

## REGULATIONS OF THE INCENTIVE PROGRAM CALLED

### “Heavy Duty Adventure.eu”

#### 4th Edition

Valid from 01.01.2024 to 31.12.2024

#### § 1

##### General provisions

1. These Regulations define the rules of participation in the Incentive Program “Heavy Duty Adventure.eu” 4th Edition (the “Program”) organized on behalf of itself by “PMICOMBERA” sp. z o.o. [limited liability company] with its registered office in Warsaw 02-952 at ul. Wiernicza 39 a, entered in the Register of Businesses maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000050276, NIP [tax ID]: 952-00-13-172, share capital PLN 104,000.00, BDO [Databases on products and packaging and on waste management] no. 000505096 (hereinafter referred to as “PMICOMBERA” or the “Organizer”), on behalf of “TECHTRONIC INDUSTRIES Eastern Europe” Sp. z o.o. with its registered office at ul. Komitet Obrony Robotników, no. 45A, 02-146 Warsaw, entered in the Register of Businesses maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 215064, NIP [tax ID]: 534-22-72-218, BDO 000005021, share capital: PLN 350,050.00 (hereinafter referred to as “TTI”).
2. These Regulations are available on the Program’s website: [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu) in the English language version.
3. The purpose of the Program is to motivate and reward representatives of entrepreneurs based in countries in the EE Region, that is, **the Czech Republic, Hungary, Slovakia, Romania, Bulgaria, Croatia, Slovenia, Serbia, Bosnia, Turkey, Israel, Greece, Cyprus, Ukraine and Albania** (“TTI Business Partners”), for purchasing “Milwaukee” brand products (“Milwaukee Products”).
4. TTI Business Partner is understood to mean a Business Partner which has concluded a distribution agreement with an entity of the TTI Group (TECHTRONIC INDUSTRIES Eastern Europe) which shall be in effect for the Program Term.
5. Only Milwaukee products purchased by TTI Business Partners under the terms and conditions of the distribution agreement between TTI Business Partners and TTI Group entities (“Milwaukee Products”) are covered by the Program.
6. The Program commences on 1 January 2024 and runs until 31 December 2024 (“Program Period”).
7. The purchase of Milwaukee Products that is included in the Program comprises (an) a (invoiced by TTI Group entities) purchase of Milwaukee Products made by TTI Business Partners from TTI Group entities during the period **from 1 January 2024 to 30 September 2024 (“Promotional Period”)**.
8. A participant in the Program may be an individual representing a TTI Business Partner invited to participate in the Program, authorized to broker the purchase of Milwaukee Products on behalf of a TTI Business Partner, or authorized to place orders and/or purchase Milwaukee Products on behalf of and to the benefit of a TTI Business Partner, or a natural person running business that is an authorized TTI Business Partner who/which has jointly fulfilled the following conditions:
  - a) attended or was invited to attend the MILWAUKEE conference in Stockholm in February 2024 and
  - b) purchased or ordered on behalf of the TTI Business Partner a Promotional Pack from the conference promotion in Stockholm, bearing the Heavy Duty Adventure logo which included accessories, PPE and power tools or who/which purchased or completed the purchase of the required Promotional Pack by the end of April 2024(“Participant”).
9. TTI and the TTI Group entities shall, through their sales representatives, address invitations to participate in the Program directly to TTI Business Partners. A TTI Business Partner, at their discretion, may nominate a person who meets the requirements for participation in the Program as set out in item 8 above. One TTI Business Partner may designate one Participant to the Program, unless the Organizer decides to allow more than one Participant on the part of one TTI Business

Partner due to the size of the "purchase target" of the TTI Business Partner concerned.

