

## Easter Competition 2023

### I. Organizer of the competition:

The organiser of the competition is: Unilabs Slovensko, s. r. o., Záborského 2, 036 01 Martin, registered in the Commercial Register of the District Court of Žilina, Section: Sro, File No. 63112/L (hereinafter referred to as the "**Organiser**"). The Organiser is hereby announcing a competition entitled: "**Easter Competition 2023**" (hereinafter referred to as the "**Competition**"). These rules are the only document that bindingly and fully governs the rules of this Competition (hereinafter referred to as the "**Competition Rules**"). The aim of the Competition is to involve users in the Organiser's activities and to promote the Organiser in the relevant market.

### 2. Competition time and place

The Competition may be entered between 3 April 2023 and 10 April 2023 (including the above-stated date, i.e. until 11:59 p.m. on 10 April 2023) in the manner specified in Article III of these Competition Rules. The Competition is going to be held via the Internet, on the Facebook page of the Organiser: [A. https://www.facebook.com/Sk.lab.online](https://www.facebook.com/Sk.lab.online).

The Organiser hereby declares that Facebook neither sponsors nor promotes this Competition and does not participate in it, nor does Facebook have any obligations to the competitors in and/or winners of the Competition. The Competition Rules will be published on the Organiser's website [sk.lab.online/en/](https://sk.lab.online/en/) during the Competition term and for 30 days following the end of the Competition.

### 3. Conditions for participation in and entry to the Competition

The Competition is open only to natural persons aged 18+ who have full legal capacity and who provide the Organiser with their details in accordance with these Competition Rules (hereinafter referred to as the "**Entrant**" or "**Competitor**"). To enter the competition, the Entrant must comment on the Competition post on Lab.online's Facebook profile, answering the Organiser's Competition question from the post published on the online platforms according to Article II of these Competition Rules. Each Entrant can enter the competition only once by answering the Competition question under the Organiser's Competition post. If an Entrant posts more than once with the same or similar content, only 1 (one) post will be used for the prize draw. The assessment of whether the Entrant's posts are the same or similar in terms of content falls within the exclusive competence of the Organiser.

Participation in the Competition automatically expires when the comment is deleted.

Any persons who do not meet the conditions for participation in the Competition and/or who breach the Competition Rules will not be included in the Competition. If it turns out that such person has falsely become a Competitor and/or winner of the Competition (e.g. as a result of providing false information), he/she may be disqualified (excluded) from the Competition and is not entitled to the prize, which is then forfeited to the Organiser without compensation. The Organiser further reserves the right to exclude a Competitor from the Competition, especially if it is suspected that the Competitor has participated in the Competition or that the Competition result has been achieved fraudulently, via any conduct contrary to the Competition Rules or contrary to good manners (regardless of whether it is the conduct of the Competitor or any other person). Such decision by the Organiser is final and cannot be appealed against.

Any Competitor who has properly participated in the Competition and fulfilled all conditions of the Competition specified in these Competition Rules may win the Competition prize.

The Organiser will announce 3 (three) winners with its comment on the Competition after the end of the Competition.

#### **IV. Drawing of Competition winners and prizes**

Each Competitor will be entered into a prize draw. A total of 3 (three) winners will be drawn from the total number of Competitors duly entered into the Competition. The draw will be made by random selection on 11 April 2023 (hereinafter referred to as the "**Draw**"). The winners will be drawn by the Organiser of the Competition.

The Competition prize is: 1x Food Intolerance Test 54\*. 3 (three) alternates will also be drawn at random during the Draw in case the prize in the Competition is not given to any winner (both for reasons on the winner's side — e.g. the winner refuses the prize, the winner cannot be contacted, and for reasons on the Organiser's side — e.g. the Organiser excludes the winner from the Competition due to non-compliance with the terms and conditions of this Competition or due to the winner's violation of the Competition Rules). The alternates will be drawn in a binding order (the first alternate, the second alternate and the third alternate), in which they will take the place of the winner who has not been awarded the prize (from the first to the third alternate).

