

Terms and Conditions of the “Secret23” Competition

I.

General Provisions

1. These Competition Terms and Conditions govern the legal relationships between Competitors and the Competition Organizer and lay down the “Secret23” competition rules (hereinafter only the “Competition”).
2. By participating in the Competition announced by the Organizer, Competitors manifest their acceptance of these Terms and Conditions and the competition rules specified in the competition notice and undertake to comply therewith.
3. The purpose of the Competition is to advertise, support, and promote the goods offered on www.secret23.com

II.

Competition Organizer

1. The organizer of the “Secret23” competition is the MARCO INVEST s.r.o. company, CRN: 52 287 955, registered office: Dunajské nábr. 2529/38, Komárno 945 01, Slovak Republic registered in the Business Register of the Nitra District Court, section: Sro, file no. 47821/N, (hereinafter only “MARCO INVEST” or “Organizer”)

III.

Competition Term and Venue

1. The Competition runs from 1 August 2025 until 31 December 2026.
2. The Competition takes place within the territory of the Slovak Republic.

IV.

Competitors

1. Only persons who have already reached 18 years of age may participate in the Competition (hereinafter only “Competitor(s)”. To participate, a Competitor must place an order and purchase goods through the Organizer’s e-shop www.secret23.com during the Competition term, accept all the provisions of the Competition Terms and Conditions and meet other requirements specified during the Competition, and deem them binding, in addition to meeting other conditions specified herein.
2. Employees of and persons close to MARCO INVEST, as defined by Section 116 of the Civil Code, as amended, and all subsidiary companies and subcontractors participating in the preparation and execution of the Competition are excluded from the Competition. If any such person or entity becomes a winner within the Competition, no prize will be handed over.
3. Participation in the Competition is conditioned by placing an order and purchase of goods through the Organizer’s e-shop www.secret23.com during the Competition term, due payment of the price for purchased goods, receipt of the goods, and non-exercise of the right to return the goods within the statutory period.
4. Only those who meet all the above requirements are considered to be Competitors.
5. A Competitor, as a buyer, undertakes to provide only true and correct data when placing an order.
6. Competitors are liable for the accuracy of their personal data.
7. Competitors shall not cause harm to the reputation of MARCO INVEST, the www.secret23.com website and/or any product or manufacturer.
8. Competitors must refrain from promoting on the Website services of other persons or companies competing with MARCO INVEST either directly or indirectly

V.

Competition Rules and Conditions

1. The Competition runs from 1 August 2025 until 31 December 2026.
2. A Competitor may participate in the Competition multiple times, i.e. he/she will be registered for competition purposes upon each order placed in accordance with the rules and conditions of the Competition.
3. Participation in the Competition is conditioned by placing an order and purchase of goods through the Organizer's e-shop www.secret23.com during the Competition term, due payment of the price for purchased goods, receipt of the goods, and non-exercise of the right to return the goods within the statutory period.
4. Should a Competitor exercise the right to withdraw from a contract within the statutory period, he/she will lose the right to be registered for competition purposes.
5. All Competitors who meet all the Competition conditions will be registered for competition purposes.
6. Winners of individual prizes will be selected from among the Competitors who have engaged in the Competition during its term and complied with all Competition requirements.
7. The Organizer reserves the right to reject any Competitor, deregister any Competitor from the Competition, and/or refuse to hand over a prize to any winner in case of suspicion of attempted speculation or violation of these Terms and Conditions or specific requirements of the Competition, i.e. in particular, fraudulent conduct, conduct contrary to good morals, contrary to the general and specific requirements of the Competition, abuse of the mechanism and benefits of the Competition, and this including with retroactive effect.
8. No legal entitlement to the provision of a prize arises for Competitors.
9. Competitors acknowledge that a prize cannot be enforced by legal means. The decision of the Organizer in respect of any complaint by a Competitor or any dispute relating to the Competition shall be final and binding.

VI.

