

WATA mobile application regulations (Watt Accumulation Target Application)

§ 1 . Definitions

1. **Participant** - means a natural person possessing at least limited legal capacity, who has reached the age of 16, using on the terms and conditions specified in the Program training equipment of the Sports Art brand from the ECO-POWR series.
2. **Organiser** - means the entrepreneur of IMG S.A. with its registered office in Gdynia, ul. Strzelców 40 lok. 25, 81 - 586 Gdynia, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, under KRS No.: 0000367238, NIP: 7010264454, REGON: 142621752, share capital of PLN 100,000.00 (paid up in full), being a distributor of Sports Art brand training equipment from the ECO-POWR series, owner of the Application and administrator of personal data of Participants, processed for the purposes of participation in the Program.
3. **Application** - means a mobile application called Watt Accumulation Target Application (WATA) used to operate the Program, in particular to register the Participant in the Program, save Wh electrical energy generated by the Participant, convert generated Wh electrical energy into points in the Program and generate codes for the receipt of Prizes, which the Participant can download and install on its terminal device with Internet access.
4. **Partner** - means one of the entities participating in the Program under a separate agreement with the Organizer, in particular the operator of a fitness club chain, in which the Participant can practice on Sports Art brand training equipment from the ECO-POWR series. The current list of Partners is available in the Application and on the website: www.wata-app.com. The Partner is responsible for the implementation of the Prizes provided for in the Program for Points earned by the Participant.
5. **Program** - means a loyalty program under which Participants are rewarded by a given Partner, and respectively - may also be rewarded by the Organizer within Special Actions, for using Sports Art brand training equipment from the ECO-POWR series, available in the Objects.
6. **Facility** - means a place, **especially a** fitness club, run by a Partner, where the Participant can use Sports Art equipment from the ECO-POWR series and earn Points in the Program. The current list of Facilities is available on the website: www.wata-app.com.
7. **Club Wallet** - means the functionality of the Application designed to record the Points earned by the Participant in the Partner's Objects. There is a separate Club Wallet for each Partner to collect Points.
8. **Points** - means the settlement units granted to the Participant for the Wh electrical energy generated by him/her, entitling him/her to receive the Prizes on the terms and conditions set forth in the Regulations and in the Proposal.
9. **Offer** - means the special terms and conditions of the Program, separately agreed by a given Partner, on which the Participant can exchange points for Nations.
10. **Prize** - means a tangible or intangible form in which the Partner gratifies the Participant for Points earned in the Program. Prizes may include prizes in kind, discounts and vouchers awarded by the Partner.
11. **Catalogue of Prizes** - means a collection of Prizes that a given Partner has provided for Participants in the Program.
12. **Special Shares** - means separately determined by the Organiser, special terms of the Programme, on which the Participant may exchange the Points for Nations called by the Organiser.
13. **Terms and Conditions** - means these Terms and Conditions of the WATA mobile application (Watt Accumulation Target Application).

§ 2 General provisions

1. The aim of the Programme is to promote a healthy lifestyle model, take care of the natural environment and increase ecological awareness of the Participants by encouraging them to use environmentally friendly Sports Art machines from the ECO-POWR series.
2. According to the assumptions of the Program, Participants are rewarded by the Partners, and can also be rewarded by the Organizer in the framework of Special Actions, for using the training machines from the ECO-POWR series during exercises in the Facility. Based on the latest technology, the kinetic energy generated by the participants of the training using the training machines from the ECO-POWR series is converted into electricity, which, by means of special micro-inverters, is directly fed into the internal electrical system of the Partner's Facility.
3. The program starts on 25.09.2019 and will last until its cancellation by the Organizer.
4. The programme is nationwide and covers all the facilities in which the Participants can use the Sports Art brand training machines from the ECO-POWR series. The current list of the Facilities covered by the Programme is available in the Application and on the following website: www.wata-app.com.
5. Employees of the Organizer or the Partner, including persons employed on the basis of a contract of mandate, a contract for specific work or other civil law contracts for cooperation, as well as their closest relatives, may not participate in the Program. The closest person for the purposes of these Regulations is: a spouse, ascendant, descendant, sibling, affinity in the same line or degree as the employee, a person in an adoption relationship and his spouse, as well as a person in common life.
6. Participation in the Program is tantamount to acceptance of these Terms and Conditions and commitment to comply with its provisions.
7. Membership in the Program and use of the Application is free of charge.

