

## Loyalty program regulations

### VIP CLUB loyalty program - benefits and rewards/prizes for purchases

#### § 1

##### General provisions

1 The organizer of the loyalty program under the name "VIP CLUB Loyalty Program", hereinafter referred to as the "Program", is Consumer Intelligence Sp. z o.o. with its registered seat in Warsaw, Nowogrodzka 155D, 18-400 Łomża, entered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Department of the National Court Register, under the KRS number 0000859638 NIP 5223189741, REGON 387033821 (hereinafter referred to as the "Organizer").

The Program is carried out for and on behalf of Bolsover Sp. z o.o. 17 sp. kom. with its registered office in Warsaw, 26 Armii Ludowej Street, postal code:00-609 Warsaw, entered in the register of entrepreneurs of the National Court Register, maintained by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Department of the National Court Register m KRS: 619987, NIP: 5252660715, REGON: 364537360 (hereinafter referred to as "Principal").

(2) The Program shall be conducted in accordance with the terms and conditions set forth in these Regulations, hereinafter referred to as "Regulations", and in accordance with applicable laws. The purpose of the Program in the nature of bonus sales is to motivate Participants to visit the Mall and to make purchases and services at the Premises, by awarding Participants with Points and exchanging Points for Prizes, under the terms and conditions described in these Regulations.

(3) The following capitalized terms in the Regulations shall have the meanings given to them below:

- a. Shopping Center - Designer Outlet Sosnowiec
- b. Promotional Action - additional, beyond the basic rules of the Program and regulated in detail in separate regulations, periodic promotional activities of the Organizer conducted during the duration of the Program, intended to be implemented by the Participant, allowing to obtain additional Points or privileges under the Program;
- c. Account - an individual account of the Participant, created during the registration of the Participant in the Program through the Website, necessary to participate in the Program and use the Software available on the website [www.designeroutletsosnowiec.pl](http://www.designeroutletsosnowiec.pl);
- d. Software- a widget on the website of Designer Outlet Sosnowiec Shopping Center, giving the possibility to register users and use the loyalty program and Promotional Actions of Designer Outlet Sosnowiec Shopping Center.
- e. Software Interruption - a temporary interruption in the operation of the Software (during which it will not be possible to use it in whole or in part), which may be related to the failure of the Software (or its servers) or to the necessity of maintenance, upgrading or rebuilding of the Software or the Software servers (including, but not limited to, fixing Software errors);
- f. Premises - a retail or service premises located in the Shopping Center where the Merchant conducts its business;
- g. Prize - the prize to which a Participant is entitled for achieving the number of Points required to claim it, in accordance with the provisions of the Terms and Conditions;

h. Receipt - proof of Purchase of certain goods and services at the Premises, constituting a fiscal confirmation of the transaction made by the Participant at the Shopping Center during the Program, specifying in particular: the value, date and place of purchase, as well as the details of the Vendor. The Receipt shall not constitute proof of Purchase in case the goods covered by such Receipt have been returned or at least part of the price has been refunded for the Purchase;

i. Points - units awarded to Participants in exchange for a specific amount spent by the Participant at the Premises to make a Purchase of Vendors' goods and services or in exchange for the performance of specific activities, including the Share, accrued during the Program period (including the period of the Share) through the Software, under the terms and conditions described in these Terms and Conditions or in a separate Special Share, entitling Participants to receive a Prize;

j. Prize Collection Point - A Prize Collection Point, e.g. a Center Information Point or Tenant's Premises (store), where the Participant may collect the Prize under the terms described in par. 7 par. 7.2

k. Vendor - a natural person, an organizational unit without legal personality or a legal person running a service and commercial activity on the premises of the Shopping Center, offering in the Premises goods or services participating in the Program, i.e. goods or services, for the Purchase of which the Participant is awarded Points;

l. Participant - a natural person, having full legal capacity, who registered an Account in the Program under the terms described in the Regulations and accepted the terms of the Regulations, being a consumer within the meaning of the Act of April 23, 1964 (Civil Code (Journal of Laws 1964.16.93 as amended))

m. Device - a computer with a web browser installed or a mobile electronic device (such as a smartphone or tablet) running on the Android or iOS operating system, with access to the Internet;

n. Personal Data - information entered by the User during the registration of the Account in the Software, which is personal data within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 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 (General Data Protection Regulation);

o. Website - the website (including sub-sites) of Designer Outlet Sosnowiec located at: <https://www.designeroutletsosnowiec.pl/>;

p. Rules and Regulations - these Rules and Regulations, defining the rules of participation in the Program;

q. Purchase - the purchase of goods/s or services at the Premises, which was documented with a Receipt; however, purchases of goods specified in § 5 paragraphs 11-14 of the Regulations do not participate in the Program. If the Receipt concerns a purchase meeting the prerequisites described in the aforementioned paragraph, it will not be included in the Program. 4.

