

Please note that this is not an official text of the Rules of Procedure of the Competition.

The Competition is conducted in accordance with the law generally applicable in the Republic of Poland, and the official language of the Regulations is Polish. It is a translation of an official document. In case of any discrepancies between the Polish and English language versions of the Rules and Regulations, the Polish version is binding.

The Organiser shall not be liable for misunderstanding, misreading or loss of the translation. Each Participant has the right to ask FM World to explain the provisions of these Regulations.

Competition regulations
"FM Dreamers"

§ 1

1. The terms used in these Regulations have the following meanings:
 - 1) **FM World, Organizer, Administrator** – FM WORLD limited liability company with headquarters in Wrocław, address: Żmigrodzka 247, 51-129 Wrocław, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Department of the National Court Register under the number KRS: 0000411446; NIP: 8952010760, with a share capital of PLN 182,900.00;
 - 2) **FM WORLD POLSKA** – FM GROUP POLSKA limited liability company with its seat in Wrocław, address: Żmigrodzka 247, 51-129 Wrocław, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Department of the National Court Register under the number KRS: 0000763677; NIP: 8952199148; with a share capital of 70,000.00 PLN;
 - 3) **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;
 - 4) **Competition** – competition „FM Dreamers” organized FM World,
 - 5) **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;
 - 6) **FM World Club Regulations** regulations, which specify the rules of participation of a Business Partner in the FM World Club
 - 7) **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,
 - 8) **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,
 - 9) **Participant** – Business Partner, who has acquired the right to take part in the Competition on the rules resulting from the Regulations.
2. Other terms used in these Regulations should be understood in accordance with the meaning given to them in the Partnership Agreement or in the binding Regulations of FM WORLD Club, Marketing Plan or Code of Ethics of FM WORLD Club.

§ 2

1. Competition is organized by FM World, through FM WORLD POLAND and FM World Branches.
2. The competition is intended solely for Business Partners, with the exception of Conditional Partners - within the meaning of the FM World Club Regulations.

3. The competition will be held from 1 November to 22 December 2020, with the period from 1 November to 30 November 2020 being the competition period (the period of qualification and submission of the Participants' dreams), and the list of winners will be announced on 10 December 2020.
4. Consent to participate in the Competition, in particular through the Business Partner's accession to it, means the Business Partner's consent to the provisions of the Rules and Regulations, as well as the Business Partner's commitment to comply with the provisions of the Regulations.
5. Business Partner, when entering the Competition, declares that he is familiar with FM WORLD Club Regulations, Marketing Plan and Code of Ethics of FM WORLD Club.
6. FM World may exclude a Business Partner from participation in the Competition, if the Business Partner has violated the binding Regulations of FM WORLD Club, the Code of Ethics of FM WORLD Club, Marketing Plan or other rules applicable within the legal relationship between the Business Partner and the Branch or FM Polska, or by its actions has exposed or could have exposed FM WORLD, FM Polska, FM Mobile, FM LEX or FM WORLD Branch to any damage.
7. The Organizer reserves the right to exclude from participation in the Competition any person who provides or uses false personal data or otherwise misrepresents or aims to mislead the Organizer as a result of his actions..
8. Business Partner may only enter the Competition in person, in particular by actually taking part in it.
9. The Participant must have permanent and active access to the Internet in order to take part in the Competition in a proper and undisturbed manner. FM World is not obliged to provide such access for the Participant, as well as does not bear any responsibility for possible lack of access to this network during the Competition or malfunction of devices belonging to the Participant used by him to take part in the Competition.

