



## Multicompetition “Madeira 2023” Rules

### §1 General Provisions

- 1) The Organiser of the Competition “**Madeira 2023**” is - WellU Swiss Group GmbH, with its registered seat at Schulstrasse 14, 9450 Altstätten, Switzerland, entered to Handelsregister des Kantons ST. Gallen CHE-407.196.596, hereinafter referred to as the **Organiser**.
- 2) The Organiser entrusts performing, carrying out and servicing the Competition with the company WellU Sp. z o.o., registered seat in Gdynia, ul. Wielkopolska 280, 81-531 Gdynia, entered to the National Court Register, maintained by the District Court Gdańsk-Północ, VIII Economic Department of the National Court Register, KRS 0000354591, NIP: 586-225-16-36, further referred to as the **Host**.
- 3) The Organiser and the Host determine all the rules and requirements for the Competition and its particular stages.
- 4) A Participant of the Competition (the **Participant**) – a person meeting the conditions included in §2.
- 5) A “Business Partner” (hereinafter **BP**) – a person who cooperates with the Organiser in the scope of distribution of the products offered by the Organiser and the Host.
- 6) The Competition “**Madeira 2023**” (further the **Competition**) is organised on the territory of Europe and Madeira. Additionally, the Host determines the travel destination, departure airport, date of commencement and date of the end of the trip, length of stay, general information concerning the trip and stay that will be announced 14 days prior to the departure by an email sent to the e-mail addresses provided by the Participants during registration on WellU portal.
- 7) The Competition Rules (hereinafter the **Rules**) constitute the basis for the Competition organization, they stipulate the rights and obligations of its Participants.
- 8) The founder of the prizes in the Competition is the Organiser.

### §2 Participants

- 1) The Competition Participant is: a natural person of age, with the status of Business Partner, Business Partner+, Business Partner PRO, Business Partner PRO+ as at the moment of entering the Competition, who has only one account on the platform [www.wellu.eu](http://www.wellu.eu) and observes the Rules. Participation in the Competition is voluntary that is a Business Partner who does not agree to participate in the Competition and observe the Competition Rules should make an express statement of will in this scope to the Host.





- 2) Employees of the Organiser and the Host may not participate in the Competition. An Employee in the meaning of the Rules is a person employed by the Organiser or the Host on the basis of an employment agreement.
- 3) The personal data of the Competition Participants will be processed in accordance with the Regulation of the European Parliament and the Council (EU) 2016/679 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, GDPR) of 27 April 2016 in the personal data database of the Organiser. The information for the Participants of the Competition, referred to in Art. 13 of GDPR constitutes **Appendix No. 1** to the Rules.
- 4) The Participants of the competition state that:
  - a) They meet the conditions stipulated in the article,
  - b) Accept the provisions of the Rules and agree to receive SMS messages related with the organisation issues of the Competition to the mobile telephone number provided on Wellu portal.

### §3 Prizes

- 1) The main prize in the Competition is a trip for one person to Madeira, with the value of 2000 EUR.
  - a) The trip takes place in December 2022, the exact date will be indicated by the Host,
  - b) The prize includes: stay in a hotel with board, flights, insurance, local tourist attractions, accommodation in a twin room.
- 2) The second prize is awarded at particular stages of the Competition and this is a voucher with the value of EUR 400.
- 3) The Participant who wins the trip to Madeira and at the same time has at least 1 voucher, has the possibility of exchanging the vouchers held for the trip to Madeira for accompanying person, in accordance with the following rules:
  - a) 5 vouchers – free ticket for the accompanying person,
  - b) 4 vouchers – an extra charge of EUR 400 for the accompanying person,
  - c) 3 vouchers – an extra charge of EUR 800 for the accompanying person,
  - d) 2 vouchers – an extra charge of EUR 1200 for the accompanying person,
  - e) 1 voucher – an extra charge of EUR 1600 for the accompanying person.
- 4) The Participant of the Competition who will not win the main prize, but has minimum 1 voucher, has the possibility of exchanging the vouchers for a trip ticket to Madeira upon the below terms:
  - a) 4 vouchers – an extra charge of EUR 400,
  - b) 3 vouchers – an extra charge of EUR 800,
  - c) 2 vouchers – an extra charge of EUR 1200,



