I. General provisions

- 1.1. The organizer of "LOT Dla Firm" flyer programme, hereinafter referred to as the "LDF Programme", is LOT Polish Airlines S.A., with its registered office at ul. Komitetu Obrony Robotników 43 in Warsaw (02-146), entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division, under KRS No. 0000056844, hereinafter referred to as the "Organizer" or "PLL LOT".
- 1.2. The LDF Programme is implemented by the Organizer with the participation of partners, i.e. entrepreneurs with whom the Organizer has concluded an agreement on cooperation for LDF Programme's execution, hereinafter referred to as "Marketing Partners". The conditions of participation of each Marketing Partner in the LDF Programme are available on the LDF Programme website in the tab referring to a given Marketing Partner. The Marketing Partners shall not be entitled to file any statements or incur liabilities on behalf of the Organizer.
- 1.3. The LDF Programme aims at awarding the Participants for using the services of the Organizer and Marketing Partners as part of the business trips of the Participant's employees by means of accrual of points in the Participant's account, which may then be redeemed for Awards offered under the LDF Programme.
- 1.4. The LDF Programme is available on the territory of the Republic of Poland.
- 1.5. The Organizer reserves the right to amend these Terms and Conditions, provided that the amendments do not infringe upon the rights acquired by Participants prior to the amendment. Notice of amendments to the Terms and Conditions will be posted on the LDF Program Website no later than 14 days prior to the entry into force of the amended Terms and Conditions.
- 1.6. Any disputes arising from the performance of obligations related to the LDF Program will be resolved by the court having jurisdiction over the Organizer's registered office.
- 1.7. All marketing materials regarding the LDF Program are for informational purposes only.
- 1.8. The Terms and Conditions are available on the LDF Program Website at: https://www.lot.com/pl/pl/lotdlafirm/o-programie

II. LDF Programme Participants

- 2.1. The LDF Programme can be joined by natural or legal persons, unincorporated organizational units which run an active and permanent business or commercial activity, as well as other social and professional organizations with their permanent registered offices in the territory of the Republic of Poland.
- 2.2. In the case of entrepreneurs running the activity on the basis of a civil law partnership agreement, all the shareholders of the civil law partnership will be jointly treated as the LDF Programme Participant, which means that shareholders running a business activity in the form of such a partnership cannot be members of the LDF Programme independently / separately. This principle also applies to other multi-shareholder forms of activity which is not recognized by law as separate entity.
- 2.3. The LDF Programme is dedicated for small and medium-sized entrepreneurs whose annual spending on air travel does not exceed PLN 150,000.00. For entrepreneurs whose annual air travel expenses exceed the limit indicated in the above-mentioned statement, PLL LOT offers a separate form of cooperation under Corporate Incentive Programme agreements, hereinafter referred to as

- "CIP cooperation". Should the Programme Participant exceed the annual air travel expenses limit set at PLN 150,000.00, the PLL LOT sales agent shall negotiate with the Participant the optimal terms and conditions of CIP cooperation. Both in the case when the Participant decides to start CIP cooperation, as well as in the case when the Participant refuses such cooperation, they remain a LDF Programme Participant but their LDF Programme account shall be automatically blocked for the duration of CIP cooperation or for the time when annual air travel expenses exceed the limit of PLN 150,000.00. In such a situation, the points collected in the Participant's account in the previous period can be spent for Awards as per validity thereof.
- 2.4. The LDF Programme may not be participated in by entities being agents in the sales of air tickets, i.e. IATA Agents, NON-IATA Agents, travel agencies, as well as owners of other companies being at the same time owners or employees of business entities connected with the travel industry.
- 2.5. The LDF Programme cannot be participated in by entities which have signed other agreements with PLL LOT that guarantee special terms of ticket purchase (including local and/or global CIP agreements).

