



# Terms and Conditions for the Dermea Loyalty Program

## 1. GENERAL PROVISIONS

- 1.1.** These Terms and Conditions set forth the rules of operation and conditions for participation in the Loyalty Program at the Dermea Clinic.
- 1.2.** The Organizer of the Loyalty Program is Dermea Dermatologia i Medycyna Estetyczna.
- 1.3.** The Loyalty Program shall be in place starting from 1 October 2018 for an indefinite period.
- 1.4.** The Loyalty Program shall be set up at Dermea Clinic, ul. Noakowskiego 16 lok.31, 00-666 Warsaw.
- 1.5.** The Loyalty Program shall be in place in the territory of the Republic of Poland.
- 1.6.** Participation in the Program is voluntary.
- 1.7.** An individual who is over 18 years of age and has full legal capacity may be a Participant in the Loyalty Program.
- 1.8.** Employees or Contractors of the Organizer may not participate in the Loyalty Program.
- 1.9.** A Participant may have only one Patient Account at any given time. In the event of breach of this provision, the Organizer shall have the right to close any Accounts of that Participant established at a later date and annul any points collected in the Accounts closed for that reason.

## 2. DEFINITIONS:

- 2.1.** The terms used throughout these Terms and Conditions shall have the following respective meaning:
  - 2.1.1.** APPLICATION - the Loyalty Starter IT system, comprising the following components: a graphical interface, database, business logic, which is an Internet application that requires an Internet connection to function and is designed to support loyalty programs.
  - 2.1.2.** REGISTRATION FORM - a paper form that allows you to join the Loyalty Program.
  - 2.1.3.** LOYALTY CARD - means the card issued by the Organizer to a Participant in accordance with these Terms and Conditions, with a unique number, that identifies the Patient Account.
  - 2.1.4.** REWARD LIST - a list of products and services available in the Loyalty Program, available on the website of the Organizer as Annex 1 to these Terms and Conditions.
  - 2.1.5.** PATIENT ACCOUNT - the individual account of the Participant in the Organizer's Application, which records the Participants data, the current number of Points collected by the Participant, the history of Points awarded and lost, the history of Rewards given, the history of emails and text messages sent. A Loyalty Card shall be assigned to a Patient Account.
  - 2.1.6.** Client - an individual with full legal capacity who has entered into or intends to enter into a purchase agreement with the Vendor.
  - 2.1.7.** PATIENT GROUP - a category of Clients to which Participants are assigned once they have collected a certain number of Points.
  - 2.1.8.** CIVIL CODE - the Polish Civil Code of 23 April 1964 (Dz.U. No. 16, item 93, as amended).
  - 2.1.9.** REWARD - a reward in the form of an item or service, given to a Participant in exchange for Points collected. The rewards shall be funded by the Organizer. Information concerning the types of Rewards can be found in the Reward List.
  - 2.1.10.** ORGANIZER, VENDOR - Dermea Dermatologia i Medycyna Estetyczna.
  - 2.1.11.** PRODUCT - movable property or service that is the subject of a purchase agreement between the Patient and the Vendor.
  - 2.1.12.** LOYALTY PROGRAMME, PROGRAMME - the loyalty program for Clients set up by the Organizer in accordance with these Terms and Conditions.
  - 2.1.13.** POINTS - virtual points recorded in the Patient Account, awarded to the Participant by the Vendor in consideration for services or products paid for and specified in these terms and conditions.
  - 2.1.14.** DISCOUNT - a discount on products and services offered by the Organizer. A Discount may be awarded upon the registration of the Patient Account and/or after accumulating a certain number of Points.
  - 2.1.15.** TERMS AND CONDITIONS - these terms and conditions of the Loyalty Program, available at Dermea Clinic and on the Organizer's website ([www.dermea.pl](http://www.dermea.pl))
  - 2.1.16.** DERMEA CLINIC - Klinika Dermea, ul. Noakowskiego 16 lok. 31.
  - 2.1.17.** PARTICIPANT - an individual with full legal capacity who intends to participate or participates in the Loyalty Program.

