



TERMS & CONDITIONS OF THE 'BUSINESS CLASS' LOYALTY PROGRAMME OF COLWAY INTERNATIONAL S.A. BASED IN KOLECZKOWA

§1. General provisions

- 1.1. These Terms & Conditions set out the rules of participation for participants [**"Participants"**] in the 'BUSINESS CLASS' Loyalty Programme [**"Programme"**]. The Programme is run by COLWAY INTERNATIONAL Spółka Akcyjna, based in Koleczkowa under KRS number 0000547402, with NIP 5272731683 and REGON 0360987881, with fully paid share capital of PLN 100,000 [**"Organiser"**].
- 1.2. The program is run through the Organiser's website, at <https://www.colwayinternational.com/>. Information about the Programme will be published via newsletter, SMS, Email, and on the Organiser's Facebook page.
- 1.3. The Programme is based in the Republic of Poland.
- 1.4. The Programme begins on 27th September 2016, and the Organiser indicates the duration of the Programme in terms of Qualifying Weeks. This means that the Programme began in QW 39/16.
- 1.5. The Organiser is entitled to shorten the duration of its Promotions if supplies of the product(s) to which the Promotion relates is/are exhausted. The Organiser shall inform Participants about the shortened duration of a Promotion via the Organiser's website. The limited duration of a Promotion does not affect the rights of Participants who are already participating in the Promotion.

§2. Participation in the Programme

- 2.1. The Programme is run on a closed basis, for the Organiser's Partners.
- 2.2. Participation in the Programme is voluntary and does not require an additional application. Enrolment is automatic and depends on the Partner's continued activity

for 8 consecutive Qualifying Weeks. In the event of an interruption in the Partner's activity, the necessary period for participation is recalculated.

§3. Business Class Programme Clubs

3.1. The Business Class program is divided into three clubs:

- a) STANDARD Business Class,
- b) DELUXE Business Class
- c) PREMIUM Business Class.

A Partner's affiliation to a particular club depends on the duration of their activity with Colway International S.A.

3.2. Partners can join the STANDARD Business Class Club after 8 consecutive Qualifying Weeks of activity. As members of the STANDARD Business Class Club, Participants gain access to a special offer in which at least one Product can be ordered at a special price. This special offer is then available with each subsequent order of at least 50 Volume Points (VP) placed by the Participant after qualifying for the STANDARD Business Class tier (starting from 9th Qualifying Week).

3.3. Partners can join the DELUXE Business Class Club after 16 consecutive Qualifying Weeks of activity. As members of the DELUXE Business Class Club, Participants gain access to a special offer in which one of several Products can be ordered at a special price. This special offer is then available with each subsequent order of at least 50 Volume Points (VP) placed by the Participant after qualifying for the DELUXE Business Class tier (starting from 17th Qualifying Week).

3.4. Partners can join the PREMIUM Business Class Club after 24 consecutive Qualifying Weeks of activity. As members of the PREMIUM Business Class Club, Participants gain access to a special offer in which several to a dozen products can be ordered at a special price. This special offer is more attractive than the STANDARD and DELUXE Club special offers. It is then available with every subsequent order of at least 50 Volume Points (VP), placed by the Participant after qualifying for the DELUXE Business Class tier (starting from 25th Qualifying Week).

3.5. In the case of a limited number of these Club-class special offers, products are subject to availability.

§4. Final Provisions

4.1. Any content in advertising or promotional materials relating to the 'BUSINESS CLASS' LOYALTY PROGRAMME is for information purposes only.

4.2. The Organiser has the right to change these Terms & Conditions. The Organiser will inform Participants about any changes and their date of entry into force via the Organiser's website.

4.3. Polish law is the law governing these Terms & Conditions. All disputes will be resolved by the competent common court.

4.4. In unsettled cases, the provisions of the Promotional Rules, the Purchase Rules and the Rules of Cooperation shall apply.

4.5. The provisions of these Terms & Conditions do not prejudice the provisions on consumer rights if a Participant is a natural person participating in the Loyalty

Programme for purposes not directly related to their business activity or profession (Article 221 of the Civil Code, and in particular of Article 384-385(4) of the Civil Code). If any provision of these Terms & Conditions shall be contrary to mandatory consumer protection laws, this provision shall not be binding on the consumer and shall in its place be governed by the provisions of the most common law applicable to it.

4.6. These Terms & Conditions enter into force on 27 September 2016.