

Priceless® Specials – Poland - Terms and Conditions

The date of entry into force is 6th December 2023.

- 1. Introduction** – The Priceless® Specials program (also called: Bezcenne Chwile) (the "Program") is a cardholder loyalty program governed by these Rules and operated in Poland subject to point 5 and 16 below. The Program is organized by Mastercard Europe SA, a Belgian company registered at the Commercial Court of Nivelles (enterprise number RPR 0448038446), with office at 198/A, Chaussée de Tervuren, 1410 Waterloo, Belgium, operating in Poland through Mastercard Europe SA Oddział w Polsce ("Mastercard").

These Rules are separate from the agreement you have with your Financial Institution for your Card. Any questions or issues regarding your Card, your bank account or any other financial services should be directed to your Financial Institution, and not to Mastercard. Mastercard is NOT a financial institution and does not issue credit, debit or any other payment cards of any type or nature. Mastercard is only responsible for the Program. Unless as otherwise specified in these Rules, none of the terms of any agreement between you and your Financial Institution has any effect on, or relationship with these Rules.

- 2. Definitions** – In these Rules:

„Account” means the Card account in your name (or in the company's name in the event of a Commercial Card) which is held at your Financial Institution.

„Card” means your payment card and/or card or non-card-based payment instrument issued within the territory of Poland by your Financial Institution under a Mastercard brand (such as Debit® Mastercard, Mastercard® or Maestro card) or any other instrument available in any payment scheme or payment system accepted by Mastercard, including a Commercial Card, and which is the object of your Enrollment into the Program.

„Card Agreement” means the agreement between yourself and your Financial Institution regarding the issuance of your Card.

„Card User” in relation to a Program which concerns a Commercial Card means an employee or other associate of an entrepreneur enrolled into such Program, who is the holder of company's Commercial Card.

„Commercial Card” means a Card which allows a cardholder to perform transactions from account of an entrepreneur and which is used for purposes related to such entrepreneur's business and/or professional activity.

„Enrollment” means the completion of the following process: firstly, the execution of your agreement with us for your participation in the Program (by expressly consenting to participate in the Program, accepting the Rules and granting other mandatory consents); and secondly, the setup of your Program Account by Mastercard (which will not take more than 14 business days as of the execution of your agreement with us). Enrollment causes a Card to be registered in the Program. In case the



Financial Institution enables enrolment of all cards (including future cards) at once, Enrollment causes registering all Mastercard cards issued by such Financial Institution for you into the Program, including cards issued in the future.

“Enrolled Card” means the Card which was identified by your Financial Institution as eligible for the Program and through which you have been enrolled into the Program;

“Financial Institution” means the issuing bank or other financial institution established and/or operating within the territory of Poland which issues your Card.

“Offer” means a financial discount or rebate or other advantage which is related to a product, product group or service and which is made available to you under this Program by a Program Partner, your Financial Institution or Mastercard, including Mastercard Pay With Rewards™ functionality (if available pursuant to separate terms and conditions).

„Points” means the points provided by Mastercard, your Financial Institution or a Program Partner, which you can earn and redeem under the Program or a Sub-Program

“Program” means the Priceless® Specials program (also called: Bezcenne Chwile) in Poland, a points-based loyalty rewards program organized by Mastercard within the territory of Poland subject to point 5 and 16 below in which you are enrolled by expressly agreeing to participate in the Program during the Enrollment process. In marketing communication Mastercard may use other trade names to describe the Program.

„Program Account” means the non-public space on the Program Site and/or the Program App that can be accessed by you and/or the card user after your enrollment into the Program, by submitting your authentication information.

“Program App” or **“App”** means a mobile application developed by Mastercard for the Program.

„Program Partners” means the entities with registered office in Poland or outside of Poland who provide opportunities to earn Points and/or qualify for Offers under the Program. The current list of Program Partners is available on the Program Site/ via the Program App.

“Program Site” means the website portal of the Program at www.bezcennechwile.mastercard.pl (or other address communicated to you), including your personal page containing information on your participation in the Program.

