

## **GENERAL TERMS AND CONDITIONS OF THE IQOS CLUB PROGRAM**

The operator of the IQOS CLUB loyalty program is the company Philip Morris Slovakia, s.r.o, ID: 31 344259, with its registered office at Galvaniho 15/A, 821 04 Bratislava, registered in the Commercial Register of the District Court Bratislava I, section: S.r.o., insert no: 4512 / B (hereinafter to be referred to as the **“Operator”**). IQOS Customer line: 0800 400 600.

The IQOS Club is a program designed for customers who are over 18 years of age and use the IQOS. Its goal is to reward their active involvement in a smoke-free world by providing additional discounts, special offers, gifts, experiences and other benefits. These General Terms and Conditions of the IQOS CLUB program (hereinafter to be referred to as the **“General Terms and Conditions”**) are the basis of its activities and determine the rights and obligations of a member of this program (hereinafter to be referred to as the **“Club Member”**). These General Terms and Conditions are binding to the Operator from the date of their publication on the website [www.IQOS.com](http://www.IQOS.com), and binding to the Club Member from the moment of giving his/her consent to the wording of these Terms and Conditions (ticking the box “I want to become a member of the IQOS CLUB” shall be considered a consent) .

### **1. General provisions**

**1.1** – The IQOS CLUB is a program in which a Club Member can collect points earned for club membership and activities related to the IQOS and then use them to obtain discounts, products and other benefits. In addition, it can gain other benefits that membership in the IQOS CLUB brings.

**1.2** – The Club Member shall participate in the program in person and his/her membership is not transferable to another person.

**1.3** – The Club Member shall be entitled to only one membership.

**1.4** - The Club member may own only one membership account within the IQOS CLUB.

**1.5** - Points and rights arising from the participation in the IQOS CLUB program may not be sold or otherwise transferred to a third party, especially points and benefits may not be transferred between the accounts of various Club Members and may not be subject to other ways of dealing with them than those which are set out in these General Terms and Conditions.

**1.6** - Points cannot be exchanged for cash.

**1.7** - Only a Club Member has the right to use the Club Member's account, and especially the right to exchange points for benefits.

**1.8** - All benefits provided within the IQOS CLUB, regulated by these General Terms and Conditions, can be used only in the territory of the Slovak Republic, or at [www.IQOS.com](http://www.IQOS.com) with Slovak location.

## **2. Membership in the IQOS CLUB program**

**2.1** - Only a natural person older than 18 years who is a user of IQOS (customer or Club Member) can become a member of the IQOS CLUB program.

**2.2** - The condition for the establishment of membership in the IQOS CLUB program is the registration of the customer, the registration of the IQOS device in the customer's profile and the granting of consent to the membership in the IQOS CLUB program.

**2.3** - An integral part of the membership is the customer's consent to the telephone contact by the Operator and to the sending of notifications via e-mail, SMS or by mail to the provided postal address. In the event that the Club Member does not provide the Operator with his/her postal address, he/she will not be able to receive packages associated with the membership in the IQOS CLUB program.

**2.4** - The Club Member shall be obliged to immediately inform the Operator of any change in his/her personal data listed in the profile at [www.IQOS.com](http://www.IQOS.com). In the event that the Club Member fails to meet this obligation, the Operator shall not be liable for any shortcomings caused by failure to carry out a timely update of the Club Member's personal data.

**2.5** – The membership in the IQOS CLUB program will become active within 24 hours after fulfilling the conditions stated in the section 2.2.

**2.6** – The Membership in the IQOS CLUB program shall not be created if a specified e-mail and/ or telephone number already appears in another IQOS CLUB customer account.

**2.7** - The possibility to shop and claim vouchers on [www.IQOS.com](http://www.IQOS.com) as well as any benefits resulting from the membership when purchasing on IQOS.com is reserved only for fully registered IQOS users with a signed Framework Agreement on future supplies of HEETS tobacco sticks from the IQOS.com.

