Information on the rights and obligations of the Partner and the Organiser of Zepter & Partners (Zepter International Online Shop)

Information provided before joining Zepter & Partners pursuant to Article 12 of the Polish Act of 30 May 2014 on consumer rights. The detailed rules are set out in the Zepter & Partners Programme Terms and Conditions (hereinafter: the "Terms and Conditions"), made available together with this Information; capitalised terms have the meanings given to them in the Terms and Conditions.

Topic	Main rules	Terms and Conditions
Organiser	Zepter International Poland Sp. z o.o. with its registered office in Warsaw, ul. Domaniewska 37, 02-672 Warsaw, Poland; KRS 0000107635, NIP 5260200187, REGON 011524677, share capital PLN 224,500.	§ 1(1)
Contact	Telephone: +48 22 565 84 84; e-mail: info@zepter.com; in writing: to the address of the Organiser's registered office; website: www.shop.zepter.com.	§ 7(1), § 8(1)
Cost	Membership is voluntary and free of charge. It does not require any entry fee, starter pack, purchases or referral of other persons.	§ 3(2)
Joining	By completing the registration form in the Shop or the registration form opened from a referral link or code. Membership is concluded for an indefinite period upon delivery of the registration confirmation to the e-mail address provided. A referring Partner may register another person only as that person's attorney, if he or she holds that person's authority.	§ 3(3)-(6)
Partner Account	Requires a device with internet access and an up-to-date web browser, as well as an active e-mail address.	§ 3(8)
Partner Discount	Up to 40% of the Retail Price, at the level set out in the Discount Table depending on the value of a single sales agreement (according to the Retail Prices in euro displayed in the Shop before the Partner Discount, excluding products covered by a promotion). It is available for purchases in the Shop made after logging in to the Partner Account. It is intended for purchases for the own needs of the Partner, his or her household or business and cannot be combined with other promotions, unless their terms provide otherwise.	§ 4, Annex 1
Referral Premium	Up to 10% of the Net Price of the First Purchase of a Referred Partner, at the level set out in the Referral Premium Table; due only in respect of that person's First Purchase. The right to the Premium arises once the entire price has been paid, the period for withdrawal from the sales agreement has expired and 60 days have elapsed from the delivery of the products (if delivered in parts - of the last part). The Premium is not due for the Referral of a person who at any time before held a Partner Account, was a participant in the Zepter Club programme or purchased from the Organiser (disregarding a purchase made upon registration). The Premium is paid in euro. The Partner chooses payment by transfer (within 30 days of the end of the month, from an amount of EUR 15, and after Membership ends at the Partner's request irrespective of the amount) or crediting towards a subsequent purchase; until a choice is made, the Premium will be credited towards a subsequent purchase. The Premium constitutes income of the Partner; its payment or crediting requires the provision of the data necessary for the performance of tax obligations, including the country of tax residence. The Programme is single-level: the Partner obtains no benefits from Referrals made by his or her Referred Partners.	§ 5, Annex 2
Referral rules	The Partner shares his or her referral link or code in compliance with the law: does not send it by means of electronic communication to persons who have not consented to receiving commercial information; marks advertising publications as advertisements of the Zepter brand and states that he or she may obtain a Premium for the Referral; does not mislead, including as to possible earnings and the health effects of the products; does not suggest that he or she acts on behalf of the Organiser. The Partner sends an invitation from the Partner Account (the "Invite friends" function) only to a person who has consented to receiving it.	§ 5(7)

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Withdrawal	A Consumer may withdraw from Membership within 14 days of obtaining it, without giving any reason and without any costs, by submitting a statement in any form, e.g. by e-mail. To meet the deadline, it is sufficient to send the statement before it expires; the model form set out below may be used. Withdrawal does not affect sales agreements concluded earlier, subject to the statutory effects of withdrawal on ancillary contracts.	§ 3(7), Annex 3
Resignation	At any time, without giving any reason and without any charges: via the Partner Account, by e-mail or in writing to the address of the Organiser's registered office. Membership ends upon receipt of the statement by the Organiser. Acquired rights, including the right to the Premium, are retained.	§ 8(1) and (3)
Buy-back of products	A Partner who resigns from or withdraws from Membership may resell to the Organiser, for 90% of the price actually paid, saleable Zepter products, materials, samples and presentation sets purchased from the Organiser within 6 months before submitting the statement. The Partner delivers them to the Organiser's brick-and-mortar shop or to its registered office; the Organiser pays within 14 days of receiving them.	§ 8(5)
Termination by the Organiser	With 30 days' notice, for important reasons listed in the Terms and Conditions, in particular a breach of the registration or referral rules, the purchase of products with the Partner Discount for resale in the course of business, the provision of untrue data or inactivity for 24 months; with immediate effect in the event of a gross breach of the Terms and Conditions. In addition, the Organiser may terminate the Membership of a Partner who is not a Consumer with 30 days' notice without giving any reason. While a justified suspicion of a breach is being clarified, the Organiser may suspend the Partner Account, for no longer than 30 days. The Partner may lodge a complaint against these decisions.	§ 8(2)
Amendments and discontinuation of the Programme	The Organiser may amend the Terms and Conditions, the Discount Table or the Referral Premium Table for important reasons listed in the Terms and Conditions, notifying the Partner on a Durable Medium at least 14 days in advance; the Partner may then resign. The Programme may be discontinued for important reasons, with 30 days' notice.	§ 9
Complaints	In writing to the address of the Organiser's registered office, by e-mail or via the Partner Account. The Organiser replies on a Durable Medium within 14 days; if it does not reply within that period, the complaint of a Consumer is deemed accepted. Complaints concerning products are considered in accordance with the sales agreement and the Act on consumer rights. The Organiser is liable for the conformity of the performance with the contract on the terms of that Act.	§ 7
Out-of-court dispute resolution	A Consumer may use out-of-court complaint and redress procedures, in particular the assistance of consumer protection authorities and organisations in the country of his or her habitual residence and, for Consumers residing in the European Union, Iceland or Norway, of the European Consumer Centres Network; for Consumers residing in Poland, information is available at www.uokik.gov.pl. This does not affect the right to bring proceedings before a court.	
Code of good practice	The Organiser is a member of the Polish Direct Selling Association (Polskie Stowarzyszenie Sprzedaży Bezpośredniej) and complies with the Direct Selling Code (www.pssb.pl).	
Personal data	The controller of personal data is the Organiser. Details are set out in the information clause and in the Privacy Policy available at www.shop.zepter.com.	§ 6
Governing law	Polish law; a Consumer having his or her habitual residence in another country retains the protection afforded by those provisions of the law of that country which cannot be derogated from by agreement.	§ 10(1)

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Zepter International Poland Sp. z o.o., ul. Domaniewska 37, 02-672 Warsaw, Poland, e-mail: info@zepter.com.pl

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: Membership in Zepter & Partners

Date of conclusion of the contract: ……

Name of consumer(s): ……

Address of consumer(s): ……

Partner ID number (optional): ……

Signature of consumer(s) (only if this form is notified on paper): ……

Date: ……

(*) Delete as appropriate.