



*Changes in Deal Zone Termn & Conditions from October 21, 2024*

# Deal Zone Terms & Conditions

The Terms & Conditions apply from ~~February 12~~ **October 21**, 2024.

## Section 1. DEFINITIONS

The following terms used in these Terms & Conditions shall have the following meaning:

1. Company — Allegro sp. z o.o. with its registered office in Poznań at ul. Wierzbicice 1B, 61-569 Poznań, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000635012, share capital: PLN 40,000,000.00, Tax Identification Number (NIP): 525-26-74-798, National Business Registry Number (REGON): 365331553, which has a status of large enterprise under the act of 8th March 2013 on preventing excessive payment delays in business transactions (consolidated text Dz. U. of 2019, item 118 as amended).
2. Terms & Conditions — this document.
3. Deal Zone — section of Allegro where the Offers qualified for the Deal Zone Program are presented.
4. Deal Zone Program — a cooperation program for Sellers who meet the criteria set out in these Terms & Conditions, consisting of promoting certain Goods as part of the Offer.
5. Special Badges — specific types of graphic features visible on the Offer covered by the Deal Zone Program.
6. Allegro — an open online sales platform where Transactions take place and other Transaction-related services are provided, maintained at the allegro.pl domain.
7. Revenue — the User's gross monthly income from the sale of Goods on Allegro.
8. User — a Seller on Allegro, has a Business Account and meets the eligibility criteria for the Deal Zone Program on this Account.
9. Partner — a Seller on Allegro that concludes the Agreement with the Company on the participation in the Deal Zone Program.
10. Agreement — an agreement between the Partner and the Company concerning the use of services specified in the Terms & Conditions.
11. Offer — a proposal to conclude an agreement for the sale of the Goods on the terms specified by the Seller, in particular containing the price and description of the Goods offered, using the functionalities available on Allegro.



Capitalized terms not defined above shall have the meaning assigned to them in the Allegro Terms & Conditions.

## **Section 2. GENERAL TERMS OF PARTICIPATION IN THE DEAL ZONE PROGRAM**

1. To qualify for the Deal Zone Program, the User must:

- a. have an active Business Account on Allegro,
- b. have at least one available on Allegro, payment method configured, in accordance with Appendix No. 7a or 7b of the Allegro Terms & Conditions,
- c. achieve a Sales Quality rating at least at the "Neutral" level on the Business Account referred to in subparagraph a) above,,
- d. Have no arrears towards the Company for the use of services available on Allegro,
- e. accept these Terms & Conditions.

2. The Company verifies the criteria referred to in paragraph 1 above when deciding on the selection of given Goods as part of the User's Offer intended for the Deal Zone Program.

3. Irrespective of the User's fulfillment of the above conditions, the Company reserves the right to refuse the User's participation in the Deal Zone Program in justified cases.

- a. violates the provisions of these Terms & Conditions or the Allegro Terms & Conditions,
- b. acts in a way that results in the loss of trust in the User or Partner, also in the case of the failure to meet prior obligations related to the participation in the Deal Zone Program.

The Company shall justify its decision at the request of the User.

4. In addition to the Goods listed in Appendix No. 1 of the Allegro Terms & Conditions (Forbidden and restricted items), the Deal Zone Program may not promote:

- a. access to accounts of digital distribution platforms such as Steam, Origin, Ubisoft Connect, GOG, Xbox Live, PlayStation Store,
- b. Goods shipped from outside the European Economic Area, without the possibility of issuing a fiscal document in Poland,
- c. in the Games category, only Goods sold under a full ESD license are eligible for the promotion,
- d. Offers listed in the following categories:

- Real Estate (20782)
- Automotive - Cars (149)
- Automotive - Motorcycles and Quads (category no. 300685)

- Automotive - Other Vehicles and Boats (4079)
  - Health - Medicine Cabinet Essentials - OTC Medication (category no. 122432)
  - Home and Garden - Equipment - Funny Gadgets (category no. 121237)
  - Home and Garden - Equipment - Holiday and Occasional Decorations - Fireworks (category no. 300733)
  - Sports and Travel - Military - Self-defense - Stun Guns (category no. 253956)
  - Supermarket - Groceries - Wine and non-alcoholic beverages
  - Supermarket - Pet Supplies - OTC Veterinary Medicines (category no. 321823)
  - Collections and Art - Collections - Militaria - Weapons (category no. 3690)
  - Collections and Art - Collections - Tobacco Accessories - Snuff (category no. 47937) [except for Lighters \(category no. 47956\)](#)
  - Kids - Feeding - Baby Foods - Baby Formulas - First Milk (category no. 256973)
5. If any Offers present Goods that constitute devices within the meaning of Article 1(2)(1) of the Act of April 7, 2022, on medical devices (Dz.U.2022.974), i.e., medical devices, medical device equipment, and products listed in Annex XVI to Regulation (EU) 2017/745 of the European Parliament and of the Council of April 5, 2017, on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC, and in vitro diagnostic medical devices and in vitro diagnostic medical device equipment referred to in Regulation (EU) 2017/746 of the European Parliament and of the Council of April 5, 2017, on in vitro diagnostic medical devices and repealing Directive 98/79/EC and Commission Decision 2010/227/EU, they may participate in the Program only after the Partner has previously (before the start of Offer's promotion) submitted a written statement in accordance with the Allegro Terms & Conditions (Section 10). This statement must be delivered by the Campaign's start date to the Company address, i.e., Fabryka Norblina, budynek Galwan, ul. Żelazna 51/53, 00-841 Warszawa (marked WYROBY MEDYCZNE).

