

GENERAL TERMS AND CONDITIONS FOR ACQUISITION AND USE OF

TRAVEL FREE CLUB CARDS AND PARTICIPATION IN THE TRAVEL FREE CLUB CARD PROGRAMME

1. GENERAL TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions (the 'General Terms and Conditions') govern the organization of the Customer Loyalty Program (the 'Program') Travel FREE Club Card (the 'Travel FREE Club Card' or the 'Card'), and are intended to provide a clear definition of its elements and to clearly regulate the terms and conditions of participation therein. The Organizer and owner of the Card is 'Gebr. Heinemann Bulgaria' OOD, UIC 131022298, with registered office in the city of Sofia, Postal code 1784, 141, Tsarigradsko Shose Street, Entrance 2, Floor 2 (the 'Organizer').
- 1.2. Participation in the Travel FREE Club Card Program entitles any individual who has applied to participate in the Travel FREE Club Card Program (the 'Participant'), to accumulate Reward Points when purchasing goods at the Organizer's retail outlets, in the territory of the Republic of Bulgaria or at https://travel-free.bg/ (the 'Site'), which points may be used for the purchase of goods except as expressly mentioned in paragraph 1.3. of these General Terms and Conditions. The Participant has the right to take part in different types of marketing activities or initiatives of the Organizer, organized for the members of the club in Travel FREE stores in the territory of the Republic of Bulgaria.
- 1.3. Participants are obliged to familiarize themselves with the rules and accept them when registering on the website https://travel-free.bg/ or in the Travel FREE BG application, as this is a prerequisite both for using the Card and for receiving and using the benefits offered within the Program.

After registering on the Site or in the Travel FREE BG application, a digital club card is issued and is available in the Member's profile. Participation in the Program entitles the accumulation of points in addition to purchases made on other grounds listed in Article 5.9 of these General Terms and Conditions.

Accumulated points cannot be used to purchase tobacco products, vignette stickers, tickets, electric car charging and gift vouchers.

- 1.4. Any information regarding the Travel FREE Club Card, its validity, terms of use and current offers can be obtained on the spot at the Travel FREE shops of the Organizer, by inquiry to the email address: info@travel-free.bq or by phone +359 88 455 0610.
- 1.5. The Organizer reserves the right, at its sole discretion, to change these General Terms and Conditions and to block issued Travel FREE Club Cards at any time upon notice to the Participant.
- 1.6. Installation and use of the Travel FREE BG App requires access to the internet (via mobile data connection, wireless internet or otherwise) via the Participant's device. The cost of the mobile data connection shall be borne by the Participant and shall depend on the contract between the Participant and the Internet Service Provider.

2. PARTICIPANT REGISTRATION

- 2.1. Only individuals who are 18 years of age or older on the date of Club Card issuance may participate in the Program.
- 2.2. A Participant's registration details must be current, true and accurate. The Organizer shall not be liable in case, due to incorrect data provided, a person cannot be registered in the Club and cannot obtain the benefits offered.
- 2.3. The Organizer shall not be liable for any damages that the Participant may suffer in the event of technical problems or force majeure that prevents the operation of computer systems, etc.

3. CARD

3.1. The Travel FREE Club Card is a digital and/or physical Card.

The digital Card is available in the Participant's profile or in the Travel FREE BG App, which can be downloaded free of charge from Google Play or the App Store.

A physical Card is requested via the Travel FREE BG App or on the website. It shall be sent within 10 working days to the address provided by the Participant.

The digital and the physical Card provide the same options.

- 3.2. No purchase is necessary for registration in the Program.
- 3.3. Travel FREE Club Cards may not be assigned for use by others. They have a unique number which is entered in the database for all transactions made with the Card and which corresponds to the Participant's name and details.

Responsibility for the proper use of the Card rests with the person registering as a Participant. In case of unauthorized use of the Card by a third party, the Organizer has the right to cancel the Card, in which case the respective Participant loses the rights under the Card.

- 3.4. The Organizer has the right to deactivate the Participant's account in case of violation of these General Terms and Conditions on the part of the Participant, as well as in the following cases:
 - (a) The Participant has not used the Card for more than twenty-four (24) months. Non-use is defined as no transactions from the Participant's respective account;
 - (b) The information entered by the Participant at the time of registration is clearly or intentionally inaccurate;
 - (c) In cases of attempted fraud.
- 3.5. It is prohibited to provide false information, especially information that does not belong to the Participant. The Participant is obliged to protect his/her registration data to prevent third parties from accessing their account.
- 3.6. The Travel FREE Club Card is not a bank card. Accumulated reward points cannot be exchanged for cash or bank account.
- 3.7. The Organizer shall not be liable for any loss, damage and/or loss of profit suffered by the Participant as a result of the issuance of the Card and/or the loss/theft/damage of the Card.

4. PROGRAMME LEVELS

4.1. In order to use the accumulated Reward Points, the Participant must have accumulated in his/her Virtual

Wallet the required points for the first level - Bronze.

