# Shopping Regulations for buying tickets and participation in DUOLIFE Events

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#### Definitions:

Ticket / Admission Ticket - a document entitling its holder to participate in an Event

Club Member - an individual who has concluded an Agreement with DUOLIFE or a DUOLIFE Branch for membership in the DUOLIFE Club.

**DUOLIFE** - DUOLIFE S.A. with its registered office in Więckowice, ul. Topolowa 22, 32-082 Więckowice (Poland), entered in the National Court Register under KRS no. 0000638495, NIP no. 6751485320, REGON no. 122746305.

Customer / Buyer - a natural person or an entity who purchases a Ticket for an Event via the website myduolife.com

DUOLIFE Club/Club - a program created by DUOLIFE with a network of direct sales based on referrals of DUOLIFE Products.

**DUOLIFE Branch/Branch** - an entity with which the Club Member has entered into a Club membership agreement and/or is bound to DUOLIFE S.A. by a distribution agreement, conducting business activity consisting in the organisation of a direct sales network of DUOLIFE Products in a given country or territory, providing services within the scope indicated in the aforesaid agreement.

Organizer / Seller - DUOLIFE company or its Branch responsible for the organisation of a given Event

Venue Manager - an entity who is a partner of the Organizer, lends space for a given Event and manages that space.

Shopping Regulations for buying tickets - these Regulations

DUOLIFE Club Regulations - the regulations that govern membership in the DUOLIFE Club and constitute an integral part of the Membership Agreement.

Website/Portal - the DUOLIFE website, available at myduolife.com.

Participant - a person indicated on the Admission Ticket as the participant of the Event, who meets the terms and conditions of participation in the Event specified by the Organiser.

Sales Agreement (Agreement) - a distance sales agreement between the Customer of the DUOLIFE Store and the Seller, which is concluded at the moment of payment by the Buyer of the submitted Order.

User - any entity who uses the Website available at myduolife.com.

**Event** - a conference, training, workshop, lecture or other type of meeting held online or offline organized by DUOLIFE or its Branch for DUOLIFE Club Members and Participants who are not Club Members

Order - a declaration of will made by the Customer, aimed at the conclusion of a sales agreement, specifying in particular the type, quantity and price of Tickets to be purchased, placed via the DUOLIFE Website.

The remaining terms and definitions used in these Regulations shall have the same meaning as in other valid documents applicable to a given DUOLIFE Branch with which the Club Member has entered into a Membership Agreement, including the Club Regulations, Rules and Procedures (DUOLIFE Code of Ethics), as well as the Compensation Plan.

#### 1. General provisions

1.1. These Regulations set out the rules for the purchase of Admission Tickets to Events organised by DUOLIFE or its Branches and for participation in such Events, including in particular:

- a) Regulations of placing Orders on the DUOLIFE Website,
- b) Regulations of concluding Sales Agreements on the DUOLIFE Website,
- c) Regulations of complaint procedures relating to the provision of electronic services and Tickets,
- d) Regulations of Participation in the Event

1.2. Users may access and print the Regulations at any time by clicking the link under the Order and also on myduolife.com.

1.3. All information about Tickets provided on myduolife.com constitutes an invitation to conclude a Sales Agreement and does not constitute a commercial offer within

the meaning of the Civil Code. The binding price is the one listed in the summary of the Order at the moment of its placement by the User.

1.4. The purchase of an Admission Ticket is tantamount to acceptance of these Regulations and the Regulations of participating in the Event.

1.5. Acceptance of these Regulations also implies consent to the sending of sales documents, including but not limited to invoices, correction invoices and duplicates of such invoices in electronic form to the e-mail address provided when registering with the DUOLIFE Store or placing an Order.

## 2. Purchase of an Admission Ticket

2.1. An Admission Ticket may be purchased by any natural person with full legal capacity, and in cases provided for by generally applicable law, also by a natural person with limited legal capacity, a legal person and an organisational unit with legal personality.

2.2. Orders for Admission Tickets for Events can be places on the DUOLIFE Website without registering with the DUOLIFE Club, unless the Organizer decides otherwise.

