

## **Paragraph 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, address: ul. Wierzbiecice 1B, 61-569 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000635012, share capital: PLN 40,000,000.00, NIP (Tax Identification Number): 525-26-74-798, REGON (National Business Registry Number): 365331553.
2. Warehouse Cleaning or Program — a program organized by the Company to promote Offers at attractive prices, in accordance with the Terms & Conditions.
3. Terms & Conditions — these Terms & Conditions constitute an integral part of the Agreement concluded between the Company and the Partner.
4. Allegro — an open e-commerce platform where Transactions are carried out and other Transaction-related services are provided, operated at the allegro.pl internet domain.
5. Partner — a Seller operating on Allegro who has a Business Account.

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

## **Paragraph 2 GENERAL TERMS OF PARTICIPATION**

- 1. The Program will start on February 20, 2026, 12 p.m., and will run until March 5, 2026, 11:59 p.m.**
2. The Program is addressed to Users having an active Business Account on Allegro who, as of the date of commencement of registration for the Campaign, meet all of the following conditions:
  - a. Have no arrears towards the Company for the use of services available on Allegro;
  - b. Accept these Terms & Conditions;
  - c. Achieve Sales Quality of at least the Neutral level in the Business Account.
3. By submitting their Offers to participate in the Program, the Partner agrees for these Offers to be covered by special conditions of visibility and availability. Offers qualifying for the Program will be marked by the Company with a special Campaign badge. Allegro reserves the right to change the graphic form, including the color and content of this badge, at any time during the Program, without giving a reason. All information regarding the final appearance and form of the Campaign badge will be communicated to the Partners via Allegro's internal communication channels. The Partner undertakes to regularly monitor these communications.
- 4. With the exception of fees provided for in [Appendix No. 4 to the Allegro Terms & Conditions](#), the Company does not charge any additional fees for participation in the Program.**

## **Paragraph 3 SELECTING AND SUBMITTING OFFERS FOR THE PROGRAM**

1. Selection of Offers for the Program is based on the Company's decision. The decision is based, in particular, on the verification of the price attractiveness of the listed Goods with

respect to market and Allegro prices, the 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, their shipping terms, the warranty period, the quantity of Goods in the Offer, the quality of the description, images, the Offer template, the value of products added to the Offer as freebies. Offers already participating in the Allegro Prices program may also qualify for the Program.

2. Partners who meet the criteria specified in Section 2(2) above may submit for the campaign only Offers meeting the requirements indicated in the List of Goods published at: <https://help.allegro.com/sell/pl>, according to the requirements below (Content of the submission):

- a. Submitting for sale only active Offers listed on Allegro at a given time;
- b. Specifying the required parameters for the Goods;
- c. Specifying the required parameters for the Offer, i.e., Condition > New, Offer Type > Buy Now.
- d. Giving at least a 25% discount on the lowest price of the Goods in the Offer from the last 30 days before submission (this price will be visible in the Offer as a crossed-out price).

3. Offers should be submitted through the "Advertising and Promotion" tab -> "Campaigns & Programs" in the Seller's dashboard or using the rest API tool,

4. Once the submission is sent, the Company will verify its content. The Partner will be notified of the verification result within 3 working days from the date of submission to the Company.

5. A purchase limit in a particular Offer may be imposed for all Offers submitted for the Program.

6. Submitting an Offer for the Program means acceptance of the Terms & Conditions and the terms of the Program, and the positive verification of the submission content by the Company against the criteria described in the Terms & Conditions entails a conclusion of an Agreement with the Company in the Program. By participating in the Program, the Partner declares that they agree that the Company may change the price of the Goods listed in the Program for the Program duration, in accordance with their request and the data provided in the submission form.

7. If a Participant submits an Offer to the Program, they may also submit it for participation in the Allegro Business formula. This option is only available to markets where this formula is functioning (currently: allegro.pl and allegro.cz). All the Program conditions, including Offer qualification criteria and granted benefits, are the same for Offers presented on a given market with and without Allegro Business.

8. The Company may add new items to the List of Goods during the Program. The Company may remove Goods from the List of Goods only in the event that, by the time of their removal, no Partner has submitted an active Offer for those Goods, and the removal is made on the basis of reasonable grounds, such as in particular, the low popularity of the Goods and their low selling potential.

9. The Company reserves that the price in the Offer submitted for the Program may not be changed if the Partner's Account has a sales suspension imposed, and the required parameters, such as complaints terms, warranty, delivery, or mandatory product parameters, are not set.

10. The Company reserves that the granting and disabling of badges (including disabling badges after the end of the Program) in Offers qualified for the Program, for technical reasons, may take up to 12 hours.

