

**COMPETITION TERMS AND CONDITIONS**  
**"Complete the Survey and Win Tickets to Pohoda 2026"**  
(hereinafter referred to as the "Competition")

The purpose of these Terms and Conditions is to set out the rules of the Competition entitled "Complete the Survey and Win Tickets to Pohoda 2026", which is hosted on our website and subsequently shared via our Instagram profile Pohoda Festival and through the Pohoda Festival mobile application. These Terms and Conditions, together with the information provided in the specific article and on the Instagram profile Pohoda Festival, constitute the only binding document outlining the rules of the Competition, ensuring that the Competition's terms are clearly and understandably defined.

**I. COMPETITION ANNOUNCER AND ORGANISER**

1. The Competition Announcer is POHODA FESTIVAL, s. r. o. with its registered office at Zochova 6-8, Bratislava 811 03, registered in the Business Register of the City Court Bratislava III, Section: Sro, Insert No.: 66168/B (hereinafter referred to as the "Competition Announcer")
2. The Competition Organiser is POHODA FESTIVAL, s. r. o. with its registered office at Zochova 6-8, Bratislava 811 03, registered in the Business Register of the City Court Bratislava III, Section: Sro, Insert No.: 66168/B (hereinafter referred to as the "Competition Organiser")

**II. PURPOSE OF THE COMPETITION**

The purpose of the Competition is data collection.

**III. DURATION OF THE COMPETITION**

The Competition will take place from 14 July 2025 until 20 July 2025 (hereinafter referred to as the "Competition Period"), followed by a draw of the winners and the awarding of prizes.

**IV. ELIGIBILITY TO PARTICIPATE**

1. The Competition is open to natural persons (non-entrepreneurs) aged 15 and over.
2. Any Competition Participant may enter the Competition by completing the extended version of the satisfaction survey published on our website during the Competition Period.
3. It is not possible to participate in the Competition repeatedly, i.e., each Participant can enter the Competition only once. A total of two winners will be drawn from those who have completed the extended version of the survey.
4. The winners will be selected within 14 days after the end of the Competition.
5. The winners will be selected using special drawing software that ensures the randomness of the results. The draw will take place in a private setting under the supervision of two employees of the Competition Organiser at its registered office. All Participants who have met the Competition Participation Conditions and have entered during the Competition Period will be included in each draw.

## **V. PRIZE AND ITS DELIVERY**

1. The Competition prize are four 3-Day tickets to POHODA Festival 2026. The prize will be awarded to two winners, each receiving two tickets. The estimated value of the prize for each winner is €258.
2. The winner will be notified by the Competition Organiser of their win via a private Instagram message within 14 working days of the draw date. They will be asked to provide an email address for Pohoda Festival 2026 e-ticket delivery. If the winner does not claim the prize within 24 hours of being notified in the manner described in the previous sentence of this section, or if the winner refuses the prize, the Competition Organiser reserves the right to select an alternate winner.
3. The prize will be delivered to the winners by email.
4. The Competition Organiser will send the prize to the winner within 30 days from the day the winner provides the Organiser with contact details for the purpose of delivering the prize.
5. The Participant has no legal claim to the prize, and it cannot be enforced through legal action. The results of the Competition are final.
6. By entering the Competition, the Participants acknowledge and agree that they cannot claim a prize of a greater value or quantity. Participants in the Competition also acknowledge and agree that the prize cannot be exchanged for cash or replaced with a prize other than that specified by the Competition Announcer in the relevant Competition post and cannot be the subject to any complaints.

## **VI. SPECIAL PROVISIONS**

1. Employees of the Competition Organiser, POHODA FESTIVAL, s.r.o., and persons close to them according to §116 of the Slovak Civil Code are excluded from participation in the Competition.
2. If it is proven that the winner is an employee of the Competition Organiser or a person closely associated with them, that person is not entitled to the prize and the prize will not be awarded and will be forfeited to the Competition Announcer.
3. In the case of reasonable suspicion of fraud, misuse, or errors related to the proper conduct of the Competition, the Competition Announcer reserves the right to unilaterally cancel or suspend the Competition, amend the terms and conditions of the Competition, void any prize announcement sent to winners, or disqualify from the Competition, without prior notice and without any compensation, any Competition Participant who participates in the Competition in a manner that is contrary to good morals, these terms and conditions, or any generally applicable law.
4. The Competition Announcer shall not be held responsible if the winner provides an incorrect e-mail address to which the prize should be sent. The Competition Announcer is also not responsible for other reasons why the prize was not delivered to the winner, except for reasons caused by the Competition Announcer.
5. Prizes exceeding the amount of EUR 350 are subject to income tax in accordance with Act No. 595/2003 Coll. on Income Tax, as amended, and to public health insurance contributions in

