



PROMOTION TERMS AND CONDITIONS

“Discount for Subscribing to the Newsletter”

1. GENERAL PROVISIONS

- 1.1. The organiser of the Promotion is BETHINK Sp. z o.o., with its registered office in Poznań (registered office and address for service: ul. Ułańska 3, 60-748 Poznań), entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000668811, whose registration files are maintained by the District Court for Poznań–Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, having a share capital of PLN 41,950.00, Tax Identification Number (NIP): 7811943756, REGON: 366802351, and e-mail address: info@medcourses.com (hereinafter referred to as the “Organiser”).
- 1.2. This Promotion is addressed both to consumers and to other entities using the Online Portal.
- 1.3. The Promotion is organised on the Organiser’s online portal, medcourses.com, available at <http://medcourses.com>.

2. DEFINITIONS

The terms used in these Promotion Terms and Conditions shall have the following meanings:

- 2.1. **PRICE LISTS** – the price lists for the variants of the Online Courses available on the Organiser’s Online Portals.
- 2.2. **CIVIL CODE** – the Polish Civil Code Act of 23 April 1964.
- 2.3. **ORGANISER** – BETHINK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Poznań (registered office and address for service: ul. Ułańska 3, 60-748 Poznań), entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000668811, whose registration files are maintained by the District Court for Poznań–Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, Tax Identification Number (NIP): 7811943756, REGON: 366802351, e-mail address: info@medcourses.com, contact telephone number: +48 722 100 867 (standard call charges apply, as per the relevant operator’s tariff), and chat available on the Portal pages.
- 2.4. **PRODUCT** – any e-learning course or bundle of such courses that will be available on the medcourses.com portal after global launch date.
- 2.5. **NEWSLETTER SERVICE** – an Electronic Service available on the Portal, being an electronic distribution service provided by the Service Provider by means of electronic mail (e-mail), which enables all Service Recipients using such service to automatically receive from the Organiser periodic content forming subsequent editions of the newsletter, including information on new Blog posts, Products, as well as news and updates concerning the Service Provider, its partners, the Online Portal, and topics related thereto.
- 2.6. **PROMOTION** – the promotion organised by the Organiser for Service Recipients in accordance with these Promotion Terms and Conditions.
- 2.7. **PROMOTION TERMS AND CONDITIONS** – these Promotion Terms and Conditions.



- 2.8. **PORTAL TERMS AND CONDITIONS** – the terms and conditions governing the use of a given Online Portal.
- 2.9. **PORTAL / ONLINE PORTAL** – the Organiser’s online educational portal, available at <http://medcourses.com>.
- 2.10. **SERVICE RECIPIENT** – (1) a natural person having full legal capacity, and in cases provided for by generally applicable laws, also a natural person having limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality to which the law grants legal capacity, using or intending to use the Electronic Services available on the Website and intending to participate or participating in the Promotion.
- 2.11. **SUBSCRIPTION** – a model for using the Organiser’s services under which the User enters into an agreement with the Service Provider for access to a selected Product for an indefinite period. Under the Subscription, the User obtains the right to access the Product for the duration thereof in exchange for recurring, renewable payments automatically charged to the User’s credit card, in accordance with the terms set out in the Portal Terms and Conditions. Purchase of a Product under a Subscription shall be possible where expressly provided for in the Product description on the Portal website.

3. PARTICIPATION IN THE PROMOTION

- 3.1. Any Service Recipient interested in purchasing the Products may participate in the Promotion.
- 3.2. Participation in the Promotion is voluntary.
- 3.3. A Service Recipient participating in the Promotion shall be obliged to provide data that is true, accurate and consistent with the actual state of affairs.

4. PROMOTION TERMS

- 4.1. The Promotion shall consist of the following:
 - 4.1.1. (1) a Service Recipient interested in participating in this Promotion subscribing to the Newsletter Service on the Online Portal at <https://medcourses.com/newsletter/> and selecting, in the subscription form, the checkbox marked: "I'd like to receive a 10% discount for Medcourses global launch (the discount applies to all our courses and is valid until December 31, 2026)";
 - 4.1.2. (2) the Organiser generating one-time, unique discount codes entitling the holder to purchase first-time access to, or extend access to, one selected Product with a 10% discount applied to the standard price indicated in the price list;
 - 4.1.3. (3) the Organiser sending the discount codes individually, by e-mail, to each Service Recipient who satisfies the conditions set out in item (1) above, to the e-mail address provided during registration for the Newsletter Service, without undue delay after completion of the actions described above;
 - 4.1.4. (4) each Service Recipient participating in the Promotion may subsequently redeem the received discount code when purchasing one selected Product on the Online Portal, provided, however, that the code may not be redeemed before the date of the global launch and may be redeemed no later than 31 December 2026.
- 4.2. The global launch is currently planned for October 2026. The Organiser shall not be liable for any change or postponement of that date.
- 4.3. A Discount Code may be redeemed only in relation to agreements granting access to a Product for a fixed term, against a one-time upfront payment for access to that Product. A Discount Code may not be redeemed in relation to Products purchased under the



Subscription model (under agreements concluded for an indefinite period) and may not be used to reduce any fees payable for the use of a Subscription.

