

TERMS AND CONDITIONS

FOR PILOT DISTANCE SALE OF PHILATELIC ITEMS IN THE FORM OF SHEETS OF NON-CANCELLED POSTAGE STAMPS AND SHEETS OF CANCELLED POSTAGE STAMPS AS PART OF THE ORDERED PHILATELIC SUBSCRIPTION OF 2018

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I. GENERAL PROVISIONS

§ 1

1. These Terms and Conditions for pilot distance sale of philatelic items in the form of sheets of non-cancelled postage stamps and sheets of cancelled postage stamps as part of the ordered 2018 philatelic subscription, hereinafter referred to as the “**Terms and Conditions**”, specify the principles for ordering the 2018 philatelic subscription and for the sale of philatelic items as part of such subscription.
2. Matters not regulated in these Terms and Conditions will be governed by the generally applicable law, in particular by the Civil Code Act of 23 April 1964 (Journal of Laws of 2016, item 380, as amended), Consumer Rights Act of 30 May 2014 (Journal of Laws, item 827, as amended) and Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws, item 1823).
3. These Terms and Conditions are available online at: <http://www.filatelistyka.poczta-polska.pl>.

§ 2

The terms used in these Terms and Conditions will have the following meaning:

- 1) **philatelic subscription** – annual set of philatelic items of a specific subscription group indicated in § 3 paragraph 1 in the form of sheets of postage stamps published by Poczta Polska in 2018, excluding special issues;
- 2) **you** – subscriber of the philatelic subscription;
- 3) **sheet of stamps** – form of issue of cancelled or non-cancelled postage stamps containing 5 to 20 identical copies of regular-issue stamps, regardless of their arrangement;
- 4) **subscription unit** – sheets of postage stamps issued by Poczta Polska in 2018 in the given subscription group indicated in § 3 paragraph 1, excluding special issues;
- 5) **Customer Service Section** – Customer Service Section in Lublin, ul. Moritza 2, 20-900 Lublin – internal unit of Poczta Polska;
- 6) **consumer** – natural person performing a legal action with the trader that is not directly related to his or her business or professional activity;

- 7) **issue plan** – list of postage stamp subjects, sequence in which they should be placed on the market and number of times each subject is presented, determined by the minister in charge of communication and published at www.poczta-polska.pl;
- 8) **Poczta Polska** – Poczta Polska Spółka Akcyjna with its registered office in Warsaw, ul. Rodziny Hiszpańskich 8, 00-940 Warsaw, entered in the Register of Business Entities of the National Court Register maintained by the Regional Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, KRS (National Court Register Number): 0000334972, NIP (Tax Identification Number): 725000-73-13, REGON (National Official Business Register Number): 010684960, share capital: PLN 774,140,000, fully paid up, entered in the register of postal operators maintained by the President of the Office of Electronic Communications under the following number: B-00106, helpline: 801 333 444 (for landline phones – calls will be charged at local rates), (+48) 438 420 600 (for mobile phones and domestic and international landline phones – calls will be charged at local rates);
- 9) **subscription specification** – list of sheets of postage stamps of a specific subscription group indicated in § 3 paragraph 1 placed on the market in the given quarter of 2018, published at www.filatelistyka.poczta-polska.pl in the “Subscription” section and at <http://www.poczta-polska.pl/sklep/specyfikacja-abonamentowa/>.
- 10) **philatelic items** – postage stamps issued by Poczta Polska in 2018 in accordance with the 2018 issue plan in the form of sheets of stamps;
- 11) **special issue** – form of postage stamps issued in accordance with the annual postage stamp issue plan (e.g. black prints) indicated at www.filatelistyka.poczta-polska.pl.

§ 3

1. Poczta Polska accepts orders for the following subscription groups of the philatelic subscription involving the pilot distance sale of philatelic items:
 - 1) KA – sheets of non-cancelled postage stamps;
 - 2) KE – sheets of cancelled postage stamps.
2. Pilot distance sale includes a pool of 1000 sheets of each postage stamp placed on the market in 2018, subject to paragraph 3.
3. Pilot distance sale does not include special issues of postage stamps.
4. Pilot distance sale of philatelic items is carried out in accordance with the issue form specified by Poczta Polska in the subscription specification, without the possibility of ordering a single postage stamp.

