

# **GENERAL TERMS AND CONDITIONS**

of Publishing Advertisements  
on Websites of the Wyborcza.pl Group

Valid as from April 01, 2024

 **wyborcza.pl**

 **wyborcza.pl**

 **Shift**

## I. PUBLISHER'S DECLARATION

Wyborcza Sp. z o.o. provides the service of publishing advertisements on the websites of the wyborcza.pl group and in applications for mobile devices. We provide our clients with the highest quality of services, reliability and professional service.

## II. DEFINITIONS

The terms used in these General Terms should be construed as follows:

**General Terms** – these General Terms and Conditions of publishing advertisements on websites of the wyborcza.pl group;

**Publisher** – Wyborcza Spółka z ograniczoną odpowiedzialnością with its registered seat in Warsaw at the following address: ul. Czerska 8/10, 00-732 Warszawa; registry information: District Court for the Capital City of Warsaw, 13th Business Division of the National Court Register, register of entrepreneurs no. KRS 1053885, taxpayer identification number NIP 5214033011, share capital in the amount of PLN 5000,00, paid in full, corporate website URL: www.agora.pl, contact e-mail address: reklama@wyborcza.pl, contact phone number: (22) 555 55 55 (charge as for a regular telephone call in accordance with the tariff plan of your telecommunication service provider);

**Website** – a website of the wyborcza.pl group run by the Publisher, i.e.;

**wyborcza.pl** (including local websites), wyborcza.biz, wysokieobcasy.pl, komuniky.pl, or biqdata.pl (websites are available at the current URL addresses: www.wyborcza.pl, www.wyborcza.biz, www.wysokieobcasy.pl, www.komunikaty.pl, www.biqdata.pl, and at the addresses that supplement or continue the above-mentioned addresses, or at any address that should replace them); for the avoidance of doubt, the term „Website” does not include ICT resources of the above-mentioned websites, made available to entities that place programmatic advertisements on them;

**Mobile Device** – an electronic device intended e.g. for downloading and saving digital files (e.g. smartphone, tablet);

**Application** – an application designed to make one or more Publications available on Mobile Devices;

**Digital Publication** – a periodical, one-time or occasional publication of the Publisher intended to be made available via the Application; a Digital Publication is, among others, a version of the content of the whole or part of the Website intended for sharing via the Application;

**Advertiser** – a natural person (not being a consumer), a legal person or an organizational unit without legal personality that orders the publication of an Advertisement;

**Advertisement** – the Advertisers' messages posted on the Website or in the Digital Publication, described in detail in the “Technical Specification of Advertisements on the Websites of the Wyborcza.pl Group”, as well as other advertising measures agreed between the Publisher and the Advertiser; whenever the General Terms refer to “placing” or “posting” an Advertisement, in the case of advertising measures not involving the dissemination of a message, it should be understood as the implementation of a given advertising measure;

**Business Day** – each day of the week except for Saturdays, Sundays and public holidays.

**GDPR** – Regulation No. 679/2016 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/4/EC.

## III. IMPORTANT NOTICE FOR SOME GROUPS OF ADVERTISERS

The following information applies only to Advertisers who are natural persons.

If you are a consumer, please refer to the information provided under section III.A. If you run a business, please refer to the information provided under section III.B.

**III.A. INFORMATION FOR CONSUMERS**

In general, these General Terms do not apply to agreements concluded with **consumers** (pursuant to Article 22 sec. 1 of the Polish Civil Code, a consumer is a natural person performing a legal act with an entrepreneur that is not directly related to the natural person's business or professional activity). Persons being consumers that are interested in ordering advertising on the websites of the wyborcza.pl group are asked to contact the Publisher in order to conclude an individual agreement for the provision of advertising services.

