

NESPRESSO WINTER CONTEST „#ZimaZNespresso” CONDITIONS

1. DEFINITIONS

1.1. The following definitions of terms used in these Regulations are adopted:

"Instagram" means an app called Instagram available for download at www.instagram.com;

"Jury" means the jury appointed by the Organiser and Nespresso in the Contest in order to make an independent, free and discretionary assessment of the execution of the Contest Task by the Participants and to select the Contest Winners;

"Civil Code" means the Act of 23 April 1964. - Civil Code (Journal of Laws of 2020, item 1740, 2320 as amended);

"Contest" means the *#LatoZNespresso* Contest organised on the basis of these Rules by the Organiser on behalf of Nespresso, the founder of the Prizes;

"Winner" means an Entrant of the Contest who has been selected in accordance with the provisions of the Regulations as one of the three Entrants of the Contest and has taken respectively: 1st place or 2nd place or 3rd place in the Contest- and to whom the Prize corresponding to the place taken in the Contest will be awarded;

"Prize" means the reward given to the Winner as a result of winning the Contest, the form and value of which depends on the place taken in the Contest;

"Nespresso" means Nestlé Polska Spółka Akcyjna with its registered office in Warsaw, address: 32 Domaniewska Street, 02-672 Warsaw, entered in the Register of Entrepreneurs

kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000025166, NIP 5270203968, REGON 010006420, BDO 000016180, share capital PLN 42,459,600, fully paid up;

"Organiser"

means Stor9 Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa with its registered office in Warsaw, ul. Adama Naruszewicza 14, 02-627 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number: 0000672062, REGON: 366991292, NIP: 5252706305;

"Copyright"

means the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2019, item 1231, of 2020, item 288, as amended);

"Regulations"

means the Contest Regulations forming the basis for the Contest, defining the rules of Contest organisation and the rights and obligations of its Participants;

"GDPR"

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;

"Participant"

means an adult natural person who:

- a) has full legal capacity;
- b) has its place of residence in the territory of the Republic of Poland;
- c) has an active Instagram account that is available

for public viewing;

- d) takes part in the Contest for purposes that are not related to his/her commercial or professional activity;
- e) has read and accepted the Terms and Conditions in accordance with paragraph 4.1 of the Terms and Conditions;
- f) is not any of the persons referred to in Rule 4.2;
- g) completes the Contest Task in accordance with the provisions of the Regulations;

"Photo"

means a photograph created and made available by an Entrant on Instagram as part of the Contest Task, which constitutes a work as defined by Copyright Law;

"Contest Task"

means the contest task addressed to the Participants, as detailed in paragraph 3.1 of the Regulations.

2. GENERAL PROVISIONS

- 2.1. Participation of Participants in the Contest takes place under the terms of the Regulations.
- 2.2. The Contest takes place on the territory of the Republic of Poland, based on Polish law.
- 2.3. The Contest is organised by the Organiser on behalf of Nespresso, which is the sponsor of the Prizes. The Contest is conducted by the Organiser as a public promise within the meaning of art. 919 - art. 921 of the Civil Code regarding the delivery of the Prizes and is not a lottery, game of chance or any other game whose result depends on chance within the meaning of art. 2 of the Act of November 19, 2009 on gambling games (Journal of Laws of 2020, item 2094, of 2021, item 802, 815 as amended).
- 2.4. Participation in the Contest is voluntary and free of charge.
- 2.5. The use of Instagram is only possible with a device that allows the Participant to access the Internet, using software to view its content.

2.6. The Contest is not sponsored, administered or organised by Instagram, which is not responsible for the organisation or conduct of the Contest. All questions, comments and complaints relating to the Contest should be directed to the Organiser in accordance with the Terms and Conditions and not to Instagram.