II. ORDERING PHILATELIC SUBSCRIPTIONS

§ 4

1. Orders for the philatelic subscription are accepted from 15 February to 30 April 2018 within the pool assigned to pilot distance sale indicated in § 3 paragraph 2, subject to paragraph 2.
2. Orders for philatelic subscription placed after 30 April 2018 (but not later than by 30 June 2018) will be accepted where the available reserves allow this within the pool referred to in § 3 paragraph 2.
3. Orders for philatelic subscription may be placed:
 - 1) using the online philatelic store of Poczta Polska – www.filatelistyka.poczta-polska.pl;
 - 2) by e-mail to:
 - a) filatelistyka@poczta-polska.pl (domestic customers),
 - b) philately@poczta-polska.pl (international customers);
 - 3) by mail to the address of the Customer Service Section:

Poczta Polska S.A. – Sekcja Obsługi Zamówień, ul. W. Moritza 2, 20-900 Lublin.
4. In the order for the philatelic subscription, you have to specify your address, indicate the selected subscription group and number of subscription units.
5. For matters concerning the philatelic subscription, you may contact Poczta Polska, Customer Service Section, ul. Moritza 2, 20-900 Lublin, e-mail:
 - 1) for domestic customers: filatelistyka@poczta-polska.pl,
 - 2) for international customers: philately@poczta-polska.pl.

§ 5

1. To order the philatelic subscription via the online philatelic store, you need an account at the online store created in accordance with the rules specified in the Terms and Conditions for purchases at the Poczta Polska online store published at: www.filatelistyka.poczta-polska.pl. To log in to your account, you have to enter your login and password.
2. To order the subscription, select the relevant subscription group on the website of the store in the “Subscription” section and choose the payment method.
3. To place the order, use the “Check out” function in the “Your basket” window.
4. After placing the order, you will receive an automatic e-mail with the order number, ordered subscription groups, subscription fee, subscription deposit (if any) and number of the bank account for payment. If you select online payment, the system will redirect you to the Blue Media website to make the payment. In order for your order to be accepted for processing, you will have to pay the subscription fees and deposit referred to in § 8 and 9.

§ 6

1. If you place the order in the form indicated in § 4 paragraph 3 subparagraphs 2 and 3, the Customer Service Section will deliver a summary of the order to you within 5 days, using the form you used to place the order. The summary will contain the following information:
 - 1) the subscription group you indicated, as referred to in § 3 paragraph 1, and the number of subscription units;
 - 2) list of fees due for the acceptance of the order for philatelic subscription, determined in accordance with § 8 and 9;
 - 3) method and time limit for the payment of the fees indicated in subparagraph 2.
2. The Customer Service Section will enclose a copy of these Terms and Conditions with the summary of the order.

§ 7

Poczta Polska will collect the subscription fee and subscription deposit specified in § 8 and 9 for accepting your order for philatelic subscription.

§ 8

1. The subscription fee for philatelic subscription handling is non-refundable, does not include the price of the philatelic items, is not regarded as a down payment and amounts to PLN 4.92 (incl. VAT) per subscription unit, subject to paragraph 2 and § 17 paragraph 4.
2. You will be exempt from the subscription fee if you place an order for a philatelic subscription of at least 10 subscription units of the KA group. Every additional order for the philatelic subscription of sheets of stamps, regardless of the selected subscription group and number of subscription units, will also be exempt from this fee.

§ 9

1. If you place an order for a philatelic subscription of the KE subscription group, you will have to pay a subscription deposit of PLN 25 for each KE subscription unit.
2. The subscription deposit is a form of financial security for the cancellation of philatelic items in the form of sheets of stamps of the KE subscription group, and it will not be refunded if you do not collect these items, subject to § 17 paragraph 4.
3. After you collect all philatelic items being part of the purchased philatelic subscription, the subscription deposit will be refunded to you. The refund will be done upon your written request by transfer order to your indicated bank account or by postal order to your indicated address within 14 days from the request.

