

RULES for using BenefitLunch Cards

1. The BenefitLunch Card (hereinafter: "**Card**") can be obtained only in relation to the participation in the BenefitLunch programme (hereinafter: "**Programme**") offered by MyBenefit Sp. z o.o. (hereinafter: "**MyBenefit**"). The Card may be offered in the option involving a monthly limit of visits, recorded on the card (hereinafter: "**Volume Card**").
2. The Card authorises a user of the Programme (hereinafter: "**User**"), during its validity period, to use facilities of Partners of MyBenefit (hereinafter: "**Partners**") identified for the particular Card at: <https://www.benefitsystems.pl/en/for-you/benefitlunch/>.
3. The Card is registered and cannot be made available to third parties. Trading in or disposing off the Card in any way to a third party shall be prohibited. The Users shall be prohibited to use Cards to generate profits. The User can hold just one Card.
4. Personal data of the Card Users shall be processed in accordance with applicable regulations, within the scope necessary to provide the service within the framework of the Programme, based on legitimate interest of MyBenefit. Detailed information on the processing of personal data is available at: <https://www.benefitsystems.pl/en/mybenefit-privacy-policy/>.
5. Questions pertaining to the protection of personal data shall be submitted by e-mail to info@benefitlunch.pl; in the message subject, please put "BenefitLunch – personal data;" by telephone at 22 242 48 50 or by post, to the address of MyBenefit: Powstańców Śląskich 28/30, 53-333 Wrocław, with the "BenefitLunch – personal data" note.
6. Cards are ordered voluntarily and the participation in the Programme is voluntary, which means that the User on his/her own takes the decision to register for the Programme. The User shall be entitled to resign from the service, in accordance with principles described in the agreement concluded with the client (the User's employer), who enabled the User to use the Programme (hereinafter: "**Client**"). Withdrawal from the Programme shall mean that the Card of this User would be deactivated as of the end of the current settlement period identified in the agreement concluded with the Client.
7. In order to use the services provided by the Partner, the Card holder shall be obliged in each case to present the Card and the Identity document. In some facilities, the User shall be additionally obliged to put his/her signature or initials to confirm the visit, or to confirm the visit in any other way required by the particular Partner. The Identity document is a document allowing authentication of the User including the first name and the surname, as well as a photograph, issued by a public administration authority (in particular ID card, passport, residence card, driving licence), professional self-government (professional ID card) or a university (student ID). Office ID cards are not identity documents.
8. In case of using the "Delivery by phone," the Card holder shall be obliged to provide the Card number, as well as the Client name and delivery address when placing the order with the Partner.
9. The User shall be authorised to use the Card once a day on every working day – from Monday to Friday, excluding public holidays, vacation and sick leave days, during the hours, when services are offered by the Partner. In case of the **Volume Card**, the User shall be authorised to use the Card once a day on every working day - from Monday to Friday, excluding public holidays, vacation and sick leave days, during the hours, when services are offered by the Partner, in accordance with the monthly visit limit recorded on the Card.
10. The User shall be entitled to use only the services available based on the Card and listed at <https://www.benefitsystems.pl/en/for-you/benefitlunch/>, and to this end, the User shall familiarise himself/herself with the services/sets available, before using the service provided by the particular Partner. In order to ensure the Users' satisfaction, MyBenefit suggests prior calling the Partner in order to check availability of the service.

11. The User can make a complaint to MyBenefit with respect to using the Programme or ordering the Cards. The complaint can be made in electronic form and sent to: info@benefitlunch.pl, or in written form and sent to the address of MyBenefit: Powstańców Śląskich 28/30, 53-333 Wrocław, with the "Complaint – BenefitLunch Card" note. In the complaint, the User shall include his/her first name and surname, Card number and description of the problem, as well as activities of MyBenefit required by the User (User's demand). MyBenefit shall examine the complaint and provide an answer to e-mail or correspondence address of the User, set in the complaint, immediately, but no later than within 14 days of receiving the complaint.
12. The User on his/her own shall be responsible for protecting the data displayed on the Card against unauthorised access.
13. An employee of MyBenefit (or a person authorised by an entity cooperating with MyBenefit) and the Partner's employee shall be authorised to verify the Card against the identity document and to retain the Card used contrary to its purpose or provisions of the Rules.
14. Trading in Cards shall be prohibited.
15. MyBenefit reserves the right to amend these Rules. Users shall be notified of the content of the new Rules on the website, at <https://www.benefitsystems.pl/en/for-you/benefitlunch/>. Amendments to the Rules shall come into force within 14 calendar days of the date of their announcement.