

“ENJOY OUR BIKE”
COMPETITION RULES AND REGULATIONS

§ 1

The document contains the terms and rules of entry the “ENJOY OUR BIKE” Competition, the rights and obligations of the Organiser and of the Participants.

§ 2

The terms used in the Rules and Regulations:

- 1) The Competition – “ENJOY OUR BIKE”, led in accordance with the rules set in the Competition Rules and Regulations.
- 2) Regulations – The Competition Rules and Regulations.
- 3) The Participant, the Participant of the Competition – any natural or legal person or organisational unit without legal personality that fulfils the requirements of the Regulations, which is the participant of the Competition.

§ 3

The Organiser of the Competition and the founder of the prize is Lira Sp. z o. o. with residence in Elbląg (postcode 82-300) at Saperów Street 4, registered in the National Register of Court run by National Court in Olsztyn, VIII Economic District KRS, KRS Number 0000359716, NIP : 578-25-87-133, REGON 170 775580, company’s share 1.800.000,00 zł (further called „Organizer”).

§ 4

1. The Competition is held at the territory of Poland.
2. The Competition takes place from March 18th, 2018 till December 31st, 2018.
3. The winners of the Competition will be announced by March 30st, 2019.

§ 5

1. Before entering the Competition, a Participant should read the Regulations.
2. Entering the Competition, a Participant declares to be aware of the terms indicated in the Regulations and to accept all of the terms and rules described in the Regulations.
3. Entering the Competition is optional.
4. In the Competition may take part natural and legal persons and organisational units that:
 - a) have fulfilled the obligation described in point 3 of § 6 of the Regulations,
 - b) enter the Competition in a way described in point 1 of § 6.

§ 6

1. A Participant enters the Competition by:
 - 1) Putting the Participant’s business card into a box available at the Organiser’s stand at Light& Building fair in Frankfurt-am-Mein (hall 4.2, stand C07) in the term between March 18th, 2019 and March 23th, 2019. The business card shall contain the Participant’s contact details, including name and surname of the Participant of the name of the company, home address/residence or other contact details or fulfilling a form available at the stand mentioned above and putting the form into the box on the stand. Entering the Competition is also possible in the place and way mentioned in point 2 following, on the Organiser’s invitation.
 - 2) realization of picture documentation of a project realized with the use of light fittings that have been produced by the Organiser and ordered from the Organiser , and

delivering the documentation to the Organiser via e-mail to the address marketing@liralighting.pl till January 31st, 2019 (following: Competition Photographs).

2. The Competition Photographs shall show a project and lightning fittings that have been produced by the Organiser and ordered by the Participant from the Organiser. The Photographs shall be labelled with a short description in Polish or English, including the description of the project's realisation, and a place of the project in particular, the branch of business activity of the institution/place, and indication of the reasons of making a choice of the particular lightning fitting use. The Competition Photographs shall not include any images of the Participant (only project realisation allowed) or any trademarks other than the Organiser's one. Mandatory picture quality is minimum 300 dpi.
3. A Participant may introduce a voluntary number of projects on condition that the summarised value of the lightning fittings orders from the Organiser, ordered and paid in the period between March 23rd,2018 and December 31st,2018 is no less than 50.000 Euro (net worth).
4. The Organiser is not responsible for any problem of the Participant with the Internet access or for faulty electronic mail including a faulty e-mail delivery. There is no possibility of prolonging the deadline of Photographs delivery due to faulty electronic mail. The Participant has the right to ask the Organiser for a confirmation of receiving the e-mail with Competition Photographs.
5. The Organiser will exclude any Competition Photographs that do not fulfil the demands of the Regulations, and/or conveying political or religious propaganda, vulgar contents, pornography, racist, xenophobic, offending other persons or their views, harmful to other persons' rights, including violence or any other unlawful elements, or elements that may influence the Organiser's reputation in a negative way.
6. To avoid misinterpretation, the Organiser declares that the Competition is not organised with any cooperation or founding from Facebook or Instagram or the owner of the portals, and they are not responsible for the Competition procedure.

§ 7

1. Each Participant is free to submit any amount of Competition Photographs.
2. The entries to the Competition which do not fulfil all of the demands of the Regulations shall be excluded from the Competition and shall not be taken into the consideration while awarding the works.
3. The Organiser reserves the right to exclude the Participants that violate the terms and rules of the Regulations, or who does not fulfil the demands of the Regulations, or whose works or entries do not fulfil the demands of the Regulations.
4. The Organiser reserves the right to deny concession of the first price in case that any of the Competition Photographs does not fulfil the Organiser's expectations and to finish the Competition in an arbitrary moment without specifying the reasons.

§ 8

1. Correctness of the Competition is controlled by a Competition Committee established by the Organiser. (further: Committee)
2. The Competition Photographs shall be assessed by the Committee.
3. While assessing the Photographs, the Committee shall take into consideration creativity, overall aesthetic conditions and the accordance of the work with the Organiser's brand profile. The projects including the newest products of Lira Lighting from the 2018 offer shall gain additional points.