#### **V. Prize notification and handover**

Each winner will be notified of his/her winning of the Competition without any

undue delay, not later than 14 (fourteen) days after the Draw, by being tagged in a comment or by a private message via Facebook sent by the Organiser.

As part of the notification to the winner of his/her winning of the Competition, the winner will also be invited to confirm his/her interest in claiming the prize in the Competition and, if applicable, to add any personal data necessary in order for the prize (e-mail, telephone number or address) to be handed over and claimed and to agree on the specific terms and conditions for the handing over, claiming and collection of the prize. The winner is obliged to confirm his/her interest in claiming the prize by means of a private message or by an e-mail sent and delivered to the Organiser's e-mail address announced to the winner as a part of the notification of having won the Competition prize, not later than within 3 (three) calendar days of the date of notification under the first sentence of this clause. Should the winner fail to confirm his/her interest in claiming the prize within 3 (three) calendar days of the date of the Organiser's notification pursuant to the first sentence of this clause of the Competition Rules by means of a private message or by e-mail, or should he/she fail to add the information necessary for the prize to be handed over and claimed and to agree on the specific terms and conditions for its hand over, claiming and collection of the prize requested by the Organiser, the winner's entitlement to any prize in the Competition shall cease in its entirety and without any compensation whatsoever, and he/she shall be replaced by an alternate, in the appropriate order, who shall become the winner.

The prize shall be handed over to the winner and collected under the terms and conditions agreed upon separately between the Customer and the winner. The winner is not entitled to claim any other consideration from the Organiser in lieu of the prize. If the prize is not delivered to the winner under the agreed conditions, the winner's right to receive and collect the prize shall cease in its entirety and without any compensation whatsoever. Likewise, if the winner cannot be reached in order to arrange the delivery of the prize (e.g. he/she cannot be contacted by telephone) after completing his/her contact details following the notification of having won the prize, and not later than 1 (one) calendar day after the date of the first attempt to contact him/her, the winner's right to receive the prize shall cease in its entirety and without any compensation whatsoever.

Handing over the Competition prize may be conditioned by proving that the conditions under these Competition Rules have been met, by presenting proof of identity for inspection (e.g. ID card) in order to verify the identity of the winner, as well as by signing an acceptance protocol and/or other document regulating the handover, acceptance and collection of the prize, prepared and provided by the Competition Organiser.

Taxation of the prize is governed by the provisions of the applicable legislation of the Slovak Republic, in particular Act No. 595/2003 Coll. on Income Tax, as amended. Prizes and awards (except as provided for in Act No. 595/2003 Coll.) are exempt from income tax if the value of the prize or award does not exceed EUR 350. The winner is responsible for paying the tax.

## **VI. Special provisions**

The Competitors shall not be entitled to any performances under and/or in connection with this Competition other than the performances expressly set out in these Competition Rules, and the entitlement to such performances is conditioned by fulfilment of all the conditions set out in these Competition Rules for such entitlement. The winner is not entitled to claim any further consideration beyond the prize expressly stated in these Competition Rules.

The Organiser reserves the right to amend or modify the Competition Rules at any time during the Competition, as well as the right to extend, shorten, postpone, suspend or cancel the Competition, even without giving any reason and/or without providing any compensation. If any changes are made to the Competition Rules, these changes will be made in the form of an addendum to these Competition Rules and will be published on the Customer's website at [sk.lab.online/en/statute-of-the-competition](http://sk.lab.online/en/statute-of-the-competition). The changes shall take effect upon their publication in accordance with the preceding sentence, unless any later entry into effect is expressly stated.

The Organiser is not responsible for any technical problems in relation to the Competition, in particular problems with Facebook, or problems on the part of carriers, telephone operators or other entities. The Organiser shall not be liable for any damages caused by or in connection with winning the Competition. The Organiser reserves the right to substitute the prizes under these Competition Rules with other prizes of a similar type and value as well as to change the conditions for the awarding of prizes. Winners shall not be entitled to complain about the prize.

