

FISHINDA CHRISTMAS GAME

GAME RULES

1 Name and organizer of the game:

The name of the promotional game is: " FISHINDA CHRISTMAS GAME" (hereinafter referred to as the "Game").

Organizer of the Game: FISHINDA Ltd.; Headquarters: 8096 Sukoró, Hungary, Páfrány köz 11.; Company Registration Number: 07-09-027623; Tax Number: 25850895-1-07 (hereinafter referred to as the "Organizer").

2 Persons involved in and excluded from the Game:

Any natural person can participate in the Game, who is at least 18 years old (hereinafter: Player). Parental consent is required for participants under the age of 18 to get engaged in the game.

Excluded from the Game:

- the organizer's senior officers, employees and relatives of the persons listed here;
- companies, persons or groups involved in the execution of the Game; their senior officers, employees, and agents involved in the management process, as well as the relatives of those listed herein;
- persons who have behaved in any manner incompatible with the spirit of the prize games announced by the Organizer, and are therefore in any way incompatible or insulting and are therefore excluded by the Organizer from all of his prize games.

3 Duration of the Game:

The Game runs from 00.01 AM 03.12.2018. until 23.59 PM 23.12.2018. The deadline for downloading, registering and posting in the Fishinda mobile application is 23.59 PM on 23.12.2018. Applications submitted before and after the duration of the Game will not participate in the Game.

4 Procedure of winning the competition:

You can play the Game as follows:

In the FISHINDA mobile application operated by the Organizer, players must upload a so- called catch. Regarding the rules of the Game, the date of uploaded catch can be earlier than the start date of the prize game. The steps are the following:

a) Download the FISHINDA application

- The player can download the app called Fishinda to its mobile phone from APPLE STORE or GOOGLE PLAY STORE.
- Download and usage of the application is free of charge.

b) Registerate

- After downloading the **application**, an email address and password, or a Facebook login is required.
- A valid email address or Facebook account is needed for registration in the application.
- During registration with e-mail, the application sends the activation link needed to complete the registration to the provided e-mail address.

- Clicking on the link completes the registration and the user account becomes active
- After the activation Players become able to upload the catches.
- During registration, players become full users of the Fishinda application and will accept the Terms and Conditions as well as the Privacy Policy.
- In accordance with the 2016/679 "GDPR" Regulation of the European Parliament and Council (EU), the user accepts the data management rules of the application - including profile creation, and agrees that his / her personal data will be handed over to a third party (Attadev Digital Kft.) by the Organizer, and also expresses his / her intention to participate in the Game.

c) Upload the catch

- After the application has been opened, pressing the „Record new catch” button will allow the player to upload a photo taken during angling, and to enter the required data (date, fish, weight, size, fishing water).
- The Player agrees to upload only self-made photos and agrees that the information provided for the catch is correct.
- Uploading a photo of a stranger implies exclusion from the Game and deletion from the application.

d) Validation of the catch

- After completing the catch data, pressing the "OK" button finalizes the application and the participation in the Game.
- Players, who want to participate and win the Game must not cancel the application and the uploaded catch until 23.12.2018. Catch data can be modified by the player during the Game under the terms specified in the app.
- The validated catch post is publicly displayed in the app and Fishinda.com.

One person can apply several times with several different uploaded catches in case that each upload meets the conditions of the Game.

The Organizer excludes all liability in case of external attack affecting the FISHINDA application and website, or the operating server. Therefore, if the attack affecting the application, the website or the server causes players to receive incorrect system messages for their winning / non-winning status, etc., then the Organizer shall not assume any liability for such cases.

Occasionally, for some reason, the Organizer's server can not receive incoming applications. In this case, the registration must be repeated at a later date. By accepting the terms of the Game, the Player acknowledges that Game content, performance, message-, data-, and response speed are functions of cellular, server, and client technology and may be adversely affected by network or server error and other factors outside the Organizer such as (but not limited to) mail server performance and potential failure and maintaining a secure network connection. For these cases the Organizer is not responsible.

The Organizer does not assume responsibility in cases when registration is not received (on time) by the failure of the internet service provider, or when for reasons outside the parties, the internet service is not available or the registration can not be performed.

The Organizer reserves the right to exclude from the Game those registrations and registrants, which do not comply with the terms of this Policy. In addition, the Organizer reserves the right to exclude Players or applications from the current Game and all future promotions, prizes and games in cases when any suspicion arises in connection to manipulation from the side of the Player or any other parties, or incompatibility or insulting behaviour in any way with the spirit of the Game (eg.: fraud / forgery, manipulation / automation of voting) arises. As a result of the exclusion, the excluded person is not entitled to validate any claim against the Organizer.

5 Determination of winners

The weekly winners are determined among the Players participating in the so-called "FISHINDA WINTER CHALLENGE" Game. The "Winning Moments" will be determined with seconds accuracy and preliminary draw at 10:00 AM on 01.12.2018. at the Organizer's premises. The duration of the Game is a total of three (3) weeks. Each week one Winning Moment (a total of 3 Winning Moments) is defined.

The "Winning Moments" are determined by machine draw.

"Winning moments" are not public before the determination of the winner.

