

## **MAKE A WISH RULES OF PARTICIPATION**

These present Rules of Participation (hereinafter „**Rules**”) set forth the terms of participation in the „Make Wish” competition (hereinafter „**Competition**”).

### **1. Organiser and implementer of the Competition**

The Competition is organised by **Sziget Cultural Management Limited**, (1033 Budapest, Hajógyári sziget, hrsz. 23796/58., Hungary; tax number: 26189905-2-41; registration number: 01 10-049598, hereinafter „**Organiser**”), the organiser of Sziget Festival 2025 (hereinafter „**Event**”).

By the participation in the Competition, all natural persons who participate in the Competition (hereinafter „**Competitor**”) accept these Rules and the Competition’s Privacy Notice as binding without any further legal act.

The Organiser is entitled to change these Rules at any time unilaterally without any notification.

### **2. Terms of participation**

Any individual over 18 (eighteen) years old, having full legal capacity, may participate in the Competition.

The proprietors, executive officers, employees, agents of the Organiser and direct contributors involved in Competition and their close relatives (Ptk. 8:1 § (1)) may not participate in the Competition as Competitors.

### **3. Term of the Competition**

The Competition shall be held between 12:00, December 22, 2024 and 24:00, December 24, 2024 (CET). The Organiser has the right to change the term of the Competition.

### **4. Description of the Competition**

The Organiser draws the Competitors’ attention to the Competition on its Instagram platform. All natural person participate in the Competition by describing, during the term of the Competition, his or her own wish in a comment added to the notification related to the Competition on the Organiser’s Instagram platform. If someone does not meet the requirements mentioned above can not participate in the Competition.

One Competitor is entitled to send only 1 (one) wish.

The Organiser hereby notes that any wish that contains a violent, obscene, pornographic or sexual, religious, political, hatred-inciting or otherwise offensive element, is offensive to others on the basis of ethnicity, religion, nationality, gender, political or other identity or in any way, violates the personal or intellectual property rights of others, or is of poor quality (blurred), or is inappropriate in the Organiser’s subjective judgement, will be held invalid and disqualified by the Organiser.

The Organiser excludes from the Competition whoever endangers the fair conduct of the Competition in any way.

Sending the comment containing the wish as described above is considered to be an application to participate and is also considered to be a consent to process the personal data pursuant to these Rules and the Privacy Notice, and to evaluate the wish by the jury, and the acceptance of these Rules and the Privacy Notice.

The data subject agrees, that if he or she withdraws his or her consent to process his or her data, to evaluate his or her wish, to receive the Prize during the time of the Competition or before receiving the Prize, he or she does not participate in the Competition or loses the right to get the Prize.

The wishes are evaluated by a jury that chooses the most preferred wishes. The Competitors who write the most preferred wishes (hereinafter „**Winners**”) are entitled to receive the prize (hereinafter „**Prize**”) set forth in these Rules. The jury will choose 3 (three) Winners.

The Winners will be notified by the Organiser by Instagram message.

## **5. The Prize**

The Winner is entitled to get the following Prize:

The Organiser realizes his or her wish at the Event.

**The Organiser draws attention to the fact that it does not provide any gratuitous entry tickets to the Event to the Winner!**

The Prize is not transferable to third parties. The Prize may not be exchanged for money. Neither the Winners, nor others are entitled to demand from the Organiser to exchange the Prize to money or to any other gift.

The Organiser does not provide any other gifts or prizes in the Competition.

The Organiser undertakes to pay the personal income tax directly applicable to the Prize and the amount of any additional tax or other contributions directly related to the Prize. However, other costs related to the Competition are borne by the Winner.

## **6. Receiving the Prize**

For the delivery of the Prize, the Winner shall be required to provide his or her name, email address and phone number to the Organiser within 14 days after being notified by the Organiser via Instagram message on winning the Prize. If any Winner fails to fulfil this obligation within the aforementioned time, he or she loses his or her right to receive the Prize.

