

## **RULES OF THE MAGNETI MARELLI RACE DISTRIBUTOR COMPETITION 2024**

### **Section 1.**

#### **OBJECT OF THE RULES**

These Rules, hereinafter referred to as the “Rules” will set down the rules of how the Magneti Marelli Race Best Salesperson Competition 2024 works, in particular the rules and terms and conditions for the participation in the Competition, duration of the Competition, awards given in the Competition and the procedure of their giving and delivering by the Organiser.

### **Section 2**

#### **DEFINITIONS**

The terms used in the Rules will have the following meaning:

- Competition will mean the Magneti Marelli Race Best Salesperson Competition 2024 which has the aim to select and award the best salespersons from among persons employed in domestic and foreign companies cooperating with Organiser who are involved in the sale and technical advisory of the products on the Organiser’s offer;
- Organiser will mean the company running its business operations with its business name of Magneti Marelli Aftermarket Sp z o.o., with its registered office in Katowice at ul. Plac pod Lipami 5, 40-476 Katowice, entered to the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8<sup>th</sup> Commercial Department of the National Court Register, under number KRS 0000012304;
- Participant will mean a person who fulfils the terms and conditions provided for by the Rules for the participation in the Competition and who has joined the Competition according to the procedure provided for by the Rules;
- Registration Form will mean the form that can be found on the Organiser’s website [www.race.magnetimarelli-checkstar.pl](http://www.race.magnetimarelli-checkstar.pl) that has to be completed in order to participate in the Competition;
- Website will mean the Organiser’s website [www.race.magnetimarelli-checkstar.pl](http://www.race.magnetimarelli-checkstar.pl) where the Organiser publishes any information related with the Competition proceedings;
- Competition Committee will mean a permanent body consisting of 3 persons appointed by the Organiser that will be responsible for the proper course of the proceedings in the Competition and taking up any activities provided for by the Rules;
- IEA (or IKE, Indywidualne Konto Elektroniczne in Polish) will mean the Individual Electronic Account of the Participant opened for the Participant upon his/her registration in the Competition;
- Distributor will mean any domestic and foreign company that is company having registered office outside of Poland and cooperating with Organiser that is involved as part of its business operations in the sale of the products on the Organiser’s offer.

### Section 3.

#### GENERAL PROVISIONS

1. The Competition is organised in Poland and abroad.
2. The Competition intends to select and award the best salespersons from among persons employed in domestic and foreign companies cooperating with Organiser who are involved in the sale and technical advisory of the products on the Organiser's offer.
3. The Competition involves transacting by the Participant at every stage from 15 January 2024 to 3 September 2024 the sale to third parties as many Organiser's products described in Section 4.1. and sold by the Distributor as possible. These products should be purchased with the Organiser by the Distributor not earlier than on 1 January 2024. The Competition can cover the products purchased before 1 January 2024 on condition that in the duration of the Competition the Distributor places an order with the Organiser to supplement its stock with the products included conditionally in the Competition.
4. The Competition starts on 06 January 2024 and lasts for a definite period to 31 September 2024. The Competition is divided into three stages:

I STAGE od 15.01.2024 do 31.03.2024

II STAGE od 01.04.2024 do 31.07.2024

III STAGE od 01.08.2024 do 30.09.2024

provided that for important reasons the Organiser can at any time decide to terminate the Competition earlier. In such a situation, the Organiser will notify all of the Participants about the new end date of the Competition that cannot be shorter than 1 month of the date when all the Competition Participations were notified. The notification will be sent by e-mail to the addresses given by the Participants upon registration. In addition, an announcement will be made on the Website.

5. At every stage of the Competition, in the periods indicated in item 4, the winners will be the first 30 Participants hereinafter referred to as Winners of the Contest who transacted the sale of the largest quantities of the Organiser's products from among those described in Section 4.1, with the highest total points summary.
6. After each stage of the Competition ends, the awards gathered on the Participant's IEA will be set to zero, and the Participants will start gathering awards anew in the next stage of the Competition.
7. The decision about the Winners in the Competition will be taken within 60 working days after each stage of the Competition ends. The Participants will be notified about the decision and about the Winner by e-mail.
8. If the Organiser decides to terminate the Competition within 1 month of its start date, it can also decide that any awards in the Competition will not be given. The Competition Rules is available on the Website and at the Organiser's registered office.

