[ENG version]

Terms and Conditions of the Tiered Promotion at Modivo Ads FW26

§1

[Introductory Provisions]

1. These Terms and Conditions set out the operating principles, terms and conditions, rules of use, as well as the rights and obligations of participants in the tiered promotion at Modivo Ads FW26 (hereinafter referred to as the "***Promotion***").
2. The organiser of the Promotion is MODIVO.com S.A., with its registered office in Zielona Góra, ul. Nowy Kisielin – Nowa 9, 66-002 Zielona Góra (which is also the address for service), entered in the Register of Entrepreneurs maintained by the District Court in Zielona Góra, 8th Commercial Division of the National Court Register (KRS), under KRS number 0000541722, Tax Identification Number (NIP) 9291353356, BDO 000031285, REGON 970569861, with share capital of PLN 2,008,001.00, paid up in full, hereinafter referred to as the "***Organiser***".
3. The Organiser offers Advertisers MODIVO Ads services consisting, amongst other things, of the use of Sponsored Offers, which are advertising messages displayed as part of the MODIVO Ads Service on Modivo's advertising space, which is marked as "Sponsored" and directs to a product page in an online shop (hereinafter referred to as "***Sponsored Offers***"). The terms and conditions for using MODIVO Ads services are set out in the MODIVO Ads Terms and Conditions, available to Advertisers at MODIVO_Ads_Regulamin_PL_EN.pdf.
4. The subject of the Promotion is the opportunity for Advertisers, on the terms set out below, to benefit from a Promotion whereby the Organiser grants Advertisers a discount for using 'Sponsored Offers' campaigns as part of the MODIVO Ads Service for products in the following categories: Clothing, Jewellery, Watches, Accessories (hereinafter the "***Discount***"), excluding Sponsored Offers relating to products in the following categories: Footwear, Handbags, Beauty and Home (hereinafter the "***Promotion Exclusions***")
5. The promotion is organised as part of the marketplace service in Online Shops, including the MODIVO mobile apps, operated by the Organiser at the following addresses:

   - https://modivo.pl/

   - https://modivo.sk/

   - https://modivo.cz/

   - https://modivo.it/

   - https://modivo.gr/

6. The aim of the Promotion is to promote the MODIVO Ads Service provided by the Organiser amongst Advertisers and thereby encourage them to use the MODIVO Ads Service.

§2

[Terms and Conditions of the Promotion]

1. The Promotion runs from 1 November 2026 to 30 November 2026.
2. Entities that have started using the MODIVO Ads service via their Online Shop Account (hereinafter referred to as '***Advertisers***') and which also meet the promotion conditions set out below are eligible to take part in the Promotion:
   a. have read and accepted these Terms and Conditions and the Terms and Conditions of the MODIVO Ads service;
   b. they have activated a Sponsored Offer, i.e. the first charge per Click has been incurred under MODIVO Ads for the first time since creating their MODIVO Ads account, and they have done so during the duration of the Promotion;
   c. the funds actually spent by the Advertiser per Click on the Sponsored Offer, based on the statistics available in the Advertiser's dashboard, amounted to (after taking into account cancellations, adjustments and Clicks deemed invalid by the Organiser in accordance with the Terms and Conditions of the MODIVO Ads Service):

      - a minimum of 1,000.00 zlotys net (in words: one thousand zlotys net) but not more than 1,749.99 zlotys net (in words: one thousand seven hundred and forty-nine zlotys and ninety-nine groszy net) during the Promotion period, **in order to receive a Discount of 100.00 zlotys net** (in words: one hundred zlotys net);

      - a minimum of 1,750.00 zlotys net (in words: one thousand seven hundred and fifty zlotys net) but no more than 2,499.99 zlotys net (in words: two thousand four hundred and ninety-nine zlotys, ninety-nine groszy net) during the Promotion period **to receive a discount of 250.00 zlotys net** (in words: two hundred and fifty zlotys net);

      - a minimum of 2,500.00 zlotys net (in words: two thousand five hundred zlotys net) during the Promotion period **to receive a discount of 500.00 zlotys net** (in words: five hundred zlotys net).

3. The Advertiser may only take advantage of the Promotion whilst it is running.
4. The Discount granted by the Organiser is not payable in cash or exchangeable for any other means of payment and is non-transferable.
5. The Discount cannot be combined with other discounts, bonuses or promotions relating to Sponsored Offers, unless the terms and conditions of another promotion or individual arrangements with the Advertiser expressly state otherwise.
6. Participation in the Promotion does not guarantee a specific number of Displays or Clicks, the achievement of a specific position for a Sponsored Offer, or the attainment of a specific sales result. The rules governing the display and positioning of Sponsored Offers are set out in the MODIVO Ads Terms and Conditions.

§3

[Discount Settlement]

1. Upon fulfilment of the conditions set out in §2 of the Terms and Conditions, the Advertiser shall be entitled to a Discount on a 'Sponsored Offers' campaign within the MODIVO Ads Service.
2. The Discount reduces the remuneration due to the Organiser for the MODIVO Ads services purchased by the Advertiser for the period from 1 November 2026 to 30 November 2026 by the amount of the discount specified in §2.2(c) above, in accordance with the terms and conditions of the Promotion.
3. Compliance with the terms of the Promotion will be verified after the end of the Promotion period on the basis of the Organiser's billing data. The discount will be reflected on the invoice issued for the period referred to in paragraph 2 above.

§4

[Complaints]

1. Complaints regarding matters related to the Promotion may be submitted by the Advertiser in accordance with the rules set out in the MODIVO Ads Service Terms and Conditions:

   a) in writing to the address: ul. Nowy Kisielin - Nowa 9, 66-002 Zielona Góra;

   b) in electronic form via email to the address: ads.support@modivo.com.

2. The Advertiser should include all of the following information in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity; (2) the Advertiser's request; and (3) the contact details of the person lodging the complaint.
3. The Organiser shall respond to the complaint immediately, if possible, no later than 30 days from the date of its delivery.

§5

[Final provisions]

1. To the extent not regulated in these Terms and Conditions, the provisions of the MODIVO Ads Service Terms and Conditions, available at the following link, shall apply: MODIVO_Ads_Terms_and_Conditions_PL_EN.pdf
2. Any capitalised terms not defined in these Terms and Conditions shall have the meanings assigned to them in the MODIVO Ads Service Terms and Conditions.
3. With regard to the processing of personal data, the provisions of the MODIVO Ads Service Terms and Conditions and the MODIVO Marketplace Terms and Conditions shall apply in particular
4. By taking part in the Promotion, the Advertiser confirms that they accept these Terms and Conditions.