

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

Contest 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.

Contest Regulations
“Play FM World Cards”

§ 1

1. The terms used in these Regulations have the following meanings:
 - 1) **FM World** – 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 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;
 - 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) **Organiser** – the Organizer of the Contest is FM World.
 - 5) **Administrator** – Administrator of personal data of Participants is FM World,
 - 6) **Contest** – contest “Play FM World Cards”, organised by Organiser,
 - 7) **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;
 - 8) **“Effectiveness Level”** – the measure of effective performance of a Business Partner in a specific settlement month, as determined in the Marketing Plan,
 - 9) **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,

- 10) **Regulations** – these rules of participation in the Contest
 - 11) **FM World Club Regulations** – regulations, which specify the rules of participation of a Business Partner in FM World Club,
 - 12) **Participant** - a Business Partner who has acquired the right to take part in the Contest jointly with the Regulations;
 - 13) **Sodexo** - Sodexo Benefits and Rewards Polska spółka z ograniczoną odpowiedzialnością (limited liability company) with registered office in Warsaw, address: ul. Wincentego Rzymowskiego 53, 02-697 Warszawa, incorporated in National Court Register of Entrepreneurs run for District Court for m. st. Warszawy in Warsaw, 13th Economic Division of XIII National Court Register under number KRS: 0000033826; TIN: 5222357343, with the share capital of PLN 3.000.000,00;
 - 14) **DKV** - DKV Euro Service GmbH & CO. KG with registered seat in Ratingen, Balcke-Duerr-Allee, D-80882 Ratingen, Germany, TIN: 5262361871,
 - 15) **Discount Cards** - prepaid reward cards acquired by Sodexo, issued within the framework of a loyalty programme organised by this entity, subject to the provisions of these Regulations,
 - 16) **Fuel Cards** - prepaid cards acquired by DKV, issued under a loyalty programme organised by this entity, subject to provisions of the Regulations.
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.

§ 2

1. The Contest is organised by Organiser through the Branches.
2. The Contest is exclusively for Business Partners of legal age, on the status of User or Preferred Customer within the meaning of FM World Club Rules. Conditional Partners - within the meaning of FM World Club Regulations – are excluded from the Contest.
3. The Contest will take place between 1st of October 2021 – 28th of February 2022 year, whereas period between 1st of October – 31st of December 2021 constitutes the contest period (the period in which the Participants take part in the Contest by fulfilling the conditions resulting from the Regulations), and the announcement of the list of winners will take place on 17th of January 2022.
4. Business Partner's consent to participate in the Contest, 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.
5. By entering the Contest, the Participant gives one's unconditional, irrevocable and unlimited in time and space consent to the publication and dissemination by the Organiser or Branches of information concerning the benefits received by the Participant under these Regulations, entitling the Organiser or Branches to disseminate the above information in all fields of exploitation known to the Organiser or Branches at the time of obtaining the information.
6. By entering the Contest, 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.
7. Organiser may exclude a Participant from participation in the Contest (or have a Branch exclude the Participant), if the Participant has breached the FM WORLD Club Rules, the Code of Ethics, the Marketing Plan or other rules binding within the legal relationship connecting the Business Partner with the Branch, or by one's actions has exposed or could have exposed FM WORLD, FM Lex or Branch to any damages or liabilities.

8. The Business Partner may submit its participation in the Contest in the manner prescribed in the Regulations no later than 31st of October 2021.
9. The Organiser reserves the right to exclude from participation in the Contest a Participant who provides or uses false personal data or otherwise misrepresents or aims to mislead the Organiser, FM Lex or Branch.
10. A Participant may apply for participation in the Contest only in person, in particular by actually entering the Contest, having given the necessary consents to participate in it, by:
 - a. completing the application form placed in the tab on the Contest, available in the Business Partner's zone on the website of its Branch - between 15th of October and 31st of October 2021 **or**,
 - b. sending the application form to the following e-mail address: contest@fmworld.com - between 1st of October and 31st of October 2021,- subject to § 4 sect. 3 of the Regulations.
11. Sending the form referred to in sect. 10 is a prerequisite for taking part in the Contest, whereas the actual participation in the Contest depends on the Business Partner's fulfillment of the condition referred to in § 3 sect. 2 of the Regulations.
12. Participant acknowledges that access to the Internet is a prerequisite for entry into the Contest.
13. The Organizer is not obliged to provide the Participant with access to the Internet network or software as specified in sect. 11, nor does he bear any responsibility for a possible lack of access to the Internet network or software during the Contest or the improper functioning of Participant's devices used by him in order to participate in the Contest.
14. The Business Partner is entitled to resign from participation in the Contest. A statement to this effect may be submitted by e-mail or in writing to the Organizer's address. A statement referred to in the previous sentence can be submitted no later than 7th of January 2022, under pain of nullity.

