



TERMS AND CONDITIONS “Sinterit Ambassador Program”

These Terms and Conditions (“Terms and Conditions”) set out the rules for participation in the loyalty program under the name “Sinterit Ambassador Program” (“Program”), organized by Sinterit Spółka z ograniczoną odpowiedzialnością, with its registered office in Kraków, being the manufacturer and seller of 3D printers. The Terms and Conditions of the Program are available on the Organizer’s website at <https://sinterit.com/terms-and-conditions-of-the-sinterit-ambassador-program/>.

§1. Definicje

- 1) **“Organizer”** – the company operating under the business name Sinterit spółka z ograniczoną odpowiedzialnością (“Sinterit”), with its registered office in Kraków (30-741), ul. Nad Drwiną 10, building B3, entered in the Register of Entrepreneurs by the District Court in Kraków, 11th Commercial Division of the National Court Register under KRS number: 0000535095, NIP: 679-310-64-16;
- 2) **“Ambassador”** – exclusively an entrepreneur within the meaning of Article 43¹ of the Civil Code who has previously purchased from the Organizer, its Authorized Distributor or Authorized Representative at least one of the printers from Sinterit’s offering; an entity that is an Authorized Distributor or Authorized Representative of the Organizer may not be an Ambassador, regardless of holding a printer purchased as a demonstration unit;
- 3) **“Referred Entity”** – an entrepreneur, not being a consumer, whose contact details are submitted to the Organizer by the Ambassador for the purpose of establishing commercial contact;
- 4) **“Participants”** – collectively, the Ambassador and the Referred Entity;
- 5) **“Authorized Distributor”** – an entity authorized by the Organizer to sell the Organizer’s products on the basis of a distribution agreement;
- 6) **“Authorized Representative”** – an entity authorized by the Organizer to sell the Organizer’s products within the territory of the USA;
- 7) **“Effective Referral”** – a situation in which the Referred Entity makes payment of the price for the Organizer’s 3D printer (invoice paid in full), provided that the Referred Entity meets the criteria of a new contact as set out in §2(1.4);
- 8) **“Reward”** – 3D printing powder from Sinterit’s offering, granted in kind in accordance with §3;

9) **“Personal Data Controller of the Participants”** – the Organizer shall be the personal data controller of the Participants; the Authorized Distributor and Authorized Representative may process the personal data of the Participants as processors solely for the purpose of implementing the Program.

§2. Rules of the Program

1. Referral submission and verification:

1.1. The Ambassador is required to meet all of the following conditions:

- a) hold the status of owner of at least one Sinterit printer; and
- b) provide the serial number of the owned Sinterit printer for the Organizer to verify the right to participate in the Program;
- c) in the event the Organizer determines that the printer has been transferred to a third party, the submitting party shall lose the right to use the Program;

1.2. The Ambassador submits a referral through the form made available by the Organizer on the Program’s website at <https://sinterit.com/sinterit-ambassador-program/>. The referral must include at least: the name of the Referred Entity, country, first and last name of the contact person, e-mail and/or telephone number, and the choice of powder as the Reward.

1.3. Submission of the referral shall be deemed confirmation that the Ambassador has read and accepts the Terms and Conditions.

1.4. The Referred Entity must be a new contact: it may not appear in the CRM databases of the Organizer, its Authorized Distributors, or Authorized Representatives, nor be engaged in ongoing commercial discussions with them at the time of submission. The Organizer shall promptly verify the referral and inform the Ambassador by e-mail of the result (positive or negative);

1.5. The Organizer may request the Ambassador to supplement/clarify the data as needed for the purpose of verifying the referral;

1.6. Each Ambassador is entitled to submit an unlimited number of referrals during the term of the Program, with each submission being assessed in accordance with these Terms and Conditions;

1.7. In the event that the same Referred Entity is submitted by more than one Ambassador, priority shall be given to the referral first registered in the Organizer’s system, according to the date and time of receipt of the complete form.

2. Effective Referral:

2.1. An Effective Referral occurs only if the payment for the 3D printer is made after the date of proper registration of the referral.

2.2. A referral shall be deemed an Effective Referral if, as a result of it, the Referred Entity has purchased a printer from Sinterit's offering and the sales price has been fully paid and credited to the Organizer's account.

2.3. Validity of the referral. The registration of a Referred Entity is valid for 12 months from the date of proper registration. After this period, it expires and the Ambassador is not entitled to a Reward. Re-submission is permissible under the rules of these Terms and Conditions.

§3. Reward and its issuance

1. For each Effective Referral, the Ambassador shall receive a material Reward: 20 kg of powder or 18 kg of powder – depending on the type of powder selected in the referral form and the packaging capacity (selected powders are packaged in 10 kg units, others in 6 kg units).

2. The current list of powders and information on the number of kilograms granted for an Effective Referral are published and updated on the Program's website.

