

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

§ 1. GENERAL PROVISIONS

1. Hereby Regulations specify the conditions under which the Program "GoodWorks 24/7" operates and the rules for its participation.
2. For the purposes of these Regulations, the following terms are used in the following terms:
 - a) **Organizer** - "Good Factory" Foundation with headquarters in Warsaw at Pomiechowska 47/14 street, 04-694 Warsaw, entered into the Register of associations, other social and professional organizations, foundations and independent public health care institutions, also entered in the Register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000519542, assigned to NIP: 9522131059, REGON: 147361669; correspondence address: Klarysewska 52c, 02-936 Warsaw; e-mail address: kontakt@dobrafabryka.pl.
 - b) **Regulations** - this document with all attachments to it being its integral part.
 - c) **Statutory Objectives** - objectives included in the Organizer's statute, also posted on the Organizer's Website.
 - d) **Organizer's Website** - a website on which all information about the Program is posted, located at the address www.dobrafabryka.pl in the 'Dobro Aktywne 24' tab (hereinafter also referred to as the Website).
 - e) **PayPal or PayU** - payment systems that allow sending and receiving payments over the Internet.
 - f) **GoodWorks 24/7** - Non-profit Program, organized and managed by the Organizer, hereinafter referred to as the Program, aimed at enabling Program Participants to support the Statutory Objectives of the Organizer, in particular to provide support to patients of the Hospital and Center for the Treatment of Starvation Disease in Ntamugeng in Democratic Republic of the Congo, Hospice in Kabuga in Rwanda and the pupils of the Organizer in Togo, Burkina Faso and Senegal.
 - g) **Program Participants** - adults who take part in the Program and fulfil the conditions stipulated in these Regulations, as well as authorized representative of legal persons/organizational entity without legal personality, to whom the act grants legal capacity, and sole proprietors who take part in the Program and meet the conditions stipulated hereinafter.
 - h) **Good** - intangible value acquired by the Program Participant, enabling the support for the Statutory Objectives of the Organizer, including in particular providing support to patients of

the Hospital and Center for the Treatment of Starvation Disease in Democratic Republic of the Congo, Hospice in Rwanda and the Organizer's beneficiaries in Togo, Burkina Faso and Senegal, in particular by covering the following costs: visits to the doctor/nurse; outpatient malaria treatment for one patient; malaria treatment with hospitalization for one patient; blood bag for transfusion; natural childbirth; caesarean birth; electrical installation on the operating block; one day of a patient's stay in a hospice; nutridrink - a special dietary liquid; adult diaper pants; diapers for children; therapeutic meal; school assistance; tools for gardening; "building blocks" for the garden and well construction; "building blocks" for educational scholarship, treatment etc.

i) **Categories of Goods** - all Goods offered in the Program. Goods are divided into the following categories: We give work, We feed, We heal, We teach.

j) **Purchase of Good** - a donation made by a Program Participant to the Organizer, transferred for the purposes specified in the Regulations. The Purchase of Good is not a contract of sale, thus the Program Participant is not entitled to receive a cash or in kind equivalent for the acquired Good.

k) **Gift Card** - an electronic equivalent of a gift voucher with a one-time code, entitling the Program Participants to purchase Goods through purchases, within the limits of the amount set on the Card.

l) **Distribution of Gift Cards** - all offered Gift Cards are divided into the following categories: Gift Card in the amount of PLN 50.00; A Gift Card in the amount of PLN 100.00; A Gift Card in the amount of PLN 200.00; Gift Card in the amount of PLN 300.

m) **Confirmation** - electronic confirmation of purchase of Good, which will be sent by the Organizer at the request of the Program Participant to the e-mail address indicated in the order form after acceptance of the Regulations and payment, and in the case of the Gift Card - after its purchase by the Program Participant.

n) **Hospital and Center for the Treatment of Starvation Disease in Ntamugeng in Democratic Republic of the Congo** – the hospital and center operating at it, run by Polish sisters from the Angels 'Sisters' Congregation in the village of Ntamugenga in the province of North Kivu in the Democratic Republic of the Congo.

o) **Hospice in Kabuga** - the hospice in Rwanda run by the Polish Congregation of the Polish sisters from the Angels 'Sisters' Congregation.

p) **People in Togo** - people using the pharmacy in Saoudé; participants of the project for families.

q) **Children in Burkina Faso** - inhabitants of the Gourcy village.

r) **Children in Senegal** - pupils from the vocational school for Foyer girls Sr. Maria Goretti and nursery in Dakar run by the Franciscan sisters.

s) **The African Market** - the Organizer's website available at www.afrykanskitarg.pl, where it is possible to purchase movable items at a distance.

