

# RULES AND REGULATIONS OF THE PROGRAM

## Premium Club Riverview

These Rules and Regulations define terms and determine operating principles of the Program 'Premium Club Riverview', hereinafter referred to as the Program, organised by Vastint Poland sp. z o.o. Specifically, those rules and regulations set forth rights and obligations of the Program Organiser and persons participating in it. Rules and regulations concern residential investments performed by Vastint Poland sp. z o.o.

**THE ORGANISER** – The Organiser of the Program, based on the rules defined by these Rules and Regulations, is Vastint Poland sp. z o.o., located at Żwirki i Wigury 18A, 02-092 Warsaw, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, VIII Economic Department of the National Court Register under KRS number: 0000052642, NIP (National Tax Identification Number) No. 5213004622, REGON (Registry of National Economy) No. 013211712, with an share capital in the amount of 177.783.100 PLN.

Operative terms:

**THE PROGRAM OR PREMIUM CLUB RIVERVIEW PROGRAM** – the program under the Organiser, based on the rules defined by these Rules and Regulations.

**PARTICIPANT** – a natural person

**DECLARATION OF REGISTRATION** – a registration form delivered by the Organiser, which, when completed by an interested party, pursuant to the rules set in these Rules and Regulations, shall be an application of a person, for admission to the 'Premium Club Riverview' as a Participant.

**INVESTMENT** – the investment carried out by the Organiser, specifically, the residential investment Riverview in Gdańsk by the Angielska Grobla street.

**REAL ESTATE** – premises offered for sale by the Organiser as part of the Investment.

### § 1

#### General provisions

1. These Rules and Regulations of the Program set forth the rules of the Program, specifically, rights and obligations of the Participants in relation to participation in the Program, as well as benefits and privileges resulting from participation in the Program. Provisions of Rules and Regulations of the Program are applicable exclusively to Participants of the Program.
2. The Program is indented for natural persons, legal entities and administrative entities without legal personalities, which are interested in purchase of Real Estate from amongst ones available as part of the Investment: apartments, business premises, including office premises.
3. The Program begins on 23<sup>rd</sup> September 2019, and lasts for an indefinite period of time.
4. The Program is organised in the territory of the Republic of Poland.

### § 2

#### Rules of participation in The Program

1. A Participant of the Program has to be:
  - 1.1. A natural person, who is aged 18 and upwards, possess full legal capacity to act, is a resident of the Republic of Poland, and has completed the Declaration of Registration online at: [www.riverview.pl](http://www.riverview.pl), on the websites of the Organiser's

other investment projects, in the Organiser's headquarters, in the Organiser's regional offices or in the points of sales of the Real Estate.

1.2. A legal entity or administrative entity without legal personality, with a registered office in the territory of the Republic of Poland, which has completed the Declaration of Registration online at: [www.riverview.pl](http://www.riverview.pl), on the websites of the Organiser's other investment projects, in the Organiser's headquarters, in the Organiser's regional offices, or in the points of sales of the Real Estate.

The status of a Participant is granted to a person joining the Program after:

- a. Having read and accepted Rules and Regulations of the Program,
- b. Consent to processing of personal data within the scope determined in the Rules and Regulations and the Declaration of Registration,
- c. Completing in a legible, full and true form the Declaration of Registration, and thereafter signing it,
- d. Submitting to the Organiser the Declaration of Registration via [www.riverview.pl](http://www.riverview.pl) or signing the Declaration of Registration in the Organiser's headquarters, in the Organiser's regional offices, or in the points of sales of the Real Estate,
- e. Issuing a registration fee in the amount of 200 PLN via the electronic payment system at [www.riverview.pl](http://www.riverview.pl), in in the tab 'Premium Club', by transfer to the bank account or in cash in the points of sales of the Real Estate.

