

Terms and Conditions for the „BPMe” mobile app

1. General provisions

1. For the purposes of the Terms and Conditions, the following terms shall be understood as follows:
 - a) **App** - BPMe mobile application intended for installation on a mobile device with the Android or iOS operating system;
 - b) **BP, Organiser** - BP EUROPA SE - with its registered office in Hamburg, Germany operating in Poland through BP EUROPA SE Spółka Europejska Oddział w Polsce with its registered office in Kraków at 9 Pawia Street, 31-154 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, XI Commercial Division of the National Court Register under the KRS number 0000345546, NIP 972-086-54-31;
 - c) **BPMe Card** – virtual BPMe card issued to registered users of the App;
 - d) **Account** – an individual User account available in the App after registration, in which Promotions are made available ;
 - e) **Product** – fuel refueled at the Fuel Station, selected non-fuel products or services available at the Fuel Station (e.g. car wash, Wild Bean Caffè);
 - f) **Promotion** – the preferential conditions for purchasing Products presented in the App, in particular discounts, special prices and other forms of promotion, the detailed terms of which will be available on the bp.com website;
 - g) **Seller** – BP or an entity operating a fuel station under the "BP" brand that is a natural person, a legal person or an organizational unit without legal personality;
 - h) **Fuel Stations** – fuel stations operating under the "BP" brand, i.e. fuel stations operated by BP and fuel stations operated by entities cooperating with BP;
 - i) **Register App User** - The User who registers in the App in accordance with these Terms and Conditions.
2. These Terms and Conditions for the provision of services by electronic means (hereinafter referred to as the "Terms and Conditions"):
 - a) define the rules for using the App;
 - b) define technical requirements necessary for cooperation with the IT system used by BP;
 - c) define prohibition of providing illegal content by the App User; defines conditions for concluding and terminating contracts for the provision of electronic services;
 - d) define the complaint procedure;
 - e) define rules for processing personal data of Registered App Users .
 - f) are the Terms and Conditions referred to in Art. 8 of the Act on the provision of electronic services.

The Terms and Conditions do not specify the details of individual Promotions. The terms and conditions of individual Promotions are available via a link in the App on the bp.com website. Links to these terms and conditions are provided in the App.

3. The App as well as services available through the App are provided by BP. The User may use the App at Fuel Stations located in the territory of the Republic of Poland.

4. The App User within the meaning of these Terms and Conditions may be an adult natural person with full legal capacity who has installed the App on his/her mobile

device and has met other conditions specified in the Terms and Conditions (hereinafter "User").

5. By accepting the Terms and Conditions, the User declares that:

- a) the data provided by the User in the process of accessing and using the App is consistent with the facts and does not violate any third party rights;
- b) has read the Terms and Conditions and undertakes to comply with them.

6. The User is obliged to store his/her access data in a secure manner that prevents third parties from accessing the Account.

7. BP makes the Terms and Conditions available free of charge before concluding the Agreement, in particular on the website https://www.bp.com/pl_pl/poland/home/produkty_uslugi/bpme/bpme_regulamin.html and also enables obtaining, reproducing and recording the content of the Terms and Conditions using the App.

8. For safety reasons, the App should not be used by the driver while driving a vehicle.

9. The contract for the use of the App is concluded upon acceptance of the Terms and Conditions by the User. Acceptance of the Terms and Conditions is required to use the App.

2. Registration

1. Within the App, BP enables Registered App Users to use Promotions available at Fuel Stations. BP is entitled to make available in the App also promotional offers of entities cooperating with BP.
2. Registration in the App requires providing your real and correct data using an interactive form. As part of the registration, the User is required to provide his/her name, surname, phone number, and email address.
3. During registration, the User is required to provide a telephone number to which the authorization code will be sent. During the registration process, the User may consent to marketing communications to be sent to the telephone number or e-mail address provided by the User. Expressing the consents referred to in the preceding sentence is entirely voluntary and is not a condition for using the App and participating in Promotions.
4. Immediately after sending the registration form, BP generates the BPMe Card. At this point the registration is completed and the User obtains the status of a Registered App User.
5. The Registered App User may allow the display of push notifications in the form of system push notifications in the App and on the screen of the Registered App User's device by accepting the appropriate notice displayed on the screen of the mobile device. The Registered App User may also allow the display of push notifications and manage the granted permissions in the App settings on their mobile device. The lack of permission of the Registered App User results in the inability to display push notifications in the App.
6. Granting permission to receive push notifications as referred to above is not a condition for using the App, but may result in the inability to use the functionalities of the App that use notifications of this type.