**2.8** - The telephone number of a member of the IQOS CLUB program in the Slovak Republic must be in a format corresponding to the Slovak localization - that is, it must be a telephone number assigned by one of the telecommunications providers operating in the Slovak Republic.

## **3. Status points and membership statuses**

**3.1** - Each Club Member earns points (hereinafter to be referred to as the “**Status Points**”) which determine the level of membership (hereinafter to be referred to as the “**Status**”) within the IQOS CLUB program. The IQOS CLUB includes three Statuses - Silver, Gold and Platinum (Platinum is the highest level) and each of them brings its members certain benefits according to the principle - the higher the Status, the greater the benefits earned by a Club Member with a given Status.

**3.2** - The validity of Status Points is one calendar year, i.e. from 1 January to 31 December. At the end of each calendar year, the Status Points shall be cleared, except for the year during which the IQOS CLUB membership has been established. If the membership in IQOS CLUB has been established

in a given calendar year, the points shall not be cleared at the end of this year, but at the end of the following calendar year.

**3.3** - Each Club Member starts his/her membership with the Silver Status. In order to obtain a higher Status, he/she must obtain a corresponding number of valid Status Points. The numbers of Status Points required to progress to a higher Status are as follows:

Status in IQOS CLUB	Required number of Status points
PLATINUM	4,600
GOLD	2,400

**3.4** - Once a Club Member obtains the number of valid Status Points required to advance to a higher Status, he/she advances to a higher Status immediately. This higher Status shall be maintained until the end of the calendar year in which the promotion to the higher Status took place and for the entire following calendar year. During this period, the Status can change only when the number of points needed to advance to a higher Status is reached. At the end of the calendar year (December 31) following the year in which the promotion to a higher Status took place, according to the current number of valid Status Points, the Club Member is either left in the current Status (if he/she has met the number of Status Points required for the given Status), or moved to a lower Status corresponding to the number of Status Points earned.

**3.5** - Status points shall determine only the Status of the given Club Member in the IQOS CLUB program and entitle him/her to the benefits, automatically assigned to the given Status. Status points cannot be exchanged for any other benefits.

#### **4. Points in Wallet**

**4.1** - Each Club Member may earn points exchangeable for discount vouchers, products or other benefits (hereinafter to be referred to as the **“Points in Wallet”**) provided under the IQOS CLUB program.

**4.2** - Points in Wallet are assigned as a reward for participation in activities within the IQOS CLUB program and may also be awarded by the Operator as an additional reward or gift.

**4.3** - The validity of Points in Wallet depends on the period in which they were obtained. Points earned in the first half of the calendar year (January 1 - June 30) are valid until the end of the calendar year (i.e. until December 31). Points earned in the second half of a given calendar year (i.e. from 1 July to 31 December) are valid until the end of the first half of the following calendar year (i.e. until 30 June). Each point is valid for at least 6 months.

**4.4** - Only valid Points in Wallet can be used to obtain any of the possible benefits.

**4.5** - Unused Points in Wallet shall be deleted from the member account without compensation after the expiration.

**5. Gaining points in IQOS CLUB**

**5.1** - Status Points and Points in Wallet shall be awarded to the Club Members as a reward for participating in one of the activities within the IQOS CLUB program or may be awarded as a gift, special reward or surprise.

**5.2** - Overview of examples of activities that lead to obtaining points in the IQOS CLUB program:

<b>ACTIVITY</b>	<b>STATUS POINTS</b>	<b>POINTS IN WALLET</b>
REWARD FOR RECOMMENDING IQOS TO ADULT SMOKERS	1 000	1 000 / 0
REWARD FOR PURCHASE	3% from the purchase value	3% from the purchase value
REWARD FOR ACHIEVING A HIGHER STATUS	150	150
REWARD FOR PARTICIPATING IN CMPETITIONS, QUIZS ETC.	100	100
GIFTS, SURPRISES, SPECIAL CAMPAIGNS	According to the sale campaign	According to the sale campaign

