

CONTEST STATUTES

“Design your CURAPROX”

These Statutes set out the binding terms and conditions and rules of the “Design your CURAPROX” contest organised by CURADEN Slovakia s.r.o., presented, publicly disseminated and performed through the website www.design.curaprox.sk and the Instagram social network platform (with the possibility of sharing with other Internet social networks).

Basic Provisions

1. The aim of the “Design your CURAPROX” contest (“the Contest”) is to provide the general public with the opportunity to participate in a creative way in the process of creating and designing consumer 3-packs of CURAPROX toothbrushes (the “Toothbrushes” and “Toothbrush 3-pack(s)”) and the opportunity to receive a financial reward and a prize in kind in the form of one commercial and distribution package of CURAPROX toothbrush 3-packs based on the winning design of the CURAPROX Toothbrush 3-pack of the contestant who participated in the Contest by creating/designing and submitting the original design of a Toothbrush 3-pack to the www.design.curaprox.sk website, which is in English.
2. The Contest is organised in the Slovak Republic.
3. The Contest is open to any individual with a delivery address in the Slovak Republic who meets all the terms and conditions set out herein and who registers on the organiser’s website www.design.curaprox.sk (the “Contestant”). Persons under the age of 18 must be represented by their legal representative.
4. Employees and their close persons within the meaning of Section 116 of the Civil Code, of the Contest organiser, who is also the announcer and technical provider of the Contest, are excluded from participation in the Contest.

II

Organiser and technical support of the Contest

1. The announcer and organiser of the Contest is CURADEN Slovakia s.r.o. with its registered office at Na Výslň 17, 821 05 Bratislava, ID No.: 35 948 213, registered in the Commercial Register of the Municipal Court of Bratislava III, Section: Sro, File No.: 37025/B (the “Organiser”), which also ensures technical support of the Contest.

III

Course, registration and terms and conditions of the Contest

1. The Contest will run **from 12:00 noon on 1 September 2023 to 12:00 noon on 18 October 2023** in the following three phases:
 - a. Phase I of the Contest: registration of Contest proposals for the design of the Toothbrush 3-pack **from 12:00 noon on 1 September 2023 to 11:59 p.m. on 30 September 2023**;
 - b. Phase II of the Contest: internal selection by the Organiser of the three (3) most interesting / creative and most suitable design proposals of the Toothbrush 3-pack, in the opinion of the Organiser, **from 00:00 a.m. on 1 October 2023 to 5:59 p.m. on 11 October 2023**;
 - c. Phase III of the Contest: public voting on the winner of the three (3) most interesting/creative and most suitable design proposals of the Toothbrush 3-pack, in the opinion of the Organiser, **from 6:00 p.m. on 11 October 2023 to 00:00 a.m. on 18 October 2023**.
2. Contestants may enter the Contest during Phase I of the Contest by completing the form on the website www.design.curaprox.sk (the “Form”). Contestants are obliged to indicate in the Form the following:
 - personal and contact data: first name, surname, date of birth, residential address and e-mail.

Contestants are required to fill in the required details, confirm/tick off the required details and attach/upload as attachments to the Form their design proposals for the Toothbrush 3-packs with which they are participating in the Contest.

3. The registered design proposals of the Toothbrush 3-packs must meet the following criteria:
 - a. they may represent a modification of the colours of the Toothbrushes themselves (handles, cleaning heads and bristles) as well as the packaging of the Toothbrush 3-pack;
 - b. they may not represent the design proposals of toothbrush brands other than CURAPROX;
 - c. they may not represent a change in the shape of the Toothbrush handles, cleaning heads or the position of cleaning bristles;
 - d. they may not interfere with/modify the visualization of the registered trademark “CURAPROX”; and
 - e. they may not be in conflict with the law and/or good morals.

The Organiser reserves the right to disqualify from the Contest any Contestant whose design proposal for the Toothbrush 3-pack submitted to the Contest does not meet the Contest criteria or which has previously been submitted to the Organiser via another Form as part of the Contest, or if it is apparent that the author of such design proposal is not the Contestant who sent it to the Organiser or who attempts to win the Contest by dishonest and/or fraudulent conduct, conduct in conflict with the law and/or good morals, or by conduct that could damage the good name or reputation of the Organiser and/or the "CURAPROX" brand.

4. During Phase II of the Contest, the Organiser will internally assess and evaluate the Toothbrush 3-pack design proposals submitted by the Contestants and select/determine from among them the three (3) most interesting/creative and most suitable design proposals, in the opinion of the Organiser. In performing the assessments and evaluations of the design proposals, the Organiser, exercising its sole and absolute discretion and judgement, will take into account their originality, universality, content and creative aspects, ingenuity, manner of expression and potential to appeal to/attract the public. The Organiser will publish the three (3) toothbrush 3-pack design proposals selected by the Organiser on its profile on the Instagram social network platform.
5. During Phase III of the Contest, the general public (without limitation) will vote for the best Contest design proposal of the Toothbrush 3-pack from the three (3) Contest design proposals of the Toothbrush 3-packs selected by the Organiser, by means of awarding "likes" to individual published Contest design proposals of the Toothbrush 3-pack on the Organiser's profile on the Instagram social network platform. The winner of the Contest will be the Contestant whose Contest design proposal of the Toothbrush 3-pack receives the highest evaluation - the most "likes" from the public.
6. The winner of the Contest will receive a financial reward of **EUR 700** (in words: seven hundred euro), which will be paid to him/her by the Organiser within seven (7) business days from the date on which the winner provides the Organiser with his/her bank account/IBAN number, and one (1) commercial and distribution package of the Toothbrush 3-packs created on the basis of the winner's design proposal, containing twenty (20) Toothbrush 3-packs, which will be provided/delivered to him/her by the Organiser within seven (7) business days of the date of the launch of the Toothbrush 3-packs created on the basis of the winning design proposal.
7. The Organiser will announce the winner of the Contest on its profile on the Instagram social network platform and will contact the winner directly within 24 hours of the announcement via the email address info@curaprox.sk, through which the Organiser will communicate with the winner of the Contest regarding, among others, the delivery of the prize - payment of the financial reward/provision of the winner's account/IBAN number and delivery of one (1) commercial and distribution package of Toothbrush 3-packs.
8. The Contest will be conducted, documents will be used and communication will be conducted a priori in English (unless the Organiser decides to use the Slovak version).