Prizes

1. The prizes awarded within the Competition are:
 - I. Dubai holiday worth EUR 3,000 (three thousand euros)
 - II. Ferrari car worth EUR 200,000 (two hundred thousand euros)
 - III. Apartment in Dubai worth EUR 500,000 (five hundred thousand euros)
 - IV. EUR 1,000,000 in cash (one million euros)
2. All competition prize amounts are stated inclusive of VAT.
3. The "Dubai Holiday worth EUR 3,000" prize will be awarded to the Competitor who has met all requirements and complied with the Competition Terms and Conditions, has placed the order, regardless of value, numbered 1,000, purchased goods through the Organizer's website www.secret23.com during the Competition term, duly paid the purchase price, received the purchased goods, and has not exercised the right to return the goods within the statutory period.
4. The "Ferrari car worth EUR 200,000" prize will be awarded to the Competitor who has met all requirements and complied with the Competition Terms and Conditions, has placed the order, regardless of value, numbered 10,000, purchased goods through the Organizer's website www.secret23.com during the Competition term, duly paid the purchase price, received the purchased goods, and has not exercised the right to return the goods within the statutory period.
5. The "Dubai Apartment worth EUR 500,000" will be awarded to the Competitor who has met all requirements and complied with the Competition Terms and Conditions, has

placed the order, regardless of value, numbered 20,000, purchased goods through the Organizer's website www.secret23.com during the Competition term, duly paid the purchase price, received the purchased goods, and has not exercised the right to return the goods within the statutory period.

6. The "EUR 1,000,000" prize will be awarded to the Competitor who has met all requirements and complied with the Competition Terms and Conditions, has placed the order, regardless of value, numbered 100,000, purchased goods through the Organizer's website www.secret23.com during the Competition term, duly paid the purchase price, received the purchased goods, and has not exercised the right to return the goods within the statutory period.

VII.

Evaluation of the Competition and Publication of Results

1. Competition winners will be determined in accordance with the Competition requirements and Competition Terms and Conditions.
2. Winners will be determined automatically on the basis of order numbers registered in the internal system of MARCO INVEST, which registers all received and settled orders.
3. In the event that the winner determined by the order number fails to comply with any of the requirements of the Competition and these Terms and Conditions, the prize shall be forfeited and the next Competitor in line to comply with all the requirements of this Competition and these Terms and Conditions shall become the winner.
4. The winner of the Competition will be informed of his/her win by an e-mail sent to the e-mail address provided to MARCO INVEST at the time of placing his/her order and this within 5 days from the confirmation of compliance with all the requirements conditioning a win in this Competition.
5. Winners will be announced on www.secret23.com

VIII.

Handover of Prizes

1. Winners shall receive prizes personally at the venue and time notified by the Organizer via e-mail. The Organizer reserves the right to ask the winner, before the prize is awarded, to prove that he/she is the person who receives the prize and that he/she has complied with the requirements laid down in these Terms and Conditions. The winner is obliged to provide the Organizer with a proof of purchase, on the basis of which the Competitor has been designated as the winner of a prize, and a document proving his/her identity, such as a national identity card or passport, no later than at the time of receipt of the prize.
2. The exact date, time, and place of handover of a prize will be notified to the winner by e-mail.
3. Winners of the Competition acknowledge that they lose the right to receive a prize if they do not respond (answer) to the e-mail communication from the Organizer's representative within 5 days from the date of notification of the win sent to the e-mail address provided to MARCO INVEST when ordering goods and fail to take steps aimed at acquiring the title to the prize in accordance with the notice and instructions of the Organizer. In such a case, the winner of a particular prize is the next competitor in the sequence, identified and generated on the basis of the order number, who meets all the requirements of this Competition and complies with its Terms and Conditions.
4. In the event of loss of entitlement to a prize, the winner concerned shall not be entitled to any refund of the prize.

5. The entitlement to a prize shall also cease to exist if the Competitor-Winner breaches any obligation specified in the Competition requirements and the Competition Terms and Conditions or acts contrary to good morals.
6. Winners are not obliged to accept a prize.
7. The prizes which could not be handed over to winners or prizes in respect of which the winner's entitlement ceases to exist shall be forfeited to the Organizer who will decide on their further use.
8. The Organizer shall not be liable for any damage incurred in connection with a failure to claim or receive a prize. Winners are not legally entitled to request a prize replacement or payment of its value in the form of financial or other compensation.
9. The Organizer shall not be liable for any defect in prizes and/or any damage incurred in connection with the use of prizes.

IX.

