

TERMS AND CONDITIONS OF „MOMENTS TOGETHER WITH CAMELEO” COMPETITION

§ 1

DEFINITIONS

For the purpose of the following Terms and Conditions the following definitions shall be applied:

- 1) **Competition** – the competition run under the name “Moments Together” according to the rules stated in the Terms and Conditions;
- 2) **Promoter** – Delia Cosmetics Ltd. with registered office in Rzgów, ul. Leśna 5, 95-030 Rzgów, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register, under the number KRS: 0000203419, with the tax identification number: 7272333311, REGON number: 471714401, with the share capital of PLN 100 000,00, hereinafter referred to as the “Promoter”, represented by a member - Alina Szmich.
- 3) **Jury** – at least 3-person team chosen by the Promoter.
- 4) **Entrant** – a natural person who fulfills the terms and conditions for participation in the Competition, who has entered the Competition by performing the competition task in accordance with the rules specified in the Terms and Conditions.

§ 2

GENERAL PROVISIONS

1. Terms and Conditions define the rules of the Competition run by the Promoter for the Facebook social network users on the Cameleo Delia Cosmetics Facebook Page.
2. The purpose of the Competition is the promotion of the Cameleo brand.
3. The Competition is open on the Facebook Page of Cameleo between 8th of November 2017, 12:00 (GMT+1) and 26th of November 2017, 23:59 (GMT+1).
4. The Jury is watching over the proper course of the Competition.
5. The Competition is not created, administered, supported or sponsored by Facebook. Facebook is fully exempt from any liability for running the Competition.
6. The Competition is not subject to the notification specified in the Act of November 19, 2009 on Gambling Games (Journal of Laws No. 201, item 1540, as amended). The Promoter declares that the Competition is not a game of chance, a raffle, a mutual bet, a promotional lottery, or any other form provided for in the Act.

§ 3

TERMS AND CONDITIONS OF PARTICIPATION

1. **The Entrant of the Competition must be:**
 - 1) **a natural person having full legal capacity,**
 - 2) **a natural person without full legal capacity provided that they have the written consent** of their statutory representative (legal guardian), whose form is Appendix 1 to the Terms and Conditions,
who meets all the terms and conditions of the participation stated in the Terms and Conditions.
2. **In order to participate in the Competition, the Entrant must:**
 - 1) **have an active Facebook account with their own real name and second name (only recognized name diminutives and any additions to the real name and surname are allowed);**
 - 2) **read and understand the Terms and Conditions available at Cameleo Facebook Page or at www.cameleo.eu;**
 - 3) **do the competition task referred to in § 4, according to the rules specified in the Terms and Conditions;**
 - 4) **give their consent to the processing of personal data, in accordance with § 10 section 1 of the Terms and Conditions.**
3. The Competition is not open to any employees of the Promoter, entities providing services for the Promoter or any entities taking direct part in the preparation and running of the Competition, also any entities close to the entities specified, i.e. their spouses, relatives in the ascending or descending line, siblings, step parents, step children, parents in law, children in law, adopted children or adoptive parents, partners.
4. **The participation in the Competition is voluntary.**

§ 4

THE COMPETITION TASK AND ENTRIES

1. **The competition task is to take a photo showing “moments together” of the Entrant and the chosen person/people (for example: best friend, brother, sister, family, friends, etc.) with whom an Entrant is having a good time (spending holiday, enjoying beauty salon treatments, shopping, chats, travels, having food, etc.)**
2. **The photo shall be posted by the Entrant in the comment section of the post informing of the Competition on the Cameleo Facebook Page.**
3. **Every Entrant can post as many pictures as he chooses, but each photo shall be posted as an individual comment in the comment section of the post informing of the Competition.**
4. **Entrant shall tag the post informing of the Competition with “like” or “super” symbol by clicking on the “thumb up” or “heart” icon.**
5. **Doing the competition task according to section 1-4 means that the Entrant enters the Competition.**
6. **By entering the Competition, the Entrant declares that their entry does not infringe any rights or personal interests of third parties.**
7. **Entries to the Competition cannot:**
 - 1) **be counteradvertising or violate the image and reputation of Delia Cosmetics Ltd.**
 - 2) **contain any advertising material concerning any other entity than Delia Cosmetics Ltd.**
 - 3) **contain anything that might be considered vulgar, offensive or discriminatory and violating the applicable law rules or good practices;**
 - 4) **violate any third party rights, in particular copyrights and personal rights.**
8. **Photographs submitted to the Competition may be subject to prior digital processing equivalent to photographic darkening, contrasting, color reduction, burning, etc. The scope of acceptable photo editing also includes the use of Instagram filters (eg lark, juno, sierra). Changes involving photomontage and digital manipulation are unacceptable. Use of additional emoticons, text or Snapchat filters is not permitted.**
9. **The Jury has the right to disqualify photographs that do not correspond to the theme of the Competition or do not meet other conditions of the Competition.**

