

Terms and conditions of the Campaign „Luminarc Pure Box”

Article 1 General provisions

1. These Terms and Conditions specify the rules of the Campaign titled „Luminarc Pure Box” (hereinafter referred to as the Campaign), i.e. the rules of participating in the Campaign, the rules of the Campaign itself and the rules for lodging complaints (hereinafter referred to as the Terms and Conditions).
2. The Terms and Conditions shall constitute the only legally binding document regulating the rules and conditions under which the Campaign shall be conducted. All other information materials, including advertising and marketing materials, are of supplementary nature only.
3. The Campaign „Luminarc Pure Box” is conducted by Mastermedia Cioczek i Wójciak Sp. J. with its registered office in Lublin, ul. Wojciechowska 9b, 20-704 Lublin, entered into the register of entrepreneurs by the District Court for Lublin-East in Lublin located in Świdnik, 6th Commercial Division of the National Court Register (KRS) under KRS Number 0000447072, Tax Identification Number (NIP) 7120155884, Business Registry Number (REGON) 430299173 (hereinafter referred to as the Organiser).
4. The Campaign shall be conducted in select Food Plus (the Organiser’s franchise chain) shops on the territory of **The Netherlands, Belgium and The Republic of Ireland**. **The list of Food Plus franchise shops**, valid for the day of the start of the Campaign, constitutes **Appendix No 1** hereto. The above-mentioned list shall be continually updated on the following website: <https://www.foodplus.eu/en/actions>
5. The Campaign is intended for natural persons who are consumers within the meaning of article 22 [1] of the Polish civil code, hereinafter referred to Consumers of Customers.
6. The Campaign „Luminarc Pure Box” is a promotional campaign during which Customers shall receive stickers for purchases made (hereinafter referred to as Stickers), which, after being applied to a Collector’s Card for stickers (hereinafter referred to as the Collector’s Card), enable Customers to purchase a promotional product constituting a particular product of **Luminarc** for 50% of its regular price (hereinafter referred to as the Promotional Product). **The list of products covered by the Campaign constitutes Appendix No 2 hereto.**
7. The Campaign begin on **July 11th, 2019** and end on **September 18th, 2019** or until stock lasts, with the provision that:
 - a) Stickers shall be issued from **July 11th, 2019** to **September 11th, 2019** or until the stocks of Promotional Products last;
 - b) Promotional Products shall be available for purchase from **July 11th, 2019** to **September 18th, 2019** or until the stocks of Promotional Products last.

Article 2 Campaign participation requirements

1. The Campaign is available to Customers who possess the required number of Stickers on their Collector’s Card (**in compliance with the templates referred to in appendices 3 and 4 hereto**), which enable customers to purchase a Promotional Products at a promotional price.
2. Only natural persons of legal age and who have full capacity to perform acts in law may participate in the Campaign, provided that they meet the participation requirements specified herein. Participants of the Campaign declare that they are tax residents of the country referred to in Article 1 section 4 hereof, and are obliged to individually settle any tax obligations which may arise from the fact of them receiving a prize.
3. Persons who do not have full capacity to perform acts in law may participate in the Campaign (i.e. receive Stamps and use them to purchase a Promotional Product at a promotional price) with the consent of a statutory representative, unless they manage their own earnings or items of property given to them for free use.

4. Customer participation in the Campaign shall mean that:

- a) the Customer has familiarised him/herself with the Terms and Conditions and fully accepts its provisions;
- b) the Customer agrees to act in compliance with the rules and conditions specified herein.

Article 3 The Campaign

1. Stickers received for making purchases shall be issued from **July 11th, 2019 to September 11th, 2019** or until the stocks of Promotional Products last.

2. Stickers shall be issued to Customers who make single purchases (documented with a single receipt) in select Food Plus franchise shops for a minimum amount of **10€ (ten Euro)**. Making a single purchase for a multiple of 10 entitles the Customer to receive more Stickers. For example - in case of purchase the value of which:

- a) equals to or exceeds **10€** but is below **20€**, the Participant shall receive 1 (in words: one) Sticker;
- b) equals to or exceeds **20€** but is below **30€**, the Participant shall receive 2 (in words: two) Stickers;
- c) equals to or exceeds **30€** but is below **40€**, the Participant shall receive 3 (in words: three) Stickers;

3. To participate in the Campaign, it is required to collect Stickers from the serving cashier. Customers may not collect Stickers at a later date by providing proof of purchase. All complaints pertaining to this matter should be lodged directly to the cashier when conducting the transaction.

