

RULES OF THE "TIMECODE AKCJA ANIMACJA" COMPETITION

2022 EDITION

1. The organiser of the competition "Timecode Akcja Animacja" (2022 edition) (**the "Competition"**) is **Timecode spółka z ograniczoną odpowiedzialnością sp.k.** with its registered office in Warsaw at ul. Słowackiego 38/46 lok. 10, 01-634 Warsaw, entered into the Entrepreneurs Register kept by the District Court for the Capital City of Warsaw in Warsaw XII Commercial Division of the National Court Register under KRS number 0000750888, NIP: 1181739085 ("**Organiser**"). The Competition is organised and conducted on the basis of and in accordance with these Rules ("**Rules**").

2. The partners of the Competition are:

- Ergo Hestia
- Asseco
- Clovin
- Rossmann

(hereinafter collectively referred to as "**Partners**" and each individually as "**Partner**").

3. The Competition runs from 4.10.2022 until 15.12.2022 ("**End of the Competition**").

4. Competition Schedule ("**Schedule**"):

Announcement of the Competition 4.10.2022

STAGE 1:

Submissions to the Competition (including delivery of the originals of formal Documents) 4.10.2022 - 9.11.2022 until 23:59 CET ("**Submissions Deadline**")

Announcement of Stage 1 results by 15.11.2022

STAGE 2:

Workshops 16.11.2022-18.11.2022 („**Workshops Day**")

Implementation of the Jury's comments 17.11.2022 to 21.11.2022

Submission of revised competition works 22.11.2022 ("**Amendments Deadline** ")

Implementation of the Jury's additional comments 25.11.2022-28.11.2022

Submission of the final competition works by 28.11.2022 23:59 CET ("**Film Delivery Deadline**")

Competition closing by 15.12.2022

5. The Competition is a competition organised and exhibited by the mass media, including in particular on the Competition Website at www.timecodeakcjaanimacja.pl ("**Website**"), on the Competition's Facebook profile at www.facebook.com/timecodeakcjaanimacja/ ("**Facebook**"), on the Competition's Instagram profile at www.instagram.com/timecode_akcja_animacja/ ("**Instagram**") and/or on the Competition-related channel vimeo.com ("**Vimeo**"). Participation in the Competition is entirely voluntary.

6. The Competition is open only to natural persons who are at least 18 years of age on the date of creation of their profile on the Website, who have full legal capacity and who create their profile on the Website in accordance with Clause 13.1.1 of the Rules ("**Participant**") and who perform a valid Competition Submission by the Submissions Deadline.

7. The Competition is not open to board members, supervisory board members or employees of the Organiser or the Partners, or other entities directly involved in preparing and conducting the Competition, members of the Competition Jury, or immediate family members of any of the above persons. Immediate family members within the meaning of these Rules include: spouse, children, parents, spouse's parents, siblings, persons in

an adoptive relationship and persons in a cohabiting relationship. Within the meaning of the Rules, an employee is both a person employed on the basis of an employment contract, as well as a person who is in a legal relationship with the Organiser or the Partner on the basis of a civil law contract (in particular on the basis of a contract for specific work or a contract of mandate).

