

ul. Jagiellońska 74, 03-301 Warszawa | tel. +48 22 519 69 00 thewitcher.com | cyberpunk.net | cdprojektred.com

# RULES OF THE "PLAY OF THE MONTH" CONTEST

#### § 1

## **GENERAL PROVISIONS**

- 1. This document (further: "Rules") describes the terms and conditions of the "Play of the Month" contest (further: "Contest").
- 2. Within the Contest we invite you (further: "Contestant") to perform and submit a video ("Video") of an interesting play you made in "GWENT: The Witcher Card Game ("Gwent"). Your spontaneous reaction would be an additional feature of the Video. The prizes will go to the Contestants with the most interesting Videos in a given month.
- 3. The Contest is open for Contestant all around the world.
- 4. The Contest is organised by us, the company CD PROJEKT S.A., with its registered office in Warsaw, Poland, ul. Jagiellońska 74, 03-301 Warszawa, registered by the District Court for Warsaw in Warsaw, 13<sup>th</sup> Commercial Department of the Polish Court Register, under Polish Court Register number KRS 0000006865, tax identification number NIP 7342867148, statistical number REGON 492707333; share capital of PLN 96,120,000.00, paid up in full (further: "we" or the "Organiser").

#### § 2

## WHO CAN PARTICIPATE?

- 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.
- You cannot participate in the Contest if you are an employee of the Organiser or of its affiliates, subsidiaries, manufacturers, sales representatives or advertising agencies; or a member of such employee's immediate family.

# § 3

## WHEN THE CONTEST TAKES PLACE?

- 1. The Contest begins on August 11, 2017 and will continue until cancelled by the Organiser.
- 2. The Videos may be sent from the 1<sup>st</sup> day of each month, from 00:00 UTC. Submissions for a given month will be accepted until the last day of the month, until 23:59 UTC. Videos sent after this term will be treated as submitted for the next month.
- 3. Results will be announced during "Play of the Month", which will be published until the last day of the month subsequent to the month of accepting submissions.

# § 4

# **HOW TO PARTICIPATE?**

- 1. In order to participate, record an interesting play you made during a game of Gwent.
- 2. An excerpt of the Video containing the play should be no longer than 1 min 30 sec. The Video should be shared as a link to a video on YouTube or Twitch.
- 3. Send us (Organiser) the link to the Video using a from available at the following address: playgwent.com/POTM
- 4. Each Contestant may submit only one (1) Video each month. In case of submitting mutliple Videos, only the last one will be accepted.
- 5. The Organiser reserves the right to reject a Contestant's submission, if:



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- a. the Video may be considered racist, xenophobic, sexist, defamatory or otherwise offensive or illegal;
- b. the Organiser becomes aware, that the submitted Video was made prior to the day the Contest began, as referred to in point 3.1 above.

#### § 5

## **HOW WILL THE WINNERS BE CHOSEN?**

- 1. Winning submissions for each month will be selected by the Contest Committee consisting of Paweł Burza (Community Specialist) and Michał Dobrowolski (Senior Gameplay Designer), until the 5<sup>th</sup> day of the subsequent month.
- 2. The Contest Committee will choose the winning Videos based on interestingness of a play and spontaneity of Contestant's reaction.
- 3. The Contest Committee's decision is final.
- 4. Each month the Contest Committee will award from 1 (one) up to 3 (three) Contestants with the most interesting Videos.
- 5. The Organiser reserves the right to award other special prizes at its sole discretion.

#### § 6

#### WHAT ARE THE PRIZES?

- 1. The winners will receive the following prizes:
  - a. First Prize 15 Kegs and 1600 units of Meteorite Powder in Gwent;
  - b. Second Prize 7 Kegs and 800 units of Meteorite Powder in Gwent;
  - c. Third Prize 2 Kegs and 400 units of Meteorite Powder in Gwent.
- 2. The prizes will be given to the winners by adding them directly to the player's account (PC & PS4) or by providing an activation key (Xbox One), depending of the winner's platform of choice.
- 3. All the winners will be informed about the Contest results by e-mail. Upon receiving such information, each winner will have seven (7) days to declare, whether he or she accepts the prize. If a Contestant fails to reply to the message within that deadline or refuses to accept the prize, we retain the right to award such prize to another Contestant or to refrain from awarding this particular prize.

