

"Allegro Days" Program Terms & Conditions

These Terms & Conditions (hereinafter: "**Terms & Conditions**") specify the rules of participation in the "Allegro Days" promotional program run on Allegro e-commerce marketplaces.

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)

Appendix No. 4 Specific provisions for allegro.hu (Hungary)

In the event of discrepancies between the general section of the Terms & Conditions and the provisions contained in the appendixes, the provisions of the relevant appendix shall prevail for a given market (domain).

GENERAL SECTION

Section 1. DEFINITIONS

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, Eighth 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 marketplace 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 a specific Allegro marketplace, available on its pages. Capitalized terms not defined in these Terms & Conditions have the meaning ascribed to them in the Allegro Terms & Conditions.
7. **Limited Offers** — Offers featured and additionally promoted by the Company, including in a time-restricted format.

Capitalized terms not defined above have the meanings as in the Allegro Terms & Conditions.

Section 2. GENERAL TERMS OF PARTICIPATION

1. Campaigns in the Program are conducted periodically, once a month. The Company will notify the Partners about the exact dates of specific Campaigns via internal information locations on Allegro (e.g., Allegro Academy, site 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 a Business Account on Allegro;
 - b) Have achieved a sales quality at least at the Neutral level;
 - c) Have no financial arrears towards the Company;
 - d) Have accepted these Terms & Conditions.
3. Participation in the Campaign is free of charge. The Company does not charge additional fees or sales commissions for participation in the Campaign.
4. Rules on qualification of Offers and categories taking part in the Campaign may differ depending on the Allegro domain where qualifying offers are displayed. Specific information is available in the Appendixes to these Terms & Conditions.
5. By submitting their Offers to participate in the Campaign, the Partner agrees that these Offers will be covered by special conditions of visibility and availability. Offers qualifying for the Campaign 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 Campaign, 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.

6. 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. Goods and 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 the 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. 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 the Goods and conditions included on the list available at: <https://help.allegro.com/sell/pl>,
 - b) Active and listed on the relevant Allegro domain (allegro.pl, .cz, .sk, hu);
 - c) Their condition is New;
 - d) They can be purchased by using the Buy Now option;
 - e) They have defined all the required parameters for the given Goods.
3. The Offer submission must contain a price reduction proposal of at least 5% compared to the lowest price from the last 30 days or, if the product has been listed for less than 30 days, the lowest price will be calculated on the basis of the first day of the Offer's existence.
4. The Company may add new items to the List of Goods during the Campaign. 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.

5. Offers should be submitted to the Campaign via the "Advertising and Promotion" tab -> "Campaigns & Programs" on the Seller's dashboard, or by using the REST API tool within the time indicated in the updates on the site.
6. When submitting the Offer for the Campaign, the Participant may also submit it for participation in the Allegro Business formula. This option is only available for markets where this formula applies (currently: allegro.pl and allegro.cz). All the Campaign conditions, including Offer qualification criteria and benefits granted, are the same for Offers presented on a given market within and outside Allegro Business.
7. Once the Offer submission is sent, the Company will verify it. The Partner will be notified of the verification result within 24 hours from the moment of submission to the Company.
8. 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.
9. By participating in the Campaign, the Partner consents to changing the price in the Offer in accordance with the submission, during the Campaign period.
10. In all offers submitted to the Campaign, the Partner may set a purchase limit per one Buyer.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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 the personal data of the Partners is the Company.
2. The principles of personal data processing are set out in the Privacy Protection Policy constituting Appendix No. 5 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 conduct the Campaign in a given month, of which it will notify the Partners via the internal communication channels of Allegro.
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 course of the Campaign, 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 billing periods;
 - c) The Partner violates the provisions of these terms and conditions or the Allegro Terms & 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.
- 7. The Company stipulates that Offers submitted to the Campaign may be excluded from it when the Goods covered by the Campaign are removed from the Allegro Product Catalog or replaced by another product from the Catalog.
- 8. The Company reserves the right to amend and supplement these Terms & Conditions at any time. Such amendments will be announced and published on 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.
- 9. Any matters not provided for in these terms and conditions shall be governed by the relevant provisions of the Allegro Terms & Conditions.

