

# PROMOTION TERMS AND CONDITIONS

## SWOP5

This document sets out the detailed terms and conditions of the “**SWOP5 – 5%**” promotional campaign organised via the **swopify.com** platform (this document shall hereinafter be referred to as the “**Promotion Terms and Conditions**”).

Capitalised terms or definitions used in these Promotion Terms and Conditions shall have the meanings assigned to them in the overarching document, i.e. the Terms and Conditions of Use of the **swopify.com** platform for Buyers (hereinafter referred to as the “**Terms and Conditions**”).

## I. INTRODUCTORY PROVISIONS

1. These Promotion Terms and Conditions set out the rules for the “**SWOP5**” promotion (hereinafter referred to as the “**Promotion**”) conducted via the **swopify.com** Platform and using the tools made available on the Platform.
2. The organiser of the Promotion is the Platform Administrator – EGIDA ECO Solutions limited liability company with its registered office in Warsaw (Poland), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under number 0001133818, REGON: 529970909, NIP: 5253021377, share capital PLN 50,000.
3. The Promotion is open to natural persons with full legal capacity.
4. This document is available continuously and free of charge via the website <https://swopify.com/pl-en/>, in a manner enabling users to obtain, reproduce and record its content, including by printing or saving it to a storage medium at any time.
5. At the request of any User, this document shall be made available in a manner that enables the User to obtain, reproduce and record its content using the ICT system they use (i.e. by email).

## II. PROMOTION TERMS

1. The promotion consists of granting a ‘**SWOP5**’ discount on the value of the basket, i.e. the sale price of a specific category of Products – used and refurbished electronic devices. The promotion applies to devices in the Smartphone category.
2. The discount is applied in the basket (after entering the relevant discount code), provided that the basket value is at least PLN 500.00 (five hundred zlotys). This is a basket discount –

it is only updated after entering the discount code before payment and once the specified conditions have been met (the discount is not applied automatically).

3. The Promotion runs from 12 May 2026 at 00:00 until 31 May 2026 at 23:59.
4. The Sales Agreement for Products covered by the Promotion is concluded between the Seller and the Customer (Buyer) via the Platform. The Platform Administrator is not a party to the Sales Agreement.
5. Detailed information about the Seller (the entity responsible for fulfilling the Sales Agreement) will be visible after completing the registration form (via the Account – Customer panel), as well as upon provision of the shipping label.
6. In the event that the Customer withdraws from a Sales Agreement to which the above-mentioned discount was applied, the Customer is not entitled to a refund of the discount used or its equivalent. The Customer shall receive a refund in the same amount and form of payment as that used for the aforementioned transaction.
7. The discount cannot be exchanged for a cash or non-cash equivalent.

### **III. TERMS AND CONDITIONS OF PARTICIPATION IN THE PROMOTION**

1. Any customer (hereinafter referred to as the “**Customer**”) who expresses a wish to participate in the Promotion under the terms set out in these Promotion Terms and Conditions may take part in the Promotion. By entering the Promotion, the Customer declares that they have read these Promotion Terms and Conditions and accept their provisions in full.
2. Participation in the Promotion is voluntary.
3. The Customer is entitled to participate in the Promotion multiple times during its duration. A condition for each participation in the Promotion is that the Customer meets the conditions set out in these Promotion Terms and Conditions.
4. In order to take part in the Promotion, the Customer must, during the Promotion period:
  - 4.1. add any selected Products from the Smartphone category (covered by the Promotion) to the Order basket with a view to making a purchase,
  - 4.2. enter and accept the discount code in the designated field in the basket,
  - 4.3. complete the purchase process in accordance with the procedure described in the Terms and Conditions.

5. Once the conditions referred to above have been met, the value of the Sales Contract being concluded (the price of the purchases made) will automatically be reduced in the order basket by the discount, i.e. 5% (in words: five per cent).

## **IV. COMPLAINTS**

1. The Customer may submit a complaint to the Promotion Organiser in connection with their participation in the Promotion.

2. Complaints relating to the Sales Agreement will be handled by the Seller who sold the Product. Complaints regarding the Product must be submitted in accordance with the terms of the Terms and Conditions.

