

Terms and Conditions of the Wizz Air “3 Million fans” Facebook Competition

BY ENTERING THE WIZZ AIR “3 MILLION FANS” FACEBOOK COMPETITION YOU ACTING AS AN ENTRANT ACCEPT AND ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS CONSIST OF 5 (FIVE) PAGES

1. Organizer, Administrator, Definitions

- 1.1. **Wizz Air Hungary Ltd.**, with registered seat in Hungary, 1103 Budapest, Laurus Offices, Kőér street 2/A, Building B (“**Wizz Air**” or “**Organizer**”) is organizing a free competition with no entrance fee or purchase obligation from Wizz Air required entitled “3 Million fans” competition (the “**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, e-mail address: wizz-competitions@feno.pl; website www.feno.pl; phone number +48 512 825 416 referred to as (the "**Administrator**").

2. Entrants

Participation in the Competition is open to any natural person who: (i) is or is beyond the age of 18 (eighteen) at the commencement time of the Competition, AND (ii) has full legal capacity according to the laws applicable to him/her AND (iii) has a Facebook profile, AND (iv) who is NOT a member, employee of the Organizer and who is NOT the close relative pursuant to the Civil Code of Hungary (spouse, civil partner, child, ascendant or descendant or sibling) any of the foregoing persons and who has NOT assisted to create, organize or pursue the Competition.

3. Entry requirements

3.1. Entry Period and Place

Entry Period of the Competition is: from 21st March 2018, 10:00 (GMT+1) until 21st March 2018, 13:50 (GMT+1) (“Entry Period”). The Competition ends at 13:50 (GMT+1) on 21st March 2018 (“End of the Competition”).

Place of Competition: www.facebook.com (Facebook)

3.2. Entry method

Entries will be accepted only via Internet.

Entrant shall vote for **one of the three cities** (Tel Aviv, Kutaisi or Larnaca) published by Wizz Air through its Facebook profile. Votes may be cast by adding a hashtag # to be followed by one of the names of the three cities the Entrant wishes to vote for during the Entry Period below the Competition post requiring such voting.

Sample1: #TelAviv

Sample2: #Larnaca

Sample3: #Kutaisi.

A comment below the Competition post (the “**Entry**”) must be an answer to the Competition request.

If during the Entry Period the Entrant removes or deletes their Entry from their Facebook profile, the Entry and the Entrant will not participate in the Competition. Withdrawal of any Entry is possible after the End of the Competition by sending a request to wizz-competitions@fenomem.pl.

The Competition will be announced on the Wizz Air Facebook profile at <https://www.facebook.com/wizzaircom/> (“Wizz Air Facebook Profile”).

3.3. Submission rules

3.3.1. One Entrant may submit only one Entry and may vote only for one city. If one Entrant submits votes for more than one cities, the first vote will be taken into consideration.

3.3.2. Entries that include any content that is defamatory, obscene or otherwise inappropriate in the Organizer’s sole judgment are prohibited and organizer may disqualify Entrants who publish such Entries at the Wizz Air Facebook Profile or at either of the Partners’ Facebook profile entirely at its sole discretion.

3.3.3. Each Entry will be assessed within 48 hours with regard to compliance with Facebook’s Terms and Policies available at <https://www.facebook.com/policies> and may be reported by the Organizer as inappropriate. The reasons for reporting a post as inappropriate to Facebook may be any action which is considered to be violating or threatened to violate Facebook’s Terms of Use at the Organizer’s sole discretion.

3.4. Application

Following carefully reading all the information on the Wizz Air Facebook Profile, the Entrant should add a comment below the competition post as per the instruction set out in clause 3.2 above.

4. Winner selection

4.1. Following the End of the Competition three Winners will be selected by means of a lucky draw (computerized random selection) conducted by Administrator. Each winner will be selected through the lucky draw process from the Entrants who have cast a valid vote for one of the cities (there will be 1 (one) winner selected from the voters to each city) in accordance with these Terms and Conditions during the Entry Period and have not been disqualified. In case the winners are disqualified according to the present Terms and Conditions, simultaneously with the selection of the winner three substitute winners (“Substitute Winners”) will also be selected by way of the same method.

