

TERMS AND CONDITIONS of the “10% Discount for Employees and Associates of Partner Companies” PROMOTION

§ 1. General information

These Terms and Conditions define the general terms and conditions under which the “10% Discount for Employees and Associates of Partner Companies” promotion (hereinafter: “Promotion”) is carried out by KROSS S.A. with its registered office in Przasnysz, via the website www.kross.eu. [http://www.kross.eu/](http://www.kross.eu)

§ 2. Definitions

1. Seller (Organizer) – KROSS S.A. with its registered office in Przasnysz (06-300), Leszno 46, VAT No.: 7611402748, REGON number: 550749108, entered into the Register of Entrepreneurs kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under KRS number 0000223853, with share capital in the amount of PLN 45,000,000 fully paid up; email: kross@kross.pl,
2. Customer – the entity for whom services may be provided electronically or with whom an agreement may be concluded in accordance with the Terms and Conditions as well as legal regulations.
3. Terms and Conditions – these Terms and Conditions of the Promotion.
4. Online Shop Regulations – regulations for the sale and provision of services by electronic means, available on the Online Shop's website at: <https://kross.eu/pl/regulamin>. <https://kross.eu/pl/regulamin>.
5. Online shop – an online shop operating in the domain: www.kross.eu, owned by KROSS S.A. with its registered office in Przasnysz. <http://www.kross.eu/>
6. Partner Company – a company or a capital group to which, under the arrangements, a reusable discount code has been made available, with a code prefix established and appropriate for the company.
7. Employee of the Partner Company (Participant) – a person employed in the Partner Company on the basis of an employment contract, appointment, selection, assignment or cooperative employment contract, an employee of a temporary employment agency, in a situation where the Partner Company is an employer-user pursuant to the Act of 9 July 2013 on the employment of temporary workers, a natural person, not conducting business activity, having a valid contract of mandate with the Partner Company, excluding contracts for specific work and single orders, a natural person conducting a sole proprietorship cooperating with the Partner Company for the duration of the promotion, using IT equipment and equipment of the Partner Company and meeting the conditions indicated in §4 hereof.
8. Promotional Item – all bicycles included in the current offer and presented by the Seller via the Shop's Website, which may be the subject of a sales agreement, visible on the Shop's Website at: <https://kross.eu/pl/lp-lista/2342> <https://kross.eu/pl/lp-lista/2342>
9. Discount code (Code) – a reusable and alphanumeric string, with a code prefix established and appropriate for a given Partner Company.
10. Sales Agreement – means a sales agreement concluded remotely, in line with the terms set out in the Online Shop Regulations, between the Customer and the Seller.
11. Promotion Period – the period from 1 June 2022, 00:01 CET to 31 July 2022, 23:59 CET or while quantities last.
12. Discount – a benefit possible for the Promotion Participant to obtain as part of the Promotion, in the form of a 10% reduction in the price of the Promotional Item, from the retail price presented on the Shop's Website.

§ 3. General provisions

1. The Organizer of the Promotion is KROSS S.A. with its registered office in Przasnysz (06-300), ul. Leszno 46, VAT No. 7611402748, REGON number: 550749108, entered into the register of entrepreneurs kept by the District Court in Białystok, 12th Commercial Division of the National Court Register under the KRS number 0000223853, with share capital in the amount of PLN 45,000,000 fully paid up; email: kross@kross.pl <mailto:kross@kross.pl>
2. By joining the Promotion, the Participant declares that he/she has read the content of these Terms and Conditions and accepts their provisions in full.
3. The content of these Promotion Terms and Conditions is available on the Online Shop Website at: <https://kross.eu/pl/terms-and-conditions-of-the-10-discount-for-employees-and-associates-of-partner-companies-promotion>
4. The Terms and Conditions are the only binding document regulating the rules of conducting the Promotion. All other information materials, including advertising and marketing, are only supportive and cannot constitute a basis for claims.