“Promotion” means any commercial promotion, including without limitation any prize draw, tombola, competition, promotional lottery or other promotional action organized by Mastercard or on our behalf, or by Program Partners or Redemption Partner and directed to you.

“Redemption Partners” means the companies who provide opportunities to redeem

Points and/or Offers under the Program. The current list of Redemption Partners is available on the Program Site/ via the Program App.

"Rewards" means the products and services, which are sourced by Redemption Partner, Program Partner, your Financial Institution or Mastercard, and are listed at the time of redemption in the Rewards Catalogue or communicated to you either directly by the entity that sources the Reward or by electronic means of communication (such as e-mail or App push function).

"Rewards Catalogue" means a catalogue which lists a selection of Rewards available for a Program, Sub-Program, and/or individually to you and which can be accessed on the Program Site/ via the Program App.

"Program Centre" means the call center we maintained to answer queries about Points/Offer, the Rewards and the Program generally as well as to provide a contact to redeem your Points/Offer. You may contact the Program Center at the numbers indicated on the Program Site/Program App or on your Financial Institution website.

"Sub-Program" means a Program organized for a specific Card (for example, a Commercial Card Program or a Debit® Mastercard Card Program) or type of customers, depending on the needs of your Financial Institution and which may be offered under separate trade name.

"Rules" means these terms & conditions which govern the Program.

"Status" means your status in the Program depending on the total amount of transactions made with the Card in the past. Detailed rules and conditions for obtaining particular Statuses, as well as benefits related to the given status, are available through the Program Site/App.

"We", „we" or „us" means Mastercard.

"Writing" includes any written manner of communication including writing, electronic or document form.

"You" or „you" means you, the consumer, or the entrepreneur (in case of the Commercial Card) in whose name the Account is opened and maintained.

- 3. Enrollment and Participation** – Your participation in the Program will start with your Enrollment conducted (i) by your Financial Institution or (ii) directly, via the Program Site, via the Program App (if available) and/or any other channel made available by Mastercard. Your Financial Institution or We (in the case of direct enrollment) receives (receive) your declaration on enrollment (in the case of Commercial Cards – together with required declarations of the card user), respectively, (i) at time of Card application or your application to participate in the Program and sends a file with your enrollment information through to us. Your declaration on enrollment into the Program may also be submitted through a single sign-on from your Financial Institution's website – in case where the enrollment is conducted by your Financial Institution; or (ii) at the time of your application to participate in the Program submitted directly to us – in case where the enrollment is conducted directly by us (if applicable). Upon enrollment you will be able to earn and redeem Points/Offer,



subject to these Rules. Mastercard does not charge any fees for your participation in the Program. You will be notified subsequently in case of any intention to introduce any fees by Mastercard. The foregoing does not preclude charging of fees in connection with your participation in the Program by your Financial Institution based on separate agreements with you. You will receive paper or electronic copies (if applicable) of your documents for the Program at the moment of your Enrollment. Additionally, we – in case where the enrollment is conducted directly by us (if applicable), or your Financial Institution – in case where the enrollment is conducted by your Financial Institution – will store them and will make them accessible to you if you require. If you are a consumer, up to 20 (twenty) Cards issued for the given cardholder, including up to 10 (ten) Cards issued by a single Financial Institution, may be registered with the Program (including Sub-Programs) at the same time; within 12 calendar months you may add up to 5 (five) Cards instead of Cards deregistered from the Program – including situations of Card replacement. Only an adult can be enrolled into the Program, unless the specific conditions for a given Financial Institution allow a minor to enroll.

