

Please notice, that this is not official text of Lottery Regulations.

Lottery is exercised jointly with generally applicable law in Republic of Poland and official language of Regulations is Polish. This is a translation of official document. In case of any discrepancies between Polish and English version of the Regulations – Polish version shall prevail.

Organiser shall not be liable for any misconception, misreading or loss in translation. Each Participant is eligible to ask FM World to provide explanation pertaining stipulations of Regulations hereto.

**Lottery Regulations**  
**2<sup>nd</sup> Global Networking Contest**

**§ 1**

**Definitions**

1. The terms used in these Regulations have the following meanings:
  - 1) **FM World, Administrator** – FM WORLD spółka z ograniczoną odpowiedzialnością (limited liability company) with the registered seat in Wrocław, Poland, at 247 Żmigrodzka street, 51-129 Wrocław incorporated in the National Court Register of Entrepreneurs run for District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under number KRS: 0000411446, TIN: 8952010760, with share capital of company in amount of 182.900,00 złotych,
  - 2) **FM WORLD POLSKA** – FM GROUP POLSKA spółka z ograniczoną odpowiedzialnością (limited liability company) with the registered seat in Wrocław, Poland, at 247 Żmigrodzka street, 51-129 Wrocław incorporated in the National Court Register of Entrepreneurs run for District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under number KRS: 0000763677; NIP: 8952199148; with the share capital of PLN 70,000.00;
  - 3) **FM LEX** - FM LEX spółka z ograniczoną odpowiedzialnością (limited liability company) with the registered seat in Wrocław, Poland, at 247 Żmigrodzka street, 51-129 Wrocław incorporated in the National Court Register of Entrepreneurs run for District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under number KRS: 0000697538, NIP: 7252230128, REGON: 36842099, with the share capital of PLN 100,000.00;
  - 4) **FM Group Mobile** - FM Group Mobile spółka z ograniczoną odpowiedzialnością (limited liability company) with the registered seat in Wrocław, Poland, at 247 Żmigrodzka street, 51-129 Wrocław incorporated in the National Court Register of Entrepreneurs run for District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under number KRS: 0000285976, NIP: 895-188-78-63; share capital of PLN 50,000.00;
  - 5) **FM WORLD Club (FM WORLD Network, Network)** – all Business Partners;

- 6) **Code of Ethics** – a document which sets, among other things, ethical standards of conduct for Business Partners;
  - 7) **Lottery** – 2<sup>nd</sup> Global Networking Contest Lottery organised by FM World,
  - 8) **Prize** – prizes awarded to Participants jointly with Regulations hereto,
  - 9) **FM WORLD BRANCH (Branch)** – an entity other than FM World Polska that runs a business which involves direct sales of FM WORLD Products in the MLM system and the provision of services under a franchise agreement with FM WORLD;
  - 10) **Organiser** – the Organizer of the Lottery is FM World.
  - 11) **Business Partner** – a natural person, a legal person, an organisational unit without legal personality having a legal capacity under separate regulations, which has concluded with a FM World Polska or FM WORLD Branch a FM WORLD CLUB membership agreement;
  - 12) **Marketing Plan** – a set of principles specifying, among other things, conditions necessary for Business Partners to achieve a given Level of Effectiveness and calculate Remuneration or Trade Discount for achieving a given Level of Effectiveness;
  - 13) **FM WORLD Products (Products)** – products traded under the FM WORLD Mark, and in case of Business Partners participating in the Sales Network organised by FM WORLD POLAND also Telephone Goods and services provided by FM LEX,
  - 14) **Own Points** – Points obtained by the Business Partner for purchasing FM WORLD Products directly from the Branch, and in the case of a Business Partner participating in the Sales Network organised by FM WORLD POLSKA also for purchasing FM GROUP Telephony Services from FM GROUP Mobile and purchasing accounting services from FM LEX; The rules of acquiring Own Points are regulated by separate regulations available at FM WORLD POLSKA or the Branch to which the Business Partner belongs, and in case of Business Partners participating in the Sales Network organised by FM WORLD POLSKA also at FM Group Mobile and FM Lex;
  - 15) **Regulations** – these rules of participation in the Lottery
  - 16) **FM World Club Regulations** – regulations, which specify the rules of participation of a Business Partner in FM World Club,
  - 17) **Telephone Goods** – FM WORLD products such as telephone SIM cards, cards or codes for prepaid telecommunications services, telephones, telephone accessories and other goods related to the provision and use of telephone services provided by FM Group Mobile;
  - 18) **Participant** - a Business Partner who has acquired the right to take part in the Lottery jointly with the Regulations;
  - 19) **Agreement, Partnership Agreement, Distributor Agreement** – agreement on participation in FM World Club concluded between the Business Partner and FM WORLD POLAND or Branch.
2. The other terms used in these Regulations should be understood in accordance with the meaning given to them in the Partnership Agreement or in the FM WORLD Club Regulations, Marketing Plan or Code of Ethics.
  3. The lottery is conducted on the basis of a permit issued by the Director of the Fiscal Administration Chamber in Wrocław, taking into account the provisions of the Gambling Act of 19<sup>th</sup> of November 2009 (Dz.U.2019.847 t.j. of 2019.05.08).

