

BeActive Voucher Regulations

These BeActive Voucher Regulations (hereinafter referred to as the "Regulations") specify the terms and conditions of purchase and use of the BeActive Voucher, confirming the right of its holder to use fitness services provided by Instytut Rozwoju Fitness sp. z o.o. with its registered office in Warsaw, ul. Puławska 427, 02-801 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS no. 0000431424, NIP (Tax Id. Number): 7010352371, REGON (National Business Registry Number): 146273733, share capital of PLN 3,125,000 (hereinafter referred to as the "Operator"), under the BeActive program.

1. As a general rule, the BeActive Voucher is offered to persons who wish to acquire for a third party the right to use the gym and fitness services ("Fitness Services") offered by the BeActive fitness clubs. Fitness services are provided by the Operator's partners. The list of fitness clubs that accept the BeActive Voucher is available on the website at the address: <https://www.ebeactive.pl/> (hereinafter referred to as the "Website") in the "OUR CLUBS" tab.
2. The BeActive Voucher ("Voucher") entitles the holder ("Entitled Person"), after his/her registration, to use Fitness Services under the terms and conditions specified in these Regulations and, to the extent not regulated, under the terms and conditions specified in the Regulations of the BE ACTIVE PROGRAM, at the price and for the time indicated by the person purchasing the Voucher, in accordance with the current Operator's offer (hereinafter referred to as the "Offer") available on the Website.
3. The Voucher may be purchased through the Website by a natural person having at least limited legal capacity and being over 16 years of age - hereinafter referred to as the "Purchaser".
4. On the terms specified in these Regulations and in accordance with the type of current Offer selected by the Purchaser, the Purchaser concludes an agreement with the Operator (hereinafter referred to as the "Agreement") for the provision of Fitness Services to the Entitled Person (third party). Under the Agreement, the Entitled Person may use Fitness Services based on the Voucher, after prior registration.
5. Only natural persons between 16 and 26 years of age, having at least limited legal capacity, being a pupil or a student, having a valid school or student ID card, using the Voucher for purposes not directly related to their economic or professional activity may be the Entitled Person. Employees of fitness clubs under the BeActive program can control the Entitled Person's right to use the Fitness Services due to the age and status of a pupil or student specified in the Regulations, including the right to request from the Entitled Person presenting a school or student ID card. If a valid document is not presented or if a fitness club employee establishes that the Entitled Person are not at the age specified in the Regulations, the Entitled Person

- may be prohibited to access the fitness club and the Voucher may be blocked.
6. In order to register his/her Voucher, the Entitled Person should enter the Website and select the "Voucher" option in the "Offer" tab and then indicate the number of the Voucher and the personal data indicated in the Voucher registration form.
 7. In order to purchase the Voucher, the Purchaser must visit the Website, click on the "OFFER" tab, select the "Voucher" option in one of the listed variants, and then follow the instructions displayed there. If the Purchaser holds a BeActive Card, the Purchaser shall provide the e-mail address and password and fill in the standard order form for the BeActive agreement. If the Purchaser has not previously been a BeActive Card user, the Purchaser creates a new user account on the Website, following the instructions on the Website. The person purchasing the Voucher then transmits the order to the Operator by clicking on the "Order and Pay" button in the order summary.
 8. The Operator immediately confirms the fact of receiving the order and at this moment the Purchaser concludes the Agreement for the use of the Voucher.
 9. The Purchaser of the Voucher makes payment for the Voucher by electronic means through the Internet service of the PayU transfer of payments, kept by PayU S.A. with its registered office in Poznań (KRS no.: 0000274399). In order to make a payment, the Purchaser should read and accept the regulations made available by the payment operator beforehand. To confirm the payment for the Voucher the Operator will always issue an invoice in electronic form, which will be available to the Purchaser after logging in to the customer account.
 10. The Voucher in the form of a plastic card will be issued to the Purchaser in accordance with the delivery option chosen by the Purchaser, as specified in the order, but no later than within 3 working days from the date of conclusion of the Agreement.
 11. The Voucher should be registered by the Entitled Person within 30 days from the date of concluding the Agreement by the Purchaser. After the expiry of the period referred to in the previous sentence, the Voucher shall expire and may no longer be registered. The Entitled Person may use the Service from the date of registration of the Voucher until the expiry of the period for which it was paid for, in accordance with the Offer selected by the Purchaser.
 12. The Voucher may only be registered once. Subsequent attempts to register the Voucher by a person other than the Entitled Person will not be effective.
 13. From the moment the Voucher is registered by the Entitled Person, the Voucher becomes a document containing the name, which may be used only by the Entitled Person that has duly registered. The Voucher may not be rented or otherwise transferred to a third party for use by that third party to receive Fitness Services, once it has been registered by the Entitled Person. A breach of the prohibition referred to in the preceding sentence by the Entitled Person shall be treated as a gross breach of the Agreement, entitling the Operator to refuse to provide Fitness Services and block the Voucher, without the right to claim any compensation by the Entitled Person.

14. The Operator reserves the right to conduct periodic promotional campaigns, which may also be appropriate for Vouchers, if it is clear from the terms and conditions of the promotional campaigns. In the event of any conflict between the terms and conditions of a given promotion and these Regulations, the terms and conditions of such promotion shall prevail.
15. The controller of personal data of the Purchaser and the Entitled Person is the Operator. The provision of personal data by the Purchaser during the order placement process and the provision of personal data by the Entitled Person during the registration process is voluntary, but necessary for the use of Fitness Services with the Voucher. The Purchaser and the Entitled Person have the right to inspect the content of their data and correct it in accordance with the Personal Data Protection Act of 29 August 1997.
16. In terms of organization and order, the Entitled Person is obliged to comply with the provisions of the REGULATIONS OF THE BE ACTIVE PROGRAM, available on the Website.
17. The provisions of the REGULATIONS OF THE BEACTIVE PROGRAM shall apply to all matters not covered by these Regulations.
18. The Regulations enter into force on 27.11.2017.