§ 2. INFORMATION ABOUT THE PROGRAM

1. The program's aid is to provide support for the Statutory Objectives, including in particular for the patients of the Hospital and Center for the Treatment of Starvation Disease in Ntamugeng in Democratic Republic of the Congo, the Hospice in Kabuga in Rwanda and the pupils of the Organizer in Togo, Burkina Faso and Senegal, through the acquisition of a specific Good, and thus cover the costs of services provided above persons, which is the implementation of the Statutory Objectives.
2. The program is addressed to people who want to financially support the Foundation and for this purpose they will purchase the Good and/or Gift Card by PayPal or PayU systems in the manner specified on the Organizer's website.
3. Program Participants may be:
 - a) adults who acquire Good by paying funds to provide financial support to the Program through PayPal or PayU systems, available on the Organizer's Website;
 - b) authorized representative of legal persons/organizational entity without legal personality, to whom the act grants legal capacity, and sole proprietors, who acquire Good by paying funds to provide financial support to the Program through PayPal or PayU, available on the Organizer's Website.
4. The organizer is neither responsible for technical breaks or other disruptions in the functioning of the Participants' banks or PayPal or PayU systems, nor if there is no cash transfer due to such breaks or disturbances.
5. The purchase of a Good as well as the purchase of a Gift Card by a Program Participant is not a sale transaction, thus the Program Participant is not entitled to receive a cash or in-kind equivalent. The payment of funds via PayPal or PayU is a donation to the Organizer, which will be transferred for the purposes specified in these Regulations.

§ 3. PRINCIPLES OF THE PROGRAM

1. The purchase of a Good and the purchase of a Gift Card to provide financial support to the Program through PayPal or PayU systems is understood as taking part in the Program.
2. Funds obtained from the purchasing of Goods by Participants are transferred to the Statute Objectives, in particular to cover medical costs, purchase of care products, purchase of medical equipment, payment of medical procedures, purchase of food, financing of infrastructure and education, as well as financing small pleasures to the patients of the Hospital and the Center for the Treatment of Starvation Disease in the

Democratic Republic of the Congo and Hospice in Rwanda and the charges of the Organizer in Togo, Burkina Faso and Senegal.

3. The organizer reserves the right, if necessary, to transfer funds obtained from the Goods purchased by Program Participants for the purchase of other Goods or to purchase Goods from other Categories, or transfer financial assistance from one institution to another institution/other pupils, in accordance with the Statutory Objectives stated on the Organizer's website.
4. In the event of purchasing a Gift Card for a third party and then failing to complete it within three months from the date of purchase, the Program Organizer reserves the right to purchase the chosen Good, within the limits of the Gift Card, in accordance with the Statute Objectives, posted on Organizer's website.
5. If a Program Participant holding a Gift Card purchases Good or Good in an amount exceeding the limit of the Gift Card amount, the indicated difference must be paid through PayPal or PayU systems.

§ 4. ACCEPTANCE OF THE REGULATIONS

1. Taking part in the Program (purchase of Good, purchase of a Gift Card) means acceptance of these Regulations.

§ 5. GOODS

1. The Organizer reserves the right to place new Goods as well as to change or remove existing Goods. Each list of Goods will be placed on the Organizer's website. The Program Participant is obliged each time to become acquainted with the list of Goods on the Organizer's Website.
2. The Organizer reserves the right to make changes in the scope of current institutions, as well as to add new institutions, whose pupils will receive financial support. The Program Participant is obliged each time to become acquainted with the list of such institutions on the Organizer's website.

§ 7. TECHNICAL CONDITIONS

1. Using the Organizer's website requires:
 - a) Google Chrome browser, Opera, Mozilla Firefox 3.0 or other with similar properties;
 - b) having an e-mail address, if Participant wish to participate in the Program;
 - c) minimum screen resolution of 1024x768 pixels;
 - d) enabled "cookies".

