

## “Nowy Styl Supplier Sustainability Award – 2021” - Contest Rules

### § 1 TERMS AND DEFINITIONS

All terms and definitions used herein (referred to as „Contest Rules”) mean:

1. **„The Promoter”** – Nowy Styl Sp. z o.o. with registered office at the address: ul. Pużaka 49, 38-400 Krosno, entered into the register of entrepreneurs of the National Court Register by the District Court in Rzeszów, XII Commercial Division of the National Court Register, under the KRS (National Court Register), BDO number: 0000077550, NIP (tax payer’s ID number): 6840009302, REGON (state statistical number): 370016299, share capital: 51 550,00 PLN. Communication with the Promoter can be carried out by e-mail: [ssa@nowystyl.com](mailto:ssa@nowystyl.com).
2. **„Supplier”** – the qualified party that supplies goods or services to Nowy Styl.
3. **„Contest”** – the contest held as „Nowy Styl Supplier Sustainability Award –2021”, led among Suppliers of Nowy Styl Sp. z o.o.
4. **„Participant”** – an adult individual with full legal capacity employed by the Supplier of the Promoter (regardless of the legal basis of this employment), and invited by the Promoter to participate in the Contest.

### § 2 GENERAL PROVISIONS

1. This Contest Rules describe the rules, scope and conditions of participation in the Contest.
2. The Contest is organised in the territory of Poland.
3. Information provided by the Participant can be used for the purpose of: proper conduct of the Contest , and also, in order to deliver the award to the winner.
4. The invitation to the Contest shall be effected by sending the information regarding the Contest to the Participant selected by the Promoter. The invitation is addressed to the intended person (the employee of Participant Supplier) who eligible for taking part in the Contest, described in in this Contest Rules and cannot be transferred in any form to anyone.
5. The Contest starts on 1<sup>st</sup> of May 2021 and lasts till 31<sup>st</sup> of May 2021 (referred to as: „Contest Period” ).
6. The Jury Panel supervises over the correctness of the Contest conduct.
7. The Contest aims to promotion of CSR aspects along with Nowy Styl Sp. z o.o. Suppliers who have pro-ecological and pro-social influence on the surrounding reality.
8. The Contest is not concluded for commercial purposes. The Contest is not a random game within the meaning of Law dated on 19<sup>th</sup> of November regarding gambling games (Journal of Laws of 2020, item 2094). The Propagator vows publicly withing the meaning of Article 919 of the Civil Code).

### § 3 CONTEST TERMS AND CONDITIONS

1. A requirement of participating in the Contest is:
  - a. reading this Contest Rules and its acceptance;
  - b. submitting in response to the invitation to the Contest a presentation containing description of initiatives or implemented projects dated between 2019-2020 in the following areas: environment and local community activities, mentioned in point 5 below;
  - c. acting according to the law and good customs, in particular, Participants must care, that the presentations do not contain vulgar, obelent, unmoral, dicriminatory, offending religious feelings content, or any other content against the law and good habits,

