

Regulations of the pizzahut.pl Web Site

§ 1. Definitions

1. The terms used in the present regulations shall have the following meaning:

- 1.1. **Account** – User’s account constituting a set of resources and rights in the Service Provider’s IT system available for the User, created after the User’s registration; a User may register and gain access to the Account via the Web Site as a part of the Services provided on the basis of the present Regulations or another access channel made available by the Service Provider subject to the rules specified in separate regulations;
- 1.2. **My Pizza Hut programme** – loyalty programme called “My Pizza Hut” organised by the Service Provider on the basis of separate regulations;
- 1.3. **Regulations** – the present regulations for rendering services electronically;
- 1.4. **Pizza Hut Restaurants** – restaurants belonging to the Pizza Hut network run by the Service Provider in the area of the Republic of Poland;
- 1.5. **Web Site** – a web site available at: www.pizzahut.pl;
- 1.6. **Service Provider** – “AmRest” sp. z o.o. with its registered office in Wrocław at: plac Grunwaldzki 25-27, 50-365 Wrocław, entered in the register of entrepreneurs of the National Court Register by the District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under the KRS number: 000025220, tax ID (NIP): 5260211104, share capital in the amount of PLN 649,750,000.00, telephone number: 713861000, e-mail: kontakt@amrest.eu;
- 1.7. **User** – a natural person using the Services in accordance with the present Regulations;
- 1.8. **Order** – an order placed by a User via the Web Site for food, beverages or other articles from the menu of a selected Pizza Hut Restaurant which are intended for current consumption in the household which are physically supplied by the Pizza Hut Restaurant to the User’s place of residence, stay or work in regular supplies or to be collected at a Pizza Hut Restaurant.

§ 2. General provisions

1. The present Regulations specify the conditions and the principles of rendering services electronically via the Web Site.
2. The Services are rendered as a part of the Web Site by the Service Provider.
3. The present Regulations constitute regulations as referred to in the art. 8 of the act dated 18 July 2002 on Providing Services by Electronic Means.

§ 3. Services provided by electronic means

1. Services rendered by the Service Provider via the Web Site (herein “Services”) including:
 - 1.1. informing the Users on the offer of Pizza Hut Restaurants;

- 1.2. enabling the Users to place Orders;
 - 1.3. enabling the Users to register the Account;
 - 1.4. providing the Users access to the Account;
 - 1.5. providing the Users who are members of the My Pizza Hut Programme access to the information addressed to them and the functionalities of the Web Site connected with the Programme.
2. The Services are available for all of the Internet network users, with a reservation that the Services referred to in § 3 par. 1 subpar. 1.2 to 1.5 are available for natural persons with full capacity to perform acts in law. Persons having limited capacity to perform acts in law (including persons between 13 and 18 who are not totally incapacitated), may use the Services, as referred to in § 3 par. 1 subpar. 1.2 to 1.5, with consent of their statutory representative (e.g. parent).
3. The Services, as referred to in § 3 par. 1 of the Regulations, are rendered free of charge. Placing an Order via the Service is connected with a payment obligation in accordance the information displayed on the Web Site.
4. As a part of using the Services, the Users must not enter any illegal content, including:
- 4.1. information and data processed in a way posing a risk of infringement of IT security or stability of the Web Site;
 - 4.2. information infringing intellectual property rights, including copyrights and rights to trademarks belonging to the Service Provider or the third parties;
 - 4.3. other information and data infringing mandatory provisions of law.

§ 4. Placing Orders

1. Orders are carried out in the supply area of particular Pizza Hut Restaurants. Information on the possibility to execute a supply at the address provided by a User and the Pizza Hut Restaurant carrying out the supply is available on the Web Site in the beginning of the Order placing procedure. The possibility of carrying out a particular Order by a specific Pizza Hut Restaurant is checked automatically. In the event it is impossible to carry out an Order for the provided address, the User is informed about the fact in an adequate notice.
2. Payment for an Order may be, at the User's choice, made on delivery – in cash, VISA or Master Card payment card, or on-line via the PayU S.A. payment system.
3. Orders may be placed both by the Users having an Account and the Users not having an Account.
4. For the Users who do not have an Account and want to place an Order, the procedure is as follows:
 - 4.1. select the Order type on the Web Site;
 - 4.2. fill in the following fields in the form: town, street and street number, mobile telephone number;

