

**REGULATIONS FOR THE LOYALTY PROGRAM
B Club**

§ 1.

General provisions

1. These Regulations (hereinafter: "**Regulations**") set out the terms and conditions for participation in a promotional program for Berries&Co Customers called "B Club" (hereinafter: "**Promotional Program**").
2. The organizers of the Promotional Program are:
 - 1) Sandra Sienkiewicz, conducting business activity under the business name Sandra Sienkiewicz – partner in the civil law partnership "Berries&Co. Spółka Cywilna" (permanent business address: ul. Ludwika Rydygiera 11 lok. 214, 01-793 Warszawa), registered in the Central Register of Information on Business Activity kept by the minister responsible for economy, holding NIP number: 7792352295, REGON number: 142507460 and
 - 2) Sarah Kisielewska-Falkowska, conducting business activity under the business name Sarah Kisielewska-Falkowska – partner in the civil law partnership "Berries&Co. Spółka Cywilna" (permanent business address: ul. Jana Karola Chodkiewicza 10 lok. 63, 02-593 Warszawa), registered in the Central Register of Information on Business Activity kept by the minister responsible for economy, holding NIP number: 5482456993, REGON number: 147046985,
- running jointly the business activity within the framework of a civil law partnership under the business name "Berries&Co. Spółka Cywilna" (address of the civil law partnership: ul. Zelwerowicza 44, 02-928 Warszawa), registered in the Central Register of Information on Business Activity kept by the minister responsible for economy, holding NIP number 7010517464, REGON number 362910109 (hereinafter: "**Organizer**").
3. Contact with the Organizer is possible through:
 - 1) email – at: shop@berriesandco.pl;
 - 2) regular mail – at the address: ul. Zelwerowicza 44, 02-928 Warszawa, Poland
 - 3) telephone – at +48 881 027 928.
4. In order to participate in the Promotional Program, you must first read and accept the Regulations.
5. Participants' personal data is processed under the terms of the Privacy Policy.

§ 2.

Definitions

1. Capitalized terms used in the Regulations, which are not otherwise defined in the body of the Regulations, shall have the following meanings:
 - 1) **Berries** – points which are collected by the Participants within the Promotional Program by making purchases in the Organizer's store and achieving other goals specified by the Organizer, which then entitle you to obtain a discount in the Organizer's store in accordance with the provisions of these Regulations;
 - 2) **Regulations of the Organizer's Store** – regulations specifying the terms and conditions of use of the Organizer's Store, available at [<https://berriesandco.pl/pages/regulamin>];
 - 3) **Organizer's Store** – the online store operated by the Organizer at: www.berriesandco.pl;
 - 4) **Participant** – a person who has met the conditions for participation in the Promotional Program specified in the Regulations or has taken steps to meet them.
2. Capitalized terms used in the Regulations that are not defined in section 1 above or in the body of the Regulations shall have the meaning given to them in the Regulations of the Organizer's Store.
3. In matters not regulated in the Regulations, the provisions of the Regulations of the Organizer's Store shall apply.

§ 3.

Participation in the Program

1. The Promotional Program runs from 11 September 2023, 0:00 a.m. until further notice.
2. Participation in the Promotional Program is voluntary.
3. The Organizer does not charge Participants any fees for participating in the Promotional Program.
4. The Promotional Program can only be used by Participants with an Account.
5. A Participant may only be a natural person with full legal capacity and who is a Consumer.
6. In order to participate in the Promotional Program, the Participant should do the following during the Promotional Program period:
 - 1) create an Account in the Organizer's Store;
 - 2) check the checkbox next to the statement about reading the Regulations, the Organizer's Shop Regulations and the Privacy Policy and accepting their provisions;
 - 3) make a purchase at the Organizer's Store and/or achieve any other goal specified in § 4(2) below (table).
7. Customers making purchases in the Organizer's Store without creating an Account are not included in the Promotional Program.

§ 4.

