

# "Allegro Days" Program Terms & Conditions

The Terms & Conditions apply until March 25, 2024

Valid from March 25, 2024

## SECTION 1. DEFINITIONS

The following terms used in these Terms & Conditions have the meaning as specified below:

1. Company — Allegro sp. z o.o. with its registered office in Poznań, at ul. Wierzbicice 1B, 61-569 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number: 0000635012, share capital: PLN 40,000,00, Tax Identification Number (NIP): 525-26-74-798, National Business Registry Number (REGON): 365331553.
2. Allegro Days — a program organized by the Company, as part of which a promotional campaign is carried out once a month promoting attractively priced Offers (hereinafter: "Campaign"). Offers qualified for the Campaign receive a special Offer badge: "allegro days".
3. Terms & Conditions — these Terms & Conditions constitute an integral part of the Agreement made between the Company and the Partner.
4. Allegro — an open online transaction platform where Transactions are carried out and other Transaction-related services are provided, operated in the allegro.pl domain.
5. Partner — a Seller operating on Allegro, a Business Account holder.
6. "Limited Offers" – time-limited Offers featured and promoted by the Company, including in a time-restricted format, and meeting each time the Campaign participation criteria referred to in Section 3(3) and (6) below.

Capitalized terms not defined above have the meaning assigned to them in the Allegro Terms & Conditions.

## **SECTION 2. GENERAL TERMS OF PARTICIPATION**

1. Offers will be selected for the Campaign once a month. The Company, as part of internal information and training areas for Partners located on Allegro (e.g., Allegro Academy, For Sellers, etc.).
2. The Campaign is addressed to Allegro Partners, who meet the following conditions:
  - a. have an active Business Account on Allegro;
  - b. have configured at least one payment method from those available on Allegro, in accordance with Appendix No. 7a or 7b of the Allegro Terms & Conditions,
  - c. have no arrears towards the Company for the use of services available on Allegro,
  - d. achieve a Sales Quality rating at least at the "Neutral" level on the Business Account referred to in sub-paragraph a) above,
  - e. accepted these Terms & Conditions,
  - f. has an active SMART! badge in their listed Offers — these Offers must meet the conditions of the Allegro Smart! delivery throughout the Campaign period.
3. The Company reserves the right to verify whether the Offer qualified for participation in the Campaign has an active SMART! badge. Allegro.pl reserves the right to remove it from the Campaign if the Offer loses such status. The benefits for the Partner's participation in the Campaign shall be accounted for only for the period in which the Offer met the Campaign conditions.
4. Offers covered by the Campaign will receive a special badge that will be visible to Buyers as "allegro days" or -x % on an orange background (the percentage discount shown on the offer reflects the discount given by the Partner).
5. **For participation in the Campaign, for all Offers qualified for the Campaign, the Company charges an additional sales commission according to the rules indicated in Appendix No. 1, paragraph 1 of the Deal Zone Terms & Conditions.**

## **SECTION 3. SUBMITTING AND SELECTING OFFERS FOR THE CAMPAIGN**

1. Offers are selected for inclusion in the Campaign based on the Company's decision. The decision is based, in particular, on the verification of the attractiveness of the

price of the listed Goods with respect to market and Allegro prices, prevailing sales trends in the Allegro categories, including seasonality, the uniqueness of the Goods, the Goods' selling potential on Allegro, the recognizability of the Goods, and how often they are searched for by Buyers, the quality of the Goods (including the quality of the material from which they are made), whether the Goods have relevant certificates, shipping terms, the warranty period, the quantity of Goods in the Offer, the quality of the description, images, the Offer template, and the value of products added to the Offer as freebies. Allegro.pl may qualify Offers already participating in the Allegro Prices Program to the Campaign.

2. Partners may only submit active Offers to the Company, as per the requirements below (Submission content):
  - a. submitting active Offers listed on Allegro at a given moment,
  - b. determining the required parameters for the Goods,
  - c. determining the required parameters for the Offer, i.e., Condition > New, Offer type > Buy Now.
3. The content of the Application may be transmitted to the Company as follows:
  - a. Via the "My Allegro" tab -> "Campaigns & Programs,"
  - b. using the REST API tool (exclusively for Partners whose revenue in offers with the "allegro days" badge during the Allegro Days March 2024 campaign amounted to a minimum of PLN 6,000 gross).
4. Criteria and rules for submitting Offers:
  - a. The Partner should give at least a 10% discount on the lowest price of the Goods in the Offer, calculated from the last 30 days before the Offer's submission to the Campaign (this price will be visible in the Offer as a crossed-out price).
  - b. all Offers must have Allegro Smart! shipping terms enabled.
  - c. Offers listed in the categories specified in paragraph 2(4)(d) of the Deal Zone Terms & Conditions cannot be submitted for the Campaign.
5. Once submitted, the content of the submission shall be verified by the Company. The Partner shall be notified of the verification result within 1 working day from the date of submission to the Company. Offers can be submitted within the time limits

