

Terms and Conditions of the Wizz Air “Wizz Air 15th Birthday Celebration” Facebook and Instagram Competition

1. Organiser, Definitions

1.1. Wizz Air Hungary Ltd. (“Wizz Air”), with registered seat in Hungary, 1103 Budapest, Laurus Offices, Kőér street 2/A, Building B (“**Organiser**”) is organizing a free photo competition with no purchase required titled “**Wizz Air 15th Birthday Celebration**” competition, which is to run from 15th May 2019 11:00 (UTC+1) to 19th May 2019, 23:59 (UTC+1) (“**Competition**”).

1.2. The administrator of the Competition is Feno Sp. z o.o., with its registered office in Poland, Warsaw (03-903) at Finlandzka 10, registered at the District Court for Warsaw, 13th Economic Division of the National Court Register, under KRS number 0000364648, NIP number 8442333990, REGON: 200385287, referred to as the “**Administrator**”.

1.3. Definitions

Entrant: any person entering the Competition according to the present terms and conditions.

Entry: A post created and posted by an Entrant on their Facebook or Instagram profile with hashtags #IamWIZZtraveller and #WIZZ15 and tag @wizzair as further described in clause 3 below.

2. Who can participate?

2.1. Participation in the Competition is open to any person above the age of 18 with full legal capacity with Internet access, being a resident of any country Wizz Air flies to or from and having an Instagram or Facebook profile, but excludes members of the organizing association and their family (spouse/children) and any person who has generally helped to develop the Competition.

3. How can I apply?

3.1. Entry period: 15th May 2019 11:00 (UTC+1) to 19th May 2019, 23:59 (UTC+1)

3.2. Entry method:

Entries shall be submitted via the Internet in the following way:

The Competition runs on www.facebook.com (Facebook) and www.instagram.com (Instagram) or any mobile application thereof. Entrant shall post a photo to its own Facebook or Instagram profile and add hashtag #IamWIZZtraveller and #WIZZ15, and tag @wizzair in the photo’s description.

Before 19th May 2019, 23:59 (UTC+1) Entrant may remove or delete their Entry from their Instagram or Facebook profile, by which their Entry will not participate in the Competition as of the time of the deletion or removal. Withdrawal of any Entry is possible after 19th May 2019, 23:59 (UTC+1) by sending a request to wizz-competitions@fenomem.pl.

The Competition will be announced on the Wizz Air Instagram and Facebook profile at <https://www.facebook.com/wizzair/> (Wizz Air Facebook profile) and <https://www.instagram.com/wizzair/> (Wizz Air Instagram profile) in a separate post.

3.3. Submission rules

- 3.3.1. One Entrant can submit multiple entries on each platform (Facebook and Instagram), all of them will be taken into consideration, but one Entrant can be chosen as winner only once during the Competition..
- 3.3.2. Entries are prohibited that include any content that is defamatory, obscene or otherwise inappropriate, in Organiser's sole judgment.
- 3.3.3. Entry is limited to original works and to which the Entrant holds all applicable rights.
- 3.3.4. Every Entry will be moderated within 48 hours with regards to compliance with Facebook's and Instagram's Terms and Policies available at <https://www.facebook.com/policies> (Facebook) and <https://help.instagram.com/478745558852511> (Instagram). The reasons for reporting a post as inappropriate to Facebook or Instagram may be any action considered to be violating Facebook's Terms of Use.
- 3.3.5. After carefully reading all the information on the Wizz Air Facebook profile at <https://www.facebook.com/wizzair/> (Wizz Air Facebook profile) and/or Instagram profile <https://www.instagram.com/wizzair/> (Wizz Air Instagram profile), the Entrant should publish a post as per the instruction above.

4. Winner selection

- 4.1. On 19th May, 23:59 (UTC+1) the Competition finishes.
- 4.2. Among the Entrants with eligible Entry, the Organiser will randomly select one (1) winner (and two extra winners) Entrants. For the purpose of this Competition random selection shall mean drawing conducted on randomwinners.com or any similar services using a physical random number generator, based on the principles of quantum optics, to randomly select entries from a given entrants list provided.
- 4.3. The Organizer will select the winners as set forth in this section on 20th May at 11:00 (UTC+1) in in Hungary, 1103 Budapest, Laurus Offices, Kőér street 2/A, Building B. The selection procedure is public.

5. Awards

- 5.1. The winner will win a €1500 WIZZ Value Voucher redeemable for a discount on the wizzair.com website. The expiry date of the WIZZ Value Voucher is August 31st, 2019.
To the redemption of the voucher on wizzair.com, the value voucher terms and conditions apply (<https://wizzair.com/en-gb/information-and-services/wizz-services/gift-voucher/value-voucher-terms#/>).
- 5.2. The prizes are non-transferrable and must be accepted as such and cannot be replaced with another item or money.