3. CONTEST TASK AND COURSE OF THE CONTEST

3.1. The Contest is based on the Participants completing the Contest task consisting of taking a Photo of a summer styling inspired by the Nespresso brand, using the Nespresso coffee or Nespresso machine, sharing the Photo on Instagram on the Participant's profile, tagging it with the hashtag #ZimaZNespresso and adding it to the observed Nespresso profile on Instagram [@nespresso.pl] - in the period from 22 December 2021 at 08:00 a.m. to 03 January 2022 at 11:59 p.m. Photos uploaded after 11:59 p.m. on 03 January 2022 will not be taken into consideration.

3.2. The photo should be a result of the Participant's personal creativity and may not contain content that is offensive, vulgar, immoral, pornographic, racist, propagating intolerance or violence - both in the text and graphic layer. The photo may not contain products, trademarks, logos, word names or other signs identifying brands other than Nespresso. The photo cannot contain images of persons other than the Participant, and cannot violate the rights of third parties, in particular the personal rights of third parties. The photo must meet the 1:1 (square) aspect ratio.

3.3. If the Participant publishes a Photo with a proportion other than that indicated in paragraph 3.2., The Organizer reserves the right to crop the Photo, at its sole discretion, to which the Participant agrees.

3.4. The Contest will be conducted from 22 December 2021 at 08:00 a.m. to 08 January 2022 at 12:00 p.m. in IV (four) phases:

a) **Phase I of the Contest** will consist of the Participants carrying out the Contest Task from 08:00 a.m. on 22 December 2021 until 11:59 p.m. on 03 January 2022 and the Jury selecting 8 (eight) Photographs by the end of 04 January 2022 according to the criteria indicated in paragraphs 5.1 and 5.2 of the Regulations.

The Contestants who have taken one of the 8 (eight) Images selected by the Jury in accordance with the criteria set out in paragraphs 5.1 and 5.2 of the Rules, will be selected by a discretionary decision of the Jury in 4 (four) pairs of 2 (two) Contestants each, and will be qualified for further participation in the Contest in Phase II.

b) **Phase II of the Contest** will be held on 05 January 2022 from 11:00 a.m. to 11:00 a.m. on 06 January 2022 and will consist of the Organiser publishing the Photos of each of the 4 (four) pairs selected in Phase I of the Contest on the Nespresso profile on Instagram [@nespresso.pl] and voting by those observing the Nespresso profile on Instagram. The publication on the Instagram profile will take place in any way chosen by the Organiser.

From each of the 4 (four) pairs, one Participant will be selected whose Photo was voted for by the most followers of the Nespresso profile on Instagram. These 4 (four) Participants will be selected by a discretionary decision of the Jury into 2 (two) pairs of 2 (two) Participants each and will be qualified for further participation in the Contest in Phase III.

- c) **Phase III of the Contest** will be held on 06 January 2022 from 11:00 a.m. to 11:00 a.m. on 07 January 2022 and will consist in the Organiser publishing the Photos of each of the 2 (two) pairs selected in Phase II of the Contest on the Nespresso profile on Instagram [@nespresso.pl] and conducting a vote of those observing the Nespresso profile on Instagram. The publication on the Instagram profile will take place in any way chosen by the Organiser.

Out of each of the 2 (two) pairs, one Participant will be selected whose Photo was voted for by the most followers of the Nespresso profile on Instagram. These 2 (two) Participants will be chosen by the Jury to form the final couple fighting for 1st and 2nd place in the Contest.

The remaining 2 (two) Participants of Phase III of the Contest, whose photos received the least number of votes from those observing the Nespresso profile on Instagram, will be selected by the Jury into a pair competing for 3rd place in the Contest.

- d) **Phase IV of the Contest** will be held on January 07, 2022 from 12:00 p.m. to 12:00 p.m. on January 08, 2022 and will consist of the Organiser publishing the photos of each of the 2 (two) pairs selected in Phase III of the Contest on the Nespresso profile on Instagram [@nespresso.pl] and holding a vote. The publication on the Instagram profile will take place in any way chosen by the Organiser.

