

**TERMS AND CONDITIONS
OF THE 'LOYAL ME NOW' DISCOUNT PROGRAMME
effective from 1 February 2023**

1. These Terms and Conditions of the 'Loyal Me Now' Discount Programme (hereinafter: 'Terms and Conditions') specify operation conditions of the 'Loyal Me Now' Discount Programme (hereinafter: 'Programme'), in particular the conditions of participation, the rights and obligations of the Organiser (defined below) and the Participant(s) (defined below) in the Programme.
2. The Programme is organised by the company operating as: Loyal Me Now Spółka z ograniczoną odpowiedzialnością [limited liability company], with its registered office in Warsaw, Poland (address: ul. Ksawerów 21, 02-656 Warsaw), KRS: 0000849071, Tax ID No/NIP: 521 389 88 55 (hereinafter: 'Organiser' or 'Data Controller').
3. The Programme is organised in Poland on the website www.loyalmenow.pl (hereinafter: 'Programme Website').
4. The Programme is available in Poland in compliance with these Terms and Conditions and under generally applicable law. These Terms and Conditions do not exclude the rights granted to Participants under generally applicable law.
5. Activities related to technical support in the Programme are implemented by the Organiser.
6. Participation in the Programme implies that the Programme Participant agrees to these Terms and Conditions and accepts the rules of the Programme specified herein. By participating in the Programme, the Participant confirms that they meet all conditions entitling them to participate in the Programme.
7. The Programme is not a game of chance, a raffle, a pari-mutuel bet or a promotional lottery, the outcome of which depends on chance, or any other form referred to in the Act of 19 November 2009 on Gambling Games (consolidated text: Journal of Laws of 2019, item 847, as amended).
8. The Terms and Conditions of the Programme are not subject to approval pursuant to the Act of 19 November 2009 on Gambling Games (consolidated text: Journal of Laws of 2019, item 847, as amended).
9. The Organiser has the right to suspend or terminate the Programme at any time, which, however, shall not affect the Participant's rights acquired before the termination or suspension of the Programme. In the event of such suspension or termination, the Organiser shall inform the Participant of this fact at least two months in advance by publishing the relevant information on the Programme Website.
10. Participation in the Programme is voluntary. It is also free of charge and Participants are not entitled to any remuneration because of it.
11. Only a natural person who: (i) is of legal age; (ii) has a domicile in Poland; (iii) has full legal capacity; (iv) has read and accepted all provisions of the Programme Terms and Conditions; (v) has a mobile phone registered in Poland; (vi) has a mobile phone registered in their name; (vii) successfully passes the registration process on the Programme Website; (viii) has an e-mail address (e-mail) in the domain listed in the Loyal Me Now database (hereinafter: 'Participant(s)').
12. Failure to meet any of the conditions referred to in Section 11 hereinabove shall be the basis for the exclusion of the Participant from the Programme.
13. Violation by the Participant of any of the provisions of these Terms and Conditions, in particular making false statements, and violation of generally applicable law entitles the Organiser to deprive the Participant of the right to participate in the Programme on the terms specified herein.
14. Any questions or complaints regarding the Programme or its organisation shall be addressed directly to the Organiser.
15. Before joining the Programme, i.e. before registering on the Programme Website, the Participant is obliged to read these Terms and Conditions. The Participant agrees that the commencement of the registration process in the Programme on the Programme Website is tantamount to the Participant's: (i) being familiar with these Terms and Conditions; (ii) accepting these Terms and Conditions without the need for submitting additional, separate statements or declarations; and

Commented [MS1]: Ewentualnie: membership

Commented [MS2]: Ewentualnie: Member(s)

