



## Terms and Conditions

### of the “Summer Game” Gamification Programme

#### Definitions and General Provisions

1. The capitalised terms used herein shall have the following meanings:
  - 1.1. **Gamification** – this “Summer Game” gamification programme made available on the dedicated Site, the terms and conditions of which are set forth herein;
  - 1.2. **Provider** – an entity from which the Participant may purchase goods or services using the Voucher received within the Gamification as payment of Provider’s remuneration in whole or in part;
  - 1.3. **E-wallet** – an electronic wallet used as part of the Gamification, i.e. the Participant’s account intended for earning Credits redeemable for Guaranteed Prizes. In the event that all collected Credits are not used, they shall not be refundable and no cash equivalent shall be due;
  - 1.4. **Card** – a personal card issued by Benefit Systems as part of the MultiSport Programme, which allows the user specified on the card, during its validity period, to use certain services provided by Partners, which are available for a given type of card; the rules of using Cards are set forth in the separate “MultiSport Card Terms of Use”, available online at [www.kartamultisport.pl](http://www.kartamultisport.pl);
  - 1.5. **Prize Catalogue** – an online shop with Guaranteed Prizes available to Participants on the Site, allowing for redeeming the accumulated E-wallet Credits for Guaranteed Prizes;
  - 1.6. **Customer** – an entity which, under an agreement made with Benefit Systems, enables its employees, contractors or associates, as well as their accompanying persons or children, to use the MultiSport Programme;
  - 1.7. **Account** – an individual account available to Card users in the MultiSport Zone at [www.gra.kartamultisport.pl](http://www.gra.kartamultisport.pl), which allows, in a separate tab, to use the Gamification tools and functionality;
  - 1.8. **SSO Account** – an individual account available to Card users in the IT system owned by the Organiser and supporting the Gamification, which enables – after registration in accordance with the terms and conditions of provision of electronic services by Benefit Systems S.A. – the use of all features of the sites available to a given user, including at [kartamultisport.pl](http://kartamultisport.pl) and [emultisport.pl](http://emultisport.pl) and in the MultiSport application;
  - 1.9. **Medal** – a type of decoration awarded to Participants for completing the Tasks specified in Section 4. Winning the number of Medals specified in these Terms and Conditions entitles the Participant to receive the credit bonus described in Section 4;
  - 1.10. **Guaranteed Prizes** – prizes for earning a certain number of Credits in the Gamification, which are E-wallet top-ups in the form of Vouchers or cinema tickets; in order to receive a Voucher worth PLN 25, it is required to collect 3,700 Credits in the E-wallet, and in order to receive a Voucher worth PLN 50, it is required to collect 7,050 in the E-wallet; whereas in order to receive a cinema ticket, it is required to collect 3,700 Credits in the E-wallet;
  - 1.11. **In-kind Prizes** – prizes awarded by the competition committee for a certain place in the ranking described in Section 7.2 hereof;



1.12. **Organiser or Benefit Systems** – Benefit Systems S.A. based in Warsaw, Plac Europejski 2 (00-844 Warszawa), listed in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS No.: 0000370919, NIP [Tax Identification Number]: 8361676510, REGON [business entity statistical number]: 750721670, BDO [Waste Management Register]: 000558784, e-mail address: [bok@benefitsystems.pl](mailto:bok@benefitsystems.pl);

1.13. **Partner** – an entity which, under an agreement made with Benefit Systems, provides Card users with certain sports and recreational services (e.g. sports classes, swimming, gym, yoga, sauna) at its facility in the territory of Poland;

1.14. **Credits** – credits or their equivalents, along with their various types, weights or uses in the Gamification (e.g. Credits, Medals, credit bonuses), collected by Participants for completing individual Tasks, in accordance with the rules published on the Gamification Site. Credits are redeemable for Guaranteed Prizes or can be donated to a charitable cause;

1.15. **Terms and Conditions** – these terms and conditions;

1.16. **GDPR** – 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 (Official Journal of the EU L 119, p. 1);

1.17. **MultiSport Zone** – a set of services and features available to Participants upon registration and logging into the SSO Account at [www.kartamultisport.pl](http://www.kartamultisport.pl), as well as a set of Participant data and settings related to the operation of the services after logging in;

1.18. **MultiSport Application** – a set of services and features available to Participants upon registration and logging into the MultiSport mobile application, as well as a set of Participant data and settings related to the operation of the services after logging in;

1.19. **Site** – a dedicated website provided to Participants at [www.gra.kartamultisport.pl](http://www.gra.kartamultisport.pl). The Site contains, among others, up-to-date information on the rules of the individual Tasks for Participants, these Terms and Conditions, and the rules for awarding Credits to Participants in the individual Gamification Tasks;

1.20. **Participant** – a natural person who meets the conditions for participation in the Gamification as set forth herein and who has joined the Gamification;

1.21. **Voucher** – a bearer-issued document, which obliges the Provider to accept it as remuneration or part of the remuneration for the delivery of goods or services. Each Voucher has a defined expiration date and nominal value (does not apply to a cinema ticket). Neither the Organiser nor the Providers will redeem Vouchers for cash, nor will they give change in case the price of goods or services purchased in exchange for a Voucher is less than the value of the Voucher. If the Voucher, or its entire value, is not used, the equivalent of the Voucher or the unused portion of the Voucher shall not be refundable;

1.22. **Tasks** – activities, challenges, quizzes, tasks, surveys or other activities provided for Participants, including related to using the Cards.

