

Regulations of promotional actions organised within the framework of the Internet Service "Kryptoznaczek"

Chapter 1

General provisions

§ 1. 1 The Regulations define the general terms, conditions, scope and complaint procedure of the Promotional Actions, the rights of the User, as well as the obligations of the Organiser.

(2) Detailed rules concerning particular Promotional Actions are defined in the rules of conducting a given Promotional Action determined individually and each time for a given action. The aforementioned rules will be published each time before the beginning of the Promotion Campaign on the website: nft.poczta-polska.pl.

(3) Promotional actions can also be announced via social media.

Terms used in the Regulations shall mean:

- 1) Promotional Actions - any promotional actions organised within the framework of the "Kryptoznaczek" Internet Service, the detailed terms and conditions of which are defined each time in a separate document placed on the nft.poczta-polska.pl website;
- 2) Registration Form - a form filled in by the User in the procedure of creating a User Account;
- 3) Consumer - a person referred to in Article 221 of the Civil Code, i.e. a natural person making a legal transaction with an entrepreneur which is not directly connected with his/her economic or professional activity;
- 4) User Account - an entry existing in the Website database, confirming the fact of being a User, which results, inter alia, in the possibility of accessing Services available to Users;
- 5) Newsletter - an information brochure concerning commercial information about postal products and services, as well as other services and products of the Organiser, including promotions or novelties;
- 6) Organiser - Poczta Polska S.A., with its registered office in Warsaw at 8 Rodziny Hiszpańskich Street, entered into 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, under KRS number 0000334972, share capital PLN 964,140,000 fully paid up, NIP 5250007313, REGON 010684960;

7) Wallet - a MATIC cryptocurrency-powered browser wallet designed in particular to handle NFT Tokens, enabling them to be sent and received, provided by third-party providers;

8) Terms and Conditions - these Regulations of the Promotional Action established pursuant to Article 8(1)(1) of the Act of 18 July 2002 on the provision of services by electronic means;

9) Website - the Internet service operated by the Organiser on the Organiser's dedicated website enabling Users to use the Services;

10) Agreement - an agreement, concluded for an indefinite period of time, the subject of which is the provision of Services electronically by the Organiser to the Users;

11) Services - all services provided electronically by the Organiser to the Users as part of the Internet Service connected with the organisation of the Promotion Campaign;

12) User - a natural person of full legal age, a legal person or an organisational unit without legal personality, to whom the Act grants legal capacity, meeting the terms of the Regulations, who by visiting the Internet Service and accepting the Regulations gained access to Services provided electronically by the Organiser within the Internet Service, for whom a User Account was created.

Chapter 2

Terms and conditions of the Promotion Campaign

§ 2. 1 The Organiser of the Promotional Campaign is Poczta Polska S.A., with its registered office in Warsaw.

(2) The Promotional Campaign shall be carried out on the territory of the Republic of Poland on the Internet Site located on the dedicated website of the Organiser.

In order to correctly display the Website, it is recommended to use one of the commonly available web browsers in the version providing the current support of the producer with JavaScript enabled. 4.

(4) Promotional Campaigns are announced on the Website and through other information channels.

(5) The subject of a Promotional Campaign is specified each time in a separate document setting forth the terms and conditions of a given Promotional Campaign.

(6) The duration of the Promotional Action will be specified each time on the Website.

(7) The User participating in the Promotional Campaign guarantees that he/she is not affiliated with a person or entity subject to sanctions, included on the sanctions list by the Minister of Internal Affairs and Administration, and that he/she is not included on the list of persons and entities subject to sanctions by the European Union against Russia in connection with the attack on Ukraine.

(8) If, as part of a given Promotional Action, the object is to provide the User with a given Asset, then the Organiser assumes responsibility for the fact that the Asset provided to the User will be free from defects. The Organiser is liable under the warranty for defects that existed at the time of delivery of the Asset or arose from a cause inherent in the Asset. Upon receipt of the Asset, the User acquires ownership of the Asset.

