

# RULES OF THE GLOBAL The Witcher 3 REDkit Modding CONTEST

# § 1. GENERAL PROVISIONS

- 1. This document ("Rules") describes the terms and conditions of the The Witcher 3 REDkit Modding Contest (further: "Contest").
- 2. We invite you (we will later refer to you also as the "Contestant") to develop a mod for "The Witcher 3: Wild Hunt" that embodies a specific theme, utilizing "The Witcher 3 REDkit". ("Entry"). The contest features three smaller categories ("Challenge") and one larger category ("Main Category"), explained in detail in § 4.
- 3. In the case of the Main Category, both individual Contestants and groups of Contestants forming modding teams of up to 5 people can take part in the Contest. In case of the Challenges, only individual Contestants can take part in the Contest.
- 4. You should send us the Entry in the form of a link to your mod uploaded to nexusmods.com, along with screenshots and/or a video that showcases the mod's functionality via the dedicated form on the website https://thewitcher.com/redkit/contest. You can find detailed submissions' requirements in § 4.
- 5. 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)", which in case of the Main Category will refer to either individual Contestants who provided the Entry or jointly to a group of Contestants who provided the Entry as a modding group). There will be 3 Winners in each Challenge. In the Main Category, a total of 3 winning Entries will be awarded.
- 6. 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").
- 7. The Contest is organized in cooperation with
  - a. Nexusmods.com: Black Tree Gaming Limited, a company with its registered office at Southernhay Studios Dean Clarke House, Southernhay East, Exeter, England, EX1 1AP, taxpayer ID no. 107473914.
  - b. Yigsoft: Yigsoft Korlátolt Felelősségű Társaság, a company with its registered office at 1117 Budapest, Nádorliget utca 8. B. ép. földszint 2, taxpayer ID no. 29181315243.
  - c. NVIDIA: NVIDIA Corporation, a company with its registered office in 2788 San Tomas Expressway, Santa Clara, CA 95051, U.S.A., taxpayer ID no. 94-3177549
  - d. Insert Coin: Insert Coin Limited, a company with its registered office at Unit 11, 55 Progress Road, Leigh-on-Sea, Essex, SS9 5PR, taxpayer ID no.07248469
  - e. Razer: Razer Inc., a company with its registered office at 9 Pasteur Suite #100, Irvine, CA 92618 USA, taxpayer ID no. 13 429 0448;
  - f. Dyenamik: Dyenamik Ltd, a company with its registered office at 3 Kings Chase, Bristol, Enlgand, BS13 8EW, taxpayer ID no. 14212713,



which are further called "Partners".

#### § 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 will be conducted in the following timeframes ("Contest Period"):
  - a) Main category begins on 15.07.2024 and ends on 14.10.2024 15:59 CEST;
  - b) Challenge 1 begins on 16.07.2024 and ends on 30.07.2024 15:59 CEST;
  - c) Challenge 2 begins on 13.08.2024 and ends on 27.08.2024 15:59 CEST;
  - d) Challenge 3 begins on 10.09.2024 and ends on 24.09.2024 15:59 CEST.
- 2. For the Main Category a short list of 12 selected Entries shall be published at the website on 25.10.2024 allowing the community of players to vote for their favorite Entry until 31.10.2024.
- 3. The results for each Challenge will be announced publicly within two weeks of their respective submissions deadline.
- 4. The results for the Main Category will be announced publicly on 29.11.2024 at the 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.
- 2. Every Entry should be submitted as a link to your mod hosted on Nexusmods.com, including a detailed description of its features on the mod page. Mods for the Entries must be developed using "The Witcher 3 REDkit" and first published online, whether in a work-in-progress or final state, no earlier than 16.04.2024, 13:00 CEST. You may modify and update your Entry on the mod page until the submission phase concludes for that category. The Entry must include a mod version that incorporates all necessary dependencies.
  - a) For the Main Category, to be eligible for the Contest, the Entry must comprise two to three interconnected story quests. While you may submit Entries containing any number of additional quests, only the first three quests will be evaluated. The mod may be available in multiple languages, but providing an English version is mandatory. On the mod page you must upload a minimum of 10 screenshots showing the mod and one gameplay video in English, lasting between 5 to 10 minutes.
    - i. For group Entries, each Contestant who is a member of the modding team must provide a **handwritten** signed declaration that includes the member's nickname (identical to the one on the submitted mod page and Entry form), name and surname, and an explicit consent to participate in this contest with this Entry. A template for the declaration can be found in



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Annex B below. These declarations must be submitted with the Entry as one collage photograph or separate photographs or scans in .jpg, .png, or .pdf format.

b) For the Challenges, you must upload your Entry including screenshots and/or videos to a mod page in accordance with the specific rules described in the Challenge posts on our official social media channels.

Entries which do not meet these requirements will not be taken into consideration for the purpose of the Contest.

