

## **RULES & REGULATIONS OF THE COMPETITION**

### **"Cold Waves by Porsche"**

(hereinafter referred to as the "**Regulations**")

#### **1. Competition**

- 1.1. "Cold Waves by Porsche" is a competition to be held in Władysławowo, Poland, and on the waters of the Baltic Sea, with the aim to facilitate competition in the sporting disciplines of Surfing - Shortboard and reward the persons who have scored the most points on the waves in accordance with the terms and conditions set out in these Rules (hereinafter referred to as the "**Competition**" and "**Rules**" respectively).
- 1.2. The Competition will be held on a day occurring between 1 February 2025 and 30 April 2025, whereas the Organiser shall inform of the exact date of the Competition as follows: 5-7 days before the forecast weather window information on the probable time of the Competition (yellow alert) and 2-3 days before the date information on the confirmation or non-confirmation of the conditions for holding the Competition (green alert - confirmation of the holding of the Competition, red alert - cancellation of the probable date if the forecast is not confirmed - in such event the participant shall await for the next yellow alert to be announced).
- 1.3. Participation in the Competitions voluntary. A participant entering the Competition undertakes to abide by the rules contained in these Rules and confirms that he/she meets and accepts all conditions described therein.

#### **2. The Organizer of the Competition.**

- 2.1. The Organizer of the Competition is VMR Spółka z ograniczoną odpowiedzialnością spółka komandytowa with its seat in Poznań (60-179), at Smoluchowskiego 5, entered into the register of entrepreneurs kept by the District Court Poznań Nowe Miasto and Wilda in Poznań VIII Economic Department of the National Court Register under KRS number: 0000457328, NIP: 7811884427, REGON: 30240067 (hereinafter referred to as the "**Organizer**").
- 2.2. The Competition is organised on behalf of Porsche Polska Sp. z o. o. with its registered seat in Warsaw (00-839), Towarowa 7, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XIII Commercial Department of the National Court Register, under the KRS number 0001118524, holding Tax Identification Number (NIP): 5273116419, having the share capital of PLN: 911.000,00 (hereinafter referred to as "**Employer**" or "**Porsche**").
- 2.3. The Competition is not a game of chance, lottery, pari-mutuel betting, promotional lottery, game whose result depends on chance, or any other game within the meaning of the Act of 19 November 2009 on gambling games.

#### **3. Participants**

- 3.1. The Competition is open to persons who fulfil all of the following conditions:

- 3.1.1. they are full legal age (with full legal capacity) or have the written consent of their legal guardians to participate in the Competition;
- 3.1.2. they are not an employee of the Organiser, an employee of Porsche, or an employee of Authorised Partners of Porsche or other entities acting on behalf of the Organiser in connection with the holding of the Competition, or a family member of such a person (i.e. ascendant, descendant, sibling, spouse or a person in an adoption relationship with such persons);
- 3.1.3. have received an invitation to participate in the Competition from the Organiser;
- 3.1.4. they are aware of and accept the risks involved in taking part in the Competition; and
- 3.1.5. their health condition allows them to participate in the Competition; and
- 3.1.6. they have the equipment and appropriate thermal protection necessary for participation in the Competition; and
- 3.1.7. they meet the other requirements specified in these Rules and Regulations;
- 3.1.8. they grant the Organiser and the Porsche the right to use their image recorded by photographs and footage of the Competition;
- 3.1.9. have accepted the Rules of Participation in the Competition and have submitted to the Organiser an application for participation in the Competition in accordance with the template which can be found in Appendix 1 to the Rules.

(hereinafter referred to as the "**Participant**").

- 3.2. Persons who do not meet any of the above criteria may not participate in the Competition. All conditions of participation in the Competition must be fulfilled by the Participant both on the day of entry and at the moment of starting in the Competition. If it is found that an Participant does not fulfil the requirements provided for in these Rules and Regulations, the Organiser may refuse him/her the right to participate in the Competition or refuse to pay the prize.
- 3.3. Only a person who fulfils all of the aforementioned conditions may take part in the Competition; it is forbidden to cede one's place in the Competition to another person.

#### **4. Rules during the Competition and on the Venue of the Competition**

- 4.1. Participants must strictly adhere to these Rules and Regulations when taking part in the Competition. Participants are also obliged to obey all instructions, notices and guidelines given by the judges, order personnel present in the venue of the Competition and the Organiser's personnel. Participants must be aware that due to the nature of the Competition, the Organiser cannot guarantee their full safety.
- 4.2. Participation in the Competition involves a number of potential risks and threats to the life or health of the Participants, related primarily to weather conditions, air temperature, water temperature and the presence of waves, as well as the specifics of the sporting discipline practiced during the Competition.