10. A person nominated by a TTI Business Partner to participate in the Program shall join the Program by making a correct registration application during the Promotional Period on the Program website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu) ("Registration Application"). Entry into the Program is subject to successful verification of the registered person's participation in the Program by the Organizer.
11. By joining the Program, the Participant confirms that a TTI Business Partner has agreed to Participant's participation in the Program and that Participant is authorized to represent the TTI Business Partner. In addition, the condition for joining the Program is that the Participant confirms that they have read the Regulations and accept the terms and conditions of participation in the Program and the terms and conditions of the Account service, as contained in the Regulations.
12. In order to make a correct Registration Application, the Participant is required to provide the following data: first name, last name, gender, name and registered office (and country of the registered office) of the TTI Business Partner that the Participant represents, or in the case of a sole proprietorship, the name and address of the business having the status of a TTI Business Partner, the mobile phone number and the email address for communication with the Participant. When registering, the Participant shall be asked to create a Participant account on the Website used to operate the Program, the rules for maintaining an Account are described in § 3 below.
13. After registration and successful verification in accordance with item 10 above, the Participant shall receive a reply by email containing information about joining the Program and activation of the Participant's Account in the Program.
14. Joining the Program is voluntary.
15. Unless these Regulations state otherwise, communication between the Organizer and Participants shall take place via the Website, electronic mail (email) or SMS (text message). By joining the Program, the Participant declares that they are aware that the email address and telephone number provided in the Registration Application shall be used to send messages (emails, text messages) related to participation in the Program.
16. Participants' communication with the Organizer shall take place at the email address: [kontakt@heavydutyadventure.eu](mailto:kontakt@heavydutyadventure.eu), while the Organizer's communication with Participants shall take place at the electronic mail (email) address specified in the Registration Application. In addition, the Organizer shall send text messages with information related to the Program to the phone number provided in the Registration Application for the Program.
17. In the event of termination of the contract which is the basis of the Participant's employment relationship with the TTI Business Partner or termination of any other form of cooperation between the Participant and the TTI Business Partner or in the event of the loss of the status of TTI Business Partner by a sole proprietorship, the Participant is obliged to notify the Organizer of the termination of the cooperation within 7 days.
18. Upon receipt of information that the cooperation between the Participant and the TTI Business Partner has been terminated or in the event that the sole proprietorship loses its status as a TTI Business Partner, the Organizer shall block access to the Participant's account on the Website. Failure by the Participant to inform the Organizer of the occurrence of the circumstances described in item 17 above shall result in the Participant being excluded from the Program and being deprived of the right to the Prize.
19. The Participant is obliged to read the Regulations.

## **§ 2**

### **Rules for receiving Prizes in the Program**

1. The purchase of Milwaukee Products made during the Promotional Period (which is understood in accordance with § 1 item 7 to be **an invoiced purchase** of Milwaukee Products during the Promotional Period) by the TTI Business Partner represented by the Participant shall be registered in the Participant's account on the Website on the Program website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu), on the basis of the purchase data provided to the Organizer by TTI.
2. Information on the volume of purchases of Milwaukee Products recorded in the Participant's Account shall be available to the Participant by logging into the Website on the Program website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu).
3. One Participant may only represent one TTI Business Partner in the Program and have one account on the Program website.

4. The Prize shall be awarded to the Participant representing a TTI Business Partner who/which, during the Promotional Period, has jointly fulfilled the following conditions:
  - a) will be counted among the 100 largest TTI Business Partners in terms of net turnover (i.e. net of VAT) counted during the Promotional Period with TTI Group entities in the EE Region (including Poland), and
  - b) demonstrates an increase in the net turnover (i.e. net of VAT) of Milwaukee Products (calculated during the Promotion Period, i.e. as at 30 September 2024) by a minimum of 10% compared to the net turnover (i.e. net of VAT) of Milwaukee Products with TTI Group entities in the corresponding period calculated from 1 January to 30 September 2023.
5. The Prize for the Participants is a voucher for a trip to the United States in November 2024 with a value of PLN 19.224 ("Trip" or "Prize"), together with an additional cash prize in the amount of PLN 4.806 which shall be deducted upon issuance of the Prize and allocated for the payment of lump-sum income tax (in the amount of 20%), on income earned by the Participant in connection with the receipt of the Prize, in accordance with the provisions of the Personal Income Tax Act in force in Poland (consolidated text: of 9 February 2024 (Journal of Laws of 2024, item 226)), concerning taxation of income earned by non-residents in the territory of Poland.
6. The Trip shall be organized by the Organizer through an Event Company selected by the Organizer. Detailed information about the Trip shall be provided on the Program website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu) by 30 September 2024.
7. The Participants to whom the Prize will be granted shall be informed by 27 October 2024 in the form of a message visible in the Participant's Account after logging in on the Program website.
8. The Organizer shall inform the winner of the Prize of the documents necessary to participate in the Trip which shall be required by the Event Company organizing the Trip (e.g. documents for entry into the destination or transit country – passport, visa documents, ESTA document). The Participant undertakes to obtain entry documents for the destination or transit country or other travel documents at their own expense and risk. The list of countries in which the ESTA document or visa is valid is enclosed as Attachment no. 1 to the Regulations. In addition, the Organizer may require the Participant of the Trip to present an up-to-date certificate of completion of a full vaccination course or proof of passing a Covid infection. Failure to provide the required documents may deprive the Participant of the right to redeem the Prize.
9. In the event that the government of the Participant's country of residence or the government of the country of destination or transit where the Trip was to be organized introduces restrictions and limitations due to an epidemic state in force introduced as a result of the SARS-CoV-2 virus or any other, or as a result of riots, strikes the limitations and restrictions of which make it impossible to organize the trip within the time limit referred to in item 5, the Organizer reserves the right to change the date of the Trip to another date when it is possible to organize the Trip. Information about such a change shall be published on the Program website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu) and sent to the email address referred to in § 1 item 16.
10. The Participant to whom the Prize is granted shall be obliged to provide, at the request of the Organizer, the information required by the Event Company organizing the Trip, including whether the Participant has a valid passport with an indication of the expiry date of the passport, whether the Participant has a valid visa or ESTA document. The Participant may also be requested to send a scan of the passport. In addition, the Participant is required to provide the data necessary to issue and send a tax return for the income earned by the Participant in connection with participation in the Program. The above information is to be provided by the Participant using the form that shall be made available to Participants on the Website on the Program website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu). Failure to provide the information and documents by the deadline specified by the Organizer may result in the Participant being deprived of the right to the Prize.
11. The Participant is obliged to arrange transport to and from the place of departure for the Trip at their own expense and risk. Information on where the airport assigned to the Participant's country of residence is located can be found in Attachment no. 1 to the Regulations.
12. The Participant who receives the Prize acknowledges that photographs and videos may be taken during the Trip which may record the Participant's image and voice. These materials shall be used solely for the purpose of passing them on to the Participants taking part in the Trip so that, through these materials, the Participants can preserve the memories associated with the Trip. The materials in the form of photos and videos shall only be shared with the Participants of the Trip and shall not be used by TTI or the Organizer for any other purpose. Upon completion of the Trip, Participants shall be provided with access to the photos and videos on the website [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu)