## § 2

### Main Rules of Lottery

1. The Lottery will take place between 1<sup>st</sup> of March – 19<sup>th</sup> of October 2021 year (taking into account the period necessary to carry out a possible complaint procedure).

2. The Lottery is exclusively for Business Partners, with the exception of Conditional Partners - within the meaning of FM World Club Regulations. Each Business Partner who shall meet the requirements of Regulations hereto may become Lottery's Participant.
3. Lottery is divided into 6 monthly stages (from march to august 2021 year).
4. Business Partner may become Participant by acquiring in each month at least 300 Own Points for purchase of FM World Products.
5. For each 300 Own Points (accrued by Business Partner in compliance with FM World Club Rules and Marketing Plan), Participant will be awarded one chance in this month. In order to participate in the lottery in one month, at least one chance must be awarded. During the monthly lottery no more than 20 chances may awarded.
6. Chances awarded in individual months will be included in the lottery drawing pool for that calendar month and will not be entered in the lottery for another lottery month.
7. The main prizes referred to in § 4 section 1 letter (g) will be drawn from among all the chances awarded to the Participants throughout the lottery. In order to take part in the draw of the prizes referred to in the preceding sentence, the Participant must obtain at least 3 chances throughout the whole lottery. In the course of a prize draw referred to in the first sentence of this section the Participant may not be awarded more than 20 chances.
8. Business Partner's consent to participate in the Lottery, in particular by joining it, is tantamount to agreeing on provisions of Regulations, as well as the Business Partner's undertaking to comply with the provisions of the Regulations.
9. By entering the Lottery, the Participant declares that one has learned and understood the contents of the Regulations of FM WORLD Club, Marketing Plan and Code of Ethics of FM WORLD Club.
10. FM World, FM WORLD POLSKA or Branch may exclude a Participant from participation in the Lottery, if the Participant has violated the Regulations of FM WORLD Club, the Code of Ethics, the Marketing Plan or other rules binding within the legal relationship connecting the Business Partner with the Branch or FM WORLD POLSKA, or by one's actions has exposed or could have exposed FM WORLD, FM World Polska, Branch, FM Group Mobile or FM LEX to any damages or liabilities.
11. The Organiser reserves the right to exclude from participation in the Lottery a Participant who provides or uses false personal data or otherwise misrepresents or aims to mislead the Organiser, FM WORLD POLAND or Branch.
12. Until 28<sup>th</sup> of February 2021, the Participant has the right to report to the Organizer information concerning his resignation from participation in the Lottery. The information may be submitted in writing to the Organiser's address or via e-mail to [gnc@fmworld.com](mailto:gnc@fmworld.com) . Withdrawal from participation in the Lottery by the Participant shall be tantamount to the fact that in such a situation the Business Partner shall not be entitled to any claims against the Organiser, FM WORLD POLSKA or the Branch, including in particular those concerning the receipt of the Prize or receiving any compensation or equivalent of the Prize or own points purchased by him.