### Section 3. FORM OF OFFER PROMOTION

1. As part of the Deal Zone Program, the Partner has the opportunity to feature their Offers with the Special Badge "**Deal**". "Deal" is a badge given to Offers in which the Partner grants a discount for the purchase of Goods in this Offer. The value of the granted discount is expressed in the "%" graphic form. An Partner may submit Offers to the Program in which the minimum number of sold units of Goods was 1 (one unit) in the 30 days prior to the date of submission. Additionally, in the submitted Offer, the Partner should give at least a 3% discount on the lowest price of the Goods in the Offer, calculated from the last 30 days (price before discount will be visible in the Offer as a crossed-out price). In a given period, the Partner may impose a purchase limit within a given Offer.

2. As part of the Program, the Partner is allowed to participate in additional promotional campaigns carried out by the Company as part of the Deal Zone. The Company reserves the right to assign other Special Badges, which will refer to promotional campaigns limited in time, about which it will inform in separate messages. The Company, as part of training sections for Users located on Allegro websites (e.g., Allegro Help Center, Allegro Academy, For Sellers, etc.), will additionally inform Partners of the detailed requirements relating to the submission of Offers for a specific Special badge.
3. The Company, as part of the Deal Zone Program, may promote the Offer:
  - a. in the Deal Zone section of Allegro in the relevant product category,
  - b. in promotional areas at Allegro made available for the Deal Zone Program,
  - c. in the email communication sent to Buyers,
  - d. on Product Lists within a category, depending on the Special Badge.

#### **Section 4. SUBMISSION AND SELECTION OF OFFERS FOR THE DEAL ZONE PROGRAM**

1. Partners who meet the criteria specified in Sections 2 and 3 above can submit to the Company the Offers to be promoted in the Deal Zone in accordance with the following requirements:
  - a. submitting active Offers listed on Allegro at a given moment,
  - b. determine the required parameters for the Goods,
  - c. determining the required parameters for the Offer, i.e., Offer type > Buy Now.
2. The submission referred to in paragraph 1 above takes place from the User's dashboard in the "My Allegro" tab -> Sales -> Offer Handling -> Campaigns & Programs or using the REST API tool. Once submitted, the Company shall verify the content of the submission.
3. The performance by the Partner of the actions referred to above is equivalent to accepting the Terms & Conditions and the conditions of promoting Goods covered by the Deal Zone Program, and a positive verification of the submitted Offer by the Company is equivalent to concluding the Agreement with the Company in accordance with the Terms & Conditions.
4. The current status of the Partner's Offers in the Deal Zone, including their validity time, is always visible in the User dashboard under the "Campaigns & Programs" tab -> "Manage participation".
5. Offers to be promoted in the Program shall be selected by the Company. The decision is based, in particular, on the verification of the attractiveness of the price of the listed Goods with respect to market and Allegro prices, the prevailing sales trends in the Allegro categories and outside Allegro, including seasonality, the uniqueness of the Goods, the Goods' selling potential on Allegro, the recognizability of the Goods, and how often they are searched for by Buyers, the quality of the Goods (including the quality of the material from which they are made), whether the Goods have relevant certificates, shipping terms, the warranty period, the number of Goods in the Offer, the quality of the description, images, the Offer template, the value of products



added to the Offer as freebies, specified in the My Offers tab. At the same time, as part of selecting Goods intended for promotion, the Company takes into account the Special Badge's criteria referred to in Section 3 above. The Company may qualify Offers already participating in the Allegro Prices Program to the Program.

6. By consenting to the promotion of Goods as part of their Offers in the Deal Zone, the Partner declares in particular that:

a. the materials provided by them do not infringe the rights or goods of third parties, and their content will be consistent with applicable law,

b. has the appropriate authorization to conclude the Agreement,

c. their Offer is consistent with the facts and is not misleading,

d. trade in the Goods does not violate the provisions of applicable law or the rights of third parties. They are entitled to conclude and perform the agreement for the conclusion of which the Offer was listed,

e. all Partner's Goods are new and free of physical and legal defects;

f. promotional prices indicated by the Partner in the submitted Offer are consistent with the facts,

g. declares that they accept and agree that the Company may reduce the price of the promoted Goods in accordance with their request and the data provided in the submission form.

7. The Company reserves that the price reduction of the promoted Good, referred to in subparagraph 6.(g), above will not take effect if the Company restricts the functionality of the User Account for a definite or indefinite period and the required parameters of the Goods are not completed, including terms such as complaint, warranty, returns, delivery or mandatory item parameters.

8. The Company stipulates that any actions made by the Partner to edit or deactivate an Offer qualified for the Deal Zone, made during the Offer's promotion with the Special Badge, shall become effective as of a maximum of 12 hours from the end of the Partner's editing (including deactivation) of such Offer.

