

Terms and Conditions of the Pride of Poland and Summer Sale 2023 Auctions

These Terms and Conditions of the Auction have been drawn up on the basis of the laws in force in the territory of the Republic of Poland.

The Terms and Conditions of the Auction set forth the general rules governing the participation in an Auction, including a Bidding, and conclusion of Transactions on the Equibid website available at <http://www.equibid.pl>.

The Terms and Conditions of the Auction define the rights and obligations of the Participants and other rules regarding the Auction.

The Terms and Conditions of the Auction are made available free of charge in a form that enables their downloading, recording and printing.

Participation in an Auction is conditional upon reading and accepting the Terms and Conditions of the Auction. Participation in an Auction means acceptance of the Terms and Conditions of the Auction.

I. DEFINITIONS

The terms used in the Terms and Conditions of the Auction have the following meanings ascribed to them:

1.1. E-mail address

Designation of an ICT system enabling communication by means of electronic communication.

1.2. Personal data – natural persons, legal persons and other organisational units with legal capacity.

Any information concerning an identified or identifiable natural person, legal person processed by the Service Provider in order to properly provide the Services specified in the Rules, as well as for statistical purposes related to the operation of the Website.

1.3. Terms of Use

The Terms of Use of the Equibid website. The Terms of Use are available at www.equibid.pl.

1.4. Website

Equibid IT solution managed by the Service Provider, through which the Auction Organiser organises and runs an Auction. The Website is available at www.equibid.pl.

1.5. ICT system

A set of cooperating IT devices and software ensuring processing and storing, as well as sending and receiving data via telecommunications networks by means of a terminal device appropriate for a given type of network, as defined in the Act of 16 July 2004 – telecommunications law (consolidated text Journal of Laws 2021.576 as amended).

1.6. Means of electronic communication

Technical solutions, including ICT devices and software tools cooperating with them, allowing for one-to-one communication at a distance using data transmission between ICT Systems, and specifically electronic mail.

1.7. Personal Data Protection Laws

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (Official Journal of the EU. L No. 119, p. 1) – otherwise known as "GDPR" – and the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws 2018.1000, as amended).

1.8. Account

A separate part of the Website containing information and rights assigned to a User, identified by a login and password.

1.8.1. Individual account

An individual User Account created after Registration, through which the User uses the content and Services of the Website.

1.8.2. Company account

A User Account created after Registration, through which the User uses the content and Services of the Website in connection with the User's business or professional activity.

1.9.Registration

The act of providing the relevant data, including Personal Data, which is necessary for a User to create an Account.

1.10.Registration form

A form filled in by a User to create a Website Account.

1.11.Services

Services provided electronically by the Service Provider to a User through the Website, including: creating an Account, logging in, operating the Account, sharing content and materials concerning the Auction and related services or products, including participating in Auctions, concluding Transactions.

1.12.User

A natural person, a legal person, an organisational unit that is not a legal person to which the law grants legal capacity or other approved entity with full legal capacity that has entered into a contract with the Service Provider for the provision of services by electronic means available on the Website in accordance with the rules set forth in the Terms of Use and applicable laws.

1.13.Participant

(1)A User who enters into a contract with the Auction Organiser for access to the Auction organised and conducted by the Auction Organiser and joins the Auction, or (ii) a natural person, a legal person, an organisational unit that is not a legal person to which the law grants legal capacity or any other entity approved by the Auction Organiser having full legal capacity, which is physically at the Auction site (On-Live Auction) and participates in an Auction.

1.14.Service Provider

Website Manager Henryk Świącicki conducting a business activity under the name HS Events Henryk Świącicki, Gąsawy ul. Parkowa 1, 64-500 Szamotuły, NIP [Tax Identification Number]: 7871211382, REGON [Business Statistical No.]: 634060110.

1.15.Provider

A natural person, legal person, an organizational unit that is not a legal person, to which the law grants legal capacity, or any other entity approved by the Auction Organiser, having full legal capacity, which submits to the Auction Organiser an Item for sale in the Auction, and which enters into a contract of sale of the Item with the Buyer.

The Provider has the right to get to know Auction Participants before the bidding begins.

1.16.Buyer

A Participant participating in a Bidding who, as the winning bidder, has offered the highest price accepted by the Auctioneer, and enters into a contract of sale of an Item with the Provider (purchases the Item from the Provider).

1.17.Auction Organiser

The Polish Jockey Club, ul. Puławska 266, 02-684 Warsaw, NIP [Tax Identification Number]: 9512023888, REGON [Business Statistical No.]: 017359475.

1.18.Consumer

A natural person entering into a legal transaction with a business operator, where such a transaction is not directly related to the person's business or professional activity.

1.19.Business Operator acting in the capacity of a consumer

A natural person that enters into a contract directly related to their business activity, when the content of the contract shows that it does not have a professional character for such a person, resulting specifically from the objects of their business activity shared on the basis of the provisions of the Central Register and Information on Business Activity.

1.20.PESA

The Provision of Electronic Services Act (PESA) of 18 July 2002 (consolidated text, Journal of Laws 2020.344, as amended).

1.21.Auction

A method of concluding contracts of sale of Items in the form of a public auction, involving one or more Biddings, consisting in the submission of competitive bids to the Auction Organiser under an established procedure by Bidding Participants (bidders), in which the winning Participant, subject to the sale being knocked down, enters into a contract of sale (purchase) of an Item, unless the established procedure provides otherwise. The auction is conducted in an online mode, i.e., with the use of technology enabling mutual communication between the Auction Organiser and a User in real time or in a hybrid mode, i.e., additionally with the simultaneous participation of people physically present at the Auction site (On-Live Auction).

1.22.Terms and Conditions of the Auction

Terms and Conditions defining the rules and procedure for organising and conducting an Auction, including the conditions for participating in such the Auction or specific Biddings, the conditions for concluding a Transaction, the rights of the Auctioneer and the Provider. It is made available to Participants free of charge in a form which enables its downloading, recording and printing. In the case of an On-Live Auction, it is made available at the Auction Venue.