9. In relation with starting the Competition, the Organiser appoints the Competition Committee consisting of:
- Przemysław Treliński
  - Magdalena Nadowska- Dudzik
  - Magdalena Skolik
10. The Competition Committee will take its decision by the majority of votes with all the members present. The Organiser is authorised to change the composition of the Competition Committee at any time and for any reason.
11. The taxation method for the cash prizes received by the Participants in the Competition is as follows: As the payer of the relevant tax, the Organiser will charge a personal income tax the awarded Participant on the amount received in the Competition which is prize money and will transfer the tax to the relevant Tax Office. The amount of the tax due of 10% on the award value will be deducted from the award amount and the Participant will be paid the award as a net amount. The method of taxing in-kind prizes awarded to Participants is similar to the method of taxing cash prizes described above; however, the Organizer, as a tax payer, shall first compensate it with a cash prize awarded to the Participant. If the cash prize received is not sufficient to cover the total tax liability on the in-kind prize, then the Participant (winner) should pay the deficit to the Organizer.

#### **Section 4.**

#### **SCORING AND COMPETITION AWARDS**

1. The awards is in the table below:

| <b>KOD MM</b> | <b>Opis ENG</b>                       | <b>2024 brutto</b> |
|---------------|---------------------------------------|--------------------|
| 007935063050  | Alt Diag Pro - alternator bench       | 600                |
| 007935013940  | Tester EVCheck 1000                   | 500                |
| 099997181805  | VOUCHER – access to Checkstar network | 500                |
| 007935018210  | MM Superlift 5000SC                   | 500                |
| 007935011070  | MM Superlift 5000SCX                  | 500                |
| 007935104360  | MTBRX air                             | 500                |
| 007935104370  | MTBRX water                           | 500                |
| 007935104380  | PTBRX air                             | 500                |
| 007935104390  | PTBRX water                           | 500                |
| 007935104400  | ITB.4RX air                           | 500                |
| 007935104410  | ITB.4RX water                         | 500                |
| 007935104420  | ITB.1RX air                           | 500                |
| 007935104430  | ITB.1RX water                         | 500                |
| 007935104440  | CRU.2RX                               | 500                |
| 007935104530  | HTBRX air                             | 500                |
| 007935104540  | HTBRX water                           | 500                |
| 007935105890  | ETBRX                                 | 350                |
| 007937000000  | VISUAL PLUS<br>VISUAL PLUS            | 350                |

