

**TERMS AND CONDITIONS OF THE PROMOTIONAL LOTTERY NAMED:
"VIPro LOTTERY"**

§ 1

Name of Lottery

These Terms and Conditions (hereinafter referred to as the **Terms and Conditions**) set out the conditions under which the promotional lottery called "VIPro LOTTERY" (hereinafter referred to as the **"Lottery"**) takes place. The Lottery constitutes a promotional lottery within the meaning of Article 2, paragraph 1, point 10 of the Act of 19 November 2009 on gambling (Journal of Laws of 2023, item 227).

§ 2

Lottery Organizer

The entity organising the Lottery is the Organiser, i.e. V-PROTECT Spółka z ograniczoną odpowiedzialnością with its registered office in Police, entered into the Register of Entrepreneurs of the National Court Register under KRS No.: 0000919383, whose registration files are kept in the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division of the National Court Register, using NIP No.: 851-326-35-65 and REGON No.: 389-816-906, address: ul. Tanowska 18, 72-010 Police, Poland, e-mail address: loteria@v-protect.pl, telephone: +48 789 390 230 (**"Organiser"**).

§ 3

Indication of the authority issuing the permit

The Lottery is conducted on the basis of the Act of 19 November 2009 on gambling (Journal of Laws of 2023, item 227), a permit issued by the Director of the Tax Administration Chamber in Szczecin and in accordance with the provisions of these Terms and Conditions.

§ 4

Area, time and manner of ensuring the correct organisation of the Lottery

1. These Terms and Conditions define the rules of organisation and conditions of participation in the Lottery.
2. The Lottery is organized on the premises of the Organizer at ul. Tanowska 18 in Police (72-010 Police).
3. The Lottery starts on May 8, 2023 and ends finally on February 27, 2024 (the duration of the Lottery including the complaint procedure up to the final date of Prize distribution).
4. The Promotional Sale Period entitling the Participant to obtain a Lottery Prize for the purchase of goods from the Organiser during this period on the terms and conditions indicated herein shall last from 8 May 2023 to 31 December 2023 (**"Promotional Sale Period"**).
5. The Lottery Commission appointed by the Organiser (hereinafter referred to as the **"Commission"**) shall supervise the proper organisation and conduct of the Lottery to the extent necessary to perform activities related to the supervision and conduct of the Lottery.
6. The Commission shall be composed of three persons, including the Chairman of the Commission, who holds a certificate of training referred to in Article 24 of the Act of 19

November 2009 on gambling (Journal of Laws of 2023, item 227). The Organiser has issued the regulations for the operation of the Commission. The Commission shall draw up a protocol of the prize draw.

7. All doubts concerning the Lottery, in particular the principles, course of the Lottery or provisions of the Terms and Conditions, as well as complaints, are resolved by the Lottery Commission.

§5

Determination of the persons who can take part in the Lottery

1. The Lottery is open to all Participants who fulfil the terms and conditions described herein.
2. Employees of the Organiser and members of their families, as well as members of the Organiser's statutory bodies and members of their families, and persons involved in the preparation and execution of the Lottery, may not participate in the Lottery.
3. Family members are understood as: ascendants, descendants, siblings, spouses, spouses and descendants of siblings, ascendants and siblings of spouses and persons in an adoption relationship.
4. Participation in the Lottery is voluntary. An entity which has entered the Lottery in accordance with the Terms and Conditions, becomes a Participant in the Lottery ("**Participant**"). The Participant should read the Terms and Conditions of the Lottery before entering the Lottery. By entering the Lottery, the Participant confirms that he or she has read the Terms and Conditions and accepts its content and undertakes to abide by the rules described herein.
5. Joining the Lottery takes place by sending to the organizer's e-mail address loteria@v-protect.pl a completed and signed Application Form, the template of which is attached as Annex No. 1 or No. 2 to the Terms and Conditions, depending on the organizational form of the company.
6. In the event that the Lottery Commission finds a violation of the rules of participation in the Lottery or fraudulent activity, the Lottery Commission has the right to exclude such Participant from the Lottery.
7. The Lottery is open only to entrepreneurs (economic entities) who may act in person or through persons who are members of a body authorized to represent them or through proxies authorized to act for and on behalf of the entrepreneur, as well as employees of the entrepreneur or persons cooperating on a basis other than employment relationship, including on the basis of civil law agreements.

