

TERMS AND CONDITIONS OF PARTICIPATION IN THE "Good 24/7" PROGRAM

§ 1. GENERAL PROVISIONS

1. These Regulations set out the terms under which the "Good 24/7" operates and the principles of participation in it.
2. In the Regulations, the following terms shall have the following meanings:
 - a) **Organizer** - the "Good Factory" Foundation with the headquarters in Warsaw at ul. Pomiechowska 47/14, 04-694 Warsaw, entered into the register of associations, other social and professional organizations, foundations and independent public health care facilities, entered also into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under the KRS number: 0000519542, with NIP (Tax Identification Number): 9522131059, REGON: 147361669; correspondence address: Klarysewska 52c, 02-936 Warsaw; e-mail address: kontakt@dobrafabryka.pl.
 - b) **Regulations** - this document with all its attachments, constituting its integral part.
 - c) **Statutory Goals** - goals included in the Organizer's statute, also posted on the Organizer's website.
 - d) **Organizer's Website** - a website on which all information on the Program can be found, under www.dobrafabryka.pl, tab "Good 24/7" (hereinafter also referred to as Service).
 - e) **PayPal or PayU** - payment systems that enable sending and receiving payments through
 - f) Internet.
 - g) **Good 24/7** - Non-profit program, organized and managed by the Organizer, called hereinafter the Program, aimed at enabling Program Participants to provide support of the Organizer's Statutory Goals, including in particular providing support to patients of the Hospital and the Center for Treatment of Famine Disease in Ntamugenga in the Democratic Republic of Congo, Hospice in Kabudze in Rwanda, and the Organizer's proteges in Togo, Burkina Faso and Senegal.
 - h) **Program Participants** - adults who will participate in the Program and will meet the conditions specified in these Regulations, as well as authorized employees of legal persons / organizational entities without legal personality, to which the law confers legal capacity - entrepreneurs conducting business activities who will take part in the Program and will meet the conditions set out in these Regulations.
 - i) **Good** - intangible asset acquired by the Program Participant, enabling granting support for the Organizer's Statutory Objectives, including in particular providing support to patients of the Hospital and Center for the Treatment of Famine Disease in the Democratic Republic of Congo, Hospice in Rwanda and the Organizer's proteges in Togo, Burkina Faso and Senegal, in particular by covering the following costs: visits to the doctor / nurse; treatment of malaria in one patient - outpatient; treatment of malaria in one patient - with hospitalization; blood bag to transfusion; natural childbirth; delivery by caesarean section; electrical installation of the surgery unit; one day of the patient's stay in the hospice; nutritive drink - a special type of liquid diet; diaper pants for adults; baby diapers; therapeutic meal; school kits; gardening tools; donations for the functioning of the garden or construction of wells; donations for educational scholarship, medical treatment etc.

- j) **Goods Categories** - all the goods offered in the Program are divided into the following Categories: We give work, we feed, we heal, we teach.
- k) **Purchase of Good** - a donation made by the Program Participant to the Organizer of the Program, transferred for the purposes specified in the terms. The acquisition of Good is not understood as a purchase / sale transaction, thus the Program Participant is not entitled to any receipt of cash or material equivalent for the Good purchased.
- l) **Gift Card** - electronic equivalent of a gift voucher with a one-off code, authorizing the Program User to purchase Goods through purchases, within the agreed limit on the Card.
- m) **Types of Gift Cards** - all Gift Cards offered are divided into the following categories: Gift Card in the amount of PLN 50.00; Gift Card in the amount of PLN 100.00; Gift Card in the amount of PLN 200.00; Gift card in the amount of PLN 300.
- n) **Confirmation** - electronic confirmation of the purchase of the Good which will be sent by Program Organizer at the request of the Program Participant to his/her e-mail address indicated in the order form after the Terms have been accepted and the payment has been made, and in the case of the Card Gift - after its acquisition by the Program Participant.
- o) **Hospital and Center for the Treatment of Famine Disease in Ntamugenga** - hospital and health center operating by the hospital run by Polish sisters from the Congregation of the Sisters of Angels in the village of Ntamugenga in the North Kivu province of the Democratic Republic of Congo.
- p) **Hospice in Kabuga** - a hospice in Rwanda run by the Polish Congregation of the Sisters of Angels.
- q) **Proteges in Togo** - persons using the assistance of a pharmacy in Saoudé; participants of the project for families.
- r) **Proteges in Burkina Faso** - residents of the village of Gourcy.
- s) **Pupils in Senegal** - pupils from vocational school for girls Foyer of Sr. Maria Goretti and a nursery in Dakar, run by Franciscan sisters.
- t) **African Market** - the Organiser's website available at www.afrykanskitarg.pl, through which it is possible to purchase movable property online.

