



**Rules of the
3rd Global Networking Contest**



3rd Global Networking Contest

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§ 1

1. The terms used in these Rules shall have the following meanings:
 - a. **FM World, Organiser, Administrator** – FM WORLD limited liability company with its registered office in Wrocław, address: ul. Żmigrodzka 247, 51-129 Wrocław, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number: 0000411446; VAT No.: 8952010760, with a share capital of PLN 182,900.00;
 - b. **FM WORLD POLSKA** – FM GROUP POLSKA limited liability company with its registered office in Wrocław, address: ul. Żmigrodzka 247, 51-129 Wrocław, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number: 0000763677; VAT No.: 8952199148, with a share capital of PLN 70,000.00;
 - c. **FM WORLD Branch (Branch)** – an entity other than FM WORLD POLSKA that conducts business activities in direct sales within the MLM system for FM WORLD Products and provides services under a franchising agreement concluded with FM WORLD;
 - d. **Contest** – this 3rd Global Networking Contest;
 - e. **Business Partner, Participant** – a natural person, legal person, or organisational unit without legal personality that has legal capacity granted by separate regulations and has entered into an agreement with FM WORLD POLSKA or a Branch for participation in the FM WORLD Club (Agreement, Partnership Agreement); an entity that has entered into a Partnership Agreement with FM WORLD POLSKA or a Branch;

- f. **Rules** – these Rules for participation in the Contest;
- g. **FM WORLD Club Rules** – the rules that define the terms of participation of a Business Partner in the FM WORLD Club;
- h. **FM WORLD Products (Products)** – products marketed under the FM WORLD trademark, and in the case of Business Partners of FM WORLD POLSKA, also telecommunication goods and services provided by FM LEX;
- i. **Own Points** – Points obtained by a Business Partner for purchasing FM WORLD Products directly from a Branch, and in the case of a Business Partner of FM WORLD POLSKA, also for purchasing FM GROUP Telecommunication Services from FM GROUP Mobile and acquiring accounting services from FM LEX.
- j. **Other terms** used in these Rules shall be understood in accordance with the meaning assigned to them in the Partnership Agreement or the applicable FM WORLD Club Rules, Marketing Plan, or Code of Ethics of the FM WORLD Club.

§ 2

1. The purpose of the Contest is for Participants to demonstrate their knowledge of FM WORLD Products.
2. The Contest is exclusively for Business Partners, excluding Conditional Partners.
3. The Contest will be held from 1 March to 1 July 2025.
4. Agreeing to participate in the Contest, particularly by joining it, constitutes the Business Partner's acceptance of the provisions of these Rules and their commitment to comply with them.
5. By entering the Contest, the Business Partner confirms that they are familiar with the applicable FM WORLD Club Rules, the Marketing Plan, and the FM WORLD Club Code of Ethics.
6. FM World may exclude a Business Partner from the Contest if they have violated the applicable FM WORLD Club Rules, the FM WORLD Club Code of Ethics, the Marketing Plan, or any other regulations governing their legal relationship with a Branch or FM Polska, or if their actions have caused or could potentially cause harm to FM Polska, FM WORLD, FM Mobile, FM LEX, or an FM WORLD Branch.
7. The Organiser reserves the right to exclude from the Contest any person who provides false personal data or otherwise misleads or attempts to mislead the Organiser.