§ 3

1. The general condition for taking part in the Competition is that the Business Partner obtains at least 300 own points in the period from 1 November to 30 November 2020.
2. If the number of Own Points obtained by a Business Partner or the number of Points obtained by any of the Business Partners of FM WORLD Club from its Group has been calculated by FM WORLD POLSKA or Branch for an order placed and then not collected for FM WORLD Products, it will result in an adjustment of the calculated Own Points, and in particular may result in depriving the Business Partner of the right to obtain an award in the Competition, and if this award has already been granted and issued to the Business Partner, he is obliged to immediately return the awarded award to FM WORLD, FM WORLD POLSKA or the indicated Branch, however, no later than within 7 days from receiving a call from FM WORLD, FM WORLD POLSKA or the Branch to return the award - in full at his own expense and risk.
3. Apart from the condition specified in paragraph 1, each Participant must send, by 30 November 2020 at the latest, to the following e-mail address: dreamers@fmworld.com, a description of his/her dream, which he/she wants FM World to make it come true and a brief justification why the Participant's dream should be realized.
4. he notification by e-mail referred to in paragraph 3 must contain the name and surname of the Business Partner, its Partner Number and a precise description of the dream and its justification in one of the following languages: English, Lithuanian, Polish, Portuguese, Russian, Romanian or Italian..
5. The dream referred to in paragraph 3 may be made subject to the following reservations:
 - a. the dream must be possible,
 - b. fulfilling the dream may not involve costs exceeding the equivalent of EUR 1,500.00 translated at the latest available average exchange rate published by the National Bank of Poland for October 2020,
 - c. each Participant may submit only one dream within each 300 own points obtained during the period referred to in paragraph 1, but the Participant may not submit more than 3 dreams (each dream will be treated as a separate application referred to in paragraph 3 and requires a separate e-mail to be sent for its effectiveness; if more than one dream is sent in one application e-mail, the Organiser will assume that only one dream is submitted in a given e-mail),
 - d. the description of the dream and justification must not exceed 800 characters with spaces,
 - e. The possible fulfillment of a dream may not concern or result in particular in:
 - i. infringement of any third party rights,
 - ii. contrary to the legal provisions in force in the Republic of Poland,
 - iii. contrary to generally accepted moral or ethical standards, in particular the possible transmission of information or content of a pornographic nature which incites racial, ethnic, religious or offensive hatred, etc., as well as promotes violence, etc.
 - iv. infringement of the good name or reputation of the Organiser, FM World Polska, Branches or other entities related to the indicated entities.

6. The competition entries not meeting the requirements referred to in paragraphs 3-5 will not be taken into account in the course of selecting the winners of prizes in the given monthly pool.
7. From among all submitted applications of the Participants, the Organiser will select 10 dreams, guided by the ingenuity and creativity of the submitted ideas, which will come true.
8. The dream shall be selected by a committee appointed by the Organiser and composed of persons indicated by the Organiser. The Organiser shall also ensure the correctness of the organisation and course of the competition, consider possible objections and make binding interpretations of the Regulations.
9. The winners of the Competition will be indicated on the website of FM WORLD, FM WORLD POLAND or the Branch on 10 December 2020.
10. The organiser will fulfil the selected dreams by 20 December 2020 unless the selected dream cannot be fulfilled by the indicated deadline for formal, logistical or other reasons. The way and date of fulfilling the winning Participant's dream by FM World will be agreed between the Organiser and the winner, in a separate agreement..
11. The winning application shall not be exchanged for money, material items or any other form of benefit to the Participant.
12. If, after the end of the Competition and the selection of winners for any reason, it is not possible to realize the selected dream, none of the other Participants participating in the Competition, whose application has not been selected, will be entitled to demand their release or fulfillment.
13. In case of withdrawal from participation in the Competition by a Business Partner or exclusion of a given Entrant under the terms of these Regulations after the selection of that Entrant, that Entrant will not be entitled to any claims against FM World, FM WORLD POLSKA or the Branch that may arise as a result of the Entrant's exclusion from participation in the Competition or withdrawal from it, including, in particular, the fulfilment of his/her application.
14. the Organiser, if in accordance with the generally applicable law, in particular if it results from the provisions of the Personal Income Tax Act of 26 July 1991. (i.e. Journal of Laws of 2016, item 2032 as amended), before awarding the prize to the winner of the Competition, the Organiser shall calculate, collect and pay to the relevant tax office a lump-sum income tax on the value of the prize transferred in the amount of 10%. The prize will be issued after the due tax is collected from the winner.