8. The task of the person intending to enter the Competition is to create an original film made using computer animation or motion design techniques on the chosen Topic (as defined below) relating to the given Competition ("**Film**").
9. The Film shall be made on a topic chosen by the Participant from among the topics corresponding to particular Partners, as presented on the Website ("**Topic**"), taking into account the soundtrack (voiceover/music) assigned thereto, as made available on the Website by the Organiser ("**Soundtrack**"), according to the following specification:
 - 9.1. duration: in accordance with the duration of the selected Soundtrack;
 - 9.2. technical specifications: file: H.264, 1920x1080, Bitrate CBR 32 Mbps, Resolution: HD;
 - 9.3. The Film may not contain logos, names, trade names, trademarks, product or service images, other references of a commercial nature or other components protected by intellectual property rights of third parties, with the exception of:
 - a) those included in the Competition Materials, i.e. in the package of the relevant Topic;
 - b) graphic elements downloaded from stock libraries, provided that the Participant has purchased a licence with a scope no narrower than that specified in Clauses 48-50 of the Rules respectively, and provided that the downloaded element and its source are indicated; these conditions must be fulfilled at the latest when submitting the Film to the Competition.
 - 9.4. The Film should comply with the brief contained in the package of the Topic selected by the Participant, whereby the brief may specifically provide for the obligation to include in the Film certain Competition Materials contained in the package of that Topic;
 - 9.5. the Film must not be a previously published/released work,
 - 9.6. the Film must not contain vulgarities, offensive content, illegal content or content contrary to good morals,
 - 9.7. the film must not infringe upon the rights of third parties, including in particular personal rights and copyrights.
10. The film shall be produced by the Participant personally or may be a co-authored work produced by the Participant together with other persons directly involved by the Participant in the production of the Film (hereinafter referred to as "**Co-authors**"). Co-authors on the part of the Participant may only be natural persons who, on the date on which that Participant creates a profile on the Website pursuant to Clause 13.1.1 of the Rules, are at least 18 years of age but are under 35 years of age, with full legal capacity. Co-authors may not be persons referred to in Clause 7 of the Rules. The Participant shall be liable for the acts and omissions of the Co-authors as for his/her own acts and omissions. A Co-author does not have the status of a Participant in the Competition. In the Film Metrics, the Participant shall in particular provide the first and last names of all the Co-authors and confirm that they meet the age criterion set out above. The Organiser shall not be liable in any way whatsoever to the Co-authors, in particular in respect of any financial claim or any claim relating to the awarding or release of any Prize or Distinction in the Competition.
11. The Film can only contain:
 - 11.1. the Participant's own works and creative contributions (and those of the Co-authors, if any), originally created for the purpose of making the Film submitted to the Competition; and
 - 11.2. the materials made available by the Organiser on the Website in the package for the selected Topic ("**Competition Materials**"):
 - Soundtrack;
 - Partner materials (if applicable).
 - 11.3. For the avoidance of doubt, the Film must not contain any other works, creative contributions or materials, including those created by third parties (with the exception of works or contributions authored by Co-authors

as referred to in Clause 11.1 of the Rules) or protected by third party intellectual property rights, other than materials from "stock"-type resources or databases, subject to the conditions referred to in Clause 9.3(b) of the Rules.

12. Before entering the Competition, the Participant is obliged to read the Competition Rules. The Participant acknowledges that entering the Competition - understood as registering the Participant's Profile on the Website in accordance with Clause 13.1.1 of the Rules - is tantamount to confirming that the Participant has read and accepts the Rules.
13. The objective of the Competition is to select the winners from among the Participants entering the Competition who:
 - 13.1. make a valid competition submission ("**Submission**") by the **Submissions Deadline** by:
 - 13.1.1. setting up a Participant profile on the Website in accordance with the applicable procedure ("**Profile**").

In order to create a Profile, the Participant provides the following data via the form available on the Website:

 - name,
 - e-mail address, which will also be the login to the Profile,
 - telephone number,
 - a password of the Participant's choice to access the Profile

and confirms that the Participant meets the age criteria for participation in the Competition and gives consent to the processing of personal data for the purposes set out on the Profile registration page according to the terms of the Privacy Policy available on the Website;
 - 13.1.2. submitting, via the Profile, a Film that meets the requirements set in these Rules;
 - 13.1.3. submitting scans of the following documents ("**Documents**") by email to konkurs@timecodeakcjaanimacja.pl:
 - a form signed by the Participant in accordance with the template attached as **Schedule 1** to the Rules ("**Form**"), including a statement and metrics of the Film ("**Metrics**"). The Metrics shall include the details of all Co-authors;
 - if the Film is a work made with the participation of Co-authors – the statements in accordance with the template attached as **Schedule 2** to the Rules, signed separately by each Co-author ("**Co-author Statement**"); and
 - 13.1.4. delivering the original Documents to the Organiser either in person or by post (registered or courier service) to the Organiser's address indicated in Clause 1 of the Rules (please include the description "Timecode Akcja Animacja" on the envelope);
 - and
 - 13.2. meet other requirements provided for in the Rules.
14. Save as otherwise provided in the Rules, all communication between the Organiser and the Participant will be by email or telephone in accordance with the contact details provided by the Participant in the Profile.
15. The Participant:
 - 15.1. Who does not meet the eligibility requirements for participation in the Competition or for the awarding or release of a Prize or a Distinction, as provided for in the Rules; and/or
 - 15.2. Who fails to comply with the provisions of the Rules; and/or
 - 15.3. whose Film does not meet the requirements set out in the Rules; and/or
 - 15.4. who impersonates another person or gives false or incomplete information concerning the Participant or Co-authors; or
 - 15.5. whose Film was created with the participation of Co-authors who do not meet the terms and conditions of the Rules;

