

Program	GOMEZ CLUB
The organizer of the (defined as: „Gomez”)	GOMEZ Spółka Akcyjna (GOMEZ Joint stock company), localised at 2 Tomasza Drobnika St. in Poznan (postcode: 60-693), Poland, KRS (the Register of Entrepreneurs of the National Court Register number) 0000934369, VAT PL9721248769, REGON number 302694351, Registration files are stored by Polish District Court in Poznan – Nowe Miasto i Wilda in Poznan, VIIIth Commercial Department of National Court Register (Sąd Rejonowy Poznań- Nowe Miasto i Wilda w Poznaniu, Wydział VIII Gospodarczy - Krajowego Rejestru Sądowego) Sądowego), Share capital 100,000PLN, fully paid up, e-mail: gc@gomez.pl .
Members	The members of the Program shall be physical persons, consumers who are adults and have the full legal capacity to perform acts in law. The condition of membership in the Program is establishing a Customer Account in the gomez.pl online shop.
Benefits from participation in the Program	Membership of Gomez Club Program: <ul style="list-style-type: none"> ▪ Shall enable the Member to make purchases in Gomez stores at discounted prices granted to the Member within Gomez Club Program in accordance with the Gomez Club Discounts section in the Rules and regulations, ▪ Shall give the opportunity to take part in events such as fashion shows and premieres of collections organized by Gomez actions – information about the events and the invitations within the Gomez Club Program are sent to the Members on an ongoing basis to the provided e-mail address or telephone number if the Customer gave his/her consent.
Gomez Club discounts	Joining the Gomez Club gives the Participant a discount on the first purchase made after joining the Gomez Club in the amount of 15% on products from the current collection (i.e. not discounted products) and 5% on discounted products. It also assigns the Participant loyalty points in the number of 4 thousand. § Additionally, for subsequent purchases, depending on the number of collected loyalty points within the Gomez Club Program, the Participant gets (discount thresholds): <ul style="list-style-type: none"> ▪ Threshold 1: 10% on products from the current collection (i.e. not discounted products) and 5% on discounted products - this discount is available to the Customer since the second purchase made after joining the Gomez Club, ▪ Threshold 2: 15% on products from the current collection (i.e. not discounted products) and 7.5% on discounted products - with the number of loyalty points over 16 thousand, ▪ Threshold 3: 20% on products from the current collection (i.e. not discounted products) and 10% on discounted products - with the number of loyalty points over 48 thousand, <p>The obtained discount may be used in the next purchase following the purchase which leads to entering the next discount threshold, defined above.</p> <p>Discounts that are due within the Gomez Club Program do not combine with other promotions, actions, bonuses or discounts, unless the Rules and regulations of a given promotion/action/bonus/discount state otherwise.</p>
Loyalty points	For every PLN 1,00 spent on shopping in Gomez stores within Gomez Club Program by the Member, the Member obtains 1 loyalty point. The loyalty points are granted both, for purchasing discounted and undiscounted products. In the case of the return of the product which the loyalty points have been awarded within Gomez Club Program, caused especially by: <ul style="list-style-type: none"> ▪ withdrawal from contract of sale of a product concluded via gomez.pl online shop (distance sale) in accordance with the statutory right of the consumer to withdraw from distance contract, ▪ return of the product on the basis of „The conditions of return of products purchased in stationary Gomez stores”, ▪ withdrawal from contract of sale on other grounds, the loyalty points for this purchase shall be deducted. The Member may at any moment learn about the number of loyalty points granted, in the following way: <ul style="list-style-type: none"> ▪ in the Customer Account panel in gomez.pl online shop, ▪ by e-mailing us at gc@gomez.pl,
Information about	In order to make a purchase within Gomez Club Program in the gomez.pl online shop it is vital to log on the online shopping the Customer Account which the Member joined the Gomez Club Program within.

