



## TERMS AND CONDITIONS OF THE WWW.LEWANDOWSKIOFFICIAL.COM WEBSITE

### 1. GENERAL PROVISIONS

- 1.1. These Terms and Conditions define the rules for providing services via electronic means within the meaning of the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of 2002 no. 144, item. 1204, as amended) by the Service Provider and the rules for protection of personal data of individuals using the services provided by the Service Provider.
- 1.2. The provider of the Services by electronic means through the Website is RL Management Spółka z ograniczoną odpowiedzialnością Spółka komandytowo - akcyjna based in Warsaw, at ul. Mokotowska 15A/3, 00-640 Warsaw, registered with the National Court Register as number 0000483376 , whose records are kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register, with taxpayer number NIP 5213658660, share capital of PLN 100,000.00;

Electronic address of the Service Provider: [admin@lewandowskiofficial.com](mailto:admin@lewandowskiofficial.com).

- 1.3. The capitalized terms used herein shall be defined as follows:

- 1.3.1. Electronic address - distinguishing name within the ICT system allowing communication by means of electronic communication, in particular via e-mail;
- 1.3.2. Services - services provided by the Service Provider within the Website, i.e. without the simultaneous presence of the parties (provided at a distance), through the transmission of data on individual request of a client, sent and received using electronic processing equipment, including digital compression and data storage, which is in entirely transmitted or received via telecommunications network as defined in the Act of 16 July 2004 Telecommunications Law;
- 1.3.3. Service Provider - RL Management Spółka z ograniczoną odpowiedzialnością Spółka komandytowo - akcyjna based in Warsaw, at ul. Mokotowska 15A/3, 00-640 Warsaw, registered with the National Court Register as number 0000483376 , whose records are kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register; taxpayer number NIP 5213658660, share capital of PLN 100,000.00;
- 1.3.4. Terms and Conditions - these terms and conditions governing the provision of services via electronic means by the Service Provider as part of the [www.lewandowskiofficial.com](http://www.lewandowskiofficial.com) Website;



1.3.5. Website – collection of web pages, along with its assigned set of interactive mechanisms (applications) interconnected by hyperlinks into one coherent whole the website is located at [www.lewandowskiofficial.com](http://www.lewandowskiofficial.com);

1.3.6. Client - a natural person who uses the Service provided by electronic means.

## **2. WEBSITE FUNCTIONS AND TERMS OF USE**

2.1. The Website allows Clients to use the following functionalities:

2.1.1. access to the content and materials published on the Website;

2.2. Services provided by electronic means within the Website prevent Clients from providing their own content to which access will be given to people/entities other than the Service Provider or entities performing Services on behalf and for the Service Provider.

2.3. In case any option to provide Client' own content is established, it is forbidden to send and post on the Website any content which:

2.3.1. is contrary to applicable law and rules of social conduct;

2.3.2. contains vulgar, obscene content or content commonly considered to be offensive;

2.3.3. infringe third party rights, i.e. third party personal rights, copyrights or author's moral rights;

2.3.4. violates principles of decency;

2.3.5. contains advertising or other content that is useless for the purposes of the Website;

2.4. The Service Provider reserves the right to remove or edit prohibited content referred to in Section 2.3 above.

2.5. To properly use the Services, the Client must have hardware allowing him/her to use web resources, a web browser for displaying www pages (we recommend using the following browsers in the specified versions or more recent versions, with cookies support enabled: Internet Explorer 7.0, Chrome 20, Safari 5, MozillaFirefox15, Opera 11.

## **3. PURPOSE OF CONTENT PUBLICATION ON THE WEBSITE**

3.1. The website is the official website of football player Robert Lewandowski.



- 3.2. The content published on the Website is to provide information on the football player, events he participates in, as well as other sporting events, and presentation of materials from sponsors, football clubs and the Polish National Football Team.
- 3.3. The Service Provider does not grant any guarantee of fitness for use, fitness for a particular purpose, value or completeness of particular elements of the content and materials published on the Website.

