

REGULATIONS OF THE 'Satisfaction Guarantee' PROMOTION

REGULATIONS OF THE 'SATISFACTION GUARANTEE' PROMOTION

Definitions:

Club Member – an individual who has concluded an agreement with DUOLIFE for membership in the DUOLIFE Club

DUOLIFE Club / Club – a programme created by DUOLIFE to build a network of direct sales (Structure) based on the recommendations of the products.

Preferred Customer – an individual who is not a Club Member and who purchases DUOLIFE products on the recommendation of a Club Member after registration in the DUOLIFE Store.

Organiser – 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. 122746305.

Administrator / 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 no. 6751485320, REGON no. 122746305

Promotional Products / Products – goods offered by the Organiser covered by the Promotion, i.e. 'DUOLIFE My Blood' food supplement ('My Blood').

Promotion – a promotional offer known as the 'Satisfaction Guarantee' aimed at Promotion Participants who meet the conditions specified in these Regulations.

Regulations – these Regulations that govern the participation in the Promotion.

DUOLIFE Club Regulations – the regulations as well as related documents which form an integral part of the DUOLIFE Club registration application.

Promotion Participant: Club Member and Preferred Customer, who are customers within the meaning of the Polish legal regulations (i.e. a natural person performing with an entrepreneur a legal transaction not directly connected with his/her business or professional activity), who will purchase a Promotional Product during the Promotion Period, and who furthermore meet the terms and conditions of participation in the Promotion. The Promotion is not open to employees of the Organiser and other persons involved in the organisation of the Promotion, including but not limited to family members (up to the third degree of consanguinity or kinship) of thereof. An employee within the meaning of the Regulations is both a person employed under a contract of employment and an individual working under a civil law contract.

The remaining terms and definitions used in these Regulations shall have the same meaning as in other valid documents issued by DUOLIFE, with which the Club Member has entered into a Membership Agreement, and the Preferred Customer has registered to the DUOLIFE Store.

§ 1 GENERAL PROVISIONS

1. Organiser of the 'Satisfaction Guarantee' Promotion is 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. 122746305, share capital PLN 110,565.40 fully paid up.
2. The following Regulations define rules of participation in the Promotion as well as rights and obligations of the Promotion Participants.
3. The aim of the Promotion is to enable Promotion Participants who have purchased a Promotional Product from the myduolife.com store to try out the effect of the Promotional Product and, in the event of dissatisfaction with the Promotional Product, to allow the Organiser to refund the amount paid for the Promotional Products, subject to the Regulations.
4. The Promotion is valid from 13.06.2024 until the Promotional Products included in the Promotion are sold out, and at the latest by 31.12.2024, depending on which of the events occurs first (the 'Promotion Period'). The Promotion may be extended by the Organiser for any period of time.
5. The Promotion applies to Promotional Products purchased only from the online store at myduolife.com (<https://myduolife.com/shop.html>).
6. It is forbidden to sell or promote the sale of the Promotional Products and the associated Promotion (also indirectly through third parties) on internet, classifieds, auction, sales websites (Allegro, Amazon, E-bay, etc.) as well as through private websites without the express prior consent of the Organiser given in writing. Non-compliance with the above violates the terms and conditions of these Regulations. The Organiser does not guarantee the origin, authenticity, quality or shelf life of such products and they are not included in the Promotion. The guarantee of receiving the original Promotional Product and being able to participate in the Promotion is based on its purchase through the store at myduolife.com. The above restriction shall also apply when the Club Member purchases Promotional Products for the purpose of reselling them to third parties or promoting the Products to the extent and for the purposes described in this clause.

§ 2 CONDITIONS FOR PARTICIPATION IN THE PROMOTION

1. Participation in the Promotion is voluntary. To participate in the Promotion, a person must have the status of a Promotion Participant.
2. In order to participate in the Promotion, it is necessary to make a purchase of a Promotional Product during the Promotion Period, subject to the conditions and terms described in these Regulations, in particular:
 - a) to meet the conditions of the Promotion,
 - b) to read and accept these Regulations,
 - c) to undertake to comply with these Regulations,
 - d) to give permission to DUOLIFE to process the personal data in order to properly perform DUOLIFE's obligations under these Regulations.