§ 3 Terms and conditions of joining and participating in the Program

1. Pursuant to the terms and conditions specified in these Regulations and subject to the conditions specified for a given Offer, the Participant, while exercising on the Sports Art branded training machines of the ECO - POWR series, generates Wh electrical energy, which may then be saved and converted into Points in the Program.
2. Registration and conversion of the electric energy generated by the Participant during exercises on the training equipment of the ECO-POWR series is performed using the functionality of the Application, i.e. the Participant connects using the Application installed on his/her electronic terminal device (smart phone, tablet, etc.) with the training machine of the ECO-POWR series in the Facility, and then the Application saves the generated Wh electrical energy and converts it into Program Points, which are saved in the Participant's account in the relevant Club Wallet.
3. In order to join the Programs, it is necessary to download the Application and install it on the Participant's terminal device, fill in the registration form in a correct and complete manner and accept these Terms and Conditions.
4. The Participant registers in the Program through the Application. During registration, the Participant follows the instructions provided by the Application, within the framework of which it is obliged in particular to provide the required personal data, including its e-mail address, as well as to establish a login and password. The Participant will establish the password upon registration in the Program. The Participant's password should be at least 8 characters long, contain lower and upper case letters and digits or special characters. It is recommended that you change your password periodically.

5. The condition for joining the Program is the acceptance of these Regulations, which the Participant makes by selecting the selection button with the appropriate statement in the summary of registration.
6. As soon as the Participant clicks on the selection button "Register", the Organiser will automatically send to the Participant's e-mail address specified in the form of the confirmation of acceptance of the application along with a link to activate the Participant's account in the Application. When the Participant clicks on the confirmation link received from the Organiser, the Participant's account in the Application is activated and the Participant is registered in the Programme.
7. The participant is obliged to provide his/her personal data in accordance with the truth, accurate, current and not misleading.
8. If it turns out that the Participant in the registration process provided data in breach of the provisions of paragraph 7, the Organiser will have the right to block the Participant's participation in the Program until the Participant corrects or supplements the Participant's personal data.

§ 4 The rules of awarding Points in the Programme

1. The Participant may collect points for Wh electrical energy generated from the moment of registration in the Program, on the terms specified in these Terms and Conditions and in the Offer.
2. Points are awarded only for Wh electrical energy generated by the Participant on the training machines from the ECO-POWR series located in the Facilities.
3. For each Partner there is a separate Club Wallet of the Participant.
4. Points collected by the Participant are each time recorded in the Club Portfolio appropriate for the Partner in whose Facility the Wh electrical energy has been generated.
5. Points collected by the Member in the Club Portfolio can be exchanged for Prizes provided for in the Program by the Partner to whom the Club Portfolio has been assigned.
6. Points accumulated by a Member in the Program within the Club Portfolio assigned to one Partner cannot be combined with points accumulated within the Club Portfolio assigned to another Partner.
7. The current status of a given Club Wallet is displayed in the Member's account created in the Application.
8. Points collected within the Program may be used only in the manner specified in these Terms and Conditions and in the Offer. Points collected under the Program are not convertible into money, may not be sold or otherwise transferred to a third party. It is unacceptable for a Participant to transfer Points to an account belonging to another Participant.
9. Points are awarded within the Program in such a way that for each 1 Wh electrical energy generated by the Participant during exercises on the Sports Art brand training machines from the ECO-POWR series in the Partner Facility, the Participant's wallet created for this Partner is increased by 1 Point, subject to the provisions of paragraphs 10 - 14.
10. The level of participation in the Program may vary depending on the frequency of exercises on the ECO-POWR series training machines and the associated total amount of Wh electrical energy (Status) generated. The higher the Status in the Program, the more advantageous it will be for the Member to convert the generated Wh electrical energy into Points and to grant additional benefits temporarily offered by the Organizer or the Partners in the Offer.
11. Subject to the provisions of paragraph 14, a Participant may achieve the following standard statuses within the Program:
 - 1) **brown** - awarded for generating a minimum of 5 Wh electrical energy for 5 days in a row,
 - 2) **silver** - awarded for generating by the Participant at least 8 Wh electrical energy for 8 days of training in a row,