4. **Obligations of the cardholders** - You must
 - a. submit valid and truthful data during your enrolment into the Program;
 - b. correct and/or modify the data that is registered on your personal page of the Program Site/Program App, including your contact details, in the case of any change in such data;
 - c. not disclose your authentication details to the Program Site/Program App to any other person.
5. **Eligible Actions: earning Points/ qualifying for Offers** – Points are scored and Offers are made available to you based on your purchases made with the Enrolled Card at the Participating Partner; additionally, Points can also be scored and Offers made available to you based on your other transaction (potentially including transactions made outside of Poland – if expressly specified in the given Offer) and non-transaction activity (e.g., your Status, activities in social media, providing non-mandatory consents and data, etc.) if this possibility is offered to you by Mastercard, your Financial Institution or Program Partner (all – **“Eligible Actions”**). Information about conditions to earn such Points or to qualify for Offers and the number of Points you can earn or type of Offers made available to you will be determined by Mastercard, your Financial Institution or a Program Partner, depending on who will provide you with such Points and/or Offers, and will be made known to you via Program Site, App, email, SMS or any other means of communication agreed with you.
6. **Householding and transfer of Points and enrolment of all cards (including future cards)** – (a) Depending on your Financial Institution, your Account may be eligible for a householding service, whereby Points/Offer earned on your Enrolled Card will be consolidated with Points/Offer earned on another Enrolled Card (which can also be held by another person). Householding could include up to 20 (twenty) Cards. Please note that householding will be possible only between certain Card types, depending on the conditions of the Program and/or Sub-Program, as determined

by us and/or your Financial Institution and only within your Financial Institution. You will be informed of your specific householding options by your Financial Institution. For the avoidance of doubt, no transfer or consolidation of Points/Offer is allowed between Accounts at different Financial Institutions. (b) If such possibility is made available through the Program Site/App, you may also order transfer of Points to another participant with the Program within the same Financial Institution. Such transfer can only be reversed upon the other participant's order. (c) Depending on your Financial Institution, enrollment in the Program may take place by registering all cards (including future cards) at the same time. Such registration will result in all Mastercard cards issued to the participant by such Financial Institution in the Program, including cards issued in the future. After the Enrollment, these cards will be added automatically, without the need to perform any actions. In the case of such Enrollment to Program, if you would like to during the term of the Program delete the given Card from the Program, you should inform us about it by sending e-mail to pl.mastercard@majorel.com.

- 7. Life of your Points/ Validity of Offers** – (a) Each Point you earn will expire three years from the date on which you earned it, without prior notice to you. This means that in the fourth year, Points earned during the first year and not redeemed will be automatically deleted without prior notice. You can verify your Points balance (including expiration period for the Points earned) on the Program Site/Program App or by calling the Program Center. When you redeem your Points for Rewards they are deducted from your Points balance, with the Points with the shortest expiration date at the time of redemption being deducted first. Please note that terms and conditions of particular Promotions may settle these rules in other way in respect of Points granted as part of that Promotion. (b) Offers for which you may qualify will be valid only during the Offer term as defined in that Offer terms and conditions. It means that certain Offers available at the moment of your Eligible Action may be no longer available and/or available for different amount of Points at the time of your intended redemption.
- 8. Information about Points/Offer** – (a) You can check your current Points balance/list of Offers available to you (i) on the Program Site/Program App or (ii) by contacting the Program Centre or (iii) on your Account Statement (if offered by your Financial Institution). (b) All Points discrepancies must be notified to the Program Centre within three months as of the date of the Eligible Action for which adjustment is sought, or within 1 month from the date of adding the Points to your Account (whichever occurs later). If the Financial Institution or the concerned Program Partner accepts that the calculation is incorrect, we will make the relevant adjustment to your Points balance on your Program Account. No adjustment will be made if you do not notify us as specified above. However please keep in mind that processing for some transactions (e.g. international transactions) and awarding Points for such transactions may take up to six weeks following the date of such transaction. Such delays and/or missing Points may be caused by reasons which are not attributable to Mastercard (e.g., due to errors of acquirers or merchants) in which case other entities than Mastercard could be responsible for any inconvenience you may



experience (e.g., changes of Offers and/or Rewards Catalogue by the time your Points are accrued and available for redemption). c) Your Financial Institution transfers to us information about the eligible purchases in the local currency (PLN) only, hence please note that the currency exchange rate depends on the exchange rate of your Financial Institution.

