

The "Sunset with Petar Dragojević" Terms and Conditions

(hereinafter referred to as "**Contest Rules**")

PLEASE READ THE RULES CAREFULLY AND ONLY PARTICIPATE IF YOU AGREE TO THE TERMS AND CONDITIONS AND ARE OVER 18 YEARS OF AGE.

Article 1. Company and headquarters of the Organizer

1.1. The prize contest is arranged and organized by LUKAS ŠPORT d.o.o., a limited liability company with registered seat in Gajeva 25, Kaštel Stari, Croatia, PIN nr. 53997482697 (hereinafter referred to as the "**Organizer**" or the "**Data Controller**")

This prize contest is in not sponsored, endorsed or administered by Instagram, neither affiliated with Instagram in any way.

2. Name of the prize contest, time, and venue

2.1. The name of the prize contest is "Sunset with Petar Dragojević" (hereinafter referred to as the "**Contest**") The prize contest takes place at the Tennis Center Makarska, in the territory of the Republic of Croatia, from 19:30 on June 3rd 2024 to 22:00 on June 3rd 2024 (hereinafter referred to as the "**Contest Period**").

2.2. The Contest will be held on Organizer Instagram page [WTA Makarska Open \(@makarskaopen\) • Instagram photos and videos](#).

3. Conditions of the participation

3.1. The right to participate in the Contest is open to all Croatian citizens residing or domiciled in the Republic of Croatia over the age of 18 who have their own Instagram profile (hereinafter referred to as the "**Instagram Profile**"), set up for public access, who are not included in the group of persons defined in 3.2 (hereinafter referred to as the "**Participant**"), may participate in the Contest during the period of time described in Section X of the Contest Rules (hereinafter referred to as the "**Contest Period**").

3.1.1. Participants who meet the following conditions on the Instagram social network can participate in the Contest:

By following the website www.instagram.com/makarskaopen (hereinafter referred to as "**Instagram**"), and by posting a photo or a video on the topic "Sunset with Petar Dragojević" between 19:30 and 21:30 on their story. The participants need to be following the page, have an open profile for visibility and tag @makarskaopen and @tenniscentermakarska. In addition to that they need to put the hashtag #makarskaopen2024 and #sunsetwithpetardragojevic therewith (hereinafter referred to as "**Application**");

3.2. By submitting the Application as described in the 3.1.1. , you also agree to (i) all the terms and conditions set out in these Contest Rules and (ii) the guidelines provided by Instagram and (iii) you acknowledge that you have read and understood the Privacy Policy associated with the Contest Rules.

3.3 If the Participant is a person over the age of 18 with limited legal capacity, he/she is entitled to claim the prizes listed in clause 4.5.1 of these Contest Rules only together with his/her legal representative, upon proof of identity of the legal representative.

3.4. If the Participant is a person over 18 years of age and is incapacitated, only his/her legal representative may act on his/her behalf, upon proof of identity of the legal representative.

3.5. Employees, members, agents of the Organizer and their close relatives as per The Civil Obligations act of Republic of Croatia (Official Gazette 35/05, 41/08, 125/11, 78/15, 29/18, 126/21, 114/22, 156/22,

155/23), article 67. paragraph 2 (hereinafter referred to as "**Civil Code**"), are excluded from participating in the Contest, as well as other direct contributors to the operation of the Game and their close relatives.

3.6. One (1) Participant may enter the Contest with more than one valid Application. However, a Participant shall only be entitled to one Prize during the Contest Period. An Application is valid if it complies with all requirements set out in these Contest Rules. The Organizer will only consider those Applications valid that are submitted to the Contest by the Participants via their own Instagram Profile. If the Participant does not use an Instagram Profile registered by him/herself, the Organizer or the Operator will disqualify the Participant from the Contest. The Organizer and the Operator exclude all liability for any disputes arising from the right to use an Instagram Profile in connection with the Contest.

3.7. By accepting these Contest Rules, the Participant declares that the data provided during the Application are true and correct.

3.8. The Participants will be identified by the data provided by them during the Instagram registration and provided to the Organizer during their participation in the Contest. The Organizer shall not be held liable for any technical problems (in particular, but not limited to, changes to the data, deletion of Instagram Profile, etc.) resulting from any changes to the data that are beyond the control of the Organizer.

3.9 By submitting an Application, the Participant acknowledges that the content, performance, message and data transmission and response speeds of the technical infrastructure of the Contest are dependent on the server technology and may be adversely affected by factors beyond the control of the Organizer, such as (but not limited to) connection failure, server computer performance, network congestion, coverage and the maintenance of a secure network connection. The Organizer and the Operator exclude all liability arising from this clause.

3.10 The Organizer may examine the Applications in order to comply with the terms and conditions of the Contest Rules and, if for any reason they or the Participant submitting them do not comply with the terms and conditions of the Contest Rules, the Participant concerned may be disqualified from the Contest.

