

Recommendation Programme Regulations  
“EUR -50”

**Section 1 – General Provisions**

1. These Regulations (hereinafter referred to as the “Regulations”) define the terms and conditions of the recommendation programme conducted under the name of “EUR -50”, within the framework of renting rooms in the LivinnX Experience Hall of Residence, located at ul. Romanowicza 4, 30-702 Cracow (“Hall of Residence”) (“Programme”).
2. The Organizer of the Programme is SH GGH Management 8 Sp. z o.o. Sp. K. with its registered office in Warsaw, address: ul. Emilii Plater 53, 00-133 Warszawa, entered in the Register of Businesses maintained by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under KRS number 0000572571, NIP (Tax Identification Number): 5223036641, REGON (Statistical Identification Number): 362345709 (“Organizer”).
3. The content of these Regulations is available in the sales office at ul. Romanowicza 4 in Cracow and on [www.livinnxpoland.pl](http://www.livinnxpoland.pl) webpage.

**Section 2 – Term of the Programme**

1. Recommendation Programme “EUR -50” is valid from 20.04.2020 until 31.03.2021.
2. If the Programme is cancelled, the information concerning the cancellation will be announced by the Organizer on the following website: [www.livinnxpoland.pl](http://www.livinnxpoland.pl) and on LivinnX profiles on Facebook or Instagram.

**Section 3 – Programme Rules**

1. The Programme participant may be a natural person aged 17-30 living in the Hall of Residence and meeting the terms and conditions set out in the Regulations (“Programme Participant” / “Participant”).
2. Minors can participate in the Programme with the consent of their parent or legal guardian (form of the consent constitutes Appendix 1 to the Regulations).
3. The Programme consists in a one-off reduction of the monthly fee for renting a bed in the LivinnX Hall of Residence by EUR 50 (in words: fifty euros) (with the following fixed rate: EUR 1 = PLN 4.3). In order to participate in the Programme, the Participant must meet the following conditions:
  - a. the Participant has the status of a resident of the Hall of Residence, i.e. concludes with the Organizer a relevant lease agreement for a room in the Hall of Residence and
  - b. the Participant recommends a place in the Hall of Residence to a person who meets the conditions specified in subsection 1 above,
  - c. the person to whom the Participant recommended a place in the Hall of Residence (or, in the case of a minor, their parent or legal guardian) signs a lease agreement for a room in the Hall of Residence and payment of an administrative fee by that person.
  - d. the Participant provides the Organizer with information about the recommendation of a place in the Hall of Residence to a given person referred to in point c above and, in the case of a Participant who is a minor - with a signed consent specified in Section 3, subsection 2 of the Regulations. Information and consent (if applicable) should be sent by e-mail to the following address: [team@livinnxkrakow.pl](mailto:team@livinnxkrakow.pl) or by reporting this fact in the

Organizer's office at ul. Romanowicza 4 in Cracow (in this case the consent should be presented in the Organizer's office). The Participant's electronic address used to provide the information and consent (if applicable) indicated in the previous sentence should be the same address as the address provided when the Participant signed the lease agreement. In order to identify the Participant, the information referred to in this point d should include first name and surname of the Participant.

4. The Participant may recommend an unlimited number of people, and for each such recommendation, provided that the provisions set forth in the Regulations are met, the Participant will receive further, one-off rent reductions, each time for the amount equivalent to EUR 50, at the rate specified in Section 3, subsection 3 of the Regulations.
5. A form of the lease agreement relating to the Hall of Residence containing detailed terms and conditions of lease is available in LivinnX office at ul. Romanowicza 4 in Cracow.
6. The Programme is not combined with other promotions of the Organizer.

#### **Section 4 – Complaints**

1. Complaints concerning the course of the Programme may be lodged within 30 days from the date of its completion, in writing at the following address: Biuro Sprzedaży LivinnX, ul. Romanowicza 4, 30-702 Kraków or via e-mail to the following e-mail address: team@livinnxkrakow.pl; with the note "Program -50 euro – complain". The complaint should include first name and surname, e-mail and address of the person lodging the complaint.
2. Only Programme Participants have the right to lodge a complaint in the Programme.
3. Complaints will be examined by a Committee within 14 (fourteen) days of their receipt.
4. The Committee will examine Participants' complaints on the basis of the Regulations.
5. The Participant will be informed about the way the complaint has been examined by e-mail sent to the e-mail address or correspondence address from which the complaint was sent.

