

**TERMS AND CONDITIONS**

**FOR THE SALE OF SUBSCRIPTIONS OF POLISH POSTAGE STAMPS, NON-CANCELLED AND CANCELLED, POSTCARDS AND POSTAL STATIONERY, FIRST DAY COVERS (FDC) AND IMPRINTS OF COMMEMORATIVE CANCELLATIONS**

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## **I. GENERAL PROVISIONS**

## § 1

1. Poczta Polska S.A. accepts orders for the philatelic subscription of the following groups of issues (philatelic items) published by Poczta Polska S.A. throughout the calendar year:
  - A** – non-cancelled stamps (mints);
  - E** – cancelled stamps;
  - C** – postcards and postal stationery;
  - S** – first day covers (FDC) – commemorative envelopes issued by PP S.A. and affixed with a stamp cancelled with the FDC cancellation;
  - D** – imprints of commemorative cancellations.
2. Philatelic subscription does not include postage stamps issued as special editions in limited quantities or postage stamps withdrawn from circulation.
3. The unit of sale in the given subscription group is a single stamp or its basic form of issue, published pursuant to an internal legal act.
4. Orders for philatelic subscriptions are taken at all postal outlets, at postal philatelic stores, online at: [www.filiteiityka.poczta-polska.pl](http://www.filiteiityka.poczta-polska.pl) and by the SOZ in Lublin (mail subscription).
5. The list of forms used to order philatelic subscriptions is included in Attachment No. 1 to the Terms and Conditions.
6. For matters related to orders made under the Terms and Conditions, please contact PP S.A. at: [pcf.kraj@centrala.poczta-polska.pl](mailto:pcf.kraj@centrala.poczta-polska.pl) or – if the order was placed at the postal outlet or at the postal philatelic store – at the phone number of that outlet or store, available at: [www.poczta-polska.pl](http://www.poczta-polska.pl).

## II. DEFINITIONS

### § 2

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

- 1) **PP S.A.** – Poczta Polska Spółka Akcyjna with registered office in Warsaw, ul. Stawki 2, 00-940 Warsaw, registered in the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division, under the following number: 0000334972, NIP [Tax Identification Number]: 525-000-73-13, REGON [National Business Register Number]: 010684960, share capital: PLN 774.140.000, paid in full.

- 2) **Network Region** – regional unit of PP S.A. monitoring the postal outlets within its area of competence;
- 3) **postal outlet** – (post office, post office branch) local unit of PP S.A. that accepts orders for philatelic subscriptions, issues the ordered philatelic subscriptions and conducts other activities indicated in relevant PP S.A. regulations;
- 4) **postal philatelic store** – designated area at the postal outlet where orders for philatelic subscriptions are taken, where the ordered philatelic subscriptions are issued and where postage stamps, philatelic goods and other philatelic items of PP S.A. are sold;
- 5) **BRDH** – Sales Development Office (*Biuro Rozwoju Działalności Handlowej*) – unit of the Head Office of Poczta Polska S.A.;
- 6) **BRDH** – Marketing and Philately Office (*Biuro Marketingu i Filatelistyki*) unit of the Head Office of Poczta Polska S.A. managing philatelic products and services;
- 7) **SOZ** – Customer Service Section (*Sekcja Obsługi Zamówień*) in Lublin, ul. Moritza 2, 20-900 Lublin – internal unit of **BRDH** processing orders for philatelic subscriptions, including online orders and orders for mail subscriptions. The SOZ is also in charge of the storage of commemorative cancellations;
- 8) **FDC** – decorative envelope issued by PP S.A. with an inscription reading: "*Pierwszy Dzień Obiegu FDC*" (First Day Cover), affixed with a postage stamp cancelled with a commemorative FDC cancellation;
- 9) **philatelic subscription** – set of postage stamps, postcards or postage stationery, first day covers (FDC) and imprints of commemorative cancellations published by PP S.A. throughout the calendar year, collected based on a prior subscription order, excluding special issues;
- 10) **subscriber (customer)** – individual customer, associated philatelist or business entity placing a subscription order;
- 11) **business entity** – legal or natural person or unincorporated entity operating a business activity related to philately that places a group subscription order;
- 12) **CEIDG** – Central Register and Information on Economic Activity (*Centralna Ewidencja i Informacja o Działalności Gospodarczej*);
- 13) **KRS** – National Court Register (*Krajowy Rejestr Sądowy*);
- 14) **individual customer (consumer)** – natural person placing an individual order for the philatelic subscription for purposes that are not directly related to the customer's business or professional activity;