(9) If, within the framework of a given Promotional Action, the subject is the transfer of a given Asset to the User, the Asset received by the User within the framework of the Promotional Action is not subject to payment in money.

(10) Promotional Actions may concern the transfer of more than one Asset.

(11) Participation in the Promotional Campaign is voluntary and free of charge.

(12) Each Promotional Campaign cannot be combined with other Promotional Campaigns organised by the Organiser, unless the terms of a given Promotional Campaign provide otherwise.

(13) The User may take part in a given Promotional Campaign only once during its validity period, unless the terms of a given Promotional Campaign provide otherwise.

Chapter 3

Withdrawal from the Agreement and Newsletter cancellation

§ 3 If a given Promotional Action is related to Newsletter use, the following provisions shall apply:

- 1) The User shall have the right to withdraw from the concluded Agreement without giving any reason. The Agreement which has been withdrawn shall be deemed not to have been concluded;
- 2) in the event of the intention to withdraw from the Contract, the User shall submit a declaration of withdrawal in documentary form to the e-mail address biuro.filatelistyka@poczta-polska.pl and send it to the Organiser within 14 days from the date of setting up the User Account. Sending the declaration before the deadline is sufficient to meet the deadline. For this purpose, the User has the right to use the form of withdrawal from the Agreement, which is attached to the Regulations and available on the Website;
- 3) in the event that the User submits a declaration of withdrawal from the Agreement, the Organiser shall delete the User's Account immediately upon its receipt;

- 4) Pursuant to Article 38(13) of the Act of 30 May 2014 on Consumer Rights, the right to withdraw from the Agreement is not granted to the consumer in respect of the Agreements for the purchase of the Assets made available as part of this Promotional Action;
- 5) Notwithstanding the right of withdrawal from the Contract, the User has the right to opt out of receiving the Newsletter from the Organiser at any time;
- 6) from the moment of resignation from the Newsletter, another Newsletter will not be sent to the User. The User shall retain the rights to the acquired Assets and the right to use the User Account;
- 7) in the event that the User intends to resign from the Newsletter, the User shall submit a relevant declaration in documentary form during the term of the Agreement, to the email address biuro.filatelistyka@poczta-polska.pl and send it to the Organiser. The User has the right to use a form for this purpose, which is an appendix to the Terms and Conditions and available on the Website;
- 8) at any time the User may terminate the Agreement concerning the maintenance of the User Account. The effect of termination of the Agreement in this manner is the inability to view the content of the Account. The User shall retain the rights to the acquired Assets despite the termination of the Agreement;
- 9) If the User intends to terminate the Agreement, the User shall, during the term of the Agreement, send a declaration to the Organiser in documentary form to the e-mail address biuro.filatelistyka@poczta-polska.pl . The User has the right to use the form for this purpose, which is attached to the Terms and Conditions and available on the Website.

Chapter 4

Complaints

§ 4. If the subject of a given Promotional Action is the transfer of a given Asset to the User, then the following provisions determining the complaint of the Asset apply:

- 1) The User has the right to make a complaint regarding the functioning of the Online Service and regarding the non-compliance of the Asset with the Agreement. A complaint on this account is submitted by the User in documentary form to biuro.filatelistyka@poczta-polska.pl (with regard to non-compliance of the Asset with the Agreement within 2 years from the date of its delivery to the User). The complaint may contain one of the demands: removal of the defect, replacement of the Assets with defect-free Assets or a declaration on withdrawal from the Agreement;
- 2) The complaint should contain primarily the following data: name, surname, correspondence address, e-mail address, as well as the subject of the complaint and an indication of the circumstances justifying the complaint;

- 3) if the complaint does not contain the data specified in item 2 above or contains incomplete, erroneous or false data, the Organiser shall call for the missing data to be supplemented within 7 days, and the time for considering the complaint shall be prolonged by the time necessary to supplement the missing data;
- 4) Complaints on the basis of which it will not be possible to identify the sender will be left without consideration;
- 5) a correctly submitted complaint will be considered within 14 days of its submission.

