

TATUUM LOYALTY PROGRAM REGULATIONS VALID FROM 21TH OF MARCH

§ 1

General provisions

1. 1. In these Rules of Procedure, hereinafter referred to as the "Regulations", the following terms shall be understand as follows:
2. Definitions:
 - a) Organizer - KAN Sp. z o.o. [Ltd.] with its registered office in Łódź, address: 92-760 Łódź, ul. Wiączyństwa 82, entered into the register of entrepreneurs kept by the District Court for Łódź- Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS no. 119998, identified with REGON [business ID no.] 471164930 and NIP [taxpayer's ID no.] 7251019880 with share capital 6.500.000 PLN;
 - b) Program – loyalty program defined in these Regulations;
 - c) Participant – natural person having a full capacity to perform acts in law and making purchases in the Organizer's online store or brick-and-mortar store, who entered the Program
 - d) Brick-and-mortar store – current list of brick-and-mortar stores is available on <http://eshop.tatum.com/pl>;
 - e) Stationary Shop - the point of sale of the Organizer; the current list of stationary stores is available at <http://www.tatum.com/pl/stores>;
 - f) Account – created after the Participant has registered its individual Account by means of which it can participate in the Program defined in these Regulations;
 - g) The loyalty card - granted to Clients in the course of purchases made in the Stores enabling them to make purchases within the limits set forth in the Discount Card; rules of issuing The loyalty card define separate regulations,
 - h) Customer – person being a customer in the brick-and-mortar store or online store, and who can also be the Program Participant;
 - i) Points - Points collected by a Participant for purchasing goods in Stores. Points entitle the Customer to receive discounts and other benefits on the terms and conditions set out in the Regulations
 - j) Voucher – cash benefit granted to Program Participants for making purchases.
 - k) Agreement - agreement to join the Program concluded between the Organizer and the User on the basis of these Regulations.

§ 2

General terms of participation

1. The Program Participant can solely be a natural person having a full capacity to perform acts in law and satisfying all requirements stipulated in these Regulations.
2. Before it enters the Program, the Participant is obligated to get familiar with these Regulations.
3. The Participant may enter the Program at any time of its duration.
4. Participation in the Program is facultative and free of charge.
5. The Program specified in these Regulations applies in the territory of the Republic of Poland only.
6. The Loyalty Program begins on 1st march 2017 and remains effective until revoked by the Organizer.
7. Purchases made with the Loyalty Card are not included in the purchases in this Program. This means that the Customer who holds the Loyalty Card will not be able to use it in the Program, as referred to in these Regulations.
8. In connection with participation in the Program, the Participant will receive from the Organizer, at his e-mail address or telephone number, promotional information, vouchers and other information related to the Program.

§ 3

Using Loyalty Program

1. In order to enter and use the Program, the Participant is obligated to sign up for free.
2. The Participant can sign up to the Program in two ways:
 - a) By filling in the registration form in the brick-and-mortar store and handing the form to the store employee at the counter.
3. In the registration form it is necessary to enter the following data:
 - a) First and last name,
 - b) Mobile phone number,
 - c) E-mail address,
 - d) Date of birth.

It is forbidden to add lawless content in the form, in particular false data.

4. A customer who wants to join the Program by completing the form in the Store Shop, upon signing the form, enters into the Agreement with the Organizer. An activation link will be sent to the email address and is required to participate in the Program.
5. A person who wishes to join the Program by completing the form in the Online Shop should have an account at the Store or be able to open such account at the same time as joining the Program. To do this, you should fill in the registration form on the website, giving all the information contained therein. The form is an offer to conclude an Agreement addressed by the Organizer to the Customer. After completing the form and

submitting a statement about the acceptance of the Rules, click the "Register" button, which will send the form to the Organizer. An activation link will be sent to the e-mail address, which is equivalent to accepting the offer of the Organizer and concluding the Agreement.

§ 4

Account

1. The participant logs into his / her account via the "My Account" tab available on the homepage of the online store. Logging takes place using the e-mail address and password established by the participant.
2. The password is confidential, it is forbidden to share the password with third parties.
3. Only one Account can be assigned to one e-mail address.
4. Within the Account, the Participant may in particular:
 - A) make purchases in the online store,
 - B) view the history of transactions in the online store and in the store,
 - C) filter the date of purchase, location, price of purchased goods and their index,
 - D) Browse through the list of five nearest stationary stores, which is verified by the post code registered during the Program,
 - E) receive information on current promotional campaigns,
 - F) receive purchase vouchers for use as referred to in § 5 of the Regulations,
 - G) receive Points for the actions specified in § 5 of the Regulations.
5. Removal of the Account by the Participant shall result in the loss of the rights granted to him in paragraphs 4 above due to participation in the Program.
6. Each Participant of the Program may have only one active Account, which entitles them to accrue Points and exchange them into Vouchers.

§ 5

Vouchers and points

1. In connection with participation in the Program Participants are issued the following categories:
 - A The Welcome Voucher,
 - B. The Loyalty Voucher,
 - C. The Birthday Voucher.

The Organizer sends Voucher on the Participant's e-mail address and phone number after meeting the conditions mentioned below within 21 days of the date of meeting the conditions of receiving the Voucher.

2. When making purchases in the Store, after the Participant has designated the Account, the Participant is

credited with Points of at least 1 point for 1 PLN.

3. The Participant receives the Welcome Voucher upon registration in the Program. Welcome Voucher entitles the Participant to receive a discount of 50 PLN on purchases made in the Shop for a minimum amount of 299 PLN.

