

ul. Jagiellońska 74, 03-301 Warszawa | tel. +48 22 519 69 00 thewitcher.com | cyberpunk.net | cdprojektred.com

# RULES OF THE GLOBAL "Bards of the Continent: The Witcher 3 Music Video Challenge" CONTEST

#### § 1. GENERAL PROVISIONS

- 1. This document ("Rules") describes the terms and conditions of the "Bards of the Continent: The Witcher 3 Music Video Challenge" Contest (further: "Contest").
- 2. We invite you (we will later refer to you also as the "Contestant") to record a short music video celebrating 10 years of The Witcher 3 ("Entry").
- 3. You should send us the Entry in a form of a posted message in a dedicated room on the Official Witcher Discord Server or in the dedicated thread on the official Witcher Forum. You can find detailed submissions' requirements in § 4.
- 4. The Prizes will be awarded to the Contestants who create the most creative and original Entries, send them to us during the Contest Period, and submit all the other necessary information detailed in § 6 ("Winner(s)"). We will award up to 10 Winners.
- 5. The Contest is organized by CD PROJEKT S.A., a company with its registered office in Warsaw (postal code: 03-301, ul. Jagiellońska 74), entered into the register of entrepreneurs of the National Court Register as kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Department of the National Court Register, KRS no. 0000006865, NIP (taxpayer ID no.): 734-28-67-148, fully paid capital of PLN 99,910,510.00 (further: "we" or the "Organizer").

#### § 2. CONTESTANTS

- 1. You can participate in the Contest if you are at least 18 years old on the day of entering the Contest and you have full legal capacity, i.e. you can independently enter into legal transactions, including binding contracts, in accordance with your local law.
- 2. You cannot participate in the Contest if you are an employee or close business associate of the Organizer or of its affiliates, subsidiaries, manufacturers, sales representatives or advertising agencies; or a member of such a person's immediate family.

## § 3. CONTEST DATES

- 1. The Contest begins on April 4th, 2025, and ends on April 16th, 2025, at 23:59 CEST (the "Contest Period").
- 2. Winners will be announced publicly on April 30th, 2025, at latest.

## § 4. SUBMISSIONS

1. In order to participate in the Contest you have to send us your Entry in accordance with the Rules as set below.



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- 2. Every Entry should be a short music video, up to 2 minutes, in the spirit of celebration of The Witcher 3 10th anniversary. The Entry should refer to the soundtrack, The Witcher 3: Wild Hunt, and/or its characters. Using an official soundtrack is allowed as a music background. To create the video, contestants can use The Witcher 3: Wild Hunt Photo Mode tool, cosplay as characters from the game or use any other creative form that will result in a music video. Entries that do not meet these requirements will not be considered for the Contest.
- 3. Send us your Entry in the dedicated room on the Official Witcher Discord Server, or in the dedicated thread on the Official Witcher Forum. Entries submitted in any other way do not qualify for the Contest.
- 4. You can send us one (1) entry. Only the first Entry you send us will qualify for the Contest, additional Entries sent by you will not be taken into consideration for the purpose of the Contest.
- 5. It is not permitted to make submissions on behalf of other people.
- 6. It is not permitted to use Al-generated content and submit for the Contest.
- 7. The Entry has to be in line with the provisions of applicable law. In particular, the Entry shall not infringe someone else's copyrights, trademarks or other intellectual property or personal rights.
- 8. The Organizer reserves the right to reject or disqualify an Entry if:
  - a) it violates the provisions of applicable law or the Rules; or
  - b) the Entry may be considered racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or infringing on a third party's intellectual property or personal rights; or
  - c) it is generated by AI, in whole or in any part.

