

STATUTE OF THE COMPETITION

held on the Organizer's Facebook and Instagram profiles from 9.12.2024 to 22.12.2024
(hereinafter referred to as the "Statute" and the "Competition")

This Statute regulates the conditions of participation in the Competition, the manner and procedure for carrying out the activities necessary for its implementation and defines the details of the rights and obligations of the participants.

1. General provisions

- 1.1. Competition organizer: City Park Center a.s., Bencúrova 10, 040 01 Košice, Slovakia, ID No.:36213624, registered in the Commercial Register of the Municipal Court of Košice, Sec. Sa, vl.no. 1214/V (hereinafter referred to as the "Organizer")
- 1.2. By participating in the competition announced by the Organizer, the competitor agrees to these terms and conditions, as well as to the rules and conditions of the competition stated in the announcement of the competition announcement and undertakes to comply with them.
- 1.3. The Organizer reserves the right to interrupt, shorten, extend, terminate or unilaterally change or amend the rules of the Contest and the prizes at any time, even without giving a reason, with effect from the moment of publication of the new wording of the rules of the Contest on the relevant profile of the Organizer on the relevant social network.
- 1.4. The drawing of the winners will take place in the presence of a committee created for this purpose by City Park Center a.s. The draw will be conducted by random selection from the participating contestants who have met the conditions for inclusion in the draw, according to the method set forth in this Statute.
- 1.4. The Organizer's social networks include, inter alia, Facebook VILLA SANDY RESORT and Instagram VILLA SANDY Resort, which can be found under the name @villasandyresort (hereinafter referred to as "social networks").
- 1.5. Participation in the competition and prizes cannot be recovered legally.
- 1.6. The Organizer decides on any objections or complaints in connection with the Competition. Any objections to the course of the competition can be sent to the Organizer in writing to the postal address specified in these rules within 3 working days of the end of the competition. Objections lodged at a later date will not be taken into account.

2. Place and date of the Competition

- 2.1. The competition takes place in the territory of the Slovak Republic through the Organizer's social networks.
- 2.2. The competition runs from the publication of the competition post by the Organizer on the organizer's social networks on 9.12.2024 and ends on 22.12.2024 at 12:00 p.m.

3. Conditions of participation in the Competition

- 3.1. Participation in the Competition is possible only if the conditions of the Competition defined by these Competition Statutes are observed.
- 3.2. The competitor is entitled to participate in the competition only once, through their own authentic profile on social networks.
- 3.3. The organizer reserves the right to exclude a participant whose behavior or profile on social networks shows signs of unfair or fraudulent conduct, whose behavior or profiles on social networks are contrary to the rules of the given social network. In the event of finding this violation, or in case of suspicion, such an account will be reported as fraudulent and the issuance of the prize will be suspended until the administrator or responsible employee of the company of the given social network responds.
- 3.4. Competition conditions for participation in the competition:
 - a) "likes" or "follow" of the Organizer's profile on the Facebook or Instagram social network on which the Competition Participant has joined the competition, and at the same time
 - b) "likes" to the Organizer's contest post on the Facebook or Instagram social network on which the Contest Participant participated in the contest, and at the same time



- c) a comment according to the request specified in the Organizer's competition post on the Facebook or Instagram social network on which the Competition Participant participated in the competition.

4. Persons Eligible to Participate in the Competition

- 4.1. Only a natural person who is a user of the social network Facebook and/or Instagram and who has full legal capacity can participate in the Competition. Persons who do not have full legal capacity may participate only with the consent of their legal representative.
- 4.2. Only a natural person with a delivery address in the territory of the Slovak Republic, who is registered on social networks (FACEBOOK – www.facebook.com and INSTAGRAM – www.instagram.com), has an active account on the social network for the entire duration of the competition and meets the set rules of the competition (hereinafter referred to as the "competitor") can become a competitor.
- 4.3. Persons who are in an employment or similar relationship with the Organizer and persons close to them within the meaning of the provisions of Sections 116 and 117 of Act No. 40/1964 Coll., the Civil Code, as amended, and other cooperating legal and natural persons participating in this competition, including their employees and persons close to them and their employees, may not participate in the Competition. In the event that any of these persons becomes the winner, they cannot receive the prize and the prize will be forfeited to the Competition Organizer.
- 4.4. Persons who do not meet the conditions for participation in the competition or act contrary to the rules of the competition will not be included in the competition or will be excluded from it.

