# TERMS AND CONDITIONS OF PARTICIPATION IN "Wear your Story" PROMOTIONAL CAMPAIGN

#### §1 Definitions of the terms

- 1. **Promotional Campaign** or **Campaign** the educational campaign aiming at promotion of extending the life of garment carried out in Poland under the name "Wear your story", subject to the terms and conditions set-out hereinafter. The Campaign is not a gambling within the meaning of the Act of 19 November 2009 on gambling (consolidated text published in Journal of Laws of 2023, item 227) nor a promotional lottery within the meaning of Art. 2 sec. 1 item 9 of the Act of 29 July 1992 on games and betting and, therefore, it is not subject to the provisions comprised in the above-mentioned acts nor in the secondary legislation adopted thereto.
- 2. *Organizer* the entity in charge of organizing the "Wear your Story" Promotional Campaign as part of its own communication campaign LPP S.A., a limited liability company with offices in Gdańsk, ul. Łąkowa 39/44, entered into the National Court Register kept by the District Court for Gdańsk-North in Gdańsk, 7th Commercial Division of the National Court Register under the entry number (KRS): 0000000778, Shareholders' Equity: PLN 3,710,380.00 (fully paid-up), Company ID-no. (REGON): 190852164, VAT-Reg. No. (NIP): 583-10-14-898.
- 3. The Organizer of the Campaign is also a sponsor of the Vouchers.
- 4. *Operator* the entity in charge of all the coordination of the Promotional Campaign, including the collection and evaluation of the registrations acting upon the request of the Organizer Lighthouse Sp. z o. o., a limited liability company with offices in Warszawa, ul. Zwycięzców 2, 03-941 Warszawa entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw 14th Commercial Division of the National Court Register under the entry number (KRS): 0000720479, VAT-Reg. No. (NIP): 1132964563, Company-ID No. (REGON): 369556875, Shareholders' Equity: PLN 5,000.00.
- 5. **Technical Operator** the entity responsible for coordination of the Promotional Campaign within the scope of garment repairs and claim processing WoshWosh sp. z o.o., a limited liability company with offices in Warszawa, ul. Grójecka 117/21, 02-120 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warszawa in Warszawa, 12th Commercial Division of the National Court Register under the entry number (KRS): 0000793043, VAT-Reg. No. (NIP): 7010934707, Company-ID No. (REGON): 383781101, Shareholder's Equity: PLN 2,769,800.00.
- 6. *Terms and Conditions of Participation* this document specifying the terms and conditions of participation in the Campaign (hereinafter referred to as "TCoP"). The TCoP shall be made available for reference purposes for the duration of the Campaign on the website: <a href="https://www.dbajoubranie.pl">www.dbajoubranie.pl</a> in the "Pick-up voucher" tab.
- 7. **Campaign Website** the website www.dbajoub<u>ranie.pl comprising information about the Campaign and used for registration for the participation in the Campaign.</u>
- 8. **Participant** an adult natural person with full legal capacity, resident of the Republic of Poland, taking part in the Campaign and meeting the criteria specified in § 3 sec. 1 and 2 of these TCoP.
- 9. *Tailoring Service Centres* places, where the Participants may repair garments in exchange for the Vouchers. Full list of the Tailoring Service Centres is attached in Appendix 1 to these TCoP.

- 10. **Registration** the act of filling-in and submitting the registration form available on the Campaign Website in order to participate in the Campaign within the period from 1 July 2024, 08:00 until 30 October 2024, 23:59. Instructions for filling-in the registration form see § 3 sec.3 of these TCoP.
- 11. *Task* answering all questions included in the registration form.
- 12. Answer response to any question comprised in the Task
- 13. **Vouchers** a pool of 3,000 (three thousand) digital vouchers containing alphanumeric codes issued to the Beneficiaries and entitling them to the discount of PLN 20.00 (say: twenty Polish Zloty only) on the prices of services offered by the selected Tailoring Service Centre within the Campaign period.
- 14. Working day any day of a week from Monday to Friday, except public holidays.
- 15. **Beneficiary** each of first 3,000 (three thousand) Participants who have correctly completed the Task.
- 16. **Supervisory Team** a team of people (excluded Participants) appointed by the Organizer to supervise the proper course of the Campaign.