§ 3 RULES OF THE PROMOTION

1. In order to participate in the Promotion, a total of 3 (three) Promotional Products must be purchased during the Promotion Period in a product set (3 pieces) or as a standard purchase.
2. A Promotion Participant who meets the conditions of the Promotion, in case of dissatisfaction with the Product, obtains the right to a refund of the equivalent of the gross price paid for the purchased Promotional Products (maximum of 3 Products), provided that he/she submits the form referred to in § 4(1)(c) of the Regulations, within 60 days from the date of the last purchase in the case of a single product purchase and within 120 days from the

REGULATIONS OF THE 'Satisfaction Guarantee' PROMOTION

date of purchase in the case of the purchase of product sets, and the Organizer considers the application as legitimate.

§ 4 RULES FOR REFUNDING THE PRICE PAID

1. In order for the Promotion Participant to be able to obtain a refund of the price paid, which is equivalent to the gross price paid for the purchased Promotional Products, the Promotion Participant must be dissatisfied with the Promotional Products, which is understood to be the cumulative meeting of the following conditions:
 - a) payment of the order containing the Promotional Products exclusively from the Buyer's own bank account or payment card,
 - b) uninterrupted personal use (consumption) of the Promotional Product in accordance with the guidelines on the Product label, for a consecutive period of 90 calendar days during the Promotion period,
 - c) attaching evidence of purchase of all Promotional Products in the form of an invoice or a receipt to the form referred to in point (d) below,
 - d) submission of an application on the form provided by the Organizer with a detailed justification of dissatisfaction with the use of the Product (hereinafter 'form' or 'application') and sending it to the Organizer's registered office address, in accordance with the Regulations,
 - e) return of all empty, undamaged bottles included in the Promotion, i.e. the food supplement 'DUOLIFE my blood' ('my blood') at the Buyer's own expense and risk to the address: Duolife S.A. Magazyn Kozy, Bielska 78a, 43-340 Kozy, Poland.
2. An application form will be sent to the Promotion Participant's email address, following a written request for the form. The address to send an email requesting the form: info@duolife.eu
3. The Promotion Participant shall not be entitled to a refund of the equivalent of the gross price paid for the Product used beyond the scope of standard activities related to the use of the Product, subjective cognition of the Product and checking its qualities, characteristics, taste. The entitlement of the Promotion Participant to a refund of the aforementioned equivalent of the gross price shall not apply to Products the satisfaction level of which has been reduced due to damage beyond the Organizer's control or failure to comply with the guidelines on the Product label. The refund of the aforementioned equivalent of the gross price also does not apply to the Products that the Promotion Participant purchased as a gratis.
4. The price of the purchase will be refunded once all the conditions set out in these Regulations have been met.
5. The Organizer reserves the right to verify the completion and/or legitimacy of the application submitted within the Promotion regarding the refund of the equivalent of the gross price paid for the purchased maximum of 3 (three) Promotional Products. In the event of reasonable doubt as to the completion and/or legitimacy of the application submitted, the Organizer may refuse the refund of the price. The Participant shall have the right to file an appeal in accordance with the rules of the complaints procedure referred to in § 6 of the Regulations.
6. A refund of the equivalent of the gross price paid for the Promotional Product shall be possible on the condition that the Promotional Participant sends a completed form received from the Organizer, on which he/she clearly indicates that the price refund request is being made as part of the Promotion.
7. The Organizer shall refund the equivalent of the gross price paid for the Product covered by the Promotion, and paid by the Promotion Participant, upon verification of meeting the conditions specified in the Regulations. The equivalent of the gross price will be refunded through the same means by which the Promotion Participant paid for the Product. However, the refund to the payment card shall be made immediately, taking into account the transaction processing times resulting from the activities of payment institutions.
8. The above does not limit in any way the right of the Promotion Participant who has purchased the Product to withdraw from an agreement concluded remotely, in accordance with the currently applicable legal regulations. Withdrawal from an agreement concluded remotely is regulated in the DUOLIFE Shopping Regulations.
9. Irrespective of the provisions contained in this paragraph, the Promotion Participant shall have the right to file a complaint in the event of product defects or if the product is sub-standard. In the case of Product defects covered by the seller's warranty or manufacturer's guarantee, these defects should be reported under the warranty complaint rights.