§ 2. INFORMATION ABOUT THE PROGRAM

1. The program is aimed at providing support for the Foundation's Statutory Goals, in particular for the benefit of patients of the Hospital and the Center for the Treatment of Famine Disease in Ntamugenga in Democratic Republic of the Congo, the Hospice in Kabuga in Rwanda and the proteges of the Organizer in Togo, Burkina Faso and Senegal, through the purchase of a specific Good, and thus covering the costs of support provided to the above persons what constitutes the fulfillment of the Statutory Goals of the Program's Organizer.
2. The program is addressed to people who want to financially support the Foundation and will acquire Good and / or a Gift Card for this purpose via PayPal or PayU systems in the manner specified on the Organizer's Website.
3. Program participants may be:
 - a) adults who acquire Good by contributing funds to provide support for the benefit of the Program via PayPal or PayU systems available on Organiser's Website;
 - b) authorized employees of legal persons / organizational entities without legal personality, to

which the law confers legal capacity - entrepreneurs conducting business activities who will acquire Good by paying in cash to provide support for the benefit of the Program or via PayPal or PayU systems available on the Organizer's website.

4. The Organizer is not responsible for maintenance breaks or other disruptions in functioning of banks of the Participants, nor PayPal or PayU systems, if due to such interruptions or disruptions no cash transfer will be made.

5. The purchase of a Good as well as the purchase of a Gift Card by a Program Participant shall not constitute a transaction understood as a purchase / sale transaction, thus the Program Participant is not entitled to any receipt of cash or material equivalent for the Good purchased. Depositing funds through PayPal or PayU systems is a donation to the Organizer, which will be transferred for specific purposes as described in these Regulations.

§ 3. PROGRAM RULES

1. The purchase of Good as well as the purchase of a Gift Card to provide financial support to the Program via PayPal or PayU systems is understood as taking part in the Program.

2. The funds obtained from the Goods purchased by the Participants of the Program will be transferred to fulfill the Organizer's Statutory Goals, in particular to cover the costs of treatment, purchase of care products, purchase of medical equipment, payment for medical procedures, purchase of food, funding infrastructure and education, as well as financing small pleasures for patients of the Hospital and the Center for the Treatment of Famine Disease in the Democratic Republic of Congo and the Hospice in Rwanda as well as the proteges of the Organizer in Togo, Burkina Faso and Senegal.

3. The Program Organizer reserves the right, in the event of such a need, to transfer funds obtained from certain Goods purchased by the Participants of the Program for the purchase of other Goods, or the purchase of Goods from other Categories, or to shift financial means to assist another institution / other proteges, in accordance with the Organizer's Statutory Objectives, as posted on the Organizer's Website.

4. In the event of purchasing a Gift Card for a third party, and then failing to redeem it within three months from the date of purchase, the Program Organizer reserves the right to purchase the Good of their choice, within the limit of each Gift Card amount, in accordance with the Organizer's Statutory Purposes, as posted on the Organizer's Website.

5. In a situation where a Program Participant having a Gift Card acquires a Good or Goods in an amount exceeding the amount limit of the Gift Card, the difference should be paid via PayPal or PayU.

§ 4. ACCEPTANCE OF THE TERMS

1. Participation in the Program (purchase of a Good, purchase of a Gift Card) means acceptance of these Terms.

§ 5. GOODS

1. The Program Organizer reserves the right to post new Goods, as well as to change or delete existing Goods. Each list of Goods will be posted on the Website of the Organizer. The Program Participant is always required to read the list of Goods on the Organizer's Website.

2. The Program Organizer reserves the right to change existing facilities and add new facilities, whose proteges will receive financial support. The Program Participant is always obliged to read the list of facilities for which support will be provided.

§ 7. TECHNICAL CONDITIONS

1. Using the Organizer's Website requires:

- a) Google Chrome, Opera, Mozilla Firefox 3.0 or similar browsers;
- b) having an email address in order to participate in the Program;
- c) a minimum screen resolution of 1024x768 pixels;
- d) enabled cookies.

§ 8. PRIVACY PROTECTION AND PERSONAL DATA

1. Participation in the Program requires the Program Participants to provide personal data as specified by the Organizer in the relevant application forms.

2. Participation in the Program means the Participant has issued consent to processing their personal data by the Organizer for the purposes related to the participation in the Program. Each Participant has the right to inspect their personal data and the possibility to change it or correct it or to request the Organizer to permanently delete the data.