Rules of the Promotional Program

1. The Promotional Program allows Participants who purchase Goods offered by the Organizer's Store, to obtain and collect Berries.
2. Berries can be exchanged for discounts at the Organizer's Store in accordance with the Regulations. Each 100 Berries obtained by the Participant is subject to exchange for a discount to be used in the Organizer's Store in the amount of PLN 5.00.
3. The Participant receives Berries by making purchases at the Organizer's Store – except for the purchase of products excluded from the Promotional Program – and by achieving certain goals specified by the Organizer, according to the following conversion rate:

EVENT	NUMBER OF BERRIES
each PLN 1.00 spent in the Organizer's Store	1 Berry
creating an account in the Organizer's Store	25 Berries
Participant's birthday	100 Berries
subscribing to the newsletter	100 Berries
anniversary of acquaintance with B Club	100 Berries
third purchase	200 Berries
each PLN 1,000.00 spent in the Organizer's Store (regardless of berries for each PLN 1.00)	additional 100 Berries

4. In the case of Berries received in exchange for monies spent in the Organizer's Store as part of purchases made by the Participant, Berries are awarded only for purchases made by Consumers.
5. In the case of Berries received in exchange for monies spent in the Organizer's Store as part of purchases made by the Participant, Berries are only awarded for each full 1 zloty (PLN 1.00) spent during purchases. No part of the zloty (PLN 1.00) spent shall be credited, and in such a case the gross amount rounded down to the nearest full zloty shall be the basis for calculation.
6. In the case of discounted products, Berries are awarded only for the amount actually paid by the Customer (price after discount).

7. The Organizer may also award Berries for other activities performed by Participants in the Organizer's Store which are not purchases.
8. Berries are awarded to the Participant automatically, no later than within 30 days of meeting the condition for their award specified in the Regulations.
9. The Participant's Berry balance is visible in the Account and is updated automatically.
10. Berries cannot be exchanged for money. Berries are not electronic money.
11. Berries are assigned to a specific Account and cannot be transferred to another Promotional Program Participant.
12. A Participant may not transfer Berries to a third party.
13. In the event that, after the purchase of Goods, the Participant exercises their right to withdraw from the Sales Agreement for those Goods, the Berries awarded in connection with that purchase shall be subject to cancellation.
14. The Participant can exchange the obtained Berries for a discount that can be used in the Organizer's Store.
15. The exchange of obtained Berries for a discount is done via the Account. After the exchange, the Participant's Berry balance will be reduced accordingly by the number of Berries exchanged for the discount.
16. The exchange of collected Berries for a discount can be made only when shopping at the Organizer's Store.
17. The Organizer may from time to time award Berries for activities or actions other than those specified in § 4(3) above (table), and may also apply special rules for awarding Berries, including for certain products or product groups.
18. The Organizer may carry out periodic point promotions, consisting in particular in the fact that for purchases of certain goods or for purchases made within a certain period of time, the Participant is entitled to a number of Berries which is higher than in the case of the standard point conversion rate specified in § 4(3) above (table).
19. The Organizer shall not be liable for the consequences of the use of the discount obtained from the Berries by an unauthorized person who came into possession of them for reasons beyond the Organizer's control.

§ 5.

Violations and abuses by the Participant

1. In the event that the Participant is found to have committed any violation of the Regulations or the Regulations of the Organizer's Store, or if a reasonable suspicion arises that the Participant has obtained Berries or other benefits in the Promotional Program in an unauthorized manner, the Organizer is entitled to suspend participation in the Promotional Program or refuse to use the Berries collected by the Participant.
2. Participation in the Promotional Program shall be suspended for the time necessary to clarify the doubts which have arisen, but not longer than 30 days.
3. During the suspension of participation, the Participant may not receive or exchange Berries for discounts or otherwise obtain benefits under the Promotional Program.
4. After clarifying the doubts that have arisen, the Organizer – depending on the findings of the investigation – may:
 - 1) unblock the Participant's participation in the Promotional Program and, if the suspicion of abuse on the part of the Participant proved unfounded, award additional Berries as compensation;
 - 2) unblock the Participant's participation in the Promotional Program with the information that further abuse may result in immediate exclusion of the Participant from the Promotional Program. In such a case, if the investigation reveals that the Participant's abuse resulted in the accrual of undue Berries or the obtaining of other benefits by the Participant, the Organizer shall, when unblocking the Participant's participation, deduct the undue Berries or other benefits thus obtained;

- 3) exclude the Participant from the Promotional Program with immediate effect by informing the Participant of the reason for exclusion.

§ 6.

