

Terms and conditions (T&Cs) of the "Nethone Fraud Knowledge Contest"

§ 1 General provisions

1. "**Organizer**" of the Contest is **Nethone sp. z o.o.** having its registered office in Warsaw, address: Prosta 20, 00-850 Warsaw, registered in the Register of Entrepreneurs under KRS number 0000635459, whose files are kept by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, having the tax identification number: 522-307-06-03, statistical no. 365348186, having the share capital of PLN 21,538,750.00. The Organizer is also a promisor of the prizes in the Contest.
2. The Organizer has the right to verify the fulfillment of the conditions of participation. The Organizer may request the statements and consents confirming the fulfillment of the conditions of participation in the Contest, referred to in these T&Cs, in writing and send them to the Organizer's address. If the Organizer does not receive them, the Organizer may consider that the statement was not made at all, which will entail the exclusion of that person from the Contest.
3. The Organizer informs that the Contest is in no way sponsored, supported, administered or affiliated with any social media platform. Social media platforms may be used by the Organizer to merely promote the Contest, but the Contest itself is not organized or carried out on or through such platforms. The information provided by the person entering the Contest is the information provided to the Organizer and not to any social media platform administrator. This information will be used solely for the purpose of conducting the Contest. By entering the Contest, the participant fully releases any social media platform owner and administrator from any liability to the participant.
4. Whenever the T&Cs refer to:
 - a) **Application** - it should be understood as submitting a fully completed Survey (responses to all questions it contains), which shall simultaneously serve as an application for participation in the Contest;
 - b) **Newsletter** - it should be understood as a digital content "Fraud News Info Pack", supplied by the Organizer under a digital content supply agreement concluded separately and voluntarily via Organizers website (<https://nethone.com/newsletter>) with interested parties;
 - c) **Participant** - it should be understood as an individual with full legal capacity who has made an Application;
 - d) **Survey** - it should be understood as a digital service supplied by the Organizer or a third-party, in the form of a survey/questionnaire, containing questions based on the content supplied in the Newsletter during the period of the Contest.

§ 2 Conditions of participation in the Contest

1. The conditions for participation in the Contest are:
 - a. subscribing for the Newsletter and/or maintaining such a subscription active during the period of the Contest (condition deemed fulfilled by current, active subscribers of the Newsletter);
 - b. completing the Survey;
 - c. submitting an Application within the prescribed deadline.
2. Participants in the Contest may only be persons who are 18 years of age or older at the time the Application is made.
3. Employees, contractors and associates of the Organizer, as well as their family members or close relatives are excluded from participating in the Contest.
4. Applications submitted by persons who do not meet the conditions specified above or concerning Participants who do not meet the conditions specified herein will not participate in the Contest.

§ 3 Rules of the Contest

1. The Contest is held from April 1, 2023, to July 31, 2023 (period of the Contest).
2. Participation in the Contest is voluntary and implies acceptance of these T&Cs.
3. Participation in the Contest begins by submitting an Application by the Participant.
4. The Survey would be based on information supplied in Newsletter editions in April, May, June and July. Due to the above fact, it is advisable to subscribe to the Newsletter at the earliest, although it would be possible to submit an Application by any person subscribing to the Newsletter prior to the end of the period of the Contest,
5. The link to the Survey will be shared not later than by July 15, 2023. Applications that will participate in the Contest must be submitted at the latest on July 31, 2023, at 23:59 PM.
6. The Application constitutes a statement of will to participate in the Contest.
7. Participants in the Contest are required to act in person. All Applications must be made by final Participants.
8. By submitting the Application, the Participant declares that he/she/they is/are the author of the Application and that it does not infringe the rights of third parties in any way.
9. Each Participant may make only one Application.

§ 4 Determination of winners and awards

1. The Survey is a single-choice test on the knowledge based on the contents of the Newsletter sent over the course from April to July. The Survey is scored, where each correct answer is awarded 1 point and each incorrect answer – 0 points.

2. The "**Jury**" of the Competition consists of two representatives of the Organizer, being members of its Marketing Team.
3. The Jury of the Contest, from among all the Applications participating in the Contest, will select 3 (three) "**Winners**" to whom it will award the "**Prizes**".
4. In evaluating the Applications, the Jury will take into account the number of points scored from the Survey and/or the timing of filing the Application. In case multiple Participants score the maximum number of points, the earliest of the Applications are considered victorious. The same rule applies in case there are multiple Applications with lower number of points, until all Prizes are Awarded.
5. A Participant can be awarded only once during the entire Contest.
6. The Prizes are:
 - a. #1st place – RAPID Edu eLearning Course (online course) regarding ATO (*account takeover*) organized and conducted by the Merchant Risk Council and the Organizer, worth USD 150;
 - b. #2nd and #3rd place – Lego blocks automobile branded with Nethone's identification, worth EUR 75 each.
7. The Organizer will contact the selected Winners by August 10, 2023, via their emails specified when filling out the Survey. Personal data of the Winners will not be published in the Organizer's social media or other channels of communication, but the Organizer may inform the public on the fact the Winners were selected.
8. The Organizer reserves the right to contact the selected Winners in person to arrange the details of Prize collection.
9. Due to the fact the 1st Prize constitutes the access to a digital *content/service** it may be realized for up to 1 year following its awarding, in terms specified by the Organizer, via remote (electronic) means of communication. The 2nd and 3rd Prize will be sent to the correspondence address indicated by the Winner using a reputable courier service (worldwide), within 14 days from providing information on the address to the Organizer by a given Winner.
10. In the event that the Winner cannot be contacted or does not respond to a communication from the Organizer by August 31, 2023, the Winner is deemed to have forfeited his/her/their right to receive the Prize. The Organizer is not responsible for the inability to receive the Prize for reasons attributable to the Winner.
11. The Winner is not entitled to reserve any special features of the Prize, except for the selection of the date of the ATO course, if there are multiple terms indicated by the Organizer to choose from. The right of participation in the ATO course shall be however valid for 1 year following the announcement of the Winners.