Appendix No. 1

Specific provisions for allegro.pl (Poland)

1. Participation of Offers with medical devices is only possible after the Partner has submitted a written statement, as per Section 10 of the Allegro Terms & Conditions, sent to the Company's address.
2. Goods assigned to categories whose promotion or advertising violates applicable laws or the Company's image policy are excluded from participation in the Campaign. The full and current list of those categories is available at: <https://help.allegro.com/en/sell/a/what-the-allegro-days-campaign-is-and-how-to-participate-Xx7vbVIEjfv#allegro-pl-and-business-allegro-pl>. The fact that the Goods are included on the List of Goods dedicated to the Campaign does not guarantee their qualification. As a result, the Organizer reserves the right to verify submissions and to immediately remove from the Campaign any Offers (or to refuse to accept them) that, due to their actual properties, intended use, or characteristics, should fall under an excluded category.

Appendix No. 2

Specific provisions for allegro.cz (Czechia)

1. If the Partner makes another price reduction during the Campaign, the Company will — for technical reasons — indicate the last price used in the Campaign as the previous (crossed-out) price. The Partner accepts this technical solution and undertakes to pursue no claims against the Company in this respect.
2. Goods assigned to categories whose promotion or advertising violates applicable laws or the Company's image policy are excluded from participation in the Campaign. The full and current list of those categories is available at: <https://help.allegro.com/en/sell/a/what-the-allegro-days-campaign-is-and-how-to-participate-Xx7vbVIEjfv#allegro-cz-and-business-allegro-cz>. The fact that the Goods are included on the List of Goods dedicated to the Campaign does not guarantee their qualification. As a result, the Organizer reserves the right to verify submissions and to immediately remove from the Campaign any Offers (or to refuse to accept them) that, due to their actual properties, intended use, or characteristics, should fall under an excluded category.

Appendix No. 3

Specific provisions for allegro.sk (Slovakia)

1. If the Partner makes another price reduction during the Campaign, the Company will — for technical reasons — indicate the last price used in the Campaign as the previous (crossed-out) price. The Partner accepts this technical solution and undertakes to pursue no claims against the Company in this respect.
2. Goods assigned to categories whose promotion or advertising violates applicable laws or the Company's image policy are excluded from participation in the Campaign. The full and current list of those categories is available at: <https://help.allegro.com/en/sell/a/what-the-allegro-days-campaign-is-and-how-to-participate-Xx7vbVIEjfv#allegro-sk>. The fact that the Goods are included on the List of Goods dedicated to the Campaign does not guarantee their qualification. As a result, the Organizer reserves the right to verify submissions and to immediately remove from the Campaign any Offers (or to refuse to accept them) that, due to their actual properties, intended use, or characteristics, should fall under an excluded category.

Appendix No. 4

Specific provisions for allegro.hu (Hungary)

1. Only Offers that have been listed on Allegro.hu for more than 15 days may be submitted to the Campaign.
2. If the Partner makes another price reduction during the Campaign, the Company will — for technical reasons — indicate the last price used in the Campaign as the previous (crossed-out) price. The Partner accepts this technical solution and undertakes to pursue no claims against the Company in this respect.
3. Goods assigned to categories whose promotion or advertising violates applicable laws or the Company's image policy are excluded from participation in the Campaign. The full and current list of those categories is available at: <https://help.allegro.com/en/sell/a/what-the-allegro-days-campaign-is-and-how-to-participate-Xx7vbVIEjfv#allegro-hu>. The fact that the Goods are included on the List of Goods dedicated to the Campaign does not guarantee their qualification. As a result, the Organizer reserves the right to verify submissions and to immediately remove from the Campaign any Offers (or to refuse to accept them) that, due to their actual properties, intended use, or characteristics, should fall under an excluded category.