|              |   |     |
|--------------|---|-----|
| 007937000005 | DATA PLUS<br>DATA PLUS  | 350 |
| 007937000010 | DATA BOX<br>DATA BOX  | 350 |
| 007941000213 | Set: Analyzer + opacimetr + sensor + RPM measurement                            | 350 |
| 007936701000 | ALASKA PRIME R134A  | 350 |
| 007936701010 | ALASKA PRIME HFO1234YF  | 350 |
| 007936701020 | ALASKA EVO R134A  | 350 |
| 007936701030 | ALASKA EVO HFO1234YF  | 350 |
| 007950015220 | ALASKA BUS - Automatic A/C filling unit R134a, container 25kg                   | 350 |
| 007935104550 | GTB.4RX air   | 300 |
| 007935104560 | GTB.4RX water   | 300 |
| 007935104570 | GDU.4RX   | 300 |
| 007935200100 | Oxhydro - a device for engine hydrogenation                                     | 300 |
| 007935200140 | Oxhydro Plus - a device for engine hydrogenation and cleaning the intake system | 300 |
| 007935105950 | DSRX  | 250 |
| 007935104470 | DGF.4RX   | 250 |
| 007935104480 | DGF.1RX   | 250 |
| 007935105960 | GDRX  | 250 |
| 007935104610 | GS4/10  | 250 |
| 007935104620 | GS4/20  | 250 |
| 007935104630 | GS8/10  | 250 |
| 007935104640 | GS8/20  | 250 |
| 007935018165 | MM Superlift 4000B -  | 250 |
| 007935019990 | MM Superlift 4000BS -   | 250 |
| 007935018175 | MM Superlift 4000UC -   | 250 |
| 007935013690 | MM Superlift 5000B  | 250 |
| 007935013685 | MM Superlift 6000UC   | 250 |
| 007935013715 | MM Superlift 4000B 230 V  | 250 |
| 007935013720 | MM Superlift 4000UC - 230 V   | 250 |
| 007935011050 | Schutzten Podnosnik 380 V   | 250 |
| 007935011055 | Schutzten Podnosnik 230 V   | 250 |
| 007935016745 | Automatic Gear Box Oil Exchanger MM TC 200                                      | 250 |
| 007935110778 | Urządzenie ATF EXTRA+ zestaw złączek ENTRY                                      | 250 |
| 007935902020 | Lightning alignment device PREMIUM  | 250 |
| 007935111060 | Automatic Gear Box Oil Exchanger Atf Extra                                      | 225 |
| 007935110955 | Urządzenie ATF EXTRA PRO IOT automatyczne z wagami,                             | 225 |
| 007935130002 | Urządzenie ATF EXTRA PRO  | 225 |
| 007935011075 | MMZ30Y- podnosnik nozycowy  | 200 |
| 007935011080 | MMUZ30LM - podnosnik nozycowy   | 200 |
| 007935011085 | MMUB30Y -podnosnik nozycowy   | 200 |
| 007935011090 | MMUH45M - podnosnik nozycowy  | 200 |
| 007935017235 | Tyre Changer do opon MM-TC1223  | 200 |
| 007935017240 | Tyre Changer do opon MM-TC12232V  | 200 |
| 007935017245 | Tyre Changer do opon MM-TC1223IT  | 200 |

|              |   |           |
|--------------|---|-----------|
| 007935017250 | Tyre Changer do opon MM-TC12232VIT                  | 200       |
| 007935017275 | Wheel balancer do kół MM-WB1024                     | 200       |
| 007935017280 | Wheel balancer do kół MM-WB1024AW                   | 200       |
| 007935017775 | Tyre Changer MM-HC1224LL                            | 200       |
| 007935017805 | Wheel balancer MM-HC1024FA                          | 200       |
| 007935017865 | Tyre Changer MM-HC1224LLTI                          | 200       |
| 007935017875 | Tyre Changer MM-HC1224LL2V 2 prędkości              | 200       |
| 007935017885 | Tyre Changer MM-HC1224LL2V 2 prędkości+inflator     | 200       |
| 007935357000 | E-LIFTER 1.4  | 100       |
| 007935110700 | AC FLUSH PRO-device for rinsing climate systems     | 100       |
| 007936210770 | Device for rinsing ac systems Super Flush pulsation | 100       |
| 007935660630 | Power 120 MA  | 50        |
| 007936211355 | Ozonator M-MX PRO                                   | <b>50</b> |
| 007936211125 | Bactoban decontamination device                     | 40        |
| 007941000214 | Bactoban decontamination device                     | 40        |
| 007950025880 | Hydrogen Set  | 40        |
| 007936210010 | Ozonator MX4000                                     | <b>30</b> |
| 099691030109 | internal trainings, made by MM Staff                | <b>30</b> |
| 099990681402 | trainings, made by MM Staff                         | <b>30</b> |
| 007936331550 | Cordless impact wrench eLion 1/2" 620 Nm            | 20        |
| 007936331560 | Cordless impact wrench eLion 1/2" 1080 Nm           | 20        |
| 007936331580 | Cordless impact wrench eLion 3/4" 2400 Nm           | 20        |