(4) The Program may not include:

a. Individuals running a business who would like to join the Program as part of their business;

b. Employees and members of the Organizer's bodies, or other persons involved in the organization of the Program, as well as their spouses, ascendants, descendants, siblings and persons in an adoption relationship with them.

c. Employees (as well as Contractors ) of Vendors may participate in the Program, with the proviso that they are not entitled to register the Receipts issued by the Vendor with whom they are employed (or for whom they perform a commission).

d. The Program is not a game of chance or a pari-mutuel bet within the meaning of the Gambling Act of November 19, 2009. The Program is devoid of any elements of randomness and chance in obtaining the right to acquire the Prizes, which depends on meeting the conditions referred to in the Regulations or regulations of separate promotional actions.

## § 2

### Duration of the Program

(1) The Program shall be conducted in the period from October 01, 2024 to December 31, 2027 inclusive, excluding days when the Shopping Center is closed.

(2) The duration of the Program may be shortened or extended due to Force Majeure or for other valid reasons (e.g. due to legal restrictions on the operation of the Mall). The duration of the Program may be extended at any time, without giving any reason, after the Organizer has informed the Participants of such intention, 1. one month in advance, by e-mail, to the e-mail address provided by the Participant during the registration of participation in the Program. If the Organizer intends to shorten the duration of the Program, the Organizer will indicate the reasons for such action, following the procedure specified in the preceding sentence.

(3) If the duration of the Program is extended, participation in the Program is extended automatically.

## § 3

### Software

(1) Participation in the Program is possible only through the Software.

2. the Software can be used through the Website of the Shopping Center.

3) Downloading and using the Software to the extent necessary for the Participant to participate in the Program is free of charge.

4. the Software shall operate on Devices having access to the Internet.

5) In order to ensure proper operation of the Software, the Participant must have a continuous Internet connection on his Device and make available in the settings of his Device access to memory, camera, notifications, location and network connections.

(6) Under the rules of generally applicable law, the Participant shall be liable for violation of the law or the rights of third parties, including liability for damage caused by his/her actions or omissions in the use of the Software, in particular in the case of providing false data or violating the personal rights of third parties.

7 The Organizer reserves the right to:

a. Change the functionality of the Software at any time, including functionality and profile specifications, in particular to improve the operation of the Software;

b. Interrupt the operation of the Software;

c. Permanently disable the Software, in the event of termination of the Program;

d. Permanent or temporary restriction or disabling of access to the Software to certain Participants, including:

ntrary to their purpose, or for security reasons. If the Participant takes actions that may harm the interests of the Shopping Center, the Organizer is entitled to immediately, permanently or temporarily restrict or disable the Participant's access to the Account and delete the Points accumulated in the Program. The Participant has the right to file a Complaint, in accordance with § 12 of the Regulations.

ii. Restrict or disable access to the Account for the period of time necessary to resolve the issue giving rise to the restriction or disablement, whereby the Organizer shall notify the Participant of the restriction or disablement of access to the Account by email, to the email address provided by the Participant in the registration form.

## § 4

### Participation in the Program

1 Participation in the Program is voluntary and free of charge. In order to create an Account, the Participant must have and provide as part of the registration his/her own data referred to in § 4.2 or a Facebook, Google or Apple ID account.

(2) In order to participate in the Program it is necessary:

a. Using the Software available on the Website of the Shopping Center

b. to register by completing the form and submitting the required statements and going through the Account activation stage. In order to register, it is necessary to provide the following data: e-mail address, password, first name, last name, telephone number, postal code, and then make the required statements regarding consent to the processing of personal data and compliance with the Regulations and provision of electronic services, as well as additional voluntary consents for marketing communications. Upon completion of the registration stage, an individual Account is established for the Participant;

c. gaining access to the Account by logging in using a login (e-mail address) and password, whereby it is possible to log in using the Participant's Facebook, Google or Apple ID account, SMS password or other access channels introduced by the Organizer during the development of the Program. The above change will not constitute an amendment to the Terms and Conditions.

(3) It is possible to create an Account via Facebook - in this case the Participant selects the option "Login via Facebook" during registration.

4) It is possible to create an Account through a Google account - in this case the Participant selects during registration the option "Login through Google".

5. it is possible to create an Account through an Apple account (option only on iOS) - in this case, the Participant selects during registration the option "Login through Apple ID".

6. the Participant is required to provide true data during the registration process.

