

## REGULATIONS FOR CARD USE UNDER THE MULTISPORT PROGRAMME

### § 1 General Provisions

The capitalised words and phrases used in these Regulations shall have the following meanings:

- 1) **Application** – a package of services and functionalities available to Users as part of the MultiSport mobile application owned by Benefit Systems and used for purposes including confirmation of the entitlement to use services offered by a Facility (with a Mobile Card, without the need to present the plastic chip Card), verification of a User's identity, and using services available in the Application as part of the MultiLife Programme; the terms and conditions for using the Application are set out in separate "MultiSport Application Terms & Conditions" available in the appropriate section of the Application.
- 2) **Benefit Systems** – Benefit Systems S.A. with its registered office in Warsaw at the following address: Plac Europejski 2, 00-844 Warsaw, entered in the Register of Entrepreneurs in the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register (KRS), with the KRS Number: 0000370919, Tax Identification Number (NIP): 836-16-76-510, Business Statistical Number (REGON): 750721670, email: bok@benefitsystems.pl.
- 3) **Identity Document** – a document which can be used to prove a User's identity, containing his/her name, surname and photo, issued by a public administration body (in particular, an identity card, passport, residence card, driving licence), a professional self-government body (services ID cards), a primary school, a secondary school, an art school (school cards), or a school of higher education (student cards). An ID badge shall not be considered an identity document. The presentation of the screen of the User's mobile device with the User's personal data displayed through the mTożsamość function available in the mObywatel application shall also be accepted as the presentation of an Identity Document.
- 4) **Product, MultiLife Product** – a personal Product issued by Benefit Systems entitling the User to use the services available under the MultiLife Programme for the specific Product. The Product shall only be released in the electronic format (as a Product number).
- 5) **MultiSport Card, Card** – a personal Card issued by Benefit Systems entitling the User to use the services available under the MultiSport Programme for the specific Card type. The Card may be in the traditional format of a plastic chip card bearing the User's signature, or in the electronic format of a digital record in the Application, hereinafter referred to as the "**Mobile Card**".
- 6) **Client** – an entity enabling the User to participate in the MultiSport Programme or the MultiLife Programme.
- 7) **Facility** – a facility where sports and recreation services available under the MultiSport Programme are rendered.
- 8) **Partner** – an entity providing sports and recreation services under the MultiSport Programme on the basis of a contract with Benefit Systems, for Users to use upon presentation of the Card (including the Mobile Card) and an Identity Document, or the Mobile Card with Confirmed Identity.
- 9) **Employee** – a natural person employed by the Client on the basis of an employment contract or cooperating with the Client on the basis of a mandate contract, specific task contract, cooperation contract, contract for the provision of services, or on another legal basis.
- 10) **MultiLife Programme** – a programme comprising a package of wellbeing services selected by Benefit Systems taking into account the Client's needs, and provided to Users. A User may only participate in the MultiLife Programme if the Client has enabled him/her to use the MultiLife Programme. The detailed scope of services available under the MultiLife Product is specified on the Website.
- 11) **MultiSport Programme** – a programme comprising a package of sports and recreation services selected by Benefit Systems taking into account the Client's needs, and provided to Users. A User may only participate in the MultiSport Programme if the Client has enabled him/her to use the MultiSport Programme. The detailed scope of services available for different Card types is specified on the Website.

---

#### Benefit Systems Spółka Akcyjna

Plac Europejski 2, 00-844 Warszawa, initial share capital of PLN 2,894,287.00 (fully paid up)

Phone: 22 242 42 42, fax: 22 831 79 20

email: infolinia@benefitsystems.pl. www: www.benefitsystems.pl

- 12) **Regulations** – these regulations.
- 13) **Website** – a collection of web pages available at the address: [www.benefitsystems.pl](http://www.benefitsystems.pl).
- 14) **User** – every person using the Card on the terms and conditions stipulated in these Regulations.
- 15) **Confirmed Identity** – a functionality in the Application used for the verification of a User's identity. In order to obtain Confirmed Identity, the User should go through the identity verification process in accordance with the "MultiSport Application Terms & Conditions" available in the appropriate section of the Application. The User may go through identity verification in the majority of Facilities. In order to establish whether a specific Facility offers identity verification, the User should check the information in the Facility finder available on the Website or in the "Search" section in the Application prior to visiting the Facility.

