

**Regulations of the "CS:GO Masters by Samsung Odyssey"**  
**on 04/10/2022**

**1. General provisions**

- i. These Regulations [**hereinafter referred to as: Regulations**] define the rules for the organization and conduct of the competition, the conditions of participation as well as the rights and obligations of the participants of the competition under the name: "**CS:GO Masters Tournament by Samsung Odyssey**" [**hereinafter referred to as: Tournament**].
- ii. The organizer of the Tournament is Kool Things, a limited liability company with its registered office in Warsaw, entered in the register of businesses of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000903142, ul. Śmiała 31A [**hereinafter referred to as: Organizer**].
- iii. The sponsor of the prizes in the Tournament is Samsung Electronics Polska sp. z o.o with its head office in Warsaw (ul. Postępu 14, 02-676 Warsaw), entered into the register of entrepreneurs of the National Court Register by the District Court for the City of Warsaw Warsaw, XIII Commercial Division of the National Court Register under the number KRS 0000128080 [**hereinafter referred to as: the Sponsor**].
- iv. The tournament will be held online in English <https://odyssey-masters.com/eng/>, both within the territory of the Republic of Poland and abroad (subject to cross-border access to the Internet).
- v. The duration of the Tournament covers the period from October 17, 2022 to November 6, 2022 [**hereinafter referred to as: "Tournament Duration"**].
- vi. The tournament is not a game of chance, a promotional lottery or any other game the outcome of which depends on the case within the meaning of the Gambling Act of 19<sup>th</sup> November 2009.
- vii. The organizer is a public entity within the meaning of art. 919 of the Civil Code.
- viii. Supervision over the correctness of the Tournament is exercised by the Tournament Administrator, referred to in point 5 of the Regulations, [**hereinafter referred to as: "Tournament Administrator"**].
- ix. The participant (**hereinafter referred to as: "Participant" or "Player"**) should read the content of the Regulations before joining the Tournament. By entering the Tournament, the Participant accepts the content of the Regulations and undertakes to abide by its rules. The participant joins the Tournament by completing and sending the application form available on the website: <https://odyssey-masters.com/eng/> [**hereinafter referred to as: "Application" or "Registration Form"**].
- x. Detailed rules for participation in the Tournament can be found in point 2 of the Regulations.
- xi. Participation in the Tournament and providing personal data indicated in the Application by the Participant is voluntary, but necessary to participate in the Tournament.
- xii. The organizer is responsible for the organization of the Tournament in accordance with the provisions of the Civil Code of 23<sup>rd</sup> April 1964.
- xiii. The aim of the tournament is to select one team (5 players) that will achieve the best result in the entire tournament.

- xiv. For the purposes of this Tournament, a match [**hereinafter referred to as: "Match"**] shall be understood as one full game of the Counter Strike: Global Offensive computer game [**hereinafter referred to as "Counter Strike" or "Game"** Publisher: Valve corp. , in a best of 3 format (best of three). The match continues until one team wins two of the three games.
- xv. For the purposes of this Tournament, "**Team**" should be understood as a group of five natural persons, whose members are persons over the age of 13, having one representative, the team captain, who represents it.
- xvi. By entering the Tournament, the Participant confirms that he has read these Tournament Regulations, accepts them, and undertakes to comply with them.

## 2. Rules for participation in the Tournament

- i. Participation in the Tournament is voluntary and free.
- ii. Participants of the Tournament may be persons who have valid and up-to-date access to the Game in the original version. They cannot use illegal copies of the game.
- iii. Only natural persons who do not conduct business activity may participate in the Tournament. Only people over 13 years of age can take part in the Tournament.
- iv. The Tournament is intended for PC players (desktop computer, laptop meeting the requirements of the game).
- v. Minors who want to participate in the Tournament must provide the Organizer with the consent of their legal representative or guardian, an example of which is attached as Appendix 1 to the Regulations - a signed scan of the consent should be sent to [turniej@koolthings.com](mailto:turniej@koolthings.com), latest on 23.10.2022 at 23.59.
- vi. All participants of the Tournament must be citizens of one of the countries: Albania, Bosnia and Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia, Estonia, Latvia, Lithuania, Slovakia, Czech Republic, Cyprus, Greece, Hungary, Poland, Bulgaria, Romania , but they can be located anywhere beyond the European Union during the games.
- vii. Employees, associates and family members of the Organizer's employees as well as employees, associates and family members of the Sponsor's employees may not participate in the Tournament. Family members are understood as: ascendants, descendants, siblings, spouses, spouses of descendants, siblings, parents and siblings of spouses and persons who are in a relationship due to adoption.
- viii. The tournament is not open to natural persons who have ever participated in professional Counter Strike: Global Offensive competitions and have the status of the so-called "Professional CS:GO Player" i.e.:
  - a. have an official portal profile: [https://liquipedia.net/counterstrike/Main\\_Page](https://liquipedia.net/counterstrike/Main_Page)
  - b. have an official profile on the website: <https://www.hltv.org> and / or have (or have had) a contract with an e-sports organization as a competitor / player.