accordance with Act No. 580/2004 Coll. on Health Insurance, as amended. The Competition Announcer is not responsible for the fulfilment of the winner's tax and contribution obligations. The Organiser undertakes to inform the winner of the value of any non-cash prize provided for the Competition, so that the winner can calculate his/her tax obligations.

6. The Competition Announcer shall not be liable for any expenses incurred by the Participants in connection with their participation in the Competition.

7. By participating in the Competition, each Participant agrees to these Competition Rules and acknowledges that the Competition Announcer has the right to publish his/her first and last name, likeness, social media username (or nickname or identifier), any information created by the Participant on social media (posts) or any other information provided by the Participant to identify the winner on public communication channels, as well as to use this information for advertising and promotional purposes without any compensation to the Participant.

8. The Competition Announcer reserves the right to unilaterally change the terms and conditions or rules of the Competition at any time without prior notice. Any such changes will be published by the Competition Announcer on the website [www.pohodafestival.sk](http://www.pohodafestival.sk).

## **VII. PRIVACY POLICY**

1. The purpose of the processing of personal data is to manage the contractual relationship between the Competition Participant and the Organiser, in accordance with the provisions of these Terms and Conditions. The purpose of the processing of data to enable participation in the consumer Competition, its evaluation and the delivery of the prize is the fulfilment of the contract (Article 6(1)(b) of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR")), as it is necessary for the fulfilment of the contract. The legal basis for publishing the winners of the Competition is the Competition Announcer's legitimate interest (Article 6(1)(f) GDPR), as the purpose of the consumer Competition is to promote the Competition Announcer, which is supported by the publication of the winners.

The Organiser collects data directly from the Participants. The Organiser will archive and store the personal data of the Participants only for the period of time required by applicable law. The personal data of the Participants will not be disclosed or made available to third parties, except as required by law or in accordance with these rules. The Organiser will not disclose any personal data, except for the publication of the winner's name and surname or other identifying information of the winner, such as the user name used by the Participant on Instagram/Facebook. The Organiser will not transfer personal data across borders to third countries that do not provide an adequate level of protection for personal data.

2. In particular, the data subject shall have the right to obtain from the Organiser access to information concerning the processing of his/her personal data, and in particular:

- a list of the personal data processed
- the rectification of inaccurate personal data and the completion of incomplete personal data being processed
- the deletion of personal data when the purpose of the processing has ceased to exist, when consent to the processing has been withdrawn if the data are processed on the basis of consent, when the personal data are processed unlawfully, or when required by law
- the restriction of personal data processing
- the transferability of data provided by the Competition Participant to the Organiser is in a structured, machine-readable format, which is processed automatically and based on a contract or consent.

3. The data subject shall also have the right to:

- object to the processing of personal data by the Organiser on the legal grounds of protection of legitimate interests, including profiling and direct marketing
- withdraw previously given consent to the processing of personal data
- file a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic. More information about the processing of personal data by the Organiser can be found at [www.pohodafestival.sk/sk/privacy-policy](http://www.pohodafestival.sk/sk/privacy-policy).

## **VIII. FINAL PROVISIONS**

1. These Competition Terms and Conditions and the communication regarding the Competition in the Competition Announcer's promotional materials do not constitute a legally binding offer and are for information purposes only.

2. Any complaints or objections regarding the Competition will be decided by the Competition Organiser with final authority. The Competition Organiser also reserves the right, for serious reasons and in exceptional cases, to shorten, postpone, interrupt, cancel or unilaterally change, modify or supplement the terms and conditions or the rules of the Competition during its duration. Such changes and amendments to the Competition terms will be announced and made available on the website [www.pohodafestival.sk](http://www.pohodafestival.sk) in the same manner as this set of Terms and Conditions was published. The currently valid Competition Terms and Conditions will always be available on this website.

In Bratislava on 14 July 2025