

## **Truck Drivers' Club Regulations**

### **Art. 1. General Provisions**

1. Each Truck Driver using the transport services of Polska Żegluga Bałtycka S.A. in Kołobrzeg, may become a member of the Truck Drivers' Club of the Polferries Line (hereinafter: Club).
2. The organizer is Polska Żegluga Bałtycka S.A. (hereinafter: PŻB SA) in Kołobrzeg at ul. Portowa 41, 78-100 Kołobrzeg, National Court Register No. 11871, Website: polferries.pl.
3. By joining the Club, the Driver shall receive the Drivers' Club Card (hereinafter: Card). The Card shall be assigned an individual number. The Driver's Card shall be personal, only the person indicated on the Card shall enjoy the rights resulting therefrom. The Driver's Card is nontransferable. The Card shall be issued against an acknowledgment of receipt.
4. Each journey with Polferries between the port of departure and the port of destination shall be recorded on the Driver's Card.

### **Art. 2. Rights Resulting from the Membership in the Drivers' Club**

5. After completing the seven journeys confirmed on the Driver's Card, the Driver shall acquire the right to purchase goods free of charge in Polferries shops or bars located on the ferry, worth PLN 100 (in words: one hundred zlotys)
6. The Driver shall only have the right to purchase goods free of charge, the Driver shall not be entitled to claim a cash equivalent.
7. The Driver purchases the goods free of charge against the Card, in a one-off manner in a single shop or bar.
8. The Driver's Card shall be for a definite period of time. The rights resulting from the Card may be exercised within 12 months from the date of the first journey.

### **Art. 3. Complaints**

9. Complaints may be submitted to the following e-mail address: [klubkierowcow@polferries.pl](mailto:klubkierowcow@polferries.pl)
10. PŻB SA shall handle a complaint within 30 days from the date of receipt thereof, unless the mandatory provisions of law provide for a shorter time limit for responding to the complaint.
11. The use of the complaint procedure by the driver is voluntary.

### **Art. 4. Personal Data**

1. The personal data controller of the Driver joining the "Polferries Truck Drivers' Club" is Polska Żegluga Bałtycka S.A. (PŻB SA) with headquarters in Kołobrzeg (78-100) at ul. Portowa 41, email: [info@polferries.pl](mailto:info@polferries.pl); Phone no. 094 35 52102

2. The contact details of the Data Protection Officer, whom the Driver may contact with any questions and concerns regarding the security and use of his data, are the following: [iod@polferryes.pl](mailto:iod@polferryes.pl).
3. PŻB SA shall receive personal data of the Driver directly from the Driver.
4. Providing personal data by the Driver is voluntary, but necessary to join the Club.
5. The scope of data to be provided by the Driver shall include: First name and surname, date of travel, route, ticket number, telephone number, email address. However, only the following shall be obligatory: First name and surname, date of travel, route, ticket number.
6. If the Driver agrees to provide the telephone number (by sending a text message) or e-mail address, it is voluntary and does not affect the possibility of joining the Club - failure to provide a telephone number and / or e-mail address means no consent to sending a text message or e-mail with commercial information about the Club Membership. The Driver's personal data shall be processed in order to:
  - a) perform the contract on the basis of these Regulations approved by the Driver and settlement of collected Cards, and their exchange for goods. These data shall be processed for the duration of the contract, and after its termination, for the period of tax and accounting settlements (5 years after the end of the year when the financial event took place, until the tax liabilities expire) and for the period when it is possible that any claims related thereto may arise (i.e. for the period of limitation of claims - 3 years).
  - b) handle complaints based on the legitimate interest of PŻB SA;
  - c) if consent is given, PŻB SA may send information and offers regarding the Driver's Membership in the Club. The data shall be stored until the Driver withdraws the consent.
8. The Driver's personal data may be made available to other entities from the PŻB SA Capital Group for purposes resulting from the legitimate interest of PŻB SA. The Driver's personal data may be transferred to entities processing the Driver's personal data at the request of PŻB SA, where such entities shall process the Driver's personal data on the basis of an agreement concluded with PŻB SA and only in accordance with the instructions of PŻB SA and subject to confidentiality. The Driver's personal data may also be transferred to other data recipients, e.g. couriers, banks, insurers, law firms.
9. The Driver's personal data shall not be transferred to a third country.
10. PŻB SA shall not undertake any activities involving automated decision making, including profiling.
11. The Driver shall have the right to:
  - a) access the data;
  - b) correct the data in the event that the data are incorrect or incomplete;
  - c) delete data if the data are no longer necessary for the purposes for which they were collected by PŻB SA; the Driver have objected to the processing of this data in advance; the data are processed unlawfully; the data should be deleted in order to fulfill the obligation resulting from the law;
  - d) limit data processing: when the data are incorrect - for a period allowing PŻB SA to check the correctness of the data; when the data are unlawfully processed, but the Driver does not want it to be deleted; the Driver's data are no longer needed by PŻB SA, but may be needed by the Driver to defend or pursue claims; or the Driver objects to data processing - until it is determined whether the legitimate grounds override the grounds for objection;
  - e) object to the processing of personal data when the processing of personal data is carried out on the basis of a legitimate interest and / or for statistical purposes, and the objection is justified by the Driver by a special situation and where the Driver's personal data are processed for direct marketing purposes.

- f) withdraw the granted consents, however the withdrawal of consent does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal;
  - g) requests to transfer personal data.
12. The Driver also has the right to lodge a complaint regarding the processing of their personal data by PŻB SA to the President of the Personal Data Protection Office (address: Biuro Prezesa Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa).

#### **Art. 4. Final Provisions**

12. PŻB SA has the right to amend these Regulations.
13. Joining the Club shall be tantamount to accepting the provisions of these Regulations, which is available at the ferry reception and on the Organizer's website [www.polferries.pl](http://www.polferries.pl)
14. Any possible disputes shall be resolved by the Parties amicably, and in case of failure the competent court shall be the Court in Kołobrzeg or Koszalin.