3.11. The Organizer reserves the right to disqualify the Participant at any time during the duration of the Contest in the following cases:

- If the content does not comply with the defined contest rules;
- If the Participant sends content that he does not have the right to use;
- If the Organizer determines that the Participant has violated the right of personality of third parties by unauthorized publication of content;
- If the Participant violates the Rules or leaves incorrect personal data when giving consent;
- If the Participant uses fake profiles to participate in the Contest;
- If for any other reason that the Organizer deems to affect the fairness of the Contest.

All Participants who are disqualified according to the provisions of points 1-6. will not be specifically notified of their disqualification

Article 4. Prizes

The Organizer Expert Jury from the 5.2 of this Rules, will choose three (3) contest winners from among the Participants who have submitted an Application and who meet the requirements set out in the Article 3. of this Contest Rules.

4.1 Prizes: the following prizes (collectively referred to as the "**Prizes**") will be awarded to the Contest Winner among the participants during the Contest:

Main prize: 1x voucher for dinner for two at La Pentola Trattoria, value €60

Second and third place: 2x voucher for dinner for two at [PLACES] beach bar, value €60 each

4.2. The Participant shall only be entitled to the above Prize offered by the Organizer, and the Participant shall not be entitled to claim any other Prize in lieu of the Prize offered to him/her, or to change or select any feature of the Prize. The Organizer reserves the right to change the composition of the Prizes and the parameters of the Prizes in any case.

4.3. Prizes are non-transferable and cannot be exchanged for cash.

5. Selection of the Contest Winners and selection control

5.1. The Expert Jury will decide on the Contest Winners by June 3rd 2024 at 23:59 at the latest.

5.2. The Expert Jury consists of a total of 3 representatives, the tournament director Feliks Lukas, the artist Petar Dragojević and a member of artist's management team (**hereinafter referred as: Expert Jury**).

5.3. The winner on Instagram will be based on scoring the following criteria:

- The participant needs to take a photo or a video at the Tennis Center Makarska for the duration of the concert and post it to their story

-They need to be following the Makarska Open Instagram page

-The participants need to use the hashtag #sunsetwithpetardragojevic and #makarskaopen2024

-The participants need to tag @makarskaopen, @tenniscentermakarska

-The participant's Instagram page needs to be public so the Organizer for visibility

5.4. The Expert Jury will evaluate each Participant, who, in accordance with Article 3 of these Rules, had the right to participate in the Contest, giving him grades on a scale of 1 to 5 for each criterion. Participants will be ranked based on the results calculated in accordance with the above criteria. The participants who achieve the highest marks will be declared the winners of the prize competition.

5.4.1. The awarding of grades, and thus the selection of winners, is final, undeniable, and under the exclusive jurisdiction of the Expert Jury.

5.4.2. In the event that the Participants have the same number of points, the decisive criterion will be the overall impression of the Application, which will be scored separately.

5.5. During the selection of the prize contest winners, one of the members of the Expert Jury will keep a record in a form of the Contest Minutes that will contain the place and time of the selection of the winners of the Contest, the names and addresses of the members of the Expert Jury, the method of selecting the winners, the names and addresses of the winners, and a description of the prizes. The Contest Minutes will be signed by all members of the Expert Jury.

6. Notification of Winners and Delivery of Prizes

6.1. Dates on which the Organizer Expert Jury will take a selection of the Contest Winner (s):

2024 June 3rd after the concert is done, no later than 11pm

6.2. The Organizer will, under the provision of the article 5. of this Contest Rules, by the Expert Jury appoint altogether one (1) winner (the "**Winning Participant**") based on the criteria described 5.3. and 5.4. .

6.3. The Organizer will announce the Winning Participant after the concert.

As a condition of receiving the Prize, the Winning Participant must confirm the Notification within 24 (twenty-four) hours of its sending by sending a private Instagram message to the Instagram Page and provide the following personal details accurately: (i) full name, (ii) address, (iii) telephone number

(hereinafter referred to as "**Confirmation**"). If required by the Organizer for the purposes of the payment of any payout tax deduction that may be due on the Prize, and specifically notified to the Winning Participant by the Organizer, the Winning Participant must also provide the following information: first and last name; maiden name and last name; mother's maiden name and last name; place and date of birth; tax identification number; gender; nationality.

If the Organizer is unable to notify the Winning Participant within the above period due to the unavailability, untruthfulness, incompleteness/fault of the Instagram Profile or for any other reason, or the Player fails to respond to the notification, this circumstance shall not be considered as a liability for the Organizer and the Player shall no longer be entitled to the Prize.

The Organizer will send a response to the Confirmation within 12 h of its receipt at the latest, clarifying with the Winning Participant the exact procedure for the receipt of the Prize.

- The Winning Participant shall cooperate with the Organizer or the company acting on its behalf to ensure that the delivery of the Prizes takes place no later than June 3rd 2024. If the Winning Participant fails to comply with this obligation to cooperate and the timely delivery of the Prize is therefore prevented, the Organizer shall not be held liable for this circumstance. The Organizer cannot provide a further opportunity to collect the Prize, the period for collection cannot be extended and any failure to do so will result in forfeiture with regard to the Player in question.