- d) 1 voucher – an extra charge of EUR 1600,
- 5) The vouchers may be also exchanged for the following prizes:
  - a) 1 voucher – an additional attraction of EUR 400 during the trip,
  - b) 1 voucher and an extra charge of EUR 400 by the– a ticket for Wellu European Holiday,
  - c) 2 vouchers – a ticket for a trip in the framework of the Wellu European Holiday.
- 6) The vouchers constituting the prizes in the Competition may be exchanged only for the prizes expressly indicated in the Rules in point 3) – 5) above and they are not subject to exchange for money.
- 7) The guaranteed prize with the value of approx. EUR 40. The guaranteed prizes are awarded at every stage of the competition. The composition of the guaranteed prize to win at a given stage of the competition will be each time announced by the Host prior to commencement of a given stage.
- 8) The winners will be selected by the Competition Committee appointed by the Competition Host, on the basis of the obtained competition points.
- 9) Taking into account the necessity of guaranteeing equal chances for the Participants of the Competition, the Host reserves the right to exclude a Participant from the ranking in the case of ascertaining actions to the detriment of the other Participants. In particular it concerns decreasing of the product selling price below the price terms available in the official promo actions of the Host.
- 10) The order of places in the Competition ranking is determined on the basis of the competition points obtained and the other conditions discussed in the Rules.
- 11) The Participants may not exchange the award for the money equivalent. The Participant is not either entitled to reserve special traits of the awards.
- 12) Under special terms, the Host reserves the right to exchange the prize for another prize with equal value.
- 13) The Participants who will win the awards, acknowledge that collection of the award constitutes income in the light of the tax provisions and it is taxed pursuant to the provisions binding in the country of the Participant.

#### **§4 Competition Rules**

- 1) The competition takes place in the period from 23.01.2022 to 22.08.2022.
- 2) The Competition comprises 5 six weeks' stages, directly following one another. Particular stages take place in the following periods:



- a) 07.01.2023 - 17.02.2023
  - b) 18.02.2023 - 31.03.2023
  - c) 01.04.2023 - 12.05.2023
  - d) 13.05.2023 - 23.06.2023
  - e) 24.06.2023 - 04.08.2023
- 3) The Competition consists of winning by the Participant possibly the largest number of competition points, at all the stages of the Competition, with at the same time fulfilling of all the other conditions included in the Rules.
  - 4) The rules of awarding the competition points:
    - a) For the first order of the recommended in person Business Partner, with the minimum value of 50 p (fifty points), the Participant receives 1 (one) competition point for every 50 p value of the order value.
    - b) For own order and of the Clients recommended in person, for every 50 p of value (fifty points) the Participant receives 1 (one) competition point. These do not have to be one-off orders with the value of 50 p and more; all own orders and of the Clients recommended in person are counted.
  - 5) The condition for granting the competition points is payment for the orders placed during a given stage of the Competition, by 14:00 at the latest on the seventh day of the end of a given stage of the Competition.
    - a) The time of the amount due inflow to the Host should be understood the moment of payment for the order.
    - b) The competition points are not granted for the cancelled and unpaid in the due time orders.
  - 6) An additional condition for receiving the prizes is maintaining over the whole period of the Competition a continuous activity stipulated in the Commission Plan. In the case of a failure to meet the condition, the right to the prize will be transferred to the next in line Participant in the ranking, who fulfils the above condition.
  - 7) The main prize will be awarded to 10 participants with the largest amount of the competition points won in total at every of the stages of the Competition.
    - a) An additional condition for the Participant to be awarded the main prize is winning minimum 100 competition points in total in all the stages of the Competition.
  - 8) The second prizes are awarded at every stage of the Competition. All Participants who obtained in a given stage of the Competition 30 and more competition points will receive the vouchers. One may win maximum 5 vouchers, one per every stage of the Competition.





