## "Allegro Days" Program Terms & Conditions

These Terms & Conditions (hereinafter: "**Terms & Conditions**") specify the rules of organization and participation in the "Allegro Days" promotional program run on Allegro trading platforms.

The Terms & Conditions consist of a general part, common to all markets, and Appendixes containing specific provisions applicable to each national domain:

- **Appendix No. 1:** Specific provisions for **allegro.pl** (Poland)
- **Appendix No. 2:** Specific provisions for **allegro.cz** (Czechia)
- **Appendix No. 3:** Specific provisions for **allegro.sk** (Slovakia)

In the event of discrepancies between the general part of the Terms & Conditions and the provisions contained in the Appendixes, the provisions of the relevant Appendix shall prevail for the given market (domain).

#### **GENERAL SECTION**

#### **SECTION 1. DEFINITIONS**

- Company Allegro sp. z o.o. with its registered office in Poznań, address: ul. Wierzbięcice 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, Tax Identification Number (NIP): 525-26-74-798, National Business Registry Number (REGON): 365331553.
- 2. **Allegro** an open e-commerce platform operated by the Company at the Internet domains: allegro.pl, allegro.cz, allegro.sk, and allegro.hu, where Transactions are made and other services are provided.
- 3. **Program** or **Allegro Days** a program organized by the Company which involves, on a recurring basis (in general once a month), a promotional campaign (hereinafter: the "**Campaign**") to promote Offers at attractive prices.
- 4. **Partner** a User with a Business Account on Allegro who concludes an agreement with the Company regarding participation in the Campaign.
- 5. **Agreement** an agreement between the Partner and the Company covering cooperation in the Campaign, that is concluded by accepting these Terms & Conditions.

- 6. **Allegro Terms & Conditions** the Terms & Conditions for the relevant Allegro e-commerce platform, available on its pages. Capitalized terms not defined in these Terms & Conditions have the meanings as specified in the Allegro Terms & Conditions.
- 7. **Limited offers** offers featured and additionally promoted by the Company, including in a time-limited format.

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

- 1. Campaigns in the Program are conducted periodically once a month. The Company will inform the Partners about the exact dates of each Campaign on Allegro internal information and training sites (e.g., Allegro Academy, For Sellers, etc.).
- 2. The Campaign is addressed to Partners who, on the date of registration for the Campaign, meet all of the following conditions:
  - a) have an active Business Account on Allegro;
  - b) have achieved a sales quality rating at least at the Neutral level;
  - c) have no financial arrears towards the Company;
  - d) have accepted these Terms & Conditions.
- 3. The rules governing fees for participation in the Campaign and benefits granted to Partners may vary depending on the Allegro domain where the offers qualified for the Campaign are visible. Detailed information can be found in the Appendixes to these Terms & Conditions.
- 4. Offers qualified for the Campaign receive a special badge visible to Buyers. The form of the badge may vary from market to market and is specified in the relevant Appendixes.
- 5. The Company may, at its discretion, promote the offers participating in the Campaign in dedicated promotional locations on Allegro and in email communication to Buyers.

### **SECTION 3. SUBMITTING AND SELECTING OFFERS**

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 only submit Offers that meet the following conditions:
  - a) they concern Goods included in the list published at <a href="https://help.allegro.com/sell/pl">https://help.allegro.com/sell/pl</a>,
  - b) are active and listed at the relevant Allegro domain (allegro.pl, .cz, .sk);
  - c) their condition is New;
  - d) can be purchased by using the Buy Now option;
  - e) have defined all the required parameters for a given product.
- 3. The Offer submission must contain a suggested price reduction of at least 5% compared to the lowest price in the last 30 days.
- 4. In addition to the goods listed in Appendix No. 1 to the Allegro Terms & Conditions (Prohibited and restricted goods), Offers from certain categories are excluded from participation in the Campaign. The list of excluded categories for each domain is provided in the relevant Appendixes.
- 5. Offers should be submitted through the "Advertising and Promotion" tab -> "Campaigns & Programs" in the Seller's dashboard or using the rest API tool, within the time indicated in the Updates on the site.
- 6. 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.
- 7. Submitting an Offer to the Campaign means accepting the Terms & Conditions, and positive verification of the submission means the conclusion of the Agreement with the Partner.
- 8. By participating in the Campaign, the Partner consents to changing the price in the Offer in accordance with the submission, during the Campaign period.
- 9. In all offers submitted to the Campaign, the Partner may set a purchase limit per one Buyer.
- 10. 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, have not been set.
- 11. 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.
- 12. 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.

