Terms and Conditions of the European Food and Wine Giveaway - Cheese set

These present terms aim to regulate the promotion of the European food and wine cheese set (hereinafter referred to as "The Promotion"), through which participants complying with the mechanics established herein may win the prize detailed in the fifth point of these terms.

First. - Organizing Company

The Promotion is the responsibility of the Potravinárska komora Slovenska (PKS) (hereinafter referred to as "PKS"), located at Einsteinova 3817/19, 851 01 Bratislava, Slovakia, Tax Identification Number (TIN) SK2021615629, and will be managed by HEADS, with address at Oblačná 16, 831 06 Bratislava, TIN SK2023959058 (hereinafter referred to as "Heads").

Second. – Celebration Dates

The start date of "The Promotion" will be on March 1st, and it will end on March 21st, 2024, at 23:55 (Central European Time), both dates inclusive (hereinafter, the "Promotional Period").

Participations made outside the Promotional Period will not be considered.

If, due to force majeure or justified reasons, it becomes necessary for Heads to postpone, modify, cancel, or repeat the Promotion, this fact will be announced through the same means as these legal terms.

Third. - Participation Requirements

All individuals of legal age, residing in Slovakia, Czech Republic or Poland, who have a personal account on the promotion's social networks linked to an email address owned by them, and comply with the mechanics defined in the fourth point of these terms during the Promotional Period, may participate in "The Promotion" (hereinafter referred to as "Participants").

The participation of PKS and Heads personnel, as well as first-degree relatives of all of them, is excluded.

Fourth. - Promotion Mechanics

The participation mechanics are as follows (hereinafter, "the Mechanics"):

- Visit the giveaway website and answer the questions provided:
 https://europeanfoodandwine.eu/cheese-giveaway/
- Follow the profile <u>@europeanfoodandwine</u> on Instagram.
- Like the post announcing "The Promotion" on the official profiles of the program: @europeanfoodandwine.
- Make at least one (1) comment mentioning at least one (1) person.

There is no limit to the number of participations for each "Participant".

For multiple participations by the same "Participant" to be valid, it is necessary to tag different people in each comment. In the event that the same "Participant" participates repeatedly by tagging the same person, only the participation with the first mention of each person tagged by that participant will be considered valid.

For the participation to be valid, the person(s) tagged by each "Participant" must not be fake profiles or profiles of public figures.

"The Promotion" will be free of charge, not entailing a direct economic cost for the "Participants".

Instagram does not organize and/or participate in any way in "The Promotion".

The non-acceptance of all or part of the content of the terms will result in the exclusion of the "Participants" from "The Promotion".

Fifth. - Prizes

The prize will consist of a cheese cutting board set

(Hereinafter referred to as "The Prize")

"The Prize" will be drawn among all participants who have correctly followed "The Mechanics", in addition to having performed the specific actions on @europeanfooandwine on Instagram, indicated in the Fourth clause of these legal terms.

"The Prize" is limited to one (1) per winner.

"The Prize" cannot be exchanged for another, nor for other goods or services, nor can its refund be requested in cash or in any other form.

"The Prize" will be delivered to the winner at the postal address provided in the contact by "Heads" through a courier service, the shipping costs of which are covered by "PKS".

Sixth. - Winners

From among all "Participants" who meet the requirements set forth in these legal terms, a winner will be selected (hereinafter, "The Winner").

Two (2) alternates are established to replace "The Winner" in the event that they do not comply with the provisions of these terms, reject "The Prize", or do not respond to "Heads" at the time of contact (hereinafter, "The Alternates").

In the event that neither "The Winner" nor "The Alternates" comply with the provisions of these terms or reject the prize, it will remain unclaimed.

"The Winner" will be selected within 72 hours after the draw has concluded, through software that will randomly select the winner and alternates from among all Participants who meet all the conditions set forth in these terms.

If "The Winner" has engaged in any kind of manipulation or fraud to obtain the prize, they will be disqualified, and "The Alternates" will be considered.

"The Winner," upon receiving the prize, accepts all the conditions described in these terms.

"The Winner" will be responsible for any amounts that, in accordance with tax regulations, may be due at any given time upon acceptance of the prize subject to "The Promotion".

"Heads", on behalf of "PKS", will contact "The Winner" via email and using the email address provided by the participant when registering to participate in "The Promotion", within a maximum period of 72 hours from the draw.

At the time of contact, "The Winner" must provide their name, surname, ID, telephone, and postal address to which "The Prize" will be sent.

The receipt of this data must be made within a maximum period of 48 business hours after contacting "The Winner". If within forty-eight (48) hours following the first communication with "The Winner", they do not respond to accepting the prize, it will be understood that the participant has rejected the prize, and the first "Alternate" will be selected.

"The Winner" will be announced on Instagram within a maximum period of ten (10) business days after the end of "The Promotional Period".

"PKS" reserves the right to communicate the winner's name on its premises, website, or social media accounts.

Seventh. - Liability

In the event that, due to force majeure or for any other justified reason, it is not possible to deliver the described prize, "PKS" undertakes to replace it with another of similar characteristics and of equal or greater value.

"PKS" will not be liable in any case for damages of any nature, direct, indirect, and/or incidental, whether immediate or deferred, that the winners may suffer on the occasion or as a result of enjoying the prize.

Eighth. – Acceptance of the terms

Participation in the promotion implies the full acceptance of these terms, which can be consulted by the Participants at https://europeanfoodandwine.eu/

"PKS" reserves the right to justifiably exclude from the Promotion any Participant who defrauds, alters, or disables the proper functioning and normal course of this Promotion, as well as the resolution of any dispute or doubt arising from this.

Likewise, "PKS" reserves, provided it contributes to the successful completion of the Promotion and is not contrary to the law, the right to modify the terms at any time if circumstances require it. Any modifications will be announced and will take effect from the date of announcement, without Participants being able to make any claims to "PKS".

Ninth. - Organizer's Responsibility

"PKS" is exempt from all responsibility in the following cases:

- The impossibility of issuing prizes or enjoying them due to force majeure or causes beyond the control of "PKS".
- The non-issuance of prizes due to failure to meet the necessary requirements or due to any other justifiable reason.
- "PKS" aims for fair competition among the different Participants in the promotion, conducted with equal opportunities and strict adherence to the principles of good faith. Therefore, any abusive or fraudulent use of these terms, as determined by "PKS", will result in the disqualification of the participant from the contest.
- "PKS" is not liable for any errors in the data provided by the participants that hinder their identification.

- "PKS" is not liable for temporary unavailability or discontinuity in the operation of the services through which the contest is participated, the loss of utility that users may have attributed to them, and particularly, but not exclusively, to failures in access and/or malfunctioning of the Internet and/or Instagram transmission problems, and/or loss of email that hinder the normal development of the Promotion.
- "PKS" will not be responsible for delays, losses, or damages due to causes beyond its control. "PKS" will also not be held responsible for force majeure cases that may prevent the winner from fully or partially enjoying the prize.