

# Terms and Conditions for the ClubLive100 program

## I. Definitions

1. Definitions used in these Terms & Conditions, unless the Terms & Conditions expressly stated otherwise or the context in which they are used otherwise requires, shall have the following meaning with the reservation to the point 2 below:

**ClubLive100 (further: „Program” or „ClubLive100”)** – a loyalty program arranged by the Arranger of the Program for Clients, which aim is popularization and promotion of Products, free of charge and voluntary, offering privileges for its Members defined in the hereby Terms & Conditions.

**Arranger of the Program (further: “Arranger”)** – Zepter International Poland spółka z ograniczoną odpowiedzialnością, acting under the law of Poland, with its seat in Warsaw, (02-672), 37 Domaniewska Street, registered in the entrepreneurs register of National Court Register (KRS), maintained by the District Court for capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under no. 0000107635, NIP 526-020-01-87, REGON 011524677, share capital 224.500 PLN, tel. + 48 (22) 565 84 84, +48 (22) 565 80 00, email: [info@zepter.com](mailto:info@zepter.com), website: <https://www.zepter.pl/>

**Member** – a Client who joins the Program according to the Terms & Conditions and Regulations of the Internet Shop.

**Internet Shop (further: „Shop”)** – service and Internet shop leaded by the Arranger under the address: <http://www.bioptron.com/> according to Regulations of the Internet Shop available at Shop web page (further: “Regulations of the Shop”).

**Member Price** – reduced Retail Price, determined in the Shop for each Product purchased by a Member in the Shop according to terms described in the Regulations of the Shop. The Member Price cannot be combined with any Marketing actions unless Marketing action unequivocally states otherwise. The Member Price may be used only in the way specified in the Terms & Conditions.

**Marketing action** – any marketing or promotional action of the Arranger, dedicated exclusively or also to Members, defining specific rules for participation, including the rules for determining the price of Products, and indicating the time of its validity. Marketing actions do not combine with the Member Price unless Marketing action unequivocally states otherwise.

**Terms & Conditions** – the hereby Terms & Conditions defining rules of functioning of the Program, in particular obligations its Members and the Arranger.

2. Terms not defined in the point 1 above and indicated with the capital letter reserve the meaning appointed to them by the Regulations of the Shop.

## II. Conditions of joining the Program and rules of updating personal data

1. A Client willing to become a Member may join the Program using the tools available on the website of the Shop, providing all requested data, and accepting the Terms & Conditions herein. In

the moment of completing the process of registration

a Client joining the Program gets the status of a Member. In the same moment, a Member receives – on the email address pointed while the registration – a confirmation of concluding a membership agreement containing information required by the law. A Member receives also the Terms & Conditions being in force in the moment of registration. The confirmation of concluding a membership agreement is fixed on a durable medium in the form of protected PDF file and can be changed only in a way of a clear settlement between a Member and the Arranger.

2. All the data disclosed by a Member while joining the Program must be true and complete.

3. In case of any changes in data given to join the Program a Member should immediately make a change of data with the tools available in the Account.

4. The Arranger does not take responsibility for possible consequences of not changing the data by a Member. The Arranger does not take responsibility for the effects of giving false, incomplete data or data of another person by a Member.

### **III. Collecting and processing of personal data**

1. The Controller of personal data is the Arranger.

2. The Arranger will process personal data of Members according to the set our rules and – given the conclusion of the agreement of membership in the Program – according to the rules set out in the hereby section.3. The Arranger will process the personal data given by a Member and covered with his approval for their processing in order to implement ClubLive100, including that the Arranger may share this data with parties cooperating with the Arranger in realization of the Program.

3. Personal data will be processed for the purposes of conclusion and performance of agreement of membership in the Program and will be stored till the end of the agreement.

4. The Member Price is variable and depends on the level of discount granted for purchases. Based on the regular Retail Price of the product(s) added to the basket, the total price for the order is given to the Customer. If the total price is within the given amount ranges specified by the Seller, the appropriate price discount (from 5 to 50%) is automatically applied. The Member Price is the price after the discount.

### **IV. Member Price**

1. A ClubLive100 Member is entitled to purchase Products in the Shop in the Member Price.

2. A Member purchases the Products under ClubLive100 according to the rules of Terms & Conditions only for his own use. A Member is not allowed to purchase the Products in wholesale amounts neither in such circumstances that point that the purchase is connected to his gainful activity, especially to make a resale.

