



Home free from PFC? Yes, please!

PLANET FREE FROM PFC Rules and Regulations of the Contest

I. GENERAL

1. The contest is organised by fabb Sp. z o.o. Al. Armii Krajowej 178, 43-300 Bielsko-Biała, registered in the District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register at No. KRS 0000668648, VAT Reg. No. 9372691985, REGON Statistical Id. No. 366806136, BDO 000055654, share capital of PLN 4,000,000, hereinafter referred to as the "Organiser",
2. The Organiser is the award promisor in the meaning of Art. 919 and 921 of the Civil Code.
3. The contest shall be conducted under the name "PLANET FREE FROM PFC", hereinafter referred to as the "Contest".
4. These rules and regulations (hereinafter the "Rules and Regulations") define the terms and conditions of participation in the Contest and the rights and obligations of the Contest Organiser and Contest Participants.
5. The Contest is not a game of chance or a draw in the meaning of the Gambling Act of 19 November 2009.
6. The Contest may be joined by adult individuals who fulfil the conditions of participation specified in these Rules and Regulations, hereinafter referred to as the "Contest Participant" and/or "Contest Participants", exclusive of the Organiser's employees and entities directly involved in the organisation of the Contest and their employees, the term "employee" meaning individuals who are permanent employees based on a civil law contract. The exclusions referred to in the preceding sentence include spouses, descendants, ascendants and siblings of the aforementioned persons.
7. The Contest was announced on website of the oa brand - Organiser's brand at www.oaisfair.com/konkurs, hereinafter referred to as the "Website", where the Contest shall be conducted.
8. The aim of the Contest is to select the best original design of a piece of furniture prepared with the use of recycled yarn fabrics of the Organiser presented in the catalogue or as visualisation available at the Website for downloading, inspired by the aim of the Contest which is to publicise the risks of use PFCs in the manufacture of furniture fabrics, as well as to create a piece of furniture to be offered for sale by the Contest Organiser on the basis of the winning design.
9. Information concerning the Contest, its course and results may published in all communication channels used by the Contest Organiser, including but not limited to social media of the Organiser: Facebook, Instagram, Youtube.
10. The Contest has already commenced and offers may be submitted from 30 September until 28 February 2020.

II. CONTEST PROCEDURE: TERMS AND CONDITIONS OF PARTICIPATION

1. Participation in the Contest is subject to submittal of a complete contest application (hereinafter referred to as the "Contest Application") on the application form available at the Website, including:
 - a. name and surname of Contest Participant,

- b. mobile phone number of Contest Participant,
 - c. e-mail address of Contest Participant,
 - d. link to the Contest work created by the Contest Participant, hereinafter referred to as the Contest Work, saved at the dropbox website, wetransfer or a similar service,
 - e. consent to publication on the Website and Organiser's social media: Facebook, Instagram, Youtube of the winning Contest Work as well as the name and surname of the author – Contest Participant, and consent to the Organiser's processing of personal data of the Contest Organiser, including data specified in Item a) – c) above for the Contest related purposes. The consent to the processing of personal data for the Contest related purposes is voluntary, yet is a prerequisite for participation in the Contest,
 - f. declaration of the Contest Participant that he/she is the exclusive owner author of the Contest Work vested with full and unlimited personal and material copyright to the Contest Work and that if his/her work is selected as the winning Contest Work, he/she shall transfer the copyright to the Contest Work onto the Organiser as specified in these Rules and Regulations, and that he/she accepts and undertakes to comply with the Rules and Regulations of the Contest.
2. The Contest Work shall be a design of a piece of furniture corresponding with the aim of the Contest specified in Sec. I.8. of these Rules and Regulations of the Contest, created with the use of visualised recycled yarn fabrics of the Organiser presented in the catalogue or as visualisation available at the Website for downloading, in an electronic version of whatever technique, having a title and reflecting ideas of the Contest Participant.
 3. Participants who effectively submit their Contest Application using the form by not later than 28 February 2020 at 23:59:59 shall be allowed to participate in the Contest.
 4. Contest Participants guarantee that the Contest Work submitted by them has not been submitted to any other contest organised in the European Union in the last 2 years preceding the announcement of the Contest and that it does not infringe any third party rights.
 5. Each Contest Participant may submit any number of applications.

