# Detailed Rules of the Competition

Organizer:

HAVLÍK OPAL spol. s r. o.

Registered at the Regional Court in Ostrava, Section C, File 11454, on 13th January 1994.

Opavská 1437/47, BRUNTÁL 792 01

Business Identification Number: 60322284

VAT Number: CZ60322284

Time and place of the competition:

Czech Republic and Slovak Republic, from 1st June 2016

## Name of the competition:

3 Havlík sticks in 1 minute

### What is it about?:

If you eat 3 Havlík sticks on a minute, you will get from us a whole box of sticks!

# What do you have to do to participate:

Shoot a video on the mobile phone of yourself or your friend having eaten 3 Havlík sticks in a minute and post your video on internet (YouTube, Dailymotion, Vimeo etc.) or via a mobile application 3za1

Havlík. The application may be downloaded for free at Google Play:

https://play.google.com/store/apps/details?id=cz.tycinkyhavlik.trizaminutu

Send the link to the posted video to the address hra@havlik-opal.cz and remember to state your information in the e-mail for a possible contact:

- name and surname
- postal address (where we will send the sticks)
- e-mail
- telephone number for the delivery service to contact

you

In the event the e-mail misses the information as above, it will not be included in the competition.

# It is important to play fair and comply with the following terms and conditions:

- You must not wash down!
- Before you start, your mouth must be empty.
- You may not have the sticks in your mouth when starting consumption. But you may hold them in your hand.
- At the end, remember to open your mouth to show that you have really swallowed the bite!
- You must manage everything in 1 minute.
- Natural persons may participate in the competition, animals are not allowed to participate.
- A player may send in only one video to compete.

<b>T</b>	•	
HIVA	uation:	
Lva	uauon.	

An expert jury will check the sent-in videos and if the videos meet all the necessary requirements, each author who sent a video in which somebody managed to eat 3 Havlík sticks in a minute will get a whole box of sticks.

However, the organizer reserves the right to personally inspect the result when in doubt whether the required result was achieved properly (it means that the participant is obligated to show the act upon request, if any).

After termination of the competition, the winner will be contacted by the organizer via the given e-mail or telephone number.

The organizer is not responsible if the contact data are given incorrectly and, as a consequence, the winner will not receive his/her prize.

## Prize for the winners:

A box (30 pc) non-perishable Havlík sticks with cheese and salt, including prepaid postal charges on the territory of the Czech Republic and Slovak Republic.

## Personal data protection and processing:

- a) By participating in the competition, the competition participant grant the organizer the consent to the processing of his/her personal data in electronic form in compliance with the Act No. 101/2000 Sb., the Act on Personal Data Protection and on Modification of Certain Other Acts, as amended, that were provided to the following extent: name, surname, address, telephone number, email; this consent to the provision and processing of personal data is granted for the purposes of the competition and prize award. In the event a participant in this competition becomes a winner, he/she grants to the organizer his/her consent to the publication of his/her name, surname and incomplete address of residence (town/city) in the promotional materials and on the organizer's web sites for the purpose of announcing the results of this competition. The consent to the processing of the personal data is granted on a voluntary basis.
- b) The participant in the competition is entitled to access his/her processed personal data, is entitled to require the organizer in writing to provide him/her the information on personal data which are processed about him/her and, in the event of a violation of his/her rights, the participant is entitled to ask the organizer for explanation or to require that the organizer eliminates the defective condition and/or is entitled to refer to the Personal Data Protection Authority. The participant in this competition acknowledges that he/she has the rights pursuant to Sect. § 11 and Sect. 21 of the Act No. 101/2000 Sb., the Act on Personal Data Protection, as amended, i.e. in particular that the personal data have been provided on a voluntary basis, that he/she may revoke his/her consent to the processing of personal data any time and for free and that he/she has the right to correct, supplement, block and/or liquidate the data.
- c) The participant in the competition may revoke his/her consents as above any time by sending a written note to the address of the organizer's registered seat. The revocation of the consent is effective at the moment of delivery of the revocation to the organizer.
- d) If the participant in the competition becomes a winner, he/she gives the organizer in compliance with Sect. 12 of the Civil Code, as amended the consent to the use of his/her portrait, his/her written speeches, images and video and audio recordings related to his/her person and/or his/her demonstrations of natural character made by the organizer in association with the organization of the competition and prize award (hereinafter the "picture") for commercial purposes on all communication media, regardless of their nature and purpose, and namely in all usual manners, including their subsequent modification and/or linking of the same with other episodes and/or inclusion of the same into a collective work. The participant grants this consent to the organizer for free, without any substantive, time, quantity and territorial restrictions. This consent shall also apply to third parties to whom the organizer gives the picture in compliance with the purpose of the picture.

## Copyright, licence

a) By posting the competition video to the competition, the participant declares to the be authorized holder of the copyright pursuant to the Copyright Act. The participant declares that no other works and/or other subjects of protection of other parties have been used in the competition video. In addition, the participant undertakes that the use of the competition video by the organizer in the manner resulting from the rules of this competition will not result in the breach of the rights and legitimate interests of third parties and neither the organizers nor any other person will incur any damage and/or non-pecuniary damage and no entitlement to any licence fees payable to third parties will be claimed from them and should this happen, the participant undertakes to settle the entitlements to compensation, damage and/or non-pecuniary damage in full.

- b) The participant declares to have obtained consent from all persons to the free use of their works, performances and personal attributes to the extent specified in these rules, and the entitlement to grant this authorization to a third party by sending the video.
- c) By sending the competition video, the participant grants to the organizer a non-exclusive licence to use the competition video and all the subjects of protection by copyright contained in the competition video.
- In particular to communicate them to the public via all available audio-visual means in combination with the commercial information, to reproduce and distribute them in any form without any time, quantity and/or territorial restrictions and pursuant to the rules as contained in the Copyright Act, as amended.
- d) In addition, the participant grants consent to the further processing, modification and/or other change of such subjects of protection, combination of the same with other works, performances and/or non-author's elements.
- e) The participant grants the licence and all the permits without any entitlement to royalty. With respect to other parties' subjects of protection, the participant grants to the organizer a sub-licence to the identical extent.
- f) By sending the competition video to participate in the competition, the participant gives to the organizer the consent to the free publication of the competition video on the organizer's website www.tycinkyhavlik.cz .
- g) The organizer is not obligated to use the granted licence. The organizer is entitled to grant the licence rights in full or in part to any third party.
- h) By sending the competition video to participate in the competition, the participant acknowledges and agrees that he/she is fully responsible for his/her competition video and for the consequences resulting from the sending and/or publishing of this video.

### Final Provisions:

- a) The winner is not obligated to accept the prize. In this event, however, the winner has no title to any compensation in kind and/or to any other compensation. Judicial enforcement of the prize is excluded.
- b) The organizer of the competition reserves the right to eliminate a participant in the competition who gives untrue data about himself/herself, and/or who will play repeatedly under a false identity.
- c) The participants in the competition are obligated to follow the rules of the competition and the instruction of the competition organizer.
- e) These Rules are complete and binding on all participants in the competition. For the up-to-date, full and binding version of the Rules of the Competition, visit the web address:

www.tycinkyhavlik.cz.

In the event of any doubts, the participants in the competition may send their inquiry to the e-mail address: hra@havlik-opal.cz

These Detailed Rules of Competition are valid from  $1^{\rm st}$  June 2016