



## Strand Festival – VEB2023 ECoC Prize Game – Prize Draw Rules

Participation in the prize draw (the '**Game**') is conditional upon acceptance of these rules by the participants (the '**Player**'). Prior to participating in the Game, the participants acknowledge and automatically accept the Official Rules of the Prize Draw and the Privacy Policy set out in Section 8 of this document.

### 1 Organiser of the prize draw

The organiser and operator of the competition is **Veszprém-Balaton 2023 JSC.** (registered office: 26 Óváros tér, Veszprém H-8200 Hungary; company registration number: 19-10-500277; tax number: 23701142-2-19; hereinafter referred to as '**Organiser**')

### 2 Persons participating in the prize draw

- 2.1 All natural persons over the age of 16 and with a residence in Hungary are eligible to participate in the Game in accordance with the provisions set out in Section 4.
- 2.2 The Game is not open to the participation of the Organiser and its officers, employees or any person who is a member of the Organiser's staff, or relatives to these persons pursuant to the provisions of Article 8 (1) of the Civil Code.
- 2.3 The Organiser reserves the right to make changes to the terms and conditions of entry.

### 3 Time period of the Game

Players have the possibility to enter the Game during the designated period:

From 18.00, 23rd August 2023 to 21.00, 26th August 2023

### 4 Procedure for the prize draw

- 4.1 The prize draw notice will be published online on the website and on the premises with a QR code. To participate in the Game, the Player must visit the VEB2023 ECoC CultureSpace within the Festival territory during the prize draw period and complete the online survey on the tablets held by volunteers or on their own mobile phone.
- 4.2 The prize draw will take place at 10.00 on 28<sup>th</sup> August 2023 from among the users who have complied with the rules of the game, at the VEB2023 ECoC Office (1 Wartha Vince u., Veszprém, University of Pannonia Bdg 'O'). 3 winners and 3 reserve winners will be drawn. The draw is not open to the public. The prize cannot be redeemed in cash.
- 4.3 The Promoter will notify the Winners at the email address provided and will ask for their name and postal/mailling address (for the purpose of posting the prize).

If the requested information is not provided by the Winner within 7 days, the Winner will forfeit his/her right to the prize and will be replaced by the next Reserve Winner. The reserve winner(s) will also be notified as above, except that they will have 7 days to provide the requested information.

- 4.4 If the Organiser does not send the prize by post to the winning Winner; the Winner may claim the prize by presenting his/her identity card and address card in person at the Organiser's office (3 Kossuth u., Veszprém H-8200) within 30 days of the date of sending the details. The Organiser reserves the right to send the Winner a unique verification password generated by the Organiser by electronic means in

order to ask the Winner for the verification of the eligibility for the prize at the time of the actual delivery of the prize. The Organiser may link the delivery of the prize to the provision of the unique verification password. If the prize delivery fails for any reason, in particular, but not limited to, the Winner's failure to provide proof of winning by presenting his/her documents or providing the specific verification password by the deadline set out above, the Winner shall forfeit his/her right to the prize and shall be replaced by the next reserve winner. The deadline for the reserve winner(s) to claim their prize is 30 days from the date of notification. The Organiser will be able to provide the opportunity to collect the prize within the above time limit, which cannot be extended and will be forfeited to the winning Player.

## 5 The prize

1st place: **1 pc RPET gymbag, 1 pc beach towel, 1 pc neck band** and two Gyárkert (Factory'ard) entrance tickets for a freely selected concert

2nd place: **1 pc RPET gymbag, 1 pc VEB2023 ECoC logo T-shirt, 1 pc frisbee** and two Gyárkert (Factory'ard) entrance tickets for a freely selected concert

3rd place: **1 pc RPET gymbag, 1 pc VEB2023 ECoC logo water bottle with a bamboo cap**, and two Gyárkert (Factory'ard) entrance tickets for a freely selected concert

## 6 Personal income tax and other expenses

6.1 The Organiser undertakes to pay all taxes and levies incurred in connection with the prize and the postal costs of notifying the winning Player or sending the prize by post.

6.2 Other costs of receiving and using the prize (e.g. other travel costs to the place of receipt) shall be borne by the winning Player.