- 9. Redeeming your Points/ Offers** – (a) **Points:** (i) You can redeem your Points via the Program Site/Program App or by contacting the Program Centre using valid and truthful data provided in accordance with point 4 (a) above. (ii) You will be able to redeem your Points only once they have appeared in your Points balance. (iii) You can redeem your Points against Rewards or Offers available at the time of redemption in the Rewards Catalogue or otherwise communicated to you. Please note that Rewards Catalogues and/or Offers may differ between particular Financial Institutions, Sub-Programs and groups of clients (depending on objective and non-discriminatory criteria, such as your Status, value of transactions, type of purchases, etc.); (iv) The number of Points required for obtaining Rewards, and the particular Rewards against which Points may be redeemed, together with any conditions on redemption, term and manner of delivery of Rewards, will be communicated via the Program Centre or the Program Site/Program App. Please note that the number of Points required for obtaining the given Reward may change in time, e.g., due to the lapse of Promotion deadline, in which case you may need another number of points than at the moment of the Eligible Action. (v) When you redeem your Points, they are automatically deducted from your Points balance and these deducted Points can no longer be credited back to your Points balance. If, as a result of subsequent returns or cancellations of Eligible Action on your Account or for other reasons, you redeem more Points than you are entitled to, we will deduct these Points from future Points you earn. To that end, you are obliged to make another transaction(s) with the same Card within 60 days from the date of a negative Points balance on your Account and gain at least the same number of Points as the cancelled transaction, in order to align the balance. If after the 60-day period your Points' balance is still negative, Mastercard may consider terminating your participation in the Program in accordance with provisions of Point 13 below.

(b) **Offers:** An Offer which is made available to you can be redeemed only in compliance with that Offer's terms and conditions which will be made known to you at the time the Offer is being made available to you by the entity who provides the Offer to you under the Program.

- 10. Rewards** – (a) Rewards are not exchangeable or refundable. (b) Rewards can be delivered within the territory of Poland or any country that Mastercard will agree; the manner, place and term of delivery of the Rewards are set during the redemption of Points for Rewards, subject to point 9 (a) (i) above, including that the delivery address of the Reward shall correspond to the address provided during the Enrollment (or updated accordingly). (c) Upon receipt of a Reward, you should verify whether the delivered Reward is not damaged and corresponds to your redemption order. You may report to the courier or post agent (or if it is not possible – to us) about any

visible damages of the Reward or when the delivered Reward does not correspond to the redemption order upon the delivery. (d) Mastercard, your Financial Institution or the concerned Program Partner/Redemption Partner reserves the right to make changes (such as the quantity of the Rewards available for redemption or the type of the available Rewards), however, any such change will not apply to the submitted redemption orders. (e) Please keep in mind that due to safety requirements or legal restrictions, some Rewards may be available only for adults, with full legal capacity. (f) Rewards should not be subject to further commercial trade.

- 11. Offers** – (a) You will be provided access to Offers subject to and in accordance with that Offer terms and conditions. The quantity and content of Offers will depend solely on the entity which sources the Offer (Program Partners, your Financial Institution or Mastercard). (b) The conditions for the redemption of each Offer are defined by the abovementioned entities who source the Offer and are displayed directly on the Offer. They may change in time, however, any such change will not apply to the submitted redemption orders. (c) Offers apply to the Cards indicated in the terms and conditions of the Offers issued by the Financial Institution that makes the Offer available, unless the terms and conditions of the Offer provide otherwise.
- 12. "Points + Cash" Option** – (a) If at the time of redemption the amount of your Points is not sufficient to be redeemed against the Reward you wish to choose, you may be offered with possibility to substitute the remaining Points with given amount of cash. (b) You will be informed about this option in the Rewards Catalogue. (c) If the "Points + Cash" Option is available for a Reward you wish to choose, in such a case, you will enter in a direct sale agreement with the Redemption Partner in respect of the part of the Reward for which you pay with cash. Terms and conditions of such sale, as well as details of the seller will be made available to you by the Redemption Partner before the sale.
- 13. Losing Your Entitlement to Points/Offers** – In certain circumstances you may lose your entitlement to earn or redeem Points / to qualify for or redeem Offers:
 - a. We may cancel any Points subject to issues below you have earned or Offers made available to you, and/or suspend your right to earn or redeem further Points/Offers if any of the following situations occurs:
 - i. you do not comply with the terms of your Card Agreement in a way giving right for its termination;
 - ii. you intentionally mislead Mastercard, Program Partner, Redemption Partner or Financial Institution in connection with the Card use or participation in the Program, e.g. intentionally obtaining the Points/Offers with a purchase or an action which is not an Eligible Action, but which caused Points to be provided or Offers to be made available; frequent cancellation, reversing or termination of Eligible Actions after redemption of Points resulting from such Eligible Actions during withdrawal, termination / reversal period;
 - iii. you overuse your rights under the Program or engage in activities aimed

