

# DAKEA LOYALTY PROGRAM

## TERMS AND CONDITIONS – INSTALLERS



### § 1. GENERAL

1. **The Promotion name** – the Promotion is organised under the name “Dakea Loyalty Program”.
2. **Promotion Organising Entity (the Organising Entity)** – the Promotion is organised by “Public Bridge” sp. z o.o., head office: 53-144 Wrocław, ul. Ulanowskiego 9/7 Poland, Registry number: KRS 0000319007, Registered in District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division - National Court Register, tax number: PL 8971746835, Registered capital: 50.000,00 PLN.
3. **The Promotion (Loyalty Program)** – this specific Promotion (Loyalty Program) intended for business entities, regardless of the form of the business conducted, that are professional installers of roof windows and, following satisfaction of all the requirements specified hereinafter, will qualify for prizes determined herein.
4. **Promotion location** – the Promotion is organised in the territory of the United Kingdom.
5. **Promotion duration** – the Promotion commences on 1st March 2020 and ends on 31st December 2020. The period for issuing the prizes and/or the period for submitting and considering complaints, if any, may be longer than the Promotion ending date.
6. **Purpose of the Promotion** – the purpose of the Promotion is to increase the sales and recognisability of the products (roof windows) under the trade name Dakea™, manufactured by Altaterra Kft. Malom köz. 1. HU-9431 Fertod, Hungary (Altaterra Kft.).
7. **The Promotion Terms and Conditions (the Regulations)** – this legal act regulating the principles of the Promotion, including in particular the rules for conducting the Promotion and the rules for participation in the Promotion.
8. **The Promotion Website (the Website)** – the web site available at: <https://dakea.co.uk/pro-app/concerning> the Promotion, providing certain information about “Dakea Pro.app” and/or the Promotion. The Website is designed in particular for the purpose of informing persons willing to be the Participants about the moment of availability of the “Dakea Pro.app”. The Website may be used via the web browser and/or a dedicated application for mobile devices. The Website shall be used according to the appropriate privacy policy and other necessary documents, kept available on the Website or via Website links referring to other websites. The Organising Entity is not the owner nor the provider of the Website.
9. **Application (“Dakea Pro.app”, App)** – mobile application “Dakea PRO.app” designed in particular for the purposes connected with proper conduction of the Promotion as well as participation in the Loyalty Program. Application is dedicated for mobile devices with camera and with specific versions of Google Android and/or Apple iOS operating system. Application shall be used for the purpose of the Promotion, in particular for proper registration process, scoring points and issuing the prizes in the Promotion. The rules of using the Application (including technical requirements of mobile devices that need to be met in order to use the Application) are set out in the “Terms and Regulations of Dakea Pro.app” available via the App (hereinafter referred to as “Dakea Pro.app Regulations” and/or “Application Regulations”). The Organising Entity is not the owner nor the provider of the App. The Organising Entity uses the Application only for the purposes of correct Promotion course and does not bear responsibility for its functioning and possible defects.
10. The Organising Entity implements the Promotion at the request of Altaterra Kft., Malom köz. 1. HU-9431 Fertód, Hungary (hereinafter also referred to as the “Owner”).

### § 2. PARTICIPATION

1. **Participant of the Promotion (Participant)** – any entity with registered office or place of residence, and business (economic) activity in the United Kingdom, whose business (economic) activity includes installation of roof windows, and who purchases Dakea™ roof windows within the duration of the Promotion and duly confirms fulfilment of all requirements necessary to participate in the Promotion. Participation in the Loyalty Program is voluntary. In order to participate in the Loyalty Program, it is necessary to register and create account via Application, in accordance with the Dakea Pro.app Regulations. Participation in the Promotion is possible only during the Promotion duration period.
2. **Promotion Entry** – participation in the Loyalty Program is possible only after successful registration of the Participant’s Data via Dakea Pro.app, in accordance with the Dakea Pro.app Regulations and after fulfilling other conditions necessary to participate in the Promotion.

Promotion Entry is possible only after the Participant’s acceptance of the:

- a. Promotion Terms and Conditions (Regulations),
- b. Dakea Pro.app Regulations,
- c. Privacy Policy of Dakea Pro.app,

and after providing by this Participant any necessary consents connected with the processing of the personal data of this Participant, including consents mentioned in Application Regulations and/or Privacy Policy of Dakea Pro.app.

