

Terms and conditions of the "Golden Payer" Poll in 2015

Valid from April 25th 2016

§1

The terms used in these Rules and Regulations shall have the following meaning:

1. "Golden Payer" Poll – campaign promoting economic entities which manifest the highest standards of payments and reliability and which repay their cash liabilities to contractors in a timely manner in 2015.
2. EHC – Euler Hermes Collections Sp. z o. o. with the registered seat in Warsaw, 98 Aleje Jerozolimskie, 00-807 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register (KRS), entry no. 0000044623, NIP /Tax Identification Number/: 527-21-77-123 share capital: PLN 18,941,000.00.
3. Poll Participant – economic entity referred to in §3 of these Rules and Regulations.
4. "Golden Payer" Certificate – certificate issued by EHC to participants of the Poll confirming their reliability and high payment standards in the given year of participation in the Poll.
5. "Golden Payer" Banner – banner informing of participation in the "Golden Payer" Poll, to be published on a website.
6. Rules and Regulations – Rules and Regulations of the "Golden Payer" Poll.
7. Receivables Analysis Programme – Programme used to verify whether economic entities repay their liabilities in a timely manner.
8. Agreement – agreement concluded by a Participant of the Poll with EHC concerning participation in the "Golden Payer" Poll in the given year, on conditions specified in the Rules and Regulations.
9. PMI – (Payment Morality Index), a dynamic index issued by EHC to verify the contractor's reliability when it comes to timely repayment of liabilities.
10. Company Rating – current assessment of reliability of an economic entity in terms of financial and organizational standing, issued by EHC according to the rating table.

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Court of registration: District Court for the Capital City of Warsaw
in Warsaw, XII Commercial Division of the National Court Register,
KRS: 0000044623; NIP: 527-21-77-123
Share capital: PLN 18 941 000.00
Registered seat : Warsaw

11. Act – act of April 9th 2010 on Disclosure of Business Information and Exchange of Business Data (Dz. U. No. 81, item 530 as amended).
12. Contest Committee – committee appointed by EHC to ensure proper conduct of the “Golden Payer” Poll and select the economic entities which satisfy the conditions of the Poll.

§2

1. These Rules and Regulations outline the principles of participation in the “Golden Payer” Poll organized by EHC.
2. The aim of the "Golden Payer" Poll is to:
 - a. promote payment morality, ethics and reliability in business trading;
 - b. support and promote a positive image of the Poll Participants.

§3

1. A Poll Participant can be any economic entity with a positive decision of the Contest Committee which, in the year of participation, satisfied the conditions enumerated below:
 - a. concluded an agreement to participate in the “Golden Payer” Poll in the given year with EHC;
 - b. has the PMI within the range provided for in the Agreement;
 - c. has a rating within the limits set forth in the Agreement;
 - d. no negative information about the economic entity is recorded in databases of the Euler Hermes Group, concerning debt-collection incidents, i.e. concerning the entity’s liabilities assigned to EHC by the entity’s creditors on conditions set forth in the Act;
 - e. expressed its consent for the data concerning its company to be published by EHC as part of the "Golden Payer" Poll:
 - i. name,
 - ii. address of the registered seat,
 - iii. tax identification number,
 - iv. Business Registry Number /REGON/,
 - v. number of the relevant Register of Entrepreneurs,

- vi. contact details including email address.
2. The data enumerated in the point above shall be published on www.zlotyplatnik.pl in the form of a list of companies recommended by EHC for the given year of participation in the Poll.
3. The Poll Participant undertakes to update the details listed in point 1 e) above throughout the period of its participation in the Poll.
4. The Poll Participant shall be exclusively responsible for the correctness and validity of the data listed in point 1 above and undertakes to hold EHC harmless by virtue thereof before both such entity and third persons.
5. EHC shall confirm the participation in the Poll based on data provided by the Poll Participant and shall not be responsible for data legitimacy. EHC shall retain the right, however, to verify the data. In addition, the fact of participation in the Poll of the entity shall be analysed taking into account the rapidly changing situation on the market. Third parties shall interpret the fact of participation of the company in the Poll at their own risk. EHC shall not be responsible for the consequences of any decisions taken based on the participation of the company in the Poll, and in particular for loss of profits or consequential damages arising from the establishment of trade cooperation with such an entity.