8. A Business Partner may only register for the Contest personally, specifically by actively participating in it.
9. To successfully and uninterruptedly register for the Contest, a Business Partner must have a stable and active internet connection. The Organiser is not obliged to provide internet access for the Business Partner and shall not be held responsible for any lack of access to the internet or for malfunctioning devices owned by the Business Partner used to register for the Contest.
10. A Business Partner who wins a Prize under the conditions set out in these Rules grants FM World, an FM World Branch, or any entity acting on their behalf or at their request, the irrevocable and free right to use and distribute their image captured during and in connection with their participation in the Contest.
11. The permission to use the image, as referred to in clause 10, includes unlimited use and distribution of the Business Partner's image in terms of time, format, and territorial scope, including in the case described in clause 12.
12. The Business Partner mentioned in clause 11 agrees to participate free of charge in promotional materials created by FM World or an entity designated by them, including but not limited to audiovisual materials, in connection with their participation in the Contest.
13. The permission referred to in clauses 10 and 12 covers all known fields of exploitation at the time these Rules are published.
14. If the content of a submission, response, or video provided by a Business Partner in connection with the Contest is or becomes protected under copyright law or similar legal provisions, the Business Partner guarantees that they hold exclusive, unrestricted economic and moral copyright to the submitted content and that by submitting it, they do not infringe upon the rights or personal interests of third parties. If the declaration in the previous sentence proves to be false or if the submitted content infringes upon third-party rights, the Participant agrees to indemnify the Organiser against any third-party claims arising from such a violation.
15. If the content submitted under clause 14 is or becomes protected under copyright law or similar legal provisions, the Business Partner, by submitting the content, grants the Organiser an unconditional, irrevocable, and royalty-free licence to use the content for the duration of the Contest without territorial limitations, specifically for:
 - a. Storing the content in the memory of the Organiser's computer or server,
 - b. Using the content, particularly by recording and reproducing Business Partner submissions using any technique, including magnetic, digital, audiovisual recording, on any media, without limitations regarding quantity or distribution,
 - c. Publicly distributing the submitted content and making it publicly available in a way that allows anyone to access it at a time and place of their choice, particularly via computer networks, the internet, intranet, and mobile phones.

16. If a Business Partner's content is selected as a winning entry in the Contest, as specified in § 4 clause 3, the Business Partner transfers to the Organiser or their legal successors the exclusive economic copyright to use and manage the content or its parts without time limitations, both domestically and internationally. The Business Partner also grants the Organiser or their legal successors the right to make derivative works, including edits, cuts, translations, modifications, and adaptations of all or part of the selected content, as well as to introduce any changes necessary to ensure its successful use.
17. Upon the transfer of economic copyright, the Organiser gains exclusive rights to use and manage the selected content in the fields of exploitation specified in clause 13.
18. Regarding multimedia materials or media that have been made public as a result of the Business Partner publishing them in connection with their participation in the Contest, the use and sharing of such materials shall be governed by separate documents or legal acts applicable to the platforms on which the materials were published.

§ 3

1. The Contest is divided into four stages:
 - a. **Stage I** will take place from 1–31 March 2025 and will be concluded on 4 April 2025.
 - b. **Stage II** will take place from 1–30 April 2025 and will be concluded on 7 May 2025.
 - c. **Stage III** will take place from 1–31 May 2025 and will be concluded on 5 June 2025.
 - d. **Stage IV** will be concluded on 16 June 2025.
2. A general condition for participation in the Contest is that a Business Partner must obtain at least 300 Personal Points in each individual month in which the Contest takes place. If the number of Personal Points obtained by a Business Partner, or the number of Points obtained by any FM WORLD Club Business Partner from their Group, was credited by FM Polska or a Branch for an order of FM WORLD Products that was placed but not collected, this will result in an adjustment of the credited Personal Points. This may, in particular, lead to the Business Partner losing the right to receive a prize in the Contest or the entire Contest. If the prize has already been awarded and delivered to the Business Partner, they are obliged to immediately return the awarded prize to FM WORLD without a separate request from FM WORLD, but no later than 7 days from receiving a formal request from FM WORLD, at their own cost and risk.
3. The Contest requires Participants to demonstrate their knowledge of FM WORLD Products.
4. For each stage of the Contest, as specified in clause 1, Business Partners will be able to answer questions about FM WORLD Products through their account in the Partner Zone (back office) available on the FM WORLD POLSKA website or the Branch website, within the deadlines specified in clause

5. The contest questions will be posted separately for each stage on the last calendar day of the month at 10:00 AM Polish time (GMT+1), as described in clause 4. Business Partners may submit their answers via the form on the website in the Partner Zone (back office):
 - a. On **4 April 2025** for Stage I,
 - b. On **7 May 2025** for Stage II,
 - c. On **5 June 2025** for Stage III,
 - within a 6-hour window, until 4:00 PM Polish time (GMT+1). After 4:00 PM Polish time (GMT+1), FM WORLD will publish the correct answers to the questions, subject to clause 1d.
6. A Business Partner's ability to answer questions depends on the number of Personal Points accumulated in a given month. Every 300 Personal Points grant access to one question, with a maximum of 10 questions (i.e., 3,000 Personal Points per month).
7. Prizes will be awarded as specified in Annex No. 1 to the Rules.
8. The winners of each Contest stage and the overall Contest will be announced on the FM WORLD, FM WORLD POLSKA, or Branch website promptly after the conclusion of the respective stage and the entire Contest.

