

# **RULES AND REGULATIONS OF THE LOYALTY PROGRAM**

## **MY POLFERRIES**

### **Section 1 Subject Matter of the Regulations**

This document sets out the principles for the functioning and operation of the Loyalty Application and the terms and conditions of using it, including the rights and obligations of its Users and the Organiser.

### **Section 2 Definitions**

1. Loyalty Application, Application or Program – a program, the rules of which are specified in these Regulations.
2. The Organiser – Polska Żegluga Bałtycka S.A., with its registered office in Kołobrzeg at ul. Portowa 41, for which the register files are kept by the District Court in Koszalin, 9<sup>th</sup> Commercial Division of the National Court Register (KRS) under KRS No. 0000011871, NIP [tax no.]: 671-010-07-02, share capital PLN 67,938,495.30, fully paid-up, with the status of a large enterprise within the meaning of the provisions on preventing excessive delays in commercial transactions.
3. User – a natural person that fulfils the conditions described in Section 4 paragraph 1 of the Regulations and has acceded to the Programme.
4. Points – settlement units in the Programme granted on the terms specified in the Regulations.
5. Balance – the Points that have been collected by the User as part of the Loyalty Application, according to the rules specified in the Regulations.
6. Loyalty Card – a virtual card of the User with an individual identification number.
7. Coupon – a numerical string entitling the holder to purchase Products on preferential price terms or authorising the purchase of products for an equivalent of the amount shown on the Coupon, depending on the information in the Application.
8. Special Offers – additional promotions or campaigns organised by the Organiser for the Users
9. Technology Operator – QRTAG sp. z o.o. ul. Głogowska 70/18, 60-740 Poznań, NIP [tax no.]: 7831735647, REGON [Business ID]: 363401597, KRS [National Court Register] no.: 0000595589, District Court, Poznań – Nowe Miasto and Wilda in Poznań, 8<sup>th</sup> Commercial Division of the National Court Register, share capital: PLN 60,700 fully paid-up.

### **Section 3 General provisions**

1. Subject to the terms specified below in the Regulations and subject to the specific conditions, by joining the Loyalty Application, the User may:
  - a) start collecting the Points in the Loyalty Application and exchange the Points for Coupons available in the application.
  - b) receive other benefits granted by the Organiser, e.g. giveaways or discounts as described in the Loyalty Application.
2. The Loyalty Application is maintained by the Organiser.
3. The Loyalty Application is technically supported by the Technology Operator.

4. The Application is available for mobile phones and other mobile devices with Android or IOS operating systems in the mobile app available in the App Store and Google Play.
5. The aim of the programme is to reward the Users who purchase transport services for individual customers from Polska Żegluga Bałtycka S.A. or an entity from its Capital Group clearly indicated in the Loyalty Application.
6. A lack of an outlet or a method of selling the Organiser's services on the list in the application means that such an outlet does not participate in the Loyalty Application.
7. The User's participation in the Programme is free of charge.
8. The participation in the Programme is voluntary and the User may resign from it at any time.
9. It is possible to join the Loyalty Application at any time during the duration of the Programme.
10. The User is obliged to participate in the Programme in a manner consistent with the provisions of the applicable law and the provisions of the Regulations, as well as the principles of social coexistence and good practices.
11. The Organiser shall not be held responsible for:
  - a) any problems with the use of particular services offered within the Application due to reasons attributable to the User and independent of the Organiser,
  - b) any interruptions in the functioning of particular services offered as part of the Application for reasons constituting force majeure events,
  - c) any damage caused by the User as a result of violation of any third party rights by them;
  - d) any damage incurred by the User in connection with a permanent blocking of the access to the Application in connection with the User's violation of the provisions of the Regulations or generally applicable provisions of law.
12. The Organiser and/or the Technology Operator shall be entitled to partially or completely exclude the possibility of using the services available in the Application in order to make improvements, repairs or modernizations related to the functioning of this Application, with the Organizer undertaking to strive to minimise the time of the partial or complete exclusion of the possibility to use the services available in the Application. If the possibility of using the Application is completely excluded, the Organiser shall notify the Users of the fact by sending an e-mail to the address indicated when registering in the Application.

