

TERMS OF THE CONTEST

(referred to: “**Contest**”)
of May, 27th 2021

By submitting a Contest entry, you agree to be bound by these terms and conditions:

1. Organizer:

Techland Spółka Akcyjna with its registered office in Ostrów Wielkopolski, address: ul. Żólkiewskiego 3, 63-400 Ostrów Wielkopolski, Poland, entered into the register of entrepreneurs maintained by the District Court for Poznań-Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS no. 0000889260, with a share capital of PLN 175,941,600.00 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820 (referred to throughout these terms as “**Techland**”).

2. Contest Description:

The Contest is organized in 3 separate categories: (i) **Writing (Urban Legend)**, (ii) **Cosplay**, (iii) **Fan Art (Illustration)**. You can enter each category, but you can only submit one entry per category.

a) Writing (Urban Legend):

Create the Urban Legend – a thriller story based on the Dying Light series that electrifies the audience and invites everybody to comment it. Make your story brave, unpredictable and scary.

Your story (Urban Legend) should correspond to the theme of Dying Light 2 Stay Human. The Dying Light 2 Stay Human world is your narrative guideline. You can include anything found in official Techland materials. Remember that the Modern Dark Ages/Post-apocalyptic world is not always friendly, and it's hard to survive in a world dominated by infection.

Specifications of the entry: Your story (Urban Legend) should meet the following requirements: around 1.000 words (2 pages single spaced, 12-point font). Your entry must be submitted in English.

b) Cosplay:

Create the Cosplay – an amazing disguise and play as one of your favourite heroes from Dying Light 2 Stay Human, for example: (i) Aiden Caldwell, (ii) Lawan, (iii) Colonel Chris Williams, (iv) Jack Matt, (v) Frank Marwey, (vi) Volatile / Goon.

Choose one of your favorite heroes from Dying Light 2 Stay Human and create a Cosplay. Make a movie or take photos of yourself being your favorite character from Dying Light 2 Stay Human.

Specifications of the entry: Present your Cosplay as a collection of photos or video - the most important thing is that all the details of your Cosplay should be visible. Remember that your entry cannot be edited by any graphic software.

c) Fan Art (Illustration):

Create the Fan Art – a surprising and interesting 2-layered illustration based on UV-light effects and related to the Dying Light 2 Stay Human.

Your Illustration should have a double meaning, also in a literal sense - something should be hidden behind it because we know how creative you are. Show us the secrets revealed under UV lights.

Specifications of the entry: The Fan Art should be created as an image in the resolution of 3840x2160, and must have a visible trace of the implemented UV layer. Show us your entry in the form of two separate images, or a video showing the hidden message.

Entries can be submitted in the following formats: .pdf, .jpg, .jpeg, .png, .zip, .mp4, .mkw, .webm, .mov, .avi, in maximum size 200 mb.

Any entry (work) submitted should be your personal work (it's not a team contest). The person submitting the entry should be the author of the work.

3. **Eligibility:** This Contest is open only to those who are at least 18 years old as of the date of entry and have unlimited capacity to perform legal acts (i.e. you are able to enter into legal actions). Techland may require/ask you to provide proof that you are eligible to enter the Contest. It doesn't matter what part of the World you come from – the Contest is open to participants from all over the globe. No purchase is necessary. Please remember, that you should comply with the laws that apply to you in the location that you access the Contest from. If any laws applicable to you restrict or prohibit you from entering the Contest, you have to comply with those legal restrictions and refrain from entering the Contest. If you are an employee or close business partner of Techland you are not eligible to enter the Contest.
4. **Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these terms and conditions and you represent and warrant that you meet the eligibility requirements. You undertake that all the information which you provide to us in connection with this Contest shall be and shall remain complete and accurate in every respect. You undertake that each of 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). In addition, you accept the decisions of Techland as final and binding as it relates to the content of the Contest. These terms and conditions are applicable to each category of the Contest.
5. **Contest Period:** The Contest will be announced on Techland's website on May 27th, 2021. From this date onwards these terms and conditions are available on Techland's website. Entries (works) will be accepted only online via the form available on Techland's website: <https://dl2.dyinglightgame.com/contest>, beginning from 15:00 CEST, June 10th, 2021 until December, 7th, 2021 (Closing Date), with the reservation that Techland may extend the Closing Date in case of postponement of the release date of Dying Light 2 Stay Human (for any reason). All Contest entries must be received no later than the Closing Date. Any Contest entries received after the Closing Date may be disqualified. The winners shall be selected within 1 month from the Closing Date.
6. **How to Enter:** The Contest entries shall be submitted at Techland's website available here: <https://dl2.dyinglightgame.com/contest>, beginning from 15:00 CEST, June 10th, 2021. You should make your submission by yourself. The entry must fulfill all Contest and technical requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Techland, in particular if (i) it violates the provisions of applicable law or Contest rules; or (ii) the entry may be considered as discriminatory or offensive, illegal or infringing on third party's rights.. Submission of the entry must be confirmed via activation (confirmation) e-mail you will receive.

