

Contest rules & conditions

1. Organizer: 11 bit studios S.A., ul. Brzeska 2, 03-737 Warsaw, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, Poland, 14th Commercial Division of the National Court Register under the KRS No. 0000350888, Tax ID No (NIP): 1182017282 and with a share capital of PLN 238.014,40 (referred to throughout these terms as the “Organiser”, “we”, “us” and “our”).

2. Competition Description. You may enter the competition by completing the task: “Please post your best screenshots from The Invincible! Use the hashtag #TheInvincibleScreenShot.” This has to be an original entry. We will pick the most creative and unique entries and award them.

3. Prize(s).

- The Invincible Displate metal poster

4. Competition Duration and Deadline. The Competition begins on November 10, 2023, and will end on November 20, 2023 . All competition entries must be received by the Organiser by the end of the Closing Date to be valid. At any time with no reason, Organizer may withdraw from organizing the Competition without awarding any prize or awarding only some of the Prizes.

5. Eligibility. You must be aged 18 or over at the time of entry in order to enter this competition. No purchase is necessary. You must enter the competition yourself and your entry must be provided in the English language. You must comply with the laws that apply to you in the location where you access the competition from. If any laws applicable to you restrict or prohibit you from entering the competition, you must comply with those legal restrictions or, if applicable, refrain from entering the competition.

6. Additional requirements: You understand and agree that all of the information which you provide to us in connection with this competition shall be and shall remain complete and accurate. You understand and agree that your entry will not contain anything (i) that is or could reasonably be viewed as harmful, harassing, defamatory, libelous, obscene, or invasive of another’s privacy; or (ii) which you do not have a right to make available lawfully (including any

material which infringes the rights of any other or requires the prior authorization of any other), e.g. your entry must be your own original idea, with no rights belonging to any third party.

7. Prize conditions. Prizes are not negotiable, exchangeable, transferable, and have no cash alternative. The winner(s) will be contacted via Twitter/Facebook/Steam forum instant messaging and announced on the 11 bit studios social media accounts within one week of the Closing Date, to which the contestant agrees. The winner(s) will have seven (7) days to confirm whether they accept the prize and to provide a postal address to which the prize(s) will be sent (if applicable) and/or the Steam account the prize will be awarded to (in case of digital game codes prizes) or any additional data that may be required for the purpose of meeting legal and tax requirements. If the winner(s) fails to contact us within that deadline or provide the required data or refuses to accept the prize, we retain the right to award such prize to another runner(s) or to refrain from awarding this particular prize.

8. Excluded participants and entries. Employees of the Organisers, its holding or subsidiary companies, its agents or suppliers, or anyone else professionally connected with the competition, or members of their families or households are not allowed to participate in the Competition. Entries that: are automatically created by a computer or bot or script or other automated technology, created in bulk, fraudulent, have been altered or forged or tampered with, made on behalf of another person, or made by hacking, cheating, or deception, which are racist, xenophobic, sexist, defamatory or otherwise offensive, illegal or which generally are inappropriate to admit or contrary to these terms and conditions, will not be admitted.

9. Selection of winners. The winner(s) will be selected by a panel of judges at judges' sole discretion based on creativity, originality, and the highest quality. The decision of the panel is final.

10. Ownership of competition entries and intellectual property or other rights: The Organiser does not claim any rights of ownership in your competition entry. By submitting your entry you waive confidentiality of your entry as well as, grant us a non-exclusive, worldwide, royalty-free, and irrevocable right to use, display, publish, transmit, copy, edit, alter, store, re-format, and sub-license the competition entry and any other accompanying materials for our marketing or other commercial purposes. If a competition entry contains your personal image, you grant us free of charge authorization to use and disseminate it for the same purposes.

11. Data protection: You acknowledge that we will process your personal data as a data controller in connection with the Competition. Brief information on this can be found below, whereas a more detailed description of how we handle personal data is included in [11 bit studios S.A. Privacy Policy](#) and [information on data protection](#). Your personal data will be processed for the purpose of: (i) the performance of the Competition in accordance with these terms and conditions, in particular, to contact you, assess your submissions, award and deliver prizes, announce the results, as well as address your complaints (Article 6(1)(b) of the GDPR), which at the same time lies in our legitimate interest (Article 6(1)(f) of the GDPR), namely the execution of the Competition as marketing activity concerning our services; (ii) meeting any applicable legal or tax reporting requirements (Article 6(1)(c) of the GDPR); (iii) determination, investigation or defense against possible claims (Article 6(1)(f) of the GDPR). Your personal data will be processed until these purposes are achieved unless the need for longer retention of personal data follows from the legal reasons. Your personal data will not be transferred to a third country or an international organization. You have the right to request access, rectification, or erasure of your personal data, restriction of processing of your data or to object to the processing as well as the right to data portability. You have the right to lodge a complaint to the supervisory authority competent for personal data protection. Providing personal data in connection with the Competition is voluntary but necessary to participate in the Competition. Failure to provide personal data will prevent participation in the Competition. Your personal data will not be subject to automated decision-making, including profiling, as referred to in Articles 22(1) and (4) of the GDPR.

12. Tax: If necessary under applicable laws, the Prizes may be supplemented with a cash prize equal to the tax due on the prize. In such case, the cash prize will be deducted and paid as tax due under the applicable laws. In some cases, the winner may be obliged to pay taxes on the prize under local regulations of the country the winner is a resident of. We are not obliged to provide guidance in this respect.

13. Social media: You acknowledge that the competition is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Twitch, YouTube, or any other social networks that are used to share the Contest. You agree to release Facebook, Twitter, Instagram, Twitch, YouTube, and any other social networks from any responsibility to you in relation to the competition. You are obliged to comply with the respective, separate terms of service applicable to the use of these platforms.

14. Disputes: This Contest is governed by the laws of Poland, without respect to conflict of law doctrines. By participating in this Contest, you agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resorting to any form of class action, exclusively before a

court located in Poland having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Contest). You further waive all rights to have damages multiplied or increased.

15. Acceptance of Rules: By submitting a competition entry, you are agreeing to be bound by these terms and conditions.