2. To confirm that the sale of the product has been transacted, the Participant should register on his/her IEA the invoice for the product issued by the Distributor to the purchaser. A script that runs on IKE automatically assigns a number of points depending on the product code. The prize associated with bringing to the sale of this product will be confirmed on participant IKE by the Organizer after positive verification of the data from the invoice. (Confirmation of the transaction) and will take place at the moment of settlement of every stage of the competition. In exceptional situations, the Organizer can agree to include into the competition confirmation of transaction different than invoice. In such cases, the decision should be given by the Competition Commission by unanimity of votes.
3. The value of the Award for the Participant will be calculated as ratio unit ratio of due points from bringing to the sale particular product and quantity of sold products. Calculated in this way reward in points will be converted for award in polish zloty, according to the relation 1point=1,(11) zł gross, i.e. 1point = 1zł net.
4. If several Participants receive the same result in the Competition (they have transacted the sale of products at the same summary amount of the points) and not all of them can qualify as the first 25 Winners according to Section 3.5, the award will be paid to the Participant who transacted the sale of bigger quantity of products. If Participants have transacted the same quantities of the products and at the same amount of points, the award will be given to each of the Participants.
5. The invoice specified in item 2 above will be registered in the duration of the Competition stage when the sale was transacted or not later than 14 calendar days after the stage ended. The Participant will not lodge any

claims towards the Organiser if the invoice is rejected due to the Participant's failure to keep the invoice registration deadline.

6. In special situations, the Organiser can agree to including the Participant's invoice registered after the deadline in another stage of the Competition on condition that the acceptance of the invoice does not affect the Participant's winning in that stage at the expense of another Participant. The invoice registered after the deadline has to be accepted by a unanimous decision of all the Competition Committee members.
7. In cases where two or more Participants will send documents on the same sale to IKE (e.g. doubled invoices), the Organiser reserves the right to contact the person / persons coordinating the sale in the company, in which the Participants duplicated the applications. Based on this consultation, Organiser will decide which of them should be included in the Competition. In cases where the consultation referred to in the previous sentence cannot be carried out, the Organiser will take into account in the Competition this sale, which has been registered On the IKE as a first.
8. The award will be paid as loading a pre-paid card issued by the Organiser with a value agreed according to Section 4.1–2.
9. The Organiser reserves the right to expand the scope of the awards and criteria for giving them in the duration of the Competition and it will announce the same on its Website and by e-mails.

#### **Section 5.**

#### **PRIZES FOR THE GENERAL RANKING**

1. The Organiser shall award a total number of **10 in-kind and cash prizes** to those Contest Participants who will collect the highest number of points in all phases of the Contest.
2. If several Participants achieved the same number of points in the whole Contest (the sale of products with the same total number of points), the highest position in the ranking will be awarded to the Contest Participant who collected the points earlier, i.e. who registered their entries in the IKE system the earliest. If this does not result in an identification of one Participant at a given position in the ranking, the order in the ranking will be determined by a greater number of entries uploaded throughout the entire Contest. Should several Participants still be at the same place, the prize shall be awarded to each of them.
3. A Participant who, is classified for an award, shall be awarded **an in kind prize** in a form of a product or service, as specified in section 4 below, and **a cash prize** of 11,(1) % of the value of the in kind prize. The cash prize will be rounded up to the nearest one zloty,
4. A list of in-kind and cash prizes and their approximate value is presented in the table below:

| Ranking | In-kind prize   | Approx. Value of the Prize [PLN] |          |
|---------|---|----------------------------------|----------|
|         |   | In-kind                          | cash     |
| 1       | A Voucher of 7,000 PLN to use for:<br>www.travelplanet.pl- package tours<br>www.zingtravel.pl- active tourism<br>www.aero.pl- airtickets, hotels, travels either<br>Media Expert vouchers | 7 000,00                         | 7 000,00 |