2. The Organiser reserves the right to verify the Declaration of Registration, including the accreditation of the representatives of a potential Participant who is not a natural person to act on its behalf. Specifically, the Organiser may require a valid transcript from the National Court Register (KRS) and the guarantee copy of the power of attorney authorizing representation of the entity.
3. Completing and submitting the Declaration of Registration by the Participant is tantamount to having read and accepted the provisions of the Rules and Regulations of the Program.
4. The moment of joining the program, is upon registration of the Participant in the information system, by the Organiser, after having met all of the rules written herein.
5. The Participant shall receive an e-mail with the confirmation of registration using the address provided by the Participant.
6. Should the Program Participant not purchase the Real Estate the registration fee is forfeit.
7. The registration fee is a one-off fee and guarantees participation in the Program for all Investments carried out by the Organiser. Przystąpienie do Programu jest dobrowolne, jednak w momencie rezygnacji z uczestnictwa w Programie opłata wpisowa nie podlega zwrotowi.
8. Joining the Program is voluntary, however, upon withdrawal from the Program the registration fee is forfeit.
9. The Participant is guaranteed participation in the Program for the period of its duration.
10. Withdrawal from participation in the Program shall be made by sending information about the withdrawal using the e-mail address: [joanna.kwiatkowska@vastint.eu](mailto:joanna.kwiatkowska@vastint.eu).
11. The Organiser reserves the right to reject a Declaration of Registration within 1 month counted from the day of its submission in cases when it is incomplete, deficient, illegible, filled incorrectly, or not signed by an empowered entity.
12. The Declaration of Registration is filled incorrectly, specifically, when a would-be Participant expressed desire to receive information about products/services by means of electronic communication listed in the Declaration of Registration without simultaneously expressing consent to receiving commercial and advertising information.

13. The Organiser is not put under obligation to inform the entity that submitted the Declaration of Registration of its rejection or the reasons for it.
14. The Organiser may, however, inform such entity whose Declaration of Registration for the Program has been rejected about the possibility of submitting a new, correctly filled Declaration of Registration, or making necessary addendum or corrections in the prior Declaration of Registration.
15. In the event of not accepting the Declaration of Registration the entity shall not be approved by the Organiser for the Program, with the reservation that the Declarations of Registration shall be recorded and kept only for evidential purposes. When they shall become unsubstantiated the Organiser shall ensure their destruction. In such instance the ground for personal data processing by the Organiser shall be the legitimate interest of the administrator, i.e. Art. 6 Section 1 letter f) of the general data protection regulation GDPR.

### § 3

#### Privileges of the Participants of the Program and the Pre-sale

1. The Participant of the Program shall be given:
  - a) Invitation to free-of-charge participation in events, in the form of banquets, organised by the Organiser, related to the commercial offer presentation. The invitation shall be sent in a digital form using the e-mail address provided in the Declaration of Registration or in tangible form to the postal address of the Participant of the Program.
  - b) Possibility of making reservations of the Real Estate on individual meetings before the official date of sale of the Investment in question.

On the individual meetings with the Participants of the Program the commercial offer shall be presented and the reservations shall be made.
  - c) The right to receive the Newsletter and other packages sent to the Participant by e-mail, as well as sent by post using the address provided by the Participant.
2. The order of the individual meetings with the Participants of the Program, on the reservation stage, shall be decided after individually consulting with Participants of the Program and the availability of the Organiser's representatives.

### § 4

#### Payment

1. The Participant of the Program may transfer the registration fee in the amount of 200 PLN via the electronic payment system at [www.riverview.pl](http://www.riverview.pl) in in the tab 'Premium Club'.
  - 1.1. Electronic payment methods:
    - Bank transfer (Pay-by-link)
    - Fast bank transfer
    - BLIK
    - Credit cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro
  - 1.2. In the event, it becomes necessary to return the funds for the transfer made by the Client with a credit card the seller shall return the funds to the bank account connected to the credit card of the Ordering Party.
  - 1.3. The service provider for the online payments is Blue Media S.A.

