

Regulations of the SlowGuide Mobile Application and Service for Partners

The version in force on 30/04/2018.

Chapter I.

General provisions

§ 1. Introduction

1. The Regulations define the rules for the use of SlowGuide Mobile Application and Website for the Partners and the definition of the Offers of products and services made by the Partners for the Users.
2. The SlowGuide service is run by *Collegium Vini* Piotr Pietrzyk, ul. Kazimierza Wielkiego 3/43, 30-074 Kraków, Poland, NIP 677-102-69-86, entered in CEIDG
3. All rights to the SlowGuide Website, including proprietary copyrights, intellectual property rights to its name, its Internet domain www.slowguide.eu, as well as to patterns, forms, logos posted on the website www.slowguide.eu (except for logotypes and photos posted by Partners) belong to the Service Provider, and the use of them may only take place in a manner specified and in accordance with the Regulations and with the consent of the Service Provider expressed in writing.

§ 2 Program

1. As part of the SlowGuide service, Partners offer their Clients discounts on products and services provided as part of their activities under the conditions described in these Regulations.
2. The program is organized on the territory of the Republic of Poland and abroad.
3. Participation in the Program is voluntary.

§ 3 Definitions

Mobile Application - software called *SlowGuide* for mobile devices, downloadable from Appstore and Google Play. The Mobile Application is intended for Users and is used to search for Partners' Offers and to conduct marketing activities towards Users.

Partner ID - a unique identification number assigned to the Partner during the registration process.

Offer – a proposal of selling products / services with a discount made by the Partner for Users.

Partner / Partners - a natural person, legal person or an organizational unit that is not a legal person, whose separate law grants legal capacity, offering a discount on the products or services to the User, via the SlowGuide Mobile Application and Website.

Program – activities involving the use of SlowGuide Mobile Application and Website operated by the Service Provider to give Partners a tool to dedicate special offers on products / services for Users.

Discount - the value of the discount granted by the Partner to the User - expressed as a percentage or the amount deducted from the agreed price of goods or services; it may also be an extra added value or a unique special offer.

Partner Zone - a service designed for Partners, used to submit Offers and communicate with the Service Provider.

Website - website www.slowguide.eu under which the SlowGuide Service operates.

Service Provider - *Collegium Vini* Piotr Pietrzyk, ul. Kazimierza Wielkiego 3/43, 30-074 Kraków, Poland, NIP 677-102-69-86, entered in CEIDG

User - a natural person with full legal capacity acting as a consumer, i.e. a person performing activities not directly related to its business or professional activity, using the SlowGuide Mobile Application and Website based on the "Regulations of the SlowGuide Mobile Application and Website for Users".

Chapter II.

Principles of cooperation, rights and obligations of the parties

§ 4 Joining the Program

The Partner joins the Program upon submitting a relevant declaration, i.e. filling in the application form on the Website (www.slowguide.eu in the Partner Zone tab). While joining the Program it is necessary to accept the provisions of the Regulations. Consequently, an individual Partner Profile is created by the Service Provider.

§ 5 Partner's offer

1. The Partner is obliged to prepare an Offer for the Program that the Service Provider makes available on the Website along with the Partner's data and its location on the map. The Offer should contain the information about the product / service and the discount, as well as the location of service or product purchase along with the time or quantity limits for the product / service, if any.
2. The Partner places the Offer via a form available in the Partner Zone tab.
3. The Offer will be posted on the Website and in the Mobile Application after positive verification of the data performed by the Service Provider .

§ 6 Discounts

1. The amount and types of the Discount is determined by the Partner and agreed upon with the Service Provider.
2. Any alteration to the amount or conditions of the Partner's Discount is possible solely on approval of the Service Provider.

§ 7 Making use of the Offer

1. The Partner grants the Offer to every User, on the terms specified in the Offer.
2. The terms and conditions of the Users' participation in the Program are governed by the "Regulations of the SlowGuide Mobile Application and Website for Users".
3. Once the Offer is accepted by the User, the implementation of the product or service may take place through the Partner's website or in the Partner's business location.