Withdrawal from the Promotional Program

1. The Participant may cancel their participation in the Promotional Program (terminate the agreement for participation in the Program) at any time, without having to provide a reason. For this purpose, the Participant may delete their Customer Account or contact the Organizer.
2. Withdrawal from the Promotional Program is equivalent to deletion of the Account. The Organizer reserves the right to verify the identity of the Customer requesting the deletion of their Account.
3. Detailed provisions regarding the Account are available in the Regulations of the Organizer's Store.
4. Withdrawal from the Promotional Program is equivalent to the Participant forfeiting all Berries not used up to the time of withdrawal from the Promotional Program.

§ 7.

Complaints

1. If the Participant notices irregularities regarding the Promotional Program, they may file a complaint.
2. Complaints can only be made during the period of the Promotional Program and within 7 (seven) days of its end.
3. Complaints can only be submitted by email, at: shop@berriesandco.pl.
4. A complaint should include:
 - 1) first and last name of the Participant;
 - 2) email address of the Participant;
 - 3) a detailed description of the incident giving rise to the complaint;
 - 4) claim request.
5. Complaints that do not meet the requirements specified in section 4 above shall not be considered by the Organizer.
6. The Organizer shall consider the complaint within 14 (fourteen) days of the date of its receipt.
7. Complaints shall be considered on the basis of the provisions of the Regulations and provisions of generally applicable law.
8. The decision on the complaint shall be sent by the Organizer to the email address specified by the Participant in the complaint.
9. The Organizer's decision on the complaint is final and cannot be appealed.

§ 8.

Dispute resolution

1. The Participant may use out-of-court means of handling complaints and claims.
2. Detailed information on the possibility for the Participant to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of:
 - 1) district (city) consumer ombudsmen and community organizations whose statutory tasks include consumer protection;
 - 2) Provincial Trade Inspection Inspectorates;
 - 3) Office of Competition and Consumer Protection.
3. The Participant may also use the online dispute resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.
4. The Organizer informs that, unless such an obligation arises from mandatory provisions of law, the Organizer does not use out-of-court means of pursuing claims (out-of-court dispute resolution). In addition, the Organizer does not undertake to use the ODR platform referred to in section 3 above.

§ 9.

Amendment of the Regulations

1. The Organizer may amend the Regulations in the event of:
 - 1) a change in the object of the Organizer's business;
 - 2) legal obligation to make changes, including the obligation to adapt the Regulations to the current state of law;
 - 3) preventing violations of the Regulations or preventing abuse;
 - 4) removal of ambiguities or doubts of interpretation regarding the content of the Regulations;
 - 5) expanding the Promotional Program to new communication platforms;
 - 6) changes in the accession of Participants to the Promotional Program;
 - 7) the Organizer's decision to introduce more favorable conditions for Participants to participate in the Promotional Program.
2. An amendment to the Regulations may not result in the introduction of less favorable terms and conditions for Participants to participate in the Promotional Program.
3. The Organizer shall inform about the change of the Regulations by making the amended version of the Regulations available on the Website and by sending the amended version of the Regulations to the Participants via email.
4. A Participant who does not agree with the change to the Regulations may, within 7 (seven) days of receiving the amended version of the Regulations, resign from participation in the Promotional Program in the manner indicated in § 6 of the Regulations.

§ 10.

Termination of the Promotional Program

1. The Organizer may terminate the Promotional Program at any time for an important reason, such as:
 - 1) a change in generally applicable laws directly affecting the Promotional Program and resulting in the need to terminate it;
 - 2) economic unviability of the Program;
 - 3) issuance of a ruling or decision by a court or authorized public authority concerning the Program and resulting in the need to terminate it;
 - 4) introduction of other forms of promotional and marketing activities concerning the Organizer or the Organizer's Store in place of the Program.
2. The Organizer shall notify the Participants of the termination of the Promotional Program with an indication of the date of termination of the Promotional Program, which date shall not be earlier than 14 (thirty) days after the date of sending the notice of termination of the Promotional Program.
3. Upon termination of the Promotional Program, the Organizer shall stop awarding Berries.
4. The Participant may use the Berries accumulated up to the date of termination of the Promotional Program for another 2 months from the date of termination of the Promotional Program. After the expiration of the deadline referred to in the preceding sentence, the Berries unused by the Participant shall be forfeited.

§ 11.

Final Provisions

1. The governing law for the Regulations is Polish law.
2. The Regulations are effective as of 11 September 2023