

**Terms and Conditions of the  
@phobiagamestudio - "Monstrous Love Letters" TikTok®  
Contest (hereinafter: "Rules")**

**§ 1.**

**General provisions**

1. The organizer of the "Monstrous Love Letters" contest (hereinafter: "**Contest**") and the founder of the prizes in the Contest is Phobia Game Studio Sebastian Krośkiewicz sp. j. with its registered office in Warsaw (02-353), ul. Szczęśliwicka 54 apartment 331, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0000896610, NIP: 7011030735, REGON: 388782737 (hereinafter: "**Organizer**").
2. The Contest is conducted on the basis of the regulations on the TikTok® platform at @phobiagamestudio - <https://www.tiktok.com/@phobiagamestudio> (hereinafter: "**Profile**"), in accordance with generally applicable laws, in the territory of the Republic of Poland.
3. Information about the Contest, its rules and prizes provided for in it will be posted on the Organizer's Profile.
4. Participation in the Contest is voluntary and free of charge, and also means that the Participant has read the Contest Regulations and fully accepts them in connection with the implementation of the Contest Task.
5. The aim of the Contest is to promote the computer game "Carrion" and the activities conducted by the Organizer.

**§ 2.**

**Duration of the Contest**

The Contest will start on May 12, 2023 at 24:00 and will end on May 19, 2023 at 23:59 (hereinafter: "**Contest Duration**") according to the time in force in the territory of the Republic of Poland (GMT+2 - Central European Summer Time). This means that during the Contest Period, each participant must perform the Contest task indicated in § 4 section 4 of the Rules to participate in the Contest.

**§ 3.**

**Conditions of Participation in the Contest**

1. The Contest may be entered by natural persons who are at least 18 (eighteen) years of age on the opening day of the Contest and have full legal capacity. In the case of persons under 18 years of age, a natural person who has received the consent of a legal guardian or statutory representative to participate in the Contest, with the proviso that these persons are over 13 years of age. You can only participate in the Contest in person - it is unacceptable to create accounts and submit Contest entries on behalf of third parties.
2. Participation in the Contest is tantamount to acceptance of the Rules in full and consent to the processing of personal data for the purposes of the Contest (to the extent that this consent is required by law) and in order to transfer the prize. Consent is voluntary, but necessary to participate in the Contest.

3. You can only participate in the Contest in person - it is unacceptable to submit contest entries on behalf of third parties.
4. Employees, members of authorities and representatives of the Organizer and other entities directly involved in the preparation and conduct of the Contest, as well as persons cooperating with the above-mentioned entities on a permanent basis other than an employment relationship and members of their immediate families, i.e. ascendants, descendants, siblings, spouses, parents of spouses and persons adopted by them, are not allowed to take part in the Contest.
5. Participation in the Contest and the related disclosure of data is completely voluntary. The person who entered the Contest (hereinafter: "**Participant**") is bound by the terms of the Rules.

#### § 4.

##### Contest's rules

1. The Contest is conducted through the Profile. The Contest task will be announced on the Profile, by means of a contest video ("**Video**") made public on May 12, 2023 at 22:00.
2. The Organizer declares that the Contest is in no way sponsored, endorsed, managed or associated with entities that own the TikTok® social networking site. The TikTok® social network does not bear any responsibility towards Participants for conducting the Contest. All personal data required and entrusted by Participants are provided to the Organizer, not to TikTok®.
3. In order to participate in the Contest, the Participant is obliged to:
  - a. having a personal public account that allows you to use the TikTok® application/service, maintained in accordance with the requirements of this application;
  - b. read and accept the Rules;
  - c. consent to the processing of personal data in order to participate in the Contest by joining the Contest;
  - d. perform at least once the Contest task referred to in § 4 sec. 4 below ("**Contest Task**").
4. The Contest task is to make a video (edit) that will be the artistic and original implementation of the slogan "Carriion my greatest love" and publish this video on the Participant's personal and public profile on the TikTok® platform with the hashtag #love4carriionmonster, using the sound indicated in the Video. Upon publication of the Contest Task on the Participant's profile, the Participant submits an application for the Contest ("**Application**"). The Participant may participate in the Contest only from one account on the TikTok®, regardless of how many accounts they have on TikTok®, but they have the right to submit any number of Contest Tasks to the Contest.
5. A total of 50 prizes will be awarded in the Contest, referred to in §5 sec. 1 of the Rules (hereinafter: "**the Prize**"). Each Participant may win only one Prize, regardless of the number of Contest Tasks submitted.
6. Prizes will be awarded to 50 Participants whose Contest Tasks the Contest committee referred to in the following section considers to be the most interesting and creative, with the Participant also having to meet other requirements provided for in the Rules.
7. The Contest Tasks will be assessed by a 3-person Contest committee composed of representatives of the Organizer (hereinafter: "**Committee**"). The Committee will evaluate the Contest Submissions published on TikTok® and select the most interesting Contest Submissions, taking into account in particular their originality, humor, aesthetics, quality and unique mood.
8. Selection of the awarded Submissions implementing the Contest Task and the persons awarded in them (hereinafter: "**Winners**") will take place within 5 (five) business days from the end of the Contest. Within 2 (two) working days from this event, the Organizer will send the Prize to the Winner in a private message via the TikTok® platform.
9. Participants are not entitled to remuneration for participation in the Contest. It is not possible to transfer the right to the prize to third parties. It is not possible to pay the equivalent of the Prize or exchange the Prize for another. The winner is not entitled to reserve the choice of specific properties of the Prize. The Participant may resign from participation in the Contest at any time by informing the Organizer of this fact or by removing his/her Application from the TikTok® before the deadline for submitting Application. In case of resignation by the Participant who is the winner of the Prize, the Organizer reserves the right to keep the Prize.
10. The Organizer is entitled to verify the fulfillment of the conditions for participation in the