§ 10

1. Fees and deposits for the order for the philatelic subscription indicated in § 8 and 9 should be paid in one of the following forms:
 - 1) for domestic subscribers:

- a) by transfer to the bank account indicated in the summary of the philatelic subscription order;
- b) by postal order to the address of the Customer Service Section;
- c) for orders placed via the Online Store – in the form you indicate using the “Check out” function in the “Your basket” window;

2) for international subscribers:

- a) by transfer to the bank account indicated in the summary of the philatelic subscription order;
- b) by international postal order to the address of the Customer Service Section;
- c) for orders placed via the Online Store – in the form you indicate using the “Check out” function in the “Your basket” window.

2. Payments from domestic subscribers will be accepted in Polish zlotys (PLN).
3. Payments from international subscribers will be accepted in Polish zlotys (PLN), euros (EUR) or dollars (USD). Information about the currency of the individual bank accounts will be communicated to you in the order summary.
4. If you make the payment to the bank account of Poczta Polska in currency other than the currency of the bank account, your payment will be converted to the relevant currency by the bank that operates the account under the terms specified in the contract between you and the bank. You will be responsible for any consequences of paying in currency other than the currency indicated in paragraphs 2 and 3, in particular for any consequences relating to the payment date, exchange rate or use of currency that cannot be converted.
5. If you are an international subscriber and you pay by international postal order to the address of the Customer Service Section in currency other than PLN – your payment will be converted to Polish zlotys (PLN). After conversion, Poczta Polska will verify if your payment corresponds to the fee for the philatelic subscription order. If not, you will be informed about the need to pay the relevant missing amount (which will be specified in the notice you receive).
6. The Customer Service Section will issue a sales document or VAT invoice for the payments made for the philatelic subscription orders, as requested by you in the order.

§ 11

The period to make the payments indicated in the order summary will be 14 days from receipt of the summary, subject to § 5 paragraph 4.

III. PHILATELIC SUBSCRIPTION DELIVERY

§ 12

1. Delivery of the philatelic subscription consists in delivering the philatelic items.

2. The philatelic items will be delivered in four quarterly stages, upon the end of each quarter of 2018. The delivered items will be the items issued in the given quarter of 2018.
3. Within 30 days following the end of each quarter, the Customer Service Section will provide you with a subscription summary for the given quarter. The summary will contain the following information:
 - 1) amount of the fees (incl. VAT) for the philatelic items for the given quarter of 2018;
 - 2) amount of the fees (incl. VAT) for delivering the philatelic items outside of Poland, as referred to in § 13 paragraph 3;
 - 3) information about the method and period for making the payments referred to in items 1 and 2.
4. The summary referred to in paragraph 3 will be submitted in the form in which you placed your order.

§ 13

1. Subject to § 14, fees for the delivered philatelic items will be determined as follows:
 - 1) fee for the delivered philatelic items in the form of sheets of stamps of the KA subscription group will correspond to the nominal value of the postage stamps;
 - 2) fee for the delivery of philatelic items in the form of sheets of stamps in the KE subscription group will correspond to 60% of the nominal value of the postage stamps, increased by the relevant 23% VAT.
2. The nominal value of postage stamps whose denomination is indicated without Arabic numerals (non-denominated stamps) corresponds to the fee for the relevant letter as per the price list for common services applicable as of the date of issue of the stamp.
3. The fee for the delivery of philatelic items made outside of Poland will be equal to the fee for a registered letter or declared-value package stipulated in the price list for common services for domestic and international customers.
4. Delivery of philatelic items in Poland will be done at the expense of Poczta Polska.

§ 14

1. Fees for philatelic items and fees for the delivery of philatelic items outside of Poland will be made in one of the following forms:
 - 1) for domestic subscribers:
 - a) by transfer to the bank account indicated in the summary of the philatelic subscription order;
 - b) by postal order to the address of the Customer Service Section;
 - 2) for international subscribers:
 - a) by transfer to the bank account indicated in the summary of the philatelic subscription order;

