

Terms and Conditions of the Żabka Nano Service

The following Terms and Conditions are effective as of 23.07.2024

1. PRELIMINARY PROVISIONS

- 1.1 The Organiser of the Żabka Nano Service (as defined below) is Żabka Polska sp. z o.o. with its registered office in Poznań, ul. Stanisława Matyi 8 (61-586 Poznań, Poland), entered in the business register maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0000636642, NIP (Tax Identification Number): 5223071241, REGON (Industry Identification Number): 365388398, BDO (Number in the Database on Products and Packaging and Waste Management): 000016909, with a share capital of PLN 113,215,000.00 (the **Organiser** or **Żabka Polska**).
- 1.2 The purpose of the Żabka Nano Service is, in particular, to enable Participants to make purchases of goods from the range available in Autonomous Stores operating under the “Żabka Nano” banner.
- 1.3 The Żabka Nano Service shall be available only in Autonomous Stores located on the territory of Poland.

2. DEFINITIONS

2.1 Terms capitalised in these Terms and Conditions shall have the following meanings:

- 2.1.1 **Application** – a mobile application under the name of “żappka”, designed to be installed on a mobile device powered by Android or iOS, which contains a QR code and ID number of the participant being a member of the “żappka” scheme, run by Żabka Polska in accordance with the [Terms and Conditions of the Scheme](#).
- 2.1.2 **Acquirer**– Adyen N.V. with its registered office in Amsterdam, Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 34259528.
- 2.1.3 **Autonomous Store / Żabka Nano** – a special autonomous store enabling the sale of goods and retail services, organised under the Żabka Nano Model, operating under the “Żabka Nano” banner, located on the territory of Poland, in which a Participant of the Żabka Nano Service can purchase Goods from the Żabka Nano Partner.
- 2.1.4 **Customer Support Centre or CSC** – the Customer Support Centre run by the Organiser, which can be contacted by Participants in matters relating to the Żabka Nano Service, and for reporting any irregularities in their operation, including lodging complaints and making any changes to a Participant’s Account. CSC can be contacted by telephone at +48 61 856 37 00 or by email at kontakt@zabka.pl, as well as via the ‘Write to us’ icon available on the Żabka Polska website using a link texted to the Participant’s telephone number assigned to their Account on completing purchases in an Autonomous Store.

- 2.15. Consumer** – a natural person, within the meaning of Article 22¹ of the Polish Civil Code Act, who is a Participant of the Żabka Nano Service, making purchases for purposes not directly related to their business activity.
- 2.16. Consumer-Entrepreneur** – a natural person, as defined in Article 7aa of the Polish Consumer Rights Act, who is a Participant of the Żabka Nano Service, making purchases for the purpose directly related to their business activity, when the use of the Żabka Nano Service, including the making of purchases, is not of a professional nature for such person resulting in particular from the scope of their business activity, made available pursuant to the regulations on the Central Business Register and Information Service (CEIDG).
- 2.17. Account** – a Participant’s individual account maintained in the Organiser’s system and active after registration, where information about the Participant’s activities and actions within the Żabka Nano Service, including the Participant’s purchases in Żabka Nano, is recorded.
- 2.18. Żabka Nano Model** – an autonomous retail model offered by Żabka Polska whereby, thanks to an innovative system consisting of software connected to a set of cameras installed inside an Autonomous Store, a Participant purchases Goods without the need to go to a cash register and without the involvement of sales attendants, and the contents of the Participant’s shopping cart and the amount due for payment are automatically determined by the system based on observation of the Participant in Żabka Nano.
- 2.19. Żabka Nano Partner** – an entity operating an Autonomous Store under the Żabka Nano Model, who cooperates with Żabka Polska under a franchise agreement (franchisee).
- 2.1.10. Cardholder** – a natural person for whom a bank or other entity has issued a payment card (primary or secondary), who registers in and activates the Żabka Nano Service.
- 2.1.11. Scheme** – the “żappka” scheme, the terms and conditions of which are separately defined in the [Terms and Conditions of the Scheme](#).
- 2.1.12. Terms and Conditions** – this document setting out the terms and conditions of use by Participants of the Żabka Nano Service, as well as the operation of Autonomous Stores and making purchases in such stores.
- 2.1.13. Store** – a store operating under the “Żabka” brand, managed by Żabka Polska or a third party cooperating with Żabka Polska under a franchise agreement.
- 2.1.14. Goods** – movable items from the range sold in an Autonomous Store that may be purchased by a Participant in Żabka Nano in the number, type, volume or weight selected by the Participant.
- 2.1.15. Żabka Nano Service** – a service developed and provided by the Organiser, available for an indefinite period of time after activation by a registered Participant having an Account, through which the Participant can make purchases in Autonomous Stores and use other elements of this service, under the terms and conditions set out herein.
- 2.1.16. Participant** – a natural person who is at least 16 years of age, being a Cardholder, who has registered an Account under the terms and conditions set out herein.

22. The terms referred to in Section 2.1. above shall retain the meanings given to them only in these

Terms and Conditions. These terms shall not have the meanings given to the same words or phrases in other documents originating from Żabka Polska.

3. SCOPE OF SERVICES UNDER THE ŻABKA NANO MODEL

31. A Participant may gain access to an Autonomous Store and make purchases of Goods from the available range as follows:

3.1.1. using a payment card of which they are the holder, in which case the Organiser shall provide the Participant with services under the Żabka Nano Model, and **the terms and conditions for using these services and making purchases of Goods in Żabka Nano shall be as set out herein**; the Organiser's services under the Żabka Nano Model referred to in these Terms and Conditions shall include:

3.1.1.1. ;

3.1.1.2. The Żabka Nano Service – intended for Participants who have registered in and then activated the service through verification of their telephone number by rewriting the SMS authorisation code sent to the number provided by the Participant, and then entering it into the verification system on the screen available in front of the entrance to Żabka Nano;

3.1.2. using the Organiser's mobile application under the name of "żappka", after registering in this application and activating the functionality allowing entry to Żabka Nano; in such case, the Organiser shall provide the Participant with a separate service, under the terms and conditions set out in a separate document, i.e. the Terms and Conditions of the "żappka" Application, including its Appendices, which are available [here](#); **The terms and conditions of gaining entry to Żabka Nano using the "żappka" mobile application** are not included herein and do not form an integral part of these Terms and Conditions.

32. The Żabka Nano Service referred to herein shall be provided by the Organiser to Participants in Żabka Nano.

33. The Organiser shall not charge any fees for providing the Żabka Nano Service.

4. SCOPE OF THE ŻABKA NANO SERVICE

41. The functionalities of the Żabka Nano Service shall be available to all Participants who have registered an Account in accordance with the provisions of Section 7.1.–7.7. below and then activated the Żabka Nano Service.

42. Upon completion of registration in the Żabka Nano Service and creation of an Account, a contract for the provision of the Żabka Nano Service shall be entered into between the Organiser and the Participant for an indefinite period of time.

43. Services provided by the Organiser as part of the Żabka Nano Service shall include:

43.1. enabling a Participant to shop in Żabka Nano based on information from the cameras installed in Żabka Nano about the Goods placed by the Participant in their shopping cart (the "Shopping Cart"), i.e. selected by the Participant for purchase and not put

back in place,

- 43.2** if a Participant wishes to purchase an energy drink and the age verification process is initiated by the Żabka Nano Partner – enabling the Participant being also a member of the Scheme to scan the ID number or QR code available in the Application for members of the Scheme, based on which Żabka Polska will transmit to the Żabka Nano Partner information that the Participant being also a member of the Scheme has been verified as an adult by the Store attendant in connection with purchase in the Store by the Participant being a member of the Scheme of goods not intended for persons under 18 years of age, according to the purchase history available in the Żabka Polska Application and assigned to the ID number or QR code scanned by the Participant;
 - 43.3** transmitting to the Żabka Nano Partner of information about the Goods placed by a Participant in the Shopping Cart in order to conclude a sale contract, complete the purchase and finalise the transaction,
 - 43.4** linking a Participant's active payment card to the Participant's Account and enabling the Participant to pay for the Goods purchased in Żabka Nano,
 - 43.5** providing a Participant with information about the purchase of Goods and enabling the Participant, using a link texted to the Participant to redirect them to the Organiser's website, to: 1) download an electronic proof of purchase (i.e. an electronic image of the receipt) relating to the purchase of Goods made by the Participant in Żabka Nano, 2) make outstanding payments for purchases made by the Participant in Żabka Nano, 3) complete a satisfaction survey, and 4) fill out a complaint form,
 - 43.6** enabling a Participant to create an Account and to use its functionalities through CSC,
 - 43.7** maintaining the history of a Participant's purchases made in Żabka Nano and enabling access to the purchase history, in accordance with Section 4.4. of these Terms and Conditions,
 - 43.8** providing a Participant with an SMS authorisation code, enabling activation of the Żabka Nano Service, in accordance with Section 6.7.–6.8. of these Terms and Conditions,
 - 43.9** preparing personalised promotions for Participants,
 - 43.10** providing Participants with access to the CSC service,
 - 43.11** enabling the submission of complaints about the Żabka Nano Service, including with respect to inconsistency of a bill or proof of purchase with facts, and in particular determination of the number, type and prices of products selected by the Participant for purchase, and handling these complaints in accordance with Section 11 of these Terms and Conditions,
 - 43.12** enabling the use of other functionalities of the Żabka Nano Service made available by the Organiser.
- 44.** Participants using only the Żabka Nano Service in order to access their history of purchases made in Żabka Nano are required to confirm their identity in one of the following ways:
- 44.1** by authenticating themselves through verification of their telephone number, which results in

the activation of the Żabka Nano Service, under the terms and conditions set out herein, or