6. Notification to Winners

- 6.1. The successful draw will be announced on 20th May 2019 in two posts, one published on the Wizz Air Facebook profile at <https://www.facebook.com/wizzair/> and one on the Wizz Air Instagram profile at <https://www.instagram.com/wizzair/>. The winners will be notified by the Administrator via a Facebook or Instagram message within 7 days of the closing of the Competition. The message will require the winner to provide a contact e-mail address and contain information on what procedure to follow to obtain the prize.
- 6.2. Please note that failure to respond and provide the e-mail address within 7 days of the date on which the Administrator sends the notification message, whether due to server malfunction or any other cause, will result in disqualification. In such case the Organiser reserves the right to offer the prize to the next eligible Entrant selected in accordance with clause 4. The Administrator does not accept liability for any disadvantages that may arise as the result of inability to receive email.
- 6.3. When the prize is awarded, the Administrator reserves the right to carry out all necessary checks to ensure that the winner meets the requirements of these terms and conditions.
- 6.4. If a winner does not meet the requirements, it will result in disqualification.
- 6.5. Only one prize is awarded to the winner.

7. Intellectual Property Rights and the Organiser's rights

- 7.1. An Entrant must hold, and affirm that Entrant holds, all rights to the photo(s) submitted; those that violate or infringe upon another person's copyright or license are not eligible.
- 7.2. By submitting the Entry the Entrant grants the Organiser a royalty-free, irrevocable, perpetual, worldwide non-exclusive license to use, reproduce, distribute, display and create derivative works of the Entries (with or without a name credit), in whole or in part, for any purpose (including but not limited to commercial purposes), in connection with the Competition and promotion of the Competition or otherwise, in any media now or hereafter known; including but not limited to:
- a) creating copies of the Entry through a specified technique, including printing, reprography, magnetic storage and digitally;
 - b) recording and reproducing through all techniques;
 - c) circulating domestically and abroad;
 - d) circulating, granting the use of or renting the original or copies of the Entry;
 - e) storing in computer memory
 - f) publishing the photos with the image of the model in printed media;
 - g) publishing the photo on the websites of internet services, in particular on the Competition Website;
 - h) publishing the photo in electronic, spoken and digital editions of magazines;
 - i) using the photo in advertising and promotions;
 - j) in the Organiser's business activities, on internet services, in particular in advertising in the press, radio, television, the internet, on billboards, outdoor and on any and all internet websites and domains, in mobile services, on promotional and advertising gadgets and other forms of promotion;
 - k) public performance, exhibition, projection, reproduction and broadcasting and re-broadcasting, as well as public sharing of the photo in a way that allows everybody to access it in the place and time chosen by them.
- 7.3. The Organiser will not be required to pay any additional consideration or seek any additional approval in connection with authorized uses. Entrants consent to the Organiser doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their Entries. Display or publication of any Entry on the Organiser's website does not indicate the Entrant will be selected as a winner.
- 7.4. Use of the Entry can also take place in any and all forms and any and all graphic settings and in combination with other works, images and elements, as well as in the form of a collection of images or a collection of covers.

8. Data protection

Before entering the Competition Entrant accepts the Privacy and personal data protection notice ("**Privacy Notice**") of the Organizer.

The Entrant and the Selected Entrant gives consent to the processing of his/her personal data detailed in the Privacy Notice.

The Privacy Notice of the Organizer is an inseparable part of the present Terms and Condition (Annex 1).

9. Limitation of Liability

- 9.1. By entering this Competition, all Entrants agree to release, discharge, and hold harmless the Organiser and its partners, affiliates, parents, subsidiaries, agents and all of their employees, officers, directors, agents and representatives from any and all claims, losses, and damages arising out of their participation in this Competition or any Competition -related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.
- 9.2. The Organiser assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Competition Entries or entry forms; or alteration of Entries or entry forms. The Organiser is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers (including the availability of Facebook and Instagram), computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Competition. Attention is expressly drawn to the fact that the Internet is not a secure network. Therefore, the Organiser may not be held liable for contamination by any virus or third-party intrusion into the computer system of competition entrants and refuses all liability with regard to the consequences of entrants' use of Facebook or Instagram. More specifically, Organiser shall not be liable for any damage caused to Entrants, their IT equipment or data stored therein, or for any consequences that might arise therefrom with regard to their personal or professional life.

10. Disputes

Entrants agree that this Competition shall be subject to and governed by the laws of Hungary, and the forum for any dispute shall be the competent Hungarian court. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Competition are hereby excluded and any entrant expressly waives any and all such rights.

11. Final provisions

- 11.1. By entering this Competition the Entrant participating in the Competition:
 - a) declare that they accept these Terms and Conditions;
 - b) consent to the processing of their personal data for the purposes of the Competition.
- 11.2. The Organiser does not reimburse the Entrants for any costs related to their participation in the Competition.
- 11.3. The Entrants are required to irrevocably, unconditionally and at the first request indemnify the Organiser in full against any obligations that might be imposed on the Organiser, also through a non-binding ruling, for any violation of the rights of third parties, including copyright and moral rights.
- 11.4. These terms and conditions constitute the sole document that sets forth the terms and conditions of the Competition.
- 11.5. In the case of any doubts concerning the application of these terms and conditions, the Organiser has the right to issue a binding interpretation of its provisions.
- 11.6. Promotional and advertising material on the Competition is for information purposes only. Only the provisions of these terms and conditions are legally binding.
- 11.7. Wizz Air reserves the right to amend or alter the terms and conditions of Competition or withdraw the Competition at any time and reject Entries from Entrants not entering into the spirit of the Competition.

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