## § 5. DECISION

- 1. Ten Winners will be selected by the jury, consisting of representatives from the Organizer's Community Team ("Contest Committee"), which is composed of at least 3 members, with the total number of members always being odd. The Contest Committee makes decisions by a simple majority vote.
- 2. The Contest Committee will choose the Winners based on the creativity and originality of their Entry.
- 3. The Contest Committee's decision is final.
- 4. The Committee reserves the right to select only ten (10) winning entries. In case that none of the Entries meet the conditions of the Contest or does not comply with the Rules or any other unexpected circumstance arises, the Committee may not select any Winner.
- 5. The winning Entries and names of the Winners will be published on the following social media accounts of the Organizer:
  - Official Witcher Discord Server: discord.gg/thewitcher
  - Official Community Forums: https://forums.cdprojektred.com/index.php?forums/the-witcher-series.22//

## § 6. PRIZES

- 1. Each Winner will receive the following prizes ("Prizes"):
  - a) Exclusive invitation for two for The Witcher in Concert event in Warsaw on May 12th, 2025. The estimated retail value is around 1300 PLN.
- 2. The Organizer reserves the right to award other special prizes at its sole discretion.
- 3. Each of the Winners may be awarded only with one Prize.



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- 4. The Winners will be informed about the Contest results via direct messages on Discord or official Witcher forums (please make sure that your DMs are open, so you won't miss the message). The message will be sent within two (2) calendar days from the day mentioned in § 3 point 2 above.
- 5. Each Winner will have seven (7) calendar days from the day on which the results have been communicated to them in a message from the Organizer to:
  - a) confirm via direct message to the Organizer whether they accept the Prize;
  - b) provide the Organizer with an email address to which the Prize will be sent and other information required for the shipment;
- 6. If the Winner fails to provide us with all the information described in point 4 (a) and (b) above or refuses to accept the Prize, we retain the right to award the win to another Contestant, and thus award such Prize to another Contestant or to refrain from awarding this particular Prize.
- 7. If applicable, on Organizer's request, the Winner shall provide the Organizer with the up-to-date and valid tax residency certificate issued by his or her country of tax residence and with filled and signed beneficial owner statement (example attached in Annex A), before the Prize is transferred.
- 8. Contestants acknowledge and accept that delivery of the Prizes to certain destinations may be significantly hampered or impossible for reasons beyond the Organizers' control.
- 9. In the event that the delivery address for the Prize given by the Winner is located in a territory to which delivery of the Prize is not possible or is significantly impeded for reasons beyond the Organizer's control, the Organizer shall contact the Winner in order to arrange an alternative delivery location for the Prize. The Organizer is not liable if the Winner information as provided does not match the actual recipient identification, as items may be rejected or delayed in shipping or customs. This list of territories includes but is not limited to Belarus, Brazil, Malaysia, Russia, Ukraine, among others.
- 10. Contest results will be announced via public posts on the official social media accounts of the Organizer mentioned in § 5 point 4 above no later than on a date mentioned in § 3 point 2 above.

## § 7. PRIZE-RELATED COSTS

- 1. The Organizer will cover the costs of Prize shipment.
- 2. The Organizer will not cover the travel and accommodation costs for The Witcher in Concert event.
- 2. The Organizer will cover the costs of the tax due on the Prize according to the Polish law. Apart from that, Contestants will be solely responsible for the payment of any additional national, federal, state, local or other taxes of any kind in relation to any Prize.
- 3. On Organizer's request, the Winner has to provide the Organizer with all documents and information required by applicable law. Such documents and information may include in particular information required for fulfilling tax, anti-money laundering and/or anti-fraud obligations and have to be submitted within seven (7) calendar days upon delivery of Organizer's request to the Winner.

## § 8. CONTESTANT'S OBLIGATIONS AND DECLARATIONS

- 1. By publishing your Entry in accordance with the Rules you (as a Contestant) confirm that you fulfill the requirements set out in the Rules.
- 2. By publishing your Entry, you agree that if you become one of the Winners, the Organizer may use your name, your Entry and information contained in it in announcements of the Contest results.



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- 3. By publishing your Entry, you also declare that:
  - the Entry is a result of your own and independent work;
  - you exclusively own all author's moral and economic copyrights to the Entry, in particular the
    right to use it and to dispose of its use throughout all the fields of exploitation and to receive
    remuneration for the use of the Entry;
  - you have an exclusive right to grant permission for the performance of the derivative copyrights;
  - your economic copyrights, as referred to in points above, are neither limited nor encumbered with any third-party rights, and that they do not infringe any rights of the third parties (other than the Organizer);
  - you have not granted any license to use the Entry or works included in the Entry, within any scope.