3. All complaints may be submitted via the Helpdesk communication tool. The Customer should complete the available complaint form (from their Account).

4. The deadline for considering a complaint relating to participation in the Promotion is 30 days.

5. The Administrator provides Customers with the Helpdesk communication tool, which enables them to submit a complaint online directly to the Seller (in accordance with the above guidelines) or to the Administrator. The Seller and the Administrator are informed of the Customer's complaint.

6. The Seller and the Administrator shall not be liable for any pecuniary or non-pecuniary damage incurred by the Customer through no fault of their own in connection with their participation in the Promotion.

7. The Seller and the Administrator shall not be liable for any damage suffered by the Customer in connection with the Customer providing any incorrect data or information necessary for participation in the Promotion, or the Customer making false statements in connection with their participation in the Promotion.

8. The provisions of these Promotion Terms and Conditions do not infringe upon or limit the Customer's rights under the warranty and guarantee relating to the subject matter of the Sales Contract or similar obligations, in accordance with applicable law or the Terms and Conditions.

## **V. PROCESSING OF PERSONAL DATA**

1. The Controller is the controller of the personal data provided by the Customer in processes related to the use of the Platform and other electronic services. Information on the processing of personal data by the Controller can be found in the Privacy Policy. The Privacy Policy is available on the Platform's website at: <https://swopify.com/pl-en/data-protection-and-cookies>.

2. The controller of Customers' personal data to the extent necessary for the conclusion of the Product Sales Agreement is the relevant Seller (who sells the Product).

3. Customers' personal data is processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119/1, 4 May 2016) – hereinafter the “GDPR”; and the Act on the Protection of Personal Data of 10 May 2018 (Journal of Laws of 2018, item 1000, as amended), as well as other applicable legal provisions.

4. Customers' personal data will be processed for the period necessary to perform the Sales Agreement and for the duration of the Promotion.

5. The provision of personal data by Customers is voluntary; however, failure to provide such data will result in the inability to participate in the Promotion and to conclude the Sales Agreement. The provision of personal data is necessary for the conclusion and performance of this agreement.

## **VI. LIABILITY OF THE CONTROLLER**

1. The Controller is in no way the entity selling the Products covered by the Promotion. These Products are sold directly by the Sellers.

2. With regard to the sale of Products, the Administrator acts as a mere intermediary (including by providing a tool for the implementation of the Promotion) and cannot be held liable in the event of a dispute relating to the sale of Products. The Administrator's assistance within the framework of the Promotion does not exclude or limit the Seller's liability towards the Customer.

## **VII. AMENDMENTS TO THE PROMOTION TERMS AND CONDITIONS**

1. The current version of these Promotion Terms and Conditions is published via the Platform.

2. Amendments to the Promotion Terms and Conditions may be made in accordance with the procedure described in the Terms and Conditions.

3. The Administrator reserves the right to amend these Promotion Terms and Conditions at any time.

4. Amendments to these Promotion Terms and Conditions shall not affect the terms and content of Product sales contracts concluded prior to the introduction of such amendments, nor shall such amendments adversely affect rights previously acquired by Customers.

## VIII. FINAL PROVISIONS

1. The promotion described in these Promotion Terms and Conditions cannot be combined with other promotions or competitions available on the Platform.
2. Promotions on the swopify.com Platform are held periodically. The duration of each promotion is specified by the Platform Administrator in the offer announcing the promotion.
3. The Promotion Organiser reserves the right not to be held liable for: events preventing the proper conduct of the promotional campaign which it was unable to foresee or prevent, in particular in the event of fortuitous events, including force majeure.
4. This Promotion is not a game of chance within the meaning of the Act of 19 November 2009 on gambling.
5. The Promotion does not constitute an offer or a public promise within the meaning of the Civil Code.
6. Any enquiries regarding the Promotion should be submitted via the Helpdesk communication tool or sent to: kontakt@swopify.com
7. These Promotion Terms and Conditions are governed by and construed in accordance with Polish law, and any disputes arising from their application shall be settled by the competent common court.
8. In matters not covered by these Promotion Terms and Conditions, the provisions of the Terms and Conditions shall apply.