

Rules of the Promotional Programme "Introduce a Friend to Pantaenius"

General regulations

These rules set out terms and conditions of the Promotional Programme "Introduce a Friend to Pantaenius" operated by Pantaenius GmbH (Spółka z ograniczoną odpowiedzialnością) Branch in Poland, ul. Gradowa 11, 80-802 Gdańsk, entered in the register of companies of the National Court Register kept by the District Court for North Gdańsk in Gdańsk, 7th Commercial Division of the National Court Register, under the number 0000699878, VAT No (NIP): 2040005358, statistical ID (REGON): 368547489.

Definitions §2

Terms used herein have the following meaning:

- 1. Promotional Programme: Promotional Programme "Introduce a Friend to Pantaenius";
- 2. Rules: these Rules of the Promotional Programme "Introduce a Friend to Pantaenius";
- 3. **Recommending Person**: a natural person that has concluded the Insurance Contract with Pantaenius and meets the terms and conditions of this Rules, provided that the term of the Insurance Contract overlaps, partially or fully, with the term of the Promotional Programme.
- 4. Recommended Person: a natural person, a legal person or another unit having legal capacity that has concluded the Insurance Contract during the Promotional Programme based on a prior recommendation by the Recommending Person and meets the terms and conditions of these Rules.
- 5. Pantaenius Pantaenius GmbH (limited liability company) Branch in Poland, with its registered office at ul. Gradowa 11, 80-802 Gdańsk, entered in the register of companies of the National Court Register kept by the District Court for North Gdańsk in Gdańsk, 7th Commercial Division of the National Court Register, under the number 0000699878, VAT No (NIP): 2040005358, statistical ID (REGON): 368547489. Umowa ubezpieczenia – umowy ubezpieczenia, zawarte pomiędzy Pantaenius a Polecanym lub Polecającym.
- 6. Insurance Contract: an insurance contract concluded between Pantaenius and the Recommended Person or the Recommending Person.
- 7. Policyholder: a natural person, a legal person or another unit with legal capacity that has concluded the Insurance Contract.
- 8. Insured/Co-insured: a natural person, a legal person or another unit with legal capacity for whom/which the Policyholder has concluded the Insurance Contract.
- 9. Recommendation Date: a day on which the Recommending Person enters all necessary data on the Website under the tab "Introduce a Friend to Pantaenius".
- 10. Premium: an amount payable to Pantaenius under the Insurance Contract by a person concluding the Insurance Contract.
- 11. Discount: a reduction of a premium that the Recommending Person is entitled to; terms and conditions for the calculation and assignment of the discount are set out herein.



Principles for participation in the Promotional Programme

§ 3

- 1. The Promotional Programme is addressed solely to persons that meet the terms and conditions of these Rules.
- 2. The Promotional Programme may be joined solely and exclusively via the Website through the tab "Introduce a Friend to Pantaenius".
- 3. A Recommending Person may be a Policyholder whose policy is in force on the Recommendation Date and whose premium's payment is not outstanding at the same time.
- 4. A Recommended Person may only be a person that:
 - a) is not a Recommending Person;
 - b) is not an Insured/Co-insured during this Promotional Programme;
 - c) has neither been a Recommending Person or an Insured/Co-insured nor received any offer from Pantaenius for the last twelve months preceding the day such a person has concluded the Insurance Contract on the basis of a recommendation given by the Recommending Person;
 - d) has agreed that their personal data will be processed by Pantaenius.
- 5. The Recommending Person may recommend Pantaenius to many persons.

Rules of obtaining a discount by the Recommending Person

§4

- 1. In consideration of each of the Recommended Persons that meet all of the following conditions:
 - a) the Recommended Person will conclude the Insurance Contract, including at least "Yacht Casco", with Pantaenius during this Promotional Programme, however no later than within a year from the Recommendation Date;
 - b) the Recommended Person will pay a full premium on the Insurance Contract;
 - c) the Recommended Person will not withdraw from the Insurance Contract as a distance contract/contract concluded outside business premises;

The Recommending Person will obtain a one-off Discount of 7.5% of the premium paid by the Recommended Person.

- 2. The Discount will be credited to the Recommending Party's account on the last day of the month following the end of the quarter of a given calendar year in which the Recommended Person has concluded the Insurance Contract.
- 3. The Recommending Person is entitled to the Discount as of the day it is credited in their account in accordance with Section 2 above.
- 4. The Discount will be deducted from amounts payable under the Insurance Contract concluded by the Recommending Person within a year upon the Discount having been credited in the Recommending Person's account.
- 5. Discounts granted under the Promotional Programme will be aggregated
- 6. The Discount cannot be exchanged into a cash equivalent or an award of any kind.
- 7. The right to the Discount cannot be transferred to third parties.



Liability of Pantaenius

§ 5

- 1. Pantaenius is not liable for any consequences of wrong or untrue data given by the Recommending Person, the Recommended Person or any other person authorised to conclude the Insurance Contract with Pantaenius.
- 2. Pantaenius is not liable for the Recommending Persons referring to the data of the Recommended Persons without theirs authorisation.
- 3. Persons taking part in the Promotional Programme acknowledge that Pantaenius:
 - a) will not give any information about the Recommending Person's Insurance Contract to the Recommended Persons, or
 - b) will not give any information about the Recommended Person's Insurance Contract to the Recommending Person, or
 - c) neither the Recommending Person nor the Recommended Person is entitled to any claims thereunder.

Complaints

§6

- 1. The Recommending Person or the Recommended Person who considers that their rights related to participation in the Promotional Programme have been violated is entitled to file a complaint with Pantaenius GmbH Branch in Poland.
- Complaints should be filed by the use of a form available on the website https://www.pantaenius.com/pl-pl/serwis/ pozostanmy-w-kontakcie/reklamacje/ with an annotation "Promotional Programme Introduce a Friend to Pantaenius – complaint".
- 3. Complaints will be reviewed within 14 business days and the complaining person will receive a written response to the address given in the complaint.

Duration of the Promotional Programme

§7

- 1. This Promotional Programme commences on 1.02.2020.
- 2. Pantaenius has the right to terminate the Promotional Programme at any time, which will be communicated on the Website. Discounts credited to the Recommending Person's account till the end of the Promotional Programme can be used fully even after the end of the Programme in accordance with these Rules.



Personal data protection

§ 8

- The following personal data of the Recommending Person and the Recommended Person will be processed in connection
 with their participation in the Promotional Programme: first name, surname, place of residence/correspondence address,
 e-mail, telephone number.
- 2. The data are given voluntarily. The fact that the data are given must be accepted by the data subject. The person giving the data is solely liable for the content of such data and third party claims against Pantaenius.
- 3. Pantaenius reserves the right to request the Recommending Person to submit the Recommended Person's written consent to their personal data processing by Pantaenius in order to present Pantaenius' services.
- 4. Detailed information on personal data processing by Pantaenius is available on: https://www.pantaenius.com/pl-pl/polityka-ochrony-danych/.

Miscellaneous

§ 9

- 1. The content of these Rules and amendments hereto, if any, are published on the Website.
- 2. All matters not provided for herein are governed by relevant commonly applicable regulations of Polish law.