

Terms and Conditions of the Wizz Air Photo Competition

1. Organizer, Definitions

1.1. Wizz Air Hungary Ltd. ("Wizz Air"), with registered seat in Hungary, 1185, BUD International Airport, Building 221 is organizing a free photo competition with no purchase required, which is to run on Prove that people have wings! web site at www.wizzair.com/stories from November 18th, 10.00 (GMT+1) to January 6th, 14.00 (GMT+1) ("Competition").

1.2. The administrator of the Competition is Fenomem Sp. z o.o., with its registered office in Poland, Warsaw (01-523) at Śmiała 31A, registered at the District Court for Warsaw, 13th Economic Division of the National Court Register, under KRS number 0000364648, NIP number 8442333990, REGON: 200385287, referred to as the "Administrator".

1.3. Definitions

Entrant: any person entering the Competition according to the present terms and conditions.

Entry: a photo sent by an Entrant as further described in clause 4 below.

2. Theme of the Competition

The Organizer has determined the theme of the photographs. That theme is "Prove that people have wings". The concept of this theme may incorporate anything which is in connection with flying and is in line with the theme. "Flying" differs for people around the world, we look forward to receiving a wide variety of entries exhibiting these differences.

3. Entrants

3.1. Participation in the Competition is open to any person with Internet access from the countries Wizz Air flies to, but excludes members of the organizing association and their family (spouse/children) and any person who has generally helped to develop the Competition.

3.2. The Entrant and the model of the Entry (if any) must be a natural person with full legal capacity to act.

4. Entry requirements

4.1. Subject to clause 3.2, any professional or amateur photographer, regardless of age, gender, or nationality, may participate.

4.2. Entry period

November 18th, 10.00 (GMT+1) to January 6th, 14.00 (GMT+1)

4.3. Entry method

Entries will be accepted only via the Internet. Fill out the application form on the www.wizzair.com/stories website and transmit image data via the form.

4.4. Submission rules

4.4.1. Entry is limited to original works that have not formerly been displayed or exhibited and to which the Entrant holds all applicable rights. Works that have won prizes in other contests or that have been submitted to other contests currently underway are not eligible. Works that are entered in other competitions after submitting to this contest will not be eligible.

- 4.4.2. Entries for the Competition are limited to a total of 5 works per Entrant.
- 4.4.3. Entries are prohibited that include any content that is defamatory, obscene or otherwise inappropriate, in Organizer's sole judgment.
- 4.5. Submission guidelines
 - 4.5.1. Eligible Entries shall meet the following requirements: image data files created with any digital devices including smartphones, digital still cameras. Images that have been retouched using software or by other means will be accepted. Retouched photography using camera app or photo editing app is also accepted. Both color and monochrome images will be accepted.
 - 4.5.2. Any entries taken on film or scans of photographs taken by film cameras are not eligible.
 - 4.5.3. File size: up to 12 MB per work.
 - 4.5.4. File format: the longer edge of the picture sized 4500-6000 px, JPG format.
 - 4.5.5. Information is required on where the photograph was taken (country, city).
 - 4.5.6. Inclusion of a "story connected with the photograph" (e.g. in what circumstances it was taken, what emotions are connected with it) is required.
 - 4.5.7. Photographs can be uploaded multiple times during one session.
- 4.6. Application

After carefully reading all the information on the web page, click the "Submit my entry" button at the bottom, fill out the entry form, upload your work and submit.

5. Judging

- 5.1. The Entries will be judged on an ongoing basis. The Organizer reserves the right to choose any number of Entries, but no more than 100. Only one photograph can be chosen from a single Entrant.

The panel of experts (jury) selected by the Organizer will be collectively selecting winners on an ongoing basis.

The jury is comprising of: Head of Marketing, as well as Marketing and Communication professionals at Wizz Air.
- 5.2. When selecting the best Entries, the jury decides at its own discretion by following their own opinions, taking into account the Entries' artistic value and usefulness.
- 5.3. The jury's decisions are final.
- 5.4. The Organizer will not return photographs submitted for the Competition.