- 4.4. The rules for redemption and the remaining terms and conditions governing the use of discount codes are set out in detail in the Portal Terms and Conditions.
- 4.5. The Promotion may not be combined with any other promotions offered on the Portal.

5. PERSONAL DATA

- 5.1. **Pursuant to Article 13(1) and (2) of 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, p. 1) (the “GDPR” or the “GDPR Regulation”), the Organiser hereby includes in this section of the Promotion Terms and Conditions information regarding the processing of personal data in connection with the implementation of these Promotion Terms and Conditions.**
- 5.2. The controller of the personal data processed in connection with the implementation of these Promotion Terms and Conditions is the Organiser.
- 5.3. The Organiser’s details (as the controller of data submitted to the following e-mail address: info@medcourses.com) are as follows: **BETHINK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Ułańska 3, 60-748 Poznań, Poland.**
- 5.4. Personal data is processed for the purposes, to the extent, and on the basis set out in this section of the Terms and Conditions. Provision of personal data is voluntary; however, failure to provide the personal data necessary to participate in the Promotion shall result in refusal of participation therein.
- 5.5. The purpose of the processing of the Service Recipient’s personal data by the Organiser is the implementation of the Promotion (Article 6(1)(b) of the GDPR). The data shall be retained for the period necessary to carry out the Promotion and to defend against any potential claims.
- 5.6. The legal basis for the processing of the Service Recipient’s personal data is the necessity to implement the Promotion or to take steps at the Service Recipient’s request prior to implementation of the Promotion. The retention period for the data of Service Recipients participating in the Promotion shall last for the period necessary for the performance, termination, or other expiry of the agreement concluded for the provision of the **Product**. In addition, the data shall be retained for the period required by laws obliging the Controller to retain tax records (until the expiry of the limitation period for tax liabilities, unless tax laws provide otherwise), as well as for the period necessary to protect the Organiser against any potential claims.
- 5.7. **The data subject shall have the following rights:**
 - 5.7.1. **Right of access, rectification, restriction, erasure or data portability** – the data subject shall have the right to request from the controller access to their personal data, rectification thereof, erasure thereof (“right to be forgotten”), or restriction of processing, and shall also have the right to object to processing, as well as the right to data portability. Detailed conditions for the exercise of the above rights are set out in Articles 15–21 of the GDPR.
 - 5.7.2. **Right to withdraw consent at any time** – where personal data is processed by the controller on the basis of consent (pursuant to Article 6(1)(a) or Article 9(2)(a) of the GDPR), the data subject shall have the right to withdraw such consent at

any time, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.

5.7.3. **Right to lodge a complaint with a supervisory authority** – the data subject whose data is processed by the controller shall have the right to lodge a complaint with a supervisory authority in the manner and according to the procedure specified in the GDPR and Polish law, in particular the Personal Data Protection Act. The supervisory authority in Poland is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych), address: ul. Stawki 2, 00-193 Warsaw.

5.7.4. **Right to object** – the data subject shall have the right, at any time, on grounds relating to their particular situation, to object to the processing of personal data concerning them where such processing is based on Article 6(1)(e) (public interest or official authority) or (f) (the controller's legitimate interests) of the GDPR, including profiling based on those provisions. In such a case, the controller shall no longer be entitled to process such personal data unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of legal claims.

5.7.5. **Right to object to direct marketing** – where personal data is processed for direct marketing purposes, the data subject shall have the right to object at any time to the processing of personal data concerning them for such marketing, including profiling, to the extent that such processing is related to such direct marketing.

5.8. In order to exercise the rights referred to above, an appropriate notice may be sent in writing to: **ul. Ułańska 3, 60-748 Poznań**, indicating the Organiser, or by e-mail to: dpo@bethink.pl.

6. WITHDRAWAL FROM AND TERMINATION OF PARTICIPATION IN THE PROMOTION

6.1. A Service Recipient may, at any time and without stating any reason, withdraw from participation in the Promotion by submitting an appropriate notice to the Organiser, for example to the following address: **ul. Ułańska 3, 60-748 Poznań**, or by e-mail to: info@medcourses.com. Such withdrawal shall take effect immediately.

7. COMPLAINTS PROCEDURE

7.1. Complaints relating to the Promotion shall be handled by the Organiser. A Service Recipient may submit a complaint via the Organiser's communication channels, for example by post to: **ul. Ułańska 3, 60-748 Poznań**, or by e-mail to: info@medcourses.com.

7.2. It is recommended that the complaint description include as much information and as many circumstances relating to the subject matter of the complaint as possible, in particular the type and date of the irregularity and the complainant's contact details. This will facilitate and expedite the examination of the complaint by the Organiser. The requirements set out in the preceding sentence are provided for recommendation purposes only and shall not affect the validity or effectiveness of complaints submitted without the recommended description.



7.3. The Organiser shall respond to the complaint without undue delay, and in any event no later than within 14 days from the date of submission of the complaint.

8. **FINAL PROVISIONS**

8.1. The Promotion shall be governed by Polish law and construed in the Polish language.

8.2. In matters not provided for in these Promotion Terms and Conditions, the provisions of the Civil Code and other relevant mandatory provisions of generally applicable Polish law shall apply.