### 3. Requirements of the participant

- i. To take part in the Tournament, you must register on the Tournament website at <https://odyssey-masters.com/eng/> in the period from 17.10.2022 from 12:00 to 23.10.2022 to 23.59
- ii. To take part in the Tournament, the Participant must have:
  - a) an active Steam ID account
  - b) an active account on the Discord communication service <https://discord.gg/fCqN6q83Vy>, through which communication takes place during the Tournament.
- iii. Neither the Steam ID ( Participant's nickname ) nor the Discord account name may contain offensive terms or infringe the rights of third parties. Participants' nicknames may not contain vulgar content, inciting hatred on the basis of racial, national, ethnic or religious differences, and content commonly considered offensive.
- iv. The participant may participate in the competition only by playing from an account ( Steam ID ) that has been approved for qualification by the Organizer. Any change in this regard ( nickname change , playing from a different account) is allowed only in exceptional circumstances and must be approved by the Organizer and Administrator.
- v. The Participants are informed about the correct registration by an automatic confirmation sent in the form of an e-mail to the Participant's e-mail address provided during registration.
- vi. It is forbidden to deliberately use game errors, using so called Macro's, or any external programs that affect the gameplay or the setting of the game results. A participant who breaks any of the rules set out in these regulations will be immediately disqualified from participating in the Tournament.

### 4. The Tournament schedule.

- i. **Stage qualifications from October 24<sup>th</sup> , 2022 to October 30<sup>th</sup> , 2022.** Qualification for the Tournament takes place from October 24<sup>th</sup> , 2022 to October 30<sup>th</sup>, 2022. Participants in the teams created by them will compete with each other in a bracket format and advance to the main phase of the tournament, as detailed in point ii. below. Matches played in the Bo3 system ( Match to two won maps out of the three available in a given match), i.e. a result of 2: 0 or 2: 1 in the maps) .
- ii. **Main Phase The tournament runs from October 31<sup>st</sup> , 2022 to November 5<sup>th</sup> , 2022.** Teams that get through the qualifying stage will be divided into two groups (A and B), where each Team plays with everyone in the group also in a best of 3 format. the number of wins goes on to compete in the match for 3<sup>rd</sup> place.
- iii. **The Final of the Tournament will take place on November 6<sup>th</sup> , 2022.** Matches will be played in the best of 5 system. The match for the third place is played between the Teams with the second most wins in groups A and B, while the Final is played by the Teams with the most wins in groups A and B.

## 5. **Tournament Administration**

- i. The administrator is a person as indicated by the Organizer, whose task is to supervise the proper conduct of the competition and support the Participants and the Organizer in the proper conduct of the Tournament.
- ii. The Tournament Administrator supervises the correctness of the individual tournament games.
- iii. The Tournament Administrator may exclude a participant or participant's team from the tournament in the event that the participant or team uses errors to achieve an advantage over other players.
- iv. The administrator will be present on the Discord servers with the appropriate tag. Contact with the Administrator is also possible at [turniej@koolthings.com](mailto:turniej@koolthings.com)
- v. The administrator will check the match scores sent to the team. Will check the correctness of sent screen-shots as well as whether they were sent on time.

## 6. **Technical requirements**

- i. To participate in the Tournament it is necessary to, aside from the requirements as specified in point 3 "Requirements for the Participant".
  - a. have a connection to the public Internet network,
  - b. have a web browser (Chrome, Safari, Firefox , Microsoft Edge) that allows for the display of HTML documents on the device screen with the option of accepting cookies
- ii. The Organizer is not responsible for technical problems arising on the Player's side, including the failure of the Player's servers. The Organizer is not responsible for server failures, Game updates, bugs and technical errors on the part of the Game beyond the Organizer's control.
- iii. Moreover, the Organizer is not responsible for the inability to contact the Player due to the Participant providing incorrect contact details or for other reasons, such as permanent technical problems related to the selected form of communication.
- iv. Players are responsible for the proper operation of their equipment, internet connection and protection against attacks, such as ODOS.

