

TERMS AND CONDITIONS OF THE PROMOTIONAL CAMPAIGN
“BIRTHDAY PROMOTION”
(hereinafter: the “Terms and Conditions”)

I. GENERAL PROVISIONS

1. The subject of these Terms and Conditions is to set out the rules of the promotional campaign **“BIRTHDAY PROMOTION”** (hereinafter: the **“Promotion”**).
2. The Organiser is Packhelp Spółka Akcyjna (joint-stock company) with its registered office in Warsaw at ul. Kolejowa 5/7, 01-217 Warsaw, entered in the Register of Entrepreneurs of the National Court Register (KRS) maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000831872, holding tax identification number (NIP) 1231308129 and statistical number (REGON) 362932312, with share capital of PLN 173,710.40 (hereinafter: the **“Organiser”**).
3. Each Participant in the Promotion should read these Terms and Conditions, which set out the rules and conditions for participation in the Promotion. Participation in the Promotion is voluntary. Taking part in the Promotion means that the Participant accepts the terms of the Promotion set out in these Terms and Conditions. The Promotion runs from 15.10.2026 at 8:00:00 until 15.10.2026 at 23:59:59.
4. Under the Promotion, a Participant who, during the Promotion period, purchases any products from the Organiser on the website at: <https://opakowania.inpost.pl/pl-pl> (hereinafter: the **“Agreement”**) will receive a discount of 10% (ten percent) on the said purchases. The discount will be applied after entering the code “URODZINY10” in the field labelled “Add promo code”.
5. Participation in the Promotion is open to a Participant who jointly meets the following conditions:
 - 5.1. accepts these Terms and Conditions;
 - 5.2. concludes the Agreement during the Promotion period;
 - 5.3. makes the payment during the Promotion period.
6. The terms of this Promotion cannot be combined with other promotional campaigns announced by the Organiser.

II. COMPLAINTS PROCEDURE

1. Complaints concerning the course of the Promotion may be submitted by post to: Packhelp S.A., ul. Kolejowa 5/7, 01-217 Warsaw, or electronically by sending a message to the e-mail address: kontakt@instore.com. The complaint should include a note stating that it concerns this Promotion, as well as the first name and surname or the name of the Participant submitting the complaint, their postal address or e-mail address (depending on the chosen method of contact with the Organiser), and a detailed description and indication of the reason for the complaint.
2. Complaints may be submitted during the Promotion and within 30 days of its end. The date of submission of a complaint is the date on which the complaint was posted or sent by e-mail to the Organiser. At the Organiser's request, the Participant should demonstrate circumstances proving that the above deadlines have been met.
3. Upon receipt of a complaint in accordance with points II.1 and II.2, the Organiser shall respond to it within 14 (fourteen) calendar days from the date of its delivery to the Organiser. The response to the complaint will be given in writing by post or by e-mail, depending on how the complaint was submitted. The date of consideration of the complaint is the date on which the response was posted or sent by e-mail to the Participant.
4. Once the complaints procedure has been exhausted, the Customer is entitled to pursue any claims that were not accepted before a common court.
5. The Participant may use out-of-court methods of handling complaints and pursuing claims, including, among others:

- a) applying to the Provincial Inspector of the Trade Inspection with a request to initiate mediation proceedings for the amicable settlement of the dispute. Information on the mediation procedure is available at the offices and on the websites of the individual Provincial Inspectorates of the Trade Inspection;
- b) applying to a permanent consumer arbitration court operating at the Provincial Inspector of the Trade Inspection with a request to resolve a dispute arising from a concluded agreement. A list of permanent consumer arbitration courts is available on the website of the Office of Competition and Consumer Protection (UOKiK): www.uokik.gov.pl/wazne_adresy.php;
- c) seeking free legal assistance from a municipal (district) consumer ombudsman or a social organisation whose statutory tasks include consumer protection, e.g. the Federacja Konsumentów (Consumer Federation) (www.federacja-konsumentow.org.pl).

Detailed information on out-of-court methods of handling complaints and pursuing claims, as well as the rules of access to these procedures, is available at the offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, the Provincial Inspectorates of the Trade Inspection and the Office of Competition and Consumer Protection.

The use of out-of-court methods of handling complaints and pursuing claims is voluntary and may take place if both parties to the dispute agree to it.

