

GAME RULES

„FIFA World Cup 2026”

hereinafter referred to as the “Rules”

§1. General Provisions

1. The organizer of the Game is Tolino Sp. z o.o., with its registered office in Katowice at ul. Oswobodzenia 1, 40-403 Katowice, entered into the Register of Entrepreneurs of the National Court Register under number 0000439303, Tax Identification Number (NIP): 9542738712, Statistical Number (REGON): 243009145 (the “Organizer”).
2. These Rules set out the terms and conditions of participation in the Game, as well as the rights and obligations of the Organizer and Participants.
3. The Game is organized under the name “FIFA World Cup 2026” (the “Game”).
4. The Game consists of predicting the results of football matches played during the FIFA World Cup 2026 (the “Matches”).
5. The Game is conducted via the online platform available at: mundial.tolino.pl (the “Platform”).
6. Participation in the Game is voluntary and free of charge.
7. The Organizer may temporarily restrict access to the Platform for technical, administrative, or security-related reasons.
8. The Game is organized within the territory of the Republic of Poland and runs from June 11, 2026, at 00:01 until July 19, 2026, at 23:59, or until the earlier occurrence of:
 - a. the conclusion of the FIFA World Cup 2026 final match,
 - b. the termination of the Platform’s operation, or
 - c. deletion of the Participant’s account.

9. The Game does not constitute a game of chance, lottery, mutual betting, or any other form of gambling within the meaning of the Polish Gambling Act of 19 November 2009.
10. The Game is intended solely for entertainment and educational purposes and is not aimed at generating financial gain or enabling betting between Participants.
11. Participation in the Game does not involve the possibility of winning cash or material prizes.

§2. Participants of the Game

1. The Game is intended for users of the Platform available at mundial.tolino.pl.
2. A Participant of the Game may be any natural person who jointly meets the following conditions:
 - a. is at least 18 years old, has full legal capacity, and resides within the territory of the Republic of Poland;
 - b. has fully completed the registration form available on the Platform (the "Registration Form") and accepted the provisions of these Rules;
 - c. has consented to the processing of the personal data provided in the Registration Form by Tolino Sp. z o.o., with its registered office in Katowice at ul. Oswobodzenia 1, 40-403 Katowice, for the purpose of enabling participation in the "FIFA World Cup 2026" Game, including its organization, administration, and settlement in accordance with these Rules.
3. Participation in the Game by the same person using multiple accounts created on the Platform is prohibited, regardless of whether such accounts were created by the same person or whether the person uses accounts belonging to other individuals.
4. By accepting these Rules, the Participant undertakes to comply with their provisions and confirms that all conditions required for participation in the Game have been met.
5. The Participant shares their predictions with other Participants taking part in the same ranking league created within the Platform (the "League").
6. The Organizer has the right to take action against a Participant who violates the provisions of these Rules, applicable law, or the principles of fair play, in particular in the event of:

- a. using more than one account within the same League;
 - b. undertaking actions that disrupt the proper functioning of the Platform or the course of the Game;
 - c. providing false information during registration;
 - d. exploiting technical errors of the Platform in a manner that may affect the course of the Game, the Participants' ranking, or the operation of the Platform.
7. Depending on the nature, scale, and circumstances of the violation, the Organizer may:
- a. issue a warning to the Participant;
 - b. temporarily restrict access to selected functionalities of the Platform;
 - c. temporarily suspend the Participant's account;
 - d. exclude the Participant from participation in the Game;
 - e. delete the Participant's account from the Platform.
8. The measures referred to in section 7 should be proportionate to the nature and consequences of the violation and should take into account the Participant's previous conduct.
9. Before taking actions referred to in section 7 points 2–5, the Organizer may request the Participant to provide explanations within a specified time limit, unless the nature of the violation justifies immediate action, in particular for reasons related to security or the protection of the rights of other Participants.
10. The Organizer shall inform the Participant of the decision taken by electronic means to the e-mail address provided during registration, together with a brief justification.
11. The Participant may withdraw from the Game at any time by deleting their account on the Platform or by contacting the Organizer.

§3. Rules of the Game

1. The Game consists of predicting the results of matches played during the FIFA World Cup 2026 by indicating the winner and the exact score of each Match.