III. Registration in the LDF Program

- 3.1. In order to participate in the LDF Programme, it is necessary to register at the LDF Programme's website- https://www.lot.com/pl/pl/lotdlafirm (hereinafter "LDF website"). During the registration, the Participant is obliged to indicate the company's name, address details, NIP and REGON numbers, as well as name and surname and contact data of the person responsible for handling the LDF Programme on behalf of the Participant, who may be the owner of the company/member of the management body (hereinafter "Account Owner") or an employee/associate of the company authorized to act on behalf of the Participant (hereinafter "Account Manager").
- 3.2. After registration, the Participant will receive an e-mail confirming the registration, along with a link to activate the Account in the LDF Program, a special LF number and a password to access the Account.
- 3.3. Participation in the LDF Program and providing data related to participation is completely voluntary, but necessary for registration in the LDF Program.
- 3.4. Registration of participation in the LDF Program in accordance with point 3.1 means that the Participant accepts the rules of the LDF Program specified in these Regulations.
- 3.5. Only persons authorized by the Participant may act on behalf of the Participant in the Program. The Organizer reserves the right to request that a person taking action under the LDF Program on behalf of the Participant presents a document stating their authorization to act in such capacity.
- 3.6. The Account Owner/ Account Manager has access to all functions of the Account, i.e. they have exclusive rights to manage to earn and to spend of Points, to register new employees and remove them from the list of employees participating in the Program and to decide which rights are granted to a given employee participating in the Program.
- 3.7. The Participant's employee participating in the Programme shall be entitled to review the Account history and buy full-fare tickets.

- 3.8. The LDF Programme Organizer reserves the right to verify at any given time the data submitted by Participants during the registration in order to verify their completeness and authenticity, as well as the right to reject a Participant's application for the Programme (rejection of participation) or to block a Participant's account in the event that the information provided in the registration form should prove false.
- 3.9. The LDF Programme Organizer reserves the right to control, at any time, whether the Participants comply with the terms and conditions of these Rules, in particular as regards the rules of accruing points for Participant's employees' flights. In such a case, relevant provisions of section 9.6 of the Rules shall apply.
- 3.10. The Organizer shall not be obliged to notify the Participant whose application for the LDF Programme was questioned of their application having been rejected.
- 3.11. The Organizer informs that in the event of rejection of an application, it will not enter the data submitted by the applying entity to the LDF Programme's database. The application will be filed for evidential purposes, though.
- 3.12. The LDF Programme Participant is obliged to protect the LF number and access password to the LDF Program Participant's account against any unauthorized access.
- 3.13. Should any suspicion arise that the Participant's LF number and password have been used by an unauthorized person, or should they be lost, stolen or made available to unauthorized third parties, the Participant should immediately notify thereof the Programme Service Centre by calling the telephone number indicated on the LDF website in the Contact tab.
- 3.14. The Account Owner/ Account Manager is obligated to:

a/ register in the LDF Program each employee/associate of the LDF Program Participant who participates in the earning and spending of Points in the LDF Program;

b/ immediately remove from the list of employees/associates participating in the LDF Program any employee/associate with whom the employment relationship or collaboration has been terminated.

IV. Program Statuses

4.1. The LDF Programme offers its Participants 4 participation statuses - START, BLUE, SILVER and GOLD.

START STATUS - the status is granted to each Participant upon registration in the LDF Program.

BLUE STATUS - the Participant is promoted to this status at the moment of accruing Status Points for the first purchase of an air ticket. Points collected under this status are valid for 24 months.

SILVER STATUS - the Participant is promoted to this status after having collected 20 thousand Status Points for the purchase of air tickets on their account within 12 months. Points collected under this status are valid for 36 months.

GOLD STATUS - the Participant is promoted to this status after having accrued 70 thousand Status Points. Points collected under this status are valid for 36 months.

4.2. Membership in individual statuses in the Program is associated with a specific scope of privileges, in accordance with the Status Table available on the LDF website.