III. FINAL PROVISIONS

- 1. These Terms and Conditions enter into force on 15.10.2026.
- 2. The Organiser reserves the right to amend the Terms and Conditions and to end the Promotion early. Where an amendment to the Terms and Conditions of the Promotion does not infringe or materially change the rights and obligations of the Participant, it may be introduced without prior notice and shall apply from the date of its announcement. In other cases, the Terms and Conditions of the Promotion may be amended for important reasons, which include, among others, a change in generally applicable laws or their interpretation, the issuance of a judgment or decision by a competent authority, the need to prevent abuse, or a technical or organisational change that does not affect the essence of the Promotion.
- 3. An amendment to the Terms and Conditions does not affect the rights acquired by Participants. Agreements concluded before the amendment enters into force are governed by the version of the Terms and Conditions in force on the date the Agreement was concluded.
- 4. In the event of a material amendment to the Terms and Conditions of the Promotion that adversely affects a Participant who is a consumer, that Participant may withdraw from the Promotion within 14 days of the amendment entering into force without any negative consequences.
- 5. In matters not regulated by these Terms and Conditions, the provisions of the Polish Civil Code and other generally applicable laws shall apply.
- 6. These Terms and Conditions are available free of charge at the Organiser's registered office and at: <https://opakowania.inpost.pl/pl-pl/regulamin-promocji>.

INFORMATION CLAUSE FOR PROMOTION PARTICIPANTS

In accordance with the requirements of 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 (hereinafter: "GDPR"), we inform you that:

1. Personal data controller

The joint controllers of your personal data are:

Packhelp S.A. with its registered office in Warsaw, ul. Kolejowa 5/7, 01-217 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, 13th Commercial Division of the National Court Register, under KRS number: 0000831872 (hereinafter: "**Packhelp**");

InPost sp. z o.o. with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered in the Register of Entrepreneurs maintained by the District Court for Kraków-Śródmieście, 11th Commercial Division of the National Court Register, under KRS number 0000543759, NIP: 6793108059 (hereinafter: "**InPost**")

hereinafter jointly referred to as the "**Controller**".

Packhelp and InPost will jointly control the data within the meaning of Article 26 of 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).

The Controller can be contacted on matters related to the processing of personal data by e-mail at the following addresses: Packhelp e-mail: gdpr@packhelp.com and InPost e-mail: dane_osobowe@inpost.pl.

2. Purposes and legal bases of personal data processing

The Controller processes data in order to enable you to take part in the Promotion. The legal basis for processing is your consent (Article 6(1)(a) GDPR).

If you conclude an agreement with Packhelp concerning services or products offered as part of the Promotion, the Controller will also process your personal data for the purpose of performing that agreement. The legal basis for processing will then be Article 6(1)(b) GDPR.

If you submit a complaint related to the Promotion, the Controller will also process your personal data for the purpose of considering it. The legal basis for processing will then be Article 6(1)(c) GDPR.

The Controller does not make any decisions concerning you based solely on automated processing, including profiling.

3. Data recipients

The Controller may share your personal data with its subcontractors (entities whose services it uses in processing), such as:

- 1) IT service providers;
- 2) entities providing accounting services;
- 3) entities providing marketing services;
- 4) entities cooperating in the organisation of the Promotion.

The Controller is also entitled to share personal data with other entities if such an obligation arises from the law.

The Controller does not transfer personal data to third countries, except for sharing data with the Controller's subcontractors (entities processing data on its behalf) who provide IT services to the Controller; the Controller uses only entities that ensure their operations comply with the GDPR.

4. Data retention period

Personal data collected to enable you to take part in the Promotion is stored by the Controller for a maximum of 3 years from the end of the Promotion or until any claims that may be related to the Promotion become time-barred.

Data obtained for the purpose of performing the agreement is processed by the Controller for 3 years from the date of performance of the agreement or until any claims that may be related to the Agreement become time-barred.

Data obtained for the purpose of considering a complaint is processed by the Controller for 3 years from the date of receipt of the complaint or until the claims become time-barred.

5. Rights of data subjects

You have the following rights:

- 1) the right of access to your personal data and the right to obtain a copy of it;
- 2) the right to rectification of personal data;
- 3) the right to erasure of personal data;
- 4) the right to request restriction of data processing;
- 5) the right to personal data portability;
- 6) the right to object to the processing of personal data;
- 7) the right to lodge a complaint with a supervisory authority.

As data processing is based on consent, you also have the right to withdraw your consent to the processing of personal data at any time. Withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal.

To exercise the above rights, you may contact the Controller.

6. Information on whether the provision of data is voluntary or mandatory

Providing your data is voluntary; however, without it, it is not possible to take part in the Promotion or to have a complaint considered.

7. Privacy policy

You can read the privacy policy at <https://opakowania.inpost.pl/pl-pl/polityka-prywatnosci>.