

TERMS AND CONDITIONS

§1. ORGANISER AND AWARD PROMISSOR

1. The Organiser of the contest under the name of ‘**KROSNO Glass Design Contest**’, hereinafter referred to as the ‘Contest’, is Fastline Advertising Sp. z o. o. with its registered office in Warsaw, ul. Wita Stwosza 48, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under KRS [National Court Register] number: 0000545229, NIP [Tax Identification Number] 521360161 (hereinafter referred to as the ‘**Organiser**’) acting under the order of the Award Promissor.
2. The Award Promissor is KROSNO Glass S.A. with its registered office in Krosno at ul. Tysiąclecia 13, 38-400 Krosno, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under KRS number 0000725148, NIP 5252658150 (hereinafter referred to as the ‘**Award Promissor**’).
3. The contest is neither organised nor co-organised as well as it is not sponsored or supported by Facebook social networking service or its operator and it shall not be associated with Facebook or its operator in any manner.
4. Except for the provisions explicitly designated as mandatory in the territory of the place of residence of the Participant that, in the light of international law, are superior over the Polish law or except for the provisions of the state clearly pointed out in these Terms and Conditions, the Contest is subject only to the material and procedural law commonly governing in the Republic of Poland.
5. This Contest is not a lottery pursuant to the Gambling Act of 19 November 2009 (Journal of laws, No. 201, item 1540, as amended 5). The participation in this Contest is not dependent on the purchase of any product, lottery ticket or service, and the win is not associated with coincidence only.
6. Correspondence connected with the Contest and documents associated with it are drawn up in Polish or English language.

§2. DURATION, TERRITORY AND MANNER OF HOLDING THE CONTEST

1. The Contest is organised between 07.01.2019 to 22.03.2019.
2. Applications for the Contest are accepted exclusively in the territory of the Republic of Poland from 07.01.2019, from 16:00, to 22.03.2019 to 23:59 via the website: www.youngdesigners.krosno.com (hereinafter referred to as the ‘Website’).
3. The results of the Contest, in particular the announcement of the Winners of the Contest, will be published on the Website by 29.03.2019 r.
4. The Organiser is liable for holding and management of the Contest.
5. The Contest is held pursuant to these Terms and Conditions and the commonly governing provisions of the Polish law only, in particular the provisions of Articles 919 - 921 of the Act of 23 April 1964 Civil Code (consolidated text: Journal of laws of 2014, item 121, as amended), hereinafter referred to as ‘CC’.

§3. PARTICIPANTS

1. The Participants and the Winners of the Award can be individual natural persons. The Participants can be only adult natural persons residing in the territory of the European Union member states and having full capacity to perform acts in law pursuant to the provisions of the country of residence (hereinafter referred to as the **'Participants'**) that visit the Website and apply properly for the Contest described in § 4 section 7 of the Terms and Conditions;
2. The Participants of the Contest can be only students and graduates of the universities, the registered office of which is located in the territory of the country that is a EU member state, of artistic majors, in particular architecture and fine arts as well as of technical majors, in particular materials engineering, production engineering and IT majors. In case of any doubts, the assessment whether the participant is a student or graduated from a university shall be provided pursuant to the law of the country in which a given university is located.
3. The employees and subcontractors of the Organiser and Award Promissor as well as their family members cannot take part in the Contest. 'Family members' include: ascendants, descendants, siblings, spouses, spouses' parents and persons remaining in the adoptive relation. The subcontractors of the Organiser and the Award Promissor directly involved in the preparation and pursuance of the Contest cannot take part in the Contest.
4. The works that were previously submitted to or awarded in other contests cannot be submitted to this Contest.
5. The Winners of the Contest - hereinafter referred to as the **'Winners'**, are the Participants indicated in § 6 section 2.