- 3) **gold** - awarded for generating at least 10 Wh electrical energy by a Participant for 8 days of training in a row.
12. If the Member reaches the Status:
- 1) **Bronze** - Points awarded within the scope of the Wh electrical energy Programme generated by the Participant during peak hours will be multiplied **by 2.**
 - 2) **silver** - Points awarded under the Scheme for electricity Wh generated by the Participant during peak hours will be multiplied **by 2.5.**
 - 3) **gold** - Points awarded under the Programme for Wh electrical energy generated by the Participant during peak hours will be multiplied **by 3.**
13. For the purposes of the Program, the "peak hours" will be the working hours of the Facility indicated as such by the Partner. The Participant will be informed about the rush hours applicable in the Partner's Facilities through the Application; this information will also be available directly in the Partner's Facilities.
14. The Organizer reserves that Partners may determine for their Facilities more favorable rules for converting generated Wh electrical energy into points within a given Offer. In case of coincidence between the more favorable point conversion rates offered by the Organizer for each Status with the more favorable point conversion rates offered by the Partner for a given Offer, these conversion rates do not add up, and the most favorable conversion rate for the Participant will apply, regardless of the conditions entitling to grant individual, more favorable point conversion rates.
15. Points in the Program will be awarded only for Wh of electricity actually generated by the Participant. In case of a discordance between the Wh of electricity, actually generated by the Participant under the rules set out in the Regulations, and the points that have been awarded to the Participant, in particular as a result of falsification of the measurement results of the Wh generated of electricity by the Participant, the Organizer may make an appropriate correction, in accordance with the actual state.

§ 5. Prizes

1. The points collected within the Program can be exchanged for Prizes indicated in the current Catalogue of Prizes of a given Partner. Each Prize has a specific value expressed in Points. In order to be eligible for the Prize, the entrant must accumulate the number of Points required to receive the Prize in the Program.
2. When exchanging Points, the Participant is entitled to select any Prize available to the Participant from the current Partner's Catalogue of Prizes.
3. The Points Value of Prizes may be updated in the course of the Programme, provided that this does not deprive the Participant of previously acquired rights. This means that an increase in the value of the Prize, after the Participant has exchanged the Points for the Prize at an earlier value, does not affect the possibility of collecting the Prize, nor does it result in the Participant being obliged to supplement the difference in Points.
4. Points collected by the Participant within a given Club Portfolio can only be exchanged for Prizes provided for in the Catalogue of Prizes offered by the Partner to whom the Club Portfolio has been assigned. This means that the Member may not accumulate points earned in the Facilities of different Partners or save points in any Club Wallet.
5. The catalogue of Prizes, from which the Participant can select the Prize and purchase it for Points earned in the Program, is available after clicking on the "Club Portfolios" tab in the Application and selecting the Club Portfolios appropriate for the given Partner.
6. Detailed rules for the receipt and implementation of Prizes provided for in the Programme are defined by the Partner who offers them. The Organizer reserves the right to limit its liability to the

provision of appropriate software (Application) to save Wh electrical energy generated by the Participant and convert such Wh into Points, and to exchange Points collected by the Participant for Prizes offered by the Partner, subject to the general terms and conditions set forth in these Terms and Conditions and subject to the terms and conditions of each Partner's Offerings.

7. Through the Application, the entrant will also be able to generate a receipt code for the Prize.

§ 6 Special Campaigns

1. The Organiser reserves the right to organise Special Campaigns within the scope of which it may independently grant additional Prizes to participants for meeting certain conditions, in particular for the frequency of training and the amount of electric energy generated by Wh Participant using Sports Art brand training machines from the ECO-POWR series.
2. Detailed rules concerning Special Campaigns will be defined by the Organiser in separate regulations.
3. Participants will be informed about Special Campaigns via the Application or by e-mail to the e-mail address provided during registration.