### 3. CONDITIONS FOR PARTICIPATION IN THE LOYALTY PROGRAMME

- 3.1. A condition for joining the Loyalty Program shall be a one-time purchase of services for no less than 1000 PLN from Dermea Clinic.
- 3.2. A condition for joining the Loyalty Program shall be the acceptance of these Terms and Conditions, which are available at Dermea Clinic and on the Organizer's website [www.dermea.pl](http://www.dermea.pl) A condition for joining the Loyalty Program shall be filling out the Registration Form.
- 3.3. A Client may complete the Form in a hard copy at Dermea Clinic.
- 3.4. In the Registration Form, a Patient shall provide his/her personal data necessary for the proper implementation of the Loyalty Program and consent to their processing by the Organizer for the purposes of the implementation of the Loyalty Program. The grant of that consent shall be a condition for participation in the Loyalty Program.
- 3.5. In the Registration Form, the Participant shall confirm that he/she has read the Terms and Conditions of the Program and accepts its provisions.
- 3.6. The Participant shall be required to provide true and accurate information. In the case of a change of the information provided, the Participant shall update such information, in particular via electronic mail to the following address: [www.dermea.pl](http://www.dermea.pl), or at Dermea Clinic. The information can also be updated through the Client Account.

### 4. LOYALTY CARD

- 4.1. The Loyalty Card shall be issued following the completion of the Registration Form.
- 4.2. The Loyalty Card is not a payment card, ATM card or credit card.
- 4.3. The Loyalty Card shall be unequivocally linked with the Patient Account.
- 4.4. The Loyalty Card shall expire upon the termination of the Loyalty Program or upon the termination of the Participant's participation in the Loyalty Program.
- 4.5. The Loyalty Card shall be the property of the Organizer.
- 4.6. The Loyalty Card may only be used by the Participant.
- 4.7. A Participant may only have one active Loyalty Card.
- 4.8. A Participant may report the Loyalty Card as lost or damaged. In such case, the Organizer shall issue a duplicate card. The damaged or lost Loyalty Card shall be blocked by the Organizer.

### 5. CLIENT GROUPS

- 5.1. A Patient Account shall be automatically assigned to the appropriate Patient Group upon obtaining the following number of Points:
  - a) Loyalty Card - at least 100 points;
  - b) VIP Loyalty Card - at least 1000 points;
- 5.2. A Patient Account may be assigned to a given Patient Group by the Organizer without collecting the relevant number of Points by the Participant.
- 5.3. Patient Groups shall entitle the Participant to collect Points on the basis of non-standard Point collection ratios:
  - a) Loyalty Card - 1 point per each 10 PLN spent at Dermea Clinic;
  - b) VIP Loyalty Card - 1.5 points per each 10 PLN spent at Dermea Clinic;

### 6. POINTS

- 6.1. The Organizer shall award Points to the Participant's Patient Account on the basis of transactions conducted.
- 6.2. At the time of issue of a Regular Patient Loyalty Card 100 points shall be awarded to the Patient Account.
- 6.3. The Organizer shall award Points to the Participant's Patient Account following a the visit at Dermea Clinic.
- 6.4. As a condition for the awarding of the Points, the Participant shall show his/her Regular Patient Loyalty Card to an employee of Dermea Clinic. The Points shall be awarded to the Patient Account.
- 6.5. Points shall be valid for a period of two years following which they shall be cancelled.
- 6.6. The standard Point collection ratio shall be as follows:
  - 6.6.1. Loyalty Card: 1 Point per each 10 PLN spent at Dermea Clinic.
  - 6.6.2. VIP Loyalty Card: 1.5 Points per each 10 PLN spent at Dermea Clinic.
- 6.7. Points shall not be awarded for the purchase of the following services and products:
  - 6.7.1. Medical consultation
  - 6.7.2. Dermatoscopy
  - 6.7.3. Dermatosurgery (including CO2 laser)
  - 6.7.4. Histopathology tests
  - 6.7.5. Dermocosmetics and skin care cosmetics
- 6.8. The Participant shall not have the right to request an exchange of Points for cash
- 6.9. Points may not be used for promotional treatments and products and/or for service packages.
- 6.10. Points may not be transferred to third persons.
- 6.11. Points may be used during a subsequent visit at Dermea Clinic following the time of their awarding.

