

TERMS AND CONDITIONS OF THE CONTEST

“Win a Family Stay at Western Camp Resort during Winter Kingdom”
on Instagram

§ 1 General Provisions

1. The Organizer of the Contest is MG Goczał sp. z o.o., with its registered office in Zator, address: ul. Oświęcimska 35, 32-640 Zator, entered into the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number: 0000970405, NIP: 5492467107, REGON: 521948419, share capital of PLN 100,000.00, e-mail: recepcja@westerncamp.pl, tel.: +48 33 482 03 80, Instagram: @western_camp_resort.
2. The Contest is organized on Instagram under the rules defined in these Terms and Conditions, in compliance with generally applicable laws and Instagram's terms of service. Participation in the Contest constitutes acknowledgment and acceptance of these Terms and Conditions.
3. The Contest starts on 14 November 2025 at 12:00 and ends on 24 November 2025 at 23:59.

§ 2 Contest Rules

1. Participation in the Contest is voluntary and free of charge.
2. Any natural person who has an account on Instagram or Facebook and has a delivery address within the territory of the Republic of Poland may participate in the Contest, provided they complete the contest task during the Contest period.
3. A person with limited legal capacity may participate in the Contest only with the consent and under the supervision of their legal guardian.
4. The Participant must complete the following contest task:
 - a) follow the Instagram profile @western_camp_resort;
 - b) post a comment under the Organizer's contest post published on the Instagram profile @western_camp_resort, containing:
 - tags of 2 (two) other Instagram users using “@”;
 - an answer to the question: “What makes a winter trip truly special for you?”
 - c) share the contest post on their Instagram Story and tag the profile @western_camp_resort.
5. Only Participants who complete **all** elements of the contest task within the Contest period will be considered.
6. Each Participant may enter the Contest **only once**.

7. The Organizer reserves the right to exclude contest entries that:
 - a) were submitted from fake accounts, including those created solely for the purpose of the Contest;
 - b) violate these Terms and Conditions or Instagram's policies;
 - c) contain language commonly considered offensive, promote racial or ethnic hatred, discrimination, or otherwise infringe upon the personal rights of third parties or the Organizer.

§ 3 Winner Selection and Prize

1. The Organizer appoints a Contest Committee composed of at least two people. The Committee is responsible for supervising the proper conduct of the Contest, making decisions in all matters related to the Contest, and selecting the Participant who will be awarded the prize. The Committee's decisions are final, without prejudice to Participants' rights arising under applicable law.
2. After the Contest ends, the Contest Committee will evaluate the entries for compliance with these Terms and Conditions. From among the compliant entries, the Committee will select the most original and creative answer, whose author will receive the prize.
3. The prize in the Contest is a voucher for an overnight stay at Western Camp Resort in the Sheriff's Cabin or in a Houseboat for 4 people with breakfast, and 4 regular tickets to Energylandia Amusement Park, with a total value of PLN 1856 (one thousand eight hundred fifty-six zlotys 00/100), to be used by 8 February 2026 in accordance with the opening calendar of Western Camp Resort and Energylandia.
4. Only **one** prize will be awarded.
5. The prize cannot be exchanged for cash.
6. The prize is exempt from personal income tax under Article 21(1)(68) of the Personal Income Tax Act of 26 July 1991 (consolidated text: Journal of Laws 2024, item 226, as amended).
7. Participants will be informed of the Contest results through the publication of the winner's profile name on the Instagram Story of @western_camp_resort no later than 26 November 2025. The Winner will also be notified via a private Instagram message sent from the profile @western_camp_resort.
8. To receive the prize, the Winner must, within 7 days from the date the Organizer sends the notification mentioned above, send an e-mail to marketing@westerncamp.pl providing the information necessary for prize delivery, including name, surname, e-mail address, and a correspondence address within the Republic of Poland (if the Participant chooses postal delivery), or a declaration of their intention to collect the prize in person.

9. If the Winner fails to provide the required data within the specified timeframe, the Contest Committee will select another Participant to receive the prize.
10. The Organizer is not responsible for failure to deliver the prize if this results solely from the Participant's failure to provide necessary data or from providing incorrect or incomplete information.
11. The Organizer is the prize provider.
12. The Organizer covers all costs related to awarding the prize.

§ 4 Rights to Contest Submissions

1. The Participant ensures that the submitted contest task (comment content) does not infringe any rights of third parties or the Organizer, in particular economic or moral copyright or personal rights.
2. The Participant declares that they hold exclusive and unrestricted copyright to their contest task, that the work is free of third-party rights, and that it has not been previously published.
3. Pursuant to Article 921 § 3 of the Civil Code, upon awarding the prize, the Organizer acquires a non-exclusive license to the winning contest entry, without time or territorial limitations. The Winner grants the Organizer a non-exclusive license to the work in the following fields of exploitation:
 - a) fixation and reproduction – producing copies by printing, reprography, magnetic recording, or digital techniques;
 - b) trading the original or copies on which the work is fixed – placing into circulation, lending, or leasing;
 - c) dissemination – public performance, exhibition, display, playback, broadcasting, rebroadcasting, and making the work publicly available in such a way that anyone can access it at a time and place of their choosing, including storing it on a computer or in telecommunications and IT networks.

§ 5 Personal Data Protection

1. The personal data controller of Contest Participants is the Organizer. Contact with the Organizer is possible by mail sent to ul. Oświęcimska 35, 32-640 Zator or via e-mail at recepcja@westerncamp.pl.
2. The data controller processes Participants' personal data to the extent and for the purpose necessary to conduct the Contest, select the winner, and in the case of the winner, to notify them of the prize and deliver the prize.
3. Providing identification and address data is voluntary but necessary for prize delivery.

4. Personal data will be stored for the duration of the Contest and thereafter until the expiration of any potential claims or the lapse of data retention obligations under applicable law, but no longer than 5 years from the end of the calendar year in which the Contest was conducted.
5. Participants have the right to access their data and obtain a copy, the right to rectify, delete, or limit processing, the right to object to processing, the right to data portability, and the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office.
6. Participants' data may be transferred to the Organizer's partners, including postal service providers, accounting and tax service providers, and public authorities under applicable law.
7. Personal data is not processed automatically nor subject to profiling.

§ 6 Final Provisions and Technical Information

1. These Terms and Conditions do not constitute a cash lottery, goods raffle, promotional lottery, game of chance, or betting activity within the meaning of Article 2 of the Act of 19 November 2009 on Gambling (consolidated text: Journal of Laws 2023, item 227, as amended).
2. The Contest constitutes a public promise by the Organizer within the meaning of Article 919 of the Civil Code of 23 April 1964 (consolidated text: Journal of Laws 2022, item 1360, as amended).
3. The Contest is not organized, sponsored, administered, or endorsed by Instagram.
4. The Organizer is solely responsible for conducting the Contest, and Participants agree to release Instagram from any liability arising in connection with the Contest.
5. Any amendment to these Terms and Conditions requires publication and informing Participants thereof. Amendments may be made only to ensure compliance with applicable law.
6. The Contest Terms and Conditions are available during the Contest period at <https://westerncamp.pl/> and at the Organizer's office.
7. These Terms and Conditions enter into force on 13 November 2025.