2. The Gamification is organised by Benefit Systems.
3. The Gamification is organised in the territory of Poland.



4. Participants may earn Credits as part of the Gamification. Credits are redeemable for Guaranteed Prizes as part of E-wallet or can be donated to a charitable cause. In addition, Participants may be awarded In-kind Prizes for a specific place in the ranking, in accordance with the rules set forth herein.
5. The Gamification is divided into stages. Each stage lasts one week. Within a given stage, the Participant may complete the Tasks specified by the Organiser, for which they may receive Credits in accordance with the rules for awarding Credits described herein (hereinafter referred to as “Stage Tasks”). Stage Tasks may be completed only throughout a given stage of the Gamification, which means that after the end of it, the Participant may no longer complete the outstanding Tasks for which they will receive Credits (unless otherwise specified in Section 4 hereof). Stage Tasks include: a visit to and activity at a Partner’s facility (Credits are awarded for a maximum of two visits in each stage of the Gamification), a visit to and activity at a Partner’s facility using the MultiSport application (Credits are awarded for a maximum of two visits in each stage of the Gamification), quizzing between Participants, reading an article and completing a quiz based on the article read.
6. Regardless of the Stage Tasks, the Participant may, as part of the Gamification at any time during its course, under the rules described herein, complete other types of Tasks described in Section 4 hereof, for which they may win Medals. The Participant’s winning of the number of Medals specified herein entitles them to earn the credit bonus described herein.
7. The purpose of the Gamification is to promote the Organiser’s services and encourage Card users to actively use these Cards, as well as to promote a healthy lifestyle.
8. Each Participant can take part in the Gamification once only.
9. These Terms and Conditions are the public promise made by the Organiser. The Organiser shall be the entity promising the prize as defined in Articles 919 to 921 of the Civil Code.

## Section 2. Duration of Gamification

1. The Gamification takes place from **5 June 2024** to **20 August 2024**, subject to Subs. 2 below.
2. The Organiser may extend the duration of the Gamification.
3. The procedure of amending these Terms and Conditions, as referred to in Section 15 hereof, shall apply to Gamification extension.

## Section 3. Participation in Gamification

1. Gamification is open only to a natural person who meets all of the following conditions:
  - 1.1. is over 18;
  - 1.2. has full legal capacity;
  - 1.3. is employed by or cooperates with the Customer participating in the MultiSport Programme, or is an accompanying person of such person as defined in the terms and conditions of the MultiSport Programme;
  - 1.4. uses a valid (active) Card eligible for the Gamification (Subs. 2 below), with the user’s name indicated on the Card;
  - 1.5. has an SSO Account (i.e. is a registered user of the site at [www.kartamultisport](http://www.kartamultisport), eMultiSport platform or MultiSport application).



2. The Gamification includes selected Card types. The list of Cards eligible and not eligible for the Gamification is included in the table below:

<b>Types of Cards eligible for the Gamification</b> (users of these Cards may participate in the Gamification as long as they meet other criteria for participation set forth herein)	<b>Types of Cards <u>not eligible</u> for the Gamification</b> (users of these Cards may not participate in the Gamification)
Cards: MultiSport Plus, MultiSport Classic, MultiActive, MultiSport Light	Kids Pool Cards: MultiSport Plus, MultiSport Classic, MultiActive, MultiSport Light, MultiSport Kids Aqua
MultiSport Student, MultiSport Senior	Kids Cards: MultiSport Plus, MultiSport Classic, MultiActive, MultiSport Light, MultiSport Kids Aqua

3. The following persons may not participate in the Gamification:
  - 3.1. an employee of Benefit Systems;
  - 3.2. an employee of a company which belongs to the Benefit Systems Group (whereby such a company is considered an entity in which Benefit Systems holds more than 50% of the capital share);
  - 3.3. a Card user participating in the MultiSport Programme as a family member or accompanying person, registered by the employee, as referred to in Sections 3.1 or 3.2 above (e.g. a spouse of the Benefit Systems employee in the MultiSport Programme as the person registered by that employee).
4. As defined in Subs. 3 above, an employee is a person hired under any legal title, including under employment relationship or a civil law contract (also self-employed), and a person who performs functions in a body of the company.
5. Participation in the Gamification is voluntary.
6. The Organiser charges no fees from Participants for participating in the Gamification.
7. In order to join the Gamification and become a Participant, a person who meets the conditions specified above should perform the following steps:
  - 7.1. enter the Site;
  - 7.2. click on the “Enter the game” button visible on the home page;
  - 7.3. log in to their SSO Account;
  - 7.4. confirm acceptance of these Terms and Conditions;
  - 7.5. express their desire to participate in the Gamification by pressing the “Register” button (or equivalent).
8. The information entered in the registration form should refer only to the Participant and should be true and accurate.
9. Immediately upon receipt of a declaration of the desire to participate in the Gamification, the Organiser shall verify whether the person who submitted the application meets the criteria specified in Subs. 7 above. The verification is automatic and is based on the data stored in the Organiser’s information system. Following a