- 4.3. After the consecutive 12 months, the system automatically verifies the Participant's current status based on the number of Status Points collected by the Participant in the Account during the last 12 months. Status Points are valid for 12 months from the moment of acquisition. When re-verifying the Participant's status after 12 months, the Status Points that were taken into account during the previous verification will not apply.
- 4.4. The Participant may also be promoted to a higher status at any time during the 12-month period if the Participant collects the required number of Status Points during that time.

V. The types of Points in the LDF Program

- 5.1. Premium and/or Status Points are awarded in the LDF Program.
- 5.1.1. Premium Points are accrued on the Participant's Account for the purchase of airline tickets for flights operated by PLL LOT (excluding charter and code-share flights), as well as for the purchase of services of LDF Program Marketing Partners, when the reservations for these services were made via the LDF website. Premium Points can be spent for Awards in the LDF Program.
- 5.1.2. Status Points are accrued on the Participant's Account only for the purchase of airline tickets for connections operated by PLL LOT (excluding charter flights and code share). Status Points determine only the Participant's status in the Program and cannot be spent for Awards in the LDF Program.

VI. Awarding of Points

6.1. Points in the LDF Program may be accrued for:

a/ a flight ticket used by the Participant for flights operated by PLL LOT (excluding charter and code share flights), where the passengers are employees/associates of the Participant;

b/ the purchase by the Participant of selected ancillary services as part of the fully paid flight ticket used. Detailed rules for accrual are available in the Regulations for accrual of Points for Additional Services.

- c/ for the purchase and implementation of services of LDF Program Marketing Partners, when reservations for these services were made via the LDF Website.
- 6.2. In the case of flight tickets, the number of Points accrued corresponds to the price of the flight ticket excluding airport fees and additional fees. If the flight consists of two or more travel segments, the number of Points is accrued in accordance with the price of the individual segments. The segment price is calculated based on the distance.
- 6.3. Points are automatically accrued to the Participant's account after using the flight ticket that was previously booked and paid for.
- 6.3.1. In the case of purchasing a flight ticket via the LDF Website, after logging in, the Participant's LF number in the Program is automatically loaded to the booking from the Participant's profile.
- 6.3.2. In the case of purchasing a flight ticket via the website www.lot.com, it is necessary to register, create a profile on lot.com and provide the Participant's LF number in the profile once. After logging in to lot.com, the LF number will be automatically added to each booking.
- 6.3.3. In the case of purchasing a flight ticket via a PLL LOT agent, the condition for accruing Points is to provide the Participant's LF number in the LDF Program in the booking. The Participant is solely responsible for providing an incorrect participation number in the Program.

- 6.4. Points that have not been automatically saved to the Participant's Account may be accrued within 6 months from the date of the flight via the LDF Website in the "Accrue missing flight" tab. Points will be accrued within 10 days from the date of reporting the flight on the LDF website. If, despite the notification, the Points are not accrued within the specified time, the fact of the flight should be reported by e-mail to the following e-mail address: lotdlafirm@lot.pl and the e-ticket and the invoice for the purchase of this ticket should be attached to the e-mail.
- 6.5. The LDF Program Participant may at any time check the current balance of their Program Points by logging into their Account on the LDF Website.
- 6.6. Program Points cannot be spent in the following cases:
- a/ for the purchase of an unused or refunded flight ticket or ancillary service;
- b/ for an unlawfully obtained flight ticket or ancillary service;
- c/ for the purchase of an flight ticket for a charter or code-share flight;
- d/ for an air ticket purchased at a special discounted or group rate, with the exception of group bookings for companies indicated by merchants /class G;
- e/ for a flight ticket awarded as a prize;
- f/ for a flight ticket purchased in certain booking classes;
- g/ for a travel class upgrade and other ancillary services that the passenger received as benefits in another loyalty or motivational program of which he/she is a participant;
- h/ for flight tickets or ancillary services for the sale of which Points were accrued in violation of the terms of other programs of the Organizer;
- i/ for flight tickets, ancillary services or services of Marketing Partners of the LDF Program that were not purchased by the Participant or on behalf of the employees/associates of the Participant.
- 6.7. The Organizer reserves the right to change the terms and conditions of accruing Points in the LDF Program at any time.
- 6.8. Points or miles earned by the Participant in other programs cannot be exchanged for Points in the LDF Program, unless an appropriate agreement is concluded between the Program Organizer and the entity implementing another program. It is also not possible for the Participant to transfer the Points collected in the LDF Program to other accounts or to withdraw an amount of money equivalent to the Points collected in the Participant's account in the LDF Program.
- 6.9. Detailed information on the rules for calculating Points in the LDF Program is provided on the LDF Website in the EARN POINTS tab.