#### §2 General provisions

- 1. The Campaign duration is from 1 July 2024, 08:00 until the closing time of Tailoring Service Centres on 24 October 2024, which shall be the last day of the Vouchers' validity.
- 2. The registration deadline shall be 30 October 2024 at 23:59:59.
- 3. The Organizer has submitted a public promise within the meaning of Art. 919 of the Polish Civil Code (J.o.L. of 2023, item 1610, as amended).

#### §3 Terms and conditions of participation in the Campaign

- 1. Only a person who meets the criteria set-out in § 1 sec.8 of these TCoP may participate in the Campaign.
- 2. The employees of the Organizer, the Operator and the Technical Operator are excluded from the participation in the Campaign and may not be granted the Vouchers. For avoidance of any doubts, an employee within the meaning of these TCoP is either a person employed under an employment contract or a person bound by a civil law contract (e.g. contract for a specific work or contract of mandate).
- 3. In order to register correctly for the participation in the Campaign, the Participant shall:
  - a. provide his/her email address in the registration form available at the Campaign Website
  - b. confirm (by checking the appropriate box) that he/ she is an adult and not an employee of the Organizer, Operator nor Technical Operator and has read and accepted these TCoP,
  - c. provide Answers to the Promotional Task,
  - d. declare (by checking the appropriate box) that he/ she has read the information on processing of personal data,
  - e. confirm the above data by clicking the SEND button.

- 4. The registration shall be deemed properly completed once it has been saved in the registration file in the system at the indicated date and time in the format: HH:MM:SS.
- 5. One Participant may submit only one registration form.
- 6. All Participants registered in accordance with the procedure described in sec. 3-5 of this paragraph may participate in the Campaign.

#### §4 General terms and conditions of the Campaign

- 1. Registration to participate in the Campaign may be made personally by the Participant only without using any automated IT engines or bots. Generation of "Artificially Inflated Traffic" (AIT) and use of bots, which automatically generate registration forms or any other method of registration except of a personal self-registration by the Participant is prohibited. The Organizer reserves the right to reject any registration submitted with use of prohibited tools/methods and to exclude any Participant found guilty of such a violation from the Campaign. The Participants may not use any technical or organizational systems for the registration purposes. Should the Participant use or take part in such systems and be selected as the Beneficiary of the Campaign, he/ she, upon completed investigation, shall be dismissed from the Campaign and his/ her Voucher shall be null and void.
- 2. The Participant shall be responsible for the content of his/ her registration form, individual settings (configurations) of the devices used to submit the registration form and the settings of IT systems held by the Internet providers and telecommunications operators hired by the Participant to handle his/ her registration. The Participant shall be responsible for inability to receive electronic communications from the Organizer, caused in particular by the operation of anti-virus programs, firewalls, full email inbox or automatic placement of email messages in SPAM folder.
- 3. One Participant may use only one email address for his/her registration in the Campaign. Email address already used by one Participant may not be used again by the same or other Participants for registration purposes. Email address provided in the registration form of the Participant shall be deemed his/her only authorized email address.

#### § 5 Subject-matter of the Campaign

- 1. The subject-matter of the Campaign shall be 3,000 (three thousand) Vouchers, each entitling the Participant to the discount of PLN 20.00 (say: twenty Polish Zloty only) gross from the prices of services offered by the Tailoring Services Centres.
- 2. Vouchers shall be awarded to first 3,000 (three thousand) correctly registered Participants. Should this pool of Vouchers not be fully utilized within the Registration Period, the remaining Vouchers shall not be redeemed.
- 3. The Beneficiary's right to redeem the Voucher in the Campaign may not be transferred to any third party. Vouchers may not be exchanged for cash, cash equivalents or any other goods.
- 4. Should the value of garment repair be lower than the value of the Voucher, the Beneficiary shall not be entitled to receive any balance in cash or other equivalents. The Voucher may be used once only, and the unused portion shall be forfeited. Should the price of repair services exceed the value of the Voucher, the Beneficiary shall pay the outstanding balance.
- 5. The Organizer shall distribute Vouchers in the number, quality and of the value described in these TCoP and at the right time to enable their use in accordance with § 7 hereof.

