

# TERMS AND CONDITIONS OF THE INCENTIVE PROGRAMME

### Definitions:

**Data Controller -** the Controller of personal data at DuoLife S.A. with its registered office in Więckowice, ul. Topolowa 22, 32-082 Więckowice (Poland), entered in the National Court Register under KRS no. 0000638495, NIP no. 6751485320, REGON no. 22746305.

Loyalty Bonus/Bonus - a bonus in the form of a promotional DuoLife Product, awarded to a Club Member upon fulfilment of the Bonus requirements.

Club Member - an individual who has concluded an agreement with DuoLife or a DuoLife Branch for membership in the DuoLife Club.

DuoLife - DuoLife Distribution GB Ltd. | Craven House, Ground Floor 40-44 Uxbridge Road, London, W5 2 BS | DuoLife.eu | Helpline + 44 208 089 33 88

DuoLife Club/Club - a programme created by DuoLife with a network of direct sales based on referrals of DuoLife Products.

**DuoLife Branch/Branch -** an entity linked to DuoLife S.A. by a distribution agreement, conducting business activity consisting in the organisation of a direct sales network of DuoLife Products in a given country or territory, providing services within the scope indicated in the aforesaid agreement.

**Settlement Period** – the period from the 16th day of a given month until the 15th day of the following the month, during which points are credited in accordance with the applicable Compensation Plan.

DuoLife Products/Products - the goods and services offered by DuoLife and DuoLife Branches under the DuoLife brand.

Programme - The "Loyalty Bonus" Incentive Programme created by DuoLife, as described in these Terms and Conditions.

Terms and Conditions - these terms and conditions for participation in the Programme.

DuoLife Club Regulations - the regulations that govern membership in the DuoLife Club and is an integral part of the Membership Agreement.

The remaining terms and definitions used in these Terms and Conditions shall have the same meaning as in other current DuoLife documents, including the Club Regulations, Policies and Procedures, as well as the Compensation Plan.



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### "LOYALTY BONUS"

### 1. General provisions and conditions of participation in the Programme

1.1. These Terms and Conditions set out the rules and regulations of the Programme and the conditions under which the Loyalty Bonus in the form of a promotional Product is awarded.

1.2. The "Loyalty Bonus" Incentive Programme is valid from 16.05.2022 to 31.12.2022 and may be renewed by DuoLife for any period.

1.3. The Programme is open to any Club Member who is a member of the DuoLife sales network, organised by DuoLife and DuoLife Branches, and who has fulfilled the conditions of participation specified in point 1.4. below.

1.4. Conditions for participation in the Programme:

a) fulfilment of the Programme Rules referred to in section 2. below,

b) purchasing Products for a total number of points equal to 250 during the Settlement Period prior to joining the Programme,

- c) reading and accepting these Terms and Conditions,
- d) undertaking to comply with these Terms and Conditions,

e) consent to the processing of personal data by DuoLife, DuoLife Branches or other entities involved in the running of this Programme for the purpose of fulfilment of DuoLife's obligations under these Terms and Conditions.

#### 1.5. Participation in the Programme is voluntary.

1.6. By joining the Programme, the Club Member agrees to the provisions of these Terms and Conditions and undertakes to comply with them.

1.7. By joining the Programme, the Club Member declares that he/she is familiar with these Terms and Conditions, as well as with the documents governing the mutual relations between the Club Member and DuoLife, including in particular. Club Regulations, Policies and Procedures, as well as the Compensation Plan.

1.8. In the event that a Club Member participating in the Programme has committed a breach of the Club Regulations or other rules applicable to Club Members under the Membership Agreement, DuoLife reserves the right to exclude the Club Member from the Programme.

1.9. In the case of infringements referred to in section 1.8. above, the Club Member shall forfeit the right to any claim, including in particular those that may arise under these Terms and Conditions, and the right to receive any compensation on this account in any form.

1.10. DuoLife reserves the right to exclude from the Programme any Club Member who uses false or fictitious data or who otherwise misleads DuoLife, in particular in order to obtain undue benefits.

#### 2. Rules and regulations of the Programme

2.1. The bonus in the Programme is awarded in the form of a promotional Product which, once purchases exceed the total number of points referred to in point 2.2. below, should be selected and marked on the list from the pool of Products available at a given point level when placing an order. An exception is the Bonus awarded after exceeding a level of 750 points, which is allocated automatically.