Chapter 5

Personal data

§ 5. 1 The administrator of Users' personal data is Poczta Polska S.A.

with its registered office in Warsaw at 8 Rodziny Hiszpańskich Street, 00 - 940 Warsaw.

(2) Contact with the Data Protection Supervisor: Data Protection Inspector Poczta Polska S.A., 8 Rodziny Hiszpańskich Street, 00-940 Warsaw, e-mail: inspektorodo@poczta-polska.pl.

(3) The personal data provided by the User, to the extent indicated in the content of these Terms and Conditions, shall be processed on the basis of, respectively, Article 6(1)(a) or Article 6(1)(b) or Article 6(1)(f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016. on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) for the purpose of performing the Agreements, making the User Account available and providing other Services provided for in the Regulations to the Users, including the Newsletter service, and thus sending advertisements and commercial information about postal products and services, as well as other services and products of Poczta Polska S.A, including about promotions or news by means of electronic communication, as well as for the purpose of handling complaints and investigation and defence against claims.

(4) Personal data will be stored respectively, depending on the purpose of processing, until the withdrawal of consent and resignation from the Newsletter or until the withdrawal from the Agreement, provided that personal data may be stored longer until the expiry of the period of limitation of claims for Services provided under the Terms and Conditions.

(5) Provision of data is voluntary, but necessary to receive the Newsletter and use other Services specified in the Terms and Conditions.

(6) The User has the right to lodge a complaint to the supervisory authority, which is the President of the Office for Personal Data Protection.

(7) The User has the right to access his/her personal data, to rectify, delete or restrict their processing, to lodge an objection, to withdraw consent at any time without affecting the legality of the processing performed on the basis of consent before its withdrawal. The withdrawal of consent can be done by sending a statement to the e-mail address biuro.filatelistyka@poczta-polska.pl or in writing to the address of the Provider's registered office, i.e. Poczta Polska S.A., 8 Rodziny Hiszpańskich Street, 00-940 Warsaw.

(8) The recipient of the User's data shall be GetResponse S.A. with its registered office in Gdańsk (Processor), the Newsletter service provider, under a data processing outsourcing agreement.

(9) Personal data may be transferred to a third country in connection with the processor's use of solutions provided by entities established in third countries on the basis of standard data protection clauses adopted by the European Commission.

Chapter 6

Final provisions

§ 6. 1. Terms and conditions of the Promotion are available on the Website.

(2) Pursuant to the rules stipulated by law, the Organiser reserves the right to cancel a given Promotional Campaign at any time, without stating the reason. Information about the cancellation of a given Promotional Campaign will be announced on the Website 5 days before its termination. 3.

(3) The Organiser reserves the right to change a given Promotional Campaign in the event of changes in the applicable legislation regulating a given Promotional Campaign.

(4) In the event of an amendment to the Regulations of the Promotional Action, the Organiser will make the consolidated text of the Regulations of the Promotional Action available through its publication on the Website. Amendments to the Regulations of the Promotional Campaign shall be valid from the moment they are clearly indicated and posted on the Website.

(5) In the event of discrepancies between the terms and conditions of a given Promotional Action and the provisions of these Regulations, the provisions of the Promotional Action Regulations shall prevail.

Director of the International Cooperation and Philately Office

proper signature on original

to the Rules of Promotional Actions organised within the framework of the "Kryptoznaczek" Internet Service

WITHDRAWAL FORM *

Addressee:

Poczta Polska S.A.

ul. Rodziny Hiszpańskich 8,

00-940 Warsaw

e-mail: biuro.filatelistyka@poczta-polska.pl

I/We hereby give notice of my/our withdrawal from the Agreement.

Date of conclusion of the contract:

User data:

name / company name:

address:

Signature / Name:

Date:

*According to Article 38 (13) of the Consumer Rights Act of 30 May 2014, the consumer is not entitled to withdraw from the Contract with regard to the Contracts for the purchase of Tokens.

