

## Terms and Conditions of the Wizz Air “#LovewithWIZZ” 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 “**#LovewithWIZZ**” competition, which is to run from 9th April 2018 17:15 (GMT+1) to 3<sup>rd</sup> May 2018, 23:59(GMT+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 photo sent by an Entrant as further described in clause 3 below.

### 2. Entrants

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 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. Entry requirements

#### 3.1. Entry period

9th April 2018 17:15 (GMT+1) to 3<sup>rd</sup> May 2018, 23:59 (GMT+1)

#### 3.2. Entry method

Entries will be accepted only via the Internet.

Place of Competition: instagram.com (Instagram).

An entrant has to upload a photo presenting a couple taken in one of the cities within Wizz Air’s flights network (all destinations available here <https://wizzair.com/en-gb/flights> , add #LovewithWIZZ and @wizzaircom in the picture’s description, also tagging the location where it was taken.

Before 3<sup>rd</sup> May 2018, 23:59 (GMT+1) Entrant may remove or delete their Entry from their Instagram 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 3<sup>rd</sup> May 2018, 23:59 (GMT+1) by sending a request to [wizz-competitions@fenomem.pl](mailto:wizz-competitions@fenomem.pl).

The Competition will be announced on Wizz Air Instagram profile at <https://instagram.com/wizzaircom/> (Wizz Air Instagram profile), as well as on the Facebook page of Wizz Air at <http://www.facebook.com/wizzaircom> (Wizz Air Facebook page).

#### 3.3. Submission rules

3.3.1. One Entrant may submit multiple entries, all of which will be taken into consideration.

3.3.2. Entry is limited to original works and to which the Entrant holds all applicable rights.

3.3.3. Entries are prohibited that include any content that is defamatory, obscene or otherwise inappropriate, in Organiser's sole judgment.

3.3.4. Every Entry will be moderated within 48 hours with regards to compliance with Instagram's Terms of Use available at <https://help.instagram.com/478745558852511>. The reasons for reporting a photo as inappropriate to Instagram may be any action considered to be violating Instagram's Terms of Use.

### 3.4. Submission guidelines

3.4.1. Eligible Entries shall meet the following requirements: photo data files created with any digital devices including smartphones, digital still cameras. Photos that have been retouched using software or by other means will be accepted. Retouched photos using camera app or photo editing app is also accepted. Both color and monochrome photos will be accepted.

3.4.2. Any entries taken on film or scans of photos taken by film cameras are not eligible.

### 3.5. Application

After carefully reading all the information on the web page on <http://www.facebook.com/wizzaircom> (Wizz Air Facebook page), as well as on the Instagram profile of Wizz Air at <https://instagram.com/wizzaircom/> (Wizz Air Instagram profile), the Entrant should upload their photo with description to their own Instagram profile and add #LovewithWIZZ and @wizzaircom in the photo's description, also tagging the location where it was taken – must have been taken in one of the Wizz Air's flights network.

## 4. Judging

4.1. On 3<sup>rd</sup> May 2018, 23:59 (GMT+1) the Competition finishes. The Entries will be judged by a jury based on criteria such as: compliance with competition rules, technical quality, creativity, aesthetics. The jury will choose 4 winners.

The jury is comprising of: Marketing professionals at Wizz Air.

4.2. When selecting the best Entries, the jury decides at its own discretion by following their own opinions, taking into account the Entries' artistic value and usefulness.

4.3. The jury's decisions are final.

4.4. The winners will be announced once a week on 13<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup> April & 4<sup>th</sup> May 2018.

## 5. Awards

5.1. The winners will each win a 50€ WIZZ Value Vouchers redeemable for a discount for any purchase on the wizzair.com website. The voucher can be used for purchase of tickets or services for any flights operated by Wizz Air. The expiry date of the WIZZ Value Voucher is 31<sup>st</sup> July 2018.

To the redemption of the vouchers on wizzair.com, the value voucher terms and conditions apply ([http://book.wizzair.com/en-GB/useful\\_information/Voucher\\_conditions](http://book.wizzair.com/en-GB/useful_information/Voucher_conditions)).

5.2. The prize is non-transferrable and must be accepted as such and cannot be replaced with another item or money.

## 6. Notification to Winners

6.1. The winner will be notified by the Administrator via an Instagram message within 24 hours upon the decision is made. 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. The winners will be also named in posts at the Wizz Air Instagram profile on 13<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup> April & 4<sup>th</sup> May 2018.

6.2. The winner is requested to review the documents sent to them separately via email from the Administrator and, in the event they accept the terms and conditions, to fill out the required items, sign the form and deliver them to the Administrator either by mail or through electronic means on or before the date stated in the documents. The winner may be contacted by telephone should the Administrator or Organiser deem it necessary to confirm any of the information provided. The winner agrees to hand over to the Organiser the winning photo they uploaded to their Instagram profiles as Entry in the best available quality and in all the file formats the photo exists.

6.3. Please note that failure to respond and provide the photo within 2 days of the date on which the Administrator sends the notification email, 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.

6.4. 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.

6.5. The value vouchers will be sent by the Organiser within 10 days after the receipt of signed documents referred in clause 6.2.

6.6. If a winner does not meet the requirements, it will result in disqualification.

6.7. Email or Instagram messages will not be sent to non-winners.

6.8. 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 entering the Competition, each of 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**

8.1. A person who takes part in the Competition agrees and grants to the Organiser the unrestricted right, without any additional approval or consideration, to use and publish their first name, surname and photo on the Wizz Air Instagram Profile, make their name and photo attached to the Entry public and gives permission to use their names and photo for publicity (including, but not limited to promotional usage on Wizz Air's website wizzair.com, on the Wizz Air Facebook page, on

the Wizz Air Instagram Profile, and in banners displayed on other websites by engagement with Wizz Air) at the very moment of submitting an Entry.

8.2. The Organiser declares that the Entrant's personal data including: first and last name, mobile or land line number, address, email address, will be processed by the Administrator in accordance with the Organiser's instructions for the purposes of this Competition and for marketing purposes.

8.3. By making an entry, participants give, on the basis of sufficient information on data processing herein, voluntary and express consent to the Organiser processing his/her personal data submitted by the participant for the purposes of participating in the Competition as described herein, including verification of eligibility and providing the prizes to winners in accordance and pursuant to these terms and conditions. Personal data provided will not be transferred to any third parties besides the Organiser. Personal data, without prejudice to the licenses and permission granted hereunder, will be stored until the statutory time limit to enforce any claims in relation to the data processing purposes herein. Personal data may be disclosed to personnel participating in organizing the Competition and the relevant technical staff. Rights and remedies relating to data processing are governed by Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information ("Hungarian Data Protection Act"). In light of the foregoing, participants may request information on the data processing, and may request the correction, blocking or deletion of their personal data. In cases set out in paragraph 21 of the Hungarian Data Protection Act, participants may object the processing of his/her personal data. In case of breach of their rights, participants may seek remedy before the Hungarian Authority of Data Protection and Freedom of Information ("Nemzeti Adatvédelmi és Információszabadság Hatóság") (H-1125 Budapest, Szilágyi Erzsébet fasot 22/C; T: +36-1-391-1400; facsimile: +36-1-391-1410; e-mail: ugyfelszolgalat@naih.hu) or the competent courts.

## **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 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 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:

- declare that they accept these Terms and Conditions;
- 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 Organizer 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.

11.8. This promotion is not sponsored, administered or organized by Instagram, LLC and no data is collected or processed by Instagram, LLC. Instagram, LLC shall not be responsible for any of the provisions above.