From the final pair of Contestants vying for 1st and 2nd place in the Contest, one Contestant will be selected whose Photo received the most votes from those who follow the Nespresso profile on Instagram, and who will consequently be deemed the 1st place winner in the Contest. The second Entrant from the final pair competing for 1st and 2nd place in the Contest who received fewer votes will be deemed the 2nd place Winner.

From among the pairs competing for third place in the Contest, one Participant will be selected whose Photo has been voted for by the most followers of the Nespresso profile on Instagram, who will consequently be deemed the winner taking third place in the Contest.

3.5. Participation in the Contest takes place when the Contest Task is completed.

3.6. The Participant can opt out of the Contest at any time by sending a message via the Nespresso profile on Instagram [@nespresso.pl] or by using the form on the website: www.nespresso.com/pl/pl/contact-us.

4. CONTESTANTS

4.1. To participate in the Contest, the Participant must first accept the Regulations via private message sent on Instagram to the Nespresso profile [@nespresso.pl]. In this message, the Participant indicates his/her

name, surname, username on Instagram and adds the sentence: *I declare that I have read the Rules of the Contest and accept its content* - which is tantamount to accepting the Regulations.

4.2. Participants may not be:

- a) employees, collaborators, representatives, proxies or members of the authorities of the Organiser or Nespresso or other entities directly involved in preparing and conducting the Contest;
- b) members of the Jury;
- c) family members of persons referred to in points a) and b) above (i.e. ascendants, descendants, siblings, spouses, parents of spouses and persons in an adoption relationship with such persons).

4.3. The Organiser reserves the right to exclude Participants from the Contest (both during the Contest, as well as in the event of a later discovery of circumstances, after the day of the selection of the Winners or the awarding of the Prizes):

- a) who have not accepted the Regulations as set out in paragraph 4.1 above;
- b) whose actions are contrary to generally applicable laws, the Rules or Instagram's regulations, in particular Entrants who share a Photo or other type of material containing offensive, vulgar, immoral, pornographic, racist, propagating intolerance or violence - both in text and graphics;
- c) who take action through a third party;
- d) who interfere with the operation of the Contest, use tools that may contribute to the falsification of the Contest results, in particular create fictitious Instagram accounts or take over someone else's Instagram account, provide inaccurate personal data, fictitious e-mail addresses or data of other persons, carry out actions aimed at falsifying the Contest results or unfairly increase the chances of winning the Contest;
- e) who have sent a Photograph in relation to which a third party's claim has been reported and whose legitimacy has been substantiated, particularly in the scope of dissemination of the image of the person depicted in the Photograph or infringement of personal rights or copyrights;
- f) whose Image contains advertising or promotional content or trademarks, logos, word names or other indications relating to any party other than Nespresso.

4.4. In the event that an Entrant is excluded from the Contest, he/she has no right to continue participating in the Contest, in particular the Entrant has no right to obtain the Prize.

4.5. In a situation where doubts are raised as to whether an Entrant's conduct in the Contest complies with the Regulations, the Organiser has the right to conduct an explanatory procedure aimed at removing the doubts that have arisen. In order to do so, the Organiser may require the Entrant to make certain statements in writing or in the form of an email (at the Organiser's discretion), to provide specific data or

submit specific documents necessary for proper participation in the Contest. Failure to comply with the Regulations or unjustified refusal to comply with the above demands may result, after an investigation, in the exclusion of a given Entrant from the Contest and the expiry of his/her right to the Prize. For the duration of the investigation procedure, the Organiser may suspend the Entrant's right to further participation in the Contest.

