

TERMS AND CONDITIONS OF THE "BATIEU REWARDS" PROMOTION

These Terms and Conditions set forth the operational rules of the "BATIEU REWARDS" promotional program (hereinafter: the "**Promotion**"), conducted via the Batieu platform www.batieu.com. This document serves as the legal basis for using the rewards offered to PRO Users and specifically defines:

1. Rules of participation: Who is eligible and under what conditions they can access the rewards.
2. Reward allocation mechanism: Quantitative and time limits, as well as the technical method for generating promotional codes.
3. Complaint procedure: Rules for reporting irregularities related to the operation of the voucher system.
4. Privacy protection: Rules for sharing and processing personal data for the purpose of redeeming rewards with Partners.

These Terms and Conditions aim to ensure transparency in the cooperation between Batieu, PRO Users, and the Partners providing the end services. Participation in the Promotion constitutes unconditional acceptance of the following terms.

§ 1. CONTRACTUAL DEFINITIONS

The terms used in these Terms and Conditions shall have the following meanings:

1. **Batieu** – CePixel Sp. z o.o. with a share capital of PLN 80,000.00 (in words: eighty thousand zloty), headquartered in Rzeszów, registered with the District Court in Rzeszów, XII Commercial Division of the National Court Register under KRS number 0000427180, NIP 5170359760, acting as the operator of the platform www.batieu.com and providing the infrastructure for generating rewards.
2. **PRO User** – a natural person at least 18 years of age with full legal capacity conducting business activity, a legal person, or an organizational unit without legal personality conducting business activity, capable of acquiring rights and incurring obligations in its own name, who holds an active and paid PRO Package on the Batieu platform.
3. **Partner** – an external entity (entrepreneur) cooperating with Batieu, offering PRO Users specific discounts, rebates, or additional services under the Reward.
4. **Reward** – a unique alphanumeric code or an electronic document generated via the Batieu platform, entitling the PRO User to benefit from the Partner's offer under the conditions specified in the Promotion.
5. **PRO Package** – a paid subscription service offered by Batieu, providing access to extended platform functions and entitling the user to participate in this Promotion.
6. **Organization** – a unique account of a business entity registered on the Batieu platform, under which the PRO Package has been purchased.

§2.GENERAL PROVISIONS

1. The Promotion Organizer is Batieu.
2. The Promotion runs from May 1, 2026, for a period of 12 months (until April 30, 2027)
3. The Promotion is addressed exclusively to PRO Users.
4. Participation in the Promotion requires an active, paid PRO subscription at the time of Reward generation.
5. Joining the Promotion is done by selecting a Reward and completing the form available at batieu.com/rewards/.

§ 3. RULES FOR USING REWARDS

1. In each calendar month of the Promotion, one PRO User is entitled to download one Prize available in the prize pool. The prize pool and the list of prizes constitute Appendix No. 1 to these Terms and Conditions.
2. Each Prize is for one-time use and has a unique code assigned to the User.
3. The Promotion period is non-continuous. For Users who purchase the PRO Package during the Promotion, the right to use the Prizes expires upon the end date specified in § 2 section 2 of the Regulations. Joining the Promotion at a later date does not constitute grounds for a claim to extend the validity of promotional offers for such a User.
4. Activation of the Prize occurs within 10 business days from the moment it is generated on the platform.

§ 4. ROLE OF BATIEU DURING THE PROMOTION

1. Batieu acts solely as an information and promotion platform.
2. Batieu is not the seller of products or services offered by Partners and does not issue invoices for services acquired using the Prize.
3. Batieu is not responsible for:
 - non-performance or improper performance of the service by the Partner,
 - the quality, hidden defects, or safety of products/services covered by a voucher
 - the availability of appointments/dates at the Partner.
4. Any claims related to the provision of the service, including guarantee and warranty claims, shall be directed by the User directly to the selected Partner.

§ 5. REDEMPTION OF THE REWARD AND RELATIONSHIP WITH THE PARTNER

1. The entity responsible for applying the discount and providing the final service is the Batieu Partner.
2. Detailed terms and conditions for redeeming the Prize shall be agreed upon based on individual arrangements between the Partner and the User.
3. Any disputes regarding the provision of the service or the sale of goods shall be resolved exclusively between the User and the Partner.

§ 6. PERSONAL DATA PROTECTION (GDPR)

1. The controller of the PRO Users' personal data is Batieu.
2. For the purpose of implementing the promotion, User data necessary to verify the Prize (e.g., company name, Tax ID/VAT EU, e-mail) may be transferred to the Partner, of which the User will be informed in a separate e-mail. The transfer of data occurs at the moment the User selects a specific Prize, which is equivalent to a request for fulfillment.
3. Personal data of participants are processed for the following purposes:
 - a. related to the organization of the Promotion, including, among others, determining and awarding prizes (legal basis: Article 6③(b) of the GDPR). Data obtained for this purpose will be processed for the period necessary to conduct the contest and award contest prizes or until consent is withdrawn;
 - b. related to the fulfillment of the Controller's legally justified interests, such as handling potential complaints and claims from Participants and for evidentiary purposes for defense in matters concerning claims related to the Contest (legal basis: Article 6③(f) of the GDPR). For this purpose, data will be processed until the legitimate interest ceases or an effective objection to data processing on the aforementioned legal basis is lodged.
 - c. to fulfill the Controller's legal obligations (Article 6③(c) of the GDPR), including obligations related to potential tax payment on winnings and other obligations resulting from legal provisions binding the Controller, including keeping accounting records. For this purpose, data will be processed for a period of 5 years, starting from the beginning of the year following the financial year to which the data relates.
4. Users have the right to: request access to their personal data, rectification, data portability, restriction of processing, and the right to object to the processing of data related to the Promotion by contacting the Controller directly.
5. Participants also have the right to lodge a complaint with the President of the Personal Data Protection Office (UODO).

§ 7. COMPLAINTS

1. Complaints regarding the functioning of the Batieu platform (e.g., errors when generating a code) should be reported to complaint@batieu.com
2. The Organizer will resolve the complaint within 14 business days.
3. Complaints regarding the fulfillment of Prizes (i.e. services or products provided by a Partner) should be submitted directly to the entity carrying out the service. Batieu may act as an intermediary in communication, but it does not become a party to the dispute.

§ 8. AMENDMENTS TO THE REGULATIONS AND RESERVATIONS

1. The Organizer reserves the right to amend the Regulations in the event of:
 - changes applicable laws,
 - changes in the Partners' offers or termination of cooperation with a given Partner,

- the need to improve the operation of the promotion.
- 2. Users will be informed of any changes with 7 days' notice via email or through notification on the platform.
- 3. The Organizer reserves the right to withdraw a specific Partner's offer earlier without providing a reason, while ensuring the availability of other offers within the monthly limit.