Terms and Conditions for "Seize the beauty of our planet" Competition

("Conditions")

§1 General rules

1. "**Seize the beauty of our planet**" Competition ('**Competition'**) is organised by CloudFerro S.A. based in Warsaw, Nowogrodzka 31 street, 00-511 Warsaw, registered under number 0001049205 ("**CloudFerro**").
2. The goal of the Competition is to promote easy and open access to Copernicus satellite data and cloud-based services available on different publicly available platforms developed and operated by CloudFerro, as well as to emphasize the beauty of our planet seen from space and increase awareness of the **areas that are threatened by climate or environmental change**. The direct aim of the Competition is to select thirteen most beautiful satellite images of the Earth obtained on CREODIAS (creodias.eu), Copernicus Data Space Ecosystem, (dataspace.copernicus.eu), WEkEO (wekeo.eu), CODE-DE (code-de.org) or EO-Lab (eo-lab.org) platforms by means of using their tools. Chosen images will be placed in the 2025 calendar published by CloudFerro.
1. Participants in the Competition waive their right to hold Blutvoll Media Agentur UG ('**PollUnit**') accountable for any liability that may raise during the Competition. CloudFerro uses services provided by Blutvoll Media Agentur UG on its own responsibility.
2. The Competition is not in any way sponsored, connected to, supported or executed by PollUnit.

§2 Competition entries

1. All entries must be submitted between 25.09.2024 and 22.10.2024 ('**Closing Date'**).
2. The Competition is open to all-natural persons from all around the world who are at least eighteen years old.
3. CloudFerro reserves the right in its absolute discretion to disqualify any participant if it believes that a participant has breached any of the Conditions, any applicable law (including without limitation copyright law) or has infringed the intellectual property of any other person.
4. Participant acknowledges and agrees that any failure to comply with the Conditions may lead to CloudFerro disqualifying that person. CloudFerro is obliged to state the reason for disqualification.
5. Entries should be submitted to a dedicated webpage on the PollUnit platform as described on **https://cloudferro.com/contest2024** website. Entries shall include the title and description of the image explaining what it depicts, the name of the satellite that generated the original data, the year the image was captured by the satellite, and the name, surname, email address, and country of the entry's author. Entries shall also include a voluntary consent for publishing the name and the country of the author. A consent for publishing the surname of the author is optional.
6. Only one image per person will be accepted. If more than one image is sent by the same person using a different email address, only the first image uploaded will be considered.
7. The staff of CloudFerro and its partners, whose representatives compose the jury, are excluded from participating in the Competition.
8. Participating in the Competition is free of charge and voluntary.
9. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

§3 Selection of winners

1. Thirteen entries will be selected through popular vote on PollUnit platform, out of which three best entries will be selected by a jury consisting of representatives of CloudFerro and its business partners as described on the contest webpage.
2. Voting will take place **from 23rd October 2024** 12:00 PM CET **until 6th November 2024** 12:00 PM CET.
3. Winners will be announced by CloudFerro on www.cloudferro.com on November 7th, 2024.
4. Participants in the Competition waive their right to hold PollUnit accountable for any liability that may raise at the time of lasting the Competition.

§4 Technical requirements

1. Entries should be submitted in a HIGH-RESOLUTION format in .jpg or .tif format (minimum 250 dpi, 6500 px x 5000 px). Images which are not high resolution may be discounted from the Competition. Entries should be submitted by the Closing Date (**22.10.2024**) and in the manner set out in these Conditions. Failure to do so may result in disqualification.
2. Images can be enhanced with Earth Observation processing software or photo editing software.
3. There is a limit of entries of 500. Only the first 500 images that meet the requirements will be admitted for voting.

§5 Intellectual Property

1. Use of the imagery obtained on CREODIAS, Copernicus Data Space Ecosystem, WEkEO, CODE-DE or EO-Lab platforms is subject to the Legal notice on the use of Copernicus Sentinel Data and Service Information available at https://sentinels.copernicus.eu/documents/247904/690755/Sentinel_Data_Legal_Notice
2. Any entry must be an original work of the participant, and it must not infringe the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.
3. As long as the image is a derivative creative work, the participant agrees to transfer to CloudFerro, free of charge, all proprietary intellectual rights belonging to the participant of any manner, display, publish (especially in the calendar published by CloudFerro in 2024/2025), transmit, copy, edit, alter, store, re-format, entering into computer memory and placing on the Internet and any accompanying materials for any legitimate purposes, including, but not limited to, marketing, publicity, advertising and presentations for the purpose of the Competition. Should CloudFerro not use the specific creative work until 30 June 2025, the rights return to the participant.
4. Full copyright title shall be retained by the author of any entry. By submitting the Competition entry and any accompanying material the participant agrees CloudFerro makes the entry available on its website https://cloudferro.com/ and its LinkedIn, Twitter and Facebook fan pages, nationality and optionally surname of the participant of the entry in connection with any publicity of the Competition or otherwise.
5. The participant agrees to indemnify CloudFerro and keep CloudFerro indemnified against any loss, damage, injury or expense suffered by CloudFerro as a result of the participants entry to the Competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

§6 The Competition prize

1. The Competition prize comprises of:
    a. **A tablet** (worth 400 EUR), constituting the main prize awarded for the author of the image with the highest number of Jury votes

b. **A smartwatch** (worth 250 EUR), constituting the second prize awarded for the author of the image with the second highest number of Jury votes

c. **Earphones** (worth 150 EUR), constituting the third prize awarded for the author of the image with the third highest number of Jury votes.

d. CloudFerro calendar for 2025 for all 13 winners.

e. Publishing the selected image in the 2025 calendar with the author's name, nationality and, optionally, surname.