### **§ 3**

#### **Terms and manner of draws**

1. The Organizer will conduct a prize drawings on the following dates:
  - a. April 15, 2021 (prize drawing for participation in the lottery in the month of March 2021),
  - b. May 14, 2021 (prize drawing for participation in the lottery in the month of April 2021),
  - c. June 15, 2021 (prize drawing for participation in the lottery in the month of May 2021),
  - d. July 15, 2021 (prize drawing for participation in the lottery in the month of June 2021),
  - e. August 16, 2021 (prize drawing for participation in the lottery during the month of July 2021),

- f. September 18, 2021 (prize drawing for participation in the lottery in the month of August 2021 and prizes indicated in § 4 sec. 1 letter (g)),
2. The lottery referred to in sect. 1 letters (a) - (f) (with the exception of the prize draw referred to in § 4 sect. 1 letter (g)) will take place in the FM World's head office (ul. Żmigrodzka 247, 51-129 Wrocław). The lottery referred to in sect. 1 letter (f) for the prizes indicated in § 4 sect. 1 letter (g) will take place at the Arterion Movie Studio (address: Pomorska 69/71 90-224 Łódź).
3. The lotteries indicated in sect. 1 letters (a) - (f) (except for the drawing of prizes indicated in § 4 sect. 1 letter (g)) shall be held using a drawing device, within the meaning of the provisions of the Gambling Act of 19<sup>th</sup> of November 2009 (Dz.U.2019.847 t.j. of 2019.05.08). The chance winning particular Prize shall not return to the pool of further draws.
4. The lottery indicated in sect. 1 letter(f) (with respect to prizes indicated in § 4 sect. 1 letter (g)) shall be held by placing the Participants' chances in the number resulting from § 2 sect. 7 (fixed by placing the Partner Number of a given Participant on a piece of paper in such a way that this Partner Number cannot be suspected before it is drawn) in a container. Each chance will be recorded on a separate sheet. Drawing will take place by hand by drawing a chance belonging to a given Participant who will be awarded the Prize. The winning chance for particular Prize does not return to the pool of further drawing.
5. The Prizes will be drawn one at a time in the following order:
  - a. Prizes specified in § 4 sect. 1 letter (a) - in the first place perfumes, until the pool of this Prize is exhausted, and then a passenger car,
  - b. Prizes specified in § 4 sect. 1 letter (b) - first perfume, until the Prize pool is exhausted, and then a passenger car,
  - c. Prizes specified in § 4 sect. 1 letter (c) - first dietary supplements until the Prize pool is exhausted, and then a passenger car,
  - d. Prizes specified in § 4 sect. 1 letter (d) - first the grooming sets, until the Prize pool is exhausted, and then a passenger car,
  - e. Prizes specified in § 4 sect. 1 letter (e) - first dietary supplements until the Prize pool is exhausted, and then a passenger car,
  - f. Prizes specified in § 4 sec.1 letter (f) (except the main prizes) - first dietary supplements until the Prize pool is exhausted, and then a passenger car,
  - g. The Prizes specified in § 4 sect. 1 letter (g) (the main prizes) - passenger cars in the order specified in § 4 sect. 1 letter (g).
6. A Participant can win more than one Prize (a given chance from the pool wins).
7. After the drawing of a particular Prize, a certificate will be drawn up stating that the chance belonging to a particular Participant has won a particular Prize (hereinafter referred to as the **Certificate**), however, only for Prizes which value is at least 2,280.00 PLN.
8. Subject to sect. 7, the Certificate shall constitute the basis for the Organiser's release of the Prize to the Participant. The Certificate may not be transferred to any third party.
9. The course of the draw can be transmitted via ICT devices.
10. The results of the lottery will be published on the [www.fmworld.com](http://www.fmworld.com) website within 7 days from the date of the individual draws (indicated in section 1). Additionally the Prize winner will be informed via electronic correspondence about the fact of winning the Prize together with the transmission of a scan of the Certificate.
11. In order to ensure the proper conduct of the Lottery, the Organizer has established an internal Commission consisting of a person who has received training in the scope of the Gambling Regulations and the regulations of the organized games to the extent necessary to perform activities related to the supervision and conduct of games within the meaning of the Gambling Act of 19<sup>th</sup> of November 2009 (Dz.U.2019.847 t.j. of 2019.05.08).

