

## **TERMS AND CONDITIONS**

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

**Effective as of 10th June 2022**

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## I. GENERAL PROVISIONS

### § 1

1. The terms and conditions for the sale of philatelic subscriptions of Polish postage stamps, non-cancelled and cancelled, postcards and postal stationery, first day covers (FDC) and imprints of commemorative cancellations, hereinafter referred to as the “Terms and Conditions”, defines the rules for placing orders for philatelic subscriptions and for the sale of philatelic items as part of the subscriptions.
2. The Terms and Conditions are available on the website of Poczta Polska S.A., at [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl) and in post offices.
3. The list of forms used to order philatelic subscriptions at post offices is included in Appendix 1A to the Terms and Conditions.
4. For matters relating to orders, please contact Poczta Polska by writing to: [filatelistyka@poczta-polska.pl](mailto:filatelistyka@poczta-polska.pl) or, if you have placed the order at a post office, by calling the number of the relevant post office, which can be found at: [www.pocztapolska.pl](http://www.pocztapolska.pl).

## II. DEFINITIONS

### § 2

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

- 1) **philatelic subscription** – set of postage stamps, postcards or postage stationery, first day covers (FDC) and imprints of commemorative cancellations published by Poczta Polska S.A. during the calendar year (for annual orders) or during the second half of the calendar year (for half-year orders), collected quarterly based on a prior subscription order, excluding special issues and out-of-print stamps; the subscription concerns the following subscription groups:
  - A** – non-cancelled stamps (mints);
  - E** – cancelled stamps;
  - C** – postcards and postal stationery;
  - S** – first day covers (FDC) – commemorative envelopes issued by Poczta Polska and affixed with a stamp cancelled with the FDC cancellation;
  - D** – imprints of commemorative cancellations;

- the unit of sale in the given subscription group is a single stamp or its basic form of issue, postcard or postal stationery, FDC or imprint of a cancellation on a stamp affixed to a card;
- 2) **subscriber** – individual customer, associated philatelist or business entity placing a subscription order;
  - 3) **FDC cancellation** – decorative commemorative cancellation with a short inscription and a graphic element, used to cancel postage stamps and prepare FDCs issued on the first day of sale;
  - 4) **DOZ** - Order Processing Department in Lublin (address: ul. Moritza 2, 20-900 Lublin), an internal organizational unit of Poczta Polska;
  - 5) **circulation issues** – postage stamps issued by PP S.A. in multi-million unlimited issues;
  - 6) **associated philatelists** – members of the Polish Philatelists Union (Polski Związek Filatelistów), hereinafter referred to as “PZF”, and other stamp collecting associations placing group subscription orders;
  - 7) **subscription unit** – all issues issued by Poczta Polska in the given subscription group during the calendar year or during the second half of the calendar year;
  - 8) **subscription deposit** – fee used as a form of financial security for Poczta Polska for the cancellation of postage stamps, paid by the subscriber for each subscription unit upon placement of an order for group E or D and returned when the last quarter of the ordered subscription is bought or considered towards the next subscription;
  - 9) **individual customer** (consumer) – person referred to in Article 221 of the Polish Civil Code, i.e., a natural person performing a legal action with the trader that is not directly connected with his or her business or professional activity;
  - 10) **FDC** – envelope with an image thematically related to the affixed stamp issued by Poczta Polska with an inscription reading: “Pierwszy Dzień Obiegu FDC” (First Day Cover), affixed with a postage stamp cancelled with a commemorative FDC cancellation;
  - 11) **KRS** – National Court Register (Krajowy Rejestr Sądowy);
  - 12) **subscription fee** – flat fee collected for the maintenance of documentation and distribution of subscription units;
  - 13) **post office** – a post office, a branch office of a post office that takes orders for philatelic subscriptions and issues the philatelic subscription ordered;
  - 14) **business entity** – legal or natural person or unincorporated entity operating a business activity;

- 15) **Poczta Polska** – Poczta Polska Spółka Akcyjna with its registered office in Warsaw, ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Commercial Division, under the following KRS number:  
0000334972, NIP (Tax Identification Number): 525-000-73-13, REGON (National Official Business Register Number): 010684960, share capital: PLN 964.140.000 zł, fully paid up, entered in the register of postal operators by the President of the Office of Electronic Communications under the following number: B-00106, helpline – phone No.:  
801 333 444 (for landline phones – calls will be charged at local rates), (+48) 438 420 600 (for mobile phones and domestic or international landline phones – calls will be charged at local rates);
- 16) **subscription specification** – list of postage stamps, postcards, postage stationery and first day covers (FDC) issued by Poczta Polska S.A. in the given quarter and available as part of the subscription, broken down into subscription groups and containing the index, issue name and price, provided to you with each quarterly subscription.

