

# REGULATIONS FOR THE USE OF DISCOUNT CODES AND GIFT VOUCHERS IN ANDZELA.COM ONLINE STORE

## 1. GENERAL PROVISIONS

- 1.1. These Regulations apply to the conditions of using Discount Codes and Gift Vouchers in the Online Store available at the internet address: [www.andzela.com](http://www.andzela.com). A Gift Voucher, as well as a Discount Code are not independent products or services, but only documents entitling the bearer to purchase a Product on the conditions provided on it or to buy a Product at a reduced price.
- 1.2. The issuer of Gift Vouchers and the organizer of the promotion in relation to Discount Codes is ANDZELA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA established in Warsaw (address: 2/214 Wynalazek Street, 02-677 Warsaw and address for service: 20 Unii Europejskiej Street, 96-100 Skierniewice); entered in the register of entrepreneurs of the National Court Register under the KRS number 0001062026, a registry court in which the company's documentation is stored: District Court for the Capital City of Warsaw in Warsaw, XIII Economic Department of the National Court Register; NIP (Tax Identification Number): 5214038959; REGON (Employer Identification Number): 526607290, e-mail address: [sklep@andzela.com](mailto:sklep@andzela.com) and contact phone number: +48 22 228 22 08.
- 1.3. All terms occurring in these Regulations and starting with a capital letter, which have not been defined below, should be understood in accordance with their definition included in the regulations of the Online Store.
- 1.4. **Definitions:**
  - 1.4.1. **VOUCHER/GIFT VOUCHER** – gift voucher with a value indicated on it, entitling the Customer to cashless purchase of products available in the Online Store in accordance with these Regulations, within the deadline indicated on it and up to the nominal value provided. The Voucher certifies the entitlement of the holder to make a payment with it as a Sales Contract for purchased Products in the Online Store.
  - 1.4.2. **DISCOUNT CODE** - the subject of the Promotion, a sequence of numbers and/or letters, entering of which in the appropriate field of the Order Form results in price reduction of the product.
  - 1.4.3. **CUSTOMER, OWNER** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable provisions also a natural person with limited legal capacity; (2) legal person; or (3) an organizational unit not having legal personality, whose legal capacity is granted by a legal act - which is in the possession of a Gift Voucher and concludes or intends to conclude a Sales Contract with its use.
  - 1.4.4. **PRODUCT** – a movable item presented in the online store, the purchase of which can be paid by the Customer using a Gift Voucher or purchased at a lower price using a Discount Code.
  - 1.4.5. **PROMOTION** – Promotion for Customers organized by the Organizer in accordance with these Regulations.
  - 1.4.6. **DISCOUNT** – in the amount or percentage discount on Products available in the Online Store provided on the basis of a discount code.
  - 1.4.7. **REGULATIONS** – these regulations for using Discount Codes and Gift Vouchers.
  - 1.4.8. **ONLINE STORE** - Seller/Exhibitors' online store available at [www.andzela.com](http://www.andzela.com)
  - 1.4.9. **SELLER, ORGANIZER, EXHIBITOR** - ANDZELA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA established in Warsaw (head office address: 2/214 Wynalazek Street, 02-677 Warsaw and address for deliveries: 20 Unii Europejskiej Street, 96-100 Skierniewice); entered in the register of entrepreneurs of the National Court Register under the KRS number 0001062026, a registry court in which the company's documentation is stored: District Court for the Capital City of Warsaw in Warsaw, XIII Economic Department of the National Court Register; NIP (Tax Identification Number): 5214038959; REGON (Employer Identification Number): 526607290, e-mail address: [sklep@andzela.com](mailto:sklep@andzela.com) and contact phone number: +48 22 228 22 08.
  - 1.4.10. **SALES CONTRACT** - Product sales contract that can be concluded between the Customer and the Seller using a Discount Code or a Gift Voucher in the Online Store.

## 2. CONDITIONS FOR USING GIFT VOUCHERS

- 2.1. The voucher is issued for bearer and can only be used by its Holder when buying Products in an Online Store belonging to the Exhibitor.
- 2.2. The Voucher replaces cash with a nominal value indicated on it and allows to make payments as a Sales Contract, including those related to the cost of delivery and other fees that do not constitute the price of the Product.
- 2.3. A Voucher can be obtained by purchasing it in the Online Store - the provisions of the Online Store Regulations concerning the conclusion of a Product Sales Contract shall be applied accordingly in order to purchase the vouchers.
- 2.4. The Voucher is issued and sent to the Customer, depending on his/her choice:
  - 2.4.1. in electronic form (via e-mail);
  - 2.4.2. or in physical form to the delivery address provided by the Customer when placing the Order while buying Vouchers in the Online Store.