- 4.4.2** by confirming their identity through other methods, including provision of the Organiser with relevant information about the Participant that will enable reliable confirmation of the Participant's identity.

5. GENERAL INFORMATION ABOUT AUTONOMOUS STORES

- 5.1** The Organiser is not a party to sale contracts concerning Goods purchased by a Participant from the range available in Żabka Nano. The Participant shall conclude a sale contract with the Żabka Nano Partner, whose details are each time provided in the relevant sale document, i.e. an electronic image of the receipt delivered to the Participant for purchases made in Żabka Nano, in accordance with the provisions of Section 8.15 and 8.16 below.
- 5.2** Due to the autonomous nature of Żabka Nano, its product range may differ from that of a regular retail store operating under the "Żabka" banner, in particular, it may not include products that are not intended for autonomous sales.
- 5.3** Unless the Organiser decides otherwise, the Autonomous Stores where a Participant purchases Goods in connection with the use of the Żabka Nano Service described in these Terms and Conditions shall not be covered by promotions offered by Żabka Polska. No "żapps" (i.e. points for purchases made in retail stores operating under the "Żabka" banner) or other benefits offered under the "żappka" loyalty scheme organised by Żabka Polska shall be awarded for purchases made in Autonomous Stores. If the Organiser decides to award to a Participant "żapps" or other benefits for purchases made in a given Żabka Nano under the "żappka" loyalty scheme or as part of promotional campaigns run by the Organiser, the Participant shall be separately informed about the terms of conditions of awarding or participating in such benefits.

6. REGISTRATION IN AND ACTIVATION OF THE ŻABKA NANO SERVICE

- 6.1** In order to use the Żabka Nano Service, a Participant is required to register in the Żabka Nano Service.
- 6.2** Registration in the Żabka Nano Service is intended for natural persons only who:
- 6.2.1** are at least 16 years of age,
 - 6.2.2** are Consumers or Consumer-Entrepreneurs,
 - 6.2.3** have completed the registration form for the Żabka Nano Service by providing their own true data, including:
 - 6.2.3.1.** the number of an active payment card held by the Participant, which is read automatically when the Participant applies the payment card to the terminal available in front of the entrance to Żabka Nano,
 - 6.2.3.2.** the telephone number belonging to the Participant,
 - 6.2.4** have an active payment card,
 - 6.2.5** have accepted these Terms and Conditions.

- 6.3** For the Żabka Nano Service, a Participant may only use MasterCard or Visa payment cards,

enabling payment for services and products offered at a Żabka Nano Partner, which they are authorised to use as a Cardholder.

64. In order to initiate registration in the Żabka Nano Service, a Participant who is a Cardholder should apply the payment card to the terminal available in front of the entrance to Żabka Nano. At that moment, the payment card data referred to in Section 6.2.3.1. is converted by the Organiser into a token, which is transferred to the Acquirer, without retaining a copy of the full payment card data at the Organiser and the Żabka Nano Partner. In order to identify a Participant and ensure the security of the Żabka Nano Service, the Organiser shall store the last four digits of the Participant's payment card number.
65. After providing the payment card number, the Participant shall fill out the electronic registration form provided by the Organiser in accordance with the instructions displayed on the screen available in front of the entrance to Żabka Nano. In the registration form, the Participant shall provide their telephone number and confirm that they have read the Terms and Conditions.
66. The completed registration form shall be submitted to the Organiser by selecting the "Send" button available on the screen or any other similar button. After the Organiser receives the completed registration form, the Acquirer verifies the correctness of data assigned to the payment card token with the payment card issuer by blocking the amount of PLN 1 in the Participant's payment card account, the release of which takes – depending on the card issuer – up to 14 days. Completion of the registration form containing the number of an active payment card and sending it to the Organiser shall be tantamount to the Participant's consent to debiting the account to which this card was issued in order to confirm the correctness of data assigned to its token.
67. As soon as the Organiser is notified of positive verification of the Participant's payment card, the Organiser shall create an individual Account for the applying Participant, which means the completion of the registration process. Thereupon, the Participant may proceed to verifying their telephone number. From that moment, the Participant shall be entitled to activate the Żabka Nano Service. The Organiser shall confirm the completion of registration in the Żabka Nano Service and the creation of an Account by sending an SMS message to the Participant's telephone number provided during the registration and displaying the relevant message on the screen. In the SMS message, the Organiser shall include an SMS authorisation code dedicated to the Participant, enabling activation of the Żabka Nano Service.
68. In order to identify fraudulent transactions, the Organiser shall be entitled to collect from the Acquirer an additional token (different from the one referred to in Section 6.4. above) of the payment card added by the Participant in the Żabka Nano Service. Such token is used to recognise the Participant's payment card, but it does not enable the Participant to make transactions or to access bank account and Cardholder data. In the event of failure to pay for purchases made in Żabka Nano, the Organiser shall recognise an attempt to pay for subsequent purchases with the same payment card and shall prevent the Participant from using it in the Żabka Nano Service until the overdue payment is settled.
69. In order to activate the Żabka Nano Service, a Participant shall verify their telephone number by rewriting the SMS authorisation code sent to the number provided by the Participant and then entering it into the verification system on the screen available in front of the entrance to Żabka Nano. Once the telephone number is verified, the Żabka Nano Service shall be activated and the Participant shall be entitled to use the service.
610. An Account may be assigned to one Participant only. A Participant's identifier shall be their

telephone number referred to in Section 6.2.3.2 above. A Participant may only use their own Account.

- 6.11.** Within the Account, a Participant of the Żabka Nano Service may use the functionalities referred to in Section 4.3. of these Terms and Conditions.
- 6.12.** A Participant may add a maximum of 3 (three) payment cards to their Account. In order to add a new payment card to the Account, a Participant who is a Cardholder should apply the payment card to the terminal available in front of the entrance to Żabka Nano and complete the electronic form available on the screen in front of the entrance, providing the telephone number assigned to the Account. The Organiser shall convert the Participant's payment card data into a token in accordance with the provisions of Section 6.4. above and shall also collect the additional token referred to in Section 6.8. above from the Acquirer. Subsequently, the Acquirer verifies the correctness of data assigned to the payment card token with the payment card issuer by blocking the amount of PLN 1 in the Participant's payment card account, the release of which shall take – depending on the card issuer – up to 14 days. Section 6.6. second sentence of these Terms and Conditions shall apply accordingly. As soon as the Organiser is notified of positive verification of the Participant's payment card, the Organiser shall assign the payment card to the Participant's Account.
- 6.13.** A Participant is not allowed to add more than 3 (three) payment cards to the Account. If a Participant being a Cardholder already has 3 (three) payment cards registered, and wants to register another card or more payment cards in the Żabka Nano Service, they should register a new Account. The Participant may not use the telephone number assigned to an existing Account to create a new Account.
- 6.14.** By creating an Account, the Participant as a Cardholder agrees to debiting the payment card account through which they pay for purchases of Goods made in Żabka Nano.
- 6.15.** Access to information recorded in the Participant's Account and possible change of data recorded in this Account shall be possible by contacting the Organiser through CSC in the following manner:
- 6.15.1.** to the CSC email address: kontakt@zabka.pl,
 - 6.15.2.** in writing – by letter sent to CSC (Żabka Polska sp. z o.o. z/s w Poznaniu, ul. Stanisława Matyi 8, 61-586 Poznań, Poland),
 - 6.15.3.** by telephone at: +48 61 856 37 00.
- 6.16.** The Organiser shall provide a Participant of the Żabka Nano Service with access to satisfaction, impressions or expectations surveys related to the use of Żabka Nano, including the Żabka Nano Service. The purpose of such satisfaction surveys is to enable the Organiser to improve its service quality and the quality of services and goods offered in Żabka Nano.
- 6.17.** The Organiser may carry out satisfaction surveys referred to in Section 6.16. above by means of questionnaires made available to the Participant on the Żabka Polska website, to which the Participant can be redirected by a link texted to the telephone number assigned to the Participant's Account in accordance with Section 4.3.5 above. After a Participant wishing to complete the survey receives such SMS message, they should follow the instructions provided on the website to which they have been redirected: the process of completing the survey can be started after the Participant selects the 'Rate a visit' button.
- 6.18.** Filling out the questionnaires referred to in Section 6.17., i.e. participation in the surveys described

in Section 4.16., is voluntary and does not represent a condition for using the Żabka Nano Service.