4. The Committee is entirely free in the choice of the Competition winner. The result of the Competition is based on the subjective assessment of the Committee as for the nature of the Competition.

§ 9

1. The results of the Competition shall be announced before March 30st,2019.
2. Among the Competition Photographs the Committee will choose one work fulfilling the demands of the Regulations which author will be awarded with the Competition Prize.
3. The Competition Prize is VITPILEN 401motorcycle, year 2018.
4. The gross value of the Competition Price is 27.300,00 zł.
5. The Competition Price may not be exchanged into any other non-cash prize, services or cash equivalent.
6. The Organiser shall announce the winner before March 30st, 2019 in the Organiser's website, Facebook profile, and Instagram profile. In the term till March 30st, 2019 the Organiser will also inform the winner about the win via the e-mail address that has been given by the winner on the business card or form while entering the Competition, or the one that has been used while sending the Competition Photographs to the Organiser.
7. When informing the winner about the prize shall be not possible, the Committee may decide to award another Participant of the Competition.
8. The winner is obliged to collect the prize on his/her own expense from the Organiser's residence in a set term, not later than within three months from the date of being informed about the win. The Organiser allows for the possibility of setting other way of collecting the prize by the winner, on the winner expense.
9. Giving false, incomplete, or untrue data demanded by the Regulations shall be a reason for denying a hand over of the Competition Prize to the Participant. In such case, the Committee may decide to award another Participant of the Competition.
10. In cases mentioned in points 7 and 9 above, and when the prize is not collected by the winner, the Committee reserves the right to not awarding the Competition Prize.
11. The winner is obliged to fulfilling all the documents necessary to collecting the prize properly, in accordance with the law and the Regulations, subject to losing the right to the prize.
12. The Organiser is not responsible for the inability of collecting the prize by the winner when the inability is not dependent on the Organiser, especially when the winner has given a wrong e-mail address or does not collect the prize.
13. Entering the Competition, the Participant agrees on publishing his/her personal data in a range necessary to present the Winner of the Competition.

§ 10

1. In accordance with point 1, § 6 of the Regulations, entering the Competition clearly indicates that the Participant accepts the terms and rules implied by the Regulations and declares agreement to the approvals included in the Regulations.
2. In accordance with point 1, § 6 of the Regulations, entering the Competition the Participant declares and guarantees that he/she holds the original copyrights in the Competition Photographs sent to the Organiser and in their descriptions as a whole and to each of their elements, and that the Photographs are original work of art of the Participant and of individual character and do not affect the rights of third parties, the Photographs include only the projects realised by the Participant or with the Participant's assistance, and the documentation of the projects may be used in the Competition in accordance with the terms and rules of the Regulations. The participant agrees on publishing of the Photographs and their use by the Organiser in accordance with the rules of the Regulations.

3. In accordance with point 1, § 6 of the Regulations, entering the Competition the Participant is aware of the fact that the Competition Photographs with their descriptions will be posted on Facebook and Instagram and the Organiser's and the Organiser's associates' websites, in newsletters, and presentations, and the Participant agrees on it.
4. The Participant declares holding the rights to grant to the Organiser a licence for using the Competition Photographs in accordance with the rules of the Act of Copyright and Related right without affecting the rights of third parties or any other agreements.
5. The Participant is fully responsible for all of the damage in a situation in which the agreements included in the present paragraph will appear untrue and for all the damages suffered by the Organiser resulting from granting an ineffective or faulty licence for using the Competition Photographs and their descriptions. If any law faults, liabilities, or rights of third parties are revealed after granting the license for using the Competition Photographs or their descriptions to the Organiser, the Participant will be obliged to relieve the Organiser from any claims of third parties, make good the damages suffered by the Organiser resulting from such liabilities or demands, and what is more, to make a public statement of appropriate content.
6. At the moment of entering the Competition, in accordance with point 1, § 6 of the Regulations, the Participant grants to the Organiser the nonexclusive, limitless according to term or territory license for using the Competition Photographs, their parts, and their descriptions. In particular, the Organiser is authorised to:
 - 1) recording and reproducing with the use of any techniques and means, and in any form, including in particular any printing, xerographic, and photography techniques, all of the reprographic techniques, magnetic recording technique, digital technique, photocopying, and scanning.
 - 2) storing and restoring – introducing to computer memory, servers, web servers, computer networks, including the Intranet and the Internet, sending via internal networks and with the use of the Internet.
 - 3) public sharing of the Competition Photographs and their descriptions, their parts and entity in such a way that allows anyone to access at any time and place, especially posting them on websites, and portals such as Facebook and Instagram.
 - 4) exhibiting, displaying, public shows,
 - 5) broadcasting with the wire line visual and phonic, and the use of wireless ground stations and via satellites.
 - 6) reemiting,
 - 7) using as a whole or partially for further compilation, in advertising materials, training materials, reporting and informational materials, newsletters, presentations, and other materials connected to the operational activity of the Organiser,
 - 8) for the marketing purposes including advertising and promotion.
7. The Competition Participant, being authorised to this, mandates the Organiser to taking for the behalf of the Competition Photographs and their descriptions – the Participant's copyrights, and in particular to:
 - 1) making decisions about inviolability of the content and form of the Competition Photographs and their descriptions,
 - 2) making decisions about supervising the way of the use of the Competition Photographs and their descriptions.
8. The Participant of the Competition declares that the author of the Competition Photographs and their descriptions will not exercise their copyright in respect of the Organisers.
9. The Organiser is authorised to translating, adjusting, change of the layout, or introducing any other changes to the Competition Photographs or their descriptions and to the usage of