- violating third party rights, or describing situations or events, which may pose risk to human or animal life;
- d. providing the data necessary for issuing the Award as well as conducting the Contest, in case of winning the Award (name, e-mail address, correspondence address) in the event of shipping the Award via post or courier;
  - e. having permanent residence on the territory of the Republic of Poland;
  - f. fulfillment of other Contest conditions specified in this Rules of Contest.
2. Neither the Promoter employees, nor the Promoter employees family members up to the second degree can be Participants of the Contest.
  3. The Participant may at any time withdraw his/her participation in the Contest by sending the declaration of withdrawal to: [ssa@nowystyl.com](mailto:ssa@nowystyl.com)
  4. Withdrawal from the Contest results in not taking into consideration the Participant application when selecting winners.
  5. In order to take part in the Contest, it is required to send to the Promoter, within the Contest Period and in response to the invitation to the Contest, a presentation in English language, referred to as "Competition Entry", containing description of implemented projects or initiatives dated between 2019-2020 in the following areas: environment and local community activities, in accordance to the provided Nowy Styl Supplier Sustainability Award – 2021 presentation scheme (referred to as "User Manual") , attached as Annex 1 to this Rules of Contest.
  6. The Competition Entry shall be sent to the Promoter e-mail address: [ssa@nowystyl.com](mailto:ssa@nowystyl.com) in Power Point format.
  7. Sending the presentation is tantamount to this Rules of Contest acceptance and does not require issuing a separate declaration in this matter. The Participant in the Contest is allowed to provide any number of presentations, however, the Participant can be granted only one Award indicated by the Promoter.
  8. The order of Competition Entries submission does not affect granting the Award in the Competition.
  9. The entries sent at the end of the Contest, so after 11:59 p.m. on 31<sup>st</sup> of May 2021, will not be taken into consideration.
  10. The Promoter has the right to exclude the Participant from the Contest in case of justified suspicion of using false data, spoofing, attempts to influence the Contest results or this Rules of Contest infringement, fair play rules, rules of social or in case when the Participant infringes the binding law, in particular when the Competition Entry affects third party property, civil or personal rights, intellectual property rights or industrial property rights. Exclusion of the Participant may take place at all times throughout the Contest, also includes the right to deprive the Participant of the Award. The Participant has the right to submit the claim in accordance to this Rules of Contest.
  11. It is forbidden to send by the Participant any Contest Entries which infringe good habits, binding law, or any third party rights, in particular it is forbidden to use vulgar, supporting violence or discriminatory entries. It is forbidden to send by the Participant any Contest Entries including photos or films presenting alcohol consumption, smoking cigarettes and other mind-alerting substances. The entries involving such content will not be accepted for the Contest.
  12. Competition Entries can be later used for the Promoter marketing or promotion purposes, in particular throughout publications on [www.nowystyl.com/ssa](http://www.nowystyl.com/ssa).
  13. The Promoter shall not be liable for any temporal or permanent difficulties in the use of means or tools allowing for Competition Entries submission, for reasons the Promoter is not responsible for, including those not affected

## § 4 AWARDING

1. The winning Competition Entry will be selected until 30<sup>th</sup> of June 2021 by a Jury Panel consisting of members of the following Promoter departments: Global Procurement, Marketing, Product Development, Supply Chain, Sales, Engineering, Quality.

2. The Competition Entries received by the Promoter will be evaluated by the Jury Panel on the basis of:
  - a. compliance with the data preparation guidelines included in SSA 2021 – User Manual, as Appendix 1 to this Contest Rules;
  - b. a comparison of the presented indicators in regards of the effectiveness of the implemented projects or initiatives;
  - c. the impact of the implemented initiatives on the Promoter's business;
  - d. the level of innovation of the presented projects;
  - e. the influence on the environment, local community, etc;
  - f. aesthetic characteristics, e.g., artwork, the way of data presentation.
3. Based on the guidelines mentioned in point 2 above, the members of Jury Panel will select 3 best Contest Entries, among all submitted.
4. Each member of Jury Panel fills in a data spreadsheet for a certain Contest Entry with a score, in accordance to the following rules:
  - a. I-st place – 5 pts,
  - b. II-nd place – 3 pts,
  - c. III-rd place – 1 pt.
5. Entries with the highest number of points will be officially awarded in accordance to this Contest Rules.
6. Where two or more Participants receive the same number of points, the Global Procurement Director will have the casting voice to grant Awards.
7. The winning Contest Entry must fulfill all criteria mentioned in point 2. Minutes will be drawn up from the meeting signed by all members of the Panel Jury.
8. During the Contest Period the Promoter expects to grant a total of 3 awards, described in point 9 below.
9. The Awards in the Competition are:
  - a. promotion of 3 winning companies as leaders supporting pro-ecological projects on Promoter social network,
  - b. issuing a special diplomas, statuettes and "surprise" awards.
10. In the event of an obligation to pay an income tax from awards issued, the in-kind award will be increased by the monetary part, equal to income tax. This amount will be collected by the Promoter against the flat-rate tax income from an individual, due under article 30(1)(2) of the act on personal income tax (Journal of Laws of 2020, item 1426), equal to 10% of the value of the award in-kind. The monetary portion of the award is not paid to the Participant because it is paid to the Tax Office.
11. The winners of the Contest will be notified of winning and awarding via e-mail within 5 working days from the date when the Jury Panel selects winners, but no later than 30<sup>th</sup> of June 2021.
12. The Awards will not be subject to exchange to cash nor to any other kind of awards. It is not possible to withdraw the right to a award in favor of third parties. Each Participant is entitled to receive only one Award.
13. The Award will be sent via courier to the address indicated by the winner. The winner of the Contest is no longer entitled to an Award if:
  - a. refuses to accept the Award,
  - b. the contact will be impossible, for reasons attributable to the winner of the Contest,
  - c. the winner of the Contest does not meet regulations of this Contest Rules that entitle the winner to take part in the Contest or to get the Award,
  - d. the winner of the Contest has been excluded form the Contest in accordance to rules described in this Contest Rules.
14. Awards not issued in the Contest for reasons beyond the control of the Promoter, or these of which winners of the Contest lost their right for the reasons indicated in this Contest Rules, will remain at the Promoter disposal.
15. Ownership of the Award will be transferred to the Participant upon its entry receipt by the Participant.