By entering the Promotion the Participant confirms that the conditions provided in § 2 sec. 1 (definition of the Participant) have been fulfilled by this Participant.

Prior to entering into the Promotion, the person willing to be the Participant shall properly activate (verify) its account registered via the App, according to the Application Regulations.

The Participant may also enter the Promotion by providing all necessary data (in accordance with the Dakea Pro.app Regulations and the Regulations) by the person authorized to represent the Participant in the scope of at least registering Participant in the Promotion, e.g. its appropriate attorney, representative, proxy, etc. (in such case all other conditions necessary to participate in the Promotion must be also fulfilled).

- 3.** Participant's Data (Registration Data) – correct, complete, current and truthful data of the person willing to be the Participant, precisely specified in the Privacy Policy of Dakea Pro.app and registration form available within the App.

Providing of aforementioned data is not obligatory, but is required to participate in the Promotion. Data provided by the person willing to be the Participant is binding to the Organising Entity for the purposes connected with the Promotion (e.g. address provided by Participant is crucial in Promotion prizes issuing).

Registration Data provided for the purpose of participating in the Promotion may cover in particular:

- a. name and surname,
- b. e-mail address,
- c. telephone number,
- d. password (for the account in the App)
- e. address of the company in the UK – city, street address, post code, country (the shipping address provided shall be also in the UK),
- f. company name,
- g. VAT number.

Registration Process or further information needed in the course of the Promotion may be connected with the requirement of providing by the Participant and/or the person willing to be the Participant other information indicated in the Application Regulations and/or Privacy Policy of Dakea Pro.app as well as with their appropriate consents.

- 4.** In the course of the Promotion, as well as in connection with the Participant's registration via the App, the Participant is obliged to:
- a. provide truthful, accurate, current and non-misleading data,
  - b. truthful updating of provided Registration Data, in the case of their subsequent change,
  - c. keep the login and the password for logging in to the Participant's App account in secret and not disclosing it to third parties, including other Participants.

The Participant is solely responsible for the inconsistency of the submitted Registration Data, including the consequences of providing such data, as well as for disclosing to third parties the login and/or the password for logging in to the Participant's App account.

The Application Regulations determines terms and conditions connected with the Participant's Data providing via the App as well as consequences connected with violation of the Application Regulations, including violation of terms and conditions connected with the Participant's Data providing via the App. As long as, according to the Application Regulations, the Participant and/or the person willing to be the Participant may not use the Application and/or may not be the part of the Contract mentioned in the Application Regulations, including in particular restrictions, exclusion, prevention from using the Application, such Participant and/or the person willing to be the Participant shall not participate in the Promotion.

Furthermore, in case of justified Organising Entity's and/or Owner's doubts about the correctness or veracity of the Participant's Data, the Organising Entity reserves the right to limit the Participant's possibility of participating in the Promotion until the Participant has verified the data by registering the truthful data via the App form. In the event of the specific Participant provides false data and/or in the event of failure to change by the Participant incorrect (or misleading) Registration Data into truthful one, the Organising Entity reserves the right to exclude or not allow this Participant to take part in the Promotion. The Organising Entity also reserves the right to limit or exclude possibility of participating in the Promotion by the Participant that violated principles set out in Regulations and/or Dakea Pro.app Regulations, in particular principles connected with scoring points in the Promotion, including the case when Organising Entity has reasonable suspicion of violating these principles by the Participant.

- 5.** The Organising Entity shall not be liable for the Participant's failure to receive the prize(s) if the prize(s) has(have) been sent at the address [contact details] provided by the Participant that had not been updated according to the § 2 sec. 4 letter b of the Regulations.