§ 4

1. FM WORLD has designated the following prizes for Contest Participants:
 - a. **3 Rolex watches**,
 - b. **3 single-person invitations** to the 21st anniversary event of the company in the Seychelles in October 2025,
 - c. **9 DKV fuel vouchers** worth 200 EUR each,
 - d. **6 Spa vouchers** worth 200 EUR each,
 - e. **6 luxury handbags**,
 - f. **2 single persons invitations** to the regional anniversary event in Turkey,
 - g. **1,200 FM World Products** – subject to the provisions of § 5.
2. Prizes will be awarded after the conclusion of each stage, as specified in Annex No. 1 to the Rules.
3. The grand prizes, consisting of a Mercedes C-Class and two double invitations to the Seychelles anniversary event, will be awarded to Participants who:
 - Correctly answer at least **27 questions** that will be available in the Business Partner's Back Office on April 4, May 7, and June 5, 2025.
 - Successfully complete an additional task between **June 3 and June 12, 2025**.
 - The process for awarding these prizes is specified in **Annex No. 2 to the Rules**.

4. The prizes listed in clause 1 cannot be exchanged for cash, other material goods, or any other form of compensation for the Business Partner. The prizes cannot be transferred to a third party.
5. In addition to the prizes listed in clause 1, the Organizer will grant each Winner a cash award equal to 11.11% of the value of the awarded prize. However, the Winner unconditionally and irrevocably agrees that this amount will be retained by the Organizer to cover the tax payment specified in § 5.
6. If any of the prizes listed in clause 1 remain unawarded in a given stage, they will be added to the prize pool of the next stage. If, after all stages have concluded, any prizes remain unawarded, no Business Partner participating in the Contest shall be entitled to claim them.
7. A Business Partner will lose the right to claim any prizes if:
 - a. They withdraw from the Contest,
 - b. They are disqualified under the provisions of these Rules,
 - c. The Contest is canceled.In such cases, the Business Partner shall not have any claims against the Organizer, including claims for the issuance of any prizes.
8. Prizes will be distributed by 1 July 2025. After this date, the Organizer's obligation to issue the prize expires.
9. Prizes will be delivered to Participants after each stage. FM WORLD, via FM WORLD Polska or a Branch, will send the prizes together with the Participant's next FM WORLD Product order during the nearest available delivery.
10. The grand prizes specified in clause 3 will be handed over to the winners under a separate written agreement between the Business Partner and FM WORLD, to be concluded by 1 July 2025.
11. If it is not possible to issue the prizes within the timeline specified in the Rules due to legal, formal, logistical, or other reasons, the Organizer and the winning Business Partner will determine the alternative method and timeline for the prize handover in a separate agreement, in accordance with clause 10.

§ 5

1. If, under applicable law, a tax obligation arises from awarding a material prize, the Organizer will:
 - Calculate, collect, and remit a lump-sum income tax of 10% of the prize value to the relevant tax office before handing over the prize to the Contest Winner.
 - The prize will only be issued after the required tax has been collected from the Winner, subject to the provisions of the following clauses.

2. Cash prizes mentioned in § 4(1) will be awarded along with the prize only if the Participant is a tax resident of Poland. In this case:
 - The Participant acknowledges that the cash prize will be withheld by the Organizer and used to cover public-law obligations, particularly taxes due on winning the prize.
3. Cash prizes mentioned in § 4(1) will also be awarded to a Participant who is not a Polish tax resident, but only if:
 - Polish law or double taxation treaties between Poland and the Participant's country require the Organizer to calculate and remit the applicable tax obligations.
 - The Participant acknowledges that the cash prize will be withheld by the Organizer and used to cover the required taxes on the prize.
4. Cash prizes will not be awarded to a Participant who is not a Polish tax resident if:
 - No legal regulations require the Organizer to calculate and pay public-law obligations, including taxes.
 - The Participant acknowledges that they are solely responsible for fulfilling any tax obligations in their country of tax residency.
 - FM WORLD will not be liable to provide any compensation or reimbursement under this or any other legal title.