## 7. REWARDS

- 7.1. A Participant may exchange the Points collected at his/her Patient Account for services and products from the Award List.
- 7.2. When exchanging the collected Points to Rewards, 1 point shall be equivalent to 1 PLN.
- 7.3. To exchange Points for a Reward, the Participant should communicate such a wish directly at Dermea Clinic and show his/her Loyalty Card.
- 7.4. Upon the exchange by a Participant of the collected points for a Reward, the respective number of Points shall be deducted from the Client Account.
- 7.5. The Rewards shall be sponsored by the Organizer.
- 7.6. The types and number of Rewards and the number of Points deducted in exchange for the Rewards shall be determined by the Organizer.
- 7.7. The Participant shall not have the right to request an exchange of Points for cash.
- 7.8. The Reward List constitutes Annex No. 1 to this agreement.

## 8. PERSONAL DATA

- 8.1. The Organizer shall be the controller of personal data processed in connection with the implementation of the provisions of these Terms and Conditions. Personal data shall be processed in accordance with the applicable laws, in particular the Regulation of the European Parliament and of the Council (EU) No. 2016/679 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 (the General Data Protection Regulation) (hereinafter the "GDPR").
- 8.2. Personal details shall be processed by the Controller for the purposes, in the scope and on the basis of the rules set forth in this Section of these Terms and Conditions. The provision of personal information is voluntary, however a failure to provide the personal data necessary to benefit from the Loyalty Program shall result in the inability to benefit from the Loyalty Program. The Controller shall exercise the utmost diligence to protect the interests of persons whose personal data it processes, in particular, it shall be responsible and warrants that any data collected by it is: (1) processed in accordance with the law: (2) collected for specific, legitimate purposes and not subject to further processing for other purposes: (3) factually correct and adequate for the purposes for which it is processed: (4) kept in a form that allows identification of data subjects for no longer than it is necessary to achieve the purposes of processing and (5) processed in such a way as to ensure the adequate security of personal data, including protection against unauthorised or unlawful processing and accidental loss, destruction or damage, through the use of appropriate technical and/or organizational measures. Having regard to the nature, scope, context and purposes of processing and the risk of infringement of the rights or freedoms of individuals with varying likelihood and risk weight, the Controller shall implement appropriate technical and organizational measures so that the processing takes place in accordance with the GDPR and to be able to demonstrate this. Those measures shall be reviewed and updated where necessary. The Controller shall apply technical measures to prevent the obtaining and/or modification by unauthorised persons of personal data transmitted electronically.
- 8.3. The Controller shall have the right to process personal data in cases where, and to the extent to which, at least one of the following conditions have been met: (1) where the data subject has given consent to the processing of his or her personal data for one or more specific purposes; (2) the processing is necessary for the implementation of the Loyalty Program to which the data subject is a party or to take steps at the request of the data subject prior to his/her accession to the Loyalty Program; (3) the processing is necessary for compliance with a legal obligation of the Controller; or (4) the processing is necessary for the purposes of legitimate interests pursued by the Controller or by a third party, except where the interests or fundamental rights and freedoms of the data subject that require the protection of his/her personal data have priority over such interest, in particular where the data subject is a child.
- 8.4. The processing of personal data by the Controller requires in each case the occurrence of at least one of the grounds mentioned above. The specific grounds for the processing of personal data of Website Users by the Controller are listed in the following Section of these Terms and Conditions, in relation to the given purpose of processing of personal data by the Controller.
- 8.5. The Controller may process personal data for the following purposes, on the following grounds, in the following periods and scope:
  - 8.5.1. implementation of the Loyalty Program;
  - 8.5.1.1. the legal grounds for data processing is Article 6(1)(b) of the GDPR (performance of a contract)
  - 8.5.1.2. the data is stored for the period necessary for the performance, termination or expiration of a contract,
  - 8.5.1.3. the maximum scope of data processed: full name, email address, contact telephone number, company name, Taxpayer Identification Number, gender, date of birth, home address.
  - 8.5.2. direct marketing;
  - 8.5.2.1. the legal grounds for data processing is Article 6(1)(f) of the GDPR (legitimate interests of the controller)
  - 8.5.2.2. the data shall be stored for the period of existence of the legitimate interests pursued by the Controller, but not more than for the limitation period for claims in relation to the data subject, in respect of the Controller's economic activity. The limitation period is determined by the provisions of law, in particular the Civil Code (the baseline limitation period for claims related to economic activity is three years, or two years for a purchase agreement). The Controller may not process data for the purposes of direct marketing in the case of valid objection in this respect by the data subject,

