

## **SPORTANO.COM NEWSLETTER TERMS AND CONDITIONS**

### **I. GENERAL PROVISIONS**

**1.** The Terms and Conditions lays down the terms or provision of the Newsletter service in the Online Store (hereinafter: “Newsletter Terms and Conditions”) by SPORTANO.COM spółka z ograniczoną odpowiedzialnością with registered office in Zielona Góra (ul. Wrocławska 17B/15, 65-427 Zielona Góra), entered in the register of entrepreneurs kept by the District Court in Zielona Góra, Commercial Division VIII of the National Court Register (KRS) under number 0000896178, NIP (Tax Identification Number) 9731077223, REGON (Polish National Official Business Register) 388722422, BDO (Waste Database) 000550240, share capital PLN 23,628,550.00, website address: [www.sportano.com](http://www.sportano.com), e-mail address: [contact@sportano.com](mailto:contact@sportano.com), telephone number: [+48 68 413 90 20](tel:+48684139020) (toll as for a standard call - according to the pricelist of the relevant operator) (hereinafter: “SPORTANO”).

**2.** Terms capitalised and not defined in the Newsletter Terms and Conditions shall have the meaning assigned in the Terms and Conditions unless the content of these Newsletter Terms and Conditions requires otherwise.

### **II. NEWSLETTER SERVICE**

**1.** The Newsletter service is launched (conclusion of the Newsletter service contract) upon successful completion of the following steps by the Customer:

- a)** making at least the e-mail address or mobile phone number available in the Online Store (e.g. in the relevant field); and
- b)** granting consent by the Customer for receipt of commercial information via the selected channel (e-mail and/or telephone) and acceptance of the Newsletter Terms and Conditions (e.g. by checking the relevant checkbox or clicking the relevant button) and, subsequently, clicking the activation link sent to the specified e-mail address (the activation link applies only to the Newsletter sent to the specified e-mail address).

**2.** The Newsletter includes:

- a)** receipt by the Customer who made his/her e-mail address available to SPORTANO of commercial information regarding products and services of SPORTANO and its partners, including but not limited to information on the effective promotions, offers, discounts and marketing campaigns, by means of electronic communication, including automated call systems; and/or
- b)** receipt by the Customer who made his/her telephone number available to SPORTANO of commercial information regarding products and services of SPORTANO and its partners, including but not limited to information on the effective promotions, offers, discounts and marketing campaigns, including by means of automated call systems.

**3.** The Newsletter is supplied free of charge for an indefinite period of time.

**4.** In particular, the Customer shall:

- a)** use the Newsletter in compliance with the applicable law and in a manner not infringing any rights of any third parties, in compliance with the Newsletter Terms and Conditions as well as good customs and principles of community life adopted in this scope;
- b)** provide only true, current and all required data to SPORTANO;
- c)** update the data provided to SPORTANO in connection with conclusion of the Newsletter

service contract immediately;

**d)** not supply to or transfer through the Online Store any content prohibited under the applicable law, including but not limited to any content infringing any proprietary copyrights of any third parties or their personal interests.

**5.** Use of the Newsletter, including conclusion of the Newsletter service contract, requires that the end device and ICT system of the Customer meet the following minimum technical requirements: possession of a computer or another device connected to the Internet (in the case of the Mobile Application – a portable device), with minimum screen resolution of 1280 x 720 pixels, with at least one of the following browsers installed: Chrome version 94 or newer, Internet Explorer version 11 or newer, Firefox version 93 or newer, Edge version 94 or newer, Safari version 14 or newer, Opera version 80 or newer, supporting Java Script, with cookies saving enabled, and in the case of the Newsletter sent by text messages to a telephone number, the Customer must have a mobile phone. The Customer must have an active e-mail address and/or active mobile phone number.

**6.** Using the Newsletter as an Electronic Service entails typical threats connected with transfer of data via the Internet, such as dissemination of the Customer's data, acquiring access to them by unauthorised persons or their loss. SPORTANO and the Customer shall take measures aiming at mitigation of these risks.

### **III. PROCESSING OF PERSONAL DATA**

**1.** The Customer's personal data are processed by SPORTANO as the controller of personal data. Providing personal data by the Customer is voluntary but necessary to use the Newsletter.

**2.** For detailed information regarding protection of personal data, see the [Privacy and Cookies Policy](#).

### **IV. INTELLECTUAL PROPERTY**

**1.** The rights to all elements, including works within the meaning of the Act on Copyright and Related Rights of 4 February 1994, made available by SPORTANO or its partners, including but not limited to all copyrights are the property of SPORTANO or the entities with whom SPORTANO has concluded the relevant contracts.