6. The Organising Entity has no IP rights to the App, in particular the Organising Entity is not the owner of the App. The Organising Entity uses the App only for the purpose of proper conduction of the Loyalty Program and shall not be liable for its operation, including potential inconveniences and/or defects (if any).
7. The Participant is obliged to immediately notify the Owner of any violation of his rights in connection with the use of the Website or the Application.
8. The Participant may exit from the Promotion at any time, in particular if the Participant does not accept the Regulations, Application Regulations, Privacy Policy of Dakea Pro.app and/or any other documents necessary to be accepted in order to participate in the Promotion and/or use the Application and/or be the part of the Contract mentioned in Application Regulations, including changes in aforementioned documents. The Participant who is not registered in the Promotion via the App shall not participate in the Promotion until his correct and successful registration. Exit from the Promotion by the Participant (including removal of the Participant's App account) shall result in deleting points received by this Participant in the course of the Promotion as well as makes impossible further scoring points by this Participant and participating in the Promotion. If the Participant, after exiting from the Promotion, registers again in the Promotion, deleted points shall not be returned to this Participant.
9. The Organising Entity's, Altaterra Kft., and Altaterra Kft.'s employees and close family members (i.e. spouses, children, family and siblings) shall not participate in the Promotion.

### § 3. PRIZES

1. Issuing of prize or prizes and the types of prizes for a particular Participant depends on the number of points achieved in the course of the Promotion as well as proper use (exchange) of this points by the Participant during the Promotion duration. Prizes are not issued by draw or chance.
2. The Promotion concerns the following models of Dakea™ roof windows with a unique QR code: GOOD, OPTIMA, OPAQUE, BETTER, VINTAGE, VISION, VERTICA, ULTIMA and ULTIMA ENERGY.
3. The Participant will gain points (DAKs) for correct registration (via the App) its purchase of the windows referred to in § 3 sec. 2, at the following rate:
  - a. GOOD, OPTIMA (KAV B900, KAV B900B, KPV B900, KAV B910, KAV B910B) – **5 points (DAKs)**,
  - b. OPAQUE, BETTER, VINTAGE (KCV B701, KCV B901, KAV B1000, KAV B1010, KPV B1000, KHV B1000, KHV B1010, KAV B1500, KAV B1510, KPV B1500, KAV B3300, KAV B3310, KPV B3300) – **10 points (DAKs)**,
  - c. ULTIMA (KEV B1200, KEV B1210) – **15 points (DAKs)**,
  - d. SMOKE (KAS B1600) – **15 points (DAKs)**,
  - e. VISION (KAI B1600, KAI B1610) – **15 points (DAKs)**,
  - f. VERTICA (KAN B1600, KAN B1610) – **15 points (DAKs)**,
  - g. ULTIMA ENERGY (KEV B1800, KEV B1810, KEP B1800) – **15 points (DAKs)**.

In the course of the Promotion, points (DAKs) scored by the Participant are added after successful registration of aforementioned purchase done by this Participant, according to the rules provided in this Regulations and/or the rules provided in the Application Regulations.

Furthermore, the Participant receives 5 points (DAKs) in case of its first full correct and successful registration in the Application, according to regulations specified in the Promotion Terms and Conditions as well as in the Application Regulations (first successful Promotion Entry done by this Participant). The same Participant may receive the points for first successful Promotion Entry only once during the Promotion duration.

The Participant may receive 12 points (DAKs) after this Participant has successfully given, via the appropriate modules of the Application, consent to commercial data processing (commercial consent) during first login to the Application.

The Participant may also receive 15 points (DAKs) after this Participant has successfully entered, via the appropriate modules of the Application, a unique reference code applicable during registration process, according to the Application Regulations.

4. The points for registering the windows are added (registered) to the Participant account, provided that this Participant has correctly scanned (during the Promotion duration) via appropriate module of Application the unique QR code located on the Dakea™ window referred to in § 3 sec. 2, purchased by this Participant during the Promotion duration.

Points scored (received) in the course of the Promotion (in connection with the purchase of particular DAKEA window that fulfils conditions provided by the Regulations) shall be registered in the Promotion only once and shall be assigned only once to the specific account of the Participant, subject to § 4 sec. 4. After the correct registration (via the App) of the points received by the Participant in the Promotion, the QR code which has been used for scoring this points cannot be reused for the purposes of the Promotion. The App will inform the Participant about the correct registration of points, as well as about the number of points gained by the Participant. Points are added (registered) for windows purchased during the Promotion duration. The Dakea Pro.app Regulations may provide additional conditions, in particular technical conditions, necessary to fulfil in order to proper points

registrations in the Promotion.