4.2. One entrant can be selected only for one of the prizes. If an entrant is selected more than once by the lucky draw, the Organizer/Administrator may select an other entrant by means of lucky draw.

5. Awards

5.1. The winner voting for the city that received the most votes will win WIZZ Value Vouchers (“Wizz Air Vouchers”), with an aggregate value of €1000 (one-thousand euros) redeemable for the services offered by Wizz Air, the winner voting for the city that received the second most votes will win WIZZ Value Vouchers with an aggregate value of €500 (five-hundred euros) redeemable for the services offered by Wizz Air, the winner voting for the city that received the third most votes will win WIZZ Value Vouchers with an aggregate value of €250 (two-hundred-and-fifty euros) redeemable for the services offered by Wizz Air.

5.2. If the three cities will receive equal votes by the End of the Competition, the aggregated value of the prize of the Competition (€1,750) will be divided equally among the three winners, resulting that each of the three winners will receive €584 (five-hundred-and-eighty-four euros).

6. Notification to Winners, Substitute winner

6.1. The winners will be named in a post published on the Wizz Air Facebook Profile and notified by the Administrator via a Facebook message sent directly to the winners to the winners’ Facebook profiles within **7 (seven) days of the End of the Competition, i.e. by 30th March 2018**. The message will require the winner to provide contact information and other data address and will contain information on what procedure the winner should follow and which deadline to meet in order to obtain the awards.

6.2. **Winners are required to respond and provide their data within 7 (seven) days from the date of their notification by the Administrator. Please note that failure to respond and provide the required data within 7 (seven) 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 Organizer reserves the right to offer the awards to the next eligible Entrant selected in accordance with clause 4 (the Substitute Winners). Neither the Organizer, nor the Administrator accepts any liability for any losses, damages, disadvantages that

may arise as the result of inability to receive or send messages either in e-mail or otherwise or to have internet access or otherwise being unable to meet the deadline or follow the required procedure.

- 6.3. The Administrator reserves the right to carry out all necessary checks to ensure that the winners meet the requirements of these Terms and Conditions.
- 6.4. If a winner does not meet the requirements, this will result in disqualification.
- 6.5. Email or Facebook messages will not be sent to non-winners.

7. Redemption of Awards

- 7.1. The Wizz Air Vouchers are redeemable on the wizzair.com website when booking a flight as per the instructions on the Wizz Air Vouchers. The expiry date of the Wizz Air Vouchers is **30th September 2018. All of the flights, i.e. all one-way flights and also the return flights must be completed by the aforementioned expiry date.** The Wizz Air Vouchers may be utilized in relation to one or more flights for the winner and one of his/her companion (“**Companion**”) as the winner thinks fit within the EUR 250/500/1000 aggregate value limit (as applicable for the respective winner). If a flight exceeds the value of the Wizz Air Vouchers or the value of any Wizz Air Vouchers, the excess amount is payable by the winner. Wizz Air will not, in any way, be liable to pay any amount to the winner or any third party in excess of the value of the Wizz Air Vouchers. To the redemption of the Wizz Air Vouchers on wizzair.com, the value voucher terms and conditions apply (https://book.wizzair.com/en-GB/useful_information/Voucher_conditions).
- 7.2. Neither of the Wizz Air Vouchers is transferrable and must be accepted as such. Following the provision of the data of the winner's companion, the person of the companion may NOT be modified. No reimbursement from or replacement of the awards by cash, asset, right or anything of money value is possible and Entrant may not assert a claim to this regard.