**III.B. INFORMATION FOR NATURAL PERSONS PLACING ADVERTISEMENTS IN CONNECTION WITH THEIR BUSINESS ACTIVITY**

Should the Advertisement you order be directly related to the business activity that you pursue (also in the form of a civil partnership in which you are a partner), and this activity does not include the provision of advertising services or advertising agency, we kindly inform you that:

If you order an Advertisement from the Publisher (by placing an order for an Advertisement or concluding an agreement with the Publisher in a different form) and the conclusion does not take place at the Publisher's premises (only e.g. by e-mail, by phone or at your premises), then:

1. You have the right to withdraw from the agreement for placing an Advertisement within 14 days as from the date of its conclusion, except in the case described under section 6 below.
2. In order to exercise the right to withdraw from the agreement, you must inform us about your decision to withdraw from the agreement by way of an unequivocal statement (e.g. by letter sent by post to the address of Wyborcza Sp. z o.o., Czerska 8/10, 00-732 Warsaw, by fax to (22) 555 54 44 or by e-mail to reklama@wyborcza.pl).

You may use the model withdrawal form provided below, but it is not obligatory.

**Model withdrawal form**

***(This form should be completed and returned only if you wish to withdraw from the agreement.)***

**Addressee: Wyborcza Sp. z o.o. ul. Czerska 8/10, 00-732 Warsaw, fax number (22) 555 54 44, e-mail address reklama@wyborcza.pl.**

***I/We hereby give notice of my/our withdrawal from the agreement for the provision of the following service: .....***

***Agreement conclusion date: .....***

***Name and surname of the Advertiser(s) .....***

***Address of the Advertiser(s) .....***

***Signature of the Advertiser(s) (only if the form is sent in paper version) .....***

***Date .....***

3. In order to meet the deadline for withdrawing from the agreement it suffices for you to send information regarding the exercise of your right to withdrawal before the lapse of the deadline for withdrawing from the agreement.
4. In the event of withdrawal from the agreement we shall refund to you all payments received from you, except in the case described under section 6 below. The refund shall be made immediately, and in any case not later than within 14 days as from the date on which we are informed about your decision to exercise the right to withdraw from the agreement. We shall refund the payment using the same payment methods that were used by you in the transaction to which the withdrawal relates, unless you have expressly agreed to a different solution; in any event, you shall not incur any fees in connection with such a refund.
5. If you have requested the commencement of the service of publishing an Advertisement before the lapse of the deadline for withdrawing from the agreement, you shall pay us an amount proportional to the scope of services provided up to the moment you informed us about your withdrawal from the agreement.

6. You shall lose the right to withdraw from the agreement if the performance (i.e. posting an Advertisement) has been fully executed with your express consent and you have been informed prior to the commencement of the service that after the performance (i.e. after all issues of the ordered Advertisement) you shall lose the right to withdraw from the agreement.
7. If you submit a declaration of withdrawal from the agreement by electronic mail, we shall immediately confirm its receipt by e-mail.

#### **IV. TERMS AND CONDITIONS OF PERFORMING THE SERVICE**

1. Order:

The Advertisement shall be published against your order. The order specifies the number of issues ordered, the duration of the campaign, the location and any additional conditions. Placing an order is tantamount to concluding an agreement for the service consisting in publication of the Advertisement. The service is provided pursuant to the General Terms and applicable law, taking into account – in the case of Advertisers who are natural persons – provisions ensuring special protection of natural persons.

2. Deadlines:

- a) The order must be delivered to the Publisher no later than 3 Business Days before the planned start of the Advertisement's publication,
- b) You should deliver the advertising material in a ready-to-place form to the Publisher no later than 2 Business Days before the planned start of the Advertisement's publication,
- c) Materials necessary for the Publisher's preparation of the Advertisement should be delivered 5 days before the planned date of the Advertisement's publication.

3. Technical parameters:

The technical parameters of the ready-to-place materials can be found in Appendix No. 1 to the General Terms – "Technical Specification of Advertisements on the Websites of the wyborcza.pl Group".