You may not submit more entries than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, all of your submissions may be removed from eligibility at the sole discretion of Techland. You do not have to pay to enter the Contest, however you are responsible for any phone or internet charges you may incur. If you are unsure about these charges, you should contact your phone or internet operator before entering.

7. **Prize:** Techland will, provided the submitted entries meet appropriate artistic level, in the sole judgment of a jury, select 3 winners in each category of the Contest: 1st, 2nd and 3rd place. In each category the following awards shall be granted:

a) The Writing (Urban Legend) category winners:

1st place: \$2500 + Collector's Edition of Dying Light 2 Stay Human + Surprise Crate (worth over \$300);

2nd place: \$1000 + Deluxe Edition of Dying Light 2 Stay Human + Surprise Box (worth over \$100);
3rd place: \$500 + Dying Light 2 Stay Human + Surprise Backpack (worth over \$50).

b) The Cosplay category winners:

1st place: \$2500 + Collector's Edition of Dying Light 2 Stay Human + Surprise Crate (worth over \$300);
2nd place: \$1000 + Deluxe Edition of Dying Light 2 Stay Human + Surprise Box (worth over \$100);
3rd place: \$500 + Dying Light 2 Stay Human + Surprise Backpack (worth over \$50).

c) The Fan Art (Illustration) category winners:

1st place: \$2500 + Collector's Edition of Dying Light 2 Stay Human + Surprise Crate (worth over \$300);
2nd place: \$1000 + Deluxe Edition of Dying Light 2 Stay Human + Surprise Box (worth over \$100);
3rd place: \$500 + Dying Light 2 Stay Human + Surprise Backpack (worth over \$50)

All winners in each category will receive Dying Light: PLATINUM EDITION.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Techland. No cash or other prize substitution shall be permitted except at Techland's discretion.

ADDITIONAL REWARD:

Additionally, if your award-winning work will fit perfectly into the world of Dying Light 2 Stay Human, and speak the same language as the world of Dying Light 2 Stay Human you can become a true part of the story:

- a) the winning Writing (Urban Legend):** may be included in Urban Legends posted on Techland's official website, in particular animated with VO (Voice Over) format as a short movie based on this story;
- b) the winning Cosplay:** the best Cosplayer may be invited to a special Photoshoot and his / her Cosplay may be included in the Dying Light 2 Stay Human game (as a billboard / mural in The City); the best Cosplayers who will perfectly identify, also characteristically, with the world of Dying Light 2 Stay Human, may become an official Cosplayer at events attended by Techland, in particular as a member of the official Techland's crew during events;
- c) the winning Fan Art (Illustration):** may be placed and/or highlighted in the Dying Light 2 Stay Human game.

Please note, that the above additional rewards remain at Techland's sole discretion and may be granted only if your work is extraordinary and meets the Dying Light universe style. You accept, that Techland has no obligation to grant any (or all) of the above additional awards. To grant you the additional award it can also become necessary to first sign a separate agreement to determine the legal rules of how to use your entry (work) by Techland (especially regarding copyright issues). We will contact you in this scope.

Taxes due on the prize according to polish law will be covered by Techland. Techland is not obliged to cover any other national, federal, state, and/or local fees or taxes or fulfill other duties that do not arise from polish law. All national, federal, state, and/or local fees or taxes, shall be the sole responsibility of winner.

Techland will cover shipment expenses to deliver the prize to the winner. If Techland decides to award a Photoshoot (which is at the sole discretion of Techland), the winner of the Photoshoot will be informed of all details, including the place and date of the Photoshoot by Techland. Techland will pay the standard costs related to the participation of the winner in the Photoshoot,

including travel and accommodation costs, directly to the travel and accommodation and other providers chosen by Techland.

The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Techland to use winner's identification data, in particular name and surname, nickname for promotional and informational purposes, i.e. placing the information about the winner, its entry (and information included in it) and the category in which the winner won on social media channels (Facebook, Twitter, VK, Weibo) etc.) and on Techland's website.

