

**OFFICIAL REGULATION OF THE PROMOTIONAL CAMPAIGN**  
**"Julius Meinl, Pay With a Poem"**

**SECTION 1. ORGANIZER OF THE PROMOTIONAL CAMPAIGN**

**1.1.** The promotional campaign "**Pay with a Poem**" (hereinafter referred to as the "Campaign") is organized by Julius Meinl Industrieholding, with the offices in Julius-Meinl-Gasse 3-7, 1160 Vienna, Austria, registered with the Trade Registry under number 102559y, tax code: ATU 41214501, hereinafter referred to as the "Organizer", through the agency S.C. BV. McCann-Erickson S.R.L., with the registered office in Bucharest, Strada Jules Michelet, numarul 18, Sectorul 1, registered with the Trade Register under number: RO 8084031, referred to as the "Agency".

**1.2.** The decision to run the Campaign according to this Regulation (hereinafter referred to as the "**Official Regulation**") is final and binding on all Participants. The Organizer reserves the right to amend or change this Official Regulation under a duly executed addendum to this Regulation. Such amendments will be effective as of the date when these are published on the Campaign website, or starting with any other data set out under the addendum.

**SECTION 2. VENUE AND LENGTH OF THE PROMOTIONAL CAMPAIGN**

**2.1.** The Campaign is organized and implemented in the participating locations which are partners of Julius Meinl, as these are listed in the official website [www.meinlcoffee.com](http://www.meinlcoffee.com), hereinafter referred to as the "Participating Locations".

The Campaign is implemented on 21 March 2020, according to the opening hours of the participating location Julius Meinl cafes, in accordance with the provisions of this document, presented as the Official Regulation.

**SECTION 3. RIGHT TO PARTICIPATE**

**3.1.** The Campaign is intended to all individuals who are at least 18 years old on the Campaign start date, have their the domicile/address in the territory of the participating countries, and have fully and freely consented to provisions of this Regulation.

**3.2.** Participation in this Campaign imposes full, express and unequivocal knowledge and acceptance of this Official Regulation.

**3.3.** The Official Campaign Regulation can be accessed free of charge on the official website [www.meinlcoffee.com](http://www.meinlcoffee.com).

**SECTION 4. MECHANICS OF THE PROMOTIONAL CAMPAIGN**

**4.1.** In order to enter the Campaign, the participants are required to meet the following conditions:

- They have the right to participate pursuant to the provisions of article 3 above;
- Entry shall be opened only during the Campaign period reference is made to at article 2 above;
- The participants are required to come to one of the Participating Locations which are partners of Julius Meinl, as these are listed on the Julius Meinl website

[www.meincoffee.com](http://www.meincoffee.com), during their opening hours;

- The Participants are expected to write a poem on the spot, using the materials made available in the Participating Locations, in exchange of which they will receive, free of charge, one coffee or tea;
- In order to enter the Campaign, besides the poem, participants are also required to fill-in their following personal data: name, e-mail address and signature, to agree with the regulation, as well as the processing of personal data;
- The Participant may also choose to assign the copyrights present on the material on which the poem is written by checking: „I hereby agree that Julius Meinl can process my personal data exclusively for the purposes detailed in the terms and conditions at [meincoffee.com/termsandconditions](http://meincoffee.com/termsandconditions) and on the table tent placed on the table”, found in Annex 4 of this Regulation, which will give the possibility for the poem to be published on the Worldreader website, if selected. Information regarding the personal data processing can be found in Annex 3 to this Regulation;
- Out of all entries made during the Campaign period, meaning out of all poems written on 21 March 2020, who have checked the assignment of copyright to the Organizer, whom shall submit a maximum of 40 poems written in the Julius Meinl participating cafes to Worldreader to judge the best 10 poems. If the Organizer does not have sufficient entries, he will only send to Worldreader the poems selected by him according to those mentioned;
- The 10 winning poems will be posted on the Worldreader website, [read.worldreader.org](http://read.worldreader.org)

**4.2.** The **Organizer** reserves the right to not consider the entries:

- which do not meet the requirements laid down under the relevant legislation or which are illegal, dangerous, malicious, slanderous, obscene, pornographic or vulgar, defamatory, racist or xenophobic, or infringe any copyright; any comments which may be considered as inciting to criminal or illegal acts will be disregarded, too;
- do not meet all the conditions laid down under art. 4.1;
- are considered unacceptable, at the Organizer’s discretion.