- b) by international postal order to the address of the Customer Service Section;
2. Payments from domestic subscribers will be accepted in Polish zlotys (PLN).
 3. Payments from international subscribers will be accepted in Polish zlotys (PLN), euros (EUR) or dollars (USD). Information about the currency of the individual bank accounts will be communicated to you in the order summary.
 4. If you make the payment to the bank account of Poczta Polska in currency other than the currency of the bank account, your payment will be converted to the relevant currency by the bank that operates the account under the terms specified in the contract between you and the bank. You will be responsible for any consequences of paying in currency other than the currency indicated in paragraphs 2 and 3, in particular for any consequences relating to the payment date, exchange rate or use of currency that cannot be converted.
 5. If you are an international subscriber and you pay by international postal order to the address of the Customer Service Section in currency other than PLN – your payment will be converted to Polish zlotys (PLN). After conversion, Poczta Polska will verify if your payment corresponds to the fee for the philatelic items. If not, you will be informed about the need to pay the relevant missing amount (which will be specified in the notice you receive).
 6. The Customer Service Section will issue a sales document or VAT invoice for the payments made for the philatelic subscription orders, as requested by you in the order.

§ 15

1. The period for payment for the philatelic items and their delivery if they are to be delivered outside of Poland will be 14 days from the time you receive the subscription summary referred to in § 12 paragraph 3.
2. If you choose payment by transfer order, the date of payment will be the date on which the amount corresponding to the fees (incl. VAT) indicated in the subscription summary is credited to the bank account of Poczta Polska.
3. If you exceed the period specified in paragraph 1 or pay an amount lower than the amount indicated in the subscription summary, the Customer Service Section will send you a notice indicating an additional payment period of up to 7 days.
4. The unsuccessful lapse of this additional period will be regarded as withdrawal from the contract, of which you will be promptly notified.

§ 16

1. Within 5 days from receipt of the fees indicated in the subscription summary referred to in § 12 paragraph 3, the Customer Service Section will send the philatelic items by mail to the address you indicate.
2. A VAT invoice or sales document will be enclosed with each package.

3. Information about periods for the delivery of philatelic items is announced publicly at www.filatelistyka.poczta-polska.pl.

IV. WITHDRAWAL FROM THE CONTRACT

§ 17

1. If you are a consumer and you enter into a contract for the pilot distance sale of philatelic items as part of the ordered subscription, you may withdraw from the contract within 14 days from the receipt of the first batch of philatelic items, for convenience and without any extra charge. If you withdraw from the contract, it will be deemed void.
2. To comply with the 14-day period, you should also submit an unambiguous withdrawal notice before the lapse of this period by sending it to the address of the Customer Service Section or by e-mail to: filatelistyka@poczta-polska.pl or philately@poczta-polska.pl. To submit the notice, you may use the form enclosed as Appendix No. 1 to these Terms and Conditions.
3. If you withdraw from the contract, you will have to return the collected philatelic items without undue delay, no later than within 14 days from the withdrawal from the contract. To comply with this period, it will be sufficient to send the philatelic items before it expires. You will have to pay the costs of returning the philatelic items (i.e. costs of packaging, preservation and shipment).
4. If you withdraw from the contract, Poczta Polska will be obliged to refund all your payments to you, including the following: fees for philatelic subscription handling, subscription deposits, fees for the philatelic items returned to Poczta Polska and fees for delivery of the philatelic items by Poczta Polska (excluding the extra costs of the delivery method you selected if it was different from the least expensive method offered by Poczta Polska) without undue delay, within 14 days from receipt of your contract withdrawal notice.
5. Poczta Polska will refund your payments using the method you used to pay, unless you expressly consent to receive the payment using another method that does not incur any extra costs to you.
6. Poczta Polska may wait with returning your payments until receiving the returned philatelic items or receiving proof indicating that they were sent back, whichever is sooner.
7. If you send the withdrawal notice before receiving the order, your order will be cancelled.
8. You will be liable for the reduction of the value of the philatelic items you received due to the use of the items exceeding the use necessary to establish the type, characteristics and functioning of the items.

V. LIABILITY

§ 18

1. If you are a consumer, Poczta Polska will be liable under the Consumer Rights Act of 30 May 2014 and the Civil Code if the philatelic items do not conform to the contract. If you are

not a consumer, Poczta Polska will be liable under the principles specified in the Civil Code, subject to provisions of these Terms and Conditions to the contrary.