In case of impossibility of transferring the awards to the winner, the prizes listed above in the points a, b, c, d can be exchanged to an online classes/training of similar value – type of training shall be agreed with the winner.

2. The Competition prize will be transferred to the winners through/by mail or, in case of online classes/training, by email. CloudFerro will contact the winners directly in order to organize the prize delivery on receipt of their contact details provided by the participants.

3. CloudFerro is not responsible for the impossibility to deliver the Competition prize to the winners.

4. The Competition prize is tax free in accordance with Article 21(1)(68) of the Polish Act on Exceptions from income tax (Dz.U.2020.0.1426). If any customs duties apply, they shall be covered by the winner.

§7 Data Protection

1. When you participate in the Competition, CloudFerro processes your personal data as a Controller pursuant to Art. 4 paragraph 7 of the General Data Protection Regulation (GDPR) – please see https://cloudferro.com/en/privacy-policy/.

2. The following information is intended to explain how CloudFerro obtain information and what CloudFerro do with this information due to execution of the Competition. If anything is unclear for you or casts your doubts, please contact us at communication@cloudferro.com.

I. Categories of personal data

3. The scope of personal data processed by CloudFerro is limited to those necessary for the purpose of executing the Competition. The categories of personal data CloudFerro process are in particular:

a) identity provided in the registration form, including name, surname, e-mail address and nationality,
b) contact details, including correspondence address, telephone number or other contact details provided by participant.

II. Purposes and legal basis

4. CloudFerro processes the personal data of the participants in the Competition in purposes to implement our legitimate interest, in accordance with Article 6.1. f GDPR, for:

a) registration of the entries and verification of the participant's entries

b) selecting and awarding the winners

c) establishing, pursuing or defending claims.

5. Providing your personal data is voluntary, however, sometimes it may be necessary for purposes regarding our cooperation, e.g. necessary to take part in the Competition as the participant. This means that failure to provide your personal data may sometimes constitute basis for CloudFerro's refusal to cooperate or for taking legal action to resolve issue.

III. Retention period

6. As a rule, personal data will be processed only as long as it is necessary due to the purpose for which your personal data is processed, namely, to fulfil our legitimate interest, your personal

data will be processed until the objection is made or the purpose for which they were processed is achieved.

7. In order to perform the Competition, the CloudFerro will keep the personal data for the duration of the Competition. The personal data of the winners will be kept for a period of up to 6 years after termination of the Competition, which results from tax regulations and the limitation period for certain claims.
8. These retention periods may be subject to an appropriate and necessary extension in case of any claims and court proceedings - for the duration of these proceedings and their settlement - as well as if the law in certain cases obliges us to process them longer.

IV. Categories of recipients

9. Access to your personal data is gained only by:
   a) authorized employees or associates of the CloudFerro who are obliged not to disclose the personal data and not to use them for purposes other than those for which we obtained Participant's personal data;
   b) entities that support us in providing of services, i.e. entities providing advisory, auditing, accounting, tax and legal, debt collection, IT, banking, archiving and destruction of documents, marketing services; entities providing parcel and mail delivery services, entities that you can use when using our services, i.e. entities that operate payments.
   c) Blutvoll Media Agentur UG – voting platform provider
10. We may also be required to provide certain information to public authorities for the purposes of proceedings conducted by these authorities. In this case, information is provided only if there is a proper legal basis for it.
11. CloudFerro is committed to protecting and respecting your privacy and will only use your personal information in accordance with these Conditions. For more information about how CloudFerro process personal data, in specially about your right please visit: https://cloudferro.com/privacy-policy/

§8 Complain procedure

1. Complaints of participants regarding the Competition may be submitted via email: communication@cloudferro.com within 30 days after the announcement of the winners.
2. CloudFerro will consider such complaint within 30 days.

§9 Governing Law

1. The Competition will be governed by the Polish law and entrants to the prize draw submit to the jurisdiction of the Polish courts.
2. CloudFerro reserves the right to update Conditions at any time and from time to time to modify or discontinue, temporarily or permanently with or without prior notice due to reasons outside its reasonable control and any updated version will be effective as soon as it is published on CloudFerro website
3. To the maximum extent permitted by law, CloudFerro excludes its liability for any loss, damage, injury, cost or expense suffered by the participant, whether directly or indirectly and howsoever caused, in connection with the Competition and use of any prize.
4. In case of an emergence of the claim participants have the right to use amicable settlement of disputes.