- any field of exploitation depicted by the Regulations from the changes in the Competition Photographs or their descriptions introduced by the Organiser.
10. The Organiser has the right to grant a sublicense for the use of the Competition Photographs or their descriptions, as a whole or partially, on the field of exploitation depicted in the Regulations.
 11. The Organiser has the right to include and use the Competition Photographs and their descriptions in the provision of any compositions and other goods (amongst others: any computer programmes, audiovisual works, websites, data bases, etc.)
 12. Granting of the license for the use of the Competition Photographs and their descriptions is made without any fees as a part of entering the Competition.

§ 11

1. The personal data of the Participants will be processed in accordance with the Act on Personal Data Protection from August 29th, 1997 and the Regulation of the European Parliament and of the Council 2016/679 from April 27th, 2016 on the personal data protection and on the free movement of such data and on the repeal of the Directive 95/46/WE (further: RODO)
2. The Participants' data controller is the Organiser, which is Lira Lighting Sp. z o. o. with the residence in Elbląg (postcode 82-300) at Saperów Street 4, registered in the National Register of Court run by National Court in Olsztyn, VIII Economic District KRS, KRS Number 0000359716, NIP : 578-25-87-133, REGON 170 775580, company's share 1.800.000,00 zł, contact details: telephone number +48 55 236 11 85, e-mail address: info@liralighting.pl
3. The Participants' personal data will be processed on the basis on the agreement granted to the Organiser, exclusively for the purposes connected to proceeding and resolving the Competition, announcing the Competition's winner, and issuing the Competition Prize, and for the marketing purposes.
4. The personal data of the Participants may be made available to the Operator's cooperatives for the purposes mentioned in point 3 above. What is more, the personal data of the Participants may be made available to the operators of personal data hired by the Organiser, including IT services suppliers, but the operators shall process the data on the basis of an agreement with the Organiser and according to the Organiser's instructions exclusively. The personal data of the Participants will not be transmitted to countries beyond the European Union.
5. The personal data of the Participants will be stored until all of the actions connected to the Competition will be finished, no longer than till the cancellation of the agreement by the Participant that is a natural person.
6. The personal data shall not be profiled.
7. Applying the personal data is voluntary, and the Participant has the right to review, correct, and change of the data, as well as the right to demand of cessation of the data processing and the right to opposing against processing the personal data in cases enumerated in point 5, paragraph 1 of the Article 23 of the Act on Personal Data Protection from August 29th, 1997 when the data controller is going to process the data for the marketing purposes or to apply the data to another data controller.
8. What is more, the Participants who are natural persons hold the right to access to their personal data's content and the right to rectification, cancellation, restriction of the processing, the right to the data portability, the right to raising objections in cases mentioned in article 21 of RODO, the right to withdrawal the consent at any time without any influence on the compliance with the law on processing, which has been made on the basis of an agreement made before the consent withdrawal. To withdraw the consent the

Participant shall send an e-mail marketing@liralighting.pl The message shall say: “NO ENJOY OUR BIKE”.

9. The consent to the personal data processing is voluntary, nevertheless, lack of the consent will result in an inability of entering the Competition.
10. In accordance with point 1, § 6 of the Regulations, entering the Competition, the Participant gives the consent to the personal data processing on the basis of the rules complied in the Regulations and publishing of the personal data (name, surname, city) on the Organiser’s websites, and the websites of the Organiser’s associates and on the social networking sites in a case of winning the prize.
11. Entering the Competition, the Participant agrees on receiving marketing information from the Organiser the the e-mail address pointed by the Participant.
12. The Participant who is a natural person holds the right to lodge a complaint to Supervisory Body in accordance to RODO when the Participant decides that their personal data processing violates their personal rights..

§ 12

1. This Regulations is available at the Organiser’s residence.
2. This Regulations is the only document describing rules and terms of the Competition. The announcements, messages, and advertising materials connected to the Competition are only for informational purposes.
3. The Organiser reserves the right to make changes in the Regulations with the restriction of informing the Participants of the Competition about the changes in a written or electronic form.
4. The changed Regulations will be available in the residence of the Organiser.
5. The Participant who does not accept the changes shall abstain from participation in the Competition.
6. The Organiser reserves the right to finishing the Competition earlier than agreed.
7. A Participant may be excluded from participation in the Competition in case of validation of the rules of the Regulations.
8. Possible dispute arising concerning the participation in the Competition shall be examined by the court of law appropriate in accordance with the Organiser’s residence.
9. In the issues not mentioned in the Regulations there shall be applied regulations of The Civil Act, the Act of Copyright and Related Rights, and other provisions of Polish Civil Law.