§4. GENERAL PRINCIPLES

1. The aim of the Contest is to perform the work in the form of an artwork project in the category

AROUND THE TABLE – make your life more beautiful

Table is a place where persons who are close to one another meet. They share food but, primarily, they share all emotions, moods, memories and plans for the future. Due to this fact, we want to create a table that would form a space for conversation. In order to achieve this, extraordinary dishes are necessary. We expect extraordinary designs of dishes that would transform a regular meal into an exceptional time.

The aim of the contest is to express personal artistic aspirations in the most iconic category of utility glassware under the brand of Krosno. This category includes glasses for all beverages, starting from red and white wines through all types of sparkling wines, cocktails, heavy drinks, juices and beverages.

2. The Participant is to design the product of a utility glassware category, taking into consideration the technical parameters provided below:

Maximum goblet or rim diameter - 120 mm

Glass height from 12 to 270 mm

Stem height from 15 to 150 mm

Maximum foot diameter 90 mm

Recommended rim - highest diameter ratio > 0.6

Maximum foot thickness 13 mm

Rim wall thickness depends on glass capacity and height from 0.7 to 1.2 mm

Diameters tolerances +-1 mm

The product cannot be nonrotating.

The product cannot be made of colour glass.

All products can be freely decorated by means of spraying, silk-screen printing, gilding, grinding

2. Contest works shall be submitted in sizes and forms specified in §5 section 2 and section 3 of the Terms and Conditions.
3. The Contests aims to choose the best works pursuant to the procedure described in §6 of the Terms and Conditions. In the assessment of works, the following aspects will be taken into consideration:
 1. Compliance with the topic of the Contest specified in section 1 above and the tasks assigned that are referred to in section 2,
 2. Creativity and innovation of the design,
 3. Ingenuity and originality of topic presentation,
 4. Aesthetic sensitivity and value of the design.
4. The Participant submits its contest work by means of the form available on the Website (hereinafter referred to as the **'Form'**).
5. The Participant can submit more than one contest work, however – regardless of the number of submitted works, one Participant can be the Winner of one award only.
6. In order to take part in the Contest, the Participant must perform the following activities by means of the form:
 1. provide title and description of the contest work specified in section 1,
 2. send contest work compliant with the topic specified in section 1,
 3. provide its e-mail address,
 4. provide its name and surname,
 5. provide its contact phone number,
 6. provide the name of the city/town/village of its residence,
 7. provide the university name and the major the Participant graduated from or the university name and the major the Participant studies (in such a case, please specify the year of studies),
 8. attach the portfolio of Participant's works in PDF format - not bigger than 6 MB,
 9. accept the fields required in the Form (consent for personal data processing, acceptance of Terms and Conditions, submittal of declaration that the participant is the only author of the contest work),
 10. answer how the Participant learned about the Contest,
 11. choose the language for communication with the Organiser and the language of documents, either Polish or English, and submit the declaration that the language proficiency of the chosen communication language will allow the Participant to fully understand the content of these Terms and Conditions, the communication associated with the Contest and the content of other documents associated with the Contest.
7. The provision of (i) false or (ii) incomplete data specified above or the failure to provide it by the applicant, as a result of which difficulties in Participant identification process occurred or the communication between the Organiser and the Participant was impossible, results in exclusion of the Participant from the Contest.
8. The principles of communication of the Organiser with the Participants:

1. upon sending the application, the participant receives the confirmation that its work was submitted to the address provided in the Form.
 2. the Contest work is verified by the Organiser in the scope of compliance with the Terms and Conditions,
 3. if work is accepted by the Organiser, the Participant receives the notification concerning the qualification of the work for the Contest.
 4. if the work is rejected by the Organiser as a non-compliant with the Terms and Conditions, the relevant notification will be sent to the Participant.
9. The Organiser reserves the right to exclude from the Contest works that are non-compliant with the Terms and Conditions as well as works that do not fulfil substantive requirements included in the particular points of the Terms and Conditions or are not associated with the topic and the aim of the Contest.
10. It is agreed that submittal of the application for the Contest takes place in the territory of the Republic of Poland.
11. The Organiser does not return the works submitted to the Contest to the Participants.