5. AWARD PRINCIPLES

- 5.1. Contest tasks completed by the Participants will be assessed independently and discretionarily by a Jury appointed by the Organiser and Nespresso consisting of 7 people.
- 5.2. The Jury will evaluate the execution of the Contest Tasks according to the evaluation criteria established in the common agreement, including in particular the following guidelines:
 - a) The Contest Task has been carried out in accordance with the Regulations, Instagram rules and regulations and applicable laws;
 - b) The Contest task was carried out in the most innovative, creative, original and interesting way, according to the subjective feelings of the Jury.
- 5.3. The Prizes will be awarded to no more than 3 (three) Winners whose Photographs have been deemed by the Jury to meet the judging criteria referred to in paragraph 5.2 above and whose Photographs have been selected as the winners in accordance with the procedure set out in paragraph 3.3 of the Regulations.
- 5.4. Consolation prizes will be awarded to 5 (five) Laureates who did not take any of the 3 places in the Competition, and whose Photos were selected in the 1st stage of the Competition, in accordance with the procedure specified in section 3.4 of the Regulations.
- 5.5. The winners of the Contest will be announced on January 10, 2022 by 06:00 p.m., on Nespresso's Instagram profile [[@nespresso.pl](#)].
- 5.6. Each Winner will receive a Prize, the form and value of which will depend on the place they have achieved in the Contest:
 - a) **1st PLACE:** prize of Vertuo Next Luxury Teal DeLonghi coffee machine / SKU: GDV1-EU-LT-NE with a total value of: PLN 799.00 gross;
 - b) **II PLACE:** an Aeroccino3 White / SKU: 3694-EU-WH prize worth: PLN 329.00 gross;
 - c) **III PLACE:** prize in the form of Nomad Travel Mug Medium Burgundy / SKU: 3759 with a gross value of PLN 105.00.

- d) **5 (five) Winners** who did not take any of the 3 places in the Competition, and whose Photos were selected in the 1st stage of the Competition: consolation award in the form of Dark Chocolate with Ginger pieces / SKU: 3272 worth PLN 35.00 gross.
- 5.7. The sponsor of the Prizes is Nespresso.
- 5.8. Each Winner of the Contest should send a private message to the Nespresso profile on Instagram [@nespresso.pl] no later than on January 15, 2022 indicating in the message the following data: the Winner's first and last name, the Winner's e-mail address, the Winner's correspondence address to which the Prize will be sent (street, house number, postal code, city), the Winner's residential address, the Winner's telephone number , the data necessary to fulfil the obligations connected with the payment of income tax on the Prize (in particular, information concerning the Tax Office competent for the Participant).
- 5.9. In the event that the Winner does not send the message referred to in point 5.7 of the Regulations by 4 August, 2021 , the Winner may be excluded from the Contest and lose the right to the Prize.
- 5.10. The Prize will be released on the terms and conditions agreed between the Organiser, Nespresso and the Winner in private correspondence.
- 5.11. Prizes are not exchangeable for any other benefits, in particular cash benefits. The Prize Winner may not demand payment of the monetary equivalent of the Prize or reserve any special properties of the Prize. The Winner does not have the right to transfer the Prize or the right to the Prize to third parties.
- 5.12. The Winner has the right to surrender the Prize, in which case he or she is not entitled to any claims against the Organiser or Nespresso, in particular the Winner does not have the right to demand payment of the financial equivalent of the Prize or exchanging the Prize into other benefits.
- 5.13. In the event that the Prize is not collected by the Winner in time or the Prize is not released due to the Participant's exclusion from the Contest, the Prize remains the property of the Organiser.
- 5.14. The Prize received by the Participant may constitute the prize in Contests and games organised and broadcast (advertised) by the mass media within the meaning of the relevant tax regulations or a gratuitous service received from the Founder in connection with its promotion or advertising, and as such may be subject to taxation. If the law provides for a tax obligation depending on the value of the Prize, an additional cash prize in the amount of 11.11% of the value of the Prize will be added to the value of the Prize. In such a case, part of the Prize constituting the added cash amount shall not be paid to the awarded Participant, but shall be collected by the Organiser, before the Prize is given to the Prizewinner, as a 10% lump-sum income tax on the total value of the Prize referred to in art. 30 sec. 1 item 2 of the Personal Income Tax Act of July 26, 1991 (Journal of Laws of 2020, item 1426, 1291, 1428, 1492, 1565 as amended). The Contest participant consents to the deduction and payment on his behalf to the appropriate tax office of the lump-sum tax on the Prize by the Organiser - in accordance with the applicable tax law, in particular the aforementioned Act. The consent is tantamount to deducting the cash

bonus awarded to the Prize corresponding to the amount of the lump-sum tax on the Prize in the Contest.

