

TERMS AND CONDITIONS

"YOUR FIRST LAPTOP WITH MICROSOFT 365 PERSONAL SUBSCRIPTION"

§ 1. General provisions

1. These Terms and Conditions define the rules of the promotion called "YOUR FIRST LAPTOP WITH MICROSOFT 365 PERSONAL SUBSCRIPTION" (hereinafter referred to as "Promotion").
2. The Organiser of the Promotion is mPTech Sp. z o.o. with its registered office in Warsaw, Nowogrodzka 31, 05-511 Warszawa, NIP: 8951845043, REGON: 020167256 (hereinafter referred to as the "Organiser").
3. "Partners" of the promotion are retail partners who are actively selling techbite laptops with 128GB drive capacity during the promotion period, (hereinafter referred to as "Partners").

§ 2. Duration and detailed rules of the promotion

1. The promotion will start on 1 February 2022 08.00 to 31 August 2022 23.59 or until the Gift pool is exhausted (code for receiving the office package - quantity limited), whichever occurs first. Information about the exhaustion of the Gift pool will be on the Promotion page at <https://techbite.eu/promo/free-office/>
2. The "Your first laptop with office package" promotion cannot be combined with other promotions and actions organised by the Organiser.
3. The purchase of a Techbite laptop with a 128GB storage capacity (hereinafter the "Promotional Product") can be made at Partner shops.
4. The Participant of the promotion (hereinafter referred to as the "Participant") can become any adult person with legal capacity or entrepreneur, having a residence in the EU territory or in one of the listed countries: Moldova, United Kingdom. These are also people who, between 1 February 2022 08.00 and 31 August 2022 23.59, purchased a Promotional Product in a stationary or online shop belonging to a Promotion Partner.
5. One Participant can take part in the promotion by entering a maximum of two Techbite laptops with a 128GB drive capacity.
6. In order to be eligible for the promotion, a customer must purchase a Techbite laptop with a capacity of 128 GB covered by the promotion at any point of sale within the period specified in § 2, paragraph 2, brand new, unused, not subject to unauthorised servicing, in its original packaging and have proof of such purchase.
7. The promotion only covers laptop models with a 128GB drive capacity and applies to end customers (Users). Trading partners cooperating with the Organiser are excluded from the Promotion. A business partner is understood to be an entity that continuously and regularly purchases any equipment/products/services from the Organiser with a view to their further resale and distribution.
8. Participation in the Promotion is voluntary and equivalent to acceptance of the Terms and Conditions.

9. The Organiser reserves the right to exclude from the Contest Participants whose actions are contrary to the law, good manners or the Rules, in particular those who:
 - a) They do not act personally, but through third parties. They use different, additional email addresses in the name of the same person for the promotion.
 - b) Post content that is indecent, discriminates on the basis of gender or violates the rights of third parties, uses profanity, uses content that offends religious beliefs or national minorities.
10. If all conditions of participation in the Promotion specified in the Terms and Conditions are met, the Participant shall be entitled to a Gift, i.e.: an activation code for the office package (hereinafter referred to as the "Gift").
11. The number of Gifts in the Promotion is limited to a total of 200 (two hundred).
12. In the event that the number of entries in the Promotion exceeds the number of Gifts, the order in which the Organiser receives the entry form (date, hour, minute) shall be decisive for obtaining the Prize.
13. In order to be registered for the Promotion, an entry form must be completed on the website by 14.09.2022 (hereinafter: "Entry Form"), which should include a legible scan or photo of a proof of purchase (receipt or invoice) confirming the purchase of the Promotional Product during the Promotion in accordance with §2.2 of these Terms and Conditions and an indication of the serial number of the Promotional Product. In order to enable the verification process, it is necessary to provide the Participant's email address or telephone number, as well as the exact mailing address to which the Gift will be sent.
14. In order to receive the Gift, the Participant must make a purchase of any model of techbite laptop with a 128GB drive capacity by 31 August 2022. (the date on the proof of purchase is what counts), register the purchase correctly in the application form mentioned below and have access to a working device at the time of verification on the dates specified in the terms and conditions.
15. The Organiser shall verify entries for the Promotion submitted by Participants within 5 working days of the date on which the completed Entry Form is received on the server. The Participant will be informed of the result of the verification by e-mail, to the address indicated in the Application Form, within the deadline referred to in these Rules.
16. Dispatch of the Gift takes place within 10 working days via email.
17. The Organiser does not allow exchanging the Gifts in the Promotion for their cash equivalent or for other gifts. The Organiser shall not be responsible for the inability to issue a Gift for reasons attributable to the Participant, in particular in the case of failure to provide personal data in the application form or providing false or incorrect personal data or failing to update such data by the Participant.