### III. ORDERING PHILATELIC SUBSCRIPTIONS

#### § 3

1. Orders for philatelic subscriptions are taken for a half-year period or annual period.
2. Annual orders for a philatelic subscription (including the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarter of the particular calendar year) are taken from 2 January to 30 June of the particular year.
3. From the 1 July to the 31 December of the given year, orders can also be placed for the second half-year (including the 3<sup>rd</sup> and 4<sup>th</sup> quarter).
4. Orders for philatelic subscription may be placed:
  - 1) at post offices;
  - 2) at the online philatelic store of Poczta Polska: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl);
  - 3) by mail to the address of the DOZ: Poczta Polska S.A. – Dział Obsługi Zamówień ul. Moritza 2, 20-900 Lublin;
  - 4) by electronic post, e-mail to address:
    - a) [filatelistyka@poczta-polska.pl](mailto:filatelistyka@poczta-polska.pl) (domestic customers),
    - b) [philately@poczta-polska.pl](mailto:philately@poczta-polska.pl) (international customers);

5. In the order for the philatelic subscription, you have to specify your address and indicate the selected subscription group referred to in § 2(1) and the number of subscription units. If you place the order at a post office, you also have to specify the subscription period.
6. If you place an order in the manner indicated in paragraph 4(1), you should collect it in the place where you placed it.
7. Orders placed as indicated in paragraph 4(2–4) will be shipped to you.

#### **§ 4**

1. Orders for philatelic subscriptions placed at post offices by individual customers are taken using form 110, enclosed as Appendix 1D to the Terms and Conditions.
2. Group orders from associated philatelists and business entities placed at post offices are taken using form 109, enclosed as Appendix 1C to the Terms and Conditions.
3. For group orders placed by associated philatelists, the form referred to in paragraph 2 has to bear the stamp of the Circle of the Polish Philatelists Union (Koło Polskiego Związku Filatelistów) or the basic unit of another association and has to be certified by the Management of the Division/Branch of the Polish Philatelists Union (Okręg/Oddział Polskiego Związku Filatelistów) or the management of another association, respectively. Orders should be signed by the President of the Polish Philatelists Union or another association.
4. Business entities place orders for philatelic subscriptions using form 109, as referred to in paragraph 2. Orders must bear the company stamp and the signature of the company owner or the person authorised to sign contracts complete with a name stamp.
5. A philatelic subscription order taken at a post office and signed by you, confirmed by an employee of Poczta Polska with a date stamp or company stamp and a signature of the employee, is the confirmation of the contract concluded by and between Poczta Polska and you. After concluding the contract, you will receive the subscription receipt as per the template included in Appendix 1B to the Terms and Conditions.

#### **§ 5**

1. To order the philatelic subscription via the online philatelic store, you need an account at the online philatelic store of Poczta Polska 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](http://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 automatically generated 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 fee and subscription deposit referred to in § 8 and § 9.
5. The period to make the payments indicated in the order summary will be 14 business days from receipt of the summary by subscriber, excluding the online payment referred to in paragraph 4.

## **§ 6**

1. If you place the order in one of the forms indicated in § 3(4)(2–4), the Customer Service Section will deliver a summary of the order to you within 5 calendar days from its receipt, using the same form that was used by you to place the order. The summary will contain the following information:
  - 1) subscription group, number of subscription units and subscription period of your choosing;
  - 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 item 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 is PLN 4.92 (incl. VAT) per subscription unit, and it is collected when you place the order, subject to paragraphs 4, 5 and 7.