indicated each time in the content of the article published on Allegro at <https://allegro.pl/dla-sprzedajacych>.

5. In the case of Limited Offers, cooperation conditions, including Offer promotion times, are decided separately and for a definite period, individually for each Partner.
6. The Partner may impose a purchase limit within all Offers submitted to the Campaign.
7. Submitting an Offer to the Campaign shall be tantamount to accepting the Terms & Conditions and the terms of the Campaign, including fees, and positive verification of the content of the submission by the Company against the criteria described in the Terms & Conditions shall be tantamount to concluding the Agreement with the Company as part of the Campaign. By participating in the Campaign, the Partner declares that they agree that the Company may change the price of the Goods listed as part of the Campaign for the Campaign duration, in accordance with their request and the data provided in the submission form.
8. The Company reserves that the price in the Offer submitted to the Program may not be changed if the Partner's Account has a sales suspension and the required parameters, such as the complaint, the warranty, the delivery, or mandatory item parameters, are not set.
9. The Company reserves that if the Offer qualified for the Campaign is closed due to:
  - a. the expiry of the Offer validity period,
  - b. sale of all units of the Goods available in the Offer,
  - c. closing of the Offer by the Partner,

the relisting of the Offer (closed/expired as described above) with the price set before the date of qualifying for the Campaign (the non-discounted price) shall be possible only when the Partner fills in the Offer relisting form again.

#### **SECTION 4. BENEFITS FOR PARTNERS**

1. The Company will grant packages of additional "Featured Offers" (19.90 PLN/10 days) options, equivalent to the additional Deal Zone sales commission calculated for these Offers during the Campaign's term to Partners participating in the Campaign.

2. The benefits will be granted according to the following rule: the Company will make the conversion and sum up all the amounts calculated in accordance with paragraph 1 above, then the total sum will be divided by PLN 19.90 (the Featured Offers option's cost in accordance with the Company's Price List ). As a result of these actions, the Partner will receive a certain number of additional Featured Offers options (the result of the actions referred to in the previous sentence will be rounded up to a whole number), which will be granted to the Partner within 30 days from the end of the Partner's participation in the Campaign.

For example: If, during the Campaign, the amount of the additional Deal Zone sales commission charged for the Partner's Offers is PLN 1990, then the entire amount will be divided by PLN 19.90. The result will be 100. This means that the Partner will be able to use 100 additional "Featured Offers" options (PLN 19.90/10 days) to promote its offers at a later date.

3. The Featured Offers package received must be accepted in the tab: My Allegro > My Sales > Services for Sellers > Discount Center (<http://allegro.pl/myaccount/bundles/Index.php>). The validity period of the package received is 3 months from the date of its allocation at the Discount Center.
4. Additional "Featured Offers" options operate in accordance with the Allegro Terms & Conditions. Featuring fees shall be charged as per [Appendix No. 4](#) of the Allegro Terms & Conditions should the use of the additional "Featured Offers" options exceed the number of awarded "Featured Offers" options or the expiry date of the package awarded as part of the Campaign.
5. In the case of the additional "Featured Offers" options, the Company indicates that it automatically renews after the expiration of the awarded package for a subsequent 10-day cycle. In order to avoid being charged the regular fee (after exceeding the number of "Featured Offers" options or the expiry date of the package) under the principles outlined in the Allegro Terms & Conditions, the additional "Featured Offers" options should be disabled by editing the Offer before the end of the 10-day cycle. The additional sales commission on Featured Offers in the scope not covered by this Campaign is charged in accordance with the price list (Appendix No. 4 of the Allegro Terms & Conditions; it is not free of charge).

6. As regards Partners proposing Limited Offers, the Company shall grant benefits specified in separate arrangements between the Company and the Partner.
7. The Company reserves that the Campaign cannot be combined with other programs and campaigns (including bundles). The Company reserves that if Offers qualified for the Campaign are combined into sets, the Goods from such Offers will be sold at the base price.