IV Special provisions

1. By submitting the Form, individual participants grant the following rights/consents to the Organiser:
 - a. the right to use the design proposals of the Toothbrush 3-packs created/provided by the Contestants in connection with the Toothbrushes and other dental care and hygiene products of the "CURAPROX" brand for use as part of their commercial packages, as well as to support and promote the Organiser, the Toothbrushes, other dental care and hygiene products of the "CURAPROX" brand, and the Organiser's activities;
 - b. the right to create, modify and adapt, at its own discretion, by any means now known and/or known in the future (irrespective of the manner in which and the medium on which the individual images will be recorded), the design proposals of the Toothbrush 3-packs created/provided by the Contestants;
 - c. the right to publicly display and distribute, make available to the public, process, combine with other works, as well as reproduce the design proposals of the Toothbrush 3-packs created/provided by the Contestants; and
 - d. the right, at its sole discretion, to adapt, revise, edit, rearrange, re-sequence images, add and/or remove any parts of the design proposals of the Toothbrush 3-packs created/provided by the Contestant;in any manner and without any territorial, time or material limitation (the "Licence").
1. At the same time, by completing and submitting the Form, the participant confirms that the Organiser is granted an exclusive Licence and is therefore he/she is not and will not be entitled to use the design proposal of the Toothbrush 3-pack created by him/her or any parts by himself/herself, or to grant consent for their use to other persons. The Organiser acquires the right to use the concerned design proposals of the Toothbrush 3-packs - own designs (the Licence) at the moment of their creation, and within the scope of the Licence the Organiser is entitled to make any interventions in them, modify them and/or change them and/or to combine them with other works. The factual use of the Licence is at the Organiser's discretion and the Organiser is not obliged to use it in its entirety or in relation to individual works.
2. The Contestant grants the Organiser the right to grant the Licence as a whole or its individual rights to third parties (sub-licence), as well as the right to assign the Licence or its individual rights to third parties (the "Sub-licence").
3. The Contestant is not entitled to any special remuneration for the granting of the Licence or the Sub-licence.

4. By completing and submitting the Form, the Contestant, as a data subject within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Act No.18/2018 Coll. on the protection of personal data, as amended, confirms that he/she has given the Organiser his/her consent to the processing of his/her personal data to the extent actually provided, i.e.:
 - a. consent for the purposes of organising and running the Contest; and
 - b. consent for advertising and marketing purposes - to inform about current offers of products, activities, projects and events of the Organiser, their presentation and promotion, for the purposes of conducting market research, public opinion and satisfaction surveys of the data subjects and their analytical evaluation, including sending reports/presentations about the offered products, projects, activities and events of the Organiser, notifications and information related to dental care and hygiene;

for the purposes of communication by electronic means and/or by postal contact with the data subject.
5. The Contestant expresses his/her consent to the processing of his/her personal data for the purposes specified in the preceding paragraph hereof by ticking the appropriate box on consent to the processing of personal data.
6. The Organiser provides the Contestants, as data subjects, with the information to be provided when collecting personal data from data subjects, including the information necessary to ensure the fair and transparent processing of personal data in the form - Notifying data subjects - interested parties/participants of CURAPROX events, which is provided to the Contestants.
7. The winner of the Contest is entitled at any time to effectively revoke his/her consents (also separately) to the processing of personal data pursuant to these Statutes in the form of a notice demonstrably delivered to the Organiser in writing or by electronic means.
8. The Organiser will not reimburse any costs incurred by the Contestants in connection with their participation in the Contest, winning the prize or its use.
9. The results of the Contest are final, with no possibility of appeal. Contestants acknowledge that they may not claim a prize of a higher value or in a greater quantity than determined by the Contest Organiser. The Contest Organiser bears no liability for any risks and liabilities associated with the Prize and its use.
10. The Organiser shall not be liable for any damages incurred by third parties caused by the violation of the rules of the Contest by the Contestants.
11. In the event of any dispute or ambiguity regarding the Contest, the Contest rules or any claim related to the participation in the Contest, the opinion of the company of the Contest Organiser shall always be final and prevail.
12. The Contest Organiser reserves the right to change the terms and conditions or the rules of the Contest, or to interrupt, postpone or extend the Contest.
13. These Contest Statutes are published on the website www.design.curaprox.sk.

In Bratislava, on 31 August 2023

CURADEN Slovakia s. r.o.
Contest organiser