## 7. **Broadcasts**

- i. The official broadcast of the Tournament will be conducted in Polish and English on the following websites: [odyssey-masters.com](https://odyssey-masters.com) and <https://odyssey-masters.com/eng/>, as well as on <https://www.twitch.tv/magvayer> - in English and <https://www.twitch.tv/pago3> in Polish and at <https://www.twitch.tv/testree>.
- ii. There is only one official stream to which the Organizer is entitled. The organizer may display the sponsors' logos as part of the official broadcast.
- iii. By taking part in the Tournament, participants agree to view and display their games as part of the broadcast.

i. **Screen-shots with match results**

i. Each Team is required to keep Screen-shots with the results of each Match and place them on a dedicated Discord server for Tournament participants

<https://discord.gg/fCqN6q83Vy>

ii. Screen-shots should be sent, placed in the appropriate room on Discord by the Team Captain no later than 30 minutes after the end of the last Match, of the competition of a given pair of teams.

iii. The team captain places and transmits the screen-shots

iv. The screen-shot submitted, should enable the Organizer to recognize the final result of the Match for each of the maps played. Unclear screen-shots, e.g. taken with a phone, with a damaged camera, will be considered ineffective.

v. If the Administrator deems that the transferred screen-shot taken by phone does not allow for the correct reading of the result or the Team has exceeded the allotted time for providing the screen-shot, the Administrator may exclude the team from further participation in the competition as a failure to meet the terms of the tournament.

**9. Prizes**

i. The prizes in the tournament are:

- 1<sup>st</sup> place: €1,000 (One-thousand Euro)
- 2<sup>nd</sup> place: 600 Euro (Six-hundred Euro)
- 3<sup>rd</sup> place: 400 Euro (Four-hundred Euro)

ii. The total value of all prizes is €2,000. (Two-thousand Euro)

iii. Prizes are awarded to the Teams that are placed 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> in the Tournament.

iv. The prizes may not be split or exchanged for any other in-kind prize or a cash prize in a different currency.

v. The prize cannot be transferred to a third party.

vi. The Winner may not waive a part of the Award, the surrender of a part of the Award shall mean the surrender of the entire Award.

**10. Tournament result, awarding of prizes:**

- i. Upon receiving the prizes, the Team Members will be asked to complete the Prize Acceptance Protocol and provide the data necessary to fulfil the obligations resulting from the provisions of tax law, i.e. name and surname, PESEL number, address of residence.
- ii. Failure to complete the Award Receipt Protocol will result in the loss of the award.
- iii. The winners of the tournament will be notified via the Discord channel and by e-mail.

**11. Payment of prizes:**

- i. The prize will be paid after completing the form - declaration for tax purposes.
- ii. Prizes will be paid within 30 days from the date the declaration is delivered for tax purposes to [turniej@koolthings.com](mailto:turniej@koolthings.com), but not later than by 15/12/2022.
- iii. If the Participant wins, the Organizer will request the data necessary to issue the prize in an e-mail to that Participant, such as:
  - name and surname of the Participant;
  - Participant's bank account number;
  - data required by tax law for the purposes of tax reporting related to the implementation of the Tournament, i.e. residence address, PESEL (National Insurance No.) number, relevant tax office or data of the relevant entity.
- iv. The participant is obliged to send the data via e-mails referred to in point iii within 5 days of receiving the message from the Organizer. Failure by the Participant to send the data referred to in paragraph 3 above, within the time limit specified in the first sentence, shall mean the loss of the Participant's right to the Prize.
- v. If it is not possible to notify the Participant about winning the Prize, lack of contact from the Participant within the indicated period, or if the Participant does not provide the required data within 5 days from the date of notifying the Participant about the win or providing false data, the award will not be granted, and The participant loses the right to the prize.
- vi. The prizes will be transferred by the Organizer to the account number indicated by the Participant in the message referred to in section iii above.
- vii. The Organizer is the entity issuing the prizes in the Tournament.

## **12. Tax on prizes**

### **12.1 Prize winners from Poland**

i. Pursuant to Article 21(1)(68) of the PIT Act, the following are tax-free: the value of prizes won in competitions and games organised and broadcast (announced) by mass media (press, radio and television) and competitions in the field of science, culture, art, journalism and sport, as well as prizes related to bonus sales - if the one-off value of such remuneration or prizes does not exceed PLN 2,000, the tax exemption for prizes related to bonus sale does not apply to prizes received by a taxpayer in connection with his non-agricultural business activity, which constitute revenue from such activity. However, prizes whose one-off value exceeds the amount of PLN 2,000 will be taxed as a whole - with a flat-rate 10% tax. The payer - the organiser of the competition - is obliged to collect the flat-rate 10% tax on prizes not covered by the exemption.

