

Fallout Franchise Bundle Contest
TERMS & CONDITIONS

By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

1. **Organizer:** GOG sp z o.o., ul. Jagiellońska 74, 03-301 Warsaw, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, Poland, 14th Commercial Division of the National Court Register under the KRS No. 0000029514, Tax ID No (NIP): 113-21-77-807 and with a share capital of PLN 135.750,00 (the “Organiser”, “we”, “us” and “our”).
2. **Sponsor:** BETHESDA SOFTWARES LLC, 1370 Piccard Drive, Rockville, MD 20850 USA (“Sponsor”).
3. **Contest description:** You may enter the competition by creatively answering the following task: “Invent a brand new Nuka-Cola flavor and describe its taste”. This has to be an original entry in response to the contest post on Twitter or Facebook. We will pick and award 20 of the most creative and unique entries.
4. **Prizes:** 20 winners will receive a bundle of games consisting of “*Fallout*, *Fallout 2*, *Fallout Tactics*, *Fallout 3: Game of the Year Edition*, *Fallout: New Vegas Ultimate Edition*, *Fallout 4: Game of the Year Edition*” as a code redeemable on GOG.COM. All prizes are funded by Sponsor and delivered by Organizer.
5. **Competition Duration and Deadline:** The Competition begins on August 22 2023, 3 PM UTC and will end on August 31 2023, 10 PM UTC inclusive (“Closing Date”). All competition entries must be received by the Organizer by the end of the Closing Date to be valid and no liability is accepted for illegible, incomplete, lost or late entries.
6. **Eligibility & Participants:** You must be aged 18 or over at the time of entry in order to enter this competition. No purchase is necessary. You must enter the competition yourself and your entry must be provided in the English language. You must comply with the laws that apply to you in the location that you access the competition from. If any laws applicable to you restrict or prohibit you from entering the competition, you must comply with those legal restrictions or, if applicable, refrain from entering the competition.
7. **Additional requirements:** You promise that all of the information which you provide to us in connection with this competition shall be and shall remain complete and accurate. You promise that your entry will not contain anything (i) that is or could reasonably be viewed as harmful, harassing, defamatory, libelous, obscene or invasive of another’s privacy; or (ii) which you do not have a right to make available lawfully (including any material which infringes the rights of any other).
8. **Prize conditions:** Prizes are not negotiable, exchangeable, transferable, and have no cash alternative. The winner(s) will be contacted and announced on the Twitter and Facebook official channel within two weeks of the Closing Date. The winner(s) will have seven (7) days to confirm whether they accept the prize and to provide a postal address to which the hardware prize(s) will be sent and/or the GOG.COM account the prize will be awarded to or any additional data that may be required for the purpose of meeting legal and tax requirements. If the winner(s) fails to contact us within that deadline or provide required data or refuses to accept the prize, we retain the right to award such prize to another runner(s) or to refrain from awarding this particular prize.