- 3. Send us your Entry via https://thewitcher.com/redkit/contest. Entries submitted in any other way do not qualify for the Contest.
- 4. You can send 1 Entry for Main Category and 1 Entry per Challenge for participation in this Contest. 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. You can only be listed as an author on one Entry for Main Category (i.e. you cannot be a member of two different modding teams participating in the Contest).
- 5. A maximum of five individuals may be credited as authors for the Entry in the Main Category. Group Entries for Challenges are not allowed. Entries which do not meet these requirements will not be taken into consideration for the purpose of the Contest.
- 6. If you are a Winner of a Challenge, we will not consider your Entry for any subsequent Challenge in this Contest. This restriction does not apply to the Main Category.
- 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 a Contestant's Entry if:
  - a) it violates the provisions of applicable law or the Contest Rules; or
  - b) the Entry may be considered racist, xenophobic, sexist, NSFW, defamatory or otherwise offensive, illegal or infringing on a third party's intellectual property or personal rights.
  - c) the Entry utilizes artificial intelligence for purposes including, but not limited to, assisting in developing modifications, creating voiceovers, generating assets or text intended for use in the Entry, or employing neural networks trained on our intellectual properties.

# § 5. DECISION

- 1. 3 Winners of each Challenge will be selected by the jury consisting of members of the Organizer's Community Team and representatives of Yigsoft team. ("Contest Committee").
- 2. 12 Entries for the Main Category will be chosen by the Contest Committee to advance to the public Community Vote phase. 3 Winners of the Main Category will then be selected by community vote.
- 3. The Contest Committee will choose the Winners and selected Entries based on the creativity, originality, quality and compliance with the category of their Entry.
- 4. The Contest Committee's decision is final.
- 5. All 12 Entries for the Main Category that were chosen to advance to the public Community Vote phase will receive a special commemorative gift.
- 6. The winning Entries and names of the Winners will be published on the following social media accounts of the Organizer:
  - Official website of the contest: https://thewitcher.com/redkit/contest
  - Official Organizer's forums: forums.cdprojektred.com/
  - Official Facebook page of The Witcher 3: Wild Hunt: https://www.facebook.com/thewitcher/



- Official The Witcher 3: Wild Hunt Twitter profile: https://twitter.com/witchergame/
- Official The Witcher 3: Wild Hunt Discord server: discord.gg/thewitcher/
- Official The Witcher 3: Wild Hunt and The Witcher 3 REDkit Steam Community Hubs: https://steamcommunity.com/app/292030/ https://steamcommunity.com/app/2684660

#### § 6. PRIZES

- 1. The Winners will receive the following prizes ("Prizes"):
  - Main Category:
    - o First place:
      - NVIDIA GeForce RTX 4080
      - Razer Basilisk V3 Pro + Mouse Dock Pro Bundle (1 to 5, corresponding to the number of Entry authors)
      - Razer BlackWidow V4 75% (1 to 5, corresponding to the number of Entry authors)
      - Razer Kraken V3 HyperSense (1 to 5, corresponding to the number of Entry authors)
      - Dyenamik The Witcher Team Jersey Red (1 to 5, corresponding to the number of Entry authors)
      - Dyenamik The Witcher Playing Cards (1 to 5, corresponding to the number of Entry authors)
      - InsertCoin The Witcher Varsity (1 to 5, corresponding to the number of Entry authors)

The estimated retail value of the 1st place Prizes is around 1950 USD. It is based on the total estimated value per unit of each Prize included in the list.

- Second place:
  - NVIDIA GeForce RTX 4080
  - Razer Basilisk V3 (1 to 5, corresponding to the number of Entry authors)
  - Razer BlackWidow V4 (1 to 5, corresponding to the number of Entry authors)
  - Razer Kraken V3 (1 to 5, corresponding to the number of Entry authors)
  - Dyenamik The Witcher Team Jersey Red (1 to 5, corresponding to the number of Entry authors)
  - Dyenamik The Witcher Playing Cards (1 to 5, corresponding to the number of Entry authors)
  - InsertCoin The Witcher Varsity (1 to 5, corresponding to the number of Entry authors)

The estimated retail value of the 2nd place Prizes is around 1740 USD. It is based on the total estimated value per unit of each Prize included in the list.