4. Stickers shall be issued for purchasing all regular products available at select Food Plus shops, regardless of the mode of payment (cash, card, vouchers), with the exception of the following products and services:

- a) alcoholic beverages, with the exception of beer, within the meaning of article 46 section 1 of the Act of 26 October 1982 on education in sobriety and counteracting alcoholism (uniform text: Journal of Laws of 2015 item 1286);
- b) tobacco products within the meaning of article 2 point 32 of the Act of 9 November 1995 on the protection of health against the consequences of tobacco use (uniform text: Journal of Laws of 2015 item 298);
- c) infant nutrition products within the meaning of article 3 section 3 point 27 of the Act of 25 August 2006 on food and nutrition safety (uniform text: Journal of Laws of 2010 No 136 item 914), including baby formula, nutrition for infants of 0 to 6 months of age and items used for feeding infants;
- d) medicinal products within the meaning of article 2 point 32 of the Act of 6 September 2001 – Pharmaceutical Law (uniform text: Journal of Laws 2008.45.271).

5. If the proof of purchase, in particular a receipt, contains products or services referred to in Article 3 point 4 hereof, the value of such products shall be deducted from the total value of the products purchased which is listed on the proof of purchase. The resulting amount shall constitute the basis for the number of Stickers to be issued by a cashier. The Organiser shall inform the shop's Customers about the above-mentioned products and services being excluded from the Campaign in its advertising materials.

6. Stickers should be applied to the Collector's Card. Customers can obtain their Collector's Card at the cash register. Collector's Cards will also be available at the display stand.

7. Participants who collect **5 Stickers** and submit their Collector's Card with **5 Stickers** on it to the Organiser in one of its shops while the campaign is active shall have the right to purchase one of the Promotional Products for 50% of its original price:

- a) to acquire the right to purchase a **Round Pure Box Container 420ml** for **3.49€**, i.e. for 50% of the regular price of **6.98€** – 5 Stickers required;
- b) to acquire the right to purchase a **Round Pure Box Container 670ml** for **4.49€**, i.e. for 50% of the regular price of **8.98€** – 5 Stickers required;

- c) to acquire the right to purchase a **Round Pure Box Container 920ml** for **4.99€**, i.e. for 50% of the regular price of **9.98€** – 5 Stickers required;
- d) to acquire the right to purchase a **Salad Bowl Pure Box 15cm** for **6.99€**, i.e. for 50% of the regular price of **13.98€** – 5 Stickers required;
- e) to acquire the right to purchase a **Rectangular Pure Box Container 380ml** for **3.49€**, i.e. for 50% of the regular price of **6.98€** – 5 Stickers required;
- f) to acquire the right to purchase a **Rectangular Pure Box Container 820ml** for **4.99€**, i.e. for 50% of the regular price of **9.98€** – 5 Stickers required;
- g) to acquire the right to purchase a **Rectangular Pure Box Container 1,22l** for **5.69€**, i.e. for 50% of the regular price of **11.38€** – 5 Stickers required;
- h) to acquire the right to purchase a **Rectangular Pure Box Container 1,97l** for **7.49€**, i.e. for 50% of the regular price of **14.98€** – 5 Stickers required;
- i) to acquire the right to purchase a **High Container Pure Box 1,45l** for **7.99€**, i.e. for 50% of the regular price of **15.98€** – 5 Stickers required;
- j) to acquire the right to purchase a **Square Pure Box Container 380ml** for **3.49€**, i.e. for 50% of the regular price of **6.98€** – 5 Stickers required;
- k) to acquire the right to purchase a **Square Pure Box Container 760ml** for **4.99€**, i.e. for 50% of the regular price of **9.98€** – 5 Stickers required;
- l) to acquire the right to purchase a **Square Pure Box Container 1,22l** for **5.69€**, i.e. for 50% of the regular price of **11.38€** – 5 Stickers required;
- m) to acquire the right to purchase a **Square Pure Box Container 750ml** for **4.49€**, i.e. for 50% of the regular price of **8.98€** – 5 Stickers required;
- n) to acquire the right to purchase a **Square Pure Box Container 2,5l** for **8.99€**, i.e. for 50% of the regular price of **17.98€** – 5 Stickers required;
- o) to acquire the right to purchase an **Round Pure Box High Container 840ml** for **6.99€**, i.e. for 50% of the regular price of **13.98€** – 5 Stickers required.

8. Collector's Cards with Stickers on them may be submitted and entitle the bearer to purchasing a Promotional Product at a promotional price in select Food Plus franchise shops on the territory of **The Netherlands, Belgium and The Republic of Ireland** from **July 11th, 2019** to **September 18th, 2019** or until the stocks of Promotional Products last, during the business hours of a given shop. If the stock of the Promotional Products has not been exhausted, and a Customer expresses intent to collect his/her chosen Promotional Product, and the product in question is not available in the given shop, the shop's personnel shall inform the Customer about the date when he/she can collect the Promotional Product.