1.23.Bidding

A method of concluding a contract of sale of an Item in an Auction in the form of a public auction, involving a single Item, consisting in the submission of competitive bids by Auction Participants (bidders) to the Auction Organiser under an established procedure, in which the winning Participant, subject to the sale being knocked down, enters into a contract of sale of (purchases) the Item, unless the established procedure provides otherwise. The Bidding is conducted in an online mode as part of the Auction, i.e., with the use of technology enabling mutual communication between the Auction Organiser and a User in real time or in a hybrid mode, i.e., additionally with the simultaneous participation of people physically present at the Auction site (On-Live Auction). The Auction Organiser, at the request of the Item Owner, has the right not to allow a Participant designated by them to participate in a Bidding if – in particular on the basis of previous experience – there are reasonable grounds for assuming that the Participant is unreliable in meeting the obligations associated with participation in an Auction and winning the same.

1.24.Item

A thing, an animal, or other Bidding object offered by a Provider for sale at an Auction Bidding (including an embryo or unborn foal).

1.25.Auctioneer

A person conducting the Auction, including Biddings, in particular announcing the beginning and end of the Auction, accepting submitted bids, indicating the best bidder upon the sale being knocked down, determining the order of submitted bids or resolving other disputes concerning the Auction.

1.26.Call Price

The amount for an Item at which a Bidding starts.

1.27.Minimum Price

The amount for an Item that may be determined by a Provider and which, if not achieved during a Bidding, results in a failure to conclude a contract of sale of the Item. The minimum price is not public information. The application and principle governing the functioning of the Minimum Price in an Auction is specified in the Terms and Conditions of the Auction.

1.28.Purchase Price

The amount determined in the course of a Bidding, representing the sale price of an Item as defined in the sale contract concluded between a Buyer and a Provider, confirmed by the Auctioneer's knock down of the sale, increased by the payable tax on goods and services (VAT), if any, which is not negotiable following an Auction.

1.29.Auction Fee

A fee constituting 2% (in words: two percent) of the Purchase Price, being the remuneration due to the Auction Organiser from a Buyer participating in an Auction via the Website for the organised and conducted

Bidding.

1.30.Final Fee

The amount being the sum of the Purchase Price, the Auction Fee and other additional fees, if any, and determined by the Bidding.

1.31.Transaction

A contract of sale of an Item concluded between a Buyer and a Provider following the Bidding.

1.32.Increment

The amount by which the price of an Item changes during the Bidding.

1.33.Bid

Submission of an offer to conclude a contract of sale (purchase) of an Item by a Participant participating in a Bidding.

1.34.Catalogue

A document prepared by the Auction Organiser based on data and information about individual Items provided by Providers of such Items, including a description of the Items.

I.GENERAL PROVISIONS

2.1.These Terms and Conditions of the Auction specify:

2.1.1.rights and obligations of a Participant, User, a Provider, Auctioneer and the Auction Organiser concerning or related to an Auction,

2.1.2.the rules of participation in the Auction.

2.2.The Participant is obliged to comply with the provisions of the Terms and Conditions of the Auction from the moment of their acceptance.

2.3.An Auction is conducted in the form of an On-Live Auction, that is, via the Website, and also with the simultaneous participation of people physically present at the Auction site. All information contained in the Website is for reference only and does not constitute a commercial offer, unless the published information clearly indicates otherwise.

2.4.The Auction Organiser reserves the right to amend, withdraw, cancel or modify an Auction or a Bidding, in whole or in part, prior to their commencement and to perform any acts in law permissible under the law. The changes do not affect the acquired rights.

I.CONDITIONS FOR PARTICIPATION IN THE AUCTION

3.1.An Auction is conducted as an On-Live Auction, that is, as a Website Auction via the Internet, and also with the simultaneous participation of people physically present at the Auction site. Participation in an Auction other than a Website Auction is only possible in person, by being physically present at the site of the Auction. The technical requirements of participating in a Website Auction are as follows:

3.1.1.connection to the Internet via a terminal device,

3.1.2.a web browser enabling participation in the Auction via a terminal device,

3.1.3.having an active Website Account.

3.2.In order to properly participate in a Website Auction, it is recommended to have an Internet connection of at least 10 Mb/s and use a terminal device with video and audio capabilities. Otherwise, it may not be possible to participate in the Auction.

3.3.The quality of the Auction transmission may depend on the Internet connection and the terminal device used by a Participant.

3.4.The Auction Organiser stipulates that participation in a Website Auction may involve standard risks associated with the use of the Internet. It is recommended that a Participant take appropriate measures to minimise them. The Auction Organiser stipulates that participation in an Auction by being physically present at the Auction site may involve the standard risks associated with being in the presence of animals, may entail the obligation to comply with the rules for staying at the Auction site imposed by the manager of the site or the Auction Organiser.

3.5.The Terms and Conditions of the Auction are established by the Auction Organiser. The Auction Organiser determines the conditions and rules for participation in an Auction. Participation in an Auction is conditional upon acceptance of the Terms and Conditions of the Auction.

3.6.The Auction Organiser may record the course of the Auction with video or audio recording equipment.

3.7.The participant pays a Deposit of EUR 2,500 (in words: two thousand five hundred). Failure to pay the deposit is the basis for exclusion from an Auction. The deposit is paid either to the bank account number provided by the Auction Organiser on the website www.prideofpoland.eu, or in cash (in PLN, EUR), or via a cashless payment terminal – if the technical conditions for facilitating cashless payment via a payment terminal are met. The deposit is considered paid, (i) if the payment is credited to the bank account before the start of a specific part of the Auction (Pride of Poland and Summer Sale), (ii) if the payment is made via a cashless payment terminal no later than 2 hours before the starting time of a specific part of the Auction (Pride of Poland and Summer Sale) – if the technical conditions for facilitating cashless payment via a payment terminal are met, (iii) in cash to a person designated by the Auction Organiser no earlier than 6 hours before the starting time of a given part of the Auction (Pride of Poland and Summer Sale), and no later than 2 hours before the starting time of a given part of the Auction (Pride of Poland and Summer Sale). If the Deposit is paid in cash, it is necessary to provide the bank account number so that the Deposit may be returned if not collected in cash. If the Transaction is completed, the Deposit secures the payment of the Purchase Price, and if the Purchase Price and the Auction Fee are paid, it is to be credited to the Purchase Price, and the Auction Organiser or Service Provider transfers the deposit to a Provider. In the event of failure to conclude the Transaction, the Deposit is refundable within 14 days of the end of an Auction. The date of Deposit refund is considered to be the date of cash refund or the date when a bank account from which the deposit refund is made is charged. The Auction Organiser or the Service Provider will deduct from the amount of the refunded or transferred Deposit bank fees incurred in connection with the refund or transfer of the Deposit.