- (iii) accepting the verification process (hereinafter: 'Verification Process') specified in these Terms and Conditions without the need for submitting additional, separate statements or declarations.
16. The Verification Process occurs upon the Participant's registration in the Programme on the Programme Website and requires filling in the application form available on the Programme Website (hereinafter: 'Form'), which includes:
 - a) provision of a valid e-mail address, i.e. an e-mail address registered in a domain listed in the Loyal Me Now database (hereinafter: 'Domain Database');
 - b) provision of a mobile phone number that is registered in Poland in the Participant's name;
 - c) receipt of two verification codes by the Participant: one code will be sent via short text message (SMS) to the phone number provided by the Participant in the Form, and the other code will be sent via e-mail sent to the e-mail address provided in the Form;
 - d) entering of the correct codes received by the Participant via SMS and e-mail to complete the Verification Process.
 17. The Verification Process shall be conducted only once upon the Participant's joining the Programme. During the Verification Process the Participant shall be informed about its progress and result on an ongoing basis.
 18. Only one phone number may be specified for a given e-mail address in the Verification Process.
 19. The Domain Database is a database maintained by the Organiser. Only Participants with an e-mail address registered in a domain that is listed in the Domain Database are eligible to join the Programme. The Organiser is in charge of the Domain Database and decides which domains can be included in it. If the Organiser decides to remove a domain from the Domain Database, the Participants who registered in the Programme through the Verification Process using the domain that was subsequently removed from the Domain Database will retain access to the Programme Website and their acquired rights. However, new users attempting to register with an e-mail address in the removed domain shall no longer be able to join the Programme.
 20. Upon successful completion of the Verification Process, the Participant shall set their password to access the Programme Website in compliance with the website instructions and shall receive access to the Programme Website for logged-in Participants. After logging in, the Participant will be able to see offers prepared by Programme partner(s) (hereinafter: 'Programme Partner(s)') for logged-in Participants (hereinafter: 'Partner's Offer' or collectively 'Partners' Offers').
 21. Partner's Offer refers to discounts (rebates) on products or services in online and/or offline shops or service outlets which can be used by Participants on the terms and conditions specified in detail by the Programme Partner in the Partner's Offer.
 22. Every Partner's Offer will specify in detail the rules for using the discount (rebate), including the following information:
 - a) type of discount (rebate), e.g. percentage discount, amount discount;
 - b) products/services available with a discount (e.g. all products offered in the shop or a specific category of products);
 - c) redemption method (e.g. discount code, post-transaction discount);
 - d) duration of the Partner's Offer;
 - e) redemption conditions (e.g. minimum purchase value);
 - f) other specific terms and conditions for using the Partner's Offer.
 23. Participants shall not transfer their discounts (rebates) or other benefits to a third party. The Partner's Offer specifies in detail the rules for using the discount (rebate).
 24. Discounts (rebates) or other benefits are not exchangeable for cash or in-kind equivalents and are not subject to trade, unless otherwise expressly stated in the Terms and Conditions.
 25. Violation of Sections 23 and/or 24 of the Terms and Conditions by the Participant shall be the basis for excluding the Participant from the Programme and blocking the already downloaded

discount codes (discounts) by the Partner or not accepting these discount codes in the Partner's shop.

