

**REGULATIONS OF THE NON-PUBLIC CONSUMER PROGRAM**  
**"IQOS ILUMA IN IQOS.COM STORE UNDER THE EXCHANGE PROGRAM**  
**(SEPTEMBER 2024)"**

**§ 1**

**General Provisions**

1. The non-public consumer program "IQOS ILUMA IN IQOS.COM STORE UNDER THE EXCHANGE PROGRAM (SEPTEMBER 2024)" (hereinafter referred to as the "**Program**") is organized by Philip Morris Polska Distribution Sp. z o. o. with its registered office in Kraków: 31-982 Kraków, Aleja Jana Pawła II 196, entered into the Register of Entrepreneurs by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS No. 289223, share capital in the amount of PLN 10,000,000.00, BDO [Waste Management Database] number: 000011337 (hereinafter referred to as "**PMPL-D**" or "**Organizer**").
2. The contents of these Regulations (hereinafter referred to as the "**Regulations**") are available at the IQOS Hotline, No. 801 801 501 or (+48) 22 455 14 04 (call cost at the operator's rate) and at [www.iqos.com](http://www.iqos.com).
3. The Program shall be conducted from 04.09.2024 to 30.09.2024 (hereinafter referred to as the "**Program Duration**") in the territory of the Republic of Poland. The Organizer reserves the right to extend the Program Duration.

**§ 2**

**Rules of the Program**

1. The Program is open only to adult tobacco users who are registered in the PMPL-D consumer database and have an IQOS or LIL device registered in the PMPL-D database (hereinafter referred to as "**Participants**").
2. In order to participate in the Program, the Participant should have a working or non-working IQOS 2.4, IQOS 2.4 PLUS, IQOS 3, IQOS 3 MULTI, IQOS 3 DUO, IQOS ORIGINALS, LIL Solid 2.0 or LIL Ez registered in the Organizer's database. The IQOS 2.4, IQOS 2.4 PLUS, IQOS 3, IQOS 3 MULTI, IQOS 3 DUO, IQOS ORIGINALS, LIL Solid 2.0 or LIL Ez owned by the Participant may or may not be covered by the warranty (hereinafter the "**Replacement Device**").
3. The Program is not open to Participants who have VEEV NOW or VEEV ONE devices registered to the Participant in the Organizer's database, unless they simultaneously have one or more registered devices listed in § 2.2 of the Regulations.

4. During the Program Duration, the Participant has the right to take advantage of the offer to purchase in the Organizer's store located at [www.iqos.com](http://www.iqos.com) from the IQOS Store the IQOS ILUMA device for PLN 99 together with two packs of TEREА sticks or the IQOS ILUMA PRIME device for PLN 299 together with two packs of TEREА sticks (hereinafter referred to as the "**Offer**"). The Organizer stipulates that the Offer is valid while stocks last, which means that the Organizer does not guarantee that IQOS ILUMA or IQOS ILUMA PRIME devices will be available for purchase in the IQOS store available on the Organizer's website at [www.iqos.com](http://www.iqos.com) throughout the Program Duration to take advantage of the Offer.
5. The condition to take advantage of the Offer (that is, to receive a discount on the purchase of an IQOS ILUMA or IQOS ILUMA PRIME device) is for the Participant to send back the Replaced Device to the Organizer using the return label included in the shipment with the IQOS ILUMA device selected as part of the Offer, whereby only the return of the pocket charger and the heater or the heater itself in the case of the LIL and IQOS 3 MULTI devices is required, and the Participant may keep the other components of the IQOS or LIL set. For details regarding the return of the Replaced Device, please refer to the communication about the Program sent by the Organizer via email or text message or at [www.iqos.com](http://www.iqos.com). The cost of returning the Replaced Device shall be paid by the Organizer.
6. The Participant may take advantage of the Offer referred to in § 2.4 of the Regulations only twice during a calendar year.
7. The Offer does not combine with benefits or discounts, including codes or vouchers reducing the price of IQOS ILUMA or IQOS ILUMA PRIME devices, obtained by the Participant under other consumer programs conducted by the Organizer, unless the regulations of such a consumer program clearly state that it can be combined with the Offer. The Offer also does not combine with programs under which purchasers of an IQOS ILUMA or IQOS ILUMA PRIME device are entitled to return a non-defective IQOS device; however, this reservation does not affect the Participant's right to exercise the right under applicable regulations to withdraw from the purchase of an IQOS ILUMA or IQOS ILUMA PRIME device made as part of the Program.
8. If the Participant withdraws from the sales contract concluded as a result of taking advantage of the Offer, the Participant shall receive a refund of the price paid. Return of the Replaced Device is excluded.
9. Employees of the Organizer and employees of entities cooperating in the organization of the Program, may not participate in the Program, including:
  - a) employees of: PMPL-D, Philip Morris Polska S.A. with its registered office in Kraków (KRS: 0000012542), Philip Morris Polska Tobacco Sp. z o.o. with its registered office

in Kraków (KRS: 0000291604), PMI Service Center Europe Sp. z o.o. with its registered office in Kraków (KRS: 0000242947) or their family members;

- b) employees of the agency cooperating with the Organizer within the framework of the Program;
  - c) persons employed or providing services to the entities and companies indicated in (a) or (b) above.
10. Family members referred to above include: children, siblings, spouses, parents, persons in an adoption relationship, as well as persons under guardianship or custody.

