

TERMS OF CONSUMER COMPETITION & LICENSE TERMS OF CAMPAIGN

“WeLoveWomenCycling”

1. OPENING PROVISIONS AND DEFINITIONS

1.1 Campaign

- 1.1.1 This document (hereinafter the “**terms**”) governs the terms and conditions of a consumer competition and the license terms for the use of works of authorship in regard to the campaign “WeLoveWomenCycling” (hereinafter as “**campaign**”).
- 1.1.2 The campaign managed by Optimist Czech s.r.o., ID-No.: 073 79 633, address Jankovcova 1522/53, Holešovice, 170 00 Praha 7, company registered in the commercial register of the Municipal Court in Prague, section C, insert 300088 (hereinafter as “**administrator**”). The administrator is also the campaign organizer.
- 1.1.3 The administrator reserves the right to amend these terms at any time, even without a prior notice.

1.2 Campaign Purpose

- 1.2.1 The campaign is organized in celebration of the historically first ever stage cycling competition *Tour de France Femmes* that is to occur between Sunday July 24 and Sunday July 31, 2022 (hereinafter as “**TdFF**”). The administrator is in no way engaged with the TdFF.
- 1.2.2 These terms do not set forth any rights and obligations of the TdFF organizers nor any other third parties, unless herein provided for otherwise.

1.3 Consumer Competition

- 1.3.1 As part of the campaign, a consumer competition shall take place pursuant to these terms and in accordance with act 634/1992 Coll., on consumer protection (hereinafter as “**consumer protection act**”) and act 186/2016 Coll., on gambling (hereinafter as “**gambling act**”). The consumer competition consists in the distribution of prizes per clause 3. hereof pursuant to the conditions hereof (hereinafter as “**competition**”)
- 1.3.2 The competition shall take place from 8 am Sunday July 24, 2022 through 11:59 pm Sunday July 31 (hereinafter as “**competition period**”).
- 1.3.3 The individual that partakes in the competition (hereinafter as “**participant**”) consents to these terms and demonstrates that they wish to abide by the same. A visible link to these terms shall be placed by the administrator to allow the participants to become acquainted with the same in advance.
- 1.3.4 The purpose hereof is to set forth the rights, obligations and status of the administrator and the individual that becomes the winner of the competition (hereinafter as “**winner**”).
- 1.3.5 The competition prizes consist in a non-fungible token further specified in clause 3. (hereinafter as “**NFT**”) and a an original green jersey given to the winners of the

TdFF sprint scoring competition.

- 1.3.6 These terms are not an offer in legal sense. Participation in the competition nor announcement of results do not establish any claim of the winner towards the administrator, unless provided for otherwise.

1.4 Collision of Laws

- 1.4.1 These terms are executed in Czech and English languages. In case of any discrepancies, only the Czech version shall be legally binding, whereas the English version is to be treated as mere translation.
- 1.4.2 These terms, as well as any rights and obligations established by the same, shall be fully governed by the laws of the Czech Republic with the exclusion of any collision of laws of international private law. Previous sentence constitutes a choice of law to the maximum extent permissible.
- 1.4.3 All disputes arising hereof or in relation hereto shall be settled before Czech courts. Venue is the administrator's general court per the binding rules of civil procedure of the laws of the Czech Republic, or as the case may be, its superior court.
- 1.4.4 Should the foreign laws that would be mandatorily applicable per binding imperative rules provide that laws other than the ones of the Czech Republic be applied, it is necessary to construe the content of the rights and obligations of the administrator and participant so that the purpose of these terms is preserved as much as practicable.
- 1.4.5 Copyright to the NFT underlying asset is governed by the act no. 121/2000 Coll., copyright act (hereinafter as "**copyright act**").

2. PARTICIPATING IN COMPETITION

2.1 General Competition Terms

- 2.1.1 Only individuals of age (18 years) and with full legal capacity can participate in the competition. Participation of minors and legally incapable individuals is forbidden. Participation of groups of individuals or entities, irrespective of their form, is forbidden. For the avoidance of doubt, the competition is not designated exclusively for female participants.
- 2.1.2 Citizens of all countries may participate, without regard to their actual address of residence.
- 2.1.3 The administrator may check the fulfillment of the general competition terms at any time over the course of the competition or prior to the distribution of prizes. Satisfaction of general competition terms is to be checked beyond any reasonable doubt. Administrator may do so without prejudice to announcement of competition results.

- 2.1.4 The administrator may disqualify any participant, especially but without limitation, if the participant does not comply with the general competition terms or the terms hereof or otherwise violates the dignity of the competition or grossly breaches the license conditions or otherwise behaves contrary to good morals and thereby brings the campaign, administrator or the TdFF into disrepute. Under the conditions of the first sentence the administrator may also claim the prize back or, where appropriate, reasonable damages.

