TERMS OF THE FOR HONOR PHOTO MODE CONTEST
(referred to:
“Contest”) of 21-23
November 2023

By submitting a Contest entry (Contest post), you agree to be bound by these terms and conditions:

1. Organizer:

Techland Spółka Akcyjna with its registered office in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS no. 0000889260, with a share capital of PLN 16,594,160 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820 (referred to throughout these terms as “**Techland**”).

2. Contest Description and Specifications:

To become a participant in the Contest, you have to:

1) Using the game feature “photo mode”, snap the best-looking, most crazy, and creative screenshot. Screenshots should be related to the For Honor event.
2) Upload your screenshot to X (Twitter) with the hashtag #Dying2Share

The Contest post should be your personal work (it’s not a team contest). The person submitting the screenshot should be the author of the work (post). You can submit multiple Contest posts, only via your active account on Twitter. Multiple entries will not increase the chance to be chosen as a winner. Each post will be reviewed separately. Only one post of the participant will win.

3. **Eligibility:** This Contest is open only to those who are at least 18 years old as of the date of entry and have unlimited capacity to perform legal acts (i.e. you are able to enter into legal actions). Techland may require/ask you to provide proof that you are eligible to enter the Contest. It doesn't matter what part of the World you come from - the Contest is open to participants from all over the globe, with the reservation of the following provision.

Anybody who is subject to sanctions or restrictions established by Poland, the United States, the United Kingdom, the United Nations, the European Union or any other entity whose decisions may be binding or relevant to Techland, is excluded from the Contest. Moreover, Techland reserves the right to exclude from the Contest any person whose participation could expose Techland to any direct or indirect damage, especially legal or image damage. Persons mentioned in this paragraph shall not submit any Contest post or receive any prize. In case any excluded person will be awarded in the Contest, Techland may cancel all prizes granted to such a person any time, with no compensation.

No purchase is necessary. Please remember, that you should comply with the laws that apply to you in the location that you access the Contest from. If any laws applicable to you restrict or prohibit you from entering the Contest, you have to comply with those legal restrictions and refrain from entering the Contest. If you are an employee or close business partner of Techland you are not eligible to enter the Contest.

4. **Agreement to Rules:** By participating in the Contest, you agree to be fully and unconditionally bound by these terms and conditions (including Twitter terms and conditions) and you represent and warrant that you meet the eligibility requirements. You undertake that all the information which you provide to us in connection with this Contest shall be and shall remain complete and accurate in every respect. You undertake that your Contest post will not contain anything (i) that is or could reasonably be viewed as harmful, harassing, defamatory, libelous, obscene or invasive of another's privacy; or (ii) which you do not have a right to make available lawfully (including any material which infringes the rights of any other). In addition, you accept the decisions of Techland as final and binding as it relates to the content of the Contest.

5. **Contest Period:** The Contest starts on November 21 and finishes on November 23, with the reservation that Techland may extend the Closing Date for any reason that Techland considers to influence the Contest. All Contest posts must be published no later than the Closing Date. Any Contest entries received after the Closing Date will not be reviewed and will not be considered under the Contest (which is tantamount to disqualification). The winner shall be selected by November 25th, 2023, 7:00 PM CET. Until the conclusion of the Contest, these terms and conditions will be available on www.discord.gg/DyingLight

November 21, 2023, 5:00 PM CET (Start date) and lasts until November 23, 2023, 7:00 PM CET

6. **How to Enter:** The Contest post shall be submitted only at the Contest publication channel: https://twitter.com only via your active account on Twitter. The Contest post must fulfill all Contest and technical requirements, especially required by the Twitter platform, to be eligible to win a prize. Contest posts which do not adhere to the rules may be disqualified at the sole discretion of Techland, in particular if (i) it violates the provisions of applicable law or Contest rules (including Twitter terms and conditions); or (ii) the entry may be considered as discriminatory or offensive, illegal or infringing on third party's rights; or (iii) the Contest post does not contain the required by the Terms of Contest hashtag.

You do not have to pay any fee to enter the Contest, however you are responsible for any phone or internet charges you may incur. If you are unsure about these charges, you should contact your phone or internet operator before entering.

Please remember, that your Contest post needs to be marked with a proper hashtag (#Dying2Share) – otherwise it will not be able to take part in the Contest.

7. **Prize:** Techland will, in the sole judgment of the jury – Techland's employees, personally select winners.

200 Key for For Honor Complete Edition. All prizes are sponsored by Ubisoft. The list of prizes is limited.

The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Techland to use winner's identification data, in particular name and surname, nickname for promotional and informational purposes, i.e. placing the information about the winner on Techland's website and social media channels and its Contest post (and information included in it – in particular the video).