2. Poczta Polska is obliged to deliver philatelic items without defects.
3. Poczta Polska is liable under the implied warranty for defects of the items existing at the time of delivery to you or arising from causes existing in the item at the time of delivery.
4. If the philatelic items delivered by Poczta Polska are defective, you may use your rights under the implied warranty pursuant to the Civil Code to:
 - 1) submit a request to reduce the price or withdraw from the contract;
 - 2) request that the item be replaced with a defect-free item or that the defect be rectified.
5. The liability to you under the implied warranty will refer to defects found within 2 years from the issue of philatelic items.

§ 19

If you are not a consumer, Poczta Polska will only be liable up to the amount of actual incurred losses. Poczta Polska will not be liable for lost profits.

VI. COMPLAINTS

§ 20

1. You may submit a complaint.
2. The complaint may be submitted in the following forms:
 - a) in writing: to the address of the Customer Service Section;
 - b) by e-mail: to filatelistyka@poczta-polska.pl or philately@poczta-polska.pl.
3. The complaint will be considered within 14 days from its submission.
4. The Customer Service Section will reply to the complaint in writing or on another permanent data medium.
5. If you are a consumer, and no reply is provided to your complaint within the period specified in paragraph 3, it will be deemed that your complaint has been admitted.
6. If the complaint concerns the following:
 - 1) missing philatelic item of any of the subscription groups;
 - 2) receiving a damaged philatelic item of any subscription group, provided that the damaged item is returned – you will receive the missing or undamaged item.
7. If you are a consumer, and your complaint is not found to be reasonable, you may, without prejudicing your right to bring legal action in court, try to resolve the dispute out of court – in particular, you may:
 - 1) file a case with the permanent arbitration court operating at the relevant Provincial Inspectorate of Trade Inspection;

- 2) address the relevant Provincial Inspectorate of Trade Inspection with a request to initiate out-of-court consumer dispute resolution proceedings.
8. The use of a specific method of out-of-court dispute resolution can take place only upon mutual consent of you and Poczta Polska. If your complaint is rejected in whole or in part, Poczta Polska will notify you about its consent or refusal to participate in the out-of-court consumer dispute resolution proceedings. The specific procedures for out-of-court resolution of such disputes are available on the website of the Office of Competition and Consumer Protection at www.uokik.gov.pl and on the websites of Provincial Inspectorates of Trade Inspection, and they can also be obtained from county (municipal) consumer ombudsmen.
9. If you have placed the order online, you may amicably resolve consumer disputes using the ODR online EU platform available at: <http://ec.europa.eu/consumers/odr/>. Amicable resolution of the dispute using that online platform can only be done in accordance with the principles specified at the indicated web address and upon mutual consent of you and Poczta Polska.

VII. PERSONAL DATA

§ 21

1. The controller of your personal data is Poczta Polska S.A. with its registered office at ul. Rodziny Hiszpańskich 8, 00-940 Warsaw.
2. Contact details of the Data Protection Officer: Data Protection Officer of Poczta Polska S.A., ul. Rodziny Hiszpańskich 8, 00-940 Warsaw, e-mail: inspektorodo@poczta-polska.pl.
3. Your personal data will be processed for the purposes of executing, performing, amending and terminating the contract pursuant to these Terms and Conditions and to ensure top-quality services.
4. The extent of personal data processing will include the data received from and concerning the persons for whom the duties specified in these Terms and Conditions will be performed.
5. Personal data are kept until the contract is performed or withdrawn from, but in any case not longer than until the expiry of claims.
6. Data subjects will have the right to access the data, rectify or delete them and restrict data processing as well as the right to data portability.
7. Data subjects will have the right to complain to the supervisory authority whose name will be specified by the Personal Data Controller on its website (www.poczta-polska.pl) before the date as of which such a complaint can be filed under the applicable law.
8. Providing your personal data is voluntary, but such data will be necessary to process your order for philatelic items. Your personal data will not be provided to other data recipients.
9. Your personal data may be processed by Poczta Polska using electronic communication media for marketing purposes, in particular to send commercial information originating from Poczta Polska and for advertising or market research purposes and research of customer behaviour

and preferences designed to improve the quality of the services provided by Poczta Polska during and after the processing of the order, only upon consent of the data subject.

VIII. FINAL PROVISIONS

§ 22

These Terms and Conditions will become effective as of 15th February 2018, subject to § 21 paragraphs 2 and 7, which will become effective as of 25 May 2018.