

# MOTORWAY VIGNETTE WINTER LOTTERY 2023 RULES OF PARTICIPATION AND PLAYING



## 1. THE GAME ORGANISER

The competition "Autópályamatrixa TÉLI nyerőjáték 2023" (hereinafter referred to as the "Game") is organised and operated by aPlus Consulting Kft. (registered office: H-1037 Budapest, Bécsi út 269.) (hereinafter referred to as the "Organiser").

## 2. DURATION OF THE GAME

Start date: 20.11.20.2023 00:01

Closing date: 31.12.2023 24:00

## 3. CONDITIONS FOR PARTICIPATION IN THE GAME

The Game is open to natural persons (hereinafter referred to as the "Player") over the age of 18, resident or domiciled abroad and in Hungary. Persons under the age of 18 may participate in the Game only with parental consent. By participating in the Game, they accept all the terms and conditions set out in these Prize Draw Rules (the "Rules").

Participation in the Game is open to those who successfully purchase e-Matrixa during the game period at the designated offices of aPlus Consulting Kft, located at the border crossing points of Hegyeshalom, Nagykerék, Rajka and Tornyosnémeti and accept the terms and conditions of the game rules. A Player is entitled to purchase an unlimited number of stickers during the duration of the Game. The Player increases his/her chances in the draw with each transaction.

Players will be identified by the registration number provided when purchasing the sticker, so the Promoter shall not be held responsible for any technical problems arising from any changes to the data that are beyond the Promoter's control.

The employees of the Organizer and other persons involved in the organization of the Game and the close relatives of all such persons as defined in Article 8:1 (1) 1) of Act V of 2013 on the Civil Code of 2013 are excluded from the Game. By participating in the Game, the Player acknowledges that the Organiser may request a statement from the Player regarding the existence of the grounds for exclusion in this clause and compliance with the Game Rules. In the event of refusal to make a declaration, the Promoter shall be entitled to award the Prize to the Reserve Winner.

**You are considered an invalid player if:**

The Customer is under 18 years of age

The Customer is an employee of the Organiser or other persons involved in the organisation of the Game, or a close relative of any of these persons as defined in point 1 of paragraph (1) of Article 8:1 of Section 1 of Act V of 2013 on the Civil Code.

If the Customer has been published on [www.aplus.hu](http://www.aplus.hu) as a winner and does not notify the Promoter of his/her claim within 30 working days of the prize notification.

The Player shall request the Organiser to stop processing his/her data.

The Player does not accept the Game Rules for participation in the game.

If the Player fails to collect the prize delivered to him/her twice.

#### 4. WINNINGS, DRAW, NOTIFICATION OF WINNERS, PRESENTATION OF PRIZES

The Promoter will conduct the draw using a random number generator (named <https://www.random.org/>) for the prizes specified above. Prizes will be awarded to Players who comply in all respects with the Rules of the Game. The delivery of the prize is expected to take place within 30 (thirty) days after the draw. The draw will not be conducted by a notary. The results of the draw will be published by the Promoter on [www.aplus.hu](http://www.aplus.hu).

##### 4.1 Designation of prizes, draw

**Grand prize: 1 MOL GIFT gift card worth HUF 60,000**

**1 MOL GIFT gift card worth HUF 40.000**

**1 MOL GIFT gift card worth HUF 20.000**

Draw date: 15.01.2023.

A total of 3 main winners and 3 substitute winners will be drawn in the Grand Prize draw.

Everyone who has purchased a B2 e-vignette during the game period at the designated offices of aPlus Consulting Ltd, located at the border crossing points of Hegyeshalom, Nagykerek, Rajka and Tornyosnémeti, will be entered into the draw.

Game rules.

##### 4.2 Receipt of prizes, notification

The costs of personal income tax and health care contributions payable by the Winners upon receipt of the prize will be borne by the Promoter. If any Winning Player does not collect the Prize, he/she may no longer claim it from the Promoter. The Promoter is entitled to verify whether the Winner meets the criteria set out in these Rules.

The Promoter reserves the right to change the gifts throughout the duration of the promotion!

