



# **Terms and Conditions of the Promotional Lottery**

“Loteria Cinkciarz.pl”



# I. GENERAL PROVISIONS

## § 1

### **Designation of the entity organising and financing the Promotional Lottery**

The entity organising the promotional lottery called “Loteria Cinkciarz.pl”, hereinafter referred to as the “Promotional Lottery”, is Cinkciarz.pl Marketing Sp. z o.o. Sp. k., with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000541652, NIP (tax identification number): 5252590446, REGON: 14731932500000, represented by the general partner: Cinkciarz.pl Marketing Sp. z o.o. with its headquarters in Zielona Gora, at ul. Sienkiewicza 9, 65-001 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS: 0000476087; NIP (tax identification number): 7831703191, REGON: 30252366100000, with a share capital: PLN 5,000.00, hereinafter referred to as the “Organiser”.

1. The Promotional Lottery is financed from the Organiser’s own funds.

## § 2

### **Authority issuing the permit**

The Promotional Lottery is conducted pursuant to a permit of the Head of the Regional Revenue Administration Office in Zielona Gora, in accordance with the provisions of the Act of November 19, 2009, on gambling games (i.e. Journal of Laws of 2020, item 2094) hereinafter referred to as the “Act on Gambling Games”.

## § 3

### **Time and place of the lottery**

The Promotional Lottery is held in Poland and lasts from September 1, 2021 until October 13, 2022.



## **II. TERMS OF PARTICIPATION AND RULES OF CONDUCTING THE PROMOTIONAL LOTTERY**

### **§ 4**

#### **Participants of the Promotional Lottery**

The Promotional Lottery is open to all natural persons who have full or limited legal capacity, legal persons or organisational units without legal personality, which are granted legal capacity by the Act, who have registered and have a private or corporate account on the web portal found at [cinkciarz.pl](http://cinkciarz.pl) or [conotoxia.com](http://conotoxia.com) (hereinafter referred to as the “Web Portal”), with the exception of residents of the United States and countries subject to international sanctions and persons referred to in paragraph 2, who fulfil the conditions referred to in § 5.1 of the Terms and Conditions (“Participant”).

2. Employees, contractors and members of bodies of the Promotional Lottery Organiser and other companies belonging to Conotoxia Holding as well as their family members, i.e. parents, children, spouses and siblings, are not allowed to participate in the Promotional Lottery.

### **§ 5**

#### **Participation and rules of conducting the Promotional Lottery**

1. In order to participate in the Promotional Lottery, it is necessary to perform all of the following actions:
  - a. Having the status of a registered User of the Portal at least from the date of making the application until the date of awarding the prizes (the draws will exclude the tickets of Participants whose accounts will be blocked in accordance with the Web Portal Terms and Conditions, or will be deleted - at the moment of determining the list of tickets eligible for the draw in accordance with § 6.12;
  - b. Submitting an application in the Promotional Lottery during the term of the Lottery. Submitting an application in the Promotional Lottery is made by clicking on acceptance of the Promotional Lottery application and accepting the Terms and Conditions of the Promotional Lottery on the Web portal and statement on fulfilling the conditions for participation in the Lottery on the Web portal;