§5. CONTEST WORKS AND COPYRIGHTS

1. The Participant submits its contest work on the Website pursuant to § 4 section 7 above.
2. The design - contest work - shall be prepared in the following form:
 1. graphic art (including photography) - maximum 4 files up to 10 MB each - in JPG, GIF, BMP, TIFF, PNG format,
 2. maximum size (suggested) up to A2 level (594×420 mm), 72 DPI (i.e. 1684×1191 px), RGB colour space.
3. The contest works are submitted by means of the Form only. Contest works submitted by means of other manners (e.g. letter, e-mail) will not take part in the Contest.
4. The work cannot include personal data of the Participant or any third person as well as any trademark or constitute the information, advertisement or promotion of any other entity than the Award Promissor.
5. The Participant declares that its work was not and will be not submitted during this Contest to any other contest. In case of any breach of this declaration, the provision §4 section 10 shall be applicable in a relevant manner.
6. The Participant guarantees that it is the only author of the contest work and it is not one of the persons specified in § 3 section 3 of the Terms and Conditions as well as it declares that the contest work does not breach personal rights and other rights, in particular copyrights and similar rights and industrial property rights as well as does not include the elements that may be perceived as vulgar, immoral, non-compliant with good practices or the elements which promote alcohol, drugs, violence or other unlawful behaviour as well as the elements that may breach the commonly accepted social norms, in particular those that offend the religious feelings or are discriminative, etc. In case of any breach of this declaration, the provision §4 section 10 shall be applicable in a relevant manner.
7. In case when the contest work submitted by the Participant to the Contest constitutes a piece under the Polish Act of 4 February 1994 on copyright and related rights (consolidated text Journal of laws of 2006 no. 90 item 631 as amended), hereinafter referred to as the 'pr. aut.', the Participant declares that as an exclusive author it is entitled to remain the proprietary copyrights to the contest work in the scope necessary

to grant a licence and to transfer proprietary copyrights pursuant to section 10 and the subsequent below.

8. If an image of a person was recorded in the contest work, the Participant hereby declares that it possesses the written consent of the person whose image was recorded in the contest work for the dissemination of the image of such a person by the Organiser and Award Promissor in the scope of contest work in time not restricted by:
 1. dissemination of image for purposes associated with the Contest and its promotion, including websites of the selected Internet services, in particular in on the Website;
 2. dissemination of image in the potentially created models or project layouts submitted to the Contest.
 3. use of image in advertisement and promotion of Award Promissor, in particular in newspaper, radio, internet, billboard, outdoor, adpol advertisements, commercials and advertisement and promotional gadgets.
9. The Organiser may demand to serve it the copy or the original declaration concerning the consent for image dissemination that is referred to in section 8 above within the term determined there but not shorter than a week which constitutes the condition of the further participation in the Contest or obtaining the award pursuant to the Terms and Conditions.
10. Upon informing about the fact of winning, i.e. upon publishing the list of Winners on the Website, pursuant to this Terms and Conditions the Winner of the Contest grants a non-exclusive and free of charge licence to the contest work without territorial restrictions to the Award Promissor along with the right to sub-licence and derivative rights with the right that allows to exercise derivative right in the scope of the fields of use specified below until the conclusion of the written agreement on proprietary copyrights transfer. The ownership of the medium on which the work is recorded passes to the Founder of Awards with the same moment. Within the term of 7 days from the day of Award Promissor's notice, the Winner is obliged to conclude with the Award Promissor, due to the fact of granting the award, pursuant to Art. 921 §3 k.c., a written free of charge agreement transferring all proprietary copyrights to the contest work of the Participant being the Winner to the Award Promissor in the scope of every field of use known in the moment of granting the award with no time and territorial restrictions, in particular:
 1. in the scope of recording and multiplying the contest work by means of any technique, including printing technique, reprography, magnetic recording and digital technique
 2. in the scope of trade concerning the original contest work and its copies on which it was recorded - placing on the market, borrowing or leasing the original or the copies,
 3. in the scope of disseminating the contest work in the manner other than described in point 1) or 2) - public performance, exposure, display, play, making available public in a manner so as everyone could have access to it in a place and time chosen by an individual, TV terrestrial transmission, including satellite, reemission, dissemination in newspaper, Internet, on large-format posters as well as by means of any other forms of communication, promotion, advertisement, designation and product manufacturing.
 4. use for the purposes of conducting promotion and advertisement by Award Promissor, including newspaper advertisement, commercials, cinema advertisement, external and Internet advertisement on any websites and domains