Taxation of Prize Winnings

1. The Organizer will not reimburse any costs incurred by Competitors in connection with their participation in the Competition, winning the Competition, and/or receiving a prize.
2. The Organizer shall not be liable for the payment of any tax, insurance or other charges associated with the acceptance of a prize by a winner.
3. Any tax liability is the responsibility of winners. The Organizer shall not be liable for any penalties arising from a winner's failure to comply with tax obligations.
4. The tax on winnings is to be paid in the country of the winner's tax residency whose legislation applies to him/her and/or the winner has to proceed according to a double taxation treaty concluded between the country of the winner's tax residency and the Slovak Republic.
5. The Organizer hereby informs that the winners who are tax residents of the Slovak Republic are obliged to deduct income tax and health insurance premiums from the value of a non-cash prize or a prize the value of which exceeds EUR 350 and this in accordance with Act 595/2003 on income tax, as amended. In such a case, the Organizer will issue a winning certificate which the relevant winner shall use to comply with the above obligations.

X.

Personal Data Protection

1. Competitors acknowledge that the personal data submitted by them voluntarily will be processed by the Organizer primarily for the purpose of participation in the Competition, evaluation of the Competition, award of prizes, exercise and defence of the rights and legal claims of the Organizer and, where appropriate, will also be used for other purposes if the Organizer obtains the corresponding legal basis for the processing, of which fact the respective Competitor will always be informed.
2. Competitors acknowledge that by voluntarily participating in the Competition, the Organizer is granted their voluntary consent to the processing of personal data to the extent and under the conditions set out below and in accordance with the above-mentioned legislation.
3. Competitors hereby grant the Organizer specific consent to the processing of personal data provided to the Organizer, in particular the email address, which shall be saved and used by the Organizer for marketing purposes, to send advertising information and for further promotion, i.e. for the purpose of offering trade, services, and market research, including sending information on organised events, products, and other activities of the Organizer;

the consent is valid for as long as the Competitor is interested in receiving such messages. The legal basis in such a case is consent under Article 6 (1)(a) of the GDPR.

4. The Organizer undertakes to back up, use, and process all the information provided by Competitors for the purposes of the Competition in accordance with applicable legislation governing personal data protection.
5. The Organizer acts as a data controller as it determines the purposes and means of the processing of the personal data of Competitors. The contact person for Competitors and winners, as data subjects, is the Organizer's data protection officer reachable at the e-mail address: secret2362013@gmail.com.
6. The processing of personal data for the above purposes is based on the legitimate interest as referred to in Article 6 (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter only the "GDPR"), i.e. the interest in achieving the purposes under the preceding clause, which would not be possible without Competitors' personal data.
7. Personal data will be processed for the above purposes only by the Organizer.
8. The following personal data will be subject to processing:
 - a) For the purposes of participation in and evaluation of the Competition – the Organizer, acting as the data controller, will process the following: name, surname, and contact details, i.e. e-mail address and phone number of the Competitor,
 - b) For the purposes of handover of prizes – the Organizer, as the party handing over prizes, will process the following: name, surname, and contact details, i.e. e-mail address and phone number of the Competitor,
 - c) For the purposes of marketing communication – the Organizer will process the following data: e-mail address of the Competitor.
9. Personal data will neither be transferred to any third country nor disclosed to international organizations.
10. Categories of possible recipients of personal data: the Organizer and their employees, competition partners, intermediaries (couriers, providers of accounting services, providers of newsletter services, CRM system administrators, providers of webhosting services, etc.), providers of digital marketing services, and public administration bodies in connection with the fulfilment by the Organizer of statutory obligations.
11. Competitors acknowledge that they have the rights under the GDPR, i.e. the right to request access to and correction or erasure of personal data (the right "to be forgotten"), the right to withdraw consent to personal data processing (where the processing is carried out on the basis of consent), the right to restriction of processing, the right to portability of personal data, and the right to lodge a complaint with the Office for Personal Data Protection. Competitors have the right to object to processing of the personal data processed on the basis of a legitimate interest.
12. Competitors may withdraw their consent to personal data processing granted to the Organizer and this by a letter sent to the Organizer's address provided herein or via e-mail sent to secret2362013@gmail.com. The Competitor's withdrawal of the consent to personal data processing shall take effect upon its delivery to the Organizer and means exclusion of the Competitor from the Competition and loss of his/her entitlement to a prize if delivered prior to the handover of a prize.
13. Personal data processing does not entail automated decision-making or profiling.
14. Personal data will always be processed only for the time strictly necessary to achieve the stated purposes of the processing, taking into account the data retention periods set by law, i.e. for the duration of the Competition, for the period set by the Income Tax Act (or

other legislation), and for the period during which the rights and claims arising from participation in the Competition and from the provision and handover of prizes, taking into account the limitation periods under Act 40/1964, can be enforced. Retention periods are as follows:

- For the purposes of participation in the Competition – for the period necessary to achieve the purposes, but no longer than 90 calendar days from the winning confirmation,
- For marketing purposes – for the term of the Competitor's consent or until its withdrawal.

Following the expiry of those periods, personal data will be safely erased or anonymized.

XI. Special Provisions

1. Competition results are final until further notice.
2. In the event that any prize is not provided to the Organizer, the Organizer reserves the right to replace a declared prize by a similar prize of corresponding value and change the prize handover conditions so that the prize can be handed over to the winner in compliance with the competition conditions.
3. The Organizer reserves the right to make a final review of Competitors' compliance with all the Competition requirements and also the right to (i) disqualify from participation in the Competition for any failure to comply with any of them, or even without stating the reason, (ii) not recognise the entitlement to a prize; even if any failure to comply with any of the conditions is discovered additionally (after the competitor concerned has been designated as a winner in accordance with the competition rules), but no later than on the day of delivery/handover of a prize.
4. The Organizer shall not be liable to Competitors for the performance (winnings) supplied by third parties and the warranty and other conditions in respect of all winnings are governed exclusively by the terms and conditions of such suppliers and by generally applicable legislation. Prizes will be delivered to winners together with a proof of purchase, which will enable winners to lodge a complaint in respect of the prize if necessary.
5. The Organizer is not liable for electronic data transfers.
6. By participating in the Competition, Competitors accept these Terms and Conditions. If any person does not accept any condition or clause of these Terms and Conditions, he/she shall not participate in the Competition and will be automatically excluded from such participation.
10. The Organizer reserves the right to change the Competition Terms and Conditions and requirements or to cancel the Competition at any time during the Competition at convenience and even without giving reasons. An amendment to the Terms and Conditions or cancellation of the Competition shall be made public by the Organizer in the manner used to publish these Terms and Conditions.
7. In the event of any uncertainty as to the Competition requirements or the provisions of these Terms and Conditions, the Organizer reserves the right to clarify such uncertainty and, where appropriate, to amend the Terms and Conditions in accordance with clause 6 of this Article hereof.
8. Any complaints regarding the Competition or its course can be sent to the Organizer's e-mail address secret2362013@gmail.com at any time during the Competition but no later than within 3 days from its end, failing which a complaint will not be taken into consideration. The Organizer's decision on a complaint shall be deemed to be final.

9. In the case of any matter relating to any part of the Competition or any decision made within the Competition, the Organizer's decision shall be deemed relevant and final regardless of any other arrangement or agreement with the Competitor concerned or the person authorised to act on their behalf.
10. The Organizer reserves the right to not award or hand over a prize in the event of any breach of the competition rules by a Competitor or any action by a Competitor contrary to good morals.
11. A Competitor who fails to provide the necessary cooperation to the Organizer under these rules (including, in particular, the provision of data for the sending/handing over of a prize, non-acceptance of a prize, a failure to reply to the Organizer's e-mails, etc.) or who refuses it in advance shall lose the right to the prize.
12. The Competition Terms and Conditions and their amendments will be published on the Organizer's website www.secret23.com and shall become binding upon all persons at the moment of the publication.
13. These Terms and Conditions are governed by legislation of the Slovak Republic. The Competition requirements have been set up in accordance with applicable legislation of the Slovak Republic and any dispute shall be resolved by a competent court of the Slovak Republic.
14. The legal relationships not covered by these Terms and Conditions shall be governed by generally applicable legal regulations of the Slovak Republic.
15. By participating in the Competition, Competitors express their acceptance of the Competition requirements and these Terms and Conditions.
16. The Terms and Conditions shall become valid and take effect on the day of their publication on the website www.secret23.com