§ 6

Rules of the Lottery

1. In order to participate in the Lottery, a Participant who is an entrepreneur (economic entity) must:
 - a) be simultaneously a Participant in the VIPro Loyalty Programme,
 - b) enter the lottery in the manner indicated in § 5 point 5 of the Terms and Conditions and then during the Promotional Sales Period purchase from the Organiser goods in the form of: ANT series weld shields, Single series weld shields or Ribbon series weld shields for a minimum net amount of PLN 1,000.
2. Purchases of goods made prior to the receipt by the Organiser of a notification confirming entry into the Lottery shall not entitle the Participant to obtain the lottery tickets.

3. The purchase of goods shall be understood as placing an order and its proper payment to the Organiser within the time limit specified on the invoice issued by the Organiser, but no later than 31.12.2023.
 4. For each full PLN 1,000 net spent on the purchase of goods in accordance with paragraphs 1, 2 and 3 - the Participant shall obtain 1 ticket. The number of tickets available to the Participant is a multiple of the amount of PLN 1,000 spent on the purchase of goods indicated in paragraph 1(b).
 5. From the moment of making an application for the Lottery and placing an order for goods entitling to obtain a lottery ticket, the Participant shall be assigned an individual serial number, which will mark the lottery tickets obtained by the Participant.
 6. The number of the lottery tickets obtained by a given Participant shall be recorded by the Organiser and shall be cumulative. The Participant shall have the right at any time to find out from the Organiser as to his/her individual serial number and how many tickets he/she has at any given time. All the tickets won by the Participant participate in the prize draw.
 7. The VIPro Loyalty Programme is a programme run by the Organiser, the terms and conditions of participation of which, together with the terms and conditions, are available on the internet address from May 8, 2023 to February 27, 2024: <https://www.v-protect.com/program-lojalnosciowy-vipro/> and www.v-protect.com/download/ ("**VIPro Loyalty Programme**").
 8. Participation in the VIPro Loyalty Programme is a condition of participation in this Lottery. However, in the event that the VIPro Loyalty Programme is terminated before the end of the Promotional Sales Period in this Lottery (i.e. before 31.12.2023), the condition of participation in the Loyalty Programme is not necessary to participate in the Lottery.
 9. A participant in the VIPro Loyalty Programme is an entity that fulfils all the rules and conditions provided for in the VIPro Loyalty Programme Rules to become a participant in this Loyalty Programme ("**VIPro Loyalty Programme Participant**").
- A Participant in the Lottery must also agree to participate in the Lottery and consent to the processing of personal data.

§ 7

Value of the prize pool

1. The total value of the prize in the Lottery allocated by the Organiser for winning is PLN **19,333.03** (in words: nineteen thousand three hundred and thirty-three zlotys and three groszy) gross. The Lottery provides for one Prize. The stated value of the Prize in the Lottery is market value and may differ from retail prices on the market.
2. The Prize in the Lottery is a professional YAMASAKI fibre optic network welding and measurement kit comprising of:
 - a) Y91 fibre optic welding machine,
 - b) Y32 fibre optic reflectometer,
 - c) Smart power meter TPU1,
 - d) TLU3 light source,
 - e) Y17 fibre cutter,of the gross value of PLN **19,333.03** (in words: nineteen thousand three hundred and thirty-three zlotys and three grosze).
3. The Prize is not exchangeable for any equivalent, including not convertible into any cash amount.
4. The Prize Winner may not transfer the right to the Prize to a third party.

5 The Prize shall be delivered to the Winner by post or courier service to the address specified by the Winner on the entry form. The Prize may also be collected by the Winner in person at the Organiser's registered office.

§ 8

Place and date of the prize draw and announcement of results and the conditions for awarding the prize