2.3. In order to use the Website available at myduolife.com, the User needs an active electronic mail (e-mail) account and have access to a computer station or a device with Internet access.

2.4. The User may purchase any number of Admission Tickets, unless the Organizer decides otherwise.

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2.5. When placing an Order, the User selects the quantity and type of Admission Tickets, proceeding in line with the messages displayed.

2.6. In order to place an Order, it is necessary to provide personal data marked as mandatory and consent to their processing. Providing data marked as mandatory is necessary to place an Order. Providing personal data not marked as mandatory is voluntary.

2.7. After placing the Order, the User is obliged to make a payment using the payment system of his or her choice that has been made available by the Seller on the Website within 7 calendar days of Order placement.

2.8. Once the Order has been placed, the Buyer receives an email at the email address indicated in the Order, which is a final confirmation containing all the details of the Order in question.

### 3. Prices and payment methods.

3.1. Ticket prices are available at myduolife.com and are listed next to the respective Ticket.

3.2. Ticket prices listed on myduolife.com are gross prices and include applicable VAT (sales tax).

3.3. The Ticket prices listed at myduolife.com are subject to changes, but such change shall not affect any Order placed prior to their implementation.

3.4. The Buyer can select any payment method available on the Website when placing an Order. Payment methods may vary depending on the country of purchase.

3.5. The Customer should pay for the Order immediately after concluding the Sales Agreement, but no later than within the period indicated in point 2.7 above. In the absence of a posted payment for the Order within the indicated period, the Order will be automatically irrevocably cancelled after 7 calendar days.

## 4. Admission Ticket assignment to an Event Participant

4.1. The Buyer has the right to purchase an Admission Ticket for himself or herself or for another Event Participant.

4.2. Admission Tickets are assigned to a given Participant by the Buyer by completing the required Participant details on the Ticket Assignment Form, following the guidelines available on the Website.

4.3. The Buyer may assign a Ticket to a specific Participant at the time of placing an Order for a given Admission Ticket or, in the case of registered DUOLIFE Club Members, also after placing an Order in the Club Member panel, provided that the Order has been paid for.

4.4. The Admission Ticket is sent electronically to the Participant's email address entered in the Ticket Assignment Form. In the case of paid orders, the Admission Ticket is sent to the assigned Participant at the time of assignment, and in the case of unpaid orders, when the Seller receives payment for the Order.

4.5. Admission tickets are personalized with the Participant's name.

#### 5. Withdrawal from the Agreement

5.1. The Seller informs that the Customer has the right to withdraw from the Sales Agreement within 14 days of payment for the Order without giving any reason and without incurring any costs other than those provided for by law, under the statutory right of withdrawal.

5.2. The Customer shall not have the right to withdraw from a distance agreement after the commencement of the Event. In such a case, the Organizer reserves the right to retain the payment made by the Customer for the Order in question.

5.3. The deadline for submitting a declaration of withdrawal from the Agreement shall be counted from the moment of payment for the Order placed for the Admission Ticket by the Customer.

5.4. To exercise the right of withdrawal from the Agreement, the Consumer must inform the Seller of his or her decision by means of an unequivocal statement sent by e-mail to <u>info@duolife.eu</u>. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the Customer to send information regarding his or her will to exercise that right before the expiry of the deadline in question.

5.5. In the event of withdrawal from the Agreement, the Buyer will be refunded for the Tickets purchased. The consumer shall not bear the costs associated with the refund. The refund shall be made at the latest within 14 working days after the Seller has received the declaration of withdrawal from the Agreement.

## 6. Cancellation, change of time, place and program of the Event. Refunds.

6.1. The Organizer reserves the right to change the time, place and program of the Event without giving any reason, undertaking at the same time to inform the Event Participants and the Buyers of the Admission Tickets thereof immediately.

6.2. If the Event is cancelled or rescheduled, the Seller will refund the price paid for the Ticket under the Agreement within 90 working days from the date of notification of the cancellation/rescheduling of the Event. At the same time, the Organiser shall not incur any further liabilities towards the Buyer due to the cancellation of the Event.