Please remember, that only authors of Contest posts meeting all requirements of the Contest may be awarded. Please note, that the above prizes remain at Techland's sole discretion and may be granted only if the Contest posts meet all requirements. You accept that Techland has no obligation to grant any additional awards. The specifics of the prize shall be solely determined by Techland.

Taxes due on the prize according to Polish law will be covered by Techland. Techland is not obliged to cover any other national, federal, state, and/or local fees or taxes or fulfill other duties that do not arise

from Polish law. All national, federal, state, and/or local fees or taxes, shall be the sole responsibility of the winner.

Techland will cover shipment expenses to deliver the prize to the winner.

8. **Winner Selection and Notification:** The winner will be chosen by Techland's employees by 25.11.2023, 7:00 PM CET/10 AM PT. The Jury's decision is final. No correspondence in connection with Jury's decision will be exchanged.

The Jury will select the winner based on criteria being solely at its discretion, including creativeness, originality, ingenuity, spectacularity and other features of the entry that make it spectacular, interesting and outstanding. Entries are assessed by the Jury based on the above criteria. For the avoidance of doubt, this Contest is not a game of chance a lottery or any other game referred to in the Polish Act of 19 November 2009 on Gambling Games (*in Polish: gra losowa*). The winner is chosen by Techland according to the above mentioned criteria, excluding any randomness or chance.

The results of the Contest and the information about the winner will be posted on Techland's Twitter channel, by 25.11.2023, 7:00 PM CET/10AM PT, what you hereby accept.

The winner will be informed of winning the award by Techland via direct messages on Twitter immediately, no later than within 5 days following the selection and announcement of the winner. Techland shall have no liability for the winner's failure to receive notices due to spam or other security settings. The winner will have 5 days from the time award notification was sent, to reply via direct messages to Techland, which is a condition to provide a prize to the winner. Techland has the right to not provide a prize to a winner if a winner does not reply to Techland via Twitter direct messages in the above period.

As a rule, Techland has 30 days to send prizes to the winner, from the date of receiving reply from each winner to the award notification. Techland informs that some prizes can be delivered later than in 30 days after receiving the winner's reply, because of its production process - what you hereby accept.

Receipt of the prize offered in the Contest by the winner is conditioned upon compliance with these terms and conditions. ANY VIOLATION OF THESE TERMS AND CONDITIONS AND/OR TWITTER TERMS AND CONDITIONS BY WINNER (AT TECHLAND'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. The disqualification of the winner or lack of reply to Techland to award notification does not mean that Techland is obliged to select another winner in place of the disqualified.

9. **Rights Granted by You**:

By entering the Contest and providing the entry you grant Techland a non-exclusive, perpetual, worldwide license to use your Contest post and all its elements, in all formats and in any medium of communication. You understand and agree that Techland, anyone acting on behalf of Techland, and Techland's successors shall have the right, where permitted by law, to print, publish, broadcast, distribute, develop, store, make changes (derivatives works), create subsidiaries, sublicense, place in Techland's products and other works created by Techland or on Techland behalf, and otherwise use, in particular, in any media now known in perpetuity and throughout the World (in particular on social media channels, and on the Techland's website), without limitation, for any purposes, including for marketing purposes, your Contest post with tagging you as the author, without any further compensation.

The license is granted to Techland unlimited in time, however it may be terminated by you in writing (under pain of nullity) with a 10 years termination notice, effective on the 31st December of each year.

By entering this Contest, you represent and warrant with the intention that Techland may rely on such representation and warranty that (i) your Contest post is an original work of authorship; (ii) all personal and economic copyrights to the Contest post, are owned by you; (iii) your economic copyrights, referred above, are unlimited and to not harm any third-party rights.

By entering this Contest, you undertake not to exercise your author's moral rights to the Contest post.

If your Contest post infringes upon the intellectual property right of another person or entity, you will be disqualified at the sole discretion of Techland. If the content of your Contest post is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Techland from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Techland may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

By entering this Contest, you accept that Techland shall not be obliged to exploit, distribute or use the Contest post in any other way (with no claim against Techland in this regard). By entering this Contest, you accept that Techland may publish the winning Contest post, regardless of its form, in particular, on the Technald's website, social media, or other materials with tagging you as the author

10. **Data protection:** By entering this Contest, you hereby acknowledge that any personal information provided by you with reference to the Contest post will be used by Techland for the purpose of the Contest. Techland shall not sell, trade or rent your personal identification information to others. Techland respects your privacy rights, i.e. the right to access, correct and delete information about you or the right to limit processing only to certain operations. You may also ask us to transfer your data or tell us you do not want us to process it at all. Information concerning personal data processing is attached below.