7. PROMOTIONAL OFFERS

- 71.** When registering in the Żabka Nano Service, a Participant may voluntarily consent to receiving the Organiser's marketing communications to the telephone number provided by the Participant. The consent referred to in this section is voluntary and is not a condition for using the Żabka Nano Service.
- 72.** The Organiser shall prepare the marketing communications referred to in Section 7.1., which shall include, in particular, promotional offers prepared individually for the Participant based on their purchase history in Żabka Nano. Such personalised promotional offers can only be received by a Participant who has confirmed their identity, i.e. activated the Żabka Nano Service by verifying their telephone number.
- 73.** A Participant of the Żabka Nano Service who has not confirmed their identity, i.e. has not activated the Żabka Nano Service in accordance with the provisions of Section 6.8. and 7.9. of these Terms and Conditions, may not receive personalised promotional offers referred to in Section 7.1. and 7.2. above.

8. TERMS AND CONDITIONS OF SHOPPING IN AUTONOMOUS STORES

- 81.** Making purchases in Żabka Nano from a Żabka Nano Partner is only possible for Participants who have registered in and activated the Żabka Nano Service, in accordance with the provisions of Section 6 of these Terms and Conditions.
- 82.** A Participant who has an Account shall gain entry to Żabka Nano after applying their payment card to the payment terminal located in front of the entrance to Żabka Nano.
- 83.** In order to prevent abuse, the Organiser shall have the right to verify whether the Participant has funds in the payment card account to pay for purchases in Żabka Nano and to temporarily block such funds ("Pre-Authorisation"). An amount temporarily blocked by the Organiser in the card account shall be no higher than PLN 15.00. Before performing a Pre-Authorisation, the Organiser shall ask the Participant to agree to its execution by displaying a message on the screen available in front of the entrance to Żabka Nano. In accordance with the rules described above, the Organiser – through the Acquirer – may perform a Pre-Authorisation whenever a Participant applies the payment card to the payment terminal available in front of the entrance to Żabka Nano. The Organiser shall release the Pre-Authorisation as soon as the availability of funds in the Participant's payment card account is confirmed and the Participant is granted entry to Żabka Nano. The maximum time for releasing the temporary blockade depends on the payment card issuer, but should not exceed 30 days, unless the transaction is not paid for.
- 84.** A Participant who does not have an Account shall be informed by the Organiser, as soon as they apply their payment card to the payment terminal located in front of the entrance to Żabka Nano, that they need to register an Account and verify their telephone number in order to be able to make purchases in Żabka Nano. In such case, it is necessary to register in the Żabka Nano Service in accordance with the provisions of Section 6.1.–6q.8. above.
- 85.** Only a Participant should be present inside Żabka Nano. In the event that a Participant entering Żabka Nano is accompanied by other persons who do not make purchases in Żabka Nano ("Accompanying Persons"), they shall not apply their payment card to the terminal and shall not register in the Żabka Nano Service.

- 8.6.** In order to make purchases from Žabka Nano, a Participant shall select the Good(s) they wish to purchase from the range available in Žabka Nano, taking them from the store shelves, refrigerator or coffee machine.
- 8.7.** In order to ensure the proper operation of the Organiser's system, when selecting Goods for purchase and moving inside Žabka Nano, a Participant should follow the instructions displayed in front of the entrance to Žabka Nano about how to behave inside Žabka Nano; in particular, the Participant should avoid making any sudden gestures, violent movements, crossing their arms with another customer, putting their private belongings on shelves, coffee machines or refrigerators, and handing Goods to another person staying with them inside Žabka Nano.
- 8.8.** If a Participant abandons the purchase of any Goods in Žabka Nano, putting the Goods back to a place other than the one from which they were originally retrieved shall be interpreted by the Organiser's system as the purchase of the Goods by the Participant. In such case, the price of the Goods not put back in place shall be added to the Participant's account, and the Participant's payment card account shall be debited with the price of such Goods. Non-recognition of Goods as having been purchased by the Participant, in the event of abandoning the purchase of such Goods, shall only be guaranteed if the Goods are put back in the place from which they were originally retrieved.
- 8.9.** If a Participant enters Žabka Nano with Accompanying Persons:
- 8.9.1.** the Participant is obliged to comply with the limit of the number of persons who can stay inside Žabka Nano, as specified in Section 8.15.,
 - 8.9.2.** the Participant is obliged to advise the Accompanying Persons that, in connection with their entry into Žabka Nano, the Organiser (as the controller) will process their personal data and that the Accompanying Persons may read detailed information regarding the processing of their personal data in connection with their visit in Žabka Nano included in the privacy notice available in front of the entrance to Žabka Nano,
 - 8.9.3.** any Goods taken away from Žabka Nano by a Participant's Accompanying Persons or not put back in place in Žabka Nano shall be recognised by the Žabka Nano Partner as having been purchased by the Participant and, consequently, shall be added to the Participant's account when shopping in Žabka Nano.
- 8.10.** After selecting all Goods a Participant wishes to purchase and finishing the shopping, the Participant shall leave the Autonomous Store together with the Participant's Accompanying Persons (if applicable).
- 8.11.** The activity of the Participant and Accompanying Persons in Žabka Nano shall be monitored and analysed by means of the Organiser's special system, connected to a set of cameras. This system makes it possible to determine which Goods have been selected by the Participant for purchase (i.e. which Goods the Participant has placed in their Shopping Cart), and, consequently – to prepare a summary of the purchase of Goods, collect payment for the purchase of Goods, and issue and deliver an electronic proof of purchase.
- 8.12.** The subject matter of the sale contract concluded by a Participant with the Žabka Nano Partner shall be the Goods from the range available in Žabka Nano which the Participant and – in the case referred to in Section 8.9.3. above – the Participant's Accompanying Persons took away with them from Žabka Nano or did not put back in place in Žabka Nano. These Goods shall be identified by the Organiser's system based, in particular, on the observation and analysis of which products the

Participant and – if applicable – their Accompanying Persons took with them from the shelves, refrigerator or coffee machine, and which they put back in place inside Żabka Nano.

8.13. The conclusion of a sale contract with the Żabka Nano Partner shall occur when a Participant leaves Żabka Nano, i.e. when a Participant leaves Żabka Nano. This means that the sale of Goods is carried out directly in Żabka Nano and does not constitute a contract for the sale of Goods concluded remotely, within the meaning of Article 2.1 of the Polish Consumer Rights Act of 30 May 2014 (Dz.U. of 2014, item 827, as amended).

8.14. Upon leaving Żabka Nano, a Participant may not return the purchased Goods.

8.15. There may be restrictions on the maximum number of persons staying inside Żabka Nano at the same time. In the event that the limit of persons who can stay inside a given Żabka Nano at the same time is reached, the entry of further persons into the Żabka Nano shall not be possible until the space is vacated. Details of the limit of persons in a given Żabka Nano shall be displayed on the screen located at the entrance to the Żabka Nano.

8.16. Immediately after leaving Żabka Nano, a Participant shall receive to the telephone number assigned to their Account an SMS message about the completion of purchases, containing a message about the total amount due for the purchases, together with an active link dedicated to that particular Participant, as referred to in Section 4.3.5 above, enabling in particular download (saving in memory) of an electronic proof of purchase for the purchases made in Żabka Nano via the Organiser's website, and the amount due for the purchases shall be automatically debited from the Participant's payment card account.