26. The Terms and Conditions specify the conditions under which the Participant may receive a cash bonus for recommending the Programme to a third party (hereinafter: 'Referred Person(s)' or 'Person(s) Referred').
27. The Participant may invite another person not registered in the Programme (Referred Person) to enrol by sending them an invitation to join the Programme. Registration in the Programme by the Referred Person is defined as registration through the provision of both correct phone number and correct e-mail address at the same time (hereinafter: 'Joining the Programme'). The Participant shall receive a total bonus of PLN 50 from the Organiser if at least 10 (ten) of the Persons Referred by the Participant join the Programme and a bonus of PLN 200 if at least 30 (thirty) Persons Referred by the Participant join the Programme.
28. Each Participant may repeatedly invite Referred Persons to register in the Programme; however, the bonus from the Organiser for 10 or 30 people Joining the Programme (PLN 50 or PLN 200, respectively) may be received only once. In order to avoid any doubts, the Participant shall decide at what point they will apply to the Organiser for the bonus to be credited to their account in the Programme, i.e. after 10 people have joined or at a later date after 30 people have joined. Nevertheless, in any case one Participant shall be entitled to a maximum of PLN 200 bonus for inviting the Referred Persons. This means that even if 100 Persons Referred by the same Participant join the Program, the Participant shall receive a one-time bonus of PLN 200.
29. The date for the calculation of the 'Joining the Programme' bonus, as preferred by the Participant, shall be the date on which the last of the Referred Persons, i.e. either the tenth or thirtieth person, respectively, joined the Programme.
30. These Terms and Conditions also specify the rules for a refund and payment to the Participant of a part of the funds intended for purchases made through the Programme Website (hereinafter: 'Cashback'). Cashback refers to a refund of a part of the transaction amount to the Participant. The Participant must meet the conditions specified in the Terms and Conditions to receive Cashback.
31. The Participant can receive Cashback for purchases made on the Programme Website depending on the Partner's Offer (transaction percentage or amount specified in the offer). This Cashback shall be credited to the Participant's account in the Programme after 60 (sixty) days from the transaction. The Participant shall lose their right to Cashback upon exercising the right to withdraw from the sales agreement concluded with the Partner, termination of the agreement concluded with the Partner or termination of any other agreement between the Participant and the Partner. In order to avoid any doubts, Cashback will only be credited to the Participant's account if the Participant has paid for the goods or services purchased through the Programme in compliance with the Partner's Offer. A subsequent request by the Participant for the Partner to return the amounts paid, regardless of the legal basis for the request, precludes the receipt of the Cashback.
32. All amounts resulting from Cashbacks on purchases made through the Programme Website and bonuses for Referred Persons Joining the Programme shall be summed up and recorded jointly on the same Participant's account.
33. The amount accumulated on the Participant's account due to Cashbacks or a bonus for Referred Persons Joining the Programme may be paid to the Participant by the Organiser only after the total amount reaches or exceeds the value of not less than PLN 100. Payment shall be made only after the Participant has reached or exceeded an amount not lower than PLN 100.
34. The Participant shall receive the amount accumulated on their account in the Programme after meeting all of the following conditions: (i) the accumulated amount is not lower than PLN 100, unless the Participant resigns from participation in the Programme, in which case the accumulated amount may be lower than PLN 100; (ii) the Participant requests the payment of the funds accumulated in the Programme by clicking the 'Payment' button; (iii) the Participant provides the bank account number to which the Organiser can transfer the collected funds. Failure to meet these conditions prevents the Organiser from making the transfer. The Organiser shall make the transfer within 5 (five) working days from the date of the Participant's clicking the 'Payment' button and meeting the conditions specified hereinabove. In the case of Cashback in a foreign currency,

Commented [MS3]: W oryginale chodzi o komendę „Wyplacić”. Można ją tłumaczyć na różne sposoby - „Pay”, „Collect” (=pobierz), „Withdraw” (=wycofaj [środki]), „Cash-in” (=spienięż). Ja zdecydowałam się na rzeczownikowe „Payment” (=płatność, wypłata). Proszę o szczególną weryfikację, żeby ta komenda była zgodna z tym, jaka faktycznie funkcjonuje na stronie w wersji angielskiej.

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the amount shall be converted according to the average exchange rate announced by the National Bank of Poland on the last working day in the relevant calendar month.

