

# The regulations of the online game “Euro 2024”

## § 1 General provisions

1. The organiser of the Game is Tolino Sp. z o.o. with its registered office at ul. Oswobodzenia 1 (40-403 Katowice) entered in the Register of Entrepreneurs of the National Court Register by the District Court of Katowice-Wschódin Katowice, 8th Commercial Division of the National Court Register under the number 0000439303, NIP [Tax Identification Number]: 9542738712, REGON [National Business Registry Number] 243009145 (hereafter: **Organiser** or **Tolino**).
2. This Regulation specifies the terms and rules under which the Game takes place, in particular, it determines the conditions of participation in the Game, the rights and obligations of the Organiser, and the rights and obligations of the Participants of the Game.
3. The game is organised under the name "Euro 2024" and is hereinafter referred to as "**Game**".
4. The game consists of predicting the results of football matches (on: **Match** or **Meeting**), which are played in the real world in the top European leagues during the European Football Championship, i.e. Euro 2024.
5. The Organiser conducts the Game, via the Platform at the following webaddress: <https://euro.tolino.pl/> (hereinafter: **Platform**). Participation in the Game is free of charge and voluntary.
6. The Game takes place in the Republic of Poland and starts on 14.06.2024 at 00:01 and ends on 14.07.2024 at 23:59 or continues until:
  - a) the end of the Final in Berlin,
  - b) service <https://euro.tolino.pl/> will be switched off,
  - c) the Participant's account will be deleted.
7. The Game is not a game of chance, a prize draw, a betting game, a promotional lottery, a game whose outcome depends on chance, or any other game as defined in the Act of 19 November 2009 on gambling. (Journal of Laws of 30 November 2009).
8. The Game is for entertainment purposes only and should not be used for betting between participants in the Play.
9. The Organiser has not provided any prizes in the Game.

## § 2 Participants in the Game

1. The Game is intended for users of the Platform <https://euro.tolino.pl/>
2. Any natural person who meets all of the following conditions may participate in the Game:
  - a) is a person of full legal age, having full capacity to perform legal acts, having his/her place of residence and living in the territory of the Republic of Poland,
  - b) has fully completed the registration form on the website <https://euro.tolino.pl/>. (Hereinafter: **Registration Form**) and has accepted the Regulations of these Regulations.
  - c) has consented to the processing of the personal data provided in the Registration Form by Tolino Sp. z o. o. with its registered office in Katowice, ul. Oswobodzenia 1, 40-403 Katowice in order to enable participation in the "Euro 2024" Play, its organisation, conduct and adjudication in accordance with the Regulations,
  - d) has agreed to receive commercial information electronically (to the email address provided in the application form), in accordance with the provisions of the Act of 18 July 2002. "on the provision of services by electronic means" (Journal of Laws No. 144, item 1204 as amended).
3. The same person is excluded from participating in the Play if he/she uses more than one account created on the Platform, regardless of whether more than one account he/she uses was created by and on behalf of that person or if he/she uses an account belonging to another person.
4. By accepting the Regulations of the Game, the person registering for the Game agrees to abide by all of its provisions, as well as confirming that he/she meets all the conditions entitling him/her to participate in the Game.
5. The Participant shares his/her picks with other Participants in the Game belonging to the same League.
6. The Organiser reserves the right to disqualify a Participant in the event that the Participant is found to be in breach of the Regulations of the Game, including if the Organiser finds that the Participant in question has more than one account within the same League.
7. The Participant declares that he/she understands and accepts that the Avatar voluntarily added in the Registration Form should meet the following conditions:
  - a) should be the result of the Participant's personal creativity,

- b) may not contain trademarks, advertising or promotional content of any third party,
  - c) may not infringe the rights of third parties, including in particular copyright, industrial property rights, rights of publicity and personal rights of third parties.
8. Entries in the Registration Form that are filled out incorrectly, illegible, in the wrong format and size, in particular Avatars, containing content that violates public decency, is against the law, of a religious nature, incites xenophobia, hatred, violence, vulgar, depicting pornographic content, harming animals or otherwise violating the provisions of the Regulations are invalid and Participants will not take part in the Game. The Participant will be notified of the Organiser's decision by an email sent to the address provided at registration. The Organiser's decision to exclude a Participant is final.

### §3 Rules of the Game

1. The Game consists of typing the results of Euro 2024, by predicting the winner and the exact result of each of the Matches.
2. The participant types the way the Meetings will end on the basis of entering the exact goal score in regular time - after 90 minutes.
3. During the Euro 2024 sporting event, the Participant will not be able to predict the goal score of individual team players.
4. Once the Participant has made his/her choice of predicted outcome for a particular Play Meeting, the Participant has the option to withdraw or change the predicted outcome. However, when a Match is scheduled to start, this selection is automatically blocked until the result of that event occurs in real time
5. A Participant may choose to complete only one Meeting at a time on the Platform. After the end of the respective Meeting in real time, once the automatic lock referred to in § 3.4 has been removed, the Participant may only choose how to end the next Meeting on the Platform that has not yet started in real time.