#### § 7

# **CONTESTANT'S OBLIGATIONS AND DECLARATIONS**

- 1. By sending the submission, you (as a Contestant) confirm that you fulfil the requirements set out in the Rules.
- 2. By sending the submission, you agree that if you win the Contest, the Organiser may use your Forum user ID in announcements of the Contest results during "Play of the Month" show or in any other promotional materials applicable to the Contest.

# § 8

# **COPYRIGHT AND PUBLICITY RIGHT**

- 1. We (the Organiser) declare that we have exclusive, full, proprietary and unencumbered rights to "Gwent" video game as a whole as well as to its individual creative components and that we are not limited in any way to license copyright on the content from the game, subject to the following conditions.
- 2. We allow You (the Contestant) to use the content from "Gwent" to create the Video. Despite this approval, we retain all rights to "Gwent" video game as a whole as well as to all of its content.
- 3. By submitting the registration form, you (the Contestant) grant us (the Organiser) a non-exclusive, worldwide, non-transferable, royalty-free licence to use the Video for the purpose of the Contest, including providing the Video to the Contest Committee members. This licence covers the following forms of exploitation:
  - a. producing copies of the Video using magnetic recording, digital techniques, and by means of any computer systems,
  - b. putting the copies of the Video into circulation or lending the same,
  - c. making the Video available to the Contest Committee members or to other persons involved in the Contest in a manner allowing them to access the Video in a place and at a time selected by them.

KRS number 0000006865, District Court for Warsaw, 13th Commercial Division of the National Court Register

#### CD PROJEKT S.A.



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- 4. You (the Contestant) grant us (the Organiser) a non-exclusive, worldwide, royalty-free license to use the Video by publishing the Video in "Play of the Month" show. This licence covers the following forms of exploitation:
  - a. producing copies of the Video using magnetic recording, digital techniques, and by means of any computer systems,
  - b. putting the copies of the Video into circulation or lending the same,
  - c. public performing, retransmitting, broadcasting and rebroadcasting the Video, as well as making the Video available to the public in a manner allowing individuals to access the Video in a place and at a time selected by them.
- 5. You (the Contestant) hereby allow the Organiser and its afilliates to use and make available to the public your depiction registered in the Video, without remuneration, for the purpose of publishing the Video in "Play of the Month" show, in scope of using the depiction in the show and in promotional materials for the show, including website of the Organiser and social media. This approval is granted for use and making available to the public of the Contestant's depiction in the territory of the Republic of Poland, as well as worldwide, and in computer networks, including internet.
- 6. In case the Contestant will not be awarded until the results announcement day referred to in § 3 point 3 above, or will not accept the prize within the term referred to in § 6 point 5 above, the licences referred to in § 8 points 4 and 5 will terminate immediately.
- 7. Licences referred to in § 8 points 3, 4 and 5 are granted for an indefinite time.

# § 9

#### **PERSONAL DATA**

- Contestant's personal data will be gathered and processed by the Organiser solely for the purpose of carrying out the Contest, and in accordance with the Polish Personal Data Protection Act of August 29, 1997 (Journal of Laws 1997 no. 133, item 883, as amended). Submission of personal data by the Contestant is voluntary, however necessary for participation in the Contest.
- The Organiser protects the Contestants' personal data in accordance with the Personal Data Protection Act, in particular the Organiser enables the Contestants to exercise their right to access, correct as well as to request deletion of their data.

# § 10

# **INDEMNITY**

The Organiser will not cover any costs incurred by the Contestant in connection with the Contest, including entering the Contest, submitting the Video and receiving the prize referred to in § 6.

# § 11

# **FINAL PROVISIONS**

- 1. The Rules will be governed and construed in accordance with the Polish law.
- 2. The Rules come into force on August 11, 2017.