

## **REGULATIONS OF THE “Polecam Dimedic. Zyskuję Ja i moi Znajomi” PROMOTION**

### **I. Organiser of the Promotion**

1. The Promotion is organised by **DiMedic Limited** with its registered office in Newcastle upon Tyne, 104 Close, Quayside NE1 3RF, in the United Kingdom, registered in the Register of Companies for England and Wales under number 09290911, hereinafter referred to as "**Dimedic**" or the "**Organiser**".
2. The Promotion cannot be combined with other promotions conducted by Dimedic.

### **II. Terms and conditions of participation in the Promotion**

1. The Promotion is for registered and new users of portal dimedic.eu.
2. A person joining the Promotion shall become a Promotion Participant, hereinafter referred to as a "**Promotion Participant**".
3. The Promotion consists of Dimedic providing each registered user with a personalized Individual Code to use, to share with another unregistered user. Individual Codes given to unregistered users by Dimedic partners are also honoured within the promotion.
4. The Promotion Participant becomes a person who gives the Individual Code to a person not registered on dimedic.eu website and a person who registers on dimedic.eu website, using the received Individual Code.
5. Participation in the Promotion implies acceptance of all provisions of these Regulations.
6. Participation in the Promotion is voluntary.
7. Participant may opt out of the Promotion at any time by ceasing to use the Individual Code.

### **III. The Promotion Period**

1. The Promotion begins on May 19, 2017 and will end on and including December 31, 2023.
2. The discounts accumulated in the promotion can be used for a period of 2 years from the date of their acquisition.

### **IV. Rules of the Promotion**

1. A registered Dimedic user is sent a personalized Individual Code by e-mail to the e-mail address indicated by him/her and to his/her Individual Account on the dimedic.eu portal, to be used in order to share with another non-registered user.
2. Each registered Dimedic user has the possibility of passing the personalized Individual Code to any number of persons who are not users of the dimedic.eu portal.
3. The Individual Code can be passed on in any way, with the reservation that it cannot be passed on through entries in social media profiles/accounts belonging to the Organiser, including messages posted there; all such entries containing the Individual Code will be deleted by the Organiser.
4. A person who is not a previous dimedic.eu user and who registers with the Individual Code will receive a discount of PLN 30 (thirty zlotys) by which the cost of the next online medical consultation will be reduced. This person becomes a Promotion Participant at the moment of registration as a user of dimedic.eu website.
5. A person who is a user of dimedic.eu portal and has given Individual Code, receives a discount in the amount of 30 PLN (thirty zlotys), at the moment of consultation by a recommended person who used the Individual Code given to him/her.
6. Promotion Participants may use their discounts to reduce the cost of online medical

- consultations provided by Dimedic.
7. Discounts resulting from the transfer of an Individual Code are cumulative.
  8. The amounts of discounts resulting from the Individual Codes provided may be used by the Promotion Participant to pay for online medical consultations provided by Dimedic no later than for a period of 2 years from the date of receiving the discount. After this date, unused discounts will be voided.
  9. Dimedic reserves the right to suspend an Individual Account and/or withdraw discounts in the event of a reasonable suspicion that they have been obtained fraudulently.
  10. Dimedic reserves the right to verify the discounts received.
  11. Additionally, Participants who actively participate in the Promotion are eligible to receive prizes under the following rules:
    - (a) The Promotion Participant who passes the Individual Code - in a manner described in the above paragraphs - to at least 5 recommended people who will then benefit from at least one consultation at dimedic.eu during the Promotion Period, will receive a material prize in the form of a sports water bottle of a value not exceeding PLN 50;
    - (b) The Promotion Participant who passes the Individual Code - in a manner described in the above paragraphs - to at least 10 recommended people who will then benefit from at least one consultation at dimedic.eu during the Promotion Period, will receive a material prize in the form of a sports armband monitoring activity/health of a value not exceeding PLN 200;
    - (c) The Promotion Participant may receive both the prize under point a) and the prize under point b) if he/she meets the conditions for receiving both types of prizes, but the prize of a given type [under point a) or point b)] is always one-time only. This means that the Participant is not entitled to further prizes of the same type if he/she completes a multiple of the number of referrals indicated in point a) or b).
    - (d) The Participant shall be notified about receiving a prize by e-mail, to the address provided during registration of the Account on the Dimedic portal or in a message sent in the Patient Panel. In the aforementioned e-mail/message, the Participant will be asked to confirm/enter the data necessary to send him/her the prize, i.e. name, surname, address, telephone number for contact. The prize is sent to the Participant at the address provided by the Participant in the email correspondence or message in the Patient Panel, within the next 30 days. In the case of failure to provide the above address or failure to reply to the e-mail/message sent by the Organiser or failure to collect the prize package sent by the Organiser several times, it shall be assumed that the Participant has given up the prize.
    - (e) The Promotion rules set forth in this item 11 are effective from February 1, 2022 until the expiration of the Promotion period set forth in item III.1.
    - (f) The Promotion Organiser reserves the right to replace the prizes specified in points a) and b) with other items of the same or similar value.
    - (g) Prizes will be free from physical or legal defects.
  12. In connection with participation in the Promotion, including transfer of the aforementioned prizes, the following personal data shall be collected from Participants: first name, surname, e-mail address, correspondence address, telephone number for contact (hereinafter jointly - "**Personal Data**"). Personal data will be processed on the following basis:
    - (a) The Organiser is the Controller of Personal Data.
    - (b) GRCI Law is the Data Protection Officer (ICD). If you have any questions regarding the processing of your Personal Data, data protection in general or the exercise of your rights in relation to the processing of your Personal Data, please contact us using the email address below or by post.