- 15) **associated philatelists** – members of the Polish Philatelists Union (*Polski Związek Filatelistów*), hereinafter referred to as “PZF”, and other philatelic associations placing group subscription orders;
- 16) **circulation issues** – postage stamps issued by PP S.A. in multi-million unlimited issues
- 17) **commemorative issues** – postage stamps issued by PP S.A. in accordance with the yearly postage stamp issue plan;
- 18) **black print** – issue other than a postage stamp, usually published in black using the original printing form for the postage stamp, with the denomination crossed-out, sometimes numbered, collected by philatelists;
- 19) **block** – decorative postage stamp issue containing up to 4 identical copies of the main stamp;
- 20) **mini-sheet** – postage stamp issue form containing up to 16 copies of the main stamp, regardless of their arrangement;
- 21) **FDC cancellation** – decorative commemorative cancellation with a short inscription and a graphic element, used to cancel postage stamps on FDCs issued by Poczta Polska S.A. on the first day of sale. Postage stamps cancelled with this cancellation on the FDCs expire 28 days after the date indicated on the cancellation;
- 22) **subscription unit** – all issues issued by PP S.A. in the given subscription group throughout the calendar year;
- 23) **subscription deposit** – fee used as a form of financial security for PP S.A. for the cancellation of postage stamps, paid by the subscriber upon placement of an order for group E or D and returned when the last quarter of the ordered subscription is bought.
- 24) **subscription fee** – fee collected for the maintenance of documentation and distribution of subscription units;
- 25) **Terms and Conditions** – terms and conditions for the sale of subscription of polish postage stamps, non-cancelled and cancelled, postcards and postal stationery, first day covers (FDC) and imprints of commemorative cancellations;
- 26) **subscription specification** – list of postage stamps, postcards, postage stationery and first day covers (FDC) issued by PP S.A. in the given quarter and available within the subscription, broken down into subscription groups and containing the index, issue name and price.

The specification is issued to the subscriber with each quarterly subscription.

### III. PLACING ORDERS FOR PHILATELIC SUBSCRIPTIONS

#### § 3

1. Subscription orders may be placed at postal outlets, postal philatelic stores and online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl), or a mail subscription sold by the SOZ may be ordered.
2. The orders are taken and processed in accordance with the Terms and Conditions available at postal outlets, postal philatelic stores and online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl) and [www.poczta-polska.pl](http://www.poczta-polska.pl).
3. Orders for a one-year philatelic subscription including the 1st, 2nd, 3rd and 4th quarter are taken from the 2nd of January of the given year. However, orders taken after the 30th of June and including the entire year shall be implemented to the extent possible given the available supplies, with no guarantee that the ordered items are going to be delivered.
4. From the 1st of July to the 31st of December of the given year, orders can also be placed for the second half-year, only including the 3rd and 4th quarter.
5. Orders for philatelic subscription at postal outlets made by individual customers are taken using form No. 110, enclosed as Attachment No. 1D to the Terms and Conditions.
6. Group orders from associated philatelists and business entities are taken using form No. 109, enclosed as Attachment No. 1C to the Terms and Conditions.
7. The form referred to in paragraph 6 shall bear the stamp of the Circle of the Polish Philatelists Union (*Koło Polskiego Związku Filatelistów*) or the basic unit of another association and shall be certified, respectively, by the Management of the Division of the Polish Philatelists Union (*Okręg Polskiego Związku Filatelistów*) or the management of another association. Orders are signed by the President of the Polish Philatelists Union or another association.
8. Business entities are obligated to submit statements declaring that they have been licensed to operate a business activity related to philatelic trade and present documents confirming those licenses (entry in the CEIDG register or in the KRS register). Orders for philatelic subscription placed using form No. 109 referred to in paragraph 6 must bear the company stamp and the signature of the company owner or the person authorised to sign contracts complete with a name stamp.
9. The subscription order taken at a postal outlet and signed by the subscriber, confirmed with a date stamp or company signature and a signature of the PP S.A. employee, is the confirmation of the contract concluded by and between the subscriber and PP S.A., in the form of a subscription receipt as per the template included in Attachment No. 1B to the