VII. Spending Premium Points

- 7.1. The Participant may spend Points for Awards offered in the Program only and provided that the balance of these Points collected in the Participant's Account allows for obtaining the selected Award and this Award is available.
- 7.2. Detailed information on the Awards offered in the Program, the terms of realization of a given Award and the number of Premium Points required to obtain a given Award are specified on the LDF Website in the SPEND POINTS tab and in the Regulations for a given Award, which constitute

an integral part of these Regulations and are available on the LDF Website in the SPEND POINTS tab in the sub-tab concerning a given Award.

- 7.3. Awards are ordered by filling in the Award Form, available on the LDF Website after the Participant logs in to their LDF Program Account. When the Participant places an order for a Award, the number of Premium Points required for a given Award is blocked. Points will be deducted from the Participant's Account after the Program Service Center confirms the availability of the Award. In the event that the Award is unavailable, the Organizer will inform the Participant and the blocked Premium Points will be returned to the Participant's Account in the LDF Program.
- 7.4. Premium Points collected on the Participant's Account in the LDF Program are valid for a period of 24 months from the date of the flight, additional service or service of the LDF Program Marketing Partner for which they were earned and if they are not spent for Awards within this period, they will be cancelled.
- 7.5. The terms of return and withdrawal of the ordered Award are regulated by the Regulations of the given Award available on the LDF Website in the SPEND POINTS tab in the sub-tab concerning the given Award.
- 7.6. The Participant cannot exchange the ordered Award for another Award offered in the Program or for cash.
- 7.7. All Awards in the Program are subject to taxation according to general rules.
- 7.8. Awards offered in the Program may be purchased only for Points collected in the LDF Program, excluding the possibility of cash payments to the missing number of Points required for a given Award.
- 7.9. The services of Marketing Partners of the LDF Program will be provided based on the terms and conditions of the services of that Partner and the Partner is responsible for their proper performance.
- 7.10. Awards in the LDF Program may be used by any person/people indicated by the Participant, however the beneficiary of the Award in the LDF Program remains the Participant.

VIII. Issuance of the Awards

- 8.1. The Award-Ticket is issued in electronic form.
- 8.2. The Participant is obliged to verify immediately upon receipt of the Award-related documents whether the correct documents have been provided and whether the data on the documents is correct.
- 8.3. The validity period of the Award-related documents is specified separately for each Award in the Rules of the Award, available on the LDF Website in the SPEND POINTS tab in the sub-tab concerning the Award.
- 8.4. In the event of theft, destruction or loss of the Award-related documents in the LDF Program, the Participant is obliged to immediately report this fact to the Organizer.