- positive verification, the person who declared their desire to participate in the Gamification becomes a Participant.
10. Upon becoming a Participant, the Participant may use additional features of the Account through the Site, such as:
    - 10.1. complete their profile with an avatar of their choice or upload a photo;
    - 10.2. find information on the Participant's achievements in the Gamification and the number of Credits earned;
    - 10.3. get acquainted with the catalogue of Guaranteed Prizes available in the Gamification and the deadline for ordering them;
    - 10.4. participate in the Tasks available as part of the Gamification via the Site;
    - 10.5. redeem Credits for Guaranteed Prizes;
    - 10.6. donate Credits to charitable causes;
    - 10.7. access the history of Guaranteed Prize orders placed;
    - 10.8. access the content available to Participants, including articles and quizzes.
  11. In the event of a reasonable suspicion of breach of these Terms and Conditions by the Participant, which results in awarding undue Credits or benefits in the Gamification, or presentation of an untrue declaration of fulfillment of conditions for participating in the Gamification, the Organiser may disable the Participant's access to the Site until the situation is clarified, no longer, however, than for seven (7) days. During such period, the Participant may not place orders for Guaranteed Prizes or otherwise use Credits. The Organiser shall notify the Participant of disabling their access to the Site and of reasons for this, by sending an e-mail to the address provided in the SSO Account.
  12. The Organiser hereby represents that the public nature of the Internet and the use of services provided electronically may involve the risk of unauthorised interception or modification of Participant data, and therefore Participants should apply appropriate technical measures to mitigate such risks. In particular, Participants should use anti-virus software as well as software protecting the identity of Internet users. The Organiser never asks the Participant to provide their password to the SSO Account in any form.
  13. To use the Site, a device with Internet access is required.
  14. The use of the Site is possible provided that the Participant's computer system meets the following minimum technical requirements:
    - a) use any of the following browsers: Chrome 91.x, Firefox 89.x, Microsoft Edge 91.x, or later;
    - b) in certain cases, use Adobe Acrobat Reader software to properly open PDF files;
    - c) the website is fully responsive;
    - d) for Quizzing between Participants and Quizzes, it is required that the Internet connection enables this activity to be carried out on the Site without interruption.

#### **Section 4. Tasks, Credits and Rules for Awarding Credits**

1. Credits, including Medals and credit bonuses, will be awarded to the Participant for completing the Tasks described in this Section.
2. Credits are awarded to Participants for the following Tasks and under the following rules:



No.	Name of activity	General description*	Number of Credits, including Medals, for a given activity	Notes and restrictions
<b>TASKS FOR WHICH YOU CAN RECEIVE MEDALS:</b>				
1.	PROFILE EDITING AND GIVING ADDITIONAL CONSENTS	Filling in additional fields in the Gamification Participant's profile and giving marketing consents to the Organiser	Max. 150 Credits and 10 Medals, or 15 Credits and 1 Medal for each completed field in the Participant's profile.	<p>Filling in additional fields is voluntary and not required in order to participate in the Programme.</p> <p>Information from the additional fields may be deleted and marketing consents may be withdrawn at any time; however, withdrawing consent prior to the end of participation in the Gamification or deleting information from the additional fields in the Participant's profile will result in cancelling the Participant's Credits (including Medals) accrued for providing consents or for providing additional information.</p> <p>The Participant can earn Credits (or Medals) once only.</p>
2.	SUCCESSFUL INVITATION OF FRIENDS TO JOIN THE GAME	Successful invitation of another person (a new Participant) to join the Gamification.	40 Credits and 1 Medal for successfully inviting a new Participant; Max. 400 Credits and 10 Medals	<p>The Participant may earn Credits for successfully inviting a new person to join the Gamification, no more than ten times, i.e. a maximum of 400 Credits and 10 Medals.</p> <p>In order to invite a new Participant to join the Gamification, the inviting Participant should provide the invited friend with a special referral code, available in the Participant's Account in the respective tab on the Gamification Site. Each Participant, after pressing the</p>



				<p>“Generate” button, receives 10 referral codes at the start of the Gamification to be used for inviting their friends. Each referral code can be used once only.</p> <p>A successful invitation occurs when the person invited by the Participant – who is not a Gamification Participant – joins the Gamification and enters the referral code received from the Participant in the registration form.</p> <p>If the invitee is already a Gamification Participant (also when they have used a referral code from another Participant), the inviting Participant receives no Credits (including Medals), and undue Credits (or Medals) shall be cancelled.</p> <p>Credits can only be awarded to the Participant when successfully inviting a new person eligible to participate in the Gamification, which means that inviting the same person again does not entitle the Participant to receive Credits, even by indicating a second referral code. In such situation, undue Credits (including Medals) shall be cancelled.</p>
3.	<p>A VISIT TO AND ACTIVITY AT PARTNER FACILITIES NEWLY DISCOVERED BY THE PARTICIPANT</p>	<p>A visit by the Participant to newly discovered Partner(s) facilities, i.e. facilities at which the Participant has not used the Card since 05.06.2024, and use of the sports and recreational services offered at these facilities as part of their Card</p>	<p>Maximum 336 Credits and 3 Medals.</p> <p>Credits, including Medals, are</p>	<p>The Participant can earn Credits and a Medal once only for each of the three credit thresholds.</p> <p>Credits also accrue retroactively starting 5 June 2024, in case the visits took place before the Participant’s registration in the Gamification.</p>



