

# Christmas game

## Terms and Conditions

### Overview

- Answer the question correctly every day that appears on the [Facebook](#) page of the Programme until 23:59 the same day the question was posted;
- The competition is open to all people over 18 years old;
- Game closing date: 20 December 2018 at 23.59 (CET);
- Winners will be chosen by drawing at random;
- Winners will be announced on 21 December 2018 on the [Facebook](#) page of the Programme.

### Introduction

The Christmas game, organized within the framework of **Interreg V-A Slovakia-Hungary Cooperation Programme** (hereinafter referred to as the “Programme”), is the subject to the following Terms and Conditions.

The **Interreg V-A Slovakia-Hungary Cooperation Programme** is implemented within the 2014-2020 European Union financial framework, financed by the European Regional Development Fund (ERDF). On the basis of “shared management system” of the participating countries - Hungary and Slovakia, the Programme funds and supports cooperation projects of organizations located in the Programme-eligible area. The Programme areas on the Hungarian side are Győr-Moson-Sopron, Komárom-Esztergom, Pest, Nógrád, Heves, Borsod-Abaúj-Zemplén and Szabolcs-Szatmár-Bereg counties as well as Budapest capital. The eligible areas in the Slovak Republic are Bratislavský, Trnavský, Nitriansky, Banskobystrický, Košický counties.

The Programme helps the development of a stable and cooperating region and the overall quality of life in the border region. It enables economic collaboration of organizations from the two countries, nurtures the common identity, and cultural and historical heritage of the border region, and contributes to its environmental sustainability and safety.

For more information, please visit: <http://www.skhu.eu>.

### 1. Organizer

Organizer of the Christmas game is the Joint Secretariat of the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as “JS”), hosted by Széchenyi Programme Office Nonprofit LLC (hereinafter referred to as “SZPO”), headquartered at H-1053 Budapest, Szép utca 2. IV Floor, with the company registration number: 01-09-916308 and the Tax No:

18080313-2-41. The SZPO as host institution of the JS is the data controller in relation to the present Christmas game.

## **2. Elements of the Christmas game and timeline**

- Start date of the game: 3 December 2018;
- Submission of answers every day in a Facebook comment under the post including the question latest until midnight the same day the question was posted;
- End date of the game: 20 December 2018 23:59 CET;
- Announcing the winners: 21 December 2018 on the [Facebook](#) page of Programme;
- Posting the gifts to the winners: early 2019.

## **3. Contestants – eligibility**

Any private person of the age 18 and above are eligible participants except the colleagues of management bodies of the Programme and their immediate families.

## **7. Special conditions**

Organizer reserves the right to exclude a participant from the Christmas game without explanation in case:

- the participant does not respect and fulfil the terms and conditions of the Christmas game;

Organizer will share the right answer to each question in the Comment field of the relevant question latest the next day after publishing the question.

## **8. How to enter the Christmas game**

Each player shall answer at least one question posted on Facebook correctly until 23:59 the same day the question was posted in the comment field right under the relevant post.

## **10. Selection of winners**

After the closing date of the game on 21 December 2018 all people's names – who gave at least one correct answer within the set deadlines will be collected on a piece of paper each and put in a box. One name may appear as many times as many eligible answers were given by him/her. Once all names are collected 15 pieces of paper will be drawn at random from the

box. One person can be announced as winner only once. If the same name appears more than once, we pick another piece of paper as long as a different name is drawn.

## **11. Awards**

The Organizer awards the 15 winners with a copy of the 2019 Calendar of the Programme. The calendar features the best photos of our photo competition earlier this year from the Slovak-Hungarian border area. Winners may receive their gift via postal service or may take it over at the headquarters of the SZPO at the office of [the JS in Budapest](#) no later than 31 January 2019, and with a prior appointment arrangement with the JS.

## **12. Intellectual property, copyright, data protection and management**

By entering the Christmas game, players agree to be bound by Facebook legal terms <https://www.facebook.com/legal/terms>.

Players agree to provide their postal address to the Joint Secretariat so the Calendar 2019 can be posted to them. The organizer will not share the contestant's contact information with any third party and will use it for the purpose of awarding the winners and the mandatory reporting activities to the management bodies.

## **14. Limitation of Liability**

By entering this Christmas game, all players agree to release, discharge, and hold harmless the Organizer and SZPO and all of their employees and representatives from any and all claims, losses, and damages arising out of their participation in this Christmas game or any Christmas game-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure.

The Organizer is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to contestants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Christmas game.

Attention is expressly drawn to the fact that the Internet is not a secure network. Therefore, the Organizer may not be held liable for contamination by any virus or third-party intrusion into the computer system of the Christmas game.