#### §6 Method of Voucher awarding in the Campaign

- 1. The Supervisory Team shall select the Beneficiaries of the Campaign only from the properly registered Participants in accordance with § 3 sec. 3 of t.
- 2. The Supervisory Team shall verify (i) correctness of the answers provided to the Promotional Task, (ii) whether registration for the participation complies with § 3 sec. 3 of these TCoP and (iii) whether the registration submitted falls within first 3,000 registrations.
- 3. The Beneficiaries shall be selected by the Supervisory Team upon expiration of the registration period.
- 4. The Supervisory Team, based on the criteria set out in sec. 2 above, shall select the Participants entitled to receive Vouchers.

#### §7 Method of Voucher delivery and use

- 1. The Beneficiaries shall be notified about granted Vouchers by email message sent no later than 3 (three) working days from the day of being selected by the Supervisory Team.
- 2. Such email shall contain the Voucher in an electronic or printable version along with the information on how to use it. The message shall be sent by the Operator to the email address provided by the Participant at the time of the Registration.
- 3. For use of the Voucher, the Beneficiary shall visit any of the Tailoring Service Centres (the list of participating Centres is attached in Appendix 1 to these CToP) and present the Voucher (in electronic or paper form); the attendant shall verify on-line its correctness, and upon positive verification accept the order for garment repair. A dedicated voucher verification system has been created for the Campaign strictly correlated with the voucher code generation engine on the website dbajoubranie.pl. The Beneficiary shall provide the voucher code (sequence of numbers) to the attendant of the Tailoring Service Centre, who shall enter it into the system to confirm the respective code was generated for the purposes of the Campaign. The code once entered prevents further use of the Voucher.
- 4. The Technical Operator shall be fully responsible for garment repairs and quality of services provided by the Tailoring Service Centres and for processing of any claims on those services.
- 5. The garment repair services rendered in exchange for the Vouchers shall be governed by separate regulations, which shall be accepted by the Participant prior to order the garment repair. The regulations referred to in above shall be available at the participating Tailoring Service Centres and at: www.dbajoubranie.pl.

#### §8 Announcement of the Campaign results

- 1. The results of the Campaign shall be announced to the Beneficiaries by email messages referred to in § 7 sec. 1 of these TCoP.
- 2. Unclaimed Vouchers shall remain at the Organizer's disposal.

#### §9 Supervisory Team

The Supervisory Team appointed by the Organizer shall monitor the proper course of the Campaign. The Team shall comprise the representatives of the Organizer and the Operator.

#### §10 Claim procedure

- 1. Any claim regarding the Campaign shall be submitted during the Campaign in writing or by email sent to <a href="mailto:kontakt@dbajoubranie.pl">kontakt@dbajoubranie.pl</a> no later than 2 weeks from the end of the Campaign. When submitting a written claim, the day of mailing the claim notification by ordinary mail or courier post shall be deciding of keeping to the foregoing submission deadline.
- 2. The claims regarding the Campaign shall be processed by the Supervisory Team.
- 3. The person submitting the claim on the Campaign shall be notified about the result of its processing in writing or by email message sent to the indicated email address within 14 days from the day of claim reception by the Organizer.
- 4. Any claim on the services provided by the selected Tailoring Service Centre during the Campaign period shall be governed by the provisions stipulated in the Terms and Conditions of Garment Repair Services in Exchange for Vouchers as part of the "Wear your story" campaign, available at www.dbajoubranie.pl.

#### §12 Final provisions

- 1. All other matters not covered by these TCoP shall be governed by the applicable provisions of Polish law.
- 2. Appendix 1 "List of Tailoring Service Centres" forms an integral part of these TCoP.

