

# **DUOLIFE**

# **Regulations of the Incentive Programme**

"Director Training Trip 2024"

#### **Definitions:**

Accompanying Person - a Club Member appointed by the Participant to participate in the Programme, who is otherwise not eligible for the Programme.

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 (Tax ID No.) 6751485320, REGON (National Business Registry No.) 122746305.

Club Member – an individual who has concluded an Agreement with DUOLIFE or a DUOLIFE Branch for membership in the DUOLIFE Club.

Compensation Plan – a document which describes the system of remuneration for DUOLIFE Club Members.

**DUOLIFE** – 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 (Tax ID No.) 6751485320, REGON (National Business Registry No.) 122746305, which is the Organiser of the Programme and the Training.

DUOLIFE Club / Club - a programme created by DUOLIFE in which a direct sales network is built based on recommendations of the Products.

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

**DUOLIFE Branch/Branch** - an entity with which the Club Member has entered into a Club membership agreement and/or which is bound 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 aforementioned agreement.

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

Organiser - DUOLIFE S.A., which is the entity organising the director training trip through a subcontractor of its choice.

Position - a Position in the DUOLIFE Structure achieved by meeting the eligibility criteria described in the Compensation Plan.

Position Based on Eligibility - a Position achieved during a given Settlement Period based on the eligibility criteria for achieving that position .

Position Using a Grace Period - a Position which is taken into account during settlements with a Club Member, in accordance with the rules regarding Grace Periods.

Programme - The "DIRECTOR TRAINING TRIP 2024" Incentive Programme, which is a marketing campaign created by DUOLIFE, as described in these Regulations.

Regulations - these Regulations for participation in the Programme.

Training - Director Training Trip DUOLIFE TRIP Club Trips 2024.

Participant – a Club Member eligible for the Programme and participating in the Training.

Membership Agreement - an agreement concluded between a Club Member and a DUOLIFE Branch, based on an application for registration as a DUOLIFE Club Member submitted by the candidate.

The remaining terms and definitions used in these Regulations shall have the same meaning as in other valid documents applicable to the given DUOLIFE Branch, including the Club Regulations, Code of Ethics, as well as the Compensation Plan, with which the Club Member has concluded the Membership Agreement.

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

- 1.1. These Regulations set out the eligibility conditions for the Programme and rules for subsidising the Training.
- 1.2. The aim of the Programme is promotion and development of the DUOLIFE sales network by developing DUOLIFE Club leaders
- 1.3. A Club Member who is eligible for the Programme and his/her Accompanying Person acquire the entitlement to participate in the Training, which will be organised by DUOLIFE in 2025.
- 1.4. The eligibility period for the "DIRECTOR TRAINING TRIP" Incentive Programme lasts from 16.09.2023 to 15.09.2024.
- 1.5. 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 1.6 below.
- 1.6. In order to participate in the Programme, the Club Member must:
  - a) fulfil the Eligibility Rules for the Programme referred to in point 2 below,
  - b) read and accept these Regulations,
  - c) undertake to comply with these Regulations.
- 1.7. By joining the Programme, the Club Member agrees to the provisions of these Regulations and undertakes to comply with them.
- 1.8. By joining the Programme, the Club Member declares that he/she is familiar with these Regulations, as well as with the documents governing membership in the DUOLIFE Club, including in particular: the Club Regulations, Code of Ethics, as well as the Compensation Plan.
- 1.9. In the event that the 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.
- 1.10. In the event of breaches referred to in point 1.9. above, the Club Member shall forfeit the right to any claims, including but not limited to those arising from these Regulations, and the right to receive any compensation in this regard in any form.
- 1.11. 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 unjustified benefits.
- 1.12. By entering the Programme, the Participant acknowledges and accepts that the Organiser and DUOLIFE Branches shall publish and disseminate information concerning the benefits received by the Participant as a result of eligibility for the Programme, in all fields of use known at the time of obtaining the information.
- 1.13. For the purposes of the Programme, the Controller processes Club Members' personal data on the basis of the Controller's and the Organiser's legitimate interest in



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order to market their own services and products as part of the marketing campaign under the Programme (details of personal data processing can be found in the Privacy Policy available at myduolife.com).

