

Terms and Conditions of the "Fagron Run 3rd Edition" Sports Challenge

§ 1. General Provisions and Definitions

This document (hereinafter: the "Terms and Conditions") sets out the rules and conditions for participating in the virtual sports event named "Fagron Run 3rd Edition" (hereinafter: the "Challenge").

The organizer of the 3rd edition of the virtual challenge "Fagron Run" is Fagron Sp. z o.o. with its registered office in Kraków at ul. Pasternik 26, 31-354 Kraków, and the Fagron Foundation Together with its registered office in Modlniczka at ul. Komandosów 1/4, 32-085 Modlnica, Poland, entered into the National Court Register under the KRS number: 0000970136, holding NIP (Tax ID): 5130278529 and REGON: 521957080 (hereinafter: the "Organizer").

The central operational platform of the Challenge, used for registration, verification of results, and communication with Participants, is the website available at fagronrun.com (hereinafter: the "Platform").

The aim of the Challenge is the integration of Fagron Group employees, the promotion of health-oriented attitudes, and the support of the Foundation's charitable and statutory goals through physical activity.

For the purposes of these Terms and Conditions, the following definitions apply:

- **Participant** – a person entitled to participate in the Challenge in accordance with § 3, who has successfully registered on the Platform.
- **Activity** – physical effort performed by the Participant in one of the permitted disciplines (§ 4), registered and verified in accordance with the requirements of the Terms and Conditions.
- **Challenge** – the virtual sports event named "Fagron Run 3rd Edition".
- **Force Majeure** – an external, extraordinary, and unavoidable event, including in particular: war, riots, natural disasters, epidemics, destruction of technical infrastructure by lightning or fire, as well as actions of authorities preventing the Challenge from being held.
- **Platform** – <https://fagronrun.com/>
- **Foundation** – the charitable organization Fagron Foundation Together with its registered office in Modlniczka at ul. Komandosów 1/4, 32-085 Modlnica, Poland, entered into the National Court Register under the KRS number: 0000970136, holding NIP: 5130278529 and REGON: 521957080.

§ 2. Date and Area of the Challenge

- The Challenge lasts continuously for 21 days (3 weeks).
- The period for completing and registering Activities is from **05.09.2026** to **27.09.2026**.
- Due to the virtual nature of the Challenge, Activities may be carried out anywhere in the world, provided the Participant strictly complies with local laws, including traffic regulations.

§ 3. Conditions of Participation and Registration

Only the following persons are entitled to participate in the Challenge:

- Employees of entities belonging to the Fagron Group and their family members.

Additionally, in Poland, Participants may also be individuals invited by the Organizer who are members of the "Receptura apteczna dla farmaceuty" social group.

Registration takes place exclusively via the Platform. The Participant is obliged to provide their: first name, last name, country, company branch name, and add a profile picture. If the participant is a guest invited to the run, they must select the "Guest" option.

Each Participant's profile is subject to a manual verification and approval process by the Organizer. The Organizer will make every effort to complete the verification within 48 business hours from the time of registration. Only after receiving the "Approved" status is the Participant entitled to start the Challenge.

Basic registration is free of charge.

§ 4. Sports Rules and Disciplines

The permitted disciplines within the Challenge are: swimming, running, and cycling.

Participants pursue a common sports goal: covering a total, cumulative distance of 5,000 km by all registered Participants during the Challenge.

Fagron Virtual Triathlon: This is an optional supplementary challenge. The status of a triathlete is awarded to a Participant who, during the Challenge, registers at least one Activity (of any distance) in each of the three disciplines mentioned in paragraph 1.

§ 5. Result Registration and Verification System

The results of Activities must be entered by the Participant onto the Platform immediately after their completion.

The Organizer establishes two methods for verifying Activities:

- **Link from the Strava application:** Through direct integration of the Platform profile with the Participant's Strava account. A Participant using this method is also subject to the terms and privacy policies of the Strava application provider.
- **Manual verification:** Requiring simultaneously: (a) sending a graphic file (screenshot from a GPS application, photo of a sports watch face) confirming the distance and time, and (b) manually entering these parameters into the form on the Platform.

The Organizer reserves the right to reject results that raise reasonable doubts as to their authenticity, particularly in cases of suspected use of motor vehicles or mechanical means of transport.