2. From the moment of submitting an application, the applicant becomes a Participant in the Promotional Lottery.
3. An activity is any currency transaction made by the Participant through the Web Portal that meets the following conditions:
  - a. One of the exchanged currencies must be CHF, EUR, GBP or USD (hereinafter: “Lottery Currencies”).
  - b. Currency transaction carried out by Cinkciarz.pl Sp. z o.o. or Conotoxia Sp. z o.o. made when the User of the Web Portal uses one of the following services available on the Web Portal: currency exchange (excluding social transactions service), money transfer, online payments via Conotoxia Pay, Card Currency Exchange Transactions.
  - c. The transaction must be completed.
4. The Lottery requires collecting Activity Points, i.e. the numerical value of the Lottery Currencies based on completed Activities, where one point equals one currency unit; e.g. when the Activity is based on executing a currency exchange transaction from PLN to CHF, the numerical value of CHF, i.e. the value of CHF exchanged to PLN, will be included in the Activity Points (e.g. when the amount in PLN is exchanged to 100 CHF, 100 will be included as a numerical value of Activity Points). The following shall be defined as Activity Points:
  - a. In the case where the initial currency of a transaction is a Lottery Currency and the output currency is not, the initial currency (e.g. the “I pay” field) is considered to be Activity Points.
  - b. In the case where the output currency of a transaction is a Lottery Currency and the initial currency is not, the final amount (e.g. the “You receive” field) is considered to be Activity Points.
  - c. If both currencies of the Activity belong to the Lottery Currencies, only the higher value of the currency will count as Activity Points; for example, if the Activity consists of a currency exchange transaction from CHF to EUR (e.g. 100 CHF to 90 EUR), only the value of 100 will count as Activity Points.
5. As part of the Lottery, the following will be determined:
  - a. Monthly Activity, i.e. all Activities made in the Promotional Lottery calendar month, i.e. transactions concluded in a given month of the Promotional Lottery. The conclusion of the transaction is the moment of confirming the execution of the transaction by the User in accordance with the Terms and Conditions for providing services;
  - b. Monthly Activity Points, i.e. the sum of Activity Points assigned to a given Monthly Activity, e.g. the sum of several transactions made in one calendar month, including the sum of transactions made in several currencies.
  - c. A transaction executed later than the 14th day of the calendar month following the month in which the transaction was executed does not count as the Activity.
6. Participants of the Promotional Lottery, through their activity, will receive:



- a. Monthly tickets
- b. 3-Month tickets
- c. 6-Month tickets
- d. Final tickets

as described in the subsequent paragraphs.

7. Participants of the Promotional Lottery who reach the Monthly Activity Points level will receive one Monthly ticket granting the right to participate in the monthly prize draw and one Final ticket to take part in the Final draw.
8. The level of Monthly Activity Points is as follows:
  - a. For Users with an individual account: 300.
  - b. For Users with a business account: 2,000.
9. In a given calendar month, a Participant may be awarded only one Monthly ticket regardless of how many Monthly Activity Points they have earned in that month, i.e. if they exceed the level specified in paragraph 1 multiple times, they are not entitled to multiple Monthly tickets.
10. The Organiser grants bonuses to Participants, meaning additional tickets increasing the chances in the prize draw, according to the rules specified in this paragraph:
  - a. 3-Month Bonus - a Participant who gets a Monthly ticket in each of the three consecutive calendar months is awarded a 3-Month ticket to be entered in the upcoming 3-month draw; for each 3-Month ticket, the Participant receives 3 additional Final tickets to be entered in the Final draw; the Monthly ticket is counted towards the 3-Month Bonus only once;
  - b. 6-Month Bonus - A Participant who obtains a Monthly ticket in each of six consecutive calendar months will be awarded a 6-Month ticket to be entered in the next 6-month draw; for each 6-Month ticket, a Participant will receive 6 additional Final tickets to be used in the Final draw; a Monthly ticket will only be counted in the 6-Month Bonus once.

## § 6

### **Prize Drawings, granting and distributing prizes in the Promotional Lottery**

1. Throughout the period of the Promotional Lottery there will be twelve monthly draws, four 3-month draws, two 6-month draws and one final draw, according to the following schedule:



DRAW DATE → DRAW ↓	DRAWINGS											
	15.10. 2021	15.11. 2021	15.12. 2021	17.01. 2022	15.02. 2022	15.03. 2022	15.04. 2022	16.05. 2022	15.06. 2022	15.07. 2022	16.08. 2022	15.09. 2022
MONTHLY	x	x	x	x	x	x	x	x	x	x	x	x
3-MONTH			x			x			x			x
6-MONTH						x						x
FINAL												x