- 1.14. Participation in the Programme is voluntary. The Club Member has the right to resign from participation in the Programme or the Training itself. A declaration to this effect should be sent in writing to info@duolife.eu no later than on the closing date of the eligibility period for the Programme, i.e. 15.09.2024.
- 1.15. Participation in the Training shall not be exchangeable for money, tangible items or any other form of consideration of any kind to the Participant, unless DUOLIFE agrees to such an exchange.

## 2. Eligibility Rules for the Programme

- 2.1. The main condition of eligibility for the Programme is achieving the Position of Regional Director or higher in the DUOLIFE Structure at least 3 (three) times during the eligibility period, i.e. three (3) Settlement Periods, and after achieving the Position of Regional Director maintains the position of at least Senior Manager until the end of the Programme eligibility period.
- 2.2. A Club Member who during the eligibility period achieves the Position of Regional Director or higher at least 6 (six) times, and after achieving the Position of Regional Director maintains the position of at least Senior Manager until the end of the qualification, will receive a 100% subsidy for the training trip.
- 2.3. A Club Member who during the eligibility period achieves the Position of Regional Director or higher at least 3 (three), 4 (four) or 5 (five) times, and after achieving the Position of Regional Director maintains the position of at least Senior Manager until the end of the qualification, will receive a 50% subsidy for the training trip.
- 2.4. A Club Member who during the eligibility period achieves the Position of Regional Director at least 3 (three) times, and this is the first time he/she has achieved this Position in the DUOLIFE Club, and who after achieving the Position of Regional Director maintains the position of at least Senior Manager until the end of the qualification, will receive a 100% subsidy.
- 2.5. Eligibility for the Programme takes into account the Position Based on Eligibility, i.e. the one achieved and not the Position Using a Grace Period.
- 2.6. You can only participate in the Programme from one Account registered in the DUOLIFE Club. In the event that a Club Member who has more than one Account in the DUOLIFE Club according to the rules of the Compensation Plan achieves eligibility in the Programme from several accounts, he/she has the right to participate in the Programme only from one account (this also applies to those who represent an entity that is not a natural person and is registered in the DUOLIFE Club).
- 2.7. In the event that an entity that is a legal person or a partnership or company without legal personality is eligible to participate in the Training, it shall be obliged to appoint one person to participate in the Training, who shall also be the person legally representing the given entity.
- 2.8. The subsidy for the Training includes:
  - air transport;
  - accommodation;
  - full board;
  - all training and workshops organised during the trip
- 2.9. The subsidy for the Training does not include the cost of travel to and from the airport or other personal expenses or other expenses not mentioned above.
- 2.10. The date, place and cost of the Training will be announced within 90 days after completion of the Programme eligibility period.
- 2.11. The Organiser is not responsible for an eligible Club Member failing to participate in the Training if this is due to reasons attributable to the Club Member or providing incorrect or inconsistent data.
- 2.12. The Club Member eligible for the Programme may not transfer the right to participate in the Training to a third party.
- 2.13. The Club Member eligible for the Programme may waive the right to participate in the Training by submitting an appropriate written statement to the Organiser.

### 3. Personal data

- 3.1. Provision of personal data is voluntary. Failure to provide the personal data shall result in the inability to participate in the Programme.
- 3.2. The Participant consents to the processing of his/her personal data for the purposes set out in these Regulations.
- 3.3. The Controller of the personal data of the Participant within the meaning of 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 referred to as "GDPR", is DUOLIFE S.A. with its registered office in Więckowice at ul. Topolowa 22, 32-082 Więckowice.
- 3.4. The Participant has the right to access and rectify his/her data, to request their deletion, to restrict their processing, to object to data processing, as well as the right to data portability. The Participant shall also have the right to lodge a complaint to a supervisory authority if the data are processed contrary to legal requirements. In Poland, the supervisory authority is the President of the Personal Data Protection Office.
- 3.5. The data shall be processed for the purposes of conducting the Programme and implementing the Training, making the necessary settlements and fulfilling the legal obligations imposed on the Controller.
- 3.6. In connection with the processing of data for the purposes referred to in point 3.5. above, the Participant's personal data may be made available to other recipients of personal data or categories of recipients with whom the Organiser has concluded agreements for the purposes of implementing the Programme and the Training, to the extent necessary for the performance of the agreement.
- 3.7. The legal basis for data processing is Article 6(1)(b) and, to the extent necessary to comply with the legal obligations imposed on the Controller, Article 6(1)(c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 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 (hereinafter: GDPR). The basis for data processing is also Article 6(1)(f) of GDPR, i.e. the



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legitimate interest of the Controller.