ii. An additional cash prize will be added to the value of each prize on which income tax on winning will be payable, in an amount equivalent to the lump-sum personal income tax on winning the Prize in the Tournament in an amount equal to 11.11% of the value of the Prize. The Prize Winner agrees that the amount of the additional cash prize shall not be paid to him/her but shall be used to pay the tax due on the Prize won in the Tournament

iii. The Organiser, as the payer of the lump-sum personal income tax, shall calculate, collect and remit to the appropriate Tax Office the lump-sum personal income tax due in respect of the Prize won, before releasing the Prize to the Prize Winner. The Prize Winner is obliged to provide the Organiser with all the data necessary for fulfilling the abovementioned obligations - refers to prizes for persons from Poland

### **12.2 Winners from Albania, Bosnia and Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia, Estonia, Latvia, Lithuania, Slovakia, Czech Republic, Cyprus, Greece, Hungary, Bulgaria, Romania**

i. As the Tournament is open to nationals of the following countries: Albania, Bosnia and Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia, Slovenia, Estonia, Latvia, Lithuania, Slovakia, Czech Republic, Cyprus, Greece, Hungary, Bulgaria, Romania, the taxation of the prize will be determined individually according to the regulations of the country from which the Winning Teams will come.

ii. To the value of each Prize on which tax is payable in respect of the Prize won, an additional sum of money will be added in the amount corresponding to the personal tax payable in respect of the Prize won in the Competition. The Prize Winner agrees that the additional monetary amount calculated towards the fee on the Prize is not payable to him/her, but is intended to be used to pay the tax due on the Prize won in the Tournament if the tax laws in his/her country of residence so provide.

iii. The Organizer, as the payer of the flat rate personal income tax, will calculate and pay the tax due on the Prize before issuing it to the Prize winner.

iv. The Prize Winner is obliged to provide the Organiser with all the necessary data to fulfil the above-mentioned obligations. The method of payment of the tax, should it be necessary, will be determined according to the regulations in force in the country of the Prize Winner.

### 13. **Complaints**

- i. The Tournament participants are entitled to a complaint. Complaints may be submitted in writing during the Tournament and up to 14 (fourteen) days from the end of the Tournament to the Organiser's address, i.e. ul. Śmiała 31A, 01-523 Warszawa, (the date of the postmark is decisive for meeting the deadline) or to the following address: [turniej@koolthings.com](mailto:turniej@koolthings.com) in the form of a scan with a signature. Complaints will not be accepted after the afore-mentioned deadline.
- ii. The complaint should include: name, surname and exact address of the Participant, contact telephone number, home address, e-mail address, detailed description and reason for the complaint, date and place of the event to which the claim relates, the content of the request and the participants signature.
- iii. Complaints will be considered in writing up to 14 days from the date of their receipt, but not later than 5<sup>th</sup> December 2022.
- iv. A participant submitting a complaint shall receive the Organizer's decision in writing to the address provided in the complaint.
- v. The complaint procedure is voluntary and does not exclude the Participant's right to independently pursue his claims through court proceedings.

### 14. **Personal data**

- i. The administrator of the Participants' personal data is Kool Things sp. z o.o., with its registered office in Warsaw (01-523), at ul. Śmiała 31A (hereinafter referred to as the "Personal Data Administrator").
- ii. Samsung Electronics Polska sp. z o.o. with its registered office in Warsaw (ul. Postępu 14, 02-676 Warsaw), entered into the Register of Entrepreneurs of the National Court Register by the District Court for the City of Warsaw, 13th Commercial Division of the National Court Register under KRS No. 0000128080, with NIP No. 526-10-44-039] (hereinafter: "Processor") will be the Processor.
- iii. The Data Administrator shall process the Participants' personal data with due care and in accordance with applicable laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("RODO").
- iv. The Data Administrator shall ensure that adequate measures are in place to protect Participants' data corresponding to market standards in order to protect and ensure its confidentiality, correctness and availability, as well as to protect it from unauthorised use or unauthorised access, in accordance with the guidelines and policies adopted by the Data Administrator and applicable laws.
- v. The Data Administrator will collect the following personal data from participants:
  - a. First and last name
  - b. Steam ID
  - c. E-mail address
  - d. Discord tag (e.g. Player#5281)
- vi. The personal data of Tournament Participants will be processed for the purposes of conducting the Tournament, including the verification and selection of Tournament Winners, as well as for the purposes of complaint proceedings and protection against possible claims

by Participants due to their participation in the Tournament. The personal data of the Tournament Winners will also be processed for the purpose of issuing the Prizes and documenting this fact for tax and accounting purposes and to fulfil the obligations imposed on the Organiser by the applicable legislation.