- and mobile services, in promotional and advertising materials and gadgets and other forms of promotion in the scope of all fields of use specified in this section,
5. exercise and permit to exercise derivative copyrights in the scope of all fields of use specified in this section (disposing, exercising, using derivative rights / from compilations along with the right to grant such permission to the third persons),
 6. in the scope of registration in The Patent Office in the form of a trademark and utility model,
 7. in the scope of producing in compliance with the contest work which constitutes the layout project and subsequently in the scope of using such copies in all fields of use specified in this section
 8. as well as using such copies in the scope of designating an enterprise, the characteristic symbol of the enterprise, its part or a commodity or a service.
11. In the proprietary copyrights transfer agreement the Winner of the Contest guarantees the transfer of derivative right to contest work to the Award Promissor, including the right to dispose and use the compilations of the contest work in any manner, in whole and in part in the scope of the fields of use specified in the aforementioned section along with the right that allows to dispose of and use such a compilation with no necessity to provide name and surname of the author as well as the title of the work. The Winner guarantees that: (i) it does not retain the right to allow for exercise derivative copyright to contest work (ii) will not exercise its personal copyrights towards the Award Promissor, in particular in the scope of supervision and authorisation of the Award Promissor to exercise the personal copyrights on its behalf.
 12. In the proprietary copyrights transfer agreement, the Parties declare that along with the transfer of proprietary copyrights to contest works of the Winners, the Organiser acquires the ownership of their copies if they refer to the awarded projects.
 13. The Participant expresses consent for use of the submitted contest works to the Contest (in any form, including texts/descriptions, photographs) by the Organiser and Award Promissor for the purpose of the Contest in the field of use that are referred to in section 10, in particular on the Website, displaying and duplication of the work in any technique on the basis of the free of charge non-exclusive licence for the duration of the Contest in the fields of use specified in section 10 of this paragraph. The Participant expresses consent for dissemination of the contest works published on the Website without designating it with the name and surname of the Participant.
 14. The Organiser has right to reduce/compress the graphics and photographs submitted by the Participant in the scope of contest work without prior information.

§ 6. SELECTION OF AWARDED WORKS

1. Contest works will be assessed by Contest Jury (contest committee) in the following composition: Karim Rashid – Honorary Chairman of Jury, Jan Kocharński, Paweł Szymański, Mariusz Miękoś hereinafter referred to as the '**Jury**'. Composition of the Jury may be changed. The Participant will be informed about this fact by means of an announcement on the Website.
2. Subject to section 3 below, the Jury will select 3 (three) Winners of the Contest in the following categories during the sessions:
 1. The Winner of 1st Prize in the category AROUND THE TABLE;
 2. The Winner of 2nd Prize in the category AROUND THE TABLE;
 3. The Winner of 3rd Prize in the category AROUND THE TABLE;
3. Additionally, Jury may also grant the GRAND PRIX title to one of the awarded works.