9. **Excluded participants and entries:** Employees of the Organizers, its holding or subsidiary companies, its agents or suppliers or anyone else professionally connected with the competition, or members of their families or households. The Organiser will not admit entries which: are automatically created by a computer or bot or script or other automated technology, created in bulk, fraudulent, have been altered or forged or tampered with, made on behalf of another person, or made by hacking, cheating or deception, which are racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or which generally in Organiser's reasonable opinion are inappropriate to admit or contrary to these terms and conditions.
10. **Selection of winners:** The winner(s) will be selected by a panel of judges based on creativity, originality, and the highest quality. The decision of the panel is final.
11. **Ownership of competition entries and intellectual property or other rights:** The Organizer does not claim any rights of ownership in your competition entry. By submitting your entry, you grant us a non-exclusive, worldwide, royalty-free, and irrevocable right to use, display, publish, transmit, copy, edit, alter, store, re-format, and sub-license the competition entry and any other accompanying materials for our marketing or other commercial purposes.
12. **Data protection:** You acknowledge that we will process your personal data as a data controller in connection with the competition. Brief information on this can be found below, whereas a more detailed description of how we handle personal data is included in [GOG Privacy Policy](#). Your personal data will be processed for the purpose of: (i) the performance of the Competition in accordance with these terms and conditions, in particular, to contact you, assess your submissions, award and deliver prizes, announce the results, as well as address your complaints (Article 6(1)(b) of the GDPR), which at the same time lies in our legitimate interest (Article 6(1)(f) of the GDPR), namely the execution of the competition as marketing activity concerning our services; (ii) meeting any applicable legal or tax reporting requirements (Article 6(1)(c) of the GDPR); (iii) determination, investigation or defense against possible claims (Article 6(1)(f) of the GDPR). Your personal data will be processed until these purposes are achieved, unless the need for longer retention of personal data follows from the legal reasons. In particular, your data may be processed in connection with your account on GOG.COM pursuant to the GOG User Agreement and the GOG.COM Privacy Policy. We may share your personal data with other entities, such as e.g. website hosting service provider. Your personal data will not be transferred to a third country or an international organization. You have the right to request access, rectification, or erasure of your personal data, restriction of processing of your data or to object to the processing as well as the right to data portability. You have the right to lodge a complaint to the supervisory authority competent for personal data protection. Providing personal data in connection with the competition is voluntary but necessary to participate in the competition. Failure to provide personal data will prevent participation in the competition. Your personal data will not be subject to automated decision-making, including profiling, as referred to in Articles 22(1) and (4) of the GDPR.
13. **Complaints.** Complaints regarding the course of the Contest may be submitted by e-mail to the following address: support@gog.com within 14 days of the event that the complaint relates to. The complaint should contain the Contestant's data such as: name, surname, correspondence address (for delivering letters), as well as a detailed description and reason for the complaint. In the absence of the necessary information, the Organizer reserves the right to request the Contestant to supplement the deficiencies within 7 (seven) days from the date of such request. Failure to supplement the deficiencies by the Contestant entitles the

Organizer to leave the application without examination. Complaints sent after the above deadline will not be considered. Only Contestants have the right to submit a complaint. Complaints will be considered by the Organizer within 14 (fourteen) days from the date of their receipt. The Organizer will consider complaints from Contestants on the basis of the Regulations. The organizer's decision regarding the complaint is final, the Contestant will be notified about the method of considering the complaint by email sent to the email address from which the complaint was submitted.

14. **Tax:** If necessary under applicable laws, the Prizes may be supplemented with a cash prize equal to the tax due on the prize. In such a case, the cash prize will be deducted and paid as tax due under the applicable laws. In some cases, the winner may be obliged to pay taxes on the prize under local regulations of the country the winner is a resident of. We are not obliged to provide guidance in this respect.
15. **Social media:** You acknowledge that the competition is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Twitch, or YouTube. You agree to release Facebook, Twitter, Instagram, Twitch, and YouTube from any responsibility to you in relation to the competition. You are obliged to comply with the respective, separate terms of service applicable to the use of these platforms. Each Contestant releases these entities from any and all responsibilities regarding the Contest.
16. **General:** (a) Organizer is not responsible for any defects of prizes provided by Sponsors and all warranty requests should be addressed to Sponsors. (b) The Organizer will not cover any potential costs incurred by the Contestant in connection with the Contest, including entering the Contest, preparing and submitting the Entry and receiving the Prize. (c) In matters not covered by these terms and conditions, the provisions of the [GOG User Agreement](#) apply accordingly. In the event of a discrepancy between the GOG User Agreement and these terms and conditions, these terms and conditions prevail; (d) These terms and conditions shall be governed by the laws of Poland; (e) The Contest is not a game of chance, a lottery or any other game referred to in the Polish Act of 19 November 2009 on Gambling Games.
17. **Questions?** Please contact support@gog.com.