- In the Monthly draw, the Participant who earned a Monthly ticket in the calendar month preceding the draw in accordance with the Terms and Conditions will take part. The Monthly draw shall take place on the first working day after the 14th calendar day of the month after the Lottery’s calendar month.
- In the 3-month draw, the Participant who received a 3-month ticket takes part. A 3-month ticket gives the Participant a chance to take part in the nearest 3-month draw. The 3-month draws will take place after the end of 3, 6, 9 and 12 calendar months from the start of the Lottery, on the first working day after the 14th calendar day from the last day of the previous quarter.
- In the 6-month draw, the Participant who received a 6-month ticket takes part. A 6-month ticket gives the Participant the chance to take part in the nearest 6-month draw. The 6-month draws will be held after the end of 6 and 12 calendar months, counting from the Lottery start date. The first 6-month draw will be held on the first working day after the 14th calendar day from the last day of the sixth month of the Lottery. The second 6-month draw will take place on the first working day after the 14th calendar day from the last day of the twelfth month of the Lottery duration.
- In the Final draw, the Participant who has at least one Final ticket is included. The yearly draw (“Final draw”) will take place after the end of 12 months from the start of the Lottery, on the first working day after the 14th calendar day from the last day of the twelfth month of the Lottery.
- Participants whose account has been blocked in accordance with the Web Portal Terms and Conditions or has been deleted at the time of determining the list of draw participants, in accordance with paragraph 12 below, will be excluded from the draw.
- During each drawing, there will be separate drawings for participants who are users of individual and business accounts; the first drawing will be held for Participants who are users of individual accounts, and then the drawing for Participants who are users of business accounts.
- During each draw, 5 winners will be selected among the Participants, which means that in one draw, a Participant can win only one prize, regardless of the number of tickets they have.



9. During each day when other than the monthly draws (i.e., 3-month, 6-month and final draws) are held, the draws will be conducted in such order that the Monthly draw is held first, followed by the 3-month draw, then the 6-month draw and then the Final draw.
10. The obtained tickets will participate in the draws assigned to them in such a way that:
  - a. Monthly ticket - takes part in the nearest Monthly draw. Additionally, the Participant receives 1 Final ticket for each monthly ticket, which will take part in the Final draw.
  - b. A 3-month ticket - takes part in the nearest 3-month draw. Additionally, for each 3-month ticket, the Participant receives 3 Final tickets, which will take part in the Final draw.
  - c. A 6-month ticket - takes part in the nearest 6-month draw. In addition, for each 6-month ticket, the participant receives 6 Final tickets which will take part in the Final draw.
  - d. Final ticket - takes part in the Final draw.
11. The drawings for the prizes shall be held at the Organiser’s headquarters, from 12.00 p.m. (CET), in such a manner that the Organiser, with the participation of the Supervising Committee, shall manually draw the winning tickets from all the tickets participating in a given draw.
12. All draws will be conducted in such a way as to provide equal opportunities for all draw participants. Each monthly, 3-month, 6-month and Final draw with the additional inclusion of individual and business account users will be made up of a series of draws to select 5 winning tickets. Pursuant to these Terms and Conditions, before each draw the Organiser will:
  - prepare a list of the tickets eligible for the draw
  - prepare urns equal to the number of digits determined by the number of tickets involved in the draw. The urns will be lined up and numbered with consecutive numbers so that: the first urn, corresponding to the digit of ones, will contain balls numbered from 0 to 9; the second urn, corresponding to the digit of tens, will contain balls numbered from 0 to 9; and so on, except for the last urn. The last urn will contain the balls numbered from 0 to the digit determined by the first digit in the number of tickets (for example: if 37041 are involved in the draw, 5 urns will be prepared; urns 1 to 4 will contain the balls numbered from 0 to 9; urn 5 will contain the balls numbered from 0 to 3)

Based on the manual drawing of balls from successive urns we obtain a sequence of digits forming a number which is memorised and the balls are returned to the urns from which they were drawn. Then, verification in the following order will take place:

- If the number drawn is not within the pool of ticket numbers, the draw is repeated;
- If a ticket with the selected number has already been drawn in a given draw, the draw is repeated;
- If a ticket with the selected number belongs to a Participant who is on the draw



winner's list, the information that it has been selected is written on the list next to the ticket, and the draw is repeated;

- If a ticket with a given number has not been drawn before, then on the list next to the ticket, information is noted that it has been drawn and the owner of the ticket (Participant) is entered into the list of winners of the draw.