- 4.3. By deciding to participate in the Competition, the Participant declares that he/she is aware of all these risks and dangers, accepts them, dully acknowledges and takes under consideration all such hazards and further and takes responsibility for them. **Participation in the Competition is voluntary and at the sole risk of the Participant!** The Organiser is not responsible for any injuries that Participants may suffer during the Competition.
- 4.4. In order to ensure the safety of the Participants, a medical aid station will be organised on the venue of the Competition in the event of the need to provide emergency assistance to the Participants.
- 4.5. Participants taking part in the Competition undertake, in particular:
- 4.5.1. to adapt their participation to their health and current state of well-being;
  - 4.5.2. observe the rules of Fair Play - the Organiser or judges have the right to disqualify a Participant for unsportsmanlike conduct (in particular: walking on the breakwater, disturbing other Participants, damaging property, drawing the attention of members of the judging panel, etc.);
  - 4.5.3. immediately inform the staff on the competition venue of any irregularities, malfunctions or damage to the equipment or infrastructure of the competition site that they have noticed;
  - 4.5.4. immediately inform the staff located at the Competition venue in the event of any threats to the safety and health of people or property;
  - 4.5.5. take care for their own safety and the safety of others by observing the principles of caution, limited trust in other persons using the venue of the Competition, and in particular exercise particular caution while in the water;
  - 4.5.6. provide themselves with appropriate clothing, footwear, personal protective equipment and technical aids in accordance with legal regulations and the requirements resulting from the use of the Competition venue (clothing that takes into account atmospheric conditions, in particular prolonged exposure to cold water at temperatures close to 0 degrees Celsius is recommended);
  - 4.5.7. swim only in the starting shirts assigned to them by the Commission;
  - 4.5.8. observe and obey the signs and warning signals (visual and audible) given by the judges, the Competition staff or the Organiser;
  - 4.5.9. strictly adhere to the designated zones and hours in which the Participants may swim during the Competition; Participants are solely responsible for swimming outside the designated zones and hours of the Competition;
  - 4.5.10. upon competition of start/ participation in the Competition, each Participant is obliged to remove his/her equipment and leave the Competition area in good order and condition.
- 4.6. Persons staying in the venue of the Competition (Participants and all other persons) are obliged to take care of order and also respect the following prohibitions - in the area of the Competition the following is strictly forbidden:

- 4.6.1. possession or consumption of alcohol and other drugs or psychoactive substances;
  - 4.6.2. possession of weapons or other dangerous objects, explosives, pyrotechnic products, fire hazardous materials;
  - 4.6.3. destroying signs and information boards, advertising media, facilities and equipment;
  - 4.6.4. taking any action that may endanger the life, health or safety of persons present on the Competition venue
  - 4.6.5. using any remotely controlled devices, in particular drones, etc., without the consent of the Organiser.
- 4.7. Access to technical equipment located on the Competition venue is forbidden to Participants and the Participant shall be held financially responsible for any damage thereto. Technical equipment may only be operated by authorised persons.
- 4.8. The Organiser shall not be held liable for any items left on the Competition site and venue, as these areas are not subject to strict control and supervision by the Organizer.
- 4.9. Each Participant shall be fully responsible for his/her own actions or omissions and any damage resulting therefrom, in particular for events caused by sports activities, for damage to property located in the area of the Competition and undertakes to assume and satisfy any claims of third parties resulting therefrom.
- 4.10. The Organiser shall not be liable for any damage caused by the Participants to themselves, other Participants or the owner of the Competition venue, nor for the consequences of accidents occurring as a result of the failure of persons staying on the Competition venue or using the infrastructure of the Competition venue, or Participants not complying with the provisions of these Rules and Regulations or the orders and instructions of the staff.
- 4.11. The Organiser shall not be liable for the consequences of Force Majeure. Force Majeure shall be understood as events beyond the Organiser's control, which make the performance of obligations impossible or may be considered impossible due to the existing circumstances. Force Majeure shall include, in particular, atmospheric conditions, failures or disruptions of equipment supplying electricity, heat, light, acts of war or actions of state or local authorities in the formulation of policies, laws and regulations affecting the performance of obligations.
- 4.12. The Organiser shall be entitled to refuse to allow a Participant to take part in the Competition or to enter the Competition area, without any obligation to give the Participant prior notice or any right to compensation, if:
- 4.12.1. The Participant will be in a state of drunkenness or under the influence of drugs or other intoxicants;
  - 4.12.2. there will be changes in the schedule of the Competition for unforeseeable and unavoidable reasons (e.g. lightning, sea state endangering the health and life of the Participants and/or the Competition staff i.e. medical security, referees, technical staff, strong storm conditions, gusty winds of more than

20m/s, water or air pollution incidents, fortuitous events and accidents, lack of waves, equipment failure etc.);

4.12.3. there are changes to the schedule of the Competition, shortening or cancellation of the Competition.