In the event that the winning Player is deemed to be void, the Promoter will draw 3 (three) Reserve Winners by random generation (hereinafter referred to as the "Reserve Winner").

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

The Promoter will post a list of the Winners of the Prizes on the Website at [www.aplus.hu](http://www.aplus.hu) no later than 5(five) business days after the relevant Winning Date or Draw.

The Winning Player must confirm the Winning Winner's Entry within 10 (ten) working days of its publication on the contact details provided on the Website and specify the exact address in Hungary or abroad to which the Winner wishes the Prize to be delivered, otherwise the Winning Player's Entry will be disqualified and the Promoter will select a Reserve Winner. In the event that the Promoter is unable to inform the Winning Winner within the timeframe specified, whether due to the fault of the Winner or otherwise, or if the Winner fails to respond to the list of winners published on the Website, this situation shall not constitute a liability of the Promoter. The Promoter excludes any liability for damages or any other liability in this regard.

The prizes will be sent by the Promoter by postal delivery to the relevant winner at the address provided by the Player at the time of confirmation of the Notification, either in Hungary or abroad. Two attempts will be made to deliver the prize by post.

The winning Player shall cooperate in order to receive the prize in accordance with the terms and conditions of the General Terms and Conditions of the Postal Service, Mail Order Business Rules. If the Winner fails to comply with his/her obligation to cooperate as set out in this clause and the delivery of the prize to the Winner is thus prevented, the Organiser shall not be liable for such failure. The postal costs of delivery of the Prizes shall be borne by the Promoter. If the Prize is returned to the Promoter on two separate occasions (not sought, unknown address, insufficient address or other indication) the Promoter will not be able to provide a further opportunity to collect the Prize and in such circumstances the Promoter shall be entitled to award the Prize to the alternate winner. The Promoter excludes any liability for damages or any other liability in this regard.

When delivering the prizes, the delivery courier is not entitled to ask for money for the package.

If the prize is damaged during delivery, the Promoter reminds the Winner not to collect the package, but to have the courier make a report on the spot and return the package to the Promoter for investigation.

The Promoter shall disqualify from the Competition any Competition in respect of which the prize cannot be delivered or given to the Player who submitted the Competition because the personal data provided in the Competition is not true, incomplete or incorrect, or the Player who submitted the Competition does not meet the personal requirements set out in these Rules for any other reason. The Promoter shall have no liability whatsoever as a result of the incorrect information provided by the Player.

## 5.ADDRESSES

The Promoter is liable for any VAT due on any Winnings. The Promoter shall have no further obligations other than the delivery of the Prizes and the payment of their tax deductions as

described above, and the Entrants may not assert any further claims against the Promoter; the Promoter excludes all liability in this regard.

## 6 USE OF THE WINNINGS

The MOL Gift Card can be used to purchase all products (any fuel or shop products) and services at MOL service stations.

The top-up value of the card, in case of a jackpot, is HUF 60.000, HUF 40.000, HUF 20.000.

The card is valid until midnight on the expiry date shown on the card.

The card can be redeemed at over 450 MOL service stations in Hungary.

The value of the card cannot be converted into cash.

## 7.PROCESSING OF PERSONAL DATA

### 7.1. Rules on processing of personal data and provision of information

In accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation), the Player, by the declaration provided upon registration, acknowledges and accepts all the terms and conditions of these Game Rules and, by giving consent in the registration interface, expressly consents to the Organiser processing, processing or having processed by a data processor the data provided upon registration and other data related to the Game and the prizes to the extent and for the purposes necessary for the Game and to retain such data for the duration of the data processing period.

In the event of specific consent given at the time of registration in the Game, the Player expressly consents to the data provided being recorded, processed and handled by the Organiser and its affiliated companies or processed by a data processor and electronically transmitted to the data processor and, in particular, to a company providing direct marketing preparation and a public opinion research company for the purpose of processing data in connection with opinion polling and customer contact.

The purpose of the data management is to conduct the Game and to assess opinions about the Organizer's services, to maintain customer contact and to directly contact the Player with contractual offers.