IX. Abuse and prohibited actions

9.1. The following in particular are considered abuses and prohibited activities in the LDF Program:

a/ registration in the LDF Program and the acquisition and use of Points in the LDF Program by entities who are not entitle to participate in LDF Program in accordance with point II of the Regulations;

b/ registration in the LDF Program of the entity without the knowledge or permission of its owner or management board;

c/ use in the LDF Program of Points registered on the Individual Participant Account, which were obtained in a manner inconsistent with the provisions of these Regulations;

d/ sale, exchange, sale at auction or conclusion of any other commercial transaction with a third party, the subject of which are Points collected in the Program or an Award in the Program;

e/ arrangement as to the method of acquisition or sale of Points or Awards obtained in the Program;

f/ acquisition or transfer of Points in the LDF Program in a manner inconsistent with the provisions of the Regulations;

g/ realization or use of Award or documents related to Award in violation of the provisions of the Regulations, in particular the terms of realization of a given Award, specified in the Regulations of a given Award;

h/ the Participant accruing Points in the LDF Program contrary to the provisions of this Regulations;

i/ other actions taken by the Participant inconsistent with the provisions of the Regulations.

- 9.2. In the event of suspicion that the Participant has taken unauthorized actions, the Organizer will summon the Account Owner or Account Manager and/or the Participant, to provide explanations in the matter within 7 business days and will block the Participant's Individual Account in the Program until the matter is resolved. If the Account Owner or Account Manager and/or the Participant fails to provide explanations within the time specified above, the Organizer may again summon the Participant to provide explanations within an additional period of 3 days or maintain the blockade of the Participant's Individual Account in the Program for a period of 3 to 12 months.
- 9.3. If the explanations provided by the Account Owner or Account Manager and/or the Participant confirm prohibited actions, the Organizer will block the Participant's Individual Account in the Program for a period of 3 to 12 months.
- 9.4. Regardless of the provisions of point 9.3 above, if as a result of the Account Owner or Account Manager and/or the Participant prohibited actions the Organizer suffers damage, the blocking of the Participant's Individual Account in the Program will be maintained until the Participant redresses the damage suffered by the Organizer as a result of the Participant's violation of the Program Regulations. The Participant is responsible for damages arising from violations of the Regulations made by the Account Owner or Account Manager and/or the Participant. The Organizer will notify the Participant of the amount of damage suffered.
- 9.5. If, after the Awrad is ordered by the Participant, it turns out that it was obtained by the Participant on the basis of Points obtained in violation of the provisions of the Program

Regulations or was implemented by the Participant in violation of the provisions of the Regulations regarding the principles of implementation of a given Award, the spent Points are cancelled and the Participant, upon the Organizer's request, is obliged to reimburse the Organizer the actual value of the Award.

- 9.6. If abuses related to obtaining or realizing the Award are revealed before the Participant starts to redeem the Award, the Organizer will block or confiscate the documents related to the Award and refuse to issue the Award. The Points used to redeem such an Award are not refundable and will be cancelled.
- 9.7. If prohibited activities are revealed, the Organizer will cancel the Points collected by the Participant in violation of the provisions of the Regulations.
- 9.8. If it is found that the Participant has repeatedly undertaken prohibited activities, the Organizer may, at its own discretion, either block the Participant's Individual Account in the Program for a period of 6 to 12 months or delete the Participant's account in the Program without the right to participate in the Program again.
- 9.9. The Organizer reserves the right to review documents such as flight tickets or other services for which Program Points are awarded at any time to verify the correct accrual of Program Points. To this end, the Organizer will request the Account Owner or Account Manager and/or the Participant to provide the indicated documents within 7 business days and will block the Participant's Program Account solely for the purpose of spending Program Points until the submitted documents are verified. If verification is successful, the Account will be unblocked. If, as a result of document verification, the Organizer has reasonable suspicion that the Participant has engaged in prohibited activities, the provisions of Section 9.2 and subsequent sections of this Chapter will apply.
- 9.10. The provisions of this Chapter do not affect the Organizer's right to pursue further claims from the Program Participant, aimed at redressing the damage suffered by the Organizer in full.