5.15. The Organiser is responsible for calculating, collecting and remitting the personal income tax due.

6. LICENSE

6.1. At the moment of entering the Contest, the Participant grants the Organiser and Nespresso a free, non-exclusive license to use the Photograph for the purposes of effectively conducting the Contest. At the moment of receiving the Prize, the Winner grants Nespresso a free, non-exclusive license to use the Photo for the purposes of effective marketing, including in particular promotional activities for the Nespresso brand, in all fields of use known at the moment of determining the Photo, without any territorial and quantitative limitations, including the fields of use indicated in article 50 of the Copyright Law and in the following fields of use:

- a) introduction into computer memory and the multimedia network in an unlimited number of broadcasts and copies;
- b) use in multimedia works;
- c) marketing via the Internet and other transmission technologies using telecommunications, computer networks and wireless networks;
- d) use of the work in whole or in part;
- e) circulation of the original or copies on which the work has been fixed - introduction of multiplied carriers into circulation in the country and abroad, lending the original or copies;
- f) dissemination of the work, public performance, exhibition, display, and making the work available to the public in such a way that everyone can access it from a place and at a time individually chosen by them, including, in particular, making it available on websites
- g) multiplication by any technique;
- h) fixation on any medium;
- i) use for purposes related to other business activities of the Organiser or Nespresso.

6.2. The Participant authorises the Organiser to exercise the derivative rights to the Photograph to the extent justified by the use of the Photograph in the fields of exploitation indicated in section 6.1, including modifying the work, combining it with other works, transferring it to other entities for the purpose of modification. Additionally, the Participant agrees not to mark the work with his/her name, surname, pseudonym or Instagram account name and to make the Photograph available anonymously by the Organiser or Nespresso.

6.3. The Organiser as well as Nespresso is entitled to grant sub-licences to other entities.

- 6.4. The Participant represents that the Photograph is the result of his/her individual and original creative activity and that he/she will hold the copyrights to the Photograph. In particular, the Participant represents that his/her rights to the Photo are not limited or encumbered in any manner for the benefit of third parties, and further represents that the use of the Photo by the Organiser or Nespresso will not threaten or violate any rights, goods or customs, or any confidentiality protected by law or by obligation.
- 6.5. The Participant agrees for the Organiser and Nespresso to use and disseminate the Participant's image, as well as his/her name and surname in connection with informing about the Contest and its promotion, conducting the Contest, including announcing the winner of the Contest - regardless of the carrier and medium, in particular on the Organiser's or Nespresso's website and social media. Promotion of the Contest is considered to be, in particular, the creation of coverage of the Contest on websites, including social networks and on Instagram, the creation of compilations using the Participant's image and making them available on Instagram.
- 6.6. In the event that a third party asserts claims against the Organiser, Nespresso or the sub-licensee arising from the infringement of its potential rights to the Photograph, the Participant undertakes to satisfy such claims in full and release the Organiser, Nespresso or the sub-licensee from any liability in this respect as well as to repair the damages and reimburse costs incurred by the Organiser, Nespresso or the sub-licensee. In the event that the claims referred to in the preceding sentence are pursued in court, the Participant undertakes to join the litigation on the side of the defendant and take all actions to release the defendant from participation in the case.
- 6.7. The Organiser and Nespresso shall have the right to require the Participant to enter into an appropriate written agreement based on which the Participant's licence will be confirmed. The Participant shall be obliged to enter into the relevant licence agreement in the event that it receives such a request from the Organiser or Nespresso.