2. The Participant predicts the result of a Match by indicating the expected score after regular playing time, i.e. after 90 minutes of the match, excluding extra time and penalty shoot-outs, unless the Organizer explicitly states otherwise within the rules of a given stage of the Game.
3. Within the Game, the Participant may not predict the results of individual players, the number of goals scored by a specific player, or other statistical events related to a Match, unless the Organizer provides additional functionalities within the Platform.
4. After making a prediction, the Participant may change or withdraw their prediction until the start of the relevant Match. Once the Match begins, the possibility to edit the prediction is automatically blocked until the Match ends and its official result is published.
5. The Participant may predict the outcome of any Match made available on the Platform before the start of that Match. Failure to submit a prediction for a given Match does not exclude the Participant from further participation in the Game.
6. The Participant independently decides which Matches they wish to predict within the Platform. The Participant is not obliged to participate in the Game regularly or to predict all Matches.
7. In the event that a Match is not played, is interrupted, postponed, or its official result is not determined for any reason, the Organizer may:
 - a. cancel the Match within the Game;
 - b. take into account the result officially announced by the organizer of the competition;
 - c. set a new prediction deadline for that Match.
8. In the event of cancellation of a Match, predictions relating to that Match shall not be included in the scoring, and Participants shall retain the number of points accumulated prior to the cancellation of the Match.
9. Participants are awarded points for correctly predicting Match results in accordance with the following scale:
 - a. correctly predicted exact Match result – 6 points;
 - b. correctly predicted goal difference together with the correct Match winner – 3 points;
 - c. correctly predicted Match winner – 1 point.

10. Points awarded for a single Match are not cumulative. A Participant may receive only 6, 3, or 1 point for a given Match.
11. Points for a given Match shall be assigned to the Participant's account no later than within 24 hours from the end of that Match or the publication of its official result.
12. The official source of Match results shall be the data published by the Organizer or official sources of the sports competitions covered by the Game.
13. A ranking of Participants with the highest number of points is maintained within the Game. The username selected by the Participant during registration (the "Nickname") is published in the ranking.
14. By joining the Game, the Participant consents to the publication of their Nickname and results in the ranking available to other Participants of the Game.
15. The Participant occupying the highest position in the ranking of a given League shall be the person who obtains the highest number of points during the duration of the Game.
16. If several Participants obtain the same number of points, the Organizer may apply additional ranking criteria, in particular the number of correctly predicted exact Match results or the time when the prediction was submitted.
17. Participation in the Game does not involve the possibility of obtaining cash winnings or material prizes. No awards or benefits of a pecuniary nature are granted within the Game.
18. The Organizer reserves the right to correct the scoring, results, or ranking in the event of:
 - a. detection of technical errors;
 - b. Platform failures;
 - c. irregularities in the calculation of points;
 - d. violations of these Rules affecting the course of the Game;
 - e. receipt of corrected or officially amended Match results.
19. The Organizer may temporarily restrict access to functionalities related to predictions or rankings in the event of technical works, maintenance, Platform updates, or failures of IT systems.

20. The Organizer shall exercise due diligence to ensure the proper operation of the Platform; however, the Organizer shall not be liable for temporary interruptions in access to the Platform resulting from technical reasons, force majeure, issues on the part of telecommunications service providers, or other circumstances beyond the Organizer's control.

§4. Technical Requirements

1. Participation in the Game requires:
 - a. a device enabling data communication, in particular a computer, smartphone, or tablet with Internet access;
 - b. an up-to-date web browser enabling the use of the Platform, whereby the Organizer recommends using the latest version of Google Chrome;
 - c. maintaining an active Participant account on the Platform.
2. The Organizer shall exercise due diligence to ensure the proper and uninterrupted operation of the Platform; however, the Organizer does not guarantee that the Platform and its functionalities will be continuously available and completely free from errors, disruptions, or technical interruptions.
3. To the extent permitted by applicable law, the Organizer shall not be liable for technical limitations, data transmission errors, interruptions in Internet access, problems resulting from devices or software used by the Participant, or other circumstances beyond the Organizer's control that may affect the ability to use the Platform or participate in the Game.
4. To the extent permitted by applicable law, the Organizer shall not be liable for data loss, delays in data transmission, technical errors, failures of IT systems, malicious software, computer viruses, unauthorized access to Participants' accounts, or other actions of third parties, provided that such events occurred for reasons beyond the Organizer's control.
5. The Organizer may temporarily restrict access to the Platform or selected functionalities thereof due to technical works, maintenance, system updates, or the removal of failures.
6. The Organizer shall not be liable for the inability to participate in the Game resulting from the Participant's failure to meet the technical requirements specified in this section, in particular

due to the use of unsupported devices, outdated software, or improper hardware or Internet network configuration.