		<p>subscription (e.g. visiting a gym). There are three credit thresholds, as described in the next column.</p>	<p>awarded according to the following rules:</p> <p>(a) The Participant earns 101 Credits and 1 Medal for visiting and being active with the Card at two new facilities;</p> <p>(b) The Participant earns 112 Credits and 1 Medal for visiting and being active with the Card at four new facilities (with the proviso that the required total of facilities includes the two new facilities visited by the Participant in accordance with item a above);</p> <p>(c) The Participant earns 123 Credits and 1 Medal for visiting and being active with the Card at six new facilities (with the proviso that the required total of facilities includes the four new facilities visited by the Participant in accordance with</p>	
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			items a and b above).	
4.	REGULARITY	Regular visits by the Participant to a Partner's facility or facilities and regular use of the sports and recreational services offered at such facility or facilities as part of their Card subscription (e.g. visiting a gym). There are three credit thresholds, as described in the next column.	<p>Max. 156 Credits and 3 Medals.</p> <p>Credits, including Medals, are awarded according to the following rules:</p> <p>a) The Participant earns 48 Credits and 1 Medal for 4 visits to and activity at Partner facilities with the Card;</p> <p>b) The Participant earns 52 Credits and 1 Medal for 8 visits to and activity at Partner facilities with the Card (with the proviso that the required total of visits includes the four visits made by the Participant in accordance with item a above);</p> <p>c) The Participant earns 56 Credits and 1 Medal for 16 visits to and activity at Partner facilities</p>	The Participant can earn Credits and a Medal once only for each of the three credit thresholds.



			with the Card (with the proviso that the required total of visits includes the eight visits made by the Participant in accordance with items a and b above).	
5.	CLOSING SURVEY	Filling in the survey.	Max. 210 Credits and 2 Medals	<p>In the final weeks, a survey is made available on the Gamification Site, which the Participant can fill in.</p> <p>Partial completion of the survey entitles the Participant to earn 151 Credits and 1 Medal.</p> <p>Filling in all fields in the survey entitles the Participant to earn an additional 59 Credits and a second Medal (making a total of 210 Credits for fully completing the survey and 2 Medals).</p> <p>The Participant can earn Credits (including Medals) once only for completing the survey.</p>
6.	THE SUPER ALTRUIST	Donation by the Participant the total of 1100 Credits to charitable causes as part of the Gamification	102 Credits and 1 Medal	The Participant can earn Credits (including Medals) once only.
7.	ACTIVE PLAYER	Earning Credits in each stage of the Gamification, i.e. active participation in the Gamification from the first to the last stage	Max. 205 Credits and 1 Medal	The prerequisite for awarding Credits and the Medal is that the Participant completes at least 1 of the following Stage Tasks in each stage of the Gamification, i.e. confirmation of reading the



				<p>article, completing the quiz or performing the Quizzing.</p> <p>The Participant can earn Credits (including Medals) once only.</p>
8.	<p>WINNING CERTAIN NUMBER MEDALS</p>	<p>A OF</p> <p>Winning by the Participant of the following number of Medals for completing the Tasks described in items 1-7 of the table above:</p> <p>a) winning 10 Medals b) winning 20 Medals c) winning all Medals available in the Gamification</p>	<p>Max. 306 Credits</p> <p>The credit bonus is awarded under the following rules:</p> <p>a) 91 Credits for winning 10 Medals by the Participant;</p> <p>b) 102 Credits for winning 20 Medals by the Participant (with the proviso that the required total of Medals includes the Medals won by the Participant in accordance with item a) above);</p> <p>c) 113 Credits for winning by the Participant of all Medals possible to be won as part of the Gamification.</p>	<p>The Participant can earn Credits once only for each of the three credit thresholds.</p> <p>In the event that undue Medals are deducted from the Participant's Account (under Section 4.9 hereof), the credit bonus earned on their basis shall also be deducted.</p>



STAGE TASKS:				
9.	A VISIT TO AND ACTIVITY AT A PARTNER'S FACILITY	A visit by the Participant to a Partner's facility and use of the sports and recreational services offered at that facility as part of their Card subscription (e.g. visiting a gym).	125 Credits for each visit to a Partner's facility  Max. 250 Credits per week	<p>The Participant can earn Credits for activity at a Partner's facility a maximum of two times per week (a week counts from each Wednesday in the Gamification period from 00:00:01 to the following Tuesday until 23:59:59). Credits accrue for the first two activities of the week. These activities can take place on the same day.</p> <p>No Credits will be awarded for another activity in the same week (even if the next activity takes place at the facility of another Partner).</p> <p>Credits also accrue retroactively starting 5 June 2024, in case the visit took place before the Participant's registration in the Gamification.</p>
10.	A VISIT TO AND ACTIVITY AT A PARTNER'S FACILITY USING THE MULTISPORT APPLICATION	A visit by the Participant to a Partner's facility and use of sports and recreational services offered at that facility as part of their Card subscription (e.g. visiting a gym) while using the MultiSport Application to register the visit.	85 Credits for each visit to a Partner's facility  Max. 170 Credits per week	<p>The Participant can earn Credits for activity at a Partner's facility a maximum of two times per week (a week counts from each Wednesday in the Gamification period from 00:00:01 to the following Tuesday until 23:59:59). Credits accrue for the first two activities of the week. These activities can take place on the same day.</p> <p>No Credits will be awarded for another activity in the same week (even if the next activity takes place at the facility of another Partner).</p> <p>Credits also accrue retroactively starting 5 June 2024, in case the visit took place before the</p>