§ 4

1. By submitting the application referred to in § 3, section 3, the Participant declares - in the event that the content of the submitted application would be subject to or is protected under the provisions of the Act on Copyright and Related Rights or other similar provisions of generally applicable law - that it is entitled to exclusive and unrestricted author's economic and personal rights to the submitted application containing the dream, as well as by sending this application does not infringe the rights or personal rights of third parties. If the Participant's statements referred to in the previous sentence prove to be untrue or the submitted application would violate the rights of third parties, the Participant undertakes to release the Organiser from the obligation to meet any claims of third parties against the Organiser arising from this.
2. In the event that the content of the submitted application, referred to in § 3.3, is subject to or protected under the provisions of the Act on Copyright and Related Rights or other similar provisions of generally applicable law, the Entrant declares that at the same time as sending such an application, he/she grants the Organiser an unconditional, irrevocable and free of charge license to use the submitted content for the duration of the Competition, without territorial limitations - for the needs related to the Competition, in particular:
 - a. to enter the Project into the memory of the Organizer's computer or server,
 - b. to use the Project, including in particular by recording and multiplying Participants' applications by any technique, including but not limited to magnetic, digital and audiovisual recording, on any media, without restrictions as to the quantity and size of the circulation,
 - c. to disseminate the notification transmitted to the public and make it available to the public in such a way that everyone can access it at a place and time of their choice, in particular on computer networks, the Internet and the Intranet and mobile phones.
3. In the agreement referred to in § 3, section 3, paragraph 3.3. In the agreement referred to in § 3.10, the Organiser and the Participant shall in particular indicate that at the moment indicated in the agreement, the Participant transfers to the Organiser or its legal successors on an exclusive basis the whole of the author's economic rights to use and dispose of the selected dream or its fragments without limitation in time, at home and abroad and allows the Organiser or its successors in title to exercise subsidiary rights, in particular to make abbreviations, cuts, assemblies, translations, corrections, alterations, changes and adaptations, including modifying all or part of a given dream, making any changes to it, as well as introducing any modifications aimed at ensuring its success.
4. With the transfer of author's economic rights, the Organiser shall obtain the exclusive right to use and dispose of the selected dream in all fields of exploitation known at the time indicated in the agreement referred to in § 3.10, and in particular:

- a. with regard to the recording and multiplication of a work, the production of copies of the work by a specific technique, including printing, reprography, magnetic recording and digital technology;
 - b. as regards circulation of the original or copies on which the work is recorded, placing on the market, lending or hiring the original or copies;
 - c. for the distribution of the work otherwise than in point (b), to the public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, and to the public making the work available to the public in such a way that everyone can access it from a place and at a time individually chosen by them;
 - d. publication in any form;
 - e. Public display, reproduction, broadcast terrestrial or satellite by wireless or wired means of any technique;
 - f. remission by any technique;
 - g. placing on the Internet;
 - h. placing in materials related to the activities of the Organiser, FM World Polska or Branches, in particular in marketing and advertising materials;
 - i. the right to adapt;
 - j. use in multimedia;
 - k. making available to the public in such a way that everyone can have access to the image at a time and place of their choice - a service at the request of the viewer;
 - l. use of image for promotion and advertising purposes;
 - m. publishing on the Organizer's social media channels, FM World Polska or branches (Facebook, Instagram, Tweeter, WhatsApp, etc.).
5. Participant, whose dream will be fulfilled under the terms of the Regulations, free of charge and irrevocably allows FM World, FM World Branch or any entities acting on their behalf or on their commission, to use and disseminate their image recorded during and in connection with participation in the Competition.
 6. The permission to use the image referred to in paragraph 5 covers the use and dissemination of the Partner's image recorded during and in connection with participation in the Competition, including the case referred to in paragraph 8, without limitation in time, form and territorial space..
 7. The authorisation referred to in paragraphs 5, 6 and 8 shall cover all the fields of operation known at the time of conclusion of the publication of the Rules of Procedure, in particular those indicated in paragraph 4, and in addition:
 - a. recording in any form on all media (photosensitive tape, magnetic tape, DVD, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard disk, MP3, MP4 files) and any technique;
 - b. multiplication by any analogue or digital technique (photosensitive tape, magnetic tape, DVD, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard disk, MP3, MP4 files, server memory entry
 - c. use of image in a merchandising agreement.
 8. the Participant referred to in paragraph 5, agrees to their free participation in promotional material created by FM World or an entity indicated by them, including in particular in audiovisual material - within the scope of their participation in the Competition.