Contest, if there is a reasonable suspicion that a given Participant acts contrary to these Rules. The Organizer is entitled to exclude the Participant from participation in the Contest and refuse to award him a prize if he does not meet the conditions for participation in the Contest set out in these Rules or if he has reasonable suspicions that the answer posted by the Participant in the performance of the Application violates the rights of third parties.

## **§ 5.**

### **Prize**

1. Each Winner will receive a Prize in the form of a key to activate the Carrion PC game license on the PlayStation™ Store. The value of each prize awarded by the Organizer in the Contest is PLN 89.00 (US Dollars 19.99).
2. Each of the Participants has the right to participate in the Contest any number of times, which is understood as recording any number of videos being the Application in the Contest completing the Contest Task. Each participant can only win one Prize regardless of the number of Application made.
3. The Prize which the Winner waived remains at the Organizer's disposal.
4. In the event of a waiver of the Prize, the Winner shall not acquire a claim for payment of its monetary equivalent.
5. The Organizer is obliged to hand over the Prizes in the Contest in accordance with the Rules.
6. The Prize will be sent in a private message to the Winners via TikTok® within 3 business days from the date of selecting the Winners.
7. Prizes cannot be exchanged for another or its cash equivalent. It is not possible to transfer the right to the Prize to third parties, to pay the equivalent of the Prize, as well as to resign from part of the Prize. Resignation from a part of the Prize is tantamount to resignation from the entire Prize. If the Winner resigns from the Prize, the Organizer reserves the right to award the Prize to another Participant.
8. The Organizer is not responsible for the change of data by the Participant, preventing the delivery of the Prize or notification of winning, and for providing incorrect or untrue data by the Participant.

## **§ 6.**

### **Rights and obligations of the Organizer**

1. The Organizer reserves the right to exclude from participation in the Contest, as well as to deprive the right to the Prize, Participants whose actions are contrary to the law, decency or the Rules, in particular Participants who:
  - a. they do not act personally, but through third parties;
  - b. do not meet the requirements set out in the Rules, in particular in terms of age;
  - c. use different aliases (additional addresses) of the same email account to act on behalf of/report different Participants using fake TikTok® accounts.
2. In order to clarify doubts related to the Participant's activity in the Contest, the Organizer may contact the Participant using the means of communication provided by him (i.e. correspond in private messages via TikTok®); during such contact, the Organizer may expect the Participant to provide detailed information regarding his participation in the Contest.
3. All Contest Tasks containing offensive or insulting content, infringing copyrights, containing content: erotic, obscene, ridiculing, indecent, containing advertising content of entities other than the Organizer, violating generally accepted principles of morality, violating personal dignity, containing references to religious, ethnic or racial, violating the principles of social coexistence, as well as those that do not contain the requirements of the Rules, will not be taken into account when settling the Contest.
4. Participants are obliged to comply with the Rules.
5. The Participant bears full responsibility towards the Organizer and third parties for any damage caused by his behavior, regardless of whether they were directly related to participation in the Contest or in any way may be related to the Contest, the Organizer or other Participants.

