

Terms and Conditions of the “Wizz Air” Get Lost Campaign

1. Organiser, Definitions

1.1 Wizz Air Abu Dhabi LLC, with registered seat in ADFZ Business Park 1, PO Box 145076, Abu Dhabi, United Arab Emirates and Wizz Air Hungary Ltd. with registered seat in Hungary, 1103 Budapest, Laurus Offices, Kőér street 2/A, Building B (together the “**Organiser**”) are organizing a mystery flight activation based on photos skill competition “**Wizz Air Get Lost Campaign**”, which is to run from 28 August 2023 until 10 September 2023 (“**Competition**”).

1.2 The administrator of the Competition is Wizz Air Hungary Ltd. with registered seat at Hungary, 1103 Budapest, Laurus Offices, Kőér street 2/A, Building B “**Administrator**”.

1.3 Definitions

Entrant: Any person entering the Competition according to the present terms and conditions.

Entry: Completion of actions listed in Clause 3.2 below.

2. Entrants

2.1. Participation in the Competition is open to any person above the age of 18 with full legal capacity with Internet access, who is resident of the United Arab Emirates (“UAE”) but excludes members of the organizing association and their family (spouse/children) and any person who has generally helped to develop the Competition.

3. Entry requirements

3.1. Entry period: 30 August 2023 18:00 (GMT+4) until 10 September 2023, 23:59 (GMT+4)

3.2. Entry method:

In order to become an eligible Entrant, any participant shall during the Competition period:

- i) Post a photo of their most adventurous travel experience with the hashtag #GetLostwithWizz and tag @wizzair (the “**Submission**”);
- ii) Ensure that their profile are public and that they are following @wizzair on Instagram.

The winners will be announced via direct message by the Administrator’s Instagram account. In addition to such announcements, the Organizer reserves the right to announce the winners and the Submissions on the Wizz Air Facebook (<https://www.facebook.com/wizzair/>), Instagram (<https://www.instagram.com/wizzair/>), Tiktok, Twitter profiles (<https://twitter.com/wizzair>) and on wizzair.com.

4. Winner selection

4.1. On 10 September 2023, 23:59 (GMT+4) the Competition finishes.

4.2. Among the Entrants and Submissions that meet the entry requirements, seventy-five (75) winners, will be selected based on the best photo skill and most engagement by either likes or comments on Instagram

5. Awards

- 5.1. The prizes consist of 2 (two) tickets to Wizz Air Abu Dhabi's mystery flight to an unknown destination. One participant can win 1 (one) prize for the entire duration of the Competition.

6. Notification to Winners

- 6.1. The Winner will be notified by the Administrator via the respective Administrator's Instagram page by 12 September 2023.
- 6.2. Failure to respond to the Administrator within 24 hours of the date on which the Administrator sends the notification message, whether due to server malfunction or any other cause, will result in disqualification. In such case, the Organiser reserves the right to offer the prize to the next eligible Entrant selected in accordance with Clause 4. The Administrator does not accept liability for any disadvantages that may arise as the result of inability to receive message.
- 6.3. When the prize is awarded, the Administrator reserves the right to carry out all necessary checks to ensure that the winner meets the requirements of these Terms and Conditions.
- 6.4. If a winner does not meet the requirements, it will result in disqualification.
- 6.5. Winners may contact the Organizer at GetLost@wizzair.com.

7. Submissions

- 7.1. By entering the Competition, each Entrant grants to the Organiser and each of its affiliates, a fully paid-up, non-exclusive, assignable, sublicensable, worldwide, perpetual licence to display publicly and use for promotional purposes the Submissions. This licence includes, but is not limited to, posting or linking to the Submission on the Organiser's or its affiliates' websites and applications, including the Organiser's website, and displaying and promotion of the submission on any other media, worldwide. Entrants represent and warrant that the Organiser is free to use the Submission in the manner described in this Clause 7.1, as provided or modified by the Organiser, without obtaining permission or a licence from any third party and without any compensation to the Entrants (subject to the winners as selected in accordance with Clause 4).
- 7.2. By entering this Competition, each Entrant represents and warrants that the Submission is an original work of authorship, and does not violate any third party's intellectual property rights. If the Submission infringes upon the intellectual property right or other right of a third party, such Entrant will be disqualified at the Organiser's sole discretion. If the content of the Submission is claimed to constitute infringement of any intellectual property rights of any third party, the Entrant shall at his/her sole expense, defend or settle against such claims. The Entrant shall indemnify, defend and hold the Organiser harmless from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Organiser may incur, suffer or be required to pay arising out of such infringement or suspected infringement of any third party rights.
- 7.3. Each Submission must not contain any material that, in the Organiser's sole discretion, is (or promotes activities which are) defamatory, threatening, indecent, violent, obscene, hateful, slanderous, libelous, tortious, sexually explicit, pornographic, discriminatory, illegal, profane, harassing, offensive, or that promotes a political agenda or is contrary to Islamic principles.
- 7.4. If the Submission identifies or depicts any person other than the Entrant, the Entrant must have prior to submitting the Submission obtained written consent from such person to disclose their personal information for the purpose of the Competition, including such person's name, image

and/or other identifying information, as applicable, and the Entrant must be prepared to provide such signed authorisation upon request by the Organiser.

