

## **RULES OF PARTICIPATION IN AND LAWS OF GAME FOR THE PRIZE GAME "SPAR MARATHON WAY TO THE TARGET PHOTO CONTEST"**

### **1. ORGANISER OF THE GAME**

The organiser of the prize game "SPAR MARATHON WAY TO THE TARGET PHOTO CONTEST" ("Game") is **SPAR Magyarország Kereskedelmi Korlátolt Felelősségű Társaság (SPAR HUNGARY LIMITED-LIABILITY COMPANY)** (seat: 2060 Bicske, SPAR út, lot number: 0326/1.) ("Organiser").

The individual phases related to the transaction and execution of the Game will be done by the agency **E-BOLA MÉDIA Kft** (seat: 1026 Budapest, Riadó utca 7.) ("**Transactor**") commissioned by the Organiser.

### **2. CONDITIONS OF PARTICIPATION IN THE GAME**

- 2.1 Any natural competent persons having turned 18, having valid identification papers and not belonging to the circle specified in item 2.7 ("**Player**") may participate in the Game who, during the period specified in item 3.
- joined the fan page "SPAR Magyarország" (**Fan page**) at the website under the [www.instagram.com](http://www.instagram.com) domain (hereinafter: "**Instagram**" or "**Weboldal**") by clicking or – at the beginning of the Game – is yet joined the Fan page and accepts his/her identification by the Organiser; and
  - uploads his/her picture furnished with the following hashtag (picture identification): #SPAR\_UtACelhoz, accepts the game SPAR MARATHON WAY TO THE TARGET PHOTO CONTEST ("**Game**"); delivers his/her personal data indicated in the Instagram page to the Organiser, specifies his/her user name and participates in the game; furthermore
  - by participating in the game he/she accepts all provisions laid down in present laws of game ("**Laws of game**").
- (hereinafter together: "**Contest**")
- 2.2 During the period of the Game the Player is allowed to submit applications in unlimited number and he/she may enter with unlimited number of Pictures with #SPAR\_UtACelhoz hashtag. The Player is entitled to one Prize during the term of the game.
- 2.3 The Tender failing to comply with the formal and content conditions will automatically excluded from the Game, while the complying ones will be registered by a computer.
- 2.4 Participants specifying not real data may be excluded from the Game by the Organiser.
- 2.5 Only the Tenders uploaded to the own Instagram page with the own Instagram profile registered by the Players and furnished with the own e-mail address will be considered as valid by the Organiser. If the Player uses an Instagram profile not registered by him/her and fails to specify the own e-mail address, the responsibility of the Organiser and the Transactor is excluded in case of any dispute originating from the authorisation of the Instagram profile or the e-mail account.
- 2.6 By submitting the Tender, the Player accepts that the content, power, message and data transfer and the speed of answering depend on the service technology that may adversely be influenced by factors outside the responsibility of the Organiser, as communication error (not exclusively), the capacity of the server computers, the loading of the network, jams and the maintenance of the coverage and the safe network connections. The Organiser and the Transactor exclude any responsibility originating from the above points.
- 2.7 To fulfil the laws of game, the Tenders may be inspected by the Organiser and, if such applications or the submitting Players themselves – for any reason – fail to comply with the conditions of the laws of game, the said Player may be excluded from the Game.

- 2.8 The Organiser, E-BOLA MÉDIA Kft, the employees of other organisations involved in the organisation of the Game and the close relatives of such persons as stated in paragraph (b) of § 685 of the Civil Code are excluded from the Game.
- 2.9 Based on a judgement of the Organiser, any Players who – contrary to the spirit of the Game – act in the Game as a team under the name of a natural person or a nickname and/or with invalid Instagram profile or they participate with the aim to increase their chances by deceptive conduct can be excluded from the Game. Persons associating to participate in lots and other prize games harmonising their actions to maximise the prize by combining the results of several persons under one specific name reducing the chances of the fair Players qualify as such Players. Furthermore, those who are using false data or more than one and false Instagram profiles to increase their chances fraudulently, belong to this group as well. The participants and Players acting fraudulently, as stated in present section, shall recompense any damage caused to the Organiser and/or the Transactor in relation with the Game.

### 3. TERM OF THE GAME

The term of the Game: **from 13:59 hours 12. September 2013 till 23:29 hours 9. October 2013.**

### 4. REQUIREMENTS AS TO THE CONTENT

- 4.1 **All Tenders (Pictures) entered in the Game shall comply with the conditions listed in items 4.2 and 4.3.**
- 4.2 The pictures shall comply with the following formal conditions:
- shot by a photo camera, computer, tablet, mobile phone or video camera
  - jpg or png format
- 4.3 The pictures may not contain the contents listed below:
- they must not come into conflict with the law (with particular attention to the age limitation for alcohol consumption);
  - they must not come into conflict with the principles of the responsible alcohol consumption (e. g. encourage excess consumption of alcohol);
  - they must not contain bad language;
  - no scandalous content;
  - no obscene, aggressive, threatening I style;
  - no pornographic or sexual content;
  - no content hurting the Organiser or its products or describing them in improper style;
  - no contents hurting the Player;
  - no contents hurting third persons;
  - they must not display third persons' personal data and their interests must not be hurt;
  - they must not display competing trade marks or products;
  - they must explicitly not display other products not produced or distributed by the Organiser;
  - they must not carry or suggest advertisements;
  - they must not direct you to another website;
  - they must not hurt other persons' copyright and other rights;
  - they must not contain date or other captions;
- 4.4 Every Tender (Picture) uploaded into the Application will be subject to subsequent filtering. The filtering shall be done by the Moderation Committee (hereinafter "**Moderation Committee**"), the members of which are the representatives of the Organiser and the Transactor.
- 4.5 If the content of the uploaded Tender (Picture) – according to the subjective decision of the Moderation Committee passed in its sphere of authority – conflicts with any condition listed, the Moderation Committee may provide that the person uploading the stuff concerned should be excluded from the drawing with the specific Tender. Furthermore, the Organiser reserves the

right to exclude the Player uploading the Tender (Picture) from the Game fully and completely. The Player is not authorised to lodge an appeal against the decision of the Moderation Committee and he/she is not entitled to compensation from the Organiser and the Transactor.

- 4.6 The Player is fully responsible for the content of the uploaded content and exclusively takes the possible legal and material consequences. If a third person objects the Tender (Picture) uploaded referring to infringement of the copyrights or other rights, the responsibility shall solely be assumed by the Player and any claims from such actions shall be devolved upon the Player by the Organiser and the Transactor.

## **5. PROCESS OF THE GAME AND DRAWING**

- 5.1 The precondition to the Tender is that the Player is a follower of the Fan page.
- 5.2 A Player may enter with Pictures of unlimited number. The content of the uploaded picture must fit the Game, i. e. it must depict the marathon race, the preparations for the foot-race with #SPAR\_UtACelhoz hashtag (caption). The Player uploads the pictures to his/her own Instagram page.
- 5.3 The Organiser is authorised to upload the pictures with #regram hashtag participating in the Game to its own Instagram page and display them as posters in the Facebook page or as part of an application even without hashtag.
- 5.4 During the term of the Game, at **14:00 hours 10. October 2013** the Organiser draws randomly **20 (twenty) winner Players** from among those **having submitted valid Tenders** by mechanical drawing. **Parallel to it, the prizes won by the winning Players will randomly be drawn from among those listed in item 5.1 by mechanical drawing.** The location of the drawing is the seat of the Transactor (address 1026 Budapest, Riadó utca 7.). The drawing will be recorded in the minutes.
- 5.5 **During the Game, the Players submitting valid Tenders may participate only with one Tender and is entitled to one single prize to win.**
- 5.6 The Organiser draws 10 (ten) reserve winning Tenders in the course of the drawing. The reserve winners are entitled to the prize in the order of drawing as stated in items 5.3 and 5.4, if the Tender of the winner or the reserve winner right in front of them becomes invalid for any reason or the winner or the reserve winner right in front of them will be excluded from the Game due to other problems with their Tenders.
- 5.7 If the Player removes the hashtag from the Picture uploaded by him/her with #SPAR\_UtACelhoz hashtag, he/she is not entitled to participate in the drawing.
- 5.8 Following the closing of the Game, the Organiser publishes the names of the winning Players in the Winners' list in the Website; by their participation, the Players expressly and unconditionally accept this action.

## **6. PRIZES, INFORMING THE WINNERS, DELIVERING THE PRIZES**

- 6.1 In the framework of the Game, the following prizes will be delivered:
- 5 (five) **iPod Shuffles in a value of gross HUF 16 990,- (sixteen thousand nine hundred ninety) each**
  - 5 (five) **Polars pulse metering watches in a value of gross HUF 15 900,- (fifteen thousand nine hundred) each;**
  - 5 (five) **Adidas belt packs with key holder in a value of gross HUF 7 490,- (seven thousand four hundred ninety) each;**
  - 5 (five) **Nike wrist bracelets in a value of gross HUF 1 990,- (one thousand nine hundred ninety) each**  
(hereinafter „Prize”)
- 6.2 The Prize may not be assigned or changed to cash.
- 6.3 **During the entire term of the Game, one Player is entitled to 1 (one) Prize to win.**
- 6.4 The Organiser informs the winners of the Prizes latest within 10 (ten) days following the drawing in the Website in the form of contribution below the uploaded Picture (“**Notification**”) and, collaterally, specifies the [jatek@ebolamedia.hu](mailto:jatek@ebolamedia.hu) e-mail address the Player must write to to conciliate the conditions of the delivery of the Prize won. The winning Player must confirm the Notification at the e-mail address [jatek@ebolamedia.hu](mailto:jatek@ebolamedia.hu) in 10 (ten) business days following its receipt. After, the Organiser asks the Player to specify his/her personal data (full name, address) (“Second Notification”) needed to the delivery of the Prize and other data required occasionally by the Transactor shall also be correctly specified. If the winner fails to confirm the Notification and specify the requested data, the Tender of the winning Player will be excluded and the Organiser invites the reserve winner instead.
- 6.5 The winning Player is not entitled to take the Prize, if his/her Instagram profile was deleted during the conciliation by item 5.3 or before it.
- 6.6 The winning Player may take the prize on the spot on the day of the SPAR Marathon, i. e. at Hősök Tere (Heroes Square) in Budapest, on 13. October 2013 during the programme. If the winning Player has a permanent address or domicile in Hungary, but can not appear at the ceremony, he/she may take his/her Prize in one of the department stores indicated in the list provided by SPAR at a time agreed with the Transactor in the Notification. The SPAR store where the Prizes will be delivered will be determined by the winner as stated in item 6.4. The travelling costs to and from the place of delivery and the forwarding costs of the Prize shall be paid by the winner. The prerequisite for taking the prize is that the winner is in possession of a identification document with photograph to be presented to the Organiser/Transactor at the time of the overtaking. The Prizes can be taken latest in 30 (thirty) calendar days following the Notification. The winning Player shall cooperate to transact the delivery of the Prize on schedule. The Organiser can provide the possibility of overtaking within this term. If the winner fails to comply with this condition and the delivery of the Prize will not take place, the organiser assumes no responsibility. The organiser is not able to provide a second option to take the Prize. The Organiser reserves the right to deliver the Prize not overtaken for any reason to the following reserve winner.
- 6.7 If the winning Player lives abroad or has domicile abroad and can not visit the ceremony indicated in item 6.6, the Prize will be mailed to him/her by the Transactor to the foreign address specified by the Player in the confirmation of the Notification. The Organiser tries to deliver the prize two times in 30 calendar days following the confirmation of the Notification. The winning Player is obliged to cooperate to have the Prize delivered latest within the term specified in present item. . If the winning Player fails to cooperate, the Organiser does not assume responsibility. No other chance to take the Prize can be provided by the Organizer. The Organiser reserves the right to deliver the Prize to the following reserve Player, if the Prize will be not taken for any reason.

- 6.8 The Organiser excludes all Tenders the submitting Players of which can not receive the Prize for false, faulty or incomplete personal data specified in the Tender or the confirmation of the Notification or the Player submitting the Tender does not comply with the personal conditions laid down in present regulation for some other reasons. No responsibility will be assumed by the Organiser and the Transactor for any consequences of false data service by the Player.

## **7. TAXATION**

The accidental personal income tax to be paid on the Prizes will be paid the Organiser. In addition to the handing over of the Prize and payment of the tax imposed, the Organiser does not assume any other responsibility.

## **8. DATA PROTECTION, PERSONAL RIGHTS**

- 5 Concerning the participation in the Game, all data services are voluntary. The participants of the Game accept and expressly agree with the following points:

- 8.1.1 The Organiser, as data manager and the Transactor as data processor will manage and process all personal data concerning the Game for the purposes of contact keeping and administration during the term of the Game;
- 8.1.2 In case of winning, the Organiser and/or the Transactor may – exclusively for the purpose of the Game – publish the names without any further condition and consideration;
- 8.1.3 Sound record and motion picture of the Player and the awarding ceremony can be made and such records can be used by the Organiser and/or the Transactor in full or partially in their advertisements and promotions without any further agreement and consideration observing the personality rights; and
- 8.1.4 By their participation they expressly accept all provisions of the laws of game on every account.
- 8.1.5 By applying to the tender the applicant accepts that the pictures can be used by SPAR Magyarország Kereskedelmi KFT. in its promotional stuffs both online and printed forms without further written consent of the applicant or the persons depicted in the picture any time. For use of the submitted pictures the applicant or the persons depicted in the picture may not claim royalty from the Organiser or the Transactor.

The manager of the data specified is the Organiser as data manager.

The data processing will be done by E-BOLA MÉDIA Kft. as data processing entity on commission of the Organiser. Data management record number of the Organiser: NAIH-52478/2012.

- 8.2 The Organiser shall warrant that the data management complies in full with the applicable regulations. The Organiser shall allow the Player to ask for information concerning the management of his/her personal data and require deletion or correction of such data at the following addresses: 2060 Bicske Spar út, lot number 0326/1. In addition, the Player has the right to object the management of his/her personal data. If, based such objection, he/she does not agree with the decision passed by the Organiser, the Player may go to law.
- 8.3 The Player accepts that he/she will be excluded from the Game, if they request the deletion of the data needed to the transaction of the Game before the delivery of the Prize.

## **9. MISCELLENEOUS**

- 9.1 No responsibility will be assumed by the Organiser and the Transactor for insufficiencies / errors in the Tender (e. g. faulty name or e-mail address or specification of erratic or not real data, etc) resulting in the cancellation or delay of the awarding ceremony.
- 9.2 The Organiser does not provide warranty for the quality of the prizes specified in item 5.1.3; such claims of the winning Player shall be arranged with the manufacturer or distributor of the Prize in compliance with the applicable legal regulations. If the winning Player fails to take the Prize won, he/she may not claim it from the Organiser later.
- 9.3 The Organiser and the Transactor exclude any responsibility for external attacks – so called SQL attacks – against the Website or the operating software and failures of the telephone network. Consequently, if the players receive faulty system messages concerning the prizes and their winner/not winner status, etc as a result of such attack, no responsibility will be assumed by the Organiser or the Transactor for such cases.
- 9.4 The Organiser reserves the right to exclude the Player from the Game with immediate effect, if the Player makes underhand practices (computer), creates e-mail addresses and Instagram accounts in large number or his/her conduct does not comply with the Game's spirit or it is expressly hurting or such suspicion is well-grounded.
- 9.5 If the Player closes the browser window while taking the Prize, uploading data or playing the game or the connection with the website will be interrupted, the Organiser does not assume responsibility for the data lost.
- 9.6 The Organiser and the Transactor exclude any responsibility for failures of the Fan page / Game due to causes outside their responsibility during which the website is unserviceable or its use is limited, but they shall do their best to identify and remove such defects immediately.
- 9.7 The Game is nowise financed by Instagram and has no relation to Instagram. The data service is not for Instagram but the Organiser.
- 9.8 In well founded cases the Organiser reserves the right to change the laws of game at any time. The related information shall be published by the Organiser in the same way and to the same public as other information related to the Game.

**Bicske, 12. September 2013**

**SPAR Magyarország Kft.**  
Organiser