§ 5 RESTRICTIONS, EXCLUSIONS FROM PROMOTION

1. The promotion does not apply to 'My Blood' food supplements purchased under other promotions in the DUOLIFE Club such as the Loyalty Bonus and under promotions for newly registered Club Members.
2. The number of Products available in the Promotion is limited. The Organizer reserves the possibility of a shortage of Promotional Products due to them being sold out.
3. The personal details of the Promotion Participant indicated in the order shall match the personal details of the owner of the bank account to which the equivalent of the gross price paid by the Promotion Participant for the Product covered by the Promotion shall be refunded and the personal details of the purchaser of the Product covered by the Promotion indicated on the evidence of purchase (provided that the personal details on the proof of purchase have been disclosed).
4. The Organizer's liability to the Promotion Participant in respect of claims relating to the rights granted to the Promotion Participant as part of the Promotion shall be limited to the purchase price of the Product. This limitation does not exclude the rights granted to the Promotion Participant under separate provisions of law.

§ 6 RULES OF THE COMPLAINTS PROCEDURE

1. Participants in the Promotion have the right to file a complaint regarding the organisation and conduct of the Promotion.
2. Complaints about the organisation and conduct of the Promotion may be made during the Promotion, as well as within 21 days after the end date of the Promotion, via email sent to info@duolife.eu or in writing to the Organizer's address. A written complaint should contain the name, surname of the Promotion Participant, exact address (in the case of a complaint in writing), the name of the Promotion as well as a detailed description and indication of the reason for the complaint.
3. The Organizer shall consider complaints on the basis of these Regulations.
4. The Participant will be notified of the Organizer's decision in the form in which the complaint was made (registered letter or email to the address provided in the complaint), within 14 days of the date of complaint receipt by the Organizer.
5. Notwithstanding the stipulated complaint procedure, the Participant is entitled to assert claims through legal proceedings.
6. If the purchased Product has a defect or the Product is sub-standard, the Seller shall be liable for product defects in accordance with the regulations set out in the Civil Code.

REGULATIONS OF THE 'Satisfaction Guarantee' PROMOTION

§ 7 PERSONAL DATA PROTECTION

1. The personal data of the Promotion Participants will be processed for the purposes of the proper conduct of the Promotion, including but not limited to the performance of the sales agreement under the terms and conditions specified therein, the issuing of accounting documents, the handling of complaints as to the conduct of the Promotion.
2. The provision of personal data is voluntary. Failing to provide personal data to the extent necessary for the operation of the Promotion, makes it impossible to participate in the Promotion. Promotion Participants who provide data have the right to access the content of their data, correct it, and request its deletion.
3. The Administrator of the personal data of the Promotion Participants in accordance with 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 personal data known as GDPR is: 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. 122746305.
4. The Participant may contact the Administrator by writing to the address of its registered office indicated above or by electronic means at: rodo@duolife.eu
5. Processing of personal data is based on the Participant's consent and, in the case of processing after withdrawal of consent, the legitimate legal interest of the Administrator. The Participant may withdraw consent at any time. The withdrawal of consent shall not affect the lawfulness of the processing based on consent before its withdrawal. The Participant's personal data will be processed until the withdrawal of consent and, after such withdrawal, for the period necessary for the Organiser to fulfil its obligations towards the Participant under the Regulations and the provisions of the applicable law regarding the settlement of claims and their expiry.
6. The Administrator, the Organiser and entities processing the data on behalf of the Administrator will have access to the Participant's personal data.
7. The Participant has the right to access, rectify, erase or restrict processing of his/her personal data and the right to data portability. The Participant also has the right to object to the processing of his/her personal data on grounds relating to their special situation. In such case, the Controller shall no longer be allowed to process the data, unless the Controller can demonstrate the existence of valid legitimate grounds for the processing, overriding the interests, rights or freedoms of the Participant.
8. Complaints concerning the processing of personal data may be filed with the President of the Personal Data Protection Office.
9. Subject to the separate consent of the Participant, the Organiser shall be entitled to process personal data for marketing purposes and to send commercial information by electronic means.

