

Rules of the Sports Challenge "Ride with Pekabex 2024"

§ 1

Definitions

Activity – a chosen sports discipline related to cycling, which allows tracking of achieved progress using the Strava Application, e.g., road cycling, mountain biking, etc.

Strava Application – an application to be installed on mobile phones or other electronic devices, used for recording traveled distance and elevation gain through satellite navigation and their registration for the purpose of the Challenge. The Organizer informs that the Strava Application also has a paid version, but for participation in the "Ride with Pekabex 2024" Challenge, the free version is sufficient. Additionally, each Participant can use other applic

Team – a Club or group of Clubs collaborating to achieve a common result within the Challenge. There are three Teams:

- **Team 1:** Ride with Pekabex 2024 GD,
- **Team 2:** Ride with Pekabex 2024 FTO + Ride with Pekabex 2024 WA,
- **Team 3:** Ride with Pekabex 2024 BB + Ride with Pekabex 2024 PO.

Stage – a time period covering one or two weeks, at the end of which the distances traveled and elevation gains are summarized, and points are awarded to the Teams participating in the Challenge. There are seven Stages:

- I (W23 2024),
- II (W24-W25 2024),
- III (W26-W27 2024),
- IV (W28-W29 2024),
- V (W30-W31 2024),
- VI (W32-W33 2024),
- VII (W34-W35 2024).

Pekabex Group – entities belonging to the same capital group (as defined by the Accounting Act of 29 September 1994), to which the Organizer belongs.

Club – a group of Participants created in the Strava Application, belonging to one Division (i.e., performing permanent work or activities there based on an agreement other than an employment contract), gathering distances and elevation gains traveled by its Participants. There are five Clubs:

- **Ride with Pekabex 2024 BB** – a group of Participants from the Pekabex BB Division (<https://www.strava.com/clubs/kzp2024bb>),
- **Ride with Pekabex 2024 GD** – a group of Participants from the Pekabex GD Division (<https://www.strava.com/clubs/kzp2024gd>),
- **Ride with Pekabex 2024 FTO** – a group of Participants from the Pekabex FTO Division (<https://www.strava.com/clubs/kzp2024fto>),
- **Ride with Pekabex 2024 PO** – a group of Participants from the Pekabex PO Division (<https://www.strava.com/clubs/kzp2024po>),
- **Ride with Pekabex 2024 WA** – a group of Participants from the Pekabex WA Division (<https://www.strava.com/clubs/kzp2024wa>).

Prize – an item that the Organizer agrees to hand over to a specific individual or Team.

Division – one of the production plants of the Pekabex Group, according to the following list:

- Pekabex BB – production plant located in Bielsko-Biała,
- Pekabex GD – both production plants located in Gdańsk,
- Pekabex FTO – production plant located in Marktzeuln,
- Pekabex PO – production plant located in Poznań,
- Pekabex WA – production plant located in Mszczonów.

Organizer – Pekabex Bet S.A. with its registered office in Poznań, Szarych Szeregów 27, 60-462 Poznań, entered into the register of entrepreneurs maintained by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000343297, NIP: 7811846303, REGON 301314381, BDO 000016759, with a share capital of PLN 3,000,000.00, fully paid.

Regulations – this document specifying the assumptions and rules for implementing the Challenge.

Participant – an employee or associate (i.e., a natural person performing activities based on a contract of mandate, contract for specific work, or cooperation agreement as part of conducting a sole proprietorship) of the entities belonging to the Pekabex Group who has read these Regulations.

Challenge – the "Ride with Pekabex 2024" sports event referred to in these Regulations.

Formula – the following equation according to which the Organizer will calculate points for active participation in the Challenge:

$$\text{number of points [pts]} = \text{kilometers traveled [km]} \times 10 \left[\frac{\text{pts}}{\text{km}} \right] + \text{elevation gain [m]} \times 1 \left[\frac{\text{pts}}{\text{m}} \right]$$

§ 2

General Provisions

1. The Organizer of the Challenge is Pekabex Bet S.A., headquartered in Poznań at Szarych Szeregów Street 27, 60-462 Poznań, entered into the register of entrepreneurs maintained by the District Court in Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the number KRS 0000343297, NIP: 7811846303, REGON 301314381, BDO 000016759, with a share capital of 3,000,000.00 PLN, fully paid.