§ 3

1. The aim of the Contest is to promote the sales channel within which the Organiser operates, i.e. Multi-level Marketing (MLM).
2. The Contest is intended exclusively for Business Partners who have achieved an Effectiveness Level between 12%-21% in the month of October 2021.
3. The Competition consists of the following:
 - a. In each of the months of the Contest (October-December 2021), the Business Partner is required to make an Own purchase equivalent to at least 50 Own Points as defined in the Marketing Plan and FM World Club Rules,
 - b. In each of the months of the Contest (October-December 2021), the Business Partner is required to achieve an Effectiveness Level of at least 12%,
 - c. During the Contest Period (for a period of 3 consecutive months), the Partner is required to actively recruit at least 20 new Business Partners; active recruitment as defined in the Regulations means encouraging a new person to participate in the Sales Network organized by the Organizer through a Branch, who after concluding a separate agreement with the Branch will purchase FM World Products during the Contest Period (October-December 2021) for which he will receive at least 50 own points as defined in the Marketing Plan and Regulations of the FM World Club.
4. For the purposes of this Contest, a month is a full calendar month.
5. From among the Participants the Organizer will choose 1000 winners, who will be the first to fulfill all the Contest conditions entitling to receive the Award.
6. Winners are selected by a Jury appointed by the Organizer, consisting of persons indicated by the Organizer. Organizer also ensures the proper organization and conduct of the Contest, handles any reservations, and makes binding interpretations of the Regulations.

7. Winners of the Contest will be indicated on the website of Organizer, FM Lex or Branch, as well as on the official profiles of Organizer, FM Lex or Branch in social media on Facebook and Instagram - on 17th of January 2022.

§ 4

1. In return for the cumulative fulfilment of the Contest conditions, including in particular but not exclusively those indicated in § 3 sect. 4, the Organiser provides for the following **alternative** Prizes (Awards):
 - a. Receiving the benefit in the form of the payment of 80% of the amount of the trade discount obtained by the Business Partner throughout the Contest period referred to in § 3 sect. 2 of the Regulations, to be used within the framework of the Discount Cards issued in cooperation with Sodexo, **or**
 - b. Receiving the benefit in the form of the payment of 85% of the amount of the trade discount obtained by the Business Partner during the whole contest period referred to in § 3 sect. 2 of the Regulations, to be used within the Fuel Cards issued in cooperation with DKV.
2. Prizes indicated in sect. 1 shall not be exchanged for money, material items or any other form of benefit to the Participant.
3. The Prize-winners may receive the Prizes indicated in section 1 according to their choice, however, it is not possible to change the received Prize after it has been issued to the Prize-winner by the Organizer. The Participant chooses the Prize one would like to receive in the application form referred to in § 2 sect. 10.
4. The selection of the Prize in the Contest is tantamount to the Business Partner waiver of the claim to receive from the Branch the Trade Discount within the meaning of the Marketing Plan and the FM World Club Regulations accumulated during the contest period (October - December 2021).
5. If, after the end of the Contest and selection of winners, for any reason it is not possible to issue the prizes indicated in sect. 1, none of the remaining Participants participating in the Contest, whose entry was not selected, will be entitled to claim their prizes.
6. In the event of:
 - a. a Participant withdraws from the Contest,
 - b. A given Participant is excluded under the terms of the Rules hereto,
 - c. suspension of the Partnership agreement under the terms of the FM World Club Rules (unless, before the announcement of the results, the Participant's status of the Business Partner whose Partnership agreement was suspended is restored),
 - d. termination of the Business Partner's Partnership agreement as defined in FM World Club Rules by the Branch during the Contest (if the termination notice period expires before the announcement of Contest results in accordance with these Regulations),
 - e. Termination of Partnership Agreement as defined in FM World Club Regulations by a Business Partner (if the notice period expires before announcing the results of the Contest on the terms stipulated in the Regulations),- during the Contest or after the selection of that Entrant, that Business Partner shall not be entitled to any claims against FM World or its Branch which may arise as a result of the Entrant's exclusion from the Contest or his/her withdrawal from it, including in particular the issue of the Prize. 8.
7. By entering the Contest, Business Partner acknowledges that in the period between 7th of January 2022 and the announcement of Contest Winners one will not be able to use one's accumulated Trade Discount.