shall be excluded from the Competition and deprived of the right to a Prize or a Distinction, subject to the Rules. The Organiser shall have the right to apply the above measures in cases of detection or reasonable suspicion of actions or omissions by a Participant contrary to the Rules. The decision on exclusion is final.

16. No remuneration, reimbursement of costs or any other claim against the Organiser shall be due to those wishing to enter the Competition in respect of the Film or Submission, subject to the claims provided for in these Rules.
17. The Organiser shall not be liable for any irregularities arising from the disruption of IT networks, the content sent in the Submission, the individual settings of the devices used by the Participant to send the Submission and correspondence in the Competition and the ways in which they are configured, as well as the settings of the network operators.
18. A Participant may submit more than one Film in the Competition, with the proviso that they may only enter one Film per Topic.
19. The Participant shall be granted access to the Competition Materials corresponding to the Participant chosen Topic through the Participant's Profile on the Website.
20. The Organiser grants a Participant who sets up a Profile on the Website as set out in the Rules, access to and permission to use the Competition Materials only to the extent of inclusion of the same into the Participant's Film and solely for the purpose of the Film's participation in the Competition, whereby the Competition Materials may be included by the Participant in the Film under the following conditions:
 - 20.1. the Participant may only use the Competition Materials to the extent of their inclusion into the Participant's Film in the Competition and solely for the purpose of the Film's participation in the Competition;
 - 20.2. the Participant undertakes not to share the login and password enabling access to the Participant's Profile with third parties;
 - 20.3. the Participant undertakes to ensure that the Competition Materials are removed from any media in the Participant's and Co-authors' possession upon the End of the Competition.
21. The Competition provides for one (1) grand prize consisting of:
 - 21.1. a cash prize of PLN 10,000; and
 - 21.2. prize in kind:
 - Wacom Intuos Pro M PTH-660-N graphics tablet worth PLN 1,699;(collectively, the "**Prize**").
22. The Competition provides for the possibility of awarding distinctions to the Films selected by the Partners ("**Distinction**"). Each Distinction consists of:
 - 22.1. a cash prize of PLN 3,000.One Partner may nominate a Film based on a given Topic relating to that Partner for a maximum of one (1) Distinction. A Partner may choose not to award its Distinction to any Film at its sole discretion.
23. Participants who have submitted the winning Films awarded a Prize or a Distinction in Stage 2 of the Competition will be referred to in the Rules as "**Winners**".
24. The Organiser may, at its discretion, award additional honourable mentions in the Competition.
25. The prizes-in-kind (and distinctions-in-kind, if any) will be increased by a supplementary cash prize of 11.11% of the value of the prize-in-kind respectively ("**Supplementary Prize**"). The Supplementary Prize shall not be payable to the Winner and shall be used to cover the lump sum prize tax charged on the total value of the prize-in-kind (or the distinction-in-kind) and the Supplementary Prize respectively.
26. Prior to the release of the Prize or the Distinction, the Organiser shall, in accordance with the applicable provisions of the law, collect from the Winner a lump-sum income tax on the prizes in the amount of 10% of their value (in the case of prizes-in-kind or distinctions-in-kind – by deducting the tax from the amount of the

Supplementary Prize), which shall be paid to the appropriate Tax Office. The Organiser shall be responsible for calculating, collecting and remitting the tax due on the prizes.