### **V. Communication methods within the Program**

1. Communication between the Arranger and Members will be conducted exclusively by email, on the email address given by a Member or changed by him during the Program, in accordance with section II point 3. In case of the Arranger the communication will be conducted in electronic way – email on the addresses: [info@zepter.com](mailto:info@zepter.com)

2. The Arranger will provide information related to the Program, including information related to special offers, invitations or events addressed to the Member, including the use of automated evoking systems.

3. Any questions sent to the Arranger in electronic way will be answered within 3 working days, with

reservation to section VI point 4.

## **VI. Complaint procedure concerning the Program**

1. The Arranger is obliged to properly perform the membership agreement and is responsible for non-performance or improper performance of it.
2. Complaints concerning the operation of ClubLive100, may be reported in electronic form – by email sent to the address: [info@zepter.com](mailto:info@zepter.com)
3. The complaint should contain a company name or a name and surname of a Member making the complaint and exact description or reasons of making the complaint together with a clearly expressed claim. Requirements in the previous sentence – in case of a Consumer Member – are only a form of recommendation and their omission will not affect the effectiveness of made complaint.
4. Complaints are considered by the Arranger in 14 days from submitting it. A Member will be informed about the Arranger's decision by email or in any other way agreed with a Member.
5. The Arranger inform that a Consumer Member can use non-judicial ways of dealing with complaints and pursuing claims. Detailed information on the procedures and rules for their use are available in premises and on websites of local – according to each Consumer Member place of domicile – entities which statutory aim is protection of Consumers right and – in case of Consumer Members domiciled in Poland – in premises and on websites of district (municipal) Consumer ombudsmen, social organizations which statutory tasks include protection of Consumer rights, the Provincial Inspectorates of the Trade Inspection and the following Internet addresses Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php) ;  
[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php) and  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)

Consumer Members are also able to use the European Internet platform for handling disputes on-line as a non-judicial way of handling disputes and pursuing claims. The platform is available at:  
<http://ec.europa.eu/consumers/odr/>

## **VII. Termination of the membership agreement and responsibility**

1. A Member may resign from the membership in ClubLive100 at any time, making the statement, which is equivalent to termination of the membership agreement. The Member's statement of termination is effective in the moment in which this statement reaches the Arranger in such a way that the Arranger could get familiar with its contents (day of solution). To the effectiveness of the statement, it is enough just to send it to the Arranger in electronic way by email on: [info@zepter.com](mailto:info@zepter.com). In case of termination of the membership agreement, with the day of solution, a Member loses the right to use the Member Price.
2. The agreement of membership in the Program terminates automatically in the moment of a loss by a Member the status of a Client according to Regulations of the Internet Shop.
3. For important reasons, the Arranger may – without prejudice to the other rights enjoyed by the Arranger in such a case according to rules of law – terminate an agreement of membership in the Program with a Member with an immediate effect. For important reasons, referred to in the preceding sentence, it is considered any action resulting in violation of the rules of law, reputation of the Arranger and fragrant violation of the provisions of the Regulations of the Shop according to the provisions of the Regulations of the Shop or the Terms & Conditions, such as specifying false personal

data, incomplete personal data or personal data of other person or purchasing the Products in the Shop in the Member Price in wholesale amounts or in such circumstances that point that the purchase made by a Member is connected to his gainful activity, especially to make a resale. The Arranger's statement of termination is effective in the moment in which this statement reaches a Member in such a way that a Member could get familiar with its contents (day of solution). The statement of termination shall be submitted in electronic form on the e-mail address of a Member, with pointing the reasons for termination of membership agreement in ClubLive100. A Member may appeal the notice of termination within 7 days of receipt of the notice by sending a statement containing the justification via e – mail on the addresses: [info@zepter.com](mailto:info@zepter.com) . For the effectiveness of the appeal, it shall be sent before the expiration of that period. The appeal will be considered by the Arranger within 7 days of its receipt by the Arranger. A Member will be notified about the Arranger's decision by email. In case of taking into account a Member's appeal the Arranger revoke a statement of termination of membership agreement in ClubLive100 and restores to a Member the status of a Member.

4. In case of termination, referred to in point 3 above, a Member – with the day of solution – loses the right to the Member Price.