Terms and Conditions.

#### **IV. SUBSCRIPTION FEES**

##### **§ 4**

1. Subscription orders include the subscription fee collected for the distribution of the stamps and maintenance of documentation.
2. The subscription fee is fixed, non-refundable and collected for each subscription unit, understood as all philatelic items of the given subscription group issued by PP S.A. throughout the calendar year. The amount of the subscription fee is as follows:

A – non-cancelled postage stamps	PLN 4.92 (including VAT);
E – cancelled postage stamps	PLN 4.92 (including VAT);
C – postcards and postal stationery	PLN 4.92 (including VAT);
S – first day covers (FDC)	PLN 4.92 (including VAT);
D – imprints of commemorative cancellations	PLN 4.92 (including VAT).
3. Value added tax (VAT) has been added to the subscription fees as per the applicable rate.
4. Subscription fees are paid:
  - 1) in cash – if the subscription is ordered at a postal outlet or at a postal philatelic store;
  - 2) by transfer or postal order – if the subscription is ordered online or from the SOZ.

#### **V. EXEMPTION FROM SUBSCRIPTION FEES**

##### **§ 5**

1. Subscribers shall be exempt from the subscription fee if they place an order for the following number of entire subscription units issued throughout the calendar year:
  - 1) individual customer – at least 50 subscription units of group A;
  - 2) business entity – at least 50 subscription units of group A;
  - 3) associated philatelists – at least 10 subscription units of group A.
2. If the subscriber acquires the right to be exempt from the fees of group A referred to in paragraph 1, the exemption from fees shall also apply to the remaining subscription groups (E, S, C and D), regardless of the size of the order.
3. A subscriber that is exempt from the fees agrees in writing to receive the following:
  - 1) stamps in sheets or fragments of sheets;
  - 2) FDC envelopes, postcards and postal stationery in the uncollected form.

4. Every additional subscription order placed by a subscriber entitled to an exemption from subscription fees is also exempt of that fee.

## **VI. SUBSCRIPTION DEPOSIT**

### **§ 6**

1. A fixed deposit is collected with orders for philatelic subscriptions of groups E and D:
  - 1) for the subscription of cancelled postage stamps (group E) – PLN 10 per subscription unit;
  - 2) for the subscription of commemorative cancellations (group D) – PLN 15 per subscription unit.
2. The payment of the subscription deposit by the subscriber is recorded by the employee of the postal outlet or postal philatelic store in the subscription receipt issued to the subscriber, enclosed as Attachment No. 1B to the Terms and Conditions. The deposit remains at the unit taking the order until all items included in the philatelic subscription are collected by the subscriber.
3. The subscription deposit is a form of financial security for the cancellation of postage stamps of groups E and D, and if they are not collected in full, the deposit is not refundable.
4. After the subscriber collects all philatelic items of groups E and D, the subscription deposit may be:
  - 1) refunded to the subscriber in cash – for orders placed at postal outlets and postal philatelic stores;
  - 2) offset in full against the payment for the issued philatelic items when the last batch of the ordered philatelic items included in the philatelic subscription in the given year is issued – for subscriptions ordered online or from the SOZ.