8.17. The message referred to in Section 8.16. above shall serve the Participant to verify proper performance of services by the Organiser and shall facilitate the lodging of complaints in case of any irregularities, but shall not constitute a fiscal receipt or invoice. The message is automatically generated by the Organiser's system and is a confirmation of the total amount due for the Goods assigned to the Participant by the Organiser's system, for which the Participant's payment card account will be debited as payment for purchases made in Żabka Nano.

8.18. The total value of purchases made by a Participant during a single visit in Żabka Nano may not exceed the amount of PLN 100.00 (one hundred złoty), inclusive of VAT.

8.19. Inside Żabka Nano, it is prohibited for a Participant and Accompanying Persons to undertake any unlawful actions, actions that violate law, good morals or commonly accepted social norms. In particular, it is prohibited to damage Żabka Nano or the Goods and to block Żabka Nano in order to prevent others from making purchases.

8.20. Shopping in Żabka Nano shall not be possible:

8.20.1. during a technical break,

8.20.2. during a service interruption, taking place according to the needs of the Żabka Nano (e.g. in connection with the need to remove a breakdown).

8.21. The Żabka Nano Service shall not be available to Participants in Stores, except for Stores of a Żabka Nano Partner in which an Autonomous Store is available within specific time ranges. See the list of Stores with an Autonomous Store [here](#).

8.22. Information on the times of availability of Autonomous Stores, including Autonomous Stores available in Stores of a Żabka Nano Partner, and on technical breaks and service interruptions shall be available in the respective Autonomous Stores.

- 8.23.** If a Participant wishes to purchase Goods that are energy drinks, it is necessary for the Żabka Nano Partner to initiate the Participant's age verification process to confirm that the Participant is allowed purchase such Goods. A Participant being a member of the Scheme using the Application can verify their age based on the ID number or QR code assigned to their Scheme account in the Application. In such case, the verification process shall be triggered by the Participant scanning the ID number or QR code available in the Application across the screen available at the Żabka Nano Partner. After scanning them, Żabka Polska, as the organiser of the Scheme of which the Participant is a member, shall provide the Żabka Nano Partner with information on whether the Participant has been verified under the Scheme as an adult by the Store attendant in connection with the Participant's purchase in the Store of goods not intended for persons under 18 years of age, according to the Participant's purchase history stored by Żabka Polska in the Application and assigned to the scanned ID number or QR code. The age verification method described in this section cannot be used if the Participant is not a member of the Scheme and user of the Application in accordance with the [Terms and Conditions of the Scheme](#).
- 8.24.** If a Participant wishing to purchase energy drinks does not want the Organiser to share with the Żabka Nano Partner the personal information referred to above from the Participant's Scheme account, the Participant may instead use the remote video age verification method provided by the Żabka Nano Partner directly in Żabka Nano. In such case, the Participant will not scan the Scheme participant's ID number or the QR code available to Scheme participants in the Application, and the Żabka Nano Partner will not receive from the Organiser the information referred to in Section 8.23 above. The video verification shall be performed by the Żabka Nano Partner as a seller of energy drinks and shall not constitute a functionality of the Żabka Nano Service described in these Terms and Conditions.

9. PAYMENTS

- 9.1.** Payments for purchases in Żabka Nano may only be made through a Participant's active payment card linked to the Participant's Account in the Żabka Nano Service, subject to Section 9.4 and Section 9.12 below. If more than one payment card is assigned to the Participant's Account, payments for purchases in Żabka Nano shall be made through the payment card that the Participant applied to the terminal before entering the Żabka Nano.
- 9.2.** A Participant is obliged to ensure that their active payment card account has sufficient funds to cover the amount due for purchases made in Żabka Nano.
- 9.3.** The total amount due for purchases made in Żabka Nano shall be debited from the Participant's payment card account automatically, immediately after the purchases are summed up by the Organiser's system, in accordance with Section 8.16. above.
- 9.4.** In the event of an unsuccessful attempt to collect payment due for purchases made in Żabka Nano, the Organiser shall make at least one more attempt within the upcoming two years – counting from the first unsuccessful attempt, but no later than until the user revokes their consent to execute the payment transaction. Thereafter, the Participant shall receive via SMS a link to pay for the purchases through the Acquirer. Until the bill is paid, the Organiser shall block the Participant from making further purchases in Żabka Nano.
- 9.5.** If, despite the expiry of the time limit referred to in Section 8.4. above, the collection of

payment for purchases does not take place for reasons attributable to the Participant, the Organiser may terminate the Participant's contract for the Żabka Nano Service with immediate effect and thus block the Participant's ability to use the Żabka Nano Service.

- 96. The Żabka Nano Partner may take any action to enforce a Participant's outstanding payment for purchases. For this purpose, the Organiser shall have the right to transfer the Participant's data to the Żabka Nano Partner in order to enable the Żabka Nano Partner to enforce the amount due.
- 97. Any refunds of payments made by a Participant shall be transferred to the account of the Participant's payment card through which they paid for their purchases.
- 98. The Żabka Nano Partner shall document a sale of Goods to a Participant by issuing to the Participant a proof of purchase in the form of an electronic image of the receipt, sent in the form of an active link in an SMS message to the telephone number of that Participant assigned to their Account.
- 99. By registering an Account and activating the Żabka Nano Service, a Participant:
 - 99.1 confirms that they are a Consumer or a Consumer-Entrepreneur, and that the purchase of Goods is not directly related to the Participant's business activity and is not of a professional nature for them,
 - 99.2 agrees and requests to receive an electronic image of the receipt to the telephone number provided by the Participant during the registration.
- 910. Consent to receiving electronic sale documents (proofs of purchase) referred to in Section 9.9.2. shall also include the Participant's consent to receiving correction notes and duplicate sale documents in electronic form.
- 911. Payments using the Żabka Nano Service shall be made exclusively in the Polish currency (złoty – PLN).
- 912. Without prejudice to Section 9.4. above, the Organiser shall enable a Participant – through the Acquirer – to settle any outstanding payments (unpaid bill) for purchases made in Żabka Nano, by selecting the 'Pay for purchases' button or a similar button available on the Organiser's website, which can be accessed if the Participant clicks on a dedicated link enabling download of an electronic image of the receipt. The Participant shall receive the link referred to in the preceding sentence in an SMS message after leaving Żabka Nano. Until the bill is paid, the Organiser shall block the Participant from making further purchases in Żabka Nano.

10. PERSONAL DATA

- 101. Żabka Polska shall be the controller of Participants' personal data to the extent necessary to provide the Żabka Nano Service in accordance with these Terms and Conditions.
- 102. In order to perform the Żabka Nano Service, Żabka Polska shall make available a Participant's personal data in the form of data relating to purchases of Goods made by them at a Żabka Nano Partner, including data resulting from purchases of energy drinks and data necessary to issue an electronic proof of purchase (an electronic image of the receipt) and data necessary to handle the Participant's complaint regarding any defects in Goods, to the Żabka Nano Partner who is a party to the contract for the sale of Goods concluded with the Participant in connection with the purchases made in Żabka Nano. Such data is provided solely in connection with the purchase of Goods by the Participant in order for the Żabka Nano Partner to handle any complaints lodged, and

– if the Participant wishes to purchase energy drinks, in connection with the need to verify the Participant's age based on data on the Participant being also a member of the Scheme, in order for the Participant to purchase such Goods. The legal basis for sharing personal data is the necessity to perform the contract for the provision of the Żabka Nano Service, concluded between Żabka Polska and the Participant.

10.3. The Żabka Nano Partner may process a Participant's personal data related to purchases made in Żabka Nano, as well as data related to the processing and handling of any complaints. If a Participant wishes to purchase energy drinks from a Żabka Nano Partner, the Żabka Nano Partner may also process information related to the verification of the Participant being also a member of the Scheme as an adult by the Store attendant in connection with the purchase in the Store by the Participant being a member of the Scheme of goods intended for adults only. The Żabka Nano Partner is then the controller of the personal data within the meaning of the applicable data protection regulations and processes such data for the purpose of concluding and performing a contract for the sale of Goods, handling complaints, as well as establishing, exercising and defending against claims. The data of the entity operating an Autonomous Store, which is the controller of personal data in connection with the performance of a specific contract for the sale of Goods, is available on the electronic image of the receipt sent to a Participant in electronic form (i.e. in the form of an active link redirecting the Participant to the Organiser's website, through which they can download and save the electronic proof of purchase).

10.4. More information on the processing of Participants' personal data, including information about their rights, is provided in the Organiser's Privacy Policy.