§ 4. Conditions for participation in the Promotion

1. Participation in the Promotion is voluntary.
2. The discount codes will be provided by the Organizer to the Partner Company via email and in the additional documentation regarding the Promotion.
3. A participant in the Promotion may be any natural person with full legal capacity who, as a consumer under Article 221 of the Civil Code, he/she makes a purchase through the Organizer's Online Shop (a natural person performing a legal action with an entrepreneur not directly related to his/her business or professional activity is considered a consumer).
4. Employees, representatives, co-workers and members of the Organizer's bodies may not participate in the Promotion. Employees are understood as persons acting for the Organizer, regardless of the legal basis of employment (employment contract, civil law contract).
5. Also family members of persons listed in section 4 above cannot be Participants of the Promotion. Family members are understood as ascendants, descendants, siblings, spouses and ascendants, descendants and siblings of spouses.
6. The Promotion is conducted by the Organizer on the territory of Poland via the Online Shop. The promotion does not apply to purchases made through the Organizer's physical shops.
7. The Promotion consists in granting a Discount for one selected Promotional Item added to the cart, after entering the Discount Code in the appropriate field.
8. To participate in the Promotion, the Participant during the Promotion Period should add one selected Promotional Item to the cart in order to conclude a Sales Agreement, visible on the Online Shop's website at: <https://kross.eu/pl/lp-lista/2342>, and then enter the Discount Code provided to the Participant by the Partner Company in the defined place in the cart. <https://kross.eu/pl/lp-lista/2342>
9. After fulfilling the conditions referred to in section 8 above, the value of the concluded Sales Agreement (the price of purchases made) for one Promotional Item will automatically decrease in the "Order Cart" by 10% (ten percent). Detailed rules for concluding Sales Agreements are described in the Online Shop Regulations.
10. In the event that there is more than one Promotional Item in the cart, the Discount will be applied to the cheapest of the Promotional Items.
11. This Promotion cannot be combined with other promotional campaigns. If the conditions for participation in the Promotion and in other promotional campaigns are met, the Participant has the option to choose which promotional campaign he/she wants to take advantage of.
12. During the Promotion Period, the Participant may take advantage of the Promotion once.
13. The discount cannot be exchanged for cash or in-kind equivalent.

14. The Discount Code provided to the Partner Company may be blocked and changed to another one before the end of the Promotion Period – in the event of information on the part of the Organizer that the Discount Code is used by unauthorized Customers who are not Participants in accordance with § 2 section 7.

§ 5. Complaints

1. The Participant may submit a complaint to the Organizer in connection with participation in the Promotion. The complaint may be submitted in writing to the address of the Organizer indicated in § 2 section 1 hereof, with the note “Promotion complaint” or in electronic form, to the Organizer's email address: kross@kross.pl. <mailto:kross@kross.pl>
2. In order to be valid, the complaint should contain: the name and surname of the person whose legal interest has been violated as a result of the Promotion, his/her correspondence address or email address, as well as indicate the reason(s) for the complaint and their exact description.
3. Complaints will be processed by a committee appointed by the Organizer composed of: two representatives of the Organizer (hereinafter referred to as the “Complaints Committee”).
4. If the data or information provided in the complaint need to be supplemented, before considering the complaint, the Complaints Committee will ask the person submitting the complaint to supplement it in the indicated scope.
5. Complaints will be processed within 14 days from the date of their receipt. A response to the complaint will be sent, at the Organizer's choice, in writing to the correspondence address or by email to the email address provided as part of the complaint. In particularly justified cases, the Organizer may send a response to another correspondence address or email address indicated by the complainant.
6. The rules of using the rights under the warranty for physical or legal defects of the Promotional Item by the Participant are contained in § 8 of the Online Shop Regulations. The provisions of these Terms and Conditions do not violate or limit the rights of the Participant under the warranty, in accordance with applicable law.