8. Data protection

8.1. The data protection provisions of the Competition are contained in the Privacy notice of the Competition available on the Organiser's website.

9. Limitation of Liability

9.1. By entering this Competition, all Entrants agree to release, discharge, and hold harmless the Organiser and its partners, affiliates, parents, subsidiaries, agents and all of their employees, officers, directors, agents and representatives from any and all claims, losses, and damages arising from or in relation to the participation in the Competition, including, but not limited to, negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury, arising out of or in relation to the Competition, a Submission, the creation or entry of the Submission, participation in the Competition, acceptance or use or misuses of the Awards and/or broadcast, transmission, performance, exploitation or use of the Submission as authorised or licensed by these Terms and Conditions.

10. Disputes

10.1. Entrants agree that this Competition shall be subject to and governed by the laws of Abu Dhabi Global Market, and the forum for any dispute shall be the competent Abu Dhabi Global Market courts. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Competition are hereby excluded and any Entrant expressly waives any and all such rights.

11. Final provisions

11.1. By entering this Competition, the Entrants participating in the Competition declare that they accept these Terms and Conditions and the Privacy notice, which forms an integral part of the present Terms and Conditions.

11.2. The Organiser does not reimburse the Entrants for any costs related to their participation in the Competition.

11.3. The Entrants are required to irrevocably, unconditionally and at the first request indemnify the Organiser in full against any obligations that might be imposed on the Organiser, also through a non-binding ruling, for any violation of the rights of third parties, including copyright and moral rights.

11.4. These Terms and conditions constitute the sole document that sets forth the terms and conditions of the Competition.

11.5. In the case of any doubts concerning the application of these Terms and Conditions, the Organiser has the right to issue a binding interpretation of its provisions.

11.6. Promotional and advertising material on the Competition is for information purposes only. Only the provisions of these Terms and Conditions are legally binding.

11.7. Wizz Air reserves the right to amend or alter the Terms and Conditions of Competition or withdraw the Competition at any time and reject Entries from Entrants not entering into the spirit of the Competition.

- 11.8. Nothing in these Terms and Conditions is intended to make the Organiser or any Entrant a general or special agent, legal representative, fiduciary, employee or servant of the other for any purpose.
- 11.9. If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of these Terms and Conditions are then frustrated, in which case the Organiser may terminate these Terms and Conditions and the Competition.
- 11.10. Excluding the Submissions, all intellectual property related to this Competition, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by the Organiser and its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the Organiser and/or its owners is strictly prohibited. Any use in a submission of the Organiser's intellectual property shall be solely to the extent provided for in these Terms and Conditions.

This Competition is not sponsored, administered, or organized by Instagram, LLC and no data is collected or processed by Instagram, LLC. Instagram, LLC shall not be responsible for any of the provisions above.

[August] 2023

Annex 1
Privacy and personal data protection notice

1. Introduction and the Controller

The present privacy and personal data protection notice (“**Privacy Notice**”) forms integral part of the Terms and Conditions of the Wizz Air “GET LOST WITH WIZZ” Instagram Promotion (“**Competition**”). Related to such competition the controller of the personal data to be processed is the Organiser. The Organiser may be contacted related to any personal data protection issue via the person responsible for data protection matters under the following contacts:

Data Protection Officer:

Address: 1103 Budapest, Laurus Offices, Kőér utca 2/A., B épület, Hungary

E-mail address: WADP@wizzair.com

The purpose of this Privacy Notice is to set out the relevant legislation and to describe the steps the Organiser is taking to ensure that it complies with it.

2. The General Data Protection Regulation

The 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 (“**GDPR**”) is one of the most significant pieces of legislation affecting the way the Organiser carries out its information processing activities. It is designed to protect the personal data of citizens of the European Union. It is the Organiser’s policy to ensure that the compliance with the GDPR and other relevant legislation is clear and demonstrable at all times.

2.1. Definitions

There are a total of 26 definitions listed within the GDPR and it is not appropriate to reproduce them all here. However the most fundamental definitions with respect to this Privacy Notice are as follows:

Personal data is defined as:

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’ means:

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’ means:

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' means:

a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

2.2 Principles relating to processing of personal data

There are a number of fundamental principles upon which the GDPR is based.

