BIELENDA GROUP AMBASSADOR PROGRAM
TERMS AND CONDITIONS

§ 1. General Provisions

1. These Terms and Conditions set out the rules for participation in the Bielenda Group Ambassador Program, hereinafter referred to as the “Program”.
2. The organiser of the Program is Bielenda Group S.A., with its registered office in Kraków at ul. Fabryczna 20, 31-553 Kraków, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number 0000982226, NIP: 9442043784, share capital: PLN 1,600,465.00, BDO: 000025642, hereinafter referred to as the “Organiser”.
3. The Program aims to promote products and brands belonging to Bielenda Group through collaboration with content creators who maintain public social media profiles, in particular on Instagram and TikTok.
4. A person selected to participate in the Program is hereinafter referred to as an “Ambassador” or a “Creator”.
5. The Program involves product-based collaborations. The Organiser does not provide monetary remuneration for participation in the Program. The Creator receives cosmetic products and, in exchange, undertakes to prepare and publish content in accordance with these Terms and Conditions and the guidelines provided by the Organiser.
6. Participation in the Program is voluntary.

§ 2. Eligibility Requirements

1. An individual may apply to participate in the Program if they meet all of the following requirements:
   a) are at least 18 years old;
   b) have and maintain a public account on Instagram or TikTok;
   c) have at least 500 followers on at least one of the above-mentioned profiles;
   d) have published at least 10 pieces of content on their profile;
   e) have maintained their profile for at least three months;
   f) have published their most recent piece of content no more than 14 days before applying to the Program;
   g) have correctly completed the application form;
   h) have provided true and up-to-date information in the form.
2. Meeting the requirements specified in paragraph 1 does not result in automatic admission to the Program.
3. When selecting Creators, the Organiser may take into account, in particular, the quality and aesthetics of their published content, the activity of their profile, and the suitability of the profile and its audience for the nature of the brands and current promotional activities.
4. The Organiser has the right to select Creators from among individuals who meet the eligibility requirements for the Program.

5. The Creator will be informed of their admission to the Program electronically, at the address provided in the application form.
6. Submitting the application form expresses the intention to participate in the Program and acceptance of its rules; however, it does not constitute admission to the Program or guarantee receipt of products.
7. The personal data of individuals who have not been admitted to the Program are retained only for the period necessary to conduct and conclude the relevant selection process and to pursue other legally justified purposes of the Controller of which the individual has been informed.

§ 3. Program Rules

1. The Program covers collaborations concerning brands belonging to Bielenda Group.
2. The Organiser decides which brands and products are provided to individual Ambassadors, taking into account, in particular, the Creator's profile, the nature of the content they create, their audience and the brands' current promotional needs.
3. The Ambassador is not entitled to demand that a particular product or products of a specific brand be provided.
4. Admission to the Program:
    a) does not guarantee regular receipt of products,
    b) does not guarantee a specific number of collaborations,
    c) does not guarantee receipt of products at specified intervals.
5. The Organiser decides on each occasion which Ambassadors will be included in a given product-based collaboration.
7. If an Ambassador is selected for a specific collaboration, the Organiser will provide them electronically with information concerning, in particular:
    a) the products covered by the collaboration,
    b) guidelines for preparing the content (the "Brief"),
    c) required tags and disclosures,
    d) the publication deadline.
8. The Brief provides further details of the obligations arising from these Terms and Conditions. The Brief may not impose any obligation on the Ambassador that is inconsistent with these Terms and Conditions.

§ 4. Products and Nature of the Collaboration

1. As part of the Program, the Organiser may provide the Ambassador with cosmetic products free of charge.
2. The products are provided as part of a product-based collaboration connected with the Ambassador's performance of the promotional obligations specified in these Terms and Conditions and the Brief.
3. The Ambassador is not entitled to additional monetary remuneration for performing the obligations specified in these Terms and Conditions, unless the Organiser and the Ambassador separately agree otherwise in a particular case.

4. The Organiser independently determines the type and quantity of products provided.

5. An Ambassador selected for a collaboration requiring products to be shipped must provide correct and up-to-date information necessary to arrange delivery, in particular their full name and delivery address and, where required by the delivery method, a telephone number or email address. The Organiser collects data only to the extent necessary to arrange shipment and may disclose such data to entities handling the delivery.

§ 5. Ambassador's Obligations

1. Upon receiving products intended for use in a given collaboration, the Ambassador undertakes to prepare and publish content in accordance with these Terms and Conditions and the Brief received. The Organiser documents the agreed terms of each collaboration in a manner that makes it possible to demonstrate the scope of the parties' mutual obligations.