- 4.3. confirm the correctness of the mobile telephone number by entering to the Order form a special code received from the Service Provider in a text message;
 - 4.4. select the ordered products offered by the Pizza Hut Restaurant by ticking them in the Web Site offer, select quantity, amount or size of a particular product and, if possible, make modifications for a particular product;
 - 4.5. select the payment method;
 - 4.6. accept the Order clicking “Zamawiam i zapłać” - “Order and pay”.
5. For the Users who have an Account and want to place an Order (subject to § 5 par. 8 of the regulations), the procedure is as follows:
- 5.1. log in to the Web Site with the use of their login and password;
 - 5.2. select the Order type on the Web Site;
 - 5.3. choose from the list of the saved addresses the address at which the Order is to be sent or enter a new delivery address;
 - 5.4. select the ordered products offered by the Pizza Hut Restaurant by ticking them in the Web Site offer, select quantity, amount or size of a particular product and, if possible, make modifications for a particular product.
 - 5.5. select the payment method;
 - 5.6. accept the Order clicking “Zamawiam i zapłać” - “Order and pay”.
6. When all of the steps specified in § 4 par. 4 and 5 above are properly completed, the Order is accepted for fulfilment.
7. The Service Provider reserves a right to confirm the placed order via telephone calling the number provided by the User in the course of placing the Order or creating the Account.
8. Orders may be placed by the Users acting on behalf of other subjects, including legal entities or organisational units without legal personality.
9. A User may receive a VAT invoice for the placed Order. To receive an invoice, select the “Faktura VAT” - “VAT invoice” when placing the Order. The Users having an Account will be able to save 3 sets of data necessary to issue an invoice, and it is possible to search for the identification data with the buyer’s NIP (tax ID) number. The Users who do not have an Account will need to provide the data entered on the VAT Invoice each time.

§ 5. Registration and access to the Pizza Hut Account

1. Pizza Hut Account is registered online by filling in a registration form available on the Web Site in the “Utwórz konto”- “Open an Account” tab.
2. The fields in the registration form that must be filled in are clearly marked.

3. A User enters his or her personal details necessary to contact the User, as well as open and maintain the Account.

4. After a User fills in and sends the registration form, the Service Provider sends, at the electronic mail address specified by the User, confirmation of the registration and creation of the Account. The Account is activated when the User clicks a special activation link included in the e-mail sent by the Service Provider.

5. A User gains access to the Account after providing the previously selected login and password. The login and the password are confidential. The Service Provider hereby informs that providing access to the login and the password to the third parties may pose a risk for the User's privacy or other legally protected interests.

6. The Account enables:

6.1. online monitoring of the Order status;

6.2. placing complaints referring to the Order via the form available after logging in to the Account;

6.3. receiving text messages about the Order status;

6.4. storing the addresses for delivery of Orders;

6.5. storing data necessary to issue VAT invoices for maximum three buyers;

6.6. registration of the card in the My Pizza Hut Programme;

6.7. viewing the vouchers given and used in the My Pizza Hut Programme;

6.8. editing the data referring to the User.

7. The Service Provider hereby informs that the Account also enables the use of services connected with remote ordering of food, beverages or other articles available in restaurants other than Pizza Hut Restaurants run by the Service Provider, for which the Service Provider ensures possibility of placing remote orders via separate internet web sites or ICT tools (e.g. mobile applications) (herein: **"Separate Food Order Services"**). This means that the Account is valid also as a part of Separate Food Order Services rendered by the Service Provider, and a User who opened an Account via the Web Site in accordance with the principles specified in the present Regulations does not have to open an account as a part of such Separate Food Order Services and may log in to such services with the use of the access data to the Account described in the present Regulations.

8. For the needs of the present Regulations, a User having an active account in a Separate Food Order Service rendered by the Service Provider is treated as a User having an Account. This means that such a User may log in to the Account on the Web Site with the login and password selected at the moment of creating the account (registration) as a part of the aforementioned Separate Food Order Service.

9. Separate Food Order Services refer to the KFC network restaurants.

§ 6. Technical requirements

1. The Web Site may be accessed from an internet connected PC equipped with an operational system (Windows, Mac OS, Linux or similar) and an internet browser – Internet Explorer, Opera, Firefox, Google Chrome or Safari in the current version.

2. The Web Site may be also accessed from mobile devices such as smartphones, tablets or palmtops. The use of the mobile version of the Web Site is technically possible only with an internet connected mobile device equipped with one of the popular browsers in the current version (Android Browser, Chrome Mobile, Internet Explorer Mobile, Opera Mini or Safari Mobile).

§ 7. Agreement validity and resignation from the Services

1. A User may use Services or resign from them at any time. The agreement on rendering the Services connected with the Account is concluded for an undefined period of time at the moment the Account is activated in accordance with § 5 par. 4 of the Regulations. The minimum period of a User's obligations has not been defined, and a User is not obliged to use the Service in any specific period.

