

## CYBERGAME STATUS

This Status governs the rules of the CyberGame Competition (hereinafter referred to as the "**Competition**"), the rights and obligations of the Organiser, the Expert Guarantor and the Competitors.

Neither the Organiser nor the Professional Guarantor shall be liable for any damages incurred during or in connection with the Competition if a Competitor or other Participant fails to follow the rules of secure handling when analyzing and otherwise dealing with Competition materials, documents, artifacts, samples or other Competition-related data (hereinafter referred to as "**artifacts**"), in particular, if the artifacts are handled outside the Competition gaming platform in accordance with these Regulations.

### ORGANISER AND EXPERT GUARANTOR OF THE COMPETITION

The organizer of the competition is Produkcia s.r.o., with registered office at Bottova 2A, 811 09 Bratislava, ID No. 36830194 (hereinafter referred to as the „**organizer**“). The organizer provides text content on competition website [www.cybergame.sk](http://www.cybergame.sk) (hereinafter referred to as the „**competition website**“) and activities related to the planning, organisation and promotion of the competition.

The expert guarantor of the competition is the National Security Authority, National Cyber Security Centre located at Budatínska 30, 851 06 Bratislava (hereinafter referred to as „**expert guarantor**“). The Expert Guarantor is responsible for the competition's gaming platform <https://ctf-cybergame.sk-cert.sk> (hereinafter referred to as the "**competition's gaming platform**") and activities related to the technical support of the competition, creating tasks, evaluating them, communicating with players, solving technical problems and publishing results on the competition website.

### PARTNERS

A partner of the competition is a natural or legal person who participates financially, technically or organizationally in the organization of the competition and has a contract with the organizer (hereinafter referred to as „**partner**“).

The terms and conditions for partners are available from the organizer.

### DURATION OF THE COMPETITION

The competition runs for 10 weeks, ending on the seventh day of the tenth week from the announcement until 24:00.

Registration for the competition will be open from the announcement of the competition and will run until 24:00 on the penultimate day of the competition.

The contest will be judged within seven days of the end of the contest.

### PLAYERS (COMPETITORS)

A player is a natural person who is registered for the competition and actively participates in the competition by solving tasks (hereinafter referred to as the „**Player**“).

Only a person who fulfils the conditions for participation in the Competition as set out in these Regulations may become a Player.

The Player may be a natural person without age or citizenship restrictions. If a underage participates in the game, he/she shall be represented in legal acts by his/her legal representative.

An uninvolved player is a person who is an owner, employee or member of an organisation involved in the planning, organisation or promotion of the Competition or is a member of the technical team of the

professional sponsor providing the game platform and the Competition scenario or is an employee of the sponsor (hereinafter referred to as an „**Non-involved player**“).

The same rules apply to a Non-Involved Player as to a Player, except that: (i) the results of a Non-Involved Player will not be reported in the Player Ranking Table; and (ii) a Non-Involved Player is not eligible to win a prize. (ii) The Non-Involved player will have the number of points for each task available on the game platform on an ongoing basis.

## CONDITIONS OF PARTICIPATION IN THE COMPETITION

Any person wishing to become a player in the competition is required to register for the competition via the competition website.

The rules of the competition for a given year are governed by the competition rules for the current year published on the competition website.

When registering, players must enter a player name or nickname and the required contact details to which the organiser will be able to send information about the competition and, if necessary, contact the player for organisational matters such as notification of a prize, an award in a special category, notification of a breach of the competition rules, and the possibility of participating in the accompanying and professional events associated with the competition (announcement of results, professional workshop, visit to a specialised workplace).

The organizer reserves the right to exclude from the competition those players who violate the conditions of the competition.

If a person enters the competition who does not comply with any of the conditions of the competition set out in these Regulations, he/she is automatically excluded from the competition and has no claim to the prize.

## COMPETITION PRINCIPLE

The competition takes the form of Capture the Flag. The principle of the game is to collect points for completing individual tasks.

Each task is scored according to its difficulty. The difficulty and scoring of the tasks is decided by the expert guarantor. The number of points per task is displayed at the beginning of each task.

The game is divided into game branches, i.e. competition areas, which in a given year are determined by the professional competition guarantor. The competition branches in a given year are published on the website and in the competition rules for the current year.

## GAMING PLATFORM

The competition takes place on the competition's gaming platform, which is technically provided by an expert guarantor.

The game platform of the competition is used for the distribution of tasks and artifacts that are necessary for the tasks.

The recommendation of the technical tools will be published on the competition game platform.

A player can only access the competition game platform by registering for the competition.

## COMMUNICATION AND PROBLEM SOLVING

For communication with the organizer, the e-mail address [cybergame@cybergame.sk](mailto:cybergame@cybergame.sk) is used.

For communication with the expert guarantor and for solving problems related to technical support and tasks, the e-mail address [cybergame@nbu.gov.sk](mailto:cybergame@nbu.gov.sk) and the DISCORD channel located at <https://discord.com/invite/wPvqEuJTax> are used.