These are as follows:

1. Personal data shall be:

*(a) processed lawfully, fairly and in a transparent manner in relation to the data subject on the basis of an appropriate legal basis ('**lawfulness, fairness and transparency**');*

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');

*(c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('**data minimisation**');*

*(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('**accuracy**');*

*(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('**storage limitation**');*

*(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('**integrity and confidentiality**').*

Special categories of data such as personal data revealing racial or ethnic origin, religious beliefs, trade union memberships, genetic and biometric data, health data shall not be processed by the Organiser unless one of the special exemptions set out in Article 9 of the GDPR applies.

3. The personal data processed by the Organiser, the purpose of processing, the legal basis of processing and period of processing

In the framework of the Competition, the Organiser will carry the Selected Entrants, as defined in the Terms and Conditions of the Competition, to an unknown destination in the course of which the Organiser will organize the travel, accommodation, travel insurance and provide the Selected Entrants with a customized travel materials. Related to the Competition the Organiser will process the following personal data of the Entrants and the Selected Entrants.

3.1. Participation in the Competition (Entrants)

(a) name	Necessary to identify the Entrant
(b) e-mail address	Necessary to contact the Entrant
(c) telephone number	Necessary to contact the Entrant
(d) Instagram account name	Necessary to enter the Competition under Section 3 of Terms and Conditions
(e) country of residence	Necessary to enter the Competition under Section 2 of Terms and Conditions

The legal basis of the personal data processing is the consent of the Entrants (data subjects) under article 6 (1) a) of the GDPR.

The Organiser only processes the personal data of the Entrants until the end of the Promotion Period defined in Section 2.2 of Terms and Conditions. The Organiser permanently deletes all personal data after the Promotion Period with the exception as set out in section 3.2 below.

The Entrants have the right to withdraw consent at any time where the Organiser is relying on consent to process the personal data. However, this will not affect the lawfulness of any processing carried out before the withdrawal of the consent of the Entrants. If the Entrant withdraws his/her consent, the Organiser may not be able to provide certain services to the Entrant. The Organiser will advise the Entrant if this is the case at the time the Entrant withdraws his/her consent.

3.2. Selected Entrants and their Accompanying Persons

The Jury pursuant to Section 7 of the Terms and Conditions select Entrants who receive the Prize defined in Section 8 of the Terms and Conditions for two people. Related to the Selected Entrants and their companions the following personal data shall be processed:

(a) Name	Necessary to identify the Selected Entrant and his/her Accompanying Person
(b) E-mail address	Necessary to contact the Selected Entrant and his/her Accompanying Person
(c) Telephone number	Necessary to contact the Selected Entrant and his/her Accompanying Person
(d) Valid travel document copy, valid travel document number and the validity date of the valid personal travel document	Necessary to perform the agreement to which the Selected Entrant and his/her Accompanying Person are parties
(e) Date of birth	Necessary to perform the agreement to which the Selected Entrant and his/her Accompanying Person are parties
(f) photo of the Selected Entrant	Necessary to perform the agreement to which the Selected Entrant and his/her Accompanying Person are parties

The legal basis of the personal data processing of the Selected Entrants and their Accompanying Persons is the performance of the contract under article 6 (1) b) of the GDPR. In case the Selected Entrants and their Accompanying Persons are not willing to provide their personal data requested by the Organiser, the Organiser is not able to conclude to agreement with the Selected Entrants and their Accompanying Persons, therefore the Selected Entrants and their Accompanying Persons will not receive the Prize defined in Section 8 of the Terms and Conditions.

The Organiser process the personal data provided for 6 years following the performance of the agreement due to the general deadline of initiating civil law claims.

4. Recipient or categories of recipients of the personal data; international transfer

The Organiser may have to share the personal data of the Entrants, the Selected Entrants and the Accompanying Persons with the parties set out below for the purposes set out in Section 3 of this Privacy Notice:

- (a) the Jury as defined in Section 7 of the Terms and Conditions;
- (b) the Wizz Tours Kft. (registered seat: 1103 Budapest, Kőér utca 2/A B. ép. 4. em., Hungary) in order to organize the Prize for the Selected Entrants and their Accompanying Persons;
- (c) travel insurance providers in order to provide the travel insurance services for the Selected Entrants and their Accompanying Persons related to the Prize;
- (d) further third parties to perform the contract to which the Selected Entrants and their Accompanying Persons are parties (e.g.: hotels, transportation companies etc.);
- (e) supervisory authorities and other regulatory authorities or bodies.

