

Terms and conditions

‘FairyTrees2024’ - INSTAGRAM

§ 1. General provisions

1. The organiser of the promotional event is JKB GROUP SP. Z O. O., UL. BOCZNA 4A, 66-016 CZERWIŃSK (POLAND), VAT number: 9731064410, REGON: 383330918, KRS: 00 01023240, VAT EU: DE 341176815, contact@fairytrees.eu, +49 6196 97 276 16.
2. The competition is taking place on Instagram on the profile at <https://www.instagram.com/fairytreesde>.
3. The technical processing and selection of the competition winners will be carried out by the organiser.
4. The competition will take place from 06/12/2024 (from the time of publication of the competition post) until 06/01/2025.
5. This promotion is not a game of chance.
6. The competition is not sponsored, managed or organised by the Instagram website. The Instagram website is not responsible for the competition. All questions, comments and complaints related to the competition should be addressed to the organiser and not to the Instagram portal.
7. The organiser jointly and severally undertakes to indemnify the Instagram portal against any participant who asserts a claim against the Instagram portal in connection with this competition.
8. Reading and accepting the terms and conditions is a prerequisite for participating in the promotion. By participating in the promotion, the participant is deemed to accept the terms and conditions.

§ 2. Participants in the competition

1. The competition is open to any natural person who:
 - a) is resident in the territory of the European Union,
 - b) is of legal age or has the consent of their legal guardian to participate in the competition,
 - c) has no personal, capital or organisational relationship with the organiser,
 - d) has purchased a Fairytrees Christmas tree in the past,
 - e) has a public account on Instagram
 - f) has read the rules of the competition and accepts its provisions,
 - g) has completed the competition task.
2. Failure to meet any of the conditions set out in paragraph 1, points 1 - 5 will result in the participant being disqualified from the competition and, if these circumstances are discovered later, even after the date of the award ceremony, the right to reclaim the prize.

§ 3. Competition task and prizes

1. The competition task is to publish a handmade photo or short film (reel, story) on the participant's private profile on Instagram showing the participant, a family member or an animal with a Fairytrees Christmas tree. The photo/reel must be tagged with the hashtag #fairytrees2024 and @fairytreesde. Participants must also post the answer to the question 'What is your favourite memory with a Christmas tree in the background?' under the post that provides information about the competition on the FairyTrees profile on Instagram, which will be published on 1 December 2024. The final condition for entering the competition is to follow the @fairytreesde page.
2. The organiser will select the three photos that best answer the question and will reward each of their authors according to the place achieved:

- first place: €1,000

- second place: €500

- third place: €300

§ 4. Rules of the competition

1. The winners will be notified of their win by 24/01/2025 in a private message on Instagram. As a condition of receiving the prize, a private message with the winner's name, postal address (street, house number, postcode, city) and bank details must be returned by 28/01/2025. The prizes will be sent to the winners by bank transfer by 28 February 2025.
2. The Organiser reserves the right not to object to the selection of photos.
3. The correct completion of the Contest Task is tantamount to the Entrant's acceptance of the provisions of the Regulations without the need for separate statements in this regard, and is tantamount to the Participant (and in the case of a Participant who is a minor or does not have full legal capacity - by his/her legal representative) making the following statements and commitments:
 - The Competition Task is a manifestation of the Participant's individual and original creation,
 - The Participant owns all rights to the submitted work and these rights are in no way limited or encumbered in favour of third parties. The Competition Task represents solely the Participant's person and the Participant consents to the dissemination of his/her image for purposes related to the Competition. In the event that the Competition Task contains images of other persons, they have given the Participant their express permission to use their image for purposes connected with the Competition.
 - JKB GROUP'S use of the Competition Task in accordance with the Competition Rules will not jeopardise or violate anyone's rights, goods, or secrets protected by law.
 - The Participant accepts that the Competition Task may be used to advertise the Fairytrees brand in any media and medium (to the extent covered by the licence

referred to below). The Participant grants JKB GROUP a non-exclusive licence to use the Competition Task in connection with the Competition. The licence is granted without territorial limitation, for a period of 5 years from the posting of the Competition Task on Instagram in respect of the copyright rights for the use of the Competition Task in connection with the Competition. The licence is granted in the fields of marketing of public exhibition, reproduction, display, broadcasting, re-broadcasting, making available in a chosen place and time (on the Internet), use of the Competition Task in a promotional or advertising capacity and permission to create and exploit elaborations of the Competition Task, combining it with other goods.

- JKB GROUP is entitled to grant sub-licences.
- The Entrant undertakes not to exercise his/her moral rights against JKB GROUP in relation to the Competition Task.
- JKB GROUP may call upon the winner to conclude an appropriate agreement in writing to transfer the rights to the Competition Task.
- The Organiser reserves the right to remove and not include in the Competition Tasks:

- that do not comply with the Instagram Terms of Service,

- not meeting the criteria set out in the Rules or submitted in violation of the Rules,

- contains content, which is immoral, immoral, offensive or in breach of the law the applicable provisions of law,

- violate the rights, in particular the copyrights or personal rights of third parties, including the unlawful use of images of third parties,

- contain logos or content of an advertising nature regarding any goods or services other than Fairytrees.

§ 5. Complaints.

1. Complaints regarding the Promotion can be sent to the following e-mail address: sekretariat@jkb-group.com.
2. The organiser undertakes to process each complaint immediately, no later than within 14 calendar days from the date of its receipt. Otherwise, the organiser shall be deemed to have acknowledged the declaration or request as justified.

§ 6. Out-of-court complaint handling and redress procedures

1. The Organiser would like to inform you that out-of-court complaint handling and redress procedures can be used. They can be used on a voluntary basis and only if both parties to the dispute agree to it.
2. Detailed information on consumer dispute resolution, including the possibility for the Consumer to use out-of-court complaint handling, redress, and the rules of access to these procedures is available at the offices and on the websites of county (municipal) consumer advocates, Voivodship Inspectorates of Trade Inspection in Poland.
3. According to article 14, paragraph. 1-2 of Regulation of the European Parliament and of the Council (EU) No 524/2013 from 21 May 2013, we commit ourselves to placing information on the ODR platform. Online Dispute Resolution is intended to facilitate an independent, non-judicial settlement of disputes between consumers and traders through the Internet. These disputes relate to contractual obligations arising from online sales or service contracts concluded between consumers living in the Union and traders established in the Union.
4. The Consumer who would like to take advantage of the possibility of an amicable resolution to disputes concerning online purchases may submit a complaint, for example, via the EU's Internet ODR platform which is available at: <http://ec.europa.eu/consumers/odr/>.

§ 7. Protection of personal information

1. The Organiser collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy.
2. Additional explanations regarding the protection of personal data are contained in the “Privacy Policy”. <https://fairytrees.eu/privacy-and-cookies/>.

§ 8. Final Provisions

1. These Terms and Conditions will be governed by the law of the Republic of Poland. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods.
2. The choice of law made by the parties shall not have the result of depriving the consumer of the protection guaranteed to him by the mandatory rules of the law of the country in which he has his habitual residence in the EU.
3. In matters not regulated in these Terms and Conditions, the provisions of general Polish and EU laws shall apply.
4. The organiser reserves the right to extend the validity of the promotion.