2. The content should, in particular:

   a) feature the products received from the Organiser;

   b) tag the brand profile indicated by the Organiser;

   c) include the hashtag #bielendacreators;

   d) include the required disclosure of the advertising nature of the collaboration;

   e) meet the other requirements set out in the Brief.

3. The Ambassador undertakes to prepare the content with due care, while maintaining their own communication style and the authentic nature of the publication. In the course of the collaboration, the Ambassador may not use accounts belonging to third parties.

4. The Ambassador is not required to express a falsely positive opinion about a product or attribute properties to a product that it does not possess.

5. The content must not:

   a) violate applicable laws;

   b) infringe copyrights, trademark rights, personal rights, rights to one's likeness or other third-party rights;

   c) contain false or potentially misleading information;

   d) attribute properties to cosmetic products where making such claims would be prohibited;

   e) contain unlawful, offensive, vulgar or discriminatory content;

   f) promote, within content prepared for the Organiser, products that directly compete with the products covered by the collaboration.

6. The Program does not impose a general prohibition on collaborating with other brands. The Ambassador may collaborate with competing entities, subject to paragraph 5(f) above. This is consistent with the assumptions communicated for the Program.

§ 6. Advertising Disclosures

1. The Ambassador must clearly and unambiguously inform their audience that the published content was created as part of a collaboration with the Organiser or the relevant brand.

2. The disclosure must be visible to the audience and must not be concealed in a way that makes the advertising nature of the publication difficult to recognise.

3. The Ambassador must use the disclosures required by applicable law and the guidelines of the competent authorities, as well as those specified by the Organiser in the Brief. The Organiser may verify that the content is correctly labelled and request that any incorrect disclosure be corrected. The Ambassador undertakes to comply promptly with the Organiser's lawful instructions.

4. The Ambassador may not present content created as part of a product-based collaboration in a manner suggesting that it is a wholly independent and spontaneous publication unrelated to the collaboration.

§ 7. Rights to the Content

1. The Ambassador declares that the content they prepare as part of the Program will be original and, to the extent that it constitutes copyright-protected works, that they will hold the rights necessary to dispose of it within the scope specified in these Terms and Conditions.

2. The Ambassador undertakes not to use works, music, photographs, graphics, recordings or other elements belonging to third parties in the content unless they have the right to use such elements also in connection with the commercial nature of the content.

3. Upon publication of content prepared as part of the Program, the Ambassador transfers the economic copyrights in that content to the Organiser, without territorial restrictions, on the terms set out below. The assumption that the rights will be transferred to Bielenda Group follows directly from the guidelines provided.

4. The transfer covers the following fields of exploitation:

   a) fixation and reproduction of the content by any technique, including digital techniques;

   b) storing the content in the memory of computers, servers and other devices;

   c) publishing and distributing the content on the Internet, in particular on the websites and social media profiles of the Organiser and the brands belonging to Bielenda Group;

   d) making the content available to the public in such a way that anyone may access it at a place and time of their choosing;

   e) using the content in informational, promotional and advertising activities of the Organiser and the Bielenda Group brands;

   f) reproducing and distributing the content in promotional and marketing materials.

5. The Organiser is entitled to modify and adapt the content, in particular by shortening or cropping it, adjusting its formats and dimensions, adding graphic elements or subtitles, and adapting it to the requirements of individual communication channels, while respecting the Ambassador's moral rights and personal rights. The possibility of editing and reusing the content follows from the adopted assumptions of the Program.

6. The Ambassador authorises the Organiser to exercise derivative rights in adaptations of the content and to dispose of such adaptations.

7. The Organiser may, at its discretion, republish, including reposting, selected content on its brands' channels.

8. The transfer of rights is covered by the consideration received by the Ambassador under the Program and does not give rise to any right to additional monetary remuneration.

§ 8. Likeness and Image Rights

1. If the content includes the Ambassador's likeness, the Ambassador authorises the Organiser to disseminate it to the extent necessary to use the content in accordance with § 7 of these Terms and Conditions.
2. The authorisation covers the use of the Ambassador's likeness captured in content prepared as part of the Program for promotional and informational activities concerning the Organiser and the Bielenda Group brands, in particular on online channels and social media.
3. The Organiser may not use the Ambassador's likeness in a manner that infringes their personal rights or portrays them in an offensive or degrading context.
4. If other persons appear in the content, the Ambassador is responsible for obtaining the necessary consents to use their likenesses to the extent that allows the Organiser to use the content in accordance with these Terms and Conditions. At the Organiser's request, the Ambassador must provide appropriate evidence that the required consents or authorisations have been obtained. The Organiser may refuse to accept or publish content where there are reasonable doubts about the lawfulness of using the likeness or other personal data of third parties, in particular minors.
5. The use of the Ambassador's likeness or the reuse of content for advertising or promotional purposes may take place only within the scope of the acquired copyrights, authorisations concerning the Ambassador's likeness, and the applicable legal bases for processing personal data.