§ 5

1. Complaints concerning the Competition may be submitted to the Organiser in writing (by registered mail) to the address of the Organiser indicated in the Regulations or electronically to the following address: dreamers@fmworld.com by 18 December 2020 (the date of receipt of the complaint by the Organiser is decisive) with the note "FM Dreamers Competition Complaint" only.
2. The complaint shall include in particular: name and surname and contact address of the Participant, date and place of the event to which the claim relates and the content of the claim. If the claim is made by means of electronic communication, the Player shall also provide an electronic address for communication.
3. The examination of a complaint consists in examining its legitimacy and explaining the reasons justifying the complaint..
4. Complaints are considered by the Commission within 3 calendar days from the date 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.
5. The Participant shall be informed about the outcome of the considered complaint no later than by 22 December 2020 (the date of reply to the complaint shall be decisive).
6. Lodging a complaint does not exclude the possibility of pursuing claims in court.

§ 6

1. The Organiser declares that it is the administrator of the Participants' personal data.

2. Contact with the Organiser is possible:
 - a. by post to the address indicated above,
 - b. to the following e-mail address: iod@fmworld.com
3. The personal data of the participants shall be processed at the seat of the Administrator or other entity processing the data on behalf of the Organiser, with appropriate security measures, meeting the requirements of Polish and European law, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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 FDPA), the Personal Data Protection Act of 10 May 2018. (Journal of Laws of 2018, item 1000), i.e. of 30 August 2019. (Journal of Laws of 2019, item 1781).
4. The personal data of the Participant will be processed accordingly in order to:
 - a. entering the Competition and selecting the winners of the Competition,
 - b. undertake factual and legal actions concerning the proper performance of the Organiser's obligations arising from the Regulations,
 - c. consider possible complaints or claims by Participants against the Administrator;
 - d. to assert any claims, as well as to defend itself if any claims are made against the Administratorrealizacji praw uczestnika Administratora wynikających z przetwarzania danych osobowych Uczestnika,
 - e. to fulfil the Administrator's legal obligations,
5. As regards circulation of the original or copies on which the work has been recorded, placing on the market, lending or hiring of the original or copies when:
 - a. the data subject has consented to the processing of his/her personal data for one or more specified purposes;
 - b. processing is necessary for the performance of a contract to which the data subject is party or to take action at the request of the data subject before entering into a contract;
 - c. processing is necessary to fulfil a legal obligation on the Administrator;
 - d. processing is necessary for the purposes of legitimate interests pursued by the controller or by a third party.
6. The Administrator - if it proves necessary to provide the Administrator's services - processes personal data collected from publicly available sources. The Administrator may also process personal data obtained from distribution partners or external entities of the Organiser, if the participant learns about the Competition from FM WORLD POLSKA or a Branch (an entity mediating in establishing cooperation with the Organiser) and agrees to provide the contact data to the Administrator in order for the participant to join the Competition.
7. For the purposes indicated in paragraph 4 above, the Administrator may process the following data: first name(s) and surname, e-mail address, telephone numbers, partner number, Participant 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 will be processed in the period preceding the entry to the Competition as well as during its duration, after its completion, and for archival purposes for the period of limitation of claims. In case of data processed on the basis of consent, the Participant has the right to withdraw it at any time. Withdrawal of consent shall not affect the lawfulness of the processing carried out on the basis of consent before its withdrawal. In case of withdrawal of consent or objection to the processing of data, the Administrator shall cease the processing of personal data, depending on which of the indicated circumstances occurs earlier - unless the generally applicable law allows their further processing.
9. In order to fulfil the purpose of processing personal data as defined in this document, personal data may be transferred:
 - a. entities cooperating with the purpose of processing,
 - b. courier companies serving the Administrator,
 - c. providers of the Controller to whom services related to the processing of personal data have been commissioned, e.g. IT service providers.
 - d. entities processing data within the framework of business cooperation between them and the Administrator and entities to which the obligation to provide data results from separate regulations,
 - e. M WORLD POLAND, FM WORLD DISTRIBUTION, FM WORLD Branches,
 - f. employees or collaborators of the Organizer,
 - g. providers of legal and advisory services in the event of the Organiser pursuing claims related to the conducted business activity, as well as to these entities in the event of taking actions aimed at defending the Organiser against claims made against this entity by third parties in connection with the competition,
10. The participant has the following rights related to the processing of personal data:
 - a. the right of access to their personal data
 - b. right to request the rectification of their personal data,