27. There shall be no cash equivalent in lieu of the prizes-in-kind or the distinctions-in-kind. The right to a Prize or a Distinction is not transferable to another person or exchangeable for other prizes.
28. Notwithstanding any other requirement of the Rules, a prerequisite for the award or release of a Prize or a Distinction is the delivery to the Organiser of the original Documents signed by the Participants (including the Form and, if applicable, the Co-authors' Statements) and such other documents as the Organiser may require in accordance with the Rules.
29. The Competition consists of two stages:
 - 29.1. Stage 1 – Stage of preliminary evaluation of the Competition submissions: qualification of the Films for Stage 2 of the Competition that are candidates for the Prize ("**Stage 1**");
 - 29.2. Stage 2 - evaluation stage: selection of one (1) winning Film ("**Stage 2**").
30. The assessment of the merits of the Films within each Stage shall be made by a Competition Jury appointed by the Organiser and consisting in particular of experts in the field of animation, advertising, PR, artists and a representative of the Organiser ("**Competition Jury**" or "**Jury**").
31. The Competition Jury consists of:
 - Andrzej Pałowski (President of the Jury);
 - Katarzyna Kijek;
 - Przemysław Adamski;
 - Małgorzata Drozdowska;
 - Agnieszka Koćmierowska;
 - Agnieszka Klimczak
 - Kuba Matyka
 - Ania Szałuba
 - Beata Śliwińska BARRAKUZ
 - Olga Wroniewicz
 - Bartek Szolajski
 - Filip Tomann
 - Łukasz Słotwiński
 - Adam Sternik
 - Vladi Kravets
 - Katarzyna Seredyńska-Dworzyńska
 - Ruslana Nedashkivskaya

The composition of the Competition Jury may be changed by decision of the Organiser, in particular in cases where the participation of a member of the Jury will be impossible. The Organiser may also decide to extend the composition of the Jury. A change in the composition of the Jury does not constitute an amendment to the Rules. In the event that a member of the Jury is dismissed or resigns from his/her position, the Organiser may appoint in his/her place a person with qualifications which, in the opinion of the Organiser, are equivalent. The Organiser appoints the President of the Jury from among the Jury members. In the event of an equality of votes between members of the Competition Jury in the course of evaluating the Competition works, the President of the Jury has the casting vote.

32. The Organiser formally assesses the compliance of the Films with the Rules, the fulfilment of the requirements of the Rules by the Participants and awards Prizes and Distinctions based on the decision of the Competition Jury and the Partners.
33. After the Submissions Deadline:
 - 33.1. the Competition Jury will select up to five (5) Films which in the opinion of the Jury represent the highest level of originality and best reflect the assumptions of the given Topic on which they were made, and will determine any suggested amendments to the same in the form of comments ("**Amendments**"). Participants who have submitted Films to the Competition selected by the

Competition Jury that meet the requirements of the Rules will be qualified for Stage 2 of the Competition;

