4KEEPERS PRO CLUB LOYALTY PROGRAM TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1.

These 4KEEPERS PRO CLUB Loyalty Program Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) define the rules, scope and conditions of participation in the 4KEEPERS PRO CLUB loyalty programme.

1.2.

The organiser of the 4KEEPERS PRO CLUB Programme (hereinafter referred to as the “Programme”) is “4keepers.com” – Piotr Skiba, conducting business activity under the business name “4KEEPERS”, ul. Murzynowskiego 22C, 10-684 Olsztyn, Poland, Tax Identification Number (NIP): 7392976773, REGON: 280388412, hereinafter referred to as the “Organiser”.

1.3.

The Programme is operated under the name 4KEEPERS PRO CLUB (hereinafter referred to as the “Programme” or “4KEEPERS PRO CLUB”).

1.4.

Any person wishing to participate in the Programme (hereinafter referred to as the “Customer” or “Participant”) may join the Programme by creating a user account in the Online Store at www.en.4keepers.com, accepting participation in the Programme, and consenting to receive commercial and marketing communications (Newsletter) via e-mail and, optionally, SMS.

1.5.

Participation in the Programme is governed by these Terms and Conditions, which are available on www.en.4keepers.com (the “Online Store”).

1.6.

Registered Participants will be notified electronically (to the e-mail address provided during registration or when placing an Order) of any amendments to these Terms and Conditions and the scope thereof. Such notification will be sent at least 7 days before the amended Terms and Conditions come into force. Amendments may be introduced in order to comply

with applicable laws, prevent abuse, ensure security, implement new technological solutions within the Online Store, enhance customer privacy protection, or introduce editorial changes.

2. PROGRAMME RULES

2.1.

4KEEPERS PRO CLUB is a special, free-of-charge and voluntary loyalty programme intended for all customers of the Online Store who have created an account at www.en.4keepers.com, joined the loyalty programme by accepting these Terms and Conditions, and consented to receive commercial information via e-mail (Newsletter) and, optionally, SMS.

2.2.

By making purchases in the Online Store, the Participant collects points (the “Points”). The number of Points awarded for the purchase of a given product is indicated on the product page in the Online Store. Points may be redeemed in accordance with the provisions set out below.

2.3.

Points collected under the 4KEEPERS PRO CLUB Programme may be combined with other promotions or special offers provided by the Organiser, unless the terms of a particular promotion or special offer provide otherwise.

2.4.

A Participant’s account must contain the required personal data (first name, surname and e-mail address). The Organiser reserves the right to reject an application submitted by a prospective Participant if the required information is not provided.

2.5.

Participants are required to comply with these Terms and Conditions and refrain from engaging in activities contrary to accepted standards of conduct, as well as from using participation in the 4KEEPERS PRO CLUB Programme for commercial purposes or in any manner detrimental to the Organiser.

2.6.

The Organiser reserves the right to exclude a Participant from the Programme in the event of a breach of these Terms and Conditions.

3. RULES FOR EARNING AND REDEEMING REWARDS UNDER THE 4KEEPERS PRO CLUB PROGRAMME

3.1.

Participants of the 4KEEPERS PRO CLUB Programme are awarded points (the “Points”). The number of Points awarded for a purchase is determined individually for each product and displayed on its product page within the 4keepers.com Online Store. Points are awarded only for products covered by the Programme. Following a purchase, Points are credited to the Participant’s account in accordance with these Terms and Conditions. Points may be redeemed in accordance with the provisions set out below. Points cannot be exchanged for cash.

3.1.1.

Points may also be awarded for Participant activity within the 4keepers.com Online Store, including in particular:

a) product rating – 1 Point;

b) product review – 2 Points;

c) adding a photo to a product review – 3 Points;

d) order rating – 1 Point;

e) order review – 2 Points.

3.1.2.

The Organiser may offer additional discounts and bonuses (permanent or temporary) within the Programme. Their current description and terms are available at:

https://en.4keepers.com/en/about/4keepers-pro-club-30.html

In the event of any discrepancy between information published on the website and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

3.1.3.