6. Awards

- 6.1. The Competition has the following prizes for each Entries chosen:

The Photographer: a value voucher for services of the Organizer with the value of 100 Euro, to be used through wizzair.com.

Model: a value voucher for services of the Organizer with the value of 50 euro, to be used through wizzair.com.
- 6.2. To the redemption of the vouchers on wizzair.com, the value voucher terms and conditions apply (http://wizzair.com/en-GB/useful_information/Voucher_conditions)

7. Notification to Winners

- 7.1. The winners will be notified by the Administrator on the Organizer's behalf through email upon the decision is made, but not later than within 5 days of the closing of the Competition.
- 7.2. Winners are requested to review the documents sent to them separately via email from the Administrator and, in the event they accept the terms and conditions, to fill out the required items, sign the form and deliver them to the Administrator either by mail or through

electronic means on or before the date stated in the documents. Winners may be contacted by telephone should the Administrator or Organizer deem it necessary to confirm any of the information provided.

- 7.3. Please note that failure to respond within 7 days of the date on which the Administrator sends the notification email, whether due to server malfunction or any other cause, will result in disqualification. Entrants should therefore notify the Administrator of any changes to their email addresses using the entry page on this website. The Administrator does not accept liability for any disadvantages that may arise as the result of inability to receive email.
- 7.4. When the prizes are awarded, the Administrator reserves the right to carry out all necessary checks to ensure that the winner meets the requirements of these terms and conditions.
- 7.5. The value vouchers will be sent by the Organizer within 10 days after the receipt of signed documents referred in clause 7.2.
- 7.6. If a winner does not meet the requirements, it will result in disqualification.
- 7.7. Email messages will not be sent to non-winners.
- 7.8. Only one prize is awarded to one winner (as photographer or model, as the case may be).

8. Intellectual Property Rights and the Organizer's rights

- 8.1. An Entrant must hold, and affirm that Entrant holds, all rights to the photograph(s) submitted; those that violate or infringe upon another person's copyright or license are not eligible.
- 8.2. Entrant affirms that he/she has received verbal consent from all subjects depicted in the photograph, or from their legal guardian(s) if the subject(s) are less than eighteen years old, and that Entrant has no reason to believe the subject(s) would object to the entry of the photograph in the Competition nor to Organizer's use of the photograph as described in this terms and conditions. The Organizer assumes that subjects depicted in the photograph have waived all their right in relation to the use of their image by the Organizer as specified in these terms and conditions.
- 8.3. By entering the Competition, each of the Entrant grants the Organizer a royalty-free, irrevocable, worldwide exclusive license for a 5 (five) years period to use, reproduce, distribute, display and create derivative works of the Entries (with or without a name credit), in whole or in part, for any purpose (including but not limited to commercial purposes), in connection with the Competition and promotion of the Competition or otherwise, in any media now or hereafter known; including but not limited to:
 - a) creating copies of the Entry through a specified technique, including printing, reprography, magnetic storage and digitally;
 - b) recording and reproducing through all techniques;
 - c) circulating domestically and abroad;
 - d) circulating, granting the use of or renting the original or copies of the Entry;
 - e) storing in computer memory
 - f) publishing the photographs with the image of the model in printed media;
 - g) publishing the image on the websites of internet services, in particular on the Competition Website;
 - h) publishing the photograph in electronic, spoken and digital editions of magazines;
 - i) using the photograph in advertising and promotions;
 - j) in the Organizer's business activities, on internet services, in particular in advertising in the press, radio, television, the internet, on billboards, outdoor

and on any and all internet websites and domains, in mobile services, on promotional and advertising gadgets and other forms of promotion;

- k) public performance, exhibition, projection, reproduction and broadcasting and re-broadcasting, as well as public sharing of the photograph in a way that allows everybody to access it in the place and time chosen by them.