|    |   |          |          |
|----|---|----------|----------|
| 2  | A Voucher of 5,000 PLN to use for:<br>www.travelplanet.pl- package tours<br>www.zingtravel.pl- active tourism<br>www.aero.pl- airtickets, hotels, travels either<br>Media Expert vouchers | 5 000,00 | 5 000,00 |
| 3  | A Voucher of 3,000 PLN to use for:<br>www.travelplanet.pl- package tours<br>www.zingtravel.pl- active tourism<br>www.aero.pl- airtickets, hotels, travels either<br>Media Expert vouchers | 3 000,00 | 3 000,00 |
| 4  | A Voucher of 3,000 PLN to use for:<br>www.travelplanet.pl- package tours<br>www.zingtravel.pl- active tourism<br>www.aero.pl- airtickets, hotels, travels either<br>Media Expert vouchers | 3 000,00 | 3 000,00 |
| 5  | Sport watch GARMIN Fenix 7X Solar Black   | 2900,00  | 2900,00  |
| 6  | Sport watch GARMIN Fenix 7X Solar Black   | 2900,00  | 2900,00  |
| 7  | Sport watch GARMIN Fenix 7X Solar Black   | 2900,00  | 2900,00  |
| 8  | JBL Xtreme 3 Bluetooth Speaker  | 1 000,00 | 1 000,00 |
| 9  | JBL Xtreme 3 Bluetooth Speaker  | 1 000,00 | 1 000,00 |
| 10 | JBL Xtreme 3 Bluetooth Speaker  | 1 000,00 | 1 000,00 |

5. In the general classification, no entries of Participants will be accepted if they have been classified by the Contest Committee as rejected ones.
6. The Organiser shall have the right to verify whether the sale was actually made by the Participant who uploaded the entry to the IKE System.
7. If the product or service described in section 4 above is not available for retail sale upon the Contest completion, the Organizer reserves the right to change the prize in kind to another one of a similar value and functionality. The change of the prize shall take place in consultation with the Winner.
8. In-kind prizes in the Contest are delivered by third parties in relation to the Organizer. Responsibility for the guarantee shall lie with the entity indicated in the guarantee.
9. In-kind prizes shall not be exchangeable for their monetary equivalent.
10. In-kind prizes shall be collected by the Participant in the Organiser's office after the Participant signs the protocol of acceptance.
11. At the request of the Participant, the Organiser shall consider a possibility of delivery of the prize other than the one described in the section 10 above, in particular courier service to the address indicated by the Participant.
12. Should the prizes be sent outside Poland, the Participant is obliged to inform the Organiser in advance about any customs obligations or restrictions in trade on the route from Poland to the country indicated by the Participant.
13. The prizes shall be awarded no later than 30 days after Contest completion, in compliance with provisions of §3 (4) and §3(7).
14. In-kind and cash prizes shall be taxed in accordance with §3 (11).

The exact value of the prizes shall be determined on the day they are collected by the Participants.

#### **Section 6.**

#### **COMPETITION PARTICIPANTS**

1. The Competition Participants can be natural persons having full capacity for acts in law who do not carry out any business activity, are Distributors' employees and are involved as part of their duties in the sale and advisory of the Magneti Marelli products.
2. The condition for the participation in the Competition of the persons described in item 1 will be that they will receive their employer's approval to participate in the Competition. The approval will be given in writing and will be send to the Organiser by post. The Organiser reserves the right to accept the offer to participate in the Competition only after the employer's original approval document is received. The obligation to receive the employer's approval will be the responsibility of the employee who wishes to participate in the Competition and the participation in the Competition by a person who has not received its employer's approval will be solely that person's responsibility.
3. For Participants employed with the Distributors that have their registered offices outside Poland and for Participants who have their places of residence outside Poland, by registering in the Competition the Participant confirms his/her participation in the Competition according to its conditions under the Rules complies with the laws of that country where the Distributor has its registered office and where the Participant has his/her place of residence.

#### **Section 7.**

#### **OFFERING THE PARTICIPATION IN THE COMPETITION AND COMPETITION PROCEEDINGS**

1. The participation in the Competition is voluntary.
2. In any case, the participation in the Magneti Marelli Race Competition might not be treated as concluding an agreement for the intermediation in the sale of the Organiser's products between the Participant and the Organiser.
3. A person interested in participating in the Competition can join it by completing the Registration Form within the deadline that is 15 July 2024.
4. The Registration Form should be fully completed on the Website, and the person who intends to participate in the Competition will be obliged to provide true information in it.
5. The Organiser will accept only such a Registration Form that has been properly completed and contains all the required details. Thus, the Organiser reserves the right to verify the details given in the Form and as a result to reject the Registration Form, e.g. if the Form has been incomplete or contains untrue details. In addition, the Organiser reserves the right to verify the Participant's qualification for participating in the Competition before the Participant is given the award.

