

# **„VIPro” LOYALTY PROGRAM TERMS AND CONDITIONS**

## **§ 1 General provisions**

1. These Terms and Conditions (hereinafter: “Terms and Conditions”) set out the rules for the conduct, operation and conditions of participation in the Loyalty Program “VIPro” (hereinafter: “Loyalty Program”) organized by the company V-PROTECT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (Limited Liability Company) with its registered seat in Police, entered in the Register of Entrepreneurs of the National Court Register under KRS No: 0000919383, the registration files of which are kept at the District Court of Szczecin-Centrum in Szczecin, XIII Economic Department of the National Court Register, using NIP number: 851-326-35-65 and REGON number: 389816906, address: ul. Tanowska 18, 72-010 Police, Poland, e-mail address: [biuro@v-protect.pl](mailto:biuro@v-protect.pl) (hereinafter: “Organizer”).
2. The Loyalty Program is addressed to the Customers of the Organizer who meet the conditions for participation in the Loyalty Program provided for in the Terms and Conditions.
3. The Loyalty Program is implemented from November 22, 2022 and lasts until December 31, 2023, according to the time zone of the Organizer’s seat (hereinafter: “Loyalty Program Term”). The Organizer, at its will, may unilaterally extend the Loyalty Program Term for any period of time.
4. The Loyalty Program is carried out all over the world, in all countries where the supply of its Products is offered by the Organizer, in accordance with the Terms and Conditions.
5. The Loyalty Program allows Participants to earn Loyalty Points, as specified in the Terms and Conditions (hereinafter: “Loyalty Points”), which may be exchanged for Rewards, as set out in the Terms and Conditions (hereinafter: “Rewards”).
6. The content of the Loyalty Program Terms and Conditions is available on the Organizer’s website at: [www.v-protect.com/download](http://www.v-protect.com/download).

## **§ 2 Definitions**

1. Terms and Conditions - these Terms and Conditions of the „VIPro” Loyalty Program, together with all its attachments, which sets out the rules for the conduct, operation and conditions of participation in the “VIPro” Loyalty Program organized by the Organizer company V-PROTECT Spółka z Ograniczoną Odpowiedzialnością with its registered seat in Police.
2. Loyalty Program – „VIPro” Loyalty Program organized by the Organizer company V-PROTECT Spółka z Ograniczoną Odpowiedzialnością with its registered seat in Police, the rules of its conduct, operation and conditions of participation of which are set forth herein.
3. Organizer - V-PROTECT Spółka z Ograniczoną Odpowiedzialnością with its registered seat in Police, entered in the Register of Entrepreneurs of the National Court Register under KRS No.: 0000919383, the registration files of which are kept in the District Court

Szczecin-Centrum in Szczecin, XIII Economic Department of the National Court Register, using NIP number: 851-326-35-65 and REGON number: 389816906, address: ul. Tanowska 18, 72-010 Police, Poland, e-mail address: [biuro@v-protect.pl](mailto:biuro@v-protect.pl) , telephone: 0048 789 390 230.

4. Customer - any legal entity, having legal personality, purchasing services or goods from the Organizer. In the case of natural persons, it is necessary to reach the age of majority, i.e. to be over 18 years old.
5. Participant - any Customer who meets the conditions for participation in the Loyalty Program provided for herein and who, during the Loyalty Program Term, places an order for Products with the Organizer by e-mail or telephone and expresses his or her willingness to join the Loyalty Program by making an e-mail declaration that he or she has read the Terms and Conditions and accepts them.
6. The Loyalty Program Term - The Loyalty Program is implemented from November 22, 2022 and lasts until December 31, 2023, according to the time zone of the Organizer's seat. By unilateral decision of the Organizer, it may be extended for any period of time. At the same time, in accordance with the provisions of the Terms and Conditions, the Organizer may unilaterally terminate the Loyalty Program at any time, of which it shall inform the Participants 30 days in advance.
7. Loyalty Points - are points earned by Participants under the Loyalty Program under these Terms and Conditions, which may be exchanged by Participants for Rewards, as set out in the Terms and Conditions.
8. Rewards - are the rewards provided for in these Terms and Conditions, which a Participant may obtain for Loyalty Points previously collected in the Loyalty Program.
9. Products - are the products listed in these Terms and Conditions, for the purchase of which the Organizer, as specified in the Terms and Conditions, provides for the earning of Loyalty Points by Loyalty Program Participants.

