

# Smart! Weeks 2025 Campaign Terms & Conditions

## Section 1. DEFINITIONS

The terms used in these Terms & Conditions have the meanings as follows:

1. Campaign — the "Smart! Weeks 2025" promotional campaign organized by the Company and intended for Users offering their Goods at Allegro, as long as the Goods meet the criteria specified in these Terms & Conditions.
2. 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.
3. Terms & Conditions — these Terms and Conditions which form an integral part of the agreement between the Company and the Agreement Partner, specifying the rules of the Partners' participation in the Campaign.
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 User that concludes the Agreement with the Company on the participation in the Campaign.

6. Agreement — an agreement between the Partner and the Company concerning the cooperation as part of the Campaign.
7. **"Smart! Weeks"** or **"-X%"** — a badge assigned to all Offers qualified to the Campaign for the Campaign's duration.
8. Limited Offers — Offers featured and additionally promoted by the Company, including in a time-limited format, and meeting the Campaign participation criteria referred to in Section 3(1) and (5) below.

Capitalized terms have the meanings assigned to them in the Allegro Terms & Conditions.

#### **GENERAL TERMS OF PARTICIPATION in the Smart! Weeks 2025 Campaign**

1. The Campaign runs from 12 a.m. (GMT + 01:00) on May 5, 2025, until 11:59 p.m. (GMT + 01:00) May 19, 2025.
2. The Campaign is intended for Users with active Business Accounts on Allegro who, on the qualification day, i.e., April 6, 2025, meet all of the following conditions:
  - a. Participate in one of the following programs: Allegro Diamond Partners, Brand Partner, Top Brand Partner, One Fulfillment by Allegro, Top New Joinersor  
in their Business Account on the allegro.pl platform they generated a total revenue of at least PLN 25,000 gross in the two full calendar months before

the day of qualification for the Campaign;

b. have no arrears towards the Company for the use of services available on Allegro;

c. accept these Terms & Conditions;

d. achieve sales quality of at least the "Neutral" level in the Business Account referred to in sub-paragraph (a) above.

3. Offers may be submitted to the Campaign from 10 a.m. (GMT + 01:00) on April 21, 2025, until 11:59 p.m. (GMT + 01:00) on May 19, 2025.

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. SUBMITTING AND SELECTING OFFERS FOR THE CAMPAIGN**

1. Offers are selected for the Campaign based on the Company's decision. This 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 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, as specified in the User's Transactions. Offers already participating in the Allegro Prices Program may also qualify for the Campaign.

2. Partners can submit Offers for the Campaign via:
  - a. the Ads & Promoting tab, and then Campaigns & Programs -> Smart! Weeks 2025;
  - b. using the REST API tool,
3. Partners may only submit active Offers to the Company as per the requirements below (Submission content):
  - a. listing an ongoing or a new Offer;
  - b. determine the required parameters for the Goods,
  - c. determining the required parameters for the Offer, i.e., Condition > New, Offer type > Buy Now,
  - d. the Partner giving at least a 10% 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);
  - e. excluding offers in the following categories:
    - Kids — Kids' Feeding — Kids' Food — Modified Milk — First Milk (256973)
    - Health — Medicine Cabinet Essentials — OTC Medications (122432)
    - Supermarket — Pet Supplies — Non-Prescription Veterinary Drugs (321823)
    - Electronics — Consumer Electronics and Household Appliances — Electronic Gadgets — Accessories for Tobacco Heaters (321903)

- Health — Natural Medicine — Vaporizers (321959)
- Collections and Art — Collections — Tobacco Accessories (47937),  
excluding Lighters subcategory (47956)
- Sports and Travel — Militaria — Self-defense — Stun Guns (253956)
- Supermarket — Alcohol (322982)
- Supermarket — Groceries — Alcohol Free — (261477)
- Home and Garden — Equipment — Fun Gadgets (121237)
- Home and Garden — Equipment — Holiday and Occasional Decorations  
— Fireworks (300733)
- Collections and Art — Collections — Militaria — Weapons (3690)

and

Goods specified in Appendix No. 1 to the Allegro Terms & Conditions (Forbidden and restricted goods), including access to accounts on digital distribution platforms such as Steam, Origin, Ubisoft Connect, GOG, Xbox Live, PlayStation Store, and Goods dispatched from outside the European Economic Area, without the possibility to issue a fiscal document in Poland.

