

# Piavet Loyalty Program

## Rules & Regulations

### §1. GENERAL PROVISIONS

1. These regulations constitute the basis for the operation of the Piavet Loyalty Program (herein referred to as “the Program”) and define the rights and obligations of the Program Participant as well as the obligations of the Organizer.
2. The Organizer of the program is Piavita AG (herein referred to as “the Organizer”)
3. The Program Participant is the Piavita customer (herein referred to as “the Participant”)
4. Within the Program, the Participant collects PiaPoints on his or her account. The collected points can be exchanged for prizes or a monetary discount in accordance with these Rules & Regulations.
5. The aim of the Program is to increase customer involvement in the Organizer's product and company activities.
6. The right to use the account, and in particular to exchange points, is personal and is vested exclusively in the Participant.
7. If the Program ends, the Participant’s PiaPoints can be exchanged for prizes within 30 days from the date of the Program’s termination. After this deadline, any remaining points are no longer valid.
8. Information about the end date of the Program will be posted on [www.piavita.com](http://www.piavita.com) one month in advance.

### §2. DEFINITIONS

1. Piavet Loyalty Program – A participation-based program that allows the Participant to accumulate points on their account that can be exchanged for prizes in accordance with the rules set out in these Rules & Regulations.
2. Customer – A person who has purchased the Piavet System from Piavita AG via a Sales Order.
3. Organizer – The company, Piavita AG

4. User Fees Invoice – An annually issued invoice for the monthly fees connected to the use of the Piavet System, as seen on the sales order.
5. Program Participant – All Piavita customers, upon purchase of the Piavet System.
6. PiaPoints Catalog – A list of the available activities and related point values for exchange in accordance with these Rules & Regulations. See it [here](#).
7. Points (aka: PiaPoints) – Points awarded for particular actions and activities undertaken by the Participant, redeemable for a user fee discount as described [here](#) at the time specified therein.
8. Prize(s) – Monetary discounts toward annual user fees, or in some cases, Piavet accessories and hardware.

### **§3. PARTICIPATION**

1. Each Participant may have only one account in the Program.
2. Each Piavita customer is automatically entered into the Program as a Participant.
3. The Participant may unsubscribe from the Program by sending a request to [support@piavita.com](mailto:support@piavita.com) and receiving a written confirmation from the Organizer about his/her removal from the Participant list.
4. The Participant undertakes to inform the Organizer about any change in his/her personal data. In case of failure to notify the Organizer about such changes, the Organizer shall not be liable for any resulting delay or inactivity.

### **§4. AWARDING OF POINTS**

1. Points are awarded as described [here](#).
2. Points may be awarded for current Piavet customers from the time of announcement of the Program. And for new customers thereafter, points may be awarded immediately upon purchase of the Piavet System.
3. Points are registered automatically every calendar month.
4. The Participant will receive an e-mail notification with their points status at least once every 60 days. However, the Participant may request an update at [support@piavita.com](mailto:support@piavita.com) at any time.

## **§5. AWARDING OF PRIZES**

1. The Participant may exchange accumulated PiaPoints for prizes in the form of a discount on his/her annual user fees invoice, and in the case of surplus points, for discounts on Piavet accessories and hardware. Click [here](#) for details. PiaPoints are *not* exchangeable for cash prizes.
2. The Organizer reserves the right to change the PiaPoints Catalog at any time, as well as to adjust the number of points required to receive a specific prize. These changes are valid at the moment of their publication on the Organizer's website. Information about upcoming changes will be published on the Organizer's website 30 days before the changes take effect. After this deadline, the previous version of the PiaPoints Catalog is no longer valid.
3. Prizes will not be awarded to Participants with overdue payments on their account.
4. The Participant has the right to exchange his/her PiaPoints upon receipt of the annual Piavet User Fees invoice by sending an email request to [support@piavita.com](mailto:support@piavita.com) within 14 days of receiving the invoice.
5. After verification of the accumulated points, the discount will be awarded within 30 days. The deadline for issuing the discount may change for reasons beyond the control of the Organizer.
6. The Participant has the right to postpone the issuance of the earned discount at any time by up to 6 months in the case of contract cancellation with Piavita AG. If a new contract is signed within 6 months of the previous cancellation, the Participant's PiaPoints will be transferred back to his/her account. If a new contract is not signed before this deadline, all remaining points are irretrievably lost.
7. The participant is not entitled to change or cancel the award order.
8. The Organizer reserves the right not to award the prize to the Participant if the Participant undertakes actions contrary to these Rules & Regulations and in the case of outstanding payments to the Organizer.

## **§6. PROGRAM RESIGNATION**

1. The Participant may resign from the program at any time. To do so, he or she must send email their request to [support@piavita.com](mailto:support@piavita.com). The cancellation will be confirmed via e-mail by Piavita AG within 14 days of receiving the request, at which point the resignation is deemed complete.
2. Upon cancellation, any of the Participant's remaining PiaPoints are irretrievably lost.

## **§7. COMPLAINTS**

1. The Participant may submit a written complaint via email to the address of the Program Operator at [support@piavita.com](mailto:support@piavita.com)
2. The complaint should include at least the data of the participant and the reason for the complaint.
3. Complaints will be considered by the Organizer within 30 days from the date of receipt.

## **§8. PERSONAL DATA**

1. The basis for processing personal data is the Participant's consent given by signing the Sales Order.
2. The administrator of personal data is the Program Organizer, Piavita AG.
3. The personal data will be processed for the purpose of the Program. And may additionally be used for marketing purposes upon the Participant's consent.
4. The Participant has the right to inspect his or her personal data, correct it, delete it, withdraw consent to data processing, or change its scope of use.
5. In matters of personal data please contact us by sending an e-mail to [support@piavita.com](mailto:support@piavita.com).
6. Data will be processed for at least the duration of the Program. The data may be stored longer, provided that the Participant agrees to the processing of the data for marketing purposes.

## **§9. ORGANISER'S RESPONSIBILITY**

1. The Organizer shall not be liable for providing incomplete or false data given by the Participant when editing data or ordering the prize. The Organizer shall also not be liable for any consequences of the Participant's actions, such as making his or her data available to third parties and registering or logging into the website.
2. The Organizer's liability towards the Participant is limited to the value of the prizes obtained via the Program.

## **§10. FINAL PROVISIONS**

1. The organizer has the right to change these Rules & Regulations at any time. Any changes to the regulations will be effective from the date of their announcement on the website [www.piavita.com](http://www.piavita.com).
2. For Participants in the European Union, the provisions of the European Civil Code shall apply to all matters not regulated in these Rules & Regulations.
3. The court competent to consider any disputes arising in connection with the Piavet Loyalty Program shall be the court having jurisdiction over the seat of the Organizer.