

## **1. GENERAL PROVISIONS**

1.1. These Terms & Conditions define the terms, scope and conditions of participation in the R-TEAM Loyalty Programme.

1.2. The programme is organised by R-GOL Sp. z o. o. (formerly R-GOL Marcin Radziwon Sp. K.), Górką 3D, 14-100 Ostróda, NIP: 741-213-29-44, KRS 0001034546

Hereinafter referred to as the "Organiser".

1.3. The programme is run under the brand R-TEAM.

1.4. A person wishing to participate in the Programme (hereinafter referred to as the "Customer" or "Participant") can join the Programme by:

creating a user account at [www.R-GOL.com](http://www.R-GOL.com), marking their consent to participate in the programme and agreeing to receive commercial information (subscription to the newsletter) or

completing an electronic form in the Organiser's stationary store, filling in the required fields and marking the required consents, which results in setting up an account in the online store

1.5. The rules of participation in the Programme are governed by these Terms & Conditions, which will be published on [www.R-GOL.com](http://www.R-GOL.com) and in the Stationary Stores.

1.6. The Organiser reserves the right to make changes to the Terms & Conditions at any time during the Programme. Information about changes in the Terms & Conditions and the date of entry into force of the new Terms & Conditions shall be placed on the website [www.R-GOL.com](http://www.R-GOL.com) and in the Organiser's stationary stores. Participants will be notified about the changes of the Terms & Conditions by e-mail.

## **2. RULES OF THE PROGRAMME**

2.1. R-TEAM is a special voluntary loyalty programme for all customers of the Online Store and Stationary Stores who have set up an account at [www.R-GOL.com](http://www.R-GOL.com) or at Stationary Store and have agreed to receive commercial information (newsletter). The Organiser reserves the right to exclude individual Stores from the Programme permanently or periodically at any time.

2.2. When making purchases in the Online Store or Stationary Stores, the Participant collects a bonus of 10% of the value of the purchases made, which may be used under the terms set out below. Participation in the Programme enables taking advantage of additional promotions and special offers on terms defined separately by the Organiser.

2.3. To join the R-TEAM Programme you have to:

create a user account in the Online Store and agree to receive commercial information (consent to the newsletter) or

fill in an electronic registration form available at the Stationary Stores, which is equivalent to setting up an account at the Online Store, and agree to receive commercial information.

2.4. The account of a Participant who has confirmed their willingness to participate in the R-TEAM programme should be updated with the required personal data (name, surname, e-mail address, telephone number) and additional voluntary data in the form of date of birth. The Organiser reserves the right not to accept the form filled in by a potential Participant if it does not contain the required data.

2.5. The Participant who subscribes to the Programme in the Stationary Store automatically creates an account in the online store [www.R-GOL.com](http://www.R-GOL.com) and receives a virtual Programme Card which enables their identification while shopping in the Stationary Store. The Participant may also be identified on the basis of personal data provided by the Participant.

2.6 The login data for the user account in the online store will be sent to the e-mail address provided in the electronic form during registration.

2.7. Participation in the R-TEAM programme is dedicated to adult persons.

2.8. Minors may participate in the programme only with the consent of their legal representatives, after having indicated the required consent on the form.

2.9. The participant is obliged to comply with the provisions of these Terms & Conditions, as well as not to undertake actions contrary to good morals, use the membership in the R-TEAM Programme for commercial purposes or act to the detriment of the Organiser. In particular, a Participant may not take the following actions in relation to their participation in the R-TEAM Programme:

a) make purchases in the Online Store in the name or on behalf of another person using the Bonus to which the Participant is entitled,

b) conduct commercial activities in connection with membership in the R-TEAM Programme, in particular consisting in reselling goods purchased in the Online Store or stationary stores using the Bonus,

c) transfer access to the Participant's account in the Online Store to third parties in order to make them benefit from the Participant's Bonus.

2.10. The Organiser reserves the right to exclude the Participant from membership in the R-TEAM Programme in case of violation by the Participant of the provisions of these Terms & Conditions, in particular the provisions of point 2.9 above.

### **3. RULES FOR CALCULATING AND USING BONUSES IN THE R-TEAM PROGRAMME**

3.1. Customers using the R-TEAM programme are charged a 10% bonus on the value of each purchase made in the R-GOL stationary stores, in the [www.R-GOL.com](http://www.R-GOL.com) Online Store and the R-GOL.com application excluding shipping costs. The bonuses shall be used in accordance with the rules set out below. The bonus is not convertible into cash. The bonus is mathematically rounded up to the nearest whole number.

3.2. The charged Bonus may be used during subsequent purchases in Stationary Stores, in the application or in the Online Store only when purchasing goods which are not discounted and not covered by promotions or rebates. The bonus is used in the form of a discount on purchases, with the provision that the discount is calculated only on goods not discounted and not covered by promotions and may not be greater than 50% of the value of the products purchased.