## **SECTION 5. PRIZES OF THE PROMOTIONAL CAMPAIGN**

**5.1.** The Campaign prizes will be awarded as follows:

**Campaign prizes:**

**a. Guaranteed prizes:**

**In the 1st stage, the prizes awarded** consist of a coffee/tea at the choice of the consumer, according to the stock of the location, and are won on the spot, on the basis of the poetry lines written by the Participants in the Julius Meinl Participating Locations.

**b. Prizes awarded by judging:**

**In the second stage, the prizes awarded by judging consist of publication** of the best 10 poems written on the website [www.worldreader.org](http://www.worldreader.org). The jury is formed of members of the Organizer and members of Worldreader; Only the poems for which the Organizer received the right to use these poems from the participants will be taken into consideration during the judging.

Part of the Campaign, a Participant that writes a piece of poetry in the Julius Meinl cafes can only win one single prize, being one single cup of coffee or tea regardless of the number of poems written, and can only be published one single poem, provided that they write more.

The winners of the prizes awarded in this Campaign cannot cash in the amount of the prizes, or of any other products. Also, the prizes are not transferable.

## **SECTION 6. PRIZE AWARDING, ANNOUNCEMENT AND WINNER VALIDATION PROCEDURE**

### **6.1. Prize awarding**

**According to the Campaign Prizes, these will be awarded as follows:**

#### **Guaranteed prizes**

All visitors of the Julius Meinl Participating Locations who write a poem will receive a guaranteed prize on the spot consisting of a cup of coffee or tea;

#### **Prizes awarded by judging**

All poems written and entered in the Campaign and for which the participants gave up their rights, will then be judged, and only 10 of them have the chance to be published on the website [read.worldreader.org](http://read.worldreader.org).

#### **The selection of the poetry lines entered in the Campaign shall be done as follows:**

After the end of the campaign, the representatives of the Organizer from Austria will have access to all the submitted poems for 1 year from the end of the campaign.

From all the poems registered that comply with the conditions imposed by the regulation and which have checked „I consent to this story being published on Worldreader Platforms” the representatives of the Organizer from Austria will select a maximum of 40 poems, which will enter the final jury to be made by the representatives of **Julius Meinl from Austria, together with the representatives of Worldreader**, who will select, by the latest the date of 21 April 2020, at 11:59 PM, 10 winning poems.

Before **21 April 11:59 PM**, the representative of Julius Meinl from the headquarters and the Worldreader members will judge all the poems entered on the basis of the criteria listed below.

The judging stage implies means scoring each criterion from 1 to 5 points, and the final score shall be the sum of the points scored to the 6 judging criteria below.

#### **Judging criteria:**

1. Originality and creativity of the chosen theme;
2. Coherent wording;
3. Impact of the poem and the ideas featured therein;
4. The text shall not contain any vulgar or offensive elements;
5. The text shall not make reference to any other registered or unregistered marks;
6. It should be their own intellectual property and not a copied poem.

The list of the 10 poems selected shall be published on the official website [www.worldreader.org](http://www.worldreader.org) before the date of 15 June 2020, at 11:59 PM.

The winner shall assign any rights on the material they write, and on the basis of which they are awarded a prize. This can be then used by the Organizer, without any space and time limit, on any marketing material, without prior notice.

**The poem validation process** shall consist of checking whether the conditions laid down under Section 3 are met by the participant.

**The winning poems will be posted on the official Campaign website, [www.worldreader.org](http://www.worldreader.org),** before the date of 15 June 2020, at 11:59 PM.

## **SECTION 7. LIABILITY**

**7.1.** The Campaign Organizer shall only award the prize to those winners who participated in the Campaign, observing as such provisions of this Official Regulation.

**7.2.** The Organizer and the other entities involved in the Campaign will assume no liability whatsoever for, nor will they be involved in any way in any disputes concerning ownership of the prizes once these are granted. No dispute regarding ownership of the prizes shall influence the principle according to which the Campaign Organizer awards the prize to the individual who observes the provisions of this Official Regulation.

**7.3.** The Organizer is under no obligation whatsoever to exchange any correspondence in connection with non-winning claims which occurs after the end of this Campaign.

**7.4.** The Organizer shall be entitled to take all necessary measures in case of attempted fraud, abuse or any other attempts that might affect the image, or the costs of this Campaign.

**7.5.** Should any individual be identified as having influenced or facilitated the winning of prizes, the Organizer shall be entitled to take legal proceedings against the relevant individuals, based on the available evidence. Any intention to influence the Campaign's results shall lead to elimination of the respective Participant from the Campaign.

## **SECTION 8. DATA CONFIDENTIALITY**

By entering the "Pay with a Poem" Campaign, the Participants agree to, and undertake to observe the binding provisions of this Regulation.

Information regarding the personal data processing can be found in Annex 1 to this Regulation.