§ 6

1. The Organizer declares that it is the administrator of Participants' personal data.
2. Contact with the Organizer is possible:
 - a. by post at **the address indicated above**,
 - d. via email: **iod@fmworld.com**.
3. Participants' personal data is processed at the Administrator's registered office or by another entity processing data on behalf of the Organizer, in compliance with appropriate security measures that meet Polish and European legal requirements, in particular, 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, repealing Directive 95/46/EC (General Data Protection Regulation – GDPR) (Text with EEA relevance), as well as the Polish Data Protection Act of 10 May 2018 (Journal of Laws 2018, item 1000), consolidated text of 30 August 2019 (Journal of Laws 2019, item 1781).

4. Participants' personal data will be processed for the following purposes:
 - a. participation in the Competition and selection of winners,
 - b. undertaking factual and legal actions necessary for the proper fulfilment of the Organiser's obligations under the Terms and Conditions,
 - c. handling potential complaints or claims from Participants towards the Administrator,
 - d. pursuing claims or defending against claims made against the Administrator,
 - e. fulfilling Participants' rights arising from the processing of their personal data,
 - f. complying with the Administrator's legal obligations.
5. The legal basis for processing Participants' personal data is Article 6(1)(a-c) and (f) of the GDPR, which permits data processing when:
 - a. the data subject has given consent for one or more specific purposes;
 - b. processing is necessary for the performance of a contract to which the data subject is a party or for taking steps at the request of the data subject prior to entering into a contract;
 - c. processing is necessary for compliance with a legal obligation to which the Administrator is subject;
 - d. processing is necessary for the purposes of the legitimate interests pursued by the Administrator or by a third party.
6. The Administrator, if necessary for providing its services, may process personal data obtained from publicly available sources (e.g. debt exchanges, business intelligence agencies, land and mortgage registers, the National Court Register (KRS), CEIDG, press, Internet). The Administrator may also process personal data obtained from distribution partners or external entities of the Organiser if the Participant learned about the Competition from FM WORLD POLSKA or its Branch (an intermediary entity facilitating cooperation with the Organiser) and consented to the transfer of their contact details to the Administrator to participate in the Competition.
7. For the purposes specified in point 4 above, the Administrator may process the following data: first name(s) and surname, email address, phone numbers, partner number, Participant identification number or a similar number, residential and correspondence address, business activity details, signature, and other personal data necessary for the Administrator to fulfil its statutory or contractual obligations properly.
8. Personal data will be processed during the period preceding participation in the Competition and throughout its duration. In the case of a Prize referred to in § 4(1)(a), data will also be processed during the period required to conclude the agreement mentioned in § 4(7), as well as for archiving purposes for the duration of the limitation period for claims. For data processed based on consent, the Participant has the right to withdraw consent at any time, which does not affect the legality of

processing before withdrawal. If consent is withdrawn or an objection to processing is submitted, the Administrator will cease processing personal data unless legally required to continue.

9. In fulfilling the purpose of data processing specified in this document, personal data may be transferred to:
 - a. entities cooperating in the fulfilment of the processing purpose,
 - b. courier companies serving the Administrator,
 - c. the Administrator's service providers responsible for data processing, such as IT service providers,
 - d. entities processing data under a business relationship with the Administrator and entities required by separate regulations,
 - e. FM WORLD POLSKA, FM WORLD DISTRIBUTION, FM WORLD Branches,
 - f. the Organiser's employees or associates,
 - g. legal and advisory service providers in case of claims related to the Organiser's business activity or in the event of actions taken to defend the Organiser against claims related to the Competition.
10. Participants have the following rights regarding the processing of their personal data:
 - a. the right to access their personal data,
 - b. the right to request the rectification of their personal data,
 - c. the right to request the deletion of their personal data,
 - d. the right to request the restriction of personal data processing,
 - e. the right to data portability, i.e. the right to receive their data in a structured, commonly used, machine-readable format and to transfer it to another data controller, where technically feasible,
 - f. the right to object to data processing due to a specific situation unless processing is necessary due to the Administrator's legitimate interest,
 - g. the right to object to the processing of their data for direct marketing purposes.
11. To exercise their rights, Participants must contact the Administrator using the details specified in point 2 above.
12. The right to request data deletion, under Article 17(3) of the GDPR, cannot be exercised to the extent that processing is necessary:
 - a. for exercising the right to freedom of expression and information,
 - b. for compliance with a legal obligation requiring processing under EU or Member State law applicable to the Administrator or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Administrator,