Information about the stationary store	<p>In order to make a purchase within Gomez Club Program by the Member in the stationary Gomez stores, before the purchase it is vital to:</p> <ul style="list-style-type: none"> show the Gomez Club Card to the seller or provide the number of the Gomez Club card together with providing a legal document certifying or confirming the Member's identity (e.g. ID, passport, Residence Card). <p>The seller shall have the right to ask the person wanting to make a purchase with a Gomez Club discount to provide a legal document certifying or confirming identity (e.g. ID, passport, Residence Card) in order to verify the identity of the person wanting to make a purchase with Gomez Club discount and acknowledge his/her entitlement to this discount.</p>
Joining the Gomez Club Program	<p>Joining and membership of Gomez Club Program, as well as the issuing and using the Gomez Club Card (required for the purchasing in stationary Gomez stores) is free of charge.</p> <p>In order to join the Gomez Club Program as a Member it is vital to:</p> <ol style="list-style-type: none"> Set up a Customer Account in the gomez.pl online shop (in accordance with the Terms and Conditions of the gomez.pl online shop available on www.gomez.pl under Terms and conditions section), Notify that you have joined Gomez Club Program by one of the following means: <ul style="list-style-type: none"> electronic on gomez.pl (this option is available while setting up the Customer Account and after the setting up, in the Customer Account panel on gomez.pl), by filling in and submitting Gomez Club application form to the seller in the stationary Gomez stores (forms available in the stationary Gomez stores). <p>Please note: The condition of the membership of Gomez Club Program is as follows, it is vital to possess Customer Account in gomez.pl online shop. If the Customer does not possess such an account at the time of joining the Program in a Gomez stationary store, the Customer Account in the online shop shall be set up automatically – it is mandatory to join the Program.</p> <p>The Member may only have one account within Gomez Club Program.</p> <p>Gomez Club Card is issued to the Member only in the event the Customer joins the Gomez Club Program by filling in the Gomez Club application form in Gomez stationary stores and submits it to the seller. Also, in the case of joining the Gomez Club Program via electronic means on gomez.pl, the Member may apply in person, in Gomez stationary store, to have such a card issued in order to make purchases in Gomez stationary stores.</p> <p>Gomez Club Card is not issued to the Member in the case of joining the Gomez Club Program via electronic means on gomez.pl as it is not required to make purchases within the Program in the online shop. <u>The card is vital only for purchasing within Gomez Club program in Gomez stationary stores.</u></p> <p>Gomez Club Card is issued to individuals and may be only used by the Member in person, to whom it was issued. Gomez Club Card is valid only for the time of Gomez Club Program duration.</p> <p>Loss of Gomez Club Card</p> <p>The Member is obliged to inform Gomez about the loss of Gomez Club Card. If the Gomez Club Card was lost or destroyed, it is essential to contact Gomez Customer Service by e-mailing us at gc@gomez.pl and the card shall be blocked within 48 hours.</p> <p>In the case of notification of Gomez Club Card loss or destruction, Gomez upon the Member's request shall issue a new Gomez Club Card with all the granted points which were saved on the blocked Gomez Club Card.</p> <p>Gomez shall have the right to ask the Member to provide a legal document certifying or confirming the Member's identity (e.g. ID, passport, Residence Card) in order to verify the identity of the person notifying the loss or destruction of the Gomez Club Card and to confirm his/her entitlement to make such notification and to obtain a new Gomez Club Card.</p>
Privacy policy (personal data)	<p>Information about the processing of personal data by Gomez concerning Gomez Club Program you shall find in Privacy Policy.</p>

Legal note

The Member shall not have the right to transfer the right and obligations regarding Gomez Club membership to another person, and shall not act within the rights regarding Gomez Club Program membership by a representative (membership in Gomez Club Program and exercising the rights within the Program shall be of personal nature).

The Member shall not make a purchase within Gomez Club Program in order to resell the purchased product within his/her business activity.