## **VII. PAYMENT FOR PHILATELIC SUBSCRIPTIONS**

### **§ 7**

1. The subscriber pays for the purchased philatelic items every time they are collected, and in case of mail subscriptions – by means of advance payments according to the following principles:
  - 1) for a subscription of non-cancelled postage stamps (group A) – amount equal to the denomination of the received stamps;
  - 2) for a subscription of cancelled stamps (group E) – amount equal to 60% of the denomination of the non-cancelled stamps with VAT as per the rate applicable on the date the subscription is collected;



- 3) for a subscription of first day covers (group S) – price of those issues with VAT as per the rate applicable on the date the subscription is collected;
  - 4) for a subscription of postcards and postage stationery (group c) – the price established for those issues;
  - 5) for a subscription of imprints of commemorative cancellations (group D) – amount equal to the value of the issues stamped with those cancellations with VAT as per the rate applicable on the date the subscription is collected.
2. The denomination of the postage stamps indicated without the use of Arabic numerals (categorised stamps, non-denominated) corresponds to the payment for the relevant mail as per the Price List for common postal services applicable as of the date of issue of the stamp.
  3. The subscriber pays for the purchased philatelic subscription as follows:
    - 1) purchase of up to PLN 1000 – payable in cash on the day the items are collected or by bank transfer to the indicated bank account. If the payment is made by bank transfer, the subscriber shall present the original copy of the confirmation of payment for the collected philatelic subscription, confirmed with the date stamp of the bank or post office;
    - 2) purchase exceeding PLN 1000 – payable within 14 days since the date of issue of the invoice, with applicable VAT, by bank transfer or postal order.
  4. If the payment periods are not observed, the issue of subscription units is suspended until the buyer pays the amounts owed complete with due interest for the delay as per Article 481 of the Civil Code.

## **VIII. DISCOUNTS**

### **§ 8**

1. Subscribers meeting the requirements for subscription fee exemption set forth in § 5 of the Terms and Conditions receive a discount of 5% of the value of the purchased philatelic items of all subscription groups, subject to paragraph 3.
2. The discount also applies to all additional subscription orders placed by those subscribers for full subscription groups.
3. The discount specified in paragraphs 1 and 2 does not apply to cancelled stamps, which are sold according to the selling price equal to 60% of the denomination of the non-cancelled stamps, regardless of quantity.

## IX. COLLECTION OF PHILATELIC SUBSCRIPTIONS

### § 9

1. The subscriber or the person authorised by the subscriber shall collect the philatelic items at the postal outlet or postal philatelic store where the order was placed. For orders placed online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl) or taken by the SOZ, the ordered philatelic items are sent to the address indicated by the subscriber.
2. The subscribed philatelic items shall be collected within the following periods:
  - 1) for the 1st quarter by the end of June of the given year;
  - 2) for the 2nd quarter by the end of September of the given year;
  - 3) for the 3rd quarter by the end of December of the given year;
  - 4) for the 4th quarter by the end of March of the following year.
3. In special circumstances not attributable to Poczta Polska S.A., the philatelic subscription collection dates may be delayed. The new collection date is publicly announced through the placement of suitable information at postal outlets, postal philatelic stores and online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl).
4. Orders for imprints of commemorative cancellations are processed by the SOZ in accordance with the following principles:
  - 1) imprints of commemorative cancellations are put on prepaid postcards, postcards with an affixed postage stamp and envelopes with a pre-printed postage stamp with the denomination corresponding to the minimum payment for a regular unregistered letter as per the applicable Price List for common postal services within Poland. Postcards and postal stationery are sold according to their selling price;
  - 2) in justified circumstances, commemorative postcards may be affixed with stamps with denomination other than specified in item 1 provided that their theme corresponds to the commemorative cancellation.
5. The customer can decide not to collect circulation-issue stamps and FDCs in the subscription. That request should be made by the subscriber when the order is placed or when the philatelic subscription is collected, but only when the order is placed at a postal outlet or postal philatelic store. For mail subscriptions, the information about the decision not to collect circulation-issue items shall be provided before the order is processed.
6. Collection of the current quarter of the philatelic subscription is possible only after the entire philatelic subscription of the preceding quarter is bought.