The draw is repeated until the required number of winning tickets is obtained.

### **III. PRIZE**

## **§ 7**

### **Types and forms of prizes**

1. Promotional Lottery prizes are as follows:
  - a. 60 money prizes of 500 PLN for the winners of the Monthly draw who are the Users of individual accounts; in each Monthly draw 5 winners will be drawn;
  - b. 60 money prizes of 1,000 PLN for the winners of the Monthly draw who are the Users of business accounts; in each Monthly draw 5 winners will be drawn;
  - c. 20 money prizes worth 1,000 PLN for the winners of the 3-month draws who are Users of individual accounts; in each 3-month draw, 5 winners will be drawn;
  - d. 20 money prizes worth 3,000 PLN for the winners of the 3-month draws who are Users of business accounts; in each 3-month draw, 5 winners will be drawn;
  - e. 10 money prizes worth 5,000 PLN for the winners of the 6-month draws who are Users of individual accounts; in each 6-month draw, 5 winners will be drawn;
  - f. 10 money prizes worth 6,000 PLN for the winners of the 6-month draws who are Users of business accounts; in each 6-month draw, 5 winners will be drawn;
  - g. 5 money prizes worth 20,000 PLN for the winners of the Final draw who are the Users of individual accounts; in the Final draw, 5 winners will be drawn;
  - h. 5 money prizes worth 24,000 PLN for the winners of the Final draw who are the Users of business accounts; in the Final draw, 5 winners will be drawn.
2. The total value of prizes in the Promotional Lottery is 500,000 PLN (in words: five hundred thousand Polish zloty 00/100) gross.
3. In the case of not handing over all the prizes, in particular due to a low number of applications, inability to contact the winner, winner's resignation from accepting the prize or not handing over the prize due to violation of the Terms and Conditions, the prizes that will not be handed over become the property of the Organiser.
4. The prizes shall be handed out in accordance with the applicable Polish law. If the Organiser is obliged to collect income tax, the Organiser shall deduct the amount





due for tax purposes from the prize paid, and the winner shall be obliged, if necessary, to provide the Organiser with the data and information necessary for the fulfilment of the tax obligation before the prize is handed over, in the manner described in § 8.

## § 8

### Prize Drawing Results

1. Drawing results including the first name and the first letter of the surname will be available on the [www.conotoxia.com/lottery](http://www.conotoxia.com/lottery) website from the first working day following the draw until the end of the Promotional Lottery.
2. Regardless of the above, the Organiser shall, within 2 working days from the date of the draw, contact the prize winners via the Customer Care Department (by telephone or email). In the contact message, the winner of the prize will be informed of the prize and, if applicable, of the provisions for handing over the prize (in the event that it is necessary to collect additional data in order to tax the prize).

## § 9

### Manner and date of transferring prizes

Prizes will be transferred to the winners' currency wallet held on the Web Portal within 14 days of the prize drawing, subject to § 8 section 2.



## **IV. ENSURING THE PROPER CONDUCT OF THE PROMOTIONAL LOTTERY**

### **§ 10**

#### **Supervisory Commission**

1. A six-member Supervisory Commission appointed by the Organizer oversees the proper conduct of the Promotional Lottery.
2. The Organiser has ensured that persons performing a function or holding a position that involves responsibility for supervising gambling games, in particular persons supervising promotional lotteries and persons directly conducting promotional lotteries, prior to commencing their duties at their position or holding a function have received training in gambling regulations and rules of the games held to the extent necessary to perform their duties associated with supervision and conducting the games, in accordance with Art. 24 of the Gambling Act. Pursuant to Article 24b of this Act, the training was conducted by the Organiser and written certificates of training were issued to the participants at the end of the training.
3. The duties of the Supervisory Committee include:
  - a. Controlling the proper conduct of the Promotional Lottery
  - b. Control and supervision over the prize drawings
  - c. Supervision over the distribution of prizes
  - d. Handling complaints proceedings
4. After completing its work, the Supervisory Commission shall prepare an appropriate report on the operation of the Promotional Lottery.
5. The Promotional Lottery Organiser shall issue internal regulations for the operation of the Supervisory Commission.