35. The date in the 'Cashback' tab on the Participant's account shall be the date of service delivery (e.g. the check-out date for Booking.com) or purchase of goods.
36. The Organiser shall not be liable for any technical problems, in particular those related to the operation of the Programme Website, Internet service providers and others, which may affect the fulfilment of the Programme participation conditions. The Organiser shall not be liable for the Participant's inability to use a Partner's Offer. The Programme Website is intended only for the presentation of Partners' Offers, and the Organiser cannot be held accountable for their content or terms and conditions of their implementation. The Organiser shall not be liable for the timeliness, correctness or legality of the Partners' Offers. The Organiser cannot guarantee the validity or completeness of Partners' Offers. The sole responsibility for these aspects lies with the relevant Partner.
37. If the Participant is unable to use the Partner's Offer under the conditions specified in it, they should forward their notification (complaint) to the Organiser. The Organiser shall exercise all due diligence in verifying the cause for the prevention of the use of the Partner's Offer and restoring the proper functioning of the Partner's Offer.
38. Any complaints or reservations regarding the functioning of the Programme shall be reported by Participants to this e-mail address: klub@loyalmenow.pl within 14 (fourteen) days from the incident referred to in the complaint. Complaints and reservations shall be marked as 'Loyal Me Now Complaint' and shall include the Participant's name and surname, e-mail address and the description of the incident (complaint) referred to.
39. Complaints shall be considered immediately, but not later than within 30 (thirty) days from the receipt of the complaint. The Participant shall be notified of the decision by e-mail to the e-mail address provided in the complaint. When processing complaints, the Organiser relies on these Terms and Conditions and applicable law.
40. The provisions of these Terms and Conditions do not exclude the rights granted to Participants under separate regulations.
41. The Organiser declares that personal data collected and processed by the Organiser as Data Controller shall be used only as part of and for the purposes of the Programme implementation, pursuant to 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 (General Data Protection Regulation) (hereinafter: 'Regulation' or 'GDPR'), i.e. for the purposes of the Verification Process, communication regarding Partners' Offers, Programme Partners and the Organiser's offers, the performance of obligations arising from the Terms and Conditions and provision of commercial information of the Organiser or Partner(s) about their products or services available to Participants.
42. Pursuant to Article 13(1) and (2) of the GDPR, the Organiser informs that:
 - a) Loyal Me Now Sp. z o. o., a company with its registered office in Warsaw, Poland (address: ul. Ksawerów 21, 02-656 Warsaw), shall be the Data Controller in charge of the personal data provided by the Participant in the Programme;
 - b) the following personal data of Participants shall be processed in connection with their participation in the Programme: name, surname, e-mail address(es), mobile phone number and bank account number for Programme Participants who used a post-transaction discount offer;
 - c) Participants have the right to request access to their personal data and data rectification, deletion, restriction of processing and transfer;
 - d) Participants has have right to object to the processing of their personal data on the basis of a legitimate interest, lodge a complaint with the supervisory authority and withdraw consent at any time without affecting the lawfulness of data processed upon the consent prior to its withdrawal;

Commented [MSS]: W oryginale jest: „Data w zakładce Cashback w karcie Uczestnika” - wcześniej cały czas była mowa o rachunku, więc zmieniłam na „on the Participant's account”. Jeżeli jednak ma być karta, proszę zmienić na: in the Participant's card