## **SECTION 9. DISCONTINUATION OF THE CAMPAIGN**

**9.1.** This Campaign may come to an end in case of a force majeure\* event, including the Organizer's impossibility to continue it for reasons beyond its control.

\*Force majeure, defined as the unforeseeable and insuperable event occurred after the coming into force of this Official Regulation and that prevents the party/parties from fulfilling, in full or in part, their contractual duties, shall release of the liability of the party claiming it, during the existence of the Force Majeure event, provided this is confirmed by the Chamber of Commerce and Industry of Romania.

**9.2.** Should a Force Majeure event, including the Organizer's impossibility for reasons beyond its control, prevent or delay, in full or in part, application of the Official Regulation and continuation of the Campaign, the Organizer shall be released of liability in connection with performance of its obligations during the period when such performance is prevented or delayed, according to Art.1082 and 1083 of the Civil Code. Should Force Majeure be claimed, the Organizer is under the obligation to inform the Participants in the Campaign of the occurrence thereof within 5 business days since occurrence of the Force Majeure event.

## **SECTION 10. DISPUTES**

**10.1.** Any potential disputes that might arise between the Organizer and the Participants to this Campaign will be settled amicably, failure which the disputes will be referred for settlement to the courts of jurisdiction in Romania.

**10.2.** The Organizer is entitled to take all available actions in case of any attempts of fraud, abuse or similar against the system that are liable to impair the image or affect the costs this Campaign.

**10.3.** Should any individual be identified as having influenced or facilitated the winning of prizes, the Organizer shall be entitled to take legal proceedings against the relevant individuals, based on the available evidence.

## **SECTION 11. OFFICIAL REGULATION**

**11.1.** By entering this Campaign, participants consent to observing and conforming to all provisions, terms and conditions under the present Official Regulation. The Campaign participation/performance Regulation may be accessed, free of charge, in Romanian, by all applicants, on the Campaign website [www.meinlcoffee.com](http://www.meinlcoffee.com).

**11.2.** The Organizer reserves the right to amend or change this Official Regulation, with such amendments due to be made public at least 24 hours before their envisage effective time.

## Annex 1

### To the Official Regulation of the Campaign "Julius Meinl, Pay With a Poem" - Information about the personal data processing -

#### 1. Data about the controller and the processors of the personal data

In order to carry out the Campaign, the personal data of the participants shall be processed by the Organizer, **Julius Meinl Industrieholding**, with the registered office in Julius-Meinl-Gasse 3-7, 1160 Vienna, registered with the Trade Registry under number 102559y, having the Single Code of Registration ATU 41214501 (hereinafter referred to as the "**Controller**"),

via JULIUS MEINL ROMANIA SRL, with the registered office in Covasna, Tg. Secuiesc, Fabricii Street, number 1/A District 1, registered with the Trade Registry under no. J14/533/1991, having the Single Code Registration RO 558580, as proxy for the Controller (hereinafter referred to as the "**Processor**").

#### 2. Categories of personal data processed in the Campaign

For the purposes of this Campaign, the Controller shall collect from the participants and winners the following categories of personal data:

- (i) name;
- (ii) email address;
- (iii) signature.

The personal numeric code (CNP) shall only be collected from the winners, in respect of whom Controller is required to withhold and pay the tax on the prizes, according to tax regulations in effect.

#### 3. Processing purpose

The personal data of the participants in the Campaign shall be processed and stored by the Organizer only for the purpose of contacting and validating the winners of the Campaign.

#### 4. Legal ground of processing

The data shall be processed on the basis of the consent and/or the legitimate interest, by the data subject accepting the Regulation and any annexes hereto. Should payment of any tax on the prize be assessed under the legislation in force in the winner's country, they will be asked to disclose their personal numeric code (CNP) for the purpose of meeting the tax liabilities of the Controller.

#### 5. Recipients of personal data

The personal data of the winners collected in the Campaign by the Controller shall be disclosed to the Processors of the Controller, Julius Meinl Romania.

#### 6. Personal data storage period

The personal data of non-winning Participants shall be stored for 1 year of the end date of the Campaign.

The personal data of the winners of prizes with a value of less than RON 600 shall be stored for as long as this is necessary to attain the purposes for which it is collected, in compliance with the data retention internal procedures, including the applicable archiving rules, however for not more than 3 years of its collection date.

The personal data of the winners of prizes in excess of RON 600 shall be stored in accordance with the applicable financial and accounting legal provisions, i.e. for 10 (ten) years of the end of the financial year when payment of the prize tax was made.

At the expiry of the personal data storage period, the Controller shall delete/destroy this data from the processing and storage means, demanding also their Processor(s) to do the same.

