Regulations for the SUMMER CONTEST Photographic Competition

Human Company srl with registered office in Via Gen. Dalla Chiesa, 13 50136 Florence, (hereinafter also referred to as the Promoter), in collaboration with Insta30, is organising the first edition of the "***hu* SUMMER CONTEST**" photographic competition, which will take place in the *hu openair* villages from 12th June 2023 to 25th September 2023.

1. PURPOSE OF THE COMPETITION

The competition aims to involve amateur or professional photography enthusiasts staying at one of the villages of the Human Company Group during the summer of 2023, who will compete in the creation of photos/videos in which they depict their own holiday, with the aim of collecting original and high-quality contributions drawing on the creativity of the public.

The selected photo/video will be used by the promoting company on its website and social media pages. This activity is to be considered excluded from the regulations on prize-winning events as it falls within the exclusion hypothesis referred to in letter a paragraph 1 art. 6 of Presidential Decree no. 430/2001 and the "prize" to the author of the selected photograph has the character of a consideration in recognition of personal merit.

2. PARTICIPANTS

The recipients are all holidaymakers over 18 years of age and resident in Italy, staying at one of the hu Openair villages in Italy in the 2023 summer season.

3. TERMS OF REGISTRATION AND MATERIALS REQUIRED

Registration is free of charge.

During the summer season 2023, at the infopoints of the hu openair villages it will be possible to request the Insta360 cam free of charge. Here, users will be able to try out the new Insta Cam Insta360 in the RS and X3 models, after filling in and signing the special "take-over and release declaration" form at the corner. Users will be able to use the camera to take photos and videos of their holiday at the village, which they can also transfer to their social media channels or print out as a souvenir.

In order to submit their own shot or video to this call for entries, users must post their entries on social media (Instagram or Tik Tok) by adding the # dedicated to the initiative: #husummercontest and tagging the profiles @huopenair and @insta360.

The deadline for participants to upload their contributions for the competition is 25 September 2023.

Contributions must respect the theme of the competition.

The user must add the official hashtags indicated in the description of the uploaded contribution.

*The contribution must remain activated/uploaded for the duration of the competition and up to 180 days after the date of the draw. The participant therefore undertakes not to remove the contribution and/or the tags/hashtags on pain of forfeiture of participation.

The Promoting Company will carry out a search on social media networks (Instagram or Tik Tok), downloading and acquiring the shots and videos associated with the parameters indicated in the previous period.

The shots and videos thus acquired will then be submitted for the consideration of a jury, which will select the most deserving contribution to be used by the Promoting Company in its future promotional campaigns.

4. TERMS

Participants can take part with contributions uploaded between 1 June and 25 September 2023.

The selection of the winning contributions will take place by 15 October 2023.

5. SELECTION CRITERIA

The 3 most deserving photographs/videos will be selected by a jury set up for this purpose.

The selection will be made according to the following criteria:

- originality;
- enhancement of the image of the Hu Openair villages;
- quality and ability to convey the values of a holiday in the HU OPENAIR villages (fun, thoughtfulness, holiday, etc.);

The author of the first selected entry will be identified as the winner of the competition. The 2nd and 3rd will be identified as reserve entries, in case it is not possible to proceed with the delivery of the prize to the winner.

Tik Tok/Instagram users may indicate their preferences by clicking on the "like" button, but their judgement willl not influence the decision of the jury, which shall be considered unchallengeable.

6. AWARDS

The winning photograph/video may be used by the Promoting Company for future promotional and/or advertising campaigns. The author may be involved in social media activities in order to promote his/her talent and give visibility to the photograph taken.
Furthermore, in recognition of personal merit, the author of the shot will receive a **camInsta360 One RS Twin Edition**, worth € 569.99 including VAT.

7. PRIZE NOTIFICATION AND DELIVERY

The winner of the competition will be notified with a Direct Instagram message sent from the Promoter's profile, to communicate the selection and to collect an additional contact information (email or telephone). At the same time, the winner will be invited to view the privacy policy and will be informed that their data will be processed solely for purposes related to the proper management of the competition, in accordance with the policy.

The competition secretary will use the contact details to collect the personal data useful for the delivery of the prize.

If the winner does not communicate that he/she accepts the prize and provide the personal data required for delivery of the prize within 7 days of notification of winning, he/she will be considered untraceable and the prize will be offered, in the same manner, to the runners-up identified, in order of drawing.

