

COMPETITION STATUS

held on Facebook and Instagram profile of the Organizer from 28.4.2025 to 6.5.2025
(hereinafter referred to as "Statutes" and "Competition")

These Statutes regulate the terms and conditions of participation in the Competition, the manner and procedure for carrying out the activities necessary for its implementation and define the details of the rights and obligations of the participants.

1. General provisions

- 1.1. No. 1214/V (hereinafter referred to as the "Organiser")
- 1.2. By entering the competition announced by the Organiser, the contestant agrees to these terms and conditions, as well as to the terms and conditions of the competition set out in the competition announcement and undertakes to comply with them.
- 1.3. The Organiser reserves the right to interrupt, shorten, extend, terminate or unilaterally change or amend the Competition and the prizes at any time, even without giving any reason, with effect from the moment of publication of the new version of the Competition rules on the relevant profile of the Organiser 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 drawing will be carried out through a random selection from the participating contestants who have met the conditions for inclusion in the drawing, according to the method set out in these Regulations.
- 1.4. The social networks of the organiser are considered to be, inter alia, Facebook VILLA SANDY RESORT, Instagram VILLA SANDY RESORT and LinkedIn VILLA SANDY RESORT which can be found under the name @villasandyresort (hereinafter referred to as "social networks").
- 1.5. Neither the participation in the competition nor the prizes can be legally enforced.
- 1.6. Any objections or claims in connection with the Competition shall be decided by the Organiser. Any objections to the Competition may be sent to the Organiser in writing to the postal address specified in these Rules within 3 working days of the end of the Competition. Objections submitted later will not be taken into consideration.

2. Place and date of the Competition

- 2.1. The competition is held on the territory of the Slovak Republic through the social networks of the Organiser.
- 2.2. The competition runs from the publication of the competition entry by the Organiser on the Organiser's social networks on 28.4.2025 and ends on 6.5.2025.

3. Conditions of participation in the Competition

- 3.1. Participation in the Competition is only possible provided that the terms and conditions of the Competition as defined in these Competition Terms and Conditions are complied with.
- 3.2. The Contestant is entitled to participate in the Contest only once, through his/her own authentic social media profile.
- 3.3. The Organiser reserves the right to exclude, without giving any reason, a Participant whose behaviour or social networking profile shows signs of unfair or fraudulent behaviour, whose behaviour or social networking profile contradicts the rules of a given social networking site. In the event that such a violation is detected or suspected, the account will be reported as fraudulent and the issue of the prize will be suspended pending the opinion of the administrator or the responsible employee of the company of the social network in question.
- 3.4. Contest Terms and Conditions:
 - a. "Like/like" or "follow/follow" the Organiser's profile on the social network Facebook, Instagram or LinkedIn, on which the Contestant has entered the Contest, and at the same time
 - b. "like/like" the Organiser's competition post on Facebook, Instagram or LinkedIn, on which the Contestant has entered the competition, and at the same time
 - c. a comment as requested in the Organiser's competition post on the social network Facebook or Instagram on which the Contestant has entered the competition.



4. Persons eligible to participate in the Competition

- 4.1 Only a natural person who is a Facebook and/or Instagram user and who has full legal capacity may enter the Competition. Persons who do not have full legal capacity may only participate with the consent of their legal representative.
- 4.2 Only natural persons who are registered on the social networks (FACEBOOK - www.facebook.com, INSTAGRAM - www.instagram.com and LINKEDIN - www.linkedin.com), have an active social network account for the entire duration of the competition and comply with the set competition rules (hereinafter referred to as the "Contestant") may become a Contestant.
- 4.3 Persons who are in an employment or similar relationship with the Organiser and persons close to them within the meaning of the provisions of § 116 and § 117 of Act No. 40/1964 Coll., 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 take part in the competition. In the event that any of these persons becomes a winner, he/she cannot receive the prize and the prize will be forfeited to the Competition Organiser.
- 4.4 Persons who do not meet the conditions for participation in the competition or who act in breach of the competition rules will not be entered into the competition or will be excluded from the competition.

5. Winning the competition

- 5.1 The prize in the Competition is 1 separate Prize/Winner for 1 separate Winner in the Competition:
Prize/Winner: a GIFT CARD for consumption during the event CITY OF KOŠICE CITY DAY CELEBRATION, which will take place on 7.5.2025 in the exterior of the parkfood kiosk POINT, with a total value of 100 EUR (in words: one euro).
- 5.2 The prize will be given in the form of a voucher.
- 5.3 The prize cannot be legally enforced or alternatively fulfilled in cash.
- 5.4 Competition prizes in excess of € 350 are subject to personal income tax pursuant to Section 8(1) of the Income Tax Act No. 595/2003 Coll. as amended, and the winners are obliged to comply with this Act when taxing the prize. At the same time, such prizes within the meaning of §10b of Act No. 580/2004 on health insurance, as amended, constitute income which enters the assessment base for the calculation of health insurance and which must be settled in the annual health insurance settlement. In the event that the value of the prize exceeds € 350 per prize, the Organiser will inform the Contestants of this fact.