3.8.If a representative is authorised to act during an Auction by more than one Participant, the representative is required to pay a single Deposit.

3.9.Each registered Participant will be assigned a seat in a designated VIP area. If a Participant fails to purchase an Item, the Auction Organiser may charge the Participant in accordance with the price list applicable to invitations to the VIP area published on the website www.prideofpoland.eu.

3.10.The Auction Organiser may indicate which Auctions will be held only at the Auction site and not in the form of an On-Live Auction. In the case of Items submitted to an Auction up to 7 days before the start of the Auction, the Auction Organiser will provide information about which Auctions will be conducted only at the Auction site no later than 6 days before the start of the Auction. In the case of Items submitted to an Auction later than 7 days before the start of the Auction, the Auction Organiser will provide information about which Auctions will be conducted only at the Auction site immediately after taking a decision.

I.AUCTION CONDITIONS

4.1.An Auction is conducted in accordance with the Terms and Conditions of the Auction.

4.2.The Terms and Conditions of the Auction define the rights and obligations of the Participants and other rules regarding an Auction. The Terms and Conditions of the Auction are made available free of charge in a form that enables their downloading, recording and printing. Participation in an Auction implies acceptance of the Terms and Conditions of the Auction.

4.3.The Auction Organiser provides Services in accordance with the Terms and Conditions of the Auction.

4.4.In order to participate in a Website Auction, a User should have a Website Account, sign up for an Auction and accept the Terms and Conditions of the Auction. To participate in an Auction other than a Website Auction one is required to be physically and directly present at the site of the Auction.

4.5.The Auction Organiser may make the Catalogue available to a User. The Catalogue does not constitute an offer within the meaning of generally applicable law and is for reference only.

4.6.A User's data that allow the User to log in to an Account, and thus participate in a Website Auction, are confidential. The User may not disclose these data to third parties.

4.7.It is not allowed to share the Account with third parties. The Auction Organiser is not liable for the use of a User's login data by third parties. All actions taken from a Participant's Account are recorded as the Participant's actions. A User is liable for sharing an Account with third parties.

4.8.A Participant agrees that the time needed to send data and receive feedback as part of online data

transmission may depend, in particular, on the bandwidth of the Internet connection used by the Participant, and therefore the Service Provider or the Auction Organiser may receive data or information with a delay.

4.9. An Auction is organised and conducted by the Auction Organiser, including with regard to the disclosure of Items, Increments, Bids, Call Prices.

4.10. Each Auction will be held in two parts, i.e., the Pride of Poland and Summer Sale. The Pride of Poland will start on 13 August 2023 at a time specified by the Auction Organiser on the website www.prideofpoland.eu. The Summer Sale will start on 14 August 2023 at a time specified by the Auction Organiser on the website www.prideofpoland.eu. The place where the Auction takes place is Wygoda 3, 21-505 Janów Podlaski (Stadnina Koni Janów Podlaski Sp. z o.o.) or any other location indicated by the Auction Organiser on the website www.prideofpoland.eu.

4.11. The Auction is conducted in English.

4.12. Prices in the Auction are quoted in the Euro currency.

4.13. The Auction Organiser determines the order in which Items will be displayed at the Auction.

4.14. Minimum Prices are applied in the Auction. Individual Items may be subject to the Minimum Price. Failure to achieve the Minimum Price of an Item in a Bidding results in failure to conclude the Item Transaction. The Minimum Price is not public information. The Auctioneer informs that the Minimum Price has not been reached and the Transaction has not been concluded.

4.15. Data and information concerning the Auction is provided by the Auction Organiser, except for data from a Provider, and specifically data on an Item.

4.16. The Auctioneer is appointed by the Auction Organiser.

4.17. The Auction Organiser partners with a Provider during the Auction, unless otherwise specified in the Terms and Conditions of the Auction.

4.18. The Auction Organiser should be the contact person in all matters related to the Auction, unless otherwise specified in the Terms and Conditions of the Auction.

4.19. A User's Registration for a Website Auction is made by signing up for the Auction and accepting the Terms and Conditions of the Auction. Participants who participate in the Auction by being physically present at the Auction site register before the start of the Auction. In order to register a Participant who will participate in the Auction by being physically present at the Auction site, it is necessary to provide, in particular, (i) if the Participant is a natural person – name, surname, address of registered residence, address of actual residence – if different from the address of registered residence; (ii) if the Participant who is a natural person makes a purchase as part of its business, professional or agricultural activity – also the registered name of its activity, its address, NIP no., REGON; (iii) if the Participant is a legal person or an organisational unit that is not a legal entity and is granted legal capacity under the law, or other entity – all identification data, including in particular the registered name with an indication of its legal form, registered office, address, KRS [company registration] number (or entry number in the relevant register), NIP (or tax identification number), REGON (or statistical identification number), the basis for authorisation to act for the Buyer or on behalf of the Buyer, together with an indication of the function of the person representing the Buyer, as well as other data required by the Auction Organiser.

If a Participant acts through a representative – the representative must present an appropriate power of attorney with legible signatures (in the original form or a copy thereof).

A Participant or the person representing the Participant must present a proof of identity (ID card, passport).

Upon registration of a Participant participating in the Auction by being physically present at the Auction site, the Auction Organiser assigns an auction number to such a Participant and provides a plate with the Participant's number to the Participant, which they use to raise their Bids by Bid Increments.

4.20. Registration means acceptance of the Terms and Conditions of the Auction Participation in a Website Auction means any activity that leads to the obtaining the knowledge of the content presented as part of the Auction. Participation in an Auction by being physically present at the Auction site means any manifestation of activity in the Auction, including but not limited to Bids. Participation in an Auction may only take place according to the rules specified in the Terms and Conditions of the Auction. By accepting the Terms and Conditions of the Auction, the User agrees to all the provisions contained therein and undertakes to abide by them, including payment of the Purchase Price, payment of the Auction Fee.

4.21. A Participant agrees to participate in an Auction, including a Bidding, in accordance with the law, the

principles of public policy. A Buyer agrees to exercise due diligence in order to complete a Transaction, including through the payment of the Purchase Price, collection of an Item.

