

## PROMOTIONAL CODE REGULATIONS

### I. Purpose of the Regulations

The purpose of these regulations ("**Regulations**") is to define the rules for the use of promotional codes in the Wittchen S.A. Capital Group.

### II. Definitions

**Customer** - a natural person of legal age with full capacity to enter into legal transactions, a legal person or an organisational unit without legal personality but with capacity to enter into legal transactions, who purchases a product from the Seller directly in connection with their business or professional activity.

**Promotional Code** - a discount code in the form of a sequence of numbers and / or letters, or a QR code (Quick Response), granted in accordance with the rules set out in the Regulations, which entitles the Customer to place an Order of WITTCHEN Products with the Discount granted, assigned each time to a given code during the period of validity of the above-mentioned code;

**Validity period** - the date by which a Promotional Code can be redeemed in the Seller's Shop;

**Product** - a minimum and indivisible quantity of items which can be covered by a Purchase Order and which is specified in the Seller's online shop as a measurement unit for pricing purposes (price / unit).

**Discount** - a discount on the Products expressed as a percentage or amount by the Seller as part of a promotional campaign;

**Online Shop** - the Seller's online store at the following address: [www.wittchen.com/en-US](http://www.wittchen.com/en-US);

**Seller** - WITTCHEN S.A. with headquarters in Palmiry, at ul. Gdańska 60, 05-152 Czosnów, entered into the National Court Register kept by the District Court for the capital city of Warsaw, 14th Commercial Division of the National Court Register under the KRS number 0000352760, NIP 951-10-22-154, REGON 011664266.

**Purchase Order (order)** - the Buyer's declaration of will, made via the online shop, which clearly defines the following: the type and quantity of products; the shipment method; the payment method; the place of release; the Buyer's data, and which was made with a direct purpose of entering into a contract with the Seller.

### III. Promotional code rules

1. The Promotional Code may be made available to all of the Seller's Customers on the terms specified by the Seller and in these Regulations.
2. The Seller has the right to provide the Customers with a Promotional Code, incl. in particular: (i) due to the Order completed by the Customer, (ii) due to the current promotion in the Seller's Online Shop (e.g. by making the Promotional Code available on the website [www.wittchen.com](http://www.wittchen.com) for all Customers of the Online Shop) or (iii) due to the current Seller's marketing and promotional campaigns carried out in cooperation with third parties.
3. Making the Promotional Code available to the Customer does not require any special announcement (e.g. providing the code in the form of an electronic letter sent to the Customer's e-mail address or by providing the promotional code in paper form).
4. The use of the Promotional Code is voluntary and depends only on the will of the Customer. The Customer has the right not to use the Promotional Code, in such a situation, the Promotional Code should not be entered in the "basket" when placing an Order in the Online shop.
5. The Customer has the right to use the Promotional Code only in the Seller's Online Shop at the URL: [www.wittchen.com/en-US](http://www.wittchen.com/en-US)
6. The Customer has the right to use the Promotional Code only during its validity period for any selected Product(s) available in the Online Shop when placing the Order, subject to the current terms and conditions of the promotion established by the Seller.
7. In order to use the Promotional Code correctly when placing the Order, the Customer enters the Promotional Code (in its original, unchanged wording) in the "Use discount code" field, and then confirms the above steps when placing the Order on the Shop's website.
8. Correct use of the Promotional Code on the terms set out above will result in: (i) reduction of the total value of the Order, i.e. the price due to the Seller in connection with the ordered products, by the Discount assigned to the Promotional Code, or (ii) reduction of the shipping costs (i.e. free delivery to the Customer).
9. Promotional Codes cannot be combined with the other offers using promotional codes.
10. When placing an Order, the Customer has the right to use one Promotional Code per one Order in the Seller's Shop.
11. The promotional code may not be redeemed for cash and / or a gift card, and for any other services provided by the Seller.
12. The promotional code is valid: (i) from the moment it is made available to the Customer by the Seller or (i) from the moment indicated by the Seller in the promotional campaign.
13. The promotional code shall be valid only for the period of its validity.
14. The Customer is not entitled to redeem the Promotional Code for cash or any other service provided by the Seller.
15. If the value of the Order is equal to or lower than the amount of the granted Discount, the Customer may not finance 100% of the purchase value via the Promotional Code, but is obliged to pay min. PLN 1 (in words: one zloty) for the Order made using own funds.
16. WITTCHEN S.A. is not responsible for the consequences of incorrect or untrue data provided by the Customer (and for entering an incorrect promotional code).

#### **IV. Complaints procedure**

1. In matters relating to the use of Promotional Codes, the Customer should submit a complaint directly to WITTCHEN S.A. in writing to the address of the Administrator's seat, with the note: "*Complaint - WITTCHEN promotional codes*":
2. In the event of returning the goods, the promotional code is no longer valid and cannot be used again by the customer. The calculation of the refund value is based on the unit prices shown on the receipt or VAT invoice.
3. Any complaints regarding the Promotional Code should be submitted by the Customers in writing to the address of the Seller's registered office under pain of nullity, with the note: "*Complaint - WITTCHEN promotional codes*".
4. Complaints should be sent by registered mail only. The complaint should include: name, surname, address and telephone number, as well as a detailed description and explanation of the complaint. The complaint shall be signed by the Customer himself.
5. Complaints shall be considered by the Complaints Committee (hereinafter referred to as: "**the Committee**") appointed by the Seller.
6. Prompt submission of a complaint will facilitate and accelerate the examination of the complaint by WITTCHEN S.A.
7. The Committee shall consider the customer's complaint without undue delay, but not later than within 14 days from the date of its delivery. The person submitting the complaint shall receive the Committee's decision in writing to the address provided in the complaint.

## **V. Final provisions**

1. These Regulations are the only document specifying the rules for the use of Promotional Codes.
2. The use of the Promotional Code is voluntary. Before using the Promotional Code, the Customer is obliged to read the Regulations. By using the Promotional Code, the Customer undertakes to comply with the rules of the Regulations, as well as confirms that he meets all the conditions that entitle him to use the Promotional Code. Entering the Promotional Code means acceptance by the Customer of the provisions.
3. If any of these provisions is deemed illegal, invalid or otherwise unenforceable under the laws, then – insofar as the provision is illegal, invalid or unenforceable - the provision shall be excluded and removed, with the rest of these Regulations remaining in force , in full effect, binding and enforceable.
4. To any matters not regulated herein, applicable Polish laws, including the provisions of the Civil Code, shall apply.
5. These Regulations shall enter into force on 12.04.2021 r.