## **§ 2 Terms of Card Use**

1. The Card is issued by Benefit Systems. The Card can only be obtained through Benefit Systems (or another member company of the Benefit Systems Group with which Benefit Systems has concluded a cooperation agreement).
2. The Card entitles its User to use the services offered by the Partner Facilities specified on the Website for the specific Card type throughout the period of its validity.
3. The Card is a personal card and may not be made available to any third parties. Trading the Card in any way with a third party is prohibited. Users are forbidden to use the Card with the intention to earn money. A User may only hold one MultiSport Card or one MultiLife Product.
4. The Card requires the User's legible signature for its validity. It is forbidden to make any changes to the appearance of the Card, except for adding a signature in the place indicated on the Card. The requirement for the Card to bear the User's signature does not apply to the Mobile Card.
5. Ordering the Card and participation in the MultiSport Programme are fully voluntary, i.e. the User makes an independent decision to register himself/herself and other eligible Users (e.g. accompanying persons, children, teenagers or seniors) to participate in the MultiSport Programme.
6. A User who is an Employee and who has registered to participate in the MultiSport Programme may register other Users (e.g. accompanying persons, children, teenagers or seniors) to participate in the MultiSport Programme or the MultiLife Programme unless otherwise provided for in the contract with the Client.
7. The User may resign from participation in the MultiSport Programme at any time on terms described in the contract with the Client. In order to resign from participation in the MultiSport Programme, the User may contact the Client or Benefit Systems using the contact details provided in § 4.4 below, or submit his/her resignation through the eMultiSport Platform if he/she has access to it.
8. The resignation from participation in the MultiSport Programme during the settlement period specified in the contract with the Client shall result in the deactivation of the User's Card at the end of the settlement period in which the User submitted his/her resignation. A resignation from participation in the MultiSport Programme submitted by a User who is an Employee shall be equivalent to a resignation from participation in the MultiSport Programme and the MultiLife Programme by other Users registered by the User who is an Employee to participate in the MultiSport Programme and the MultiLife Programme (e.g. accompanying persons, children, teenagers or seniors) unless otherwise provided for in the contract with the Client.
9. Loss, damage, theft or any other circumstances relating to the Card must be immediately reported to Benefit Systems at the address: [bok@benefitsystems.pl](mailto:bok@benefitsystems.pl).
10. The Card is the property of Benefit Systems. Benefit Systems has the right to deactivate or retain the Card in the event of a breach of these Regulations by the User (or by other Users registered by that User), or in the event of not receiving payment for the User's participation in the MultiSport Programme in accordance with the provisions of the contract with the Client. The User and the Client shall be notified of the deactivation or retention of the Card in the event of its use in breach of these Regulations, and of finding a lost Card,

---

### **Benefit Systems Spółka Akcyjna**

Plac Europejski 2, 00-844 Warszawa, initial share capital of PLN 2,894,287.00 (fully paid up)

Phone: 22 242 42 42, fax: 22 831 79 20

email: [infolinia@benefitsystems.pl](mailto:infolinia@benefitsystems.pl). [www: www.benefitsystems.pl](http://www.benefitsystems.pl)

e.g. a Card left in the Facility.

### **§ 3 Terms of Access to Facilities**

1. Before using the services available at the Facility, the User shall present the Card (including the Mobile Card) and an Identity Document or the Mobile Card with Confirmed Identity at the reception of the Facility (the User may present the Mobile Card with Confirmed Identity in a majority of Facilities; information on whether a specific Facility accepts the Mobile Card with Confirmed Identity is available in the Facility finder on the Website or in the "Search" section in the Application).
2. Children under the compulsory school age are not required to present an Identification Document before using the Card. Furthermore, any User up to the age of 18 shall report at the reception of the Facility (except for a Swimming Pool Facility) that he/she is a minor, and show the consent of a parent or legal guardian in accordance with the regulations in force in the Facility.
3. In certain Facilities, the User is additionally required to provide his/her signature or initials, or to confirm his/her visit to the Facility in any other way required by the Partner.
4. The User will not be able to use the services offered by the Facility in the event of failure to meet the conditions described in these Regulations or the MultiSport Application Terms & Conditions, or to comply with the rules of operation of the Partner Facility as specified by the Partner, in particular:
  - a) if the data on the Card or the data displayed in the Mobile Card in the Application is inconsistent with the data in the Identity Document;
  - b) if the User does not have the Card on him/her and does not use the Mobile Card;
  - c) if the User does not have an Identity Document on him/her and does not use Confirmed Identity in the Application.
5. A User who cancels his/her visit to the Facility shall notify a Facility employee of the cancellation.
6. Before visiting a Partner Facility, the User shall read the rules of operation of the Partner Facility which will be presented to Users by Partners or will be made available on the Partners' pages featured in the Facility finder on the Website or in the "Search" section in the Application.
7. An employee of Benefit Systems (or a person authorised by an entity cooperating with Benefit Systems) and an employee of the Partner have the right to verify the Card (or the Mobile Card, or the Mobile Card with Confirmed Identity) against the Identity Document and to retain a Card which is misused or used in breach of the provisions contained in these Regulations.
8. The User shall comply with the rules of operation of the Partner Facility, including in particular the Regulations of the Facility, and shall use the Facility during its opening hours (unless there are additional restrictions in force). Under the conditions set out in the rules of operation of a specific Partner Facility, the Partner may be entitled to collect a refundable deposit from a User who is booking spaces for group classes in a given month, and to keep the deposit if the User fails to attend the booked classes and cancel the booking.
9. In order to ensure Clients' satisfaction, Benefit Systems suggests contacting the Partner by phone prior to visiting the Facility to determine if there are free spaces, and booking a space if such a service is available at the Partner's (e.g. for group classes).