## **15. Acknowledgement and acceptance of the Christmas game Rules**

By entering the Christmas game,

- a.) player agrees to be bound by the present Terms and Conditions.
- b.) player represents and warrants that all the information he/she provides about himself/herself while registering or in subsequent communications with Organizer are truthful and accurate.
- c.) contestant acknowledges that winning constitutes permission (except where prohibited by law) to use his/her name, prizes won, photograph (all at Organizer's discretion) for future advertising, exhibition, publicity in any and all media including, without limitation, cable and broadcast television and the Internet, now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission.
- d.) player accepts and agrees that in case of any legal disputes the English version of the present Terms and Conditions shall prevail.

## **16. Disclaimer**

Organizer has the right, in its sole discretion, to modify the Terms and Conditions or to cancel, modify, terminate, or suspend the present Christmas game as necessary. In such circumstances, any changes would be announced.

The Christmas game operates on the Facebook page of the Programme, however, it is in no way sponsored, endorsed or administered by, or associated with Facebook.

This Christmas game has been implemented with the financial assistance of the European Union. The content of this document and the Christmas game are the sole responsibility of the Joint Secretariat of the Interreg V-A Slovakia-Hungary Cooperation Programme, hosted by the Széchenyi Program Office Non-profit LLC. and can under no circumstances be regarded as reflecting the position of the European Union.

## **17. Other provisions**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of contestants and Organizer in connection with this Christmas game, shall be governed by, and construed in accordance with, the substantive laws of Hungary.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

**18. Additional information**

For any questions on the Christmas game, please email Arianna Biriki: [abiriki@skhu.eu](mailto:abiriki@skhu.eu).

## Annex 1 - Data protection and data processing policy

The purpose of the present data protection and data processing policy (hereinafter referred to as 'Policy') is to define data protection and data processing principles related to Christmas game organized within the framework of **Interreg V-A Slovakia-Hungary Cooperation Programme** (hereinafter referred to as 'Programme') by Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company (hereinafter referred to as 'Company') and therefore, the data subject will be provided with adequate information of data processed by the Company or the data processor, source of the data, purpose of the processing, legal basis for the processing, period of processing, name and address of data processor involved by data controller, activity of data processor related to data processing, furthermore, where personal data is transferred the legal basis for and recipient of transfer of personal data.

Acts and their abbreviations used and considered in relation to the Policy

<b>the Act</b>	Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter referred to as 'Act')
<b>GDPR</b>	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 repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as 'GDPR')
<b>Government Decree</b>	Government Decree No 197/2018. (X. 24.) on Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company

### Definitions

Definitions in the present Policy meet definitions of Article 4 of GDPR:

personal data	any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
processing	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
controller	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law

processor	a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller
third party	a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data
consent	of the data subject any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her

Where definitions of GDPR in force are different from the definitions of the present policy, definitions of GDPR in force shall prevail.

### **I. Data controller and contact details**

Data controller regarding data provided to participate in the Christmas game:

name: Széchenyi Programme Office Consulting and Service Nonprofit Limited  
Liability Company  
registered office: 1053 Budapest, Szép utca 2. 4. em.  
company reg. no: 01 09 916308  
represented by: Szakács Áron (managing director)  
e-mail: [info@szechenyiprogramiroda.hu](mailto:info@szechenyiprogramiroda.hu)

### **II. Data processor and contact details**

Data protection officer designated by the Company:

name: dr. Nyerges Judit  
postal address: 1053 Budapest, Szép utca 2. 4. em.  
e-mail: [adatvedelmitisztviselo@szechenyiprogramiroda.hu](mailto:adatvedelmitisztviselo@szechenyiprogramiroda.hu)

**III. Personal data, purpose of processing, legal basis for processing, period of processing**

<b>Personal data</b>	<b>Purpose of processing</b>	<b>Legal basis for processing</b>
name	running the Christmas game and contact	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
e-mail	running the Christmas game and contact	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
postal address	running the Christmas game and contact	consent of the data subject {Paragraph a) of Subsection (1) of Section 5 of the Act}
copy of ID of the winners	enforcing the terms and conditions of the Christmas game	Legitimate interest of the Company

Means of processing: paper-based, electronic

Period of processing: for 3 years after 31<sup>st</sup> December following submitting accounts of eligible costs related to the implementation of the Programme but latest until 31 December 2026.

**IV. Principles**

The Company processes personal data in accordance with principles of good faith and fair dealing and transparency and subject to law in force and provisions of the present Policy.

The Company processes personal data only on the basis of the present Policy and for a specific purpose(s) and does not go beyond them.

If the Company intends to use personal data for purpose(s) other than the original purpose(s), the Company informs the data subject of such a purpose and use and obtain the previous and express consent of the data subject (where there is no other legal basis determined by GDPR) and the Company allows the data subject opportunity to defy the use of personal data.

The Company does not control personal data provided, person who provided the personal data, shall be liable for adequacy.