- 2.5. The Voucher has a unique identification number recorded in the Seller's system.
- 2.6. In order to use the Gift Voucher, its number must be entered as a discount code in the appropriate column of the Order Form.
- 2.6.1. After having accepted the Gift Voucher, the value of purchases in the basket will be automatically reduced by the amount available on the Voucher.
- 2.7. The Voucher can have different values, depending on the Customer's choice.
- 2.7.1. Detailed information about the available nominal values of Gift Vouchers is provided on the Online Store's pages before the Customer expresses the will to buy Vouchers.
- 2.8. The Holder also has the right to use the Voucher in the case of a Sales Contract, the value of which exceeds its nominal value, provided that in this case the Customer is obliged to cover the rest of the amount due using other available payment methods.
- 2.9. The Voucher is not subject to exchange for a cash equivalent (in whole or in part) or for any other form of compensation. The value of Gift Vouchers is not subject to interest or valorisation.
- 2.10. In the event of a return of a Product purchased using a Gift Voucher by the Holder (e.g. as part as the consumer's withdrawal from the contract), the Exhibitor refunds the price paid to the Voucher.
- 2.11. If the Order was paid partially with a different payment method, the remaining part of the price is returned by the Exhibitor in accordance with the payment method selected by the Holder or in another manner agreed with the Customer.
- 2.12. Gift Vouchers can be used to purchase Products covered by sales, discounts and promotions organized in the Online Store, unless the conditions of separate sales, promotion or discount are different.
- 2.13. No provision of this point 2 of the Regulations is intended to exclude or limit any statutory rights of the Customer or Holder who is a consumer or natural person directly concluding a contract related to his/her business activity, when the content of this contract shows that it has no professional nature for that person, resulting in particular from the subject of the business activity conducted by him/her, made available on the basis of the provisions on the Central Register and Information on Economic Activity), granted by absolutely legally binding acts, especially in the scope of withdrawal from the distance contract.

### **3. CONDITIONS FOR GRANTING AND USING DISCOUNT CODES**

- 3.1. Any Customer can participate in the Promotion. Participation in the Promotion is voluntary.
- 3.2. The Customer may join the Promotion by adding Products to the basket that meet the conditions of a given Discount Code (detailed information concerning the minimum amount of the Order entitling to use a given Discount Code is posted on the Online Store's website) and entering applicable discount code in the appropriate field when completing the Order Form.
- 3.3. The Customer participating in the Promotion is obliged to provide data in accordance with the facts. The Customer is forbidden to use the Promotion in a manner contrary to its purpose, these Regulations and legal provisions.
- 3.4. The conditions and detailed rules for obtaining a Discount are specified individually depending on a given Discount Code. The Discount may in particular take the form of a reduction in the amount of the Order or granting a percentage price reduction of Products covered by a given Promotion.
- 3.5. The Organizer determines the following Discount Codes and discounts as part of the Promotion:
- 3.6. [...]
- 3.7. The Discount Code is not subject to exchange for cash or other cash equivalent, but only entitles the Customer to receive a one -off Discount. Discount codes can only be used on the Online Store's pages.
- 3.8. Only one Discount Code can be used for one Order.
- 3.9. If the Customer withdraws from the Sales Contract for which the Discount was applied, the Customer is not entitled to a refund of the Discount used or its equivalent.
- 3.10. If, as a result of the Customer's withdrawal from the part of the Sales Contract, the price of all Products covered by the Sales Contract drops below the minimum amount enabling the use of a Discount, the Discount applied expires and the Customer is obliged to cover the difference between the promotional price paid and the standard price due for the Sales Contract. The difference may be covered by the Organiser deducting the amount due from the amount reimbursed to the Client as a result of the withdrawal from the Sales Agreement.
- 3.11. If the conditions of a given discount code do not provide otherwise, the Discount is calculated from the price of a given product currently visible on the Online Store's website, excluding delivery costs and other additional fees that do not constitute the product price.
- 3.12. The Promotion covered by these Regulations shall not be combined with other promotions and individually granted discounts in the Online Store, unless the conditions for separate promotion provide otherwise.
- 3.13. Before placing the order, the Customer may at any time and without giving a reason resign from the use of the discount code in particular by deleting the previously entered code or stop placing the order.
- 3.14. No provision of this point 3 of the Regulations is intended to exclude or limit any statutory rights of the Customer or Holder who is a consumer or natural person directly concluding a contract related to his/her business activity, when the content of this contract shows that it has no professional nature for that person, resulting in particular from the subject of

the business activity conducted by him/her, made available on the basis of the provisions on the Central Register and Information on Economic Activity), granted by absolutely legally binding acts, especially in the scope of withdrawal from the distance contract.