Loyalty Points for purchases are credited 30 days after the order has been delivered to the Participant, regardless of the payment method used (including prepayment or cash on delivery), provided that no return, withdrawal from the contract, or order cancellation relating to the relevant purchase occurs during this period. In the event of a full or partial return, Points awarded for the returned products will not be credited or, if already credited, will be cancelled accordingly.

3.2.

Accrued Points may be used to purchase products available for Points in the Online Store. Points may be redeemed for products after logging into the customer account and accessing

the “4KEEPERS PRO CLUB Loyalty Programme” section under the “Products for Points” tab, as well as directly from a product page by selecting the “Buy with Points” button.

The “Buy with Points” button is available only for products where the Participant has a sufficient number of Points to complete the purchase. Upon purchasing a product with Points, the corresponding number of Points is deducted from the Participant’s Points balance and may not be reused.

Each product page displays information regarding the number of Points awarded for purchasing the product and the number of Points required to purchase that product.

3.3.

In the event of withdrawal from the contract or the return of a product purchased with Points (under the “Products for Points” or “Buy with Points” options), the Participant shall be entitled to a refund of the Points used solely by having them recredited (restored) to the Participant’s Points/CashBack balance within the Programme panel. A product purchased with Points cannot be paid for partially with Points. Refunded Points shall not be exchanged for cash or transferred in the form of a monetary payment.

3.4.

The Organiser may, in the future, introduce a validity period for Points or periodically expire unused Points. Participants will be informed in advance of the introduction of any validity period or expiry rules through a notice in the Online Store and/or within the customer account panel, indicating the effective date and detailed rules. Until such rules are introduced, Points shall remain valid in accordance with these Terms and Conditions.

3.5.

Points cannot be exchanged for cash.

3.6.

Participants are entitled to withdraw from a purchase agreement within 14 days.

3.7.

Pursuant to Section 3.4 above, Points relating to a given transaction are credited on the 30th day following completion of the sale. For the purposes of these Terms and Conditions, completion of the sale shall mean delivery of the order to the customer.

3.8.

All information regarding the Participant’s account balance and accrued Points is available after logging into the account and accessing the “4KEEPERS PRO CLUB Loyalty Programme” section within the Online Store at www.en.4keepers.com.

3.9.

In the event of the return of a product purchased in a transaction where Points were used, the Participant's account shall be recredited with the number of Points attributable to the returned product.

3.10.

If Points have been credited to or redeemed from a Participant's account in a manner inconsistent with these Terms and Conditions, the Organiser shall be entitled to cancel part or all of such Points, and the Participant shall be informed accordingly.

3.11.

The Organiser may also notify Participants by e-mail of temporary promotions available under the Programme, particularly promotions available for a very limited period of time.

3.12.

At its sole discretion and in accordance with separately specified rules, the Organiser may provide selected Participants who have consented to receive commercial communications with promotional special offers.

4. PERSONAL DATA

4.1.

Providing personal data is voluntary; however, it is necessary in order to participate in the 4KEEPERS PRO CLUB loyalty programme. Failure to provide the required data will prevent participation in the Programme.

4.2.

The Customer's personal data shall be 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 – GDPR).

The controller of the Participant's personal data is the Organiser. The Organiser may be contacted via e-mail at: info@4keepers.com.

4.3.

Participant data is collected through the electronic registration form (first name, surname, e-mail address and telephone number). The Organiser processes personal data for the following purposes:

• performance of the sales agreement, granting rewards and maintaining a user account within the 4keepers.com Online Store pursuant to Article 6(1)(b) GDPR;

• compliance with legal obligations incumbent upon the Organiser, including tax and accounting obligations pursuant to Article 6(1)(c) GDPR;

• sending commercial information regarding the Organiser's products and services by electronic means pursuant to Article 6(1)(a) GDPR (consent);

• pursuing the Organiser's legitimate interests pursuant to Article 6(1)(f) GDPR, including operating the 4KEEPERS PRO CLUB loyalty programme, pursuing or defending legal claims, conducting statistical and analytical activities, and maintaining contact with Participants.

The Organiser further informs Participants that, for marketing purposes, personal data may in certain cases be subject to profiling in order to provide tailored marketing communications. Such processing constitutes the Organiser's legitimate interest pursuant to Article 6(1)(f) GDPR.