4. Order execution:

- a) During the implementation of the campaign and for 60 days after its completion, we provide you with a website with statistics on the number of impressions and the number of clicks (if the Advertisement is clickable),
- b) If, for objective reasons, the campaign has not been fully implemented within the ordered period of time, its implementation time is extended accordingly or you can use the remaining number of issues in the next order.

5. Modifications:

If you wish to introduce modifications to an order or material, please provide them in writing, by fax or e-mail to the address, fax number or e-mail address indicated in the order, specifying exactly what the modifications are. Modifications which cause that the Advertising is priced differently in accordance with the price list than in the original order shall result in a corresponding adjustment of the Publisher's remuneration. We shall introduce modifications as soon as possible, no later than within 48 hours on Business Days. If this turns out to be impossible, we shall immediately inform you about it, at the same time indicating the deadline for responding. If the modifications result in an adjustment of the Publisher's remuneration, we shall present you with a revised valuation for approval within 48 hours on Business Days.

6. Resignation:

The publication may be cancelled by you in whole or in part under the following conditions:

- a) Receipt of the resignation does not result in negative financial consequences for you, if it occurs no later than 3 Business Days prior to the date of the Advertisement's publication,
- b) If the resignation is received by the Publisher after the deadline specified in item a), but before the date of the Advertisement's publication, the Publisher is entitled to charge you with remuneration in the amount of 50% of the order value,
- c) Resignation must be made in writing, by fax or e-mail to the address, fax number or e-mail address provided in the order, under pain of nullity.

7. Consequences of a failure to meet deadlines and other failures:
  - a) A failure to meet the deadline for the delivery of the order or failure to meet the technical requirements preventing proper execution of the order releases the Publisher from the obligation to perform it and any liability that could arise in this respect,
  - b) A failure to deliver the materials within the time limit specified in item 2.b or 2.c is tantamount to resignation from the order with the consequences set out in item 6,
  - c) If, as a result of untimely delivery of materials, the start date of the campaign is postponed with the Publisher's consent, the Publisher shall not be liable for damages for a failure to complete the order within the original deadline or scope, or the obligation to refund the amount due for the uncompleted part of the order.
8. Note: The deadlines for resignation do not limit the rights of natural persons concluding an agreement in the cases specified in Chapter III.B of the General Terms. These persons have the right to withdraw from such an agreement, on the terms provided for by law as presented in Chapter III.B of the General Terms.
9. Sharing content via Mobile Devices depends on the decision of the entity controlling the operating system of a given type of Mobile Devices (usually the manufacturer of the operating system). Therefore, by placing an order to post an Advertisement in the Application, you accept that the dissemination of Advertisements on Mobile Devices may be subject to restrictions specified by these entities.

## V. PAYMENTS

1. You can pay for the Advertisement ordered in one of the following ways:
  - a) before publication, i.e. until the day preceding the publication including that day – payment in advance,
  - b) at a later date, against an invoice issued to you – payment in arrears within 14 days from the date of issuing the invoice,
  - c) other as specified in the agreement.
2. The service is priced on the basis of the Publisher's price list valid on the day we accept the order.
3. In the event that, due to the method of delivery of materials or their parameters chosen by you, additional preparatory work or processing by the Publisher is necessary, the cost of such work or processing is not included in the price of the Advertisement and, after prior agreement, it shall be settled by you on the basis of a separate invoice within 14 days of its issue.

## VI. ADVERTISING MATERIALS

1. You are responsible for the content and form of Advertisements placed upon your order. The Advertisements must not contain content that is illegal or violates the principles of good morals (principles of social interaction).
2. It is up to the Advertiser to ensure that the Advertisement complies with the law and principles of good morals, including ensuring that the Advertiser has the right to use the information, data, trademarks and any other elements protected by law utilised in the Advertisements. Placing an order shall be understood as making a representation that the Advertisements ordered are not illegal (including but not limited to the bans on advertising of, for example, gambling, alcoholic beverages or tobacco products) or contrary to principles of good morals, and also that submitting the order does not violate the regulations concerning public procurements.

