

## **Terms of Use of the website and applications provided by DP Polska S.A. in force since 25 May 2018.**

### **I. General provisions**

1. These terms of use define the rules of using the website operating at [www.dominospizza.pl](http://www.dominospizza.pl) ("**the website**") maintained by DP Polska S.A., ul. Słomińskiego 19/508, 00-195 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS 0000359582, NIP No.: 524-27-12-882, REGON No.: 142473501, share capital of PLN 85,861,869 paid in full ("**DP**") and mobile applications provided by DP ("**applications**").
2. The website and applications enable users to browse the offers of Domino's Pizza chain pizzerias in Poland on the Internet and place orders for products available there, with or without delivery.
3. The use of the website and applications is free of charge. Payment for products ordered in Domino's Pizza pizzerias is always specified in detail in the order summary.
4. Placing an order in the pizzeria means the conclusion of an agreement between the pizzeria (i.e. DP or an entity belonging to the DP franchise network) and the user. The agreement is concluded when DP confirms to the user that the order has been accepted. The exact details of the pizzeria will be communicated to the user in his/her order confirmation.
5. The terms of use define the rights and obligations of DP and users of the website and the applications. DP provides services within the website and applications in accordance with these terms of use.
6. Using the website or applications means consent to the provisions of the terms of use. Each user should read the terms of use before using the website or applications. A user who does not agree to the provisions of the terms of use should stop using the website or applications. Additionally, in the case of an application, the user should also immediately uninstall the application from his/her mobile device.
7. The user may not place illegal content on the website or application.
8. DP does not provide telecommunication services within the meaning of the Act of 16 July 2004 Telecommunications law (Journal of Laws [Dz.U.] of 2004, No. 171, item 1800, as amended), in connection with the above, the user should address any complaints related to such services to the telecommunication operator whose services he/she is using.

### **II. Technical requirements**

1. Use of the website requires the user to have a device allowing access to the Internet, Internet Explorer 8, Chrome, Safari, Firefox, Opera browsers or their later versions and software accepting cookies.
2. The use of the application requires the user to have a mobile device connected to the Internet compatible with the iOS operating system version 5.0 or later or Android version 4.0 or later and to download the application from a selected mobile application store and install the application on his/her mobile device.

### **III. Reservation on the use of the application**

1. The use of the application may depend on the installation of appropriate software required by the provider of the operating system under which the User's mobile

device operates or its update.

2. It may also be necessary to install updates or patches to the applications provided by DP for the proper functioning of the applications.
3. The costs of connecting the mobile device to the Internet result from the agreement between the user and the relevant telecommunication operator.
4. The user acknowledges that in some places, due to poor quality or lack of Internet connection, the application may not function properly or may not be available.

#### **IV. Intellectual property and licenses**

1. DP holds all intellectual property rights to the website and applications, in particular DP holds all rights to the name, domain, layout, graphic elements and any other creative elements of the website and applications.
2. Once the application is installed on a mobile device, DP grants the user a non-exclusive and time-unlimited license to use the application and its resources in order to view its content and place orders at Domino's Pizza pizzeria chain in Poland. DP reserves the right to terminate the license without notice in the event of violation by the user of these terms of use.

#### **V. Use of the website and applications**

1. The use of the website or applications is voluntary.
2. The website and applications are intended for natural persons with full legal capacity. A user may also be a minor and/or person not having full legal capacity, provided that the consent of the statutory representative is obtained. A legal person may have its own profile provided that one natural person is indicated as a user.
3. Placing orders through the website or application is possible after registration for logged in users as well as without registration. DP encourages users to register in the website or application. Some services or elements of the website or application may only be available to registered users.
4. In order to register, the user should provide his/her active e-mail address, name, surname, contact telephone number, address data and a unique password, as well as go through the verification procedure indicated by the DP.
5. If registration is successful, DP will create a user profile in which it will store the user's configuration settings and the data provided by the user during registration. This data is not visible to other users.
6. In order to place an order, an unregistered user should provide his/her name, contact telephone number and delivery address, as well as choose the method of payment.

#### **VI. The scope of DP's activities within the website and application**

1. DP may place advertisements and other elements promoting goods and services of third parties on the website or application.
2. DP makes every effort to ensure that the website and the application are working properly, but does not guarantee their continued availability. DP may temporarily suspend the operation of the website or the application when it is necessary in order to rectify failures or improve their operation.
3. DP reserves the right to delete a profile that has been inactive for a period of six

months.

