



# Regulations of the support program "New Horizon"

## §1 Definitions

The organizer of the program is WellU Swiss Group GmbH with headquarters Schulstrasse 14, 9450 Altstätten, Switzerland, registered in the Handelsregister des Kantons ST. Gallen CHE-407.196.596 (hereinafter referred to as the "Organizer"), which entrusts the implementation, execution and handling of the program to WellU Sp. z o. o. with its registered seat in Gdynia, 280 Wielkopolska Street, 81-531 Gdynia, entered in the National Court Register kept by the District Court Gdańsk-North VIII, Division of the National Court Register, under number KRS 0000354591, Tax Identification Number: 586-225-16-36 (hereinafter referred to as the "Operator").

Terms used in the Terms and Conditions shall mean:

- Program or Action - the action described by the provisions of these Terms and Conditions.
- Rules and Regulations - these rules and regulations.
- Participant - a person using the Program,
- Business Partner - a person cooperating with the Organizer on the basis of a separate agreement.

## §2 Rules of participation

1. The participant of the Action can be only and exclusively a natural person who meets all of the following requirements:
  - is an adult,
  - has full legal capacity,
  - has a Business Partner status account with WellU, established no earlier than January 1, 2022.
2. Employees of the Host Organizer may not participate in the Action. Within the meaning of the Regulations, an employee is a person employed by the Organizer or the Operator on the basis of an employment contract.
3. The personal data of the Program Participants will be processed in accordance with 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, RODO) in the Organizer's personal database. The information for Program Participants referred to in Article 13 RODO is attached as Appendix 1 to these Regulations.



### §3 Rules of the Action

1. The aim of the Action is to subsidize Business Partners starting their cooperation with WellU, so that the sum of the monthly remuneration obtained in total as a result of the commission plan and the subsidy from the Action is not less than 250 EURO per month, for a maximum of six consecutive calendar months.
2. In order to receive funding for a calendar month, the following criteria must be met together.
  - a. Acquiring, through your own referral, at least two new Business Partners who have placed first orders worth at least 50 points in a calendar month.
  - b. Own business activity as described in the WellU Commissioning Plan during all weeks of the month for which the grant is to be awarded.
  - c. Attend at least two trainings organized by the team leader. The training topics include the rules of this Action and the WellU Commission Plan.
3. In order to join the action and receive the grant, the participant reports the fact that he/she meets the criteria in section 2 by filling out the application form. The form can be found on the portal [www.wellu.eu](http://www.wellu.eu), in the section CONTEST / Action New Horizon. Notification should be made no later than the 5th of the month following the month in which the funding criteria are met.
4. Once an application is received, the wages earned by the Participant under the Commission Plan during the calendar month to which the application applies will be analyzed. Depending on the outcome, a grant amount will be awarded with the following rule:
  - a. a. If the sum of the remuneration on the basis of the Commission Plan is less than €250, the Participant will additionally receive the difference between €250 and the sum obtained from the Commission Plan.
  - b. If the total remuneration on the basis of the Commission Plan is EUR 250 or more, the Participant will receive an additional EUR 50.
  - c. The grant amount will be credited to the Participant's WellU Wallet balance.
5. Additional prize – participation in the WellU European Holidays 2023.
  - a. As part of the Action, you can get an additional prize in the form of participation in European WellU holidays in 2023. The additional prize can be obtained in one of two categories: beginner and Leader.
  - b. The "beginner" category includes Participants for whom the Action is the beginning of cooperation with WellU (they do not have any rank). Participants who, during participation in the Action, are promoted to Leader rank and then maintain it as a payable rank for 4 consecutive accounting periods will receive a voucher for the WellU European Holidays 2023.
  - c. The Leader category includes Business Partners who cannot themselves receive funding, have the rank of Leader and use the Action for recruitment and construction of structures.



Business partners who are promoted from the Leader rank to the rank of Vice Director and will maintain it as a rank payable for 4 consecutive settlement periods, will receive a voucher for the WellU European Holidays.

- d. All qualifications referred to in points 5b and 5c must be completed at the latest until 1 March 2023.
6. Duration of the Action.
- a. A participant enters the Action by sending the first application referred to in point 3. The month for which the application is submitted is the first of six consecutive months for which a Participant may receive funding.
  - b. The last month to join the Action is June 2022 (by application made by July 5, 2022)

#### **§4 Complaint procedure**

1. Complaints related to the manner of conducting the Campaign shall be accepted in writing at the office of the Operator.
2. Complaints will be processed within 14 days of receipt. The complainants will be notified of the outcome of the complaint procedure immediately after the complaint is resolved.

#### **§5 Final provisions**

1. These Terms and Conditions will be made available at <https://wellu.eu/news/downloads.html>.
2. The Organizer reserves the right to change the Regulations for important reasons. Changes are effective from the date of their notification to Participants at the e-mail address given by Participants in the wellu. eu service. An amendment to the Rules shall not affect the rights of Participants acquired prior to the amendment.
3. In matters not regulated by these Regulations the provisions of Polish law shall apply.