## § 9. COPYRIGHTS

- 1. By publishing your Entry, you (the Contestant) grant us (the Organizer), a non-exclusive, worldwide, non-transferable, royalty-free license to use the Entry for the purpose of the Contest, including providing the Entry to the Contest Committee, to the community of players, as well as publishing it on our websites and social media. This license covers in particular the following fields of exploitation:
  - producing copies of the Entry using all techniques;
  - distribution and dissemination of the Entry in all channels;
  - making the Entry available in a manner allowing any person to access the Entry in a place and at a time selected by them.
- 2. License referred to in §9 point 1:
  - a. is granted for an indefinite period of time in case of Winners' Entries;
  - b. will be terminated immediately if the Contestant does not become a Winner on the announcement day referred to in § 3 point 2 above.

## § 10. PERSONAL DATA

- 1. Your personal data controller is CD PROJEKT S.A. with its registered office in Warsaw, Poland, ul. Jagiellońska 74, 03-301 Warsaw.
- 2. All information provided by the Contestants for the purposes of the Contest is provided voluntarily, however it may be necessary to participate in the Contest and in case of the Winners also in order to receive the Prizes.
- 3. We may process the following personal data of yours:
  - a. if you're the Contestant: name and surname or nick/pseudonym, email address, any other personal data included in the Entry (if applicable), information provided within the course of communication with the Organizer (if applicable);
  - b. if you're the Winner: name and surname or nick/pseudonym, correspondence address, information required by law (e.g. for tax purposes); likeness, other personal data provided within the course of communication with the Organizer (if applicable).



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- 4. Your personal data will be processed for the purpose of carrying out the Contest in which you participate, in particular for the purpose of assessing submissions, awarding Prizes, announcing results, communicating with the Contestants and providing the Winners with Prizes.
- 5. We respect your privacy rights, i.e. the right to access, rectify and delete your data, limit its processing, transfer it, a right not to be a subject to automated decision-making, including profiling, and to object to the processing of your personal data. You will find detailed information on how we process your personal data in our Privacy Policy available here: <a href="https://regulations.cdprojektred.com/en/privacy\_policy.">https://regulations.cdprojektred.com/en/privacy\_policy.</a>)

## § 11. INDEMNITY

The Organizer will not cover any potential costs incurred by the Contestant in connection with the Contest, including entering the Contest, preparing and submitting the Entry and receiving the Prize, subject to § 7 above.

### § 12. FINAL PROVISIONS

- 1. The Rules are published in the following language versions: English.
- 2. The Rules are governed and construed in accordance with Polish law.
- 3. The Organizer reserves the right to make changes to the Rules during the Contest Period, provided that such changes do not infringe upon the acquired rights of the Contestants. Any changes to the Rules will take effect from the moment they are published on the Contest's website, unless a different effective date is specified in the changes. Contestants will be informed of the changes through the publication of the updated Rules and, if possible, via email.
- 4. The 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.
- 5. The Rules come into force on April 4th, 2025.



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## **ANNEX A – Beneficial Ownership Statement (example)**

I,	
the me	aning of the OECD Model Tax Convention on Income and on Capital. In particular I:
i.	receive the Prize for my own benefit, which includes the right to solely decide about the Prize once received and bearing the economic risk related to the loss of such receivable or its part,
ii.	am not an agent, representative, fiduciary or other subject legally or effectively obliged to transfer all or part of the compensation agreed under this agreement to other entity,
iii.	confirm that I fulfil all requirements to be considered as a tax resident of2 according to the internal law and applicable double tax treaty.
All of t	ne conditions above are met jointly.
I unde	take to inform the Organizer immediately if any of the above changes.
	Winner:
	Date of signature, signature of the Winner

<sup>&</sup>lt;sup>1</sup> Please indicate the Winner's name and surname.

<sup>&</sup>lt;sup>2</sup> Please indicate the Winner's country of tax residence.