- 13. The Company may, at its sole discretion, promote Offers participating in the Campaign:
  - a) In promotional areas on Allegro made available for the Campaign;
  - b) In email communication sent to Buyers.
- 14. In the Campaign, the Company may introduce limited Offers. In the case of Limited Offers, cooperation conditions, including Offer promotion times and benefits, are decided separately, and individually for each Partner.

#### **SECTION 4. PERSONAL DATA**

- 1. The Controller of personal data of the Partners is the Company.
- 2. The principles of personal data processing are set out in the Privacy Protection Policy, which is attached to the Allegro Terms & Conditions.

#### **SECTION 5. COMPLAINTS**

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.

#### **SECTION 6. FINAL PROVISIONS**

1. The Company reserves the right not to carry out the Campaign in a given month, of which it will inform the Partners.

- 2. The Company has the right to verify that the Partner and their Offers comply with the Terms & Conditions, and in the event of a negative verification outcome, it may require an update of the Offer or remove it from the Campaign.
- 3. During the Campaign period, the Partner may opt out of the Campaign at any time, free of charge, using the "Campaigns & Programs" tab.
- 4. The Company may at any time verify the requirements referred to in Sections 2 and 3 above. In the event of a negative outcome of the verification referred to in the preceding sentence, the Company may request the Partner to update the Offer so that it meets the requirements specified in the Terms & Conditions. Otherwise, the Partner may lose the opportunity to participate in the Campaign.
- 5. 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 the Partner for the Program.

- 6. 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 Section 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. The Company reserves the right to amend and supplement these Terms & Conditions at any time. Such amendments will be announced and published at help.allegro.com/sell and 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.
- 7. Any matters not provided for in these Terms & Conditions shall be governed by the relevant provisions of the Allegro Terms & Conditions.

# Appendix No. 1 — Specific provisions for allegro.pl (Poland)

1) **Fees:** For participating in the Campaign, the Company charges an additional sales commission in the amount of 60% of the standard sales commission for the Goods, calculated in accordance with Appendix No. 4 to the Allegro Terms & Conditions.

## Example 1 — selling one product

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

### Example 2 — selling one product

A product was sold, e.g., a tire set worth PLN 3,000, in a category covered by a 5% sales commission (but no more than PLN 80). The Buyer selected a delivery option for PLN 0. 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 is 60% of the sales commission for Goods, and amounts to PLN 48 (PLN 80 x 60%).

All 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., the selling price), the gross amount (including VAT) is used as the basis to determine this fee or sales commission. The sales commission amounts are rounded to the nearest PLN 0.01 (gross).

#### 2) Benefits:

- a) In exchange for the additional sales commission charged, the Partner participating in the Campaign in August, September, or October 2025 receives additional "Feature" option packages (hereinafter also: "Feature") (worth PLN 19.90 for 10 days).
- b) The number of Feature options granted is equal to 60% of the additional sales commission divided by PLN 19.90 (the result is rounded to a whole number).

# Example

If, during the Campaign, the amount of the additional sales commission charged for the Partner's Offers is PLN 1,990, then 60% of the amount will be divided by PLN 19.90. The result will be 60. This means that the Partner will be able to use 60 additional Feature options (PLN 19.90/10 days) to promote the Partner's offers at a later date.

\*For Offers qualified for the Campaign that at the same time qualify for the "Get a refund of additional sales commission on Goods in the Allegro Days campaign" campaign providing for discounts on additional sales commission for Goods in the campaign, the additional Feature option packages (PLN 19.90/10 days) referred to in these Terms & Conditions will be granted on the amount of the additional sales commission for Goods in the campaign left to pay after the application of rebates (basic and additional) granted in the "Get a refund of additional sales commission on Goods in the Allegro Days campaign" campaign. This means that the value of the additional Feature option packages (PLN 19.90/10 days) may be lower than 60% of the additional sales commission for the Goods in the Allegro Days campaign calculated for these offers during the Campaign. Other rules for granting and using the additional Feature option packages (PLN 19.90/10 days) remain unchanged.