7. The postage stamps, postcards, postal stationery, first day covers (FDCs) and imprints of commemorative cancellations shall be transferred to be sold at the location the order was placed in.

## **X. MAIL SUBSCRIPTION SOLD BY THE SOZ**

### **§ 10**

1. The SOZ sells philatelic items in the form of a mail subscription and online pursuant to the rules indicated in this section.
2. The subscription order with information about the subscriber, including information if the subscriber is an individual customer, the type and quantity of subscription units and the subscription period (entire year or half-year), may be placed in writing or by e-mail:
  - 1) by mail to the address of the SOZ  
Sekcja Obsługi Zamówień  
ul. W. Moritza 2  
20-900 Lublin
  - 2) by e-mail at:
    - a) [pcf.kraj@centrala.poczta-polska.pl](mailto:pcf.kraj@centrala.poczta-polska.pl) (Polish customers),
    - b) [pcf@centrala.poczta-polska.pl](mailto:pcf@centrala.poczta-polska.pl) (foreign customers),
  - 3) online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl),
  - 4) by fax: 081 584 82 98.
3. The sales offer and the contact information are available on the website of Poczta Polska S.A.: [www.poczta-polska.pl/sklep/specyfikacja-abonamentowa/](http://www.poczta-polska.pl/sklep/specyfikacja-abonamentowa/).
- 3a. The order in the form discussed in paragraph 2 item 3) is placed using the function: "order with obligation to pay" (*realizuj zamówienie z obowiązkiem zapłaty*) in the window "Your basket" (*Twój koszyk*).
- 3b. After the order is placed, the SOZ contacts the subscriber to clear up all potential questions, including the questions concerning the shipping method (if that choice is to be made by the subscriber) and the type of the proof of purchase to be sent to the subscriber, i.e. the invoice or the specification. Then, the SOZ sends a summary of the order to the subscriber by mail, e-mail or fax. The summary indicates the type and quantity of subscription units and the subscription period selected by the subscriber, the subscription fee and subscription deposit to be paid, the applicable discounts and the total costs. The SOZ also sends a copy of the Terms and Conditions to the subscriber.  
The SOZ may also specify the form the order should be placed in.
- 3c. The order is placed when the subscriber answers the message discussed in paragraph 3b by mail, e-mail or fax or in accordance with the form expected by the SOZ. The order shall be effective only if it contains the following phrase: "zamawiam z

*obowiązkiem zapłaty* (order with obligation to pay), about which the subscriber is informed.

3d. Upon receipt of the order, the SOZ sends a confirmation of the order to the subscriber, using one of the methods specified in paragraph 3c.

4. Payment for the philatelic subscription, the subscription fee and the subscription deposit may be made as follows:

1) Polish customers:

a) by bank transfer to the account at Bank Pocztowy S.A.:

PL45 1320 0019 0099 0255 2000 0030,

b) by postal order to the following address:

Sekcja Obsługi Zamówień

ul. W. Moritza 2

20-900 Lublin

c) or by cash on delivery — the amount due is paid in cash only upon receipt of the package

2) foreign customers:

a) by bank transfer to the account at Bank Pocztowy S.A.:

Poczta Polska S.A.

Bank Pocztowy S.A.

IBAN: PL45 1320 0019 0099 0255 2000 0030 – bank account in PLN

BIC/SWIFT: POCZPLP4,

b) by bank transfer to the account at Deutsche Bank Polska S.A.:

IBAN: PL57 1880 0009 0000 0011 0130 0031 – bank account in EURO

IBAN: PL37 1880 0009 0000 0011 0130 0003 – bank account in USD

Deutsche Bank Polska S.A. Swift Code: DEUTPLPX,

c) by international postal order to the following address:

Poczta Polska S.A.