				Participant's registration in the Gamification.
11.	ARTICLE	Reading an article published on the Site.	47 Credits for reading the article Max. 517 Credits	<p>A new article is published on the Gamification Site, which the Participant can read. Credits are awarded when the Participant confirms reading the article by pressing a button below the article (the Participant must log into their SSO Account and access the Site). After 7 days from publishing the article, it is no longer possible to earn Credits for reading it.</p> <p>The Participant can earn Credits once only for one article.</p>
12.	QUIZ	Completing a quiz consisting of a set of closed-end questions.	10 Credits for each correct answer in the quiz. Max. 660 Credits for taking all the quizzes	<p>A quiz is provided on the Gamification Site for the Participant to solve. The individual quizzes allow the Participant to earn Credits for 1 minute. After that time, no more Credits for completing the quiz are awarded.</p> <p>Credits accrue separately for each quiz question. Only one answer to a question is correct. The maximum score (60 Credits) is awarded for all correct answers. If an incorrect answer is given to the question, the score for the completed quiz is respectively lower. To complete the quiz and get the score, the Participant should give answers to all the questions and press the "Finish" button (or equivalent).</p> <p>While taking the quiz, the Participant may not undo questions, refresh or leave the page displaying the quiz, as this will result in interrupting the quiz and the inability to return to it,</p>



				<p>and thus the inability to earn Credits.</p> <p>After pressing the “Finish” (or equivalent) button, improving the quiz score is possible – the Participant has a total of two attempts.</p> <p>The Participant can earn Credits once only for one quiz.</p>
13.	<p><b>QUIZZING BETWEEN PARTICIPANTS</b></p>	<p>Participation in a quiz together with another Participant; the quiz consists of the same set of closed-end questions for both Participants.</p>	<p>3 Credits for starting quizzing, which is understood as the Participant giving at least one answer in the quiz</p> <p>5 Credits for each correct answer</p> <p>30 Credits for a win or draw in quizzing with the other Participant</p> <p>Max. 638 Credits for participating in all quiz competitions</p> <p>Max. 58 Credits for participating in one quiz competition.</p>	<p>The Participant can take part in quiz competitions, which are made available one at a time in each stage as part of the ongoing Gamification. It is possible to start quizzing no later than by 11:30 p.m. on the last day of a given stage of the Gamification.</p> <p>To start quizzing, select the function enabling finding an opponent. From among the remaining Participants, the system will automatically make a random selection of an opponent with whom the Participant will solve a given quiz.</p> <p>After selecting the function enabling finding an opponent, the Participant can proceed to solve the quiz. The quiz will have the same content for both Participants taking it. Within the quiz, Credits are awarded for each question separately. Only one answer to a question is correct. The maximum score (25 Credits) is awarded for all correct answers. If an incorrect answer is given to the question, the score for the completed quiz is respectively lower. To complete the quiz and get the score, the Participant should give answers to all the questions and press the “Finish” button (or equivalent).</p>



			<p>The winner is the Participant from each pair who has given more correct answers in the shortest possible time.</p> <p>In the event that both Participants in the quiz competition get the same number of Credits for correct answers in the same time with millisecond accuracy (ex aequo situation), each Participant receives 30 Credits.</p> <p>To receive Credits for winning the quiz, the Participant must provide at least one correct answer.</p> <p>Credits will accrue after the quiz is completed by both Participants taking it.</p> <p>In the event that one of the Participants in a quiz competition does not start the quiz, the Credits for winning the quiz will be awarded to the second Participant who has completed the quiz by correctly answering at least one question. A situation where it was not possible to select an opponent for the Participant is treated as the victory of the Participant in a given quiz competition. In such cases, Credits will accrue upon completing the stage in question.</p> <p>After pressing the “Finish” (or equivalent) button, improving the quiz score is not possible – the Participant has one attempt only.</p> <p>Interruption of Participant’s participation in a quiz competition for technical reasons not attributable to the Organiser will result in the inability of that</p>
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			<p>Participant to continue the competition. While participating in a quiz competition, the Participant may not undo questions, refresh or leave the page displaying the quiz, as this will cause the quiz to be interrupted and the Participant will not be able to return to the quiz and earn Credits for it.</p> <p>The Participant has 1.5 minutes to solve a given quiz. If the time is exceeded, it will not be possible to answer the remaining questions or earn Credits for this.</p> <p>The Participant can earn Credits once only for one quizzing in a given stage.</p> <p>The Participant has only one attempt to solve the quiz, which means that they cannot solve the same quiz twice.</p>
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\* Detailed conditions and information about options for earning Credits for the various activities may be communicated to Participants through the Site or by e-mail.

3. The Participant can earn Credits (including Medals) for a given activity in the number indicated in the table in Subs. 1. The Organiser may stipulate that on selected days of the Gamification, Credits for a given activity will be awarded in a higher number than in the table in Subs. 1, of which the Organiser will inform the Participants each time on the Site and through notifications referred to in Section 10 hereof.
4. The Participant can earn Credits (including Medals) for a given activity once only, unless the table in Section 1 provides otherwise.
5. Credits accrue for the events registered in the Gamification system. Credits are awarded to the Participant's Account within two (2) hours of the event that is the basis for awarding them.
6. The competition committee may verify if the Credits (including Medals) are legitimately awarded and suspend awarding them by disabling the Participant's access to the Site in the event of a reasonable suspicion of an attempt to earn Credits in breach hereof. Awarding the Credits is suspended for the time necessary to verify if the Credits are legitimately awarded, not longer, however, than for seven (7) days. The Organiser shall notify the Participant of the above to the e-mail address assigned to the SSO Account.





7. Credits (including Medals) are awarded to the Participant from the moment they become a Participant until the end of the Gamification, or until the end of the Participant's participation in the Gamification, if earlier.
8. The Participant can check the number of Credits earned by logging into the SSO Account and accessing the Site.
9. Credits (including Medals) earned by the Participant illegitimately or as a result of violation of the Terms and Conditions shall be deducted from the Participant's Account as undue Credits (or Medals).