## **SECTION 5. PERSONAL DATA**

1. The Company is the controller of Campaign Participants' personal data in connection with the provision of the Service, within the meaning of Article 4 paragraph 7 of the 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 the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) ("GDPR"). Personal data processing principles are provided in Appendix No. 5 of the Allegro Terms & Conditions titled "Privacy protection policy."

## **SECTION 6. FINAL PROVISIONS**

1. The Company reserves the right to not carry out the Campaign in a particular month, and in this case it will inform Partners through internal information and training areas on Allegro (e.g., Help Center, Allegro Academy, For Sellers, etc.).
2. All complaints regarding the Campaign should be submitted in writing within 14 days of the incident against which the complaint is lodged using the [contact form](#).
3. The Company reserves the right to amend and supplement these Terms & Conditions at any time. Such amendments will be announced and published at <https://allegro.pl/dla-sprzedajacych> and become effective on the date indicated by the Company. At the same time, if a Partner does not accept those amendments, they may submit a termination notice electronically (via [the contact form](#)), by the time such amendments become effective. If the termination notice referred to in the preceding sentence is not delivered to the Company, the Partner will be deemed to have accepted the amendments to the Terms & Conditions.

4. During the Campaign, the Partner may opt out of the Allegro Days badge free of charge, via the Campaigns & Programs tab and results in the relevant Offer being withdrawn from the Campaign.
5. **The company may at any time verify the requirements referred to in paragraphs 2 and 3 above, in particular verify specific offers for their attractiveness, based on the conditions described in section 3(1) above. In the event of a negative result of the verification referred to in the preceding sentence, the company may request the partner to update the offer in order to make it compliant with the requirements specified in the terms & conditions, and to remove the offer from the campaign if this offer is no longer attractive in terms of market prices or prices on allegro, or if the offer has no selling potential on allegro.**
6. Regardless of the Partner meeting the terms specified in Sections 2 and 3 above, in justified cases, in particular, when the Partner:
  - a. Fails to comply with the Terms & Conditions or the Allegro Terms & Conditions, in particular, if such failure results in the Account being suspended or in an excessive number of removed Offers, or transactional problems in relation to the sales volume;
  - b. Acts in a way that results in the loss of trust towards that User, or otherwise fails to meet the obligations related to their participation in the Campaign;

The Company reserves the right to refuse to qualify the Partner for the Campaign or remove the Partner from the Campaign. In the situation referred to in the previous sentence, the Company shall justify its decision at the request of the Partner.

7. The Company may remove the Partner from the Campaign and suspend the Partner's Account on the Allegro website without prior notice in the event that the Promotion Partner has taken any steps to circumvent the security measures or caused data falsification.
8. All disputes arising from the provision of services under the Campaign will be settled by the common court competent for the registered office of the Company.
9. Matters not provided for in the Terms & Conditions are governed by the relevant provisions of the [Deal Zone Terms & Conditions](#) or the [Allegro Terms & Conditions](#).

10. These Terms & Conditions have been drawn up in two languages: Polish and English.  
In case of any discrepancies, the Polish version shall prevail.
11. These Terms and Conditions are available at  
<https://allegro.pl/regulaminy/regulamin-programu-allegro-days-d2EknMdbDsG> in a format allowing for their easy reading and printing.
12. If any Offers present Goods that constitute devices within the meaning of Article 1(2)(1) of the Act of April 7, 2022, on medical devices (Dz.U.2022.974), i.e., medical devices, medical device equipment, and products listed in Annex XVI to Regulation (EU) 2017/745 of the European Parliament and of the Council of April 5, 2017, on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC, and in vitro diagnostic medical devices and in vitro diagnostic medical device equipment referred to in Regulation (EU) 2017/746 of the European Parliament and of the Council of April 5, 2017, on in vitro diagnostic medical devices and repealing Directive 98/79/EC and Commission Decision 2010/227/EU, they may participate in the Campaign only after the Partner has previously (before the launch of the Campaign) submitted a written statement in accordance with the Allegro Terms & Conditions (Section 10). This statement must be delivered by the Campaign's start date to the Company address, i.e., Fabryka Norblina, budynek Galwan, ul. Żelazna 51/53, 00-841 Warszawa (marked WYROBY MEDYCZNE).