

## **REGULATIONS OF PROMOTIONAL BONUS SALES**

### **§ 1. GENERAL PROVISIONS**

1. These regulations (hereinafter referred to as "Regulations") define the rules of bonus sales organized under the name "Products for Credits" (hereinafter referred to as "Loyalty Program" or "Bonus Sales").
2. The sole organizer of the Loyalty Program is Agnieszka Brykała who runs a business under the name BHP Consulting Agnieszka Brykała at Andrzeja Kmicica 28, 09-411 Biała, VAT NO: 7742471885, Business Reg. [REGON] no: 611423207, hereinafter referred to as the "Organizer".
3. Taking part in the Loyalty Program implies that you accept the rules of these regulations.
4. Bonus sales is organized on the territory of the Republic of Poland.
5. The duration of the Bonus Sale covers the period from 01/05/2021 until its cancellation.
6. The Regulations of the Loyalty Program will be available during its duration at the Organiser's office in Płock, Dworcowa 42 and on the Organiser's website at: [www.sklep.pogotowiebhp.com.pl](http://www.sklep.pogotowiebhp.com.pl)
7. The Organizer provides the Participant with direct contact with the Organizer's employee responsible for the proper implementation of bonus sales at the following e-mail address: [staff@szkoleniabhp.com.pl](mailto:staff@szkoleniabhp.com.pl)
8. The created Loyalty Program aims to support the sale of the Organiser's products in its online store.
9. Bonus sales do not constitute any of the games referred to in Art. 2 of the Act on Games and Mutual Wagering of July 29, 1992, in particular, it is not related to the conduct of any lottery or draw.

### **§ 2. PARTICIPATION**

1. The participant taking part in the Loyalty Program (hereinafter referred to as the Participant) may be any natural person, legal person or organizational unit without legal personality who meets the conditions set out in the Regulations and registers on the store's website.
2. Any possible doubts regarding the right to participate in the Loyalty Program are to be resolved by the Organizer.
3. The following cannot participate in the Loyalty Program:
  - a) Organizer's employees,
  - b) other persons related to the preparation and conduct of the Bonus Sale,
  - c) spouses, descendants, parents, siblings of persons mentioned in Credits a and b.

4. Participation in the Loyalty Program shall be understood as: the Participant's consent to all the terms of the Bonus Sale set out in these regulations and confirmation of the fulfillment of the conditions entitling to participate in the Loyalty Program.
5. The Loyalty Program Participant takes part in it personally and his/her rights are not transferable to another person.
6. Participation in the Bonus Sale does not impose any additional obligations on the Participant, in particular it does not oblige him/her to purchase or exchange Credits for Prizes, or to perform any other additional activities.

### § 3. RULES OF PROMOTION

1. If the Participant purchases the Organizer's products available on its website during the Loyalty Program, the Participant will score loyalty Credits. The Participant will score 10 Credits for each PLN 100 spent. Additionally, the Participant will score additional 5 Credits for adding an opinion about the purchased product.
2. Credits will be awarded to the participant when the order status is changed to "payment confirmation", i.e. after the payment for the ordered product has been made.
3. After obtaining the required number of Credits, the Participant will be entitled to a Prize in the form of the possibility of purchasing a product (hereinafter referred to as the Prize) for a symbolic PLN 1. Each 10 Credits collected by the Participant correspond to a nominal amount of PLN 10. In order for the Participant to receive the Prize, he/she must collect the required number of Credits, corresponding to the selling price of the product constituting the Prize for participation in the Loyalty Program. The exchange of loyalty Credits for Prizes is not limited by any time limit.
4. Credits will be awarded to the participant at the moment of changing the order status to "payment confirmation", that is after making the payment for the ordered product.
5. After obtaining the required number of Credits, the Participant will be entitled to a Prize in the form of the possibility to purchase a product (hereinafter referred to as the Prize) for a symbolic PLN 1. Each 10 Credits collected by the Participant corresponds to a nominal amount of PLN 10. In order for the Participant to receive the Prize, he/she must collect the required number of Credits corresponding to the selling price of the product that account for the Prize for participation in the Loyalty Program. The exchange of loyalty Credits for Prizes is not limited by any time limit.
6. Credits can be exchanged for any product from the store, excluding training.
7. Subject to the conditions provided for in these Regulations, each Participant who makes a Purchase is entitled to get a Prize.
8. In order to exchange Credits for a Prize, the Participant should place an appropriate order on the Organiser's website. Placing an order also requires prior registration on the Organiser's website.
9. To log in to the website, use the identifier in the form of an email address (login) and access passwords created in the registration process.

