

1. GENERAL PROVISIONS

1.1. These Regulations, hereinafter referred to as the "Regulations", set out the terms, scope and conditions of participation in the CarpCoins loyalty programme , hereinafter referred to as the "Programme".

1.2. The programme organiser is Paweł Wyszowski, conducting business under the name "TANDEM BAITES" WYSZKOWSKI PAWEŁ, Piotrowice, 26 Fabryczna Street, 55-311 Kostomłoty, NIP: 9131200715, REGON: 930752527, hereinafter referred to as the "Organiser".

1.3. The programme is run under the name CarpCoins .

1.4. A person wishing to participate in the Programme (hereinafter referred to as "Customer"), in order to become a participant in the Programme (hereinafter referred to as "Participant"), must:

- a) have a registered account in the online shop <https://en.tandembaits.com> (hereinafter referred to as the "Online Shop"),
- b) familiarise yourself with these Rules,
- c) agree to participate in the Programme,
- d) agree to receive the newsletter.

1.5. The rules of participation in the Programme are governed by these Rules, which are available at website <https://en.tandembaits.com>.

1.6. The Organiser reserves the right to amend the Rules at any time during the existence of the Programme, provided that this does not violate the acquired rights of the Participants. Information on changes to the Rules and the effective date of the new Rules will be posted on the website <https://en.tandembaits.com>. Participants will be notified of the change to the Rules by email.

1.7. Unsubscribing from the newsletter means cancelling the Programme. This does not cause you to forfeit

Bonus already earned, it can be used up to its expiry date. When you purchase a po
resignations

new Bonuses in the Programme will no longer accrue.

2. PRINCIPLES OF THE PROGRAMME

2.1. CarpCoins is a special voluntary loyalty programme designed for all Customers who meet the conditions specified in point 1.4. of the Terms and Conditions.

2.2. When making purchases in the Online Shop, the Participant receives a sum bonus of 10% of the value of the purchases made (hereinafter referred to as the "Bonus"), which he/she can use under the terms of the Rules. Participation in the Programme makes it possible to take advantage of additional promotions and special offers on terms defined separately by the Organiser.

2.3. In order to participate in the Programme, it is necessary to provide true personal and contact information when registering for an account with the Online Shop (to enable the verification of the
and confirmation of participation in the Programme), in particular name, surname, e-mail address and telephone number.

2.4. The login data for the user's account in the Online Shop will be sent to the e-mail address provided during registration on the electronic form.

2.5. Joining the Programme, and thus entering into an agreement with the Organiser, takes place as soon as the Participant receives an email from the Organiser at the email address provided in the registration form containing information on the granting of Participant status.

2.6. Only adults may participate in the Carp Talks programme.

2.7. The participant is obliged to comply with the provisions of these Rules and Regulations.

also to refrain from acts contrary to good morals, as well as to refrain from using the membership in the Programme for commercial purposes or acting to the detriment of the Organiser. In particular, the Participant may not undertake the following actions in connection with participation in the Programme:

- a) making purchases in the Online Shop on behalf of or for the benefit of another person using the Participant's Bonus,
- b) to carry out commercial activities in connection with membership in the Programme, in particular involving the resale of goods purchased in the Organiser's Online Shop or stationary shops using the Bonus,
- c) transfer access to the Participant's account in the Online Shop to third parties in purpose to benefit from the Participant Premium.

2.8. The Organiser has the right to exclude the Participant from membership in the Programme in the event that the Participant breaches the provisions of these Rules, in particular the provisions of point

2.7. of the Rules. If a Participant is excluded from membership of the Scheme, the second sentence of clause 1.7. of the Rules shall apply.

3. THE RULES FOR CALCULATING AND USING BONUSES IN THE PROGRAMME

3.1. The participant is credited with an amount bonus of 10% on the value of each purchase made, excluding delivery costs. The bonus cannot be exchanged for cash, it can be only use to pay for a purchase in the Online Shop.

3.2. The accrued Bonus can only be used for subsequent purchases in the Online Shop when purchasing goods that are not discounted and not covered by promotions or discounts. The Bonus shall be used in the form of a discount on purchases made, provided that the discount shall be calculated only on goods not discounted and not covered by promotions and may not be more than 50% of the value of the goods purchased.

3.3. In the event that the accrued Bonus in the Participant's account is greater than 50% of the value of the goods purchased, the remaining unused Bonus remains in the Participant's account and can be used for subsequent purchases. In the event that the accrued Bonus in the Participant's account is less than or equal to 50% of the value of the goods for a particular purchase, then the Participant may use the entire accrued Bonus.