## **§ 7.**

### **Copyrights**

1. In the event that the Contest Task meets the criteria of a work within the meaning of the Act of

February 4, 1994 on copyright and related rights (hereinafter: "**Work**"), then by sending the Work, the Participant confirms that:

- a. the Work submitted by him is original;
- b. is the result of his personal and independent creativity;
- c. he/she is entitled to the full scope of economic and personal copyrights to the Work and these rights are not limited in any way or encumbered for the benefit of third parties. The Participant declares that the use of the Work to the extent necessary for the implementation of the Contest, as well as to the extent specified in the Rules, will not infringe the rights of third parties, including: that if the Contest Task contains images of third parties, these persons have consented to the recording of their image and its operation on the terms provided for in the Rules.

The Participant bears sole responsibility for the truthfulness of the above statements and undertakes to indemnify the Organizer and third parties in this respect.

2. The Participant declares that he agrees to the publication of the Contest Task on the Organizer's Social Media channels in order to inform about the outcome of the Contest, in particular in the form of a repost of the Contest Task on the Profile or other social networks belonging to the Organizer.
3. Upon submitting the Application, the Participant grants the Organizer a free, non-exclusive and territorially unlimited license to use the Work for an indefinite period. The Participant may terminate the license with a 3 (three) year notice period effective at the end of the year in which the Participant made a statement of termination. The granted license includes the right to sublicense. The license is granted in the following fields of exploitation:
  - a. use or dissemination of the Work in whole or in part;
  - b. permanent or temporary recording or reproduction in whole or in part using any technique, including printing, reprographic, magnetic recording and digital technology, as well as the production of copies of the Work using any technique, including printing, reprographic, magnetic recording and digital technology, and entering into the memory of a computer or other device;
  - c. developing, including modifying, translating, processing, including other works or introducing other changes;
  - d. trading in the original or copies of media on which the Work was recorded, including their resale, lending, rental or lease;
  - e. disseminating the Work, including their public performance, displaying, displaying, playing, broadcasting and re-broadcasting, as well as making them publicly available in such a way that everyone can access it at a place and time of their choice, including using the Internet or Intranet;
  - f. using the Work for marketing purposes, including placing the Work or its part on all possible advertising and information media, including cable or digital television, the Internet, in the press, on company and other printed matter, in announcements, forms, electronic presentations, branding materials, gadgets, clothes.
4. The above license grant includes permission for the Organizer to exercise the derivative rights to the Work, the Organizer's right to allow the exercise of the derivative copyright and the right to transfer this right to other persons in the fields of use indicated in this paragraph, in particular to introduce changes without the Participant's prior consent to the Works, including translation, alteration, adaptation, layout changes or any other changes and adaptations in relation to the provided Works, dividing them into parts and combining them with other works, and the use of such studies in all fields of exploitation specified in this paragraph.
5. By submitting an Application, the Participant additionally authorizes the Organizer to exercise moral rights to the Work, including:
  - a. consents to the Organizer making, without the need to obtain additional consent of the Participant, elaborations of the Work, in particular by making its changes, abbreviations and for the Organizer to use these elaborations at the Organizer's discretion;
  - b. authorizes the Organizer to decide on the first sharing of the Work, as well as making the Work available either anonymously or with the name and surname or nickname of the Participant.

and also undertakes not to exercise against the Organizer and its legal successors and entities for which the Organizer will sublicense the Contest Work, moral copyrights to the Works.

6. For the avoidance of doubt, by publishing the Contest Tasks, the Participant agrees to the Organizer's use of the submitted Work for advertising, promotional and marketing purposes using all means of communication (press, television, radio, Internet, etc.), as well as to grant sublicenses to third parties in the scope of obtained permissions.
7. If the images of the Participant or third parties have been recorded in the Contest Task, by submitting the Application, the Participant declares that the persons whose image was recorded in the Contest Task have consented to the use of this image on the same terms as the rules of exploitation of the Contest Task.