3. Shipping costs of the Rewards shall be borne by the Organizer. Customs duties, import taxes, and other public charges shall be borne by the Ambassador.

4. The Reward shall be issued within 30 business days from the date the payment is credited by the Referred Entity, unless another deadline related to the availability of the given powder is indicated on the Program's website. Issuance shall mean the dispatch of the Reward to the carrier designated by the Organizer.

5. The Reward is not subject to exchange for a cash equivalent or any other goods; the return of powder is prohibited. In particular, consumer withdrawal provisions shall not apply, as the Ambassador is not a consumer.

6. In the event of temporary unavailability of the selected powder, the Organizer may offer an equivalent powder from the Program list or arrange shipment once stock is replenished.

§4. Rejection of referral and exclusions

1. The Organizer reserves the right to reject any referral that violates these Terms and Conditions, in particular where the Referred Entity was already known to the Organizer or its Authorized Distributors or Authorized Representatives, or was engaged in commercial discussions with them at the time of submission.

2. No Reward shall be granted for referrals made by entities under common control with or capital-related to the Referred Entity, nor for so-called self-referrals.

3. The Referred Entity does not receive any gifts or additional benefits in connection with a purchase made on the basis of a referral.

§5. Ethical rules and legal compliance

1. The Ambassador undertakes to comply with regulations concerning anti-spam forms of contact (e.g., cold mailing/telemarketing) and to disclose the true nature of the referral.
2. The Organizer may exclude from the Program entities that violate good practices, the rights of third parties, sanction regulations, or regulations governing the trade of goods of strategic importance.

§6. Taxes and public charges

1. The Organizer shall not be liable for any tax obligations of the Ambassador arising from participation in the Program and receipt of the Reward.
2. The Ambassador is obliged to independently settle all taxes, duties, and other public charges in accordance with the applicable provisions of law and the local jurisdiction of the authorities.

§7. Complaints

1. Complaints related to the Program may be submitted in writing to the Organizer's registered office address or by e-mail to: sales@sinterit.com.
2. Complaints shall be reviewed within 14 business days from the date of their receipt.
3. The Organizer's decision shall be delivered in written or electronic form.

§8. Processing of personal data

1. The Organizer is the controller of the Participants' personal data.
2. Categories of data: identification and contact details of the Ambassador (including the contact persons at the Ambassador) as well as identification and contact details of persons acting on behalf of the Referred Entity.
3. The Participants' personal data shall be processed for the following purposes: (a) implementation of the Program, including verification of compliance with its conditions and performance of the agreement (issuance of Rewards) or taking steps prior to entering into an agreement at the request of the Participant (Article 6(1)(b) and (f) GDPR), (b) compliance with the legal obligations imposed on the Organizer (Article 6(1)(c) GDPR), (c) conducting marketing activities in the event of voluntary consent and handling of the purchasing process (Article 6(1)(a) GDPR).
4. Providing personal data is voluntary, but necessary to participate in the Program. To the extent that processing is based on consent, Participants have the right to withdraw such consent.
5. Personal data may be shared with entities supporting the Organizer in the implementation of the Program (e.g., Authorized Distributors, Authorized Representatives, IT service providers, courier companies), to the extent necessary for the implementation of the Program.
6. Data may be transferred to countries outside the European Economic Area, subject to appropriate safeguards.

7. The Participant has the right to access their data, rectify it, erase it, restrict its processing, and object to its processing. Data will be stored for the duration of the Program and for the period of limitation of claims, and with respect to settlements – for the period required by law.
8. Any requests concerning personal data should be directed to the e-mail address: dane@sinterit.com.
9. Detailed information on the processing of personal data is included in the Manufacturer's Privacy Policy available at <https://sinterit.com/privacy-policy/>.
10. The Ambassador declares that they hold all legally required consents from the persons acting on behalf of the Referred Entity (contact persons) for the disclosure of their data to the Organizer and for its use by the Organizer and Authorized Distributors/Authorized Representatives for the purposes of implementing the Program, including for commercial contact.

§9. Amendments to the Terms and Conditions and communication

1. The Organizer reserves the right to amend the Terms and Conditions at any time, provided that the amendments do not infringe the rights of Participants acquired before their introduction. Amendments shall be effective from the moment of publication on the Program's website, unless the announcement states otherwise.
2. B Ongoing communication concerning the Program shall be conducted via the e-mail addresses and forms indicated on the Program's website.

§10. Final provisions

1. In matters not regulated by these Terms and Conditions, Polish law shall apply. All disputes shall be resolved by the common court having territorial jurisdiction over the Organizer's registered office or its legal successor.
2. If any provision of the Terms and Conditions is found to be invalid, the remaining provisions shall remain in force, and the invalid provision shall be replaced by a valid one that most closely reflects the economic purpose of the Terms and Conditions.
3. In the event of any discrepancies between language versions, the Polish version shall prevail.
4. The Terms and Conditions shall enter into force on 29 September 2025 and shall remain in effect for an indefinite period.