

The Regulations of the action titled “Silhouette Improvement or Money Back”

Article 1 GENERAL TERMS AND CONDITIONS

1. These Regulations, hereinafter referred to as the Regulations, define the terms and conditions for participation in the "Silhouette Improvement or Money Back" action, hereinafter referred to as the Action).
2. The Organizer of the Action and the owner of "Afterworkout" website is SFD Spółka Akcyjna with its registered office in Opole, ul. Głogowska 41, 45-315 Opole, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, VIII Commercial Division of the National Court Register, under KRS No. 0000373427, with NIP (Tax Identification Number) 7543022222, with REGON No. (National Business Registry Number) 160360680, with an initial capital of PLN 4.549.091.00 paid in full, hereinafter referred to as the Organizer.
3. The Action will be carried out from 24.08.2017 to 31.08.2018.

Article 2 RULES FOR PARTICIPATION IN THE ACTION

1. The User may only be a natural person who:
 - a. has full legal capacity and who is at the legal age of majority on the date of commencement of the Action.
2. The Organizer shall make every effort to ensure that the services rendered to the User fulfill the designated purposes, including weight change and muscle building.
3. In the event that the User fails to meet the goals set in the assumptions of the purchased diet and training plan despite the precise execution of the purchased plan, the Organizer shall, at the request of the User, return the funds in accordance with Article 3, provided that the requirements specified in para. 4 are met.
4. These persons may participate in the Action:
 - a. persons who, from 24.08.2017 to 31.08.2018, have purchased or will purchase a subscription for a minimum period of 3 months, including a

diet and training plan on the "Afterworkout" website (hereinafter referred to as Plan);

- b. set and marked in the Plan assumptions the goals that are realistic to achieve and consistent with the correct BMI, to improve the silhouette (related to weight loss / muscle mass, etc.) and not endangering in any way life and health of the User;
- c. systematically and reliably completed both dietary and exercise logs after logging in to the User panel at Afterworkout. The notion of systematic day-to-day data replenishment or weekly data replenishment should be understood as meaningful; have performed all weekly weight measurements at the same time with the completion of photographic documentation and posted them in the user panel of Afterworkout. Photos should be made public. The silhouette images (front, side and back) should be taken in a light that allows for a correct and unambiguous assessment. The photo / phone / tablet / computer with the main website of Afterworkout should be seen on the photo to verify the date of each photo.
- d. Pictures should present the silhouette in full, i.e. from head to toe, and the user should be presented in a beach outfit or another outfit making possible easy assessment of the silhouette. Photos should be visible to the user. Users must put at least 36 photos (3 shots, side and back x 12 weeks) on their profiles at the site. The first photo must be taken on the day of the Plan start, so that the silhouette of the User is seen in front with the visible face. Participants should post at least 3 photos each week (front, side and back) on their websites. Last photos must show the silhouette of the User in front with a visible face after completing the Plan. The Organizer reserves the right to remove images that are posted on your Profile by anyone else than the pictured person, including modeling agencies and photo studios, or those that have been modified or improved (e.g. retouched), and will not be included in the Action, and the Users who sent such photos will be excluded from the Action. Your User Profile on the Website, including all content on it, including your training log and photos, is public and you are responsible for what your profile offers.
- e. informed their dieticians / trainers about any problems with the implementation of the plan. The contact is made by the internal communicator of Afterworkout, which is accessible for the Users who have subscribed to the service after logging in to their accounts;
- f. followed the diet and exercise principles and nutritional guidelines;
- g. have no health problems, especially hindering weight loss (e.g. hypothyroidism, Hashimoto's disease, hormonal problems, PCOS);
- h. do not follow any other diet and / or training plan purchased outside of Afterworkout;

- i. do not follow the elimination diet (exclusion of product groups from the diet) and vegan diet;
 - j. follow the Regulations of Afterworkout;
 - k. have an active account at Afterworkout, where they have purchased a subscription subject to this performance test.
5. health problems, medicines and hormones, including contraception, can affect the achieved results and make it difficult to both build muscle mass and reduce body fat.
 6. The User agrees to provide real data in the subscription form (i.e., height, weight, dimensions, circumferences).
 7. If you have any doubt about your physical / motor activity when completing your subscription form, please contact your dietician / trainer.
 8. The schedule planned by the system, necessary to achieve the planned effects after adhering to the Plan, is only a suggestion, since the achievement of them may depend on many factors beyond the control of the Organizer.

