



Regulations of the Maczfit Loyalty Reward Programme valid from 10.11.2018

1 GENERAL PROVISIONS

1. These Rules and Regulations (hereinafter referred to as "Regulations") define the rules of operation and conditions of participation in the Loyalty Programme (hereinafter referred to as the "Programme"/"Loyalty Programme"), organised by MACZFIT Sp. z o.o. with its registered offices in Warsaw (02-958), ul. Stanisława Kostki Potockiego nr 24G Office no. 2, Statistical Reg. No. REGON: 147144966, Tax Reg. No. NIP: 9512377853, entered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000501667, share capital PLN 200,000.00 e-mail: kontakt@maczfit.pl (hereinafter referred to as the "Organiser").
2. The Programme is carried out in Poland and runs from April 1, 2018 to March 31, 2019 and is subject to the provisions of §5.
3. Joining the Programme is voluntary.
4. The Programme offers those clients of the Organiser, (hereinafter referred to as the "Customers") who purchase the instore diet programme, (hereinafter referred as the "Combo"), via the maczfit.pl online store (hereinafter referred as the "Shop") the possibility of earning points, which can then be exchanged for rewards (hereinafter referred to as "Awards") on the terms specified in the Regulations.
5. The Regulations are freely and continuously available, without charge, via the maczfit.pl website and may be acquired, played back, printed or saved on any data carrier, at any time.

2 PARTICIPANTS OF THE PROGRAMME

1. Any natural person who is a Customer and acts as a consumer, within the meaning of Art. 22 (1) of the Civil Code and who is over 18 years old, with full legal capacity, while at the same time being a resident of Poland, can participate in the programme and will, hereinafter, be referred to as the 'Participant,' provided that he/she has set up an account, as referred to in section 3 below,.
2. Participation in the Programme is free, provided that the ICT system, used by the Participant, fulfils the following, minimum technical requirements:
 1. a computer or a mobile device with internet access,
 2. access to electronic mail,
 3. an internet browser, 'Internet Explorer' version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or later,
 4. cookies and Javascript enabled in the web browser.
3. In order to participate in the Programme, that is, in order to conclude the contract, an instore account must be created, (hereinafter referred as the "Account").
4. The Participant can be registered in the programme only once, over a given period of time.

5. The Participant may not share his/her Account with any third parties.
6. The Participant is obliged in particular:
 1. not to deliver or transfer any content prohibited by law, engage in comments of a violent and/or defamatory nature nor violate the personal and other rights of third parties,
 2. to use the Account and the online store without disrupting its functioning, in particular, through the use of specific software or devices,
 3. to refrain from actions such as sending or posting unsolicited commercial information, otherwise known as SPAM in the store,
 4. to use the Programme and Accounts in accordance with Polish legislation and the provisions of the Regulations, as well as with the general principles of Internet use.
7. The public nature of the Internet and the services provided by electronic means may be associated with the risk of obtaining and modifying Participants' data by unauthorised persons, hence Participants should apply appropriate technical measures to minimise the above-mentioned risks, in particular, by the use of antivirus programmes and programmes, protecting the identities of Internet users.
8. A Participant, who is a consumer, may cancel his/her participation in the Programme, without giving any reasons, by giving appropriate notice within 14 days of the date of its termination, unless he/she has renewed his/her contract prior to the deadline for withdrawal, in cases where there is no right to withdraw from the contract.
9. In order to comply with the deadline to withdraw from the contract, a notice to that effect, prior to expiry thereof, will suffice. The Participant may compose his/her own notice or use the template for withdrawing from the Contract, attached as Appendix 1 to these Regulations.
10. If the Participant does not agree to contracting into the service immediately, excluding the right to withdraw from the contract, the Organiser will commence service on the 15th. day from the date of the conclusion of the contract. This means, in accordance with § 3 section 1 of the Regulations, that points will be awarded for purchases made from the 15th. day from the date of the conclusion of the Contract.

3 POINTS

1. The Organiser grants points for the purchase of Combos, in accordance with the conditions set out below. The list of available Combos can be found on the store's website.
2. Points cannot be exchanged for cash. Points are not electronic money.
3. Points are deemed to have been granted when they are recorded in the Account as having been awarded. The awarding of points takes place immediately after payment for a Combo has been made.
4. Points are assigned to a named Account only; their transfer between Accounts is not possible. Points are valid for the duration of this Loyalty Programme from the date that they were awarded, until March 31, 2019, subject to the further provisions of the Regulations. Points will be deleted if the Participant does not extend the duration of the contract for the
6. Combo or fails, within 3 (three) months of the date of the expiry of the contract for the delivery of the last Combo, to purchase a new Combo plus delivery. Once points have expired, they will no longer be exchangeable for Prizes and will be deleted.
7. If there is no further purchase of Combos for which the Participant has been awarded points, in cases such as the withdrawal from the Contract under which purchases were made, or in
8. cases of abuse on the part of the Participant or the erroneous recording of a given activity, no further points will be awarded; any points awarded will be invalidated. Participation in the Programme may not be combined with the "Table for Two" promotion, which means that points in the Programme are neither accruable nor awarded where the
9. Participant attempts to use the "Table for Two" promotion, and the Loyalty Programme, simultaneously.

