



RULES OF THE GWENT ART CONTEST

§ 1. GENERAL PROVISIONS

1. This document (“**Rules**”) describes the terms and conditions of the **GWENT Art Contest** (further: “**Contest**”).
2. We invite you (we will later refer to you also as the “**Contestant**”) to present us your artwork showing a character, place or object from the Witcher universe that has not yet been portrayed in GWENT: The Witcher Card Game (“**Artwork**”) and submit the artwork at <https://www.playgwent.com/art-contest>. The Prize will go to the Contestants whose Artworks are the most creative, original and of the highest quality, who send it to us during the Contest Period and submit all the other necessary information detailed in § 6 (“**Winners**”). We will choose and award three Winners for first, second and third place.
3. The winning Artwork may be adapted and used within “Gwent: The Witcher Card Game”.
4. The Contest is organized by CD PROJEKT S.A., a company with its registered office in Warsaw (postal code: 03-301, ul. Jagiellońska 74), entered into the register of entrepreneurs of the National Court Register as kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Department of the National Court Register, KRS no. 0000006865, NIP (taxpayer ID no.): 734-28-67-148, fully paid capital of PLN 100,738,800.00, further: “**we**” or the “**Organizer**”).

§ 2. CONTESTANTS

1. You can participate in the Contest if:
 - a. you are at least 18 years on the day of entering the Contest and you have full legal capacity, i.e. you can independently enter into legal transactions, including binding contracts, in accordance with your local law, or
 - b. you are between 13 and 18 years on the day of entering the Contest and your parent or guardian reviewed these Rules and approved your participation in the Contest.
2. You cannot participate in the Contest if you are an employee of the Organizer or of its affiliates, subsidiaries, manufacturers, sales representatives or advertising agencies; or a member of such employee's immediate family.
3. All information provided by the Contestants for the purposes of the Contest is provided voluntarily, however it may be necessary to participate in the Contest and in case of the Winner - also in order to receive the Prize.

§ 3. CONTEST DATES

1. The Contest begins on 9.11.2021 14:00 CET and ends on 8.02.2022 14:00 CET (“**Contest Period**”).
2. Winner will be announced via Organizer's social media channels on 28.02.2022 at latest.

§ 4. SUBMISSIONS



1. In order to participate in the Contest make a creative Artwork showing a character, place or object from Witcher universe that has not been portrayed on any card available in GWENT: The Witcher Card Game until the beginning of the Contest Period and submit your Artwork at <https://www.playgwent.com/art-contest>.
2. The submitted Artwork must be a 2D digital picture in JPG or PNG format in the size of 3500x5000 pixels.
3. You may provide only one submission containing only one piece of Artwork. The submissions containing multiple Artworks or subsequent submissions of the same Participant will not qualify.
4. It is not permitted to make submissions on behalf of other people.
5. Submissions provided in any other way do not qualify.
6. The Artwork has to be in line with the provisions of applicable law. In particular, Artwork shall not infringe someone else's copyrights, trademarks or other intellectual property or personal rights. Moreover, the Artwork has to be appropriate to show to the minors and should comply with PEGI 12 requirements.
7. The Organizer reserves the right to reject or disqualify Contestant's Artwork if:
 - a) it violates the provisions of applicable law or the Rules; or
 - b) the Artwork may be considered racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or infringing on third party's intellectual property or personal rights.

§ 5. DECISION

1. The Winner will be selected by the **Contest Committee** consisting of the GWENT Art Director, GWENT Art Producer, and GWENT Community Specialist.
2. The Contest Committee will choose three Winners and award them respectively First, Second and Third Prize.
3. The Contest Committee will choose Winners based on the creativity, originality and quality of their Artwork.
4. The Contest Committee may award honorary mentions in addition to the winning Artworks.
5. The Contest Committee's decision is final.
6. The winning Artworks and name of the Winners will be shown via Organizer's internal communication channels.

§ 6. PRIZE

1. The Winners of the Contest will receive the following prizes ("Prize"):
 - a) First Prize
 - Tablet Wacom Cintiq
 - GWENT Mug of six factions
 - Big Displate (Random Art)
 - b) Second Prize
 - GWENT Mug of six factions
 - Big Displate (Random Art)



Faction Pins
GWENT lanyard

- c) Third Prize
GWENT Mug of six factions
Faction Pins
GWENT lanyard

2. The Organizer reserves the right to award other special prizes at its sole discretion.
3. The Winners will be informed about the Contest results via a public post on the official Gwent social media channels on or before the date mentioned in § 3 point 2 above. The Organizer will also contact winners using the e-mail address used by the Participants to provide the Artworks.
4. Winner has seven (7) calendar days from the day on which the results have been communicated to them to confirm via direct message to the Organizer whether he or she accepts the prize and to provide a postal address to which a prize will be sent, as well as to confirm that they fulfill the requirements mentioned in Annex A by providing the Organizer with signed Annex A.
5. If the Winner refuses to accept the Prize, we retain the right to award the win to another Contestant and thus award the Prize to another Contestant or to refrain from awarding the Prize.