Appendix 1 - List of Tailoring Service Centres

CENTRE	LOCATION	ADDRESS	
Pasmanteria ("Krakowska" Shopping Mall)	Katowice	ul. 3-go Maja 30 ("Galeria Katowicka" Shopping Mall)	
midi Studio	Kielce	ul. Popiełuszki 56	
Pasmanteria Krakowska	Kraków	ul. Pawia 5 ("Galeria Krakowska" Shopping Mall)	
Poprawki Krawieckie	Kraków	ul. Bajeczna 5	
Odlotowe Krawcowe	Lodz	ul. Karskiego 5 ("Manufaktura" Shopping Mall)	
Odlotowe Krawcowe	Poznań	ul. Pleszewska 1 ("Posnania" Shopping Mall)	
Butik Krawiecki	Pruszcz Gdański	ul. Jana z Kolna 5/S9	
		ul. Chrobrego 1	
Odlotowe Krawcowe	Radom	("Słoneczna" Shopping Mall)	
Poprawki Krawieckie	Rawa Mazowiecka	ul. Konstytucji 3 Maja 1A	
Poprawki Krawieckie	Warszawa	al. Jerozolimskie 179 ("Blue City" Shopping Mall)	
Poprawki Krawieckie	Warszawa	ul. Lwowska 2a	
		al. Jana Pawła II 82	
Poprawki Krawieckie	Warszawa	("Westfield Arkadia" Shopping Mall)	
STYLZAZYL	Warszawa	ul. Woronicza 30	
Poprawki Krawieckie	Warszawa	ul. Grochowska 230 A lok. 61	
Huge Szycie na Miarę	Warszawa	Al. Stanów Zjednoczonych 67D/4	
Odlotowe Krawcowe	Wrocław	UI. Sucha 1 Wroclavia	
Odlotowe Krawcowe	Wrocław	ul. Legnicka 58 ("Magnolia Park" Shopping Mall)	
Odlotowe Krawcowe	Wrocław	ul. Bolesława Chrobrego 22	
Strefa Szycia	Gdańsk	ul. Targ Sienny 7 ("Forum Gdańsk" Shopping Mall)	

## TERMS AND CONTIONS OF GARMENT REPAIR SERVICES IN EXCHANGE FOR VOUCHERS AS PART OF THE "WEAR YOUR STORY" CAMPAIGN

- The Service Provider is woshwosh Sp. Z.o.o, a limited liability company with offices in Warszawa, ul. Mikołaja Kopernika 11/7 00-359 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warszawa, 12th Commercial Division of the National Court Register under the entry number (KRS): 0000793043, Company ID-No. (REGON): 383781101, VAT-Reg. No. (NIP): 7010934707 (hereinafter referred to as "Woshwosh").
- 2. Woshwosh is the Technical Operator of garment repair services ("the Services") as part of the "Wear your Story" Promotional Campaign organized by LPP S.A., a joint stock company with offices in Gdańsk, ul. Łąkowa 39/44, entered into the National Court Register kept by the District Court for Gdańsk-North in Gdańsk, 7th Commercial Division of the National Court Register under the entry number (KRS): 0000000778, Shareholders' Equity: PLN 3,710,380.00 (fully paid-up), Company ID-No. (REGON): 190852164, VAT-Reg. No. (NIP): 583-10- 14-898.
- 3. These Terms and Conditions ("TC") stipulate the provisions for conclusion of contracts for providing Services for the Voucher holders ("the Participants"), conditions of Services rendering and procedure of handling the claims related to the Services. These TC are available at all Tailoring Service Centres and on www.dbajoubranie.pl.
- 4. The Services available to the Participant comprise:
  - a) sewing of buttons,
  - b) sewing of zippers,
  - c) sewing of a torn seam,
  - d) sewing of appliqué/patching holes,
  - e) shortening of trousers
  - f) darning of holes.
- 5. The Participant shall place the order for performance of the Services ("the Order") and submit the Voucher in any of the Tailoring Service Centres ("TSC") listed in Appendix 1 to these TC.
- 6. The Participant shall read and accept these TC upon completion of the Survey form available at www.dbajoubranie.pl.
- 7. The current price list and scope of the Services shall be established individually by each TSC.
- 8. The amounts given in the Service price lists are gross values expressed in Polish zloty ("PLN").
- 9. Payment for the Services shall be made by the Participant in form of the Voucher handed-over to the TSC. Depending on the TSC, payment shall be effected before or after rendering the Services. Should the value of garment repair be lower than the value of the Voucher, the Beneficiary shall not be entitled to receive any balance in cash or other equivalent. The Voucher may be used once only, and the unused portion shall be forfeited. Should the price of repair services exceed the value of the Voucher, the Beneficiary shall pay the outstanding balance.
- 10. The Services shall be completed within max. 21 days from the Order placing.
- 11. Information about collection of repaired garment shall be provided in a manner agreed with the TSC. Should the respective TCS require providing the e-mail address and/or telephone number of the Beneficiary, the Services shall be rendered only upon provision of these details.
- 12. The repair time may be extended, inter alia, in case of:
  - a) impossible performance of Services because of the garment condition,