#### **4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER AND CLIENT**

- 4.1. Whenever the use of a functionality of the Website requires from the Client to give a consent required under applicable law, the consent will not be construed or implied from a Client's statement regarding other matters. The consent granted by the Client may be revoked at any time.
- 4.2. The Service Provider shall make every effort to ensure proper operation of the Website and its 24-hour availability.
- 4.3. The Service Provider reserves the right to:
  - 4.3.1. make changes in the functional properties and functions of the Website, including in particular the extent and nature of the Services;
  - 4.3.2. periodically shut down the Website without prior notice, especially due to Website's modification;
  - 4.3.3. remove for important reasons all or part of the content of the Website or completely cease providing the Services, after prior notifying the Clients on the Website;
  - 4.3.4. discontinue the Website Services for the Customer who breaches the Terms and Conditions..
- 4.4. The Service Provider does not provide archiving services for files, data or information received from Clients.
- 4.5. The Service Provider shall provide operation of the IT system used by it, allowing the Customer to terminate free of charge the use of a Service provided electronically.
- 4.6. The Client agrees to use the Website Services in accordance with applicable law, social and moral norms, and these Terms and Conditions. This includes in particular, the Client's obligation to refrain from actions that could in any way interfere with or affect the Website operation.
- 4.7. Where a Website functionality allows the Client to provide data in order to use the Website Services, he/she shall be solely responsible for the correctness, content and form



of all the data provided. It is prohibited to give false data and information, especially any third party details or fictional details. The Client giving such data or information exposes himself/herself to liability in this respect, including in particular liability to the Service Provider.

4.8. When the Client uses the Website it is deemed that the Client has read and accepted these Terms and Conditions.

## **5. CONCLUSION AND TERMINATION OF THE AGREEMENT**

5.1. The agreement on providing services by electronic means is concluded by the Client at the time of commencement of the Service by the Service Provider, i.e. from the moment of entry to a Website's URL page - for the service of access to the content of the Service, or after registration of data required by the data form with the Website system - for the Services that require from the Client to provide data and give consents.

5.2. The agreement on provision of services by electronic means shall be terminated upon:

5.2.1. leaving the Website by the Customer,

5.2.2. deregistration of the Client from the Service that required registration or notification of details;

5.2.3. a Service Provider's decision to terminate the agreement for individual Services, which may be caused, in particular, by (a) breach of the Terms and Conditions by the Client, (b) Client's refusal to give the Service Provider necessary consents or data necessary for the provision of the Service concerned, (c) technical problems attributable to the Client, causing difficulties in providing him/her with the Service by the Service Provider.

## **6. SECURITY POLICY**

6.1. As regards access to Website resources, Clients may use the Website anonymously. Where the use of the Website Services requires from Clients to give their personal details, the following provisions of Section shall apply: 6

6.2. Collection and processing of personal data as part of Services provided by the Website shall be done in accordance with the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2002, No. 144, item 1204, as amended) and the Act of 29 August 1997 on personal data protection (consolidated text: Journal of Laws of 2002. No. 101, item 926, as amended).

6.3. The Service Provider will use every precaution to make sure that personal data transmitted by Website Clients are protected from loss, destruction, disclosure, unauthorized access or improper use. To ensure the confidentiality and integrity of data



transmission and to provide authentication, the Service Provider uses SSL (Secure Sockets Layer) technology.

- 6.4. The following company will be the administrator of Website Clients' personal data: RL Management Spółka z ograniczoną odpowiedzialnością Spółka komandytowo - akcyjna based in Warsaw, at ul. Mokotowska 15A/3, 00-640 Warsaw, registered with the National Court Register as number 0000483376 , whose records are kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register; taxpayer number NIP 5213658660, share capital of PLN 100,000.00;
- 6.5. The Client shall have the right to access his/her personal data and correct them, and the right to demand to cease processing of the data and to file a protest under the terms of applicable law.
- 6.6. To ensure the removal or modification of his/her data, the Client shall adhere to the instructions set out in Website messages or e-mail messages sent to the electronic address. However, if the Client is unable to complete the process as instructed by Website messages, he/she should send an e-mail to the Electronic Address of the Website Administrator (admin@lewandowskiofficial.com)
- 6.7. Providing personal data is voluntary, but it may be necessary for some services that will require providing such data.
- 6.8. Personal data of the Client may be processed by the Service Provider for the purpose and within the scope specified in each case in the form of consent for data processing or for the provision of the Service through electronic means.
- 6.9. The processing of data which are not necessary for the provision of Service by electronic means requires each time a Client's consent.
- 6.10. The Service Provider has the right and obligation to provide information about personal information of Clients held by the Service Provider to the authorities authorised to receive it under separate laws for the purpose of their proceedings.