- 3.8. To the extent that personal data are processed, the Participant shall have the right to withdraw his/her consent at any time. However, this shall not affect the lawfulness of the processing carried out before the withdrawal.
- 3.9. Personal data shall be processed for the duration of the service and for the time necessary to demonstrate the correct performance of the service, to adjudicate complaints, as well as pursuant to other regulations, e.g. tax regulations.
- 3.10. Personal data will not be transferred to third countries or international organisations, unless the Training is organised outside the European Union, and in this case only to the extent related to the implementation of the Training.
- 3.11. Decisions in relation to the personal data provided shall not be made in an automated manner, including on the basis of profiling.

### 4. Consent to the use of the Participant's image

- 4.1. The Participant acknowledges that the Training may be recorded by means of image or sound recording devices; therefore, in the event that Article 81(2) of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 24, item 83, consolidated text of 6 June 2019 (Journal of Laws of 2019, item 1231), as amended) does not apply, the Participant, on the basis of Article 81(1) of the above-mentioned Act, gratuitously and irrevocably authorises the Organiser, DUOLIFE Branches or any entities acting on their behalf or in their name and/or on their instructions, to repeatedly use, process and disseminate the Participant's image, voice or statements recorded in photographs and videos taken during and in connection with conducting the Programme and implementing the Training.
- 4.2. Consent to the use of the Participant's image, as referred to in point 4.1. above, includes the use and dissemination of the Participant's image recorded in the course of the Training and in connection with the Programme, in unlimited time, form, or territory, and applies to an unlimited number of copies, in all fields of use known at the time of the Programme and/or Training, and using any technique, and publishing it in any form, without the need for the Participant to approve the final result each time, although not in forms that are offensive or commonly regarded as unethical.
- 4.3. The Participant acknowledges that the image constitutes personal data; therefore, all provisions of point 4. above shall also apply to his/her image.

#### 5. Final provisions

- 5.1. 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.
- 5.2. Due to the political and epidemiological situation in the world or in a situation of force majeure, the Organiser reserves right to cancel or postpone the date of the announced Training, which, should it occur, shall not constitute grounds for any claims and/or receipt of any compensation in any form by the Participants. Participants will be kept informed of all changes.
- 5.3. The Organiser shall not be held liable in any way in the event that the Club Member eligible for the Programme fails to attend the Training for reasons attributable to the Club Member, or for the reasons mentioned in point 5.2. above.
- 5.4. The Participant is not entitled to receive any compensation in any form due to his/her lack of participation in the Training.
- 5.5. Participation in the Training does not exclude the Club Member from participating in other DUOLIFE Incentive Programmes, unless otherwise specified in the Regulations of these Programmes.
- 5.6. The Club Member who has been suspended from the Club or whose Membership Agreement has been terminated automatically forfeits the right to participate in the Training, or, if already a participant in the Training, to continue participating in the Training, without the need for DUOLIFE to make an additional declaration of intent to this effect.
- 5.7. DUOLIFE reserves the right to amend these Regulations for valid reasons, in particular if the provisions of the Regulations need to be adapted to generally applicable law, or if new provisions have to be added concerning matters not yet regulated, which raise doubts or disputes as to their application by Club Members.
- 5.8. DUOLIFE shall inform Club Members immediately of any changes to the Regulations, including changes to or cancellation of the Programme or the Training. DUOLIFE shall publish the information referred to in the previous sentence on myduolife.com, which shall be valid and effective 14 calendar days after the date of publication.
- 5.9. Refusal by the Club Member to agree to changes to these Regulations shall result in the Club Member's exclusion from the Training.
- 5.10. In matters not regulated by these Regulations, the applicable provisions of Polish law shall apply.
- 5.11. DUOLIFE and the Club Member undertake to attempt to resolve any disputes that may arise in connection with these Regulations in an amicable manner.
- 5.12. If a dispute cannot be resolved amicably, it shall be settled by the court with jurisdiction over the registered office of DUOLIFE.
- 5.13. All complaints regarding the Programme should be submitted by email to: : info@duolife.eu
- 5.14. These Regulations shall enter into force on 13 Septamber 2024.