- Third place:
  - NVIDIA GeForce RTX 4080
  - Razer Basilisk V3 X HyperSpeed (1 to 5, corresponding to the number of Entry authors)
  - Razer BlackWidow V4 X (1 to 5, corresponding to the number of Entry authors)
  - Razer Kraken V3 X (1 to 5, corresponding to the number of Entry authors)
  - Dyenamik The Witcher Team Jersey Red (1 to 5, corresponding to the number of Entry authors)
  - Dyenamik The Witcher Playing Cards (1 to 5, corresponding to the number of Entry authors)



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- InsertCoin The Witcher Varsity (1 to 5, corresponding to the number of Entry authors) The estimated retail value of the 3rd place Prizes is around 1670 USD. It is based on the total estimated value per unit of each Prize included in the list.
- Challenges:
  - Dark Horse The Witcher 3 Wild Hunt: Geralt Grandmaster Feline Figure
  - Goodie bag
    - The estimated retail value of the Challenges Prizes is around 94 USD.
- 2. Entries for the Main Category that were chosen to advance to the public Community Vote phase will receive the following special commemorative gift:
  - Goodie bags (1 to 5, corresponding to the number of Entry authors)
    The estimated retail value of the special commemorative gift is around 65 USD. It is based on the total estimated value per unit of each Prize included in the list.
- 3. The Organizer reserves the right to award other special prizes at its sole discretion.
- 4. For avoidance of doubt, the Prize pool described above is common for all Contestants, irrespective of the language version of the Rules displayed to the Contestant.
- 5. Each Winner, whether an individual or a group, is eligible for Prizes mentioned in point 1. Unless specified that a number of particular Prize items is adjusted to the number of Contestants from the winning group, the Prize item is singular for each Winner, whether an individual or a group. Group Winners must decide and agree in advance on a single address where the Organiser will send the Prizes. Distribution of the Prizes among group members is the responsibility of the Winners group.
- 6. The Winners will be informed about the Contest results via direct messages on the email addresses they used to submit the Entries (please make sure you check your [email], so you won't miss the message). The message will be sent within 7 calendar days from the day mentioned in § 3 point 3 or 4 above (depending on the category).
- 7. 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 a postal address to which the Prize will be sent;
- 8. If the Winner fails to provide the Organizer with all the information described in point 7 (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.
- 9. 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 Prizes are transferred.
- 10. Contestants acknowledge and accept that delivery of the Prizes to certain destinations may be significantly hampered or impossible for reasons beyond the Organizers' control.
- 11. 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.



12. Contest results will be announced via public posts on the official social media accounts and contest website of the Organizer mentioned in § 5 point 6 above no later than on a date mentioned in § 3 point 4 above.

# § 7. PRIZE-RELATED COSTS

- 1. The Organizer will cover the costs of Prize shipment.
- 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 fulfil 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.
- 3. By publishing your Entry, you also declare that:
  - the Entry is a result of your own and independent work (except for our intellectual property included in The Witcher 3: Wild Hunt and The Witcher 3 REDkit);
  - you exclusively own all author's personal 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 (except for our intellectual property included in The
    Witcher 3: Wild Hunt and The Witcher 3 REDkit);
  - you have an exclusive right to grant permission for 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) (except for our rights to our intellectual property included in The Witcher 3:
    Wild Hunt and The Witcher 3 REDkit);
  - you have not granted any license to use the Entry within any scope.

#### § 9. COPYRIGHTS

- 1. By publishing your Entry (or in case of group Contestants, by providing us with a filled in group declaration stipulated in Annex B), 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. This license covers in particular the following forms of exploitation:
  - producing copies of the Entry using all techniques;
  - distribution and dissemination of the Entry in all channels;



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- 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 the Entries of Winners;
  - b. will be terminated immediately if the Contestant does not become a Winner on the announcement day referred to in § 3 point 3 above.

#### § 10. PERSONAL DATA

- 1. Your personal data controller is CD PROJEKT S.A. with its registered seat in Warsaw, Poland, ul. Jagiellońska 74, 03-301 Warszawa.
- 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. 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. Winner: name and surname or nick/pseudonym, correspondence address, information required by law (e.g. for tax purposes); other personal data provided within the course of communication with the Organizer (if applicable).
- 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, Russian, German, Polish, Brazilian Portuguese, French, Spanish (Spain), Spanish (Latin America), Korean, Japanese, Simplified Chinese, and Traditional Chinese.
- 2. The Rules are governed and construed in accordance with Polish law.
- 3. 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.
- 4. The Rules come into force on 15.07.2024.



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

l,	<sup>1</sup> , confirm that I should be considered as a beneficial owner of the Prize within the meaning o
the OE	CD 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 o 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 th	e conditions above are met jointly.
I under	take to inform the Organizer immediately if any of the above changes.
	Winner:  Date of signature, signature of the Winner
	Date of signature, signature of the withher

<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.



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# **ANNEX B – Declaration**

I, <sup>3</sup> also known as <sup>5</sup> mod and I wish to take and I agree to abide by the Contest rules.	5 mod and I wish to take part i	4 confirm that I am one of the authors of the n The Witcher 3 REDkit Modding Contest. I have rea
	Co	ontestant:of signature of the Contestant

 $<sup>^{\</sup>rm 3}$  Please indicate the Contestant's name and surname.

<sup>&</sup>lt;sup>4</sup> Please indicate the Contestant's nickname (used on the Entry's mod page).

<sup>&</sup>lt;sup>5</sup> Please indicate the mod's name.