- 8.5.2.3. the maximum scope of data processed: full name, date of birth, telephone number, email address.
- 8.5.3. marketing;
- 8.5.31. the legal grounds for data processing is article 6(1)(a) of the GDPR (consent),
  - 8.5.3.2. the data shall be stored until the withdrawal of consent by the data subject to further processing of the data for this purpose.
- 8.5.3.3. the maximum scope of data processed: full name, telephone number, email address.
- 8.5.4. the establishment, exercise or defence of legal claims by the Controller or against the Controller;
- 8.5.4.1. the legal grounds for processing is Article 6(1)(f) of the GDPR,
- 8.5.4.2. the data shall be stored for the period of existence of the legitimate interests pursued by the administrator, but no longer than the limitation period for claims in relation to the data subject, in respect of the Controller's economic activity. The limitation period is determined by the provisions of law, in particular the Civil Code (the baseline limitation period for claims relating to economic activity is three years, or two years for a purchase agreement),
- 8.5.4.3. the maximum scope of data processed: full name; contact telephone number; e-mail address; home address.
- 8.6.** It is necessary for the Controller to use the services of external parties. The Controller uses only the services of data processors that provide sufficient guarantees of the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and protects the rights of the data subject. The Controller shall transfer the data only where necessary to fulfil the purpose of the processing of personal data and only to the extent necessary to complete it. Clients' personal data may be transferred to the following recipients or categories of recipients:
  - 8.6.1. service providers that provide technical, IT and organisational solutions to the Controller that make it possible for the Controller to conduct economic activity, including maintaining the Website and Electronic Services provided through it (in particular suppliers of computer software for maintaining the Website, email and hosting providers and suppliers of business management software and technical support software for the Controller) - the Controller shall make available the collected personal data of a Participant to a selected supplier acting on the Controller's behalf only in the event of and to the extent necessary to meet the purpose of processing compliant with this item 5 of the Terms and Conditions.
  - 8.6.2. providers of accounting, legal and advisory services that provide accounting, legal and/or advisory support to the Controller (in particular an accounting firm, law firm or debt collection firm) - the Controller shall make available the collected personal data of a Participant to a selected supplier acting on the Controller's behalf only in the event of and to the extent necessary to meet the purpose of processing compliant with this item 9.5 of the Terms and Conditions. Any person shall have the right to monitor the processing of data that concern him or her, contained in the Controller's database, in particular the right to request an addition, update and/or rectification of personal data, a temporary or permanent restriction of their processing or their erasure if they are incomplete, outdated, inaccurate or were collected in breach of the law or are no longer necessary for the purpose for which they were collected.
- 8.7.** The right to access, rectification, restriction of processing, erasure and/or transfer - the data subject shall have the right to request the Controller to access his or her personal data, rectify the data, erase the data (the "right to be forgotten") or restrict the processing and has the right to object to the processing and has the right to transfer his or her data. The specific arrangements for the exercise of the aforementioned rights are set forth in Articles 15-21 of the GDPR.
- 8.8.** The right to withdrawal of consent at any time - the person whose data is processed by the Controller on the basis of a consent (pursuant to Article 6(1)(a) or Article 9(2)(a) of the GDPR) has the right to withdraw the consent at any time without affecting the lawfulness of processing that was made on the basis of his or her consent prior to its withdrawal.
- 8.9.** The right to bring a complaint to the supervisory authority - the person whose data is processed by the Controller shall have the right to submit a complaint to the supervisory authority, in the manner and according to the procedure set forth in the provisions of the GDPR and Polish law, in particular the Polish Personal Data Protection Act. In Poland, the supervisory authority is the President of the Office for the Protection of Personal Data.
- 8.10.** The right to object - the data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on Article 6(1)(e) (task carried out in the public interest) or Article 6(1)(f) (legitimate interests of the controller), including profiling based on those provisions. In such a case the Controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defense of legal claims.
- 8.11.** The right to object to direct marketing - where personal data is processed for direct marketing, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing.
- 8.12.** In order to exercise the rights referred to in this item 5 of the Terms and Conditions, you can contact the Controller by sending an appropriate message in writing or by electronic mail to the address of the Controller indicated at the beginning of these Terms and Conditions.

