

TERMS AND CONDITIONS OF THE PROMOTION

-5% FOR SIGNED-IN USERS – 4F MOBILE APP

(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 online store, operated at 4F mobile application (“Application”).
2. The Promotion is open to Customers as defined in the Terms and Conditions available in section Settings in Application.
3. Duration of the Promotion: 01-03-2024 at 00:00; GMT+1 until 31-03-2024 at 23:59; GMT+1.
4. The Promotion consists in granting a 5% discount on 4F, 4F Junior 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 in Application. Detailed rules for creating a User Account and its maintenance are regulated by in the Terms and Conditions available in section Settings in Application.
6. The 5% discount is calculated from the current price of the Promotional Product.
7. If, during the Promotion, the Promotional Product is subject to a price reduction, except for the cases referred to in subsection 8 below, 5% discount is combined with this price reduction.
8. The discount cannot be combined with other promotions, discount campaigns, coupons, loyalty cards, vouchers etc.
9. Prices and availability of Promotional Products during the Promotion are subject to change.

III. Return of Promotional Products

1. In the case of purchases in the Online Store, Customers who are consumers within the meaning of Article 22¹ of the Civil Code (hereinafter: "Consumers"), may withdraw from the contract for the sale of Promotional Products and return Promotional Products The Organizer on the terms set out in the Terms and Conditions available in section Settings in Application.
2. The provision of subsection 1 shall also apply to a natural person who concludes a contract directly related to his business activity, if it is apparent from the content of that contract that it does not have a professional character for that person, arising in particular from the subject matter of his business activity made available on the basis of the provisions on the Central Register and Information on Business Activity.

IV. Complaints

1. Customers using the Promotion may make complaints about the Promotion, in particular the Terms and Conditions of the Promotion, to the Organiser (hereinafter referred to as: "**Complaints**") in any manner that sufficiently discloses their intent.
2. In order to facilitate the submission of the Complaint, the Organiser recommends that the Complaint:
 - a) includes, in particular, the following details: name, surname, e-mail address or telephone number, reason for the Complaint,
 - b) is directed by e-mail to: support@4fstore.com or in writing to the Organiser's registered office address: OTCF S.A., ul. Saska 25C, 30-720 Kraków with the note: "Complaint".
3. The above-mentioned recommendations of the Organiser do not have to be used or followed by the Customer using the Promotion, and not following them does not affect the effectiveness of the submission of Complaints submitted ignoring the above-mentioned recommendations.
4. If there are any deficiencies in the submitted Complaint which make it impossible to process it, the Organiser shall request their completion in accordance with the address details of the Customer using the Promotion indicated in the Complaint.
5. The Organiser shall consider each Complaint and respond to it by providing a response on how it has been dealt with immediately, but no later than within 14 days of the date of submission of the Complaint. The Organiser shall advise on the consideration of the Complaint in the manner indicated in the Complaint, or if this manner is not indicated, in a manner analogous to the manner in which the Complaint was submitted.
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 in the Terms and Conditions available in section Settings in Application 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 regulated in the Privacy Policy.

VI. Final Provisions

1. In matters not covered by these Terms and Conditions of the Promotion, the provisions of in the Terms and Conditions available in section Settings in Application 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 on the main page of Application;
 - 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 on the main page of Application.
4. Amendments to the Terms and Conditions shall enter into force 1 calendar day after the amendments have been published.
5. This Version of the Terms and Conditions is valid from 01-03-2024.
6. These Terms and Conditions are available in section Settings in Application.