§ 6. Withdrawal from a sales agreement concluded remotely

1. The principles of using the consumer's right to withdraw from a sales agreement concluded remotely are contained in § 10 of the Online Shop Regulations. The provisions of these Terms and Conditions do not violate or limit the Participant's right to withdraw from the Sales Agreement concluded remotely in accordance with the applicable laws.

§ 7. Personal data protection

1. Your personal data controller is KROSS S.A. with its registered office in Przasnysz, ul. Leszno 46, 06-300 Przasnysz (hereinafter referred to as “KROSS”).
2. Contacting KROSS is possible at: kross@kross.pl or by regular mail sent to KROSS S.A. with its registered office in Przasnysz, ul. <mailto:kross@kross.pl> Leszno 46, 06-300 Przasnysz.
3. In matters of personal data protection, you can contact us at: mailrodo@kross.pl. <mailto:iodo@kross.pl>
4. Your personal data will be processed:
 - a) in order to carry out the Promotion on the terms set out herein - legal basis necessary for the implementation of an agreement (Article 6 section 1(b) of the GDPR);
 - b) accounting and tax settlements (legal basis: fulfilment of legal obligations incumbent on the Controller, Article 6 section 1(c) of the GDPR);
 - c) in order to establish or pursue possible claims or defend against such claims by KROSS – the legal basis for data processing is the legitimate interest of KROSS (Article 6 section 1(f) of the GDPR).

5. Your personal data will be stored for the duration of the Promotion and until the claims arising from the Promotion expire.
6. Your personal data may be transferred to companies from the KROSS capital group, IT system and service providers, legal service providers, courier service providers and entities authorized to do so under the law.
7. You have the right to: access the content of data and request their rectification, deletion, restriction of processing, the right to data portability, the right to object to data processing and the right to lodge a complaint to the President of the Office for Personal Data Protection to the address of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.
8. You have the right to object to the processing of personal data on the basis of the legitimate interest of the controller for reasons related to your particular situation.
9. Providing personal data is necessary to participate in the Promotion, and failure to provide such data will prevent participation in it.

§ 8. Final provisions

1. The Promotion may be terminated or limited by the Organizer before the end of the Promotion Period – in the event of exhaustion of the Promotional Items.
2. This Promotion is not a game of chance under the Gambling Act of 19 November 2009
3. The Promotion does not constitute an offer or a public promise under the Civil Code.
4. The content of these Terms and Conditions may be stored through printing, copying on media carriers or downloading at any time from the Online Shop Website.
5. In the event of a dispute under these Terms and Conditions, the parties shall attempt to resolve the matter amicably. The law applicable to any dispute arising on the basis of these Terms and Conditions is the Polish law.
6. The Organizer informs the Participant who is a Consumer about the possibility of using extrajudicial ways of dealing with complaints and pursuing claims. The rules of access to these procedures are available at the registered offices or on the websites of entities authorised to settle disputes out of court. They may in particular be the consumer ombudsmen or the local offices of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection. In addition, a platform is available at <http://ec.europa.eu/consumers/odr> for online dispute resolution between consumers and enterprises at the EU level (ODR platform). <http://ec.europa.eu/consumers/odr/>
7. The Organizer does not use out-of-court settlement of disputes referred to in the Act of 23 September 2016 on out-of-court settlement of consumer disputes.
8. In matters not covered by these Terms and Conditions, the provisions of Polish law shall apply, including, in particular, the Act of 30 May 2014 on consumer rights and the Act of 23 April 1964. The Civil Code and the provisions of the Online Shop Regulations.
9. These Terms and Conditions may be amended by the Organizer at any time, provided that the amendments shall not affect the acquired rights of the Participants. In the event of an intention to change the Terms and Conditions, in accordance with the principles indicated above, the Organizer shall publish the relevant information at: www.kross.eu/pl/ <http://www.kross.eu/pl/>
10. The Terms and Conditions are effective as of 1 June 2022.