## **Section 5. Redeeming Credits for Guaranteed Prizes**

1. The Participant earns Credits for completing the individual Tasks described on the Site.
2. A certain number of Credits (including Medals) earned are rewarded in the Gamification in accordance with the rules described herein and published on the Gamification Site.
3. Participants with a certain number of Credits in the Gamification receive a top-up to the E-wallet, through which they can use the Credits to purchase the various Guaranteed Prizes available in the Prize Catalogue.
4. The Participant may redeem the funds accumulated in the E-wallet, expressed in Credits, for Guaranteed Prizes offered by the Organiser on the Site until 15 September 2024, only if their SSO Account and Card are still active. After 15 September 2024, Credits can no longer be redeemed for Guaranteed Prizes, and unused Credits are forfeited.
5. The Credits accumulated in the E-wallet can be redeemed for Guaranteed Prizes on the Site. To do this, the Participant must select an available Guaranteed Prize from the catalogue and confirm the desire to order it. When the desire to order the given Guaranteed Prize is confirmed, the order is forwarded for fulfillment and the Credits are deducted from the Participant's E-wallet, in accordance with the Guaranteed Prize's value expressed in Credits, as stated in the catalogue on the Site.
6. Credits may not be redeemed for cash.
7. The Organiser may request the Participant to confirm receipt of the Guaranteed Prize.
8. The Participant should prudently allocate Credits to purchase Guaranteed Prizes, as the Guaranteed Prizes ordered are not refundable in case of the Participant's mistake or desire to change, and the Credits redeemed for Guaranteed Prizes will not be returned to the Participant in such a situation.

## **Section 6. Guaranteed Prizes**

1. In order to receive a Guaranteed Prize, the Participant who has earned the required number of Credits (indicated on the Site), after logging in to the SSO Account and accessing the Site, should:
  - 1.1. select the type of Guaranteed Prize on the Site;
  - 1.2. select the "Order" option;
  - 1.3. confirm the selection by clicking on the appropriate button.
2. After ordering the Guaranteed Prize, the Participant will receive confirmation and the selected Voucher or cinema ticket.



3. The Organiser stipulates that the availability of the various Guaranteed Prizes may be limited. The Organiser will inform Participants on the Site if a given type of Guaranteed Prize is out of stock.
4. Guaranteed Prizes are delivered to the Participant in electronic form as Vouchers or cinema tickets, which are sent to the e-mail address assigned to the SSO Account and are available on the Site after logging in. Detailed information on Guaranteed Prizes, including expiration dates of the Vouchers, and the method of delivery is available on the Site.
5. The Guaranteed Prizes cannot be redeemed for cash.
6. Detailed information about the Guaranteed Prizes and how they are issued or redeemed is available on the Site.

### **Section 7. Awarding of In-kind Prizes**

1. The competition committee shall create a ranking of all Participants according to the number of total Credits they have earned throughout the Gamification.
2. For a specific place in the ranking, the competition committee awards In-kind Prizes:
  - 2.1. for the 1st to 3rd place in the ranking – Thermomix TM6 food processor;
  - 2.2. for the 4th to 183rd place – Garmin Venu Sq 2 watch;
  - 2.3. for the 184th to 1183rd place – JBL wireless supra-aural headphones and a sports towel.
3. In the event that Participants earn the same number of Credits in the course of the Gamification, the order of awarding the In-kind Prize will be determined by the sum of correct answers given by the Participant during Quizzing between Participants (the higher the score, the higher the place in the ranking), followed by the number of Medals won (the higher the number of Medals, the higher the place in the ranking), followed by the fastest time to win Medals for the following Tasks: profile completion, regularity, trying new facilities, survey, super altruist, inviting friends, active player (which means that a higher place in the ranking will be achieved by the Participant who earlier than others received the last of the Medals possible to win as part of the Gamification for a given Task from the categories described above).
4. The Participant will be informed about their place in the ranking and winning the In-kind Prize through a message sent to the e-mail address or phone number provided by the Participant within 9 days after the end of the Gamification. The prerequisite for awarding and presenting the In-kind Prize to the Participant is that the Participant has an active SSO Account and an active Card by 15 September 2024. In the message, the Participant will be informed that in order to provide the address to send the In-kind Prize, they must log in to the Gamification Site and use the form provided there. If the Participant fails to provide the address for shipping the In-kind Prize by 15 September 2024, the Participant's right to the In-kind Prize will expire and the Organiser may award it to the next person in the ranking.
5. The In-kind Prize will be sent by the Organiser to the address indicated by the Participant in accordance with Subs. 4 by 16 October 2024.
6. The Organiser may request the Participant to confirm receipt of the In-kind Prize.
7. The ranking will be kept at the Organiser's registered office.
8. One Participant may be awarded one In-kind Prize only.



## **Section 8. 6. Use of Credits for Charitable Causes**

1. The Participant may donate any number of Credits held in their Account to charitable causes, i.e. indicate the cause the Organiser should support from among the options available on the Site.
2. Donation of Credits to charitable causes consists in the Organiser, having collected the required number of Credits donated by the Participants for this purpose, donating to the entity specified on the Site the amount of money for the purpose of acquiring items or services that the entity needs. Detailed information about fundraisers and Credits required to make a donation is available in the Gamification.
3. The Participant's Credits are donated to charitable causes by means of an instruction placed in the Prize Catalogue, upon logging into the Gamification. The prerequisite for donating Credits to charitable causes is that the Participant has an active SSO Account and an active Card as of the date of placing such instruction.
4. The Organiser reserves the right to disable the option to donate Credits to charitable causes in the situation when the planned number of Credits has been collected, of which the Participants will be informed through the Gamification.
5. The Organiser reserves the right to make a donation to the entity referred to in Subs. 2, even if the required number of Credits donated by Participants for this purpose is not collected.

