

TERMS OF THE CONTEST

of May 15th 2023

(referred to as: “Terms”)

By submitting an entry (a map) you express your will to participate in the contest titled “Return 2 Harran” (referred to as: “Contest”) and you agree to be bound by these Terms.

1. Organizer and Platform:

Techland Spółka Akcyjna with its registered office in Wrocław, address: ul. Jana Szczurki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna, 6th Division of the National Court Register under KRS no. 0000889260, with a share capital of PLN 16.594.160,00 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820 (referred to throughout these Terms as “**Techland**” or “**Organizer**”).

The Contest’s platform provider is **mod.io Pty Ltd**, Suite 2, 681 Burke Road, Camberwell, Victoria, 3124 Australia, Australian Business Number (ABN): 30628999039 (referred to throughout these Terms as “**mod.io**”). The Contest is organized on the mod.io platform available here: <https://mod.io/>.

2. Contest Description and Specifications:

Use the Dying Light 2 Stay Human “Developer Tools” to create a fascinating custom map for Dying Light 2 Stay Human and win the cash prize presented below. The map will be reviewed by Techland in terms of creativity, excitement, and complexity. There are two maps categories as follows:

Return to Harran

Rebuild the map of the city that started it all. Mix assets from both games in the series to create your alternative take on the world, story, or overall vision of the original.

Prison Heist

Who could forget the classic DLC from the first Dying Light? 30-minute mission. New map. Small scope. Dense gameplay. Prove you can make a better rendition of the Prison Heist.

To successfully create and add your map you should have an active account on mod.io website/platform. Please remember that you need to fulfill all requirements, rules, and conditions applicable for the mod.io users – the most important one you can find here: <https://mod.io/terms>.

Techland makes no claims about the suitability of the above-mentioned Dying Light 2 Stay Human “Developer Tools” for any purpose whatsoever. The Dying Light 2 Stay Human “Developer Tools” is delivered “as is”, with no guarantees. Techland is not responsible for any interruptions or errors in the operation of the above-mentioned tool and the contestant by participating in the contest waives any claims in this regard, including in particular complaints or any monetary claims.

- 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, close business partner or family member of Techland or mod.io you are not eligible to enter the Contest.

Anybody who is subject to sanctions or restrictions established by Poland, Australia, the United States, the United Kingdom, the United Nations, the European Union or any other entity whose decisions may be binding or relevant to Techland and/or mod.io, is excluded from the Contest. Moreover, Techland reserves the right to exclude from the Contest any person whose participation could expose Techland and/or mod.io to any direct or indirect damage, especially legal or image damage. Persons mentioned in this paragraph shall not submit any Contest entry (map) or receive any prize. In case any excluded person will be awarded in the Contest, Techland may cancel all prizes granted to such a person any time, with no compensation.

Techland will provide any reasonable business effort to distribute the cash prizes within 30 days of the winners announcement date, however in the event of technical obstacles in the delivery of the prizes, Techland reserves the right to exclude the winner to whom the prize should be distributed in the first place and selection of the next best entry (map).

4. **Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Terms as well as by all applicable mod.io terms and conditions. You represent and warrant that you meet the eligibility requirements. You undertake that all the information which you provide in connection with this Contest shall be and shall remain complete and accurate in every respect. You undertake that each of your entry (map) 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 and/or mod.io as final and binding as it relates to the content of the Contest.
5. **Contest Period:** The Contest will be announced on Dying Light's Pilgrim Outpost website available here: <https://pilgrimoutpost.techlandgg.com/goodies/return2harran> on May 15th, 2023. From this date onwards these Terms are available on Dying Light's Pilgrim Outpost website. Entries (maps) will be accepted beginning from 16:00 CET, May 15th, 2023 (Starting Date), until 16:00 CET, July 14th, 2023 (Closing Date), with the reservation that Techland may extend the Closing Date for any reason at Techland's sole discretion. Any Contest entries (maps) received after the Closing Date may be disqualified. The winners shall be announced by July 21st, 2023.
6. **Entering rules:** To take part in the Contest you should add the entry (map) in at least one of the above-mentioned categories, yourself via the Dying Light 2 Stay Human "Developer Tools". The entry (map) must fulfill all Contest and technical requirements (including mod.io requirements specified on mod.io website: <https://mod.io/terms>), to be eligible to be considered in the Contest. Entries (maps) that are incomplete or do not adhere to the rules or specifications of Techland or mod.io may be disqualified at Techland and/or mod.io sole discretion, in particular if: (i) it violates the provisions of applicable law, these Terms of the Contest or mod.io terms and conditions; (ii) the entry (map) may be considered as discriminatory or offensive, illegal or infringing on third party's rights.

You may add any number of entries (maps) and in both above-mentioned categories, taking into account the provisions below.

In order for your entry (map) to be eligible for the cash prize, you should tag one (1) of your uploaded entries (maps) with the "Return to Harran" or "Prison Heist" tag (only the one, tagged map shall be considered). If none of your uploaded maps is marked as such, you shall not be considered for the cash prize.

