

DISCOUNT PROGRAMME TERMS AND CONDITIONS - 20% OFF for all EMKY bicycles

The subject of the terms and conditions of this Discount Programme, hereinafter referred to as "the Terms and Conditions", defines the conditions and sales rules based on which the Discount Programme:

"20% OFF for all EMKY bicycles", hereinafter referred to as "the Discount Programme", is held.

1.0. GENERAL PROVISIONS

1.1. The Terms and Conditions determine the principles and rules of using the Discount within which the Customers will be entitled to certain benefits during shopping in www.emky.pl Online Shop.

1.2. The Organiser of "20% OFF for all EMKY bicycles" Discount Programme is M-tec Company, Mikołaj Dudanowicz, NIP 5242806347, with its registered office in Warsaw, e-mail: office@emky.pl, ul. Henrykowska 30, 03-079, hereinafter referred to as the Organiser.

1.3. The discount offer shall be valid from 2019-05-23 to 2019-06-30, until 23:59:00.

1.4. The Discount Programme covers the products indicated in these terms and conditions as the ones to which the rules of the Discount Programme apply.

1.5. The Discount Programme location is the Online Shop, working under the Internet address: www.emky.pl.

1.6. The Participant is entitled to take part in the Discount Programme multiple times in its validity period provided that the conditions determined in point 2.0 of the Terms and Conditions are fulfilled every time.

1.7. Participating in the Discount Programme is voluntary.

1.8. The Organiser undertakes to maintain full confidentiality and to protect the personal data of the Discount Programme Participants pursuant to the Data Protection Act of 10th May 2018, the Act on Electronic Services of 18th July 2002, and the General Data Protection Regulation (GDPR).

2.0. CONDITIONS OF PARTICIPATION IN THE DISCOUNT PROGRAMME

2.1. The following persons can participate in the Discount Programme provided for in the Terms and Conditions: a natural person aged 18 or under 18 (with the consent of statutory representatives), a legal entity or an organisational unit without legal personality, hereinafter referred to as "the Participants", who make a purchase of an EMKY bicycle in the Online Shop, from one of the models referred to in point 2.4. of these Terms and Conditions, within the validity period of the Discount Programme.

2.2. Each Participant of the Discount Programme who meets the conditions referred to in point 2.1. is entitled to receive a discount of 20% off the regular gross retail price shown in the Online Shop.

2.3. The Participant has an opportunity to benefit from the Discount Programme only in the Online Shop available at the Internet address: www.emky.pl.

2.4. The Discount Programme covers EMKY bicycles available in www.emky.pl Online Shop.

2.4.1. EMKY victor SUPREME

2.4.2. EMKY victor STARK

2.4.3. EMKY victor ARCHO

2.4.4. EMKY victor MOSSO

2.4.5. EMKY victor PRIME

2.4.6. EMKY victor NOBLE

2.4.7. EMKY talisman SUPREME

2.4.8. EMKY talisman STARK

2.4.9. EMKY talisman ARCHO

2.4.10. EMKY talisman MOSSO

- 2.4.11.** EMKY talisman PRIME
- 2.4.12.** EMKY talisman NOBLE
- 2.4.13.** EMKY Black Diamond SUPREME
- 2.4.14.** EMKY Black Diamond STARK
- 2.4.15.** EMKY Black Diamond ARCHO
- 2.4.16.** EMKY Black Diamond MOSSO
- 2.4.17.** EMKY Black Diamond PRIME
- 2.4.18.** EMKY Black Diamond NOBLE

2.5. The Discount Programme does not cover transport service and does not add to other discounts offered in www.emky.pl Shop.

2.6. The discount given in the Discount Programme cannot be exchanged for cash or its equivalent.

2.7. To benefit from "20% OFF for all EMKY bicycles" Discount Programme, you should familiarize yourself and accept the Terms and Conditions of "20% OFF for all EMKY bicycles" Discount Programme as well as www.emky.pl Shop Regulations. It is possible for the User to accept both these documents by using an electronic purchase service available in the Online Shop, including filling out the form concerning the order terms and conditions. Using the Discount Programme at the moment of placing the order is equivalent to accepting these rules. The User thus declares that he/she has familiarized himself/herself with the content of the Terms and Conditions of the Discount Programme and that he/she gives the consent to process his/her personal data for the User's order to be completed within the Discount Programme.

2.8. It is the responsibility of the User of the Discount Programme to obey the provisions of the Discount Programme Terms and Conditions and of the Shop Regulations.

3.0. FINAL PROVISIONS

3.1. These Terms and Conditions constitute an only document which determines the conditions and rules of "20% OFF for all EMKY bicycles" Discount Programme in www.emky.pl Shop. Advertising and promotional materials do not constitute an offer, but rather an invitation to conclude a contract and are only of informative nature. The provisions of the Terms and Conditions only are legally binding.

3.2. These Terms and Conditions are shared free of charge via www.emky.pl website.

3.3. The provisions of these Terms and Conditions do not infringe or limit the right to lodge a complaint within a guarantee or warranty, as well as they do not limit the right to withdraw from the sales contract, concluded via the Online Shop, or any other legal regulations in force.

3.4. To all matters not settled herein, the provisions of the Shop Regulations, available at <https://emky.pl/regulamin-sklepu/>, generally applicable provisions of Polish law, in particular of the Civil Code, the Act on Electronic Services of 18th July 2002 (Journal of Laws [Dz.U.] 2002 No. 144, item 1204 as amended) shall apply; in case of sales contracts concluded with the Customers being consumers - the provisions of the Act on Consumer Rights of 30th May 2014 (Journal of Laws [Dz.U.] 2014 item 827 as amended) and other relevant provisions of generally applicable law shall apply.

3.5. Each Participant has a right to lodge a complaint in case of any non-compliance of the Discount Programme with the Terms and Conditions. All complaints should be sent mainly via e-mail to: office@emky.pl. The lodged complaints shall be processed within 14 days from the date of receiving them by the Discount Programme Organiser. To facilitate and accelerate the complaint processing, please attach a description justifying the reason of complaint.

3.6. The procedures of the complaint proceedings conducted by the Organiser do not limit the Discount User's entitlements in any way, granted under generally applicable law, such as judicial redress.

3.7. Any dispute arising from the provisions of these Terms and Conditions shall be settled by a competent common court.

3.8. The Organiser reserves the right to modify the Terms and Conditions due to important reasons, such as:

- 3.8.1.** changing the dates of the duration of the Discount Programme;

3.8.2. changing the provisions regulating the rules and procedures of the Discount Programme, which affects mutual rights and responsibilities of the Organiser and the Discount Programme Participant;

3.8.3. changing the procedure of the Discount due to technological or technical reasons.

3.9. In case of a change to the Terms and Conditions, the Organiser shall make available the consolidated text of the Terms and Conditions by publishing it in the Online Shop. The change implemented in the Terms and Conditions shall not affect the orders placed within the Discount Programme before the implementation.

The Terms and Conditions shall enter into force on 23.05.2019

Warsaw, 23 May 2019