## 5. The course of the competition

5.1. The competition will be conducted according to the following rules:

5.1.1. The competition will be held in 2 categories - Open Man and Open Woman;

5.1.2. The competition will be held in a cup system, Participants will be allocated to heats based on: place in international rankings in 2023, places in national rankings in 2023 and also random selection in the absence of the above information (4-5 competitors in each), from each heats 2 Participants with the best results will go to the next round;

5.1.3. each heat lasts 15, 20 or 30 minutes depending on the round (the final length of heats will be determined based on the final weather conditions and the number of Participants at the start of the Competition), during this time each Participant catches as many waves as he/she wishes, but the first 20 waves are taken into account for scoring, and only the 2 highest scoring waves are added to the final score;

5.1.4. the final heats in both categories will last 30 minutes each.

5.2. Competitors may only participate in the Competition in the designated areas - on the water this is the area defined by buoys and designated at the Briefing and Riders Meeting. Evolutions performed outside the designated area will not be judged in any way by the judging panel.

5.3. The Organiser or Porsche shall be entitled to exclude a Participant from the Competition and to remove results from the Competition, in particular in the following cases:

5.3.1. infringement of any third party rights, including in particular: personal rights and copyrights;

5.3.2. when the results have been obtained in a fraudulent manner, in particular as a result of cheating or unsportsmanlike behaviour;

5.3.3. if the Participant, by his/her behaviour, promotes vulgarisms, offensive, political, propaganda or religious content or content that is unlawful and infringes any rights of third parties, including in particular personal rights and copyrights, and contains advertising content concerning entities other than the Organiser or the Ordering Party, and if the Participant does not hold the rights to use his/her image to the extent indicated in these Rules.

## 6. Determination of Winners

6.1. A panel of judges (hereinafter referred to as the "**Commission**") appointed by the Organiser shall be responsible for overseeing the Competition and in particular for determining the winners (hereinafter referred to as the "**Winners**").

- 6.2. The Commission will consist of four to five persons designated by the Organiser, including three to four persons on the judging panel and one person as Head Judge.
- 6.3. The Commission will have the task of selecting three Winners in the Open Man and Open Woman categories, taking into account the correctness and scale of difficulty of the execution of the wave evolutions on rigid shortboards. The Commission will be judging on the basis of the International Surfing Association rules, which can be found in the Rulebook: [https://www.isasurf.org/downloads/ISA\\_Rulebook\\_Feb17.pdf](https://www.isasurf.org/downloads/ISA_Rulebook_Feb17.pdf).

## 7. Prizes

- 7.1. The prizes in the Competition are cash prizes and the opportunity to participate in the Porsche Experience at the Silesia Ring circuit in 2025 (gross value of PLN 7,911.00) (hereinafter referred to as "**PoT**") (collectively the "**Prizes**"). The Prizes shall be sponsored by Porsche. The Winner may only win once and only one Prize.
- 7.2. Prizes will be awarded for the first three places within each category:
  - 7.2.1. First place in the Women's category (K): 5000 Euro + participation in the PoT;
  - 7.2.2. 2nd place in the Women's category (K): 3000 Euro + participation in the PoT;
  - 7.2.3. 3rd place in the Women's category (F): 1000 Euro + participation in the PoT;
  - 7.2.4. 1st place in the Men's category (M): 5000 Euro + participation in the PoT;
  - 7.2.5. 2nd place in the Men's category (M): 3000 Euro + participation in the PoT;
  - 7.2.6. 3rd place in the Men's (M) category: 1000 Euro + participation in the PoT;
- 7.3. The Prizes will be paid to the Winners in Polish currency (PLN), converted using the average Euro exchange rate announced by the National Bank of Poland on the last working day of the month preceding the month in which the Prize is awarded.
- 7.4. If the Participant who is awarded the Prize is not a Polish tax resident, he/she must additionally provide the Organiser with his/her current tax residency certificate in order for the Organiser to make the appropriate tax settlements.
- 7.5. Those who receive the Prizes and are Polish tax residents or fail to provide the Organiser with a relevant certificate of tax residence authorising the Organiser to waive taxation of the Prize awarded in accordance with the provisions of Polish law and international agreements concluded by Poland, shall also receive an additional cash prize to cover the costs of income tax on the Prize received. The amount of the additional cash prize is 11.11% of the value of the Prize, and the amount of the additional cash prize shall be rounded up to the nearest full zloty in such a way that the tip smaller than 50 gr is omitted, and the tip equal to or greater than 50 gr is rounded up to the nearest full zloty. The additional cash prize shall not be paid to the Winner and shall only be used to fund personal income tax.
- 7.6. The Organiser shall be responsible for the transfer of the Prizes and for paying any applicable taxes. From the total value of the Prize and the additional cash prize specified above, the Organiser will calculate the amount of the lump-sum tax in accordance with the statutory regulations. The amount of tax will be paid by the Organiser to the relevant Tax Office.