4. Additionally, Jury may grant special distinctions to works other than the works of the Winners.
5. Additionally, the Organiser may grant distinction to any work submitted to the Contest in the form of public presentation during the special post-contest exhibition.
6. Upon selecting the Winners by the Jury, the Organiser has right to ask the authors of the works submitted to the contest to introduce the necessary changes for the purpose of their public presentation and the Participant is obliged to introduce them immediately, not later than within the term specified by the Organiser, unless there are significant reasons resulting from artistic concept of the works submitted to the contest that interfere with that request.
7. The Organiser and the Jury reserve the right not to grant the 1st Prizes in the particular categories (section 2 point 1) - 3) and the GRAND PRIX title as well as distinctions if there is no contest work that, in the assessment of the Jury, fulfils the criteria specified in section 9.
8. The protocol that is drawn up on the Jury session includes the number of Jury members present on the meeting as well as the information about the works that were granted an award or distinction by the Jury. The protocol shall be signed by all Jury members and kept in the registered office of the Award Promissor.
9. The assessment of the awarded works, the Jury will be based on the discretion taking into account the criteria such as creativity, sensitivity, ingenuity, and originality as well as the aspect of compliance with the topic of the Contest and the assigned tasks.
10. Taking into consideration the criteria specified in section 9 above, the Jury will select three the best works from all the submitted works the authors of which will be the Winners of 1st, 2nd and 3rd prizes. The decision of the Jury is final.
11. If during the selection of the best works the Jury will vote in the 50:50 ratio or if there will be no possibility to make a mutual decision regarding the choice of the Winners, the final decision belongs to the Honorary Chairman of Jury.
12. The results of the contest - Jury selection - will be announced on the Website by: 25.03.2019 by publishing the list of the Winners as well as the selection of graphics of the project submitted by them.

§7 AWARDS AND THEIR GRANTING

1. The awards in the Contest are financed by the Award Promissor.
2. The awards in the Contest are:
 1. for the Winner specified in § 6 section 2 point 1) - First prize in the category AROUND THE TABLE: 1 (say: one) award consists of:
 1. pecuniary prize in the amount of PLN 7500 that would be reduced by the income tax from the awards in contests pursuant to the applicable tax law in the country of the Winner.
 2. trip to Milan to visit Salone del Mobile 2019 - the Winner will be granted a one-day entry ticket to Salone del Mobile trade fair (the Organiser reserves the right to specify the day of the trade fair). The Organiser provides the accommodation and airline tickets on the route: the Winner's country (departure from the city chosen by the Organiser in agreement with the Winner, in case of no agreement the Organiser decides) - Milan and Milan - the Winner's country (arrival to the city chosen by the Organiser in agreement with the Winner, in case of no agreement the Organiser decides).