## **Section 9. Taxation of In-kind Prizes**

1. The Organiser shall be responsible for collecting and paying lump-sum personal income tax in the amount of 10% of the income to the bank account of the competent tax office, and issuing and sending PIT-8AR tax return to the tax office – for In-kind Prizes.
2. The Organiser shall grant the Participant an additional cash prize in the amount of 11.11% of the gross value of the In-kind Prize to cover the lump-sum income tax mentioned above.

## **Section 10. Communication and giving opinions as part of Gamification**

1. As part of Gamification, the Organizer communicates with Participants via e-mail, telephone or the Website.
2. Communication with Participants will relate directly to the course of Gamification and the Participant's activity and is an integral element of Gamification.
3. The Organizer allows Participants to express their opinions on Gamification.
4. The Organizer reserves the right to publish selected opinions of Participants about Gamification. Opinions selected by the Organizer may be published on the Website, as well as on the website [www.kartamultisport.pl](http://www.kartamultisport.pl), in the Organizer's social media, in particular on Facebook, LinkedIn and Instagram, paid campaigns, mailings, press articles, marketing articles, audiovisual materials and newsletters.
5. The Organizer takes due care to ensure that the published opinions are reliable and come from the Participants, in particular, in order to leave an opinion, the Participant must log in to his/her Account and complete the Task in the form of a final survey described in the table in § 4 of the Regulations by completing the appropriate field in the survey.



6. The Organizer may publish the content of the Participant's opinion, including his nickname used in Gamification, only after obtaining the Participant's prior consent.
7. The Organizer will not use opinions that raise reasonable doubts as to their truthfulness or which - in the Organizer's opinion - are unreliable or violate good practices, e.g. containing offensive or illegal content.
8. The Organizer will not format or distort the content of the Participants' opinions.
9. The Organizer is not obliged to publish any opinions of the Participants. The Organizer is entitled to delete them if, in the Organizer's opinion, it is justified, e.g. when the Organizer has reasonable doubts as to the truthfulness or reliability of the opinion.
10. The Organizer does not use opinions purchased, sponsored or obtained through barter, and does not post or order another person to post false opinions or distort opinions or recommendations in order to promote Gamification or any other services of the Organizer.

### **Section 11. Supervision of Gamification**

1. The competition committee, which includes representatives of the Organiser, is the supervising body for the Gamification.
2. The competition committee shall take actions regarding settlement of the Gamification and selection of winners according to the prepared ranking, including without limitation deciding on awarding In-kind Prizes, in accordance with the rules set forth herein. In addition, the competition committee ensures the proper conduct of the Gamification and resolves ongoing doubts about its course.

### **Section 12. Complaints**

1. All complaints related to the Gamification may be submitted at the complaining person's discretion:
  - 1.1. in writing, by a letter sent to the Organiser's registered office,
  - 1.2. in writing, by a letter submitted in person to the Organiser's registered office,
  - 1.3. by e-mail to: [letniagra@benefitsystems.pl](mailto:letniagra@benefitsystems.pl)
  - 1.4. using the contact form available on the Site.
2. A complaint should contain the complaining person's personal details (name and surname, Card number, if available), exact correspondence address or e-mail address for providing a response to the complaint, and a reason for complaint along with its description.
3. A response to the complaint is provided within up to thirty (30) days from receipt, unless unconditionally applicable law stipulates a shorter time limit to provide the response.
4. A response to the complaint is given in writing or by e-mail, depending on how the complaint is lodged.
5. Complaints are examined in accordance with these Terms and Conditions and the generally applicable laws in Poland.
6. If the complaining person does not accept the Organiser's response, they may assert their rights under applicable law by referring the case to a court, or if both parties so agree, by using out-of-court complaint handling and settlement methods. There is an ODR platform for online settlement of disputes between consumers and traders available at [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).



7. These Terms and Conditions do not exclude or limit any of the rights of consumers that they have under unconditionally applicable laws. Should there be a conflict between provisions of these Terms and Conditions and unconditionally applicable laws conferring certain rights upon consumers, the latter shall prevail.

### **Section 13. Loss of Participant Status**

1. The Participant may resign from participation in the Gamification at any time for convenience. For this purpose, the Participant should contact the Benefit Systems Customer Service (e.g. by e-mail or by phone; for contact details, see [www.gra.kartamultisport.pl](http://www.gra.kartamultisport.pl)) or submit an e-mail notice of resignation using the "Unsubscribe" function available in the e-mail correspondence received regarding the Gamification. The Organiser reserves the right to verify the identity of the person making such a request.
2. Given that in order to participate in the Gamification, the Participant must have an SSO Account and a valid (active) Card covered by the MultiSport Programme, the Participant's deletion of their SSO Account or deactivation of the Card automatically means cancellation of participation in the Gamification.
3. In the case referred to in Subs. 1 and 2 above, upon Benefit Systems' receipt of the Participant's notice of resignation from participation in the Gamification or upon deletion of the Participant's SSO Account or deactivation of the Card covered by the MultiSport Programme, the unused Credits become invalid and cannot be used to purchase Guaranteed Prizes.
4. The Organiser may immediately exclude from Gamification a Participant who:
  - 4.1. fraudulently influences the course of the Gamification or interferes with its mechanism in order to earn undue Credits;
  - 4.2. persistently or grossly acts in breach of the law, rules of social conduct or the Terms and Conditions during participation in the Gamification;
  - 4.3. on the date of joining the Gamification, did not meet the conditions for participation, if this is revealed after joining the Gamification (this particularly applies to situations where the Participant had made a false statement on fulfillment of conditions for participation in the MultiSport Programme);
  - 4.4. persistently or grossly breaches the "MultiSport Card Terms of Use".The Organiser shall notify the Participant of exclusion from the Gamification in accordance with provisions of this Subsection, in writing or by e-mail, stating the reason for exclusion. In such a case, the Participant shall lose unredeemed Credits in their Account.