## **9. TERMINATION OF LOYALTY PROGRAMME, EXCLUSION OF A PARTICIPANT FROM THE LOYALTY PROGRAMME, RESIGNATION OF A PARTICIPANT FROM THE PROGRAMME**

- 9.1.** The Organizer reserves the right to terminate the Loyalty Program.
- 9.1.1. The Organizer shall notify the Participants of the date of termination of the Loyalty Program two months in advance, via e-mail and its website [www.dermea.pl](http://www.dermea.pl). Participants may exchange their Points for Rewards or Discounts until the date of Termination of the Loyalty Program. After this date, Participants shall no longer have the right to exchange their Points for Rewards or Discounts.

- 9.1.2. Upon the date of termination of the Loyalty Program, all issued Loyalty Cards shall be blocked and all Patient Accounts shall be cancelled, which shall include the inability to earn Points or enjoy privileges.
- 9.2.** The Organizer reserves the right to suspend the Account and Card where a Participant breaches these Terms and Conditions despite having received a substantiated request to cease and desist from the Organizer.
- 9.2.1. The Account and Card may be suspended for an indefinite period or for a period specified by the Organizer.
- 9.2.2. During the suspension of the Account and Card, it shall be not possible to earn Points or use any privileges under the Loyalty Program.
- 9.2.3. During the suspension of the Account and Loyalty Card, the Participant shall take measures to redress the grounds for the suspension and, once they have been redressed, shall notify the Organizer immediately. The Organizer shall unsuspend the Account and Card immediately following the cessation of the grounds for their suspension, not later than within 5 working days.
- 9.2.4. If the suspension of the Account and Loyalty Card lasts more than 30 calendar days and the grounds for their suspension have not been redressed, the Organizer shall have the right to exclude the Participant from the Loyalty Program with a 7-day advance notice.
- 9.3.** A Participant may at any time and without giving any reason resign from the Loyalty Program through giving notice in writing at Dermea Clinic, sending a statement by email to the address [www.dermea.pl](http://www.dermea.pl) or through the respective feature available in the Patient Account.
- 9.3.1. The resignation of a Participant from the Loyalty Program shall have immediate effect.
- 9.3.2. As a consequence of the resignation of the Participant from the Loyalty Program, the Loyalty Card issued to him or her shall be blocked and his or her Client Account shall be closed and, consequently, Points shall no longer be available to be earned and privileges shall no longer be available.