## § 4

### Prizes and issue of Prizes

1. FM WORLD provides the following prizes for Lottery Participants:
  - a. within the framework of the draw referred to in § 3 sect. 1 letter (a):
    - i. 3.334 pieces of Pure Royal perfume (50 ml) of the value of PLN 65.00 GROSS each and a cash prize of PLN 7.22 for each piece of perfume, subject to § 5,
    - ii. a Mitsubishi passenger car, model Space Star, worth 52,390.00 PLN GROSS and a cash prize of 5,820.53 PLN, subject to § 5,
  - b. within the framework of the draw referred to in § 3 sect. 1 letter (b):
    - i. 1,667 pieces of Utique perfume (100 ml) of the value of PLN 250.00 GROSS each and a cash prize of PLN 27.78 for each piece of perfume, subject to § 5,
    - ii. a Mitsubishi passenger car, model Space Star, worth 52,390.00 PLN GROSS and a cash prize of 5,820.53 PLN, subject to § 5,
  - c. Within the framework of the draw referred to in § 3 sect. 1 letter (c):
    - i. 1,667 pieces of Magnesium 24h Triplex Power dietary supplements of the value of PLN 200.00 GROSS each, and a cash prize of PLN 22.22 for each dietary supplement, subject to § 5,
    - ii. a Mitsubishi passenger car, model Space Star, worth 52,390.00 PLN GROSS and a cash prize of 5,820.53 PLN, subject to § 5,
  - d. Within the framework of the draw referred to in § 3 sect. 1 letter (d):
    - i. 1,667 pieces of Hairlab care sets (shampoo and anti-dandruff elixir) worth PLN 216.00 GROSS each and a cash prize of PLN 24.00 for each set, subject to § 5,
    - ii. a Mitsubishi passenger car, model Space Star, worth 52,390.00 PLN GROSS and a cash prize of 5,820.53 PLN, subject to § 5,
  - e. Within the framework of the draw referred to in § 3 sect. 1 letter (e):
    - i. 1,667 pieces of Collagen Pro Flex Strength System dietary supplements of the value of PLN 200.00 GROSS each, and a cash prize of PLN 22.22 for each piece of the dietary supplements, subject to § 5,
    - ii. a Mitsubishi passenger car, model Space Star, worth 52,390.00 PLN GROSS and a cash prize of 5,820.53 PLN, subject to § 5,
  - f. Within the framework of the draw referred to in § 3 sect. 1 letter (f) - apart from the main prizes specified in letter (g):
    - i. 1,667 pieces of Colostrum Extra Immunity dietary supplements of the value of PLN 200.00 GROSS each, and a cash prize of PLN 22.22 for each piece of dietary supplements, subject to § 5,
    - ii. a Mitsubishi passenger car, model Space Star, worth 52,390.00 PLN GROSS and a cash prize of 5,820.53 PLN, subject to § 5,
  - g. Within the framework of the lottery draw referred to in § 3 sect. 1 letter (f) - regarding the main prizes in the lottery:
    - i. a Mercedes model A180 Hatchback car of the value of PLN 102,718.93 GROSS and a cash prize of PLN 11,412.07, subject to § 5,
    - ii. a Mercedes model C200 Limousine passenger car of the value of PLN 150,281.56 GROSS and a cash prize in the amount of PLN 16,696.28, subject to § 5,
    - iii. a Mercedes model E200 4M limousine of the value of PLN 200,812.57 GROSS and a cash prize in the amount of PLN 22,311.28, subject to § 5.
2. The total value of the prize pool in the Lottery is PLN 3,068,730.49 GROSS.
3. Prizes shall not be exchanged for money, material items or any other form of benefit to the Participant.

4. The Prizes will be issued to the Participant whose chance was drawn in the Lottery, on the basis of a separate agreement concluded by the Organiser by that Participant, after the prior delivery of the Certificate to the Organiser, provided that the value of the Prize is at least 2.280,00 PLN. The agreement referred to in the previous sentence shall be concluded at the Organiser's registered seat within a month from the date of particular draw of the lottery, referred to in § 3 sect. 1. In the content of the agreement referred to in the previous sentence, the parties shall specify in particular:
  - a. the manner and exact date of the unconditional transfer of possession of the Prize to the Participant,
  - b. a statement of the Participant covering one knowledge of the circumstances specified in § 5 of the Regulations.

The moment of conclusion of the agreement is tantamount to the moment in which the Prize is issued to the Participant. Due to the current epidemic situation, the Organiser allows for the conclusion of the Agreement by exchanging scans of documents signed by the parties to the Agreement, containing the Participant's signature.