## **7. Rights of data subjects**

In order to ensure a fair and transparent processing, the Controller informs the Participants about their rights as data subjects, under the applicable legal provisions:

- (i) the right to withdraw their consent with regards to data processing, at any time, without prejudice to the lawfulness of any processing performed based on this consent prior to its withdrawal;
- (ii) the right to request access to the personal data;
- (iii) the right to request the rectification of the personal data;
- (iv) the right to request the deletion of the personal data;
- (v) the right to restrict the processing;
- (vi) the right to object to the processing, unless the legal provisions provide otherwise;
- (vii) the right to data portability;
- (viii) the right to lodge a complaint with the National Authority for the Supervision of Personal Data Processing.

The designation of the Campaign winners shall be made by judging by the representatives of Julius Meinl Austria and those of Worldreader.

The participants may exercise the aforementioned rights by means of a written application which needs to be dated, signed and addressed to the Controller at the address Julius-Meinl-Gasse 3-7, 1160 Vienna, registered with the Trade Registry under number 102559y, sole registration code ATU 41214501 or by e-mailing it to the e-mail address [office@meinl.ro](mailto:office@meinl.ro).

## **8. Protection of children's personal data**

Given the fact that only natural persons who are at least 18 years old may participate in the Campaign, no personal data of persons aged below 18 years shall be stored. When the Controller/a Processor receives personal data pertaining to persons aged under 18 years, this data shall be immediately deleted/destroyed from any processing and storage means of the Controller/Processor. When a parent or another holder of the parental authority

gives notice of the processing of any personal data pertaining to persons aged under 18 years, the Controller shall immediately delete/destroy it from any of its processing and storage means.

#### **9. Personal data security**

The Controller undertakes to put in place adequate technical and organizational means to ensure the proper security level of the personal data belonging to the Campaign participants. The Controller undertakes to impose similar duties also to the Processor. When assessing such adequate level of the security, due consideration shall be given to the risks pertaining to the processing of personal data, generated in a specific, accidental or unlawful manner by the destruction, loss, alteration, unauthorized disclosure or access to the personal data sent, stored or processed.

#### **10. Amendment of the personal data processing policy**

The Controller has the right to amend the present Annex to the Regulation at any given time during the Campaign, but only when more efficient measures can be employed to protect and keep secure the personal data of data subjects, and without prejudice to the rights and freedoms of the data subjects. Any such amendment shall be published on the Controller's and/or Campaign's website and shall be given notice of to the Participants by the same means employed to give notice of this Regulations to them.

#### **11. Other provisions**

To the extent that, during the Campaign, the Participants disclose personal data belonging to third parties, the participants hereby acknowledge that they have informed these persons about how their personal data being processed and the fact that these data is used for the purpose of running the Campaign, and that they have obtained the agreement of the respective persons to this operation. In this regard, the Participants have the obligation to inform these persons about the content of this section.

The personal data of Campaign participants shall be processed in accordance with the applicable legislation on personal data protection, adopted at European level.



## Annex 2

### To the Official Regulation of the Campaign "Julius Meinl, Pay With a Poem" - Participating countries -

Albania  
Australia  
Austria  
Azerbaijan  
Belarus  
Belgium  
Bosnia and Herzegovina  
Bulgaria  
China  
Croatia  
Cyprus  
Czech Republic  
Estonia  
France  
Georgia  
Germany  
Greece  
Hungary  
Iran  
Israel  
Italy  
Jordan  
Kazakhstan  
Kosovo  
Saudi Arabia  
Kuwait  
Latvia  
Lithuania  
Macedonia  
Moldova  
Montenegro  
Low Countries  
Qatar  
Romania  
Russia  
Serbia  
Singapore  
Slovakia  
Slovenia  
South Korea  
Switzerland

Taiwan  
Turkey  
The United Arab Emirates  
United Kingdom of Great Britain and Northern Ireland  
Ukraine  
United States of America

### Annex 3

**To the Official Regulation of the Campaign  
"Julius Meinl, Pay With a Poem"  
- Copyright transfer agreement -**

#### **COPYRIGHT TRANSFER AGREEMENT**

By completing my personal data and by checking the box **"I hereby agree that Julius Meinl can process my personal data exclusively for the purposes detailed in the terms and conditions at [meinlcoffee.com/termsandconditions](http://meinlcoffee.com/termsandconditions) and on the table tent placed on the table"**, I, participant in the "Julius Meinl, Pay With a Poem" campaign, declare that I agree that Julius Meinl Industrieholding, based in Julius-Meinl-Gasse 3-7, 1160 Viena, registered with the trade register number 102559y, fiscal code: ATU 41214501, hereinafter referred to as the "Organizer", acting through the Advertising Agency S.C. BV. McCann-Erickson S.R.L., with the registered office in Bucharest, 18 Jules Michelet St., District 1, Single Code of Registration: RO 8084031, hereinafter referred to as the "Agency" using my literary work, meaning my poem submitted in the ADVERTISING CAMPAIGN "Julius Meinl, Pay With a Poem", for commercial purposes for the Julius Meinl Coffee Brand.