§ 7. PRIZE-RELATED COSTS

1. The Organizer will cover the costs of the tax due on the Prize according to the Polish law. Apart from that, Contestants will be solely responsible for the payment of any additional national, federal, state, local or other taxes of any kind in relation to any Prize.
2. On Organizer's request, the Winner has to provide the Organizer with all documents and information required by applicable law. Such documents and information may include in particular information required for fulfilling tax, anti-money laundering and/or anti-fraud obligations and have to be submitted within seven (7) calendar days upon delivery of the Organizer's request to the Winner.
3. If applicable, on Organizer's request, the Winner shall provide the Organizer with the up-to-date and valid original of the tax residency certificate issued by his or her country of tax residence and signed beneficial owner statement (example attached in Annex "A"), before the Prizes are transferred.

§ 8 CONTESTANT'S OBLIGATIONS AND DECLARATIONS

1. By publishing your Artwork in accordance with the Rules you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
2. By publishing your Artwork, you agree that if you become a Winner, the Organizer may use your name, your Artwork and information contained in it in announcements of the Contest results.
3. By publishing your Artwork, you also declare that:
 - the Artwork is a result of your own and independent work;



- you exclusively own all author's personal and economic copyrights to the Artwork, in particular the right to use it and to dispose of its use throughout all the fields of exploitation and to receive remuneration for the use of the Artwork;
- you have an exclusive right to grant permission for performance of the derivative copyrights;
- your economic copyrights, as referred to in points above, are neither limited nor encumbered with any third-party rights, and that they do not infringe any rights of the third parties (other than the Organizer);
- you have not granted any license to use the Artwork within any scope.

§ 9. COPYRIGHTS

1. By publishing your Artwork, you (the Contestant) grant us (the Organizer), a non-exclusive, worldwide, non-transferable, royalty-free license to use the Artwork for the purpose of the Contest, including providing the Artwork to the Contest Committee and showing it on our social media channels. This license covers in particular the following forms of exploitation:
 - producing copies of the Artwork using all techniques;
 - distribution and dissemination of the Artwork in all channels;
 - making the Artwork available in a manner allowing any person to access the Artwork in a place and at a time selected by them.
2. License referred to in §9 point 1 is granted for an indefinite period of time.
3. If the Organizer approaches the Winner, the Winner shall enter into a copyright transfer agreement with the Organizer, in which the Winner will transfer all economic copyrights and related rights to the winning Artwork to the Organizer, including, but not limited to, a possibility to use the Artwork or its elements in Gwent: The Witcher Card Game.
4. The abovementioned copyright transfer will be made in exchange for the Prize referred to in § 6 point 1 above.

§ 10. PERSONAL DATA

1. Your personal data controller is CD PROJEKT S.A. with its registered seat in Warsaw, Poland, ul. Jagiellońska 74, 03-301 Warszawa.
2. We may process the following personal data of yours:
 - a) Contestant: name, e-mail address, any other personal data included in the Artwork (if applicable), information provided within the course of communication with the Organizer (if applicable);
 - b) Winner: name, address, information required by law (e.g. for tax purposes); likeness, other personal data provided within the course of communication with the Organizer (if applicable).
3. Your personal data will be processed for the purpose of carrying out the Contest organized by CD PROJEKT S.A., in which you intend to take part, in particular for the purpose of assessing submissions, awarding Prize, announcing results, communicating with the Contestants and providing the Winner with Prize.
4. We respect your privacy rights i.e. the right to access, rectify and delete your data, limit its processing, transfer it, a right not to be a subject to automated decision-making, including profiling, and to object to the processing of your personal data (you will find more details about processing of your personal data



in the Organizer Privacy Policy under the following URL:
https://regulations.cdprojektred.com/en/privacy_policy.)

§ 11. INDEMNITY

The Organizer will not cover any potential costs incurred by the Contestant in connection with the Contest, including entering the Contest, preparing and submitting the Artwork and receiving the Prize, subject to § 7 above.

§ 12. FINAL PROVISIONS

1. The Rules are published solely in English.
2. The Rules are governed and construed in accordance with the Polish law.
3. The 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.
4. The Rules come into force on 9.11.2021

ANNEX A – Beneficial Ownership Statement (example)

I, _____¹, confirm that I should be considered as a beneficial owner of the Prize within the meaning of the OECD Model Tax Convention on Income and on Capital. In particular I:

- i. receive the Prize for my own benefit, which includes the right to solely decide about the Prize once received and bearing the economic risk related to the loss of such receivable or its part,
- ii. am not an agent, representative, fiduciary or other subject legally or effectively obliged to transfer all or part of the compensation agreed under this agreement to other entity,
- iii. confirm that I fulfil all requirements to be considered as a tax resident of _____² according to the internal law and _____³.

Winner: _____.

Date of signature, signature of the Contestant

¹ Please indicate the Winner's name and surname.

² Please indicate the Winner's country of tax residence.

³ Please indicate the name of the double tax treaty concluded between Poland and Winner's country of tax residence (to be completed only in case Winner's country of tax residence is not Poland).

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