Please note, that you may **not** use a map created and uploaded before – only totally new maps (created specifically for the Contest) and uploaded for the first time are eligible to take part in the Contest. If you use fraudulent methods or otherwise attempt to circumvent the rules, all of your submitted entries (maps) 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. **Prizes:** Techland will, provided the submitted entries (maps), based on the creativity, originality and gaming attractiveness in the sole judgment of a jury, select 6 winners of the Contest. Each

of 6 winners will receive USD \$5,000 less fees and taxes. The cash prizes are sponsored, and distributed by Techland.

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 the winner.

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

The prize is nontransferable. Acceptance of prize constitutes permission for Techland to use winner's identification data, in particular name and surname, and nickname, also for placing the information about the winner, its entry/map (and information included in it) in which the winner won on Pilgrim Outpost (and in line with its requirements/guidelines) and on Techland's social media.

- 8. Winner Selection and Notification:** The winners of the cash prize will be chosen by a jury assigned by Techland. 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.

The jury will select the winners of the cash prize based on criteria being solely at its discretion, including in particular creativeness, originality, gaming attractiveness, ingenuity and other features of the map that make it interesting and outstanding. Entries (maps) 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 of each of the prizes will be announced on July, 21st 2023 and notified via 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 the winner not receiving the message. Each winner will have 5 (five) days from the time award notification was sent, to send back information required by Techland. Each winner will have 5 (five) days from the time of receiving an e-mail message from Techland to return to Techland a completed and executed declaration (template of this declaration will be sent to the winner in the first e-mail message and its return to Techland shall be deemed as acceptance of the prize) and (i) provide 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), and additionally accurate payment details (back account number) for the cash prize (ii) and confirm the fulfillment of the rules mentioned in these Terms of the Contest. If the 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 (map). Cash prizes will be distributed by Techland to the winners within 30 days of receipt of the completed and executed declaration of each winner from Techland.

Receipt of the prize offered in the Contest by the winner is conditioned upon compliance with these Terms. ANY VIOLATION OF THESE TERMS AND CONDITIONS AND/OR mod.io TERMS AND CONDITIONS BY WINNER (AT TECHLAND'S AND/OR mod.io 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 (map), to the extent legally permissible (i.e. as far as not contradictory to applicable law) you grant Techland a non-exclusive, perpetual, worldwide license to use your entry (map) and all its elements. 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 to place in Techland products based on the Dying Light series) 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, without limitation, for any purposes, including for marketing purposes, your entry (map), 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 (map) is an original work of authorship; (ii) all personal and economic copyrights to the entry (map), 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 (map).

If your entry (map) infringes upon the intellectual property right of another person or entity, you will be disqualified at the sole discretion of Techland and/or mod.io. If the content of your entry (map) 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 and/or mod.io from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Techland and/or mod.io 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 (map) 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 (maps) on Pilgrim Outpost and on the Techland's social media.

Please remember that the entry (map) you have prepared, can only be used for the purpose of entering the Contest and also to the extent resulting from mod.io terms and conditions. **You especially accept that other mod.io users may download and use your map, in line with applicable mod.io terms and conditions, especially without any fees for you (Techland will not sale any maps).**

10. **Data protection:** By entering this Contest, you hereby acknowledge that any personal information provided by you with reference to the Contest entry (map) will be used by Techland for the purpose of the Contest, in line with Techland terms and conditions. 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. You also acknowledge that Techland may provide mod.io with personal information provided by you for the purpose of the Contest.
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, in the event of important reasons, affecting the efficient conduct of the Contest **or in case it's required by mod.io terms and conditions applicable to Techland or the Contest.** In the event of changes to the Terms, Techland will make the consolidated text of Terms available by publishing it on the Pilgrim Outpost. The amended Terms will be effective 14 days after publication on the Pilgrim Outpost.

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 or mod.io terms and conditions. Techland and/or mod.io have the right, in their 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 and/or mod.io reserve 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/or mod.io and their 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 receiving the prize, unless expressly stated otherwise in these Terms.

- 13. Disputes:** To the extent legally permissible (i.e. only in cases and issues not contradictory to applicable law or mod.io terms and conditions), these Terms 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 and mod.io, in particular regarding the entries (maps) and selecting the winner are final.

If any of these Terms are contradictory mod.io terms and conditions, in relation between mod.io and the contestants, mod.io terms and conditions shall prevail. If any of these Terms are contradictory mod.io terms and conditions, in relation between Techland and contestants, these Terms and the Polish law shall prevail.

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 Spółka Akcyjna with its registered office in Wrocław, address: ul. Jana Szczurki 11, 54-426 Wrocław, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna, 6th Division of the National Court Register under KRS no. 0000889260, with a share capital of PLN 16.594.160,00 (fully paid) and with Tax ID No. (NIP): 6222468959 and Statistical ID No. (REGON): 251546820, ("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), payment data (e.g. bank account number) 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.