11. COMPLAINTS

11.1. All complaints related to the Żabka Nano Service, including with respect to the inconsistency of a receipt or proof of purchase with facts (e.g. too many Goods indicated on the proof of purchase, indication on the proof of purchase of Goods that were not purchased by the Participant), including a request to modify or erase data, may be submitted to the Organiser via CSC – at the discretion of the person submitting the complaint:

1. to the CSC email address: kontakt@zabka.pl,
2. in writing – by letter sent to CSC (Żabka Polska sp. z o.o., ul. Stanisława Matyi 8, 61-586 Poznań, Poland),
3. by telephone: +48 61 856 37 00,
4. via the complaint form available on the Organiser's website, to which the Participant will be redirected by a link received in an SMS message, as referred to in Section 4.3.5 above.

11.2. In the case of complaints submitted via the complaint form available on the Organiser's website, to which the Participant will be redirected by a link received in an SMS message, as referred to in Section 4.3.5 above, concerning:

- 11.2.1. wrong number of product units charged for by the Żabka Nano system during purchases or failure of the Żabka Nano system to charge for a product at all;
- 11.2.2. problems with a purchased product (i.e. defects in purchased Goods, such as damage, products past expiry dates, etc.);

11.23. the Participant having been charged by the Żabka Nano system for a product with an amount different than the price with which the product was marked directly in the Autonomous Store or with an amount different than the price applicable under a promotional offer,

they can be handled automatically by the Organiser's system. When complaints are submitted for review in the manner referred to in the preceding sentence, the Organiser shall take into account the value of the products covered by the Participant's complaint and the number of the Participant's complaints that have so far been handled automatically. Other complaints lodged by the Participant through the website referred to in Section 11.1.4 above not meeting the conditions set out in the preceding sentences of this section shall be handled in the traditional manner, i.e. through CSC.

113. In the case of complaints concerning any problems with Goods purchased in Żabka Nano, submitted through the Organiser's website in the manner described in Section 11.2. above, the Organiser's system shall automatically forward them for handling to the Żabka Nano Partner.

114. When submitting a complaint in the manner referred to in Section 11.1.4 above, the Participant shall provide an email address to which a response is to be sent.

115. In any case, the Organiser shall respond to a complaint no later than within 14 (fourteen) days of its receipt, unless a shorter period for responding to the complaint is required by mandatory provisions of law.

116. The response to a complaint shall be provided in writing or by email, depending on the method of submission of the complaint.

117. Complaints shall be handled on the basis of the provisions of these Terms and Conditions and the provisions of law generally applicable in Poland.

118. Complaints submitted by a Participant in the manner described in Section 11.1.1.–4. above concerning defects in Goods purchased in Żabka Nano should be addressed to the Żabka Nano Partner through CSC or via the complaint form available on the Organiser's website, to which the Participant will be redirected by a link received in an SMS message, as referred to in Section 4.3.5. of these Terms and Conditions. Information on the Żabka Nano Partner shall be visible e.g. on the proof of purchase. Complaints shall be handled under the provisions of the Polish Civil Code concerning warranty.

12. CHANGES TO THE TERMS AND CONDITIONS

121. For a valid reason, the Organiser may make changes to these Terms and Conditions. A valid reason justifying a change to the provisions of these Terms and Conditions shall be:

12.11. a change in generally applicable laws or their interpretation applied by competent authorities, directly affecting the content of these Terms and Conditions and resulting in the need to amend them to ensure consistency with such changed laws or their interpretation;

12.12. issuance of a ruling, decision or other similar act by a court or competent public authority, directly affecting the content of these Terms and Conditions and resulting in the need to amend them to ensure consistency with such ruling,

decision or other similar act;

- 12.13.** prevention of breaches of these Terms and Conditions or prevention of fraud;
 - 12.14.** removing ambiguities or doubts regarding interpretation of the content of these Terms and Conditions;
 - 12.15.** a change in the process of joining or activating the Żabka Nano Service by Participants;
 - 12.16.** changes in any of the names, addresses or company data included in these Terms and Conditions;
 - 12.17.** the need to adjust technical requirements stated in these Terms and Conditions to current standards,
 - 12.18.** expansion of the product range available in Autonomous Stores to include Goods subject to specific legal regulations, requiring their inclusion in these Terms and Conditions,
 - 12.19.** covering of Autonomous Stores available through the Żabka Nano Service by promotional campaigns run under the “żappka” loyalty scheme organised by Żabka Polska, or other promotional or sales support activities conducted by the Organiser,
 - 12.1.10.** changes in the procedure for concluding a contract for the provision of services or making purchases in Autonomous Stores.
- 122.** The Organiser shall notify Participants of a change in these Terms and Conditions by means of an SMS message addressed to the telephone number assigned to a Participant’s Account, making the amended Terms and Conditions available and stating the effective date of the change in the Terms and Conditions, which date shall be at least 14 (fourteen) days from the date of sending the notification of such change, subject to Section 12.3. below.
- 123.** If an applicable law, ruling or other similar act of a competent public authority requires the Organiser to amend these Terms and Conditions within a shorter period of time than that indicated in Section 12.2. above, the notification of the amendment to these Terms and Conditions shall specify such shorter period of time, along with the relevant reason.
- 124.** The amended Terms and Conditions shall apply to a Participant who does not terminate the contract for the provision of the Żabka Nano Service prior to the effective date of the amendment.

13. TERMINATION OF THE CONTRACT

- 131.** A Participant may cancel the use of the Żabka Nano Service (terminate the Żabka Nano Service Contract) at any time, without having to provide a reason. For this purpose, the Participant may contact the Organiser through the Customer Support Centre. The Organiser reserves the right to verify the identity of the person notifying cancellation of the Żabka Nano Service.
- 132.** The Organiser reserves the right to terminate the Żabka Nano Service Contract at any time for a valid reason. To this end, the Organiser shall send a relevant notice to the Participant via a text message addressed to the telephone number assigned to the Participant’s Account. The notice period in such case shall be 14 days, running from the date on which the Participant is notified of

the termination in the manner described in the preceding sentence.

133. A valid reason referred to in Section 13.2. shall include:

- 1331.** a change in generally applicable laws directly affecting Autonomous Stores and resulting in the necessity for the Žabka Nano Partner or the Organiser to discontinue such activity,
- 1332.** issuance of a ruling or decision by a court or a competent public authority regarding Autonomous Stores, resulting in the necessity for the Žabka Nano Partner or the Organiser to discontinue such activity,
- 1333.** introduction of a different autonomous retail model in place of Autonomous Stores,
- 1334.** termination of cooperation or change in the rules of cooperation between the Organiser and the Žabka Nano Partner.

134. Without prejudice to Section 13.2 of these Terms and Conditions, the Organiser may exclude a Participant from the Žabka Nano Service (termination of the Žabka Nano Service Contract with immediate effect), for a valid reason consisting in:

- 1341.** repeated violation of these Terms and Conditions by the Participant (despite prior warning by the Organiser) or gross violation of these Terms and Conditions by the Participant involving, in particular, damage or contamination of Žabka Nano or use of the Žabka Nano Service for fraud or similar abuse to the detriment of the Žabka Nano Partner or to the detriment of the Organiser,
- 1342.** failure of the Participant to pay for purchases made in Žabka Nano, after applying the procedures set out in Section 9.4. of these Terms and Conditions.

135. Without prejudice to Section 13.2 and Section 13.4 of these Terms and Conditions, the Organiser shall have the right to terminate the Žabka Nano Service Contract with respect to a Participant who has not used the Žabka Nano Service for a period longer than 1 (one) year (a “dead Account”). If the Organiser chooses to exercise this right to terminate the Žabka Nano Service Contract referred to in the preceding sentence, the Organiser shall notify the Participant of its termination via an SMS message sent to the telephone number assigned to the Participant’s Account. The notice period shall be 14 days, running from the date on which the Participant is duly notified of the termination. After expiry of the notice period, the Participant’s Account shall be deleted by the Organiser and the Participant shall no longer be able to use the Žabka Nano Service. If the Participant requests that their Account be deleted immediately (without notice), the Organiser shall delete that Participant’s Account as requested.

136. A Participant shall be notified of termination of the Žabka Nano Service by the Organiser through an SMS message addressed to the telephone number assigned to the Participant’s Account, stating the reason for the termination.

137. The Participant may lodge a complaint to the Organiser if, in their opinion, the termination of the service by the Organiser is unjustified.