- e) Participants who have consented to the processing of personal data may contact the Data Protection Officer directly in all matters related to the processing of their personal data, at the following e-mail address: iod@loyalmenow.pl
43. Participants' personal data is processed by the Organiser for the purposes of the Programme implementation and compliance with the Organiser's obligations under the Terms and Conditions, e.g. processing complaints, payment of funds due as a post-transaction discount and other legal grounds, if applicable.
44. By accepting the Terms and Conditions, the Programme Participant agrees to the processing of the following personal data: name, surname, e-mail address(es), mobile phone number and bank account number. Consent to the processing of personal data to the extent specified in the Terms and Conditions is necessary to complete the Verification Process and join the Programme. Lack of acceptance during the Verification Process for the consents specified hereinabove will prevent joining the Programme and the use of Partners' Offers or the Organizer's offers.
45. The Organiser hereby informs that the personal data provided in connection with the organisation of the Programme are processed:
- a) for the purposes of participation in the Programme and the implementation of the Programme, including the Verification Process, communication regarding Partners' Offers, Programme Partners and the Organiser's offers, performance of obligations arising from the Terms and Conditions, e.g. processing complaints; in connection with this purpose (these purposes): (i) the legal basis for the processing of personal data is the implementation of the legitimate interest of the Data Controller, i.e. Article 6(1)(f) of the GDPR; (ii) consent to the processing of personal data is voluntary; however, it is necessary to participate in the Programme and for the purposes of the Verification Process, communication regarding Partners' Offers, Programme Partners and the Organiser's offers, performance of obligations arising from the Terms and Conditions, e.g. processing complaints; (iii) the recipients of personal data are or will be entities authorised to obtain personal data under the law, entities cooperating and providing supporting services, including technical support for the storage of personal data, server provider and entities cooperating in the organisation of the Programme; (iv) personal data will be stored and processed until the expiration of any possible claims resulting from the Programme; (v) the processing includes: name, surname, e-mail address(es), mobile phone number, bank account number, participation in the Programme and date of application for the Programme;
 - b) for marketing purposes, including sending the Programme Participant commercial information from the Organiser or a Partner about their products, goods and services; in connection with this purpose (these purposes): (i) the legal basis for the processing of personal data is the consent of the person providing the data pursuant to Article 6(1)(a) of the GDPR; (ii) the recipients of personal data are or will be entities authorised to obtain personal data under the law, entities cooperating and providing supporting services, including technical support for the storage of personal data, server provider and entities cooperating in the organisation of the Programme; (iii) personal data will be stored until the consent is withdrawn; (iv) the processing includes: name, surname, e-mail address(es), mobile phone number, bank account number, participation in the Programme and date of application for the Programme; (v) consent to the processing of personal data for marketing purposes is voluntary; however, it is necessary to participate in the Programme and for the purposes of the Verification Process;
 - c) to receive commercial information from the Organiser or Partner about their products, goods and services or about the complaint procedure by e-mail, SMS or phone; in connection with this purpose (these purposes): (i) the legal basis is the Act on Providing Services by Electronic Means (Journal of Laws No. 144, item 1204 as amended) and the Telecommunications Law Act (consolidated text: Journal of Laws of 2017, item 1907, as amended); (ii) consent to receive commercial information from the Organiser or Partner about their products, goods and services or the complaint procedure by e-mail, SMS or phone is voluntary; however, it is necessary to participate in the Programme and for the purposes of the Verification Process.
46. The personal data of Participants is provided voluntarily; however, its provision is necessary to participate in the Programme, in particular for the purposes indicated in the section hereinabove. The personal data of the Programme Participants is immediately deleted subject to cases where

another basis exists for its processing, including the obligation to store personal data pursuant to the applicable laws and regulations or when the Participant consented to the processing of their personal data for marketing purposes in a separate statement. Participants have the right to: (i) access their personal data; (ii) rectify, delete or limit the processing of personal data; (iii) object to the processing of personal data; (iv) withdraw consent to the processing of personal data for one or more purposes for which it was granted, without affecting the lawfulness of data processed upon the consent prior to its withdrawal; (v) transfer personal data; (vi) file a complaint with a supervisory authority. In order to exercise the rights of the data subject, please contact the Data Controller: Loyal Me Now Sp. z o. o., with its registered office in Warsaw, Poland (address: ul. Ksawerów 21, 02-656 Warsaw), e-mail: jod@loyalmenow.pl

47. The Terms and Conditions enter into force on 1 February 2023.
48. The Terms and Conditions are available on the Programme Website and at the Organiser's registered office.
49. By accepting these Terms and Conditions, the Participant undertakes to comply with the rules specified herein and confirms that the Participant meets all conditions entitling them to participate in the Programme.
50. In matters not addressed by these Terms and Conditions, the applicable laws and regulations shall apply.
51. Any disputes regarding the Programme shall be resolved by a court of competent jurisdiction in accordance with applicable laws.

Warsaw, 1 February 2023