16. The Promoter reserves the right to cancel the Competition due to the small number of Competition Entries.

## § 5 PERSONAL DATA

1. The Administrator of personal data of the Participants in the Competition is: Nowy Styl Sp. z o.o. with registered office at the address: ul. Pużaka 49, 38-400 Krosno, entered into the register of entrepreneurs of the National Court Register by the District Court in Rzeszów, XII Commercial Division of the National Court Register, under the KRS (National Court Register), BDO number: 0000077550, NIP (tax payer's ID number): 6840009302, REGON (state statistical number): 370016299, share capital 51 550,00 PLN. Personal data is processed for the purposes of the Contest, i.e. for the purposes of determining the right of the Participant concerning getting and issuing the Award, publishing the Contest results, considering possible complaints as well as accounting and tax reporting – in accordance to separate regulations.
2. The Administrator of personal data can be contacted at the following address: ul. Pużaka 49, 38-400 Krosno, or e-mail address: [info@nowystyl.com](mailto:info@nowystyl.com).
3. The personal data of the Participants is processed in order to conduct the Contest and to implement its Rules pursuant to article 6(1)(f) of RODO (legitimate interest of the Administrator), allowing the Participant to take part in the Contest, conduct the Contest, publish information regarding the winners as well as to archive documents.
4. The period during which the Administrator keeps the personal data of the Participants in the Contest is the limitation period for claims arising from participation in the Contest;
5. The processing of personal data of the participants in the Contest will include:
  - a. Name,
  - b. E-mail address
  - c. Correspondence address: street, house no, apartment no, postal code, city.
6. The personal data is provided voluntarily by the Participants, but without giving them it is not possible to meet the data processing objectives set out above.
7. The Participant of the Contest shall have the right to access the data and the right to request rectification, erasure and restriction of its processing. To the extent that the processing of personal data is based on a legitimate interest of the Administrator, the Participant shall have the right to object to the personal data processing. The Participant shall also have the right to lodge a complaint with the supervisory authority of personal data protection, i.e. the President of the Office for the Protection of Personal Data.
8. Personal information of the Participant is disclosed to the following categories of entities: companies providing IT services, legal, and debt management companies, courier companies, on-line payment service providers, banks, other payment operators and entities performing broadly understood marketing activities for the Administrator.
9. Additional information about the processing of personal data by the Contest Promoter is included in Nowy Styl Privacy Policy available at: [Privacy Policy \(nowystyl.com\)](https://www.nowystyl.com/Privacy-Policy)

## § 6 COPYRIGHT

1. The Participants may only submit their own entries for Contest. The Promoter reserves the right to verify entries at any time in terms of fulfillment of a self-authored condition mentioned above, including requesting the Participant to demonstrate (prove) authorship. If any violation of this record is found, the Promoter is entitled to exclude the Participant at each stage of the Contest. The Participant's exclusion entitlement also includes the right to withdraw Awards. In such a case, the Participant shall be entitled to submit a claim in accordance to this Contest Rules.
2. The Participant is solely responsible for any infringement of a third party copyright and/or property rights in connection with a Contest Entry submitted to the Promoter. The Participant undertakes to reimburse the Promoter for any costs incurred by the Promoter in respect of any

violation of the third party rights or property of persons, as a result of the use in any form of materials, information, data, etc. provided by the Participant in connection with the Contest Entry.