6. The User decides for himself/herself which Platform Meetings he/she wishes to terminate. The participant is therefore not obliged to systematically participate in the Game.
7. In the event that the Meeting in question is not completed for any reason, so that the manner of its completion is not known in reality, the Platform Meeting in question is cancelled. Participants who have taken part in the prediction will retain the number of points they have accumulated so far in the Game.
8. The Participant will be awarded points for correctly predicting the results of the Matches according to the following scale:
  - a) correctly predicted goal score 6 points,
  - b) correctly predicted goal difference (only if the winner is predicted correctly) - 3 points (e.g. Participant's type 3:0, and the result of the Match 5:2),
  - c) correct prediction of the winner - 1 point (e.g. type 3:0 and result 2:1).
9. Points for a given Match do not add up, a participant can receive 6, 3 or 1 point.
10. The participant receives the points no later than the following day after which the selected Match ended.
11. A ranking of the Participants with the highest number of points is created within the Game. The name of the Participant, specified at registration as 'Nick', is given in the ranking.
12. By entering the Game, the Participant agrees to share the results with other Participants in the ranking.
13. The winner of the League Game is the Participant who has obtained the most points throughout the duration of the Game.
14. Participation in the Game does not entail the possibility of winning anything. No prizes of any kind, whether in cash or in kind, are awarded as part of the Game or during the course of the Game.

#### §4 Technical requirements

1. In order to take part in the Game, it is necessary to:
  - a) an ICT data communication device [computer, smartphone, tablet] that has access to the Internet,
  - b) the web browser on the device in question, with Google Chrome recommended,
  - c) the creation of an account by the Participant on the Platform.

2. The Organiser is not responsible for the unavailability of the Game due to data transmission problems, nor does it guarantee that the web pages will be free of interruptions or errors.
3. The organiser is not responsible for any loss of data or damage during transmission. Additionally, the Organiser shall not be liable for technical errors, defects, delays or failures of any kind, including, but not limited to, faults, interruptions or disconnections in communication lines, internet or website access, hardware or software; digital or electronic interference, e.g. viruses; unauthorised human intervention, e.g. hacking.
4. The Organiser shall not be held responsible for any delays or any obstacles to communication with the Participants in the Game resulting from causes beyond its control, in particular those resulting from a lack of technical adaptation of the equipment.

## §5 Copyright

1. By completing the Registration Form, the Participant declares that the graphic added by him/her serves to virtually express his/her character by selecting and uploading a graphic figure, e.g. a figurine, a human image, an animal figure, a fantasy creature or any photograph or icon (hereinafter: **Avatar**) was made by him personally, does not constitute an elaboration of someone else's work and he has full economic rights to it, and that he may dispose of the copyright in the work to the extent necessary for the use of the Avatar in the Registration Form and its presentation in the rankings.
2. The participant declares that:
  - a) his/her moral and proprietary rights to Avatar and are in no way limited or encumbered by the rights of third parties and that Avatar does not infringe the rights of third parties,
  - b) has the exclusive right to authorise the disposal and use of the Avatar development.
3. In the event that a third party makes a claim against the Play Organiser as a result of the infringement of its rights, the Game Participant shall be obliged to settle such claims and indemnify Organiser against any obligation to provide benefits in this respect.
4. In the event that third parties assert claims arising from the above against the Organiser in court, the Participant shall

The entertainer will be obliged to join the Entertainer in the process and take all steps to have the entertainer dismissed from the case.

## §6 Personal data

1. The administrator of the personal data obtained as a result of the Game, is Tolino Sp. z o.o. with its seat in Katowice at ul. Oswobodzenia 1( 40-403 Katowice).
2. Personal data is processed solely for the purpose of running the Game, including accepting types of Participant and processing any complaints.
3. Personal data is processed in connection with the Participant's participation in the Game, based on Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) - Official Journal of the European Union. L. No. 119 of 2016.
4. Each Participant has the right to inspect his/her data, to correct it, to request deletion, to request restriction of processing, to request portability of the personal data provided and to request that the processing of the personal data provided be discontinued or to withdraw consent to its processing at any time. A declaration of the Participant's wish to exercise his or her rights may be submitted in writing to the Organiser, Tolino Sp. z o.o., with its registered office in Katowice at ul. Oswobodzenia 1 (40-403Katowice) or by e-mail to: dane@tolino.pl
5. The Participant has the right to lodge a complaint with the supervisory authority competent for the protection of personal data if the Participant considers that his/her personal data is being processed in breach of the regulations or the Organiser has not complied with the request concerning personal data set out in §6 point. 4 of the Regulations.
6. The Participant's personal data will not be passed on by the administrator to other entities.
7. Participants' personal data will only be stored until the expiry of the time for any claims by Participants that are related to participation in the Game, i.e. until 31.08. 2024. After the aforementioned date, all personal data of the Participant will be deleted.

8. Participants' personal data will not be processed in an automated manner, nor will it be profiled in any way or used for marketing messages unrelated to participation in the Game.
9. The provision of data is voluntary, however it is a prerequisite for participation in the Game.

## §7 Complaint procedure

1. Complaints regarding the conduct of the Game, may be made electronically to the Organiser's address :kontakt@tolino.pl
2. The complaint should contain the exact details of the Participant as well as an indication of the grounds for the complaint and the reasons for the complaint.
3. Complaints shall be handled within fourteen (14) days of receipt of the complaint by the Organiser.
4. The complainant will be notified of the outcome of the complaint electronically at the e-mail address indicated in the complaint.
5. The Organiser's decisions are binding and final.

## §8 Final provisions

1. The Organiser, in connection with the running of the Game, shall contact Participants via email.
2. The Organiser shall use its best endeavours to conduct the Game properly.
3. The Organiser shall not be held responsible for any failure by the Participants to comply with the provisions of these Regulations. The Organiser is entitled to amend the provisions of these Regulations, to change the rules of the Game, as long as this does not impair the conditions of participation in the Game. This applies in particular to the rescheduling of individual matches, the blocking of typing.
4. In matters not regulated by the Regulations, the provisions of the Civil Code and other provisions of Polish law shall apply.