



## REGULATIONS OF THE PROMOTIONAL CAMPAIGN entitled “Member Get Member”

### Definitions

The phrases and terms used in these regulations shall have the following meaning:

**„Promotional Campaign”** – the campaign entitled “Member Get Member”, taking place all over the country, promoting fitness clubs operating under the CityFit brand and allowing its Participants to get a discount and to ensure a one-off discount for the purchase of a pass for the Invited Persons, in the period and under the conditions specified in the contents of these Regulations. The campaign is organised by the Organiser. CityFit Clubs that have not yet been opened to customers are excluded from the Promotional Campaign, and the sale of tickets is in presale.

**“Duration of the Promotional Campaign”** – the duration indicated in § 3 of the Regulations of the Promotional Campaign.

**“CityFit Club”** – the location selected by the Participant from among available CityFit Clubs.

**“Discount”** – a discount entitling to acquire (purchase) a monthly pass (regardless of the term of the agreement) including the Trainer’s Pass to the selected CityFit Club with a rebate, pursuant to the provisions of § 5 of the Regulations.

**Price reduction** – a rebate granted to the Participant when paying for a monthly pass (regardless of the term of the agreement) including the Trainer’s Pass, pursuant to the provisions of § 6 of the Regulations

**“Organiser”** – CityFit Membership limited liability company, with its registered office in Warsaw (00-867), al. Jana Pawła II 27, entered in the National Court Register kept by the District Court for the capital city of Warsaw, 13<sup>th</sup> Economic Division of the National Court Register, under KRS number 0000616392, NIP (tax identification number): 5272769131, REGON (statistical identification number): 364381649, with share capital amounting to PLN 5,000.00.

**„Regulations”** – these regulations, binding on the Organiser and the Participants in the Promotional Campaign, governing the terms and conditions on which the Promotional Campaign is going to be carried out, in particular, defining the rights and responsibilities of the Organiser and the Participants in the Promotional Campaign.

**“Participant”** – a user who properly and efficiently applied for the participation in the Promotional Campaign and who meets and accepts the conditions authorising to the participation in the Promotional Campaign, as specified in the contents of the Regulations.

**“Participant’s Friend”** or **“Friend”** – a person/friend who received a link from the Participant and meets the requirements provided for in § 2(1)(a) – (c) for the Participant and is not a Club Member and has not been a CityFit Club Member holding a pass for a definite or indefinite period of time (except for entrance tickets or sports programmes honoured by CityFit) in the last 30 days before the day, in which he/she wants to use the link received by the Participant;

**“Club Member”** – a person using services offered by the CityFit Club in accordance with the rules laid down in the Regulations of the CityFit Club.

**“App”** – CityFit mobile app.

**“Membership Fee”** – a fee allowing to use services offered by the CityFit Club.

### § 1.

#### General provisions

1. The Promotional Campaign is announced in the App and addressed to the Participants meeting the criteria laid down in § 2 of the Regulations.



2. The application for the participation in the Promotional Campaign takes place via the App only.

## **§ 2.**

### **Participant in the Promotional Campaign**

1. The Participant in the Promotional Campaign may be any natural person being a consumer within the meaning of Article 221 of the Civil Code Act (consolidated text Journal of Laws of 2016, item 380), meeting jointly the following requirements:

- a) turned 16 (sixteen) on the date of applying for the participation in the Promotional Campaign
- b) has access to the Internet, including the App;
- c) has read and accepted the contents of the Regulations;
- d) is the CityFit Club Member.

2. The participation in the Promotional Campaign is fully voluntary, whereby the Participant in the Promotional Campaign is obliged to become familiar with these Regulations, and by the fact of applying for the participation in the Promotional Campaign declares that he/she accepts the conditions of the Promotional Campaign in question, as described in the Regulations.

## **§ 3.**

### **Duration**

The Promotional Campaign is launched on 20 September 2021 and continues until revoked by the Organiser.

## **§ 4.**

### **Application for the participation in the Promotional Campaign**

The participation in the Promotional Campaign is applied for only via the App, by accepting the Regulations and sending a link to a Friend during the term of the duration of the Promotional Campaign.

## **§ 5.**

### **Discount**

1. After logging in to the App (§ 4(3) of the Regulations), during the duration of the Promotional Campaign, the Participant is able to provide his/her Friends with a link (messenger, whatsapp, sms, etc.), which, when clicked on by the Friend, redirects him/her to the Organiser's purchasing website with the one-off Discount automatically calculated for the purchase of one pass. The amount of the Discount will be visible on the purchasing website.

2. The discount is to be used when purchasing monthly passes regardless of the term of the agreement. The discount is not applicable when purchasing entrance tickets. The discount granted to the Friend is one-off and is valid for 1 month only. The Discount for the Friend is combined only with price reductions to which the Participant is entitled as a result of a promotional campaign available in the sales flow at the time of purchasing a pass, i.e. a discount regarding the registration fee, a promotion regarding the membership fee, subject to paragraph 3 below. The discount is not combined with other discount codes held by the Friend.