§ 7 Rules of using the Application

1. This paragraph specifies the conditions under which a Participant may use the Application for iOS and Android devices, while constituting a regulation within the meaning of Article 8 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended).
2. The distributor of the Application is a company under the name Organizer (hereinafter also referred to as the "**Application Distributor**").
3. The Application may be used by Program Participants organised by an Application Distributor (Organizer).
4. In order to use the Application, the Participant must have a mobile device (smart phone, tablet, etc.) with Internet access. The costs of Internet connection are charged to the Participant in accordance with the agreements concluded by the Participant with the telecommunications operator.
5. For proper and effective use of the Application, the Participant must have a mobile device with at least the iOS operating system version 12.0 or Android version 5.0.
6. The application can be downloaded from the online store: AppStore (for iOS) and Google Play (for Android). Downloading and installing the Application from sources other than those indicated in the preceding task constitutes a breach of the Terms and Conditions.
7. The services provided through the Application consist of
 - 1) enabling the Participant to collect Wh-Points for electricity generated by the Participant during exercises on a Sports Art brand training machine from the ECO-POWR series,
 - 2) generating codes for the receipt of Prizes, which the Participant will be able to apply for after meeting the conditions specified in the Rules or the Offer - the codes will be read by the staff of the Partners, whose services the Participant uses, through an appropriate electronic device, which will serve to confirm that the Participant meets the conditions for the receipt of the Prize,
 - 3) inform you of the products and services offered by your Application Distributor or Partner.
8. The download and use of the Application is free of charge.

9. The Application and all materials, information and layout of the presented content, including logos, graphic elements and trademarks, are subject to exclusive rights of the Application Distributor or its partners, are subject to legal protection and may not be used by the Participant in any manner other than as provided for in these Terms and Conditions.
10. In order to use the functionality of the Application, the Participant must first register with the Program through the Application. During the first activation of the Application, the Participant will set up an individual Participant's account, where it will provide the required personal data and confirm that it has read and accepted the provisions of these Terms and Conditions.
11. Launching and logging in to the Application is necessary to use the functionality of the Application.
12. The Participant is obliged to provide its personal data in accordance with the truth, accurate and current and not misleading during registration, to update this data in case of its change, as well as to keep the password for logging in to the Application secret and not to make it available to other persons.
13. The Participant is obliged to use the Application in a manner that does not interfere with its operation, is not burdensome for other Participants and the Application Distributor, and respects the personal rights of third parties, as well as to the extent permitted by these Terms and Conditions.
14. The Participant may not provide unlawful content in the Application.
15. If it is determined that a Participant is in breach of any of the actions deemed prohibited by these Terms and Conditions, the Application Distributor may take any legal measures, including limiting the Participant's ability to use the Application.
16. You may stop using the Application at any time by removing it from your mobile device.
17. The Participant may terminate the Agreement to provide electronic services under the terms and conditions set forth in these Terms and Conditions, i.e. to maintain the Participant's account in the Application and to provide access to the functionalities of the Application, at any time by sending the Participant a notice of termination using the contact form available on the Organiser's website: www.wata-app.com or by sending a message to the Organizer's e-mail address: eko@gogreenclub.pl, and by sending a notice of termination to the postal address: Biuro IMG, Kowalska 8-9/7, 82-300 Elbląg, Poland.
18. In the event of termination of the Agreement for the provision of electronic services under the terms of paragraph 17, the Participant's account will be blocked by the Application Distributor within 5 days of receipt of the Participant's statement.
19. Updates to the Android and iOS operating systems may require you to update the Application. The Organiser shall notify Participants via the Application of the need to update. The Application Dealer does not guarantee the proper functioning of the Application unless the Participant has downloaded and installed on its device the update provided by the Application Dealer.
20. The application, with the prior consent of the Participant, has access to the following features and information about the Participant: camera, location, data connection and synchronization with the Apple Health application (for iOS devices, the application collects information about the Participant's physical activity), push notifications.
21. The Application Distributor reserves that the Application will not exchange any personal data of Participant with Apple's Health without the prior explicit consent of the Participant. The consent referred to in the previous sentence, the Participant give to the administrator of the transferred data (Apple Distribution International, based at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland, hereinafter "Apple" or another affiliate of Apple) in the relevant Health application settings. The consent given may be withdrawn by the Participant at any time. If the Participant agrees, referred to in the preceding sentences, the Application will interact with the Health application installed on an iOS device, and transfer the Participant's data to the Health application. It may result in a transfer of personal data to Apple servers located outside the European Union, whose security is ensured by the

personal data administrator (Apple). The participant can decide if and to what extent personal data will be exchanged between the Application and the Health application by granting or withdrawing the appropriate permits in the Health application settings. More information about the rules for processing personal data for the purposes described in the preceding sentences can be found in the Privacy Information of Apple Health application.