at overusing your rights arising from participation in the program – including the Rules, the rules of a relevant Offer or Promotion, which shall occur in the following situations:

- . you participate in the Program or in a Promotion offered in the Program in violation with their rules or infringe the rules of the Program or a Promotion; or
 - . you enroll or register more Cards per person than allowed under the rules of the Program, or the rules of a Promotion offered in the Program; or
 - . you allow negative Points balance on Your Account which lasts for more than 60 days for whatever reason; or
 - . you trade Rewards or Special Offers after receiving them in the Program.
- iv. you fail to comply with any of the Rules on Points earning and eligibility for Offers.

You will be notified about such cancellation of your Points/Offer or suspension of your right to earn or redeem further Points/ qualify for or redeem Offers, unless you have not provided you data, in accordance with point 4 (a) and (b) or the data is incorrect or outdated.

- b. If your Account is closed, either by you or by your Financial Institution for any reason, you will be informed that you have 30 calendar days (from the date of receiving such information) to redeem any remaining Points/Offer, after which you will no longer be able to redeem your Points/Offer and your participation in the Program will be terminated.
- c. In the event of your death, Points/Offer cannot be transferred and will be cancelled.

- 14. Term and Termination of your Participation** – (a) You agree that we will provide you services related to the Program starting with your Enrollment, namely before the end of the 14-day withdrawal period. If you are a consumer, you acknowledge that you have a special right of withdrawal from participation in the Program, free of charge and without giving reasons, by way of an appropriate written statement, within the period of 14 (fourteen) days from your Enrollment, as stipulated in the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended). (b) At any time, you will have the right to terminate your participation in the Program by sending to us - in case where the Enrollment is conducted directly by us (if applicable) or the Financial Institution – in case where the Enrollment is conducted by your Financial Institution – a notice in writing (including by e-mail) 30 (thirty) calendar days prior to such termination. (c) At any time during the term of the Program, we shall be entitled to terminate your participation in the Program in accordance with these Rules. In such a case you will receive a written notice (including by e-mail or sms) 30 (thirty) calendar days prior to such termination



of your participation in the Program; however, we can terminate your participation only for an important reason which will be brought to your attention in the termination notice. The following cases will be considered important reasons for terminating your Participation to the Program:

- i. your Account is closed; or
- ii. committing acts, which constitute grounds for losing your entitlement to Points/Offers, as described in greater detail under point 13 above; or
- iii. your activities, such as, in particular: using different email addresses or telephone numbers or providing incorrect personal data, such as your first and last name - are intended to mislead Mastercard about the number of registered Cards in the Program; or
- iv. you fail to comply with any other of these Rules; or
- v. termination of the agreement concluded between Mastercard and your Financial Institution in respect of one or several Sub-Programs.