Registration enables the Participant to log into the Organizer's website later using their login and password in order to check the collected number of Credits and to order the Prize. Each Time the participant will be informed about any change in the quantity of Credits collected on the account.

10. Credits and rights related to Credits may not be transferred or disposed of in any way, and may not be the subject of any other activities, except for the activities specified in this Regulation.
11. Credits cannot be exchanged for a cash equivalent.
12. Credits will be returned to the User, if during the exchange of Credits for any product the order receives the status of "Closed (not processed)".
13. The organizer has the right to withdraw from the Participant Credits awarded and not yet exchanged for Prizes in the following cases:
  - a) The Participant will refund the purchase - the Credits will then be collected from the Participant by the Organizer in the scope of this refund,
  - b) Reduction in the price of the purchased goods or service - the Credits may then be withdrawn from the Participant by the Organizer in total
  - c) The Participant withdraws from the Contract of Purchase and Sale of the Organiser's Products, dissolves the Contract of Purchase and Sale or terminates it, or the contract turns out to be invalid – then, the Credits will then be withdrawn from the Participant by the Organizer in scope of such withdrawal, dissolution, termination or invalidity of such a/m contract.

#### § 4. COMPLAINTS AND LIABILITY

1. Any complaints regarding the course and performance of bonus sales may be submitted to the Organiser's address in writing or to the Organiser's e-mail address within 14 days of the event underlying the complaint. The address for submitting complaints in writing is BHP Consulting Agnieszka Brykała Dworcowa 42, 09-402 Płock, the Organiser's e-mail address is indicated in § 1 point 7 of these Regulations.
2. The date of filing a complaint shall be the date of receipt of a properly submitted complaint by the Organizer.
3. The complaint should include the name, surname and address of the person submitting the complaint, a detailed description indicating the reason for the complaint and the content of the request plus its justification.
4. The Organizer will consider the submitted complaint within 21 days of receiving the complaint and will inform the Applicant in writing about the position taken.
5. The Organizer is not responsible for the actions of third parties that prevent participation in the Loyalty Program.

## § 5. PERSONAL DATA PROTECTION

1. The administrator of the Participant's personal data is BHP Consulting Agnieszka Brykała with its registered office in Biała, 09-411, ul. Andrzeja Kmicica 28 entered into the Central Register of Economic Activity, VAT NO 774-247-18-85, Business Reg no--REGON 611423207.611423207.
2. Providing personal data is completely voluntary, but necessary for the award of the Prize as part of the Bonus Sale or the possible implementation of the complaint process.
3. The Participant may voluntarily consent to the processing of personal data by the Administrator also for purposes other than those listed in § 5 point 2 of the Regulations.
4. The data will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general regulation on data protection) and the personal data security policy available on the Organiser's website at: [https://szkoleniabhp.com.pl/o- us / rodo](https://szkoleniabhp.com.pl/o-us/rodo) / <https://szkoleniebhp.com.pl/o-nas/rodo/> .
5. The personal data provided is confidential and will not be disclosed to third parties, except when such disclosure is necessary due to generally applicable provisions of law.
6. Participants' personal data will be processed for the time necessary to grant the Prize, possible implementation of the complaint process and after the end of the Promotion to the extent necessary to implement any claims arising from the complaint.
7. In order to obtain further information about the rights and how to exercise them, or in case of any other questions or requests, the Participant may contact Administrator at the e-mail address indicated in § 1 point 7 of the Regulations.

## § 6. FINAL PROVISIONS

1. The Organizer is entitled to terminate the Bonus Sale at any time, and the Organizer shall inform the Participant of such intention on the website which is mentioned in § 1 point 6 of these Regulations, at least three days in advance. Before expiry of the above-mentioned date when the a/m information was posted, each Participant has the right to make a Purchase and receive the Prize, under the conditions set out in the Regulations. After the indicated deadline, the Participant's right to receive the Prize expires.
2. The Organizer is entitled to amend the Regulations (other than that indicated in the point above), and the Organizer will inform the Participant about each change in the Regulations through the website mentioned in § 1 point 6 of these Regulations. The amendment to the Regulations may not infringe the acquired rights of the Participants.
3. In issues not covered by the Regulations, the relevant provisions of the Civil Code shall apply.
4. The competent court to settle any disputes that may arise from the organization and participation in the Bonus Sale is the material and local common court of the Organizer's seat.

5. The Regulations become effective as of 01.05.2021.