3.3. If the bonus charged on the Participant's account is higher than 50% of the value of purchased goods, the remaining unused bonus remains on the Participant's account and can be used for subsequent purchases. If the bonus charged on the Participant's account is lower than or equal to 50% of the value of goods in a given purchase, then the Participant may use the entire accumulated Bonus

3.4. If the Premium is used in a transaction in which a Participant buys several products, it is proportionally divided between the products and proportionally reduces the price of each product which cannot be discounted or subject to promotion.

3.5. The bonus from a given transaction may be used after 30 days from the sale carried out within a given transaction. The realisation of sale is the date of fiscalisation of sales carried out within a given transaction. The fiscalisation of sale takes place before the goods are sent or handed over to the Participant.

3.6. The bonus from a given purchase transaction can be used by the Participant in a period of up to 180 days. After the end of the period indicated above, the charged Bonus will be cancelled, which does not, however, affect the Bonus charged from subsequent transactions.

3.7. All information about your account balance and the bonus you have accumulated is available in the "My Account" tab of the Online Store or can be provided by the employees of stationary stores.

3.8. When making purchases in the Stationary Stores, the Participant is verified on the basis of their virtual card. In the absence of a card, the Participant may be verified on the basis of other data (e.g. personal or contact details), unless the outcome of the verification raises reasonable doubts.

3.9. In case of returning goods from the transaction in which the Bonus was used, the Participant's account is again credited with the Bonus value associated with the returned goods.

3.10. In the case of returning goods from a transaction under which the Bonus was charged on the account of a given Participant, the Bonus shall be reduced by the value resulting from the value of returned goods.

3.11. The programme may not be combined with other programmes, discount codes available for use in the store and it is not possible to use different programmes or additional discount codes during one transaction.

3.12. In order to make use of the Programme in the shopping cart, the Participant must be logged in to their account. In order to use the bonus when shopping in the Online Store, the Participant selects the option "I use R-TEAM" in the shopping cart, which results in a corresponding reduction in the price of the not discounted goods in the shopping cart if the the Participant's account is charged with any bonus. In order to make use of the Programme in the shopping cart, the user must be logged in to their account.

3.13. In order to use the Bonus in the Stationary Store, the Participant must notify the seller about the fact of being Participant of the Programme and about the willingness to use the Bonus before making a purchase.

3.14. The Organiser reserves the right to change the amount of the bonus. The bonus acquired before the change of its amount can be used on the basis of provisions valid for the period before the above-mentioned change. In case of a change in the amount of the Bonus, the Organiser will place appropriate information on the website [www.R-GOL.com](http://www.R-GOL.com), in R-GOL stationary stores and notify Participants by e-mail.

3.15. If the bonus on the Participant's account was charged or used contrary to the Terms & Conditions, the Organiser shall be entitled to cancel part or all of the bonus charged, of which the Participant shall be informed.

3.16. Temporary promotions are organised for R-TEAM participants (e.g. multiplication of bonuses, additional free purchases etc.). Details of temporary offers (duration and rules)

will be communicated on the [www.R-GOL.com](http://www.R-GOL.com) website and in stationary stores. The Organiser may, at its own discretion and on the terms and conditions separately specified by the Organiser, address special promotional offers to selected Programme members who have agreed to receive commercial information.

#### **4. PERSONAL DATA**

4.1. The provision of personal data by the Participant is voluntary, however indispensable in order to take part in the R-TEAM loyalty programme. Failure to provide data will make it impossible to join the above-mentioned programme. Providing the date of birth is voluntary and does not affect the possibility to subscribe to the R-TEAM loyalty programme.

4.2. The Customer's personal data is 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 regard to the processing of 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". The Controller of personal data of the Programme Participant is the Programme Organiser. The Data Controller can be contacted as follows: by e-mail sent to the e-mail address: [eSklep@R-GOL.com](mailto:eSklep@R-GOL.com) or by phone at +48 22 299 89 00.

4.3. The Data Controller has appointed a Data Protection Officer who can be contacted in any matter related to the processing of the Customer's personal data. Contact to the Data Protection Officer: [IOD@r-gol.com](mailto:IOD@r-gol.com).

4.4. Participant's data is collected during registration in an electronic form (name, surname, e-mail address, telephone number, date of birth). The Organiser processes the Participant's personal data on the basis of the GDPR for the following purposes: a. execution of the sales and bonus agreement, maintaining a user account in the R-GOL online store on the basis of Art. 6(1)(b) of the GDPR; b. execution of legal obligations incumbent on the Controller, in particular tax or accounting obligations (Art. 6(1)(c) of the GDPR); sending commercial information about the Controller's products or services by electronic means (Art. 6(1)(A) of the GDPR – consent); to pursue the Controller's legitimate interest (Article 6(1)(f) of the GDPR) to pursue or defend against claims and to undertake statistical and analytical activities as well as for contact purposes. We would also like to inform you that for marketing purposes, in some cases, personal data may be profiled in order to provide you with tailored marketing information, which is also our legitimate interest (Article 6(1)(f) of the GDPR).