#### **Section 5 – Personal Data**

1. Data Controller

The Data Controller is: SH GGH Management 8 Sp. z o.o. Sp. K. with its registered office in Warsaw, address: ul. Emilii Plater 53, 00-133 Warszawa, entered in the Register of Businesses maintained by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under KRS number 0000572571, NIP (Tax Identification Number): 5223036641, REGON (Statistical Identification Number): 362345709, e-mail: team@livinnxkrakow.pl.

You can contact us about your personal data using the contact details indicated above.

2. Objectives and legal grounds for personal data processing

Personal data are processed for the following purposes, based on legal grounds and during the periods indicated below.

- a. Participation in the Programme

Personal data: e-mail, first name and surname. The legal basis for the processing is Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"), i.e. for the purpose of the Participant's participation in the Programme.

Purpose of processing: participation in the Programme.

Data retention time: until 30 days after the last day of the Programme.

b. Examination of complaints and requests, answers to questions

Personal data: e-mail, first name and surname, address

Legal basis: examination of complaints and requests, answers to questions.

Purpose of processing: Article 6(1)(f) of GDPR, i.e. processing for the purposes of the legitimate interests pursued by the Controller consisting in improving the level of services provided, building positive relations with customers, examining complaints.

Data retention time: until 3 years after the last communication with the data subject.

3. Provision of personal data on voluntary basis

Providing the required personal data by the Programme Participant is voluntary and constitutes a condition for participation in the Programme.

4. The categories of personal data concerned:

The Controller informs about the following categories of personal data:

Data of Programme Participants.

5. Sources of personal data:

The personal data processed by the Controller come from the Programme Participant.

6. Recipients of personal data:

Authorized employees or associates of the Controller,

Entity providing IT services to the Controller

7. What rights do you have in relation to the processing of your personal data by us?

On the basis of the GDPR, the data subject has the right to:

- request access to their personal data;
- request rectification of their personal data;
- request deletion of their personal data;
- request restriction of the processing of personal data;
- file an objection to the processing of personal data;
- request transfer of personal data.

If any of the above mentioned requests is submitted to the Controller without undue delay – and in any case within one month from the receipt of the request – the Controller will provide information about actions taken in relation to the submitted request.

If necessary, the Controller may extend the monthly time limit by another two months due to the complex nature of the request or the number of requests. In any case, the Controller informs within one month from the receipt of the request about the extension of the time limit and gives reasons for the delay.

8. Right to withdraw the consent

The Programme Participant may withdraw their consent to the processing of their personal data at any time. Withdrawal of consent to the processing of personal data will not affect the lawfulness of the processing carried out by the Controller on the basis of the consent granted before its withdrawal.

9. Complaint to the supervisory authority

The Programme Participant has the right to lodge a complaint with a supervisory authority, in particular in the Member State of their habitual residence, their place of work or the place where the alleged infringement was committed.

In Poland, the supervisory authority within the meaning of the GDPR is the President of the Personal Data Protection Office.

#### **Section 6 – Final Provisions**

1. The Regulations enter into force on 20.04.2020 and apply for the duration of the Programme.
2. The Participant is obliged to familiarize themselves with the content of the Regulations.
3. Joining the Programme means the acknowledgement and acceptance of the terms and conditions of the Regulations.
4. The Programme Organizer reserves the right to amend the Regulations of the Programme.
5. In the event of an amendment to the Regulations, the Organizer will make the consolidated text of the Regulations available by publishing it on the following website: [www.livinnxpoland.pl](http://www.livinnxpoland.pl). The amendment to the Regulations does not affect orders placed under the Programme before the amendment is made.
4. In matters not regulated by the Regulations, the provisions of the Civil Code apply, as well as other generally applicable provisions of law.
5. Any disputes between the Programme Organizer and the Programme Participant will be settled by a competent common court.

Cracow, 20.04.2020