2. Correspondence address of the Organizer:

Pekabex Bet S.A.
Marketing Department
Szarych Szeregów Street 27
60-462 Poznań
kzp@pekabex.pl

1. The current content of the Regulations is available at: www.pekabex.com or on the Organizer's intranet.
2. By joining the Challenge, the Participant confirms that they have read, accept, and undertake to comply with the provisions of the Regulations. A participant who does not comply with the Regulations may be excluded from participating in the Challenge.
3. Participation in the Challenge is voluntary and free of charge.
4. All provisions of the Regulations and issues not regulated therein are subject to Polish law. Any disputes related to the Challenge will be resolved by the common court competent for the Organizer's headquarters. The choice of law and court indicated in the preceding sentences does not infringe the consumer's rights arising from legal regulations.
5. The Challenge does not constitute a gambling game within the meaning of the Act of November 19, 2009, on gambling.
6. The Organizer may change the Regulations, but such changes may not limit the rights previously acquired by Participants in connection with participation in the Challenge. After introducing changes, the updated Regulations will be published at: www.pekabex.com or on the Organizer's intranet.

§ 3

Purpose of the Challenge

1. The purpose of the Challenge is:
 - a. To promote a healthy lifestyle among employees and collaborators of the Pekabex Group,
 - b. To motivate Pekabex Group employees to engage in physical activity,
 - c. To promote the idea of sustainable transport.

§ 4

General Rules of the Challenge

1. The Challenge begins on June 3, 2024, and ends on September 1, 2024.
2. Only individuals who are employees or collaborators (i.e., individuals performing tasks based on a contract of mandate, a contract for specific work, or a business cooperation agreement as part of a sole proprietorship) of entities belonging to the Pekabex Group during the Challenge can participate.
3. The Organizer reserves the right to verify at any time whether the Participant meets the conditions for participation in the Challenge. If the verification is negative, the Participant will be excluded from the Challenge.
4. To participate in the Challenge, the Participant must:
 - a. Create a private account in the Strava application available at:
 - i. Google Play: Strava: Run, Ride, Hike:
<https://play.google.com/store/apps/details?id=com.strava&gl=US>,
 - ii. App Store: Strava: Run, Ride, Hike
<https://apps.apple.com/pl/app/strava-run-ride-training/id426826309?l=pl>,
 - b. Join the Club in the Strava application that corresponds to the Branch where they work or regularly perform tasks as a collaborator of the Pekabex Group. (Participants not assigned to any Branch or performing tasks in each or several Branches may join any Club of their choice),
 - c. Send an email application to kzp@pekabex.pl, providing their first and last name, Strava nick, and the Branch and department where they work or regularly perform tasks as a collaborator of the Pekabex Group. This applies only to those who do not have a corporate email address in the pekabex.com domain or did not provide their first and last name in the Strava application.
5. By joining the Club, the Participant accepts the content of the Regulations.

6. By creating an account in the Strava application, the Participant agrees to the terms of service provided by its supplier (Strava Inc., based in San Francisco, USA), including the privacy policy and regulations of the Strava application. The Organizer is not responsible for the proper operation of the Strava application or for actions taken within it by the Participant.
7. Each Participant can join the Challenge only once. Participants are not allowed to join the Challenge using more than one account in the Strava application. In such cases, the Participant may be excluded from the Challenge.
8. Participants may not change their nicknames in the Strava application during the Challenge. This may result in incorrect calculation of the distances traveled and elevation gains achieved by the Participant.
9. The chosen form of Activity for the Challenge is cycling, excluding stationary bicycles.
10. Participants have the right to resign from further participation in the Challenge at any time by leaving the Challenge in the Strava application or deleting their account in the Strava application.
11. To count a Participant's Activity towards the Challenge, it must be performed personally by the Participant and recorded in the Club in the Strava application during the Challenge period. Activities performed in a given week should be recorded in the Strava application no later than the Sunday ending that week by 23:59:59. The Organizer does not guarantee that Activities recorded after this time will be included in the results and rankings.
12. Participants should configure the privacy settings of their Strava account to public for the duration of the Challenge to allow the Organizer to verify achievements. Failure to configure the settings may prevent the Organizer from verifying the Participant's achievements and result in their exclusion from the Challenge.
13. If the Participant had an existing Strava account before joining the Challenge, they may use the existing account for the Challenge, provided they meet the remaining participation conditions, including the configuration of the Strava account.
14. The Organizer will collect and update Participants' achievements in the Challenge on a weekly basis. Data updates will occur every Monday and will include Activities registered and synchronized in the Club in the Strava application by the preceding Sunday at 23:59:59.
15. Due to the Strava application's algorithm for assigning Activities to Clubs, which rejects Activities if there is concern they were not performed using a muscle-powered bicycle, possibly due to a temporary loss of satellite navigation signal and the recording of temporarily excessive speed or other atypical data, Participants are required to verify their achievements recorded in the Club and included in the Organizer's summary. Participants should promptly, but no later than within two days of the publication of the summary, report any detected irregularities to

the Organizer, including Activities not included by the Strava application in the Club or synchronized after 23:59:59 on the Sunday of the week in which they occurred. Reports made after this deadline, i.e., later than Wednesday following the publication of the summary, may not be included in the summary.