for download. The photos and videos shall be made available for a period of 14 days, after which time they shall be deleted. The Participant acknowledges that making the downloaded photos or videos available on their own (e.g. in social media) may lead to the dissemination of other people's images, which requires their prior permission; the lack of such permission may constitute a violation of such people's rights, including their personal rights.

13. The Organizer shall issue an appropriate tax return for the income received by the Participant in connection with the Prize and send it to the Participant at the address specified on the Website.
14. The Prizes are not convertible to cash. The winner shall not be entitled to reserve any specific features of the Prize.
15. The Participant using the Prize is obliged to comply with the Trip program covered by the Trip voucher.
16. The Participant cannot change the date of the Trip.
17. The Trip only provides services indicated in the Trip program and covered by the Trip voucher. Neither the Organizer nor TTI shall be liable in any way for services and obligations not covered by the Prize, in particular the Prize does not include refunds or reimbursement of any expenses or costs of additional services not covered by the Trip voucher, which were ordered or purchased by the Participant during the Trip - any such services or obligations are made at the Participant's own expense and risk.

### **§ 3 Website Account Service**

1. Definitions:
  - a) Account – a free functionality within the Website (a service provided electronically) that allows the Participant to access the Website.
  - b) Website – the website used to operate the Heavy Duty Adventure.eu Program on the website at [www.heavydutyadventure.eu](http://www.heavydutyadventure.eu).
  - c) Service Provider – the Program Organizer: "PMICOMBERA" sp. z o.o. with its registered office in Warsaw 02-952 at ul. Wiertnicza 39A.
2. The creation of an Account and the use of the Account is free of charge and voluntary, but necessary for participation in the Program.
3. An Account shall be created by the Participant by making a Registration Application in accordance with § 1 item 12 of the Regulations.
4. The Account must be activated by the Organizer. At registration, the Participant must set a password to access the Account. Activation of the Account means registration of the Participant in the Program.
5. In order to use the Account, it is necessary to have a device (e.g. computer, tablet, mobile phone) with access to the Internet and a current web browser, with Cookies and Javascript enabled.
6. At the moment of activation of the Account and registration of the Participant in the Program, an agreement is concluded between the Participant and the Organizer on the provision of the Website Account service under the terms set out in this paragraph.
7. The agreement on the provision of the Website Account service is concluded for a fixed period of time until the end of the Program.
8. The Participant may cancel the Account at any time, without giving any reason or incurring any costs whatsoever. For this purpose, the Participant should send their resignation to the Organizer, at the email address: [kontakt@heavydutyadventure.eu](mailto:kontakt@heavydutyadventure.eu). The resignation shall result in the immediate deletion of the Participant's Account and the termination of the agreement in this respect. The deletion of the Participant's Account shall result in the inability to use the functionalities of the Website and the resignation from participation in the Program.
9. The Organizer may discontinue the provision of the Account service upon prior notification to the Participant in the event that: (1) the Participant has resigned from the Program (2) the Organizer has decided to exclude the Participant from the Program.
10. The provision of unlawful content by the Participant is prohibited.
11. The Participant is obliged to use the Website in a manner consistent with the provisions of the law in force in the Republic of Poland, the provisions of EU law and the provisions of the Regulations and

the general rules of using the Internet.