138. If there is a reasonable suspicion that a Participant is in breach of these Terms and Conditions, the Organiser shall be entitled to suspend the provision of the Žabka Nano Test Service or the Žabka Nano Service and block the Participant’s access to Žabka Nano, provided that such measure is adequate and necessary to counteract the potential breach or mitigate its consequences. The Organiser shall notify a Participant of suspension of the Žabka Nano Test Service or the Žabka Nano Service and the blocking of access via an SMS text message addressed to the telephone

number assigned to the Participant's Account, stating the reason. Suspension of the Żabka Nano Test Service or Żabka Nano Service shall take place for a time necessary to clarify the issue. Upon clarification of the issue, the Organiser shall resume the provision of the Żabka Nano Test Service or the Żabka Nano Service, or shall terminate the contract for the provision of the service in question, if the reasons indicated in Section 14.3. or 14.4. of these Terms and Conditions have indeed occurred.

- 139.** The Organiser may refuse to re-register a Participant whom it has excluded from the possibility of using the Żabka Nano Service pursuant to Section 13.2, 13.3, or 13.4 of these Terms and Conditions.

14. DISPUTE RESOLUTION

- 141.** In accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes), there is an online ODR platform (available at: <http://ec.europa.eu/consumers/odr>) for out-of-court dispute resolution between consumers residing in the European Union and businesses located in the European Union wishing to resort to out-of-court dispute resolution for contractual obligations arising from online sale contracts or service contracts.
- 142.** The Organiser wishes to make clear that, unless such obligation arises from mandatory provisions of law, the Organiser does not use out-of-court methods of claim settlement (out-of-court dispute resolution). In addition, the Organiser does not undertake to use the ODR platform referred to in Section 14.1. above.
- 143.** In the event of a dispute with the Organiser, the Participant may seek assistance and advice from the relevant city or county consumer ombudsman or consumer organisations such as the Federation of Consumers, the Association of Polish Consumers and the European Consumer Centre. More information is available on the websites of these entities.

15. FINAL PROVISIONS

- 151.** The language of the contract for the provision of the Żabka Nano Service concluded by the Organiser with a Participant, shall be the Polish language.
- 152.** When using the Żabka Nano Service, it is prohibited for Participants to provide unlawful content, or content that violates law or good morals.
- 153.** Detailed information about the Żabka Nano Service and the terms and conditions of its use is available
- 153.1.** on the website at: nano.zabka.pl/regulaminy
 - 153.2.** at the Customer Support Centre,
 - 153.3.** in the Organiser's registered office.
- 154.** These Terms and Conditions are available in electronic version (including downloadable PDF format) at: nanozabka.pl/regulamin.pdf
- 155.** These Terms and Conditions are subject to the laws of Poland.

PRIVACY POLICY FOR ŻABKA NANO MODEL SERVICES

1. DEFINITIONS

- 1.1. **Controller** or **Żabka Polska** – Żabka Polska sp. z o.o. with its registered office in Poznań, ul. Stanisława Matyi 8 (61-586 Poznań, Poland), entered in the business register maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0000636642, NIP (Tax Identification Number): 5223071241, REGON (Industry Identification Number): 365388398, BDO (Number in the Database on Products and Packaging and Waste Management): 000016909, with a share capital of: PLN 113,215,000.00.
- 1.2. **Application** – a mobile application under the name of “żappka”, designed to be installed on a mobile device powered by Android or iOS, which contains a QR code and ID number of the participant being a member of the “żappka” scheme, run by Żabka Polska in accordance with the Terms and Conditions of the Scheme.
- 1.3. **Autonomous Store / Żabka Nano** – a special autonomous store enabling the sale of goods and retail services, organised under the Żabka Nano Model, operating under the “Żabka Nano” banner, located on the territory of Poland, in which a Participant of the Żabka Nano Test Service or the Żabka Nano Service can purchase Goods from the Żabka Nano Partner.
- 1.4. **Customer Support Centre or CSC** – the Customer Support Centre run by the Organiser, which can be contacted by Participants in matters relating to the Żabka Nano Service, and for reporting any irregularities in their operation, including lodging complaints and making any changes to a Participant’s Account. CSC can be contacted by telephone at +48 61 856 37 00 or by email at: kontakt@zabka.pl
- 1.5. **Personal data** – all information about a natural person identified or identifiable by one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity, including device IP, location data, Internet ID and information gathered through cookies or other similar technology.
- 1.6. **Account** – a Participant’s individual account maintained in the Organiser’s system and active after registration, where information about the Participant’s activities and actions within the Żabka Nano Service, including the Participant’s purchases in Żabka Nano, is recorded.
- 1.7. **Żabka Nano Partner** – an entity operating an Autonomous Store under the Żabka Nano Model, who cooperates with Żabka Polska under a franchise agreement (franchisee).
- 1.8. **Scheme** – the “żappka” scheme, the terms and conditions of which are separately defined in the [Terms and Conditions of the Scheme](#).
- 1.9. **Policy** – this Privacy Policy.
- 1.10. **Terms and Conditions** – terms and conditions for the use of services under the Żabka Nano Model.
- 1.11. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC.
- 1.12. **Participant** – a natural person who meets the conditions of use of the Żabka Nano Service as specified in the Terms and Conditions and has registered and activated an Account with the Żabka Nano Service.

- 1.13.** Other capitalised terms used in this Policy that are not defined in Section 1.1. through 1.10. above have the meanings given to them in the Terms and Conditions of the Scheme.

2. SCOPE OF DATA PROCESSED IN CONNECTION WITH THE USE OF THE ŻABKA NANO SERVICE

- 2.1. The use of the Żabka Nano Service involves processing by the Controller of the following personal data of a Participant using the service: telephone number, payment card tokens, last four digits of the payment card, transaction ID, transaction amount, date and time of the transaction, place of the transaction, products purchased, Participant's ID, and information of the Participant's having turned 18 years of age – determined by Żabka Polska on the basis of the purchase history available in the Application concerning the Participant's purchases in the Store of Goods not intended for persons under 18 years of age and assigned to the ID number scanned by the Participant (being also a member of the Scheme) from the Application or the QR code from the Application and using the Application in the Autonomous Store for the purpose of initiating the age verification process to purchase certain Goods. The service also processes purchase history data – data on each product purchased by the Participant in an Autonomous Store where identification with the Participant's ID took place, form of payment, card issuer, vector figure and movement in the Autonomous Store, products picked up and put back in place in the Autonomous Store, time spent in the Autonomous Store, the Participant's path in the Autonomous Store, image, and information about complaints lodged.
- 2.2. The Controller also processes data on the products picked up and put back by the Participant's Accompanying Persons and the time such persons stayed inside the Autonomous Store, if the Participant was accompanied by such persons. Such data is necessary for the provision of the Żabka Nano Service.
- 2.3. The Controller may conduct satisfaction surveys by questionnaires texted to Participants of the Żabka Nano Service. Having received a text message about the option to respond to the questionnaire, the Participant interested in filling it out should follow the guidelines texted in the message. Depending on the subject matter of a survey, the Participant may provide the Controller with their opinions, impressions or expectations regarding use of the Autonomous Store, including the Żabka Nano Service, as well as goods or services covered by Promotions. Provision of such data is voluntary.

3. USE OF THE ŻABKA NANO SERVICE

- 3.1. In accordance with the Terms and Conditions, the use of the Żabka Nano Service requires registration of the Participant's Account in the service. In order to use the Żabka Nano Service, the Participant must additionally make an activation in accordance with the provisions of the Terms and Conditions.
- 3.2. Persons who register for the Żabka Nano Service are asked to provide data necessary to activate the service and to create and maintain an Account. Providing such data is required in order to use the Żabka Nano Service, including making purchases in an Autonomous Store, and failure to provide the data results in the inability to register in the

Žabka Nano Service and inability to make purchases in an Autonomous Store.