- b) considerable degree of garment wear and tear,
- c) risk of garment damage while performing the Services,
- d) risk of garment damage due to vulnerable material, cleaning process or repair itself,
- e) impossible contact with the Participant because he /she has not provided correct contact data in the TSC in case of Services, which require additional arrangements.
- 13. In case of occurrence of the circumstances, which temporarily prevent provision of the Services, we reserve the right to suspend the performance of the Service; in such a case, the Participant shall be notified about this suspension immediately, however no later than 7 days from the day of garment delivery to the TSC.
- 14. Apart from the Force Majeure circumstances, Woshwosh reserves the right to temporarily suspend performance of the Services in case of excessive demand. Woshwosh shall inform about such suspension on the website: www.dbajoubranie.pl.
- 15. Should the performance of Services be prevented at all or on time, its provision to the Participant may be refused upon notification submitted within 7 days from the Order acceptance and garment delivery to the TSC.
- 16. Should the garment be lost during execution of the Order or claim handling, the TSC shall be held liable and shall refund to the Participant the equivalent of the Services and the purchase price of the lost garment determined with consideration of its market value and tear and wear degree. The purchase price of the garment shall be determined based on the proof of its purchase submitted by the Participant.
- 17. The Participant agrees that the method of the Service performance shall be selected by the TSC based on its experience and expertise of rendering the Services.
- 18. The Services shall be performed in accordance with the good practice of craftsmanship and capabilities determined based on the condition of the delivered garment and the fabrics it is made of.
- 19. Before delivery of the garment to the TSC, the Participant shall remove all items not permanently attached thereto. The Participant shall be responsible for any items attached to the garment, including for their possible loss during rendering the Services.
- 20. By ordering the Services, the Participant accepts the following side effects, which may occur during rendering the Services:
  - a) the garment may become lighter because of dirt and/or preservation agent removal during cleaning process,
  - b) items and hardware used for repairs (e.g. elastics, zippers, rivets, etc.) may differ from those originally used in the delivered garment,
  - c) in case of repair with use of glue, traces of normal repair process may remain on the garment.
- 21. The Participant shall have right to withdraw from the order for rendering the Services before commencement of their performance.
- 22. Withdrawal from the Order shall be notified by email sent to: napiszdonas@woshwosh.com.
- 23. The costs of the Order cancelled by the Participant shall be reimbursed to him/ her in the manner agreed with the TSC. The Participant shall collect the garment from the TSC on his/her own. The value of the Voucher or the Voucher is non-refundable.
- 24. The Participant may lodge a claim on the Services in accordance with the procedure adopted by the respective TSC.