4. DP reserves the right to access the user profile in order to remove malfunctions in the functioning of the website or application and disturbances or problems in the functioning of the profile.
5. Any attempts to break into the website or application, break the codes and use them in a manner inconsistent with the Terms of Use, may entail, without prior notice, irreversible blocking of access to the website or application and appropriate legal actions.
6. DP reserves the right to terminate the website or application.

## **VII. Orders and payment**

1. In order for a user not logged in to the website to order a product, it is necessary to perform the following steps:
  - a. Select the "Order now" button on the website;
  - b. When choosing the delivery of a product to an indicated address ("**Delivery**"), fill in the order form and indicate the following data: choose a town, street and building number, contact telephone number and instructions for the supplier, and check the availability of delivery in this area by clicking on the "Find a place to deliver" button;
  - c. When choosing to collect a product at one of Domino's Pizza premises ("**Personal Collection**"), indicate the appropriate pizzeria on the map;
  - d. Select products from Domino's Pizza offer and indicate the number of products or detailed parameters from the list if the product can be personalised at the user's request. The products selected by you are continuously displayed in the order basket, to which you can at any time add a new product or remove a previously selected product;
  - e. Once you have selected the products, you will be able to view the full list of products with unit prices for each product and the total price for the entire order;
  - f. If you confirm that the list of products is consistent with your previous selection, you will be asked to:
    - i. provide your name, surname and instructions to the supplier, in the case of "Delivery" or
    - ii. provide your name, surname and telephone number, in the case of "Personal collection".
  - g. You may also voluntarily consent to receive commercial information from DP by ticking the relevant box;
  - h. Choose one of the indicated payment methods;
2. In order for a user logged in to the website to order a product, it is necessary to perform the following steps:
  - a. Log in to the website;
  - b. Select the "Order now" button;
  - c. Select products from Domino's Pizza offer and indicate the number of products or detailed parameters from the list if the product can be personalised at the user's request. The products selected by you are continuously displayed in the order basket, to which you can at any time add a new product or remove a previously selected product;
  - d. Once you have selected the products, you will be able to view the full list of products with unit prices for each product and the total price for the entire order;
  - e. If you confirm that the product list is consistent with your previous selection, you will be asked to give instructions to the supplier;
  - f. Select one of the indicated payment methods.

3. In order for a user not logged in to one of the applications to order a product, it is necessary to perform the following steps:
  - a. Provide your name, surname, telephone number and delivery address.
  - b. Select products from Domino's Pizza offer and indicate the number of products or detailed parameters from the list if the product can be personalised at the user's request. The products selected by you are continuously displayed in the order basket, to which you can at any time add a new product or remove a previously selected product;
  - c. If you confirm that the product list is consistent with your previous selection, you will be asked to give instructions to the supplier;
  - d. Select one of the indicated payment methods.
4. In order for a user logged in to one of the applications to order a product, it is necessary to perform the following steps:
  - a. Select products from Domino's Pizza offer and indicate the number of products or detailed parameters from the list if the product can be personalised at the user's request. The products selected by you are continuously displayed in the order basket, to which you can at any time add a new product or remove a previously selected product;
  - b. If you confirm that the product list is consistent with your previous selection, you will be asked to give instructions to the supplier;
  - c. Select one of the indicated payment methods.
5. As soon as you have completed all the steps mentioned above in points 1, 2, 3, 4 the order will be accepted for processing.
6. DP reserves that deliveries of products are made only to the addresses indicated in the order form.
7. DP reserves the right to confirm the order by phone to the telephone number indicated by the user when placing the order. In addition, each order placed via the website, which is the user's first order in a given Domino's Pizza premises, will be confirmed by SMS.
8. The user can track his/her order through the "Pizza Tracker" functionality.
9. The payment methods accepted by Domino's Pizza pizzerias are:
  - a. credit card or cash; payment is made on receipt of the goods
  - b. credit card or bank transfer; payment is made before the goods are collected (online payments); the operator of these payments is PayU S.A.