## 10. COMPLAINT PROCEDURE

- 10.1.** Any complaints related to the Loyalty Program may be filed by a Client for example via email to the address: [www.dermea.pl](http://www.dermea.pl) or in writing by submitting a letter in person at Dermea Clinic. It is recommended to include in the description of the complaint as much information and circumstances relating to the subject of the complaint as possible, in particular the date of the occurrence of the irregularities and contact information, as it will facilitate and speed up the consideration of the complaint by the Organizer. The requirements given in the previous sentence are recommendations only and shall not influence the validity of any complaints filed without following the recommended description of the complaint.
- 10.2.** The Organizer shall respond to a complaint promptly, but no later than within 14 days from the date of filing of the complaint.

## 11. FINAL PROVISIONS

- 11.1.** The Loyalty Program shall be subject to Polish law and be conducted in Polish.
- 11.2.** The Organizer reserves the right to make amendments to these Terms and Conditions for important reasons such as amendments to the provisions of law to the extent that such amendments affect the implementation of the provisions of these Terms and Conditions. The amended Terms and Conditions shall be binding on a Participant if the requirements set forth in Sections 384 and 384(1) of the Civil Code have been met, namely the Participant has been duly notified of the amendments and has not resigned from the Loyalty Program within fourteen days of the date of notification. If an amendment to these Terms and Conditions results in the introduction of any fees, any Participant that is a consumer shall have the right to rescind the contract. An amendment to these Terms and Conditions shall not affect any existing purchase agreements, points awarded or Rewards given. The Organizer shall notify a Participant of amendments to these Terms and Conditions via email.
- 11.3.** The provisions of the Polish Civil Code and other relevant provisions of the Polish law shall apply to any issues not governed by these Terms and Conditions.



## Attachment No. 1: List of rewards

### 1. Cosmetology treatments - paid for entirely in points

- a. Relaxing and moisturising treatment: facial massage with a Vitamin C vial and moisturising mask - an equivalent of 200 points
- b. Intensive anti-ageing treatment with immediate skin tension and smoothing effect - an equivalent of 250 points
- c. Special treatment for vascular and sensitive skin and for rosacea Intensive erythema reduction and anti-inflammatory, soothing and lifting effect - an equivalent of 300 points
- d. Red Carpet (Fire & Ice) - a treatment for a grand night out, strongly lightens the facial tone and adds energy and radiance - an equivalent of 350 points

### 2. Aesthetic medicine treatments - paid for in points in full or in part, the point value is deducted from the price for a single treatment.

- a. Zaffiro - a unique thermal lift treatment with immediate anti-ageing and radiance effect for the skin.
- b. Vela Shape II - reduction of cellulite and modelling of the figure.
- c. Dermalux - a therapy for skin diseases and regeneration after aesthetic medicine treatments with LED light.

### 3. Skin care products available at Dermea Clinic - paid for in points in full or in part, the point value is deducted from the price for a single treatment.

- a. Universkin means tailored skincare, innovative dermomcosmetics that are prepared by dermatologists on case-by-case basis to match individual patient's skin needs and problems
- b. Alphascience - highly innovative cosmetics with natural active ingredients, which ensure immediate visible effects of their deep action, as well as supplement and maintain results of aesthetic medicine treatments.
- c. Medik8 are professional skincare cosmetics for any skin type. The core philosophy of the Medik8 brand is based on the CSA clinical plan, where C stands for vitamin C, S stands for sunscreen by day and A stands for vitamin A by night.
- d. Mesoesthetic – sun protection

### 4. Patient birthdays:

- a. Loyalty Card - on their birthday, the Patient receives a birthday gift during a treatment conducted at Dermea Clinic within one month from his or her date of birth.
- b. VIP Loyalty Card - the Patient can enjoy a free treatment selected from the list of cosmetology treatments available in the list of rewards. The treatment must be conducted within one month from their date of birth.