8. The prizes shall be issued by 28th of February 2022, unless this deadline cannot be met due to circumstances for which the Organiser is not responsible, including, but not limited to, the case where the issue of the card depends on the cooperation with DKV or Sodexo.
9. The method of issuing and using the cards shall be regulated in a separate, written agreement concluded by the winner of the competition with FM Lex. The prizes cannot be issued without prior conclusion of the agreement mentioned in the previous sentence.
10. The use of the Discount Card or the Fuel Card takes place on terms resulting from separate documents from Sodexo or DKV. The Organiser shall not be liable for any possible malfunction of the said cards. The regulations of using these cards constitute appendices to these Regulations.
11. The Organiser, in the event that in accordance with generally applicable law, in particular where 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 releasing the prize to the winner of the Contest, will calculate, collect and remit to the appropriate tax office the lump-sum income tax on the value of the transferred prize in the amount of 10%. The prize will be released after the due tax is collected from the winner.
12. The Organiser reserves the right to change the Prizes issued to the Winners of the Contest in a situation where their issue would be impossible or extremely difficult due to the regulations in force on the territory of the country in which the Business Partner would like to use the Prizes issued as part of the Contest, or in a case where the use of the Prize chosen by him would be impossible to perform by Sodexo or DKV under a separate agreement. In the situation referred to the preceding sentence, the Organiser and the Winner shall agree in a separate written agreement, otherwise being null and void, on the rules of a possible change of the Prize, whereby the value of the changed Prize cannot be greater than the amount that the Winner of the Contest would have received under the Regulations.

§ 5

1. In the event that Article 81 sect. 2 of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 24, item 83, i.e. of 6 June 2019) does not apply, the Participant, by submitting his application to participate in the Contest, gratuitously and irrevocably authorises the Organiser, the Branches or any entities acting on their behalf or in their favour and on their commission, to use and disseminate his image recorded during and in connection with participation in the Contest.
2. Permission to use the image, referred to in sect. 1, includes unlimited, in terms of time, form and territory, use and dissemination of the Participant's image recorded in the course of and in connection with participation in the Contest, including in the case referred to in sect. 4.
3. The permission referred to in sect. 1, 2 and 4 covers all fields of exploitation known at the time of concluding the publication of the Regulations, including but not limited to:
 - a. within the scope of recording and multiplication of the work - production of copies of the work by a specified technique, including printing, reprography, magnetic recording and digital technique;
 - b. within the scope of circulation of the original or copies on which the work has been recorded - marketing, lending or hiring of the original or copies;
 - c. within the scope of dissemination of the work in a manner other than specified in letter b. - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone could have access to it in a place and at a time chosen by themselves;
 - d. to publish in any form;

- e. public screening, reproduction, terrestrial or satellite wireless or wire broadcasting by any technique;
 - f. to re-broadcast using any technique;
 - g. Placing on the Internet;
 - h. use in materials related to the activities of FM World or its Branches, in particular in marketing and advertising materials;
 - i. Right of adaptation;
 - j. use in multimedia
 - k. making the image available to the public in such a way that everyone can have access to it at a chosen time and place - services at the request of the viewer;
 - l. use the image for promotional and advertising purposes
 - m. publishing on social media channels of FM World or Branches (Facebook, Instagram, Twitter, WhatsApp, etc.).
 - n. recording in any form on all media (light-sensitive tape, magnetic tape, DVD, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard drive, MP3, MP4 files) and using any technique;
 - o. multiplication with any analogue or digital technique (light-sensitive tape, magnetic tape, DVD, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard drive, MP3, MP4 files, uploading to server memory)
 - p. use of image as part of merchandising agreement.
4. Participant, referred to in sect. 1, agrees to his free participation in promotional material created by FM World or an entity designated by him, including in particular audio-visual material - to the extent of his participation in the Contest.