11. **Terms & Conditions:** Techland reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should any virus, bug, non-authorized human intervention, fraud, technical problems or other factors cause corrupt or affect the administration, security, fairness, or possibility to proper conduct of the Contest.

Techland may amend these terms and conditions, in the event of important reasons (among other technical, legal etc.) affecting the efficient conduct of the Contest or in case it's required by applicable terms and conditions. In the event of changes to the terms and conditions, Techland will make the consolidated text of terms and conditions available by publishing it here: www.discord.gg/DyingLight, channel category Dying Light 2, channel #gngl-contest.The amended terms and conditions will be effective 3 days after publication of the consolidated text on www.discord.gg/DyingLight, channel category Dying Light 2, channel #gngl-contest.

Techland reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or violates these terms and conditions (or Twitter terms and conditions). Techland has the right, in its sole discretion, to maintain the integrity of the Contest. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, Techland reserves the right to seek damages to the fullest extent permitted by law.

12. **Limitation of Liability:** By entering the Contest, you agree to release and hold harmless Techland and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assignees, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment;

(iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process; (v) electronic or human error in the administration of the processing of entries.

Techland will not cover and accepts no responsibility for any potential costs incurred by you in connection with entering the Contest, including preparing and uploading the screenshot and receiving the prize, unless expressly stated otherwise in these terms.

13. **Disputes:** To the extent legally permissible (i.e. only in cases and issues not contradictory to applicable law or terms and conditions), these terms and conditions shall be governed and construed by the laws of Poland and jurisdiction of Polish courts competent for the seat of Techland. By entering the Contest, you agree that any decisions of Techland, in particular regarding the entries and selecting the winner, are final.

INFORMATION CONCERNING PERSONAL DATA PROCESSING

pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR")

1. The data controller of personal data is **Techland spółka akcyjna** with its registered office in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS no. 0000889260, with a share capital of PLN 17,594,160 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820 ("Techland").
2. Personal data received from contestants will be processed in order to conduct and adjudicate the contest and/or perform the obligations arising from the contest (Article 6(1) point b) of the GDPR) and include data received by Techland e.g.: identification data (e.g. name, surname, nickname, personal identification number), contact details (correspondence address, telephone number, email address, etc.), communication metadata (e.g. contact date) and its content. Providing data is voluntary, but it may be necessary to enter the contest.
3. In the event that processing is necessary for compliance with a legal obligation incumbent on Techland, for example when in accordance with tax or accounting regulations Techland is obliged to settle (in connection with the contest), the legal basis for processing is Article 6(1) point c) of the GDPR. In turn, when the purposes of processing result from Techland's legitimate interests, for example the need to establish, exercise, or defend legal claims, conducting correspondence, including marketing, conducting market or statistical analyses – the legal basis for processing is Article 6(1) point f) of the GDPR.
4. Only authorized employees, collaborators, or advisers (legal, tax, accountants, etc.) gain access to personal data. Techland, as well as third parties working with Techland, for example in the field of IT systems support and service, hosting etc. All of the above mentioned entities gain access to personal data only to the extent necessary. Techland may also be required to provide certain information, including the transfer of personal data, to public authorities for purposes of their proceedings.
5. Due to the fact that some of Techland's contractors may be based outside the European Economic Area (EEA), Techland provides appropriate safeguards for the security of personal data, including standard data protection clauses adopted by the European Commission and concludes data processing agreements that meet the requirements of the GDPR. In any such case, there is a right to obtain copies of safeguards used by Techland by contacting Techland, for example via e–mail.
6. Techland will process personal data for a period no longer than is necessary to achieve the specific purposes for which they are processed. As a rule, personal data collected for the purpose of conduct and adjudicate the contest are processed for the period necessary to perform the obligations arising from this contest, unless legal regulations, in particular accounting or tax regulations, obligate Techland to process personal data for a longer period and/or until the expiry of the period of limitation of any claims, which results from the generally applicable law – depending on which of the abovementioned periods is longer. The abovementioned periods of data processing may be subject to an appropriate and necessary extension in the case of claims and proceedings, for example court proceedings – for the duration of these proceedings and their settlement.
7. The person to whom the personal data relates has the right to access their data and the right to rectification, erasure (‘right to be forgotten’), restriction of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, as well as the right to lodge a complaint with a supervisory authority (President of the Personal Data Protection Office).
8. The Data Protection Officer at Techland can be contacted at: gdpr@techland.pl.