

GENERAL RULES FOR PUBLISHING ADVERTISEMENTS IN GAZETA.PL



General rules for publishing advertisements in Gazeta.pl

I. DECLARATION OF THE PUBLISHER

Gazeta.pl – the owner of the Gazeta.pl web portal and websites being a part of the Gazeta.pl Group. Our customers are provided with top quality services, reliability, professional assistance and expert advice. We have been extending the scope of our services and improving their standard to meet the needs of our clients. Similarly to an order or to an agreement, these General Rules are essential to shape our mutual relations. The legal formalism hereof has been limited to minimum in order to underline that the essence of our relations consists first and foremost in the top quality of services we provide to you. We would like to assure you that your satisfaction, expectations and needs are of paramount importance for us. All arrangements and rules pertaining to services consisting in placing advertisements shall be interpreted in accordance with the above declaration.

II. DEFINITIONS

The below expressions used in the General Rules shall have the following meaning:

General Rules – these “General Rules for placing advertisements in the Gazeta.pl web portal”;

Gazeta.pl – Gazeta.pl sp. z o.o. with its registered seat in Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under the KRS number: 0001052932, NIP 5214032201, share capital PLN 2 000 000 PLN;

Advertiser – a natural person, a legal person or an organizational unit with no legal personality ordering an Advertisement to be published; under these General Rules the expression “Advertiser” shall not include a consumer, i.e. a natural person performing a legal action that is not directly connected with his/her business or professional activity – these General Rules shall not apply to consumers;

Advertisement – a web advertisement measure intended to be published in the Web Portal and described in detail in the “Technical Specification of Advertisements in the Gazeta.pl Web Portal” that is available on Web Portal pages as well as other measures having the form agreed between Gazeta.pl and the Advertiser;

Web Portal – the Gazeta.pl web portal run by Gazeta.pl, currently available at the following URL address: www.gazeta.pl and at any address that supplements or extends the said address, and at any other address that may replace the said address, as well as other websites owned by Gazeta.pl and other applications from the Gazeta.pl Group; these General Rules shall not apply to advertisements published on websites and in applications from the Wyborcza.pl Group;

GDPR - Regulation of the European Parliament and of the Council 2016/679 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.

III. EXECUTION CONDITIONS

§ 1.

1. Your advertisement shall be published under an order you have placed. The service shall be performed according to the General Rules and according to applicable legal regulations. The order shall specify how many times your Advertisement shall be published, the duration of the campaign, the location, and additional conditions if any.

2. An order placed by the Advertiser to publish the Advertisements under the conditions agreed with Gazeta.pl shall mean entering into an agreement regarding its execution by Gazeta.pl; irrespective of the foregoing you shall be entitled to fully or partially cancel the publication under the following conditions:

a) cancellation of the order shall not result in any financial consequences if the order is cancelled at least 14 business days before the agreed date of publication of the Advertisement,

b) if cancellation of the order is submitted to Gazeta.pl after the deadline referred to in section 2a of this article, but no later than 4 days before the agreed date of publication of the Advertisement, Gazeta.pl shall be entitled to charge you with a fee of 25% of the order value,

c) if cancellation of the order is submitted to Gazeta.pl later than 4 days before the agreed date of publication of the Advertisement but before the start of execution of the order, Gazeta.pl shall be entitled to charge you with a fee of 50% of the order value,

d) if cancellation of the order is submitted to Gazeta.pl after the start of execution of the order, Gazeta.pl shall be entitled to charge you with a fee of 80% of the order value, however if cancellation of the order is submitted to Gazeta.pl after execution of 80% of the service, Gazeta.pl shall be entitled to charge you with a full agreed remuneration.

Full or partial cancellation of the order must be submitted in writing or by e-mail within the deadlines referred to above under pain of invalidity. Should the Advertiser fail to submit a notice regarding cancellation of the Advertisement, the Advertiser shall be obligated to pay full remuneration agreed to Gazeta.pl.

3. Execution of an order:

a) during the campaign and throughout 60 days after its termination we shall be providing you with an access to a www page containing statistics regarding the number of publications completed and the number of clicks on your Advertisement (if your Advertisement is clickable),

b) if, due to objective reasons, the campaign has not been fully performed within the timeframe agreed, the timeframe shall be extended accordingly or you shall become entitled to use the remaining number of publications in your next order.