6.3. The Buyer shall not be entitled to a refund of the price paid for an Admission Ticket which a Participant has not been assigned to or if the Participant has not attended the Event for reasons other than those set out in point 6.2.

#### 7. Admission and conditions of participation in the Event

7.1. The Organizer and/or the Manager of the Venue where the Event takes place, reserves the right to refuse admission to the Event if the Participant has violated any of the Regulations of the Event. The Venue Manager may carry out occasional security checks for the purpose of ensuring the safety of all Participants.

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7.2. The participant may be admitted to the Event only if he or she has a valid Admission Ticket assigned to him or her, which, in the case of offline events, he or she is required to present during the registration process.

7.3. The Events are open to persons of legal age unless the Organiser decides otherwise.

7.4. The Organizer reserves the right to verify the Participant's details on the Admission Ticket prior to the commencement of the Event. The Organizer also reserves the right to refuse access to the event to any Participant whose details do not match those on the Admission Ticket.

7.5. The Organizer and/or the Venue Manager reserves the right to refuse admission to a Participant or to ask a Participant to leave the Event due to safety considerations. This applies in particular to situations where the Participant endangers the health and safety of other Participants, disturbs public order, behaves aggressively or contrary to the Regulations of the Event.

7.6. It is prohibited to bring the following items into the Venue:

- a) weapons,
- b) alcohol,
- c) explosives and pyrotechnics,
- d) drugs and psychotropic substances,
- e) poisonous and radioactive agents,
- f) flammable liquids,
- g) other dangerous items and tools,
- h) Any other item that, in the opinion of the event Organizer, may pose a hazard,
- i) own drinks and foodstuffs,
- j) any items which, due to their nature and/or dimensions, could disrupt the flow of the Event, occupy too much space, obstruct the passageways or negatively affect the Participants' experience of the Event.

7.7. If the Participant uses equipment lent to him/her by the Organiser (e.g. headphones for listening to the interpretation), the Participant is obliged to return the equipment immediately to the place designated by the Organiser after the end of the Event. Failure by the Participant to return the equipment immediately after the Event and/or damage to the equipment will entitle the Organiser to charge a contractual penalty to the Participant.

7.8. It shall be considered highly unethical for Club Members or non-Club Members to present offers of entities competing with DUOLIFE to the Participants of DUOLIFE Events. Such behavior shall be regarded as highly reprehensible. Should such a situation occur, DUOLIFE reserves the right to ask the Participant in question to immediately leave the Event. A Club Member who commits such violation will additionally be subject to the sanctions provided for in the Rules and Procedures (DUOLIFE Code of Ethics).

7.9. In the event of a violation of Section 7.6. above, the Club Member shall forfeit the right to assert any claims, including, without limitation, those that may arise under these Regulations, and shall forfeit the right to receive any compensation whatsoever in connection therewith.

## 8. Intellectual Property

8.1. All materials constituting intellectual property used during the Event are the property of the Organizer or third parties cooperating with the Organizer.

8.2. Any content provided to the Participant during the Training may only be used by the Participant for personal use for educational purposes and to promote the DUOLIFE brand.

8.3. The Participant shall not be allowed to:

- a) reproduce any items of intellectual property,
- b) record, copy or reproduce the content presented during the Event without the written consent of the Organizer,
- c) sell or transfer to third parties any items of intellectual property.

## 9. Personal data

9.1. Provision of personal data is voluntary. Failure to provide the personal data shall prevent participation in the Event.

9.2. The Participant of the Event consents to the processing of his/her personal data for the purposes set out in these Regulations.

9.3. The controller of personal data of the Participant within the meaning 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) hereinafter referred to as "GDPR", is DUOLIFE S.A. located in Więckowice at ul. Topolowa 22, 32-082 Więckowice.

9.4. The Participant has the right to access and rectify his/her data, to request their deletion, to restrict their processing, to object to data processing, as well as the right to data portability. The Participant shall also have the right to lodge a complaint to a supervisory authority if the data are processed contrary to legal requirements. In Poland, the supervisory authority is the President of the Personal Data Protection Office.

9.5. The data shall be processed for the purposes of conducting the Event, making the necessary settlements and fulfilling the legal obligations imposed on the Controller.