#### **Section 4 Conditions for joining the loyalty Application**

1. The users of the Loyalty Application may be natural persons who are consumers within the meaning of the provisions of the Civil Code.
2. The condition for joining the loyalty Application is:
  1. downloading the application,
  2. reading and accepting the content of the Regulations and the Privacy Policy,
  3. filling in the Registration Form in a correct and complete manner,
3. Once all the conditions for the participation in the loyalty Application are met, the person acceding to the loyalty Application shall become its User.
4. For registration, the User must indicate the e-mail address and telephone number.
5. When registering, the User is required to establish an access password to the Application.
6. Providing third parties with the password to use the Application is unacceptable and may result in an unauthorised use of the User's data within the Loyalty Application and, in such a case, the Organiser shall consider any actions performed by such third parties

as the User's activities unless the circumstances of a particular activity indicate the unauthorised use of the data by a third party.

7. The User can reset the password after selecting an appropriate option in the Application at any time.
8. The User represents that the personal data provided when completing the registration form are true and up-to-date. Providing the untrue or outdated data may be the basis for blocking the User's access to the Application, due to the User's fault. It is not allowed to use a pseudonym in the Application or to participate in the Programme anonymously.
9. Providing personal data when completing the registration form is voluntary, but it is necessary to take part in the Programme.

### **Section 5 Rules of collecting Points by the User**

1. Points may be collected within the Loyalty Application, according to the rules specified by the Organiser.
2. Points collected under a given Balance may not be transferred or used for the benefit of a third party, including another User.
3. Collecting Points on the terms set out in these Regulations is possible from the moment of registering in the Loyalty Application, for the duration of its maintenance by the Organiser.
4. Points awarded as part of the Loyalty Application will be saved to the individual account of the User.
5. Points are awarded only for the purchase of services indicated in the ticket – transport, accommodation and catering services for individual customers from Polska Żegluga Bałtycka S.A. or an entity from its Capital Group clearly indicated in the Loyalty Application.
6. The Organiser does not credit Points if the object of the purchase are excluded products. The Organiser does not credit points for services purchased directly on the ferry (not included in the ticket).
7. The current status of the Balance is displayed on the User's account in the Application.
8. Points awarded in the Loyalty Application can only be used in the manner specified in these Regulations.
9. Crediting Points to the Balance requires a purchase of transport services for individual customers from Polska Żegluga Bałtycka S.A. or an entity from its Capital Group clearly indicated in the Loyalty Application.
10. Points are calculated as follows: for each PLN 1 (in words: one zloty) paid for the purchased and used service referred to in paragraph 9 above for the benefit of the Organiser or the entity from its Capital Group clearly indicated in the Loyalty Application under the rules specified in the Regulations, the balance shall be increased by 4,25 (in words: four and 25/100) Points. Points are calculated in proportion to the value of the purchase made. In the case of purchasing tickets in a foreign currency, we adopt the following conversion rates into PLN: SEK 1 = PLN 0.45, DKK 1 = PLN 0.74 and EUR 1 = PLN 4.69.
11. Points will be credited to the user account after the ticket has been checked in. In the case of a return ticket, the points will be credited after the ticket is checked in for both directions. When purchasing a ten-ride ticket, the points for the value of 10 rides shall be charged to the user's account after the first ride. If the User purchases additional services for subsequent rides from the ten-ride ticket, the points for the value of the services added to the ticket will be added after checking in on a given ride.
12. Points shall not be exchanged for cash or any other means of payment.

13. Exchanging Points for a Coupon causes automatic reduction of the User's Balance by the number of Points needed to obtain the Coupon.

### **Section 6 Exchanging Points**

1. The User may exchange Points for the Coupons available in the relevant tab in the Loyalty Application.
2. The User may exchange Points for a Coupon, provided that the relevant Balance is owned.
3. The number of Points to be exchanged for a Coupon is determined by the Organiser, and the Organiser reserves the right to update the number of the necessary Points without prior notice.
4. Coupons are added and updated on an ongoing basis, depending on the availability of the Products and promotional campaigns, with the Organiser reserving the right to update the Coupons without prior notice. The Organiser does not guarantee a minimum level or number of Coupons.
5. The Coupons for which the User may change Points can be found in the appropriate tab in the Application.
6. Coupons can be redeemed on the board of Mazovia, Cracovia, Wawel and Nova Star ferries. Coupons cannot be redeemed on the board of Baltivia ferry.

### **Section 7 Additional benefits related to the participation in the Loyalty Application**

1. The Organiser reserves the right to organise additional promotions.
2. Participation in the additional promotions is voluntary.
3. Within the Loyalty Application, the User may be granted other benefits by the Organiser, e.g. free items, rebates, discounts, vouchers or other special price or product offers.
4. Within the Loyalty Application, the Organiser may organise some competitions with prizes and surveys for the Users.
5. The Users will be informed about the additional promotions via the Application or/and by e-mail to the e-mail address indicated when registering to the Application.
6. The detailed rules for the additional promotions will be specified in separate regulations.