#### 4. COMPLAINT PROCEDURE

- 4.1. Complaints related to the use of Discount Codes or Gift Vouchers and the implementation of these Regulations may be submitted by the Customer, for example:
  - 4.1.1. via e-mail to the following address: sklep@andzela.com
  - 4.1.2. in writing to the following address: 20 Unii Europejskiej Street, 96-100 Skierniewice.
- 4.2. Complaints about purchased Products can be submitted by a Customer in accordance with the rules contained in the regulations of the Online Store, which is available on its pages.
- 4.3. It is recommended to provide as much information and circumstances as possible in the complaint description regarding the subject of the complaint, in particular the type and date of the irregularities occurrence, Customer / Holder's expectations as to the method of proceeding the complaint and contact details of the person submitting the complaint. It will facilitate and accelerate the processing of the complaint by the Exhibitor.
- 4.4. A complaint shall be dealt with by the Organiser/Exhibitor without delay and no later than 14 days from the date of its submission.

#### 5. PERSONAL DATA

- 5.1. The Administrator of personal data processed in connection with the implementation of the provisions of these Regulations is the Organizer/ Exhibitor. Personal data is processed in accordance with applicable law, in particular in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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 referred to as the "GDPR" or "GDPR Regulation".
- 5.2. The Administrator processes personal data for the purposes, in the scope and on the basis of the principles indicated in this point of the Regulations. Providing personal data is voluntary, although failure to provide the personal data necessary to take advantage of the Promotion results in the inability to use it. The Administrator exercises due diligence to protect the interests of the persons to whom the personal data he/she processes relate, and in particular he/she is responsible and ensures that the data collected is (1) processed in accordance with the law; (2) collected for marked, lawful goals and not subject to further processing not compliant with these purposes; (3) substantively correct and adequate in relation to the goals for which it is processed; (4) stored in a form enabling the identification of the persons it relates to, no longer than it is necessary to achieve the purpose of processing and (5) processed in a way that ensures adequate security of personal data, including protection against unauthorized or unlawful processing, and accidental loss, destruction or damage, using appropriate technical or organizational measures. Taking into account the nature, scope, context and goals of processing, as well as the risk of violating the rights or freedoms of natural persons with varying probability and risk weight, the Administrator implements appropriate technical and organizational measures so that the processing takes place in accordance with this regulation and to be able to show it. These measures are subjected to review and update if necessary. The Administrator uses technical means to prevent the acquisition and modification of personal data sent electronically by unauthorized persons.
- 5.3. The Administrator is entitled to process personal data in cases and to the extent in which at least one of the following conditions is met: (1) data subject has agreed to the processing of his/her personal data for one or more specific purposes; (2) The processing is necessary to implement the contract to which the data subject is a party, or to take action at the request of the data subject, before the conclusion of the contract; (3) processing is necessary to fulfil the legal obligation to which the controller is subject; or (4) processing is necessary for the purposes arising from legitimate interests implemented by the Administrator or by a third party, except for situations in which those interests are overridden by the interests or fundamental rights and freedoms of the data subject which require the protection of personal data, in particular when the data subject is a child.
- 5.4. The processing of personal data by the Administrator requires at least one of the grounds indicated above to be present at all times. Specific foundations for the processing of personal data of the website recipients by the Administrator are indicated in the next point of the Regulations in relation to a given purpose of personal data processing by the Administrator.
- 5.5. The Administrator may process personal data for the following purposes, on the following legal basis and in the following periods:

Data processing purpose	Legal basis for data processing	Data storage period
Implementation of the Promotion	Article 6 paragraph 1 letter f) of the GDPR Regulation (legitimate interest of the Administrator) - processing is necessary for the purposes arising	Data is stored for the period necessary to conduct the Promotion, terminate the contract or expiry of the Organizer and Customers' rights and

	from the legitimate interests of the Administrator consisting of the implementation of the assumptions of the Promotion, which the data subject wants to use	obligations.
Direct marketing	Article 6 paragraph 1 letter f) of the GDPR Regulation (legitimate interest of the Administrator) - processing is necessary for the purposes arising from the legitimate interests of the Administrator consisting of taking care of the interests and good reputation of the Administrator.	Data is stored for the period of a legitimate interest existence implemented by the Administrator, however, no longer than over the limitation period of claims that may be raised against the Administrator (basic limitation period for claims against the Administrator is six years).  The Administrator may not process data for direct marketing purposes in the event of an effective objection in this respect by the data subject.
Keeping the accounts	Article 6 paragraph 1 letter c) of the GDPR Regulation in connection with Article 74 paragraph 2 of the Accounting Act, i.e. of 30 January 2018 (Journal of Laws of 2018, item 395, as amended) - the processing is necessary for the fulfilment of a legal obligation incumbent on the Administrator.	Data is stored for the period required by law provisions ordering the Administrator to store accounting books (5 years from the beginning of the year following the financial year to which the data relates).
Determining, pursuing or defending claims that the Administrator may raise or that may be raised against the Administrator	Article 6 paragraph 1 letter f) of the GDPR Regulation (legitimate interest of the Administrator) - processing is necessary for the purposes arising from the legitimate interests of the Administrator consisting of determining, pursuing or defending claims that the Administrator may raise or which may be raised against the Administrator.	Data is stored for the period of a legitimate interest existence implemented by the Administrator, however, no longer than over the limitation period of claims that may be raised against the Administrator (basic limitation period for claims against the Administrator is six years).