5. Winning the competition

- 5.1. The prizes in the competition are 3 separate prizes/Prizes intended for 3 individual Winners in the Contest:
 - a) First prize/Prize: SUNDAY BRUNCH for 2 people in the SEVEN restaurant (Mestský park 7, Košice) in the total value of 80 Euros (in words: eighty euros), on the date agreed with the Competition Organizer,
 - b) Second prize/Prize: Romantic winter evening in IGLU for 2 people, in the parkfood kiosk POINT (Mestský park 7, Košice), in the total value of 40 Euros (in words: forty euros), on the date agreed with the Organizer of the competition,
 - c) Third prize/Prize: An experiential session in the SEVEN CAFÉ (Mestský park 7, Košice) in the total value of 30 Euros (in words: thirty euros), on the date agreed with the Competition Organizer,
- 5.2. The prize will be handed over in the form of a voucher and in order to redeem it, it is necessary to make a reservation for the date of use of the Prize with the Organizer.
- 5.3. The Prize represents the Winnings before taxes. Winnings in the competition cannot be recovered legally or alternatively paid in money.
- 5.4. Prizes from the competition in the value of more than € 350 are subject to personal income tax in accordance with Section 8 (1) of the Income Tax Act No. 595/2003 Coll., as amended, and the winners are obliged to proceed in accordance with this Act when taxing the prize. At the same time, such winnings in accordance with Section 10b of Act No. 580/2004 on Health Insurance, as amended, represent income that enters the assessment base for the calculation of health insurance, and which must be settled in the annual health insurance settlement. In the event of a prize value exceeding € 350 per prize, the Organizer will inform the Competitors of this fact.

6. Determination of the winner of the competition and notification of the prize

- 6.1. After the Contest Date, the Contest Winners will be selected by the Contest Organizer by drawing lots from among all Contest participants who have validly participated in the Contest. The announcement of the Winners of the Competition will be published on the relevant social networks of the Organizer and/or via a private message to the Winner on the relevant social network.
- 6.2. The profiles of the Winners with which they participated in the competition will be marked by the Organizer in the comment under the competition post on the Facebook or Instagram social network, together with the indication of the relevant Prize and an invitation to contact the Organizer for the purpose of agreeing to hand over the respective Prize.