3. If the Contest Entry shows an image of individuals, the inclusion of such a report is equivalent to confirmation by the Participant that he has written consent to disseminate the image of all persons shown in the photo due to participation in the Contest. Where a third party reports claims related to dissemination the image of the people in the photo, The Participant undertakes to completely exempt the Promoter from liability for such violations. In such a case, the Participant will reimburse the Promoter for all costs incurred by the Promoter due to third party claims in regards of such claims, including legal expenses and costs of legal service. The Promoter may require delivery of the scan or original statement of consent to the distribution of the image, which will be a condition for further participation in the Contest.
4. Submitting a Contest Entry in accordance with the Contest Rules, is equivalent to grant the Promoter a non-exclusive, royalty-free license, including the right to sublicense and the rights of the legal entities to allow the exercise of a subsidiary right to submit a Contest Entry including the materials submitted in the form of presentations, without a time or territorial limitation and without any possibility of denouncing them in accordance with the provisions of article 68(1) of the law of 4<sup>th</sup> of February 1994 regarding copyright and related rights (Journal of Laws 2019, item 1231, as amended), in the following fields of exploitation:
  - a. in fixing and multiplying the Contest Entry – fixation and multiplication by any technique, including printing, reprographic, magnetic recording and digital technology;
  - b. as regards the marketing of a competing declaration, the placing on the market, lending or rental;
  - c. for the dissemination of a design Contest Entry other than as described in points (a) and (b), the public display, the public making available in such a way as to disseminate the design Contest Entry in a manner other than that described in points (a) and (b), the public display, display, public making it available in such a way so that everyone can access it at the place and time of their choice, i.e. distribution in the press, on the Internet, in large format posters and in all other forms of communication, promotion, advertising, marking and production of goods;
5. Under the license granted, the Participant agrees not to execute personal copyright to the materials (including presentations) in terms of the Promoter in particular, agrees to use the materials (including presentations) without giving the author's name or nickname.

## **§ 7 CLAIMS**

1. All claims relating to the Contest should be submitted in writing, under the condition of nullity, to the address of the Promoter's seat, with the following words: Complaint, "Nowy Styl Supplier Sustainability Award – 2021".
2. Complaints must be sent by registered letter with acknowledgment of receipt. Complaints may be submitted no later than 30 days from the date the Contest results were announced. The date of the postmark determines how the time limit for lodging a claim is maintained, subject to that consignments bearing the date of the postmark with the above date will be taken into account, which entered the seat of the Promoter. Claims submitted after the deadline will not be considered. The claim should include the name, full address and telephone number as well as a detailed description and justification of the claim. The claim should be signed by the Participant in own hand, under the penalty of nullity.
3. Complaints will be dealt with by the Jury Panel.
4. The Jury Panel will consider the Participants' complaints under this Contest Rules.
5. The Jury Panel shall examine the complaint within 14 days of its receipt. The Participant who issued the complaint will receive the Jury Panel decision in writing to the address given by the Participant in the complaint.

6. The Contest Participant will be notified of the decision of the Contest Promoter by registered letter to the address provided in the claim.

## § 8 JURY PANEL

1. In order to ensure the proper organization and conduct of the Contest, in particular to assess the validity of entries in the Contest and to select the winners of the Contest, as well as the handling of the complaints submitted by the Participants, the Promoter will establish the Jury Panel ("the **Jury Panel**").
2. The Jury Panel will consist of eleven persons delegated by the Promoter. A minutes shall be written down from the meetings of the Jury Panel. The Jury Panel shall take its decisions by simple majority.

## § 9 FINAL PROVISIONS

1. The Promoter's liability in reference to the Contest is limited to the Participant's share of the Award provided for the Contest.
2. No reimbursement or other expenses incurred by the Contest Participants shall be due to participation in the Contest.
3. The Promoter reserves the right to amend this Contest Rules. In case of any amendments introduction, the Promoter must inform all participants in the Contest of this change by e-mail, while justifying the need to amend the provisions of this Contest Rules.
4. On matters not covered by this Contest Rules, the generally applicable Polish law, in particular the provisions of the Civil Code (Journal of Laws 2020, Item 1740), shall apply.
5. Any disputes arising out of the performance of obligations in connection with this Contest shall be settled by the competent General Court.
6. This Contest Rules is available on the Internet at [www.nowystyl.com/ssa](http://www.nowystyl.com/ssa) and at the Promoter's premises.
7. This Contest Rules has been set in Polish version originally. To determine the interpretation and meaning of the provisions of the Contest Rules, the Polish version shall be used. If there are any discrepancies between the versions, Polish version prevails.

This Contest Rules enters into force on 1<sup>st</sup> of May 2021.