### **§ 3**

#### **Personal data protection**

1. The controller of personal data collected in connection with the Program is the Organizer.
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. The personal data of Program participants shall be processed on the basis of Article 6(1)(b) GDPR, as data necessary for the implementation of the Program, including taking advantage of the Offer, and on the basis of Article 6(1)(f) of GDPR, i.e. for the purpose of monitoring the implementation of the Program during and after its completion. The personal data of Program participants may also be processed for the purpose of processing complaints and pursuing claims related to participation in the Program, as well as fulfilling legal obligations related to tax settlement on the basis of Article 6(1)(c) of GDPR, and for statistical, archival purposes and ensuring accountability of the Organizer's performance of its obligations under the law on the basis of Article 6(1)(c) of GDPR.
4. Personal data will be entrusted to entities processing them on behalf of the Organizer, in particular to entities providing IT services and entities making deliveries on behalf of PMPL-D. The entrusted data are limited to the purpose and scope necessary for the implementation of the Program and secured by agreements ensuring the security of personal data processing.
5. Participants' personal data will be processed for the period necessary for the full implementation of the Program (for the purpose of: monitoring the implementation

of the Program), the execution of any proceedings related to the filing of complaints, and stored until the statute of limitations on claims (for the purpose of: handling complaints and investigating claims) or the expiration of the obligation to archive data under the law. The period for processing personal data is in accordance with tax and accounting regulations and is 5 years counted from the end of the fiscal year in which the accounting document was issued.

6. Participants have the right to request from the Organizer access to their personal data, rectification, deletion or restriction of processing, and the right to data portability, in accordance with Articles 15-22 of GDPR, and the right to object to the processing of personal data.
7. Participants also have the right to file a complaint with the President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warsaw; [www.uodo.gov.pl](http://www.uodo.gov.pl)) if they consider that the processing of their personal data violates the provisions of GDPR.
8. The provision of personal data is voluntary, but necessary to take advantage of the Offer in the Program, with the proviso that failure to do so, providing incomplete or even partially false or incorrect personal data may prevent you from taking advantage of the Offer in the Program.
9. The Organizer declares that the data of the Participants will not be processed in an automated manner and will not be profiled.
10. The data of Participants are transferred to third countries (i.e. outside the European Economic Area, including the European Union, Norway, Liechtenstein, and Iceland).
11. The Participant may contact the Organizer if they have questions about their personal data, using the email address: [contact.pl@iqos.com](mailto:contact.pl@iqos.com).
12. Detailed rules for the processing and protection of Participants' personal data are set out in the Regulations of the Site and the Program Regulations available after logging in to the Site in the Profile tab and on the hotline at + 48 801 801 501 or 22 455 14 04;\*.  
\*The telephone call fee is based on the price list of the operator whose services the Participant uses

#### **§ 4**

#### **Complaint procedure**

1. The Participant has the right to file a complaint regarding the conduct of the Program.

2. The Participant may submit a complaint in particular in the form of an e-mail sent to: contact.pl@iqos.com or by contacting the Hotline at 801 801 501 or (+48) 22 455 14 04, cost at the operator's rate. In order to expedite the processing of the complaint, the Organizer recommends that the complaint application include a brief description of the reasons justifying the complaint, the contact information of the Participant submitting the complaint, and the note "IQOS ILUMA IN IQOS.COM STORE UNDER THE EXCHANGE PROGRAM (SEPTEMBER 2024)"
3. The complaint will be handled by the Organizer within 14 days from the Organizer's receipt of the complaint notice from the User.

## **§ 5**

### **Final provisions**

1. All matters not provided hereunder shall be governed by the provisions of Polish law, in particular the provisions of Polish Civil Code.
2. Should any provision of these Regulations prove invalid or legally ineffective, the Regulations shall remain in full force and effect with regard to the remaining provisions.
3. By joining the Program, the Program Participants agree to adhere to these Regulations.

ORGANIZER: Philip Morris Polska Distribution Sp. z o.o.  
Aleja Jana Pawła II 196  
31-982 Kraków