9. In order to be allowed to purchase a Promotional Product at a promotional price, it is required to present and relinquish a complete Collector's Card with **5 Stickers** to the cashier at the Organiser's shop while the Campaign is active, and to pay a price constituting 50% of the regular price of the Promotional Product selected by the Customer. All Stickers entitling to purchasing one Promotional Product at a promotional price must be applied to a single Collector's Card – it is not allowed to combine Stickers from multiple Collector's Cards. The Organiser shall withhold used Collector's Cards. If a Collector's Card contains more Stickers than it is required to make a purchase at a promotional price, the excess shall be considered to have been used. After the end of the Campaign, Stickers and

Collector's Cards become invalid and shall no longer entitle Customers to purchasing Promotional Products at promotional prices.

10. Customers shall not be entitled to any claims pertaining to unused Collector's Cards with Stickers on them, or not reporting to the Cashier the intent to participate in the Campaign, and, in particular, shall not be entitled to exchanging Collector's Cards with Stickers on them for an equivalent amount in cash. Stickers and Collector's Cards with Stickers on them may not be an object of trade other than specified herein. In particular, it is prohibited to sell or exchange Stickers or Collector's Cards.

11. The cashier serving the Customer has the right to reject a Collector's Card if the Card or the Stickers on it raise the Cashier's doubts as to their authenticity or the legality of their origin.

13. No duplicate Stickers shall be issued should a Customer lose the Collector's Card. Damaged or destroyed Stickers, as well as Collector's Cards containing damaged or destroyed stickers shall not be accepted.

Article 4 Organiser's Responsibility

1. All complaints pertaining to the manner in which the Campaign is conducted, including those pertaining to the inability to take advantage of the promotional price, should be submitted in writing to the Organiser's address, i.e.: Mastermedia Cioczek i Wójciak Sp. J. ul. Wojciechowska 9b, 20-704 Lublin, Poland, with a note **„Luminarc Pure Box”** within 14 days of the occurrence of the reason of the complaint (inability to take advantage of the promotional price in select Food Plus franchise shops).

2. Complaints drawn up in writing should contain: the Customer's name, surname, detailed address and, optionally, the Customer's phone number, the reason of the complaint along with its justification, and a legible signature. Complaints which do not meet the above-mentioned requirements shall not be evaluated. The complaint must contain enclosed the following consent form for the processing of personal data: "I consent to my personal data being processed by Mastermedia Cioczek i Wójciak Sp. J. with its registered office in Lublin, Poland (address: ul. Wojciechowska 9b, 20-704 Lublin, Poland) for the purposes of carrying out the complaint procedure in the Campaign **„Luminarc Pure Box”**, conducted by Mastermedia Cioczek i Wójciak Sp. J., including for the purposes of responding to the complaint, pursuant to the provisions of the Act of 29 August 1997 on personal data protection (uniform text: Journal of Laws of 2015 item 2135)".

3. The personal data of persons lodging complaints are subject to protection pursuant to the Act of 29 August 1997 on personal data protection (uniform text: Journal of Laws of 2015 item 2135), and shall be collected and processed solely for the purposes of carrying out the complaint procedure in the Campaign **„Luminarc Pure Box”** (i.e. for the purposes of responding to complaints). Persons lodging complaints have the right to access their personal data and to correct them pursuant to the provisions of the Act of 29 August 1997 on personal data protection. Providing personal data is voluntary, but necessary for the purposes of carrying out the complaint procedure.

4. The personal data of persons who lodge complaints shall be administered by Mastermedia Cioczek i Wójciak Sp. J. with its registered office in Lublin, ul. Wojciechowska 9b, 20-704 Lublin, entered into the register of entrepreneurs by the District Court for Lublin-East in Lublin located in Świdnik, 6th Commercial Division of the National Court Register (KRS) under KRS Number 0000447072, Tax Identification Number (NIP) 7120155884, Business Registry Number (REGON) 430299173.

5. The consent for personal data to be processed may be revoked by submitting a declaration of will containing the revocation to the following address: Mastermedia Cioczek i Wójciak Sp. J. with its registered office in Lublin, ul. Wojciechowska 9b, 20-704 Lublin, along with the name and surname of the person lodging the complaint.

6. Complaints shall be evaluated within 14 business days of the date of their receipt by the Organiser.

7. The Organiser shall evaluate complaints in compliance herewith.

8. The organiser shall inform the person who has lodged a complaint about its decision via registered mail sent to the address specified in the complaint, within 7 days of evaluating the complaint.