In the event of any conflict between the Competition Rules or any part thereof appearing in promotional materials or other materials and the text of these full Competition Rules, the text of these Competition Rules shall prevail.

There is no legal entitlement to the Competition prize. Neither the participation in the Competition nor the winning of the Competition can be enforced in court, nor can any alternative financial or non-financial compensation (consideration) be requested.

By participating in the Competition, the Competitor grants, in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data, as amended (hereinafter also referred to as the "**Personal Data Protection Act**"), his/her consent to the processing of his/her personal data within the scope of the data provided by him/her (in particular, his/her name, surname, city of residence, email address, telephone number) to the Organiser as the personal data controller pursuant to the Personal Data Protection Act in order to enable the organisation and evaluation of the Competition, to verify his/her valid participation in the Competition, to inform him/her about the course and the results of the Competition (e.g. publication of the winner) and, if applicable, to give him/her the prize and to administer the contractual relationship between the Competitor and the Organiser. The Competitor agrees to provide his/her personal data for the above-mentioned purpose until receiving information about the results of the Competition or until taking over the prize, though not later than 1 (one) month following the end of the Competition. The Competitor's consent to the processing of his/her personal data according to the Competition Rules is voluntary and is not a condition for the provision of other services of the Organiser (e.g. sale of other services). Subject to compliance with the requirements laid down by the law, the data subject has (i) the right of access to his/her personal data, (ii) the right to rectification of inaccurate personal data, (iii) the right to restrict the processing of personal data, (iv) the right to object to the processing of personal data processed for direct marketing purposes, (v) the right to erasure of personal data, in particular if it is no longer necessary for the purposes for which it was collected or otherwise processed or if the data subject has withdrawn his/her consent to the processing and if there is no other lawful basis for the processing, or if the processing of the personal data was carried out unlawfully, and (vi) the right to data portability.

The Organiser – Unilabs Slovensko, s. r. o. processes the personal data of the Competitors for the purpose of the announced Competition in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the Personal Data Protection Act, as amended. Detailed information on the processing and protection of personal data is published on the Organiser's website at: <https://sk.lab.online/media/2023/01/3/6/DATA-PROTECTION-POLICY-11.01.2023.pdf> (hereinafter also referred to as the "**Privacy Policy**").

The Competitor declares that he/she has read the Privacy Policy, including information and instructions about his/her rights published on the Organiser's website at <https://sk.lab.online/media/2023/01/3/6/DATA-PROTECTION-POLICY-11.01.2023.pdf>

The Competitor has the right to access and correct his/her personal data and to revoke his/her consent via a written request sent to the correspondence address

of the Organiser as the personal data controller. The Competitor is entitled to ask the Organiser to rectify every defective situation if he/she believes that the Organiser is processing personal data in violation of the law or other generally binding legal regulations in force in the Slovak Republic. Withdrawal of consent shall not affect the lawfulness of the processing of data based on consent given prior to its withdrawal. The personal data of the Competitors shall be destroyed within 1 (one) month of the Competition's end and after the prizes have been handed over, unless the obligation to further store them arises from special legal regulations.

## **VII. Final provisions**

A full and effective wording of the Competition Rules is available at [sk.lab.online/en/statute-of-the-competition](https://sk.lab.online/en/statute-of-the-competition) for the duration of the Competition. By participating in the Competition, the Competitor expresses his/her full and unconditional agreement to the Competition Rules and undertakes to fully comply with them. By participating in the Competition, the Competitor confirms that he/she is aware that Facebook has no obligations towards the Competitors and no such obligations arise to Facebook from his/her participation in the Competition.

The Organiser reserves the right to make final decisions in any disputes relating to the Competition at its sole discretion. The prize cannot be paid out in cash. Prizes cannot be enforced by judicial means. The Competition is not a public promise. The Competition Organiser accepts no liability for any defects in the prizes.

Bratislava, 22 March 2023