4.5. The Participant's data will not be transferred to a third country. The period of processing personal data depends on the purpose for which the data is processed. The period for which the personal data will be stored is calculated on the basis of the following criteria: legal regulations, which may oblige the Organiser to process the data for a certain period of time; the period necessary to protect the Organiser's interests; the period necessary to provide services by the Organiser and ensure the necessary service to the Participant; the period for which consent has been granted.

4.6. The Programme Participant has the right to access, update and correct their personal data. The Programme Participant has the right to withdraw consent to the processing of personal data at any time, to demand its removal by the Organiser, to object to the processing based on the Controller's legitimate interest, to restrict the processing and to demand transfer of data. Withdrawal of consent shall not affect the lawfulness of the data processing carried out on the basis of the consent granted before its withdrawal.

In order to exercise the aforementioned rights, the Participant should contact the Controller, using the contact details provided, and inform the Controller which rights and to what extent the Participant wants to exercise.

4.7 The Programme Participant is obliged to notify the Organiser of any change in their personal data contained in the registration form. In the absence of such notification, the Organiser shall not be liable for any delay or lack of information about current promotions intended for Programme Participants, as long as the lack of notification concerns the personal data necessary to provide such information.

4.8 In case of doubts as to the correctness of the processing of personal data by the Controller, the Participant has the right to lodge a complaint with the President of the Personal Data Protection Office (ul. Stawki 2, Warsaw).

4.9. The recipients of the Programme Participant's data will be entities providing support services to the Controller, with whom agreements on entrusting data processing (e.g. IT support, marketing activities) have been concluded.

## **5. CLOSING THE PROGRAMME, WITHDRAWAL FROM PARTICIPATION IN THE PROGRAMME.**

5.1. The Organiser reserves the right to suspend or close the programme at any time during its duration, subject to respect for the rights acquired by the Participant.

5.2. In case of closing or suspending the Programme, the possibility of charging Bonuses is blocked on all Participants' Cards and accounts, which does not affect the Participant's right to use the Bonuses charged on their account within 180 days from making the particular transactions.

5.3. In case of closing or suspending the Programme, the Organiser is obliged to place appropriate information on the [www.R-GOL.com](http://www.R-GOL.com) website, in R-GOL stationary stores and notify Participants by e-mail.

5.4. The fact of closing or suspending the Programme by the Organiser does not entitle the Participant to claim against the Organiser the payment of the value of the acquired bonus in cash.

5.5. Resignation from participation in the Programme takes place by revoking consent to receive commercial information (newsletter) or at the Customer's request, after contacting the Customer Service Office at the e-mail address [eSklep@R-GOL.com](mailto:eSklep@R-GOL.com) or phone number: (+48) 22 299 89 00. Closing the Account involves resignation from using the accumulated Bonuses.

## **6. COMPLAINT PROCEDURE**

6.1. The Participant is entitled to lodge a complaint in connection with the implementation of the provisions of the Terms & Conditions, in particular with regard to the bonuses granted or the implementation of the discount.

6.2. The complaint should be submitted within 30 days from the occurrence of circumstances justifying its submission. The complaint should be sent by post, courier, submitted in person at the Organiser's office or sent by e-mail to the Organiser at the address: [eSklep@R-GOL.com](mailto:eSklep@R-GOL.com) or via the contact form available at the website: <https://www.R-GOL.com/contact>.

6.4. The complaint should include the name and surname, e-mail address, possibly the exact address of the Complainant, date, description and reason for the complaint.

6.5. Complaints shall be considered within 30 days of their receipt by the Organiser. In particularly justified cases this period may be extended by a further 30 days. The Complainants are notified in writing or, at their request, by e-mail.

6.6. Failure to take into account the claims within the complaint procedure or expiry of the period referred to in 7.2 does not affect the Customer's right to pursue these claims in a common court.

## **7. FINAL PROVISIONS**

7.1. To the extent not regulated by the Terms & Conditions, provisions of Polish law shall apply, including in particular the Act of 23 April 1964 Civil Code (Journal of Laws of 1964, 16.93 as amended).

7.2. Any disputes arising in connection with the application of the Terms & Conditions shall be settled by a competent court in accordance with generally applicable regulations.

7.3. The content of the Terms & Conditions is made available to all Participants on the website [www.R-GOL.com](http://www.R-GOL.com), in the Stationary Store and at the registered office of the Organiser.

7.4. The selection by the Customer of the appropriate consent on the registration form available in the Stationary Store or joining the Programme via the website [www.R-GOL.com](http://www.R-GOL.com) is tantamount to the acceptance of the provisions of these Terms & Conditions together with the obligation to observe them.

7.5. The Programme Organiser is not responsible for the consequences of registration incorrectly filled in by the Customer.

7.6. These Terms & Conditions are valid from 1.03.2020.