4. Should you decide to make any changes to your order or to your material, please submit such changes in writing (by e-mail or by fax) and specify in what such changes shall consist. We shall implement your changes as soon as possible but not later than within 48 hours on business days. Should it prove impossible, we shall notify you thereof without delay and shall inform you about the final deadline for our answer.

§ 2.

The order must be submitted to Gazeta.pl not later than 3 business days before the planned day of the first publication of the Advertisement.

§ 3.

1. You should submit the publication-ready advertising materials to Gazeta.pl not later than 2 days before the planned date of the first publication of the Advertisement.

2. The materials necessary for preparation of the Advertisement by Gazeta.pl should be submitted to Gazeta.pl at least 5 days before the planned date of the first publication of the Advertisement.

§ 4.

Technical parameters of the publication-ready material are specified in Appendix No. 1 to these General Rules – “Technical Specification of Advertisements in the Gazeta.pl Web Portal”.

§ 5.

1. Failure to meet the deadline for submission of the order as well as any other formal breaches of the order shall release Gazeta.pl from the obligation to execute the order and from potential liability that might arise in connection therewith.

2. Failure to submit publication-ready advertising materials within the deadline referred to in item III § 3 shall be interpreted as cancellation of the order triggering the consequences specified in item III § 1 section 2. If, due to the circumstances described in the above sections of this article (untimely submission of advertising materials), the date of launching the campaign is postponed with the consent of Gazeta.pl, Gazeta.pl shall not be liable for damages arising from failure to execute the order and shall not be obligated to return the money paid for that part of the order which has not been executed.

IV. PAYMENTS

The publication of the Advertisement may be paid for:

- a) after the publication, based on an invoice issued to you and payable in arrears within 14 days as from the day on which the invoice is issued,
- b) within any other deadline agreed upon with Gazeta.pl.

V. GENERAL PROVISIONS

§ 1.

1. The Advertiser is responsible for the content of the advertisements commissioned for publication.

2. The Advertiser shall ensure that the Advertiser is entitled to use any and all information, data, trade marks and any other legally protected elements the Advertiser uses in its Advertisements. By placing an order you declare that you have met the above obligation and that the Advertisement ordered does not violate the rules of law (including, but not limited to, does not violate prohibition to advertise e.g. games of chance, alcoholic drinks, tobacco products, does not constitute an act of unfair

competition or unfair market practice) or is not contrary to accepted principles of morality, and that placing the order does not breach the regulations concerning public tenders.

3. You shall be obligated to remedy all damage caused to Gazeta.pl in connection with the content or the form of your Advertisement (including the costs of trials or other legal proceedings as well as other reasonable expenses incurred in connection with third-party claims).

4. Your decision on having your Advertisement placed on the Web Portal pages means that you allow Gazeta.pl to provide a research agency with the data on the ordered advertising campaign for statistical purposes connected with research of the size of the market for online advertising and you allow the research agency to use such data for the purposes referred to above, and that you declare that you are duly authorized to allow for the actions referred to in this section. The provisions of this section shall not apply to data regarding the amount of remuneration you are obligated to pay.

§ 2.

1. Without incurring any liability whatsoever connected with the foregoing, Gazeta.pl shall be entitled:

a) to refuse to publish the Advertisement or to withhold publication of the Advertisement, or to demand to make changes to it if:

- the content or the form of the Advertisement are contrary to the rules of law, accepted principles of morality, policy of the Web Portal or nature of the publication, or other standards binding upon Gazeta.pl, or

- a third party, a competent authority or institution established to ensure the rules of law or other standards are followed have raised objections with respect to your Advertisement,

b) to refuse to publish the Advertisement or to withhold publication of the Advertisement if we do not receive or receive with delay payments for publishing previous Advertisements.

2. Phone calls regarding placement or execution of orders are recorded.

§ 3.

1. Subject to section 2 below, the Advertiser, the entities acting for the Advertiser or the entities for which the Advertiser is acting are not allowed to use any systems, scripts or codes gathering information on Web Portal users, their behaviors with respect to the Advertisements or with respect to the content published on Web Portal pages, as well as information concerning websites visited by the users (including in particular information on the content of websites or information facilitating their classification). In particular, no scripts tracking users' interactions are allowed. Furthermore, the Advertisements may not contain any solutions allowing to modify or real cookie files. It is also forbidden to use the information referred to in preceding sentences in a way and for purposes going beyond the needs resulting from execution of the order pertaining to a given advertising campaign within the scope of which the information has been gathered.