7. the Participant may have only one Account in the Program, regardless of the number of Devices and email addresses owned. If the Organizer finds any irregularities, the Participant's Account may be blocked and the accumulated Points zeroed out.

## § 5

### Registration of Receipts

(1) Each time after making a Purchase of goods at the Premises during the Program period, the Participant should receive a Paragon. In order to register the Paragon for the Program, the customer should log in to the Software using the login and password established at registration and press the

"Scan" button, then take or upload a previously taken photo of the Paragon, Once the Paragon has been positively verified, the Points will be automatically accrued.

(2) In case the customer thinks the automatic accrual of Points is incorrect, he can upload the same receipt again. After scanning the same receipt twice and uploading it to the Software, there will be an option to send it to the Organizer for manual verification. The time for verification is up to 24 h during business days.

(3) The following restrictions and limits apply to Purchases and Receipts in the Program:

- a. registration of the Paragon is possible within the following 7 days from the day of purchase taking into account the date of the day of purchase
  - b. it is possible to register a maximum of 2 (two) Paragons from the same Premises within seven days from the date of registration of the first Paragon. The day of registration of the first receipt is the first day from which the seven-day period counts, ending on the last (seventh) day at 11:59 p.m., in which it is possible to add a scan of the second receipt from the same Premises.
  - c. it is possible to register a maximum of 20 (twenty) Receipts in 30 consecutive days by one Participant.
  - d. the decisive criterion is the date of the Purchase appearing on the Paragon.
4. the Participant must be the owner of the Paragon and the person who paid for the Paragon.
  5. the Paragon submitted to the Program cannot be reused.
  6. scanned receipts must be legible and undamaged originals. The photo should contain the entire Paragon. The Receipt may not be properly registered in the Account if it bears signs of forgery or damage (skipping, blurring, inscriptions, staples, stamps, drafting, gluing, tearing, etc.). It is forbidden to forge or modify Paragons. According to the Criminal Code, such action is a crime.

The same Paragon can be registered only by one Participant (there can be no situation when the same Paragon will be registered in the Program by two different Participants - such action will be considered a gross violation of these Regulations). 8.

Participant is obliged to keep the original (paper copy) of the Paragon throughout the entire duration of the Program and at least 30 working days after the end of the Program. 30 working days after the end of the Program. At the same time, the Organizer and the Principal reserve the right to verify the Paragons registered in the Program. For this purpose, the Organizer and the Principal may request the Participant to present the original Paragon or the Vendor to confirm the Purchase. The decisions of the Organizer made in the Paragon verification procedure shall prevail and prevail over the automatic recording of Points made by the system. The Participant has the right to file a Complaint in accordance with § 12 of the Regulations.

(9) The Organizer and the Principal may demand to see the originals of the Receipts that were uploaded to the Account and confirmation of payment. They may also demand a statement on the collection of Points in accordance with the Regulations. If the statement is not signed by the Participant, the Organizer has the right to refuse to issue the Prize.

(10) Points accrued automatically in the Program are not binding if irregularities are found in the process of verification of the Receipts. When irregularities are found in the accrual of points, the number of points in the user's account will be corrected.

(11) Registration in the Program is not subject to Paragons for the purchase of goods referred to in § 5 paragraphs 11-13 of the Terms and Conditions.

12. Registration in the Program is not subject to Paragons consisting of 1 good or 1 service, if the purchase of 1 good or 1 service has been spread over several separate Paragons.

13. Paragraphs for the following products and services are not subject to registration in the Program: medicines, alcoholic products, tobacco products and e-cigarettes, pre-paid recharge cards of telephone network operators, betting and other gambling, transactions of payment for individual utility charges (gas, electricity, water, telephone, Internet, rent for an apartment or rented premises), loan or credit installments, currency exchange transactions, reservations and prepayments made at travel agencies, receipts for the purchase of gift cards/vouchers or reloads of gift cards/vouchers, issued by Vendors or the Shopping Center.

(14) Registration in the Program is not subject to invoices, sales receipts/confirmations for online purchases made by wire transfer, PayU or other form of online payment, excluding Receipts for purchases made online and paid at the Premises.

(15) Discounts or benefits obtained in connection with participation in the Program, are not subject to combination with other promotions, in particular those organized by the Vendors, unless it directly follows from the rules of these promotions.

(16) In case of return of goods covered by the Paragon registered in the Program or exchange of the Paragon for an invoice, the Participant is obliged to contact the Organizer by e-mail before making the above changes in order to reduce the number of Points in the Program accordingly. Notifications should be sent to the e-mail address: info@c-gence.com or via chat in the Software on the Website.

