

OFFICIAL RULES OF THE PROMOTIONAL CAMPAIGN
PROFIT IN HEN SIR
Promotional campaign for Dergall distributors
Campaign timeframe: 1st March 2022 – 31st May 2022

SECTION 1. ORGANIZER AND OFFICIAL CAMPAIGN RULES

- 1.1 These Official Rules of the Promotional Campaign “PROFIT IN HEN SIR” (hereinafter referred to as the "**Campaign**") regulate the terms and conditions, scope and rights of participants in the Campaign, as well as the complaint procedure for the Campaign.
- 1.2 The Campaign is organized and developed ICB Pharma Tomasz Świętosławski, Paweł Świętosławski Spółka jawna with its registered seat at Moździerzowców Street 6A, Jaworzno (43-602), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice – Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000150038, NIP: 6321797732, REGON: 276916802, (hereinafter referred “Organizer”).
- 1.3 The campaign will run according to the provisions of these Official Rules, which the participants will have the obligation to comply within the Campaign (hereinafter referred to as the “Official Rules”).

SECTION 2. LEGAL BASIS

- 2.1 The Campaign is conducted as a public promise within the meaning of Article 919 of the Civil Code. The Campaign will be carried out in accordance with the provisions of this Official Rules. Through participation in this Campaign, the participants agree to respect and comply with all the provisions, terms, and conditions of this Official Rules.
- 2.2 The Campaign is intended to launch in order to honor the Organizer’s cooperation with distributors achieved so far, as well as to encourage further purchases and cooperation with the Organizer, including through the promotion of products included in the Campaign.
- 2.3 The Campaign is conducted through a supplier cooperating with the Organizer - Spray Team Italy (hereinafter the “Supplier”).
- 2.4 In matters not regulated by these Official Rules, the provisions of the Civil Code shall apply.

SECTION 3. PLACE OF THE CAMPAIGN AND PERIOD OF THE CAMPAIGN

- 3.1 The Campaign is organized in a limited time frame and takes place throughout European Union, between 1.03.2022 (time 13:00:01, Poland wintertime) – 31.05.2022 (23:59:59, Poland summertime) (hereinafter referred to as “Campaign Period”), while stock lasts.

SECTION 4. RIGHT TO PARTICIPATE

- 4.1 The Campaign is addressed to all Dergall distributors from European Union, under direct contractual relationship with the Organizer, having in force a supply agreement and non-disclosure agreement, both valid under applicable law and approved by the Organizer (called hereinafter individually "Participant" and collectively "Participants").
- 4.2 Distributors that do not have in force non-disclosure agreement and supply agreement both valid under applicable law and approved by the Organizer are not entitled to participate in this Campaign.
- 4.3 Employees and representatives of the Organizer or the Supplier, as well as their family members are not entitled to participate in the Campaign. The family members referred to above shall be understood as: ascendants, descendants, siblings, spouses, parents of spouses and persons in an adoption relationship.
- 4.4 Deliveries are not carried out on Italian territory, which does not exclude the participation of Italian distributors in the Campaign in accordance with the principles of the free movement of goods and services within the European Union. However, in said event, the Equipment can only be collected at Participants' own expense, in the warehouses of the authorized suppliers indicated by the Organizer.

SECTION 5. PROMOTIONAL CAMPAIGN BENEFITS

- 5.1 The subject of the Campaign is the granting of a bonus by the Organizer to the Participant in the form of an entitlement to purchase 1 (one) professional spraying equipment Dolly 200 Poultry Farming manufactured by Spray Team Italy (further called "Equipment") for each full pallet of Dergall 1L at a price of EUR 1 net per Equipment, during the period of the Campaign, on the conditions set forth in these Official Rules.
- 5.2 The invoiced value of the Equipment will be 1 EUR net. This invoice will be paid to Organizer through a bank transfer within 14 days of receiving the invoice.
- 5.3 The beneficiaries of this Campaign do not have the right to request the change of the Equipment for its cash value or other tradable goods.
- 5.4 During this campaign distributors are not limited to a single participation and they can obtain an equal amount of Equipment to the number of pallets ordered within the timeframe of the Campaign.
- 5.5 Campaign participants are not charged any additional direct or indirect costs, except for the normal expenses of purchase of 1 pallet of Dergall according to the existing supply agreement.

SECTION 6. CAMPAIGN MECHANISM

- 6.1. For valid participation and registration in the Campaign and to have the chance to obtain one of the Equipment awarded by the Organizer within this Campaign, the Participants must respect the following mechanism:
 - a) The Participant needs to meet the requirements described in section 4;
 - b) The Participant is an active taxpayer for EU value added tax purposes and is using the EU VAT number from the country to which the Equipment is being transported;
 - c) The Participant needs to place an order for at least 1 (one) full pallet of Dergall 1L according to the provisions of the existing supply agreement;
 - d) The Participant is required to pay in full for the entire order;
 - e) The purchase order must be placed within the timeframe of the Campaign;
 - f) Confirm in written form through an email that he has read, understood, and accepts the Campaign terms and conditions;
 - g) The Equipment obtained during this Campaign cannot be exported to a territory different than the one described in the supply agreement.
- 6.2. The Participant shall not be entitled to participate in the Campaign if he/she fails to meet all the conditions for participation set out in these Official Rules, or if he/she withdraws from or terminates the agreement to purchase a full pallet of Dergall 1L.
- 6.3. The Participant undertakes that the Equipment obtained during this Campaign will not be resold commercially (i.e. at a price corresponding to the value of the Equipment), however the Participant may organize his own promotional campaign, the object of which will be the acquisition of the Equipment by his clients (at a price corresponding indicated in Section 5.1.).