The prize will be delivered to the winning person by post or courier within 180 days (six months) of the date of award.

8. ANCILLARY PROVISIONS

The participant, who is the original author, assumes full responsibility for the truthfulness of the originality and authorship of the photograph/video submitted, and fully relieves the Promoter Company and the Companies related to the HU OPENAIR brand from any liability and/or direct or indirect damage caused to third parties due to false declarations concerning the authorship and legitimacy of the work.

More specifically, by posting their work on social networks (Instagram or Tik Tok) along with the # dedicated to the initiative (#husummercontest) and tagging the profiles @huopenair and @insta360 the participant:

> declares and guarantees

- that his/her work is original and that it does not infringe the copyright and/or related rights and/or trade mark rights/image rights or any other commercial and/or industrial and intellectual exploitation right of any natural or legal person;
- that he/she will hold the Promoting Company, as well as its assignees, fully indemnified and held harmless from any and all prejudicial consequences, costs, damages that may be caused to the same as a consequence of the breach of this declaration and guarantee. In particular, the entrant shall defend and fully indemnify the promoter against any damages (including costs) that the promoter is called upon to pay or agrees to pay to any third party as a result of an action or claim based on the fact that the mere possession or use of the work by the promoter infringes or has infringed the copyright, the right to a registered trademark, the right to patent, know-how, the right of invention, the right of image and any other exclusive right of a third party;
- for participation in the competition to use only photos and videos for which he/she has acquired all rights and consents from the natural persons photographed for their dissemination and subsequent use as defined in these regulations, also by third parties, in compliance with the applicable data protection regulations.

> authorises the Promoting Company, free of charge and without time limits, also pursuant to Articles 10 and 320 of the Italian Civil Code and Articles 96 and 97 of Law no. 633 of 22.4.1941, the Copyright Law, to acquire and use their entries as specified in the "acceptance and release declaration" form referred to in Article 3 above.

The Promoting Company undertakes to respect and protect the authorship of the works, with participants having the right to identify themselves by pseudonym.

The Promoting Company reserves the right to obscure and/or disqualify customisations made with elements which:

- are deemed offensive and contrary to public morals (vulgar, violent scenes, illegal activities, etc.);

- violate the rights of third parties in any way by presenting defamatory content, invading privacy or violating any copyright;
- are representative of competing brands.

9. INFORMATION PURSUANT TO REGULATION U3 2016/679

Data Controller: The Data Controller (i.e. the subject who determines the purposes and means of personal data processing and assumes responsibility for processing and having personal data processed correctly) is Human Company S.r.l. - registered office: Via Generale C. A. Dalla Chiesa 13 - 50136 Florence, Italy - operational headquarters: Via Generale C. A. Dalla Chiesa 13 - 50136 Florence, Italy - contact details of the data protection officer: rpd@humancompany.com

Purposes and legal bases of the processing [the "legal bases" are the conditions that make a purpose lawful in accordance with Articles 6 and 9 of EU Reg. 2016/679]: The processing operations that will be carried out have the following purposes:

> purposes related to the correct administrative and operational management of the competition for which the legal basis is contractual and legal fulfilments (art. 6 c. 1 lett. b-c) and the legitimate interest of the holder constituted by the effective and correct management of the Contest (art. 6 c. 1 lett. f);
> purposes declared in the "take-over and disclaimer" form with the relevant legal basis;
> to demonstrate the lawfulness of the Controller's actions; for this purpose, the legal basis is the legitimate interest of the Controller coinciding with the purpose itself (Art. 6 c. 1 lett. f EU Reg. 2016/679);
> to ensure compliance with current legislation (mentioned in this document); for this purpose the legal basis is the purpose itself (Art. 6 c. 1 lett. c EU Reg. 2016/679);
> to assert or defend a right (Art. 9 c. 2 lett. f EU Reg. 2016/679).

Furthermore, in the event of winning, further data necessary for the delivery of the award mentioned in art. 6 above will be acquired and processed exclusively for this purpose.

Nature of the provision of personal data: The provision of data by interested parties is optional, but refusal to provide such data will not allow participation in the photography competition.