I mention that I hold all applicable legal rights on the Poem, I hereby assign all patrimonial rights, as well as all the related copyright thereon, and I hereby exclusively authorize the Organizer to use the patrimonial rights and the related copyright on my performance (the Poem) worldwide and for the maximum period of time permitted by the law. Assigned patrimonial or related rights mean: performance fixing, the right to distribute the Poem by any means and under any conditions, the right to reproduce the Poem in any form and under any conditions (the product of the service provided). Authorized patrimonial or related rights mean: the release of my fixed performance (the product of the service provided) through sale, loan, or any other means of transmission for a consideration or free of charge; its presentation in a public place or the public communication of my performance (the product of the service provided) in any state (without this having been produced) on a support by any means and under any conditions; the adaptation of my performance (the product of the service provided); the airing or broadcasting (on Radio and TV) of my performance or a fixed or non-fixed media; the re-broadcasting of my performance with or without cable, by cable, by optical fiber or by any another similar procedure; the right to make known the Poem to the public by any means and under any conditions, including by audio and audiovisual recordings, or secondary broadcasting; the right to reproduce the service provided in any form and under any circumstances; the right to communicate the service to an audience by any means and under any circumstances; the right to radio broadcast the service; the right to rebroadcast by cable TV; the right to create connected works; the right to transform/change the service provided; and any other rights that are related or connected to the rights listed above.

By checking: „**I hereby agree that Julius Meinl can process my personal data exclusively for the purposes detailed in the terms and conditions at [meinlcoffee.com/termsandconditions](http://meinlcoffee.com/termsandconditions) and on the table tent**” placed on the table, I hereby declare, by writing and assigning the poem (the "Poem") that, I represent and guarantee that the Poem is my own personal creation, is original and

that the Poem does not and shall not infringe the rights of any other person or entity, including, but without limitation to, any copyright.

Also, I hereby declare that I agree that my performance and my name being associated with the products of the Julius Meinl Coffee Brand.

The declaration, the assignments, the authorizations and all other provisions of this document are given free of charge. The undersigned, I hereby declare that I do not have and will never have any claim of any nature regarding this declaration and the rights assigned under this Agreement.

**Annex 4**

**Official Regulation of the Campaign  
"Julius Meini, Pay With a Poem"  
- Reference support for writing the poem -**

**If you had to express yourself in a meaningful way  
using the space of this paper,  
what would you write?**

**GET INSPIRED BY A CUP OF COFFEE  
OR TEA AND PAY WITH A POEM**

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Inspiring poets since 1862.

**PAY WITH A POEM**



Find out more on [meinlcoffee.com](http://meinlcoffee.com)

**YOUR POEM COUNTS!  
THIS WORLD POETRY DAY, SUPPORT  
US AND WORLDREADER TO FIGHT  
ILLITERACY AROUND THE WORLD,  
ONE POEM AT A TIME.**



Just snap a photo of your poem and upload it to Instagram using the hashtag **#PayWithAPoem**

Name:.....

E-mail\*:.....

Signature.....

\*optionally

Pay with a poem is subject to terms and conditions. For more details on the Pay with a Poem promotion, read the terms and conditions at [meinlcoffee.com/termsandconditions](http://meinlcoffee.com/termsandconditions).

Promotion available on March 21st, 2020.

By writing my poem on this sheet, I agree with Julius Meinl terms and conditions that are available on [www.meinlcoffee.com/PWP2020/termsandconditions](http://www.meinlcoffee.com/PWP2020/termsandconditions) and on the table tent placed on the table.

I hereby agree that Julius Meinl can process my personal data exclusively for the purposes detailed in the terms and conditions at [meinlcoffee.com/termsandconditions](http://meinlcoffee.com/termsandconditions) and on the table tent placed on the table.

I consent to this story being published on Worldreader platforms.

This is alongside the description. Worldreader is a global charity on a mission to make everyone a reader. If your story is shortlisted, it will be published in Worldreader's open library and other Worldreader platforms. This is free of charge for the writer and the story will be available to read online, anywhere in the world there is internet. The author still owns the story.



Inspiring poets since 1862.