- c. for public interest archiving, scientific or historical research, or statistical purposes in accordance with Article 89(1) of the GDPR, where the right to deletion would likely prevent or seriously impair the achievement of the processing objectives,
 - d. for the establishment, exercise, or defence of legal claims.
13. Participants have the right to lodge a complaint with the data protection supervisory authority, i.e. the President of the Personal Data Protection Office.
14. Providing personal data is voluntary but necessary for participating in the Competition and implementing these Terms and Conditions. Without providing personal data, it will not be possible to enter into an agreement or cooperate with the Administrator. Providing data for marketing purposes is voluntary.

§ 6

1. A Business Partner may be excluded from the Contest if they have violated the provisions of points 3.1.11-3.1.16 and point 4.2 of the FM WORLD Club Regulations, as well as the provisions of points II-IV of the FM WORLD Club Code of Ethics. Exclusion may also occur in the event of temporary termination (suspension) of the Partnership Agreement by FM WORLD Polska or a Branch, based on the provisions of the applicable FM WORLD Club Regulations.
2. By entering the Contest, the Business Partner acknowledges that withdrawing consent for the processing of their personal data by FM WORLD, FM WORLD Polska, or a Branch may result in the termination of their participation in the Contest on the date the consent is withdrawn. In such a case, the Business Partner shall not be entitled to any claims against FM WORLD, FM WORLD Polska, or the Branch arising from their exclusion from the Contest.
3. FM WORLD reserves the right to modify or cancel the Contest, change the Contest framework, or alter the prize pool specified in § 4 section 1 at any time, but only for valid reasons. These include, in particular, if the Contest does not achieve its intended goal or if there is a lack of interest in the Contest from Business Partners.
4. FM WORLD may, for important reasons, amend the FM WORLD Club Regulations, the Marketing Plan, the Code of Ethics, the Contest Regulations, and other documents defining the relationship between the Business Partner and FM WORLD Polska or a Branch. Important reasons include the introduction of new Levels different from the current ones, the introduction of new products into the Sales Network, the acquisition of rights to use a trademark, the need to modify the rules for calculating Discounts or Remuneration, the necessity to align the Regulations with applicable legal provisions, the need to regulate membership rules in the FM WORLD Club that were previously unregulated and

have caused disputes or uncertainties, the introduction of new functional, organizational, or technical solutions by FM WORLD Polska or a Branch, as well as modifications or changes to the IT system used by FM WORLD Polska or a Branch to fulfill obligations towards Business Partners.

5. Changes to the FM WORLD Regulations shall be made by sending the updated content of the Regulations to the Business Partner, including to the email address they provided, which the Business Partner agrees to. The Business Partner has 14 days from the date of receiving the notification to reject the proposed changes. Failure to submit a statement in the required form within this period shall be deemed acceptance of the proposed changes. A rejection of the proposed changes submitted within this period shall be considered as the Business Partner's withdrawal from the Contest.
6. The annexes form an integral part of the Regulations. The annexes to the Regulations are:
 - a. Annex No. 1 – Method of selecting winners for the first three stages of the Contest,
 - b. Annex No. 2 – Method of selecting the grand prize winner of the Contest.
7. In matters not regulated by these Regulations, the relevant provisions of generally applicable law in Poland shall apply.
8. These Regulations shall enter into force on 1 March 2025.

Full Name:

Partner Number:

Contact Address:

Phone Number:

Email Address:

Declaration of Acceptance and Consent

I, the undersigned, declare that in connection with my participation in the 3st Global Contest organized by FM WORLD sp. z o.o., based in Wrocław, I have read and understood the Contest Regulations and agree to abide by them. In particular, I consent to the publication of information on my local FM WORLD Branch's website, FM WORLD's website, or websites of other entities affiliated with FM WORLD, whether personally, financially, or commercially linked. This also includes social media platforms of these entities, regarding my winning of a stage or the overall Contest.

Date and Legible Signature:
