

Regulations of the Contest conducted under the name „Student housing of your dreams check”

§1 General provisions

1. The organizer of the Contest called „Student housing of your dreams check”, hereinafter referred to as the "Contest", is SH GGH Management 8 Sp. z o.o. Sp. K. with its seat in Warsaw, address: ul. Emilii Plater 53, 00-133 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Court of the National Court Register under the number KRS 0000572571, NIP 5223036641, REGON: 362345709 hereinafter referred to as the "Organizer".
2. The Contest is organized on the terms set out in these regulations (hereinafter "Regulations") and in accordance with generally applicable laws.
3. The Contest is not dependent on chance, nor is it a guessing game and is not a cash lottery, raffle lottery, promotional lottery, or any other game of chance or a mutual bet within the meaning of Art. 2 of the Act of 19 November 2009 on gambling (consolidated text, Journal of Laws of 2019, item 847, as amended). The organizer makes a public promise within the meaning of art. 919 and 921 of the Act of 23 April 1964 - Civil Code (consolidated text, Journal of Laws of 2019, item 1145, as amended).
5. The Contest is conducted in the territory of the Republic of Poland.
6. The Contest starts on March 12, 2021 and lasts until March 30, 2021.
7. The duration of the Contest specified in section 6 does not cover the awarding of the Prize, its issuance (implementation) and possible complaint procedure.

§2 Participation in the Contest

1. A participant of the Contest may be a person residing in the LivinnX Dormitory, located in Krakow at ul. Romanowicza 4 ("Dormitory"), which during the Contest period specified in § 1 sec. 6, was a party to the lease agreement for a place in the LivinnX Dormitory and has full legal capacity or a minor with the written consent of a parent or legal guardian, and will meet the other conditions set out in the Contest Regulations, including performing the Contest Entry ("Participant").
2. The Organizer's employees and other persons cooperating in the organization of the Contest, including family members (up to the third degree of kinship) of the above-mentioned, may not participate in the Contest. employees and associates. An employee within the meaning of the Regulations is both a person employed under a contract of employment and a person cooperating under a civil law contract.
3. In order to ensure the proper organization and conduct of the Contest, and in particular to assess the correctness of entries to the Contest and to select the Contest winners, the Organizer appointed a Contest Committee (hereinafter referred to as the "Committee"). The Contest Committee consists of three persons indicated by the Organizer.

§3 The course and conditions of participation in the Contest

1. The condition for the participation in the Contest by the Participant is to be a party to the rental agreement for a place in the Dormitory during the Contest and to perform and submit the Contest Entry in the manner and in accordance with the rules set out in point 2 below.
2. The Contest work consists of a short video recorded by the Participant showing the tenant's room in the Dormitory or spending time in the Dormitory with the use of common facilities / spaces located in the Dormitory building.

("Contest entry"). The Contest entry must be published as an TikTok video and tagged as follows: @livinnxkrakow (user identifiers) and hashtags: #livinnxkrakow #contest #studenthousingofyourdreamscheck #livinnxvibe.

3. The Participant may submit one Contest Entry. In the event of publishing more videos that meet the Contest Entry criteria, the Committee will take into account the first submitted Entry, published by the Participant during the Contest and available on the TikTok portal on the day the Commission selects the winning Entry, and only this Entry will take part in the Contest.

4. The Participant may submit the Contest Entry during the Contest period specified in § 1 sec. 6 of the Regulations.

5. A breach by the Participant of the rules described in the Regulations, breach of generally applicable provisions of law or unreliable, unethical conduct and in any way contrary to the principles of social coexistence may result in the removal of the Participant from participation in the Contest.

§4 Copyright

1. Contest Works should be made independently, they must be author's works.

2. By submitting the Contest Entry, the Participant declares that he is its author and has full personal and property copyrights to this Contest, and that the Contest Entry does not infringe the rights or personal rights of third parties. The Organizer reserves the right to disqualify the Contest Entry at any stage if the Organizer receives information about a possible breach of third party rights by the Participant.

3. By taking part in the Contest, the Participant confirms that if the Committee recognizes the Contest Entry as winning, the Participant shall transfer the proprietary copyrights to the Contest Entry to the Organizer upon the issue of the Prize, on the terms specified in the Regulations. The acquisition of copyrights to the winning Contest Entry takes place in accordance with the provisions of art. 921 § 3 of the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended)

4. The Participant, if the Organizer awards the prize in the Contest and upon the issuance of the Prize and the signing of the Acceptance Protocol by the Winner, transfers to the Organizer the proprietary copyrights to the winning Contest Entry along with the right to dispose of and use the Contest Entry in whole, in parts and in combination with other works, and the right to grant permits to exercise dependent rights to the Contest Entry, in the following fields of use:

- in the field of recording and reproducing the Contest Entry - producing copies of the Contest Entry using a specific technique, including printing, reprographic, magnetic recording and digital technology, in particular recording on material IT media (FDD, HDD, CD-ROM, DVD, magnetic tapes, media magneto-optical) and rewriting the fixation to a different technique, type of recording;

- within the scope of trade in the original or copies on which the Contest Entry has been recorded - marketing in the territory of the Republic of Poland and outside the territory of the Republic of Poland, lending, rental or lease of the original or copies; exchange of media on which the Contest Entry was recorded; entering and processing in the memory of computers and servers of computer networks, multimedia networks and ICT networks enabling the multiplication of the Contest Entry in the memory of mobile phones and the playback of the Contest Entry using these telephones; entering and processing on the Internet, including in particular downloading, sharing and publishing;

- public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the Contest Entry available to the public in such a way that everyone can have access to it in a place and time chosen by them;

- broadcasting by means of video and audio through a ground station, via satellite, cable networks or radio and television organizations;

- permanent reproduction, ie multiple, unlimited use;
- free use and use of the Contest Entry and its individual elements in the field of advertising, promotion or marking of goods by the Organizer and entities with capital, personal and economic relationships;
- modifying the Contest Entry, in whole or in part, and developing it in whole or in part, in particular the right to correct, alter, modify, and adapt individual elements of the Contest Entry or its entirety;
- disseminating the Contest Entry, in particular by publishing it on the Organizer's website, on the Organizer's profiles on social networks, in social media channels, on posters, as part of advertising texts, texts from the PR area.

5. Upon receipt of the Prize, the Winner undertakes not to exercise any personal copyrights to the Contest Entry submitted by him and authorizes the Organizer to perform them.

2. The Participant agrees to publish the Contest Entry with the name and surname (or nickname of the Participant on TikTok), as well as anonymously.

7. The Participant declares that the Contest Entry does not infringe any rights of third parties, including, if it contains the image of third parties, it does not infringe the right to the image of these persons. The Participant declares that in the case specified in the previous sentence, third parties gave their written consent and left it at the organizer's office for the use of their image as part of the Contest Work and for the use of this Work on the terms and fields of use specified in the Regulations. If the Contest Entry contains the image of the Participant, he agrees to its use as part of the Contest Entry and to the use of this Entry on the terms and fields of use specified in the Regulations.

8. The Participant is obliged to provide, at the request of the Organizer, third party consents specified in §4 section 7 of the Regulations.

9. The Organizer reserves that the Contest Entry may not be used by him.

10. The Contest will not include Contest Entries that:

- a) violate the applicable provisions of Polish and international law, call for racial, religious, ethnic hatred, etc., and contain fascist, pornographic and generally considered vulgar content, promote violence, offend religious feelings or good manners,
- b) contain advertising content or other commercial content, unless such content relates to the LivinnX Kraków dormitory,
- c) contain personal data, contact details or e-mail addresses, GG numbers, Skype numbers, etc.
- d) infringe patent rights, copyrights, trade secrets and other intellectual property rights,
- e) do not apply to all or part of the subject of the Contest,
- f) they were written in an illegible manner, leaving doubts as to their content.

§ 5 Awards and rules for selecting Winners

1. Within 1 working day from the last day of the Contest, the Commission will select the Winner (the "Winner") from among those whose Contest Works have been published on the Tik Tok® portal.

2. The Commission will select the Winner by evaluating the Contest Works. The evaluation will consist in indicating the Contest Entry having the most original, creative and artistic nature of the video in the opinion of the Committee.

3. The prize in the Contest are vouchers worth PLN 200 to be used at LivinnX Friendly programme partners (hereinafter referred to as the "Award").

4. The Award may not be exchanged for another Award or its equivalent in cash.

5. The prize will be awarded within 14 working days from the last day of the Contest, specified in § 1 sec. 6 of the Regulations. The name of the Winner along with the Contest Entry will be announced on the Social Media LivinnX profiles - Facebook and Instagram and Tik Tok®

§ 6 Receipt of Awards

1. The Organizer will contact the Winner via the TikTok profile within 14 working days from the date of the Contest's settlement to notify them of the Prize awarded and to hand over the Prize.

2. The condition for receiving the Award is signing the Award Protocol by the Winner.

3. If there is no response to the message sent on TikTok within 3 days from the date it was sent by the Organizer, the procedure specified in knock 1 above will be repeated. If the repetition of the procedure proves to be ineffective, the Contest Commission will select another Participant receiving the given Award.

4. Subject to the provisions of subpara. 5 below, the Prize will be delivered to the Winner by handing it over to the Dormitory's office, within 14 days from the date of notifying the Winner of the Prize awarded on the terms set out in § 6 sec. 1 of the Regulations.

5. The handover of the Prize will be confirmed by the Winner by signing the Prize Acceptance Protocol. The date of issue of the Award is the date of signing the Award Protocol.

6. Refusal to accept the Award or refusal to sign the documents specified in § 6 sec. 5 above means the loss of the right to the Award.

7. The Organizer shall not be liable for the Participant providing inconsistent data in the registration form and for any changes to the data used to identify the Participant made after completing the registration form, about which the Organizer has not been notified.

8. The Organizer is not responsible for the inability to issue the Prize for reasons attributable to the Participant, in particular due to an inactive profile on the TikTok portal, as well as in the event that the Participant fails to report to the Dormitory's office to collect the Prize.

§ 7 Complaints

1. Complaints regarding the course of the Contest may be submitted in writing to team@livinnxkrakow.pl with the note " Student housing of your dreams check - complaint" within 30 days from the date of announcement of the results.

2. Only the Contest Participants have the right to submit a complaint in the Contest.

3. Complaints will be considered by the Commission within 14 (fourteen) days from the date of their receipt.

4. The Committee will consider the Participants' complaints pursuant to the Regulations.

5. The Participant will be informed about the method of considering the complaint by e-mail sent to the e-mail address from which the complaint was submitted or to the correspondence address from which the complaint was submitted.

§ 8 Personal data protection

1. Personal data administrator

The administrator of personal data is: SH GGH Management 8 Sp. z o.o. Sp. K. with its seat in Warsaw, address: ul. Emilii Plater 53, 00-133 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Court of the National Court Register under the KRS number 0000572571, NIP 5223036641, REGON: 362345709, e-mail: team @ livnrxkrakow .pl.

In the matter of personal data, you can contact us using the contact details indicated above.

2. Purposes and legal grounds for the processing of personal data

Personal data is processed for the following purposes, based on legal grounds and within the periods indicated below.

a. Participation in the Contest

Personal data: name, surname, e-mail address, telephone number, city of residence. Legal basis: art. 6 sec. 1 lit. f) GDPR, i.e. the legitimate interest pursued by the Organizer.

Purpose of processing: participation in the "Live your best life at LivinnX" Contest, its implementation, informing about the win and handing over the Prize.

Data storage period: up to 50 days from the last day of the Contest.

b. Publication of information about the Winners as part of the Organizer's profile on Facebook, Instagram and TikTok:

Personal data: Winners nickname

Legal basis: art. 6 sec. 1 lit. f) GDPR, i.e. the legitimate interest pursued by the Organizer.

Purpose of processing: publication of information about the Winners as part of the Organizer's profile on Facebook, Instagram and TikTok.

Data storage period: until the 40th day from the date of publication.

c. Consideration of complaints and requests, answers to questions

Personal data: name, surname, e-mail address, telephone number, home address

Legal basis: considering complaints and applications, answering questions.

Purpose of processing: art. 6 sec. 1 lit. f) GDPR, i.e. processing to implement the Administrator's legitimate interest, consisting in increasing the level of services provided, building positive relationships with customers.

Data storage period: until the expiry of 3 years from the date of the last communication with the data subject.

d. Data processing for marketing purposes by sending commercial information via e-mail.

Personal data: e-mail address

Legal basis: art. 6 sec. 1 lit. a) GDPR, i.e. on the basis of the Winner's consent to the processing of personal data, if it is expressed.

Purpose of processing: sending commercial information via e-mail.

Data storage period: until the consent to the processing of personal data is withdrawn.

3. Voluntary provision of personal data

Providing the required personal data by the Contest Participant is voluntary and is a condition of participation in the Contest.

4. Categories of personal data concerned:

The administrator informs about the following categories of relevant personal data:

name, surname, e-mail address, telephone number, city of residence and, in the case of Winners, additionally the PESEL number or another number on the basis of which it will be possible to verify the Participant's data with the appropriate identity document.

5. Sources of personal data:

The personal data processed by the Administrator come from the Contest Participant.

6. Recipients of personal data:

Authorized employees of the Administrator,
The entity supporting the Administrator in the field of IT and organization of the Contest

7. What are your rights in relation to the processing of your personal data by us?

Pursuant to the GDPR, the data subject has the right to:

- request access to your personal data,
- request rectification of your personal data,
- requests to delete your personal data,
- requests to limit the processing of personal data,
- object to the processing of personal data,
- requests to transfer personal data.

If any of the above requests are submitted to the Administrator, without undue delay - and in any case within one month of receiving the request - the Administrator will provide information about the actions taken in connection with the request made.

If necessary, the Administrator may extend the monthly period by another two months due to the complex nature of the request or the number of requests. In any case, the Administrator informs about the extension of the deadline within one month of receiving the request and provides the reasons for the delay.

8 Right to withdraw consent

The participant may withdraw the consent granted to the processing of his personal data at any time. Withdrawal of consent to the processing of personal data does not affect the lawfulness of the processing carried out by the Administrator on the basis of the consent granted before its withdrawal.

9 Complaint to the supervisory authority

The participant has the right to lodge a complaint with the supervisory authority, in particular in the Member State of his habitual residence, place of work or place of the alleged infringement.

In Poland, the supervisory body within the meaning of the GDPR is the President of the Personal Data Protection Office.

§ 9 Final provisions

1. The Regulations enter into force on March 12, 2021 and are valid until the end of the Contest. The Regulations are available at the Organiser's office and on the website www.livinnxpoland.pl.

2. In matters not covered by the Regulations, the provisions of the Civil Code and other acts shall apply.

3. The participant is obliged to read the content of the Regulations.