- 8. Winner Selection and Notification:** The winners will be chosen by a jury assigned by Techland within 1 month of the Closing Date. The jury's decision is final. No correspondence will be entered into. The jury will be composed of Techland's employees, Techland's friends and associates, in particular:
- a) for choosing the Writing (Urban Legend) category winners:** Techland Senior Writer;
 - b) for choosing the Cosplay category winners:** (i) Character Artist, (ii) Lead 3D Character Artist, (iii) Lead 3D Weapon Artist;
 - c) for choosing the Fan Art (Illustration) category winners:** (i) Senior Graphic Designer, (ii) Lead Concept Artist, (iii) Senior Concept Artist.
 - d) to assess the compatibility of the entry in all categories with the Dying Light 2 Stay Human universe:** Dying Light 2 Stay Human Brand Manager.

The jury will select the winner based on criteria being solely at its discretion, including in particular creativeness, originality, ingenuity and other features of the entry that make it interesting and outstanding. Entries are assessed by the jury based on the above criteria. For the avoidance of doubt, this 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 (*in Polish: gra losowa*).

The winners will be notified by e-mail within 7 (seven) days following the selection of winners. Techland shall have no liability for winner's failure to receive notices due to spam, junk e-mail, or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. Each winner will have 5 (five) days from the time award notification was sent, to return to Techland a completed and executed declaration (template of this declaration will sent to the winner with the notification and its return to Techland shall be deemed as acceptance of the prize) and (i) provide the Techland with the necessary data, in particular: a postal address and other required information i.e. family name, first name, date of birth, place of birth, tax identification number, type of the identification number (identity document), country of issue of the identification number (identity document), country, city, postal code, street, bank account number, to which the prizes will be sent; (ii) and confirm the fulfillment of the rules mentioned in these terms and conditions of the Contest. If winner is unable to be contacted after reasonable attempts made by Techland or fails to timely return a completed declaration as required or fails to provide Techland with all required information the prize may be offered to the next best entry. Techland will deliver the prize to the winner within 30 days of receipt of the completed and executed declaration. The winner can apply for the prize within 30 days of receipt of the award notification.

Receipt of the prize offered in the Contest by the winner is conditioned upon compliance with these terms and conditions. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY WINNER (AT TECHLAND'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 9. Rights Granted by You:** By entering the Contest and providing the entry (work) / content (e.g., photo, text, movie etc.) you grant Techland a non-exclusive, perpetual, worldwide license to use your entry and all its elements, in all formats and in any medium of communication. You understand and agree that Techland, anyone acting on behalf of Techland, and Techland's successors shall have the right, where permitted by law, to print, publish, broadcast, distribute,

develop, store, make changes (derivatives works), create subsidiaries, sublicense, place in Techland's products (in particular place in the game Dying Light 2 Stay Human or in other Techland products based on Dying Light 2 Stay Human according to the possibility of using the works described in point 7 above) and other works created by Techland or on Techland behalf, and otherwise use, in particular, in any media now known in perpetuity and throughout the World (in particular on social media channels, e.g. Facebook, Twitter, VK, Weibo, etc. and on the Techland's website), without limitation, for any purposes, including for marketing purposes, your entry, without any further compensation.

The license is granted to Techland unlimited in time, however it may be terminated by you in writing (under pain of nullity) with a 10 years termination notice, effective on the 31st December of each year.

By entering this Contest, you represent and warrant with the intention that Techland may rely on such representation and warranty that (i) your entry is an original work of authorship; (ii) all personal and economic copyrights to the entry, are owned by you; (iii) your economic copyrights, referred above, are unlimited and to not harm any third party rights.

By entering this Contest, you undertake not to exercise your author's moral rights to the entry.

If your entry infringes upon the intellectual property right of another person or entity, you will be disqualified at the sole discretion of Techland. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Techland from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Techland may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

By entering this Contest you accept, that Techland shall not be obliged to exploit, distribute or use the entry in any other way (with no claim against Techland in this regard). By entering this Contest you accept, that Techland may publish the winning entries, in particular, on the Techland's website, social media, movie materials. You also accept, that Techland, even before the end of the Contest, may publish your entry, e.g. on Techland's social media.

Winners may be invited to take part in publicity activities other than specified in these terms and conditions (rules of such participation of the winner will be agreed separately).

Please remember that the entry (work) you have prepared, based on the Dying Light universe and other content to which Techland is entitled, can only be used for the purpose of entering the Contest, i.e. submitting the entry. Taking part in the Contest and preparing the entry does not mean, that Techland does authorize you in any way, including granting you a license, to use Techland's copyrights in any other way than prepare the entry and take part in the Contest.