**Data Protection Officer: GRCI Law**

Unit 3 Clive Court  
Bartholomew's Walk  
Cambridgeshire Business Park  
Ely CB7 4EA  
e-mail: dpoaas@grcilaw.com  
Phone No.: +44 (0) 333 800 7000

- (c) By submitting Personal Data in the manner set forth in item 11(d), the Participant has acknowledged and accepts the information related to the processing of Personal Data contained in this item 12.
- (d) Personal data are processed in accordance with the principles set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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) - hereinafter: the "**GDPR**".
- (e) Personal Data shall be processed in order to:
- process the Promotion in accordance with these Regulations (including - in order to hand in the Individual Codes, inform about the prize, hand over the prize, process any complaints) and to comply with the other provisions of the Regulations defining the rights and obligations of the parties; the basis for such data processing shall be the Organiser's legally justified interest, which shall be to enable the Participants to participate in the Promotion and to process the Promotion, as well as fulfilment of the agreement entered into by the parties in connection with the entry of the Participant into the Promotion under the rules defined in these Regulations (Article 6(1)(b) and (f) of the GDPR);
  - fulfil the Organiser's obligations, if any, related to the organisation of the Promotion resulting from the applicable provisions of law (pursuant to Article 6(1)(c) of the GDPR)
  - possibly pursue/defend against claims related to the execution of the Promotion (pursuant to Article 6(1)(f) of the GDPR).
- (f) To the extent specified above, providing the Personal Data is not obligatory, however, failing to provide the Data shall make it impossible to enter the Promotion, award or hand over the prize or to correctly fulfil the Organiser's obligations related to the process of organising the Promotion.
- (g) The Organiser may provide personal data - to the extent necessary - to entities providing support for necessary processes related to the day-to-day operation of the Organiser, such as entities providing accounting and legal services, hosting and other IT services, and delivering shipments.
- (h) The Promotion Participant is entitled to:
- access the Data, including obtaining a copy thereof,
  - rectify the Data,
  - erase the Data, subject to exceptions provided by law,
  - restrict the processing of the Data,
  - object to the processing of the Data, except to the extent that the Controller processes the Data on the basis of its legitimate interest,,
  - lodge a complaint with a supervisory authority if the processing of the Data violates the provisions of the GDPR.

In order to exercise the above rights, please contact the Organiser.

- (i) Personal Data will be stored for the duration of the Promotion and the execution of all provisions of these Terms and Conditions and for the period after the execution of these provisions as required by law. The retention period may be extended by the statute of limitations for claims that may be asserted in connection with the organization of the Promotion or implementation of other provisions of the Regulations.

#### **4. Complaints**

1. Complaints related to the Promotion may be submitted by the Participant in writing no later than 30 days after the expiry date of the discounts received, and in the case of complaints regarding prizes no later than:
  - (a) in case of receiving a prize - within 60 days from the day of receiving it;
  - (b) if the Organiser does not deliver the prize - within 60 days from the date on which the Participant received information from the Organiser that he/she received the prize, and if the Participant did not receive such information - within 60 days from the date on which he/she fulfilled the conditions for receiving the prize.
2. The complaint must include a description of the grounds for the complaint.
3. Complaints will be reviewed by Dimedic within 30 days of receipt.
4. The Promotion Participant shall be notified of the outcome of the complaint procedure in writing. Dimedic's decision is final. This does not exclude the entitlement of the Promotion Participant to pursue their claims under generally applicable laws.

#### **V. Final Provisions**

1. These Regulations are the only document setting out the detailed rules of the Promotion.
2. The Regulations are available at Dimedic's office and on the website [www.dimedic.eu](http://www.dimedic.eu).
3. All correspondence to the Organiser should be addressed to the following address: Dimedic Limited, 104 Close, Quayside, Newcastle upon Tyne, NE1 3RF, United Kingdom.
4. The Organiser reserves the right to change the terms of these Regulations. Amendments to the Regulations shall in no way affect the rights of the Participant already acquired by him under the provisions of the Regulations previously in force. The Organiser will notify Program Participants at least 3 days in advance via the Patient Panel or e-mail about changes to the Regulations. Participant's continued participation in the Referral Program constitutes his/her acceptance of the new terms of these Terms.
5. The Regulations - in the wording specified above - are valid from 13.12.2021. This means that the discounts in the amount specified in items IV.4 and IV.5 apply to those medical consultations carried out after the aforementioned date.