§ 5

COPYRIGHTS AND IMAGE PROTECTION

1. **By submitting to the Competition a photo containing the images of the persons, the Entrant agrees to the free-of-charge publication of their own image and also declares that other persons in the photo(s) agree to publicize their image on the Cameleo Facebook Page and on Instagram profile,Cameleo_official, and will not make any claims regarding this matter neither now nor in the future. In the event of putting forward a claim against the Promoter by a third party in connection with the publicity of their image, the Entrant undertakes to incur full liability resulting from this matter.**
2. **By submitting a photo to the Competition, the Entrant declares that he/she is the author of the photo (sole photo creator), having full copyrights to this photo, and that this photo is not subject to any rights or claims of third parties. In the case of putting forward a claim against the Promoter by a third party, concerning infringement of their copyrights, the Entrant undertakes to incur full liability resulting from the legal defects of their submitted work.**
3. **Entering the Competition means that the Entrant transfers the rights to the submitted photo(s) to the Promoter, free of charge and without any time or territorial restrictions; this applies to all fields of use known at the time of entering the Competition, and in particular the following fields of use: recording and multiplication - any technique, including magnetic recording, photosensitive, audiovisual, digital, optical, printing, computer-based, regardless of the saving format and data carrier, weight, form, technique, binding, type and method of distribution or publication;**

saving in the computer memory, temporary and permanent saving and making copies of these files; archiving of records; marketing - placing on the market; renting, lending, exchanging with third parties in Poland and abroad; broadcasting via wire and wireless vision by earth-based stations, via satellite (encoded and unencoded signal) with retransmission rights for digital platforms and / or cable networks, Internet broadcasting; simultaneous integral broadcast (re-broadcast) by other television organization; dissemination other than stated above: dissemination in such a way that everyone may have access to the photo at any place and time; on the Internet (including websites, telephone networks, ICT networks, multimedia and computer networks; interactive use; dissemination through streaming media; full or partial publication, full or partial use in other publications, including compilations, collections, collective works or in combination with other goods, including other works, in various editions, altered and abridged, in versions with altered illustrative or information layer; use in publishing materials including: promotional and informational materials; the right to use the whole or part of the photo and in combination with other works.

4. The Entrant authorizes the Promoter to exercise copyright to the submitted photo(s) on their behalf, including editing / processing, compilation, adaptation, translation into other languages, etc., as well as adjustment along with the right to grant further permission in this matter to third parties.
5. The Entrant undertakes not to exercise their own copyrights and authorizes the Promoter to exercise those rights on their behalf, together with the right to grant further permission in this respect to third parties.

§ 6

TERMS AND CONDITIONS OF AWARDING A PRIZE

1. The winners of the Competition shall be selected by the Jury from among all Entrants who have performed the Competition task during the specified competition period, subject to sections 2 and 3.
2. If the Jury decides that an entry to the Competition does not meet any one of the Terms and Conditions, it will not be evaluated and the Entrant will be excluded from the Competition as well as will lose the right to claim the prize in the Competition.
3. The Jury will select 7 winners of the Competition (one first place, one second place and five third places) who, in Jury's opinion, submitted best Competition entries. The evaluation criteria are creativity and an overall impression that the entry makes. The winners of the Competition will not be selected at random. Each winner is entitled to only one prize.
4. Decisions of the Jury are final and binding on all Entrants. The decisions of the Jury are not subject to appeal. Jury's opinions on individual entries to the Competition are not provided. The Jury awards prizes at its discretion.
5. The names and surnames of the winners are to be announced on the Facebook social networking service, Cameleo Facebook Page and at www.cameleo.eu after the Competition has been closed but no later than December 3, 2017.
6. The information about the winners of the Competition will be posted on the Cameleo Facebook Page under the post informing about the Competition.