- 7.7. The Participants shall not have the right to exchange the Prize for cash or any other type of prize, in particular such a right shall not be granted in the event of failure to participate in the PoT.
- 7.8. The winner of the Competition cannot waive a part of the Prize, waiving a part of the Prize means waiving the whole Prize.
- 7.9. The Organiser may withdraw from the awarding of the first Prize or subsequent Prizes if the Winners are not selected according to the criteria set in accordance with these Rules..

## **8. Information on winning**

- 8.1. The Winners of each heats and the final heats will be determined immediately after their completion.
- 8.2. Participants will be notified of their scores by the Commissions through a collective announcement of the results of the Competition together with the scores. Participants can also verify their score using the online scoring system.
- 8.3. The prize will be issued at the end of the Competition.
- 8.4. The Organiser shall not be liable if the Prize cannot be issued to the Winner.

## **9. Personal Data**

- 9.1. Provision of personal data by Participants is voluntary but necessary to take part in the Competition.
- 9.2. The Organizer is the Controller of the Participants' personal data.. The Participants' personal data is processed by the Controller in order to conduct the Competition on the basis of the consent given by the Participant and to fulfil the Controller's obligations related to the awarding of the Prizes and execution of relevant tax settlements.
- 9.3. The legal basis for the processing of personal data is the Participant's consent - Article 6(1)(a) and Article 6(1)(c) of the General Regulation of the European Parliament and of the Council (EU) 2016/679 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 repealing Directive 95/46/EC (General Data Protection Regulation).
- 9.4. The Participant may contact the Data Controller at the email address: hello@vmr.pl.
- 9.5. The Participant has the right to withdraw consent (by sending a message to hello@vmr.pl, whereby this will result in the Participant being unable to further participate in the Competition or receive a Prize.
- 9.6. The Participant's personal data will be processed by the Controller for the period necessary for the organisation and adjudication of the Competition, as required by the relevant tax regulations and the period of limitation of possible claims.
- 9.7. The Participant's personal data may be shared or entrusted by the Controller to:
  - 9.7.1. Porsche;

- 9.7.2. entities providing legal and advisory services to the Organiser in support of the Organiser in the conduct of due process (in particular law firms);
- 9.7.3. service providers supplying the Organiser with technical and organisational solutions to support business processes (in particular IT service providers, courier and postal companies, hosting companies).
- 9.8. In relation to the processing of data by the Controller, the Participant shall have the following rights:
  - 9.8.1. access to the processed data, rectification of data that are inaccurate or completion of incomplete data;
  - 9.8.2. to withdraw consent to data processing, whereby data processing will be legal until consent is withdrawn, and withdrawal of consent will result in no further participation in the Competition;
  - 9.8.3. request the restriction of data processing in cases provided for by law;
  - 9.8.4. to object to the processing of data in order to pursue the legitimate interests of the data controller;
  - 9.8.5. transfer the data to another controller;
  - 9.8.6. lodge a complaint concerning the processing of data to the President of the Office for Personal Data Protection.
- 9.9. Other relevant information regarding the principles of personal data processing is detailed in the Privacy Policy of the Controller.

## **10. Complaint procedure**

- 10.1.1. All complaints concerning the manner in which the Competition is conducted shall be reported by Participants to the Commission during the Competition.
- 10.1.2. The complaint shall contain a detailed description, justification of the complaint and a demand for a specific behaviour of the Organiser.
- 10.1.3. Complaints will be considered immediately after their submission.
- 10.1.4. The Participant submitting the complaint will receive the decision of the Commission without undue delay after the complaint is considered.
- 10.1.5. The complaint procedure is voluntary and does not exclude the Participant's right to seek his/her claims independently through court proceedings.

## **11. Final provisions**

- 11.1.1. The Rules and Regulations of the Competition are available at the Organiser's office and on the Competition's website.
- 11.1.2. The Organiser reserves the right to change the Rules and Regulations, provided that this will not result in a deterioration of the conditions of the Participant or the rules of participation in the Competition. In the event of a change to these Rules and Regulations, information about the change and the new Rules and Regulations will be posted on the website of the Competition in such a way that each Participant will have access to it.

11.1.3. Participants may ask any questions they may have about the Competition and its progress by sending an email to [info@coldwaves.pl](mailto:info@coldwaves.pl).

11.1.4. The Regulations shall enter into force on 31st January 2025.