7. PROCESSING OF PERSONAL DATA

- 7.1. The administrator of the Participants' personal data is Nespresso and the Organiser.
- 7.2. The data is processed to the extent necessary to implement the provisions of the Regulations only on the basis of the provisions of the law (on the basis of Article 6.1.c GDPR) or the consent expressed by the Participant in accordance with the applicable provisions of the law (on the basis of Article 6.1.a GDPR) or in the event that the processing is necessary for the purposes arising from the legitimate interests pursued by Nespresso or the Organiser (on the basis of Article 6.1.f GDPR), whereby:
- a) Nespresso processes the personal data of the Participants solely for the purpose of holding the Contest, correctly fulfilling its obligations specified in the Regulations, determining and announcing the results of the Contest, communicating with the Participants, distributing the Prizes, fulfilling legal obligations related to settling due income tax at the Revenue Office, and maintaining Contest documentation for inspection by authorized authorities;

- b) The Organiser processes the Participants' personal data solely for the purpose of preparing and holding the Contest on behalf of Nespresso, for proper performance of its obligations specified in the Rules, determining and announcing the results of the Contest, communicating with the Participants, processing complaints, and maintaining the Contest documentation for inspection by authorized authorities.
- 7.3. The Organiser and Nespresso will process the following personal data of the Participant respectively:
- a) in relation to all Entrants: name and surname, Instagram profile name, email address, image on Photos submitted as part of the Contest;
 - b) with regard to the awarded Participants: first and last name, Instagram profile name, e-mail address, correspondence address (street, house number, postal code, city), address of residence, data necessary for the performance of obligations relating to the payment of income tax on the Prize (in particular, information relating to the Tax Office competent for the Participant), telephone number, image on the Photos submitted as part of the Contest.
- 7.4. Entrant's participation in the Contest is tantamount to the voluntary submission of personal data and consent to its processing. Providing personal data is necessary to conduct and participate in the Contest.
- 7.5. The Participant's personal data will be stored only for the period necessary for the execution of the Contest and delivery of the Prize, as well as for the period necessary to settle the awarding of the Prizes by the Tax Office and the statute of limitations for any possible claims resulting from the execution of the Contest - but not longer than a period of 6 years.
- 7.6. The participant has the right to access the content of his personal data and the right to rectify, delete, limit processing, the right to data portability, the right to object to processing, the right to withdraw consent at any time without affecting the legality of processing, which was performed on the basis of consent before its withdrawal. The participant has the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data violates the provisions of the GDPR.
- 7.7. In order for the Participant to exercise his/her rights regarding the protection of his/her personal data, the Participant shall send an appropriate request or question relating to the processing of his/her personal data:

- a) to Nespresso at e-mail address: data.privacy@pl.nestle.com or in writing to the correspondence address: Nestlé Polska Spółka Akcyjna based in Warsaw, address: 32 Domaniewska Street, 02-672 Warsaw, with the note "ZimaZNespresso Contest"; or
 - b) to the Organiser at the e-mail address: info@stor9.com or in writing to the correspondence address of Stor9 Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa, 14 Adam Naruszewicza Street, 02-627 Warsaw
- 7.8. Nespresso and the Organiser as the personal data controller may entrust another entity, by means of a written agreement, with processing the personal data of the Participants for the purposes and to the extent connected with organizing and conducting the Contest, e.g. courier companies, IT service providers, entities providing accounting or legal services. These entities, while processing personal data of Participants, must provide guarantees of implementation of technical and organizational solutions which will protect personal data and meet the requirements of GDPR.
- 7.9. Each Participant may request at any time that the Organiser and Nespresso cease using his or her personal data. However, if such a request is made during the Contest period, the Organiser, upon granting such request, will exclude such Participant from participating in the Contest.
- 7.10. Providing personal data is voluntary, but necessary in order to take part in the Contest. Failure to provide personal data, or providing even partially incorrect personal data makes it impossible to participate in the Contest, may be the basis for excluding the Entrant from participation in the Contest, and may make it impossible to award the Prize to that Entrant. Nespresso and the Organiser reserve the right to verify whether the Entrant meets the conditions specified in the Regulations. In order to do so, they may require the Entrant to make specific statements, provide specific data, or submit specific documents. Non-fulfillment of the conditions arising from the Regulations or generally applicable laws or refusal to meet the above demands may result in the Participant's exclusion from the Contest with simultaneous expiry of the right to the Prize and any other claims against Nespresso and the Organiser, as well as entitlement to refuse to award or deliver the Prize.