**5.6.** It is necessary for the Administrator to use the services of external entities. The Administrator only uses the services of such processing entities who provide sufficient guarantees of implementing appropriate technical and organizational measures, so that the processing meets the requirements of the GDPR regulation and protects the rights of data subjects. The Administrator transfers data only if it is necessary to implement a given purpose of personal data processing and only to the extent necessary to implement it. Customers' personal data may be transferred to the following recipients or categories of recipients:

5.6.1 service providers supplying the Administrator with technical, IT and organizational solutions, enabling the Administrator to conduct business activity, including the Online Store and Electronic Services provided through it (in particular the computer software provider to run the Online Store, electronic mail and hosting provider, as well as company management software and technical support to the Administrator). The Administrator provides the collected personal data of the Customer to the selected supplier acting on its order only in the case and to the extent necessary to implement given purpose of data processing in accordance with this point 7 of the Regulations.

5.6.2 providers of accounting, legal and advisory services providing the Administrator with accounting, legal or advisory support (in particular accounting office, law firm or debt collection company). The Administrator provides the collected personal data of the Customer to the selected supplier acting on his behalf only in the case and to the extent necessary to implement given purpose of data processing compliant with this point 7 of the Regulations.

**5.7.** The data subject has the following rights:

5.7.1 **The right to access, rectify, limit, delete or move** - the data subject has the right to request from the Administrator access to his/her personal data, rectify it, delete ("right to be forgotten") or limit its processing and has the right to object to its processing and also has the right to transfer his/her data. Detailed conditions for exercising the above - mentioned rights are indicated in Art. 15-21 of the GDPR Regulation.

5.7.2 **The right to withdraw consent at any time** - a person whose data is processed by the Administrator on the basis of the consent (pursuant to Article 6 paragraph 2 letter a) or Article 9 paragraph 2 letter a) of the GDPR regulation), has the right to withdraw consent at any time without affecting the lawfulness of the processing, which was carried out on the basis of consent before its withdrawal.

5.7.3 **The right to lodge a complaint to the supervisory authority** - a person whose data is processed by the Administrator has the right to lodge a complaint to the supervisory authority in the manner and mode specified in the provisions of the

GDPR act and Polish law, in particular the Act on the protection of personal data. The supervisory authority in Poland is the President of the Personal Data Protection Office.

- 5.7.4 **The right to objection** - the data subject has the right to lodge an objection at any time for reasons related to his/her special situation against processing regarding his/her personal data based on Article 6 paragraph 1 letter e) (interest or public tasks) or f) (legitimate interest of the administrator), including profiling on the basis of these provisions. In this case, the Administrator must no longer process this personal data, unless he demonstrates the existence of valid legitimate grounds for processing, superior to the interests, rights and freedoms of the data subject, or grounds for determining, investigating or defending claims.
- 5.7.5 **The right to object to direct marketing** - if personal data is processed for the purposes of direct marketing, the data subject has the right to object to the processing of his/her personal data for the purposes of such marketing, including profiling, in the scope, in which processing is associated with such direct marketing at any time.
- 5.8. In order to exercise the rights referred to in this point 5 of the Regulations, one can contact the Administrator by sending a relevant message in writing or by e-mail to the Administrator's address indicated at the beginning of the Regulations.

## 6. FINAL PROVISIONS

- 6.1. The law applicable to these Regulations shall be the law of Poland.
- 6.2. The Exhibitor/Organizer reserves the right to amend these Regulations for important reasons, such as: a change in legal provisions; change of operation, forms of display, denominations or expiry dates of Discount Codes or Gift Vouchers. The need to adapt these Regulations to changes resulting from the amendment to the Regulations of the Online Store is subject to legal or regulatory obligation provided that no changes to the Regulations shall affect the acquired rights of the Customer / Holder before its change, including in particular the already issued Discount Codes and Gift Vouchers.
- 6.3. In matters not covered by these Regulations, the provisions of the Civil Code and other relevant provisions of Polish law shall apply.