### **§ 4 Final Provisions**

1. The User may lodge a complaint to Benefit Systems in connection with the use of the MultiSport Programme or Card (including Card ordering). The complaint may be submitted in the electronic format and sent to Benefit Systems' email address: reklamacje@benefitsystems.pl, or in the paper format and sent to the office of Benefit Systems S.A. at the address: Plac Europejski 2, 00-844 Warszawa, with a note "Reklamacja Karta MultiSport." The complaint should include the User's name and surname, Card number, a description of the

---

#### **Benefit Systems Spółka Akcyjna**

Plac Europejski 2, 00-844 Warszawa, initial share capital of PLN 2,894,287.00 (fully paid up)

Phone: 22 242 42 42, fax: 22 831 79 20

email: infolinia@benefitsystems.pl. www: www.benefitsystems.pl

problem, and a request for a specific action to be taken by Benefit Systems (the User's request). Benefit Systems shall promptly, and not later than within 14 days from the receipt date of the complaint, resolve the complaint and inform the User about the outcome in a notification sent to the User's email or correspondence address, depending on the way the complaint was submitted, as indicated in the lodged complaint.

2. Benefit Systems advises Users who are consumers of their right to use extrajudicial means of resolving complaints and settling claims. The rules of access to such procedures are available at the offices or on the websites of entities authorised to deliver extrajudicial dispute resolution. The entities include in particular consumer ombudsmen or Provincial Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection. Benefit Systems would like to inform you that there is an online system for resolving disputes between consumers and traders in the EU (the European Online Dispute Resolution (ODR) platform) available at <http://ec.europa.eu/consumers/odr/>. Benefit Systems does not use extrajudicial dispute resolution referred to in the Act of 23 September 2016 on extrajudicial resolution of consumer disputes.
3. These Regulations shall not exclude or limit any rights vested with Users who are consumers under mandatory provisions of law.
4. Detailed information about the use of the MultiSport Programme or Card can be obtained by sending an inquiry by email to [bok@benefitsystems.pl](mailto:bok@benefitsystems.pl), or by regular mail to the office of Benefit Systems S.A. at the address: Plac Europejski 2, 00-844 Warszawa with a note "bok – Karta MultiSport", or by calling the helpline at (22) 242 42 42. The call will be charged at the operator's rate applicable to domestic calls.
5. Users' personal data is processed in accordance with the applicable regulations to the extent necessary to provide the service under the MultiSport Programme on the basis of the User's declaration of consent to the processing of his/her personal data submitted prior to registering for participation in the MultiSport Programme. Detailed information about personal data processing is available at: <https://www.benefitsystems.pl/polityka-prywatnosci/>. Any inquiries regarding the protection of personal data should be made by email to [daneosobowe@benefitsystems.pl](mailto:daneosobowe@benefitsystems.pl), by phone to 22 242 42 42, or by regular mail to the office of Benefit Systems S.A. at the address: Plac Europejski 2, 00-844 Warszawa, with a note "Dane osobowe."
6. The User shall be personally responsible for protecting his/her personal data shown on the Card against unauthorised access.
7. Benefit Systems reserves the right to amend these Regulations at any time with a notice period of 14 calendar days. Users shall be notified of any amendments to these Regulations. In addition, information about a change in the content of these Regulations along with a list of the amendments made shall be posted on the Website. If the User disagrees to any amendment to the Regulations, he/she may resign from further participation in the MultiSport Programme at any time on the terms set out in the contract with the Client (in order to resign from further participation in the MultiSport Programme, the User may contact the Client or Benefit Systems using the contact details provided in § 4. hereinabove, or submit his/her resignation through the eMultiSport Platform if he/she has access to it). The Regulations and any amendments hereto are available on the Website in the "Regulations" section.
8. These Regulations enter into force on 26 December 2020.