III. AWARDS AND WINNER SELECTION RULES

1. The award in the Contest shall be one financial Grand Award of EUR 3,000.
2. In order to run the Contest the Organiser has appointed the Contest Committee composed of seven representatives of the Organiser.
3. The Contest Committee shall be free to take the decisions specified in this Article, including but not limited to the choice of criteria for selection of the Contest Work based on personal perception and evaluation.
4. The decision of the Organiser's Contest Committee on granting the award shall be final and shall be made not later than within 60 working days of the end of the Contest.
5. The winning Contest Participant shall be notified of his/her Contest Work being selected as the winning Contest Work by the organiser before announcing the winning Contest Work at the latest, by e-mail to the numbers/addresses specified in the Contest Application. The aforementioned information to the Contest Participant shall be accompanied by a request for providing the necessary details for provision of the award (bank account number, bank name, bank account holder, information on having or not a consumer status), and an agreement regarding transfer of material copyrights to the Contest Work on the terms and conditions specified in these Rules and Regulations to be printed in two copies and signed by the Contest Participant, and returned by registered mail to the Organiser's address.

6. In case of failure by the Contest Participant to send to the Organiser the information and signed agreement referred to in Sec. 5 above within 14 days of receipt of the Organiser's letter sent by e-mail, the right to the award shall become void. In that case, the Organiser reserves the right to award the next winning Contest Work as selected by the Contest Committee.
7. The Award shall be granted by bank transfer to the bank account indicated by the Contest Winner and the results of the Contest shall be announced on the Organiser's Website and social media within 30 days of receipt by the Organiser of the respective information and signed copies of the agreement referred to in Sec. 5 of these Rules and Regulations.
8. Apart from selecting winners of the awards, the Contest Committee shall ensure that the Contest is duly run, make decision regarding doubts in related to the Contest, including interpretation of these Rules and Regulations. Decisions of the Contest Committee shall be final and irrevocable.
9. The Contest Winner shall forfeit his/her right to the award if:
 - a. he/she refuses to accept the Award,
 - b. he/she cannot be reached due to reasons attributable to the Contest Winner within 14 days of the Organiser's attempt to contact him/her by e-mail.
 - c. the Contest Winner fails to fulfil the provisions of the Rules and Regulations and thus cannot participate in the Contest or be granted the Award.
10. The Organiser shall not evaluate the Contest Works and shall exclude those Contest Participants whose works incorporate contents that are in contradiction with the law, rules of social conduct, good practices, and which infringe the provisions of these Rules and Regulations, third party rights, personal rights, fair competition rules, intellectual property rights and industrial property rights, that are offensive, vulgar or contain threats against third parties, discriminate any sex, race, nationality, language, religion, promote violence, anti-advertise or are of pornographic nature.
11. The Contest Participant declares that any kind of agency of a collective rights management organisation regarding remuneration for any and all creators and authors of the Contest Work submitted for the Contest is hereby excluded.
12. In case of infringement by the Contest Participant of any third party copyrights, the Organiser shall be entitled to revoke the award granted to the Participant and claim its refund, and in case of any damage incurred in relation thereto, the Organiser may also seek damages or retrospective claims in line with the commonly applicable regulations of law provided for by the Civil Code.
13. Awards which have not been released in the Contest due to reasons beyond the Organiser's control, including but not limited to failure to submit or to submit incomplete details necessary to make the payment of the award, or in relation to which the winners of the Contest have forfeited their right due to reasons specified in these Rules and Regulations, shall remain at the Organiser's disposal.
14. The right to the award and other rights of the Contest Participants in relation to participation in the Contest shall be non-assignable. The rights acquired by different Participants shall not be cumulative. The awards may not be substituted with any other equivalent, including monies.
15. The winners and other Contest Participants shall not be entitled to select an award or reserve certain attributes of the awards.
16. The Contest Organiser shall exclude from the Contest any Contest Participant who unlawfully manipulates with the results, has submitted a contest work with respect to which he/she is not exclusively vested with personal or material copyrights, failed to submit a complete Contest Application, including all required consents and declarations.
17. The Contest Participant may at any time withdraw from the Contest by submitting a relevant declaration to the Contest Organiser.