**5.2.1** - REWARD FOR RECOMMENDING IQOS to an adult smoker - A Club Member who recommends IQOS to an adult smoker who uses his/her IQOS CLUB code when acquiring his/her first IQOS device will receive 1,000 Status Points to his/her IQOS CLUB member account. Moreover, unless the Club Member changes the default setting, he/she will additionally earn 1,000 Points in Wallet to his/her IQOS CLUB member account. A recommending Club Member may dedicate his/her 1,000 Points in his/her wallet to a new, recommended customer, who used his/her Club Member’s code when purchasing the first IQOS device. In this case, he/she does not get Points in Wallet, but he/she always obtains Status Points. Points shall be assigned for a maximum of 15 successful referrals per calendar month. Referral points shall be assigned to the account of the Club Member who has a verified telephone number. The telephone number can be verified on the basis of an SMS sent by the Operator or on the toll-free line 0800 400 600. If a successful recommendation was made within 6 months before verifying the telephone number, points will be assigned to the Club Member's account additionally after verifying the telephone number.

Along with the points assigned for obtaining a new IQOS user, the first name together with the first letter of the surname of this new user will be listed in the Club Member profile who recommended a new user.

**5.2.2 - REWARD FOR PURCHASE** - the Club Member shall receive Status Points and Points in Wallet for each purchase made on [www.IQOS.com](http://www.IQOS.com) or in a branded IQOS store. The condition for the possibility of making a purchase on [www.IQOS.com](http://www.IQOS.com) is a full customer registration with a signed Framework Agreement on future deliveries of HEETS tobacco sticks from the IQOS.com, which must be signed in person at one of the Operator's points of sale or in the manner agreed on the customer line 0800 400 600. The number of assigned points correspond to 3% of the value of the purchase, including VAT after the deduction of discounts and the value of applied discount vouchers. The value of the purchase is calculated for these purposes as 1 paid € = 100 Status Points + 100 Points in Wallet. The total number of Status Points and Points in Wallet assigned on a purchase basis is then calculated as the amount **paid in € x 100 x 3%**, whereas the resulting number of points awarded shall be rounded to the nearest whole number. The maximum monthly value of the purchase for which points can be assigned is 400 €, whereas the points are being assigned for a maximum of 3 cartons (i.e. 30 separate boxes) of HEETS tobacco sticks per month. If the value of the purchase or the number of purchased HEETS tobacco sticks exceeds the set limits, points will not be assigned for this additional amount. A list of points of sale where points for purchases can be obtained can be found [here](#). If the purchase is made through [www.IQOS.com](http://www.IQOS.com), the points shall be assigned to the Club Member's account after taking over the ordered goods. In the case of returning the goods purchased on IQOS.com within the statutory period of 14 days from the delivery of the order, points in an adequate value shall be deducted from the account of the given Club Member.

**5.2.3 - REWARD FOR ACHIEVING A HIGHER STATUS** - if a Club Member reaches the number of valid Status Points required to progress to a higher Status within the IQOS CLUB program, he/she earns 150 Status Points and 150 Points in Wallet to his/her IQOS CLUB member account.

**5.2.4 - REWARD FOR PARTICIPATION IN COMPETITIONS, QUIZZES, ETC.** - The operator of the IQOS CLUB program can organize competitions, quizzes, publish sections, videos and other activities within this program, the successful completion or viewing of which shall be rewarded with 100 Status Points and 100 Points in Wallet.

**5.2.5 - GIFTS, SURPRISES, SPECIAL CAMPAIGNS** - Within the IQOS CLUB, the Operator may organize campaigns leading to obtaining Status Points and Points in Wallet, targeted at Club Members or their defined groups. The Operator may also award Status Points and Points in Wallet as a gift or surprise to the Club Members. The criteria for these activities are always transparent and non-discriminatory.

**5.3** - The Operator reserves the right to change the number of Status Points and Points in Wallet assigned for the individual activities listed in the Section 5. The Operator also has the right to change the activities leading to the acquisition of Status Points and Points in Wallet.