12. The Winner may not transfer the Prize to another person without the prior consent of the Organizer.
13. Failure to collect the Prize by the Winners, or if the selected Winner was in fact a Participant who was not entitled to participate in the Contest or obtain the Prize in accordance with the provisions of these T&Cs, shall result in the termination of the right to the Prize and any claims on this account against the Organizer.
14. In the event that the Winner is found to be in gross violation of the provisions of these T&Cs or the Winner has influenced the awarding of the Prize in an unauthorized manner, the Prize won by a given Winner in the Contest shall be deemed forfeited.
15. In cases specified in paragraphs 10, 11, 13 and 14 above, the Organizer may award the Prize to another Participant (and, subsequently, the remaining Prizes to subsequent Winners/Participants) but is not obligated to do so.
16. The Organizer declares that based on Article 21.1.68 of the Personal Income Tax Act (i.e., Journal of Laws of 2022, item 2647, as amended), none of the Prizes promised in this Contest are subject to personal income tax, due to their value, not exceeding the statutory threshold. However, further tax implications may apply in case the Winner is a foreigner, therefore these shall be consulted by the Participants prior to filing the Application. The Participant hereby accepts that he is solely responsible for seeking and obtaining professional advice regarding tax or other public law liabilities arising out of the fact of becoming a Winner or being awarded with the Prize. By submitting the Application, the Participant hereby releases and indemnifies the Organizer from any tax obligations (or any other public law obligations) that are imposed on the Organizer in accordance with generally applicable law and for which the Organizer is not the sole payer, arising from or in connection with the participation of the Participant in the Contest, including in particular in connection with awarding the Participant (Winner) with the Prize.

§ 5 Complaints

1. The Participant has the right to file complaints regarding the way the Contest works or violations of the T&Cs, to the Organizer's e-mail address: dominika.pogudz@nethone.com, within 5 days from the end of the Contest period.
2. The written complaint should include the Participant's email address, details on the Application made, as well as the exact reason for the complaint.
3. The Organizer is obliged to consider the submitted complaints within 5 days from the date of their receipt and notify the complainant of its decision taken as a result of the complaint.
4. The decision of the Organizer shall be treated final.

§ 6 Personal data

1. The controller of the Participants' personal data is the Organizer.
2. The Organizer will use the Participants' personal data only for the purpose of realization of the Prize entitlements and coordination of the Contest and will not process them in any other way. The personal data of the Contest Participants will be deleted or anonymized immediately following the expiration of the deadline for their claims, and of the Winners, after the Prizes have been realized or the statutory limitation period for their realization has passed, unless separate consents have been given for their use for separate purposes.
3. The basis for data processing in the scope of the Contest is Article 6(1)(b) and (f) of the General Data Protection Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 ("**GDPR**"), i.e. necessity to fulfill the contract and the administrator's legitimate interest in coordinating the conduct of the Contest. The above shall be without prejudice to other grounds for processing, arising, for example, from consents given by the Participant.
4. Disclosure of certain personal information in the Application by the Participant is a condition for participation in the Contest.
5. Winners' personal data may be shared with service providers necessary for the smooth running of the contest, including mailing, marketing, accounting, legal service providers, electronic payment providers, and any persons authorized by the Organizer or processors to process data on its behalf.
6. The processing of Participants' personal data for the purpose of the Newsletter is subject to separate rules, available to the subscriber at signup.
7. Details on the processing of the personal data by the Organizer, including the rules governing the processing of personal data for the purpose of the Newsletter may be found in its Privacy Policy, available under <https://nethone.com/privacy-policy>.

§ 7 Final provisions

1. The T&Cs are available at the Organizer's website under [•], linked in the Survey form, as well are linked or published in all channels of communication where the Contest is announced, with the first communication in this regard.
2. Participation of the Participant in the Contest implies acceptance of the Contest rules specified herein in these T&Cs.
3. The Organizer reserves the right to change these T&Cs and the rules of the Contest within the limits provided by law, but in a manner that does not

deteriorate the conditions of participation or Participant's situation in the Contest.

4. The Organizer shall not be liable for any property or non-property damage, not caused by the Organizer, suffered by the Participant as a result of his/her/their participation in the Contest.
5. The Participant shall indemnify the Organizer for any violation of the law or the rights of third parties as a result of the Participant's participation in the Contest or any other act or omission of the Participant in connection with the Contest.