The Winner must co-operate with Organiser for the receipt of the Prize, i.e. realization of the wish. The specific content of this obligation depends on the nature of the wish. The realization of the wish, as the case may be, might require the Winner to attend at the Event. In an event of this, the wish cannot be realized if the Winner is not attending at the Event.

## **7. Responsibility matters**

The Organiser reserves the right to suspend or to terminate the Competition or to exclude any offender from the Competition. In such a case, the Organiser excludes its all liability.

The Winners bear all consequences of giving incorrect personal data or if their mailboxes can not receive letters. The Organiser does not check the correctness of the aforementioned personal data. In this regard the Winners exclusively bear all responsibility and all legal and financial consequences.

The Competitors bear all consequences of giving incorrect name, email address, phone number or if their mailboxes can not receive letters. The Organiser does not check the correctness of the aforementioned personal data. In this regard the Winners exclusively bear all responsibility and all legal and financial consequences.

If the wish contains any personal data of any third person different to the Competitor, the Competitor shall obtain the permission and consent of the respective other person regarding the use, evaluation and data processing concerning the given personal data in connection with the Competition. In the event of the indication of the personal data of any third person in the wish, it shall be deemed that the Competitor has obtained any and all permission and consent for sending the wish containing the personal data of the third person and the processing of such personal data. The Organiser's liability is excluded in this regard.

The Organiser excludes responsibility for any demand for compensation or indemnification or for any cost, damage, loss incurred by the Competitor as a result of participating in the Competition. By participating in the Competition the Competitor expressly waives his or her right to have any demand relating to conducting the Competition, the Prize, the Winners, the Organiser or any other third parties.

The Organiser excludes its liability for any copyright infringement.

The Organiser shall not bear any responsibility if the webpage that contains these Rules periodically can not be found due to technical reasons during the term of the Competition. The Organiser shall not be liable for problems with the webpage and for their consequences beyond its control (for example technical problems or break-down in the internet system).

Instagram do not support this Competition in any form, it has not ordered it and does not operate the Competition.

## **8. Data processing**

**Before attending the Competition, please carefully review the Privacy Notice for the Competition, which forms Annex 1 to these Rules.**

Budapest, December 16, 2024

## **PRIVACY NOTICE CONCERNING MAKE A WISH COMPETITION**

When participating in the Make a Wish competition organized by the data controller, you necessarily provide personal data, which we will process in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: “**GDPR**”). We would like to inform you about the details of the processing of your personal data and your relevant rights.

### **1. The Controller**

**Sziget Kulturális Menedzser Iroda Zártkörűen Működő Részvénytársaság** (Sziget Cultural Management Private Company Limited by Shares, H-1033 Budapest, Hajógyári sziget hrsz. 23796/58, company registration number: 01-10-049598, tax number: 26189905-2-44, email address: [dpo@sziget.hu](mailto:dpo@sziget.hu); hereinafter referred to as “**Controller**”).

The Controller determines the categories of data, as well as the purpose, duration, and legal basis for the processing of the data required to implement the Competition and to hand over the Prizes.

### **2. The data protection officer’s contact details:**

Mailing address: H-1033 Budapest, Hajógyári-sziget hrsz: 23796/58.

Phone: +36 1 372 0664

Email: [dpo@sziget.hu](mailto:dpo@sziget.hu).