7. The Registered App User may grant permission to access information about geolocation. The Registered App User will be asked to express consent to geolocation via an appropriate message displayed on the screen of the mobile device. The Registered App User may also express consent to geolocation or revoke such consent by making a change in the App settings on his/her mobile device. Expressing consent to geolocation is not a condition for using the App, but may result in the inability to use the functionalities of the App that use geolocation.
8. The lack of any activity by the User for a period of 6 months from the last launch of the App will result in automatic logging out of the User from the BPMe Account, i.e. restoring the state of the App prior to logging in to the BPMe Account.

3. App and Services

1. The App allows you to use the following services:
 - a) information about location and availability of Fuel Stations;
 - b) searching for information about Castrol products available at Fuel Stations;
 - c) Promotion;
 - d) access to information about promotions, special offers, advertising banners regarding Products available at Fuel Stations;
 - e) with separate consent expressed on the device, the Registered App User may consent to receiving advertising, marketing or promotional information in the App in the form of so-called "push" notifications.
2. The User may use the App without registration only to a limited extent (in particular: location of Fuel Stations, oil search engine, information about the offer).
3. Some of the Vouchers made available to Registered App Users may require activation before they can be used via the App or the BPMe Card.
4. Using the App may generate data transfer to and from mobile networks. The cost of data transfer referred to in the previous sentence is borne by the User according to the rates applied by the mobile network operator whose services the User uses.
5. The language of communication with the User is Polish. Contracts related to the use of the App are concluded exclusively in Polish. An English version of the App is also available and can be activated by the User by selecting the appropriate settings in the App or the device on which the App has been saved.
6. The User is prohibited from providing illegal content via the App.
7. Using the App in any other way than permitted by law, including for commercial purposes, without BP's consent is prohibited.

5. Promotion

1. In the App, Promotions are made available to Registered App Users. If the Registered App User gives the appropriate consent, information about Promotions may be sent via push notifications or other communication channels (e.g. e-mail or SMS).
2. Promotions may be addressed to all Registered App Users, or to groups of Registered App Users (e.g. those staying in a given location). Detailed terms of the Promotion are specified in the Promotion Terms and Conditions available on the website: www.bp.com, the link to which is provided in the App.
3. The condition for using the Promotions, indicated in the App (during their duration), is to display the BPMe Card and present it to the cashier for scanning before making

payment for purchases at the Fuel Station (in each case before printing the fiscal receipt). In some Promotions, the condition of participation may be the activation of a coupon/voucher available in the App before scanning the BPMe Card.

4. BP may offer Promotions in the App that meet the potential needs or expectations of the Registered App User. Promotions will be tailored based on the data collected about the Registered App User, prepared based on the analysis of:
 - a) history of purchases at Fuel Stations, in particular indicating the type and quantity of products purchased and the preferred time of making purchases;
 - b) the manner of using the App or marketing communication, in particular that indicating the Promotions preferred by the Participant
 - c) data on the location and movement of the Participant's mobile device, in particular indicating the Fuel Stations visited by the Participant, provided that the Participant agrees to the access to location data by the App in the settings of the App or his/her mobile device;
 - d) additional personal data provided by the Participant (e.g. age), if the Participant provides such data to the Organiser;
 - e) other data obtained by the Organiser in accordance with the [Privacy Statement](#)

Failure to participate in the Program does not deprive Participants of the opportunity to purchase products at Fuel Stations, at regular prices or as part of promotional campaigns available to all customers;

6. Technical conditions for using the App

1. To use the App correctly, the following technical requirements must be met:
 - a) installation of the App on a smartphone supporting one of the following operating systems: Android 14.0 and later; or iOS version 15 and later;
 - b) Internet access;
 - c) a system enabling locating the device on which the App was installed.
2. For Android mobile devices the App can be downloaded from the Google Play Store. For iOS mobile devices the App can be downloaded from the Apple App Store.
3. The Organiser informs that installation of the App updates provided by the Organiser from time to time may be necessary for its proper operation and to ensure an appropriate level of security. The Organiser recommends installing such updates immediately after they are made available via the Google Play Store and the Apple App Store.
4. The User should install operating system updates in accordance with the recommendations of the manufacturer of the mobile device and the manufacturer of the operating system. Failure to update the operating system or the App may lead to a decrease in the level of security of using the App.

6. User's personal data (Privacy Statement)

1. The use of the App is subject to the Privacy Statement available at https://www.bp.com/pl_pl/poland/home/produkty_uslugi/bpme/bpme_polityka_prywatnosc.html
2. BP will retain personal data for as long as necessary to fulfill the purposes for which it was collected, as described in the Privacy Statement.