6. The Participant will be obliged to notify immediately the Organiser about every change in the details stated in the Registration Form. The Organiser will not be responsible for any negative results that can arise for the Participant due to his/her failure to meet this obligation.
7. Within 7 working days of the day when the Participant completed the Registration Form, the Participant will receive the communication by e-mail containing the data necessary to log into [www.magnetimarelli-checkstar.pl](http://www.magnetimarelli-checkstar.pl) (login and password). The sending by the Organiser the e-mail message will be tantamount to the Participant's registering in the Competition.
8. The registration will be tantamount to opening in the Organiser's system the Participant's Individual Electronic Account (IEA) which can be accessed by the Participant after it logs into it on the Website.
9. As part of the Magneti Marelli Race Best Salesperson Competition 2024, to increase competitiveness among the Participants, the Organiser has the right to organise additional competitions. The rules will be communicated to the Participants through an electronic message sent to the e-mail address stated in the Registration Form.
10. After each Competition stage ends, within the deadline stated in Section 1.6, the Participant can check on his/her IEA the current value of the awards gathered by him/her in the Competition.

#### **Section 7.**

#### **BONUS + CARD**

1. Every Winner will receive a prepaid card that will be loaded with an amount of money that has the value of the Award as determined according to Section 4.1–2 at the specific Competition stage.
2. The UpBonus Card is issued by the official bank, operates within the Mastercard system and has adequate safeguards. The UpBonus Card is a prepaid Mastercard card. The current issuer of Up AGANEA EDE, S.A.U. cards, based in Madrid, with tax identification number A-87211959, being an Electronic Money Institution (EDE), authorized by the General Secretariat of Treasury and Financial Policy of the Ministry of Economy and Competitiveness, on October 14, 2016. as recorded in the Register of Entrepreneurs of the Kingdom of Spain in Madrid;
3. The condition for using the UpBonus Card will be for the Participant to confirm his/her receipt of the UpBonus Card on his/her IEA, giving its unique number and making a declaration on adhering to the Terms and Conditions of the Card Use which will be attached to the parcel with the UpBonus Card.
4. The Participant's status, UpBonus Card and any entitlements under it will be non-transferable. Any awards received by several Participants will not sum up.
5. The UpBonus Card will be the Organiser's property and will be returned after the Competition ends or if the Participant resigns from the participation in the Competition or if the Participant is excluded from the participation in the Competition.
6. The Participant will have the obligation to notify immediately the Organiser about any loss of the UpBonus Card.

7. For Participants employed with the Distributors with their registered offices outside Poland and for Participants with their places of residence outside Poland, upon making the declaration on adhering to the Terms and Conditions of the Card Use set down in item 3 above, the Participant will also be obliged to make a declaration that receiving and using by him/her the UpBonus Card complies with the laws of that country where the Distributor has its registered office and where the Participant has his/her place of residence. The Participant will undertake to use the UpBonus Card only according to the laws of that country where the Distributor has its registered office and where the Participant has his/her place of residence, in particular to the foreign exchange traffic regulations.

### **Section 8.**

#### **PARTICIPANT'S RESIGNATION AND EXCLUSION FROM THE PROGRAMME**

1. At any time, the Participant can resign from the participation in the Competition by submitting a relevant written declaration to the Organiser. The resignation will result in the automatic closing of the Participant's IEA, which prevents the Participant from gathering the awards any further.
2. Should he/she resign from the participation, the Participant will have the right to notify within 7 days that he/she wishes to receive the awards gathered so far or else they will forfeit. In such a case, the award will be paid after the on-going stage of the Competition ends and on condition that the Participant who has resigned ranked among the first 25 Winners according to Section 3.5.
3. The Organiser will be authorised to exclude the Participant from the Competition if the Participant has violated the provisions of these Rules, in particular if he/she has given untrue details in the Registration Form or offered his/her participation in the Competition despite the absence of his/her employer's approval or if his/her participation contravenes the laws of the country where his/her employer/Distributor has its registered office and where the Participant has his/her place of residence.
4. If the Participant has been excluded from the Competition, the Participant's awards gathered on his/her IEA forfeit upon exclusion and the Participant's IEA becomes blocked and closed.