X. Liability of the Organizer

10.1. The Program Organizer shall not be liable for:

a/ failure to perform or improper performance of services provided by the Program Marketing Partners. The Partner's terms and conditions shall apply to the services provided by that Partner;

b/ incorrect completion of the application form by the Participants and for the consequences of subsequent changes to the data and information provided in the participation application, in particular for inability to contact the Participant or provide the Participant with the Award;

c/ any damage incurred by Participants in connection with actions of persons who gained unauthorized access to the Participant's ID number and password;

d/ any errors in awarding Points to a Participant's Account in the Program resulting from Participant's use of an incorrect ID number or other data under the Program;

e/ any damages incurred by Participants or third parties as a result of Participants' actions that are inconsistent with the provisions of the Regulations;

10.2. The Program Organizer's liability towards a Participant shall be limited to the value of the Award due to the Participant.

XI. Termination of participation in the Program

11.1. The Participant may choose to resign from participation in the Program at any time with immediate effect by sending the Program Organizer a declaration of resignation by e-mail to lotdlafirm@lot.pl In such a situation, the Individual Participant Account will be closed immediately, no later than within 2 business days from the day the Organizer receives the Participant's declaration. The declaration can be submitted by Account Owner or Account Manager.

11.2. Participation in the Program ceases:

a/ on the date of cessation of business activity, in the case of a Participant who is an individual conducting business activity;

b/ on the date of filing for bankruptcy or on the date of announcement of liquidation, in the case of a Participant who is not an individual,

11.3. The Program Organizer shall exclude a Participant from the Program if:

a/ no Points are credited to Participant's Account in the Program within 12 consecutive months. In this situation the Participant may register for the Program again.

b/ The Participant, Account Owner or Account Manager has once again engaged in prohibited actions in the Program. In this situation, the Participant is not entitled to re-participate in the Program;

c/ the Participant's employee/associate using the flight for which Points were awarded in the LDF Program has repeatedly violated the general conditions of carriage of passenger and baggage in LOT Polish Airlines. In such a situation, the Participant is not entitled to re-participate in the LDF Program;

d/ the Participant's employee/associate using the Award has repeatedly violated the terms and conditions of service in connection with the redemption of the Award. In such a situation, the Participant is not entitled to re-participate in the LDF Program;

- 11.4. In the event of a Participant's exclusion from the LDF Program, any Points that have not been redeemed for Awards by the time the Account is closed will be cancelled.
- 11.5. In the case of situations described in point 11.3. b/ or c/ above, the provisions of Chapter VI. Abuse and prohibited actions shall apply accordingly.

XII. Complaint procedure

- 12.1. Complaints regarding the LDF Program can be submitted by Participants via email to the Organizer's email address: lotdlafirm@lot.pl
- 12.2. The complaint can be submitted only by the Account Owner or Account Manager.
- 12.3. The complaint should include the Participant's trade name and address, email address, and contact phone number, as well as the reason for the complaint and the expected resolution method.

- 12.4. Complaints regarding any discrepancies in the balance of Points on the Participant's Individual Account must be reported within 4 (four) weeks from the date of realization of the flight sold by the Participant.
- 12.5. Complaints are processed by the Organizer within 30 days from the date of their delivery to the Organizer.
- 12.6. The Organizer will inform the Participant of the resolution of the complaint via email to the address provided by the Participant. The Organizer's decision regarding the complaint is final and binding.

XIII. Accounting Documentation

- 13.1. An invoice for the purchase of a flight ticket for which Points will be accrued in the LDF Program, purchased through the LDF Program website or after logging in at www.lot.com, will be issued automatically using the Participant's details available in the Participant's LDF Program Account.
- 13.2. At the Participant's request, the Organizer will issue an invoice for the Award Ticket, including airport fees and taxes. To do so, please contact the Program Service Center. The invoice will be issued using the Participant's details provided in the Participant's LDF Program Account.