11. The Company reserves that if the Offer qualified for the Program is ended due to:

- a. The expiry of the Offer validity period;
- b. All units of the Goods available in the Offer being sold out;
- c. The Offer being ended by the Partner;

the relisting of the Offer (ended/expired as described above) with the price set before the date of being qualified for the Program(the non-discounted price) will be possible only when the Partner fills in the Offer relisting form again.

12. In addition to the Goods listed in Appendix No. 1 to [the Allegro Terms & Conditions](#) (Forbidden and restricted goods), the Program may not promote:

- a. access to accounts of digital distribution platforms such as Steam, Origin, Ubisoft Connect, GOG, Xbox Live, the PlayStation Store,
- b. Goods shipped from outside the European Economic Area, without the possibility of issuing a fiscal document in Poland,
- c. in the Games category, only Goods sold under a full ESD license are eligible for the promotion,
- d. Goods listed in the following categories:

Real Estate (20782)

Automotive - Cars (149)

Automotive - Motorcycles and Quads (category no. 300685)

Automotive - Other Vehicles and Boats (4079)

Health - Medicine Cabinet Essentials - OTC Medication (category no. 122432)

Home and Garden - Equipment - Funny Gadgets (category no. 121237)

Home and Garden - Equipment - Holiday and Occasional Decorations - Fireworks (category no. 300733)

Sports and Travel - Military - Self-defense - Stun Guns (category no. 253956)

Supermarket - Groceries - Alcohol Free - (261477)

Supermarket - Pet Supplies - OTC Veterinary Medicines (category no. 321823)

Collections and Art - Collections - Militaria - Weapons (category no. 3690)

Collections and Art - Collections - Tobacco Accessories (47937), excluding Lighters (47956)

Kids - Feeding - Baby Food - Modified Milk - First Milk (256973)

Supermarket - Alcohol (322982)

Supermarket - Groceries - Alcohol Free - (261477)

13. During the Program period, the Partner may opt out of the Campaign badge, free of charge, using the "Campaigns & Programs" tab.

14. The Company may, at its sole discretion, promote offers participating in the Program:

- a. In promotional areas on Allegro made available for the Program;
- b. In email communication sent to Buyers.

#### **Paragraph 4 PERSONAL DATA**

1. The Company is the controller of the personal data of Partners participating in the Campaign, within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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). Personal data processing rules are specified in the Privacy Protection Policy attached as Appendix No. 5 to the Allegro Terms & Conditions.

#### **Paragraph 5 FINAL PROVISIONS**

1. The Company may share with Partners the reports concerning the results generated in the Program in the Partner's Offers.
2. The Company may at any time verify the requirements referred to in paragraphs 2 and 3 above, in particular to verify individual Offers in terms of their attractiveness, on the basis of the conditions described in paragraph 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 Program 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.
3. Regardless of the Partner meeting the terms specified in paragraphs 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 in the Partner, also in the case of a failure to meet the obligations related to participation in the Program;

The Company reserves the right to refuse to qualify the Partner for the Program.

4. At any time the company may exclude a partner from the Program with immediate effect, depending on the scale of the violation, if:

a. The activities of the Partner on Allegro are harmful to other Allegro Users or to the Company;

b. The partner has outstanding payments for services provided by the company for at least two settlement periods;

c. The partner violates the provisions of these terms and conditions or [the Allegro Terms and Conditions](#);

d. If sanctions have been imposed on the Partner due to a violation of rules regarding sales of illegal products under paragraph 8.4 of [the Allegro Terms & Conditions](#);

e. If the Partner has taken any steps to circumvent the security measures or cause data falsification in the Program.

5. All complaints regarding the Program should be submitted in writing within 14 days of the incident against which the complaint is lodged using [the contact form](#).

6. 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 will become effective on the date indicated by the Company. At the same time, if the Partner does not accept those amendments, the Partner 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.

7. Any matters not provided for in the Terms & Conditions are governed by the relevant provisions of [the Allegro Terms & Conditions](#).

8. These Terms & Conditions have been drawn up in two languages: Polish and English. In the event of any discrepancies, the Polish version will prevail.

9. These Terms and Conditions are available at:

<https://salescenter.allegro.com/terms/regulamin-akcji-wyprzedaz-magazynow-k1vq4xk8muk> in a format allowing for their easy reading and printing.

10. Any Offers presenting 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's address, i.e., Fabryka Norblina, budynek Galwan, ul. Żelazna 51/53, 00-841 Warszawa (marked WYROBY MEDYCZNE).