2. The subscription fee does not include the price of the philatelic items, is not regarded as a down payment and is non-refundable, subject to § 20(5).
3. Value added tax (VAT) has been added to the subscription fee at the applicable rate.
4. You will be exempt from the subscription fee in the following situations:
  - 1) if you place an order for at least 10 entire subscription units of group A issued during the calendar year; and
  - 2) if you collect the subscription units you have ordered as indicated in item 1.
5. If you meet the conditions specified of paragraph 4, you will be exempt from the subscription fee for all other subscription groups (E, S, C and D), regardless of the size of the order, for all future subscription orders during the particular calendar year.
6. If you are exempt from the subscription fee, you will receive:
  - 1) stamps in sheets or fragments of sheets;
  - 2) FDCs, postcards and postal stationery in the uncollected form.
7. If you choose not to order some of the subscription units indicated in paragraph 4(1):
  - 1) the subscription fee you have to pay will be collected from you when you collect the order for the subsequent quarter – for orders placed at a post office;
  - 2) the subscription fee you have to pay will be included in the subscription summary for the subsequent quarter – for orders placed as indicated in § 3(4)(2–4).
8. If you choose not to collect the part of the subscription regarding which you are exempt from the subscription fee, you will receive the designated subscription units.

## **§ 9**

1. A fixed deposit is collected with orders for philatelic subscriptions of subscription groups E and D:
  - 1) for the subscription of cancelled postage stamps (group E)
    - PLN 20 per subscription unit;
  - 2) for the subscription of commemorative cancellations (group D)
    - PLN 30 per subscription unit.
2. Your payment of the subscription deposit is recorded by the employee of the post office in the subscription receipt issued to you, enclosed as Appendix 1B to the Terms and



Conditions. The deposit remains at the office taking the order until you collect all items included in the philatelic subscription.

3. The subscription deposit will not be refunded to you if you do not collect all of the philatelic items you have ordered, subject to § 20(5).
4. After you collect all philatelic items of groups E and D, the subscription deposit may be:
  - 1) refunded to you:
    - a) in cash – for orders placed at post offices;
    - b) by transfer order to your indicated bank account or by postal order to your indicated address – for orders placed as indicated in § 3(4)(2–4);
  - 2) left on your account to be considered towards the subscription for the following year or 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 at post offices.

## **§ 10**

1. Subscription fees and deposits for the order for the philatelic subscription indicated in § 8 and § 9 should be paid:
  - 1) for subscriptions ordered at a post office – using one of the forms of payment available at the post office;
  - 2) for subscriptions ordered from the DOZ – by transfer to the bank account indicated in the summary of the philatelic subscription order;
  - 3) for orders placed at the philatelic online store – by bank transfer or via the payment gateway available at the online store.
2. Payments from domestic subscribers will be accepted in Polish zlotys (PLN).
3. For mail subscriptions, payments from international subscribers will be accepted in Polish zlotys (PLN), euros (EUR) or US 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 in a currency different from that of the currency account, your payment will be converted to the relevant currency by the bank operating the account, and the costs of this will be borne by you.

## **IV. PHILATELIC SUBSCRIPTION DELIVERY**

### **§ 11**

1. The philatelic subscription is delivered through delivery of the philatelist items to you – for orders placed as indicated in § 3(4)(2–4) – or through collection of the philatelic items by you at the post office where you placed your order.
2. The items will be delivered to subscriber or collected by subscriber in four quarterly stages, upon the end of each quarter of the particular year. The delivered items will be the items issued in the given quarter of the particular year.
3. Within 30 working days following the end of each quarter – if you have placed the order in the form indicated in § 3(4)(2–4) – 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 the particular year;
  - 2) amount of the fees (incl. VAT) for the package containing the philatelic items, if any;
  - 3) information about the method and time limit for making the payments referred to in items 1 and 2.
4. The summary referred to in paragraph 3 will be submitted in the same form that was used by you to place the order.

### **§ 12**

1. Fees for the delivered philatelic items to subscriber will be determined as follows:
  - 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 plus 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 plus 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 of 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 plus 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 post offices and the DOZ always issue a sale document for the adopted fees for philatelic items and fees for the delivery of philatelic items:
  - 1) for individual customers – specification or invoice (in accordance with your instructions);
  - 2) for business entities – invoice.