#### **§ 4**

##### **Complaint procedure**

1. Notwithstanding and without prejudice to the Participant's rights under applicable law to make and assert claims, any complaints regarding the Program and/or the Website Account service may be made to the Organizer.
2. Complaints regarding the purchase data of Milwaukee Products registered in the Participant's Account may be submitted until the end of the month in which the purchase took place.
3. Complaints regarding the award or denial of a Prize may be made until 06 November 2024.
4. Complaints regarding the Website Account service may be made at any time during the Program.
5. Complaints should be submitted electronically to the following email address: kontakt@heavydutyadventure.eu.
6. Complaints submitted after the expiry of the reserved time limits shall not be considered.
7. Complaints shall be dealt with within 5 days counted from the day they are received by the Organizer. The response to the complaint can be provided by the Organizer in electronic form to the email address which is assigned to the Participant in the Program.
8. Notwithstanding the complaint procedure specified above, the Participant has the right to pursue claims before a competent common court.

#### **§ 5**

##### **Final provisions, personal data**

1. The Organizer reserves the right to change the content of these Regulations, provided that the changes do not adversely affect the Participants. Any changes to the Regulations shall be communicated to the Participant electronically, 2 weeks in advance. The applicable version of the Regulations after each change shall be posted on the Program website. Failure of the Participant to accept changes to the Regulations means their resignation from the Program.
2. A Participant who does not comply with these Regulations may be excluded from the Program.
3. Any and all personal data, and in particular the personal data of Participants, shall be processed in accordance with the legal provisions in force in the field of personal data protection, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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, (General Data Protection Regulation) ("GDPR").
4. With regard to personal data collected during the Program and processed for the purposes and to the extent necessary to organize the Program, as well as with regard to personal data in the form of image and voice recorded on photos and videos made during the Trip constituting a Prize in the Program, the controller of personal data is Techtronic Industries Eastern Europe Sp. z o.o. with its registered office at ul. Komitet Obrony Robotników no. 45A, 02-146 Warsaw, entered in the Register of Businesses maintained by the Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register under KRS number 215064, NIP [tax ID]: 534-22-72-218.
5. The data is processed on the following basis:
  - a) in connection with the processing of the data within the aforementioned scope and purpose, "PMICOMBERA" sp. z o.o. with its registered office in Warsaw 02-952 at ul. Wiertnicza 39A, entered in the Register of Businesses maintained by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register under KRS number 0000050276, NIP [tax ID]: 952-00-13-172, share capital of PLN 104. 000.00 is the entity processing the personal data (Processor) under the entrustment agreement concluded with TTI; the Participant's personal data may also be transferred to other entities for the purpose of the Program and to the extent necessary for this purpose (including hosting providers, suppliers of IT and short text message systems, Event Company organizing the Trip).