## PROHIBITED ACTIVITIES

In particular, Players are prohibited from attacking the Platform in order to limit the availability, compromise the integrity or violate the confidentiality of the Competition's gaming platform or the information stored on or transmitted through it. Players are forbidden to use identifying information (e.g. derogatory nicknames) that is prohibited by generally binding law, defamatory, pejorative or otherwise inappropriate in accordance with established ethical principles when registering.

When communicating through the communication channels with the organizer or the professional guarantor, players shall observe the rules of courtesy. In particular, Players shall not misuse the Communication Channels for harmful activities that could lead to limiting the availability, compromising the integrity or confidentiality of the Communication Channels or the information stored on or transmitted through them (hereinafter referred to as „**Prohibited Activities**“). The Organiser is also entitled to designate other actions or conduct of Players as Prohibited Activities during the course of the Competition

## VIOLATION OF COMPETITION RULES

A breach of the rules is defined as:

- failure to comply with the conditions of participation in the competition,
- performing prohibited activities.

Depending on the nature of the violation, the organizer or the professional guarantor may:

- warn the player of the violation and ask him to make amends,
- exclude a player from the competition.

## PRIZE

The player with the most points is considered the winner of the competition. In the event of a tie, the total time taken to solve all tasks by the end of the competition is the tie-breaker.

The Organiser will publish a player ranking table with the player's name (hereinafter referred to as the „**Player Ranking Table**“). The rankings will be published from the first day of the competition until the end of the ninth week of the competition, updated from time to time, with the table being hidden during the last week of the competition.

The Best CyberGame Player Award Alternatively, the CyberGame Winner will be awarded to the player who scores the most points in the competition or, in the event of a tie, the player with the lowest total time to solve the problems will be awarded first place.

The organizer reserves the right to also announce awards for the players with the highest number of points in other categories in the competition, reflecting the age, industry specialization of the players, or other criteria of player participation, taking into account the diversity of the player base and the educational potential of the competition. Specialized categories and prizes are governed by the Competition Regulations for the year.

Competition prizes are posted on the [www.cybergame.sk](http://www.cybergame.sk) website, including information about category prizes, which are optional and truthfully provided at registration.

When a non-monetary prize is awarded, the Promoter is obliged to notify the winner of the value of the prize or prize. The awarding and acceptance of prizes is governed by the applicable legislation defined

by the Winnings Tax Act in the case of taxation of non-monetary prizes and the Civil Code in the case of prizes awarded to a minor child.

**INFORMING ABOUT THE PRIZE AND AWARDING**

On the deadline for announcing the results of the competition, the organiser will publicly announce the winners of the competition on the competition website and on partner portals by publishing the final ranking of the players in the form of a player ranking table. Players will also be notified individually via the contact details they provided during registration.

The form and date of the prize handover will be agreed between the organiser and the winners of the competition.

If a player does not respond to the organiser's request to provide his/her personal data for the purpose of handing over and collecting the prize by the deadline set by the organiser or the professional guarantor, or refuses to accept the prize, or does not confirm that he/she is interested in accepting the prize within five days of being contacted by the organiser, the prize will automatically be transferred to the player who is immediately behind that player in the results table.

The prize is deemed to have been surrendered:

- on handing over the prize to the player confirmed in writing or through acceptance protocol,
- by sending the intangible prize in the form of a licence, etc,
- enabling the realisation of the prize in the form of a stay, excursion or attendance at a conference or other event, where enabling is understood to mean the surrender of the relevant voucher or other entitlement to use the prize.

**INFORMATION ABOUT COMPETITION**

The competition includes communication and information about the competition to the general public to promote cyber security awareness. A player ranking table on a publicly accessible website will include player names or nicknames.

**DATA PROTECTION**

By voluntarily participating in the Competition, each player acknowledges that the Organiser and the Professional Guarantor as joint controllers (hereinafter referred to as "**Joint Controllers**") within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "**GDPR**") will process personal data under the following conditions and to the following extent:

<b>Purpose of processing</b>	<b>Legal basis for processing</b>	<b>Scope of personal data</b>	<b>Categories of data subjects</b>	<b>Retention period of personal data</b>
the organisation and execution of the competition (in particular the registration for the competition, the duration of the competition, the evaluation of the competition and the contacting of the player to hand over the prizes)	Article 6(1)(b) GDPR performance of the contract	Name / player nickname and contact e-mail address	those interested in participating in the competition, players and non-involved players	immediately after the end and evaluation of the competition (including the awarding of prizes)
contacting the player after the end of the competition for his participation in the next edition	Article 6(1)(f) GDPR	Name / player nickname	Players, potential (future) players, persons (potentially)	until the start of the new competition

of the competition and for the possibility of cooperation with the organizer or the professional guarantor	legitimate interests	and contact e-mail address	cooperating with the organizer or expert guarantor	
awarding of prizes	Article 6(1)(b) GDPR performance of the contract	Name, surname, e-mail address, date of birth and home address	Players (prize winners)	immediately after the award ceremony
informing the public about the results of the competition and building awareness of cybersecurity	Article 6(1)(a) GDPR consent of the authorised person	name / player nickname	Players	within one year after the end of the competition
statistics	Article 6(1)(f) GDPR legitimate interests	age, sex and area where they work or study	Players	within one year after the end of the competition