17. in the event that, as a result of the reduction of the number of Points resulting from the adjustment of Points in connection with the submission of the receipts in the Program indicated above in points 11-13, the remaining number of Points is insufficient to receive the Prize, the Participant shall forfeit the right to the Prize, and if the Prize has been issued to the Participant, the Participant shall be obliged to return the Prize or its equivalent (at the choice of the Organizer).

(18) If an attempt to cheat, circumvent the Regulations or any other form of abuse resulting in an unauthorized benefit to the Participant is detected, the Organizer has the right to deprive the Participant of the right to participate in the Program, without the right to use the registered Points and re-register in the Program. The Organizer may notify law enforcement authorities of the attempted fraud, as well as seek damages under civil law.

(19) Any attempted fraud may result in the resetting of Points or removal of the Participant from the Program. The Participant has the right to appeal to the Organizer presenting evidence. The case is finally decided by the Organizer.

(20) During the course of the Program, the Organizer has the right to introduce additional Promotional Actions. Conditions of participation in additional Promotional Actions are defined in separate regulations.

## § 6

### Points accumulation

(1) Points in the Program are accrued only during the Program period specified in § 2 of the Regulations, i.e. in order to accrue Points it is necessary to correctly register a Paragon during the Program period.

(2) Points are accrued according to the rules described in this § 6, with the proviso that in the case of additional Promotional Actions being conducted, different rules for accrual of Points may be set forth in the rules of a given Promotional Action.

(3) Points are accrued on the basis of correctly registered and verified Receipts according to the ratio: 1 (one) Point for each PLN 1.00 (one) spent at the Premises (subject to the limits and restrictions on

Purchases and Paragons referred to in § 4.7 of the Regulations), unless the rules of an additional Promotional Action, say otherwise.

(4) A Participant may earn additional Points by taking recommendation actions and by sharing information contained in the Software and by participating in Promotional Actions. The details and mechanism of Points accrual in the aforementioned regard will be each time in the description of the Reward and in the Program.

5) The maximum number of Points that can be obtained from a single Paragon is 2000 Points - in the case of a Paragon whose value is higher than PLN 2000.00 no additional Points will be credited, and it is not possible to register this Paragon separately in order to calculate the Points for the remaining (excess) amount.

(6) The maximum number of Points to be earned within 30 days is 5,000 Points - in the case of registration of subsequent Paragons in a given period, Points in excess of 5,000 will not be accrued. Reduction of the number of Points as a result of receiving a Prize, after the Participant has previously reached 5,000 Points within a month, does not remove the limitation referred to in the first sentence above.

(7) The minimum value of a Purchase documented by a Paragon participating in the Program

in the Program must be 100 PLN (one hundred zlotys) gross. If the Paragon does not document a Purchase of at least 100 PLN, the Points will not be credited.

(8) The rules for accrual of Points included in this § 6 of the Rules and Regulations apply until the end of the Program. If the duration of the Program is prolonged, the method of Points accrual may be changed. The validity of the Points collected in the Program may be extended by the Organizer in the event of an extension of the Program or as part of a new edition of the Program, but the extension of the validity of the Points may involve their recalculation according to new rules.

## § 7

### Rewards

(1) If the Participant accumulates a sufficient number of Points, these Points may be exchanged for Rewards, according to the rules described below.

(2) To reserve a Prize, select a Prize from the list of Prizes available in the Software by clicking on the "shopping cart" icon. A successful reservation is considered to be the addition of the selected prize to the "cart" and its approval. The prize is reserved for the user, in the "gift history" tab of the user's account.

(3) The prize is collected within a maximum of 14 days from the date of its successful reservation.

After this date, the Participant loses the right to the prize, and the prize returns to the pool of prizes available in the Program.

(4) Prizes will be available to the Participants until they run out of stock. The Organizer does not guarantee the availability of specific Prizes during the period of the Program, and the catalog of Prizes, together with the number of Points required to collect them, may be changed and supplemented by the Organizer.

(5) The Prize must be collected in person at the appropriate Prize Collection Point. Authorizations to collect the Prize by third parties are not taken into account.

(6) The Organizer undertakes to pay tax on the Prize, the value of which exceeds PLN 2,000 in accordance with Article 21 (1) (68) of the Personal Income Tax Act of July 26, 1991, to the bank account of the competent tax office.

(7) The current catalog of Rewards in the Program is available in the Software, which can be accessed via the Website <https://www.designeroutletsosnowiec.pl/>. The catalog of Prizes is subject to ongoing updating by the Organizer, and the number of Prizes may be limited.