4.22. For the purpose of participating in an Auction or in connection with participating in the Auction, a User or a Participant may be obliged to provide the Auction Organiser with the following personal data: name, surname, e-mail address, Account login (applies to the Website users), telephone number, address of residence, PESEL no., NIP, registered name, device IP (applies to the Website users) and other necessary data. The aforementioned data are necessary for participation in an Auction, the servicing of Transactions. Failure to provide the required data is the basis for exclusion from an Auction.

4.23. By providing their data, including Personal Data, a User or a Participant declares that:

4.23.1. they are true, complete and factually correct,

4.23.2. they do not violate the rights of third parties, the User or Participant is entitled to dispose of the data,

4.23.3. they are entitled to participate in an Auction, to conclude the Transaction,

4.23.4. they have read the Terms and Conditions of the Auction and agree to comply with them,

4.23.5. they have read the information clause provided by the Auction Organiser,

4.23.6. if a User or a Participant has granted a power of attorney – the power of attorney has been properly and effectively granted and authorises at least to participate in an Auction, to conclude a Transaction;

4.24. The Auction Organiser reserves the right to verify the data provided by a User or a Participant, including their veracity and completeness.

4.25. A User or a Participant is obliged to update the data provided, including Personal Data, in particular in the event of their change.

4.26. More information on the principles of processing Personal Data is provided by the Auction Organiser in their fulfillment of the information obligation.

4.27. A Bid submitted by a Participant or a Transaction concluded by a Buyer whose Account is deleted or suspended before the end of Bidding, ceases to be binding. Information about the deletion or suspension of the Account is made evident in the course of an Auction.

4.28. An Auction is also an On-Live Auction. The place enabling physical participation of a Participant is a separate zone indicated by the Auction Organiser on the premises located at Wygoda 3, 21-505 Janów Podlaski (Stadnina Koni Janów Podlaski Sp. z o.o.) or another place indicated by the Auction Organiser on the website www.prideofpoland.eu.

4.29. An On-Live Auction requires coordination of the activities of Participants participating in a Website Auction and participating in an Auction by being physically present at the Auction site, which may affect the course of the Auction and will be taken into account by the Auction Organiser and Auctioneer.

4.30. Photographs or videos of Items or information about Items posted in connection with an Auction are for reference only.

4.31. The Auctioneer conducts an Auction, and in particular, announces the start and end of the Auction, the start and end of Bidding, coordinates activities of Participants participating in a Website Auction and participating in the Auction by being physically present at the Auction site, accepts Bids submitted in the course of Bidding, indicates Increments, indicates the winner of Bidding, determines the order of submitted offers or resolves other disputes regarding the Auction, including individual Biddings.

4.32. A Bidding in an Auction starts with the Call Price. During Bidding a Participant may place Bids on an Item. A Participant participating in a Website Bidding places Bids via the Website. A Participant participating in an Auction by being physically present at the Auction site places a Bid only using a plate with the Participant's number provided by the Auction Organiser – the Bid is assigned to the Participant based on the used plate with the Participant's number.

4.33. During the Auction Bidding will be conducted in the following Increments: Pride of Poland part of the Auction – EUR 1,000 (in words: one thousand); Summer Sale part of the Auction – EUR 500 (in words: five hundred). During Bidding the Auctioneer may change Bidding Increments – in this case they will apply to a specific Bidding.

4.34. If two or more Bids of the same amount are placed, the Bid placed earlier takes priority.

4.35. In the event of an error or a dispute over the course or outcome of the Bidding, the Auctioneer may

order the re-run of the Bidding. In this case, the previous Bidding is annulled, ceases to be binding and is ineffective, and the Auctioneer conducts a new Bidding.

4.36. An Item is offered in Bidding in the condition it is in at the time of Bidding ("as is"). The Participant is advised to carefully inspect the Item before starting the Bidding process. The Auction Organiser may allow for a visual inspection of an Item at: Wygoda 3, 21-505 Janów Podlaski (Stadnina Koni Janów Podlaski Sp. z o.o.) or any other place indicated by the Auction Organiser on the website www.prideofpoland.eu on the day of the part of the Auction, on which a specific Item is displayed and at the time and on the conditions provided by the Auction Organiser. The Auction Organiser may conduct a preview of the Items before the start of an Auction, at the place and on the date indicated by the Auction Organiser on the website www.prideofpoland.eu. Participation in a Website Auction does not justify a failure to carry out an inspection – the inspection may be carried out independently of participation in the Website Auction, including in person or by a representative.

4.37. The Item offered as part of an Auction is put up for sale by the Provider. The Auction Organiser is not a party to contracts concluded between the Participant and the Provider, in particular the Item Transaction or other contracts concerning the Item.

4.38. According to a Provider's statement, the Item is the sole property of the Provider, is free from legal defects, is not encumbered with the rights or claims of third parties, is not seized in court or administrative proceedings to secure claims or enforcement proceedings, does not form part of the bankruptcy or restructuring estate, remains in an undisturbed possession of the Provider. According to the statement of a Provider, an Item has a confirmed pedigree, has a passport, is registered in the Purebred Arabian Stud Book (PASB). The above does not apply to an embryo or an unborn foal. A Provider does not guarantee that a given Item is suitable for training or any other purpose, even potentially assumed, by a Participant.

4.39. In accordance with a Provider's statement, a Provider accepts the Terms and Conditions of the Auction and agrees to comply with them.

4.40. A Bid placed by a Participant binds that Participant. A Bid placed by a given Participant ceases to bind that Participant when another Participant places a more favorable Bid. The moment of concluding a Transaction is the Auctioneer's knock down of the sale. The Transaction is concluded between a Buyer and a Provider. The conditions of the Transaction are specified by the Provider with the participation of the Auction Organiser, and accepted by a Participant. The Transaction is concluded under the conditions set forth in the Terms and Conditions of the Auction. The Transaction is made for the Purchase Price, unless the Terms and Conditions of the Auction provide otherwise. By concluding the Transaction, a Buyer agrees to pay the Purchase Price and to collect the Item. Delivery or collection of the Item after the Transaction, transfer of ownership rights and other rights take place under the Terms and Conditions of the Auction.