### **Section 9.**

#### **PERSONAL DATA PROCESSING**

1. The competition participant (hereinafter referred to as Participant) will submit a statement that they consent to the processing of the Participant's personal data for the purposes of the Competition on the basis of article 6 paragraph 1 letter a GDPR \* indicated in paragraph 6 of these Regulations.  
IMPORTANT! You have the right to withdraw the consents at any time, which will not affect the lawfulness of the processing until the withdrawal. Personal data will be processed until the consent is withdrawn. Failure to provide data will result in the inability to participate in the competition.

2. Data in appropriate cases will be processed on the basis of article 6 paragraph 1 letter f GDPR \* (legitimate interests pursued by Magneti Marelli Aftermarket Sp. z o.o.) - you can object at any time - for reasons related to your specific situation - to the processing of your data based on this basis.
3. Personal data of participants are obtained only for the purposes of the Competition, and the data recipients will only be:
  - a. authorized employees of Magneti Marelli Aftermarket Sp. z o.o.,
  - b. in justified cases, the person/persons who supervises the sales process in the specific company in which the Participants have duplicated the competition entries,
  - c. in justified cases, the Magneti Marelli Aftermarket Sp. z o.o. service providers (e.g. companies related to legal or auditing services).
4. All data collected for the purposes of this competition will be processed during its duration and for 6 years after its completion.
5. Each Participant of the competition has the right to demand from Magneti Marelli Aftermarket Sp. z o.o. access to his personal data, their rectification, removal or limitation of processing or the right to object to the processing, as well as the right to data transfer;
6. The person who joins the competition has the right to lodge a complaint with the supervisory body - President of the Data Protection Office.
7. If you have questions and / or doubts, you can contact our Data Protection Officer: Mr Michael Geilke, e-mail: m.geilke@orleccy.pl, GSM: +48 577 631 313.
8. Violation of any of the terms of the contest by a competition Participant will result in the loss of the right to the prize.
9. Personal data of Participants, with their consent, may be transferred to other administrators for marketing, promotional and statistical purposes.
10. Personal data of Competition Participants may be transferred to authorized state bodies.
11. The Organizer is not responsible for providing the Participant with false information in the Registration Form.
12. All correspondence in matters related to the processing of personal data of Participants should be directed to the following address: Magneti Marelli Aftermarket Sp z o.o., ul. Plac pod Lipami 5, 40-476 Katowice.
13. The organizer will send commercial information to the e-mail addresses and mobile phone numbers provided to Participants who agree to it, on the basis of the Act of 18 July 2002 on the electronic provision of services (Journal of Laws of 2002 No. 144, item 1204, as amended).

#### **Section 10**

#### **FINAL PROVISIONS**

1. The Organiser is authorised to change the Rules at any time. The Rules may be amended by publishing their revised version on the Website. The current version of the Rules will also be sent to the Participants by e-mail

to the e-mail addresses they gave upon registration. The amendments to the Rules will come into effect after 1 week of publishing the revised Rules on the Website.

2. These Rules will be considered as accepted by the Participant through offering his/her willingness to participate in the Competition.
3. Should any disputable issues occur in the duration of the Competition, these will be resolved by the Competition Committee first, and should any Participant or another person take a legal action, the competent court to resolve any disputes that may occur in connection with the Competition will be the court with jurisdiction over the Organiser's registered office.
4. The Rules comes into force on 05 January 2024.
5. The Competition and any legal relations that may occur in connection with the participation by the Participant in the Competition will be governed by the laws of Poland.
6. Any information originating from the Organiser and relative to the course of the Competition or any correspondence between the Organiser and the Participants should be made in Polish. Using another language in contacts between the Organiser and individual Participant will be allowed only on condition that the Organiser has given its consent to it. If Polish and a foreign language have been used in contacts among the Organiser and the Participants, if in doubt or discrepancy concerning the contents of the information being forwarded, the contents of the correspondence in Polish will prevail.
7. The provisions of the Civil Code will be binding in issues not provided for by the Rules.

Katowice, 03 January 2024

Organiser

Magneti Marelli Aftermarket Sp. z o.o.

\*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)