7. The Participant is obliged to use the Platform in accordance with its intended purpose, applicable law, the provisions of these Rules, and Internet security principles, in particular to protect access credentials to the account and not disclose them to third parties.
8. The Platform may use cookies and similar technologies necessary for the proper operation of the Platform, maintaining the user session, ensuring security of the use of the Platform, and conducting statistics related to the functioning of the Platform.
9. The Organizer reserves the right to introduce technical, functional, or graphical changes to the operation of the Platform, provided that such changes do not worsen the conditions of participation in the Game.

§5. Copyright

1. By completing the Registration Form, the Participant declares that the graphic identifying the Participant within the Platform, including in particular a photo, illustration, icon, graphic character, or other visual element (the "Avatar"), has been used in compliance with applicable law and that the Participant has the right to use the Avatar to the extent necessary for participation in the Game and its presentation within the Platform and rankings.
2. The Participant declares that the Avatar:
 - a. does not infringe the rights of third parties, in particular copyrights, industrial property rights, personal rights, or image rights;
 - b. does not contain content contrary to law, public morals, or principles of social coexistence;
 - c. does not contain offensive, discriminatory, vulgar content, content encouraging violence or hatred, or content infringing the rights of other persons.
3. The Participant shall be responsible for the compliance of the Avatar with applicable law and for the consequences of its use within the Platform.

4. If the Organizer receives credible information regarding a possible infringement of third-party rights by the Avatar, or if the Organizer determines that the Avatar may violate the provisions of these Rules, the Organizer shall have the right to:
 - a. temporarily block publication of the Avatar;
 - b. remove the Avatar from the Platform;
 - c. request the Participant to change the Avatar within a specified period.
5. The Organizer shall inform the Participant about the actions referred to in section 4 electronically to the e-mail address provided during registration. The Participant shall have the right to submit a complaint in accordance with §7 of these Rules.
6. If a third party brings claims against the Organizer arising from infringement of their rights in connection with the Participant's use of the Avatar, the Participant undertakes to cooperate with the Organizer in clarifying the matter and, to the extent resulting from applicable law, to remedy the damage caused for reasons attributable to the Participant.
7. The Organizer does not acquire any economic copyrights to Participants' Avatars. The Participant grants the Organizer a non-exclusive, free-of-charge license valid for the duration of participation in the Game to use the Avatar solely for the purpose of organizing, conducting, and presenting the results of the Game within the Platform.

§6. Personal Data

1. The controller of the Participants' personal data is Tolino Sp. z o.o., with its registered office in Katowice at ul. Oswobodzenia 1, 40-403 Katowice (the "Controller").
2. Participants' personal data shall be processed solely for the purposes of:
 - a. enabling participation in the Game;
 - b. organizing and properly conducting the Game;
 - c. maintaining rankings and servicing Participants' accounts on the Platform;
 - d. handling complaints and requests related to participation in the Game;
 - e. ensuring the security and proper functioning of the Platform.

3. Personal data shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").
4. The legal basis for processing Participants' personal data is:
 - a. the necessity of processing for the performance of the provisions of these Rules and enabling participation in the Game – Article 6(1)(b) GDPR;
 - b. the legitimate interest of the Controller consisting in ensuring the security of the Platform, preventing abuse, and pursuing or defending against claims – Article 6(1)(f) GDPR.
5. Providing personal data is voluntary; however, it is necessary for participation in the Game and the use of the functionalities of the Platform.
6. Participants' personal data may be disclosed to entities cooperating with the Controller solely to the extent necessary to ensure the operation of the Platform, technical support, hosting, IT system security, or handling requests and complaints, based on appropriate personal data processing agreements.
7. Participants' personal data shall not be sold or disclosed to third parties for marketing purposes without the Participant's separate consent.
8. Participants' personal data shall be stored for the duration of the Game and until the limitation period for any claims related to participation in the Game expires, unless applicable law requires a longer retention period.
9. The Participant has the right to:
 - a. access their personal data;
 - b. rectify personal data;
 - c. erase personal data;
 - d. restrict the processing of personal data;
 - e. data portability;
 - f. object to the processing of personal data;

- g. withdraw consent to the processing of personal data at any time, whereby withdrawal of consent shall not affect the lawfulness of processing carried out prior to such withdrawal.

