

## TERMS AND CONDITIONS OF THE "PAY WHAT YOU WANT" PROMOTION

1. These Regulations define the conditions under which you can take advantage of the promotion "Pay what you want" (hereinafter: Promotion).

2. The promotion is organised by Internet Union S.A. based in Wrocław at ul. Złotnicka 28, registered in the National Register of Entrepreneurs Court Register kept by the District Court for Wrocław, Fabryczna VI Commercial Division of the National Court Register under KRS no 0000388937, NIP 8943024998, Regon 021547015 (hereinafter: Organiser).

3. The promotion lasts from April 1, 2019, to April 1, 2020, which means that only during this period you can use the promotional service under the conditions described in these Regulations, regardless of the date of conclusion of the contract in the subject of the provision of telecommunications services (promotion period).

4. The promotion applies to the HUG - 1000 Mb/s internet service and the internet + Television service (HUG 1000 Mb/s + Alice 140 channels).

5. The promotion can only be used once.

6. The promotion is addressed to natural persons who are Internet subscribers of Union S.A. and those who are not Internet subscribers during the promotion period of Union S.A.

7. The promotion is addressed to owners or tenants of premises in the area of investments carried out in Wrocław by Archicom and listed below:

- a) Książno, ul. Siemianowicka
- b) Olimpia Port, ul. Marco Polo 11-31
- c) River Point, ul. Mieszcząńska
- d) Młodnik, ul. Lothara Herbsta
- e) Selenza, ul. Koblerzycka
- f) Słoneczne Stabłowice, ul. Jodłowska
- g) Forma, ul. Kamińskiego
- h) Róży Wiatrów, ul. Róży Wiatrów
- i) Siena, ul. Czołchalskiego
- j) Spirala Czasu Nowe Żerniki, ul. Berga/Barskich/Brzozy
- k) Ogrody Hallera, al. Hallera
- l) Cztery pory roku, ul. Komedy, Jagodno
- m) Na Krzyckiej, ul. Krzycka
- n) Czwarty Wymiar, Nowe Żerniki
- o) Awipolis, Avicenny / Jordanowska
- p) Browary Wrocławskie

8. The condition for taking advantage of the promotion is:

- a) conclusion with Internet Union S.A. during the contract promotion period on the provision of telecommunications services as part of the package HUG Internet – 1000Mb/s or Internet + TV services (HUG 1000 Mb/s + Alice 140 channels), the promotional terms of the service apply only during the promotion period, i.e. until March 31, 2020, with the proviso that the start of the contract depends on the date of use promotional offer by the promotion participant;
- b) lack of a negative balance by the current client switching to the terms of the "Pay as much as you want" promotion as at the date of concluding the annexe;
- c) documenting the fact of ownership/lease of premises in investments for which the promotion is valid, as indicated in point 6 above;
- d) accepting the terms of these Regulations.

9. As part of the promotion, the Promotion Participant is entitled to a period the validity of the promotion, i.e. from the date of conclusion of the contract (not earlier than from the date the beginning of the promotion) until March 31, 2020, independently decide on the monthly price value of the purchased service package telecommunications services (subscription amount), in such a way that it should at the end of a given month, make a payment to the account indicated in the contract any amount between PLN 1 and PLN 1,000, which, in their opinion promotion participant in this range corresponds to the value of the purchased service telecommunications for a given month. If such payment is made, the promoter will generate a VAT invoice corresponding to the value payment made. In case of failure to make any payment or payment below the minimum amount of PLN 1, the telecommunications service will be blocked until the minimum amount is paid. After the promotion period has expired (after the promotion's end date on April 1, 2020), the contract may be concluded and terminated with the contractual notice period from that date. Also, the subscription fee associated with the service provided corresponds to the value of the package chosen by the promotion participant by price list from the expiry date of the promotional period.

10. The promotion cannot be combined with other such promotions.

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11. The organiser reserves the right to change the regulations during the promotion duration.

12. The Regulations are available on the website [www.moico.pl](http://www.moico.pl) and in the seat of the Promoter.

13. The participants' personal data administrator in this promotion is Internet Union S.A., with its registered office in Wrocław at ul. Złotnicka 28, registered in the Register of Entrepreneurs of the National Court Register conducted by the District Court for Wrocław Fabryczna, VI Division Commercial Register of the National Court Register under KRS number 0000388937, NIP 8943024998, REGON 021547015.

e) Personal data of promotion participants will be processed only to provide participants with the opportunity to carry out the promotion.

f) In connection with the promotion, the participant's enabling data will be processed verification of the participant in the Administrator's system for confirmation of promotion participant status, i.e. the following personal data: PESEL number of the promotion participant, name and surname, address, telephone number and Participant's e-mail address.

g) The promotion participant can access their personal data and their correction. This right may be exercised by sending an appropriate application to the following address: [enjoy@moico.pl](mailto:enjoy@moico.pl).

h) Providing personal data is voluntary but necessary to take advantage of the promotion.

i) The administrator may use the collected data for marketing purposes with the participant's consent.

j) Personal data may be disclosed only to employees or associates of the Data Administrator, as well as entities providing support based on outsourced services and by concluded entrustment agreements, in which case personal data is transferred only to duly authorised persons obliged to keep secret - only for the purpose specified in point a) above, to whom the processing of personal data was entrusted in writing and who are responsible for violating the rules of processing.

k) Personal data of the promotion participant will be processed for a period necessary for the proper implementation of the promotion and the contract for the provision of telecommunications services.

l) The promotion participant has the right to request access to data concerning him personal data, the right to rectify, delete or limit their processing, object to processing, and data portability. Anytime the participant has the right to object to data processing, processed for the purpose and based on the indicated above. The Administrator will stop processing the participant's data for these purposes unless he can demonstrate that there are valid, legally justified grounds that override the interests, rights and freedoms of the Participant or the Participant's data will be necessary to carry out the promotion or possible determination or investigation claims.

m) the participant may withdraw their consent at any time. Withdrawal of consent does not affect the lawfulness of the processing, which was made based on the participant's prior consent undo.

n) the participant has the right to complain to the supervisory authority.

o) by concluding a contract for the provision of services telecommunications as part of this promotion, the Participant declares that he accepts these Regulations and consents to the processing by the organiser of his personal data in the ordinary sense of applicable regulations to ensure proper use from promotions and telecommunications services.

14. The Organiser informs that the Participant of the Promotion, if he has concluded a contract for the provision of telecommunications services under the terms of the Promotion as the consumer, off-premises or at a distance, has a right to withdraw from the contract within 14 days from the date of conclusion of the contract. The deadline will be met if the Participant sends the notice of withdrawal after 14 days. In the event of withdrawal from the contract, it is considered uncontained. In this situation, the Participant is obliged to return the devices if he received such in connection with the concluded contract. Promotion participants make the return at their own expense and no later than within 14 days from the date the contract was withdrawn to the address: Kościuszki 117/2u in Wrocław. A model statement of withdrawal can be found on the website: <https://www.moico.pl/pobierz.html>.

15. These Regulations come into force on April 1, 2019.

### STATEMENTS:

- I declare that I know and accept the provisions of the Regulations of the promotion.

- I consent to the processing of personal data by the Organizer participant in the promotions contained in the contract for the provision of services telecommunications only for the purposes of promotion and performance of the agreement for provision of telecommunications services.