§ 8 FINAL PROVISIONS

1. The Regulations enter into force on 13.06.2024 and is available on the myduolie.com website after logging in.
2. Where necessary to fulfil the purpose of the Promotion and to protect the rights of other Promotion Participants to participate in the Promotion, the Organiser shall have the right to conduct an investigation in order to remove any doubts as to the identity of the purchaser, the connection of the purchase with a commercial activity, or the compliance of the purchaser's proceedings with these Regulations. The Organiser may request the individual who made the purchase to provide – within 7 days from the date of receiving the request – additional information and/or make statements related to participation in this Promotion.
3. The Organiser reserves the right to exclude from the Promotion the individuals who have been found, after an investigation, to have violated the provisions of these Regulations, e.g.:
 - a) making purchases under the Promotion in a manner contrary to the purpose of the Promotion, e.g. using fake personal data or personal data of another person without their consent, or
 - b) undertaking activities that are designed to bypass these Regulations, safeguards or the rules of the Promotion.
4. If a purchase is found to have been made in violation or bypass of these Regulations, the person who made the purchase may be excluded from participation in the Promotion and the purchase may be made in disregard of the promotional terms and conditions described in these Regulations.
5. If the Promotion Participant participating in the Promotion has committed a violation of the provisions of these Regulations, or – if the Promotion Participant is a Club Member – the DUOLIFE Club Regulations or other rules applicable to Club Members on the basis of a concluded Membership Agreement, DUOLIFE reserves the right to exclude the Promotion Participant from participating in the Promotion.
6. In the event of the violations referred to above, the Promotion Participant shall forfeit the right to any claims, including but not limited to those arising from these Regulations, and the right to receive any compensation on this account in any form.
7. Organiser reserves the right to exclude from the Programme any Promotion Participant who uses false or fictitious data or who otherwise misleads the Organiser, in particular in order to obtain unjustified benefits.
8. The Promotion is not a lottery game or a mutual bet, the outcome of which depends on chance (conducting a draw) within the meaning of the Act of 19 November 2009 on gambling games (i.e. Journal of Laws of 2019, item 847).
9. The Organiser reserves the right to amend these Regulations for important reasons understood as:
 - a) a change of the legal regulations applicable to the Promotion or a change of the interpretation of the aforementioned legal regulations as a result of court rulings, decisions, recommendations or guidelines of competent authorities or bodies in a given matter, when a change of the Regulations is necessary for the Promotion to be carried out in accordance with the law,
 - b) the occurrence of force majeure events.
10. The Organiser reserves the right to amend these Regulations to correct obvious mistakes and clerical errors. Any other amendment to the rules of the Promotion shall be allowed, provided that the amendment to the Regulations will not lead to a worsening of the legal situation of the Promotion Participants, and in particular it will not violate the rights acquired by the Promotion Participants before such amendment.
11. The Organiser shall inform the Promotion Participants immediately of any changes to the Regulations, including changes to or cancellation of the Promotion. The Organiser shall publish on myduolie.com the information referred to in the sentence above, which shall be valid and effective 14 calendar days after the date of publication.
12. The Organiser reserves the right to modify or cancel the Promotion at any time for valid reasons, in particular if the Promotion does not produce the intended results, if there is a lack of interest in the Promotion on the part of the Promotion Participants or in the event of force majeure.
13. The Organiser shall not be responsible for any technical problems beyond its control which make participation in the Promotion difficult or impossible.
14. In matters not regulated by these Regulations, the provisions of the Shopping Regulations and the Website Regulations shall apply, as well as the provisions of Polish law, in particular the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2019, item 1145, as amended), and, in the case of Customers who are consumers, also the provisions of the Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws of 2023.2759 i.e. 22.12.2022.).

REGULATIONS OF THE 'Satisfaction Guarantee' PROMOTION

These Regulations shall enter into force on 14 September 2024