**2.** The Customer can use the above-mentioned content free of charge only and exclusively for personal use and for the purpose of proper use of the Newsletter, with no limitations in terms of territory. Use of the above-mentioned content in any other scope is admissible only on the basis of an express prior consent granted by the authorised entity in writing or otherwise being null and void.

### **V. COMPLAINTS**

**1.** The Customer can report any irregularities connected with the Newsletter in the form of a complaint. Complaints can be lodged, for example, by electronic mail to the following e-mail address: [contact@sportano.com](mailto:contact@sportano.com)

**2.** SPORTANO shall process the complaint immediately, no later than within 14 days from lodging it.

**3.** To accelerate the complaint handling procedure, it is recommended to specify the name, surname and the contact details of the person lodging the complaint as well as a description of

the causes justifying the complaint.

**4.** SPORTANO, its employees, authorised representatives and agents accept no liability towards the Customer who is not a consumer, its subcontractors, employees, authorised representatives and/or agents for any damage, including loss of profits, unless the damage is inflicted intentionally by them. In any case of determination of the liability of SPORTANO, its employees, authorised representatives and/or agents, the liability towards a Customer who is not a consumer, irrespective of its legal basis, is limited - both for a single claim and for all claims collective - to the amount of PLN 500.

## **VI. CONTRACT TERMINATION AND CHANGE OF THE NEWSLETTER TERMS AND CONDITIONS**

**1.** The Customer can, at any time and without a cause, unsubscribe from the Newsletter (terminate the Newsletter service contract), especially by clicking the deactivation link provided in every e-mail message sent to the Customer as part of the Newsletter service or, in the case of a text message Newsletter, by telephone. Unsubscribing from one of the Newsletter channels does not result in automatic unsubscribing from the other Newsletter channel.

**2.** SPORTANO can terminate the Newsletter service contract at any time subject to a 14-days' notice due to the following important causes:

**a)** change of the laws regulating provision of electronic services by SPORTANO affecting the mutual rights and duties provided for in the Newsletter service contract or change of interpretation of the above laws as a result of court judgements, decisions, recommendations or guidelines of competent offices or authorities;

**b)** change of the method of provision of services due to technical or technological reasons, e.g. update of technical requirements specified in this Newsletter Terms and Conditions;

**c)** change of the scope or method of provision of services the Newsletter Terms and Conditions apply to by introduction of new, modification or withdrawal by SPORTANO of existing functionalities or services covered by the Newsletter Terms and Conditions;

**d)** change of the scope or method of provision of services by the entities cooperating with SPORTANO by introduction of new, modification or withdrawal by such entities of existing functionalities or services, affecting the mutual rights and duties between the Customer and SPORTANO.

**3.** The declaration referred to in subclause 2 above shall be sent by SPORTANO to the e-mail address or telephone number specified by the Customer when signing up for the Newsletter.

**4.** SPORTANO can deny the Customer further right to use the Newsletter and terminate the Newsletter service contract subject to a 7-days' notice in the case of a material breach by the Customer of Clause II(4)(a) of the Newsletter Terms and Conditions.

**5.** SPORTANO can also change these Newsletter Terms and Conditions in the case of occurrence of at least one of the causes specified in subclause 2 above.

**6.** In the case of any changes in the Newsletter Terms and Conditions, SPORTANO shall make the consolidated text of the Newsletter Terms and Conditions available by means of its publication in the Online Store or via a message sent to the e-mail address specified by the Customer when signing up for the Newsletter or in the text message sent to the telephone, containing a link allowing the Customer to familiarise himself/herself with the consolidated Terms and Conditions and download them.

**7.** Any change of the Newsletter Terms and Conditions shall enter into force 14 days after sending the information on the change. The Customer can terminate the Newsletter service

contract within 14 days from the day of notification of the change of the Newsletter Terms and Conditions.

## **VII. FINAL PROVISIONS**

- 1.** The Newsletter Terms and Conditions are effective as of 2024.11.08
- 2.** The Newsletter service contract is concluded in Polish.
- 3.** The material provisions of the concluded Newsletter service contract shall be recorded, secured and made available by means of a message sent to the e-mail address or the text message sent to the telephone number specified by the Customer when signing up for the Newsletter.
- 4.** In all matters not governed by the Newsletter Terms and Conditions, the provisions of the commonly governing Polish law shall apply.

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**Previous versions of the document below.**

[Download Newsletter Terms and Conditions valid until 2024-11-07](#)