### **3. The categories of data processed, the purpose, duration and legal basis for processing:**

<b>Personal data to be processed</b>	<b>Purpose of processing</b>	<b>Duration of processing</b>	<b>Legal basis for processing</b>
Full name of Winner (surname, first name)	To identify and address the Winner.	Until withdrawal of the Winner’s consent; otherwise, this information will be deleted after the end of Sziget Festival 2025 (hereinafter “ <b>Event</b> ”).  Consent may be withdrawn at any time by sending an email to <a href="mailto:dpo@sziget.hu">dpo@sziget.hu</a> .	Consent of the Winner pursuant to Article 6(1)(a) of the GDPR
Phone number of the Winner	To discuss the realization of the wish.	Until withdrawal of the Winner’s consent; otherwise,	Consent of the Winner pursuant to

		<p>this information will be deleted after the end of the Event.</p> <p>Consent may be withdrawn at any time by sending an email to <a href="mailto:dpo@sziget.hu">dpo@sziget.hu</a>.</p>	Article 6(1)(a) of the GDPR
E-mail address of the Winner	To keep contact, discuss the realization of the wish.	<p>Until withdrawal of the Winner's consent; otherwise, this information will be deleted after the end of the Event.</p> <p>Consent may be withdrawn at any time by sending an email to <a href="mailto:dpo@sziget.hu">dpo@sziget.hu</a>.</p>	Consent of the Winner pursuant to Article 6(1)(a) of the GDPR
Other personal data, not possible to determine in advance, necessary for the realization of the wish (depending on the wish)	For the realization of the wish.	<p>Until withdrawal of the Winner's consent; otherwise, this information will be deleted after the end of the Event.</p> <p>Consent may be withdrawn at any time by sending an email to <a href="mailto:dpo@sziget.hu">dpo@sziget.hu</a>.</p>	Consent of the Winner pursuant to Article 6(1)(a) of the GDPR

#### 4. Persons with access to the Personal Data:

Personal data are processed by the employees of the Controller in order to achieve the abovementioned purpose. No personal data will be transferred to third countries or to international organisations.

#### 5. Information about consent

The disclosure of data is voluntary. You have no obligation to provide your personal data, but if you do not, you will not be able to participate in the competition. You understand that requesting erasure of your data required for handing over the Prize before the Prize is awarded may result in the loss of entitlement to the Prize.

By participating in the Competition, the Competitor consents, after having been properly informed, to the processing by the Controller of personal data provided by him or her and covered by this Privacy Notice for the purpose of implementing the Competition, awarding the Prize, managing performance of the tasks connected with the subject of the Competition. In particular, the Competitor expressly notes the entry of the personal data into the Controller's database.

## **6. Data security**

Any personal data recorded by the Controller will be processed by it in accordance with the provisions of the laws in force. The Controller warrants that all data will be processed in full compliance with the provisions of the laws in force.

The Controller will ensure the security of the personal data, implement appropriate technical and organisational measures to ensure the protection of the collected, stored and processed data, and prevent the destruction, unauthorized use, and unauthorized alteration of the data.

The Controller will prevent unauthorized access to, as well as the unauthorized disclosure, alteration or erasure of personal data.

The Controller will take all reasonable measures in order to prevent damage to or destruction of the data. The Controller will cause its employees involved in its processing activity to comply with the aforementioned obligation.

## **7. Rights, legal remedies, complaints**

Pursuant to the GDPR, the data subject may request access to the personal data and may request information about data processing (which will be provided by the Controller within no more than 1 (one) month), may request rectification of personal data or the restriction of data processing. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

If you feel that the Controller has violated any of the legal provisions applicable to data processing, please contact us first, using any of the above contact information, or at the following email address: [dpo@sziget.hu](mailto:dpo@sziget.hu). If this proves to be unsuccessful, you may initiate a proceeding with the **National Data Protection and Freedom on Information Authority** (Nemzeti Adatvédelmi és Információszabadság Hatóság, NAIH, mailing address: H-1055 Budapest, Falk Miksa utca 9-11., email: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) or seek **judicial remedy**.

The Controller does not engage in automated decision-making or profiling as part of data processing.

## **8. Liability**

The Controller will not be held liable if, at any time during the duration of the Competition, the webpage containing the present Privacy Notice becomes temporarily unavailable due to technical reasons. In addition, the Controller will not be held liable for any errors due to causes beyond its control (i.e. caused by any technical failures or outages of the Internet network) or for any resulting consequences.

Budapest, December 16, 2024