Complaints concerning the Program may be submitted in writing to the following address:

GOMEZ S.A.

GOMEZ CLUB

Diamantowa 9

62-002 Suchy Las

Poland

within 14 days from the occurrence of the irregularities. Complaints submitted after the prescribed time shall not be handled. Complaints are considered by Gomez within 30 days of their delivery.

The technical requirements necessary for the Customer to use <http://www.gomez.pl/en> website and services provided through it (including purchasing within Gomez Club Program), are specified in the Terms and Conditions of Gomez online shop on [gomez.pl](http://www.gomez.pl) (available [here](#)).

Gomez informs that the use of electronic services may entail risks. Possible hazards associated with this are indicated [here](#). Gomez takes appropriate measures to minimize these risks.

Resignation from participation in the Program

Member may at any moment resign from membership of the Program. Resignation from participation in the Program shall result in loss of any data gathered within the Program (especially the number of loyalty points gathered by the Customer and the due discount).

In order to resign from participation in **Gomez Club** Program you may use the Gomez Club resignation form template; however, this is not mandatory. You may download the **Gomez Club** resignation form template [here](#).

You may direct your resignation from participation in **Gomez Club** Program to Gomez (traditional/electronic) to the following address:

GOMEZ S.A.

GOMEZ CLUB

Diamantowa 9

62-002 Suchy Las

Poland

e-mail: gc@gomez.pl

Resignation from participation in **Gomez Club** Program shall equal withdrawal from contract of additional service i.e. **Gomez Club** Program provided by Gomez via electronic means through [gomez.pl](http://www.gomez.pl) website (in the case of resignation within 14 days from the day on which the Customer joined Gomez Club Program) or termination of the contract with immediate effect (if the resignation was submitted after the time of 14 days from the day on which the Customer joined Gomez Club Program or if, in the resignation submitted no longer than 14 days from the day on which the Customer set up the Customer Account, the Customer stated so). In any case, resignation from participation in Gomez Club Program is free of charge.

Rules and regulations amendment

Gomez may amend the Rules and regulations in the event of:

- changes in the consumer laws, mandatory or relatively binding changes (if the lawsuit changes occurred in favour of the consumer) of the laws governing the sale of goods in the [gomez.pl](http://www.gomez.pl) online shop or services provided by Gomez by electronic means via the [gomez.pl](http://www.gomez.pl) website, applicable to the legal relationship between the Customer and Gomez or the need to adjust the rules to these provisions,
- if the amendment of the Rules and regulations results from a decision of a competent court or body,
- If a particular statutory provision is deemed to be a clause that is not permitted by the competent authority or court,
- if the relevant statutory provision is deemed to be unfair competition or a practice that infringes

collective consumer interests by a competent authority or court,

- in the case of technical and technological changes on the **gomez.pl** website, aimed in particular at enhancing the security of the **gomez.pl** website (especially in order to minimize the risks connected with the use of electronic services), increase the comfort of using the gomez.pl website by the Customer or adding new functionality on gomez.pl website,
- introduction of new services,
- change of Gomez address or contact details as provided in the Rules and regulations.

In the event of a change of the Rules and regulations, Gomez will publish the new Rules and regulations on the **gomez.pl** website, and will also inform the Customer of the change of Terms and Conditions via e-mail.

Within 14 days from the date of informing the Customer about the amendment of the Rules and regulations, the Customer is entitled to terminate the service contract, which is affected by the change. The amendment of the Rules and regulations is binding for the Customer after 14 days from the date of receiving the information about the amendment of the Rules and regulations, unless at that time the Customer submits a statement (traditional/electronic) terminating of the given contract with Gomez which is affected by the amendment of the Rules and regulations.

However, the changes made in the Rules and Regulations must not violate the rights acquired by the Customer (in particular, the amendment of the Rules and regulations is irrelevant to contracts of sale of goods concluded by the Customer and Gomez before the amendment of the Rules and regulations).