

Terms and Conditions of Use of the "Obiadza5km" App

1. These terms and conditions (hereinafter: the "T&C") set out the principles of use of the Lunch for 5 km (Obiadza5km) App (hereinafter: the "App") created for the purposes of the *Obiad za 5 km (Lunch for 5 km)* Project (www.obiadza5km.pl).
2. The App is owned by the company Silesia Business Park 1 Spółka z ograniczoną odpowiedzialnością (*a limited liability company*) with its registered office in Warsaw, at al. Jana Pawła II 17, 00-854 Warsaw, recorded in the Business Register within the National Court Register kept by the District Court in Warsaw, Commercial Division of the National Court Register (NCR) under number KRS 0000642461, NIP tax reference number: 5272549501, REGON business registration number: 141023440, e-mail address: obiadza5km@skanska.pl (hereinafter: the "Service Provider").
3. The user within the meaning of the T&C is any person using the App (the "User").
4. The purpose of the Service Provider's activity is to enable the User to record the kilometres pedalled by the User, which are then exchanged for dinners. The User pedals out the kilometres for the account of his or her employer, who is a tenant in the Skanska buildings (hereinafter: the "Employer"). In this way, the tenant is able to provide support to children in need under the PAH Pajacyk Programme.
5. The use of the App is free.
6. The User accepts the T&C when the App is first launched. The T&C are available on the website: www.obiadza5km.pl/oprojekcie.
7. The Service Provider does not process or collect any personal data of the User. The statistics and history of the training sessions completed by the User can be viewed via the App only on the User's mobile phone. If the App is uninstalled on the mobile phone, all the information will be lost.
8. The User may link the App to his or her Facebook account. In such case, the User will be able to publish information on the completed training sessions on his profile. The User agrees not to post any content that is illegal, contrary to good practice, or in breach of law or personal rights of any third parties. The Service Provider is not responsible for any content posted by the User.
9. The User selects his or her Employer from the list of employers in accordance with his or her employment at the relevant location.
10. The account is non-transferable. In particular, the User is not entitled to sell the Account or let it be used by, or make it available in any other form to, any third parties.
11. The User is obliged to comply with the provisions of law when using the App, in particular with the provisions of the Act of 23 April 1964 – Civil Code (Journal of Laws 1964, No. 16, item 93, as amended) and the Act on Copyright and Related Rights of 4 February 1994 (Journal of Laws 1994, No. 24, item 83, as amended) (the "Copyright Law").
12. In order to use the App and send in the details of the completed training sessions, the User must have a device with enabled Internet access and Bluetooth.
13. The Service Provider is not liable for any non-performance or improper performance of the Services caused by circumstances beyond the Service Provider's control for which the Service Provider is not responsible, in particular as a result of any actions or omissions by telecommunications operators, providers of telecommunications connections or electricity suppliers.
14. The User may report any problems with the operation of the App by e-mail to the following address: obiadza5km@skanska.pl.

15. The Service Provider reserves the right to change the T&C at any time. The information relating to any change to the T&C and the reason for such change will be published on the website: www.lunchfor5km.com (www.obiadza5km.pl) along with the new content of the T&C.

Project: Lunch for 5 km

- Lunchfor5km.pl (obiadza5km.pl)
- obiadza5km@skanska.pl