5. The points received by the Participant in the course of the Promotion may be exchanged for non-cash prizes as follows:
1. Voucher Greggs – **6 points (DAKs)**,
  2. Backpack – **20 points (DAKs)**,
  3. Dakea Polo shirt – **20 points (DAKs)**,
  4. Dakea Fleece Jacket – **20 points (DAKs)**,
  5. Workwear ¾ Pants Lahti Pro – **20 points (DAKs)**,
  6. Workwear Jacket Lahti Pro – **25 points (DAKs)**,
  7. Workwear Dugnarees Lahti Pro – **25 points (DAKs)**,
  8. Workwear Gilet Lahti Pro – **25 points (DAKs)**,
  9. Roofers' Belt – **30 points (DAKs)**,
  10. Dakea Hoodie – **35 points (DAKs)**,
  11. Neo Toolbag – **40 points (DAKs)**,
  12. Celebration Hamper: Prosecco & Chocolates – **45 points (DAKs)**,
  13. Great British Beers Mixed Case (15 Beers) - **45 points (DAKs)**,
  14. Abbey & Trappist Mixed Case (12 Beers) plus a Chalice Glass - **50 points (DAKs)**,
  15. Amazon voucher of GBP 50 – **55 points (DAKs)**,
  16. 100 business cards 85x55mm, mat paper 350g – **55 points (DAKs)**,
  17. Dakea Flag – **55 points (DAKs)**,
  18. Dakea Down Jacket – **60 points (DAKs)**,
  19. Picnic Hamper: Cheese & Wine – **65 points (DAKs)**,
  20. Workwear ¾ Pants Lahti Pro with Dakea and own logo, 5 pcs. – **100 points (DAKs)**,
  21. 2 banners (200 x 150 cm) with both your logo and Dakea's logo – **110 points (DAKs)**,
  22. Workwear Gilet Lahti Pro with Dakea and own logo, 5 pcs. – **115 points (DAKs)**,
  23. Workwear Jacket Lahti Pro with Dakea and own logo, 5 pcs. – **120 points (DAKs)**,
  24. Workwear Dungarees Lahti Pro with Dakea and own logo, 5 pcs. – **120 points (DAKs)**,
  25. 2 banners (500 x 150 cm) with both your logo and Dakea's logo – **200 points (DAKs)**,
  26. Apple Watch Series 5 (GPS, 40mm) – **430 points (DAKs)**,
  27. Apple Watch Series 5 (GPS, 44mm) – **490 points (DAKs)**,
  28. Samsung UE50RU7400 50" Smart 4K Ultra HD HDR LED TV – **490 points (DAKs)**,
  29. Apple iPad (10.2-inch, Wi-Fi + Cellular, 32GB) – **540 points (DAKs)**,
  30. Apple iPad (10.2-inch, Wi-Fi + Cellular, 128GB) – **625 points (DAKs)**.
6. The Participant is entitled to select any of the prizes, including several prizes, but only to the extent corresponding to the number of points collected. Information regarding the prize(s) selected is to be provided by the Participant via the App during the Promotion duration, not later than by the end of the Promotion duration period. Further regulations concerning the issuing of the prizes, including prize ordering and detailed procedures connected with it, etc. may be specified in the Application Regulations.
7. The points may be exchanged by the Participant for prize(s) only via appropriate functionalities of the App. Ordering prize(s) (exchanging points for prize or prizes, depending on the number of Participant's points) without using the appropriate functionalities of the App is inadmissible.
8. The Organising Entity reserves the right to propose an alternative prize, in particular if the number of prizes turns out insufficient, provided that the alternative prize proposed will not be of lower value. If the alternative prize is proposed by the Organising Entity and accepted by the Participant, points of this Participant gathered in the course of the Promotion will be exchanged for an alternative prize for the points corresponding to the prize indicated by the Participant in the original prize order

(i.e. before proposal of an alternative prize). An alternative prize issued is considered as an award issued in the Promotion. The Participant acknowledges and agrees that the right to the prize(s), including alternative prizes, may not be assigned to other entities, including other Participants, and that the Participant is not entitled to cash equivalent instead of the prize.