The joint controllers further declare that the personal data processed for the purposes of the above:

- will not be disclosed to any recipients;
- will not transfer to third countries and international organisations;
- disclosure of personal data in the case of personal data processed on a legal basis:
  - under Article 6(1)(b) GDPR (performance of contract) is necessary for the purposes of the performance of the contract, which is understood to be the arrangement between the player and the organiser/professional guarantor following the player's registration for the competition;
  - under Article 6(1)(f) GDPR (legitimate interests of joint controllers) is not mandatory on the part of the data subject, whereby the data subject (see categories of data subjects within the table above) is entitled to object to the processing of his or her personal data (in the event that you exercise your right to object to the processing of your personal data, we will not further process your personal data in such case unless we have compelling legitimate grounds for continuing such processing);
  - Article 6(1)(a) of the GDPR (consent) you are not obliged to provide your personal data and, if you have given consent to the processing of your personal data, you are entitled to withdraw your consent at any time;
- obtained directly from the data subjects by the data subjects providing them with the personal data;
- will not be processed in an automated manner and profiling will not be used in the processing of personal data.

The joint controllers inform the data subjects that they have the following rights in relation to the processing of their personal data:

- the right to object to the processing of the data subject's personal data; in particular, to object to processing carried out on the legal basis of Article 6(1)(f) GDPR (legitimate interests); in this case, we will no longer process your personal data for that purpose unless we have compelling legitimate grounds for continuing such processing;
- right of access to personal data relating to the data subject; you can ask us for access to the personal data we process about you; if your request is granted, we will provide you with a copy of the personal data we process about you;
- the right to rectification of personal data of the data subject; you can ask us to correct inaccurate or incomplete personal data we process about you;
- the right to erasure of personal data of the data subject; you can ask us to erase your personal data if any of the following situations occur:
  - the personal data is no longer necessary for the purposes for which it was collected or otherwise processed;

- you have previously provided us with consent to the processing, which you withdraw, and we are not entitled to process that personal data without your consent;
- you object to processing carried out in specific situations under the GDPR (a task carried out in the public interest, a legitimate interest of the controller or profiling) and your interests, rights and freedoms as a data subject are not overridden by any legitimate grounds for the processing;
- you object to processing for direct marketing purposes;
- the personal data have been unlawfully processed;
- the personal data must be erased in order to comply with a legal obligation under European Union law or the law of a Member State to which the Controller is subject;
- the personal data was collected in connection with the offer of information society services under the GDPR;
- the right to restrict the processing of personal data of the data subject; you may ask us to restrict the processing of your personal data if any of the following situations occur:
  - you have denied the accuracy of the personal data, for the time necessary for us to verify the accuracy of the personal data;
  - the processing of your personal data is unlawful, but you refuse to erase the data and instead request a restriction on its use;
  - we no longer need the personal data for the purposes of the processing, but you need it to establish, exercise or defend legal claims;
  - you have objected to the processing of your personal data in specific situations under the GDPR (a task carried out in the public interest, a legitimate interest of the controller or profiling) until it is verified that our legitimate grounds outweigh your legitimate grounds;
- the right to data portability of personal data of the data subject; if we process your personal data on the basis of:
  - your consent; or
  - it is necessary for the performance of a contract to which you are a party and at the same time it is processed by automated means of processing; you have the right to request the transfer of your personal data to another controller. This applies if you have provided us with personal data in a structured, commonly used and machine-readable format and this right does not adversely affect the rights and freedoms of others;
- the right to lodge a complaint (petition) with the Office for Personal Data Protection, Hraničná 12, 820 07 Bratislava 27, Slovak Republic; <https://dataprotection.gov.sk>.

The joint controllers specifically inform the data subjects that if the data subject has given his/her consent to the processing of personal data, he/she has the right to withdraw his/her consent to the processing of personal data at any time, in writing to the address of the organiser's registered office or electronically by sending an e-mail message to the e-mail address [sk-cert@nbu.gov.sk](mailto:sk-cert@nbu.gov.sk). Withdrawal of consent does not affect the lawfulness of the processing prior to withdrawal of consent.

## FINAL PROVISIONS

The Organiser will not reimburse any costs incurred by the players in connection with playing the game.

Neither the Organiser nor the Expert Guarantor shall be liable for any defects in the prizes, nor shall they be liable for any damages caused to the player in connection with the use (realisation) of the prizes. Claiming the prizes as gratuitously obtained is excluded. Neither the Organiser nor the Professional Guarantor provide any guarantee for the prizes, nor do they provide any compensation for the prizes or any part thereof, nor do they reimburse the value of the prizes in money.

The Organiser reserves the right to cancel the competition altogether as well as to change the terms and conditions of the competition by publishing an updated version of these Regulations or additional information about the competition on the Organiser's website. A player who does not agree to such a change has the right to withdraw from the competition within three days of the publication of the change

on the organiser's website, otherwise the player is deemed to accept the change to the terms and conditions of the competition.

By entering the competition, players acknowledge and agree to these rules.

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*Update of the Status at 14.3.2024*