4.41. If a Buyer is a Participant participating in the Auction by being physically present at the Auction site, such a Participant is obliged to immediately following the Transaction, confirm the Transaction in writing, indicating, in particular, the Item, Transaction, Purchase Price, data necessary to identify the Buyer, legible signature of the authorised person, including, in particular, (i) if the Buyer is a natural person – name, surname, address of registered residence, address of actual residence – if different from the address of registered residence; (ii) if the Buyer who is a natural person makes a purchase as part of their business or agricultural activity – also the registered name of its activity, its address, NIP no., REGON no.; (iii) if the Buyer is a legal person or an organisational unit that is not a legal person, which is granted legal capacity by law or another entity – all identification data, including in particular the registered name with an indication of its legal form, registered office, address, KRS [company registration] number (or entry number in the relevant register), NIP (or tax identification number), REGON (or statistical identification number), the basis for authorisation to act for the Buyer or on behalf of the Buyer, together with an indication of the function of the person representing the Buyer; if the Buyer acts through a representative, the representative must present an appropriate power of attorney executed in writing with notarised signatures or in the form of a notarial deed; the Buyer or the person representing the Buyer must present a proof of identity (ID card, passport).

4.42. In the event of a failure to execute the above written confirmation of the Transaction by the Buyer participating in the Auction by being physically present at the Auction site immediately after the knock down of the sale, but no later than 10 (say: ten) minutes from the moment the Transaction has been acknowledged by the Auctioneer with the sale being knocked down, the Provider may withdraw from the Transaction within 15 minutes following the lapse of the said 10 minutes, in which case the Transaction is deemed not concluded, the outcome of the Auction is invalidated and the Auction is resumed from the last Bid (which is considered binding), to the exclusion of the Bid of the Participant who has not paid the amount of the confirmation of the Transaction. The said Participant will not be admitted to the resumed Auction.

4.43.If the Buyer is a Participant participating in an Auction via the Website, they are obliged to pay the Extended Deposit as a confirmation payment of EUR 1,000 for the Summer Sale Auction and EUR 5,000 for the Pride of Poland Auction immediately after the knock down of the sale. The payment on this account is made via the Website. The provisions on the Deposit apply *mutatis mutandis* to the Extended Deposit as a confirmation payment, unless the Terms and Conditions provide otherwise.

4.44.At a Provider's request made prior to the start of an Auction, also a Participant participating in the Auction by being physically present may be required to pay the Extended Deposit as a confirmation payment of EUR 1,000 for the Summer Sale and of EUR 5,000 for the Pride of Poland immediately after the knock down of the sale. The payment on this account is made on the principles referred to in point 3.7. If the Bid Purchase Price is lower than the amount of the Deposit or the amount of the Extended Deposit as a confirmation payment, the difference will be refunded to the Participant within 14 days following the end of the auction. Information about the need to pay the Extended Deposit as a confirmation payment will be sent to the Participant at least 30 minutes before the start of the Bidding as a text message to the phone number provided during registration. The Participant should take every effort be able to read the said message.

4.45. In the event of non-payment of the Extended Deposit amount in the form of confirmation payment under the terms and conditions specified above within 10 (in words: ten) minutes after the Auctioneer has conquered the Transaction, the Exhibitor, within 15 minutes after the expiration of the indicated 10 minutes, may decide to withdraw from the Transaction. This will have the effect of invalidating the result of the Auction and taking up the Auction anew from the last Conquest (which will be considered binding), not counting the Conquest of the Participant who has not paid the Extended Deposit amount in the form of confirmation payment. The said Participant will not be admitted to the Auction taken up anew.

4.45.The Auction Organiser may choose – even in the case of a Provider's request – not to demand the payment of the Extended Deposit as a confirmation payment (both in the case of a Website Auction and that of a Participant participating in the Auction while being physically present). However, in such a case, the Auction Organiser will not be entitled to use the security for the payment of the Commission-based Remuneration specified in the contract concluded between the Organiser and the Provider.

4.46.By concluding a Transaction, the Buyer participating in an Auction via the Website agrees to pay the Auction Fee to the Auction Organiser. The Deposit paid will serve as a security for the payment of the Auction Fee, provided that the Provider's claims against the Buyer are not first satisfied from it.

4.47.Immediately after the Transaction, the Auction Organiser will provide the Buyer with a confirmation of the Transaction, data for the payment of the Purchase Price, the Auction Fee (if any) and other data regarding the Bidding, the Item and the Provider.

4.48.The Buyer agrees to pay the Final Fee, including primarily the Purchase Price, within 14 days from the date of the Transaction or such other time as may be specified in the contract between the Provider and the Buyer.

4.49.The Buyer participating in a Website Auction agrees to pay the Auction Fee within 7 days of the date of the Transaction.

4.50.Payment of the Purchase Price is made in EUR (or in PLN in the amount of Polish zloty determined on the basis of the conversion of the Purchase Price at the EUR to PLN exchange rate from Table A of the average exchange rates of foreign currencies of the National Bank of Poland applicable at the date of the Transaction) to the bank account number indicated by the Provider. The Auction Organiser may be authorised by the Provider to collect the Purchase Price; the Buyer will be informed of this following the conclusion of the Transaction.

4.51.The Auction Fee is paid in EUR (or in PLN in the amount of Polish zloty determined on the basis of conversion of the Auction Fee according to the EUR to PLN exchange rate from Table A of the average exchange rates if foreign currencies of the National Bank of Poland applicable on the day of the Transaction) to the bank account number indicated by the Auction Organiser.

4.52.In the event of a delay in the payment of the Purchase Price or other amounts due to a Provider, interest will be due at the rate prescribed by the relevant provisions of the universally applicable law.

4.53.If the Buyer fails to pay all or part of the Purchase Price within 14 days from the date of the Transaction, the Provider is entitled to withdraw from the Transaction within 14 days from the date of expiry of the deadline for payment of the Purchase Price. In the event of withdrawal from the Transaction based on the preceding sentence, the Buyer (notwithstanding the Provider's non-negotiable retention of the Deposit), will pay to the Provider a contractual penalty of 30% (in words: thirty percent) of the Purchase Price for withdrawal from the Transaction for reasons for which the Buyer is responsible. The Buyer is obliged to pay

the contractual penalty within a maximum period of 7 (in words: seven) days from the date of receipt of the relevant debit note or demand for payment from the Provider.

4.54. The transfer of ownership of an Item from the Provider to the Buyer takes place upon payment of the full Purchase Price. Any release of an Item to the Buyer prior to the transfer of ownership to the Item is not equivalent to the transfer of ownership.

4.55. The Provider will release the Item immediately, no later than within 7 days from the date of payment of the entire Purchase Price, provided that the Purchase Price is paid in full in advance. The Buyer agrees to collect the Item on this date, provided the stipulated condition of payment of the entire Purchase Price has been met. The Buyer is solely responsible for collecting and making arrangements for the collection of the Item. The Provider agrees to cooperate with the Buyer in securing the collection of the Item.

