

"Allegro Days" Program Terms & Conditions

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 in which a promotional campaign is carried out once a month promoting attractively priced Offers (hereinafter: "Campaign").
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" – 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 shall have the meanings assigned to them in the Allegro Terms & Conditions.

SECTION 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, 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 no arrears towards the Company for the use of services available on Allegro;
 - b. Have accepted these Terms & Conditions,
 - c. Achieve Sales Quality of at least the Neutral level in the Business Account,
 - d. Have at least one available on Allegro, payment method configured, in accordance with Appendix No. 7a, 7b or 7c of the Allegro Terms & Conditions,
3. 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).
4. **For participation in the Campaign, for all Offers qualified for the Campaign, the Company charges an additional commission on selling Goods in the Campaign, which is charged in each instance at the time of conclusion of the agreement regarding the completed Transaction, irrespective of any payments provided for on Allegro, and amounts to 60% of the commission on selling Goods charged as described in [Appendix No. 4](#) to the Allegro Terms & Conditions.**

Example 1 — selling one item

An item was sold, e.g., an air humidifier worth PLN 300, from the category covered by a 4% sales commission. The Buyer chose an Allegro Smart! free (PLN 0) delivery option with delivery to a pick-up point. Therefore, the 4% sales commission on the PLN 300 will be PLN 12. The additional sales commission in the campaign amounts to 60% of the commission on selling Goods, and is PLN 7.20 (PLN 12 x 60%).

Example 2 — selling one item

*An item was sold, e.g., a tire set worth PLN 3,000, from a category covered by the 5% sales commission (but no more than PLN 80). The Buyer chose a free (PLN 0) delivery option. The 5% sales commission on the amount of PLN 3,000 will therefore be PLN 150. However, it cannot exceed PLN 80. Ultimately, the amount of the sales commission charged will be PLN 80. **The additional sales commission in the campaign amounts to 60% of the commission on selling Goods, and is PLN 48 (PLN 80 x 60%).***

All the specified amounts are gross amounts (including the tax on goods and services, i.e., VAT). If the amount of the fee or sales commission is set as a percentage of a given amount (e.g., selling price), the gross amount (including VAT) is used as the basis for determining this fee or sales commission. The sales commission amounts are rounded to the nearest PLN 0.01 (grosz).

SECTION 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 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 5% 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 can be submitted for the Campaign via: the "Advertising and Promotion" tab, and then "Campaigns & Programs", or by using the REST API tool, at the time specified in the Updates on the [website](#).
 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. Offers can be submitted within the time limits indicated in each instance in the content of the article published at <http://help.allegro.com/sell>.
 5. In the case of Limited Offers, cooperation conditions, including Offer promotion times, are decided separately, for a definite period, and individually for each Partner.
 6. A purchase limit in a particular Offer may be imposed for all Offers submitted for the Campaign.
 7. 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.
 8. 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.

9. 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.
10. 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.

11. In addition to the Goods listed in Appendix No. 1 to the Allegro Terms & Conditions (Forbidden and restricted goods), the Campaign 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)

12. During the Campaign, the Partner may opt out of the "allegro days" free of charge, via the "Campaigns & Programs" tab.

SECTION 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 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 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 received Feature options must be accepted in the Sales Center, in Finance -> Discount Center. 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 to the Allegro Terms & Conditions, Section 11; 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 maximum discount that a Partner may obtain in connection with the Campaign may not exceed the total value of fees and sales commissions charged by the Company for the use of services available on Allegro (Comprehensive Service) during the Campaign period, less any discounts obtained under all programs, campaigns, and promotions organized by the Company. Additionally, the benefits granted as part of the Campaign may not

be added to other discounts or benefits (granted as part of the same types of fees and sales commissions charged in accordance with Appendix No. 4 to the Allegro Terms & Conditions) granted in other promotions or campaigns organized by the Company (including bundle purchases, for example). 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.

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 rules are specified in the Privacy Protection Policy attached as Appendix No. 5 to the Allegro Terms & Conditions.

SECTION 6. FINAL PROVISIONS

1. The Company may share with Partners the reports concerning the results generated in the campaign in the Partner's offers.
2. 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.).
3. **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.

4. 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 a loss of trust in the Partner, also in the case of a failure to meet the obligations related to the participation in the Program,

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

5. 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 2 settlement periods;
 - c. The Partner violates the provisions of these Terms & Conditions or the Allegro Terms & Conditions;
 - d. If sanctions have been imposed on the Partner due to a violation of the 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.
6. 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](#).
7. The Company reserves the right to amend and supplement these Terms & Conditions at any time. Such amendments will be announced and published at <http://help.allegro.com/sell> and will become effective on the date indicated by the Company. At the same time, if the 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.

8. For matters not explicitly provided for in these Terms & Conditions, the relevant provisions of the [Allegro Terms & Conditions](#) shall apply accordingly.
9. These Terms & Conditions have been drawn up in two languages: Polish and English. In the event of any discrepancies, the Polish version will prevail.
10. These Terms and Conditions are available at <https://salescenter.allegro.com/terms/regulamin-programu-allegro-days-zl7by4jRafR> in a format allowing for their easy reading and printing.
11. 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).