8. COMPLAINTS

- 8.1. Every Participant has the right to lodge a complaint. The complaint procedure is voluntary, it does not exclude the right of the Participant to seek claims independently through court proceedings.
- 8.2. All complaints related to the Contest can be submitted by Participants:

- a) in writing by registered mail to the Organiser's registered address: 14 Adama Naruszewicza Street, 02-627 Warsaw; or
 - b) in electronic form via e-mail to the Organiser's address: info@stor9.com
- 8.3. The complaint should be made in Polish and contain at least the name, surname, username on Instagram, e-mail address, correspondence address of the Participant and a description and reason for the complaint. In the event that the complaint needs to be supplemented, the Organiser will ask the Participant to supplement it.
- 8.4. Claims of Participants shall be considered by the Organiser no later than within 14 (fourteen) days of the date of receipt of the claim by the Organiser. The Participant shall be informed of the manner of processing the complaint in the same manner in which the complaint was communicated to the Organiser, unless the Participant requests that the information be communicated in a different manner.
- 8.5. Any other objections, questions, comments or complaints regarding the Contest may be directed by e-mail to the Organiser's e-mail address: info@stor9.com.
- 8.6. Every Participant has the right to lodge a complaint. The complaint procedure is voluntary and does not exclude the right of the Participant to independently pursue claims in court proceedings. The Participant has the right to use out-of-court ways of dealing with complaints and making claims, in particular he/she may apply for mediation or settlement before an arbitration court. For this purpose, a relevant form - a request for mediation or a request for arbitration - must be submitted to the institution before which the proceedings will be held. The list and addresses of entities conducting such proceedings are available at this address: https://uokik.gov.pl/wazne_adresy.php#faq592. The Participant may also make use of out-of-court complaint and redress procedures by submitting his/her complaint via the EU online ODR platform, available at: <http://ec.europa.eu/consumers/odr/>. If the Participant does not wish to use ADR or ODR, any disputes arising under the Rules shall be resolved by a common court of law.

9. FINAL PROVISIONS

- 9.1. The rules of the Contest are available at www.nespresso.com/pl/pl/konurs-zima and at the headquarters of the Organiser and Nespresso.
- 9.2. Only in important and justified cases involving the obligation to adapt the content of the Rules to the applicable laws or to change the Organiser's or Nespresso's correspondence or registration data - to the extent permitted by law - the Organiser has the right to make changes to the Regulations, and the changes to the Regulations shall not violate or deteriorate the acquired rights of the Participants, and the Participant shall be informed by the Organiser about the changes by posting a message about the changes to the Regulations, including a summary of the changes to the Rules and maintaining this information on the website www.stor9.com and at the Organiser's registered office, as well as on Instagram, for a period of at least 14 (fourteen) consecutive calendar days before the amendments to the Regulations become effective.

- 9.3. The Entrant's rights and obligations under these Regulations and related to participation in the Contest cannot be transferred by the Entrant to any other persons without the prior written consent of the Organiser.
- 9.4. These Regulations have been drawn up in Polish and English versions. In case of discrepancies between the two versions, the Polish version shall prevail.
- 9.5. The Regulations shall enter into force on 22 December 2021.