- 10. Data protection:** By entering this Contest, you hereby acknowledge that any personal information provided by you with reference to the Contest entry will be used by Techland for the purpose of the Contest. Techland shall not sell, trade or rent your personal identification information to others. Techland respects your privacy rights, i.e. the right to access, correct and delete information about you or the right to limit processing only to certain operations. You may also ask us to transfer your data or tell us you do not want us to process it at all. Information concerning personal data processing is attached below.
- 11. Terms & Conditions:** Techland reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should any virus, bug, non-authorized human intervention, fraud, or other cause beyond Techland's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest.

Techland may amend these terms and conditions, in the event of important reasons, affecting the efficient conduct of the Contest. In the event of changes to the terms and conditions, Techland will make the consolidated text of terms and conditions available by publishing it on the Techland's

website. The amended terms and conditions will be effective 14 days after publication of the consolidated text on Techland's website.

Techland reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these terms and conditions. Techland has the right, in its sole discretion, to maintain the integrity of the Contest. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, Techland reserves the right to seek damages to the fullest extent permitted by law.

- 12. Limitation of Liability:** By entering the Contest, you agree to release and hold harmless Techland and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process; (v) electronic or human error in the administration of the processing of entries.

Techland will not cover and accepts no responsibility for any potential costs incurred by you in connection with entering the Contest, including preparing and submitting the entry and receiving the prize, unless expressly stated otherwise in these terms.

- 13. Disputes:** To the extent legally permissible, these terms and conditions shall be governed and construed by the laws of Poland and jurisdiction of Polish courts competent for the seat of Techland. By entering the Contest, you agree that any decisions of Techland, in particular regarding the entries and selecting the winner are final.

INFORMATION CONCERNING PERSONAL DATA PROCESSING

pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR")

1. The data controller of personal data is Techland S.A. with its seat in Ostrów Wielkopolski, address: ul. Żółkiewskiego 3, 63-400 Ostrów Wielkopolski, Poland, registered in the register of entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, IX Economic Division of the National Court Register under KRS number 0000889260, tax identification number (NIP): 6222468959, statistical number (REGON): 251546820, share capital: PLN 175,941,600 paid in full ("Techland").
2. Personal data received from contestants will be processed in order to conduct and adjudicate the contest and/or perform the obligations arising from the contest (Article 6(1) point b) of the GDPR) and include data received by Techland e.g.: identification data (e.g. name, surname, nickname, personal identification number), contact details (correspondence address, telephone number, email address, etc.), communication metadata (e.g. contact date) and its content. Providing data is voluntary, but it may be necessary to enter the contest.
3. In the event that processing is necessary for compliance with a legal obligation incumbent on Techland, for example when in accordance with tax or accounting regulations Techland is obliged to settle (in connection with the contest), the legal basis for processing is Article 6(1) point c) of the GDPR. In turn, when the purposes of processing result from Techland's legitimate interests, for example the need to establish, exercise, or defend legal claims, conducting correspondence, including marketing, conducting market or statistical analyses – the legal basis for processing is Article 6(1) point f) of the GDPR.
4. Only authorized employees, collaborators, or advisers (legal, tax, accountants, etc.) gain access to personal data. Techland, as well as third parties working with Techland, for example in the field of IT systems support and service, hosting etc. All of the above mentioned entities gain access to personal data only to the extent necessary. Techland may also be required to provide certain information, including the transfer of personal data, to public authorities for purposes of their proceedings.
5. Due to the fact that some of Techland's contractors may be based outside the European Economic Area (EEA), Techland provides appropriate safeguards for the security of personal data, including standard data protection clauses adopted by the European Commission and concludes data processing agreements that meet the requirements of the GDPR. In any such case, there is a right to obtain copies of safeguards used by Techland by contacting Techland, for example via e-mail.
6. Techland will process personal data for a period no longer than is necessary to achieve the specific purposes for which they are processed. As a rule, personal data collected for the purpose of conduct and adjudicate the contest are processed for the period necessary to perform the obligations arising from this contest, unless legal regulations, in particular accounting or tax regulations, obligate Techland to process personal data for a longer period and/or until the expiry of the period of limitation of any claims, which results from the generally applicable law – depending on which of the abovementioned periods is longer. The abovementioned periods of data processing may be subject to an appropriate and necessary extension in the case of claims and proceedings, for example court proceedings – for the duration of these proceedings and their settlement.
7. The person to whom the personal data relates has the right to access their data and the right to rectification, erasure ('right to be forgotten'), restriction of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, as well as the right to lodge a complaint with a supervisory authority (President of the Personal Data Protection Office).
8. The Data Protection Officer at Techland can be contacted at: gdpr@techland.pl.