- 33.2. each of the Partners may nominate a Film as a candidate for a Distinction, from among all the Films submitted to the Competition, according to the rules described in Clause 22 of the Rules. The Participants nominated by the Partners and the possible Distinctions do not have to coincide with the qualifications given in the Competition by the Competition Jury.
34. After the results of Stage 1 are announced, the Organiser will invite the Participants qualified for Stage 2 by e-mail to attend a workshop with representatives of the Competition Jury, which will take place **on the Workshop Day** specified in the Competition Schedule, in Warsaw at the address and times specified by the Organiser in the invitation. During the workshop the representatives of the Jury may provide the Participant with a list of Amendments suggested by the Jury in relation to the Participant's Film. Participation in the workshops is not compulsory. If a Participant who has qualified for Stage 2 is unable to attend the workshop, the Organiser shall provide such Participant with a list of any Jury Amendments by e-mail on the Workshop Day at the latest.
35. A Participant qualified for Stage 2 of the Competition may make the Amendments suggested by the Competition Jury to the Film, subject to the following:
 - 35.1. The Participant acknowledges that it is not the Participant's obligation but the Participant's prerogative to introduce the Amendments and that the decision not to do so is at the Participant's own risk;
 - 35.2. The Participant may not make any changes to the Film other than those covered by the Amendments;
 - 35.3. The Film, once amended, must meet the requirements set out in the Rules;
 - 35.4. If the Participant does not submit a version of the Film within the time limit specified in the Rules for the submission of an amended competition work, the Participant will be deemed to have decided not to make the Amendments. In this case, the last version of the Film submitted by the Participant in accordance with the Rules will be taken into account in the Jury's further evaluation;
 - 35.5. If the extent of the Amendments makes it necessary to update the submitted Film Metrics due to new Co-Authors joining the filmmakers or to change other data included in the Metrics, the Participant will be required to draft and sign the updated Metrics and obtain additional written Statements by the Co-Authors (if any).
36. A Participant who has been qualified for Stage 2 shall have the opportunity to submit to the Organiser - via the Profile - a version of the Film taking into account the Amendments implemented in accordance with Clause 35 above, no later than **by the Amendments Deadline**.
37. Once the Films have been submitted in accordance with Clause 36 of the Rules, the Competition Jury may identify any additional amendments to such Films in the form of comments ("**Additional Amendments**"). The Organiser will provide the Participant by email with a list of such Additional Amendments in respect of the Participant's Film. All provisions relating to Amendments provided for in Clause 35 of the Rules shall apply to Additional Amendments accordingly.
38. A Participant with respect to whose Film Additional Amendments will be submitted, may submit to the Organiser - via the Profile - the final version of the Film taking the Additional Amendments into account, no later than **by the Film Delivery Deadline**.
39. In addition, Participants who have qualified for Stage 2 and who have made Amendments or Additional Amendments to the Film that make it necessary to update the Metrics shall provide the Organiser with scans of the documents referred to in Clause 35.5 of the Rules by email to **konkurs@timecodeakcjaanimacja.pl**. no later than **by the Film Delivery Deadline**
40. After the Film Delivery Date, the Competition Jury will proceed to evaluate the Films that have qualified for Stage 2 of the Competition. The Competition Jury may select one (1) winning Film.
41. The decision of the Competition Jury is final and not subject to appeal.
42. The final selection of a given Film for a Distinction shall be decided by a Partner at its sole discretion. In the event that a Film selected by the Partner as a candidate for a Distinction or a Participant who has submitted

it into the Competition does not meet the requirements set out in the Rules, the Partner may, at its discretion, select another candidate. In such case, the new candidate will be required to follow the guidelines of the Organiser.