1. The Prize draw shall take place on January 15, 2024 at the Organiser's registered office at ul. Tanowska 18 in Police (72-010 Police).
2. The draw shall include all the Participants' correctly obtained Prize tickets. Each of the Participants will be assigned an individual serial number. Each obtained lottery ticket of a given Participant will be marked with his/her individual number and will be protected from unauthorised access during the draw.
3. The draw will be conducted by the Lottery Commission. The draw will consist in a manual drawing by a member of the Commission of a Lottery ticket containing a serial number assigned to the name of the Lottery Participant from among all the tickets in the collective pot which were obtained by the Lottery Participants during the Promotional Sales Period. Prior to the draw, the Draws in the collection pot will be manually mixed.
4. Two tickets shall be drawn: the first is the "Winner's ticket" and the second is the "Reserve ticket". "Reserve ticket" cannot belong to the same Participant as the "Winner's ticket", therefore it will be drawn until a draw is made.
5. Upon positive verification of the right to the prize provided for in these Terms and Conditions, the Lottery Organiser shall inform the owner of the "Winner's ticket" of the result of the draw by email by January 20, 2024.
6. In the event of negative verification of the right to the prize of the owner of the "Winner's ticket", the prize shall go to the owner of the "Reserve ticket".
7. Upon positive verification of the right to the prize provided for herein, the Lottery Organiser shall inform on January 26, 2024, the owner of the "Reserve ticket" of the result of the draw, via email.
8. In the event of a negative verification of the right to the prize of the owner of the "Reserve ticket" provided for in these Terms and Conditions, the prize shall remain at the disposal of the Organiser.
9. The winner of the Lottery is obliged to settle the public and legal dues connected with the receipt of the prize - according to the rules applicable to him/her – according to the rules applicable - in accordance with applicable tax regulations.
10. Information on the Lottery results will be announced within 25 days from the date of the draw, on the Organiser's website <https://www.v-protect.com/>, but without publicly indicating the name and surname or company name of the Lottery Winner, but only by indicating the serial number referred to in paragraph 2.

§ 9

Prize delivery date

1. The Prize shall be delivered to the positively verified Winner, selected in accordance with these Terms and Conditions, by February 9, 2024.

2. The Prize may be collected directly from the Organiser's office no later than on February 9, 2024 by prior arrangement with the Organiser of the exact date and time of handing over the Prize.
3. The Prize may be delivered by post or courier service, at the latest sent by February 2, 2024 to the address indicated on the entry form at the Winner's expense.
4. All costs, including travel, accommodation, etc., associated with collecting the Prize in person at the Organiser's registered office shall be borne by the Winner.

§ 10

Procedure and time limit for handling complaints and submitting claims

1. Each Participant in the Lottery has the right to lodge a written complaint from the date of commencement of the Lottery until February 16, 2024. Complaints lodged after the above deadline or delivered to the Organiser after February 16, 2024 will not be considered.
2. The complaint must contain the exact data of the Participant submitting the complaint (name and surname of the Participant or company name, exact correspondence address with the postal code of the complainant), the date and place of the event to which the claim relates, the type of game and the reason for the complaint, the content of the claim of the complainant and a description of the circumstances justifying the complaint and consent to the processing of his/her personal data by the Organiser. In the event of lodging a complaint by means of electronic communication, the complainant indicates the electronic address to communicate about the filed complaint.
3. Complaints shall be submitted in writing by post to the Organiser's address:
ul. Tanowska 18, 72-010 Police with the annotation "VIPro Lottery – complaint" or to the Organiser's email address: loteria@v-protect.pl with the message subject: "VIPro Lottery – complaint".
4. Complaints are considered by the Lottery Commission no later than February 23, 2024.
5. The complainant shall be notified of the Lottery Commission's decision no later than by February 23, 2024, by registered letter sent to the address provided in the complaint. In the case of a Lottery Participant who indicated an e-mail address in the complaint application, the complaint decision will be notified to the e-mail address provided.
6. Claims related to participation in the Promotion Lottery shall become statute-barred six months from the due date.
7. The running of the statute of limitations on claims shall be suspended for the period from the date of lodging the complaint to the date of responding to the complaint.
8. The Participant has the right to pursue claims in court.

§ 11

Personal data

1. The personal data of the Participants and the Winner of the Lottery shall 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 natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: "RODO") and the Act of 10 May 2018 on personal data protection (Journal of Laws of 2018, item 1000).

2. Rules concerning the processing of personal data by the Organiser

a) the Organiser is the administrator of the personal data of the Participants and the Winner to the extent indicated in the Terms and Conditions.

b) the Organiser can be contacted using the following contact details: e-mail address: loteria@v-protect.pl or by letter to V-Protect Sp. z o.o. ul. Tanowska 18, 72-010 Police.

c. Personal data is processed by the Organiser for the following purposes:

- of Participants - in order to undertake activities concerning the implementation of the Lottery, including the selection of the Winner of the Lottery, verification of their eligibility in order to issue the Prize,

- of the Winner - in order to fulfil the legal obligations incumbent on the Organiser, including in particular obligations arising from the Act on gambling (Journal of Laws of 2023, item 227), the Ordinance of the Minister of Finance of 22 June 2010 on certificates of winning and records of certificates and records of paid (spent) winnings (Journal of Laws of 2019, item 2304), tax regulations and accounting regulations,

- of Participants and the Winner - for the purpose of handling, investigating and defending in the event of the occurrence of mutual claims, for the purpose of complaint proceedings.