## 7 Information on the Game

7.1 The Official Rules of the Game are available on the Organiser's website under Documents: <https://veszprembalaton2023.hu/hu/dokumentumok>

7.2 The Organiser will provide the following information channels to the Players during the Game:

Information e-mail address: [info@veszprembalaton2023.hu](mailto:info@veszprembalaton2023.hu)

## 8 Rules on processing of personal data and provision of information

8.1 General provisions The Organiser guarantees that the processing of the data will be carried out in full compliance with the legal provisions in force

8.2 Data controller of the Game, contact details:

The **data controller** of this Game is the Organiser: Veszprém-Balaton 2023 JSC. (hereinafter also referred to as the '**Data Controller**') registered office: 26 Óváros tér, Veszprém, H-8200

company registration number: 19-10-500277

e-mail address: [info@veszprembalaton2023.hu](mailto:info@veszprembalaton2023.hu)

Data Protection Officer contact details: [adatvedelem@veszprembalaton2023.hu](mailto:adatvedelem@veszprembalaton2023.hu)

8.3 Scope of processed data, purpose of data control, legal basis of data control, timeframe of data control

SCOPE OF PROCESSED DATA	PURPOSE OF DATA CONTROL	LEGAL BASIS OF DATA CONTROL	TIMEFRAME OF DATA CONTROL
The Player's: <ul style="list-style-type: none"> <li>e-mail address.</li> </ul>	Management of the Game, notification of prizes.	Pursuant to Article 6(1)(a) of the GDPR, the voluntary consent of the Player is given by the Player by entering the competition.	Data retention period: 30 days after the end of the Game or until the withdrawal of the Player's consent, whichever is sooner.
The Player's: <ul style="list-style-type: none"> <li>year of birth</li> <li>place of residence</li> </ul>	Assessment of the success of the Project in terms of the age range of the audience reached by the Project.	Pursuant to Article 6(1)(a) of the GDPR, the voluntary consent of the Player is given by the Player by entering the competition.	Data retention period: 30 days after the end of the Game or until the withdrawal of the Player's consent, whichever is sooner.
The Winning Player's: <ul style="list-style-type: none"> <li>name,</li> <li>e-mail address</li> <li>postal address.</li> </ul>	Delivery of the prize.	Pursuant to Article 6(1)(a) of the GDPR, the voluntary consent of the Player is given by the Player by entering the competition.	Data retention period: 30 days after the end of the Game or until the withdrawal of the Player's consent, whichever is sooner.

#### 8.5 Employment of a data processor

The Organiser does not employ a data processor for the purposes of the Game.

#### 8.6 Recipients of personal data

The personal data provided may be accessed by the employees of the Organiser involved in the operation of the Game, subject to the requirement of confidentiality and non-disclosure. The data may not be disclosed to third parties other than the above without the prior information and consent of the data owner (the Player), except in cases provided for by law.

#### 8.7 Rights of the Player in relation to the present processing

##### **A) Right of Access**

The Player shall at any time have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and in what manner, , including the purposes of the processing, the recipients to whom your data have been disclosed or the source from which they have been obtained by the Controller, the retention period, any rights relating to the processing and, in the case of transfers to third countries or international organisations, information about the safeguards relating to such transfers. In exercising the right of access, the Player shall also have the right to request a copy of the data, and in the event of an electronic request, the Controller shall provide the requested information in electronic format (pdf), unless otherwise requested. Where the right of access adversely affects the rights and freedoms of others, in particular the trade secrets or intellectual property of others, the Controller shall be entitled to refuse to comply with the Player's request to the extent necessary and proportionate.

##### **B) Right to Rectification**

The Data Controller shall rectify or supplement the personal data concerning the Player at the request of the Player. If there is any doubt about the rectified data, the Controller may request the Player to provide the Controller with evidence of the rectified data in an appropriate manner, in particular by means of documents. Where the personal data concerned by this right has been communicated by the Controller to another person (i.e. an addressee, such as a data processor), the Controller shall inform such persons without undue delay after the rectification of the data, provided that this is not impossible or does not require a disproportionate effort on the part of the Controller. Upon the Player's request, the Controller shall inform the Player of these recipients.

##### **C) Right to erasure ('right to be forgotten')**

If the Player requests the erasure of any or all of his/her personal data, the Controller shall erase the personal data without undue delay where one of the following grounds applies:

- the personal data are no longer necessary to the Data Controller in relation to the purposes for which they were collected or otherwise processed;
- the Player withdraws consent on which the processing is based, and where there is no other legal ground for the processing;
- the processing was based on a legitimate interest of the Controller or a third party, but the Player has objected to the processing and there is no overriding legitimate ground for the processing other than an objection to processing for direct marketing purposes;
- the personal data have been unlawfully processed, or
- the personal data have to be erased for compliance with a legal obligation.