## **6. Benefits within the IQOS CLUB program**

**6.1** - The right to use the benefits related to the Status within the IQOS CLUB program is automatically acquired by the Club Member upon reaching the given Status (Silver, Gold, Platinum) within the program. These benefits can be used by a Club Member without deducting Status Points or Points in Wallet from his/her member account in the IQOS CLUB.

<u>Benefits based on status</u>	SK		
	SILVER	GOLD	PLATINUM
DISCOUNT ON ACCESSORIES	-	8 €	20 €
DISCOUNT ON CARTON HEETS tobacco sticks	-	50%	2x50 %
FREE LATEST IQOS	-	-	YES
FREE TRANSPORT	-	6 x	12 x
PRIORITY ACCESS	You will be the first to be informed about news in the world of IQOS		

ACCESSORIES DISCOUNT - A Club Member shall receive a discount on accessories in the amount corresponding to the achieved Status according to the table in section 6.1 in the form of a voucher at the moment of reaching this Status. The voucher will be activated for the Club Member in the IQOS CLUB membership account. The voucher can be redeemed at [www.IQOS.com](http://www.IQOS.com) or at one of the selected IQOS points of sale, the list of which can be found [here](#). The voucher can be used only by the Club Member on whose member account the voucher was activated before its expiration.

HEETS tobacco sticks CARTON DISCOUNT - The Club Member shall receive a discount on the HEETS tobacco sticks carton in the value corresponding to the achieved Status according to the table in section 6.1 in the form of a voucher at the moment of reaching this Status. The voucher will be activated for the Club Member in the IQOS CLUB member account. The voucher can be redeemed at [www.IQOS.com](http://www.IQOS.com) or at one of the selected IQOS points of sale, the list of which can be found [here](#). The voucher can be used only by the Club Member on whose member account the voucher was activated before its expiration.

THE LATEST IQOS FOR FREE - an advantage belonging only to Club Members with Platinum Status. At the end of the calendar year (November/December), the Club Member with Platinum Status will receive the latest model of the IQOS device available on the market at that time free of charge. The benefit will be provided to the Club Members in the form of a voucher, which will be activated on

the member account in the “My benefits” section. The voucher can be redeemed at [www.IQOS.com](http://www.IQOS.com) or at one of the selected IQOS points of sale, the list of which can be found [here](#). The voucher can be used only by the Club Member on whose member account the voucher was activated before its expiration.

**FREE SHIPPING** - A Club member shall receive a voucher for free shipping for the number of purchases corresponding to the achieved Status according to the table in section 6.1. The voucher will be activated for the Club Member in the IQOS CLUB membership account. The voucher can be redeemed at [www.IQOS.com](http://www.IQOS.com). The voucher can be used only by the Club Member on whose member account the voucher was activated before its expiration.

**PRIORITY ACCESS** - an advantage provided exclusively to Club Members with Gold and Platinum Status. Thanks to this advantage, these Club Members gain priority information about novelties in the world of IQOS and the possible right to preferential purchase of novelties. The rules for the use of each such sale campaign shall be defined separately.

**6.2** - Valid Points in Wallet, obtained within the IQOS CLUB program, can be exchanged by the Club Member for a discount voucher in the amount of 5 €, 10 € and 25 € in the ratio 1 € = 100 Points in Wallet. The relevant number of Points in Wallet will then be deducted from the member account of the IQOS CLUB Member.

**6.2.1** - The validity of the discount voucher (hereinafter to be referred to as the “**Voucher**”) is 30 calendar days from its delivery, and after the expiry of this period it is no longer possible to use the Voucher. Vouchers can be used to purchase the goods on [www.IQOS.com](http://www.IQOS.com) or at one of the selected IQOS points of sale, the list of which can be found [here](#). The voucher can be used only by the Club Member from whose account the Points in Wallet were drawn to create it. The Operator reserves the right to verify the identity of the Club Member at the point of sale when applying the discount, by checking the identity of the Club Member by the relevant employee of the Operator. If the identity of the Club Member is not credibly verified, the Operator's employee may refuse to provide a discount.