In any case, any termination will be assessed by us on a case-by-case basis. (d) It is understood that your participation in the Program will be immediately terminated with your death; (e) Your participation in the Program is terminated on the date of expiry of the 30 (thirty) calendar days term without fulfillment of any other formality whatsoever, subject to point (f) and point (h) below. After the expiry of this period you will no longer be able to redeem the Points/Offers as all remaining Points/Offers will be cancelled at the expiry of such period. (f) In the event that Mastercard terminates your participation in the Program pursuant to point 14 (c) above, due to your actions resulting in the loss of the right to Points / Offers (i.e. due to the reasons set out in point 13 (a) (i)-(iv)) or because you have performed the actions referred to in point 14 (c) (iii), Mastercard may terminate your right to rejoin the Program within [12 months] from the date when the termination took effect. (g) In the event that your actions justifying termination in accordance with point (ii) - (iv) are of a gross nature, Mastercard may terminate your participation in the Program with immediate effect. (h) In the case described in point 6 (c), if you would like to delete the given Card from the Program during the term of the Program, you should inform us about it by sending e-mail to pl.mastercard@majorel.com. In such case the deletion of the card entails the termination of your participation in regard to this card with a notice period of 30 (thirty) calendar days.

- 15. Termination of the Program** – We reserve the right to terminate the Program or any Sub-Program at any time, by giving 30 (thirty) calendar days' advance notice to you in writing. Such notice will specify the date from which you will no longer be able to earn Points/ qualify for Offers and the period during which you will still be able to redeem the remaining Points/Offers. After the expiry of this period, you will no longer be able to redeem the Points/Offers as all remaining Points/Offers will be cancelled at the expiry of such period. We may be obliged to terminate one or several Sub-Programs if the agreement concluded between Mastercard

and your Financial Institution in respect of that or those Sub-Programs has been terminated and we shall notify you accordingly.

- 16. Promotions and Cross-border cashback offers** – (i) Mastercard, your Financial Institution, Promotion Partners or Redemption Partners may organize Promotions (basis on the particular Terms and Conditions and other rules published on Program Site/Program App) enabling you to earn / being granted with additional Points/ qualify for additional Offers and/or increase the redemption. Participation rules will be described in the regulation of each such particular Promotion. Availability of Promotions may depend on your Status in the Program. Promotions apply to the Cards indicated in terms and conditions of the Promotion issued by the Financial Institution that makes the Promotion available unless the terms and conditions of the Promotion or other published rules of the Promotion provide otherwise. (ii) Additional benefits associated with participation in the Program may also include reimbursement of a part of the transaction amount (cashback), including for transactions made at foreign merchants participating in the Cross-border cashback offers action through the MTR platform (Mastercard Travel Rewards). Information on the possibility of using Cross-border cashback offers will be published on the Program Website / in the Program Application - using them may involve your additional actions.

- 17. Changes** - (a) Mastercard may change or update portions of these Rules, in the event of:
- i. a change in the profile of Mastercard's business and modification of the scope of services offered;
 - ii. a change in Mastercard's identification data, contact details and any other data making it necessary to amend these Rules;
 - iii. changes to the Program's operating principles that, in order to be effective, require an amendment to these Rules to the appropriate extent;
 - iv. changes in the relevant laws and regulations, as well as changes in the interpretation of such laws and regulations as a result of court rulings, decisions, recommendations or guidelines of competent authorities or bodies.

Any such change will not affect the rights already acquired by you. Notice of the changes will be posted on the Program Site/Program App and sent to you by, respectively, your Financial Institution or us - in case where the Enrollment is conducted directly by us (if applicable). (b) If within 30 (thirty) calendar days from the delivery of notice of the changes you do not refuse their acceptance, the changes will become effective and fully applicable to you. Your express refusal to accept the Rules' changes means termination of your participation in the Program which will take effect 30 (thirty) calendar days following the receipt by Mastercard of such written refusal, but not later than on the day when changes are supposed to enter into force.



(c) Changes of details of the Program, consisting in the change of the Program Partners or Redemption Partners, the Rewards available when you redeem your Points or the Points required for such Rewards, or the Offers available to you, do not constitute a change of these Rules. They will be posted on the Program Site/Program App.