- b) personal data is processed on the basis of the controller's legitimate interests, in order to carry out and organize the Program, including the issuance and redemption of the Prizes and to obtain Participants' opinions on their participation in the Program by means of surveys (on the basis of Article 6(1)(f) of the GDPR);
  - c) The Participant has the following rights in relation to the processing of their personal data: the right to access the data, the right to request rectification, restriction of processing or the right to erasure, as well as the right to object to the processing and to lodge a complaint with the supervisory authority which is also the leading supervisory authority for the above-mentioned purpose of processing (in Poland it is the President of the Office for Personal Data Protection);
  - d) the above entitlements can be exercised by the Participant by sending their request via the online contact form relating to [Privacy Policy \(onetrust.com\)](https://www.onetrust.com), with the exception of a complaint with the supervisory authority which must be addressed directly to the President of the Office for Personal Data Protection;
  - e) the data shall be processed for the duration of the Program; with regard to the surveys conducted, personal data shall be stored until the Controller's legitimate interests are fulfilled;
  - f) providing personal data is voluntary but necessary to participate in the Program. Failure to provide data shall result in not being able to participate in the Program;
  - g) the recipients of the personal data may be the Controller's subcontractors who need to access the data to perform their duties;
  - h) the personal data of the winners of the Prizes, in connection with winning shall also be transferred to the Event Company organizing the Trip constituting the Prize in the Program, for the purpose of redeeming the Prize;
  - i) personal data shall not be subject to automated decision-making or profiling;
  - j) in connection with the redemptions of the Prize (trip to the United States) by the Event Company, personal data may be transferred to entities located in countries outside the European Economic Area, in particular in the United States, in particular carriers, hotel companies, as well as other entities providing related services with the Trip; in such cases, steps necessary to protect data are taken in accordance with the requirements of applicable law; for example, the foreign recipient may be required to comply with certain contractual terms, such as the European Commission's Standard Contractual Clauses.
6. At the same time, irrespective of the above, in order to implement the Account service, in the scope of complaint proceedings connected with the Program and in the scope necessary to pursue or defend against possible claims resulting from the Program as well as in order to fulfill tax obligations, the controller of the personal data of the Participants is the Organizer, i.e. "PMICOMBERA" sp. z o.o., ul. Wiernicza 39A, 02-952 Warsaw which processes personal data according to the principles described below. The Organizer can be contacted via the website [www.pmi.pl](http://www.pmi.pl) under the "Kontakt" [Contact] tab or by letter to the Organizer's registered office address. "PMICOMBERA" sp. z o.o. has appointed a Data Protection Inspector who can be contacted via the website [www.pmi.pl](http://www.pmi.pl) under the "Kontakt" [Contact] tab.
- a) The Organizer, as the controller of the personal data, processes the data for the following purposes and on the following legal bases:
    - a. For the purpose of concluding and performing the agreement on the provision of the Account service which is an electronically provided service and enabling the use of the related functionalities (Article 6(1)(b) of the GDPR),
    - b. For the purpose of pursuing their legitimate interest (Article 6(1)(f) of the GDPR) which is processing of possible complaints, as well as exercising or defending of the Organizer's claims;
    - c. For the purpose of complying with the Organizer's statutory obligations regarding tax settlements (Article 6(1)(c) of the GDPR),
  - b) personal data relating to the Account service shall be processed for the period of use of the Account, except for the data necessary for handling of possible claims – the data shall be kept until the expiry of the periods of limitation of claims. Other personal data shall be processed until the statute of limitations on claims, i.e. for a period of 6 years from the date of issuance of the Prize or termination of participation in the Program (whichever event occurs later);
  - c) The Participant has the following rights in relation to the processing of their personal data: the right to access the data, the right to request rectification, restriction of processing, data portability or the right to erasure, as well as the right to object to the processing and to lodge a

complaint with the supervisory authority which is also the leading supervisory authority for the above-mentioned purpose of processing (in Poland it is the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw); the Participant may exercise these rights by sending their request through the website [www.pmi.pl](http://www.pmi.pl) in the Kontakt” (“Contact) tab. In case of an intent to lodge a complaint with a supervisory authority, it should be addressed directly to the President of the Office for Personal Data Protection at the mailing address specified above;

- d) recipients of personal data may be subcontractors of the Organizer, in particular in the provision of outsourced IT services (email support and hosting, equipment maintenance, etc.), as well as entities providing consulting and legal services;
- e) providing personal data is voluntary but necessary to participate in the Program. Failure to provide data shall result in not being able to participate in the Program;
- f) personal data shall not be subject to automated decision-making or profiling;
- g) The Organizer may transfer personal data to related entities based outside the European Economic Area (EEA), i.e. the United Kingdom which is the headquarters of Advantage Smollan Limited. The transfer of personal data outside the EEA shall be carried out ensuring an adequate level of data protection, as required by the provisions of the GDPR, primarily through cooperation with processors of personal data in countries for which a relevant decision of the European Commission stating an adequate level of protection has been issued.

#### Attachment no. 1 to the Regulations

List informing about the documents for entry to the United States and about Airports.

Country	Document		Airport
	Visa	Esta	
Czech Republic		X	Prague
Hungary		X	Vienna
Poland		X	Warsaw
Romania	X		Bucharest
Slovakia		X	Vienna
Bulgaria	X		Confirmation at a later time
Croatia		X	Confirmation at a later time
Slovenia		X	Confirmation at a later time
Serbia	X		Confirmation at a later time
Bosnia	X		Confirmation at a later time
Turkey	X		Confirmation at a later time
Israel		X	Confirmation at a later time
Greece		X	Confirmation at a later time
Cyprus	X		Confirmation at a later time
Ukraine	X		Confirmation at a later time
Albania	X		Confirmation at a later time