## **7. WEB COOKIES**

- 7.1. To provide Services and content tailored to the individual needs and interests of users, the Website uses web cookies.
- 7.2. Cookie is a small file containing information written by the Service Provider's server on a user's computer. This information can be read by the Service Provider's server while connecting to the Website from that computer.



- 7.3. Using web cookie technology does not allow users to download any personal data, including user's name and address, or any confidential information from his/her computer.
- 7.4. The cookie technology is used by the Website to carry out Website audience statistics, it allows us to specify the profile of information the Website user is interested in, and to maintain a logged-on user's session. Upon closing the browser window, the cookie is automatically removed from the user's computer.
- 7.5. Disabling cookies in the browser will not prevent the use of the Website, but can cause difficulties in using it.

## **8. COMPLAINTS**

- 8.1. The Client has the right to file complaints on the Services provided by the Service Provider through the Websites.
- 8.2. The Client has the right to file complaints regarding the Services provided by the Service Provider to the address of the Service Provider: RL Management Spółka z ograniczoną odpowiedzialnością Spółka komandytowo – akcyjna, ul. Mokotowska 15A lok. 3, 00-640 Warszawa or through the electronic address [admin@lewandowskiofficial.com](mailto:admin@lewandowskiofficial.com).
- 8.3. The entity authorized to process complaints is the Service Provider.
- 8.4. Only complaints submitted in writing (sent by registered mail) with the note "COMPLAINT - THE WEBSITE [www.lewandowskiofficial.com](http://www.lewandowskiofficial.com)" or sent via electronic address [admin@lewandowskiofficial.com](mailto:admin@lewandowskiofficial.com) and meeting the requirements of paragraph 8.5 below shall be subject to consideration.
- 8.5. The complaint should state the Client's name and address, date and place of the event being complained about, as well as detailed description and reason for the complaint and content of the claim.
- 8.6. The term for processing the complaint is 14 calendar days from the date of its receipt. The organizer when processing the complaint will apply these Terms and Conditions. The Client shall be notified of the Service Provider's decision in writing to the Client's mail address or electronic address specified in the complaint.
- 8.7. The Service Provider's decision on the complaint shall be binding and final. After closing the complaint procedure, the Client has the right to seek redress before general courts of law.

## **9. INTELLECTUAL PROPERTY**

- 9.1. All materials contained in Website resources, including in particular texts, photographs, graphics, video material, audio material, selection and arrangement of their contents and



graphics, compilations and databases, rankings, rankings and reports, are the subject of Service Provider's , Clients' or third party intellectual property rights, including copyrights, and are protected under applicable laws, including the Law on copyright and related rights, the Law on the protection of databases, and international conventions to which Poland is a party.

9.2. Clients are not allowed to use the materials referred to in section above beyond permitted use under applicable law. In particular, it is forbidden to dispose of them, disseminate and reproduce these materials or make them available to third parties in any other way in whole or in part that is beyond the part permitted by law.

9.3. Any markings placed on the Websites are subject to protection under the Act on industrial property law, and international conventions to which Poland is a party.

## **10. FINAL PROVISIONS**

10.1. These Terms and Conditions are made available to the Client free of charge before the conclusion of the agreement for the provision of such services, by publishing it on the Website, including a retrievable form to allow the Client to download and record them. The Client shall not be bound by those provisions of the Terms and Conditions, which have not been made available to him/here as above.

10.2. The Service Provider has the right to change the terms of use of the Website and the services provided through it, including in particular those of provisions of the Terms and Conditions which entry into force along with the publication of a consolidated text of the Terms and Conditions on the Website.

10.3. Where it is established that any of the provisions of the Terms and Conditions is for any reason invalid wholly or in part, the Service Provider is obliged to make changes to its content so as to remove the invalid provision. The invalidity of any of the provisions hereof shall not affect the validity of the remainder hereof.

10.4. To matters not covered by the provisions of these Terms and Conditions applicable provisions of Polish law shall apply, including, but not limited to the provisions of the Civil Code and the Law on copyright and related rights.

10.5. These Terms and Conditions shall enter into force on 31.03.2015.