You shall be obliged to redress any and all damage suffered by the Publisher in connection with the content or form of the Advertisement (including the costs of trial or other legal proceedings and other reasonable expenses incurred in connection with claims of third parties). This obligation also applies to situations where the editor-in-chief of Gazeta Wyborcza, another editor or employee of the Publisher is a party to the proceedings.

3. The Publisher may refuse to post or to suspend the posting of an Advertisement, if:



- a) the Publisher has reasonable grounds to believe that the contents or the form of the Advertisement are (i) illegal, contrary to principles of good morals, programme policy, or nature of the publication, or (ii) contrary to the standards binding upon the Publisher specified in the Code of Good Practices of Press Publishers ([http://www.iwp.pl/kodeks\\_show.php?id\\_aktualnosc=2](http://www.iwp.pl/kodeks_show.php?id_aktualnosc=2)), or
- b) (i) a competent authority raised objections to the Advertisement, or (ii) an institution appointed to ensure compliance with the principles of media ethics or advertising ethics raised justified objections regarding the Advertisement, or (iii) such justified objections were raised by a third party.

The Publisher shall immediately inform the Advertiser about its refusal to publish or its suspension of posting the Advertisement, stating the reasons therefor. The Publisher shall publish the Advertisement if the Advertiser modifies it in a way that removes the above-mentioned irregularities and reservations. The modified Advertisement shall be published on the initially-agreed date, provided that it is supplied not later than 48 hours on Business Days before the said date.

4. Furthermore, the Publisher may refuse to post or suspend the posting of an Advertisement if no payment is received for previously published Advertisements or such payment is made with delay.

## VII. COMPLAINTS

1. Should you have any reservations as to the manner or the quality of performing your order, please immediately contact the sales representative (by phone, fax, post, or e-mail) who received your order, or write an e-mail to [reklama@wyborcza.pl](mailto:reklama@wyborcza.pl), call us on (22) 555 55 55 (charge as for a regular telephone call in accordance with the tariff plan of your telecommunication service provider), or send a fax to (22) 555 54 44. The complaint shall be examined and you shall be contacted within 24 hours on Business Days. Should it prove impossible, we shall immediately contact you and indicate the final date for a response, which in any case shall not exceed 14 days from the date of receiving your complaint.
2. Complaints should be filed on the date of first publication of a faulty Advertisement, which shall allow us to correct it in the next publications of the same Advertisement.
3. Complaints regarding the number of advertising forms emitted and the method of their emission should be submitted within 7 days as from the date of the planned end of the publication of a given campaign or its part, specified in a given order. After this period, complaints of the Advertiser, who is not a natural person, shall not be accepted for consideration and we shall assume that the campaign in a given scope has been carried out correctly and in accordance with the concluded agreement.
4. Compensation for damage caused by the Publisher to Advertisers who are not natural persons may not exceed the value of remuneration for broadcasting an advertising campaign in accordance with the order.

## VIII. GENETRAL PROVISIONS

1. Telephone conversations regarding the submission or execution of orders may be recorded.
2. Submission of the Advertisement to be placed on the Websites is tantamount to your consent to the transfer by the Publisher to the research company of the data regarding the commissioned advertising campaign for statistical purposes related to the study of the size of the online advertising market and for the research company to use this data for the purposes mentioned above. Submission of the Advertisement to be placed on the Websites is also tantamount to your declaration that you are sufficiently authorized to grant the consent referred to in this item. The provisions of this item do not apply to data on the amount of remuneration due from you.
3. Subject to item 4 below, it is forbidden for the Advertiser or entities acting on the Advertiser's behalf or entities for which the Advertiser acts, to use any systems, scripts or codes that obtain information about Website users, their behaviour in relation to advertisements or other content distributed on the Website, as well as information about websites visited by users (including information about the content of websites or information that allows them to be classified). In particular, the use of scripts that track user interactions is prohibited. In addition, Advertisements may not contain features that change or read cookies. It is also forbidden to use the information referred to in the preceding sentences in a manner and for purposes that go beyond the needs resulting from the implementation of the order for the advertising campaign under which the information was obtained.