§ 3. Rules for Complaints and Returns in the Promotion

1. Any complaints regarding faulty goods or returns on purchases under the promotion will be dealt with under the general terms and conditions set out in the Terms and Conditions available at:

<http://www.sklep.myphone.pl/zwroty-i-reklamacje>. Important, Promotional Gifts are not guaranteed and Promotion Participants are not entitled to request the exchange of gifts for cash prizes or for prizes of any other kind, or to have them transferred to another person.

2. In the event of returning the goods or withdrawing from the agreement, the Participant loses the right to receive the Gift and to fill in the forms referred to in § 2 item 13 of these Regulations.
3. The Participant has the right to make complaints to the Organiser regarding his/her participation in the Promotion at the email address until 14.09.2022.
4. The complaint should be made in writing and include the date of purchase (from the receipt/invoice), the contact e-mail address and a detailed description of the complaint, the reason for the complaint and the content of the request.
5. Complaints are examined by a special committee appointed by the Organiser.
6. The complaint will be dealt with within 14 calendar days of its receipt, including the dispatch of the letter of reply. When considering the complaint, the Organiser will apply the provisions of the Regulations. The Participant will be notified of the Organiser's decision in writing to the Participant's address given in the complaint, unless the Participant has chosen a different method of communication.

§ 4. Personal data

1. The Administrator of the personal data of the Participants shall be mPTech Sp. z o. o. with its registered office in Warsaw (00-511) at Nowogrodzka 31, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under the number 0000243245, NIP 8951845043, REGON 020167256. The personal data of the Participants in the Promotion shall be processed for the purpose of running the Promotion, including communication with the Participants, issuing the Gifts, as well as handling any complaints, pursuant to Article 6 (1) (a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter "RODO").
2. The following personal data of Participants will be processed in connection with the Promotion: First Name, Last Name and email address.
3. Providing personal data is voluntary, however, it is necessary to participate in the Promotion.
4. Personal data will be stored until the end of the Promotion and the dispatch of the Gift, but no longer than the storage period resulting from the applicable legislation.
5. The participant has the right to access, rectify, delete, limit processing, transfer, object and withdraw consent at any time without affecting the legality of the processing carried out on the basis of consent before its withdrawal, as well as the right to lodge a complaint to the President of UODO.
6. Data will not be transferred to a third country or international organisation.

7. Recipients of data will be Promotion Partners and authorized employees of mPTech sp. z o.o. (entities participating in the dispatch of Gifts).
8. Contact with the Personal Data Administrator is possible via e-mail: promocje@mpotech.eu.

§5. Final Provisions

1. In all matters not regulated herein, the provisions of Polish law shall apply.
2. Current regulations are available on the website: and at the Organiser's office. Additional information on the Promotion may be obtained from the Organiser by calling the helpline at 71 717 74 00 (cost of call as per operator's tariff) or by sending a message to: promocje@mpotech.eu.
3. In order to use the Promotion, the Participant shall be familiar with and accept the content of these Terms and Conditions. By entering the Promotion by a Participant is deemed to have accepted its content.