

**Rules for the Extended Warranty**  
**(Warranty Statement)**

**§ 1**

**General Provisions**

1. This statement sets out the rules for granting and providing by the company under the name of Philip Morris Polska Distribution Sp. z o.o. with its registered office in Kraków, Al. Jana Pawła II 196, 31-982 Kraków, entered to the Business Register kept by the District Court for Kraków-Śródmieście in Kraków, the 11<sup>th</sup> Commercial Division of National Court Register under KRS no. 289223, share capital of PLN 10,000,000.00 as the warrantor (hereinafter referred to as “**PMPL-D**” or “**Warrantor**”) of the extended warranty (hereinafter referred to as “**Extended Warranty**”) under the conditions set out in this statement.
2. The content of this statement is available at the Warrantor and on the following website <https://alternatywadlapapierosow.pl/rozszerzona-gwarancja>. Its text version can also be obtained by sending a request to the e-mail address: [contact.pl@iqos.com](mailto:contact.pl@iqos.com) or to the following address of the Warrantor: Gdański Business Center D, ul. Inflancka 4C, 00-189 Warszawa with the note: “Dział Customer Care - **Gwarancja Rozszerzona**”.
3. The Extended Warranty is granted on the territory of the Republic of Poland.
4. The warranty does not exclude, limit, or suspend the buyers’ rights under the provisions on warranty for defects in the sold item or from the warranty provided by PMPL-D on the basis of the warranty statement attached to the Product.

**§ 2**

**Extended Warranty Terms**

1. The Warrantor grants the Extended Warranty only to adult users of tobacco or nicotine-containing products who have registered in the PMPL-D consumer database and have an IQOS or lil SOLID 2.0 device purchased in the territory of the Republic of Poland (hereinafter referred to as the “**Product**”) registered in their account in the PMPL-D database (hereinafter referred to as “**Entitled Consumers**”).
2. The Extended Warranty is granted for Products registered in the Entitled Consumer’s account in the PMPL-D database.
3. The Extended Warranty covers unintentional mechanical damage as a result of which the Product will stop working or will malfunction, including unintentional mechanical damage caused by the fault of the Entitled Consumer to the following elements of the Product: heater or pocket charger or 1 element of the Product in the case of lil SOLID 2.0 and IQOS 3 Multi devices.
4. Under the Extended Warranty, the Warrantor may replace the damaged Product or its element with a new one. Each of the above-mentioned elements may be replaced no more than once during the Extended Warranty Period (defined below in § 2 section 6 of the Warranty Statement). Subsequent damages to the replaced Product or replaced Product components are not covered by the Extended Warranty.
5. The Extended Warranty does not cover:
  - a) cosmetic damage to the Product, such as dents or scratches that do not affect the operation of the Product;
  - b) loss (including as a result of theft) of the Product;
  - c) Products that the Warrantor is unable to identify by the device number because it is illegible or removed;
  - d) damage caused outside the Extended Warranty period.
6. The Extended Warranty lasts 12 months from the date of purchase of the Product by the first owner (the “**Extended Warranty Period**”) or until the Product or its component is replaced under the Extended

Warranty, respectively. If it is not possible for PMPL-D to determine the date of purchase of the Product, the Entitled Consumer may be asked to present proof of purchase.

7. In the event of resignation or failure to use the Extended Warranty, the Entitled Consumer is not entitled to an equivalent or other compensation.
8. Requests for replacement of the Product or its element under the Extended Warranty can be made on the hotline at 801 801 501 or 22 455 14 04 (fee in accordance with the operator's price list), using the Messenger application available at: <https://www.facebook.com/iqospl> or in the IQOS Store; you can get information about the nearest store via the above-mentioned hotline.

### **§ 3**

#### **Personal Data Protection**

1. The controller of personal data under the Extended Warranty is the Warrantor.
2. Personal data processing shall be carried out pursuant to 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 "GDPR").
3. Personal data of Entitled Consumers may be processed in order to properly organise and carry out the Extended Warranty process, which is the legitimate interest of the Warrantor.
4. Providing personal data and consenting to registration in the Warrantor's database is voluntary, but necessary to achieve the objectives indicated in § 3 section 3 of the Warranty Statement and to take advantage of the Extended Warranty.
5. The Entitled Consumers shall have the right to access the content of their data, demand their rectification, deletion, limiting processing and the right to object against their processing, as well as the right to lodge a complaint with a supervisory body. They shall have the right to transfer personal data and in cases where the processing of data takes place based on a consent, to withdraw the consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.
6. The Warrantor declares that the data of the Entitled Consumers will not be processed in an automated manner and will not be subjected to profiling. Data of Entitled Consumers may be transferred to the Warrantor's subcontractors and entities authorised by law.
7. The Warrantor will collect the following data from Entitled Consumers:
  - a) first name;
  - b) last name;
  - c) date of birth;
  - d) telephone number,
  - e) email address, and if the person registers using [www.iqos.com](http://www.iqos.com);
  - f) address details (if the Programme Participant provides them).
8. Data of Entitled Consumers may be transferred to third countries (i.e. outside the European Economic Area, including the European Union, Norway, Liechtenstein, and Iceland).
9. Entitled Consumers may contact PMPL-D if they have questions regarding the processing of personal data by the Warrantor, using the following e-mail address: [contact.pl@iqos.com](mailto:contact.pl@iqos.com).
10. Entitled Consumers have the right to file a complaint with the supervisory authority (President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warszawa; [www.uodo.gov.pl](http://www.uodo.gov.pl)).
11. More information on the protection of personal data can be found in the Privacy Policy available on the website [www.iqos.com](http://www.iqos.com).

**§ 4**  
**Final provisions**

1. In all matters not regulated in the Warranty Statement, the provisions of Polish law, in particular the provisions of the Civil Code, shall apply.
2. Should any provision of this Warranty Statement prove invalid or legally ineffective, the Statement shall remain in full force with regard to the remaining provisions.
3. The Warrantor reserves the right to change the Warranty Statement for important reasons, in particular changes in the law, or technological or business changes. To Extended Warranty agreements concluded before the change of the Warranty Statement, the Warranty Statement in the version applicable at the time of conclusion of the Extended Warranty agreement shall apply.
4. The Warranty Statement is valid from September 1, 2022.

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