- If the Prize is not delivered to the Winning Participant by June 3rd 2024 for reasons attributable to the Winning Player, the Winning Participant may no longer claim the Prize from the Organizer.

6.4 The Organizer may claim the Prizes subject to the conditions set out in the Contest Rules. If a Winning Participant fails to comply with this obligation to cooperate, and thus the claiming of the Prize under the conditions set out in this clause is not possible, this circumstance shall not be assessed against the Organizer or the Operator.

6.5 The Organizer shall exclude from the Contest any Participant to whom the Prize cannot be forwarded to because the personal data provided during the data reconciliation process following the Notification is not true, incomplete or incorrect, or the Participant who uploaded the Application does not meet the personal requirements described in these Contest Rules for any other reason. The Organizer and the Operator shall not be held liable for any loss or damage resulting from the incorrect information provided by the Participant.

6.6. The Organizer will publish the Prize and the Instagram Profile address of the Winning Participant(s) on the @Instagram Page within 24 (twenty-four) hours of the appointment of the winning participant, provided that the Winning Participant expressly consents to this.

7. Taxation, costs

7.1 The Organizer shall be liable for any taxes payable in relation to the Prizes. The Organizer shall have no further obligations other than the delivery of the Prizes as described above and the payment of the tax on them.. Any other costs incurred will be borne by the Participant.

8. Data protection

8.1. The data provided during the Game will be handled in accordance with the privacy notice attached to "Sunset with Petar Dragojević"

9. Miscellaneous provisions

9.1 Neither the Organizer nor the Operator assumes any liability for any defects/errors in the data contained in the Application or the Confirmation, for any failure or delay in the delivery of the Prize, or for any damage caused during the delivery of the Prize, which is beyond the control of the Organizer or the Operator.

9.2 The Organizer and the Operator exclude all liability for any external attacks on <https://www.instagram.com> and the server that operates it, so-called SQL attacks. If, as a result of an attack on the website or the server, the Players receive incorrect system messages regarding their prizes, winner/non-winner status, etc., the Organizer and the Operator shall not be liable for such cases.

9.3 The Organizer reserves the right to exclude a Participant from the Contest with immediate effect if it detects or has reasonable grounds to suspect any (computer) manipulation, mass-generated e-mail addresses or any conduct incompatible with or in breach of the spirit of the Contest.

9.4 If the Participant closes the browser window while uploading the comment or if the connection to the server's website is lost (for any reason), the Organizer or the Operator shall not be liable for any loss of data.

9.5 The Organizer and the Operator exclude any liability for any malfunction of the Instagram Page due to causes beyond their control, during which time Instagram may be unavailable or of limited use, but they will immediately take all necessary measures to identify and eliminate the cause of the malfunction as soon as possible.

9.6 The Participant undertakes, in accordance with the Instagram Promotions Policy, to refrain from asserting any claim for damages or other liability against the company operating the <https://www.instagram.com> website (Meta Platforms Ireland Ltd. and its subsidiaries and affiliates) in connection with the Contest. The Organizer acknowledges and accepts that this Contest is not sponsored, endorsed or administered by Instagram and that the Contest is not affiliated with Instagram. The data is not provided to Instagram but to the Organizer.

9.7 The Organizer shall not be held liable for any misadvertisement of the Contest if it is made without its consent for reasons beyond its control.

9.8. These Rules shall be governed by the Law of Republic of Croatia and any disputes arising in connection with participation in the Contest shall be subject to the exclusive jurisdiction of the courts of the Republic of Croatia . The Organizer reserves the right to amend the Contest Rules. The Organizer will publish the relevant information with the same publicity as other announcements related to the Contest on _____.

9.9. If any provision of these Contest Rules is invalid, illegal or unenforceable under the law of the Republic of Croatia, all other provisions of these Contest Rules shall remain in full force and effect and the invalid, illegal or unenforceable provision of these Contest Rules (so long as it remains invalid, illegal or unenforceable) shall be severed from these Contest Rules. The Participant and the Organizer shall use all reasonable efforts to replace the provision that is deemed invalid, illegal or unenforceable (sever with a valid, legal and enforceable provision that has the legal effect of the intended legal effect of the severed provision to the maximum extent possible).

9.10. The Organizer reserves the right to modify the terms and conditions of the Contest without giving any reason, including the termination of the Contest. The Organizer will publish the relevant information with the same publicity as other announcements related to the Contest. After the modification, the Participants may fully exercise their rights acquired up to the date of the modification. Before participating in the Contest, please always read these Contest Rules carefully, in particular with regard to any amendments, so that you are always aware of the terms and conditions of the Contest. Participation in the Contest is voluntary. The limitations and exclusions of liability in relation to the Content shall apply to the extent permitted by applicable law.

Organizer:

Lukas Šport d.o.o.

Makarska, June 3rd