4. The Partner may submit Limited Offers for the Campaign by means of an email sent to the Partner's Account Manager. Cooperation conditions, including the Offers' promotion time, are decided separately, for a definite period, individually for each Partner.
5. When submitting an Offer for the Campaign, Partners may impose a quantity limit for purchase of the Goods in a relevant Offer.

6. If an Offer qualified for the Campaign is combined in a bundle, it will not be possible to view or purchase this bundle as long as the Offer is promoted in the Campaign.
7. Submitting an Offer to the Campaign as referred to in paragraphs 2–4 above means accepting the Terms & Conditions and the terms of the Campaign, and positive verification of the content of the submission by the Company against the criteria described in the Terms & Conditions entails concluding the Agreement with the Company as part of the Campaign.
8. The Partner, by participating in the Campaign, declares that they accept and agree that the Company may change the price of the Goods listed in the Campaign in accordance with the Partner's request and the data provided in the submission form.
9. 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 (paragraph 10). This statement must be delivered by the Campaign start date to the Company address, i.e., Fabryka Norblina, budynek Galwan, ul. Żelazna 51/53, 00-841 Warszawa (marked WYROBY MEDYCZNE).

#### **Section 4. BENEFITS FOR PARTNERS**

1. The Company may, at its sole discretion, promote Offers included in the Campaign:
  - a. In promotional areas on Allegro made available for the Campaign;
  - b. In email communication sent to Buyers.
2. As regards Partners proposing Limited Offers, the Company shall grant benefits specified in separate arrangements between the Company and the Partner.

#### **Section 5. TERM OF AGREEMENT**

1. Regardless of the User meeting the terms specified in Sections 2 and 3 above, in justified cases, in particular, when the User:
  - a. fails to comply with 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 the failure to meet the obligations related to the participation in the



Campaign;

The Company reserves the right not to qualify the User for the Campaign. In the situation referred to in the previous sentence, the Company shall justify its decision at the User's request.

2. 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 these Terms & Conditions. Otherwise, the Partner may lose the ability to participate in the Campaign.
3. At any time, the Company may exclude the Partner from the Campaign 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 these Terms & Conditions, the Allegro Terms & Conditions, or individual arrangements made between the Company and the Partner under Limited Offers,
  - 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.

4. During the duration of the Campaign, Allegro.pl reserves the right to conduct a subsequent verification of the Offers qualified for the Campaign in terms of their attractiveness, on the basis of the criteria specified in Section 3 paragraph 1 above, and to remove the Offer from the Campaign if there is no selling potential and the Offer is no longer attractive in terms of price compared to market prices and prices on Allegro.

## **Section 6. PERSONAL DATA**

1. Allegro.pl is the controller of Campaign Participants' personal data in connection with their participation 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.

## **Section 7. FINAL PROVISIONS**

1. The Company may share with Partners the reports concerning the results generated in the campaign in the Partner's Offers. Any complaints related to the Campaign must be lodged in electronic form within 14 days of the incident being the basis for the complaint, via the contact form available at

<https://allegro.pl/pomoc/kontakt?kategoria=0b6a5987-d763-4373-9f9e-145bafafc022&subjectId=43c959cd-f86b-44dd-b7f4-34f9f4a1d372>

2. The Company reserves the right to amend and supplement these Terms & Conditions at any time. The changes will be announced and published on the page. They will become effective on the date indicated by the Company. At the same time, until the proposed amendments become effective, the Partner may submit a termination notice in document form to the Company's email address indicated by the Company if the Partner does not accept those amendments. 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.
3. For matters not specifically provided for in these Terms & Conditions, the relevant provisions of the Allegro Terms & Conditions will apply accordingly.
4. The Terms & Conditions are available at <https://salescenter.allegro.com/terms/regulamin-kampanii-smart-weeks-2025-ZM8L9oaBMTn> in a format allowing for their easy reading and printing.
5. These Terms & Conditions have been drawn up in two languages: Polish and English. In the event of any discrepancies, the Polish version will prevail.