§ 8 Personal data

1. The Organiser (IMG S.A. with its registered office in Gdynia; hereinafter also "Controller") informs that it is the Controller - within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. on the protection of individuals 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 - hereinafter referred to as the "PDP") with regard to the personal data of Participants processed for the purposes of performance of the contract for the provision of services by electronic means (ensuring that Participants have access to the functionalities of the Application for the purposes of the Programme).
2. The Participant may contact the Controller in matters related to the processing of his/her personal data by sending correspondence to the postal address: Biuro IMG, Kowalska 8-9/7, 82-300 Elbląg, Poland and also at the following e-mail address: eko@gogreenclub.pl.
3. The Controller processes personal data of the Participant in order to:
 - 1) performance of an agreement for the provision of services by electronic means, under which the service of maintaining the Participant's account in the Application is provided and the service consisting in providing the Participant with access to the functionality of the Application (legal basis - Article 6(1)(b) of the RODO),
 - 2) to organise and implement the Participant's Programme (legal basis - Article 6(1)(a) of the RODO),
 - 3) in order to fulfil a legal obligation incumbent upon the Controller (legal basis - Article 6(1)(c) of the RODO) - such obligation may relate in particular to the storage of accounting records, pursuant to the principles referred to in Article 74(2)(4) of the Accounting Act of 29 September 1994 (Journal of Laws of 1994 No. 121, item 591, as amended),
 - 4) to the extent necessary for the purposes resulting from legally justified interests pursued by the Controller or by a third party (legal basis - Article 6(1)(f) of the RODO), for which the Controller considers in particular the processing of personal data for purposes:
 - a) statistical and analytical, e.g. selection of services for the needs of the Participant; optimization of products and services on the basis of comments on them, interest of the Participant, technical logs of applications, optimization of service processes on the basis of the course of sales and after-sales service processes, including complaints, etc,
 - b) archival (evidentiary) information to safeguard information in the event of a legal need to prove certain facts,
 - c) any determination, investigation or defence against claims that may arise from the Programme,
 - d) Participant Satisfaction Survey and determining the quality of Administrator service,
 - e) offer products or services to the Participant (direct marketing), including the selection of products or services to meet the Participant's needs through profiling,
 - f) offer the Participant products or services of companies cooperating with the Controller (especially Partners), e.g. in the form of discount coupons and loyalty programs,

- including the selection of products or services according to the Participant's needs by means of profiling,
within the scope specified in the Controller's analysis of justified interest.
4. The Controller may share personal data of the Participant with the following categories of recipients:
 - 1) subcontractors, i.e. entities whose services the Controller uses to process personal data, including
 - a) to accounting companies,
 - b) to law firms,
 - c) to IT companies,
 - d) to insurance company claims adjusters,
 - e) marketing agencies,
 - f) debt collection companies,
 - g) settlement agents dealing with handling non-cash payments made via the Internet,
 - h) courier and postal companies,
 - i) other service providers supplying the Controller with technical and organizational solutions enabling the implementation of the Program,
 - 2) independent customers:
 - a) to business partners whose offer complements the Controller's offer,
 - b) the Controller's business partners in the Program in which the Participant participates.
 5. The Controller does not transfer personal data of the Participant outside the European Economic Area.
 6. Personal data will be processed by the Controller only for the period necessary to achieve the purposes for which they were obtained:
 - 1) personal data obtained in order to perform the agreement for the provision of electronic services will be processed for the duration of the Program, and after its expiry until the termination of this agreement by the Participant or until the Controller decides that the purpose for which the data were obtained has become obsolete,
 - 2) personal data collected in order to organize and carry out the Program will be processed for the duration of the Program, and after its expiry for the end of the calendar year in which the Program will end, unless the Participant withdraws its consent to process personal data for this purpose or the Controller decides that this purpose has become obsolete,
 - 3) personal data obtained in order to realize the Controller's justified interests will be processed for the duration of the Program, as well as for the period of limitation of any claims that may arise from the Program,
 - 4) personal data obtained for the purposes of direct marketing of the Controller's products or services will be processed until the Participant objects to the processing of data for this purpose, and if the Controller processed the data on the basis of the so-called marketing consent or on the basis of another separate consent of the data subject required by law to the processing of their data - until the revocation of this consent or until the Controller determines that the purpose for which the consent was received has become outdated,
 - 5) data obtained in order to fulfil the legal obligation, the Controller will process the data for the duration of the Programme, and after its expiry, the data will be processed - in case it is applicable to a given Participant - for the period of storing accounting evidence required by law (5 years from the beginning of the year following the financial year in which operations, transactions and proceedings were finally completed, repaid, settled or time-barred, in accordance with the provisions of Article 74 paragraph 2 point 4 of the Accounting Act of 29.09.1994).