7. Complaints

1. The complaint procedure regarding the functioning of the App is conducted by BP.
2. Other complaints, not related to the App, in particular those concerning the quality of products or services available at Fuel Stations, will be considered by the entity running the Fuel Station where the complained product was purchased. Complaints can be submitted, among others: by e-mail sent to obsługa@bp.com or by phone at 721 02 03 04 (on working days from 8:00 to 18:00). The person submitting the complaint should provide in the complaint the following data:
 - a) name and surname;
 - b) number of BPMe card,
 - c) description of the subject matter of the complaint - mail address (preferred) or delivery address.
3. Complaints are usually considered within 14 days of their submission.

8. Amendments to the Terms and Conditions

1. BP reserves the right to unilaterally change the Terms and Conditions for an important reason, which it considers to be the following:
 - a) a change in generally applicable legal provisions or their interpretation applied by authorized bodies, having a direct impact on the content of the Terms and Conditions and resulting in the need to adapt them to such a change in the provisions or their interpretation;
 - b) issuance of a judgment, decision or other similar act by a court or an authorized public authority, having a direct impact on the content of the Terms and Conditions and resulting in the need to change them in order to adapt to such judgment, decision or other similar act;
 - c) introducing new technical solutions, the need to adapt the technical requirements specified in the Terms and Conditions to new standards;
 - d) preventing violations of the Terms and Conditions or counteracting misuse;
 - e) removing ambiguities or doubts regarding the interpretation of the content of the Terms and Conditions;
 - f) changes in the organizational structure of BP, changes in the names, addresses or company data indicated in the Terms and Conditions.
2. The changes come into effect within 14 days from the date of introducing the amended Terms and Conditions to the App.
3. BP will notify Users about a unilateral change to the Terms and Conditions by means of a message in the App or by e-mail, providing the amended Terms and Conditions and providing the date on which the change to the Terms and Conditions will come into effect, with this date being at least 14 (fourteen) days from the date of sending the notification of the change to the Terms and Conditions, unless the applicable legal provision, ruling or other similar act of an authorized public authority requires the Organiser to introduce the change to the Terms and Conditions within a shorter period of time.
4. The amended Terms and Conditions apply to the User who does not resign from participation in the Program before the date of entry into force of the amendment to the

Terms and Conditions. Resignation from participation in the Program shall be made on the principles specified in Section 9 of the Terms and Conditions.

5. The Terms and Conditions may also be changed with the User's consent, which will be expressed in the App.

6. BP will exercise the right to unilaterally amend the Terms and Conditions only if one of the indicated important reasons occurs and no more often than once a quarter.

9. Resignation from the App

The User may uninstall the App at any time, which does not result in the deletion of the Registered App User's Account. In order to delete the Account, the Registered App User should contact the Organiser through the Customer Center (by e-mail, using the contact form, or the appropriate App functionality). The Organiser will make every effort to delete the Account within 14 days from the date of such a request. After deleting the Account, any Promotions available in the App will no longer be available to the Registered App User.

10. Withdrawal from the contract

1. Regardless of the right to terminate the contract in accordance with Section 9 of the Terms and Conditions, the User who is a consumer has the right to withdraw from the contract without giving any reason. The deadline for withdrawal expires after 14 (fourteen) days from the date of conclusion of the contract.
2. In order to exercise the right to withdraw from the contract, the User, who is a consumer, should inform the Organiser of their decision by means of an unequivocal statement (e.g. sent by letter or electronically to the Customer Center). In the event of withdrawal from the contract, the contract is considered not to have been concluded. In the event of submitting a declaration of withdrawal electronically (e.g. by e-mail), the Organiser will immediately confirm receipt of such a declaration on a durable medium. The Participant who is a consumer may use the standard withdrawal form, which constitutes Annex No. 1 to the Terms and Conditions, but this is not obligatory. In order to meet the deadline for withdrawal from the contract, it is sufficient to send the declaration before the deadline indicated in Section 1 above. In the event of withdrawal from the contract, it is deemed not to have been concluded.

11. Discontinuation of the App

1. The Organiser may discontinue the App at any time for an important reason, such as:
 - a) a change in generally applicable legal provisions that has a direct impact on the services and Promotions offered in the App and resulting in the necessity to terminate it;
 - b) economic unprofitability of operating the App;
 - a) issuance of a ruling or decision by a court or an authorized public authority concerning the Program and resulting in the necessity to terminate it;
 - b) introducing other forms of promotional and marketing activities relating to the Organiser in place of the Program
2. The Organiser will notify Users about the discontinuation of the App by means of a message in the App and an e-mail message, together with an indication of the date

of discontinuation of the App, provided that this date cannot be earlier than 30 (thirty) days from the date of sending the notification. After the deadline referred to in Section 2 above, the Accounts of Registered App Users will be deleted.