8 The detailed procedure for Prize collection is as follows:

8.1 The Participant must have a sufficient number of Points, entitling him/her to receive a given Prize.

8.2 In order to collect a Prize, one must:

a. in the case of Awards in kind,

- report to the Information Desk of the Shopping Center at the designated hours:

(Monday - Saturday from 09.00 to 20.00 and on shopping Sundays from 09.00 to 19.00)

- Present a photo of the prize of your choice located in the "gift history" section.

- Ask an employee at the Center's Information Desk for a PIN code, which must be entered in the field visible in the Software. After confirming the PIN code with the CONFIRM button, provide the Information Desk employee with the award number. Providing the correct prize number authorizes you to claim the prize.

- For some prizes, the PIN code may be replaced by a QR code, which the user is required to scan in the presence of the Center's Information Desk employee. After this action, a voucher will be generated in the user's account, which must be presented to the Mall Information Desk Employee;

- fill out and sign the Prize Receipt Protocol with the required data found in the Protocol.

b. in the case of prizes in the form of Discount Vouchers:

- collection takes place at the Premises (store)

- the name of the Premises (store) and the rules of redemption are specified in the description of the selected prize/discount voucher

c. these procedures do not apply to prizes that are collectible in electronic form received by the Participant himself through his account in the loyalty program. Different rules for collecting such prizes are indicated in the description of the prize;

d. special prizes with a different collection procedure may appear in the program, which will be indicated in detail in the prize description.

(9) The procedure for receiving a Prize depends on the nature of the Prize. The description of the procedure for collecting a given Prize is available in the Loyalty Program regulations and in a shortened version on the Shopping Center's Website.

(10) After the Prize is collected, the number of Points accumulated by the Participant in his/her Account is automatically reduced. The number of Points deducted is in accordance with the value of the Prize received by the Participant.

(11) Prizes in the Program are not exchangeable for cash or in-kind equivalents, and the right to the Prize cannot be transferred to third parties.

(12) The Participant shall forfeit the right to the Prize in case of failure to collect the Prize within the period specified in Section 3 of this paragraph and in the manner specified in Section 8.2 of this paragraph. In the event of failure to collect the Prize within the aforementioned time limit, the Participant is not entitled to receive a refund of the Points assigned to the respective Prize in the Loyalty Program.



(13) Regulations of separate Promotional Actions may establish separate rules for issuance of Prizes, including introduction of additional Prizes.

## § 8

### Personal data protection and privacy policy

1. Consumer Intelligence Sp. z o.o. with its registered office in Łomża, Nowogrodzka 155D Street, 18-400, registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number 0000859638 NIP 5223189741, REGON 387033821 The Administrator can be contacted in writing by sending correspondence to the address of the registered office, i.e. Nowogrodzka 155D Street, 18-400 Łomża, or by e-mail sent to the following e-mail address: info@c-gence.com with the note "Personal Data".

(2) Personal Data shall be processed as follows:

- a. Personal Data provided by the Participant in accordance with § 4.2.2 of the Terms and Conditions, such as name, surname, e-mail address, telephone number and postal code, date of birth,
- b. in the case of integrating the Account with the User's Facebook account, the Participant provides his/her name, avatar and email address from the service,
- c. MAC address of the phone,
- d. other data entered in the electronic forms of the various services, when using the Software,
- e. globalization data, which includes the Participant's location within the Mall,
- f. cookies, which are designed to collect data such as IP address, domain name, browser type, operating system type, number of open sessions, session length; this data may be collected by cookies, Google system;
- g. data on registered Receipts, such as the value of the Receipt, date of issuance of the Receipt, date of registration of the Receipt;
- h. Technical data related to the administration of the program,
- i. data provided by the person making the claim, such as name, surname, residential address, e-mail address, telephone number.

(3) Provision by the Participant of personal data such as name, surname, e-mail, telephone number, postal code and date of birth is voluntary, but necessary for the Participant to participate in the Program to the extent specified in the Regulations. Provision of other data is necessary for the operation of the Software, and thus for the function of collecting Points and receiving Rewards. The Administrator further informs that providing certain data is necessary in order to enable the Administrator to fulfill its complaint obligations or other rights and obligations of the Administrator under the law.

(4) For the avoidance of doubt, the Administrator informs that it may process the Participant's personal data for marketing purposes, and send to the Participant commercial information both its own and the Vendors', if the Participant agrees to this during the registration of the Account or within the use of the Software.