- 3.3. The use of the Žabka Nano Service does not require the Participant to provide additional personal data, but requires them to activate the service through verification of their telephone number by rewriting the SMS authorisation code sent to the number provided by the Participant, and then entering it into the verification system on the screen available in front of the entrance to the Autonomous Store.
- 3.4. If a Participant provides any personal data of other individuals (including their first name, surname, telephone number or payment card details) during Account registration or use of the Žabka Nano Service, they may only do so under the condition that they do not violate the provisions of the applicable law and personal rights of such individuals.
- 3.5. As the Žabka Nano Service is available to Participants who have confirmed their identity through verification of their telephone number by rewriting the SMS authorisation code sent by the Organiser to the number provided by the Participant and then entering it into the verification system on the screen available in front of the entrance to the Autonomous Store, the Controller may require additional personal data from the Participant in cases in which the confirmation of the Participant's identity will depend on the performance of certain activities (e.g. as part of the Participant's interaction with CSC).
- 3.6. Registration of an Account and use of the Žabka Nano Service require the Participant to provide payment card details. Neither the Controller nor the Žabka Nano Partner shall store the Participant's full payment card details. The Controller shall store the last four digits of the Participant's payment card number in order to identify the Participant and to ensure the security of services provided by the Controller. The Organiser shall convert the Participant's payment card data, which includes the card number, into a unique token in real time, which is used to identify the payment card of the Participant making purchases in an Autonomous Store. The Participant's payment card token is transferred by the Controller to its subcontractor, Adyen N.V., based in the Netherlands, which performs payment processing services.
- 3.7. Once a Participant enters an Autonomous Store, special software connected to a set of cameras installed inside will track the movement of the Participant and their Accompanying Persons (if applicable), as well as the products purchased by the Participant or their Accompanying Persons (if applicable). The contents of the Participant's shopping cart and the amount to be paid for purchases made in the Autonomous Store will be determined automatically based on the observation of the Participant and their Accompanying Persons (if applicable). This information may also be used for analytical purposes as specified in Section 3.8.3 through 3.8.5 below.
- 3.8. Data of Participants using the Žabka Nano Service shall be processed for the following purposes:
 381. to perform the Žabka Nano Service, including the maintenance of the Account, operation of the Autonomous Store and handling of complaints (including the handling of complaints based on footage obtained from the monitoring system in the Autonomous Store), and to prepare personalised promotional offers – the legal basis for the processing is the necessity of processing to perform the Žabka Nano Service used by the Participant (Article 6(1)(b) of GDPR);
 382. to enable settlements of the Žabka Nano Partner with Participants making purchases in an Autonomous Store – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) consisting in ensuring the operation of

- Autonomous Stores as part of the Žabka Nano Service used by the Participant and providing the Žabka Nano Partner with information necessary to document sales to a Participant in the Autonomous Store;
383. to enable a Participant being also a Participant of the Scheme, in accordance with the provisions of the Terms and Conditions, to purchase energy drinks at the Žabka Nano Partner, the purchase of which requires verification by the Store attendant whether the Participant has turned 18 years of age, and to enable the Participant to take advantage of the Žabka Nano Partner's age verification process for that Participant – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) consisting in ensuring the operation of Autonomous Stores as part of the Žabka Nano Service and providing the Žabka Nano Partner with information necessary to complete sales of energy drinks;
384. to develop the Žabka Nano Model for the franchise business and to gain know-how on the operation of dispensing machines under the unmanned model, including optimising the operation of Autonomous Stores – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) in improving the quality of services provided and the functionality of solutions applied;
385. to improve the performance of the Autonomous Store technology based on image recording (correct tracking of the movement of a Participant and their Accompanying Persons in the Autonomous Store for the purpose of transaction settlement) – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) in providing the appropriate quality of the Žabka Nano Service under the Žabka Nano Model;
386. to improve the quality of services provided and the functionality of Autonomous Stores based on the analysis of behaviour of a Participant and their Accompanying Persons in an Autonomous Store – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) consisting in enhancing customer experience and competitiveness of Autonomous Stores;
387. to prevent fraudulent use of the Žabka Nano Service, including fraud related to non-payment for purchases made in an Autonomous Store – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) involving the detection and elimination of fraud in using the services by the Participant;
388. to conduct satisfaction and expectations surveys among Participants of the Žabka Nano Service – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) consisting in the possibility of improving the quality of services provided by the Controller, as well as the quality of goods and services offered in the Autonomous Store;
389. for analytical and statistical purposes – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) in performing analyses and maintaining statistics on satisfaction surveys conducted by the Controller among Participants;
3810. to exercise or defend against claims – the legal basis for the processing is the Controller's legitimate interest (Article 6(1)(f) of GDPR) consisting in the possibility of defending its economic interests;
3811. for marketing through the promotion of the Žabka brand – the legal basis for the processing is the Controller's legitimate interest in fostering Participants' ties with the

Żabka chain and enhancing customer experience and competitiveness of the chain; the rules of processing personal data for marketing purposes are described in the 'MARKETING' section,

- 3.9. The contract for the sale of Goods in an Autonomous Store is concluded by a Participant with the Żabka Nano Partner operating the Autonomous Store. Accordingly, Żabka Polska will share the Participant's personal data including: telephone number, Goods purchased and amount of payment due, and the date and place of purchase with the Żabka Nano Partner in order to enable the Żabka Nano Partner to issue and deliver the relevant sale document to the Participant. The legal basis for sharing such personal data is the necessity to perform the contract for the provision of the Żabka Nano Service,, concluded between the Controller and the Participant.
- 3.10. The contract for the sale of energy drinks, the purchase of which requires verification by the Store attendant of whether a Participant has turned 18 years of age, is concluded by the Participant with the Żabka Nano Partner.
- 3.11. In connection with the conclusion of the contract referred to in Section 3.3.10 above, the Żabka Nano Partner shall provide that Participant with a solution for age verification based on data from the Application and the Scheme, provided that the Participant using the Żabka Nano Service is also a member of the Scheme and uses the Application. Such age verification requires the Participant to scan the ID number from the Application at the Autonomous Store or generate a QR code in the Application. In such case, in order to enable the Participant to purchase energy drinks, Żabka Polska, as the organiser of the Scheme, will share with the Żabka Nano Partner the personal data of the Participant being also a member of the Scheme including: information that the Participant has been verified as an adult by the Store attendant in connection with the purchase in the Store by the Participant of Goods not intended for persons under 18 years of age – on the basis of the Participant's scanned QR code generated in the Application or the Participant's ID number available in the Application, according to the purchase history of the Participant being also stored by Żabka Polska in the Application. The personal data is shared by Żabka Polska in order to enable the Participant to purchase energy drinks at the Żabka Nano Partner, the sale of which requires verification by the Store attendant of whether the Participant has turned 18 years of age, as well as to provide the Żabka Nano Partner with information necessary to complete the sale of the energy drinks. The legal basis for sharing the personal data is the necessity to perform the contract on participation in the Scheme, concluded between the Controller and the Participant being also a member of the Scheme.
- 3.12. Provision by Żabka Polska of the Participant's personal data specified in Section 3.3.11. above to the Żabka Nano Partner will not be possible if the Participant intending to purchase energy drinks is not at the same time a member of the Scheme and user of the Application. The verification referred to above is voluntary, and the Żabka Nano Partner shall provide Participants who wish to purchase energy drinks and are not members of the Scheme using the Application or do not wish to use this verification method with the option of remote video verification.
- 3.13. The controller of personal data implementing the age verification process referred to in Section 3.3.11. and 3.3.12. above is the Żabka Nano Partner (Żabka Nano sp. z o.o.).

4. MARKETING

- 4.1. The Controller processes the Participants' personal data in order to carry out marketing activities, which may consist in activities related to direct marketing of the Controller's own goods and services (telemarketing activities).
- 4.2. In the case of the Žabka Nano Service, in order to carry out such marketing activities, the Controller uses profiling, i.e. evaluation of the Participant's past activity in the Autonomous Store in order to predict the Participant's possible future behaviour. This allows the content prepared by the Controller to

be better tailored to the Participant's individual preferences. For more information, see the 'PROFILING' section.

4.3. DIRECT MARKETING

- 431. A Participant's personal data may be used by the Controller to direct marketing content to the Participant via MMS / SMS or telephone. Such activities are undertaken by the Controller only if the Participant has given consent, which may be withdrawn at any time, for example by contacting the Controller at the address provided in Section 1.1 or by contacting CSC referred to in Section 1.3 of this Policy.

5. PROFILING

- 5.1. A Participant's personal data, including data on the Participant's activity in the Autonomous Store, is processed in an automated way in order to create the Participant's profile (profiling). Based on profiling, the Controller prepares personalised promotional offers for the Participant of the Žabka Nano Service regarding the product range sold in Autonomous Stores or other promotions or campaigns run by the Controller.
- 5.2. Personalised promotional offers may only be received by a Participant who has confirmed their identity, i.e. activated the Žabka Nano Service by verifying their telephone number.
- 5.3. Such personalised promotional offer is prepared in particular based on an analysis of:
 - 531. for Participants of the Žabka Nano Service – the Participant's history of purchases made in Autonomous Stores, with a particular focus on the types and quantities of products purchased and preferred shopping times; ;
 - 532. other personal data provided by the Participant or obtained by the Controller from other sources.