5. In the case of Prizes which value does not exceed PLN 2,280.00, it is not required to conclude the agreement referred to in sect. 4. In the case of Prizes referred to in the previous sentence, the Prize shall be released at the moment when possession of the Prize is transferred to the Participant, which takes place either through physical delivery of the item to the Participant or when, in order to deliver the Prize to the location indicated by the Participant, the Organiser entrusts it to a carrier, forwarder, courier or any other entity engaged in the transport of such items. The Organiser shall not be liable for not transferring the possession of the Prize to the Participant or not transferring the possession of the Prize to the Participant within the period specified in these Regulations as a result of circumstances for which the Organiser is not responsible, including in particular the occurrence of force majeure, the Participant's provision of incorrect address details where the Prize is to be delivered, the Participant's refusal to collect the Prize or circumstances for which the entity which the Organiser used for delivery of the Prize (forwarder, carrier, courier or other similar entity) is responsible.
6. In scope of the agreement specified in sect. 4, the Participant who won the Prize may be asked by the Organiser for the Participant's consent to its participation in promotional material created by the Organiser or an entity indicated by the Organiser, including in particular the audio-visual material, as well as for the Participant's consent to the use and dissemination of its image by the Organiser, FM WORLD POLSKA or Branches, or entities acting on in the name and on behalf of said entities or on their commission, jointly with the rules specified in detail in the Agreement,
7. If, after the end of the Lottery, there are Prizes not awarded according to the rules resulting from the Regulations, including in particular the cancellation of voting (which may occur if the number of Participants entering the Lottery is lower than the number of Prizes or in the situation when the Committee referred to in § 3 sect. 11 considers that the drawing of a particular Prize or the whole Lottery was made in a manner which violates the Rules or the generally applicable law), none of the Business Partners participating in the Lottery will be entitled to demand their issuance, and the Prize remains at the sole disposal of the Organizer. Prizes not collected by the Participant remain at the disposal of the Lottery Organizer
8. In the event of withdrawal from participation in the Lottery by a Business Partner, exclusion of a given Participant jointly with stipulations of Regulations or failure to conclude the agreement referred to in sect. 4 within the time limit indicated therein - after that Participant has won the Prize, that Participant shall not be entitled to any claims against the Organiser, FM WORLD POLSKA or the Branch which may arise as a result of the Business Partner's exclusion from

participation in the Lottery or withdrawal from it, including in particular the issue of the Prize. Section 7 shall apply accordingly to the Prize referred to in the previous sentence.

## **§ 5**

### **Money Prizes and lottery tax**

1. The cash prizes referred to in § 4 section 1 shall be awarded to Participants only, if an obligation to pay taxes arises in connection with winning the Prize under separate regulations.
2. The cash prizes referred to in § 4 section 1 shall be awarded to a given Participant together with the Prize, if the Participant is a tax resident in the Republic of Poland. In such a situation, the Participant acknowledges that the awarded Prize shall be collected by the Organiser and paid on account of public law liabilities, including in particular taxes, due for winning a given Prize by a given Participant.
3. The cash prizes referred to in § 4 section 1 shall be awarded to a given Participant together with the Prize, if the Participant is not a tax resident in the territory of the Republic of Poland, but separate regulations, including in particular double taxation agreements concluded by the Republic of Poland with the country whose Participant who won a given Prize is a tax resident, impose an obligation on the Organiser to calculate and pay relevant public law liabilities, including in particular taxes. In such a situation, the Participant acknowledges that the awarded Prize shall be collected by the Organiser and paid on account of public law liabilities, including in particular taxes, due for winning a given Prize by a given Participant.
4. If the Participant is not a tax resident in the territory of the Republic of Poland, and separate regulations do not impose an obligation on the Organiser to calculate and pay relevant public law obligations, including in particular taxes, the Participant acknowledges that the Participant is obliged to bear all public law obligations on its own, including in particular the payment of taxes due, in the country of which it is a tax resident. In such a situation, FM shall pay that Participant the amount of the Prize as specified in § 4 Section 1 on the basis of the proof of payment of all public law liabilities, including in particular the payment of the taxes due referred to in this Section, provided by that Participant. If the amount of public and legal receivables, including in particular taxes, paid by the Participant referred to in this section, in connection with winning the cash prize specified in § 4 section 1 shall exceed the reserved cash prize specified in § 4 section 1, FM WORLD shall not be obliged to grant or pay any compensation under this or any other legal title to such Participant other than the one reserved in this section.