4 PRIZES

1. Accumulating the number of points, specified in this paragraph, entitles the Participant to choose from the following Prizes:
 - A sports towel with the Maczfit logo – if the Participant has collected 7,000 (seven thousand) points,
 - A bottle with a filter with the Maczfit logo – if the Participant has collected 11,000 (eleven thousand) points,
 - A sports sweatshirt with the Maczfit logo – if the Participant has collected 15,000 (fifteen thousand) points,
 - A voucher entitling the Participant to win a Maczfit Diet Combo set, of his/her choice, for a period of 5 (five) days and Maczfit cooler bag – if the Participant has collected 19,000 (nineteen thousand) points. - The voucher is valid until March 31, 2019.
1. The prize will be sent by the Organiser to the address indicated by the Participant in the Account, once the number of points, indicated in paragraph 1 above, has been accumulated.
2. The prize will be delivered at the Organiser's cost. Prizes in the material form will be dispatched by the Organiser to the nominated address in Poland only, within 30 working days from the day on which the Participant accumulated the number of points, indicated in paragraph 1 above.
3. Each Participant is entitled to receive a single prize, as specified in paragraph 1 above, after exceeding each of the thresholds indicated there.
4. The Organiser stipulates no maximum with regard to the number of points that a Participant may accumulate in his/her account, however, no prize will be awarded to the Participant more than once, q.v. the terms specified in this paragraph.

5 TERMINATION OF THE CONTRACT

1. The Participant may, at any time, terminate participation in the Loyalty Programme with immediate effect, by submitting a written statement to the Organiser's registered office or by e-mail to the e-mail address: kontakt@maczfit.pl. For valid reasons, the Organiser may terminate the contract with a 14-day notice period. The valid reasons, referred to in the previous sentence, shall be considered to be any violation of the Regulations or applicable laws in connection with the Programme. Termination by the Organiser requires a statement of reasons for the termination.
2. Termination participation in the Programme means losing the right to win prizes. A Participant who intends to terminate the contract, should exchange points, previously accrued, for Prizes, where possible and where he/she is entitled to it.
3. The Organiser, after investigation, has the right to exclude from participation in the Programme, any Participant whose behaviour gives reasonable grounds to suspect that attempts may be perpetrated to circumvent the Regulations or the security and the principles of the Programme.
4. The Organiser may terminate the Loyalty Programme. Users will be notified of such a decision a minimum of 30 days in advance of any such decision. During this time, Users may still exchange points for Prizes.

6 COMPLAINTS

1. Complaints should be submitted to the Organiser, in writing, to the following address: ul. Stanisława Kostki Potockiego nr 24G, office no. 2, 02-958 Warsaw, by e-mail to: kontakt@maczfit.pl, or by using the Contact Form available at maczfit.pl.
2. The complaint should include first name and family name, the address of the entity submitting the complaint, the phone number and e-mail address, as well as a detailed description and the reason(s) for the complaint.
3. The Organiser will consider the complaint immediately, not later than thirty (30) days from

the date of its receipt.

4. The Organiser will inform the claimant that the complaint is under consideration, within the above-mentioned period of time, in writing or by e-mail. to the address specified in the notification of the claim.

7 PERSONAL DATA PROTECTION

The Organiser processes the personal data of Participants, in accordance with the legislation applicable and in accordance with the Privacy Policy, attached as an Appendix to the Regulations of the Online Store.

8 THE SETTLEMENT OF CLAIMS AND THE OBTAINMENT OF REDRESS via EXTRA-JUDICIAL MEANS

The Participant may use non-judicial means of settling complaints and obtaining redress, in accordance with the principles laid down at www.uokik.gov.pl in the tab "Settlement of consumer disputes". In particular, the Participant may:

1. be entitled to legal aid in settlement of disputes between himself/herself and the Organiser, using the free assistance of the District or Municipal Consumer Ombudsman or other, similar social organisation, such as the Consumers' Federation and the Association of Polish Consumers, the statutory tasks of whom, include consumer protection
2. submit his/her complaint via the EU Internet ODR platform, available at: <http://ec.europa.eu/consumers/odr/>.

9 FINAL PROVISIONS

1. Information on the Programme will be given to Participants by means of notices on the website of maczfit.pl or sent by e-mail to the e-mail address provided by the Participant in his/her Account.
2. The Participant will be informed of any changes to the Regulations via information sent to the e-mail address specified by him/her in the setting up of the Account and through the information on the maczfit.pl website, where an overview of all changes, together with the dates of their entry into force will be given. The date of entry into force of amendments shall not be any shorter than fourteen (14) days from the date of their announcement. If the Participant does not accept the new Regulations, he/she is obliged to notify the Organiser to that effect, within 14 days of the date of notification of the amendments to these Regulations. Notification to the Organiser of the non-acceptance of the new Regulations will result in the Contract being terminated.
3. Prizes, promotions or rebates to which the Participant is entitled, in connection with the number of points accumulated on the basis of other – including earlier– programmes, promotional or other actions, are implemented on the terms set out in separate regulations.

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