6. DATA PROCESSING PERIOD

- 6.1. The period of data processing by the Controller depends on the type of service provided and the purpose of the processing. As a general rule, data is processed for the duration of the service, until consent is withdrawn or an effective objection to data processing is expressed in cases where the legal basis for data processing is the Controller's legitimate interest.
- 6.2. Data collected by the Controller in connection with a Participant's use of the Žabka

Nano Service and operation of an Autonomous Store (including the monitoring footage) for the purpose of billing and documenting sales in the Autonomous Store and handling complaints that require access to the monitoring footage will be processed for two weeks from the date of a visit in the Autonomous Store. Data necessary to improve the Autonomous Store technology will be deleted or anonymised immediately after use.

- 6.3. The period of data processing may be extended if the processing is necessary to establish and exercise or defend against potential claims, and thereafter only if and to the extent required by law. After the processing period expires, the data will be irreversibly deleted or anonymised.

7. PARTICIPANT'S RIGHTS

- 7.1. A Participant has the right to access the content of their data and to request rectification, erasure, restriction of processing, the right to data portability and the right to object to data processing, as well as the right to lodge a complaint to the supervisory authority in charge of personal data protection.

- 7.2. To the extent that a Participant's data is processed on the basis of consent, the consent may be withdrawn at any time by contacting the Controller, for instance through CSC:

721. by telephone at: +48 61 856 37 00;

722. by email at: iod@zabka.pl

723. in writing at: ul. Stanisława Matyi 8, 61-586 Poznań, Poland.

- 7.3. Withdrawal of consent will not affect the legality of processing performed on the basis of consent before its withdrawal.

- 7.4. A Participant has the right to object to the processing of their data for marketing purposes if the processing is carried out in connection with the Controller's legitimate interest as well as – for reasons related to the Participant's particular circumstances – in other cases where the legal basis for the data processing is the Controller's legitimate interest (e.g. the data is processed for analytical and statistical purposes or to conduct satisfaction surveys).

8. RECIPIENTS OF DATA

- 8.1. In connection with the performance of the Żabka Nano Service, the personal data of a Participant using the service will be disclosed to third parties acting for the Controller, including, in particular, cloud service providers, providers of payment processing tools, providers responsible for the operation of IT systems, the provider of the Autonomous Store technology and providers supporting that technology, as well as analytical firms.

- 8.2. The Controller will share with the Żabka Nano Partner (i.e. Żabka Nano sp. z o.o.),

which is a party to the contract for the sale of Goods purchased by the Participant directly in an Autonomous Store, the Participant's personal data including:

1. telephone number, Goods purchased and the amount of payment due, and the date and place of purchase, in order to enable the Żabka Nano Partner to issue and deliver the relevant sale document to the Participant,
2. only if the Participant is also a member of the Scheme intending to purchase an energy drink, the sale of which requires verification by the Store attendant whether the Participant has turned 18 years of age, and such Participant has scanned on the screen available at the Żabka Nano Partner the ID number from the Application or the QR code from the Application – information that the Participant has been verified as an adult by the Store attendant in connection with the purchase in the Store by the Participant of Goods not intended for persons under 18 years of age – on the basis of the Participant's scanned QR code generated in the Application or the Participant's ID number available in the Application, according to the Participant's purchase history stored by Żabka Polska as the Scheme organiser in the Application. The personal data is shared by Żabka Polska in order to enable the Participant to purchase energy drinks at the Żabka Nano Partner, the sale of which requires verification by the Store attendant of whether the Participant has turned 18 years of age, as well as to provide the Żabka Nano Partner with information necessary to complete the sale of the energy drinks.

The legal basis for sharing the personal data specified above is the necessity to perform the contract for the provision of the Żabka Nano Service concluded between the Controller and the Participant.

- 8.3. The Controller reserves the right to disclose selected information concerning a Participant to the competent authorities or third parties who make a request for such information, based on the relevant legal basis and in accordance with the provisions of the applicable law.

9. TRANSFER OF DATA OUTSIDE THE EEA

- 9.1. The level of protection of personal data outside the European Economic Area (EEA) differs from that afforded by European law. For this reason, the Controller transfers personal data outside the EEA only when necessary and provided that an adequate level of protection is ensured, primarily by:

- 9.1.1. cooperating with processors of personal data in countries for which the European Commission has issued a relevant decision regarding an adequate level of privacy protection; in some cases, the European Commission may additionally require such processor to join its approved programmes for non-EEA entities whose participants are required to ensure the same level of personal data protection as is afforded in the European Union (see [here](#) for details);
- 9.1.2. use of standard contractual clauses issued by the European Commission with the additionally required security measures, which ensure the same level of personal data protection as is afforded in the European Union; (to

view such standard contracts, click [here](#));

913 application of binding corporate rules approved by the relevant supervisory authority.

9.2. The Controller always communicates its intention to transfer personal data outside the EEA at the stage of data collection.

9.3. The personal data processed by the Controller as part of the Żabka Nano Service and the operation of the Autonomous Store will be transferred to the provider of the Nano Store technology providing services to the Controller from outside the European Economic Area, i.e. to AiFi Inc. based in the USA.

9.4. Personal Data processed by the Controller as part of the Żabka Nano Service, to the extent related to payment processing, will be transferred to subcontractors of Adyen N.V. based in the Netherlands, i.e. to Adyen UK Limited based in the UK, Adyen do Brasil Ltda based in Brazil, Adyen Mexico SA de CV based in Mexico, Adyen Australia Pty Ltd based in Australia, Adyen Singapore PTE Ltd based in Singapore, Adyen Japan K.K. based in Japan, Adyen Canada Ltd based in Canada and Adyen Inc. based in the USA. The transfer of data applies only if the transfer outside the EEA is necessary for the provision of payment processing services by Adyen N.V., based in the Netherlands, in connection with the performance of the Żabka Nano Service.

9.5. Personal data processed by the Controller as part of the Żabka Nano Service to the extent related to participation in satisfaction, impressions or expectations surveys among Participants in connection with their use of an Autonomous Store, including the Żabka Nano Service, is transferred by the provider of services related to the satisfaction surveys – Get Feedback Racino, Sadowski, Skowronek spółka jawna with its registered office in Warsaw – to its subcontractor outside the European Economic Area, i.e. Cloudflare Inc. with registered office in the USA. In connection with the service provision, Cloudflare Inc., as a subcontractor of Get Feedback Racino, Sadowski, Skowronek spółka jawna of Warsaw acting for the Controller, may transfer Participants' personal data to the following country outside the European Economic Area: USA.

9.6. In order to ensure a high degree of protection for the personal data transferred, this transfer is based on:

961. the European Commission's decision finding an adequate level of protection for Personal Data in Canada, which is available at: <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32002D0002> – in the case of transfers of personal data to Adyen Canada Ltd. based in Canada;

962. the European Commission's decision finding an adequate level of protection for personal data in Japan, which is available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2019.076.01.0001.01.EN&toc=OJ:L:2019:076:TOC – in the case of transfers of personal data to Adyen Japan K.K. based in Japan;

963. the European Commission's adequacy decision for the EU–U.S. Data Privacy Framework, available at: <https://commission.europa.eu/document/fa09cbad-dd7d-4684-ae60->

[be03fcb0fddf_en](#) – in the case of transfers of personal data to Cloudflare Inc. based in the USA. Cloudflare, Inc. has self-certified and is listed on the Data Privacy Framework;

964. standard contractual clauses issued by the European Commission – in the case of transfers of personal data to other subcontractors based in the countries referred to in Section 9.3. and 9.4. above; the Participant has the right to obtain a copy of the standard contractual clauses establishing the relevant safeguards and a summary description of the applicable security measures. For this purpose, they should contact IOD@zabka.pl.

9.7. The Controller has performed a risk assessment regarding the transfer of Participants' personal data to the providers referred to in Section 9.6.4 above, and has assessed that – given the safeguards in place – the transfer of personal data to the entities may take place based on the standard contractual clauses (Section 9.1.2 of this Policy).

10. CONTACT INFORMATION

10.1. Contact with the Controller is possible by telephone at : +48 61 856 37 00, via email at: kontakt@zabka.pl , or the postal address of Żabka Polska sp. z o.o., ul. Stanisława Matyi 8, 61-586 Poznań, Poland.

10.2. The Controller has appointed a Data Protection Officer, who can be contacted by email at: IOD@zabka.pl or the postal address: Żabka Polska sp. z o.o., ul. Stanisława Matyi 8, 61-586 Poznań, Poland, in any matter concerning the processing of personal data.

11. PRIVACY POLICY UPDATES

11.1. This Policy is reviewed and revised as necessary. The currently adopted version of the Policy is effective as of 5 July 2023.