2. The Advertiser may ask for Gazeta.pl's approval to use the scripts and codes referred to in section 1 of this article during the Advertiser's advertising campaign. The Advertiser shall ensure that the data acquired in connection with performance of the advertising campaign on Web Portal pages shall be used only within the scope of the approval granted and that such data shall not be used for any purposes other than those for which such data was acquired, in particular for illegal purposes.

3. Irrespective of the Gazeta.pl's approval referred to in section 2 of this article, the Advertiser, acting as the controller of acquired personal data independent from Gazeta.pl, shall, within its own capacity, ensure that acquisition of information referred to in section 1 of this article and the use of such information complies with applicable law. Within its own capacity and at its own risk, the Advertiser shall ensure that acquisition of information and the use of such information complies with regulations regarding personal data protection, namely GDPR, and with regulations pertaining to protection of privacy. The Advertiser may ask Gazeta.pl if Gazeta.pl has at its disposal any solutions that might help the Advertiser in fulfillment of some of the obligation required under rules of law. If Gazeta.pl has such solutions at its disposal, Gazeta.pl and the Advertiser may agree upon the rules of use of such solutions for the benefit of the Advertiser.

4. Any breach of restrictions and obligations referred to in this article shall be interpreted as an Advertiser's material breach of the agreement (including the agreement concluded under the order) binding on Gazeta.pl and the Advertiser.

§ 4.

By entering into an agreement (including by placing and accepting the order), the Advertiser shall allow Gazeta.pl to use, free of charge, advertising materials covered by the agreement (including trademarks and name) for archiving purposes and for promotion of Gazeta.pl's websites or Gazeta.pl's advertising services, including in particular to copy such advertising materials with any reprographic or digital technique, to commercialize them, to publicly perform them, display them, broadcast them, and to make them publicly available for anyone at any place and at any time they see fit.

VI. COMPLAINTS

1. Should you have any objections concerning the quality of execution of the order, please do not hesitate to contact our sales representative (by e-mail, phone or fax) who accepted your order. Your complaint shall be handled and you shall receive our answer regarding the matter within 24 hours on business days. Should it prove impossible, we shall notify you thereof without delay and shall inform you about the final deadline for our answer.

2. Your complaint should be filed on the first day of contested publication, which shall allow us to include any modification in subsequent publications of the Advertisement.

3. The complaints regarding the number of advertising forms published and the way of their publication ought to be filed within 7 days as from the date of the scheduled termination of the publication of a given campaign or a part thereof specified in the order. After the lapse of the said deadline we shall not handle your complaints and we shall state that the campaign, within a specific scope, has been successfully completed and has met the conditions included in the order or in the agreement concluded.

4. An indemnity for any damage caused by Gazeta.pl shall not exceed the value of the remuneration due for publication of the advertising campaign as per the order.

VII. Personal data processing rules

The following information concerns the processing of personal data in connection with offering and providing advertising services by Gazeta.pl, including personal data provided by the advertiser in connection with the conclusion of the agreement, also through placing an order for the publication of an advertisement on the Portal (including websites and applications within the Gazeta.pl Group).

1. Information about the processing of personal data

2. The controller of personal data is Gazeta.pl sp. z o.o. with its registered office in Warsaw, at Czerska 8/10, 00-732 Warsaw, Poland ("Controller").

3. You can contact the Controller by sending a message to the email address biuroreklamy@grupagazeta.pl, as well as in writing to the Controller's address.

4. The Controller has appointed a Data Protection Officer, who can be contacted at the email address iod@grupagazeta.pl or in writing at the Controller's address.

5. Personal data will be processed for the following purposes:

a) to perform the agreement - the legal basis for processing is the necessity of processing to perform the agreement of which the data subject is a party (Article 6(1)(b) of the GDPR);

b) to fulfill the legal obligation to which the Controller is subject including in particular accountancy and tax regulations - the legal basis for processing is Article 6(1)(c) of the GDPR;

c) to establish, assert or defend against claims - the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in asserting and protecting its rights;

d) to conduct direct marketing of the Controller's products and services – the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in enabling the Controller to conduct direct marketing of its own products and services.

6. Personal data will be transferred to entities providing services necessary for the performance of the agreement on behalf of the Controller, such as IT, accounting, or legal services, as well as to entities authorized under the law.