#### **VIII. Personal data**

1. The controller of Users' personal data is DP Polska S.A. with its registered office in Warsaw, ul. Słomińskiego 19/508, 00-195 Warsaw, which processes Users' personal data in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals 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 referred to as the GDPR, and in accordance with the Privacy Policy attached as Annex to these Terms of Use.
2. Personal data contained in the registration form and the order form are processed by the controller for the purpose of receiving orders and performing agreements with the user (the legal basis for data processing is Art. 6(1)(b) of the GDPR). Providing data is voluntary, but necessary for the performance of the order. The Controller may also process such data for purposes resulting from the Controller's legitimate interests consisting in marketing DP Polska S.A.'s own products and services, for analytical and statistical purposes as well as to fulfil DP Polska S.A.'s legal obligations, in particular those resulting from the tax law (the legal basis for data processing is Art. 6(1)(f) of the GDPR).

3. Sending commercial information to Users who are designated natural persons by means of electronic communication (e-mail, SMS) requires a separate consent of the User to the processing of personal data for this purpose. In case of consent to the processing of personal data for this purpose, the legal basis for the processing of data is Art. 6(1)(a) of the GDPR. The User has the right to withdraw his or her consent at any time.
4. Users' personal data may be made available to DP Polska S.A.'s franchisees only for the purpose of fulfilling the User's order and to entities with the help of which marketing of DP Polska S.A.'s own products and services is carried out. If the User makes an online payment via the PayU system, the User's personal data will be made available to PayU S.A. (registered office address: ul. Grunwaldzka 182, 60-166 Poznań) for payment processing.
5. The Controller shall not store Users' personal data for longer than it is necessary to achieve the purposes for which they were collected, unless it is legally required or permitted to store data for a longer period of time.
6. The Controller has the right to make the provision of its services and use of the website or application subject to verification of the user's personal data.
7. The User has the right to access his/her data at any time as well as the right to request its rectification, restriction, object to the processing, request its erasure or transfer. The User may exercise these rights by contacting the Controller at the address given in point I.1 of the Terms of Use or by e-mail: [dane.osobowe@dominospizza.pl](mailto:dane.osobowe@dominospizza.pl) The User has the right to lodge a complaint to the supervisory authority responsible for personal data protection.
8. The User is obliged to provide correct data in the form and to update such data.
9. In case of doubt as to the truthfulness or timeliness of the data provided by the user in the registration form, the controller may block the profile until the case is clarified.
10. The Controller may disclose personal data of users only to competent public authorities and the judiciary acting on the basis and within the limits of law regulations or to third parties, if the obligation to disclose the data at their request results from law regulations.

## **IX. Obligations of users**

1. Each User may have only one profile and may not share it with others or use a profile belonging to another person.
2. The User undertakes to refrain from any actions that may hinder or interfere with the operation of the website or application. In the event that the User is found guilty of such actions, DP has the right to block the profile, regardless of any other actions.
3. The User is obliged:
  - a. to comply with the law and good manners,
  - b. not to place false orders,
  - c. to settle financial receivables for the placed orders.
4. The User declares that any contents, including personal data, placed by him/her on the website or application are true and do not violate any rights of third parties.
5. It is forbidden to use the website or application in a manner inconsistent with their purpose. It is forbidden to send spam and unsolicited commercial information as well as to practice commercial, advertising or promotional activities.

6. It is forbidden to copy parts or the whole of the website or application or to use them for the user's gainful purposes.

#### **X. Termination of the provision of services**

1. DP reserves the right to block or delete the profile of a user whose actions violate the Terms of Use.
2. In case of blocking the profile by DP, the creation of a new profile by the User requires prior consent of DP.
3. The User can terminate the use of the website at any time by deleting his/her profile. Termination of use of the application requires removal of the profile and uninstallation of the application from the User's mobile device.
4. The Controller may require the User to change his/her password.

#### **XI. Complaints**

1. Complaints concerning the functioning of the website or application can be reported by the User to the DP e-mail address: [report\\_bug@dominospizza.pl](mailto:report_bug@dominospizza.pl) or in writing to the address of DP: ul. Słomińskiego 19/508, 00-195 Warsaw. The complaint should contain at least the User's e-mail address and a detailed description of the facts.
2. Complaints concerning the activity of a given pizzeria can be submitted by the User to the DP address indicated above or directly to the address of the pizzeria.
3. Complaints will be dealt with immediately, however, not later than within 7 working days. The User will be informed of his/her complaint by e-mail or letter.