### **Section 14. Publication of Image as Part of Gamification**

1. The Participant may post their profile picture on the Site. By posting their picture on the Site, the Participant agrees to its use by the Organiser throughout the Gamification, for the purpose of implementing selected Gamification features. The profile picture will be visible by other Participants during Quizzing between Participants and for the purposes of other Gamification features available on the Site. The profile picture may be removed or changed by the Participant at any time throughout the Gamification.
2. It is forbidden to place on the Site pictures or content that are unlawful, offensive, untrue, inconsistent with the laws generally applicable in Poland, promoting violence, morally reprehensible or violating generally recognised decency, as well as content and pictures having the nature of advertising and promotional activities.



3. Upon uploading their picture to the Site, the Participant declares that they grant the Organiser a royalty-free, non-exclusive license to the uploaded picture for the duration of the Gamification, to the extent of recording by any technique, regardless of the medium, format and standard, multiplication by any technique, dissemination in the form of digital or electronic recording, as well as public performance, reproduction or release to the general public in Poland and abroad in such manner that anyone may have access thereto at the venue and time of their choosing.

### **Section 15. Amendments to these Terms and Conditions**

1. The Organiser may amend the Terms and Conditions for an important cause. In any case, such a change must not be retroactive and in particular must not deprive Participants of the rights acquired under the existing provisions hereof, nor lead to a major change in the public promise made by the Organiser. The Terms and Conditions may be amended for the following important causes:
  - 1.1. a change in the generally applicable laws or their interpretation by the authorities, directly affecting provisions hereof and resulting in the need to adapt these Terms and Conditions to such an amendment or interpretation;
  - 1.2. a decision, ruling or a similar instrument issued by a court or competent public authority, directly affecting the Terms and Conditions and resulting in the need to amend the Terms and Conditions to adapt them to such a decision, ruling or a similar instrument;
  - 1.3. introduction of additional options of earning Credits;
  - 1.4. extension of duration of the Gamification or change of other dates specified herein;
  - 1.5. prevention of breaches hereof or abuses;
  - 1.6. elimination of uncertainties or interpretation doubts affecting provisions hereof;
  - 1.7. change in the process of Participants joining the Gamification;
  - 1.8. expansion or change of Gamification features;
  - 1.9. expanding the Programme to include new communication platforms;
  - 1.10. changes to names, addresses or other corporate details stated herein.
2. The Organiser shall communicate changes hereto to the Participants, to the e-mail address given in connection with participation in the Gamification, by sending the amended Terms and Conditions and stating the effective date thereof, which shall be at least seven (7) days of the date of sending the notification of amended Terms and Conditions. An announcement on the amendment of the Terms and Conditions shall be also published on the Site in advance.
3. The amended Terms and Conditions shall apply to the Participant who does not resign from participation in the Gamification before the effective date of the amended Terms and Conditions. Resignation from participation in the Programme is made pursuant to the rules specified in Section 13 hereof.

### **Section 16. Personal Data**

1. The Organiser acts as a controller of the Participant's personal data in accordance with the provisions of the GDPR.
2. Detailed information about the processing of personal data is available on the Site and in our Privacy Policy at: <https://www.benefitsystems.pl/polityka-prywatnosci/>.



## Section 17. Final Provisions

1. The Organiser hereby informs that it is not responsible for:
  - 1.1. malfunctions or interruptions in the operation of the Site that may arise for reasons attributable to the Participant, technical reasons, changes in the operating system on the Participant's device or incompatibility of other software on the device;
  - 1.2. technical interruptions resulting from the Participant's inaccessibility to the Internet;
  - 1.3. non-performance or inadequate performance of its obligations resulting from force majeure, i.e. circumstances beyond the Organiser's control, which the Organiser could not reasonably foresee or prevent, including disasters, natural disasters, fires, floods, wars, strikes, riots, and weather conditions that would permanently or temporarily prevent or hinder the use of all or part of the functionality of the Programme and the Site;
  - 1.4. consequences resulting from the Participant's failure to comply with the provisions hereof.
2. Notwithstanding the foregoing, the Organiser shall use every effort to ensure the operation of all the Programme and Site features offered, in particular by ensuring ongoing repair of malfunctions.
3. Detailed information about the Gamification and conditions for participation is available on the Site.
4. The Terms and Conditions are available on the Site and can be downloaded for free in the PDF format.
5. These Terms and Conditions shall be governed by the law generally applicable in Poland.
6. The Terms and Conditions are available in two language versions: Polish and English. If there is a discrepancy between the Polish-language version and the English-language version hereof, the former shall prevail.
7. A website dedicated to Gamification is available in Polish and English.