- 9) The Participants who at a given stage of the Competition won at least 10 competition points, but do not receive the vouchers (they were not classified among the Participants awarded with the vouchers) should receive the guaranteed prize.
- 10) In the case of obtaining by two or more Participants the same number of points, the higher position in the ranking will be occupied by the Participant for whom the sum of turnover generated during the Competition stage by the persons recommended thereby during a given stage of the Competition is higher.
- 11) The Business Partners will be informed about the Rules and Terms of the Competition (including, about the Rules) by email, to the addresses provided in user's account of the platform [www.wellu.eu](http://www.wellu.eu). Meeting the conditions referred to above equals entering the Participant to the Competition and accepting thereby the Rules in whole and an obligation to observe thereof.
- 12) Deciding the Competition and selection of the awarded Participants will take place by 30 working days after its completion by publishing the list of the honoured persons on the Organiser web page: [www.wellu.eu](http://www.wellu.eu).
- 13) The Organiser will contact every of the awarded Participants by telephone or via electronic mail to the e-mail address provided by the competition Participant.
- 14) Participation in the Competition as well as the rights and obligations related therewith, also including the right to demand issue of the award, may not be transferred to the other persons and entities, unless it will be justified from the business point of view and approved by the Organiser and the Competition Host.

## **§5 Final provisions**

- 1) The Participants of the Competition, acting contrary to the provisions of the rules may be excluded from the Competition on the basis of a decision of the Host.
- 2) Every Participant has the right to lodge complaints.
- 3) The complaint should be lodged in writing to the address: WellU sp. z o.o., ul. Wielkopolska 280, 81-531 Gdynia, or via e-mail to the address [info@wellu.eu](mailto:info@wellu.eu). The Host will investigate the complaint within 30 days of its receipt and will inform about the decision.
- 4) The Rules are available at the seat of the Host and on the web page [www.wellu.eu](http://www.wellu.eu).
- 5) The Organiser and the Host reserve the possibility to prolong the Competition and to amend the Rules. Possible amendments in the Rules will be published in the new contents of the Rules on the web page [www.wellu.eu](http://www.wellu.eu), and the Participants will be informed about the amendments. The amended Rules come into force as of the date of placing thereof on the said web page.





## **Appendix to the Rules of the Competition named “Madeira 2023”**

### **Information note concerning personal data**

#### **1. WHO IS THE CONTROLLER OF YOUR DATA?**

The Controller of personal data is WellU Swiss Group GmbH, with its seat at Schulstrasse 14, 9450 Altstätten, Switzerland, entered to Handelsregister des Kantons ST. Gallen CHE-407.196.596, that for the purposes of organization and conducting the Competition is represented by WellU Sp. z o.o., with its seat in Gdynia, ul. Wielkopolska 280, 81-531 Gdynia, entered to the National Court Register, maintained by the District Court Gdańsk-Północ, VIII Department of the National Court Register, under number KRS 0000354591, NIP: 586-225-16-36.

#### **2. WHY DO WE PROCESS YOUR PERSONAL DATA?**

The basic purpose for which we process your personal data is organization and conducting the competition named “Madeira 2023” (hereinafter the competition), including handling the claims and complaints. Your personal data will be also used to execute the right to the prize in the Competition, to this end booking of the flights, accommodation, concluding of insurance policy for the trip period. The basis for processing of your data, including the image, is the agreement (with the contents of the competition rules), concluded by entering the competition. If you express a separate consent, then we will process your personal data for the marketing purposes with the use of telephone or electronic communication.

We will also process your data for the settlement-tax purposes and archiving. In such a case the basis for our processing of your personal data will be the legal regulations that order us to process data for the settlement-tax purposes.

The data we have collected will be also processed in order to claim our rights and defend against claims, whereas in this case the data will be processed on the basis of the legally justified interest of the personal data controller.