(5) The Participant's personal data will be processed in connection with-and for the purposes of:

- a. The implementation of the Program or the activities of the Designer Outlet Sosnowiec Shopping Center, including the provision of discounts or additional benefits to the Participant covered by the Program (Article 6(1)(b) RODO);

b. for marketing purposes, carried out by sending information regarding the activities of the Designer Outlet Sosnowiec Shopping Center - the legal basis for data processing is the Participant's consent (Article 6(1)(a) RODO);

c. to carry out the obligations of the Program's principal under the law, in particular tax and accounting regulations (Article 6(1)(c) RODO);

d. to establish or assert possible claims or to defend against such claims by the Administrator- the legal basis for data processing is the Administrator's legitimate interest (Article 6(1)(f) RODO); the legitimate interest is to establish or assert claims or to defend against such claims by the Administrator.

6 Personal data shall be processed:

a. in the case referred to in paragraph 6(1) and (2) above - until the earlier of the withdrawal of consent to the processing of personal data or the completion of all activities related to the conduct of the Program or the use of the Software;

b. in the case referred to in Paragraph 6(3) above - for the period resulting from generally applicable laws on the basis of which the Administrator processes personal data;

c. in the case referred to in paragraph 6 point 4 above - until the end of the complaint procedure or the expiration of the period of limitation of claims.

(7) The Administrator shall entrust personal data to third parties engaged in the mailing of paper and electronic correspondence, as well as to entities performing control, supervisory or auditing functions.

(8) The participant has the right to withdraw consent to the processing of personal data to the extent that the processing of personal data takes place on the basis of the consent granted, with the proviso that the withdrawal of consent shall not affect the legality of data processing carried out on the basis of consent before its withdrawal. To withdraw consent, send an e-mail or a traditional letter to the address indicated in paragraph 2 of this section.

(9) In the case of data processing based on legitimate interests, the Participant has the right to object at any time - for reasons related to his/her particular situation; in that case, the Organizer shall not be allowed to further process such personal data, unless he/she demonstrates the existence of valid, legitimate grounds for processing, overriding interests, rights and freedoms or grounds for establishing, asserting or defending claims. However, the acceptance of the objection does not preclude processing on other grounds.

(10) The Participant has the right to lodge a complaint to the supervisory authority - i.e. the President of the Office for Personal Data Protection, if the Participant considers that the processing of personal data by the Organizer violates the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (RODO).

(11) A participant has the right to access his/her data and the right to request rectification, erasure or restriction of processing, as well as the right to portability of his/her data.

(12) In situations specified in the data protection regulations and to the extent indicated therein, the Organizer shall further realize the Participant's rights to: (i) erasure of personal data; (ii) restriction of personal data processing; (iii) to receive a copy of the data or to transfer personal data - if technically possible. If the Participant wishes to exercise any of the above rights, he/she should contact by sending an e-mail or a traditional letter to the address indicated in paragraph 2 of this section.

(13) Providing personal data is voluntary, but it is necessary in order to participate in the Program or to receive information regarding the activities of Designer Outlet Sosnowiec Gallery (in case of

expressing the appropriate consent). Refusal to provide data will prevent the Participant from taking part in the Program. No automated decisions are made on the basis of personal data, including profiling.

(14) The Participant, when registering an Account, shall make the following statements regarding:

- a. The Participant's completion of his/her 18th birthday;
- b. consent to the Administrator's processing of the Participant's personal data, both those provided in the Account registration form and those automatically downloaded by the Software, in order to participate in the Program, in accordance with the RODO and the Act of 18 July 2002 on the provision of electronic services;
- c. the Participant's consent to the provision of the Account service in the Software prior to the expiration of the 14-day period for withdrawal from the agreement and a statement that the Participant acknowledges that, as a result, the Participant loses the right to withdraw from the agreement;
- d. confirmation by the Participant that he/she expresses all of the above consents required to be given, and accepts the Terms and Conditions and agrees to abide by them.

15 The Software shall collect and transmit to a database managed by the Administrator information regarding the use of the Software by a given Participant. The purpose of this data collection and processing is to be able to provide dedicated individual offers through the Software and to reorder these offers.

16 The Software performs data acquisition functions as follows:

- a. through voluntary data entered in the forms by the Participant;
- b. by storing cookies on the end devices;
- c. by storing technical data on servers.

17. communication between the Software and the Organizer's systems is carried out using an encrypted https connection, preventing unauthorized persons from obtaining and modifying personal data sent electronically.

18. the Software may access the following permissions on the Participant's mobile device:

- a. location information when the Participant searches for service points or uses the location service, upon the Participant's consent,
- b. camera, for the purpose of scanning Receipts,
- c. mobile device memory for data storage,
- d. network connections (WIFI).

(19) The privileges of the Software may be revoked by changing the system settings on the mobile device or uninstalling the Software.