§ 8. PROTECTION OF PRIVACY AND PERSONAL DATA

1. Taking part in the Program requires the Participants to provide personal data specified by the Organizer in the appropriate application forms.
2. Taking part in the Program is tantamount to the Participant's consent to the processing of personal data by the Organizer for purposes related to his participation in the Program. Each Participant has the right to access their personal data and is able to correct them or request their permanent deletion by the Organizer.
3. By providing the data referred to in article 1 paragraph 8 of these Regulations, the Participant agrees to the processing of personal data for purposes related to the Statutory Objectives. Personal data of Program Participants are processed only for the purpose of implementing the Program.
4. Taking part in the Program is tantamount to the Participant's consent to their processing, including the publication of the name and surname of the winning Participant on the Organizer's website, as well as on the Facebook on the Organizer's profile.
5. Personal data of the Program Participant are used only for the purpose of implementing the Program.
6. The administrator of personal data is the Organizer - Foundation "Good Factory" based in Warsaw at Pomiechowska 47/14 street, 04-694 Warsaw, entered into the Register of associations, other social and professional organizations, foundations and independent public health care institutions, entered in the Register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000519542, assigned to NIP: 9522131059, REGON: 147361669; correspondence address: Klarysewska 52c, 02-936 Warsaw; e-mail address: kontakt@dobrafabryka.pl.
7. The Organizer makes the utmost care to protect the Participants' personal data as well as against access, acquisition or modification by unauthorized entities, in particular by using of appropriate hardware and software security.
8. The Organizer does not share or transmit personal data provided by the Participants to third parties, unless such obligation results from the provisions of law or decisions of the state authority.
9. In order to enable online payments, the website is redirected to www.payu.pl, the administrator of which is the PayU SA with its registered office in Poznań, 60-166 Poznań, at Grunwaldzka 182 street, entered into the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0000274399, with the tax identification number NIP: 7792308495, or to www.paypal.pl, whose administrator is PayPal (Europe) S.à.rl et Cie, S.C.A., 22-24 Boulevard Royal L-2449, Luxembourg.

Details regarding online payments are set out in the regulations available at www.payu.pl and www.paypal.com.pl, with which the Program Participant shall become acquainted before the payments.

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

§ 9. COPYRIGHTS

1. The content of the Website is the property of the Administrator. All personal and property copyrights to any elements of the Website (including text, graphics, page layout) are reserved. The website and all its elements are protected by law, in particular the Act of 4 February 1994 on Copyright and Related Rights and the Act of April 16, 1993 on Combating Unfair Competition.
2. The rights to all materials posted on the Organizer website are reserved to the Administrator or authorized entities (e.g. customers, business partners, etc.).
3. None of elements of the Organizer website may be copied or distributed in any form or by any means, including photocopying, printing, recording on floppy disks, CD/DVD discs or other means used to store data, without the consent of the Administrator. Possible exceptions from the above rule are provided in the Regulations.
4. Downloading and copying content posted on the Organizer Website is allowed only for private, non-commercial use.
5. None of the parts of the Website may be copied in whole or in part, transmitted electronically or otherwise, modified, linked or used for commercial purposes - without prior written consent of the Administrator.

§10. RESPONSIBILITY FOR CONTENTS

1. The Administrator uses its best endeavours to ensure that the information on the Website is correct and updated without delay.
2. Due to technical limitations, the Administrator does not guarantee the correctness, current and permanent accessibility of the Website.
3. The Administrator is responsible only for the content posted on the Website.
4. Binding information, recommendations or advice is provided by the Administrator via individual communication, i.e. to the e-mail address indicated by the User.
5. The Administrator reserves the right to change the content posted on the Website, its supplementation, modification or even complete deletion of the posted information.
6. The Website may contain links to the Internet addresses of other entities. The administrator is not responsible for the content placed under these addresses.

§ 11. FINAL PROVISIONS

1. The Administrator has the right to make changes to these Regulations, which may result, in particular, from changing the law. Amendments to the Regulations are made by posting new content on the Website. Each User will be informed about above by placing information about those amendments on the Organizer Website main page and maintaining it on the said website for 14 days from the change and by sending an e-mail to users who have completed the form and donated.
2. The Administrator is not responsible for external, technical problems of the Website and for interruptions in the accessibility of the Website.
3. In no case shall the Administrator be liable for any direct or indirect damage resulting from the use of the Website. The use of the Website is free.
4. Users who have any questions about the privacy policy on the Website, may contact the Administrator by writing to kontakt@dobrafabryka.pl.
5. In matters not covered by these Regulations, shall apply: the provisions of the Act of 23 April 1964 - 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 of 2018 item 1000) and Regulation of the European Parliament and of the 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 repealing Directive 95/46/EC (general data protection regulation).
6. These Regulations shall enter into force on 29/11/2018.