43. The Organiser will publish the names of the persons selected after Stage 1 of the Competition, the Winners of the Competition and the Co-authors on the side of all the persons mentioned above - on the Website of the Competition or on the Facebook profile of the Competition or on Vimeo. In the aforementioned manner, the Organiser may also publish the Films of the Participants qualified for Stage 2 and the Films of the Winners or their fragments. The Participant authorises the Organiser to use the Participant's personal interests in the form of name, surname or image recorded in connection with the Competition and (in the event that the Participant's Competition work is created with the participation of the Co-authors) also the names and surnames of the Co-authors and their images recorded in connection with the Competition - by publishing them for the purposes of publicising the Competition and its results. The Participant guarantees that the Participant will have obtained the authorisations of the Co-authors to use their personal interests in the above respect, at the latest with by the submission of the Film in the Competition.
44. The Organiser reserves the right to verify the Participant's fulfilment of the terms and conditions of the Rules and the conditions of participation in the Competition, including, in particular, the right to demand that the Participant provides original Documents or other documents and evidence proving the truthfulness of the statements provided for in the Documents and the fulfilment of the conditions of participation in the Competition, at each stage of the Competition and after the Winners have been selected, within the time limit set by the Organiser. The Organiser shall not be liable for the impossibility of realising the Prize or the Distinction due to reasons attributable to the Participant, and in particular in the case of failure to provide or providing erroneous data, change in the Participant's data of which the Organiser was not informed, lack of possibility of contacting the Participant or in the case of the Participant's failure to meet the conditions specified in the Rules.
45. In exceptional cases and justified by the circumstances of a particular case, the Organiser may decide to set an additional deadline set by the Organiser for the Participant to provide the documents or materials required by the Rules.
46. If the Organizer does not receive the required documents from the Participant by the deadline specified under the Rules, or in the event that the Organizer is unable to contact the Participant within 45 days of the Competition's resolution, or in the event that it would appear that the Participant has not made an effective Competition Submission within the meaning of the Rules, or that the Participant should have been or has been excluded from the Competition in accordance with the Rules, the Organizer may decide, respectively, not to qualify the given Film for Stage 2 or to deprive the Participant of the right to the Prize or the Distinction, upon no claims from the Participant in this respect.
47. The Organiser shall not be liable for the impossibility of realising the Prize or the Distinction for reasons beyond the Organiser's control.
48. By entering the Competition, Participants grant the Organiser a gratuitous non-exclusive licence to use the Films to the extent necessary to conduct the Competition, including the assessment of the Competition works, selection of the Winners and informing about the Competition and its promotion, with the right to grant sub-licences to third parties by the Organiser. In particular, the Participants authorise the Organiser to publish the Films submitted by them or their fragments as part of the information about the Competition and its results in the manner specified in these Rules, and to exercise derivative rights to the Films by attaching subtitles and information boards to the Films, including in particular those concerning the Partners.
49. Upon the selection of a Participant as a Winner, that Participant assigns and transfers to the Organiser the economic copyrights and neighbouring rights to dispose of and use the Film (excluding the rights to the Competition Materials), **exclusively for the purposes related to the Competition, including information, promotion, communication of the Competition and its editions, promotion of the Organiser, the results of the Competition and the Winners**, in whole and in part, also with other works and their fragments, as part of other works and on their own, together with the right to authorise the exercise of derivative rights to the Film, without time and territorial restrictions, in the following fields of exploitation:

- 49.1. recording and reproduction by any technique, on any medium, including introducing into computer memory and data communication networks and adaptation to formats compatible with the use of the respective media;
 - 49.2. introducing into turnover, distributing, lending or rental of the original or copies;
 - 49.3. any dissemination other than that indicated above, including public performance, exhibition, display, screening, reproduction, broadcasting and re-broadcasting, and making the work available to the public in such a way that anyone can access it from a place and at a time of their choosing (including, without limitation, on websites and social networks, including, but not limited to, YouTube, Facebook, Twitter, Instagram, Snapchat, Tumblr, Pinterest, Vimeo, as well as through applications linked to such networks, intranets or cloud computing systems).
50. Notwithstanding the foregoing, upon the selection of a Participant as a Distinction Winner in the Competition, that Participant assigns and transfers to the Organiser, the economic copyright and neighbouring rights to dispose of and use the Film (excluding the rights to the Competition Materials) **for the purposes and to the extent of the exploitation of the Film by the Competition Partner on whose Topic the Film was made, or other entities belonging to the same capital group as the Partner (if applicable) ("Affiliates"), within the scope of the business activities of the Partner, Affiliates, including their advertising campaigns,** in whole or in part, without time and territorial restrictions, in the following fields of exploitation:
- 50.1. recording and reproduction by any technique, on any medium, including introducing into computer memory and data communication networks, adaptation to formats compatible with the use of the respective media - exclusively for the purposes listed below;
 - 50.2. making the Film available to the public in such a way that anyone can access it from a place and at a time of their choosing, i.e. through all digital media, including, without limitation, online and mobile campaigns in the form of video advertising (including, in particular, on websites, online services such as onet, wp, ipla and other and mobile systems, on social networks, including, but not limited to, YouTube, Facebook, Twitter, Instagram, Snapchat, Tumblr, Pinterest, Vimeo, as well as through applications associated with such networks or computing systems (including in particular on websites such as YouTube, Facebook, Twitter, Instagram, Snapchat, Tumblr, Pinterest, Vimeo, as well as through applications linked to such networks, intranets or cloud computing systems);
 - 50.3. screening in cinemas;
 - 50.4. public reproduction, performance and display as part of demonstrations at trade fairs, events, meetings;
 - 50.5. in B2B and B2C activities.