§4

1. The Poll Participant acknowledges and accepts that EHC is the administrator of its personal details according to Art. 7 point 4 of the Act of August 29th 1997 on personal data protection (Dz. U. 1997 No. 133 item 883).
2. In the event the Poll Participant ordered services according to Art. 3 point 1 b or Art. 3 point 1 d of the Agreement, the Poll Participant acknowledges and accepts that for the implementation of the services mentioned above the Poll Participant is an administrator of the transferred personal data.
3. When providing the data referred to in §3 point 1 e) hereof to EHC, the Poll Participant gives its consent for such personal details to be processed for marketing and information-related purposes and, in particular, agrees to receive communications or information from EHC or from other entities (upon EHC's knowledge and explicit consent) as well as other commercial information concerning products or services of EHC and other entities (upon EHC's knowledge and explicit consent). The consent in question applies to information and communications sent via email to the email address of the Poll Participant, including in the form of email attachments.
4. The Poll Participant agrees for some of the technical activities related to the management of the Poll to be assigned to third parties.

§5

EHC is the owner of all copyright to this Poll and the related works. The Poll Participant does not acquire any copyright, whether to the "Golden Payer" Banner or to "Golden Payer" Certificate or to the logotype or the film mentioned in §3 of the Agreement. In particular, the Poll Participant shall not be authorized to introduce any changes (in the content, graphics, image or sound) to the works described above, received thereby in relation to the participation in the Poll. Materials received from EHC can only be used by the Poll Participant for its own promotional and advertising purposes.

§6

1. EHC reserves the right to exclude from the Poll any Poll Participant who has been deleted from the relevant Register of Entrepreneurs or does not satisfy the requirements specified in these Rules and Regulations and in the Agreement.
2. Should a Poll Participant be excluded from the Poll, such a Participant shall lose its right to use the "Golden Payer" Certificate, the "Golden Payer" Banner and other graphic elements that might be associated, whether directly or indirectly, with participation in the Poll.

§7

1. EHC makes the "Golden Payer" Certificate and the "Golden Payer" Banner available to all Poll Participants.
2. The Poll Participant is authorized to use the "Golden Payer" Banner as part of the business activity conducted exclusively in relation to the year of participation in the Poll.
3. Nevertheless, the Poll Participant's right to use the "Golden Payer" Banner for the given year is unlimited in time.
4. The Poll Participant shall be promoted among the customers of the Receivables Analysis Programme through an identifier with the "Golden Payer" Banner.
5. The identifier with the "Golden Payer" Banner shall be displayed in the Commercial Reports elaborated by EHC concerning the Poll Participant.
6. The award of the "Golden Payer" Certificate shall only serve as an individual assessment of the economic entity and shall not be considered recommendation of EHC concerning cooperation with such entity.

§8

Any complaints related to the participation in or functioning of the Poll should be reported to EHC via email at: zlotyplatnik@eulerhermes.com.

§9

If the Poll Participant is excluded from the Poll by EHC according to §6 section 1, such Participant can re-apply for participation after the lapse of at least 6 months following the day of exclusion, provided that is satisfies the terms and conditions of participation in the Poll specified in §3.

§10

1. The Rules and Regulations are published on www.zlotyplatnik.pl.
2. EHC reserve the right to introduce changes to the Rules and Regulations.
3. Should any change be inserted in the Rules and Regulations, EHC shall inform the Poll Participant of the change and shall publish the consolidated text thereof at www.zlotyplatnik.pl.
4. The Poll Participant shall be authorized to terminate its participation in the Poll with immediate effect within 14 days following the receipt of information on a change in the Rules and Regulations. If the Poll participant does not respond within the aforementioned time limits, the change in the Rules and Regulations shall be deemed accepted thereby.
5. The Poll Participant shall not assign its rights and obligations stemming from its participation in the Poll to third persons without prior consent of the EHC, under the pain of nullity.
6. Any issues not regulated hereunder shall be governed by the general provisions of Polish law.
7. Any and all disputes shall be settled by a common court competent for the registered seat of EHC.