XIV. Duration of the Program

- 14.1. The LDF Program lasts until revoked by the Organizer under the terms specified in the Regulations.
- 14.2. The LDF Program may be suspended or terminated by the Organizer at any time. The Organizer will inform Participants about the suspension or termination of the Program no later than 30 days before the date of suspension or termination of the Program.
- 14.3. In the event of suspension or termination of the LDF Program, Participants have the right to:
- a/realisation Awards ordered before the date of termination or suspension of the LDF Program;
- b/ spend accumulated Points for Awards within 30 days from the date of notification of the suspension or termination of the LDF Program, after this period, the Points will be cancelled.
- 14.4. The Organizer will inform Participants about the resumption of the LDF Program no later than 30 days before the date of resumption of the LDF Program.

XV. Personal data protection

15.1. The controller of personal data of a Participant who is a natural person conducting business activity or a partner in a civil partnership, as well as the personal data of an employee of a Participant who is the Programme Participant Account's Owner or Manager and an employee of the Programme Participant are Polskie Linie Lotnicze LOT S.A. (LOT Polish Airlines) with its registered seat in Warsaw (02-146 Warszawa), ul. Komitetu Obrony Robotników 43. The organizer can be contacted in writing at the address of the registered office, at the e-mail address: lotdlafirm@lot.plor by phone, calling the number + 48 22 459 62 20.

- 15.2 The Organizer has appointed a Data Protection Officer to be contacted in all matters relating to the processing of personal data of LOT Dla Firm Programme Participants via e-mail: iod@lot.pl or in writing at the address of the Organizer's registered office.
- 15.3. The LOT Dla Firm Programme Participant shall provide the Organizer with its own personal data if it is a natural person conducting business activity or a partner in a civil partnership unless it is represented in the Programme by a Manager, who is an employee of the Participant, in the form of name and surname, business e-mail address and business phone number. The Manager of the LOT Dla Firm Programme Participant shall provide the Organizer with its own personal data consisting of the name and surname, business e-mail address and business phone number. The Employee of the LOT Dla Firm Programme Participant shall provide the Organizer with its own personal data consisting of the name and surname, business e-mail address and business phone number. Provision of the above-mentioned data shall be entirely voluntary; however, it is necessary for the Organizer to be able to carry out the Programme.
- 15.4. The Programme Participant who is a natural person conducting business activity or a partner in a civil partnership, as well as the Participant's employee who is the Programme Participant Account's Owner and/or the Participant's employee participating in the Programme may agree to receive promotional and commercial materials from the Organizer, the Programme Marketing Partners and the Organizer's commercial partners via electronic means of communication at the email addresses and business and/or private phone numbers indicated on the registration form. Such consent shall not be a precondition necessary for the Participant and/or Participant's employee to join the Programme.
- 15.5. The Programme Participant who is a natural person conducting business activity or a partner in a civil partnership, as well as the Participant's employee who is the Programme Participant's Manager and/or the Participant's employee participating in the Programme may agree to receive marketing materials from the Organizer via telecommunications terminal equipment and automated calling systems at the email addresses and phone numbers indicated on the registration form. Such consent shall not be a precondition necessary for the Participant and/or Participant's employee to join the Programme.
- 15.6. The consents referred to in item 3 above shall be made by way of checking the appropriate fields on the application form during the process of registration for the Programme or in the Programme Participant's account in the "Consents" tab. The consent can be revoked at any given time. In order to do so, the Participant should log in to his or her account in the Programme, open the "Consents" tab and uncheck the field for the granted consent or contact the Organizer by calling +48 22 459 62 20.
- 15.7 The Organizer shall process personal data for the following purposes:
- 15.7.1 exercising the rights and obligations of the Organizer related to participation in the LO Dla Firm Programme (including in connection with the provision of selected services), in connection with their indispensability to the execution of the Programme, if the Programme Participant is a natural person, or on the basis of a legitimate interest, if the Programme Participant is a legal person;
- 15.7.2 sending a newsletter to the provided email address, which includes a current offer of the LOT Dla Firm Programme, information of newly introduced promotions and services, organized events and competitions as well as special based on the legitimate interest of the Organizer consisting in direct marketing of services and own products;