For the avoidance of doubt, the assignment and transfer of the rights referred to in this Clause **does not include the** grant to the Organiser of the right to authorise the exercise of derivative rights to the Film, i.e. the right to distribute the Film with the changes, modifications, adaptations made. However, the Organiser and its successors in rights shall have the right to disseminate the Film in its fragments, to place the logo / trade name / name or other designations or subtitles and the opening and closing boards and to disseminate the Film modified in this way, and only to this extent does the Participant, together upon the Participant's selection as the Distinction Winner in the Competition, assign and transfer to the Organiser the right to authorize the exercise of the derivative rights to the Film in the fields of exploitation listed in Clause 50 of the Rules above.

51. The exploitation of the Film in a broader scope than specified in Clauses 48 - 50 of the Rules above requires the Participant's consent and the conclusion of a separate agreement with the Participant under the terms and conditions agreed with the Participant. In view of the above, the Participant acknowledges that in connection with the Participant's Competition Submission, the Organiser or the relevant Partner may make proposals to the Participant in relation to the Film and the Participant's participation in the Competition.
52. The Participant authorises the Organiser to exercise, on the Participant's behalf and on behalf of other creators and performers (without limitation the Co-authors), the author's/performer's moral rights to decide on the form and first release of the Film to the public, to decide on its integrity, abridgement, fragmentation and extraction of individual elements, the labelling of works with the author's name (including anonymous

distribution) and to exercise author's supervision, with due respect to these rights. The Participant acknowledges that the personal right of authorship of the Film will be exercised by publishing the list of Films qualified for Stage 2 and the Films of the Winners on the Website or Facebook, together with the names of the Participant and Co-authors. The Participant represents and warrants that neither the Participant nor any of the Co-authors will exercise their moral rights in a manner that affects the rights granted to the Organiser by virtue of the Rules and the Form and that neither the Participant nor the Co-authors will make any claim against the Organiser if the Film is not disseminated.

53. The Participant declares and warrants that the Participant owns all copyrights and neighbouring rights to the Film and copyrights and neighbouring rights to any works, artistic performances and other objects of neighbouring rights and images included in the Film, with the exception of the Competition Materials, to the extent enabling the participation of the Film in the Competition and its exploitation in the full scope specified in the Rules, unlimited by any third-party rights, and that the Film, its submission to the Competition and its exploitation in the above-mentioned scope do not violate and will not violate the rights of third parties. To the extent the Participant has incorporated in the Film creative elements created by third parties specifically for the given Film (including Co-authors) and/or "stock" footage, the Participant hereby declares that the Participant has acquired the rights to such contributions to the extent no narrower than that described in the preceding sentence without remuneration or for remuneration, including for remuneration compulsorily paid through collective management organisations for copyright or related rights under mandatory provisions of law.
54. The Participant represents and warrants that all data and information provided by the Participant in connection with the Competition, including in particular the data within the Profile registration, within the Submission and the Metrics, are true and complete. In particular, the Participant represents and warrants that the metrics of the Film submitted in the Competition will be complete and truthful. The Participant acknowledges that the Participant is liable for the accuracy of the Metrics.
55. To the extent that, in the event of a breach by the Participant of the representations or warranties referred to above, any third party or competent authority makes claims or allegations against the Organiser or its successors in rights, in particular concerning the use of the Film in accordance with the Rules, the Participant shall take the necessary steps to hold the Organiser and its successors in rights harmless against such claims or allegations, indemnify them and pay all costs arising therefrom (including legal representation costs) and damages, penalties and fines resulting from any such claims or allegations.
56. The Participant acknowledges and agrees that the value of the Prize or the Distinction constitutes full and adequate remuneration for the assignment and transfer of rights, as well as for granting licences and consents referred to in the Rules. Participants are not entitled to any additional remuneration under the aforementioned titles (with the exception of any remuneration compulsorily paid through collective management organisations for copyright or related rights under mandatory provisions of law).
57. All Participants retain the right to exploit the Films they have created as part of the promotion of their own work and achievements, subject to obtaining all necessary consents and permissions from third parties to use the works, objects of neighbouring rights, industrial property rights and other intellectual property rights incorporated by the Participant in the Film, including in particular the Soundtrack and other Competition Materials. The above obligation does not apply to the Winners, to the extent of which the Organiser will obtain all necessary consents and permissions for the above-described exploitation and will grant, within the above framework, under a reverse licence, to the respective Winner.
58. Any complaints concerning the manner in which the Competition is conducted must be submitted by Participants in writing no later than one (1) month after the End of the Competition. A complaint submitted after the deadline shall have no legal effect. The date of sending the postage containing the complaint via the Polish Post is decisive in determining whether the deadline for filing a complaint has been met.
59. A written complaint should contain the name, surname, exact address of the Participant and a detailed description and justification of the complaint. The complaint should be sent by registered mail to the Organiser's address indicated in point 1 of the Rules.
60. Complaints will be considered within fourteen (14) days of their receipt by the Organiser. The decision of the Organiser on the resolution of the complaint is final and cannot be appealed. The above shall not prejudice