7. The personal data of the data subject will be processed for the period necessary to perform the agreement. The processing period may be extended each time by the statute of limitations period if the processing of personal data is necessary for the assertion or defense against any claims by the Controller. After this period, personal data will be processed only to the extent and for the period required by law, in particular accounting regulations. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

8. The data subject has the right to access their personal data, request correction, deletion, restriction of processing, and the right to data portability.

9. The data subject has the right to object to the processing of personal data based on the legitimate interest:

a) for direct marketing purposes;

b) for purposes other than direct marketing, for reasons related to the particular situation of the data subject.

10. The data subject also has the right to lodge a complaint with the supervisory authority responsible for data protection if they believe that the processing of their personal data violates the GDPR.

11. Providing data is required by the Controller to perform the agreement, and failure to provide them will result in the inability to conclude and execute it.

12. Gazeta.pl and the Advertiser are obligated to provide their representatives and employees (regardless of the legal basis of employment) whose personal data will be disclosed to the other Party of the order as data controllers in connection with the submission and execution of the order (including contact persons), known to the Party providing the information as specified in Article 14 of the GDPR.

13. Information about the processing of personal data: representatives of the contracting parties and contact persons.

14. The controller of personal data is Gazeta.pl sp. z o.o. with its registered office in Warsaw, at Czerska 8/10, 00-732 Warsaw, Poland ("Controller").

15. You can contact the Controller by sending a message to the email address biuroreklamy@grupagazeta.pl, as well as in writing to the Controller's address.

16. The Controller has appointed a Data Protection Officer, who can be contacted at the email address iod@grupagazeta.pl or in writing at the Controller's address.

17. Personal data of individuals representing the contracting party will be processed for the following purposes:

a) to perform the agreement - the legal basis for processing is the necessity of processing to perform the agreement of which the data subject is a party (Article 6(1)(b) of the GDPR);

b) to fulfill the legal obligation to which the Controller is subject including in particular accountancy and tax regulations - the legal basis for processing is Article 6(1)(c) of the GDPR;

c) to establish, assert, or defend against claims - the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in asserting and protecting its rights;

d) to conduct direct marketing of the Controller's products and services – the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in enabling the Controller to conduct direct marketing of its own products and services.

18. Personal data of individuals designated for contact purposes will be processed for the following purposes:

a) conducting correspondence and making arrangements related to the concluded the agreement - the legal basis for processing is the legitimate interest of the Controller

and the employing entity (Article 6(1)(f) of the GDPR); the legitimate interest consists in enabling efficient ongoing performance of the agreement;

b) establishing, asserting, or defending against claims - the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest consists in enabling the Controller to assert or defend against claims;

c) conducting direct marketing of the Controller's products and services – the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest consists in enabling the Controller to conduct direct marketing of its own products and services.

19. Personal data will be transferred to entities providing services necessary for the performance of the agreement on behalf of the Controller, such as IT, accounting, or legal services, as well as to entities authorized under the law.

20. Personal data will be processed for the period necessary to perform the agreement. The processing period may be extended each time by the statute of limitations period if the processing of personal data is necessary for the assertion or defense against any claims by the Controller. After this period, personal data will be processed only to the extent and for the period required by law, in particular accounting regulations. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

21. The data subject has the right to access their personal data, request correction, deletion, restriction of processing, and the right to data portability.

22. The data subject has the right to object to the processing of personal data based on the legitimate interest:

a) for direct marketing purposes;

b) for purposes other than direct marketing, for reasons related to the particular situation of the data subject.

23. The data subject also has the right to lodge a complaint with the supervisory authority responsible for data protection if they believe that the processing of their personal data violates the GDPR.

24. Providing data is necessary for:

a) concluding and performing the agreement (representative of the contracting party). Failure to provide data will result in the inability to execute the agreement;

b) efficient performance of the agreement by the Controller (contact person). Failure to provide data will result in difficulties in its execution.

VIII. FINAL PROVISIONS

1. These General Rules shall apply to concluding agreements with consumers, i.e. natural persons performing a legal action that is not directly connected with their business or professional activity. Persons being consumers are asked to contact the Sales Department of the Gazeta.pl Web Portal in order to enter into an individual agreement for advertising services.

2. These General Rules and all appendices thereto shall be valid as of April 1, 2024.

3. Appendix No. 1 "Technical Specification of advertising products of the Gazeta.pl web portal" is available at the following address: <http://reklama.gazeta.pl/specyfikacja>