IV. COPYRIGHTS

1. Each Contest Participant who submitted his/her contest work on the Contest Application shall be deemed its author exclusively entitled to any and all personal and material copyrights in the meaning of the Copyrights and the Related Rights Act of 4 February 1994 both upon submittal of the Contest Application and upon resolution of the Contest.
2. By submitting the Contest Application, the Contest Participant agrees to transfer material copyrights to the Contest Work to the Contest Organiser on condition that his/her work is selected as the winning work, without any limitations with respect to time, space or quantity on the following fields of exploitation:
 - a. exclusive and unlimited use for commercial purposes as part of the Organiser's and its related entities' business, including promotion, advertising, informative, graphic and artistic purposes,
 - b. use for any purposes of the Contest Organiser, including but not limited to the planned creation, development and production of a piece of furniture to be offered for sale by the Contest Organiser based on the winning Contest Work,
 - c. reproduction of the Contest Work in whole or in part as well as its developments and copies using any technique, including printing, digital, reprographic, electronic, photographic, optical, laser, by means of magnetic recording, on any carrier, including all and any types of paper, textile materials, plastic, metal, artificial materials, electronic, optic, magnetic, digital, laser carriers, including CD (in whatever format), DVD (in whatever format), HD-DVD (in whatever format), Blue-Ray (in whatever format), hard discs, mass storage memory,
 - d. marketing, loaning, rental or lease of the original or copies of the Contest Work, and establishing other rights and charges, granting licences,
 - e. public presentation, displaying, projection, reproduction, transmission and broadcasting, as well as public sharing of the Contest Work in such a way that anyone of the public may access it from a place and at time individually chosen by them,
 - f. use of the Contest Work and its fragments for promotion and advertising of the Contest Organiser, its products and related entities in all forms of advertising, including press advertisements, TV commercials, cinema commercials, external and online advertising and commercials, use on any websites and internet domains, mobile services, publishing houses, e-books, audiobooks, press, TV, radio, Internet, promotional and advertising materials and gadgets as well as other promotional means on the fields of exploitation specified in this Article,
 - g. storage in electronic equipment memory, including computers and shared drives, including Internet, extranet, internal network (e.g. intranet), as well as transmission within the network, including online transmission, processing in electronic equipment memory, including computers and other mobile devices,
 - h. exploitation in a form of any product and on any and all available products, including software, audio-visual works, presentations, any and all kinds of textile, plastic, metal, artificial products, including toys and other (merchandising), as well as exercising the derivative copyright to the Contest Work (including but not limited to its development, disposal and use of its developments, without the right to revoke the consent by the Contest Participant) including the right to give consent to the exercising of the derivative copyright to the Contest Work on the aforementioned fields of exploitation.
3. The aforementioned material copyrights to the winning Contest Work shall be transferred upon conclusion of the agreement concerning transfer of material copyrights to the Organiser.
4. The Contest Organiser may authorise other persons to use the Contest Works within the limits of the licence granted by the Participant and grant sublicences within the limits of authorisation or transfer of material copyrights to another entity.