- 25. When lodging the claim, the Participant shall deliver the garment to the TSC.
- 26. Mechanical damage of the garment and its normal wear and tear may not be subject of any
- 27. A claim properly submitted by the Participant shall be processed within 30 days from the day of garment delivery to the TSC or from claim lodging if the garment has already been kept in the TSC
- 28. The Participant shall be informed about the result of claim processing by email or telephone.
- 29. Should the claim be accepted, the repair shall be carried out within 30 days from the notification of the decision to the Participant. The garment repaired shall be returned to the Participant in the manner agreed with the respective the TSC.
- 30. Wosh Wosh shall be responsible for monitoring proper course of claim handling by the TSC.
- 31. Woshwosh shall be liable for the services provided in accordance with the provisions set-out in Art. 471 et seq. of the Polish Civil Code.
- 32. Any other matters not covered by these TC shall be governed by the provisions of generally applicable law, in particular by the provisions of the Civil Code.
- 33. Woshwosh respects the privacy of the Participants and complies with the legal provisions of personal data protection in accordance with the 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 the Directive 95/46/EC (hereinafter referred to as the "General Data Protection Regulation" GDPR).
- 34. The Participant's data provided during execution of or withdrawal from the Order or claim handling shall be processed only for the purposes of rendering the Services, withdrawal or claim handling, respectively.
- 35. The administrator of the Participant's personal data is Woshwosh ("Administrator").
- 36. The Participant may contact the Administrator in writing by mailing the correspondence to the following address: woshwosh Sp. z o. o., ul. Mikołaja Kopernika 11/7 00-359 Warszawa, or by email sent to the following address: <a href="mailto:napiszdonas@woshwosh.com">napiszdonas@woshwosh.com</a>.
- 37. The Participant's personal data may be collected and processed pursuant to Art. 6 sec. 1 (a) and (b) of the GDPR, i.e. based on a legitimate interest to perform a contract to which the data subject is a party, or to take actions at his/ her request before concluding the contract.
- 38. With respect to the processing of the Participant's personal data, the Participant shall have right to:
  - a) access his/ her personal data,
  - b) rectify his/ her personal data,
  - c) delete or limit the processing of his/ her personal data,
  - d) transfer his/ her personal data.
- 39. The Participant shall have right to receive his/her personal data from the Administrator and to transfer them to another administrator. When exercising his/ her right to transfer personal data, the Participant may request the Administrator to transfer the data directly to another administrator.
- 40. The Participant's personal data shall not be used to automated decision, including profiling.
- 41. The Participant's personal data shall be stored for the period necessary to properly perform the contract.
- 42. The Administrator shall make every effort to provide technical and organizational measures necessary for protection of processed personal data against accidental or unlawful destruction, loss, modification and for preventing their unauthorized disclosure or access to during transmission, storage or other processing.

### **Appendix 1 - List of Tailoring Service Centres:**

CENTRE	LOCATION	ADDRESS	
Pasmanteria ("Krakowska" Shopping Mall)	Katowice	ul. 3-go Maja 30 ("Galeria Katowicka" Shopping Mall)	
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Pasmanteria Krakowska	Kraków	ul. Pawia 5 ("Galeria Krakowska" Shopping Mall)	
Poprawki Krawieckie	Kraków	ul. Bajeczna 5	
Odlotowe Krawcowe	Lodz	ul. Karskiego 5 ("Manufaktura" Shopping Mall)	
Odlotowe Krawcowe	Poznań	ul. Pleszewska 1 ("Posnania" Shopping Mall)	
Butik Krawiecki	Pruszcz Gdański	ul. Jana z Kolna 5/S9	
		ul. Chrobrego 1	
Odlotowe Krawcowe	Radom	("Słoneczna" Shopping Mall)	
Poprawki Krawieckie	Rawa Mazowiecka	ul. Konstytucji 3 Maja 1A	
		al. Jerozolimskie 179	
Poprawki Krawieckie	Warszawa	("Blue City" Shopping Mall)	
Poprawki Krawieckie	Warszawa	ul. Lwowska 2a	
		al. Jana Pawła II 82	
Poprawki Krawieckie	Warszawa	(Westfield Arkadia Shopping Mall)	
STYLZAZYL	Warszawa	ul. Woronicza 30	
Poprawki Krawieckie	Warszawa	ul. Grochowska 230 A lok. 61	
Huge Szycie na Miarę	Warszawa	Al. Stanów Zjednoczonych 67D/4	
Odlotowe Krawcowe	Wrocław	Ul. Sucha 1 Wroclavia	
Odlotowe Krawcowe	Wrocław	ul. Legnicka 58 ("Magnolia Park" Shopping Mall)	
Odlotowe Krawcowe	Wrocław	ul. Bolesława Chrobrego 22	
Strefa Szycia	Gdańsk	ul. Targ Sienny 7 ("Forum Gdańsk" Shopping Mall)	