3. The legal basis for the Organiser's processing of personal data for the purposes set out in paragraph 2 above is:

a) to take action for the purpose of implementing the Lottery (pursuant to Article 6(1)(b) RODO),

b) the necessity to fulfil the legal obligation incumbent on the Organiser (pursuant to Article 6(1)(c) RODO), which is to fulfil its obligations arising from the Lottery and to have proof of handing over the prize for tax purposes, for the purposes of inspection by authorised state authorities,

c) the necessity to fulfil the legal obligation incumbent on the Organiser (pursuant to Article 6(1)(c) RODO), which in this regard are the provisions of the Act on gambling and, in the further period, the provisions of the law authorising state authorities to carry out an inspection of the process of organising the Lottery (i.e. including tax or customs and tax inspection) and the obligations imposed on the Organiser by generally applicable legal regulations with regard to the retention of documentation,

d) the necessity to fulfil the legal obligation incumbent on the Organiser (pursuant to Article 6(1)(c) RODO), i.e. for the purpose of handling complaints submitted by the Participant, handling, investigating and defending in the event of the occurrence of mutual claims, pursuant to the Regulation of the Minister of Finance on the procedure for submitting claims by participants in gambling games (Journal of Laws of 2019, item 20),

e) the Organiser's legitimate interest (pursuant to Article 6(1)(f) RODO) - for the purpose of handling, investigating and defending in the event of the occurrence of mutual claims.

4. The provision of personal data by Participants is voluntary but necessary to participate in the Lottery and (in relation to the Winner) to receive the Prize or (in the case of Participants making a complaint) to process the complaint. Failure to provide personal data shall result in not being able to participate in the Lottery and (in respect of the Winner) not being able to receive the Prize or (in respect of Participants making a complaint) to process the complaint.

5. The personal data of the Participants and the Winner may be disclosed by the Organiser to entities cooperating with it (recipients), in particular for the purposes of the provision of IT services, delivery of correspondence and parcels, legal, archiving, public administration bodies, bodies established to monitor compliance with and enforcement of the law.

6. The personal data of the Participants and the Winner of the Lottery shall be stored for the period necessary for the execution of the Lottery, but for no less than until the expiry of mutual claims. In cases where personal data is processed for the purposes of fulfilling legal obligations incumbent on the Organiser, such data will be processed for as long as required by law.

7. The Participants and the Winner shall have the right to access the data provided and to receive a copy of the data and the right to request the correction, rectification, deletion, restriction of its processing, to object to its processing for direct marketing purposes or, for reasons related to the particular situation to the processing necessary for the purposes arising from the legitimate interests of the data controller, to request its transfer (the right to transfer personal data shall only be granted in respect of those data processed under contract), as well as the right to lodge a complaint with the Office for the Protection of Personal Data.

§ 12

Final provisions

1. The Terms and Conditions of the Lottery and the application form constituting annexes hereto are available on the organizer's website, i.e. at <https://www.v-protect.com/download/> and in the tab referring to the Lottery.

2. The rights and obligations of the Organiser and the Lottery Participants are set forth in these Terms and Conditions of the Lottery and in the relevant provisions of law.

3. In all and any matters not regulated by these Terms and Conditions, the generally applicable provisions of the law shall apply, including: the provisions of the Civil Code, the Act of 19 November 2009 on gambling and in accordance with the Regulation of the European Parliament and of the EU Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and in accordance with the Act of 10 May 2018 on personal data protection.

4. Telephone calls made by the Organiser to Participants' telephone numbers are free of charge for Participants in the Lottery and are made only from Polish numbering resources.

5. The Organiser may contact the Participant by telephone or e-mail on matters related to the Lottery. Contact takes place between 9:00 a.m. and 5:00 p.m. on working days.

6. For the purposes of the Lottery, working days shall be understood by the Organiser as days from Monday to Friday excluding public holidays.

7. At the request of the Winner, the Organiser shall issue a personal certificate of the winnings in accordance with the procedure and time limits resulting from the provisions of Article 20 of the Act on gambling (Journal of Laws of 2023, item 227).