20 In the event that the Participant, at his/her choice, accesses the Software through his/her Facebook, Google or Apple account, his/her content and personal data may be made available to such Facebook, Google or Apple. The Participant acknowledges and agrees that the use of his/her personal data by Facebook, Google or Apple is subject to the terms of the privacy policy of such service.

21 Information about cookies:

- a. cookies are computer data, in particular text files, which are stored on the Participant's terminal device, i.e. mobile device, and are intended for the use of particular functions of the Software;

b. the entity placing cookies on the Participant's end device and accessing them is the Organizer;

c. cookies are used for the following purposes:

I. to create statistics that help understand how Participants use the Software, which allows improving its structure and content;

II. maintaining the Participant's session (after logging in), so that the Participant does not have to re-enter his/her login and password on each sub-page of the Software;

III. determining the Participant's profile (profiling) in order to display tailored content to the Participant;

i. The details of the use of cookies used for statistical purposes are specified in the Google Analytics privacy policy;

ii. cookies may be used by advertising networks, in particular the Google network, to display advertisements tailored to the way the Participant uses the Software; for this purpose, they may retain information about the Participant's navigation path or the length of time the Participant remains on a particular page;

iii. with respect to information about the Participant's preferences collected by the Google advertising network, the Participant may view and edit the information resulting from cookies using the tool: <https://www.google.com/ads/preferences/>;

iv. information on how to block or unblock cookies is available in the "Help" menu of the web browser; for popular web browsers, information on cookie settings is available at the following links:

(a) Internet Explorer: <http://windows.microsoft.com/pl-PL/windows-vista/Block-orallow-cookies>

b) Mozilla Firefox: <http://support.mozilla.org/pl/kb/ciasteczka>

c) Chrome: <http://support.google.com/chrome/bin/answer.py?hl=pl&answer=95647>

d) Opera: <http://help.opera.com/Linux/9.22/pl/cookies.html>;

22. cookie management:

a. if the Participant does not want to receive cookies, he/she can change his/her browser settings; disabling cookies necessary for authentication processes, security, maintaining the Participant's preferences may hinder, and in extreme cases may prevent the use of the Software;

b. in order to manage cookie settings, you must change the settings in your browser / system and for this purpose follow the instructions of the respective browser / system.

23. the Software may collect Participants' data on how they use the Software. The types of analytical data that are collected include, but are not limited to: the date and time the device connects to the servers, software version, geographic position of the device, language, what information and files were displayed on the device, Participant behavior (e.g., what features were used, frequency of use), device status information, device model, hardware and operating system information. This data may be used to improve the quality and functionality of the Software, to market products and features that best meet Participants' needs, and to identify and resolve problems with the Software.

24 Geolocation information:

a. with respect to the functionality of the Software relating to the collection of the Prize, the Participant may only access this part of the services after activating the bluetooth function, thereby consenting to the location of the mobile device;

b. data related to the Participant's location in the Shopping Center may be collected by the Administrator and processed for statistical purposes only.

25. server logs:

a. information about certain behavior of Participants is subject to logging at the server layer; this data is used solely for the purpose of administering the Software and to ensure the most efficient operation of the hosting services provided;

b. the resources viewed are identified through URLs; in addition, the recording may be subject to:

i. time of arrival of the request;

ii. time of sending the response;

iii. the name of the Participant's station - identification implemented by the http protocol;

iv. information about errors that occurred during the execution of the http transaction;

v. information about the browser

26. information about the IP address:

a. The above data are not associated with specific browsers;

b. the above data is used only for the purpose of administering the Software.

27. without the consent of the registered Participant, the Software shall not make public any information that concerns him.

## § 9

Terms and conditions for conclusion and termination of agreements for provision of electronic services

(1) The Organizer shall provide the following services (hereinafter: "Services") through the Software:

a. setting up and maintaining an account;

b. ensuring participation in the Program, i.e. enabling execution of activities related to participation in the Program, such as: scanning Paragons, collecting Points, receiving Prizes.

The service of creating and maintaining an account is available after registration in accordance with the rules described in the Regulations, and consists in providing the Participant with a dedicated panel within the Software, enabling the Participant to enter data, modify data, perform activities related to participation in the Program, as well as track the status of accumulated Points and received Prizes. The Agreement for the provision of Services consisting of maintaining an Account is concluded for an indefinite period of time.

The Service of ensuring participation in the Program consists in making available to the Participant the functionalities enabling the realization of certain activities within the Program, such as scanning Receipts, collecting Points, receiving Prizes. The contract for the provision of the Service of ensuring participation in the Program is concluded for an indefinite period of time.