#### **XII. Amendment to the Terms of Use**

1. DP is entitled to amend the Terms of Use with effect for the future for the following important reasons:
  - a. a new functionality of the website or application will be introduced, which cannot be used on the basis of the existing Terms of Use;
  - b. the amendment is enforced by law;
  - c. the existing functionality of the website or application will be changed, in particular, in order to increase comfort or facilitate the use of the website or application.
2. The User will be informed by e-mail about any amendments to the Terms of Use. Additionally, information about the amendment to the Terms of Use will be placed in a visible place on the website or application for a month from the date of the amendment to the Terms of Use.
3. Amendment to the Terms of Use shall enter into force from the date indicated in the information about the entry into force.
4. In case of any amendment to the Terms of Use, the User has the right to resign from services with immediate effect. The procedure of resignation is described above.

## PRIVACY POLICY

effective from 25 May 2018

### I. Controller of your personal data

The Controller of your personal data is DP Polska S.A. with its registered office in Warsaw, ul. Słomińskiego 19/508, 00-195 Warsaw, which processes personal data of the Website's Users in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals 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 referred to as the GDPR and in accordance with this Privacy Policy (hereinafter: Policy). With regard to the Policy and personal data, the Controller may be contacted at the above address as well as by e-mail: [dane.osobowe@dominospizza.pl](mailto:dane.osobowe@dominospizza.pl)

### II. Information on the processing of your personal data by the Controller

The Controller processes Users' personal data in the following way:

#### a) Registration of the User's profile on the Website

In order to perform the agreement concerning the User's registration on the website, the Controller will process your personal data provided by you in the registration form. The legal basis for the Controller's processing of personal data is the necessity to perform the agreement concerning the registration of the User's profile on the website in connection with your willingness to register on the website (Art. 6(1)(b) of the GDPR).

#### b) Order execution

In order to execute the order, the Controller will process your personal data provided by you in the order. The legal basis for data processing is the necessity to execute the order placed by you (Art. 6(1)(b) of the GDPR).

#### c) Direct marketing of own products and services

In order to inform about promotions and new products and services offered by Domino's Pizza, the Controller will process your order data. The legal basis for data processing is the Controller's legitimate interest in direct marketing of the Controller's products and services (Art. 6(1)(f) of the GDPR).

#### d) Transmission of commercial and marketing information by electronic means of communication

In order to inform about promotions and new products and services offered by Domino's Pizza, the Controller will process your data for which you have consented to its use. The legal basis for data processing is the consent obtained by the Controller (Art. 6(1)(a) of the GDPR). You have the right to withdraw your consent at any time, the withdrawal of consent does not affect the lawfulness of processing based on consent prior to its withdrawal.

#### e) Analytical and statistical purposes

In order to determine the quality of provided services, the Controller will process your data indicated in the order. The legal basis for data processing is the Controller's legitimate interest in obtaining

relevant information in order to improve the quality of services provided by the Controller (Art. 6(1)(f) of the GDPR).

f) Fulfilment of legal obligations

In order to meet the obligations imposed on the Controller by law, in particular the tax law, the Controller will process your data from the order. The legal basis for data processing is the Controller's legitimate interest and the legal obligation incumbent on the Controller (Art. 6(1)(c) and (f) of the GDPR).

g) Defense against claims

In order to establish, pursue or defend against claims, the Controller will process your data from the order. The legal basis for data processing is the Controller's legitimate interest in being able to establish and pursue claims or defend against such claims (Art. 6(1)(f) of the GDPR).

### **III. Information on transmission of your personal data by the Controller**

Your data, if your order is executed by the Controller's franchisee, will be made available to this franchisee in order to execute the order, on the basis of an agreement concluded with the franchisee which guarantees the security of your personal data. In case of marketing of the Controller's own products and services, your data will be made available to entities with the help of which DP Polska S.A.'s own products and services are marketed. If you make online payments using the PayU system, your data will be made available to PayU S.A. Your data will be made available to providers of IT and telecommunication services and solutions commissioned by the Controller. The Controller will not transfer your personal data to countries outside the European Economic Area.

### **IV. Information on the period of storing personal data by the Controller**

The Controller shall store your data for no longer than it is necessary to achieve the purposes of the processing, unless it is legally required or permitted to store data for a longer period of time. In particular, the Controller will store your data:

- a. for the purposes of running the user's profile until the moment of resignation from running the profile or termination of the provision of this service by the Controller. This period may be extended by the statute of limitations for your or the Controller's claims specified in the law, if processing of such data is necessary to establish or pursue claims, as well as to defend against such claims, if any;
- b. for the purpose of fulfilling your order - for the duration of the agreement relating to that order or service provided electronically, this period may be extended by the statute of limitations for your or the Controller's claims specified in the law, if the processing of such data is necessary to establish or pursue claims, as well as to defend against such claims;
- c. for the Controller's legitimate interest in the form of direct marketing - for the period of the Controller's legitimate interest, but not longer than 18 months;
- d. for the Controller's legitimate interests, i.e. for analytical and statistical purposes in order to improve the quality of services provided by the Controller - for the duration of the Controller's legitimate interest, but not longer than 18 months.
- e. data processed by the Controller on the basis of your consent granted for the marketing of the Controller's own products and services will be stored until your consent is withdrawn;
- f. for the Controller's compliance with the obligations arising from the provisions of law and its

legitimate interests for the period resulting from such provisions, in particular the tax law, i.e. for 5 years from the end of the calendar year in which the deadline for payment of the tax related to the order has expired;

- g. for the Controller's legitimate interests, i.e. to establish and pursue claims or defend against claims - for the period of the statute of limitations of your or the Controller's claims;

#### **V. Your rights regarding personal data**

Any rights resulting from this Privacy Policy may be exercised by contacting the Controller in the manner indicated in point 1. You have the right to withdraw your consent to have your personal data processed by the Controller for the purposes of marketing the Controller's own products and services, while the withdrawal of consent does not affect the lawfulness of the processing performed on the basis of the consent prior to its withdrawal. In case of withdrawal of consent, the Controller will stop processing your data for this purpose. You have the right to object to the processing of your personal data by the Controller. In the event of an objection to the processing of personal data, the Controller will cease its processing, unless there are legally valid, legitimate grounds for the Controller in relation to the data, which are superior to the interests, rights and freedoms of the data subject or the data will be necessary for the Controller to determine, pursue or defend against claims, in accordance with point IV of the Policy. You have the right to access your personal data, to correct it and request its deletion, transfer, as well as the right to request restriction of data processing. If you believe that your personal data is processed in violation of the law, you have the right to file a complaint with a supervisory authority, i.e. the President of the Office for the Protection of Personal Data.

#### **VI. Requirement to provide personal data**

Providing personal data is voluntary, however, it is necessary to process your order, maintain your profile and place orders within the Website.

#### **VII. Cookies**

1. While making the content available within the website, the Controller uses cookies, i.e. files constituting IT data, in particular text files, which are stored in the terminal equipment of the website user and are intended for the use of the website. They usually contain the name of the website from which they come, the duration of their storage on the terminal device and a unique number.
2. Cookies are used to:
  - a. adjust the content of the website to the preferences of the user and to optimise the use of the pages; in particular, these files allow to recognise the device of the Website user and display the page properly, adjusted to his/her individual needs;
  - b. create statistics that help us understand how the website users use the pages, which enables us to improve their structure and content;
  - c. maintain the website user's session (after logging in), thanks to which the User does not have to re-enter login and password on each subpage of the website;
  - d. provide users with advertising content more suited to their interests.
3. There are two main types of cookies used within the Website: "session cookies" and

“persistent cookies”. “Session” cookies are temporary files that are stored on the user’s terminal device until the user logs out, leaves the website or switches off the software (browser). “Permanent” cookies are stored in the user’s terminal device for the period specified in the parameters of cookies files or until they are deleted by the user.

4. The following types of cookies are used within the Website:
  - a. “necessary” cookies, enabling the use of services available within the Website, e.g. authentication of cookies used for services requiring authentication within the Website;
  - b. “security” cookies used to ensure security, e.g. used to detect fraud in authentication within the Website;
  - c. “performance” cookies enabling collection of information on how the Website’s sub-pages are used;
  - d. “functional” cookies which enable “remembering” the user’s settings and personalisation of the user interface, e.g. the selected language or region from which the user originates, font size, website appearance, etc.;
  - e. “advertising” cookies which enable us to provide users with advertising content that is more suited to their interests.
  
5. In many cases, the software used to browse websites (web browser) by default allows cookies to be stored in the user’s terminal device. Users of the Website may at any time change the settings concerning cookies. These settings may be changed, in particular, in such a way as to block the automatic handling of cookies in the settings of the Internet browser or to inform the user of any placement of cookies on his/her device. Detailed information on the possibilities and ways of handling cookies is available in the settings of the software (web browser).
  
6. The Controller informs that restrictions on the use of cookies may affect some of the functionalities available on the Website.
  
7. Cookies placed and used on the Website user’s terminal device may also be used by advertisers and partners cooperating with the Controller.