4.56. The Provider will issue documents on an Item that is, in particular, the horse's passport, immediately, no later than within 7 days from the date of payment of the entire Purchase Price, provided that the Purchase Price has been paid in full in advance. The Buyer agrees to collect the documents on the Item within this time limit, upon fulfillment of the stipulated condition of payment of the entire Purchase Price. The Buyer is solely responsible for collecting and making arrangements for the collection of the documents on the Item. The Provider agrees to cooperate with the Buyer in carrying out the collection of documents on the Item.

4.57. The cost of releasing and collecting the Item, including in particular the cost of transport, preparation for transport, shipment and insurance, will be borne by the Buyer. The place of release and collection of the Item will be each time the address indicated by the Provider in the territory of Poland.

4.58. Should the Buyer fail to collect the Item within 7 days from the date of payment of the entire Purchase Price, the Provider is entitled to withdraw from the Transaction within 14 days of the date of expiration of the 7-day period running from the date of payment of the entire Purchase Price.

4.59. In the event of failure to pay the entire Purchase Price or failure to collect the Item, the costs relating to the Item, in particular the cost of maintaining, securing, safekeeping, keeping in good condition, will be borne by the Buyer.

4.60. If the Buyer is not a Consumer then the danger of accidental loss of or damage to the Item will pass to the Buyer upon payment of the entire Purchase Price. Entrusting an Item by a Provider to a carrier is considered to be the release of the Item, if the Provider had no influence on the selection of the carrier by the Buyer.

4.61. If the Buyer is a Consumer, the benefits and burdens associated with an Item and the risk of accidental loss of or damage to the Item will pass to the Buyer upon release of the Item to the Buyer. Entrusting the Item by a Provider to a carrier is considered to be the release of the Item, if the Provider had no influence on the selection of the carrier by the Buyer.

4.62. The Buyer's rights under the statutory warranty for physical defects of the Item are excluded – this provision does not apply, if the Buyer is a Consumer. Whenever the preceding sentence does not apply, the Item is deemed to be a used movable item and, pursuant to the second sentence of Article 568 § 1 of the Civil Code, the Provider's liability shall be limited to one year from the date of release of the Item to the Buyer.

4.63. Prior to a Bidding, an Item may be examined by a veterinarian at the expense of the interested Participant, subject to the consent of a Provider and on terms agreed upon with the Provider.

V. RIGHTS AND OBLIGATIONS OF THE AUCTION ORGANISER AND THE USER OR PARTICIPANT

5.1. It is forbidden to participate in an Auction in order to violate generally applicable laws or to the detriment of third parties. The Participant agrees to participate in the Auction in a manner consistent with the Terms and Conditions of the Auction, applicable law, and in a manner that does not violate the rights of the Auction Organiser and the rights of third parties, from the moment of taking the first action related to participation in the Auction.

5.2. When participating in the Auction, the Participant should, in particular:

5.2.1. refrain from any conduct that may impede or disrupt the Auction, the operation of the Website, refrain from any conduct, including the provision of content of an unlawful nature, contrary to the law, public morality, violating rights, including personal rights, of third parties or the legitimate interests of the Auction Organiser;

5.2.2.refrain from any conduct that is disruptive or violates the rights of other Participants.

5.3.Unacceptable behaviors include impersonating any person or entity, or falsely stating or otherwise misrepresenting one's affiliation with a person or entity, transmitting, storing or sharing content or code containing viruses, malicious code, malware or any components intended to damage or limit the course of the Auction or the functionality of the Website, interfering with or preventing another Participant from participating in the Auction.

5.4.In the case of finding that the Participant commits actions of an unlawful nature, in particular, actions that impede or destabilise the course of the Auction or the operation of the Website, the Auction Organiser is entitled to suspend the Participant's right to participate in the Auction, to report the action in question to the competent authorities.

5.5.The Participant acknowledges that any action consisting in an attempt to disrupt the course of the Auction or destabilise the Website may be considered an offence within the meaning of the Criminal Code.

V.LIABILITY

6.1.The Auction Organiser is not liable for the reliability, availability, uninterrupted operation of the Website and the consequences caused by malfunctions.

6.2.The Auction Organiser is not liable for the content posted on the Website commercially, on a reciprocal basis or non-commercial basis.

6.3.The Auction Organiser is not liable for damage resulting from the deletion of the Account of a User who violates the provisions of the Terms of Use.

6.4.The Auction Organiser is not liable for damage incurred by third parties as a result of the User's use of the Services in a manner contrary to the Terms of Use or the law.

6.5.The Auction Organiser is not liable for loss of data by the User due to external factors or other circumstances beyond the control of the Auction Organiser.

6.6.The Auction Organiser is not liable for damage resulting from the discontinuity of the provision of Services as a consequence of circumstances for which the Auction Organiser is not responsible, in particular *force majeure*, acts and omissions of third parties.

6.7.The Auction Organiser is not liable for any incomplete or false data provided by the User or Participant, including Personal Data.

6.8.The Auction Organiser is not liable for any incomplete or false data provided by the Provider, including Personal Data.

6.9.The Auction Organiser is not liable for any incomplete or false data about an Item provided by the Provider.

6.10.The Auction Organiser is not liable for any actions or omissions of the Provider, User or Participant contrary to these Terms and Conditions of the Auction or the law.

6.11.The Auction Organiser is not responsible for problems affecting the use of the Website, including those affecting User's participation in an Auction that are related to online access obtained by entities other than the Auction Organiser.

6.12.The Auction Organiser is not liable for the Terms of Use, conduct or for failure to perform, properly perform or for performance of contracts concluded by the Service Provider, data and information relating to the Website and not relating to the preparation and conduct of the Auction.

6.13.The Auction Organiser is not liable for the conduct of Users, Participants, a Provider or for failure to perform, properly perform or for performance of the Transaction, including the payment of the Purchase Price, release or collection of the Item. The Auction Organiser does not guarantee that the Provider and the Buyer are authorised to enter into and perform the Transaction or are capable of doing the same; also the Auction Organiser does not guarantee that they are solvent and that they have provided true and accurate data or information.

6.14.The Auction Organiser is not liable if an Item is not in line with a Provider's statements or information obtained from the Provider.