By giving consent to the processing of the data provided on the interface for the purpose of participating in the prize draw and for the purpose of sending direct marketing content, the Player expressly gives his/her consent to the Organiser using the data in the future for the purposes of its own marketing activities, for the purpose of presenting its products, for the purpose of preparing (personalised) offers and sending them to the Player.

## 7.2 Purpose, legal basis, duration, data processors and other data controllers

### Information

The period of processing of personal data provided for the purposes of the Game is 5 years, up to the maximum period during which any claim may be made in connection with the Game.

The data controller is the Organiser. The data will not be disclosed to third parties without the prior information and consent of the Participant, except in the cases provided for by law, and the transfer of data by Beauty Advisors to the data processor and the above mentioned disclosure.

Legal basis for processing: voluntary and informed consent given by the data subject during registration. The Participant may at any time withdraw his/her consent to the processing of data for marketing purposes, as provided for in the Economic Advertising Act, or request the deletion of his/her data by telephone, by calling the central customer service number provided by the Organiser at .... The Participant has the right to request the deletion of his/her personal data by telephone at the same contact details during the prize draw or after the date of the draw.

The data processor:

Company	Headquarters
aPlus Consulting Ltd.	1037 Bécsi út 269.

On the identity of any variable or additional processors during the period of processing information is available from the Organiser's Customer Service Office. The data may only be known by the data controller and persons having an employment or agency relationship with the data processor. In the event of a decision to use automated data processing, the Organiser will inform the participant, upon request, of the method used and its essence, and provide the participant with the opportunity to express his/her point of view. In defining and applying data security measures, the Organiser has implemented significant technical and organisational security measures to ensure the security of the personal data processed by the Organiser and to prevent unauthorised access, misuse and loss of data.

### 7.3 Remedies

For information on the rights and remedies relating to data processing, please consult the Articles 15-16 of the Data Protection Act under the heading "Ensuring the exercise of the rights of the data subject", including any objections to the processing, which may be addressed to the data protection officer of the controller at any time with repeated or additional questions. The data subject may also contact the National Authority for Data Protection and Freedom of Information (1125 Budapest, Szilágyi Erzsébet fasor 22/c.; [www.naih.hu](http://www.naih.hu); [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) or a court as provided for in the Infotv.

The participant may request the controller to inform him/her about the processing of his/her personal data, to rectify his/her personal data, and to erase or block his/her personal data, except for mandatory processing. The data subject should send any questions, requests for information or objections concerning the processing to the above contact details. The Organiser, as the data controller, is obliged to investigate the data subject's notification as required by law and to inform the data subject in writing.

## 8.MIXED PROVISIONS

The Promoter accepts no liability for any defects/errors in purchases (e.g. misspelling, address, incorrect or inaccurate information, etc.), for any failure or delay in delivery of the Prizes, or for any damage or loss caused by such delivery or such errors.

The Promoter does not assume any liability for the quality of the prizes, and the winner may, within the limits of the law, assert such claims against the manufacturer or distributor of the prize. If the winner fails to collect the prize sent by post 2 times, he/she may no longer claim it from the Promoter. This does not apply if the prize is not collected because the Winner refuses to accept it due to damage to the package.

The Organiser disclaims any liability for any external, so-called SQL attacks against the [www.aplus.hu](http://www.aplus.hu) Website or the server that hosts it. Therefore, in the event that an attack on the Website or the server results in players receiving incorrect system messages regarding their prizes, gifts, grand prizes, winner/non-winner status, etc., the Promoter shall not be liable in any way for such cases. The Promoter disclaims any liability for any failure of the website due to causes beyond its control, during which time the website may be unavailable or restricted, but will take all necessary measures to promptly identify and rectify the cause of the failure.

The Promoter reserves the right to exclude a Player from the game with immediate effect if it detects or has reasonable grounds to suspect any (computer) manipulation, mass emailing, or any conduct that is in any way incompatible with or offensive to the spirit of the game.

The law governing this Game and the Rules of the Game shall be exclusively Hungarian law. The Organiser reserves the right to change the Rules at any time for any reason and with due notice to the participants. The Game is subject to the provisions of the [autopolyamatrixa.hu](http://autopolyamatrixa.hu) GTC.

These Rules of the Game are effective from 20 November 2023.