The Organiser requires all third parties to respect the security of the personal data and to treat it in accordance with the law. The Organiser does not allow the third-party service providers to the personal data for their own purposes and only permit them to process the personal data for specified purposes and in accordance with the instructions of the Organiser.

Unless expressly stated otherwise herein, the Organiser does not transfer the personal data outside the European Economic Area (EEA) to a third country or international organisation.

5. Rights of Entrants, the Selected Entrants and the Accompanying Persons

The Entrant (data subject) also has rights under the GDPR. These consist of:

1. The right to be informed:
The data subject has the right to obtain from the Organiser confirmation as to whether or not personal data concerning him/her are being processed, and, where that is the case, access to the personal data and the information listed in Article 15 of the GDPR.
2. The right of access:
Request access to the personal data (commonly known as a “data subject access request”). This enables the data subject to receive a copy of the personal data the Organiser holds about him/her and to check that the Organiser are lawfully processing it.
3. The right to rectification:
Request correction of the personal data that the Organiser holds about the data subject. This enables the data subject to have any incomplete or inaccurate data held about him/her corrected, though the Organiser may need to verify the accuracy of the new data the data subject provides.
4. The right to erasure:
This enables the data subject to ask the Organiser to delete or remove personal data where there is no good reason for continuing to process it. The data subject also has the right to ask to delete or remove the personal data where the data subject has successfully exercised his/her right to object to processing (see below), where the Organiser may have processed his/her information unlawfully or where the Organiser is required to erase his/her personal data to comply with local law. Note, however, that the Organiser may not always be able to comply with such request of erasure for specific legal reasons which will be notified to the data subject, if applicable, at the time of the request.

5. **The right to restrict processing:**
This enables the data subject to ask the Organiser to suspend the processing of his/her personal data in the following scenarios: (a) if the data subject wants the Organiser to establish the data's accuracy; (b) where the use of the data is unlawful but the data subject does not want the Organiser to erase it; (c) where the data subject needs the Organiser to hold the data even if the Organiser no longer requires it as the data subject needs it to establish, exercise or defend legal claims; or (d) the data subject has objected to the use of his/her data but the Organiser needs to verify whether it has overriding legitimate grounds to use it.
6. **The right to data portability:**
Request the transfer of the personal data to the data subject or to a third party. The Organiser will provide to the data subject, or a third party he/she has chosen, the personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which the data subject initially provided consent for the Organiser to use or where the Organiser used the information to perform a contract with the data subject.
7. **The right to object:**
Object to processing of the personal data where the Organiser is relying on a legitimate interest (or those of a third party) and there is something about the particular situation of the data subject which makes him/her want to object to processing on this ground as he/she feels it impacts on his/her fundamental rights and freedoms. The data subject also has the right to object where the Organiser is processing the personal data for direct marketing purposes. In some cases, the Organiser may demonstrate that it has compelling legitimate grounds to process the information which override the rights and freedoms of the data subject.
8. **The right to complain:**
Every data subject has the right to lodge a complaint with a supervisory authority, in particular in the EU Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes the GDPR. Before the data subject takes any action the Organiser recommends to contact the person responsible for data protection matters within the organisation of the Organiser at any contact details described in Section 1 of this Privacy Notice.

Each of these rights must be supported by appropriate procedures within the Organiser that allow the required action to be taken within the timescales stated in the GDPR. These timescales are shown hereby:

Data Subject Request	Timescale
The right to be informed	When data is collected (if supplied by data subject) or within one month (if not supplied by data subject) according to the Organiser's external privacy policy or otherwise
The right of access	One month
The right to rectification	One month
The right to erasure	Without undue delay
The right to restrict processing	Without undue delay
The right to data portability	One month
The right to object	On receipt of objection

6. Addressing Compliance with the GDPR

The following actions are undertaken to ensure that the Organiser complies at all times with the accountability principle of the GDPR:

- The legal basis for processing personal data is clear and unambiguous in all cases
- A Data Protection Officer is appointed with specific responsibility for data protection in the organization
- All staff involved in handling personal data understand their responsibilities for following good data protection practice
- Training in data protection has been provided to all staff
- Rules regarding consent are followed
- Routes are available to data subjects wishing to exercise their rights regarding personal data and such enquiries are handled effectively
- Regular reviews of procedures involving personal data are carried out
- Privacy by design is adopted for all new or changed systems and processes
- The following documentation of processing activities is recorded:
 - Organization name and relevant details
 - Purposes of the personal data processing
 - Categories of individuals and personal data processed
 - Categories of personal data recipients
 - Agreements and mechanisms for transfers of personal data to non-EU countries including details of controls in place
 - Personal data retention schedules
 - Relevant technical and organisational controls in place

These actions will be reviewed on a regular basis (either as part of the management review process of the information security management system or otherwise).