3. By providing the data referred to in § 8 of these Regulations, the Participant agrees to processing of their personal data for the purposes related to the statutory activity of the Organizer. Personal data of Program Participants will be processed solely for the purpose of implementation of the Program.

4. Participation in the Program means the Participant has issued consent to processing of their personal data, including publication of his/her name as a winning Participant on the Organizer's Website, as well as on the Organizer's Facebook profile.

5. The Program Participant's personal data will be used solely for the purpose of implementing the Program.

6. The administrator of personal data is the Organizer - the "Good Factory" Foundation with headquarters in Warsaw at ul. Pomiechowska 47/14, 04-694 Warsaw, entered into the register of associations, other social and professional organizations, foundations and independent public health care facilities, entered also into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under the KRS number: 0000519542, with NIP (Tax Identification Number): 9522131059, REGON: 147361669; correspondence address: Klarysewska 52c, 02-936 Warsaw; e-mail address: kontakt@dobrafabryka.pl.

7. The Organizer takes the utmost care to protect the Participants' personal data against access, acquiring or modifying thereof by any unauthorized entities, in particular by applying appropriate hardware and software security measures.

8. The Organizer does not provide or transfer personal data provided by Participants to third parties, unless such an obligation arises from the provisions of law or from decisions of a state body.

9. In order to enable online payments, the Participant is redirected to the www.payu.pl website, administred by PayU SA with its registered office in Poznań, 60-166 Poznań, at ul. Grunwald 182, entered in the Register of Entrepreneurs kept by the District Court of Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS number:

0000274399, with tax identification number NIP: 7792308495, or to the service www.paypal.pl, the administrator of which is PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal L-2449, Luxembourg. Details regarding the implementation of online payments are set out in the regulations available at www.payu.pl and www.paypal.com.pl, which the User may read prior to making a payment.

10. Detailed information on the processing of Participant's personal data is described in the Privacy Policy available at: dobrafabryka.pl/polityka-prywatnosci/.

§ 9. COPYRIGHT

1. The content of the Website is the property of its Administrator. All copyrights - personal and property - to any elements of the Website (including text, graphics, layout of pages) are reserved. The Website and all its elements are protected by law, in particular by the Act of 4 February 1994 on Copyright and Related Rights and the Act of April 16, 1993 on combating unfair competition. The rights to all materials posted on the Website are reserved to the Administrator or authorized entities (e.g. customers, business partners, etc.).

3. No element of the Website may be copied or distributed in any form or in any way, including by photocopying, printing, recording to floppy disks, discs CD / DVD or other means for storing data without the consent of the Administrator. Potential exceptions to the above rule are provided for in the Regulations.

4. Downloading and copying content posted on the Website is only allowed for private, non-commercial use.

5. No part of the Website may be copied in whole or in part, transmitted electronically or otherwise modified, linked or used for commercial purposes – without a prior written consent of the Administrator.

§10. RESPONSIBILITY FOR CONTENT

1. The Administrator makes every effort to ensure that the information placed on the Website is correct and updated on a regular basis.

2. Due to technical limitations, the Administrator does not guarantee correctness or timeliness or constant availability of the Website.

3. The Administrator is only responsible for the content posted on the Website.

4. The Administrator provides binding information, recommendations or advice in individual messages, i.e. to the e-mail address provided by the User/Participant.

5. The Administrator reserves the right to change the content of the Website, complete it, modify it or even completely remove all information provided.

6. The Website may contain links to the Internet addresses of other parties. The administrator is not responsible for the content posted under these addresses.

§ 11. FINAL PROVISIONS

1. The Administrator has the right to make changes to these Regulations resulting in particular from any changes in applicable law. Changes to the Regulations are announced by posting new content on the Website. Each Participant/User will be informed about any changes in the Regulations by means of the Organizer posting information about such changes on the main page of the Organizer's Website and such information will be posted on the Website for a period of 14 days as of the day the

changes to the Regulations have been introduced and as well as by sending an email to Participants who have completed the form and made a donation.

2. The Administrator is not responsible for faulty technical functioning of the Website that is independent of the Administrator and for interruptions in the Website's availability.

3. The Administrator shall under no circumstances be liable for any direct or indirect damage resulting from the use of the Website. Use of the Website is free of charge.

4. Users who have any questions about the policy applied by the Administrator regarding protection of privacy on the Website, may contact the Website Administrator, under kontakt@dobrafabryka.pl.

5. In matters not covered by these Regulations, the provisions of the Act of 23 April 1964 shall apply - Civil Code (Journal of Laws of 2018, item 1025), provisions of the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018 item 1000) and the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repeal Directive 95/46 / EC (General Data Protection Regulation).

6. These Regulations shall enter into force on November 29, 2018.