- 6.3. The winner of the Competition is obliged to contact the Organizer by private message on the relevant social network no later than 7 calendar days from the date of the announcement of the winner of the Competition, and at the same time provide the Organizer with the information necessary to send the prize to the winner, i.e. the delivery address and, if applicable, the e-mail address. In the event that the winner does not provide this information to the Organizer, the prize will be forfeited to the Organizer.
- 6.4. In the event that it is not possible to contact any of the Winners within 7 days of the announcement of the Winners of the Competition, or the Winner does not provide the Organizer with the necessary cooperation and information to hand over the prize, or refuses the Prize, the Winner loses the right to the prize and the Organizer will draw a substitute Winner.
- 6.5. If the winner is a minor natural person, they are obliged to provide the Organizer with the written consent of their legal representative to participate in the competition within 7 calendar days, otherwise they lose the right to the prize. In this case, the Organizer will repeat the draw and contact the replacement Winner directly.
- 6.6. One Winner may win and redeem only one Competition Prize in the Competition. Winning multiple prizes/Prizes by one winner in the Competition is excluded.
- 6.7. The organizer reserves the right to call on the winner to prove the fact that he is the person who wins the prize before handing over the prize. In disputed cases, the Organizer reserves the right to make a final decision on the handover of the prize.
- 6.8. By fulfilling the competition task (e.g. by sending a comment, photo, etc.), the competitor provides the Organizer with a free, non-exclusive license for the entire territory of the world, for the duration of the economic rights to the work, without limitation of quantity, for all ways of using the provided content.
- 6.9. By sending the competition entry, the competitor also grants the operator consent to the publication of the work, its modification, processing, including translation, connection with another work, inclusion in the collective work, as well as for the operator to present the competition entry in public under its name. The Competitor agrees that the Operator is entitled to assign the granted license in whole or in part to a third party or to provide it further in the form of a sublicense.
- 6.10. In the event that the competition entry contains elements of a personal nature, such as personal documents, portraits, or audio or audio-visual recordings, etc., by sending the competition entry to the Operator, the competitor grants free consent to the use of elements of a personal nature for the marketing purposes of the Operator for a period of 3 years.
- 6.11. In the event of withdrawal of consent by the competitor before the expiry of the period specified in the previous sentence, without this being justified by a substantial change of circumstances on the part of the competitor, the competitor is obliged to compensate the operator for the damage incurred by the operator as a result of the withdrawal of consent.
- 6.12. The Contest Organizer is entitled to further use the content of the entry by which a particular Contestant has entered the Contest, including any shared content provided by the Contestant in connection with his/her participation in the Contest. In particular, the Organizer is entitled to use the announced text statements, including the provided photos and videos, for promotional and marketing purposes, but only if this was provided for the purpose of the Contestant's participation in the Contest and in connection with the Contest.

7. Method of handing over the prize

- 7.1. The Winner and the Organizer will agree on the method and date of handing over the prize individually.
- 7.2. The winner can redeem the prize for another person in agreement with the Organizer.
- 7.3. Winners must claim the Prize by 31.3.2025. After the deadline the Winner loses the right to the prize.
- 7.4. The Organizer is not liable to the Contestants for damages incurred as a result of the provision of incorrect, incomplete, outdated data by the Contestant or failure to accept the prize by the winner. The Organizer does not reimburse the Contestants for any costs incurred by them in connection with their participation in the Contest or with winning the Contest.
- 7.5. It is not possible to claim any defects or errors on the subject of the prize.

8. Final provisions

- 8.1. By participating in the Contest, the contestant expresses his/her consent to the terms and conditions of the Contest and undertakes to fully comply with them. By participating in the competition, the competitor acknowledges that his personal data will be used by the organizer for the purpose of implementation and evaluation of the competition. At the same time, by participating in the Competition, the Contestant expresses his/her consent and confirms the provision of cooperation so that in the event that he/she becomes the Winner in the Contest, his/her likeness will be recorded and used free of charge by the Organizer to promote the Contest and the Contest Prize. The terms and conditions of personal data protection are the subject of a separate document published on the website of the organizer www.villasandyresort.com
- 8.2. Each Contest Participant confirms that they have been informed that Facebook and Instagram have no obligations to the Contestant and that no such obligations arise from participation in the Facebook and Instagram Contest. The Contest organizer declares that the Contest is in no way sponsored, endorsed, administered, or otherwise associated with Facebook/Instagram and is not otherwise associated with Facebook/Instagram.
- 8.3. The Contest organizer is not liable in any form for direct or indirect damages resulting from participation in the Contest. In addition, the organizer is not responsible for any technical failure, in particular failure of the network, electronics or computers.
- 8.4. The Organizer reserves the right to change the terms and conditions of the Contest. The Organizer's decision is final. If any provisions of these Competition Rules are invalid or lose their validity, the validity of the remaining provisions of the Competition Rules remains unaffected. The rules of the Competition are governed by the applicable law of the Slovak Republic. These rules of the Contest are available on the [www.villasandyresort.com website](http://www.villasandyresort.com) and are also stored in writing at the Organizer's registered office.

In Košice, on 9.12.2024