## **§ 6**

### **Complaint procedure**

1. Complaints may be submitted to the Organiser in writing (by registered mail) to the Organiser's address specified in the Regulations or electronically to [gnc@fmworld.com](mailto:gnc@fmworld.com) separately for each monthly draw as well for drawing Prizes specified in § 4 sect. 1 letter (g), within 14 days from the date of publication of drawing results (specified in § 3 sect. 10 in connection with § 3 sect. 1) - the date of receipt of the complaint by the Organiser is decisive. Complain should be submitted with the note "GNContest Lottery Complaint" only.
2. In accordance with the Regulation of the Minister of Finance of 2<sup>nd</sup> of January 2019 on the procedure for the submission of claims by gambling participants (Journal of Laws of 2019, item 20), the claim shall be submitted in writing or by electronic means of communication, stating the name and surname and address of residence of the gambling participant, date and place of the event to which the claim relates, type of game and content of the claim. If the claim is made by means of electronic communication, the Participant shall also provide an electronic address for communication. Consideration of the complaint consists in examining its legitimacy and explaining the reasons justifying the complaint.

3. The complaints shall be considered by the Commission within 7 calendar days of their receipt by the Organiser. Participants shall be informed about the consideration of the complaint via traditional mail or e-mail (depending on how the complaint was reported) to the address indicated in the complaint.
4. The Participant shall be informed about the outcome of the considered complaint no later than by 19<sup>th</sup> of October 2021 (the date of reply to the complaint is decisive).
5. Lodging a complaint does not exclude the possibility of pursuing claims in court.
6. Claims related to participation in the Lottery become time-barred 6 months after the date on which the claim became due.
7. The period of limitation of claims shall be suspended for the period from the date of lodging the claim to the date of response to the claim.

## **§ 7**

### **Personal data clause**

1. Organiser declares it is the administrator of the personal data of Participants. Organiser is eligible to process personal data of the Business Partners jointly with separate distributors agreement concluded with them, conclusion of which is the condition of participating in the Sales Network.
2. Contact with the Administrator is possible:
  - a. by letter to the address indicated above,
  - b. to the e-mail address: [iod@fmworld.com](mailto:iod@fmworld.com)
3. The personal data of the Participants shall be processed at registered seat of Administrator or entity processing personal data on its behalf basing on the contract of mandate, subject to appropriate security measures, meeting the requirements of Polish and European law, including but not limited to 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) (Text with EEA relevance) (hereinafter referred to as **GDPR**) as well as the Act of 10 May 2018 on the protection of personal data (Dz.U.2019.1781 t.j. z dnia 2019.09.19).
4. Participant's personal data shall be processed accordingly to:
  - a. entering into Lottery and identification of the Lottery winners,
  - b. conducting factual and legal actions pertaining proper performance of Organisers obligations resulting from Regulations,
  - c. processing of eventual claims or complaints of Participations towards the Administrator,
  - d. enforcing potential claims as well as taking up defence in the event of any potential claims against the Administrator;
  - e. enforcing Participant's rights resulting from the processing of the participant's personal data,
  - f. in order to fulfil the Administrator's legal obligations
5. The legal basis of processing personal data of the Participant is art. 6 sect. 1 let. (a)-(c) and (f) of GDPR, jointly with which Participant whose personal data shall be processed:
  - a. the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
  - b. processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
  - c. processing is necessary for compliance with a legal obligation to which the controller is subject;
  - d. processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