Article 5 Final provisions

1. The Organiser reserves the right to cancel the Campaign for material reasons, i.e. exhaustion of Promotional Product stocks or force majeure, provided that this does not violate any rights acquired by Customers.
2. In matters not regulated herein, the provisions of the Civil Code and other binding legal provisions shall apply.
3. All disputes which may arise from the Campaign shall be settled amicably, and in the case of no satisfying settlement, the dispute shall be settled by a competent common court, pursuant to binding legal provisions.
4. These Terms and Conditions and appendices hereto shall be available at <https://www.foodplus.eu/en/actions> in select Food Plus franchise shops, and in the Organiser's office.

Appendix No 1 List of the shops participating in the Campaign (as of 11. 07.2019)

sklep/shop	miasto/town
GS MERCHANTS LIMITED	DUBLIN
POLSKI SKLEP VIOLETTA	VENRAY
SMACZEK B.V.	HAARLEM
PEWEX V.O.F	DEN HAAG
OD&DO KAPELLE B.V.	KAPELLE
POLSKI SKLEP SALON BELVEDERE	ALPHEN AAN DEN RIJN
POZIOMKA SUPERMARKT	VLAARDINGEN
POLO MARKET	S-GRAVENHAGE
DELICE B.V.	AALSMEER
PAN SLIWKA B.V.	BEST
V.O.F. POLSKI PLAZA	S-GRAVENHAGE
BIEDRONECZKA HELMOND	HELMON
A.B.C. STORE	SCHIEDAM
MALA POLSKA	BERGEN OP ZOOMBERGEN OP ZOOM
POOLSE DELICATESSEN BOCIK	WERVERSHOOF
CLAUS 2	ROTTERDAM
POLSKI SKLEP VIOLETTA (VENLO)	VENLO
NETTO	BALBRIGGAN
MROZ LONGFORD	LONGFORD
NETTO APPLEWOOD	SWORDS
SMAKPOL LUSK	LUSK
FOODLAND I	GALWAY
NETTO BLANCHARDSTOWN	DUBLIN
ODRA FOOD	GOREY
HITIANLAND	GALWAY
STOKROTKA BIRR	BIRR CO. OFFALY
FOODLAND DOUGHISKA	GALWAY

Appendix No 2 List of the products covered by the Campaign.

No.	product name	promotional price	regular price	photo
1	Square container PURE BOX 380 ml Pojemnik PURE BOX kwadratowy 380 ml ZIELONY/ NIEBIESKI	3,49 €	6,98 €	
2	Square container PURE BOX 760 ml Pojemnik PURE BOX kwadratowy 760 ml ZIELONY/ NIEBIESKI	4,99 €	9,98 €	
3	Square container PURE BOX 1,22 l Pojemnik PURE BOX kwadratowy 1,22 l ZIELONY/ NIEBIESKI	5,69 €	11,38 €	
4	Square container PURE BOX 750 ml Pojemnik PURE BOX kwadratowy 750 ml NIEBIESKI	4,49 €	8,98 €	
5	Square container PURE BOX 2,5 l Pojemnik PURE BOX kwadratowy 2,5 l NIEBIESKI	8,99 €	17,98 €	
6	Salad bowl PURE BOX 15 cm Salaterka PURE BOX 15 cm NIEBIESKI	6,99 €	13,98 €	
7	Round container PURE BOX 420 ml Pojemnik PURE BOX okrągły 420 ml NIEBIESKI	3,49 €	6,98 €	
8	Round container PURE BOX 670 ml Pojemnik PURE BOX okrągły 670 ml ZIELONY/ NIEBIESKI	4,49 €	8,98 €	
9	Round container PURE BOX 920 ml Pojemnik PURE BOX okrągły 920 ml ZIELONY/ NIEBIESKI	4,99 €	9,98 €	
10	Rectangular container PURE BOX 380 ml Pojemnik PURE BOX prostokątny 380 ml ZIELONY/ NIEBIESKI	3,49 €	6,98 €	
11	Rectangular container PURE BOX 820 ml Pojemnik PURE BOX prostokątny 820 ml ZIELONY/ NIEBIESKI	4,99 €	9,98 €	
12	Rectangular container PURE BOX 1,22 l Pojemnik PURE BOX prostokątny 1,22 l ZIELONY/ NIEBIESKI	5,69 €	11,38 €	
13	Rectangular container PURE BOX 1,97 l Pojemnik PURE BOX prostokątny 1,97 l ZIELONY/ NIEBIESKI	7,49 €	14,98 €	
14	High round PURE BOX container 840 ml Pojemnik okrągły wysoki PURE BOX 840 ml	6,99 €	13,98 €	
15	High container PURE BOX 1,45 ml Pojemnik PURE BOX wysoki 1,45 ml NIEBIESKI	7,99 €	15,98 €	

Appendix No 3 Sticker template



Appendix No 4 Collector's Card template