## **§ 8.**

### **Processing of personal data**

1. Participants' personal data, in particular the name, surname, profile name and correspondence address of the Winners (hereinafter "**Personal Data**"), are processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection personal data (hereinafter "**GDPR**").
2. The Organizer will store Personal Data in a manner consistent with applicable regulations, including protecting them against disclosure to unauthorized persons, removal by an unauthorized person, processing in violation of the Act and change, loss, damage or destruction.
3. The Administrator of Personal Data is the Organizer, with whom each Participant can contact by e-mail: [marketing@phobia.games](mailto:marketing@phobia.games) or in writing to the address of the Organizer's registered office.
4. By entering the Contest, the Participant declares that he has been informed by the Organizer that:
  - a. The Organizer is the administrator of Personal Data;
  - b. The Organizer processes data on the basis of:
    - i. article 6 section 1 lit. f) GDPR, where the legitimate interest is understood as the need for the Organizer to use Personal Data for the proper conduct and settlement of the Contest, including the awarding of Prizes and consideration of complaints;
    - ii. article 6 sec. 1 lit. c) GDPR, i.e. in order to fulfill the legal obligations of the administrator provided for by law by performing the obligations related to the tax on winnings and other obligations arising from the law incumbent on the organizer in connection with the organization of the Contest;
  - c. Personal data is processed in order to: implement the Contest, including the awarding of Prizes;
  - d. Personal Data will be processed for the period necessary to achieve the objectives set out in point (a) above. b. After this time, the Participants' Personal Data will be deleted, subject to the use of Personal Data in connection with the use of Contest Tasks under the license;
  - e. Personal Data may be made available or entrusted, on the basis of separate arrangements, to providers of hosting or marketing services, providers of tools supporting the operation of the Contest, suppliers of accounting systems, entities that, together with the Organizer, implement the Contest, providers of services supporting the Organizer's marketing activities, social media providers, used by the Organizer, as well as to public administration authorities (if it results from the law, administrative decision or court ruling);
  - f. The Participant may request access to Personal Data, rectification, deletion or limitation of processing or objection to processing and transfer of data to another data controller. The requests referred to in the preceding sentence may be submitted by the Participant to the following address: [marketing@phobia.games](mailto:marketing@phobia.games);
  - g. The Participant may lodge a complaint with the President of the Office for Personal Data Protection in matters related to the processing of Personal Data;
  - h. providing Personal Data is voluntary but necessary for the proper implementation of the Contest;
  - i. in case of questions or doubts regarding the processing of Personal Data, the Participant may contact the Organizer by e-mail at: [marketing@phobia.games](mailto:marketing@phobia.games);
5. The Organizer may ask the Participant by means of electronic communication for consent to the processing of other personal data of the Participant or for other purposes expressly indicated by the Organizer, while the consent is not necessary to participate in the Contest.

## **§ 9.**

### **Complaints**

1. Each Participant has the right to submit complaints during the Contest and after its completion, but not later than within 14 (fourteen) days from the end of the Contest.
2. Complaints should be submitted by post to the Administrator's address indicated in § 1 section 1 of the Rules or in electronic form to [marketing@phobia.games](mailto:marketing@phobia.games) with the note "Monstrous Love Letters - Complaint".
3. Complaints will be considered by the Organizer within 14 (fourteen) days from the date of receipt of the complaint. The Participant will be informed about the Organizer's decision by e-mail or registered letter sent to the address provided in the complaint.
4. The complaint should contain the name, surname, address of the person submitting the complaint and a description of the reasons or reasons for the complaint, as well as the expected manner of its consideration.
5. Complaints will be considered by the complaint committee appointed by the Organizer.
6. The complaint procedure is voluntary and does not exclude the Participant's right to pursue claims in court independent of the complaint procedure.

#### **§ 10.**

##### **Final Provisions**

1. The Rules come into force on May 12, 2023.
2. In matters not covered by the Rules, generally applicable provisions of law in the territory of the Republic of Poland shall apply.
3. In the event that the Winner of the Contest is a person who is not a Polish tax resident, he/she will be obliged to independently make appropriate declarations and tax settlements related to the Prize obtained in accordance with the applicable law..
4. Any information about the Contest contained in any promotional and advertising materials is for auxiliary purposes only. The provisions of the Rules are binding information.
5. The Rules are available for the duration of the Contest in the bio on the Profile and on the Organizer's website at: <https://terms.phobia.games/>.
6. To the extent permitted by law, the Organizer has the right to change the Rules, as well as to interrupt or suspend the Contest or to terminate it early for important reasons, in particular due to force majeure circumstances, changes to the TikTok® regulations or changes in applicable law. The Organizer undertakes that in the event of changes to the Rules, these changes will not violate the rights already acquired by the Participants and will not deteriorate the conditions of the Contest, unless the need to amend the Rules resulted from the obligation to adapt its provisions to the TikTok® regulations or generally applicable laws. In the event of a change in the Rules, Participants will have the right, without any consequences, to withdraw from the Contest at any time of their choice.
7. Wszelkie informacje na temat Konkursu można uzyskać kontaktując się z Organizatorem pod adresem e-mail: [marketing@phobia.games](mailto:marketing@phobia.games) lub za pośrednictwem Profilu.