6.15.The Auction Organiser is not liable for an Item, including legal or physical defects of the Item, quality, safety or legality.

6.16. The Auction Organiser is not responsible for failure to perform or properly perform obligations if the cause was Force Majeure. Force Majeure means an exceptional event of an extraordinary nature with the following cumulative characteristics: a) the event is beyond the Auction Organiser's control, b) the Auction Organiser could not reasonably protect themselves against such an event, c) the event could not be foreseen, avoided or overcome by the Auction Organiser. In particular, the term means war or any other act of a military nature, including assassinations, acts of terror, uprisings, civil war, hybrid or cyber war, invasion, mobilisation, embargo, strikes (except strikes at the Auctioneer's company), nuclear explosion, radioactive contamination, civil unrest, fire, flood, torrential rain or other natural disasters, power failures (so-called blackout), etc., that objectively prevent or significantly restrict Auction Organiser from performing their obligations.

V. PERSONAL DATA PROTECTION AND IMAGE

7.1. The Auction Organiser will specify the rules for the processing of personal data in connection with the participation in an Auction by displaying an information clause, indicating, in particular, the administrator's data, contact details, purposes and grounds for the processing of Users' or Participants' data, retention period, information on the exercise of rights.

7.2. The Auction Organiser acting as a data controller in connection with PESA is entitled to process a User's or Participant's Personal Data in order to perform the services indicated in the Terms and Conditions of the Auction. A User's or Participant's identity and stated purpose for participating in an Auction is verified, and the processing of complaints concerning the service provided and the clarification of the circumstances of unauthorised use of the services is carried out as part of the Auction Organiser's legitimate interest.

7.3. In order to receive services, a User or Participant may be obliged to provide the Auction Organiser with the following personal data: name, surname, e-mail address, account login, telephone number, address of residence, PESEL, NIP, business name, device IP and other necessary data. The aforementioned data are needed to perform services, enable the User or Participant to participate in an Auction, execute a Transaction, ensure the security of using the services, handle the User's or Participant's inquiries in connection with participation in an Auction.

7.4. To properly submit a complaint, a User or Participant should provide at least the following: Personal Data, namely the name, surname, business name, address for correspondence (if the complainant wishes to receive a response to the complaint in writing) or an e-mail address (if the complainant wishes to receive a response to the complaint by e-mail).

7.5. The Auction Organiser further processes usage data for the IP address for the purposes of implementing improvements in the Auction, as well as for statistical purposes.

7.6. The Auction Organiser ensures the security of the User's Personal Data by applying the physical, organisational and hardware protection measures necessary to ensure the security of the Personal Data processed. The Auction Organiser meets all requirements set out in Personal Data Protection Laws. In addition, the Auction Organiser provides technical measures to prevent unauthorised persons from obtaining and modifying electronically transmitted personal data.

7.7. Information concerning the Auction Organiser's processing of a User's or Participant's personal data is set out in the relevant information clause.

7.8. A User or Participant has the right to lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing of their Personal Data violates Personal Data Protection Laws.

7.9. Personal Data are processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO) and the Act of 10 May 2018 on the protection of personal data (a uniform text in Journal of Laws 2019.1781, as amended).

7.10. The Auction Organiser records the course of an Auction for the purposes of documentation, promotion, advertising of the Auction and other undertakings of the Auction Organiser. Images of persons participating in an Auction or staying at the Auction venue may be recorded and subsequently disseminated for documentation, reporting, advertising and promotional purposes. By participating in an Auction or being present at the Auction venue, a person agrees that their image may be processed, free of charge, and that the Auction Organiser may take photographs and make videos of them, free of charge, and that their image may be fixed, used and disseminated, free of charge, subject to the proviso that the person's dignity is respected and preserved, within the scope indicated in the preceding sentence. Pursuant to the wording of

Article 81 (2)(2) of the Act of 4 February 1994 on copyrights and related rights, no permission is required to disseminate an image of a person who is only a detail of a whole such as a gathering, landscape or a mass event.

V. INTELLECTUAL PROPERTY

8.1. The content of an Auction is protected by intellectual property rights.

8.2. All rights to the Auction, including author's economic rights and rights to the name, published or posted materials, are vested in the Auction Organiser or third parties.

8.3. The Auction Organiser makes available photographs, including those of Items, as part of the Auction on the Website.

8.4. A User and Participant acknowledges that without the Auction Organiser's consent they are not entitled to make available to third parties the works, names, trademarks or word and graphic designations distributed in connection with the Auction, in whole or in part, or to develop a similar work, name, trademark or word and graphic designation.

V. CONCLUSION AND TERMINATION OF A CONTRACT

9.4. The Auction Organiser is entitled to terminate a contract concluded with a User or Participant in any of the following situations:

9.4.1. if the User or Participant violates material provisions of the Terms and Conditions of the Auction or provisions of generally applicable law,

9.4.2. if the User or Participant provides false, fictitious or outdated Personal Data,

9.4.3. if an Auction is used for purposes which are not compatible with its intended use or to the detriment of third parties,

9.4.4. in the event that an Auction is obstructed or destabilized.

9.5. In the cases referred to in subparagraph 9.4, the Auction Organiser will inform the User or Participant, by e-mail sent at the e-mail address provided by the User, or directly in the course of an Auction, of the exclusion from the Auction, giving reasons for the exclusion.

V. COMPLAINT PROCEDURE

10.1. A User or Participant has the right to submit complaints in matters related to the Auction.

10.2. User's or Participant's complaint notices may be submitted in electronically to office@prideofpoland.eu or in writing to the address of the Auction Organiser.

10.3. Complaints are considered by the Auction Organiser.

10.4. A properly submitted complaint should contain at least the following: Personal Data of the User or Participant, namely the name, surname, address for correspondence (if the complainant wishes to receive a response to their complaint in writing) or an e-mail address (if the complainant wishes to receive a response to their complaint by e-mail), as well as a description of the subject-matter of the complaint.

10.5. The Auction Organiser will evaluate the complaint within 14 days from the date of its receipt.

10.6. If it is not possible to consider the complaint within the period referred to in subparagraph 10.5., the Auction Organiser will notify the User or Participant of this fact and give reasons by electronic means.

10.7. The Auction Organiser reserves the right to decline to consider a complaint if the complaint is based on ignorance of the Terms and Conditions of the Auction.