- 15.7.3 make phone calls to the provided telephone number, for the purpose of marketing products and services offered by the Organizer based on the legitimate interest of the Organizer;
- 15.7.4 sending to the e-mail address provided a newsletter concerning Organizer's business partners that includes current offer, information on promotions and services introduced to the market, organized events, competitions and special offers based on the legitimate interest of the Organizer entailing a direct marketing of services and products of other entities;
- 15.7.5 make phone calls to the provided telephone number, for the purpose of marketing products and services offered by the business partners of the Organizer, based on the legitimate interest of the Organizer;
- 15.7.6 statistical, analytical and reporting purposes based on a legitimate interest of the controller, i.e. improving the quality of services and adapting them to the needs of the Users;
- 15.7.7 accounting, bookkeeping and tax purposes related to the execution of legal obligations of the Organizer;
- 15.7.8 possible determination, investigation or defence against claims on the basis of the legitimate interest of the controller, i.e. the protection of information in the event of a legal need to prove the facts.
- 15.8 Personal data of the Programme Participants may be transferred to:
- 15.8.1 entities related by capital with the Organizer,
- 15.8.2 entities involved in execution of selected awards (e.g. hotels, restaurants),
- 15.8.3 entities providing the Organizer with selected services related to the execution of the Programme (accounting, legal, marketing, IT services to an extent necessary to provide such services).
- 15.9 The Organizer shall store the personal data of LOT Dla Firm Programme Participants:
- 15.9.1 in order to exercise rights and obligations resulting from the Programme until the date of expiry of possible claims due to the execution of the Programme (no longer than for 6 years from the date of termination of the agreement concerning participation on the Programme).
- 15.9.2 in order to send commercial information to the given email address or telephone contact to the provided telephone number no longer than until the moment of withdrawal of the consent to send commercial information / object to the processing of personal data for the purposes of direct marketing,
- 15.9.3 for statistical, analytical and reporting purposes 5 years,
- 15.9.4 for bookkeeping purposes until the day the financial statements for the trade year are approved;
- 15.9.5 for tax purposes no longer than a period of 5 years from the end of the calendar year during which the tax obligation arose.
- 15.10 In relation to participation in the Programme, the Participants are entitled to the following rights exercised through contact with the Organizer via any communication channel indicated in items 13.1 and 13.2 above:

- 15.10.1 right to access the contents of personal data by requiring sharing or sending a copy of personal data package processed by the Organizer;
- 15.10.2 right to require rectification of personal data through indication of incorrect personal data the Programme Participant is subject to,
- 15.10.3 right to erase personal data; The Organizer has the right to refuse to erase data in cases specified by law;
- 15.10.4 right to restrict the processing of personal data by indicating which data ought to be limited in terms of processing,
- 15.10.5 right for portability of personal data by requesting preparation and transfer of personal data by the Organizer which were transferred by the Participant to the Organizer or other administrator, in a structured, commonly used format in a machine readable form; only data obtained on the basis of a consent are subject to portability,
- 15.10.6 right to object to processing of personal data based on the legitimate interest of the controller on grounds relating to a particular situation or to object to processing of personal data based on the legitimate interest of the controller for the purposes of direct marketing,
- 15.10.7 file a complaint to a supervisory authority, in particular in a member state of its habitual residence, workplace or place of alleged infringement, should the Participant claim that processing of his/her personal data infringes the provisions of the GDPR.
- 15.11 Provision of personal data by the Participant that are marked as obligatory is necessary solely for the purposes of:
- 15.11.1 deliver services within the scope of the LOT Dla Firm Programme,
- 15.11.2 addressing to the Participant the messages regarding the current offer, validity of the points, information of newly introduced promotions and services, organized events and competitions and special offers by the Organizer and its business partners under the LOT Dla Firm Programme.
- 15.12 Information clause of the Organizer in relation to participation in the LOT Dla Firm Programme is available in the Data protection tab.