### **§ 11**

#### **Procedure for lodging and processing complaints**

1. All complaints concerning the manner of conducting the Promotional Lottery, particularly concerning the way of granting prizes, can be submitted from the date of starting the Promotional Lottery, i.e. 1.09.2021 until 29.09.2022. The indicated deadline does



not exclude the submission of a complaint concerning the Organiser’s activities on another legal basis, in particular under the provisions of the Consumer Rights Act of 30 May 2014.

2. The date of the post stamp shall determine whether the deadline for lodging a complaint is met, in the case of sending it by post, and in the case of electronic complaints - the date of receipt of the email by the Organiser.
3. Complaints should be made in writing or recorded in a document and sent to the Organiser’s address or submitted in person at the Organiser’s headquarters with a note *Complaint regarding Promotional Lottery “Loteria Cinkciarz.pl”* or by electronic means, to the following address: [lottery@conotoxia.com](mailto:lottery@conotoxia.com). The absence of a note shall not invalidate the lodging of a complaint.
4. The complaint should include at least:
  - a. name, surname and address of residence of the Participant
  - b. the date, if such can be determined, and the place of the event to which the complaint relates
  - c. name of the Promotional Lottery (“Loteria Cinkciarz.pl”)
  - d. content of the claim
  - e. and if the complaint is submitted electronically and the Participant’s electronic address is different from the address of the sender of the message, the Participant’s electronic address for communication
5. The Supervisory Commission will review the complaint and notify the Participant of the Supervisory Commission’s decision within 7 calendar days of receipt, but no later than 13.10.2022.
6. The Participant will be notified of the Supervisory Committee’s decision by a registered letter sent to the address specified in the complaint or to the electronic address indicated in the complaint submitted by electronic means.
7. The decision of the Committee reviewing the complaint is final, and after the complaint process is fully completed, the Participant has the right to pursue unsuccessful claims in a common court of law.

## § 12

### **Service provided by electronic means**

1. The Terms and Conditions constitute regulations of providing electronic services of access to the Promotional Lottery website’s contents ([www.conotoxia.com/lottery](http://www.conotoxia.com/lottery)) for sending applications, completing the winner’s form in accordance with the Terms and Conditions. The services referred to in the preceding sentence are provided free of charge for the duration of the Promotional Lottery. The Participant may use



the services multiple times.

2. The Participant shall have the right to lodge a complaint regarding the provision of the service referred to in sec. 1 in accordance with the provisions of these Terms and Conditions, and the complaint shall be handled in accordance with the provisions of § 11 of these Terms and Conditions. The Participant is obliged not to provide via the service referred to in paragraph 1 any illegal content. The Participant may terminate the services referred to in paragraph 1 at any time prior to their execution. The use of the electronic service referred to in paragraph 1 requires access to the internet, a device with any web browser. The operator, whose services are used by the applicant, may charge a fee for internet access in accordance with the operator’s tariff.

## V. FINAL PROVISIONS

### § 13

#### Limitation period for claims

Claims arising from the organization and conduct of the Promotional Lottery are subject to a 6-month statute of limitations from the due date. The course of the statute of limitations of claims is deferred for the time between the date on which the complaint is lodged and the date on which the complaint is answered.