## Section 5. TERM OF THE AGREEMENT

1. The Agreement under the Program is concluded separately for each Offer. Its duration depends on the type of Special Badge:

a. **"Deal"** — the Agreement is concluded for 30 days. In the event that, as a result of a change in the price of the Good in the Offer, it ceases to meet the criteria referred to in Section 3 paragraph 1, the Special Badge may be automatically disabled (it is a technical operation in the system tool performed on the basis of the Offer's re-verification by the Company), which is tantamount to immediate termination of the Agreement for participation in the Program for this Offer.

b. In the case of Offers referred to in Section 3(2), the duration of the Agreement is determined separately in the Terms & Conditions of each promotion.



2. At any time, the Partner may, independently and without incurring any additional fees, disable Special Badges covered by the Program in the "Campaigns & Programs" tab by selecting the "Manage participation" option.
3. The Company may, at any time, verify the Partner's Offer in accordance with the criteria specified in Sections 2 and 3 above. If the Partner's Offer does not meet the criteria referred to in the preceding sentence, the Company may ask the Partner to update it and adapt it to the criteria specified in the Terms & Conditions. Otherwise, the Company is entitled to decide on the early termination of promoting the Offer in the Deal Zone Program, which is tantamount to immediate termination of the Agreement under the Program for this Offer.
4. The Company may, at any time, terminate the Agreement with the Partner with immediate effect or exclude the Partner from the Deal Zone Program for a definite or indefinite period, depending on the scale of the violation, if:
  - a. The activities of the Partner on Allegro are harmful to other Users of Allegro or to the Company,
  - b. The Partner has outstanding payments for services provided by the Company for at least two billing periods,
  - c. The Partner violates the provisions of these Terms & Conditions or the Allegro Terms & Conditions,
  - d. The Partner acts in a way that results in the loss of trust, also in the case of the failure to meet obligations related to participation in the Deal Zone Program.

## **Section 6. FEES**

1. With the exception of the fees charged in accordance with Appendix No. 4 to the Allegro Terms & Conditions, the Company does not charge additional fees for marking Offers with the Special Badge "Deal" referred to in Section 3(1).
2. For Offers participating in the campaigns referred to in Section 3(2), regardless of the fees stipulated on Allegro, the Company may charge an additional sales commission according to the rules specified in Appendix No. 1 to the Allegro Terms & Conditions.

## **Section 7. PERSONAL DATA**

1. The Company is the controller of Partners' personal data in connection with the provision of the Program, within the meaning of Article 4 paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) ("GDPR"). Personal data processing principles are provided in Appendix No. 5 of the Allegro Terms & Conditions titled "Privacy protection policy."

## **Section 8. FINAL PROVISIONS**

1. As part of the Deal Zone Program, the Partner receives email and telephone information from the Company regarding Allegro, including information about products, services, benefits,



promotion campaigns, events (including workshops and training), campaigns, and offers related to Allegro and the activity of the Company.

2. All complaints regarding the Program should be submitted within 14 days of the incident against which the complaint is lodged using the [contact form](#).
3. The Company may decide to terminate the Deal Zone Program at any time, provided that at least a 15-day notice precedes the termination.
4. For matters not explicitly provided for in these Terms & Conditions, the relevant provisions of the [Allegro](#) Terms & Conditions shall apply accordingly.

#### **Appendix No. 1 to the Terms & Conditions - sales commission fee expressed in gross amounts**

1. The additional Deal Zone sales commission is charged on Offers each time the agreement is concluded as part of the Transaction, regardless of the fees provided for on Allegro, and **amounts to 60% of the standard sales commission calculated in accordance with [Appendix No. 4](#) of the Allegro Terms & Conditions**.

#### **Example 1 — selling one item**

*An item was sold, e.g., an air humidifier worth PLN 300, from the category covered by a 4% sales commission. The Buyer chose an Allegro Smart! free (PLN 0) delivery option with delivery to a pick-up point. Therefore, the 4% sales commission on the PLN 300 will be PLN 12. The additional Deal Zone sales commission is 60% of the sales commission. **Thus, the Deal Zone sales commission will be PLN 7.20 (PLN 12 x 60%).***

#### **Example 2 — selling one item**

*An item was sold, e.g., a tire set worth PLN 3,000, from a category covered by the 5% sales commission (but no more than PLN 80). The Buyer chose a free (PLN 0) delivery option. The 5% sales commission on the amount of PLN 3,000 will therefore be PLN 150. However, it cannot exceed PLN 80. Ultimately, the amount of the sales commission charged will be PLN 80. The additional Deal Zone sales commission is 60% of the sales commission. **Thus, the Deal Zone sales commission will be PLN 48 (PLN 80 x 60%).***

2. All amounts specified in this Appendix No. 1 are gross amounts (including the tax on goods and services, i.e., VAT). If the amount of the fee or sales commission is set as a percentage of a given amount (e.g., selling price), the gross amount (including VAT) is used as the basis for determining this fee or sales commission. The sales commission amounts are rounded to the nearest PLN 0.01 (grosz).