

## **RULES OF THE “CASE STUDY” COMPETITION**

### **§ 1. GENERAL REGULATION**

1. The “**CASE STUDY**” competition (hereinafter referred to as the “Competition”) is organised by 3DGence spółka z ograniczoną odpowiedzialnością with its registered office in Katowice, ul. Mickiewicza 29, 40-085 Katowice, entered in the Register of Companies under the National Court Register kept by the District Court for East Katowice in Katowice, 8th Commercial Division of the National Court Register, under the number 0000265431, statistical ID (REGON) 271077426, VAT No (NIP) 6330009438 (hereinafter referred to as the “Organiser”).
2. The Competition is organised under terms and conditions set out in these Rules (hereinafter referred to as the “Rules”) and in accordance with commonly applicable legal regulations.
3. The Rules of Competition are available at the Organiser’s registered office and on the website [www.3dgence.com](http://www.3dgence.com).
4. The Competition may be attended by
  - a. adult natural persons with full legal capacity and
  - b. legal persons with their registered office in the European Union.
5. The Competition must not be attended by employees of the Organiser or an award provider or by other persons that take part in the organisation or performance of the Competition, or by members of families of those persons.
6. Awards for winners of the Competition include:
  1. 5 3DGence ONE 3D printers of PLN 10,250.00 net each.
7. The total value of the awards is PLN 63,037.50 gross.
8. The awards are provided by 3DGence sp. z o.o. with its registered office in Katowice, ul. Mickiewicza 29, 40-085 Katowice.
9. The Organiser will appoint a commission (hereinafter referred to as the “Jury”) to be composed of 6 representatives of the Organiser. The Jury will supervise the compliance with these Rules by the Participants and take other activities set out herein. The Jury will make decisions by a majority of votes, unless all Jury members agree unanimously.

### **§ 2. ASSUMPTIONS OF THE COMPETITION**

1. The Competition will be announced on 21.05.2018 on the website [www.3dgence.com](http://www.3dgence.com).
2. The Competition will last from 21.05.2018 to 31.07.2018.
3. The outcome of the Competition will be published on the website [www.3dgence.com](http://www.3dgence.com) on 14.08.2018.

### **§ 3. COMPETITION PROCEDURES**

1. A competition project, hereinafter referred to as the “Case Study”, means the description of the use of 3DGence equipment at the company.
2. The Case Study may be delivered in the form of:
  - a. a written article with photos;

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- b. a presentation;
  - c. a video.
3. To apply for the Competition ("Application"), the Participant must send the Case Study by e-mail to [marketing@3dgence.com](mailto:marketing@3dgence.com). The Case Study must contain:
  - a. a description of the company's business (at least 600 characters).
  - b. The Case Study should also include such information as:
    - i. the way 3DGence equipment is used at the company on a daily basis;
    - ii. a description of specific circumstances where 3DGence print-outs have been used;
    - iii. financial, time and other savings earned by the company;
  - c. photos or videos.
4. The Jury will choose 5 (five) best Case Studies out of all Applications. The Case Studies will be chosen at the Jury's own discretion based on the originality of the Case Study, the quality of photos and graphic materials attached thereto, as well as the quality of the description. The Jury's decisions are final. The sequence of applications does not matter.
5. One Participant may submit more than one Case Study.
6. The Participant represents that he/she/it is an author of the Case Study filed under the Competition and that such a Case Study does not violate third party rights, including moral rights or property rights of third parties or personal interests of third parties, and, if the Case Study constitutes a work, within the meaning of the Copyrights and Related Rights Act of 4 February 1994, the Participant holds all copyrights and licences to the extent required to grant a licence under Art. 5 below.
7. As the Case Study constitutes the work within the meaning of the Copyrights and Related Rights Act of 4 February 1994 (hereinafter referred to as the "Work"), the Participant hereby grants a non-exclusive licence to the Work to the Organiser without limitation in time or territory in the following fields of use: publishing the Work so that it is accessible to anyone at the place and time to be chosen by the Organiser, including all available means of communication, e.g. by incorporating the work, for example, on the website of 3DGence and in other places in the network, regardless of a medium on which the work is published, and incorporating/providing the work into/in applications and It programmes (e.g. communicators, mail applications).
8. The Participant represents that the Case Study contains unique contents created by the Participant specially for the Competition, as well as that the Case Study is not published in any other Internet portals.
9. Case Studies that do not meet the requirements of these Rules will be excluded from the Competition by the Organiser.
10. The Organiser represents that the Participant's personal data, including: full name, mobile telephone number, place of residence, will be processed by the Organiser to perform the Competition agreement and conduct the Competition properly. The Organiser guarantees that the Participant has the right to view or rectify his/her/its personal data, as well as to request that the processing is stopped. The personal data will not be shared with other entities. The data is given voluntarily, however it is necessary to take part in the Competition and collect the award. The data of the Participants will be erased within 60 days of the presentation of the results of the Competition.