In the event of repeated attempts to enter manipulated GPS data or false graphic files, the Organizer reserves the right to permanently remove the Participant's profile from the Platform.

§ 6. Charitable Donations and Souvenirs

Upon the Organizer's official confirmation of achieving the global sports goal (5,000 km), Fagron Sp. z o.o. and Fagron Services Northern Europe Sp. z o.o. commit to making a joint donation of 2,000 EUR to the Foundation. These funds will be entirely allocated to a charitable cause

designated by the Organizer. The aforementioned corporate pool operates independently of individual, voluntary donations made by Participants.

The Challenge allows for additional, direct financial support for the Foundation through voluntary donations, the entire proceeds of which will be allocated to the fulfillment of the Foundation's statutory and charitable goals. The payment operator is an external payment gateway, and the funds are deposited directly into the Organizer's bank account.

Making a minimum donation of 15 EUR entitles the Participant to receive a virtual commemorative medal on the Platform as well as a physical commemorative medal. The medal will be sent to the address of the Participant's employer - a Fagron Group company, or to the Participant's private address.

Legal notice: The physical commemorative medal is a free gift, constituting a free-of-charge occasional benefit of negligible material value and a form of gratitude for the donation made. The Organizer declares that it does not conduct commercial sales of medals. The donation does not constitute payment for goods within the meaning of the provisions on value-added tax (VAT), and the medal is not a commercial good. The Organizer does not issue VAT invoices for donations.

§ 7. Health Declarations and Insurance

- The Participant declares that they have up-to-date medical examinations and no medical contraindications to practicing amateur sports in the selected disciplines.
- The Participant acknowledges that participation in the Challenge involves an inherent risk of accidents, bodily injury, and physical trauma (including death), as well as the occurrence of severe physical fatigue.
- The Organizer does not provide participants with medical care, rescue services, or medical transport in the event of injury.
- The Organizer does not provide Personal Accident Insurance (NNW) or life insurance. Participants take part in the Challenge voluntarily and entirely at their own risk, assuming all risks associated with the physical activity performed. It is recommended to obtain appropriate insurance on one's own.

§ 8. Liability and Safety

Subject to mandatory provisions of law (including the inability to exclude liability for damages caused intentionally), the Organizer is not liable for accidents, injuries, traumas, or material damages occurring on the routes chosen by the Participants.

The Participant is obliged to navigate safely, taking into account weather conditions and the terrain.

The Participant acknowledges that the Challenge is not carried out during working hours and cannot be treated as the performance of official duties; in particular, potential health incidents will not be treated as accidents at work.

The Organizer is not responsible for technical errors preventing the registration of Activities, including in particular: GPS system failures, data transmission issues to the fagronrun.com website, discharging of mobile devices, or errors in the operation of external sports applications.

§ 9. Personal Data and Image Consent

The administrator of the Participants' personal data is the Organizer, Fagron Sp. z o.o.

The legal basis for data processing for the purposes of creating an account, organizing the Challenge, and publishing rankings is Article 6(1)(f) of the GDPR, i.e., the legitimate interest of the Administrator consisting in the implementation of statutory goals, community integration, and health promotion.

Given that the submitted personal data and training parameters (distance, pace, GPS routes) are processed solely on the basis of the Participant's explicit consent, in accordance with Article 9(2)(a) of the GDPR. This consent is expressed by accepting a dedicated declaration during account registration. The Participant has the right to withdraw their consent at any time, which will result in the deletion of their account.

The Organizer's privacy policy is available at: https://fagron.pl/zasady_prywatnosci

Registration on the Platform is equivalent to accepting the publication of the following data in the Challenge rankings: first name, last name, country, branch, profile picture, and achieved sports results.

§ 10. Final Provisions

In matters not covered by these Terms and Conditions, only the provisions of Polish law apply, in particular the Polish Civil Code.

The Organizer reserves the right to amend the Terms and Conditions for important organizational, legal, or technical reasons, with appropriate advance notice.

The Organizer is not responsible for the inability to conduct the Challenge in the event of Force Majeure. In such a case, donations are not refundable, and the funds remain at the Organizer's disposal for statutory purposes.

Any disputes arising from the implementation of the Challenge will be resolved amicably by the Organizer in the first instance.

The Terms and Conditions enter into force on the date of their publication on the Platform.