16. Team, group, and individual rankings will be created within the Challenge.
17. Rankings will summarize the number of points collected by each Participant in the respective Teams according to the Formula. The points of Participants from each Team will be summed up and listed in the team ranking.
18. After each consecutive victory of a Team its points calculated in the subsequent Stages will be reduced by a coefficient according to the following rule:
 - a. No Stage wins – coefficient 1.0 to the sum of points calculated according to the Formula,
 - b. One Stage win – coefficient 0.9 to the sum of points calculated according to the Formula,
 - c. Two Stage wins – coefficient 0.8 to the sum of points calculated according to the Formula,
 - d. Three Stage wins – coefficient 0.7 to the sum of points calculated according to the Formula,
 - e. Four Stage wins – coefficient 0.7 to the sum of points calculated according to the Formula,
 - f. Five Stage wins – coefficient 0.7 to the sum of points calculated according to the Formula,
 - g. Six Stage wins – coefficient 0.7 to the sum of points calculated according to the Formula.
19. Participants may be excluded from the Challenge if the Organizer finds that Activities recorded raise doubts about whether they were actually performed on a muscle-powered bicycle (suggesting, for example, that the route was covered by car or public transport) or if the same Activity was recorded more than once.
20. Selecting the appropriate cycling route, proper preparation, equipment, and securing the cycling Activity are the Participant's responsibility. The Organizer does not prepare cycling routes or assume responsibility for the actions or omissions of the Participant or third parties.

§ 5

Rules of the Game - King of the Hill

1. The objective of the game is to maintain the title of King of the Hill for as long as possible by winning two-week Stages (the first Stage lasts only one week).

2. In the first Stage of the competition, all Teams aim to earn as many points according to the Formula by covering the greatest distance and conquering the highest elevations.
3. The Team that accumulates the most points according to the Formula in the first Stage earns the title of King of the Hill.
4. During each subsequent Stage, the King of the Hill must defend their title, striving to earn more points than each of the other Teams, taking into account the diminishing coefficients presented in § 4 clause 18.
5. A Team wishing to dethrone the current King of the Hill must earn more points than the defending Team in a given Stage, taking into account the diminishing coefficients presented in § 4 clause 18.
6. If none of the Teams earns more points than the current King of the Hill, they retain their title (including in the event of a tie).
7. The competition is won by the Team that holds the title of King of the Hill for the greatest number of Stages. In the event of a tie, the Team that accumulates more points according to the Formula throughout the Challenge period wins.

§ 6

Prizes

1. The Organizer will award the winning Team with prizes intended for the Participants belonging to it, who have ridden a minimum of 300 km during the Challenge.
2. The prizes will be sports gadgets.
3. The Participant is not entitled to change the Prize or demand a cash equivalent.
4. If, according to Polish regulations, there is a need to pay income tax on the Prize awarded in the Challenge, the Organizer, at its discretion, may award the Participant an additional Prize in cash, in an amount corresponding to the amount of income tax due on the Prize, calculated in accordance with the provisions of Polish law. This amount is not payable to the Participant but is earmarked for the payment of the applicable tax. The Organizer will notify the Participant of the award of such additional Prize in a message about the Prize award.
5. Participants residing or being subject to taxation outside the territory of the Republic of Poland will not be awarded an additional cash Prize as mentioned above by the Organizer. Such Participant is responsible for paying the applicable tax independently. In the event of the Organizer incurring additional costs associated with such settlement, including additional tax burdens, the Participant is obliged to reimburse them to the Organizer.

§ 7

Announcement of Challenge Results

1. The Organizer will announce the results of the Challenge by publishing rankings by the Friday following the end of each Stage. Specifically:
 - a. I (W23 2024) – announcement by June 14, 2024,
 - b. II (W24-W25 2024) – announcement by June 28, 2024,
 - c. III (W26-W27 2024) – announcement by July 12, 2024,
 - d. IV (W28-W29 2024) – announcement by July 26, 2024,
 - e. V (W30-W31 2024) – announcement by August 9, 2024,
 - f. VI (W32-W33 2024) – announcement by August 23, 2024,
 - g. VII (W34-W35 2024) – announcement by September 6, 2024.
2. Within 3 days from the date of receiving a message from the Organizer about the win, the Participant is obliged to send back to the address provided by the Organizer a correctly completed statement containing the information indicated by the Organizer, necessary for the award of the Prize ("Statement"). The Organizer has the right to request additional documents or information necessary to award the Prize. Failure to provide a correctly completed Statement by the Participant is tantamount to forfeiture of the right to the Prize.
3. The Prize will be sent to the address provided by the Participant in the Statement within 90 days from the date of positive verification by the Organizer. In the event of the Participant not receiving the Prize package, they forfeit the right to the Prize.
4. The Participant who provided an address for Prize shipment outside the territory of the Republic of Poland is obliged to cover the transport costs.
5. The Organizer is not responsible for the consequences of the Participant providing incorrect or incomplete data, as well as for the operation of the telecommunications infrastructure, including the Participant's spam filters.