4.2. In order for the Club Card to advance to the Bronze level, the Participant must have accumulated 200

points, which is equivalent to purchases made with the right to points worth BGN 200 (two hundred leva).

4.3. In order to upgrade the Club Card to the **Silver** level, the Participant must have collected 2000 points,

which is equivalent to purchases made with the right to points worth BGN 2000 (two thousand leva).

4.4. In order to upgrade the Club Card to the **Gold** level, the Participant must have accumulated 4000 points,

which is equivalent to purchases made with the right to points worth BGN 4000 (four thousand leva).

5. ACCUMULATION AND USE OF POINTS

5.1. When making a purchase in a physical store or on the Site, the Participant receives 1 point for every BGN

1.00 (one). For example: BGN 1.00 = 1 point; BGN 1.99 = 1 point; BGN 2.00 = 2 points.

5.2. Information about the Reward Points held and their monetary equivalent is available in the Participant's

personal account in the Program database. In the personal account, the Participant keeps a history only of

the pre-orders made through the Site. Copies of digital receipts are not stored.

5.3. Points do not accrue on the purchase of products in the following categories: promotional products,

vignettes, tolls, and any other fees (e.g. tolls, bridge tolls), taxes and duties, cigarettes and tobacco products,

tickets, vouchers, gift vouchers, money transfers, and electric charging service fees.

5.4. Points are exchanged at the 'exchange rate' for the level reached at the time of their spending.

5.5. The period of consumption of the accumulated points is until January 31 of each year.

5.6. All unused points shall be reset to zero at 00:07 AM on February 1st of each year.

5.7. Each Participant retains the level reached even if all points are spent or reset. In the event that in the

following year the Participant fails to accumulate the minimum number of points for the level reached, they

shall be transferred to the lower level.

5.8. Points can be redeemed when purchasing at a physical location or online with the following parameters:

5.8.1. To accumulate and use points, it is necessary to mark a digital or physical Card before paying

for products. The marking is done at the checkout in the retail outlet by the cashier or the Participant.

The exchange rate for the accumulated points according to the level reached is as follows:

Level Bronze: 1 point = BGN 0.05

Level Silver: 1 point = BGN 0.07

Level Gold: 1 point = BGN 0.10

5.8.2. Accumulated points cannot be used to purchase tobacco products, courier services, vignette stickers, tickets, electric car charging and gift vouchers.

- 5.9. Upon purchase, the Participant has the option:
 - 5.9.1. To use the accumulated points to pay for the entire purchase if there are enough points. In this case, the Participant may pay in full with points, and for this purchase he accumulates Reward Points for all products except those mentioned in 5.8.2.
 - 5.9.2. To use accumulated points to pay for the entire purchase if there are enough points. In the event that there are not enough points, the balance shall be paid by cash or card. Reward Points are accumulated for all products except those mentioned in 5.8.2.
 - 5.9.3. Not to use any of Reward Points. In this case, points will be accumulated on the amount of the entire purchase, with the exception of the products mentioned in point 5.8.2.
- 5.10. Points can be accumulated without a purchase under the following conditions:
 - Upon **registration**: 50 points
 - **Birthday**: 100 points /points are received on the 1st of the birthday month and are valid until the end of that month, after which, if no purchase is made, they are cancelled/. The birthday is indicated by the Participant in their personal profile. This can be done once.
 - **Name day:** 50 points / points are earned on the 1st of the name day month and are valid until the end of that month, after which, if no purchase is made, they are cancelled / The name day is specified by the Participant in their personal profile. It can be changed once every calendar year.
 - In case of especially communicated activities by the Organizer, the Participant can accumulate additional points. Examples of such campaigns are themed events or promotions.
- 5.11. The Organizer is entitled to change the value and number of Reward Points. If the change is detrimental to the Participants, they shall be notified by the Organizer at least 14 days in advance.

6. ADDITIONAL BENEFITS FOR PARTICIPANTS

- 6.1. Participants in the Club Program shall have the opportunity to engage in additional activities such as:
 - Promo Access Participants are the first to know about new collections, deliveries and discounts in stores, Shopnews newsletter for all levels.
 - Theme activations with extra points for items specified by the Organizer for all levels.
 - Special Offers/Discounts participation in exclusive discounts and promotions for a specific level.
 - VIP Access access to event information /testing, online and offline master classes, in-store holidays/-for Gold level.