SECTION 7. RECEIVING THE EQUIPMENT

- 7.1 As a rule, the ownership transfer of the Equipment will take place within a maximum of 30 working days from the completion of construction of the Equipment but not more than 180 days from complete payment of the invoice that qualifies for participation in the current Campaign, however the Organizer reserves the right to extend the above deadlines due to unforeseen circumstances.
- 7.2 The Supplier shall manufacture and deliver the Equipment to the delivery address specified by the Participant within the European Union (with the exceptions provided for in these Official Rules).
- 7.3 The Equipment will be delivered to the delivery address of the full pallet of Dergall 1L. The Participant may specify a different delivery address for the Equipment (than the delivery address for the full pallet of Dergall 1L), of which he must inform the Organizer at the latest when placing the order for the full pallet of Dergall 1L, although the different delivery address must be within the same country as the delivery of the full pallet of Dergall 1L.
- 7.4 The Organizer may give consent in individual cases for the Equipment to be delivered directly to the Participant's customer who participated in the promotion referred to in Section 6.3, although the delivery address must be within the same country as the delivery of the full pallet of Dergall 1L.. However, the aforementioned clause does not imply any legal relationship between the Participant's customer and the Organizer but constitutes only the indication of the place of delivery.

- 7.5 The Participants are obliged to collect the Equipment at the designated collection point and on the date indicated by the Supplier. Failure to collect the Equipment on the date indicated by the Supplier may result in the Equipment being returned or the Participant being charged with additional costs connected with the second attempt at delivery or with the costs of storing the Equipment until delivery.

SECTION 8. COMPLAINT PROCEDURE

- 8.1 Each Participant shall be entitled to lodge a written complaint.
- 8.2 The complaint shall contain accurate personal data of the complainant (name or surname, seat, exact address with a postal code of the complainant), date, reason for complaint, the content of the claim of the complainant and a description of circumstances justifying the complaint.
- 8.3 Complaints regarding the invoices or other Organizer's obligations should be sent in writing by mail to the address of the Organizer:
ICB Pharma
10 Lema Street, 43-600 Jaworzno, Poland
Email: animal.health@icbpharma.com
The complaint regarding the invoices or other Organizer's obligations shall be notified of the decision by registered letter sent at the latest within 21 days of receipt of the complaint by the Organizer.
- 8.4 The Organizer does not provide a warranty for the Equipment, however the warranty may be provided by the Supplier. The Organizer's warranty (for defects) resulting from the Civil Code for the Equipment is excluded. All complaints, remarks and claims relating to the Equipment (e.g. quality of Equipment, possible defects or shortages) or relating to the delivery service should be addressed directly to the Supplier, who is liable for the Equipment and delivery to the address of the Supplier.

SECTION 9. FINAL PROVISIONS

- 9.1 The provisions of these Official Rules only apply to the participation in the Campaign and do not replace the provisions of individual non-disclosure agreements and distribution agreements (as referred to above). In the event of any discrepancy, the provisions of the distribution agreement shall be binding.
- 9.2 For deliveries of products ordered under this Campaign (other than Equipment) the distribution agreements between Organizer and Participant shall apply.
- 9.3 The Organizer shall have the right to terminate the Campaign before the end of its period of validity. All orders benefiting from the Campaign placed by the end date of the Campaign shall be fulfilled, unless stocks run out. The Organizer shall inform the Participants about the termination of the Campaign by posting an announcement on the website at www.dergall.com in the Campaign section <https://www.dergall.com/promo>.
- 9.4 The provisions of these Official Rules shall be governed by Polish law, including in particular the relevant provisions of the Civil Code.
- 9.5 The Official Rules of the Campaign are written and will be made public according to the applicable legislation, being available free of charge to any applicant, in any of the following ways: - accessing the site www.dergall.com in the Campaign section <https://www.dergall.com/promo> (also accessible from mobile or tablet) or – by a written request sent to the attention of the Organizer, at its headquarters in Lema Street 10, Jaworzno Poland, for the entire duration of the Campaign.
- 9.6 According to the Organizer's decision, the Campaign can be publicized to inform the public, including by means of advertising materials and / or with an informative role. The information that such materials contain will be interpreted in accordance with the provisions of this Official Rules. The prizes presented in the images used on the promotional materials of the Campaign are for presentation purposes only.
- 9.7 The Organizer reserves the right to amend and / or supplement these Official Regulations, including the right to suspend, cease, interrupt and / or extend the Campaign timeframe, during the Campaign, at any time, by writing additional documents, following that such changes will come into effect after informing the public of the changes, at least 24 hours before they become applicable. Any additional document will be published on: - www.dergall.com, in the section dedicated to the Campaign <https://www.dergall.com/promo> also available on phone or tablet.