2. Resignation from the Services may be reported by an e-mail with a User's declaration sent at the e-mail address: kontakt@amrest.eu or by a letter sent at the Service Provider's address ("AmRest" sp. z o.o. plac Grunwaldzki 25-27, 50-365 Wrocław).

3. Pursuant to the binding legal provisions, a User being a consumer has a right to withdraw from a remote agreement concluded in line with the provisions specified in the present Regulations, the subject matter of which are the Services, at any time, also within 14 days since the date of its conclusion, without giving any reason.

4. In order to execute the above mentioned right, a User shall inform the Service Provider about his or her decision on withdrawal. Resignation from the Services carried out with the use of any method described in § 7 par. 2 of the regulations within the period specified in the preceding point shall be also treated as informing about such a decision.

5. A User may also withdraw from the Agreement making a clear declaration handed over at the Service Provider's address specified in the Regulations, for instance by sending a letter at the address: "AmRest" sp. z o.o. plac Grunwaldzki 25-27, 50-365 Wrocław or an e-mail at the address: kontakt@amrest.eu.

6. In order to execute the right to withdraw from the Agreement, a User may use the statutory model withdrawal form constituting the appendix no. 2 to the Consumer Rights Act dated 30 May 2014. Such a model withdrawal form is available at: <http://dziennikustaw.gov.pl/DU/2014/827/1> (a programme reading PDF files is required, e.g. Adobe Acrobat Reader). Using the model is not mandatory.

7. In order to obey the deadline for withdrawal from the Agreement specified in § 7 par. 3. above, it is enough to send information on executing the User's right to withdraw from the Agreement before the deadline.

8. In the event the Service Provider receives a declaration on withdrawal from the Agreement or a User's resignation form the Services, the User shall not be charged with any costs of the rendered Service.

9. Execution of the right to withdraw from the Agreement or resignation from the Services in line with the rules defined in the present § 7 shall have no impact on the completion of the Orders and

performance of the Parties' obligations referring to the Orders placed by the User prior to the date of the withdrawal or resignation.

§ 8. Complaints referring to the Orders

1. The Service Provider shall complete the Orders without defects. The Service Provider bears liability towards a User under warranty in reference to physical and legal defects of the subject of the Order pursuant to the provisions of the Polish civil code.

2. Complaints referring to the Orders may be lodged:

- 2.1. via the Web Site – by the Users having a Pizza Hut Account;
- 2.2. via telephone at the telephone number of the Pizza Hut Restaurant carrying out the Order – by all of the Users;
- 2.3. in writing, at the address of the Service Provider (“AmRest” sp. z o.o. plac Grunwaldzki 25-27, 50-365 Wrocław).

3. A complaint should consist of personal details of the person lodging the complaint (first name and surname, correspondence address, and optionally – e-mail address and the telephone number), the reason of the complaint and the User's request.

4. Complaints shall be considered by the Service Provider within 14 days since the date of their receipt, subject to par. 6 – 7 below, unless mandatory provisions of law provide for a shorter period.

5. The person placing a complaint will be informed by the Service Provider about the method of considering the complaint via a letter sent at the address provided in the complaint or an e-mail – depending on the method of placing the complaint.

6. Complaints referring to physical or legal defects of the products included in the Order shall be considered in accordance with the provisions of the Polish Civil Code referring to warranty for defects.

7. In the event when a User being a consumer asks, under the provisions referring to warranty for defects, for exchange of the products included in the Order or for removal of the defects, or makes a declaration with a request for price reduction specifying the amount by which the price is to be reduced, and the Service Provider fails to answer to this request within 14 days, the request shall be deemed approved by the Service Provider.

8. A User being a consumer who wants to be assisted in the course of placing a complaint, may ask for it a municipal or district consumer advocate providing free of charge assistance and advisory services in the area of consumer rights protection.

§ 9. Complaints referring to the Services

1. Any complaints referring to the Services may be lodged:

- 1.1. at the electronic address of the Service Provider (kontakt@amrest.eu) or

- 1.2. in writing, at the address of the Service Provider (“AmRest” sp. z o.o., plac Grunwaldzki 25-27, 50-365 Wrocław).
2. A complaint should consist of the first name and surname of the person lodging the complaint, the reason of the complaint and the User’s request.
3. Complaints shall be considered in the order in which they are lodged, within 14 days since the date of their receipt by the Service Provider.
4. The person placing a complaint will be informed about the method of considering the complaint via a letter or electronic mail – depending on the method of placing the complaint.