8.4. The Organizer will not be required to pay any additional consideration or seek any additional approval in connection with authorized uses. Entrants consent to the Organizer doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their Entries. Display or publication of any Entry on the Organizer's website does not indicate the Entrant will be selected as a winner.

8.5. Use of the Entry can also take place in any and all forms and any and all graphic settings and in combination with other works, images and elements, as well as in the form of a collection of images or a collection of covers.

9. Data protection

9.1. A person who takes part in the Competition agrees and grants to the Organizer the unrestricted right, without any additional approval or consideration, to use and publish their first name, surname and photo on www.wizzair.com/stories, make their name and image attached to the Entry public and gives permission to use their names and image for publicity (including, but not limited to promotional usage on Wizz Air's website wizzair.com and in banners displayed on other websites by engagement with Wizz Air) at the very moment of submitting an Entry.

9.2. The Organizer declares that the model's and the photographer's personal data including: first and last name, mobile or land line number, address, email address, will be processed by the Administrator in accordance with the Organizer's instructions for the purposes of this Competition and for marketing purposes.

9.3. By making an entry, participants (including the models of the photograph) give, on the basis of sufficient information on data processing herein, voluntary and express consent to the Organizer processing his/her personal data submitted by the participant for the purposes of participating in the Competition as described herein, including verification of eligibility and providing the prizes to winners in accordance and pursuant to these terms and conditions. Personal data provided will not be transferred to any third parties besides the Organizer. Personal data, without prejudice to the licenses and permission granted hereunder, will be stored until the statutory time limit to enforce any claims in relation to the data processing purposes herein. Personal data may be disclosed to personnel participating in organizing the Competition and the relevant technical staff. Rights and remedies relating to data processing are governed by Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information ("Hungarian Data Protection Act"). In light of the foregoing, participants may request information on the data processing, and may request the correction, blocking or deletion of their personal data. In cases set out in paragraph 21 of the Hungarian Data Protection Act, participants may object the processing of his/her personal data. In case of breach of their rights, participants may seek remedy before the Hungarian Authority of Data Protection and Freedom of Information ("Nemzeti Adatvédelmi és Információszabadság Hatóság") (H-1125 Budapest, Szilágyi Erzsébet fasot 22/C; T: +36-1-391-1400; facsimile: +36-1-391-1410; e-mail: ugyfelszolgalat@naih.hu) or the competent courts.

10. Limitation of Liability

10.1. By entering this Competition, all entrants agree to release, discharge, and hold harmless the Organizer and its partners, affiliates, parents, subsidiaries, agents and all of their employees, officers, directors, agents and representatives from any and all claims,

losses, and damages arising out of their participation in this Competition or any Competition -related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

- 10.2. The Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Competition Entries or entry forms; or alteration of Entries or entry forms. The Organizer is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Competition.

11. Disputes

Entrants agree that this Competition shall be subject to and governed by the laws of Hungary, and the forum for any dispute shall be the competent Hungarian court. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Competition are hereby excluded and any entrant expressly waives any and all such rights.

12. Final provisions

- 12.1. The model and the photographer participating in the Competition:
- declare that they accept these Terms and Conditions;
- consent to the processing of their personal data for the purposes of the Competition.
- 12.2. The Organizer does not reimburse the models and the photographers for any costs related to their participation in the Competition.
- 12.3. The photographer and the model are required to irrevocably, unconditionally and at the first request indemnify the Organizer in full against any obligations that might be imposed on the Organizer, also through a non-binding ruling, for any violation of the rights of third parties, including copyright and moral rights.
- 12.4. These terms and conditions constitute the sole document that sets forth the terms and conditions of the Competition.
- 12.5. In the case of any doubts concerning the application of these terms and conditions, the Organizer has the right to issue a binding interpretation of its provisions.
- 12.6. Promotional and advertising material on the Competition is for information purposes only. Only the provisions of these terms and conditions are legally binding.
- 12.7. Wizz Air reserves the right to amend or alter the terms and conditions of Competition or withdraw the Competition at any time and reject Entries from Entrants not entering into the spirit of the Competition.