### **§ 3 Conditions of participation in the Loyalty Program**

10. A Loyalty Program Participant is any Customer who, during the Loyalty Program Term, places an order for Products with the Organizer by e-mail or telephone and expresses his or her willingness to join the Loyalty Program by making an e-mail declaration that he or she has read the Terms and Conditions and accepts them (hereinafter: „Participant”).
11. In order to join the Loyalty Program, a Participant places an order for Products with the Organizer by e-mail or telephone and expresses his or her willingness to join the Loyalty Program by making an e-mail declaration that he or she has read the Terms and Conditions and accepts them.
12. Participation in the Loyalty Program is free and voluntary.
13. Each Customer may be registered in the Loyalty Program as a Participant only once at one time.
14. The Loyalty Program consists in awarding Loyalty Points by the Organizer to Participants who make orders of Products offered by the Organizer and pay for them within the agreed period of time.

15. Each Participant may make orders only in his/her name and on his/her behalf. A Participant is not allowed to transfer his/her orders or already collected Loyalty Points to other Participants.
16. In particular, a Participant is obliged to use the Loyalty Program in a manner consistent with the generally applicable laws of the Republic of Poland and the provisions of the Terms and Conditions.
17. A Participant taking part in the Loyalty Program is obliged to provide data in accordance with the actual state of affairs, and in case of any changes during the Loyalty Program, to update them immediately.

#### **§ 4 Terms and conditions of the Loyalty Program and rules for awarding Loyalty Points**

1. The Organizer shall award Loyalty Points to a Participant for the purchase of Products in accordance with the following conditions:
  - (a) for one package of 1,000 pieces of any heat shrink fiber optic splice protectors of the Single series, the Participant shall receive 5 Loyalty Points,
  - b) for one package of 150 pieces of aluminium crimp fiber optic splice protector of the ANT series, the Participant shall receive 8 Loyalty Points,
  - (c) for one package of 1,000 pieces of any heat shrink fiber optic splice protectors of the Ribbon series, the Participant shall receive 25 Loyalty Points.
2. The accumulated Loyalty Points may be exchanged by a Participant for in-kind prizes indicated in the leaflet attached as Attachment No. 1 hereto, provided he/she has a sufficient number of Loyalty Points necessary to obtain a given in-kind prize, or he/she may transfer the accumulated Loyalty Points to fulfil his/her future orders according to the conversion rate of 5 points = 1 euro.
3. As part of the Loyalty Program, the Organizer may announce periods during which it will be possible to earn double the number of Loyalty Points for placing and paying on time an order for selected Products and meeting certain conditions. Information in this regard shall be published by the Organizer on its website [www.v-protect.com](http://www.v-protect.com) or in the e-leaflet distributed by email or on the Organizer's social media.
4. Loyalty Points are accumulated for each Participant and added up after each subsequent order placed, shipped and paid on time. The date of payment of the order is considered to be the payment date appearing on the sales invoice issued for the order. Loyalty Points may be used only after settlement of the invoice issued for the order for which they were earned.
5. The Participant may check the number of Loyalty Points he/she has accumulated by contacting the Organizer **during the working hours of the Organizer's office (Monday to Friday from 08:00 AM to 04:00 PM)** at the e-mail address: [biuro@v-protect.pl](mailto:biuro@v-protect.pl) or by telephone at: **0048 789 390 230**.
6. In the case of erroneous accrual of Loyalty Points or complete lack of accrual of Loyalty Points, the Participant is entitled to make a complaint to the Organizer.
7. Loyalty Points are not exchangeable for money and are not electronic money.
8. Loyalty Points may not be transferred by a Participant to another Participant.

9. Loyalty Points are valid during the Loyalty Program Term and can only be exchanged for Rewards during this period. After the expiration of the Loyalty Program Term, Loyalty Points become invalid and are erased, and therefore cannot be exchanged for Rewards.
10. If the Participant's order in connection with which Loyalty Points have been or should have been awarded to the Participant is not fully fulfilled (e.g., in case of order cancellation, withdrawal from or termination of the agreement, nullity or ineffectiveness), or in case the Organizer finds the indications of misuse or abuse by the Participant, or erroneous posting of a given activity, or other events subject to the Organizer's assessment, the Organizer may not award Loyalty Points to the Participant or may cancel the Loyalty Points already awarded.
11. Each Participant is identified by their VAT number, and the points accumulated by a Participant using a specific VAT number do not transfer to another entity, even if such entity arises as a result of the Participant's transformation, provided that the new entity uses a different (new) VAT number. The new entity may join the Loyalty Program and collect Loyalty Points on its own account as a separate Participant.