### § 14

#### Personal Data of the Participants of the Promotional Lottery

Pursuant to 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) and the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781, as amended), the Organiser informs that:

- a. The controller of personal data of the Participants of the Promotional Lottery “Loteria Cinkciarz.pl” is the Organiser of the Promotional Lottery, the company Cinkciarz.pl Marketing Sp. z o.o. Sp. k. , email address: [iod@cinkciarz.pl](mailto:iod@cinkciarz.pl)
- b. personal data of the Promotional Lottery Participant are processed by the controller in accordance with generally applicable laws, only for the purposes related



- to the organization of the lottery, i.e. awarding prizes, handling any complaints and fulfilling any obligations arising from the provisions of the Gambling Act (issuing certificates of winning and keeping records),
- c. personal data are processed as a result of the Participant’s participation in the Promotional Lottery on the basis of Article 6 (1) (b) - (c) and Article 6 (1) (f) GDPR and the generally applicable provisions,
- d. Providing personal data by the Participant is voluntary but necessary to acquire the rights resulting from participation in the Promotional Lottery (awarding prizes, handling any complaints and fulfilling any obligations resulting from the provisions of the Act on Gambling, i.e. issuing certificates of winning and keeping records),
- e. The Participant has the following rights:
- the right to access the personal data provided
  - the right to rectification, erasure or restrict the processing of the personal data provided
  - the right to object to the processing of the personal data provided
  - right to data portability
- The Participant has the right to lodge a complaint to the supervisory authority competent for the protection of personal data, in case they deem their personal data to be processed in violation of the provisions,
- f. Participant’s personal data may be transferred by the controller to other entities in order to fulfill the obligations of the Organiser of the Promotional Lottery resulting from these Terms and Conditions and applicable laws, i.e. in particular to administrative and tax authorities, entities providing service and technical support for applications, IT systems and/or website, in which personal data of the Promotional Lottery Participants are collected, as well as entities providing the Organiser with legal and accounting services,
- g. Participants’ personal data collected within the scope of the Promotional Lottery shall be stored until the expiry of potential claims of Participants which are related to the Promotional Lottery and for the period required due to tax and control regulations related to controlling the organization of the Promotional Lottery, i.e. up to 5 years from the end of the calendar year in which the Promotional Lottery ended,
- h. Participants’ personal data may be transferred to entities with which the Organiser of the Promotional Lottery cooperates in connection with its organization, that are recipients outside the European Economic Area with respect to which the European Commission has found an adequate level of protection, as well as to recipients with respect to which the European Commission has not found an adequate level of protection, provided that in this case the data are transferred based on standard data protection clauses. Recipients located in countries outside the European Economic Area have implemented and maintain adequate security for the processing of personal data.



- i. The Organiser does not use systems used for automated decision-making regarding data processing, including profiling.

## § 15

### Additional provisions

1. Participation in the Promotional Lottery is voluntary.
2. Taking part in the Promotional Lottery means that the Participant agrees to the Terms and Conditions of the Promotional Lottery and confirms that the Participant meets the conditions for participation in the Promotional Lottery.
3. The Organiser may amend the Terms and Conditions of the Promotional Lottery only to the extent specified in the Act on Gambling, and only after the amendment to the Promotional Lottery Regulations has been approved by a Head of the Regional Revenue Administration Office in Zielona Gora.
4. Upon request of the winner, the Organiser will issue a confirmation of winning to the winner.
5. The content of the Terms and Conditions is available in the Organiser’s headquarters, on weekdays from 10.00 a.m. to 3.00 p.m. (CET) and on the [www.conotoxia.com/lottery](http://www.conotoxia.com/lottery) website throughout the period of the Promotional Lottery, i.e. from 1.09.2021 to 13.10.2022. At the written request of the Participant sent to the Organiser’s address, the Organiser is obliged to send a photocopy of the Terms and Conditions to the Participant. In matters not regulated by these Terms and Conditions, the relevant provisions of the Civil Code and the Gambling Act will apply.
6. In matters not regulated in the Terms and Conditions, the generally applicable provisions of the Polish law shall apply. The language used in relations with the Participant is Polish or English. In case of any inconsistency between the language versions, the Polish version of the Terms and Conditions is binding.

## § 16

### Settlement of disputes

Any disputes arising from the performance of obligations relating to this Promotional Lottery shall be resolved by a common court of law.