9. The Participant acknowledges and accepts that, in connection with the receipt of the prize and/or prizes, the Participant will be obliged to settle the income tax on the prize, in compliance with the provisions of the applicable law.
10. The prizes will be issued by the Organising Entity to the qualifying Participants at their addresses provided in the Registration Data. The Organising Entity is not liable for acts or omissions of the carrier and/or courier company which, on the basis of an individual transport order was obliged to deliver this prize (including an alternative prize) to a specific Participant. The Organising Entity issues the prize(s) under the instructions of the Owner, according to the regulations provided in the Application Regulations.
11. In the event that the Participant does not exchange points gathered in the course of the Promotion to specific prize(s) by the end of the Promotion duration period, the number of the points gathered by the Participant shall be set to zero after Promotion duration period. Furthermore, in case of possible future organisation of promotion/loyalty program similar to this Promotion (Loyalty Program), aforementioned points shall not be counted in such promotion/loyalty program.
12. The Organising Entity and the Owner reserve the right to implement changes in the rules of scoring points (DAKs) in the Promotion, of which the Participants will be informed via appropriate information/announcements in the Application. Such information/announcements shall contain all data necessary to determine the scope of changes, in particular such information/announcements may include information on the special rules for scoring points in the Promotion (e.g. temporary double points scoring in the Promotion), as well as the duration of such special rules during the Promotion duration. In the event of any discrepancy between the provisions of the Regulations and the data specified in such information/announcements, the provisions of the Regulations shall be interpreted according to such information/announcements. These changes shall not be considered as a modification of the Regulations.
13. The Organising Entity and the Owner also reserve the right to implement in the Promotion special activities (challenges) during the Promotion duration. The Participants will be informed about these special activities (challenges) via appropriate information/announcements in the Application. Such information/announcements shall contain all data necessary to determine the rules of such activities (challenges), in particular such information/announcements may include information on the duration, purpose, objectives, requirements of such activities (challenges), points which may be received by the Participant who met the requirements of such activities (challenges) and/or special prizes which may be issued in the Promotion in connection with successful completing by the Participant such activities (challenges). Taking part by the Participant in such activities (challenges) is entirely voluntary. Provisions of sec. 12 sentence 3-4 shall apply mutatis mutandis.
14. The rights mentioned in sec. 12 and sec. 13 shall not limit the Owner's right to make any changes according to the Application Regulations.

## § 4. COMPLAINTS

1. Each Participant who was entitled to receive the prize(s) in the Promotion, ordered it and received it, is entitled to file complaints concerning this prize(s). The complaint shall be submitted to the e-mail address: [contest@dakea.com](mailto:contest@dakea.com) within 7 days from the date of receiving this prize by the Participant who was entitled to file complaint concerning this prize.
2. Complaints may be filed only electronically. A complaint should include a detailed description (a photo may be also attached to the description) and an indication of the grounds for complaint as well as complete details of the Participant filing the complaint. Complaints will be considered by the Organising Entity within 14 days of receipt. Notification considering resolution of the complaint will be delivered to the Participant at the e-mail address provided in the Registration Data. The decision of the Organising Entity is final and is not subject to appeal.
3. The prizes are subject to a standard manufacturer warranty and/or guarantee if it is stated in the information provided with the prize (e.g. guarantee card, leaflet submitted to the prize, etc.). The Organising Entity nor the Owner make no guarantee for the prizes issued in the Promotion. If a warranty/guarantee claim is required, the Participant should contact the Organising Entity. Further warranty/guarantee proceedings are to be conducted subject to generally accepted rules, considering the terms and conditions of the manufacturer and regulations of the applicable law. The Organising Entity nor the Owner bear no responsibility for warranty and implied warranty regarding physical and/or legal defects of prizes, subject to § 4 sec. 4. The Organising Entity nor the Owner incur no liability for the damage suffered by the Participant as result of default or defective fulfilment of their obligations set out under the Regulations or general terms of the Polish civil law, to the fullest extent permitted by applicable law, subject to sec. 4.
4. Considering the fact that the Participant is a professional entity, the Organising Entity and the Owner entirely disclaimed their liability concerning the warranty of the prize(s) issued in the Promotion. The only exemption is when the prize received by the Participant had been sent with physical defects (e.g. damaged) or improperly (e.g. wrong size of the product, incorrect prize). In such situation the Participant is entitled, within 14 days after he has been notified by the Organising Entity about considering the complaint as a reasonable, to get refunded his points that he exchanged to such prize. Such Participant shall inform the Organising Entity (via e-mail referred to in sec. 1), within aforementioned 14-day period, that he choose an option of refunding points or, when possible, of using the warranty/guarantee referred to in § 4 sec. 3. Replacing the product (prize) with a new one is inadmissible in such case and may only occur within the manufacturer warranty/guarantee referred to in § 4 sec. 3 (if such warranty/guarantee covers such replacement). When the use of the warranty/guarantee referred to in § 4 sec. 3 is inadmissible, points are refunded automatically within 14 days of accepting the Participant's complaint by Organising Entity. Prior to refunding of aforementioned points, the Participant shall send the prize(s) back to the Organising Entity.