Sekcja Obsługi Zamówień

ul. W. Moritza 2

20-900 Lublin.

5. For payments made to a bank account other than the foreign currency accounts, the cost of conversion (currency translation) to PLN of the payment made in a foreign currency is borne by the customer, in accordance with the regulations applicable as of the date of crediting or the date preceding the date the payment is credited to the account.

6. The ordered philatelic items are sent:

1) as regular or priority insured mail to customers in Poland;

2) as priority insured mail to customers abroad;

- 3) using other available services of Poczta Polska S.A. guaranteeing that the package is going to be delivered by cash on delivery;
  - 4) an order with a total one-time value equal to or higher than PLN 50.00 and including items with a weight not exceeding 2 kg, including the packaging weight, is sent within Poland at the expense of Poczta Polska S.A. as mail indicated in items 1 to 3;
  - 5) an order with a total one-time value equal to or higher than PLN 50.00 and including items with a weight exceeding 2 kg, is sent in Poland at the expense of the customer as mail indicated in items 1 to 3, and the type of mail is selected by the subscriber;
  - 6) shipment of the order outside Poland, regardless of the value and weight of the order, is done at the expense of the subscriber as mail sent via Poczta Polska S.A.;
  - 7) each package is sent with a proof of purchase – invoice or specification, as per the subscriber's request.
7. The SOZ always issues the proof of purchase, i.e. the specification or invoice, as per the subscriber's request, for the collected fees, for the mail subscription deposit and for the shipped philatelic items.

## **XI. LIABILITY OF POCZTA POLSKA S.A.**

### **§ 11**

1. PP S.A. is not liable if the failure or undue performance of the philatelic subscription service occurs:
- 1) as a result of force majeure;
  - 2) due to a violation of the provisions of these Terms and Conditions by the subscriber, due to confiscation or destruction of the package or other actions taken by competent authorities, pursuant to other regulations.

### **§ 12**

The liability of Poczta Polska S.A. is limited to the liability for actual losses. Poczta Polska S.A. is not liable for lost profits.

## **XIa. RIGHT TO TERMINATE**

### **§ 12a**

1. A consumer that concluded the contract for the subscription online or by mail has the right to terminate the contract for convenience without bearing any costs. A contract that has been terminated shall be considered void.
2. In order to be effective, the statement about contract termination shall be sent to the address indicated in §10 paragraph 2 items 1, 2 or 4 within 14 days from the collection of the first batch of the contracted philatelic items by the consumer. It is only necessary that the statement be sent before the expiry of that time limit. To submit the statement, the consumer may use the form enclosed as Attachment No. 1E to the Terms and Conditions.
3. In the circumstances discussed in paragraph 2, the consumer is obligated to return the collected philatelic items without undue delay, no later than within 14 days from the termination of the contract. The above-mentioned time limit is not exceeded if the items are sent before its expiry. The costs of returning the items are borne by the consumer.
4. In the circumstances discussed in paragraph 2, Poczta Polska S.A. is obligated to return the amount of the paid subscription costs to the consumer, including the subscription fee and subscription deposit and the paid shipping costs, without undue delay, no later than within 14 days since the submission of the termination statement. However, if the consumer has selected an order shipping method other than the least expensive method offered by Poczta Polska S.A. for the given order, Poczta Polska S.A. is not obligated to refund the additional costs borne by the consumer. Poczta Polska S.A. shall refund the payment using the same method as the one used by the consumer, unless the consumer makes an express request to receive the payment using another method, which does not incur any costs to the consumer. Poczta Polska S.A. shall not refund the payment received from the consumer until the items are received back or until the consumer submits evidence confirming that the items have been sent, whichever is sooner.
5. If the consumer sends the termination statement before receiving the order, the order is cancelled.
6. The consumer is liable for the reduction of the value of the philatelic items caused by the use of the items exceeding the use necessary to establish the type, characteristics and properties of the items.