the right of the person concerned to pursue claims related to the manner in which the Competition was conducted through litigation.

61. The Participant will be informed of the resolution of the Participant's complaint by registered letter sent within fourteen (14) days of the resolution.
62. Only Competition Participants have the right to lodge a complaint.
63. The liability for any defects in the prizes and distinctions in-kind for conformity with the contract or warranty shall rest with the seller from whom they were purchased by the Organiser. The guarantee entities listed in the guarantee card for the products constituting prizes or distinctions in-kind (guarantor) shall be responsible for the fulfilment of the guarantee services concerning the prizes and distinctions. The winner of a prize or a distinction will pursue the satisfaction of claims on the aforementioned grounds directly against the seller of the prizes and the guarantor. The Organiser undertakes (at the time of releasing the Prize or the Distinction) to hand over to the Winner all guarantee documents received from the manufacturer or the seller and to transfer to the Winner the rights resulting from the guarantee (unless the transfer of rights resulting from the guarantee has been excluded). The above is without prejudice to the Organiser's liability under general civil law.
64. The controller of the personal data disclosed in the Competition is the Competition Organizer - Timecode spółka z ograniczoną odpowiedzialnością sp.k. with its registered office in Warsaw at: ul. Słowackiego 38/46 lok. 10, 01-634 Warsaw. Personal data will be processed for the purposes and under the conditions specified in the Privacy Policy published on the Competition Website.
65. The Participant shall ensure that the Co-Authors of the Film are informed by the Participant of the controller of their personal data, the purposes, grounds, principles and scope of the processing by the Organiser of the Co-Authors' personal data contained in the Metrics and of their rights in this respect, in accordance with the Privacy Policy published on the Competition Website.
66. The Participant may be asked by the Organiser to consent to the processing of the Participant's personal data for marketing purposes and to the sending of commercial information to the Participant, including in particular information and offers about cooperation with the Organiser or its partners. The consent referred to above is optional and voluntary and is not required for the Participant to participate in the Competition.
67. The Rules of the Competition are available for inspection on the Website and at the Organiser's registered office.
68. The competition is not a game of chance, lottery, pari-mutuel betting or promotional lottery, the outcome of which depends on chance (conducting a draw) within the meaning of the Gambling Act.
69. In matters not regulated by these Rules, the laws of the Republic of Poland shall apply, in particular the provisions of the Civil Code and the provisions of the Act on Copyright and Neighbouring Rights.
70. Disputes relating to and arising from the Competition will be resolved by the common court with jurisdiction over the Organiser's registered office.
71. The Organiser reserves the right to change the rules of the Competition even during its duration, provided that these changes will not affect the conditions of participation in the Competition or the rights acquired by the Competition Participants. Information about the changes will be posted on the Competition Website or on the Competition Facebook page. The changes will come into force on the date of their announcement.
72. To the extent permitted by applicable law, the Organiser shall not be liable for any postponement, cancellation, delay or any changes to the Competition, Prize or Distinction for reasons beyond the Organiser's control or for any acts or omissions of third parties.

Schedules:

Schedule 1 - Form

Schedule 2 - Template of the declaration of a Co-author