3. manufacturing of Winner's collection by the Award Promissor within the term specified by it, no longer than a year from the date of announcing the results of the Contest and fulfilling all terms and conditions by the Winner.
 2. for the Winner specified in § 6 section 2 point 2) - Second prize in the category AROUND THE TABLE: 1 (say: one) award consists of:
 1. pecuniary prize in the amount of PLN 5000 that would be reduced by the income tax from the awards in contests pursuant to the applicable tax law in the country of the Winner.
 2. trip to Milan to visit Salone del Mobile 2019 - the Winner will be granted a one-day entry ticket to Salone del Mobile trade fair (the Organiser reserves the right to specify the day of the trade fair). The Organiser provides the accommodation and airline tickets on the route: the Winner's country (departure from the city chosen by the Organiser in agreement with the Winner, in case of no agreement the Organiser decides) - Milan and Milan - the Winner's country (arrival to the city chosen by the Organiser in agreement with the Winner, in case of no agreement the Organiser decides).
 3. for the Winner specified in § 6 section 2 point 3) - Third prize in the category AROUND THE TABLE: 1 (say: one) award consists of:
 1. pecuniary prize in the amount of PLN 3000 that would be reduced by the income tax from the awards in contests pursuant to the applicable tax law in the country of the Winner.
 2. trip to Milan to visit Salone del Mobile 2019 - the Winner will be granted a one-day entry ticket to Salone del Mobile trade fair (the Organiser reserves the right to specify the day of the trade fair). The Organiser provides the accommodation and airline tickets on the route: the Winner's country (departure from the city chosen by the Organiser in agreement with the Winner, in case of no agreement the Organiser decides) - Milan and Milan - the Winner's country (arrival to the city chosen by the Organiser in agreement with the Winner, in case of no agreement the Organiser decides).
3. Moreover, the GRAND PRIX Winner will be granted an additional pecuniary prize in the amount of PLN 3000 that would be reduced by the income tax from the awards in contests pursuant to the applicable tax law in the country of the Winner.
4. To the e-mail, provided by the Winner in the Form, the Organiser will send the project of the contest work proprietary copyrights transfer agreement that is referred in §5 section 10 and subsequent of the Terms and Conditions. The Winner is obliged to: (i) print the agreement in two copies, (ii) fill in the data, (iii) sign two copies of the agreement, (iv) send two signed agreement copies to the address specified in the agreement to the Award Promissor by courier mail or registered letter and (v) notify the Organiser with e-mail from the account specified in the Form on sending two copies of the agreement by means of the registered letter along with the provision of the courier consignment number or registered letter number as well as the data of the enterprise responsible for the consignment and the bank account number to which the pecuniary prize shall be transferred within 7 days upon sending the project of the agreement. The

Award Promissor shall sign the agreement copies received from the Winner and send back one of them with the signatures of the two Parties to the Winner.

5. If within 7 calendar days upon sending the notification the Winner does not perform all activities referred to in section 4, the Organiser shall send an e-mail to the Winner in which it shall specify the additional 14-day term to perform the additional activities. If the Winner does not respect the additional term, it shall lose the right for an award. In such a situation the Organiser and the Award Promissor reserve the right to transfer the award to a person whose work took the next place in the assessment of the Jury.
6. The awards shall be granted to the Winners upon performing all activities within a given term pursuant to the provisions of the sections 4 and 5 above. Pecuniary prizes shall be transferred to the bank account specified by the Participant pursuant to the section 4 not later than 30 days upon the announcement of the results of the Contest. The Participant bears the risk of providing a wrong bank account number or the unauthorised use of e-mail account specified in the Form. The remaining awards shall be pursued in compliance with the provisions of the Terms and Conditions and in case of their lack pursuant to the agreements between the Award Promissor and the Winner.
7. All fiscal obligations associated with winning the Contest and transferring the Award shall be borne by the Winner, unless pursuant to the provisions of law applicable for the Organiser, it has the duty to collect and settle that tax. The Award values specified in Terms and Conditions are before tax.

§8. PERSONAL DATA

1. By filling in the Form and taking part in the Contest, the Participants express their consent for processing the provided personal data by the Organiser and the Award Promissor for the purposes associated with the Contest, including the selection and announcement of the Winners, granting awards, release, collection and settlement of awards. The provision of data required for this purpose pursuant to the Terms and Conditions is voluntary but necessary to take part in the Contest and collect the award. The consent can be revoked at any time. It will be equivalent to the resignation from participating in the Contest and from the right to collect the granted award.
2. Personal data gathered for the purpose of conducting the Contest shall be processed pursuant to the provisions of the 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) (OJ L No. 119, p. 1) (hereinafter referred to as the 'GDPR') and the Polish provisions of law.
3. The Controller of personal data of the Participants of the Contest is the Award Promissor.
4. In the scope of the Contest the personal data of the Participants specified in §4 section 7 of the Terms and Conditions will be processed. The personal data of the Participants shall be processed only on the basis of the consent of a person making its personal data available.
5. The Participant has right to request the access to its personal data from the Award Promissor and to receive their copy or rectify and erase them as well as restrict their processing and submit an objection against the processing of personal data and the right to withdraw the consent for their processing as well as the right to transfer data.