V. FINAL PROVISIONS

11.1. The Terms and Conditions of the Auction are effective as from 1 June 2023.

11.2. The applicable Terms and Conditions of the Auction can be viewed by Users or Participants at www.prideofpoland.eu and at the Organizer's office (Polski Klub Wyścigów Konnych [Polish Horse Racing Club], ul. Puławska 266, 02-684 Warszawa).

11.3. The Auction Organiser will make the wording of these Terms and Conditions of the Auction available in a manner which enables its acquisition, reproduction and recording by means of the User's ICT System. Terms and Conditions of the On-Live Auction are made available at the Auction site.

11.4. The Auction Organiser reserves the right to change the provisions of the Terms and Conditions of the Auction at any time, without the need to justify the reasons to the User or Participant, subject to the provisions of the subparagraph below.

11.5. The Auction Organiser undertakes to inform the User and the Participant about the changes made to the Terms and Conditions of the Auction by displaying a uniform text of the Terms and Conditions of the Auction on the Website.

11.6. Changes made to the Terms and Conditions of the Auction become effective on the date of making the wording of the amended Terms and Conditions of the Auction available on the Website.

11.7. In the case referred to in subparagraph 11.4. the User or Participant has the right to withdraw from the Auction as soon as they become aware of the change in provisions of the Terms and Conditions of the Auction by giving the Auction Organiser notice electronically. Withdrawal from the Auction does not affect contracts concluded with third parties, in particular the Transaction. Failure to inform the Auction Organiser of the withdrawal from the Auction means that the User or Participant has accepted the amended Terms and Conditions of the Auction.

11.8. Terms and Conditions of the Auction do not exclude or limit any rights of the User or Participant who is a Consumer or Business Operator acting in the capacity of a consumer that they are entitled to under the mandatory provisions of law. In the event of a discrepancy between the provisions of the Terms and Conditions of the Auction and mandatory provisions of law that grant certain rights to the User or Participant who is a Consumer or Business Operator acting in the capacity of a consumer, the mandatory provisions of law will prevail.

11.9. A User who is a Consumer or a Business Operator acting in the capacity of a consumer has the right to withdraw from the contract as a distance contract within 14 (fourteen) days of its conclusion without giving any reason in cases permitted by generally applicable law.

11.10. Pursuant to Article 38 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287, as amended), the right to withdraw from a contract concluded outside the business premises or a distance contract is not available to a Consumer or a Business Operator acting in the capacity of a consumer in relation to the following types of contracts:

1) contracts for the provision of services if the business operator has completed a service in full upon explicit consent of the customer who had been notified prior to commencing the performance of the service that they would lose the right to withdraw from the contract once the business operator has completed the performance;

2) contracts where the price or remuneration depends on fluctuations in the financial market that are beyond the control of the business operator and that may occur before the end of the withdrawal period;

3) contracts where the object of the performance is a non-refabricated item produced to the consumer's specifications or intended to meet the consumer's individual needs;

4) contracts where the object of the performance is an item that is perishable or has a short shelf-life;

5) contracts where the object of the performance is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons if the packaging has been opened after delivery;

6) contracts where the object of the performance is goods which, by their nature, are inseparable from other goods after delivery;

7) contracts where the object of the performance is alcoholic beverages, the price of which has been agreed upon at the conclusion of the sales contract, the delivery of which can only take place after 30 days and the value of which depends on fluctuations in the market over which the business operator has no control;

8) contracts in which the consumer has expressly requested the business operator to come to them for the purpose of carrying out urgent repairs or maintenance; if the business operator provides services in addition to those requested by the consumer or goods other than replacement parts necessarily used in carrying out the repairs or maintenance, the consumer has a right of withdrawal in respect of the additional services or goods;

9) contracts where the object of the performance is sound or visual recordings or computer programs supplied in sealed packaging if the packaging has been opened after delivery;

10) contracts for the supply of daily newspapers, periodicals or magazines, with the exception of subscription contracts;

11) concluded by means of a public auction;

12) contracts for the provision of accommodation other than for residential purposes, carriage of goods, car rental, catering, services connected with leisure, entertainment, sports or cultural events, if the contract specifies the date or period during which the service is to be provided;

13) contracts for the supply of digital content which is not recorded on a tangible medium where performance has begun with the consumer's express consent before the end of the withdrawal period and after the business operator has informed the consumer of the loss of the right of withdrawal.

11.11. Auctions, including Biddings in which Users can participate using the Website, may be public auctions within the meaning of Article 2 (6) of the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287, as amended). Participants who participate in an Auction, including a Bidding, directly, while being physically present, participate in a public auction within the meaning of Article 2 (6) of the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287, as amended). Pursuant to Article 38 (11) of that act, Consumers or Business Operators acting in the capacity of consumers who are a party to a contract concluded by means of a public auction do not have the right to withdraw from that contract.

11.12. Any disputes arising with the Auction Organiser on the grounds of the Terms and Conditions of the Auction will be settled by a common court of the Republic of Poland with jurisdiction over the registered office of the Auction Organiser unless otherwise provided by generally applicable law. The preceding sentence does not apply to a User or Participant who is a Consumer [or] a Business Operator acting in the capacity of a consumer. A User or Participant who is a Consumer or a Business Operator acting in the capacity of a consumer has the opportunity to use out-of-court complaint and redress methods through the Provincial Inspectorates of Trade Inspection, Permanent Consumer Arbitration Courts operating at the Provincial Inspectorate of Trade Inspection, Consumer Ombudsmen, the Federation of Consumers, the Association of Polish Consumers. Information on how to access the aforementioned dispute resolution regimes and procedures is available at http://www.uokik.gov.pl/spory_konsumentckie.php. The use of out-of-court complaint and redress methods is voluntary. This provision is for information purposes only and does not constitute an obligation on the Auction Organiser to use out-of-court dispute resolution methods.

11.13. Personal Data Protection Laws, provisions of PESA and other provisions of Polish law apply to matters not covered by these Terms and Conditions of the Auction.

11.14. If the Terms and Conditions of the Auction have been published in the Polish language version as well as other language versions, in the event of any ambiguity as to the interpretation of the wording of the Terms and Conditions of the Auction, the Polish text of the document shall prevail.

11.15. Participation in the Auction shall be tantamount to the submission by the Participant or his/her proxy of a statement that he/she is not included in the list of entities or persons referred to in the Law of April 13, 2022 on special solutions to prevent the support of aggression against Ukraine and to protect national security.