**6.2.2** - It is possible to generate any number of Vouchers in various face values on the basis of the valid Points in Wallet. At [www.IQOS.com](http://www.IQOS.com), one Voucher can only be used for one item in the cart. It cannot be combined with any other discount, except for the postage discount. It is possible to use one Voucher for only one purchase in the Operator's stores, the list of which can be found [here](#). The voucher can only be used for non-discounted goods. The total value of the Vouchers used should not exceed the price of the purchased item or the entire purchase. If this happens, the difference between the value of the Vouchers claimed and the price of the purchased goods shall be forfeited and will not be paid in cash or otherwise compensated.

**6.3** - The Operator may assign other additional benefits to Club Members as a surprise, reward or on the basis of occasional campaigns organized within the IQOS CLUB program.

**6.4** - The Operator reserves the right to change the list of benefits provided on the basis of the Status achieved within the IQOS CLUB program at any time. The Operator also reserves the right to change the face value of the Vouchers, which can be exchanged for Points in Wallet earned in the IQOS CLUB.

## **7. Termination of membership in the IQOS CLUB program**

**7.1** - The Operator is entitled to exclude a Club Member from the IQOS CLUB program with immediate effect if:

- A member of the Club does not observe the valid General Terms and Conditions or acts contrary to good morals, or
- A member of the Club provided false information during the registration in the IQOS CLUB program or filled in this information for another person, or
- A Club member has revoked his/her consent to the membership in the IQOS CLUB program, or objects processing of his/her personal data, which he/she provided when granting consent to his/her membership and whose provision is necessary for membership in the club, and refuses contacting by the Operator, which is integral part of the club and is necessary for the maintenance of the account of the Club Member.

**7.2** - The Operator is also entitled to close a member account in the IQOS CLUB program if no points have been added to the Club Member's account for 12 months as a reward for the activity, and at the same time this Club Member did not visit his IQOS CLUB profile during this period. By logging in to IQOS CLUB again, the account will be automatically renewed, but without the points earned and with Silver status.

**7.3** - With the death of a Club Member, his/her membership in the club expires.

**7.4** - In the cases specified in sections 7.1, 7.2 and 7.3, the Operator shall be entitled to deduct all points registered on the account of the Club Member and to close the account.

**7.5** - A Club Member shall be entitled to cancel his/her club membership at any time by revoking his/her consent to membership in the IQOS CLUB program, as well as to contacting by the Operator, which is an integral part of it and is necessary for maintaining the Club Member's account. The request to delete the first name and the first letter of the surname from the profile of the Club Member who recommended him/her shall also be considered a revocation of consent to the conditions of the IQOS CLUB program. In this case, all points and Vouchers registered on the Club Member's account shall be deleted and the account will be closed after the expiry of the 14-day period from the withdrawal of consent. By re-granting the consent to membership during the mentioned 14-day period, it is possible to renew the membership in full.

## **8. Termination of the IQOS CLUB program**

**8.1** - The Operator reserves the right to suspend or terminate the IQOS CLUB program at any time.



**8.2** - In case of suspension or termination of the IQOS CLUB program, the Operator shall be obliged to inform the Club Members about the suspension or termination of the activity via e-mail or SMS, as well as on the website [www.IQOS.com](http://www.IQOS.com).

**8.3** - If the IQOS CLUB program is terminated, the Club Member shall be entitled to exchange the points thus collected for the relevant Vouchers and claim the benefits if he/she has collected the appropriate number of points and other benefits according to these General Terms and Conditions. In other cases, all points, vouchers and benefits in member accounts will be deleted.