§ 8

Processing of Personal Data

1. The Organizer is the controller of personal data provided by Participants.
2. The contact details of the data protection officer are: iod.pbsa@pekabex.com.
3. The processing of personal data will be carried out in accordance with the principles laid down in 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").

4. Providing personal data is voluntary, but it is a necessary condition for participation in the Challenge, enabling the Organizer to organize and settle the Challenge, as well as to notify Participants of the Prize awards.
5. The personal data of Participants will be processed by the Organizer solely for the purpose of performing actions necessary for the proper conduct of the Challenge, documenting the results of the Challenge, selecting winners, announcing the results and issuing Prizes, as well as settling tax obligations related to the organization of the Challenge and the issuance of Prizes.
6. The Organizer processes the personal data of the Participant provided by them in the registration process in the Strava Application and the Challenge, i.e., name, nickname, email address, profile picture in the Strava Application, the city provided by the Participant in the Strava Application, as well as statistics of Activities registered in the Strava Application from the moment of joining the Challenge until the end of the Challenge or until the day the Participant leaves the Challenge.
7. By participating in the Challenge, the Participant consents to the use by the Organizer of the personal data provided by the Participant in the Strava Application, in particular the name, surname, profile picture, details of performed Activities, and ranking positions. The Participant agrees to the publication by the Organizer of the data referred to in the preceding sentence, as part of preparing rankings (stage and final), on the website www.pekabex.com, in the Organizer's intranet, the Organizer's social media, internal communications of the Organizer, and corporate reports.
8. In the event of the Participant's resignation from participation in the Challenge or the Participant's exclusion from participation in the Challenge, the Organizer reserves the right to publish the data referred to in the preceding paragraph in rankings prepared before the resignation or exclusion.
9. Personal data is processed based on the consent given by the Participant (legal basis under Art. 6(1)(a) of the GDPR). Furthermore, to the extent that personal data will be processed for the purpose of documenting the results of the Challenge and issuing Prizes, as well as settling tax obligations related to the organization of the Challenge and issuing Prizes, the legal basis for processing data is the performance by the Organizer of obligations arising from applicable law (legal basis under Art. 6(1)(c) of the GDPR).
10. The personal data of Participants will be processed by the Organizer only for the period necessary to conduct the Challenge, determine the final list of winners and issue Prizes, and the personal data of winners - for the period required by law for the retention of accounting documentation. Regarding processing based on consent, data is processed until consent is withdrawn or the purpose of processing for which it was collected ceases.
11. Personal data may be transferred to entities providing services to the Organizer in their processing, such as accounting firms, advisory firms, law firms, or other entities providing services to the Organizer within its business activities. Data transferred

to entities processing personal data on behalf of the Organizer is done on the basis of an agreement concluded with such entity. Data may also be disclosed to entities authorized to do so under the law.

12. Participants have the right to access their data, correct or supplement it, request its deletion or restriction of processing, withdraw consent at any time, object to the processing of data, the right to data portability, and the right to lodge a complaint with the President of the Personal Data Protection Office. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal. To exercise the aforementioned rights (except for the right to lodge a complaint with the Personal Data Protection Office), please contact the Organizer - contact details are provided in § 2(2) or via email at: iod.pbsa@pekabex.com.
13. Personal data will not be transferred by the Organizer outside the European Economic Area.
14. The Organizer will not use personal data to make decisions based on automated processing, including profiling.
15. The Organizer is not responsible for the terms and manner of use of Participants' personal data by the Strava Application and its operator.

§ 9

Complaints

1. Complaints regarding the Challenge may be submitted by Participants within 7 days from the end of the Challenge in writing to the Organizer's correspondence address or by email sent to kzp@pekabex.pl (the date of receipt of the complaint by the Organizer is decisive).
2. Complaints should indicate the data of the Participant lodging the complaint (name, surname, email address, correspondence address, telephone number), the Participant's reservations, and their requests.
3. Only complaints submitted within the specified period and in the form consistent with the Regulations will be considered.
4. Complaints should be considered by the Organizer within 14 days from the date of receiving a properly completed complaint (the date of the postmark or sending the email is decisive).