### **Section 8 Terminating the User's participation in the Loyalty Application**

1. The Organiser reserves the right to terminate the User's participation in the Programme for the User's failure to comply with the provisions of the Regulations.
2. The notice of termination shall be in writing specifying the reason for terminating the participation in the Programme. The User may lodge an appeal within 14 (in words: fourteen) days of the receipt of the notice of termination by sending it to the Organiser's address.
3. In the event of terminating the participation in the Programme, all Points will be cancelled.
4. The User may resign from participating in the Programme at any time. The resignation notice should be sent to the following e-mail address: [my@polferrys.pl](mailto:my@polferrys.pl).
5. The User can uninstall the Application from their device at any time. However, deleting the Application does not mean resignation from participating in the Programme. The resignation from participating in the Programme is possible only after informing the Organiser of the fact beforehand.

In the event of a justified suspicion of a breach of these Regulations by the User, having an impact on an unjustified use of a benefit in the Programme or if it is determined that the User has submitted a false statement on fulfilling the conditions for the registration, the Organiser may permanently block the User's account, about which the Organiser notifies the User by displaying a relevant message in the Application or sending an e-mail to the address indicated at the registration, and the User cannot use the functionalities within the Programme. In such a case, after the lapse of the period of 6 months after blocking the account, the account will be deleted, unless the User requests the Organiser to unlock the account and the request will be taken into account by the Organiser.

### **Section 9 Complaints**

1. Any complaints regarding the rules and the course of the Programme may be submitted to the Organiser by e-mail to the following address: [my@polferrries.pl](mailto:my@polferrries.pl).
2. The information on the processing of the complaint shall be sent to the User by e-mail within 14 days of the submission of the complaint.

### **Section 10 Personal data**

1. The controller of the User's personal data is **Polska Żegluga Bałtycka S.A. with its registered office in Kołobrzeg at ul. Portowa 41, 78-100 Kołobrzeg.**
2. The personal data are processed in accordance with 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 Directive 95/46/EC (General Data Protection Regulation).
3. Under a separate agreement, the Organiser entrusts the processing of personal data of the Users of the Programme to the Technology Operator to the extent necessary for the operation of the Programme by the Technology Operator.
4. The scope of processing of the User's personal data together with the rights vested in the User is described in detail in the Privacy Policy.

### **Section 11 Amendments to the Rules and Regulations**

1. The Organiser reserves the right to change the Regulations for important reasons, in particular:
  - a) a need to adjust the Regulations to the provisions of law, recommendations, guidelines, orders or prohibitions, decisions, judgements, interpretations or decisions of authorised public authorities,
  - b) changes to the scope of services provided by the Organiser,
  - c) changes in the assumptions or conditions of participation in the Loyalty Program,
  - d) changes in the scope or nature of the Organiser's activity,
  - e) preventing violations of the Regulations or preventing abuse,
  - f) a need to correct statements which are unclear or questionable or to improve obvious typing errors,
  - g) an emergence of new risks or threats related to the participation in the Loyalty Program,
  - h) changes in the Organiser's data, including the business name, address of the registered office, telephone numbers, e-mail addresses, links included in the Regulations.

2. In the event of a change to the Regulations, the Organiser shall notify the Users of the changes, if possible at least 14 days in advance, via the Loyalty Application or by sending a relevant notice to the e-mail address of the User specified at the registration, the User shall be entitled to resign from participating in the Programme until the date of entry into force of the changes, and in the absence of the resignation, the Regulations with the amended content shall apply to the User.

### **Section 12 Final provisions**

1. The full content of the Regulations is available in the Application.
2. The Loyalty Program is introduced for an indefinite period of time.
3. The Organiser may decide to terminate the Loyalty Program at any time, provided that the Organiser notifies the Users of its intention to terminate the Loyalty Program in advance, one month before the termination, so as to allow the use of the points and Coupons.
4. After the end of the Programme, the unused points and Coupons expire and cannot be used in any way (including in particular for the payment for the Organiser's goods or services).
5. In the event of a resignation from participating in the Programme, the User loses all previously acquired points and Coupons.
6. Due to the existing updates of Android and iOS operational systems, it may be necessary to update the Application. The Organiser shall notify the Users of the need to update the Application using the Application.
7. This version of the Regulations is effective as of **10 July 2023**.