- c. right to request the deletion of their personal data,
 - d. the right to request a restriction on the processing of their personal data,
 - e. the right to transfer one's personal data, i.e. the right to obtain from the Administrator one's personal data in a structured, commonly used and machine-readable IT format. The participant has the right to send his/her data to another controller or to demand that his/her data be sent to another controller - unless such transfer is not possible due to technical reasons.,
 - f. the right to object to the processing of data on the grounds of a specific situation, unless the processing of the participant's data is necessary for a legitimate important interest of the Controller,
 - g. right to object to the processing of their data for direct marketing purposes.
11. In order to exercise their rights it is necessary to contact the Administrator in the manner indicated in paragraph 2 above.
 12. The right to erasure pursuant to Article 17(3) of the TYROM may not be exercised to the extent that the data processed will be necessary;
 - a. to exercise their right to freedom of expression and information;
 - b. to fulfil 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 entrusted to the controller;
 - c. for archival purposes in the public interest, for scientific or historical research or for statistical purposes in accordance with Article 89(1) of the FAMILY, 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. The participant has the right to lodge a complaint with the supervisory body dealing with the protection of personal data, i.e. the President of the Office for Personal Data Protection.
 14. Providing personal data by the participant is voluntary, but necessary to enter the competition 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 of data for marketing purposes is voluntary.

§ 7

1. A Business Partner who has violated the provisions of point 1 may be excluded from the Competition. 3.1.11.-3.1.16 and points 3.1.11 to 3.1.1.16 and 3.1.11 to 3.1.1.16. 4.2. of the Regulations of FM WORLD Club and the provisions of points 3.1.11.-3.1.16 and 4.2. II-IV of the Code of Ethics of FM WORLD Club, violation of generally applicable law in case when such violation is related to the Business Partner's participation in FM World Club and in case of temporary termination (suspension) of the Business Partner by FM Polska or Branch of the Partnership Agreement, based on the provisions of FM WORLD Club Regulations.
2. The condition of entering the Competition is the Business Partner's consent to the processing of his/her personal data by FM World, FM Poland or the Branches and transferring this data to FM World, as well as not withdrawing this consent for the duration of participation in the Competition. Withdrawal of consent to processing of FM World, FM World Polska or Branch's personal data by FM World will result in expiration of its participation in the Competition on the day of withdrawal of consent to processing of personal data. In such a situation, the Business Partner will not be entitled to any claims against FM World, FM WORLD POLSKA or the Branch that may arise as a result of the Business Partner's exclusion from participation in the Competition..
3. FM WORLD reserves the right to change or cancel the Competition, change the assumptions of the Competition, at any time for important reasons, in particular when the Competition does not achieve the intended effect, as well as change the interest in the Competition on the part of Business Partners.
4. FM WORLD can change the Regulations of FM WORLD Club, Marketing Plan, Code of Ethics, Regulations and other documents defining mutual relations between the Business Partner and FM WORLD POLAND or Branch for important reasons. Important reasons are considered to be the introduction of different from the current levels, introduction of new products for sale in the Network, acquisition of rights to use the trademark, the need to introduce changes in the rules of calculating the Discount or Remuneration, the need to adjust the provisions of the Regulations to the binding legal regulations, necessity to regulate the rules of FM WORLD Club membership not covered by the Regulations so far, which raise disputes or doubts in application by Business Partners, introduction by FM WORLD POLSKA or the Branch of new functional, organisational or technical solutions, modification or change of the IT system by means of which FM WORLD POLSKA or the Branch performs its obligations towards Business Partners.
5. the Rules and Regulations are amended by publishing them on the website: www.fmworld.com, to which the Business Partner entering the Competition agrees. Within 14 days from receiving the notification, the Business Partner will have the right to refuse to agree to the proposed change of the Regulations. Lack of statement submitted in the form provided for by the regulations within the above deadline will be tantamount to acceptance of the

proposed change. Refusal to agree to the proposed change of the Regulations submitted within the above deadline will be tantamount to the Business Partner's withdrawal from participation in the Competition.

6. Due to the current epidemic situation, the Organiser allows for the possibility of concluding the agreement referred to in § 3.10 by exchanging scans of documents signed by the parties to the agreement.
7. In matters not regulated by the provisions of these Regulations, the relevant provisions of the generally applicable law in Poland shall apply.
8. These Rules of Procedure shall enter into force on 15 October 2020..
9. Each Entrant has the right to ask the Organiser to explain the content of the Regulations.