§ 9. Failure to Perform a Collaboration and Breach of the Terms and Conditions

1. If the required content is not published in accordance with these Terms and Conditions or the Brief, the Organiser may request that the Ambassador prepare or correct the content within a specified period.
2. If the Ambassador fails to fulfil the obligations arising from an accepted collaboration despite having received the products and a prior request to perform those obligations, the Organiser may terminate the Ambassador's participation in the Program and refuse to enter into further collaborations. In making such a decision, the nature of the breach, the circumstances in which it occurred and the previous course of the collaboration will be taken into account.
3. The Organiser may also remove an Ambassador from the Program in the event of:
    a) providing false information in the application form;
    b) ceasing to meet the requirements for participation in the Program;
    c) a material or repeated breach of these Terms and Conditions or the Brief;
    d) a breach of the law in connection with the implementation of the Program;
    e) publishing content in connection with a collaboration that infringes third-party rights;
    f) failure to disclose appropriately the advertising nature of a publication;
    g) other reasons.
4. Removal from the Program does not affect the Organiser's rights to content lawfully acquired before the collaboration ended.

§ 10. Withdrawal from the Program

1. The Ambassador may withdraw from further participation in the Program at any time by notifying the Organiser electronically.
2. Withdrawal does not release the Ambassador from obligations relating to products received before the withdrawal was submitted, where the obligation to prepare the content arose earlier.
3. Withdrawal ends the Ambassador's participation in subsequent collaborations under the Program.

§ 11. Complaints

1. Complaints concerning the operation of the Program may be submitted electronically to the following email address: contact@bielendacreators.com.
2. A complaint should include information enabling the Ambassador to be identified, a description of the problem and the Ambassador's request.
3. The Organiser reviews the complaint and sends a response to the email address provided by the Ambassador.
4. Using the complaints procedure does not limit the Ambassador's rights under applicable law.

§ 12. Personal Data

1. The controller of personal data processed for the purposes of operating the Program, including receiving applications, selecting Ambassadors, carrying out collaborations and settling accounts in connection with them, is Bielenda Group S.A., with its registered office in Kraków. The processing of personal data by social media platform operators and other entities involved in implementing the Program is subject to separate assessment in accordance with the actual roles of those entities.
2. Detailed information concerning the processing and protection of personal data is made available to individuals applying to the Program before they submit the application form, in a manner that allows them to read it. This information includes, in particular, the purposes and legal bases of processing, the scope of data processed, recipients, retention periods, individuals' rights, and the contact details of the Controller and the Data Protection Officer.

§ 13. Amendments to the Terms and Conditions

1. The Organiser may amend these Terms and Conditions for important reasons, in particular in the event of:
    a) changes in laws affecting the Program;
    b) changes in the operation of social media platforms used in the Program;
    c) changes in the manner in which the Program is organised;
    d) the need to adapt the Program to new legal or technical requirements;
    e) the need to prevent abuse.
2. Amendments to these Terms and Conditions do not prejudice rights acquired by Ambassadors before the amendments take effect.

3. Information about amendments to these Terms and Conditions will be communicated to Program participants in a way that enables them to familiarise themselves with the changes.
4. An Ambassador who does not accept the amendments may withdraw from further participation in the Program.

§ 14. Final Provisions

1. These Terms and Conditions are made available to participants in a manner that enables them to store and reproduce them.
2. Matters not governed by these Terms and Conditions are subject to the relevant provisions of Polish law.
3. The provisions of these Terms and Conditions do not restrict participants' rights under mandatory provisions of law.
4. These Terms and Conditions enter into force on 18 November 2026.

Declarations in the Application Form

Mandatory:

☐ I declare that I am at least 18 years old and that the information I have provided in the form is true and up to date.

☐ I accept the Bielenda Group Ambassador Program Terms and Conditions and agree to participate in the Program under the rules set out therein.

☐ I understand that the Program involves product-based collaborations, does not provide monetary remuneration, and that receiving products under a specific collaboration entails an obligation to prepare and publish content in accordance with these Terms and Conditions and the guidelines provided.

☐ I confirm that, before submitting the form, I was provided with information about the processing of personal data in connection with the Bielenda Group Ambassador Program.

Optional:

☐ I consent to receiving commercial and marketing information from Bielenda Group S.A. at the email address I have provided concerning products, brands, promotions, campaigns and collaboration opportunities. I understand that giving consent is voluntary, is not a condition of participating in the Program, and may be withdrawn at any time.