

## -5% FOR SIGNED-IN USERS

(hereinafter: the "Promotion")

### I. General Provisions

1. These Terms and Conditions of the Promotion define the scope, terms and conditions of use and the complaint procedure of the Promotion, as well as the obligations of the Organiser and the entitlements of the persons participating in the Promotion.
2. The Organiser is: **OTCF S.A. with its registered office in Kraków**, ul. Saska 25C, 30-720 Kraków, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków under KRS number: 0000555276, amount of share capital PLN 7,384,500 (fully paid up), NIP: 9451978451, REGON: 356630870, BDO: 000005025 (hereinafter: „Organiser”).

### II. Terms and Conditions of the Promotion

1. The Promotion is organised in the Organiser's on-line store of Outhorn brand, operated at: <https://eu.outhorn.com/> (hereinafter referred to as: “On-Line Store”) and in the Outhorn application.
2. Customers as defined in the [Terms and Conditions of the On-Line Store](#) can take part in the Promotion.
3. Duration of the Promotion: 01.01.2024 at 00:00 until 31.03.2024 at 23:59.
4. The Promotion consists in granting a 5% discount on Outhorn products (hereinafter: "Promotional Products"), available in the Online Store offer.
5. The conditions for using the Promotion are to set up and sign in to the User Account within the meaning of the Store Regulations Online in the Online Store. Detailed rules for creating a User Account and its maintenance are regulated by Chapter IV of the Online Store Regulations.
6. The 5% discount is calculated from the current price of the Promotional Product. In the event that during the Promotion period The Promotional Product is subject to a different price reduction, promotions do not combine, and the price applicable to the Customer will be resulting from a promotion granting a larger discount.
7. Prices and availability of Promotional Products during the Promotion are subject to change.

### III. Return of Promotional Products

1. Customers who are consumers within the meaning of Art. 221 of the Civil Code may withdraw from the contract of sale of the Promotional Products and return the Promotional Products to the Organiser according to the terms and conditions specified in [Chapter XIII of the Terms and Conditions of the On-Line Store](#) and in the Help section, in the [Right of withdrawal](#) tab, available on the website of the On-Line Store.
2. The provision of section 1 also applies to a natural person concluding a contract directly related to his or her business activity if it results from the content of this contract that it does not have a professional character for this person, particularly resulting from the subject of his or her business activity, disclosed on the basis of the regulations on the Business Activity Central Register and Information.

### IV. Complaints

1. Customers using the Promotion may submit complaints regarding the Promotion, in particular the terms and conditions of the Promotion, to the Organiser (hereinafter referred to as: "**Complaints**") in any manner that sufficiently reveals their will.
2. In order to facilitate the submission of a Complaint, the Organiser recommends that the Complaint:
  - a) contains, in particular, the following data: full name, e-mail address or telephone number, reason for the Complaint,
  - b) be sent electronically to the following address: [bok@otcf.pl](mailto:bok@otcf.pl) or in writing to the Organiser's registered office address: OTCF S.A., ul. Saska 25C, 30-720 Kraków with a note: “Complaint”.
3. The Customer using the Promotion does not have to follow or accept the above recommendations of the Organiser, and the non-acceptance shall not affect the validity of the Complaint submitted with the omission of the above recommendations.
4. In the event of any deficiencies which make the submitted Complaint inconsiderable, the Organiser shall request their completion in accordance with the address data of the Customer using the Promotion indicated in the Complaint.
5. The Organiser shall process every Complaint and respond to it by giving an immediate reply on the manner in which it is processed immediately, no later than within 14 days from the date of lodging the Complaint. The Organiser will inform about the outcome of the consideration of the Complaint in the way indicated in the Complaint, and if this way is not indicated, in a manner similar to the manner in which the Complaint has been lodged.
6. Complaints relating to the Promotional Products shall be dealt with by the Organiser in accordance with generally applicable laws, i.e. in the case of Promotional Products purchased by:
  - a) Consumers and Persons with Consumer Rights - based on the provisions of the Act on consumer rights of 30 May 2014 (Journal of Laws 2020.287), based on the rules of the seller's liability for non-compliance of the goods with agreement,
  - b) other entities - based on the provisions of the Civil Code, on the basis of the seller's liability rules warranty for defects.

Detailed information regarding complaints about goods is available on the website of the Online Store in Chapter IX of the Terms and Conditions of the Online Store and in the Customer Service section under the Complaints tab.

## **V. Personal Data Protection**

Detailed rules concerning the processing and protection of personal data are provided [Chapter XVI of the Terms and Conditions of the On-Line Store](#).

## **VI. Final Provisions**

1. In matters not covered by these Terms and Conditions of the Promotion, the provisions of the [Terms and Conditions of the On-Line Store](#) and the provisions of Polish law, in particular the Act of 23 April 1964 The Civil Code and the Act of 30 April 2014 on consumer rights shall apply.
2. The Organiser reserves the right to make changes to the Terms and Conditions for important reasons including:
  - a) changes in legislation governing distance selling;
  - b) organisational reasons affecting changes in: address data, name or legal form of the Organiser;
  - c) technical or technological changes affecting the functionality of the Online Store;
  - d) acting for the benefit of Customers by extending the duration of the Promotion or increasing the range of Promotional Products.
3. Customers using the Promotion shall be informed of the change to the Terms and Conditions by publishing them on the Online Store website.
4. Amendments to the Terms and Conditions shall enter into force 1 calendar day after the amendments have been published.
5. These Terms and Conditions shall come into force on 01.01.2024. These Terms and Conditions are available on the website of the On-Line Store in the Terms and Conditions section, in the [Promotion Regulations](#) tab.