- vii. The legal basis for the processing of personal data is the Organiser's legitimate interest in fulfilling its obligations under the Tournament and in having proof of the issuance of the Prize for tax purposes, in particular for audit purposes. In addition, with regard to data processed in order to comply with statutory obligations imposed on the Organiser under tax and accounting legislation, the legal basis for processing is the necessity to comply with such obligations.
- viii. Each Participant is entitled to request from the Personal Data Administrator:
  - a. Access to and obtain a copy of his/her personal data;
  - b. a copy of his or her personal data provided to the Personal Data Administrator and forwarded to the Participant or other designated entity in a commonly used, computer-readable format;
  - c. to rectify the Participant's personal data when it is outdated, incomplete or incorrect;
  - d. erasure of the Participant's personal data in the situations set out in Article 17 of the DPA;
  - e. restriction of processing in the situations set out in Article 18 of the RODO.
- ix. Each Participant is also entitled to:
  - a. lodge an objection with the Personal Data Administrator on grounds relating to the Participant's particular situation to the processing of his/her personal data on the basis of the legitimate interests of the Personal Data Administrator, including profiling on this basis;
  - b. to object to the Personal Data Administrator to the processing of the Participant's personal data for the purpose of direct marketing of the Administrator, including profiling;
  - c. withdraw the consent given for the processing of personal data at any time. The withdrawal of consent shall not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal.
- x. If the Participant has any questions or wishes to exercise his/her rights, he/she may contact the Administrator by sending an email to [contact@koolthings.com](mailto:contact@koolthings.com) or by writing to the Personal Data Administrator.
- xi. Each Participant is also entitled to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection, contact details: <https://uodo.gov.pl/en/p/contact>; Infoline: 606-950-000.
- xii. Where data processing involves the transfer of data outside the European Economic Area, it will be carried out using standard contractual clauses approved by the European Commission, in order to ensure an adequate level of data protection as required by law.
- xiii. The provision of personal data by Participants is voluntary but necessary to participate in the Competition and (in respect of Winners) to receive the prize or (in the case of Participants making a complaint) to process the complaint. Failure to provide personal data will result in the inability to participate in the Competition or (in the case of Participants making a complaint) to process the complaint.
- xiv. The personal data of Participants in the Tournament will be stored for the period necessary for the execution of the Tournament. After the completion of the Tournament, the personal data of the Participants, including the winners of the Tournament, will be stored by the Administrator to the necessary extent until the statute of limitations for civil law claims

related to the Tournament and until the statute of limitations for liabilities/tax claims related to the prize obtained in the Tournament.

- xv. Where processed for purposes related to the fulfilment of legal obligations incumbent on the Data Controller, personal data will be processed and stored by the Data Controller for these purposes for as long as the Data Controller is required to do so by law.

#### **15. Provision of services by electronic means**

- i. As part of the Tournament, the Organiser shall provide free of charge to the Participants, under the terms and conditions described in these Rules, electronic services to the extent necessary for the execution of the Tournament.
- ii. Services provided electronically for the purposes of the Tournament shall be understood to mean enabling Participants to take part in the Tournament.
- iii. The contract for the provision of services by electronic means is concluded as soon as the Participant starts using the services covered by the Regulations.
- iv. In matters not regulated in these Regulations with regard to the provision of services by electronic means, generally applicable provisions of law shall apply, including in particular the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended).
- v. These Tournament Regulations are available to Participants in the Organiser's office and on the Polish website [odyssey-masters.com](http://odyssey-masters.com) and the English website [odyssey-masters.com/en](http://odyssey-masters.com/en) in a manner that allows its downloading to a terminal device in PDF format, storage and reproduction in the ordinary course of activities.

#### **16. Validity**

- i. The regulations are valid from October 17<sup>th</sup>, 2022 to the end of the final edition, i.e. November 6<sup>th</sup>, 2022

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**Annex 1 - Declaration by guardians and parents of participants under 18 years of age**

**DECLARATION**

I, the undersigned (name and surname, PESEL or no. of identity card or other document providing proof of identity) .....

declare that: I consent to the participation of my child (child's name, date of birth)

.....

in the Tournament entitled: "CS:GO Masters by Samsung Odyssey " according to the rules of the Tournament, on behalf of my child I consent to the processing of his/her personal data by the organisers of the Tournament and to their publication on the Tournament Organiser's website.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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