3. The fee for a pass for the Friend together with the granted Discount cannot be lower than PLN 0 gross.

4. Each person meeting the requirements of participation in the Promotional Campaign (§ 2 of the Regulations) may invite many Friends.

## **§ 6.**



### **Popularisation of the Discount/Price reduction for the Participant's pass**

1. The purchase of a pass by the Friend as a result of using the link sent by the Participant authorises the Participant to obtain a Price Reduction when paying for his/her own pass in the amount indicated on the Promotional Campaign's website, subject to the following paragraphs of this section.
2. The Price Reduction for the Participant will be applied starting from the next billing period and will be active as long as the Friend remains the Club Member on the basis of the pass - purchased with the use of the Discount and the Friend regularly pays the fee for the above-mentioned pass, i.e. without delay. If there is any debt on the Friend's account, the Price Reduction will not be applied.
3. The Price Reduction for the Participant is combined with other rebates, promotions or price reductions if in a given month the Participant uses any promotion, etc., including rebates to which the Participant is entitled as a result of the Promotional Campaign.
4. The task of the Participant applying for the acquisition of the right to the Price Reduction is to effectively invite the Participant's Friends to join the CityFit club during the Promotional Campaign. The "effective invitation" referred to in the preceding sentence is understood jointly as: sending the link by the Participant to the Participant's Friend and using the Discount by the Participant's Friend, meaning the acquisition (purchase) of a CityFit club pass by the Friend.
5. The use of the Discount established in the link sent by the Participant to the Friend in the manner indicated in section 2 § 5 above and the purchase of the pass results in granting the Participant the Price Reduction for the so-called "referral" - for each person effectively invited (in accordance with this paragraph), the Participant receives 1 Price Reduction.
6. The Price Reduction referred to in the preceding paragraph is granted to the given Participant only if the Participant's Friend purchases the pass using the Discount made available by the Participant.
7. The Participant may collect the Price Reductions referred to above during the Promotional Campaign and their amount may not exceed the equivalent of his/her monthly Membership Fee.
8. Price Reductions which are not used in a given month are not transferred to subsequent periods.

### **§ 7.**

#### **Personal data**

The Organiser processes personal data based on legitimate interest consisting in a need to manage and run the Promotional Campaign. The personal data processing rules have been described in the Regulations of the CityFit Club available on the [cityfit.pl](http://cityfit.pl) website and where the general Private Policy of the CityFit Group is available of this website – priority is given to the rules described in this policy.

### **§8.**

#### **Responsibility**

1. The failure to use the Discount by the Participant/Participant's Friend during the duration of the Promotional Campaign does not give rise to any claims against the Organiser, unless the fact of not using the Discount by the Participant's Friend was caused by the reasons attributable to the Organiser.
2. The Organiser is not responsible for any potential technical problems affecting the meeting the conditions of participation in the Promotional Campaign, in particular, the temporary unavailability of the App or impossibility to enter the referral link, caused by reasons beyond the Organiser's control, including, in particular, by reasons of the so-called force majeure and necessary maintenance works.

### **§9.**

#### **Complaints**



1. Complaints regarding the Promotional Campaign may be lodged by the Participants in writing, by registered letter to the Organiser's address or by means of a contact form on the [www.cityfit.pl](http://www.cityfit.pl) website for the duration of the Promotional Campaign, however, not later than within 14 days from the date of completion of the Promotional Campaign. The observance of the time limit described in section 1 of this paragraph is determined by the date of sending a complaint. Complaints received after this time limit will not be considered.
2. Complaints should contain the details of a person lodging the complaint, in particular, those allowing to answer the complaint, pursuant to the provisions of section 5 below, as well as a concise description of the subject of the complaint.
3. Effectively lodged complaints will be considered immediately, however, not later than within 14 days from the date of receiving the complaint.
4. The person lodging the complaint will be noticed of the manner of considering the complaint in a form adequate to the form of the complaint, i.e. either by e-mail or by registered letter.
5. The Organiser's decisions in the complaint procedure are final, whereby this does not exclude the Participant's right to assert claims according to the general rules of liability for damage.

#### **§ 10.**

#### **Final provisions**

1. The full contents of the Regulations shall be available in the App.
2. The Organiser ensures that any disputes and pecuniary claims which may arise between the Organiser and the Participants in connection with the contents or execution of the Promotional Campaign will be, in the first instance, settled amicably and with the use of all available mediation rules and techniques. In particular, the Organiser ensures that its representatives are ready and available to take and conduct negotiations aimed at reaching an agreement within the first 10 days from the date on which a dispute arose. Should the attempts to settle the dispute amicably fail, the Participant has the right to assert his/her claims in the form of legal proceedings.
3. The Organiser reserves the right to modify the Regulations during the duration of the Promotional Campaign, provided that this modification does not deteriorate the conditions of the Promotional Campaign and that each Participant is informed about this fact immediately, by e-mail, with indication of the introduced modification and information about his/her right to withdraw from the participation in the Promotional Campaign. The modified Regulations will also be published in the place where they were published at the moment of launching the Promotional Campaign.