3.4. If the Bonus is used for a transaction in which the Participant buys several goods,

It is proportionally divided between the goods and proportionally reduces the price of any goods not discounted and not covered by promotions.

3.5. The premium from a given transaction will be taken into account at the earliest after the expiry of the statutory

14-

a day's notice of withdrawal by the consumer

concluded at a distance without stating a reason, as referred to in point 5 of the Terms and Conditions.

3.6. The Participant can use the Bonus from a given purchase transaction within a period of up to 180 days. After the expiry of the aforementioned period, the accrued Bonus will expire.

3.7. Information on your account balance and accrued Bonus is available in "My Account"

in the Online Shop. In addition, the Participant shall be informed by the Organiser of the status of the

account and the accrued Bonus by the newsletter, especially close to the Bonus expiry period.

3.8. The Programme does not combine with other programmes, discount codes available for use in the Online Shop and it is not possible to use different programmes, additional discount codes during one transaction, unless the Organiser explicitly indicates that a particular promotion will combine with the Programme.

3.9. To use the Bonus, select pay with Bonus in the cage as the form of payment.

3.10. The Organiser has the option to change the amount of the Bonus accrued. The Bonus acquired before the change of the amount will be able to be used on the terms and conditions before the change. In the event of a change to the amount of the Bonus, the Organiser will post the relevant information on the website <https://en.tandembaits.com> and notify the

Participants by e-mail.

3.11. If the Bonus in the Participant's account has been accrued or used contrary to the Terms and Conditions, the Organiser will be entitled to cancel part or all of the accrued Bonus, of which the Participant will be informed.

3.12. Temporary promotions (e.g. multiplication of Bonuses, additional freebies for purchases, points for reviews, etc.) may be organised for Programme Participants. Details of temporary offers (duration and rules) will be communicated at <https://en.tandembaits.com>.

The Organiser may, at its sole discretion and on terms separately determined by the Organiser, direct promotional special offers to selected members of the Programme who have agreed to receive commercial information.

4. PERSONAL DATA

4.1. The administrator of the personal data processed for the purpose of the Programme, including the Participant's participation in the Programme, is the Organiser - Paweł Wyszowski, conducting business under the name "TANDEM BAIT'S" WYSZKOWSKI PAWEŁ, Piotrowice, ul. Fabryczna 26, 55-311 Kostomłoty, NIP: 9131200715, REGON: 930752527, e-mail address: karp@tandembaits.com.

4.2. Personal data in the form of name, email address and telephone number are processed in accordance with the provisions of 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 movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), the so-called RODO and the currently applicable regulations of Polish law.

4.3. The basis for the processing of personal data by the Organiser is the consent of the Participant -

basis of Article 6(1)(a) of the RODO.

4.4. The provision of data by the Participant is voluntary. However, if the Participant does not provide data, he/she will not be able to join the Programme.

4.5. The organiser may share data with the following categories of entities: hosting providers,

Such entities process the data on the basis of an agreement with the Organiser. The Organiser does not transfer this data outside Poland/EU/European Economic Area.

4.6. The participant has the right to access their data and to receive a copy of their data, to rectify (amend) their data, to erase their data, to restrict the processing of their data, to object to the processing of their data, to data portability, to lodge a complaint with the

supervisory authority (President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw) and to withdraw consent to the processing of personal data. In order to exercise these rights, the request should be addressed to the Seller at the following e-mail address: karp@tandembaits.com.

4.7. The Organiser shall store the data until the Participant withdraws his or her consent, possibly until the end of the limitation period for potential claims and for the period necessary to comply with a legal obligation (e.g. under tax or accounting regulations).

5. CLOSING OF THE PROGRAMME, CANCELLATION OF PARTICIPATION IN THE PROGRAMME, WITHDRAWAL FROM THE CONTRACT

5.1. The Organiser has the right to suspend or terminate the Programme at any time its

duration, subject, however, to respect for the Participant's acquired rights.

5.2. In the event that the Programme is closed or suspended, all Participant accounts are blocked from accruing bonuses, without prejudice to the Participant's entitlement to use the accrued bonuses in his/her account within 180 days of the award of the bonus.

5.3. In the event that the Programme is closed or suspended, the Organiser is obliged to post the relevant information on the website <https://en.tandembaits.com> and notify Participants by email.

5.4. The fact that the Programme is closed or suspended by the Organiser shall not entitle the Participant to claim against the Organiser the payment of the value of the acquired Bonus in cash.