6. Determination of the Winner and Notification of the Prize

- 6.1 After the Competition Period has ended, the Winners will be selected by the Organizer through a random draw from all participants who validly entered the Competition. The announcement of the Winners will be published on the Organizer's official social media channels and/or via private message to the Winner on the respective social media platform.
- 6.2 The profiles of the Winners who participated in the Competition will be tagged by the Organizer in the comment section under the competition post on Facebook or Instagram, along with the information about the Prize and an invitation to contact the Organizer to arrange prize collection.
- 6.3 The Winner must contact the Organizer via private message on the relevant social media platform within 24 hours of the Winner announcement and provide the necessary information for the personal handover of the prize at the premises of VILLA SANDY, Mestský Park 7, Košice. If the Winner fails to provide this information, the prize will be forfeited in favor of the Organizer.
- 6.4 If the Winner cannot be contacted within 24 hours after the announcement, fails to provide the required cooperation and information for the handover of the prize, or refuses the prize, they forfeit the right to the prize, and a substitute Winner will be drawn by the Organizer.
- 6.5 If the Winner is a minor, they must provide the Organizer with written consent from their legal guardian within 7 calendar days; otherwise, they lose the right to the prize. In such a case, the Organizer will draw and contact a substitute Winner.



- 6.6. The Organizer reserves the right to request proof from the Winner confirming their identity before handing over the prize. In any dispute, the Organizer's decision on the prize handover is final.
- 6.7. By fulfilling the competition task (e.g., submitting a comment, photo, etc.), the participant grants the Organizer a free, non-exclusive license worldwide, for the duration of the property rights to the work, without any limitation on quantity, and for all ways of using the submitted content.
- 6.8. By submitting the competition entry, the participant also grants the Organizer permission to publish, modify, process, translate, merge with other works, or include in a collective work, and to present the entry to the public under the Organizer's name. The Organizer is entitled to fully or partially transfer the granted license to a third party or to grant it as a sublicense.
- 6.9. If the competition entry includes elements of a personal nature (e.g., personal writings, likeness, sound, or audiovisual recordings), the participant grants the Organizer a free three-year consent to use such elements for marketing purposes.
- 6.10. If the participant revokes consent before the stated period expires without a substantial change in circumstances, the participant must compensate the Organizer for any damage caused by the revocation.
- 6.11. The Organizer is entitled to further use any content submitted by the participant in connection with the Competition, including text statements, photos, and videos, solely for promotional and marketing purposes, provided the content was submitted for participation in the Competition.

7. Method of Prize Handover

- 7.1. The Winner and the Organizer will individually agree on the method and date of the prize handover.
- 7.2. The Winner may, by agreement with the Organizer, transfer the prize to another person.
- 7.3. Winners must claim their Prize exclusively on May 7, 2025. After this date, the right to the prize expires.
- 7.4. The Organizer is not responsible for any damage caused by incorrect, incomplete, or outdated data provided by the participant or by the participant's failure to claim the prize. The Organizer does not reimburse any costs incurred by participants related to participation in the Competition or the receipt of the prize.
- 7.5. It is not possible to claim any defects or complaints about the prize.

8. Final Provisions

- 8.1. By participating in the Competition, participants agree to these terms and conditions and undertake to fully comply with them. By entering the Competition, participants acknowledge that their personal data will be used by the Organizer for the purpose of organizing and evaluating the Competition. Participants also consent to the Organizer recording and using their likeness free of charge for promotional purposes related to the Competition and the Prize. The data protection conditions are detailed in a separate document available on the Organizer's website www.villasandyresort.com.
- 8.2. Each participant confirms they understand that Facebook and Instagram have no obligations towards the participants and that no legal claims can arise against Facebook or Instagram based on participation in this Competition. The Organizer declares that the Competition is not sponsored, supported, managed, or associated with Facebook/Instagram in any way.
- 8.3. The Organizer is not responsible for any direct or indirect damage resulting from participation in the Competition. Furthermore, the Organizer is not responsible for any technical malfunctions, especially network, electronic, or computer failures.
- 8.4. The Organizer reserves the right to change the Competition rules. The Organizer's decision is final. If any provisions of these Competition Rules become invalid or unenforceable, the validity of the remaining provisions remains unaffected. The Competition Rules are governed by the laws of the Slovak Republic. The Rules are available at www.villasandyresort.com and in written form at the Organizer's registered office.