§ 8 The limit exhaustion

1. In case the Offer is limited in terms of time and quantity, once the limit has been exhausted, the Offer is no longer displayed by the Service Provider via the SlowGuide Website and the Mobile Application.
2. In case of exhausting products and services included in the Offer in a manner other than described in Paragraph 1, the Partner is obliged to immediately notify the Service Provider via e-mail to the address admin@slowguide.eu.

§ 9 Special offers (GoldTooth Codes)

1. The special offer is limited in terms of time and the number of products / services offered. As it is the Partner's Offer with particularly attractive parameters, the special offer is presented to selected Users in the form of a code sent by e-mail or in another agreed upon form.
2. The special offer will be directed to the Users upon positive verification performed by the Service Provider.
3. The terms and conditions of using the Special Offer by the User are regulated by "Regulations of the SlowGuide Mobile Application and Website for Users".

§ 10 Exclusion of the Partner

The Partner may be excluded from the Program in any of the following cases:

1. If the Partner breaches the provisions of these Regulations or applicable law;
2. If the information provided by the Partner is not true;
3. If the Partner or his Offer fails to meet the conditions specified in the Regulations;
4. When the data provided in the form referred to in § 4 or the Offer itself arouses reasonable suspicion regarding the integrity of the Partner;
5. If the Service Provider discovers the Partner has not granted the Discount declared in the Offer, for reasons other than *force majeure* or having exhausted the limits of products and services covered by the Offer (subject to the obligation in § 8).

The Service Provider may exclude the Partner from the Program with immediate effect. The notification will be sent to the Partner's email address indicated in the application form or by post. In such a case, the Service Provider reserves the right to remove Partner Offers from the Website.

§ 11 Responsibility

The responsibility for the claims of Users and third parties related to the inability to use the Offer is met solely by the Partner.

§ 12 Termination of cooperation

1. The Partner may terminate participation in the Program at any time by sending a relevant statement via e-mail to admin@slowguide.eu 7 days in advance. The termination does not affect the scope and time of making the Offer available on the Website at the time of termination.
2. Subject to § 10 above, the Service Provider may terminate the cooperation in the scope of the Program by sending a relevant statement to the Partner by e-mail, 14 days in advance.

§ 13 Unacceptable content

The Partner will not post, publish or otherwise make available in the Offer and on the Website any unlawful content, as well as content protected by copyright, trademark or other proprietary rights without the express permission of the copyright owner, trademark or property rights.

Chapter III

Final provisions

§ 14 Change of Regulations

The Service Provider reserves the right to amend the Regulations. Information about the changes in the Regulations will be sent to the e-mail address indicated by the Partner in the application form. Amendments to the Regulations come into force after 30 days from notifying the Partner about changes. If the Partner does not oppose within the time limit referred to in the previous sentence, it is assumed that the new content of the Regulations is accepted. The current Regulations are constantly available at www.slowguide.eu.

§ 15 Correspondence

All correspondence related to the Program should be directed to the address of *Collegium Vini* Piotr Pietrzyk, ul. Kazimierza Wielkiego 3/43, 30-074 Kraków, Poland, or via e-mail to the following address: admin@slowguide.eu.

§ 16 Processing of personal data

1. The Partner and the Service Provider act as Data Administrators of personal data to the extent they independently set, concerning goals and methods of processing personal data, as well as personal data of their employees, co-workers and subcontractors.
2. Each of the Data Administrators is responsible for ensuring the compliance of the processing of personal data with the provisions on the protection of personal data that rests with them.
3. The Service Provider and Partner will not entrust each other with the processing of personal data they administrate.

§ 17 Applicable law and jurisdiction

1. In matters not covered by these Regulations, the provisions of the following acts apply: Act of 23 April 1964 - Civil Code, Regulation of the European Parliament and Council (RODO) 2016/679 of 27 April 2016 on the protection of individuals with regard to processing personal data and on the free movement of such data and the repeal of Directive 95/46 / EC.
2. The law applicable to these Regulations is Polish law.
3. Any disputes or claims in connection with the Regulations shall be resolved by the competent court in the Republic of Poland.