8. Data protection, Consent to data processing

- 8.1. A person who takes part in the Competition (Entrant) agrees and grants to the Organizer the unrestricted right, without any additional consent, permission, approval or consideration, to use and publish their first name and surname on the Wizz Air Facebook Profile, make their name attached to the Entry public and gives permission to use their names for publicity (including, but not limited to promotional usage on Wizz Air’s website wizzair.com, on the Wizz Air Facebook page, and in banners displayed on other websites by engagement with Wizz Air) at the very moment of submitting an Entry.
- 8.2. 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 Organizer’s instructions for the purposes of this Competition.
- 8.3. By making an Entry, Entrant gives voluntary and express consent to the Organizer, respectively to process his/her personal data submitted by the Entrant to the Organizer, respectively and acknowledges that he/she has provided such consent on the basis of sufficient information on data processing.
- 8.4. The purpose of data processing is to enable the participation in the Competition and the distribution of the awards as described herein, including verification of eligibility and providing the prizes to winners in accordance with and pursuant to these Terms and Conditions. Personal data provided will not be transferred to any third parties besides the Organizer and the Administrator.
- 8.5. Without prejudice to the permissions and consent granted hereunder, personal data will be stored until the earlier of: a) the purpose of the data processing ceases; or b) the statutory time limit expires, which is 5 years according to 6:22. § of the Hungarian Civil Code or – if required for accounting purposes – it may be 8 years under the Act on Accounting. 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**”).
- 8.6. In light of the foregoing, Entrants 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, Entrants may object to the processing of their personal data. Such request shall be dealt with by the data processor as soon as possible but within a maximum of 25

days from the date of such request. In case of breach of their rights, Entrants 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 may assert a claim in front of the competent Hungarian courts. Entrants may – at their option - initiate a law-suit in front of the court which has competence based on the Entrant's residence or place of temporary residence.

8.7. It may be advisable and we kindly request You to first send your complaint to the Administrator to the following address: wizz-competitions@feno.pl

9. Limitation of Liability

- 9.1. By entering this Competition, all Entrants agree to release, discharge, and hold harmless (in Hungarian: “*kártalanít*”) the Organizer, the Administrator, and their 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 or in connection with their participation in this Competition or any Competition related activities or the acceptance and use, misuse, or possession of any prize awarded hereunder.
- 9.2. The Organizer, the Administrator, assume no liability for any error, omission, interruption, deletion, defect, or delay in operation or transmission of data; communications line failure; theft or destruction of or unauthorized access to Competition Entries or entry forms; or alteration of Entries or entry forms. Neither the Organizer, nor the Administrator, is liable for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers (including the availability of Facebook), 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 Organizer and the Administrator 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. More specifically, the Organizer and the Administrator, shall not be liable for any loss, damage caused to Entrants, their Companion, their IT equipment or data stored therein, or for any consequences that might arise therefrom with regard to their personal or professional life.
- 9.3. In any event the maximum liability of the Organizer towards any Entrant shall not exceed the aggregate value of the WizzAir Vouchers i.e. EUR 1750 (one-thousand-seven-hundred-and-fifty-euros).
- 9.4. The Organizer and the Administrator, assume no liability for the provision of false or incorrect data by the Entrant.
- 9.5. Winner shall pay any tax liability, for example income tax, or social security contribution (if applicable) in connection with the wards if this is mandatory according to the laws applicable to the respective winner.

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 courts. 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 Entrants participating in the Competition:
 - declare that they accept these Terms and Conditions;
 - consent to the processing of their personal data for the purposes set out in Clause 8.

- 11.2. The Organizer does not reimburse to the Entrants any costs related to their participation in the Competition or the takeover or utilization of their awards, e.g. travel costs.
- 11.3. The Entrants are required to irrevocably, unconditionally and at the first request indemnify (in Hungarian: “*kártalanít*”) the Organizer in full against any obligations that might be imposed on the Organizer, also through a non-binding ruling, for any violation of the rights of third parties, including copyright and moral rights.
- 11.4. In the case of any doubts concerning the application of these Terms and Conditions, the Organizer reserves the right to issue a binding interpretation of its provisions.
- 11.5. Promotional and advertising material on or relating to the Competition is for information purposes only. Only the provisions of these Terms and Conditions are legally binding.
- 11.6. 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 within the spirit of the Competition.
- 11.7. This Competition is not sponsored, administered or organized by Facebook, Inc.

Dated: 21st March 2018

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