5. The Arranger does not bear the responsibility for:

- a. incompatible with the law or the Terms & Conditions usage by a Member of the Program, or for any consequences resulting from it,
- b. making available by a Member to third parties user name and password used by him to log to an Account,
- c. provide login, password or data to persons authorized under the relevant provisions of law,
- d. lack of data transmission or speed of data transmission due to technical limitations and the types of transmission connections used by a Member,
- e. any disruption of proper functioning of the Program caused by Force majeure.

### **VIII. Withdrawal from the membership agreement of ClubLive100**

1. A Consumer Member has the right to withdraw from an agreement of membership in ClubLive100 – without giving any reason and without incurring any cost – within 14 days from the date of completing registration procedure, by making a statement to the Arranger in electronic way on email address: [info@zepter.com](mailto:info@zepter.com) . To preserve the term described above a Consumer Member shall send the statement before its expiry. The Arranger will send to the Consumer member a confirmation of receiving the statement of withdrawal on a durable medium in the form of protected PDF file.

2. To make a statement mentioned in point 1 above, a Consumer Member may use the form included in attachment no. 1 or the form inserted below but it is not compulsory.

3. In case of withdrawal from a membership agreement the agreement is considered void, and a Consumer Member loses the right to the Program's benefits, including those which he has not yet used, as well as to those which he has already used.

### **IX. Change of Terms and Conditions**

1. The Terms & Conditions may be amended by the Arranger at any time to ensure safe operation of ClubLive100, including fraud prevention, granting additional benefits to Members or the extension of existing or introduce new functionalities to the Program. In addition, the Arranger may amend the Terms & Conditions in the event of changes or introduction of new legislation relating to the business activity of the Arranger. Each Member will be informed about the amendments immediately by email, at least 30 days before the amendments take effect. The Arranger will also inform about the

amendments on the website of the Shop. Amendments to the Terms & Conditions, subject to point 2 below, are effective after 30 days from the date of notification a Member about them. Amendments are considered accepted by a Member, if within 30 days of notification a Member does not come out of ClubLive100. Within 30 days from the notice about amendments a Member is entitled to use the Terms & Conditions in the current wording.

2. Amendments to the Terms & Conditions resulting from the necessity to adapt the provisions of the Terms & Conditions to the mandatory provisions of law shall be in force on the date of entry into force of the above provisions, but the Arranger will endeavour to keep the date of notification of the amendments laid down in the point 1 above. Amendments are considered accepted by a Member if until the day before the day of coming into force of the amended Terms & Conditions a Member does not come out of ClubLive100.

3. The Arranger reserves the right, in the cases referred to in point 4 below, may suspend or end the Program. Members will be immediately notified about any such decision via email, at least 30 days prior to the suspension or end of the Program. About the suspension or end of the Program the Arranger will also inform on the website of the Shop. Members can purchase Products in the Member Price until the period prescribed in the notice as the date of suspension or end of the Program.

4. The Arranger may suspend or end the Program in case of:

- a. small interest in the Program,
- b. not reaching the aims for which the Program has been created.

## **X. Final provisions**

1. Powers resulting from the Membership in ClubLive100 cannot be transferred by a Member to the third person.

2. In matters not covered by this Terms & Conditions the rules of law being in force within the territory of Poland shall be applicable, with the reservation to the mandatory rules of law being in force within the territory of Consumers' Members domicile which shall be applicable.

3. Any dispute coming out of this Regulations or related to it shall be settled by the general court proper to the seat of the Arranger, with the reservation to disputes with a Consumer Member that shall be settled by the court proper to the place of a Consumer Member domicile or another court proper according to the rules of law being in force in the place of Consumer Member domicile and chosen by a Consumer Member.

4. The Arranger declares that it is a member of the Polish Direct Sale Association and as a member of this association is obliged to follow the Code of Direct Sale with which the Member acknowledge on the website of the association at: [www.pssb.pl](http://www.pssb.pl)

5. The Terms & Conditions are available for the Members in the Arranger's place of business, on the website of the Shop.

**SPECIMEN MEMBERSHIP AGREEMENT WITHDRAWAL FORM**

(please fill in the form and send it back only if you wish to withdraw from the membership agreement)

.....  
(Name and surname of a Consumer Member)

.....  
(E-mail Address of a Consumer Member)

I hereby inform about my withdrawal from the membership agreement (Membership in ClubLive100) concluded on..... (date).

.....  
(Place, date)

.....  
(Signature of the Consumer Member)

**Zepter International Poland sp. z o.o., 37 Domaniewska St.; 02 – 672 Warsaw, Poland**