Processing methods and persons in charge of processing: The data acquired may be processed using paper, computer and telematic tools by the following categories of data processors and/or persons in charge of processing: computer system management/maintenance staff; other authorised personnel within the limits of the tasks received and as provided for by company procedures; companies in any event connected to the Data Controller (parent companies, subsidiaries, affiliates), including abroad, and other parties (companies, professionals, etc.) who provide services connected with the purposes referred to above.

The audio-video-photographic recordings may:

- be reproduced on any known and future technical and/or multimedia support;
- be modified, always without distorting the context/meaning and always protecting the decorum and dignity of the person concerned, in order to adapt them to the purpose for which they are processed and the instrument used.

IN NO EVENT will the images and recordings be used in contexts that undermine the personal dignity and decorum of the subjects filmed.

Period of retention of personal data:

Without prejudice to the rights of the persons concerned, the selected audio-video-photographic recordings will be retained, even after possible dissemination, indefinitely.

The data related to the images selected for subsequent re-use will be kept by Human Company S.r.l. indefinitely to demonstrate the lawfulness of its actions.

Other images and related data processed in relation to the competition shall be kept for a period of time not exceeding 5 years.

Without prejudice to the rights of the persons concerned, audio-video-photographic recordings will be retained, even after possible dissemination, indefinitely.

Scope of communication: The personal data provided by the data subject or acquired as indicated in these Regulations may be communicated or made available to:

> associated companies (parent companies, subsidiaries, companies subject to the same control), for current administrative-accounting purposes;
> to parties who can access the data by virtue of a provision of law, regulation or Community legislation, within the limits provided for by such legislation;
> to parties indicated by the Data Subject or by a person acting on his/her behalf;
> other parties (companies/professionals), whether or not connected to the Data Controller who collaborate in the management of operations, or who carry out activities auxiliary to the purposes stated above, to the extent strictly necessary to carry out the tasks entrusted to them.

Naturally, all communications described above are limited to the data necessary for the recipient body/office to perform its tasks and/or achieve the purposes connected with the communication itself, always with reference to the purposes stated above.

Transfer to non-EU countries: Data for which consent to disclosure is given will, of course, also be downloaded and visible in non-EU countries.

Personal data will be transferred to subjects located outside the European Union to the country in which the data subject resides or is located exclusively within the scope of the aforementioned purposes.

The transfer will always be carried out in full compliance with the regulations:

- in the occurrence of one of the conditions set out in Article 49 of EU Reg. 2016/679:

(a) the data subject has explicitly consented to the transfer;
(b) transfer necessary for the performance of a contract concluded between the data subject and the data controller or the performance of pre-contractual measures taken at the request of the data subject;
(c) transfer necessary for the conclusion or performance of a contract concluded between the data controller and another natural or legal person for the benefit of the data subject;
e) transfer necessary for the establishment, exercise or defence of legal claims;

- and/or to entities obliged to guarantee an adequate level of protection, including by signing the standard contractual conditions indicated at European level (Commission Implementing

Decision (EU) 2021/914 of 4 June 2021) or adopting and documenting other forms of adequate guarantee as provided for in Article 46 EU Reg. 2016/679

Rights of the Data Subject: The data subject has the right:

> to request from the Data Controller access to his/her personal data and the rectification or erasure of the same (if no longer necessary; incomplete, erroneous or collected in breach of the law) or the restriction of the processing of his/her personal data and to object to its processing;
> if the processing is carried out by automated (IT) means and insofar as technically possible, to receive in a structured format or to transmit to him/her or to third parties indicated by him/her the information concerning him/her;
> to withdraw his/her consent at any time (without prejudice to the lawfulness of the processing based on the consent before revocation), of course for processing carried out on this basis;
> if the response to the data subject's request is not satisfactory or if he/she feels it is necessary, to lodge a complaint with the Authority for the Protection of Personal Data (http://www.garanteprivacy.it/) - Piazza Venezia n. 11 00187 ROMA - Telephone switchboard: (+39) 06.696771 - E-mail: protocollo@gpdp.it - certified mail protocollo@pec.gpdp.it

To exercise his/her rights, the data subject may contact the Data Controller, who can be contacted via the e-mail address privacy@humancompany.com or via the contact details already known to the relevant parties, or by contacting the director of the establishment, bearing in mind that it will not be possible to reply to requests where there is no certainty as to the identity of the applicant, especially if received by telephone.