## **Appendix No. 1 to the Rules of the Incentive Programme " New Horizon"**

### **PERSONAL DATA INFORMATION SHEET**

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

The controller of your personal data is WellU Swiss Group GmbH with its registered seat Schulstrasse 14, 9450 Altstätten, Switzerland, registered in the Handelsregister des Kantons ST. Gallen CHE-407. 196. 596, hereinafter referred to as the Organizer, which in the organization and management of the Program is represented by WellU Sp. z o. o. , based in Gdynia, ul. Wielkopolska 280, 81-531 Gdynia, entered in the National Court Register, maintained by the District Court Gdańsk-North VIII KRS Department, under KRS number 0000354591, NIP number: 58-622-516-36.

#### **WHY DO WE PROCESS YOUR PERSONAL INFORMATION?**

The primary purpose for which we process your personal data is to organize and run the incentive program "ACTION SUMMER 2021" (hereinafter referred to as the program), including the handling of complaints and claims. Your personal information will also be used to exercise your right to prizes in the program and to present the results of the program. The processing of the following personal data: first name, last name, country of residence, date of birth, referral ID, status, rank, login, business account balance, order history, ID number, takes place in order to pursue legitimate interests pursued by the Administrator in the form of protection against your possible claims. This interest is based on the need for evidence in case of doubt as to the manner and extent of performance of obligations between the parties.

The basis for the processing of your data here is the contract (with the content of the program rules), concluded by your accession to the program.

If you have given us separate consent to do so then we will process your personal data for marketing purposes using telephone or electronic communications.

We will also process your data for billing, tax and archiving purposes. In this case, the basis for our processing of your personal data

there will be laws that require us to process your data for tax and billing purposes. We will also process the data we collect in order to assert our rights and defend against claims, in which case we will process the data on the basis of the legitimate interest of the controller of the personal data.

We may also process your data for our own direct marketing purposes, in which case we will be acting on the basis of a legitimate interest of the data controller.

If new processing purposes arise, we will let you know.



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



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



[wellu\\_group](https://www.instagram.com/wellu_group)



## **DO YOU HAVE TO GIVE US YOUR PERSONAL INFORMATION?**

In the case of conclusion and execution of a contract (with the contents of the program rules), we only collect the data without which the contract cannot be executed. Failure to provide data necessary to enter into and perform the contract will result in us not being able to enter into or perform the contract with you.

If we obtain your data based on your consent, then that consent is completely voluntary. Failure to do so will result in the failure to take the action we indicated in our request for consent.

## **TO WHOM WILL WE SHARE YOUR INFORMATION?**

The recipients of your data will be:

- a. our authorized employees and associates to whom your personal data will be disclosed in order to perform their duties, in particular WellU Sp. z o. o. based in Gdynia,
- b. public authorities upon request.

## **HOW LONG WILL WE KEEP YOUR INFORMATION?**

The storage period for your personal data is linked to the purposes and grounds for processing.

We will process your personal data arising from the conclusion of a contract, performance of a service or a warranty/guarantee for the period during which claims relating to that contract may arise, i. e. for 6 years + 12 months from the end of the year in which the contract was executed. We clarify that the 6-year period indicated above is the possible statute of limitations for your claims. We have extended this period by an additional 12 months for last-minute claims, service issues, and counting from the end of the year to determine a single date of deletion for contracts ending in the year.

We will process data processed for marketing purposes, including direct marketing of our products and services, until you object or withdraw your consent, but no longer than 3 years from your last contact with us.

We keep the data processed for billing, tax and archiving purposes for 6 years after the end of the year in which the program ended.

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



## **WHAT RIGHTS DO YOU HAVE IN RELATION TO OUR PROCESSING OF YOUR DATA**

You have a number of rights in relation to our processing of your data.

Your rights are:

- a. the right to request access to your personal data from us and the right to rectification, erasure ("right to be forgotten") or restriction of processing;
- b. the right to object to the processing of your personal data for direct marketing purposes, which stops us processing your data for direct marketing purposes;
- c. the right to object on grounds relating to your particular situation if the personal data is processed on the basis of a legitimate interest. However, we will continue to process personal data to the extent necessary if there is a legitimate reason on our side;
- d. the right to data portability of data processed in connection with the performance of a contract or based on your consent;
- e. if the basis for processing is your consent, you have the right to withdraw your consent at any time. Withdrawal of consent, however, does not affect the lawfulness of our processing of your personal data, which we have made on the basis of consent before its withdrawal.

You can exercise the above-mentioned rights:

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

When contacting us, remember to provide us with your contact details and the preferred form and time of contact. Thanks to this, we will be able to answer your questions and requests more efficiently.

## **RIGHT TO COMPLAIN**

If our explanations and actions turn out to be insufficient or defective, you can contact the personal data protection authorities at any time - in Poland it is the President of the Personal Data Protection Office.