The Company does not transfer personal data, except that the Company is entitled and obliged to transfer or forward personal data available to and properly stored by the Company to competent authority where transfer and forward of personal data is determined by law or legally binding order of authority. Company shall not be liable for such a transfer or its consequences.

The Company ensures the security of personal data, takes all technical and organizational measures and establishes rules of procedure that guarantee protection of recorded, stored and processed personal data, and prevent accidental losses, destruction, unauthorised access, unauthorised use, unauthorised alteration and unauthorised dissemination.

## V. Rights of the data subject

The data subject may exercise right in the following ways:

- e-mail
- by post
- in person

The Company draws attention to the fact that in case of data processing based on consent, data subject is entitled to withdraw the consent at any time, however this withdrawal shall not concern the lawfulness of data processing based on consent before withdrawal.

### ➤ *Right of information and access to personal data*

The data subject may at any time request the Company to provide information on data processed by the Company or the data processor involved by or according to the order of the Company, purpose of the processing, legal basis for the processing, period of processing, name and address of data processor, activity of data processor related to data processing, the circumstances, effect of a personal data breach, measures taken for averting personal data breach, furthermore, where personal data is transferred the legal basis for and recipient of transfer of personal data.

In relation to the above, the data subject may request a copy of his/her processed data. In case of an electronic request the Company executes the request first electronically (PDF format), except where the data subject requests expressly otherwise.

The Company already draws attention to the fact that if the above right of access affects adversely the rights or freedoms of others, including in particular trade secrets or intellectual property, the Company may refuse the execution of the request, to the extent it is necessary and proportionate.

### ➤ *Right to rectification and modification*

The data subject may request the rectification, modification and completion of personal data processed by the Company.

### ➤ *Right to data portability*

The data subject has the right to receive the personal data concerning him or her, which he or she has provided to the Company, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Company.

Furthermore, the data subject has the right to have the personal data transmitted directly from one controller to another, where technically feasible.

### ➤ *Right to erasure ('right to be forgotten')*

The data subject may request the erasure of one or all personal data concerning him or her.

In this case, the Company erases the personal data without undue delay and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the data subject withdraws consent on which the processing is based and where there is no other legal ground for the processing;
- data processing is based on legitimate interest of the Company or third person but the data subject objects to the processing and (except objection to processing related to direct marketing) there are no overriding legitimate grounds for the processing;
- the personal data have been unlawfully processed;
- the personal data have to be erased for compliance with a legal obligation.

The Company informs the data subject of the refusal to the request of erasure in any event (e.g. data processing is required for the establishment, exercise or defence of legal claims), indicating the reason of the refusal. Erasure of personal data is executed that after fulfilment of request of erasure personal data (erased) cannot be restored.

In addition to the exercise of right to erasure, the Company erases personal data if the data processing is unlawfully, the purpose of data processing is no longer exists, data storage period determined by law is already expired, it is ordered by court or authority.

➤ *Right to restriction of processing*

The data subject shall have the right to obtain from the controller restriction of processing where one of the following applies:

- the accuracy of the personal data is contested by the data subject, for a period enabling the Company to verify the accuracy of the personal data;
- the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- the Company no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
- the data subject has objected to processing pending the verification whether the legitimate grounds of the Company override those of the data subject

Where processing has been restricted, such personal data won't be processed or will, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

A data subject will be informed by the Company before the restriction of processing is lifted.

➤ *Right to object*

Where the legal basis for processing is legitimate interest of the Company or third person (except compulsory data processing) or data is processed for direct marketing, scientific or historical research purposes or statistical purposes, the data subject, has the right to object to processing of personal data concerning him or her. Objection may be rejected if the Company demonstrates

- compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or
- that data processing is related to the establishment, exercise or defence of legal claims of the Company.

The Company examines the lawfulness of the objection of the data subject and where the objection is grounded, the Company stops data processing.

➤ *Right to legal remedy*

See Section VII.

## **VI. Modification of the Policy**

The Company reserves the right to modify the present Policy through an unilateral decision at any time.

If the data subject does not agree with the modification, he/she may request the erasure of his/her personal data as determined above.

## **VII. Legal remedies and enforcement**

The Company as data controller may be contacted for the purpose of any question or comments related to data processing using contact details above.

In case of any violation related to data processing, the data subject may make a complaint to the competent data protection supervisory authority of the Member State of residence, workplace or the place of the alleged violation.

In Hungary, complaint shall be made to Hungarian National Authority for Data Protection and Freedom of Information („NAIH”, address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.; phone: +36-1-391-1400; e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu); website: [www.naih.hu](http://www.naih.hu)).

The data subject may bring the following cases before court:

- violation of rights
- against the legally binding decision of the supervisory authority
- if the supervisory authority does not deal with the filed complaint or does not inform the data subject of aspects or result of the procedure related to the filed complaint within 3 months