§ 7

PRIZES

7. Prizes in the Competition are as follows: first place: 1000 PLN for shopping and a year's supply of cosmetic products, second place: 500 PLN for shopping and a year's supply of cosmetic products, third place: a year's supply of cosmetic products.
8. To the value of the prizes referred to in section 1 there will be added an additional cash prize equivalent to the flat rate personal income tax for the win in the Competition in the amount of 11.11% of the prize value indicated in section 1. The Competition winner hereby agrees that the amount of the additional cash prize is intended for the Promoter to pay the tax required due to the win in the Competition.
9. The Promoter, as a flat rate personal income taxpayer, shall calculate and pay the flat rate income tax to the relevant Tax Office prior to awarding a prize. The winner is obliged to immediately provide the Promoter with all the data necessary to complete the above duties. The data form for payment of the tax on the prize is Appendix No. 2 and 3 to the Terms and Conditions.
10. The Entrant is not entitled to demand the replacement of the prize to any equivalent or to claim the right to transfer a claim for a prize to a third party.

§ 8

TERMS AND CONDITIONS OF RECEIVING A PRIZE

11. Prizes will be sent to the winners on December 31, 2017 at the latest.
12. If the winner of the Competition does not have full legal capacity, they must collect the prize together with their statutory representative (legal guardian) or submit the written consent (referred to in § 3 section 1 point 2) to their partaking in the Competition signed by their statutory representative (legal guardian), on the day of the receipt of the prize at the latest.
13. The failure to comply with the terms and conditions of the prize reception or the discrepancy between the name and surname used on the Facebook social networking service and the name and surname on the identity card may result in the loss of the right to claim the prize.

§ 9

COMPLAINTS

14. All complaints concerning the way of running the Competition should be reported in writing and send by registered letter addressed to the Promoter's address, with the note on the envelope "Cameleo Competition – Moments Together".
15. Complaints may be submitted within the duration of the Competition but not later than 14 days after the Competition ended.
16. The written complaint should include the name, second name, the exact address of the Entrant, the reason for the complaint, the expected way of handling it, and a personal signature.
17. Complaints will be examined by the Promoter as soon as they are received. Complaints that do not meet the conditions specified in sections 1-3 will not be examined.

§ 10

PERSONAL DATA

18. The Entrant agrees to the processing of their personal data for the purposes of running the Competition in accordance with the Act of 29 August 1997 on the Protection of Personal Data (i.e., Journal of Laws of 2016, item 922, as amended), including the publication of their name and surname on the Cameleo Facebook Page, on the Facebook social networking service and at www.cameleo.eu. The consent to the processing of personal data for purposes related to the Competition is voluntary, but is a condition for participation in the Competition.
19. The Promoter administers personal data.
20. Pursuant to the voluntary additional consent of the Entrants, the personal data of the Competition Entrants may be processed by the Promoter for marketing purposes, including in particular the sending of advertising materials to the Entrants, information on subsequent actions and competitions related with Delia Cosmetics Ltd.
21. The Entrant shall have the right to control the processing of their personal data in accordance with the rules stated in article 32 of the section included in the Act of 29 August 1997 on the Protection of Personal Data, including in particular the right to modify it, to demand removal or cessation of its processing.
22. Personal data collected for the purpose of the Competition will be used only by the Promoter as the data controller. They will not be made available to any other natural or legal person or any third parties without the Entrant's consent.
23. Sending an entry to the Competition by an Entrant is equivalent to a statement that the Entrant has read the Terms and Conditions and accepts all of its provisions.

§ 11

FINAL PROVISIONS

24. The Promoter is not responsible for any failures or breakdowns concerning the Internet access on the devices used by the Entrant.
25. The Promoter is not responsible for the temporary or permanent unavailability of the Cameleo Facebook Page on the Facebook social networking service which is beyond their control.
26. The Terms and Conditions enter into force on the day of its publication on the Cameleo Facebook Page and at www.cameleo.eu; they are also available for viewing at the Promoter's office.
27. Submitting an entry to the Competition by the Entrant means that an Entrant has read and understood the Terms and Conditions and accepts them.
28. The Promoter reserves the right to introduce changes to the Terms and Conditions, which shall come into force upon their publication on the Cameleo Facebook Page and at www.cameleo.eu.

29. In matters not covered by these Terms and Conditions, the generally applicable laws shall apply.

Appendices:

Appendix 1 - Consent to the participation in the competition of a person without full legal capacity;

Appendix 2 – Personal data form for the purpose of payment of the prize tax for a person with full legal capacity;

Appendix 3 – Personal data form for the purpose of paying the prize tax for a person who does not have full legal capacity.