

GENERAL CONDITIONS OF MUSIC COMPETITIONS

I. Introductory provisions

1. The General Terms and Conditions of the Competition (hereinafter referred to as "GTC") are valid for competitions conducted on the website of Muziker, a.s. , if not stated otherwise.
2. The GTC establishes the conditions for registering and participating in the competition, obtaining and handing over the prize in the competition, and describing the rights and obligations of the competitors as well as ensuring the protection of personal data in accordance with the current legislation on personal data protection.
3. The announcer of the competition is the company Muziker, a.s., Drieňová 1/H, 821 01 Bratislava, Slovak Republic, registered in the District Court. Court Bratislava I, section Sa, file no. 3337 / B, IČO: 35840773, DIČ: 2021680991, as operator of the website muziker.com (the "Announcer").
4. The Competition (hereinafter referred to as the "Competition") is any promotional campaign of the Announcer in which a cash or non-monetary prize (hereinafter the "Prize") can be obtained upon fulfillment of the conditions.

II. Conditions for participation in competitions

1. The contests are open to all visitors to muziker.com.
2. Employees of the Announcer and their family members, employees of cooperating persons and their family members, business partners who donate the prizes to the competition, organize, mediate, sponsor, technically secure or otherwise conduct competitions must not participate in the competition.
3. Any person who complies with particular competition rules published on muziker.com or in any other appropriate form may participate in the competition, unless a minimum age of 18 years has been specified in the specific competition conditions or if there was no restriction that only natural persons can participate in the competition in the specific conditions of the specific competition.

III. Conducting competitions and publishing the results

1. The specific conditions of the application, the subject of the competition, the course of the competition and the manner of evaluation of the competition are announced by the Announcer by publishing it on the muziker.com website under the specific rules of the specific competition.
3. If the condition of the competition is the purchase of goods or services within the period set as the duration of the competition, this condition shall be deemed to be fulfilled only after the order has been sent and after the payment has been made. in the case of non-cash transfer, the moment of payment is deemed to be the moment when the funds are credited to the Announcer's account).

IV. Conditions for winning the prize

1. The winner shall be the person who has duly and most successfully fulfilled all the specific competition rules of the competition, or has been drawn, or has been designated in accordance with the specific competition rules, or has been declared a winner under the specific competition rules and data necessary for the proper and unmistakable identification of his / her person for the purpose of realizing the rights and obligations under these conditions.
2. Unless the specific rules of a specific competition state otherwise, it is possible to participate in the competition on every purchase. Unless the specific competition rules state otherwise, you just need to enter a unique code in your purchase note and you're in the game! In order to participate in the competition, we need to process your order number. For this purpose, if you freely choose to participate in the competition, the operator – MUZIKER a.s., with its registered office at Drieňová 1/H, 821 01 Bratislava, IČO: 35840773 (hereinafter referred to as the "operator") will process your order number and your contact details - e-mail and phone number within the meaning of Art. 6 par. 1, par. (f) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data

Protection Regulation). Your personal data will be processed by the operator in order to register your participation in the competition, to evaluate the competition itself and to contact you to award the prize. The Operator will process your personal data for the duration of the competition evaluation and if you become a winner, until the prize is handed over. At the same time, we inform you that if you become a winner of the competition, your order number will be published on our website. As a data subject, you have the right to object at any time to such processing. All information regarding the protection of personal data, including your rights as data subjects, is available on our website in the "Privacy" section.

3. The order number of the contest winner will be published on the website of the operator after the contest evaluation. For this purpose we process your order number according to Art. 6 par. 1, par. f) of the General Data Protection Regulation. As a data subject, you have the right to object at any time to such processing.

4. The prize is non-transferable and belongs solely to the winner. If the winner cannot take over the prize (by taking over the goods, services, participating in the event, claiming a discount or other advantage, etc.), the claim to the prize expires and the winner is not entitled to any compensation. The winner is not entitled to appoint an alternate for himself. The Announcer shall be designated by the Announcer by drawing lots or the Announcer shall be designated as the winner in the order of the second most successful participant of the competition.

5. The right to win also expires if the winner fails to comply with any obligation imposed by the general and/or special conditions of a particular competition, or if he/she acts contrary to good morals (provided false data, obtained the prize by committing fraudulent acts, etc.) or if he/she didn't retrieve the prize within agreed period and did not request to extend it from the Announcer within a specified time limit for justifiable reasons.

V. Terms and conditions for the submission of prizes

1. The Announcer will contact the Winner by e-mail or telephone and provide him with a specification of issuing the prize. If the nature of the Prize so requires, the Winner is obliged to provide assistance in the acceptance or redemption of the prize.

2. Unless the Announcer has agreed otherwise with the winner, or the terms and nature of the competition do not imply any other conditions for receiving the prize, the prize will be delivered to the winner by courier.

3. The Announcer shall not be liable for defects in the delivery of the winnings incurred in delivery by courier. Any claims arising from damage upon delivery, or in the case of non-delivery of the prize, the announcer shall pass to the winner.

4. In the event that the prizes are donated to the competition by the business partner or delivered to the winners through a courier company, the winner acknowledges that his / her personal data will be provided to the business partner or courier company in order to identify the winner for handing over the prizes. The following personal data will be provided: name, surname, address including country, telephone number, e-mail address, or other according to the type or nature of the prize. Provided identification data are provided to the business partner in electronic form and courier company in written and electronic form; a business partner or courier company may dispose of them solely for the purpose of identifying the winner for the handover of the prize and in accordance with the General Data Protection Regulation. We have contracts with our business partners for the processing of personal data and are bound to take appropriate security, technical and organizational measures.

VI. Taxation of winnings

The Winner acknowledges that, depending on its form, value and country of residence, winnings may be subject to compulsory taxation or settlement of the levy to a health or other insurance company under the applicable legislation of that country.

VIII. Final provisions

1. The announcer reserves the right to modify, change the general conditions of promotional competitions or completely cancel the competition for commercial, third-party or force majeure reasons. The announcer agrees to inform customers in due time of any changes to the general terms and conditions of promotional contests.
2. The announcer reserves the right to reimburse the prize in the competition for a prize of a similar kind or equivalent.
3. The participant shall not be entitled to reimbursement of costs associated with participation in the competition.
4. These general terms and conditions of the competitions come into effect on 10.1.2020.