4. The participant receives the Birthday Voucher on the date indicated by him on the registration form as the date of birth. Birthday Voucher entitles the Participant to receive a discount of 50 PLN when making purchases in the Shop for a minimum amount of 299 PLN.

5. The Participant receives the Loyalty Voucher for every 800 Points collected for Shop purchases after joining the Program. Loyalty Bonuses entitle the Participant to receive a discount of 50 PLN on subsequent purchases at the Store. From the moment you collect 800 Points or 365 days after joining the Program or resetting Points, points are counted from scratch (zero points).

6. Welcome Vouchers and Loyalty Vouchers are valid for 90 days from the date they are sent to the Participant. Birthday Voucher is valid for 30 days from the date it is sent to the Participant.

7. If the Participant does not use the Voucher within 30 days from the date of submission, the Organizer will send to his email address or phone number the active reminder note to use.

8. The Participant may only make vouchers to purchase goods from unremarkable collections.

9. Discounts due to Vouchers are subject to merger.

10. If the Points or Vouchers have been granted contrary to the Regulations, the Organizer is entitled to invalidate the appropriate number of Points collected by the Participant or cancellation of the issued Vouchers.

§ 6

Returns and complaints under the Program

1. The Program Participant may return the purchased goods in accordance with the terms and conditions specified by the Organizer, subject to the provisions of para. 2 below.

2. In the event of a return of goods whose purchase was the basis for awarding Vouchers and Points, Voucher shall become inactive. This does not apply where the return of the goods takes place as a result of their legitimate claim.

3. In the event of a re-entry of the Vouchers, Voucher becomes active, which is confirmed by the Organizer by a message sent to the Participant.

§ 7

Duration of the contract

1. The contract is concluded for an indefinite period of time.

2. The participant has the right to terminate the Agreement and resign from the Program at any time. You can submit a resignation notice by unchecking "I would like to join the Loyalty Program" in the "My Account" tab, personally to the minutes of any of the Stationary Stores, by post to the Organizer by mail or by email to tatum@tatum.com.

3. The Organizer is entitled to terminate the Agreement with a monthly notice period at the end of the calendar month in case he resigns from further joining the Program. The Organizer is entitled to terminate the Agreement with immediate effect if the Participant in the registration form has given false or misrepresented to the Organizer due to participation in the Program. The termination can be made in writing or by e-mail to the Customer's email address.

§ 8

Personal data protection

1. To participate in the Program, the Participant must complete the appropriate form. It is necessary to provide certain personal data there. Also in correspondence with the Organizer, the Participant may provide his / her personal information to enable the Organizer to respond.

2. The disclosure of personal data is facultative, however, necessary to conclude the Agreement and to use the benefits available in the Program.

3. Any personal data that the Participant enters into the registration form, or will be provided in correspondence with the Organizer, shall be processed in accordance with the requirements set out in the Polish Law and, above all, the Personal Data Protection Act of 29 August 1997.

4. The administrator of the personal data is the Organizer. The Organizer may entrust the processing of the collected personal data of Clients to another entity on the basis of it concluded with him, 31 of the Act of 29 August 1997 on the protection of personal data, the contract.

5. The participant has the right to access his or her personal data and may verify or correct it, or remove, by directing the appropriate request to the Organizer.

6. The Organizer processes the personal data of Participants and uses it to the extent and for the purposes necessary for the implementation of the Program.

7. The Organizer, on the basis of the additional and optional consent of the Participant, has the right to send to the address given by email or telephone information to the participant sent via terminal equipment (e.g. computer, server) and automatic calling systems. The consent referred to in the preceding sentence may be revoked at any time by the Customer.

8. Personal data collected by the Organizer may be transferred to authorized bodies, subject to applicable laws and regulations.

9. The Organizer shall apply the current technical regulations on the protection of personal data to technical measures preventing unauthorized access and modification of personal data sent by electronic means.

§ 9

Complaint procedure

1. To express reservations concerning the Loyalty Program, the Participants may send the complaint notification form on the address: tatum@tatum.com
2. In the complaint, the participant's details must be provided so that he can send a response to the complaint and a description of the underlying event.
2. Complaint notifications are considered by the Organizer within 14 days.

§ 10

Final provisions

1. These Regulations have been made available for free in the electronic form by means of the store website, and can be obtained, recorded or saved.
2. The Organizer reserves the right to change the provisions of the Regulations if the necessity to make changes results directly from the amendment of the law and to improve the quality of the services provided. In the event of one of the above reasons, the Organizer will send to the Participants, the e-mail addresses provided by them, the information about the planned change of the Rules, and the link to the new Terms and Conditions. Information will be sent to Participants at least one month before the date of entry into force of the planned changes. Participants will also be notified of changes to the Terms and Conditions by posting changes to the website at www.tatum.com/en together with the list of changes and the date of each change.
3. If changes to the Regulations of the Store and Loyalty Program Regulations are not accepted, the Participant who holds the Account is entitled to resign from participation in the Program. To do so, a relevant statement must be sent to the Organizer's address or the Participant must delete the Account in the Program on its own.
4. Any disputes arising from the provisions of these Regulations must be resolved amicably by the parties. If impossible, the disputes must be directed to the common court with jurisdiction in accordance with the provisions of the act dated 17 November 1964 Civil Code (Journal of Laws of 1964, no. 43, item 296 with further amendments).
5. Regulations come into force on the day of its publication.