### § 4. AWARD GRANTING

1. The winner will be chosen as a result of the procedures described in § 3 hereof by 14.08.2018.
2. The Organiser will notify the winner of the win by e-mail by 14.08.2018. The winner will be requested to give

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his/her full name, the company's name, telephone number and delivery address by sending a message containing such information back to the Organiser. The winner should send the message containing the winner's full name and place of residence within 5 days of the receipt of the Organiser's e-mail.

3. If the winner fails to send the full name and place residence in accordance with Section 2 above, the right to the award expires.
4. If the winner of the Competition is a legal person, it will grant an indefinite, non-exclusive, non-transferable and free licence for the use of the winner's graphic sign and name, without change to the original colours and lettering, in the Republic of Poland to the Organiser in connection with the Organiser's business activities. The Organiser has the right to use the winner's logo, as referred above, solely for marketing purposes, i.e. to publish it on websites and in printed materials in connection with the Organiser's business activities. Immediately upon the announcement of the outcome of the Competition, the winner and the Organiser will enter into the graphical sign loan agreement, which will provide for detailed rights and obligations of the parties in relation to the use of the winner's logo.
5. The award will be sent by mail or courier at the Organiser's cost to the address specified by the winner in accordance with Section 2 at the latest within 28 days of the end of the period during which the data referred to in Section 2 should be sent.
6. If the award is not collected, the winner's right to the award will expire.
7. The Organiser hereby informs the Participants that the awards cannot be exchanged into cash equivalents. The winners do not have the right to choose the award or require specific properties of the awards.
8. If pursuant to applicable legal regulations the Organiser must, as a payer, charge a tax on the award, the award will be granted provided that the winner pays the tax to the Organiser.
9. For Participants without Polish tax residence, the award will be granted provided that the Organiser receives a relevant certificate of tax residence from the winner.

### § 5. COMPLAINTS

1. The Participants should make all complaints concerning the Competition in writing at the latest within 30 days of the end of the Competition, i.e. the announcement of the winner in accordance with § 4.2 above, to the Organiser's address, ul. Mickiewicza 29, 40-085 Katowice, with the following annotation: "Complaint - "CASE STUDY" Competition.
2. The complaints must be sent by registered mail. The date of the post office stamp is decisive.
3. The written complaint should include: a full name, a business name, a precise address and telephone number, as well as a detailed description and justification of the complaint.
4. The complaints will be investigated by the Jury. The Jury will investigate the Participants' complaints on the basis of these Rules.
5. The Commission will investigate the complaint within 14 days of its delivery.
6. The complaining party will receive the Commission's decision in writing to the address given in the complaint.

### § 6. MISCELLANEOUS

1. The Organiser is not liable for any disturbances in the operation of telecommunications and IT lines, servers, interfaces, browsers or the Competition Application.
2. The Organiser is not liable for temporary or permanent website blocking.
3. All matters not provided for herein are governed by the Civil Code and other legal regulations.

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4. All disputes related to and arising from the Competition will be resolved by a court having jurisdiction over the Organiser.
5. The Organiser reserves the right to amend these Rules during the Competition. The information about such amendments will be published on the website [www.3dgence.com](http://www.3dgence.com).