- c) The Feature options will be granted to the Partner within 30 days of the Partner's end of participation in the Campaign. The received package must be activated in the Discount Center within 3 months from the date of granting.
- d) Feature options are governed by the Allegro Terms & Conditions. Should the use of the Feature options exceed the allocated number of awarded Feature options, or if the awarded Campaign package expires, a fee for additional

- Feature options will be charged as per <u>Appendix No. 4</u> to the Allegro Terms & Conditions.
- e) The Feature is automatically renewed after it has expired for subsequent periods of 10 days. 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 Feature options should be disabled by editing the Offer before the beginning of the next 10-day billing period, which will be charged in accordance with the Allegro Terms & Conditions. The additional sales commission on Feature options 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).
- The maximum discount that the Partner can obtain in connection with the Campaign may not exceed the total amount of fees and sales commissions charged by the Company for using services available on Allegro (Comprehensive Service) during the Campaign period, less discounts obtained in all programs, campaigns, and promotions organized by the Company. The benefits granted in the Campaign do not accumulate with other discounts or benefits (granted for the same types of fees and sales commissions charged in accordance with Appendix No. 4 to the Allegro Terms & Conditions) granted in other campaigns or promotional campaigns organized by the Company (including, e.g., bundle purchases).
- 3) **Offer badges:** Offers get the "Allegro Days" or "x% off" badge.
- 4) **Medical devices:** The participation of Offers with medical devices is possible only after the Partner has submitted a written statement, in accordance with Section 10 of the Allegro Terms & Conditions, to the Company's address.
- 5) **Excluded categories:** In addition to prohibited goods (Appendix No. 1 to the Allegro Terms & Conditions), the Campaign may not promote, among others:
  - a. Access to accounts of digital distribution platforms such as Steam, Origin, Ubisoft Connect, GOG, Xbox Live, 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 (300685)
- Automotive Other Vehicles and Boats (4079)
- Health Medicine Cabinet Essentials OTC Medication (122432)
- Home and Garden Equipment Funny Gadgets (121237)
- Home and Garden Equipment Holiday and Occasional Decorations -Fireworks (300733)
- Sports and Travel Military Self-defense Stun Guns (253956)
- Supermarket Groceries Alcohol Free (261477)
- Supermarket Pet Supplies OTC Veterinary Medicines (321823)
- Collections and Art Collections Militaria Weapons (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)

# Appendix No. 2 — Specific provisions for allegro.cz (Czechia)

- 1. **Fees and benefits:** Participation in the Campaign is free of charge. The Company does not charge additional fees or sales commissions for participation, and the Partners are not granted additional benefits.
- 2. **Offer badges:** Offers get the "Allegro Days" or "x% off" badge.
- 3. **Excluded categories:** In addition to prohibited goods (Appendix No. 1 to the Allegro Terms & Conditions), Offers from the following categories are excluded from the Campaign:
  - Electronics Consumer Electronics and Household Appliances Electronic Gadgets - Accessories for Tobacco Heaters (321903);
  - Health Alternative Medicine Vaporizers (321959);
  - Collections and Art Collections Tobacco Accessories Other (47957);
  - Collections and Art Collections Tobacco Accessories Accessories (78995);
  - Kids Feeding Baby Food Modified Milk First Milk (256973)

# Appendix No. 3 — Specific provisions for allegro.sk (Slovakia)

- 1. **Fees and benefits:** Participation in the Campaign is free of charge. The Company does not charge additional fees or sales commissions, and the Partners are not granted additional benefits.
- 2. **Offer badges:** Offers get the "Allegro Days" or "x% off" badge.
- 3. **Excluded categories:** In addition to prohibited goods (Appendix No. 1 to the Allegro Terms & Conditions), Offers from the following categories are excluded from the Campaign:
  - Collections and Art > Collections > Militaria > Chivalry > Weapons (93543)
  - Collections and Art > Collections > Militaria > Literature > Books > Published after 1945 > Armored Weapons (12074)
  - Collections and Art > Collections > Militaria > Weapons (3690)
  - Collections and Art > Collections > Model Building > Modeling Blueprints
    (1273)
  - Collections and Art > Collections > Tobacco Accessories (47937)

- Electronics > Consumer Electronics and Household Appliances > Electronic
  Gadgets > Accessories for Tobacco Heaters (321903)
- Health > Alternative Medicine > Vaporizers (321959)
- Sports and Travel > Military > Air Guns (253883)
- Sports and Travel > Military > ASG (253882)
- Sports and Travel > Military > Paintball (253955)
- Sports and Travel > Military > Self-defense > Kubotans (253967)
- Home and Garden > Equipment > Holiday and Occasional Decorations >
  Fireworks (300733)
- Kids > Modified Milk (256973)