Kuśnie, April 2, 2024

## LOYALTY PROGRAM TERMS AND CONDITIONS

## **1 § GENERAL PROVISIONS**

- 1.1. These Terms and Conditions of the Loyalty Program (hereafter referred to as "Terms") set forth the rules, scope, and conditions of participation in the loyalty program of Global Food Hygiene D.Urbański limited partnership.
- 1.2. The organizer of the Program is Global Food Hygiene D.Urbański limited partnership, located at Kuśnie 41D, 98-200 Sieradz, KRS 0000601487, Regon 360982808, NIP 827-230-76-27.
- 1.3. The program is conducted under the name "Your Loyalty Has Value".
- 1.4. An individual or company wishing to participate in the Program (hereafter referred to as "Client" or "Participant") joins the Program by placing an order, consenting to participate in the Program, and agreeing to receive the Newsletter.
- 1.5. Participation in the Program is governed by these Terms, which will be posted on the website www.globalhygiene.pl under the Loyalty Program section.
- 1.6. The Program is open to all customers of the Organizer.
- 1.7. Providing personal data by the Participant is voluntary but necessary to participate in the loyalty program.
- 1.8. The personal data of the Client are processed in accordance with the European Parliament and Council Regulation (EU) 2016/679 of April 27, 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 (General Data Protection Regulation) referred to as "GDPR". The data controller of the Program Participant's personal data is the Program Organizer. The Data Controller can be contacted by email by sending a message to info@globalhygiene.pl.
- 1.9. Participants will be notified of changes to the Terms electronically (to the email address provided at registration or Order). The notification will be sent at least 30 days before the new Terms take effect. Changes will be made to adapt the Terms to the current legal state, to prevent abuses, for security reasons, in case new technological solutions are implemented in the operation of the Store, to improve customer privacy protection, and to introduce editorial changes.

## **2 § PROGRAM RULES**

- 2.1. "Your Loyalty Has Value" is a special, voluntary loyalty program designed for all customers who make purchases at Global Food Hygiene D.Urbański limited partnership.
- 2.2. The program is addressed to Clients of Global Food Hygiene D.Urbański limited partnership, who meet the following conditions together:



### For a discount bonus of 0.25% of the sales value, conditions:

- a. having at least one sales invoice per month (purchase regularity) in the period from April 1, 2024, to December 31, 2024.
- b. Minimum turnover for the company of 50,000 PLN net in the calendar year, e.g., from January 2024 to December 2024.
- c. no arrears with the Company for purchases made.
- d. acceptance of these Terms.

## For a program of sales growth by at least 2%, conditions:

a. an increase in the purchase value in 2023/2024 and subsequent years if the term is extended.

#### Representative example:

Client XYZ purchased products worth 100,000 PLN net in 2023.

In 2024, the purchase increased to a total value of 150,000 PLN net.

#### Bonus:

- 1. Purchase value in 2024 minus the purchase value in 2023 (amount for the bonus)
- i.e., 150,000 PLN 100,000 PLN = 50,000 PLN net.
- 2. Method of calculating the bonus: 50,000 \* 2% = 1,000 PLN net bonus for growth.
- b. having at least one sales invoice per month (purchase regularity).
- c. Minimum turnover for the company of 50,000 PLN from January 2024 to December 2024.
- d. no arrears with the Company for purchases made.
- e. acceptance of these Terms.

The area of realization of the obtained Discounts will be awarded to the Client in the form of a valuable equivalent for goods available in the "GFH Offers" section, which are in circulation with the client or another available at current sales prices.



The discount will be awarded by the end of March of the year following the settlement year in the form of goods proposed to the client at current sales prices. The discount doesn't cover or include logistic costs of products delivery.

- 2.3. Using the Premium cannot be combined with any other promotion or special offer of the Organizer.
- 2.4. The issuance of goods is based on terms established by the Organizer, and it is not possible to issue sales documents for the received goods (RW documents).
- 2.5. If the Loyalty Program is used for transactions in which the Participant purchases several products, it is granted only up to the amount of the quota limit obtained.
- 2.6. The Loyalty Program from a given transaction can be used after 30 days from the completion of the sale within the program settlement or in the case of a longer payment term 30 days after its expiry.

The realization of sales is considered to be the date of sales fiscalization within the given transaction. Fiscalization of sales occurs before sending or issuing the goods to the Participant - with the date of issuing the RW Document according to the Regulations.

- 2.7. From a given purchase transaction, the Participant may utilize the bonus within 30 days of the date of that transaction. After the aforementioned term expires, the accrued Bonus will be canceled, which does not affect the Bonuses accrued from later transactions.
- 2.8. All information about the status of accrued Bonuses will be available in quarterly settlements at the Customer Service Department or through a Sales Representative.
- 2.9. In the case of a return of goods from a transaction in which the Loyalty Program was credited to a given Participant's account, the Bonus from sales will be reduced by the value derived from the returned goods.

#### 3 § CLOSURE OF THE PROGRAM, WITHDRAWAL FROM PARTICIPATION IN THE PROGRAM.

- 3.1. The Organizer reserves the right to suspend, change the conditions, or close the Program at any time during its duration, however, respecting the rights acquired by the Participant.
- 3.2. In the event of closure or suspension of the Program for all Participants, the possibility of accruing or, in the case of delays in customer payments over 60 days, the bonus program will be suspended until further notice.
- 3.3. The fact of closing or suspending the Program by the Organizer does not entitle the Participant to claim the payment of the value of the acquired Premium in cash.
- 3.4. In the event of the Participant's withdrawal from consent to receive the Newsletter or from consent to participate in the Program during the validity of the Program "Your Loyalty Has Value," participation in the program is automatically terminated until the formal requirements of the program are met again.

**4 § FINAL PROVISIONS** 



## MANUFACTURER IMPORTER DISTRIBUTOR

- 4.1. To the extent not regulated by the Regulations, the provisions of Polish law apply, in particular the Act of April 23, 1964 Civil Code (Journal of Laws 1964.16.93 with later amendments).
- 4.2. Any disputes arising in connection with the application of the Regulations will be settled by the court competent according to the seat of the organizer.
- 4.3. The content of the Regulations is made available to all Participants on the website www.globalhygiene.pl
- 4.4. Annexes are an integral part of the contract.



# MANUFACTURER IMPORTER DISTRIBUTOR

#### Attachment No. 1

Consent to Participate in the Program

I declare that I have been informed that the program is free and voluntary, and that I can withdraw from the program at any time. I consent to the processing of my personal data during the duration of the program and after its conclusion by the Organizer for the purposes of settlements and recording of the bonus program.

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Legible signature of the Participant



# MANUFACTURER IMPORTER DISTRIBUTOR

## Attachment No. 2

Consent to Receive the Newsletter

I consent to the processing of my data by Global Food Hygiene D.Urbański limited partnership, Kuśnie 41D, 98-200 Sieradz, KRS 0000601487, Regon 360982808, NIP 827-230-76-27, for the purpose of receiving news and marketing content via automated email messages as part of the "Newsletter" service, in accordance with Article 10(2) of the Act on Providing Services by Electronic Means and Article 172(1) of the Telecommunications Law.

I have read and understood the contents of the Newsletter Terms and Conditions and the GDPR Clause, which I acknowledge and accept.

Legible signature of the Participant