2.2 Technical Requirements, Liability

- 2.2.1 Connection to the internet and a valid Twitter account is necessary for the participation in the competition. All costs arising from internet connection and access to Twitter are borne by the participant, the same applies to all costs associated with the establishment and maintenance of an NFT wallet or a qualified settlement platform account.
- 2.2.2 The administrator is not liable for any internet connection defects or defaults of any social networks. The administrator is further not liable for any defects of the NFT consisting in blockchain malfunctions or originating elsewhere, nor for any other defective performances.

2.3 Competition Stages

- 2.3.1 The competition takes place during the competition period in 8 stages, i.e.:

- Stage 1 taking place on July 24, 2022;
- Stage 2 taking place on July 25, 2022;
- Stage 3 taking place on July 26, 2022;
- Stage 4 taking place on July 27, 2022;
- Stage 5 taking place on July 28, 2022;
- Stage 6 taking place on July 29, 2022;
- Stage 7 taking place on July 30, 2022; and
- Stage 8 taking place on July 31, 2022.

2.4 Competition Process

- 2.4.1 The participant will retweet the relevant @WLC post by <https://twitter.com/wlcma-gazine>.
- 2.4.2 The winner of the NFT will be the participant who was among the first 30 users to fulfill the conditions under clause 2.4.1. The winner will provide the administrator with their e-mail address a Twitter DM via the account <https://twitter.com/wlcma-gazine>, in order to facilitate subsequent prize distribution. The winner will receive further instructions via said e-mail, notably concerning ID of the NFT wallet.
- 2.4.3 The winner who is the first to meet the conditions per clause 2.4.1 in the stage will receive an NFT numbered 1, the second numbered 2 etc. The winner to first meet

the conditions will also receive the original women's green jersey awarded to the winners of the TdFF sprint scoring competition.

3. PROVISIONS ON PRIZES

3.1 No Cumulation & Co-Ownership of Prizes

- 3.1.1 Unless provided for otherwise (clause 2.4.3), a single winner is entitled to a single prize. A single winner withing the meaning of the preceding sentence includes any person close to the winner or living in the same household as the winner if the winner has brought them into the competition with the intention of maximizing the likelihood of their success in the competition and who might otherwise have become a winner themselves.
- 3.1.2 Only one individual can be the winner of a prize. This is not affected by any arrangement between the winner and another individual. This does not preclude the winner and another person from subsequently arranging otherwise, provided that this is not in violation of the license terms per clause 4. hereof.
- 3.1.3 A winner of one of the competition stages may not become the winner of other stages.

3.2 Non-Fungible Token

- 3.2.1 The NFT underlying asset consists in a series of 30 individual copies of illustrations created by a world-famous Czech illustrator Ilona Polanská from the Tomski&Polanski Illustration Studio, known under the stage name of Ilona Polanski (hereinafter as “illustrations” and “author”).
- 3.2.2 The author created one illustration for each competition stage.
- 3.2.3 Copyright as well as license terms to the illustration that forms part of the NFT (license) are governed by the provision of clause 4. Below.

3.3 Prizes Distribution

- 3.3.1 The results of the competition will be determined each day after the end of the relevant stage according to article 2.3.1 above. The results shall be determined by the administrator, with the administrator's records being decisive. Recording disputes shall be settled definitively by the administrator.
- 3.3.2 The winner may not claim any prize other than the prize to be distributed per the terms hereof. The administrator, however, reserves the right to substitute the prizes per the terms hereof with other prizes, in particular if performance becomes more difficult than reasonably expected.
- 3.3.3 The winner must have an NFT wallet compatible with the Solana blockchain. If the winner does not have said wallet, they are obliged to establish one without undue delay, otherwise they may not claim the prize and the administrator may offer the prize to other participants.
- 3.3.4 The NFT shall be transferred using a qualified settlement platform such as the Sol-Sea. Transaction settlement shall be executed as delivery free of payment. If the qualified settlement platform does not allow execution as delivery free of payment,

parties shall exercise all reasonable effort to settle the transaction.

3.3.5 The natural obligation to the prizes (clause 5.3 hereof) may be exercised only once.

3.3.6 If the winner alienates the NFT before the prizes are distributed, the natural obligation passes to the acquirer. For the avoidance of doubt, if the winner alienates the NFT only after the prizes had been distributed, the natural obligation does not pass to the acquirer.

4. ILLUSTRATIONS COPYRIGHT

4.1 The illustrations are a work of authorship.

4.2 The author is the executor of all personal and proprietary copyrights to the illustrations. The illustrations were created on the order of the administrator; thus they are works created on commission within the meaning of Section 61 par. 1 of the copyright act.

4.3 Given the nature of copyright as an unalienable right, the content of the NFT is a certificate of authorization to use the illustrations as an NFT underlying asset in accordance with these terms. The provision of the first sentence shall apply notwithstanding that the resulting NFT may be offered or distributed as "*proof of ownership*" or otherwise designated by a similar term in order to evidence ownership.