4. The Advertiser may apply to the Publisher for consent to use the scripts or codes referred to in item 3 of this section. The Advertiser is obliged to ensure that the data obtained in connection with the implementation of the advertising campaign on the Website shall be used only within the scope of the consent granted, and in particular shall not be used for purposes other than those for which they were obtained, and in particular for unlawful purposes.
5. Regardless of obtaining the Publisher's consent referred to in item 4, the Advertiser is obliged to ensure that obtaining the information indicated in item 3 and its use was in accordance with applicable law. In particular, the Advertiser, with its own means and on its own responsibility, ensures that the acquisition of information and its use are compliant with the regulations on the protection of personal data, in particular with the GDPR, and with the provisions on the protection of privacy. The Advertiser may ask the Publisher for information whether the Publisher has solutions that may help the Advertiser in fulfilling some of the obligations required by law. If the Publisher has such solutions, the Publisher and the Advertiser may agree on the rules for using these solutions for the Advertiser's needs.
6. Violation of the restrictions or obligations set out in items 3-5 constitutes a gross breach by the Advertiser of the agreement (including an agreement concluded by way of an order) binding the Publisher and the Advertiser and shall entitle the Publisher to demand from the Advertiser a payment of a contractual penalty in the amount of PLN 50,000 (fifty thousand) for each case of violation. The contractual penalty shall be paid within 14 days of receipt by the Advertiser of the summons from the Publisher. Reservation of a contractual penalty does not exclude the Publisher's right to claim damages in the amount exceeding the stipulated contractual penalty.
7. By concluding the agreement (including by placing and accepting an order), the Advertiser consents to the Publisher's free use of advertising materials covered by the agreement (including trademarks and names) for archival purposes, as well as for the promotion of the Publisher's websites or advertising services, in particular through their reproduction in print or digitally, placing on the market, public display, presentation, broadcasting, as well as making them available to the public in such a way that everyone can have access to the materials at a place and time of their choice. An Advertiser who is a natural person may, for important reasons, object to the use of advertising materials to promote the Publisher's websites or the Publisher's advertising services.

## IX. DATA PROCESSING

1. The Publisher and the Advertiser undertake to provide their representatives and their employees (irrespective of the legal basis of such employment) whose personal data are to be disclosed to the other Party to the agreement acting as the data controller in connection with the submission and performance of the order, with the information known to the Disclosing Party specified in Article 14 of the GDPR.
2. The principles of processing the Advertiser's personal data by the Publisher are set forth in the **NOTICE CONCERNING PERSONAL DATA PROVIDED IN CONNECTION WITH AN ORDER**.
3. The Publisher shall give the Advertiser an opportunity to become familiar with the NOTICE CONCERNING PERSONAL DATA PROVIDED IN CONNECTION WITH AN ORDER during the Advertiser's first contact with the Advertiser..

## X. FINAL PROVISIONS

1. These General Terms:
  - a) are available on the Publisher's website at <https://wyborcza.pl/reklamaGW/0,156164.html> (**LINK**) in a form that allows them to be downloaded and printed, and
  - b) are available at the Publisher's address indicated in these General Terms in printed form,
  - c) in the case of agreements concluding with the Publisher in a place other than the Publisher's premises by a natural person in connection with that person's business activity they are provided to the Advertiser in writing or sent by e-mail.
2. These General Terms with all appendices are valid as from April 1, 2024.

### Appendix 1

"Technical Specification of Advertisements on the Websites of the wyborcza.pl Group", available at: **LINK**