## **§ 5 Exchanging Loyalty Points for Rewards**

1. A Participant who has collected the number of Loyalty Points specified by the Organizer may exchange them for Rewards, in accordance with the provisions of the Terms and Conditions.
2. The Organizer provides for the following Rewards:
  - a) in-kind prizes in the form of items indicated in the leaflet attached as Attachment No. 1 to the Terms and Conditions after collecting the necessary number of Loyalty Points to obtain them;
  - b) the cash discount granted by the Organizer on a future order of a given Participant according to the conversion rate indicated in **§ 4 item 2 of the Terms and Conditions**.
3. The Organizer reserves the right to also introduce other additional Rewards, including additional in-kind prizes. Information in this regard shall be published by the Organizer on its website [www.v-protect.com](http://www.v-protect.com) or in the e-leaflet distributed by email or on the Organizer's social media.
4. A Participant exchanges Loyalty Points for a cash discount (**§ 5 item 2b**) on an explicit statement, submitted by e-mail to the e-mail address: [vipro@v-protect.pl](mailto:vipro@v-protect.pl), when placing another order for his/her benefit with the Organizer. Then, the value of this order of the Participant is reduced by the cash discount, constituting the Reward for the Loyalty Points exchanged by the Participant in accordance with the Terms and Conditions.
5. A Participant exchanges Loyalty Points for in-kind prizes in the form of items indicated in the leaflet attached as Attachment 1 hereto (**§ 5 item 2a**) on an explicit statement, submitted by e-mail to the e-mail address: [vipro@v-protect.pl](mailto:vipro@v-protect.pl), indicating the specific in-kind prize and its delivery address - the selected in-kind prize is not exchangeable for money.
6. By exchanging Loyalty Points, a Participant shall specify how many Loyalty Points he/she wishes to exchange. A Participant may only exchange Loyalty Points for a reward with a

value not greater than the Loyalty Points held by the Participant and only within the time limits provided for in these Terms and Conditions.

7. Loyalty Points, after being exchanged for a Reward, are deducted from the Participant's account.
8. Reward in the form of a cash discount granted to the Customer's next order with the Organizer can be combined with other special offers and discounts with the Organizer, unless otherwise stipulated in the terms of such special offer or discount.
9. In the event that the Participant exchanges Loyalty Points for an in-kind prize, it will be delivered to the Participant by the Organizer with the next shipment of ordered goods - if the in-kind prize is available at the Organizer's stock, but not later than within 60 calendar days from the submission by the Participant of a relevant statement on the desire to exchange Loyalty Points for a specific in-kind prize.
10. In the event of the unavailability of a specific assortment in the market (e.g., due to its discontinuation by the manufacturer) as envisaged by the Organizer as a material reward mentioned in Paragraph 2 a) of this section, the Organizer reserves the right to offer a product of similar value. In such a situation, the Organizer will inform the Participant, who has expressed a desire to exchange Loyalty Points for a material reward that is no longer available, in advance.

## **§ 6 Termination of participation in the Loyalty Program**

1. A Participant may terminate his/her participation in the Loyalty Program with immediate effect by submitting a statement in writing to the Organizer's registered seat address (ul. Tanowska 18, 72-010 Police, Poland) or by e-mail to the following e-mail address: [biuro@v-protect.pl](mailto:biuro@v-protect.pl).
2. The Organizer may terminate a Participant's participation in the Loyalty Program for valid reasons, with 7 days' notice, by e-mail to the e-mail address indicated by the Participant when joining the Loyalty Program. Valid reasons referred to in the preceding sentence are considered to be, among other things, violation of the Terms and Conditions or applicable laws in connection with the Loyalty Program by the Participant. The Organizer shall indicate the reason in the termination notice.
3. As soon as the effect of termination of participation in the Loyalty Program is executed, the Participant's Loyalty Points are erased and cannot be exchanged for Rewards. The Participant, intending to terminate the contract, should, if possible, previously exchange the Loyalty Points collected for Rewards, if he/she is entitled to them and meets these Terms and Conditions. It is not possible to restore a Participant's Loyalty Points after they have been deleted.
4. If a Participant fails to pay an invoice to the Organizer that is more than 30 days overdue, the Organizer may unilaterally exclude the Participant from participation in the Loyalty Program with immediate effect, while erasing all Loyalty Points awarded to date.
5. The Organizer may unilaterally terminate the Loyalty Program at any time, of which it shall inform Participants 30 days in advance on its website [www.v-protect.com](http://www.v-protect.com) or in a distributed e-mail e-leaflet or on the Organizer's social media or via direct e-mail correspondence to the e-mail address provided by Participants. During this time, Participants can exchange