4.4 The author has granted the administrator a license to use the illustrations to the extent necessary to fulfill the administrator's obligations to the winners under these terms.

4.5 The proof of license to use a copy of the illustration as an underlying asset in accordance with these terms, which is contained in the NFT, is a permission to use the illustration (sub-license).

4.6 The sublicense is granted by transferring the NFT on a qualified settlement platform such as SolSea. The sublicense is non-exclusive and includes a temporally and territorially unlimited permission to use for own use, sell, lend, rent, exhibit, communicate to the public and otherwise use the illustration copy in accordance with these terms, including any processing of the illustration and its incorporation into another work of authorship. For the avoidance of doubt, the sublicense does not entail use for commercial purposes.

4.7 The author is not entitled to additional consideration in connection with the resale, reproduction or rental of the illustration copies.

4.8 In any disposition of the illustration, the winner is obliged to mention the name of the author. The winner may not take authorship of the illustrations. Breach of this clause 4.8 is a serious breach of the license conditions.

5. CONSUMER COMPETITION COMMON PROVISIONS

5.1 Neither the administrator, the author nor any other person involved in the competition shall be liable for any damages caused to participants by loss, theft or other unauthorized access to the NFT.

5.2 By participating in the competition, participants agree that the administrator is entitled to use their name, surname and incomplete address (municipality) in the media (including the Internet), promotional and advertising materials of the administrator in connection with this competition and their products and services free of charge for a period of 3 years from the

end of the competition, in accordance with the provisions of §77 et seq. of act no. 89/2012 Coll., civil code.

5.3 Natural Obligation

There is no legal claim to win or to the prize, even after the results have been announced. This is without prejudice to the rights of the participants under the consumer protection act.

6. SPECIAL PROVISIONS ON CONSUMER PROTECTION

- 6.1 The Czech Trade Inspection Authority, based at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, is competent for out-of-court settlement of consumer disputes arising from competition, available [here](#).
- 6.2 The online dispute resolution platform located [here](#) can be used to resolve disputes between the administrator and the participant from the terms hereof.
- 6.3 The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
- 6.4 Supervision over the area of personal data protection is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with the consumer protection act.
- 6.5 The participant agrees to the saving of cookies. The participant may revoke their consent to the storage of cookies at any time, provided that this does not impede the performance of their rights and obligations under these terms.
- 6.6 The parties may deliver ordinary correspondence to each other by electronic mail; the address of the administrator is weridehistory@optimistinc.net.
- 6.7 If the settlement of the transaction is subject to any tax liability, such tax liability shall be borne and paid in full by the participant.

7. PROTECTION OF PERSONAL DATA, COMMERCIAL COMMUNICATION

7.1 Information Obligation per GDPR

- 7.1.1 The administrator, as the personal data controller, processes the personal data of participants and winners necessary for the effective administration of the competition and distribution of prizes. For this purpose, the administrator collects the name, date of birth, or other data necessary to prove the identity of the participant, e-mail address, profile name on the social networks Twitter and Instagram, identifier of the NFT wallet, or other personal data obtained explicitly directly from the data subject.
- 7.1.2 Personal data is protected by software and other security mechanisms, in particular by preventing unauthorized persons from accessing administrator's servers. Personal data is under constant control to prevent misuse.

7.1.3 The administrator's employees are regularly trained to ensure correct processing procedures in accordance with directly applicable European Union regulations.

7.1.4 In addition to the administrator, personal data may also be used by its representatives, the author, their advisors and other persons, but always only for the purpose of fulfilling the obligations under these terms.

7.1.5 Participants have the right:

- to ask the administrator to explain any irregularities;
- to request the administrator to take measures to remedy the processing deficiencies identified;
- to request the correction of inaccurate or erroneous data;
- to exercise the right to be forgotten, which, however, with regard to the title of the processing, will result in the disqualification of the participant from the competition;
- to request the restriction of the processing of personal data; and
- to request the transfer of the data to another administrator, if the circumstances allow it with regard to the title of the processing.

7.1.6 The supervisory authority for personal data protection is the Office for Personal Data Protection, located at Pplk. Sochora 27, 170 00 Prague 7, Czech Republic.

7.2 Business Communication

7.2.1 All communication between the administrator and the participant, if it is in the nature of commercial communications, is governed by the act no. 480/2004 Coll., on certain information society services. In said case, the participation in the competition under these terms shall be deemed to constitute consent to the sending of business communications, since the purpose of the competition cannot be achieved otherwise than by direct communication between the administrator and the participant.

7.2.2 These terms do not create a right for the administrator to send any other commercial communications to participants unless the participant expressly consents, for example by checking a box that says "*I consent to receiving business communications*". The field must not be pre-filled (opt-out), only opt-in is allowed.