§ 6

1. Complaints regarding the Contest may be submitted to the Organizer in an electronic form to the following address: contest@fmworld.com within the deadline of 24th of January 2022 (the date of receipt of the complaint by the Organizer is decisive) only with the annotation: "Complaint Competition "Play cards with FM World".
2. Complaint should include in particular: name and contact address of the Participant, date and place of the event, which the claim refers to and the content of the request.
3. Investigation of the complaint is to examine its legitimacy and explain the reasons justifying the complaint. Complaints are considered by the Committee within 3 working days of their receipt by the Organizer. Participants are informed of the complaint consideration via e-mail.
4. The Participant will be informed about the outcome of the complaint no later than on 31st of January 2022 (date of sending the answer to the complaint decides).

§ 7

1. Organizer declares it is the administrator of the personal data of Participants.
2. Contact with the Administrator is possible:
 - a. by letter to the address indicated above,
 - b. to the e-mail address: contest@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 **GPDR**) 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 Contest and identification of the Contest 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 GPDR, 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 Contest from 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 Contest.
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 Contest as well during the Contest, 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 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. Branches, FM Academy,
 - 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 undertaken to defend the Organizer against claims made against it by third parties in connection with the Contest,
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 Contest 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

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 Club by its Branch based on the FM WORLD Club Regulations.

2. In order to enter the Contest, the Participant must give his consent to the processing of his personal data by the Organizer and the Branches, according to the provisions of the Regulations, as well as not withdraw his consent for the duration of his participation in the Contest. Withdrawal of consent for the processing of a Business Partner's personal data by the Organizer or a Branch will result in the expiration of his/her participation in the Contest on the date of withdrawal of consent for the processing of personal data. In such a situation the Participant will not be entitled to any claims against FM World, or the Branch which may arise as a result of the Participant's exclusion from the Contest.
3. Organizer reserves the right to change or cancel the Contest, change the assumptions of the Contest, at any time for important reasons, in particular when the Contest does not achieve the intended effect, also the change of interest in the Contest from Business Partners, as well as the occurrence of force majeure.
4. Force majeure shall be understood as any events which are independent of the Organizer's will and which were not known at the time when the obligation of the Organizer arising from the Regulations arose and which could not have been foreseen or prevented.
5. The Organizer may change the FM WORLD Club Rules, the Marketing Plan, the Code of Ethics, Regulations hereto and other documents determining the mutual relations between the Business Partner and the Organizer or a Branch for important reasons. Important reasons are the introduction of different levels from the current ones, introduction of new products to be sold in the Network, acquisition of rights to use the trademark, the need to make changes to the rules for calculating Discounts or Remuneration, the need to adjust the provisions of the Regulations to the current legislation, introduction of new functional, organisational or technical solutions by the Organizer or the Branch, modification or change of the IT system used by the Organizer or the Branch to perform their obligations towards Business Partners.
6. The Regulations are changed by publishing them on the website <https://pl.fmworl.com/>, while the Rules will also be available on the Branches' websites, to which the Participant entering the Contest agrees. The Participant will have the right to refuse the proposed change to the Regulations within 14 days of receiving the notification. Failure to make a statement in the prescribed form within this period shall be deemed as acceptance of the proposed change. Refusal to consent to the proposed change of the Regulations, submitted within the aforementioned time limit, will be tantamount to the Entrant's withdrawal from the Competition.
7. Due to the current epidemic situation, the Organizer allows for the exchange of correspondence (including the conclusion of an agreement, as indicated in § 4 sect. 9 of the Regulations) with the Participants through the exchange of scans of documents signed by the parties to the agreement.
8. In matters not regulated by these Regulations, relevant provisions of universally applicable law in Poland will apply.
9. These Regulations shall come into force on 1st October 2021.
10. Each Participant has the right to request the Organizer to clarify the content of the Rules and Regulations.