### **§ 13**

1. If you meet the requirements for subscription fee exemption set forth in § 8 of the Terms and Conditions, you will receive a 5% discount on the value of the purchased philatelic items of all subscription groups, subject to paragraph 3.
2. The discount also applies to any additional subscription orders you place for full subscription groups.
3. The discount specified in paragraphs 1 and 2 does not apply to cancelled stamps.

### **§ 14**

Fees for philatelic items and fees for the delivery of philatelic items will be paid in one of the following forms:

- 1) by transfer to the bank account indicated in the summary of the philatelic subscription order – for the orders placed as indicated in § 3(4)(2–4);
- 2) in one of the forms of payment available at the post office, in cash or using a cashless payment instrument accepted at the particular post office.

### **§ 15**

1. For orders placed as indicated in § 3(4)(2–4), the period for payment of the price of the philatelic items and the fee for their delivery will be 14 business days from the time you receive the subscription summary referred to in § 11(3).
2. 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. In case of failure to meet the deadline specified in paragraph 1 or pay an amount lower than the amount indicated in the subscription summary, the DOZ will send you a notice indicating an additional payment period of up to 7 days.
4. The unsuccessful lapse of this additional period of payment will be regarded by Poczta Polska as withdrawal from the contract, of which you will be promptly notified by DOZ.

## **§ 16**

1. Within 5 calendar days from receipt of the fees indicated in the subscription summary, DOZ will send the philatelic items by mail to the address you indicate.
2. The fee for the delivery of philatelic items will be equal to the fee for an insured letter stipulated in the Price List for common services for domestic and international customers. In the case of countries that do not accept insured letters, the fee for the delivery of philatelic items will be equal to the fee for a registered package stipulated in the Price List for common services for domestic and international customers.
3. Each package is sent with a sales document – invoice or specification.
4. Each package will include the subscription specification.

## **§ 17**

1. In the case of philatelic subscription orders placed at post offices, the philatelic items should be collected by you or by a person you have authorised at the post office where you placed your order.
2. You or the person you have authorised will receive the subscription specification with the philatelic items.
3. Philatelic items should be collected at post offices within the following periods:
  - 1) subscription for the 1<sup>st</sup> quarter            by the end of June of the given year;
  - 2) subscription for the 2<sup>nd</sup> quarter            by the end of September of the given year;
  - 3) subscription for the 3<sup>rd</sup> quarter            by the end of December of the given year;
  - 4) subscription for the 4<sup>th</sup> quarter            by the end of March of the following year.
4. In special circumstances not attributable to Poczta Polska, the philatelic subscription collection dates may be delayed. The new collection date will be publicly announced through the placement of suitable information at post offices and online at: [www.filatelistyka.poczta-polska.pl](http://www.filatelistyka.poczta-polska.pl).

5. Orders for imprints of commemorative cancellations are processed by the DOZ in accordance with the following principles:
  - 1) imprints of commemorative cancellations are put on prepaid postcards, postcards with an affixed postage stamp and postal stationery with the denomination corresponding to the minimum payment for a regular unregistered letter in the S format weighing up to 500 g, as per the applicable Price List for common postal services for domestic customers, postcards and postal stationery are sold according to their selling price;
  - 2) where appropriate, commemorative postcards may be affixed with stamps with denomination other than specified in item 1, provided that their theme corresponds to the commemorative cancellation.
6. You may choose not to collect circulation-issue stamps and FDCs in the subscription. You should submit the request as follows:
  - 1) if you are collecting the subscription at a post office – when placing the order or upon collection of the philatelic subscription;
  - 2) for mail subscriptions – before the processing of the order is over.
7. Collection of the current quarter of the philatelic subscription is possible only after the entire philatelic subscription of the preceding quarter is bought.