**8.4** - Entitlement to Vouchers and benefits shall not be legally enforceable by a Club Member.

## **9. Changes to the General Terms and Conditions**

9.1 - The Operator reserves the right to change these General Terms and Conditions at any time. The change of the General Terms and Conditions shall be valid from the date of their publication on the website [www.IQOS.com](http://www.IQOS.com). The active gaining of points and applying of the benefits resulting from the membership in IQOS CLUB after the publication of a change in the General Terms and Conditions shall be deemed to constitute acceptance of such change.

## **10. Information on the processing of personal data of Club Members**

10.1 - The Operator, as the controller of personal data, processes the personal data of the Club Members in the scope of name, surname, address, e-mail address, telephone number, date of birth in accordance with the Regulation of the European Parliament and 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 the Directive 95/46/EC (General Data Protection Regulation) (hereinafter to be referred to as the “**Regulation**”) and administration of the member account in the IQOS CLUB program and for the purposes with which the Club Member has given consent in accordance with these General Terms and Conditions. The club member shall be responsible for the completeness, truthfulness and accuracy of the personal data provided.

**10.2** - Personal data of a Club Member are processed during the granted consent to membership and the following 3 months after the termination of membership. Personal data may be subject to processing even after this date, but only to the extent and for the period required by the accounting and tax legislation of the Slovak Republic.

**10.3** - Membership in the club and the related provision of personal data is voluntary. The processing of personal data is necessary for participation in the club and without their provision it is not possible to participate in the club. The lawfulness of the processing of personal data of contestants is given according to the Art. 6 par. 1 letter b) of the General Regulation on Personal Data Protection.

**10.4** - Club members have the following rights related to the processing of their personal data: the right to request from the organizer access to their personal data, request their transfer to another administrator, request their correction and/or deletion, or a restriction on their processing. More

information about consumers' rights with respect to their personal information can be found in the PMI Consumer Privacy Policy, which is available at [www.IQOS.com](http://www.IQOS.com).

**10.5** - Personal data the Operator is entitled to process may be used for an automated processing, however, without legal effects for the consumer and for profiling, to the extent described in these General Terms and Conditions.

**10.6** - Processing of personal data is performed by the Operator, however, personal data may also be processed for the sake of the Operator by the following selected processors/intermediaries:

Adbros s.r.o.

Srbská 2741/53

Brno-Královo Pole

612 00

ID: 27677338

MONOLITH ADVANCED INTERNET SOLUTIONS LTD

Number: 514532837

Meffi st. 5

Poleg, Netanya

Israel

**10.7** - Personal data are processed directly by the organizer or another processor mentioned above, who also provides sufficient and credible guarantees on the technical and organizational security of the protection of the above personal data. The processing of the above personal data takes place in technically and physically secured electronic information systems.

**10.8** - Personal data may be made available to authorized persons under certain statutory conditions or provided to other entities to the extent provided by a special law.

**10.9** - Personal data may be transferred for processing within the European Union, or within the European Economic Area (e.g. by the processor). In accordance with legal regulations, personal data may be transferred to countries outside the European Union, or the European Economic Area.

**10.10** - In case of doubts about compliance with obligations related to the processing of personal data, the Club Member may contact the Operator's contact person at [pmsk.gdpr@pmi.com](mailto:pmsk.gdpr@pmi.com) or file a complaint to the Office for Personal Data Protection with its registered office at Hraničná 12, 820 07 Bratislava, [www.dataprotection.gov.sk](http://www.dataprotection.gov.sk).

**10.11** - More information on the processing of personal data can be found in the PMI Consumer Privacy Policy, which is available at [www.IQOS.com](http://www.IQOS.com).

## **11. Consent to the General Terms and Conditions**

11.1 - The Club Member expresses his/her consent with these General Terms and Conditions by ticking the box "I want to become a member of the IQOS CLUB".

Operator: Philip Morris Slovakia, s.r.o., Galvaniho 15 / A, 821 04 Bratislava ID: 31 344259, registered in the Commercial Register of the District Court Bratislava I, section: Sro, insert: 4512 / B. Customer toll-free line: 0800 400 600

In Bratislava on September 1, 2020.