V. PERSONAL DATA

1. The Contest Organiser shall be the Personal Data Controller.
2. The Personal Data Controller can be contacted at the registered office address: ul Armii Krajowej 178, 43-300 Bielsko-Biała, or by e-mail: fabb@fabb.pl.
3. Personal data of Contest Participants shall be processed by the Controller only in order to run and resolve the Contest in a due manner and to fulfil the legal obligations of the Controller, and in order to meet the Controller's legitimate objectives.
4. The legitimate interest to be relied on by the Controller includes legal, arbitration or mediation proceedings, data storage for archival, demonstrative and accountability purposes.
5. The Contest Participant provides his/her data voluntarily, yet failure to provide results in refusal to participate in the Contest.
6. Personal data of the Contest Participants shall be stored until the end of the Contest and/or withdrawal of consent to personal data processing. The period of personal data storage may each time be extended by the limitation period for claims if personal data has to be processed in order for the Controller to seek any claims or defend against such claims.
7. The Contest Participant shall have the right of access to personal data regarding him/her and to obtain confirmation if such data are subject to processing; to correct personal data (e.g. if the data are incorrect or incomplete), to delete (e.g. if the data are no more necessary for the purposes for which they were collected by the Controller or if a consent to personal data processing is withdrawn or an objection against data processing is filed) and the right to limit their processing. Furthermore, the Contest Participant shall be entitled to: withdraw the consent at any time, while legitimacy of previous processing shall not be affected thereby; transfer the data (if data are processed based on a consent or contract and if data are processed automatically) and the right to object against processing of data relating to him/her (for direct marketing purposes).
8. The Contest Participant shall be entitled to file a complaint to the President of the Office for Personal Data Protection if he/she finds that the personal data relating to him/her are processed in violation of GDPR. Contact details of the supervisory authority: Biuro Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa, tel. 22 531 03 00, www.uodo.gov.pl/pl/p/kontakt.
9. The Controller may provide the data of the Contest Participant subject to all any data protection guarantees to:
 - a. employees/partners authorised to process the data at the Controller request,
 - b. entities entrusted with personal data protection, including: providers of technical, advisory, archival, accounting and organisational services that enable the Organiser to provide the services (including in particular Controller's IT, ICT, server and cloud storage service providers),
 - c. providers of legal, tax advisory services, carriers, postal operators and insurers,
 - d. authorised state, self-government administration and judicial authorities,
 - e. fabb Sp. z o.o. in Bielsko-Biała and the related entities in order to publish information regarding results of the Contest and award-winning Participants.
10. Personal data of Contest Participants shall not be provided outside the European Economic Area, except for data provided to Google LLC based on relevant legal safeguards, including standard contractual clauses on personal data protection approved by the European Commission.
11. Personal Data of the Participant shall not be processed automatically or profiled.
12. Name and surname of the Winner may be published in all communication channels in line with the data provided by the Participant, including social media such as Facebook, Instagram, Youtube in compliance with their rules.

VI. COMPLAINTS

1. Complaints regarding procedures of the Contest shall be submitted by registered letter to the Organiser's address: fabb Sp. z.o.o Al. Armii Krajowej 178, 43-300 Bielsko Biała, with a note on the envelope "Reklamacja konkursowa" [Contest related complaint] within not more than 7 days of selecting winners of the contest (postmark shall serve as proof of the date of posting). A complaint shall contain a detailed description of the complaint and data of the Participant for providing a reply.
2. Complaints shall be entertained by the Organiser within 30 days of receipt. The Organiser, while examining a complaint, shall comply with the provisions of these Rules and Regulations and the regulations of law. The organiser's decisions shall be communicated to the Contest Participant by e-mail or registered letter (postmark shall serve as proof of the date of posting or the date of placing the Organiser's declaration in an electronic communication means as per Art. 61 § 2 of the Civil Code).
3. If a decision concerning a complaint requires additional actions to be taken, the time for consideration may be extended accordingly, of which the Contest Participant shall be notified by the Organiser.
4. The Contest Organiser shall not be held liable for any interference in the functioning of websites, servers, interfaces, search engines and Facebook or dedicated applications, or other devices as well as for any other hindrance not attributable to the Contest Organiser. In such a case, the Contest Participant shall not be entitled to file any claims against the Contest Organiser.

VII. FINAL PROVISIONS:

1. Participation in the Contest shall mean acceptance of these Rules and Regulations.
2. In issues not regulated hereby the common provisions of the law shall be applicable.
3. All information about the Contest published in advertising materials are of informative nature only.
4. The Contest Organiser shall not collect any COD correspondence.
5. The Contest is run in the territory of the Republic of Poland.
6. The competent court in case of any disputes arising out of the Contest shall be the common court competent for the registered office of the Contest Organiser.
7. The Contest Organiser shall not be held liable for any damage, including property or other damage, suffered by the Contest Participant, except for any damage resulting from intentional acts.
8. The Contest Organiser reserves the right to amend the Rules and Regulations, as well as to reduce its duration and to change the terms and conditions of the Contest, and to cancel the Contest upon prior notice, providing that the rights acquired under the Rules and Regulations with the present contents shall be fully respected.
9. The Rules and Regulations and amendments hereof are available at www.oaisfair.com/konkurs and the Organiser's registered office.