2.2. The condition for receiving the Loyalty Bonus is placing orders during the current Settlement Period for a total number of points of at least:

- a) 250 points to claim the Bonus in the form of a promotional Product from Pool A,
- b) 500 points to claim the Bonus in the form of a promotional Product from Pool A and Pool B (one Product from each Pool),
- c) 750 points to claim the Bonus in the form of a promotional Product from Pool A, Pool B and Pool C (one Product from each Pool).

2.3. If the Bonuses have not been selected and marked on the list when placing an order, they will not be awarded.

2.4. In the event that a DuoLife Club Member who qualifies for the Bonus does not select it when placing an order or is not able to place an order, DuoLife shall not be obliged to compensate the equivalent of the Bonus in any manner or form.

2.5. The Bonus for a given order may be waived. In such a case, the Bonus will appear on the next order placed during the same Settlement Period in which the Bonus entitlement was acquired. It is not possible to add the Bonus after an order has been placed. Bonuses do not roll over to subsequent Settlement Periods.

2.6. A Club Member who has fulfilled the eligibility criteria and has placed an order for Products for the total number of points between 250 and 499 during the current Settlement Period has the option to select the Bonus in the form of a promotional Product from Pool A when placing that order. A Club Member who has fulfilled the eligibility criteria and has placed an order for Products for the total number of points between 500 and 749 during the current Settlement Period has the option to select the Bonus in the form of promotional Products from Pool A and Pool B when placing that order. If the Bonus for the current Settlement Period has been redeemed for an order for the total number of points of 250 and the Club Member places another order for the total number of points of 250 during the same Settlement Period, the Club Member has only the option to select the Bonus in



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the form of a promotional Product from Pool B when placing that order. The Bonus in the form of a Promotional Product from Pool C for orders for the total number of points of at least 750 points placed during the current Settlement Period shall be awarded automatically.

2.10. A Club Member who has fulfilled the conditions for participation specified in point 1.4. above, is entitled to participate in the Programme during each Settlement Period in which the Programme is in force and to acquire the entitlement to the Bonus in each of those Periods, provided that he/ she has fulfilled the conditions for receiving the Bonus referred to in point 2.2. above.

2.11. The Promotional Products awarded as the Bonus may vary depending on the period and country.

2.12. It is not possible to receive the Bonus in the form of cash or any other equivalent.

2.13. In the event that a Club Member cancels the sales contract with respect of all or part of the order, for which he/she has collected the Bonus in the form of a Promotional Product, he/she shall also be obliged to return the Promotional Product or pay for the Promotional Product at the full amount of the regular price.

### 3. Final provisions

3.1. All complaints regarding the Programme may be submitted by email to: info@duolife.eu.

3.2. Participation in the Programme does not exclude Club Members from participating in other DuoLife Incentive Programmes, unless otherwise specified in the terms and conditions of these programmes.

3.3. A Club Member who has been suspended from the Club or whose Membership Agreement has been terminated automatically forfeits the right to participate in the Programme, or, if already a member of the Programme, to continue participating in the Programme, without the need for DuoLife to make an additional declaration of intent to this effect.

3.4. DuoLife reserves the right to amend these Terms and Conditions for important reasons, in particular if the provisions hereof need to be adapted to generally applicable law, tax laws or new provisions have to be added concerning matters not yet regulated, which raise doubts or disputes as to their application by Club Members.

3.5. DuoLife reserves the right to change or cancel the Programme at any time for valid reasons, in particular if the Programme is not delivering the intended results, there is a lack of interest in the Programme from Club Members or in the case of force majeure.

3.6. Changes to the Terms and Conditions, including changes to and cancellation of the Programme, do not affect the rights of persons who became entitled to the Bonus prior to such changes.

3.7. DuoLife shall inform Club Members immediately of any changes to the Terms and Conditions, including changes to or cancellation of the Programme. DuoLife shall publish on www.duolife.eu the information referred to in the sentence above, which shall be valid and effective 14 calendar days after the date of publication.

3.8. Refusal by a Club Member to agree to changes to these Terms and Conditions, including changes to the Programme, shall result in the Club Member's exclusion from the Programme.

3.9. In matters not regulated by these Terms and Conditions, the applicable law of the location of the DuoLife Branch, with which the Club Member has entered into a Membership Agreement, shall apply.

3.10. DuoLife undertakes to attempt to resolve any disputes that may arise in connection with these Terms and Conditions in an amicable manner.

3.11. If a dispute cannot be resolved amicably, it shall be settled by the court with jurisdiction over the seat of DuoLife.

3.12. These Terms and Conditions become effective as of 16.05.2022.