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9.6. In connection with data processing for the purpose referred to in point 9.5. above, the User's personal data may be made available to other recipients of personal data or categories of recipients with whom the Organizer has concluded agreements for the purposes of conducting the Event, to the extent necessary for the performance of the agreement.

9.7. The legal basis for data processing is Article 6(1)(b) and, to the extent necessary to comply with the legal obligations imposed on the Controller, Article 6(1)(c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 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 (GDPR) The basis for data processing is also Article 6(1)(f) of GDPR, i.e. the legitimate interest of the Controller.

9.8. To the extent that personal data are processed, the Participant shall have the right to withdraw his/her consent at any time. However, this shall not affect the lawfulness of the processing carried out before the withdrawal.

9.9. Personal data shall be processed for the duration of the service and for the time necessary to demonstrate the correct performance of the service, to recognize complaints, as well as pursuant to other regulations, e.g. tax regulations.

9.10. Personal data shall not be transferred to a third country or international organizations.

9.11. Decisions in relation to the provided personal data shall not be made in an automated manner, including on the basis of profiling.

### 10. Consent to the use of the Participant's image

10.1. The Participant acknowledges that the Event may be recorded by means of image or sound recording devices, therefore, in the event that Article 81(2) of the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws No. 24, item 83, consolidated text of 6 June 2019 (Journal of Laws of 2019, item 1231), as amended) does not apply, the Participant, on the basis of Article 81(1) of the above-mentioned Act, gratuitously and irrevocably authorises the Organizer, DUOLIFE Branches or any entities acting on their behalf or in their name and/or on their instructions, to repeatedly use, process and disseminate the Participant's image, voice or statements recorded in the photographs and videos during and in connection with the Event.

10.2. Consent to the use of the Participant's image, as referred to in point 10.1. above, includes the use and dissemination of the Participant's image recorded in the course of and in connection with the Event, in unlimited time, form, or territory, and applies to an unlimited number of copies, in all fields of exploitation known at the time of the Event, and using any technique, and publishing it in any form, without the need for the Participant to approve the final effect each time, although not in forms that are offensive or commonly regarded as unethical.

10.3. The Participant acknowledges that the image is personal data and therefore all provisions of point 9 above shall apply to his/her image.

#### 11. Final provisions

11.1. The Seller reserves the right to suspend or terminate online ticket sales on the Seller's website, particularly due to the need to perform maintenance, review or upgrade the technical capabilities of the Website.

11.2. The Seller reserves the right to amend these Regulations for legal or organizational reasons. The Seller shall publish the amendments at myduolife.com or send notifications to the email address provided in the Order at least 14 (fourteen) calendar days prior to the date on which they are to take effect. Orders placed before the effective date of the amendments to these Regulations shall be processed based on the provisions in force on the day of placing the relevant Order.

11.3. The Customer has the right to refuse to consent to the proposed amendments within 14 days of receiving notice thereof. Failure to make a statement in this regard in writing or by e-mail by the deadline indicated above shall be deemed as acceptance of the proposed amendments. Rejection of the proposed amendments, submitted within the aforementioned deadline, shall result in the termination of the agreement for the provision of electronic services.

11.4. Any disputes arising in connection with Regulations and in connection with the performance of the agreements concluded between the Seller and the Customers shall be resolved by the Court of competent jurisdiction according to the provisions of the law in force.

11.5. For detailed information on the collection and processing of personal data, please refer to the Privacy Policy, available at myduolife.com

11.6. All correspondence related to the Orders placed at myduolife.com, including withdrawals, cancellations and complaints should be addressed to the Seller through the following channels:

e-mail address: info@duolife.eu

postal address: ul. Topolowa 22, 32-082 Więckowice, Poland

telephone number: Helpline: +48 12 3334567

11.7. Should any provision of these Regulations become invalid, the other provisions shall remain in full force. The invalid provision will be replaced by the current condition whose effect was intended by the original agreement of the Regulations.

11.8. In matters not regulated by these Regulations, the law applicable to the location of the DUOLIFE Branch, with which the Club Member has entered into a Membership Agreement, shall apply.

Date last updated: 27.11.2023