The points shall not be refunded if the Organising Entity did not receive the package with such returned prize(s), even if the Participant complied with the referred period.

5. When replacing the product (prize) with a new one is admissible under the provision of § 4 sec. 4 above and if the Participant fails to comply with the period referred to in sec. 4 or will inform the Organising Entity that he uses the warranty/guarantee referred to in sec. 3, such guarantee will be processed, via the Organising Entity, with regard to applicable law and provisions referred to in sec 3, by the entity that granted the warranty/guarantee.
6. The Participant who was entitled to receive the prize(s) and ordered it correctly via the App and did not receive the prize(s) within more than 30 days from the date of the order shall inform the Organising Entity about this fact, who will take appropriate actions to explain the reasons for the Participant's failure to receive the prize. If the Participant fails to comply with this period, such Participant shall lose the right to this prize(s).
7. Provisions of § 4 sec. 1-6 shall apply mutatis mutandis to alternative prizes issued in the Promotion.
8. Term "warranty" used in the Regulations has a meaning pursuant to article 556 of Polish Civil Code.

## § 5. FINAL PROVISIONS

1. The Promotion Terms and Conditions are available via the App.

The Organising Entity reserves the right to modify the provisions hereof (including the prizes), provided that such modifications do not infringe the acquired rights of the Participants of the Promotion.

2. The Promotion Terms and Conditions shall be applied having regard to all of the provisions of the Dakea Pro.app Regulations and the Privacy Policy of Dakea Pro.app. The Organising Entity indicates, that the participation in the Promotion may be limited, suspended and/or even impossible, if the proper requirements of the Dakea Pro.app Regulations and/or the Privacy Policy of Dakea Pro.app were not met by the Participant/person willing to be the Participant.
3. The Organising Entity bears no responsibility for actions or omissions of third parties, including actions or omissions rendering participation in the Promotion impossible, in particular for faulty computer or communications systems and devices, which are beyond the Organising Entity's control.
4. The Organising Entity bears no responsibility for any damage arising out of supplying incorrect or incomplete data by the Participant.
5. The Organising Entity reserves the right to change the value of prizes in circumstances not attributable to the Organising Entity, unless detrimental to the Participants.
6. The prizes shown in the images on the advertising materials may be different from the prizes issued as part of the Promotion. All and any advertising and promotional materials are of purely informative nature.
7. These Terms and Conditions are the sole source of the rules according to which the Promotion is to be conducted, bearing in mind the provisions of the Dakea Pro.app Regulations and the Privacy Policy of Dakea Pro.app.
8. These Terms and Conditions are subject to the provisions of the Polish law and all provisions hereof are to be interpreted in accordance with this law. In matters not covered herein, the applicable provisions of the Polish Civil Code and other provisions of the Polish law shall apply. If any provision hereof is deemed in conflict with the applicable law, the respective provisions of the law shall apply. Other provisions hereof shall remain unaffected.
9. Any disputes arising out of the Promotion are to be resolved by courts in Poland competent for the registered office of the Organising Entity.
10. By joining the Promotion Participant accepts the Regulations.