- 18. Program Partners and Redemption Partners** – These Rules do not create any agency, partnership or joint venture relationship between us and the Program Partners or Redemption Partners.
- 19. Privacy** – To the extent you are a natural person (as opposed to legal persons) or acting as solo entrepreneur, Mastercard collects and processes your personal data in compliance with applicable data protection laws and regulations, and in accordance with the Priceless® Specials Privacy Notice, available at www.bezcennechwile.mastercard.pl.
- 20. Banking Secrecy** – During your Enrollment, you authorise your Financial Institution to transfer to us and, by our intermediation – to other entities participating in provision of services in the Program your personal data covered by banking secrecy in the scope necessary to ascertain your effective participation in the Program – within the scope and for purposes specified in the relevant consent.
- 21. Liability** – Unless caused by our fault, we assume no liability for any abuse or damage regarding your Program Account caused by you. Any warranty for quality (gwarancja jakości) in respect of the Rewards are granted by their respective producers.
- 22. Communication, queries, notification, complaints** – (a) For the purposes of the Program, you may communicate to us either by phone between 8:00-22:00 (connection cost according to the operator's tariff) from Monday to Saturday or by mail or e-mail at (phone number and the addresses are indicated at the following webpage <https://bezcennechwile.mastercard.pl/kontakt> in the part „Address for communications, queries, notifications and complaints) – marked each time as „Mastercard Bezcenne Chwile” and where such communication, query, notification or complaint concerns a Promotion or an Offer – the name of such promotion or special offer (lack of mark, name of promotion or special offer does not cause the complaint to be invalid). You may also contact us through the Program Site/Program App, if such a possibility is offered to you by Mastercard. We may communicate with you by using the contact details you have provided to us. (b) For all complaints you must contact us as specified in point (a) above, outlining your complaint and providing a contact name and telephone number. Upon receipt of the complaint, we may communicate to you outlining the proposed plan to address your complaint. We will resolve complaints within 14 (fourteen) calendar days as of the receipt of your notification. We are not subject to any specific code of conduct or mandatory dispute resolution method in relation to the complaints handling. (c) After you terminate your participation in the Program for any reason under these Rules, your complaints handling rules may be subject to restrictions imposed by law and Mastercard's adopted personal information retention policies, as described in the Priceless® Specials Program Privacy Policy, available at www.bezcennechwile.mastercard.pl.



- 23. Tax** – Mastercard complies with all tax obligations related to the Program insofar the applicable tax legislation indicates Mastercard as the person liable to declare, withhold or pay the tax. Mastercard shall arrange the payment of PIT (if applicable) on the value of each Reward exceeding 2,000 PLN. Any other tax or tax liability relating to your participation in the Program will be of your personal responsibility. In case of law change Mastercard reserves the right to change the number of Points that can be exchanged for prizes at once and is free from tax. This change will be notified as per clause 17. In case the Program concerns your Commercial Card: (a) you are responsible for complying with any tax liability relating to your participation in the Program (for example, corporate income tax); and (b) you confirm that you will use the Rewards for corporate and business purposes. You will hold Mastercard harmless for any possible claim of the tax authorities because of the Rewards having been used for non-corporate and non-business purposes and indemnify Mastercard for all costs incurred in this respect.
- 24. Severability** – Should any part or provision of these Rules be held unlawful, invalid, or unenforceable by the virtue of law, that portion will be deemed severable from these Rules and will not affect the validity and enforceability of any remaining provisions. These Rules supersede any prior agreement, representation, warranty and understanding with respect to the Program. To the extent that anything in or associated with this Program is in conflict with or inconsistent with these Rules, the Rules will take precedence, unless otherwise specified. Mastercard's failure to enforce any provision of these Rules will not be deemed a waiver of such provisions nor of its right to enforce such provisions.
- 25. Law** – These Rules and other terms of your participation in the Program will be governed by the laws of Poland. Unless you are a consumer, all disputes resulting from your participation in the Program will be subject to the exclusive jurisdiction of courts relevant to the Capital City of Warsaw.
- 26. Provisions regarding consumers which apply to some entrepreneurs** – the provisions of these Rules, which apply to consumers, apply also to natural persons who enter into an agreement directly related to his/her business activity, if the content of the agreement indicates that it is not of a professional nature for him/her, arising in particular from the subject of his/her business activity made available on the basis of the provisions of the Central Business Register and Information on Business Activity. However, the provisions of clause 3 of these Rules regarding the limit of Cards registered in the Program do not apply to such natural persons.