10. In order to exercise the rights referred to in section 9, the Participant may contact the Controller:

- 1. in writing at: Tolino Sp. z o.o., ul. Oswobodzenia 1, 40-403 Katowice;
- 2. electronically via e-mail at: dane@tolino.pl.

11. The Participant has the right to lodge a complaint with the President of the Personal Data Protection Office if the Participant believes that the processing of their personal data violates applicable law.

12. Participants' personal data shall not be processed in an automated manner, including profiling, subject to technical processes necessary for the proper operation of the Platform and ensuring the security of its use.

13. The Controller applies appropriate technical and organizational measures aimed at protecting Participants' personal data against unauthorized disclosure, loss, destruction, or unauthorized access.

§7. Complaint Procedure

1. The Participant has the right to submit complaints regarding the course of the Game, the operation of the Platform, point calculation, ranking functionality, or other matters related to participation in the Game.

2. Complaints may be submitted:

- a. electronically to the Organizer's e-mail address: kontakt@tolino.pl;
- b. in writing to the Organizer's registered office address specified in these Rules.

3. A complaint should include:

- a. data enabling identification of the Participant;
- b. a description of the objections or issue raised;
- c. justification of the complaint;

- d. where possible, information or materials helpful for examining the complaint.
- 4. Complaints may be submitted throughout the duration of the Game and within 14 days from the date of its completion.
- 5. The date of submission of a complaint shall be deemed the date on which the complaint is received by the Organizer.
- 6. The Organizer may request the Participant to supplement information necessary to examine the complaint if the data provided proves insufficient.
- 7. Complaints shall be examined without undue delay, no later than within 14 days from the date of their receipt, subject to section 6. If supplementation of the complaint is necessary, the deadline shall run from the date of receipt of the required information.
- 8. The Participant shall be informed about the result of the complaint examination in the same form in which the complaint was submitted, unless the Participant indicates another preferred method of contact.
- 9. The Organizer shall examine complaints with due diligence, taking into account the provisions of these Rules and the circumstances of the specific case.
- 10. Submission of a complaint shall not exclude or limit the Participant's right to pursue claims under applicable law.

§8. Final Provisions

- 1. The Organizer may contact Participants electronically, in particular via the e-mail address provided during registration, regarding matters related to the organization, conduct, and servicing of the Game.
- 2. The Organizer shall exercise due diligence to ensure the proper conduct of the Game and the proper operation of the Platform.
- 3. The Organizer shall not be liable for consequences resulting from Participants' failure to comply with the provisions of these Rules, applicable law, or security principles related to the use of the Platform.

4. The Organizer reserves the right to amend the provisions of these Rules, the rules of the Game, or the functionalities of the Platform for important reasons, in particular:
 1. changes in legal regulations;
 2. the need to ensure security or proper functioning of the Platform;
 3. prevention of abuse or violations of these Rules;
 4. organizational or technical changes related to the conduct of the Game;
 5. changes in Match dates or the rules of sports competitions covered by the Game.
5. Amendments to these Rules may not lead to deterioration of rights acquired by Participants before the effective date of such amendments.
6. The Organizer shall inform Participants about amendments to these Rules electronically or via the Platform at least 3 days before the planned effective date of the amendments, unless the necessity of introducing the amendments results from mandatory provisions of law or the need to immediately eliminate a threat to the security of the Platform or Participants.
7. Matters not regulated by these Rules shall be governed by Polish law, in particular the provisions of the Polish Civil Code and regulations concerning personal data protection.
8. These Rules are available free of charge on the Platform in a manner enabling the Participant to obtain, record, and reproduce them at any time.