The weekly winnings related to "Winning Moment" will be won by the participant whose uploaded catch is at or is the closest to the weekly "Winning Moment".

The winner's substitutes are also determined based on the current "Winning Moment", ie if the main winner for any reason has failed, then the new winner becomes the applicant whose upload is at the second closest time to the "Winning Moment". If the first substitute likewise is unauthorized to the prize, it is replaced by the second substitute, who in the event of a failure is followed by the next substitute.

The substitute becomes entitled to the prize if:

- the winner deletes the FISHINDA application from its phone, or deletes its uploaded catch from the application during the game period.
- the Managing Agency does not reach the winner after the lottery at the provided registration email address despite multiple attempts (2 emails),
- the winner is already entitled to another prize during the draw (one person is entitled to one prize),
- the invalidity of the winning catch is confirmed after the draw.

In addition to the winners of the "Winning Moments", the organizers will also hand out a **Special Prize** for that uploaded photo, which received the most likes. Special Prize winners are selected by the Organizer's representatives.

The Organizer will notify the winning Players by email or Facebook message within 10 workdays after the game being closed.

The prizes can not be exchanged for cash or other prizes.

The Player receiving the prize is entitled to warranty claim and claim for damages in connection to the prize within legal frameworks against the manufacturer / distributor of the prize, or the service provider. The Organizer, except in the case of intentional and gross negligence, explicitly excludes any liability for any damages suffered by the Player during the actions of receiving or using the Prize.

The Organizer excludes any liability for disputes relating to ownership of the uploaded photos and applications.

6 Prizes

Weekly prizes: 3 x Lucky Laker fish finder

Special Prize: 1 year Fishinda Extra subscription

<https://fishinda.com/hu/extra/>

During the specified time period (see chapter 4) all applications which are valid and compliant with the conditions of participation in the Game take part in the Game.

7 Checking the eligibility and receipt of the prize

If requested by the Organizer, the winner must send the photo uploaded in the original application along with his name, address and telephone number by e-mail with the subject of "**FISHINDA CHRISTMAS GAME**" within 10 days of the notification to info@fishinda.com. Other modes of submissions are not accepted by the Organizer. Upon receipt of the response, the Organizer verifies the authenticity of the application. The prizes will then be mailed or offered to personal receipt.

Any form of falsified or manipulated images and data submitted to the app will be void and can not be used in the game. In case of any dispute concerning the validity of the data uploaded to the app, and any issues that are not regulated by the Game in these points, the Organizer's decision shall prevail. The Organizer excludes any liability for disputes arising out of the ownership of photos uploaded to the app.

Takeover of prizes are a subject to the certification of the identity of the registered and drawn winner.

Winners must cooperate with the Organizer in order to transfer the prizes no later than 60 days after the notification of the Player. If the winner fails to fulfill this obligation of cooperation, and thus the prize fails to deliver in a timely manner, then the Organizer is not liable for in case. The Organizer ensures the opportunity to receive the prizes within this time limit, but the takeover time of the prize can not be extended, so the failure to take over the prize involves the Player's loss of rights.

If the Player is considered to be a person with legally limited capacity, he or she shall be entitled to receive the prize only with his / her legal representative or guardian. In the case of an winner with legally limited capacity, only the legal representative or guardian of the winner will be entitled to the substantive management and the receipt of the prize.

8 Tax Issues

Any tax consequences of the prize shall be worn by the Organizer.

The winner is obliged to provide any information that is indispensable or facilitating the tax administration, or to provide a statement, as necessary.

The method of obtaining the prize is confirmed by the acknowledgment of receipt, no separate document will be issued.

9 Data management

The Player agrees to upload the application to the Organizer for the purposes of running the Game, to use and manage the personal data it has provided. Data management is performed by the Organizer as a data controller and data processor. The Organizer shall treat the personal data in a confidential manner in accordance with the provisions of the law.

Participants, by participating in the Game, agree to:

A) Organizer uses the personal information and personal information of the players free of charge for the purposes of the Game (name, surname, telephone, e-mail address);

B) the Organizer will use this information to send direct marketing material for products distributed by Organizer, provided that the Player has specifically consented to it.

C) the Organizer reserves the right to publish, distribute or distribute the prizes in a public program, or to disclose the name and image of the winners in the media and other promotional and advertising purposes in audio, photo and video material without any remuneration.

D) in case of winning, its name and its application may be disclosed by the Organizer on the Games web site and in the application.

The provision of data is voluntary, based on the consent of the Player and the granting of his / her personal data during registration as specified in the Application Rules. The Organizer does not forward the data to third parties.

The participant may withdraw at any time and request the deletion of his / her data and the participant may request the modification, correction of additional information about the stored personal data (the data he handles, the purpose of the data management, legal basis, duration and data management) at info@fishinda.com.

In case of request for deletion of personal data, the participant's personal data will be deleted from the database. In this case, there is no way to participate in the Game.

10 Miscellaneous provisions

Participants will automatically accept the official game rules by participating.

Participants can write to info@fishinda.com customer service email address for more information about the Game and the Prizes, including detailed Game Rules.

Budapest, Hungary 01.12.2018.

FISHINDA Ltd.
Organizer