§ 10. Personal data protection

1. AmRest sp. z o.o. with its registered office in Wrocław (50-365), plac Grunwaldzki 25-27, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for Wrocław Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under the KRS number: 0000025220, NIP (tax ID): 526-021-11-04, shall act as the Administrator of the personal data of the Users and shall process the personal data of the Users in accordance with the act dated 29 August 1997 on the Protection of Personal Data (Polish Journal of Laws Dz.U. of 2002 no. 101, item 926, as amended).
2. Personal data included in the Account’s registration form and the Order form is processed by the Service Provider for the needs of rendering the Services and fulfilling the Order, as well as for the needs of maintaining the Account that enables the use of the services rendered electronically by the Service Provider.
3. In the course of the registration, a User may also give consent to processing his or her personal data for the marketing purposes of the Service Provider, their subcontractors, and entities belonging to the AmRest capital group, as well as to receiving marketing information from the Service Provider, including offers and promotions referring to the Service Provider, at the electronic mail address and the telephone number provided by the User. Such consent is voluntary and the use of the Services is not subject to it.
4. A User has a right to access his or her personal data, as well as to ask for its correction.
5. Personal data of the Users making payments online via the PayU system are provided to PayU S.A. with its registered office at: ul. Grunwaldzka 182, 60-166 Poznań, KRS: 0000274399.
6. The principles of protecting Users’ privacy, including the Service Provider’s technical means preventing gaining and modifying, by unauthorised parties, the personal data sent electronically have been described in the document titled “Privacy Policy” available on the Web Site.

§ 11. Out-of-court dispute settlement

1. A User being a consumer may apply out-of-court methods of complaint consideration and claim enforcement such as:

- 1.1. applying to the Permanent Consumer Arbitration Court at the Trade Inspectorate for settlement of a dispute connected with the concluded agreement;
 - 1.2. applying to the provincial inspector of the Trade Inspectorate for initiating mediation proceedings on amicable settlement of a dispute between a Consumer and the Service Provider.
2. A User has a right to request for assistance in settlement of a dispute between a User and the Service Provider applying to the provincial (municipal) ombudsman or a social organisation the statutory objects of which include consumer protection (among others the Consumers' Association, the Association of Polish Consumers).
3. Detailed information on out-of-court methods of complaint consideration and claim enforcement, and the rules of access to the procedures is available at the premises and on the websites of the provincial (municipal) ombudsman or a social organisations the statutory objects of which include consumer protection, Provincial Trade Inspection Inspectorates and at: <http://www.uokik.gov.pl>.

§ 12. Other information for the Users

1. The Regulations may be downloaded free of charge in the pdf format at: www.pizzahut.pl in order to make it possible for the Users to store it and read it at any time.
2. Agreements on Service rendering are concluded with the Service Provider in Polish.
3. The Service Provider hereby informs that, in reference to Service rendering:
 - 3.1. the Service Provider does not apply ethical codes within the meaning of the art. 661 § 2(6) of the Polish Civil Code or code of good practices within the meaning of the provisions on combating unfair commercial practices;
 - 3.2. the Service Provider does not collect any deposits from the Users and does not requires any other type of financial guarantees;
 - 3.3. the Service Provider does not make any warranties and does not offer any post-sales services;
 - 3.4. the Service Provider does not implement any means of protection against content copying or accessing without the Service Provider's consent.

§ 13. Amendments to the Regulations

1. The Service Provider may amend the present Regulations for significant reasons, such as:
 - 1.1. amendments in the generally applicable legal provisions having direct impact on the content of the present Regulations;
 - 1.2. issuance of an order or decision having direct impact on the content of the present Regulations by the court or public administration authorities;

- 1.3. introduction of new functionalities of the Web Site;
 - 1.4. preventing infringements of law or infringements of the present Regulations;
 - 1.5. removing ambiguities or doubts as to interpretation;
 - 1.6. The Service Provider's transformation (change to their legal status), change of the Service Provider's name, change in registration data, identification numbers, address, URL address, e-mail address or the telephone number specified in the Regulations.
2. In any case, amendments to the Regulations shall not impact the User's rights or the Service Provider's obligations arising before the date the amended Regulations become binding for the Users.
 3. The Service Provider shall inform about the amendments to the Regulations on the Web Site, as well as in an e-mail message sent at the address associated with the Pizza Hut Account.
 4. Amendments to the Regulations shall be binding for the Users who do not resign from the Services within 30 days since the date of informing about the amendments in accordance with § 13 par. 3 of the Regulations.

§ 14. Final provisions

1. In any matters not regulated herein, legal provisions generally binding in Poland shall apply, including the provisions of the Polish Civil Code and the act dated 18 July 2002 on Providing Services by Electronic Means.
2. Any disputes shall be settled by a common court specified in accordance with the provisions of the act dated 17 November 1964 Code of Civil Proceedings.