4.4.

Participant data will not be transferred to third countries. The retention period for personal data depends on the purpose for which the data is processed. The period for which personal data is retained is determined based on applicable legal requirements, the necessity to protect the Organiser's interests, the period required for providing services and customer support, and the duration of any consent granted by the Participant.

4.5.

Participants have the right to access, update and correct their personal data. Participants may withdraw their consent to the processing of personal data at any time, request deletion of their personal data, object to processing based on the Organiser's legitimate interest, request restriction of processing, and request data portability. Withdrawal of consent shall not affect the lawfulness of processing carried out prior to such withdrawal.

4.6.

To exercise any of the above rights, the Participant should contact the Organiser using the contact details provided and specify which right they wish to exercise and to what extent.

4.7.

Participants are required to notify the Organiser of any changes to the personal data provided during registration. Failure to provide such notification shall release the Organiser from liability for delays in, or failure to, provide information regarding current promotions intended for Participants, provided that the failure relates to data necessary for delivering such information.

4.8.

Personal data may be processed by automated means, including profiling. Automated decision-making is based on analysis of user activity within the website for the purpose of personalising content and advertisements and analysing website traffic. The consequence of such processing is improved tailoring of content, advertisements, materials and recommendations to the Participant's preferences and interests.

4.9.

If a Participant believes that their personal data is being processed unlawfully, they have the right to lodge a complaint with the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych), ul. Stawki 2, Warsaw, Poland.

4.10.

Recipients of Participant data may include entities providing support services to the Organiser under data processing agreements, including legal advisers, IT service providers and marketing service providers.

5. TERMINATION OF THE PROGRAMME AND WITHDRAWAL FROM PARTICIPATION

5.1.

The Organiser reserves the right to suspend or terminate the Programme at any time, subject to respecting rights already acquired by Participants.

5.2.

In the event of suspension or termination of the Programme, the accrual of new Points shall be blocked on all Participant accounts. This shall not affect the Participant's right to redeem Points already credited to their account.

5.3.

In the event of suspension or termination of the Programme, the Organiser shall publish relevant information on www.en.4keepers.com and notify Participants by e-mail.

5.4.

The suspension or termination of the Programme shall not entitle Participants to claim the cash value of accrued Points from the Organiser.

5.5.

A Participant may withdraw from the Programme by withdrawing consent to receive commercial and marketing communications via e-mail (newsletter), which will result in no further Points being awarded for purchases.

6. COMPLAINTS PROCEDURE

6.1.

Participants are entitled to submit complaints relating to the implementation of these Terms and Conditions, in particular regarding the awarding or redemption of Points.

6.2.

Complaints must be submitted within 30 days of the occurrence giving rise to the complaint. Complaints may be sent by post, courier, delivered personally to the Organiser's registered office, or submitted by e-mail to: info@4keepers.com.

6.3.

A complaint should include the complainant's full name, e-mail address, postal address, date, description and reason for the complaint, as well as the Participant's expectations regarding resolution of the matter.

6.4.

Complaints shall be reviewed within 14 days of receipt by the Organiser. The complainant shall be informed of the outcome by e-mail.

6.5.

The rejection of a complaint or the expiry of the deadline referred to in Section 6.2 shall not prejudice the Participant's right to pursue claims before a competent court.

7. FINAL PROVISIONS

7.1.

Matters not regulated by these Terms and Conditions shall be governed by Polish law, including in particular the provisions of the Polish Civil Code of 23 April 1964, as amended.

7.2.

Any disputes arising in connection with these Terms and Conditions shall be resolved by the competent court in accordance with generally applicable laws.

7.3.

These Terms and Conditions are available to all Participants on the website www.en.4keepers.com and at the Organiser's registered office.

7.4.

Joining the Programme through the website www.en.4keepers.com constitutes acceptance of these Terms and Conditions and an undertaking to comply with them.

7.5.

The Organiser shall not be liable for the consequences of incorrect completion of the registration form by the Customer.

7.6.

These Terms and Conditions shall enter into force on 1 January 2025.