(4) Resignation from the provision of Services referred to in paragraph 1 points 1) - 2) is possible at any time, by sending information by e-mail to: info@c-gence.com. Resignation from the provision of the Service referred to in paragraph 1 point 1) above is the same as resignation from participation in the Program, and resignation from participation in the Program is the same as the task of deleting the Account. After the resignation referred to above, the Participant loses access to the Account by

blocking it completely and has no possibility of further participation in the Program, including collecting Points and receiving Rewards.

(5) Upon termination of a given Service, the Participant's personal data will be anonymized, unless:

a. processing of some of them will be necessary for the Administrator or the Organizer for the purpose of accounting for the service provided, that is, for accounting and tax purposes;

b. The Participant consents to their processing for the purposes of advertising, market research, and Participants' behavior and preferences with the results of such research being used to improve, the quality of services;

c. their processing is necessary to clarify the circumstances of the unauthorized use of the service, as referred to in Article 21(1) of the Act of July 18, 2002 on the provision of electronic services;

d. their processing is necessary under separate laws or agreement, that is, in particular, to enable the Participant to file a complaint;

(6) Requests for deletion of the account and the exercise of the rights of data subjects with respect to the processing of their personal data shall be processed immediately, no later than within 14 days of receipt of the task.

7 The participant is obliged to use the Services in a manner consistent with the law and good morals, taking into account respect for personal property and intellectual property rights of third parties. The Participant is prohibited from providing unlawful content. It is forbidden to use the Services in a way that unlawfully interferes with the functioning of the Software, e.g. through the use of specific software or devices, and to send or place unsolicited commercial information in the Software.

(8) The Organizer declares that the public nature of the Internet and the use of the Services may involve the risk of obtaining and modifying Participants' data by unauthorized persons, so Participants should use appropriate technical measures to minimize the risks indicated above. In particular, they should use anti-virus and identity protection programs for Internet use. The Organizer shall never ask the Participant to share his/her account password, in any form.

(9) In case of malfunctions, defects or technical errors, there may be interruptions in access to the Software or part of its functionality, until they are removed by the Organizer. The Organizer undertakes to take immediate action to restore the full functionality of the Software.

10. the Participant, at the time of noticing an error, i.e. incorrect accrual of Points or incorrect operation of the Program, should write to [info@c-gence.com](mailto:info@c-gence.com). Points earned by the error and with the use of the error by the Participant will be deleted.

(11) In the event that it is necessary to introduce changes or updates to the Software, the Organizer reserves the right to introduce interruptions in the availability of the Software or part of its functionality. The interruptions referred to above shall be introduced, if possible, at night or on weekends.

## § 10

### Cancellation of participation in the Program

(1) The Participant may resign from participation in the Program at any time by submitting a statement of resignation from participation in the Program, in writing or in the form of an email, delivered to: [info@c-gence.com](mailto:info@c-gence.com) or to the Organizer's registered office at the address indicated in § 1 section 1. Equivalent to the statement of resignation from participation in the Program is also the withdrawal of consent for the processing of personal data, referred to in § 8 section 8 of the

Regulations. The Organizer may attempt to contact the Participant directly in order to confirm the will to resign from the Program.

(2) Upon resignation from the Program, the Account becomes invalid, and thus the Participant loses the possibility of obtaining discounts or additional benefits associated with the Account.

(3) Immediately after resignation from participation in the Program (or making the confirmation referred to in paragraph 1, last sentence of this paragraph), the Organizer will confirm this fact by e-mail.

(4) In each case of resignation from the Program, the Organizer will handle the Participant's personal data as in the case referred to in § 8 paragraph 8 of the Regulations, unless the Participant has given the Organizer a separate (independent of the Program) consent to process his/her data.

## § 11

### Complaints

(1) All comments and complaints regarding the operation of the Program should be submitted by e-mail to: [info@c-gence.com](mailto:info@c-gence.com).

(2) The complaint should contain the name, surname, address of residence and e-mail of the Participant, date, name of the Shopping Center, description and reason for the complaint and the content of the request.

(3) Neither the Organizer nor the Principal shall provide any warranty or guarantee for the Prizes.

(4) Complaints that meet all the requirements indicated in Paragraphs 1 and 2 above, will be considered within 14 working days of their submission. The response to the complaint shall be provided in writing or electronically to the Participant's e-mail address.

(5) The Participant shall have the right to pursue unsuccessful claims in a court of law.

## § 12

### Final provisions

(1) These Regulations are made available to Participants on the Website and in the Software.

(2) In matters not covered by these Regulations, the applicable laws shall apply.

(3) The Organizer shall be entitled to amend the Regulations at any time by publishing the amended Regulations on the Website or through the Software. The amendment to the Regulations shall become effective on the date of publication of the amended Regulations.

(4) The Regulations shall become effective on October 01, 2024.