Article 3 MONEY RETURN

1. The money return referred to in Article 2 para. 3 shall be executed as a justified complaint of the User, provided that a properly completed return form (hereinafter referred to as the "Form") is sent, the form of which is set out in **Appendix 1** to these Regulations.
2. The form should be sent to the Organizer's Address:
 - a. By traditional mail to the address: SFD S.A., Ul. Głogowska 41, 45-315 Opole, Poland
Via email at: bok@potreningu.pl
 - b. Via the electronic contact form available in the login panel of the user on the Afterworkout website.
3. Complaints should be submitted within 14 (fourteen) days of the occurrence of the event justifying the complaint, i.e. completing the minimum 3 months of diet and training.

4. The complaint must contain the name of the complaining user and include a brief description of the event justifying the complaint along with its justification.
5. Within 21 (twenty one) days of receiving the correct complaint, it shall be considered and the notifying User will be informed about the position taken by the Organizer by email sent to the User's e-mail address used by the User for correspondence in relations to the services offered by Afterworkout.

Article 4

PERSONAL DATA PROTECTION

1. The Organizer informs that he is the administrator of the personal data of the Participants of the Action. The personal data of the Participants are processed for the correct course of the Action.
2. The Participant of the Action shall disclose his / her personal data voluntarily, however, the disclosure of information is necessary in order to participate in the Action.
3. The Participant of the Action agrees for processing of his/her personal data by SFD S. A. with registered office in Opole, ul. Głogowska 41, 45-315 Opole, Poland (KRS 0000373427, NIP 7543022222, REGON 160360680) for the purpose of carrying out the Action. Article 23 sec. 1 pt. 1 of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2016, item 922). Based on Article. 32 of the Personal Data Protection Act the Participant has the right to access the content of personal data and to correct them, the right to obtain information about the purpose, scope and manner of processing personal data, the right to provide a written reasoned request for discontinuing processing of personal data as well as the opposition to further processing of personal data to carry out the Action. Submission of an objection to the processing of personal data of the Participant is equivalent to the termination of participation in the Action by this Participant.
4. Based on art. 32 sec. 1 pt. 7 of the Act on the protection of personal data the Participant has the right to make a written reasoned request to cease the processing of his / her data on the basis of his / her situation and on the basis of Art. 23 sec. 1 pt. 8 of the Personal Data Protection Act. The Participant has the right to object to the processing of his / her data for marketing purposes or to transfer it to another administrator.
5. The Participant's personal data may also be used to send other information regarding the Organizer in accordance with the law. The personal data of the Participant will not be disclosed to any third parties.

Article 5
GENERAL PROVISIONS

1. Participants involved in the Action shall accept the rules set out in these Regulations, and agree to the processing of their personal data by the Organizer in accordance with the Regulations.
2. The Action referred to in these Rules is not a game of chance, lottery, mutual bet or promotional lottery, the outcome of which depends on the case within the meaning of Art. 2 of the Act of 19 November 2009 on gambling (Journal of Laws of 2016, item 471).
3. In matters not covered by these Regulations, the relevant provisions of the Civil Code shall apply.
4. Disputes that may arise in relation to the conduct of the Action shall be resolved by the court competent for the seat of the Organizer.
5. These Regulations apply from the date of commencement of the Action, i.e. from 24.08.2017.

Appendix 1 to the Regulations of the "Silhouette Improvement or Money Back" action.

Terms and conditions of the money return are detailed in the "Silhouette or Money Back" Regulations.

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(Place and date)

**SFD Spółka
Akcyjna**
Ul. Głogowska 41
45-315 Opole
Poland
NIP: 754-302-22-22

**Money return form within
"Silhouette Improvement or Money Back" action**

1. Name and surname

2. Address

3. Telephone no......

4. E-mail address.....

5. Nick at Afterworkout

6. Data for money return (if it is different from the one above):

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7. Bank name and the bank account number for the money return:

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8. Plan purchase date

9. Plan price in EUR.....

10. Have you met the conditions for refund applying in accordance with the "Silhouette or Money Back" Regulations? * Yes/ No

11. Description of the event justifying the complaint:

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Declarations of the Participant making the complaint:

- a. I agree to contact me in one of the ways indicated in pt. 3 and 4 of the complaint protocol, according to the Seller's choice.
- b. I undertake to notify the Seller in writing of any changes in contact details.
- c. I agree for processing my personal data by SFD S. A. with registered office in Opole, ul. Głogowska 41, 45-315 Opole, Poland (KRS 0000373427, NIP 7543022222, REGON 160360680) for the purpose of carrying out a complaint procedure within the framework of the Action: "Silhouette Improvement or Money Back", in accordance with Art. 23 sec. 1 pt. 1 of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922),
- d. **Seller's declaration on how to settle a complaint:** please send by mail/e-mail*.

The form should be sent to the Organizer's address:

- a. *By traditional mail to the address: SFD S.A., Ul. Głogowska 41, 45-315 Opole, Poland*
- b. *Via email at: bok@potreningu.pl*

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(Date and legible signature of the person making the complaint)

*Delete as appropriate