7. MEMBERSHIP

7.1. Membership in the Program is voluntary and free of charge.

- 7.2. Any Participant may at any time, by written notice mailed to the address of the Organizer, or by sending a request by e-mail to info@travel-free.bg, as well as by deleting his/her profile on the Site or in the App, indicate their wish to leave the Program, and to withdraw from the use of the Card and from all benefits derived therefrom.
- 7.3. A Participant requesting to opt-out of the Program understands and agrees that such request will result in the account being blocked from the App and the Site, and the loss of unused accumulated points and other benefits in the Participant's account. If the Participant subsequently decides otherwise, the Participant must re-register for the Program. The Organizer is not obliged to keep a history of points and benefits for such Participants, and encourages them to use the points and benefits before opting out of the Program, as they cannot be exchanged for money or refunded to a new Participant profile.
- 7.4. If an employee of the Organizer is in doubt about the entitlement to use the Travel FREE Club Card, the Cardholder may be asked to present an ID card or other identification document to prove his/her identity.
- 7.5. When paying for goods in cash, by debit or credit card, it is necessary to present the Travel FREE Club Card at the checkout. It is not possible to enter the purchase at a later time, nor is it possible for the Participant to take advantage of the benefits at a later time than that of the purchase.
- 7.6. The Participant may report the loss or theft of the Card by post, directly to the Organizer's address, by calling +359 884550610, by e-mail at info@travel-free.bg or at Travel FREE stores.
- 7.7. In the case of a lost or stolen physical Card, the Organizer as the issuer shall block the same. In case of a damaged physical Card, it shall be reissued.
- 7.8. In the case of a blocked card, the Organizer may unblock it if the Participant has expressly requested it, upon presentation of an ID or upon receipt of a request from the account email address.

8. ADDITIONAL BENEFITS

- 8.1. The Card provides the Participant with various short-term benefits which are individually tailored to the personal details provided at registration and/or to the purchase details of each Cardholder individually.
- 8.2. Individually tailored offers are sent to Participants via e-mail, telephone, SMS and/or in-app messages.

9. THE PROFILE OF THE PARTICIPANT

- 9.1. Each Participant has established a profile in the Organizer's database where the personal data provided by the Participant is stored.
- 9.2. In case the Participant changes his/her personal data in his/her profile, on the Website or in the App, the update is also reflected in the Organizer's database.
- 9.3. Each Participant is responsible for the truthfulness, veracity and accuracy of all data entered in their profile.

9.4. For the purposes set out in these General Terms and Conditions and in accordance with applicable law, the personal data of natural persons - Participants provided to the Organizer may be processed and included in the Organizer's database.

10. PERSONAL DATA

- 10.1. The Organizer is the Data Controller under the Personal Data Protection Act.
- 10.2. The Organizer undertakes to protect, use, process and store the personal data received in accordance with the provisions of the applicable legislation in the field of personal data protection, including the Personal Data Protection Act of the Republic of Bulgaria and Regulation (EU) 2016/679 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. By registering in the Program, the Participant gives his/her explicit consent to the Organizer to process and store their personal data.
- 10.3. The personal data collected, processed and stored by the Organizer for the purpose of administering the Program are: first and last name, e-mail, telephone, birthday, name day, gender.
- 10.4. The personal data collected by the Organizer shall be stored until the deactivation and deletion of the Participant's profile and/or the termination of the Program.
- 10.5. The Organizer undertakes not to disclose personal information about the Participant and not to provide the collected information to third parties, except in cases where:
- (1) has obtained the Participant's express consent to do so;
- (2) the information has been requested by government authorities or officials authorized under applicable law to request and collect such information in accordance with legally established procedures;
- (3) the personal data information is provided to subcontractors of the Organizer for activities related to: processing, use and operation of the relevant Cards;
- (4) other cases specified by law.
- 10.6. The information referred to in the preceding Article may be disclosed and provided to third parties only for the purposes set out above.
- 10.7. Data security

The Organizer shall adopt internal data protection rules.

10.8. Participant's Rights:

- The Participant has the right to rectify inaccurate personal data on the Site or via the App.
- The Participant has the right to request the deletion of his/her personal data, in which case his/her membership in the Program will be terminated.
- The Participant has the right to request a restriction of the processing of his/her personal data.
- The Participant may withdraw the consent to the processing of his/her personal data at any time, in which case his/her membership in the Program will be terminated.

• The Participant is entitled to file a complaint with the Commission for Personal Data Protection at: Commission for Personal Data Protection, Sofia, 2, 'Prof. Tsvetan Lazarov' Blvd. or by e-mail: kzld@cpdp.bg.

11. TERMINATION

Upon the Participant's cancellation of membership or the blocking of the Card, the membership shall be terminated and the Organizer shall destroy all personal data of the Participant within 24 months.

12. GENERAL PROVISIONS

- 12.1. The parties declare that if any provision of these General Terms and Conditions proves to be invalid, this will not invalidate the General Terms and Conditions, any other provisions or parts thereof. The invalid clause will be superseded by mandatory rules of law or established practice.
- 12.2. The provisions of the current legislation of the Republic of Bulgaria shall apply to all matters not covered by these General Terms and Conditions.
- 12.3. All disputes between the parties shall be resolved in a spirit of understanding and goodwill, including following the above procedure. In the event that no agreement is reached, the dispute shall be referred to the competent Bulgarian court seated in the city of Sofia.

These General Terms and Conditions shall come into force on 15.02.2024 and shall replace the previous General Terms and Conditions.