5.5. Cancellation of participation in the Programme shall be effected by withdrawing consent to the receipt of commercial information (newsletter). In the event of a Participant's withdrawal from participation in the

Section 1.7 of the Rules and Regulations applies to the Programme.

5.6. A participant who is a consumer (as defined in Article 221 of the Civil Code) has the right to withdraw from a distance contract without stating reasons by submitting an appropriate declaration in writing within fourteen days of its conclusion. It is sufficient to send the declaration before the expiry of this deadline. Right of withdrawal concluded at a distance, however, is not available to the consumer in cases of service provision,

if the Organiser has performed the service in full with the express consent of the consumer, who has been informed prior to the performance that, after the Organiser has performed the service, he will lose his right of withdrawal.

5.7. When withdrawing from the contract, the consumer may use the model declaration below, but this is not obligatory.

MODEL WITHDRAWAL FORM

(this form must be completed and returned only if you wish to withdraw from the contract)

– Addressee:

Paweł Wyszkowski

"TANDEM BAITs" WYSZKOWSKI PAWEŁ

address: Piotrowice, 26 Fabryczna Street, 55-311 Kostomłoty

e-mail: karp@tandembaits.com

– I/We(*) hereby give notice(*) of my/our withdrawal from the contract of sale of the following items(*) the contract of delivery of the following items(*) the contract of work

of the following goods(*)/provision of the following service(*)

.....

..... - Date of contract(*)/acceptance(*)

.....

..... - Name of consumer(s)

.....

..... - Address of consumer(s)

.....

– Signature of consumer(s) (only if the form is sent on paper)

– Date

5.8. The declaration of withdrawal may be submitted in writing to the Organiser's address.

or by e-mail to: Tandem Baits, 26 Fabryczna Street, 55-311 Piotrowice

5.9. A consumer, as referred to in points 3.5., 5.6. and 5.7. of the Regulations, is also understood to be a natural person concluding an agreement with the Organiser which is directly related to his/her activity

economic activity, where it is apparent from the content of that agreement that it does not have a professional character for that person, in particular from the subject matter of the economic activity performed by that person, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

6. COMPLAINTS PROCEDURE

6.1. The Participant is entitled to lodge a complaint in connection with the performance of the Terms and Conditions, in particular with regard to the Bonuses awarded or the realisation of the discount.

6.2. A complaint should be submitted within 30 days of the circumstances justifying its submission. A complaint should be sent by post, courier, submitted in person at the Organiser's registered office or sent by e-mail to: karp@tandembaits.com.

6.3. When making a complaint, the Organiser recommends that you provide the following details: first and last name, e-mail address, possibly the address of the complainant, as well as the date, description and reason for the complaint.

6.4. Complaints are dealt with within 14 days of receipt by the Organiser.

W

In particularly justified cases, this period may be extended by a further 14 days,

of which the Participant will be informed by the Organiser. Complainants shall be notified in writing or by e-mail upon request of the Participant about the handling of the complaint.

6.5. Failure to settle claims in the complaints procedure does not affect the Participant's right to pursue these claims in court.

6.6. In the complaints procedure, the Organiser does not provide for the possibility of out-of-court dispute resolution.

6.7. 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

Amendments to Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR for consumer disputes), a tool for the out-of-court settlement of disputes concerning contractual obligations arising from online sales or service contracts concluded between consumers resident in the Union

European and EU-based traders is the ODR (Online Dispute Resolution) platform. It is available at <http://ec.europa.eu/consumers/odr/>.

Resolving disputes by this method are free of charge and voluntary.

7. FINAL PROVISIONS

7.1. To the extent not covered by the Terms and Conditions, the provisions of Polish law shall apply, including in particular the Civil Code and the Consumer Rights Act.

7.2. Any disputes arising in connection with the application of the Rules of Procedure shall be settled by the

a court of competent jurisdiction in accordance with generally applicable law.

7.3. The content of the Rules is made available to all Participants on the website <https://en.tandembaits.com/>.

7.4. The Terms and Conditions do not exclude or limit any of the Participant's rights under mandatory provisions of law. In the event of a conflict between the provisions of the Rules and Regulations and mandatory legal provisions granting rights to consumers, these provisions shall prevail.

Contractual provisions less favourable to the consumer than the provisions of the Consumer Rights Act shall be invalid and the provisions of the Consumer Rights Act shall apply instead.

7.5. All electronic correspondence sent by the Organiser is subject to anti-virus protection and is addressed solely to the specific Participant.

7.6. These Regulations are effective as of 26.06.2020.