6. The Administrator - if it turns out to be necessary for the proper performance of the obligations under the Regulations - processes personal data collected from publicly available sources (e.g. debt exchanges, business intelligence services, land and mortgage registers, the Register of Entrepreneurs of the National Court Register, CEiDG, press, Internet). The Administrator may also process personal data obtained from distribution partners or external entities of the Organizer, if the Participant learns about the Lottery from FM WORLD POLSKA or a Branch (an entity mediating in establishing cooperation with the Organizer) and agrees to make the contact data available to the Administrator in order for the Participant to join the Lottery.
7. For the purposes indicated in section 4 above, Administrator may process the following personal data: name(s) and surname(s), e-mail address, telephone numbers, partner number, Participant's identification number or other similar number, residential and correspondence address, business activity of the data subject, signature and other personal data which are or will be necessary for the Administrator to properly perform its statutory or contractual obligations.
8. Personal data shall be processed for the period prior of organisation of Lottery as well during the Lottery, after its conclusion, as well as for archival purposes for the limitation period of the claims resulting from this agreement. In case of data processed on the basis of granted consent, Participant has the right to revoke it at any time. The withdrawal of consent shall not affect the lawfulness of the processing which has been concluded on basis of consent granted before its revocation. In the event of revocation of consent or objection to data processing, Administrator shall cease processing of personal data, whichever circumstance shall occur earlier.
9. In order to fulfil the purpose of processing personal data specified in this document, personal data may be transferred to:
  - a. entities cooperating in the realization of the purpose of processing,
  - b. carrier, forwarder, courier companies serving the Administrator, FM WORLD POLSKA or the Branch,
  - c. Providers of the Administrator who have been commissioned with services related to the processing of personal data, e.g. IT service providers.
  - d. entities processing data within the framework of business cooperation connecting them with the Administrator and entities to which the obligation to provide data results from separate regulations,
  - e. FM WORLD POLAND, FM WORLD DISTRIBUTION, FM WORLD branches, FM Group Mobile, FM Lex,
  - f. Employees or collaborators of the Organizer,
  - g. providers of legal and advisory services in case of pursuing claims related to the business activity conducted by the Organizer, as well as these entities in case of action undertook to defend the Organizer against claims made against it by third parties in connection with the Lottery,
10. Participant has the following rights related with processing of personal data:
  - a. right of access to their personal data,
  - b. right to request the rectification of their personal data,
  - c. right to demand deletion of their personal data,
  - d. right to request a restriction on processing of their personal data,
  - e. right to data-portability, i.e. right to receive from Administrator of their personal data, in a structured, commonly used and machine-readable format. Participant has the right to transmit those data to another controller or to request the transfer of his data to other administrator – unless such transfer is not possible for technical reasons,

- f. right to object to processing of data due to a particular situation, unless the processing of the participant's data is necessary because of the legitimate interest of Administrator,
  - g. right to object to the processing of his data for purposes of direct marketing,
11. In order to exercise its rights, it is necessary to contact Administrator as indicated in sect. 1 above.
  12. The right to delete personal data, pursuant to art. 17 sect. 3 od GDPR cannot be exercised to the extent that the data processed will be necessary;;
    - a. to exercise the right to freedom of expression and information;
    - b. to comply with a legal obligation requiring processing under Union law or the law of a Member State to which the controller is subject or to perform a task carried out in the public interest or in the exercise of public authority vested in the controller;
    - c. for archiving purposes in the public interest, for scientific or historical research or for statistical purposes in accordance with art. 89 sect. 1 of GDPR, insofar as the right to request erasure is likely to make the purposes of such processing impossible or seriously impeded;
    - d. to establish, pursue or defend claims.
  13. Participant shall be entitled to lodge a complaint with the supervisory authority dealing with the protection of personal data, i. e. President of the Personal Data Protection office.
  14. Providing personal data by a participant is voluntary, but necessary to join the Lottery and to implement the provisions of these Regulations. Without providing the data, it will not be possible to conclude an agreement and start cooperation with the Administrator. Providing data for marketing purposes is voluntary.

## **§ 8**

### **Final Provisions**

1. Business Partner who has committed a breach of the provisions of points 3.1.11.-3.1.16 and 4.2. of the FM WORLD CLUB Regulations and provisions II – IV The Code of Ethics violation of generally applicable law in case when such a violation is related to the Business Partner's participation in the FM World Club and in case of a temporary termination (suspension) of the Business Partner's participation in the FM WORLD POLSKA Club by FM WORLD POLSKA or its Branch based on the FM WORLD Club Regulations.
2. The Organizer shall not be liable for the inability to collect the Prize due to reasons beyond the Organizer's control.
3. The Organizer reserves the right to cancel the Lottery due to force majeure, preventing the conduct and proper performance of the Organizer's obligations under the Regulations. The Organizer shall not be liable for any failure to perform or improper performance of obligations under the Regulations which occurred or resulted from force majeure.
4. Force majeure shall be understood as any events which are independent of the Organiser's will and which were not known at the time when the obligation of the Organiser arising from the Regulations arose and which could not have been foreseen or prevented.
5. In matters not covered by the provisions of these Regulations shall apply the relevant provisions of the commonly applicable law in Poland.
6. The Regulations are available in the Organizer's office and on the website: [www.fmworld.com](http://www.fmworld.com) - between 25th February and 20th October 2021.
7. Each Participant has the right to request the Organiser to explain the content of the Regulations.