

# "Allegro Days" Program Terms & Conditions

The Terms & Conditions apply until May 22, 2024

Valid from May 22, 2024

## 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. Wierzbicice 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. Allegro Days — a program organized by the Company in which a promotional campaign is carried out once a month promoting attractively priced Offers (hereinafter: "Campaign"). Offers qualified for the Campaign receive a Special Badge: "allegro days."
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.
6. Limited Offers — Offers featured and additionally promoted by the Company, including in a time-restricted format, and in each instance meeting the Campaign participation criteria referred to in paragraph 3(1) and (6) below;

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

## Paragraph 2 GENERAL TERMS OF PARTICIPATION

1. The selection of offers for the Campaign will be selected on a cyclical basis once a month. The Company will notify Partners of the exact date of the Campaign in internal information and training areas located on the Allegro websites (e.g., Allegro Academy, site 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 at least one payment method configured, available on Allegro, in accordance with Appendix No. 7a or 7b to the Allegro Terms & Conditions;
  - c. Have no arrears towards the Company for the use of services available on Allegro;
  - d. In the Business Account referred to in sub-paragraph (a) above, have achieved at least the following sales quality ratings:
    - i. Neutral — In the case of Partners who conduct activity with a Business Account as a party whose registered office, registered business, or actual place of business are within the European Economic Area or the United Kingdom of Great Britain and Northern Ireland;
    - ii. Super — In the case of Partners who conduct activity with a Business Account as a party whose registered office, registered business, or actual place of business are outside the European Economic Area or the United Kingdom of Great Britain and Northern Ireland;
  - e. Have accepted these Terms & Conditions,
  - f. Have 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, at any time, whether the Offer qualified for participation in the Campaign still has an active SMART! badge. If the Offer loses such status, the Company reserves the right to remove it from the Campaign, and the benefits for the Partner's participation in the Campaign will be awarded only for the period in which the Offer meets 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 % off" on an orange background (the percentage discount shown in 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 commission on the sale of Goods, according to the rules indicated in Appendix No. 1, paragraph 1, to the Deal Zone Terms & Conditions.**

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

1. Selection of Offers for the Campaign 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 Campaign.
2. Partners may submit their Offers for the Campaign by submission prepared in line with the requirements below (Submission content):
  - 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.
3. **The Submission content may be sent to the Company as follows:**
  - a. **In the case of Accounts referred to in paragraph 2(2)(d)(i):**
    - i. **Via My Allegro -> Campaigns & Programs;**
    - ii. **Using the REST API tool;**
  - b. **In the case of Accounts referred to in paragraph 2(2) (d)(ii)**
    - i. **Using the REST API tool.**
4. Detailed 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 from the last 30 days before the submission (this price will be visible in

the Offer as a crossed-out price);

b. All Offers must have the **Allegro Smart!** delivery options enabled.

c. The Campaign is not open to Offers listed in categories indicated in paragraph 2(4)(d) of the Deal Zone Terms & Conditions.

5. 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. Offers can be submitted within the time limits indicated in each instance in the content of the article published at <https://allegro.pl/dla-sprzedajacych>.
6. In the case of Limited Offers, cooperation conditions, including Offer promotion times, are decided separately, for a definite period, and individually for each Partner.
7. A purchase limit in a particular Offer may be imposed for all Offers submitted for the Campaign.
8. Submitting an Offer for the Campaign means acceptance of the Terms & Conditions and the terms of the Campaign, 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 Campaign. By participating in the Campaign, the Partner declares that they agree that the Company may change the price of the Goods listed in the Campaign for the Campaign duration, in accordance with their request and the data provided in the submission form.
9. The Company reserves that the price in the Offer submitted for the Campaign 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's edition) 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 Campaign 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 Campaign (the non-discounted price) will be possible only when the Partner fills in the Offer relisting form again.

#### **Paragraph 4 BENEFITS FOR PARTNERS**

1. Partners participating in the Campaign will receive from the Company packages of additional Feature options (PLN 19.90/10 days), equivalent to the additional Deal Zone sales commission calculated for these Offers during the Campaign period.
2. The benefits will be granted according to the following rule: the Company will make the calculations and sum up all the amounts calculated in accordance with paragraph 1 above, then the entire sum will be divided by PLN 19.90 (the Feature option's cost in accordance with the Company's Price List). As a result, the Partner will receive a certain number of additional Feature options (the result of the calculations referred to in the previous sentence will be rounded 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 1,990, 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 Feature options (PLN 19.90/10 days) to promote the Partner's offers at a later date.

3. The Feature options 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 in the Discount Center.
4. Additional Feature options are governed by the Allegro Terms & Conditions. If the additional Feature option is used after expiry of the time limit for the use of the package awarded in the Campaign, or if the number of Feature options awarded in

the package is exceeded, the fee for the additional Feature options will be charged as per [Appendix No. 4](#) to the Allegro Terms & Conditions.

5. In the case of the additional Feature options, the Company indicates that it will automatically renew for subsequent 10-day cycles after their expiry. In order to avoid a fee being charged (after exceeding the number of Feature options from the awarded packages or after their expiry date), the additional Feature options should be disabled by editing the Offer before the beginning of the next 10-day cycle, which will be charged in accordance with the Allegro Terms & Conditions. 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, part IV; it is not free of charge).
6. As regards Partners proposing limited Offers, the Company grants them 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 (which also applies to bundles, etc.). The Company reserves that if Offers qualified for the Campaign are combined into bundles, the Goods from such Offers will be sold at the base price.

#### **Paragraph 5 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 6 FINAL PROVISIONS**

1. The Company reserves the right not to carry out the Campaign in a given month, which it will announce in internal information and training areas located on the Allegro websites (e.g., Allegro Help Center, Allegro Academy, site 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 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.
4. During the Campaign, the Partner may opt out of the “allegro days” badge free of charge via the Campaigns & Programs tab, which will result 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 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 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 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 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 will 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 Allegro without prior notice if the Partner has taken any steps to circumvent the security measures or caused data falsification.
8. Any 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. Any 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 the event of any discrepancies, the Polish version will 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. 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 and their accessories, and products listed in Annex XVI to the 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 their accessories 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), may participate in the Campaign only after the Partner has previously (before commencement of the Campaign) submitted a written [statement](#) in accordance with the Allegro Terms & Conditions (paragraph 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).