7. The Participant has the following rights:
 - 1) the right to access their data and to receive a copy thereof,
 - 2) the right to rectify (correct) their personal data,
 - 3) the right to delete personal data if there are no grounds for processing them by the Controller,
 - 4) restrictions on data processing,
 - 5) the right to object to the processing of data,
 - 6) the right to data portability,
 - 7) the right to lodge a complaint with the supervisory authority,
 - 8) the right to withdraw consent to the processing of personal data, while the Controller informs that the withdrawal of consent does not affect the legality of the processing performed on the basis of this consent prior to its withdrawal.
8. Providing personal data for the purpose of:
 - 1) entering into an agreement to maintain the Participant's account in the Application as well as to organize and carry out the Program - is a condition for the Participant to participate in the Program; if the Participant fails to provide personal data for this purpose, the Participant will not be able to participate in the Program,
 - 2) The Participant may refuse to provide personal data for this purpose, which does not affect the possibility to join the Program; however, the lack of consent will prevent the Participant from sending the commercial information to the Participant via the aforementioned channels of communication.
9. The Controller informs that the Application uses the mechanism of "cookies", which are stored by the Administrator's server on the hard drive of the Participant's terminal device (e.g. smart phone, tablet) when the Participant uses the Application.
10. The use of cookies is intended to improve the operation of the Application on the Participant's terminal device. This mechanism does not destroy the final device and does not change the configuration of this device or the software installed on it. Cookies are not intended to identify the Participant by the Controller.
11. The Controller uses "cookies" for the following purposes:
 - 1) memorizing information about the terminal equipment,
 - 2) verification and development of its offer,
 - 3) statistical purposes.
12. Participant can at any time disable the mechanism of "cookies" in the browser of his/her end device, on the terms described by the operator of the browser. The Controller informs, however, that disabling "cookis" files may cause difficulties or prevent the use of the Application.

§ 9. Complaints

1. In case the Participant finds a discrepancy in counting the generated Wh to Points or other irregularities related to the implementation of the Programme or the operation of the Application, the Participant may file a complaint in electric form using the functionality of the Application provided for this purpose - after the Participant selects the appropriate option, the Participant will be automatically redirected to the Organiser's website with the appropriate contact form. Irrespective of the provisions of the preceding sentence, the Participant may also file a complaint by sending a message to the following e-mail address of the Organizer: eko@gogreenclub.pl.
2. Complaints will be considered by the Organizer without undue delay, but not later than within 30 days from the date of their receipt, and the answers given to the e-mail address provided by the Participant during registration in the Program.

§ 10 Final provisions

1. The Organizer reserves the right to introduce changes to the Regulations. Participants will be notified of changes in the Regulations by the Organizer at least 7 days in advance. Changes will not affect any rights previously acquired by the Participant.
2. The Organizer may suspend or terminate the Program at any time without giving any reason, and this will not affect any rights previously acquired by Participants.
3. The Regulations of the Program are valid from 01.02.2020.