We may also process your data for the purposes of our own direct marketing, which will be then an activity based on the legally justified interest of the personal data controller.

If new purposes of processing appear, we should inform you about it.



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### **3. DO YOU HAVE TO PROVIDE YOUR PERSONAL DATA?**

In the case of conclusion and performing of the agreement (with the contents of the competition rules) we collect only the data without which a given agreement may not be performed. Non-provision of the data necessary to conclude and perform the agreement will result in that we will not be able to conclude it with you or perform thereof.

This also concerns the data that we have to collect due to a legal obligation (for example data for an invoice).

If we obtain your data on the basis of your consent, then the consent is entirely voluntary. A lack thereof will result in not undertaking of the activities that we have indicated in our request for the consent.

### **4. WHOM ARE WE GOING TO TRANSFER YOUR DATA?**

The recipients of your data will be:

- a. our authorised employees and co-workers to whom your personal data will be disclosed so that they can perform their duties, in particular WellU Sp. z o.o., with its registered seat in Gdynia;
- b. the entities with which we entrust processing of your personal data in relation with performing services for us (the processor), for example tourist agencies, carriers, hotels, insurance agencies;
- c. public authorities.

### **5. HOW LONG WILL WE STORE YOUR DATA?**

The storing period of your personal data is related with the purposes and the bases for their processing. Your personal data arising from conclusion of an agreement, provision of services or statutory warranty / guarantee will be processed over the period in which claims related with the agreement may be discovered, that is over 6 years + 12 months of the end of the year, in which the agreement was executed. We would like to explain that the above indicated 6 years' period is the possible period of your claims' limitation. The period was additionally extended by 12 months in case of claims reported at the last minute, problems with delivery, and counting from the end of the year serves for determining one date for deletion of the data for the agreements ending in a given year.

The data processed for marketing needs, including direct marketing of our products and services, we will process until filing of your objection or until withdrawal of the consent, however not longer than 3 years of your last contact with us.



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The data processed for the settlement-tax purposes and archiving will be stored for 6 years from the end of the year, in which the competition ended.

If we acquire a right from you (for example a copyright or license) then we process your data over the whole period during which we are entitled to the right or we use it.

After the lapse of the indicated periods of time, your personal data will be deleted or anonymized.

## **6. WHAT RIGHTS DO YOU HAVE IN RELATION TO PROCESSING YOUR DATA BY US?**

In relation to processing your data by us you are entitled to a range of rights.

Your rights include:

- a. the right to demand access to your personal data and the right to correct thereof, removal (“the right to be forgotten”) or limit processing;
- b. the right to object against processing of the personal data for the needs of direct marketing, which results in stopping processing by us of your data for the direct marketing purposes;
- c. the right to object due to the reasons related with your special situation, if the personal data are processed on the basis of the legally justified interest. However, we will further process the personal data in the necessary scope, if a justified reason exists at our side;
- d. the right to move the data processed in relation with performing of an agreement or on the basis of your consent;
- e. if your consent is the basis for the processing, you have the right to withdraw the consent at any time. However, withdrawing of the consent does not influence the compliance with the law of processing your personal data that we carried out on the basis of the consent prior to its withdrawal.

You can exercise the above indicated rights:

- a. by e-mail, sending a mail to the address: [iod@wellu.eu](mailto:iod@wellu.eu),
- b. by writing to us to the address: WellU Sp. z o.o. with its seat in Gdynia, ul. Wielkopolska 280, 81-531 Gdynia.

If you write to us, please remember to provide your contact details and the preferred form and time of contact. Thanks to it we will more effectively answer your questions and requests.



[wellu.eu](http://wellu.eu)



[wellugroup](https://www.facebook.com/wellugroup)



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## 7. RIGHT TO COMPLAIN

If our explanations and actions prove insufficient or defective, you may at any time address the personal data protection authorities – in Poland this is the President of the Personal Data Protection Office.