2. The Participant of the Program may transfer the registration fee in the amount of 200 PLN by post or bank transfer to the company's business account number PL 36 1600 1374 1843 3084 3000 0006.
3. The registration fee may also be paid in cash in the points of sales of the Real Estate.

## § 5

### Personal Data Protection

1. The personal data of the Participant given in connection with the participation in the Program is processed by Vastint Poland sp. z o.o., located at Żwirki i Wigury 18A, 02-092 Warsaw as the administrator of personal data based on the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 EC (General Data Protection Regulation) of 27 April 2016 (OJ L 119/1, p. 1) ('GDPR') in purposes connected to participation in the Program and in purposes resulting from legitimate interests administered by the Organiser, as well as under the consent of the Participant, in accordance with the contents of the consent given, including commercial and marketing purposes, as well as the newsletter service.
2. The Participant of the Program consents to receiving marketing and commercial information from the Organiser by means of electronic communication using e-mail addresses and phone numbers provided in the Declaration of Registration. Participant's consent to those is a necessary condition for joining the Program.
3. The Participant of the Program consents to receiving marketing and commercial information from the Organiser by means of telecommunications terminal equipment and automatic calling machines using the e-mail address and phone number provided in the Declaration of Registration. Participant's consent to those is a necessary condition for joining the Program.
4. In case of the newsletter and marketing communications, personal data is processed by the Organiser on the basis of the consent – in accordance with the contents of the consent given, including commercial and marketing purposes, as well as the newsletter service.
5. The Consent referred to in points 2-4 hereinabove, are given by checking the appropriate box in the Declaration of Registration during the process of registration for the Program. The Consent may be withdrawn at all times. For this the Organiser should be contacted using the e-mail address joanna.kwiatkowska@vastint.eu. Withdrawing the Consent, referred to in points 2-4 hereinabove is tantamount with withdrawing from the Program.
6. In matters associated with the protection of personal data the Participant has the right to contact the data administrator using the e-mail address info.poland@vastint.eu, phone number 22 820 91 51, and via post at the address Vastint Poland sp. z o.o., ul. Żwirki i Wigury 18A, 02-092 Warszawa.
7. Provided data shall be processed pursuant to Art. 6 Section 1 letter a), b), and f) of GDPR for the purposes set forth in point 1 hereinabove.
8. Providing personal data by the Participant in the Program is voluntary, but it is necessary in order to participate in the Program. Not providing the personal data prevents participation in the Program. Withdrawing the consent for personal data processing for the purposes of the Program is tantamount with withdrawing from participation in the Program.
9. The Participant shall have the right to request from the Organiser access to and rectification, erasure or limitation of the processing of the relevant personal data.
10. The Participant shall have the right to withdraw his or her consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.
11. Personal data shall be stored for the period of participation in the Program, as well as after the period of participation of the Participant, for the period of time in accordance with the provisions of law. In case of personal data processing for

legitimate purposes of the Organiser for the time of their realization on the basis of the consent of the Participant – the data shall be stored until the withdrawal of the consent.

12. The Participant shall have the right to lodge a complaint with the President of the Personal Data Protection Office if the Participant considers the processing of relevant data to infringe his or her rights.

13. The personal data of the Participant may be transferred to processors processing personal data on the request of the administrator, among other things, graphic design studios, IT service providers – whereas such entities process data on the basis of an entrustment agreement and only according to the instructions provided by the administrator. Personal data may also be processed by authorised persons, such as employees and associates of Vastint Poland sp. z o.o. and transferred to government authorities, acting pursuant to separate regulations for the purposes of carrying out proceedings, as well as Poczta Polska S.A., courier companies, and members of the administrator's capital group.

14. The Participant's personal data shall be processed in the form of analytical, sales, and marketing profiling, for the purpose of adjusting the materials, directed by the Organiser, to the needs and interests of the Participant, as well as for the purpose of carrying out surveys, that shall allow the Organiser to improve provided services. Bidding decisions are not automated.