## XII. COMPLAINTS

### § 13

1. A complaint related to the undue performance of the philatelic subscription service shall be filed in writing by the subscriber placing the order, with indication of personal information and a description of the reason and subject of the complaint.
2. The complaint referred to in paragraph 1 shall be submitted within 14 days from the day following the collection of the subscription. Complaints are considered within 30 days from the date of their receipt.
3. The complaint referred to in paragraph 1 is accepted and considered by the following:
  - a) postal outlet or postal philatelic store where the order for the philatelic subscription has been placed;
  - b) SOZ in the case of orders placed online or orders for a mail subscription processed by the SOZ.
4. Complaints addressed to the Marketing and Philately Office at the Head Office shall be transferred for consideration to the unit where the order for the philatelic item has been placed.
5. If the complaint concerns the following:
  - 1) missing philatelic item of any of the subscription groups,
  - 2) receipt of a damaged philatelic item of any of the subscription groupsthe Customer receives the missing item or undamaged item upon return of the damaged item.
6. If the complaint is rejected, the consumer may, retaining the right to bring legal action in court, try to resolve the dispute with Poczta Polska S.A. out of court – in particular, the customer may:
  - a) file the case with the permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection (*Wojewódzki Inspektorat Inspekcji Handlowej*);
  - b) request that the relevant Provincial Inspectorate of Trade Inspection commence mediation proceedings between Poczta Polska S.A. and the consumer.
7. The use of a specific method of out-of-court dispute resolution can take place only upon mutual consent of the consumer and Poczta Polska S.A. The specific procedures for out-of-court resolution of such disputes are available on the website of the Office of Competition and Consumer Protection (*Urząd Ochrony Konkurencji i Konsumentów*) at [www.uokik.gov.pl](http://www.uokik.gov.pl) and on the websites of the Provincial Inspectorates of Trade Inspection, and they can also be obtained from county (municipal) consumer advocates.

### **XIII. PERSONAL DATA PROTECTION**

#### **§ 14**

1. The Controller of your personal data shall be PP S.A. with its registered office in Warsaw, ul. Rodziny Hiszpańskich 8, 00-940 Warszawa.
2. Contact details of the data protection officer: Data Protection Officer of PP S.A., ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, e-mail: inspektorodo@poczta-polska.pl.
3. Your personal data referred to in paragraph 1 shall be processed pursuant to Articles 6(1)(b) and 6(1)(c) of 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) (OJ L 119 of 4 May 2016), in order to provide the services referred to in the Terms and Conditions and in order to process complaints.
4. The extent of personal data processing shall include the data received from and concerning the persons for whom the duties specified in the Terms and Conditions shall be performed.
5. Your personal data shall be stored for the period required for financial & accounting documents in order to comply with obligations resulting from tax and accounting laws.
6. Data subjects shall 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 have the right to complain to the supervisory authority. Information about this authority has been provided on the website of Poczta Polska S.A.: [www.poczta-polska.pl](http://www.poczta-polska.pl).
8. Providing your data is voluntary, but it is required in order to perform the activities specified in the Terms and Conditions. Your personal data shall not be provided to other data recipients.
9. Your personal data may be processed by PP S.A. using electronic communication media for marketing purposes, in particular to send commercial information originating from PP S.A., for advertising or market research purposes and for the purpose of analysing customer behaviour and preferences in order to improve the quality of the services provided by PP S.A. during and after the processing of the order, only with the consent of the data subject.
10. Detailed information regarding the protection of personal data that has not been included in the Terms and Conditions and results from the provisions of 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) (OJ L 119 of 4 May 2016) is available on the website of Poczta Polska S.A. [www.poczta-polska.pl](http://www.poczta-polska.pl).

#### **XIV. FINAL PROVISIONS**

##### **§ 15**

Matters not regulated by the Term and Conditions are governed by the provisions of the Civil Code (Journal of Laws of 1964, item 93, as amended).