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

### **§ 18**

1. If you are a consumer, Poczta Polska will be liable under the Consumer Rights Act and the Civil Code if the philatelic items do not conform to the order. If you are not a consumer, Poczta Polska will be liable under the principles specified in the Civil Code, subject to any 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 you are a consumer, and 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 consumers under the implied warranty will apply to defects found before the lapse of 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. RIGHT TO WITHDRAW**

### **§ 20**

1. If you are a consumer and you enter into a contract for the subscription as indicated in § 3(4)(2–4), you may withdraw from the contract within 14 days from the receipt of the first batch of philatelic items, for convenience and without any charge, excluding the charges referred to in paragraphs 4 and 6. A contract that has been withdrawn from will be considered 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 DOZ or by e-mail to: [filatelistyka@poczta-polska.pl](mailto:filatelistyka@poczta-polska.pl) or [philately@pocztapolska.pl](mailto:philately@pocztapolska.pl). To submit the notice, you may use the form enclosed as Appendix 1E to the 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 the following address: Poczta Polska Spółka Akcyjna, Dział Obsługi Zamówień, ul. Moritza 2, 20-900 Lublin. The above-mentioned time limit is not exceeded if the philatelic items are sent before its expiry.
4. The direct costs of returning the philatelic items will be borne by you.
5. If you withdraw from the contract, Poczta Polska will be obliged to refund all of your payments to you, including the following: subscription fee, subscription deposits, value of the philatelic items returned to Poczta Polska and fees for delivery of the philatelic items by Poczta Polska – subject to paragraph 6 – without undue delay, within 14 days from receipt of your contract withdrawal notice.
6. You will bear the extra costs if you choose a delivery method other than the regular, least expensive delivery method offered by Poczta Polska.

7. Poczta Polska S.A. will refund the fees you have paid using the same method as the one you used, unless you make an express request to receive the payment using another method, which does not incur any costs to you.
8. Poczta Polska S.A. will not refund your payments until it receives the returned philatelic items or until it receives proof indicating that they have been sent back, whichever is sooner.
9. If you send the withdrawal notice before receiving the order, your order will be cancelled.
10. You are 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.

## **VII. COMPLAINTS**

### **§ 21**

1. You may submit a complaint. The period during which you may complain that your philatelic items do not conform to the contract is 2 years from their delivery.
2. A complaint should be filed in writing, with indication of personal data and a description of the reason and subject of the complaint.
3. The complaint may be submitted:
  - 1) for orders placed as indicated in § 3(4)(1) – in writing at the post office where the order was placed;
  - 2) for orders placed in one of the forms indicated in § 3(4)(2–5) – by writing to the address of the Customer Service Section or by e-mail to: [filatelistyka@pocztapolska.pl](mailto:filatelistyka@pocztapolska.pl) or [philately@poczta-polska.pl](mailto:philately@poczta-polska.pl).
4. Poczta Polska replies to complaints within 30 days from receipt, subject to the second sentence. Consumers who request that their item be replaced or that a defect be removed or consumers who submit a request for price reduction, indicating the amount by which the price should be reduced, will receive a reply to their complaint within 14 days from its receipt by Poczta Polska.
5. The reply to the complaint will be provided in the same form as the complaint.
6. If no reply is provided to your complaint within the periods specified in paragraph 4, it will be deemed that your complaint has been admitted.
7. 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 groups; you will receive the missing item or undamaged item upon return of the damaged item.
8. If you are a consumer and your complaint is rejected, you may, retaining the right to bring legal action in court, try to resolve the dispute with Poczta Polska out of court – in particular, you may:
  - 1) file the case with the permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej);
  - 2) address the relevant Provincial Inspectorate of Trade Inspection with a request to initiate out-of-court consumer dispute resolution proceedings.
9. 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 you are a consumer and 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 (Urząd Ochrony Konkurencji i Konsumentów) at [www.uokik.gov.pl](http://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.
10. Consumers who placed their orders online may amicably resolve consumer disputes using the EU ODR internet platform available at: [www.ec.europa.eu/consumers/odr/](http://www.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.