## § 6

### Conclusion of the Program and Loss of the Participant Status

1. A person may lose the status of the Participant if they do not observe these Rules and Regulations of the Program or have submitted false data in the Declaration of Registration.

2. Loss of the Program Participant's status may occur, specifically, when:

- a. The Privileges of the Program Participants are exercised by other persons, who are not Participants of the Program;
- b. The Organiser should become aware that a person representing a Participant who is not a natural person, at the time of joining the Program was not duly accredited. In this situation the Organiser may, at his sole discretion, terminate the Participant's status or contact the Participant in order to confirm if, despite the arisen circumstances, he or she chooses to remain in the Program. In case of statement of will to remain in the Program, the Organiser may request the Participant to transfer the personal data of the person accredited to represent the Participant for the purposes of participation in the Program, as well as the proof of accreditation (e.g. copy of power of attorney, extract from the National Court Register)

3. The Participant may withdraw from the Program at any time, without incurring any costs whatsoever. Withdrawal from participation in the Program shall be made by sending information about the withdrawal using the e-mail address: joanna.kwiatkowska@vastint.eu

4. Z chwilą doręczenia Organizatorowi oświadczenia Uczestnika, o którym mowa w ust. 3 powyżej, Organizator zaprzestaje wykonywania czynności w ramach Programu wobec Uczestnika. Organizator zastrzega jednak prawo przechowywania jego danych osobowych w celach dowodowych. W takim przypadku podstawą przetwarzania danych osobowych przez Organizatora będzie prawnie uzasadniony interes administratora, tj. art. 6 ust. lit. f) ogólnego rozporządzenia o ochronie danych osobowych RODO.

5. The organiser reserves the right to suspend or terminate the Program at any time, after advance notification that shall take place at least 14 days before the planned date of termination of the Program.

6. In case of suspension or termination of the Program, referred to in point 5 hereinabove, the Organiser undertakes to publish information about such suspension on the website [www.riverview.pl](http://www.riverview.pl).

## § 7 Liability

1. The organiser shall not be liable for any consequences in case of submitting incorrect or false data by the Participant in the Declaration of Registration. Every Participant, before exercising Privileges specified in § 3 is obliged to update his data in the event of it changing.
2. The Organiser shall also not be liable for failure to perform or improper performance of the obligations arising from these Rules and Regulations, in case, when it is caused by force majeure or occurred due to reasons attributable to other entities, beyond the control of the Organiser.
3. If an exceptional situation, beyond the control of the Organiser, shall occur, that obstructs or prevents the Organiser from performing the obligations of the Organiser towards the Participant with respect to these Rules and Regulations, the obligations of the Organiser shall be suspended for the duration of the situation. After determining the cause, preventing the Organiser from performing the obligations towards the Participant, the Organiser shall use its best efforts for the purpose of restoration or guaranteeing the rights, which would have been granted, should the situation have not arisen.

## § 8 Final Provisions

1. The Organiser reserves the right to unilateral changes to these Rules and Regulations without providing reasons.
2. The Participant shall be informed of any changes to these Rules and Regulations via e-mail, using the e-mail address provided by the Participant as well as inform of any such changes on the website [www.riverview.pl](http://www.riverview.pl).
3. In case of a change of these Rules and Regulations the Participant shall have the right to withdraw from the Program by informing the Organiser by e-mail within 14 days of the day on which the Organiser informed the Participants about the changes to the Rules and Regulations.
4. Any changes to these Rules and Regulations shall become effective within 14 days of their announcement.
5. These Rules and Regulations are available in The Organiser's headquarters, in the Organiser's regional offices, and in the Organisers sales offices, as well as, on the website [www.riverview.pl](http://www.riverview.pl).
6. These terms and conditions are effective as of 16th September 2019.
7. In any matter not covered by these Rules and Regulations, applicable shall be the provisions of general Polish law, in particular, the provisions of the Civil Code.
8. Any litigations concerning the performance of the obligations related to the Program shall be resolved by a court with jurisdiction over the Organiser's registered address.