Loyalty Points for Rewards. Loyalty Points not used by Participants during this time are subject to deletion without the possibility of restoration.

## **§ 7 Complaints**

1. Complaints related to the Loyalty Program and participation in it should be submitted to the Organizer in writing to the address: ul. Tanowska 18, 72-010 Police, Poland or by e-mail to the following e-mail address: [biuro@v-protect.pl](mailto:biuro@v-protect.pl).
2. The complaint shall include:
  - a) Participant's identification data - name and surname or company name, business address and e-mail address,
  - b) information and circumstances regarding the subject of the complaint, including the type and date of the irregularity,
  - c) the Participant's claim, i.e. information on what the Participant is claiming.
3. The Organizer shall respond to the complaint no later than within 14 calendar days from the date of its submission. However, the Organizer may extend this deadline by another 14 days, in which case, however, the Organizer must inform the Participant that filed the complaint of this extended period needed to consider the complaint.
4. When considering complaints, the Organizer is guided primarily by the provisions of the Terms and Conditions.
5. The Organizer's consideration of the complaint is final and cannot be appealed, which, however, does not exclude the possibility of the Participant to pursue his/her claims in accordance with the laws generally applicable in the Republic of Poland.

## **§ 8 Final provisions**

1. Generally applicable laws of the Republic of Poland shall apply in all and any matters not regulated in the Loyalty Program Terms and Conditions.
2. The information contained in advertising and promotional materials regarding the Loyalty Program is for informational purposes only.
3. A Participant is obliged to familiarize himself/herself with the content of the Terms and Conditions before joining the Loyalty Program. Participation in the Loyalty Program is tantamount to acceptance of the Terms and Conditions.
4. The provisions of the Terms and Conditions do not limit or exclude the assertion of claims by a Participant in accordance with the provisions of the warranty for defects and guarantees or other generally applicable laws in the Republic of Poland.
5. The administrator of personal data processed in connection with participation in the Loyalty Program is the Organizer - V-Protect Spółka z o.o., ul. Tanowska 18, 72-010 Police, Poland. Contact regarding personal data: [biuro@v-protect.pl](mailto:biuro@v-protect.pl). Participants' data are processed for the purposes and in the scope of participation in the Loyalty Program in accordance with the protection of personal data provided for by law, in particular by Regulation (EU) 2016/679 of the European Parliament and of the 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. The Participant may at any time request access to his/her personal data being processed, has the right to update it and may request that the Organizer delete it - the latter being tantamount to the Participant's immediate termination of his/her participation in the Loyalty Program and the deletion of the Participant's Loyalty Points.

6. The Organizer reserves the right to amend these Terms and Conditions for the following important reasons and to the extent resulting from the important reason justifying the amendment:
  - a) changes in the law or the issuance of a ruling by an authorized body, requiring a corresponding change in the Terms and Conditions - to the extent necessary,
  - b) the need to ensure the safe operation of the Loyalty Program and prevent abuse - to the extent necessary,
  - c) the need to protect the legitimate interests of Participants - to the extent necessary,
  - d) introduction of new or expansion of existing functionalities of the Loyalty Program - to the extent necessary,
  - e) the possibility of offering Participants more favourable terms of participation in the Loyalty Program - to the extent necessary.

In this case, the Participants shall be informed of the changes at least 1 month prior to the date of the change in the Terms and Conditions by making the amended Terms and Conditions available with an appropriate announcement on the Organizer's website, unless the applicable law or a ruling of an authorized body requires the Organizer to make the changes within a shorter period of time.

7. The Terms and Conditions shall come into force on November 22, 2022.