## **VIII. PERSONAL DATA PROTECTION**

### **§ 22**

1. The Controller of your personal data will be Poczta Polska in Warsaw, with its registered office at ul. Rodziny Hiszpańskich 8, 00-940 Warszawa.
2. Contact details of the Data Protection Officer: Inspektor ochrony danych Poczty Polskiej S.A., ul. Rodziny Hiszpańskich 8, 00-940 Warszawa, e-mail: [inspektorodo@pocztapolska.pl](mailto:inspektorodo@pocztapolska.pl).
3. Your personal data will be processed pursuant to Articles 6(1)(b)(c) and (f) 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) (RODO), in order to provide the services referred to in the Terms and Conditions and in order to process complaints, comply with accounting and tax laws and laws concerning the exercise or defence of claims, and they may also be processed:

- 1) pursuant to Article 6(1)(a) of the GDPR – for marketing purposes, in particular to send commercial information originating from Poczta Polska, only upon your consent;
- 2) pursuant to Article 6(1)(a) of the GDPR – 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 your consent.
4. The extent of personal data processing will include the data concerning the natural persons for whom the duties specified in these Terms and Conditions are to be performed.
5. The source of the personal data will be the person who places an order for the philatelic subscription.
6. Your personal data processed pursuant to Article 6(1)(b) and (c) of the GDPR will be stored for the period required for financial and accounting documents in order to comply with obligations resulting from tax and accounting laws and for the exercise or defence of claims, personal data processed on the basis of Article 6(1)(f) RODO, will be stored until the statute of limitations for claims.
7. Your personal data processed pursuant to Article 6(1)(a) of the GDPR, i.e. based on your consent, will be processed until your consent is withdrawn, not longer than one year in which the order was complete. You may withdraw your consent at any time without affecting the lawfulness of processing based on your consent before its withdrawal. Withdrawal of consent can be done by emailing [biuro.filatelistyka@poczta-polska.pl](mailto:biuro.filatelistyka@poczta-polska.pl).
8. You have the right to access the data, object to their processing, rectify or delete them and restrict data processing as well as the right to data portability.
9. You have the right to complain to the supervisory authority, i.e. the President of the Personal Data Protection Office.
10. Providing your data is optional, but it is required in order to perform the activities specified in the Terms and Conditions.
11. Your data will be provided to subcontractors of Poczta Polska S.A. if the service is provided with involvement of a processor (operation of the ICT system).
12. Your personal data may be transferred to a third country in connection with the use of cloud solutions provided by Microsoft by admin pursuant to standard data protection clauses adopted by the European Commission, which can be found in the Online Services Terms Data Protection Addendum (DPA)

at: <https://www.microsoft.com/en-us/licensing/productlicensing/products.aspx>.

13. Specific information about personal data protection not included in the Terms and Conditions and arising from the GDPR can be found on the website of Poczta Polska:  
[www.poczta-polska.pl](http://www.poczta-polska.pl).

## **IX. FINAL PROVISIONS**

### **§ 23**

1. Provisions of the Terms and Conditions concerning the consumer's right to withdraw from the contract and the liability of Poczta Polska S.A. towards the consumer shall apply to a natural person signing a contract directly connected with his or her business activity if the contents of the contract indicate that the contract is not connected with the person's professional activity as indicated, in particular, by the subject of the person's business activity communicated pursuant to the provisions on the Central Register and Information on Economic Activity (Centralna Ewidencja i Informacja o Działalności Gospodarczej).
2. Matters not regulated in these Terms and Conditions will be governed by the generally applicable law, including, in particular, the Civil Code, the Consumer Rights Act of 30 May 2014 and the Act of 23 September 2016 on out-of-court resolution of consumer disputes.

### CONTRACT WITHDRAWAL FORM

(fill in and send this form only if you wish to withdraw from the contract)

- Addressee: Poczta Polska Spółka Akcyjna, Dział Obsługi Zamówień, ul. Moritza 2, 20-900 Lublin, by e-mail: [filatelistyka@poczta-polska.pl](mailto:filatelistyka@poczta-polska.pl)

- I/we<sup>(\*)</sup> hereby inform<sup>(\*)</sup> about my/our<sup>(\*)</sup> withdrawal from the contract for philatelic subscription of philatelist items of group ..... for the following period

.....

- Date of collection .....

- First name and last name of the Consumer(s)

.....

- Address of the Consumer(s) .....

- Signature of the Consumer(s) (only if the form is sent in the paper form):

.....

- Date .....

(\*) Delete as appropriate