Where the personal data concerned by this right have been communicated by the Controller to another person (i.e. an addressee, such as a data processor), the Controller shall inform such persons without undue delay after erasure, provided that this is not impossible or involves a disproportionate effort on the part of the Controller. At the request of the Player, the Controller shall inform the Player of those recipients. The Controller shall not be obliged to erase personal data in all cases, in particular where, for example, the processing is necessary for the establishment, exercise or defence of legal claims.

The Data Controller draws your attention to the fact that the right to erasure is limited by the legal provisions under which the Data Controller is obliged to keep certain documents for a certain period of time.

#### **D) Right to restriction of processing**

The Player shall have the right to obtain from the controller restriction of processing where one of the following applies:

- the accuracy of the personal data is contested by the data subject – in this case it concerns the period that enables the controller to verify the accuracy of the personal data;
  - the processing is unlawful and the Player opposes the erasure of the personal data and requests the restriction of their use instead;
  - the controller no longer needs the personal data for the purposes of the processing, but they are required by the Player for the establishment, exercise or defence of legal claims; or
- Restriction of processing means that the Controller shall not process the personal data subject to the restriction, except for storage, or process them only to the extent to which the Player has consented, or, in the absence of such consent, process the data necessary for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or of an important public interest of the Union or of a Member State of the European Union. The Controller shall inform the Player in advance of the lifting of the restriction on processing. Where the personal data covered by this right have been communicated by the Controller to another person (i.e. an addressee, such as a data processor), the Controller shall inform such persons of the restriction of processing without undue delay, provided that this is not impossible or does not require a disproportionate effort on the part of the Controller. At the request of the Player, the Controller shall inform the Player of those recipients.

#### **E) Right to data portability**

The Player shall have the right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format (e.g. via e-mail) and have the right to transmit those data to another controller without hindrance from the controller provided that the legal basis for processing is the consent of the Player.

In the event of the exercise of the right to data portability, the Data Controller shall comply with the Player's request by means of an e-mail attachment in pdf format.

#### **F) Right to object, right to redress**

If the Player considers that the processing of his/her personal data by the Data Controller infringes the provisions of the data protection legislation in force, in particular the General Data Protection Regulation, he/she has the right to lodge a complaint with the competent data protection supervisory authority of the Member State where he/she has his/her habitual residence, place of work or place of the alleged infringement. In Hungary, complaints may be lodged with the National Authority for Data Protection and Freedom of Information ("NAIH"). The contact details of the NAIH are:

Website: <http://naih.hu/>

Address: 9-11 Falk Miksa utca, Budapest, H-1055

Mailing address: P.O. Box 9, Budapest, H-1363

Phone: +36-1-391-1400

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

The Player also has the right to lodge a complaint with a supervisory authority established in another EU Member State, in particular in the Member State where the Player has his/her habitual residence, place of work or place of the alleged infringement.

Irrespective of the right to complain, the Player may also take legal action in the event of such a violation. In the case of the Data Controller, the competent court is Veszprém Regional Court, but the Player may also bring the action before the court of his/her place of residence. The contact details of the courts in Hungary can be found at the following link: <http://birosag.hu/torvenyszekek>.

#### 8.8 Deadlines for replying to requests

The Player may contact the Organiser regarding the processing of their personal data. The Organiser shall inform the Player of the action taken in response to the request as soon as possible, but no later than 30 days after receipt of the request.

### 9 Miscellaneous provisions

- 9.1 If the Organiser becomes aware that a person disqualified under Section 2 of the present Rules has nevertheless participated in the Game, the Organiser may disqualify such person from the Game and claim back any prize (or its price) awarded to such person.
- 9.2 In the Game, the Player must provide an e-mail address where he/she can be notified of his/her winning and further actions during the Game. This is the responsibility of the Player, and the Organiser shall not be held liable for any problems arising from this.
- 9.3 The Organiser shall not be liable for and excludes any liability or claim for damages for any technical errors that may arise in connection with the notification, and excludes any and all claims for compensation or damages for costs, damages or losses arising from or related to any errors, defects, malfunctions or delays in the Game.
- 9.4 The Organiser is not responsible for the availability and operation of telecommunications and information technology equipment or the activities of third parties. The Organiser shall not be held liable for the malfunctioning of the online interfaces due to causes beyond its control, in particular: the failure or unavailability of the server operating the online interface, the lack of connection to the Internet network, the malfunctioning of the backbone network, or the failure to connect to the Internet interface or to a part of it.
- 9.5 The Organiser may withdraw or terminate the Game in whole or in part for any technical or operational reason. In the event that the Game is terminated by the Organiser, the Organiser will endeavour to make the fact of termination public in advance. The Organiser reserves the right to amend or modify these terms and conditions or the Game itself.