6. Personal data of the Participant shall not be transferred to the third country and the international organisations.
7. During processing of Participant personal data, no automated decision or automated decision-based profiling of the provided personal data shall occur.
8. By ticking the proper checkbox located on the Website in the Form and filling in this Form, the Participant declares that it expresses the consent for processing its personal data by the Awards Promissor and the Organiser pursuant to the aforementioned provisions of law and in the scope specified in this paragraph.
9. The Participant is not entitled to provide the personal data of the third persons and shall ensure that it provides only its own personal data.
10. Personal data shall be transferred by the Award Promissor to the following personal data recipients:
 - to the Organiser in order to organise the Contest and prepare newspaper information, organise the conference, coordinate the internal communication.
 - to the Organiser in order to manage the Website,
11. The Participant is obliged to inform the Award Promissor on every change in the scope of its personal data made available to it.
12. Personal data of the Participant shall be processed during the period necessary for the pursuance of the Contest and shall be subsequently erased immediately, except for the case when the potential claims are pursued. Personal data of the Participant shall be processed by the Award Promissor until the expiration of limitation period of concerning the claims of the Participant of the Award Promissor.
13. In case of inquiries regarding the processing of the personal data, please contact the Award Promissor by means of e-mail: kontakt@youngdesigners.eu
14. The Participant has right to lodge a complaint with the relevant supervisory body, when the processing of its personal data breaches the law.

§ 9. COMPLAINT PROCEEDINGS

1. The complaints of the Participants associated with the Contest can be lodged in writing by the Participants to the address of the Organiser or by means of an e-mail to the following e-mail address of the Organiser: kontakt@youngdesigners.eu within 30 days from the day of publishing the results of the Contest on the Website.
2. Complaints should include: name, surname, e-mail address, precise correspondence address of the Participant as well as the precise description and indication of the complaint reason.
3. Within 30 days from receiving a complaint, the Organiser shall consider the lodged complaint and inform the complainant on the agreed stance in writing or by means of an e-mail - depending on the manner of lodging a complaint.

§ 10. INDEMNIFICATION OF FACEBOOK

The Award Promissor and the Organiser shall indemnify Facebook social networking service as well as its operator from any liability for any claims, in particular claims of the Participants associated with the Contest. The Participant shall provide all inquiries, comments, and complaints as well as any claims associated with the Contests directly to the Organiser but in any case not to Facebook or its operator.

§ 11. FINAL PROVISIONS

1. The Organiser reserves the right to introduce changes in these Terms and Conditions that do not breach the basic principles of the Contest in any moment of duration of the Contest. The Organiser shall inform the Participants on the changes on the Website and to the e-mail address provided in the Form by the Participants. The change comes into force on the date of its announcement on the Website. The changes in these Terms and Conditions shall not breach the rights acquired by the Participants.
2. Upon becoming a participant of the Contest, the Participant declares that it bears full liability for the potential breach of intellectual property rights, personal rights and third party personal data that was included in the Form and/or contest work. In case of any disputes in the scope of the aforementioned third party rights, the Participant indemnify the Organiser from any liability and declares that it bears full liability for damages associated with breaching of third persons' rights.
3. The Organiser, the Award Promissor and other entities by means of which the Contest is performed do not bear liability for providing the data and declarations that are non-compliant with the actual condition, for legal defects of contest works, for breaching the rights of third persons by the Participant as well as for the technical problems of the Participant associated with the impossibility to participate and attend in the Contest.
4. Any disputes and claims associated with the Contest shall be resolved by the Polish common court competent for the seat of the Organiser with the application of Polish material and procedural law.
5. In all matters not governed by these Terms and Conditions, the provisions of the commonly governing Polish law shall apply.
6. The Terms and Conditions enter into force on the date of commencement of the Contest. It is available in the registered office of the Organiser as well as on the Website under the following address: www.youngdesigners.krosno.com.