TERMS AND CONDITIONS OF "YOUR FIRST HOME” **PROMOTION**

§ 1**.** GENERAL PROVISIONS

1. The organiser of the promotion entitled “Your First Home” (hereinafter referred to as the “**Promotion**”) is HREIT Spółka Akcyjna, with registered office in Warsaw, ul. Jana i Jędrzeja Śniadeckich 10, REGON (National Business Registry Number) 380873593, NIP (Tax ID): 5252757857, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS (National Court Register) 0000741906, share capital PLN 100,000.00, with the participation of companies with personal or capital links to the Organiser.
2. The Promotion is taking place from 28 March 2023 to 30 June 2023 or until the pool of available Units has been exhausted (hereinafter referred to as the “**Promotion** **Duration**”) in the territory of the Republic of Poland, and shall apply to investment projects carried out:
   1. in **Bytom,** ul. Armii Krajowej, by the Organiser, under the trade name “Silver Apartments”,
   2. in **Bieńkowice** near Wrocław, by WROCŁAW BIEŃKOWICE Spółka z ograniczoną odpowiedzialnościąwith registered office at: 00-656 Warsaw, ul. Jana i Jędrzeja Śniadeckich 10, entered in the Register of Entrepreneurs of the National Court Register under KRS no.: 0000853972, REGON (National Business Registry Number): 386751313, NIP (Tax ID): 7010993360, under the trade name “Green City - Phase I and Phase II”,
   3. in **Gliwice,** ul. Dąbrowskiego, by Dąbrowskiego 8 spółka z ograniczoną odpowiedzialnością with registered office in Warsaw, ul. Jana i Jędrzeja Śniadeckich 10, entered in the Register of Entrepreneurs kept by the District Court of the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000847184, NIP (Tax ID): 7010987537, REGON (National Business Registry Number): 386357421, under the trade name “Dąbrowskiego Apartments”,
   4. in **Kraków,** ul. Pachońskiego, by the Organiser, under the trade name “Pachońskiego Sky” (Building B2),
   5. in **Łódź,** ul. Tuwima 95, by Apartamenty Tuwima Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw(00-656) at ul. Jana i Jędrzeja Śniadeckich 10, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XII Commercial Division of the National Court KRS number: 0000799393, REGON (National Business Registry Number): 384128053, NIP (Tax ID): 7010940613, under the trade name “Tuwima Sky”,
   6. in **Łódź,** ul. Kilińskiego 210, by Łódź Kilińskiego Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki(05-100) at ul. Warszawska 8/U3, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XIV Commercial Division of the National Court KRS number: 0000859959, NIP (Tax ID): 531170948, REGON (National Business Registry Number): 387052847, under the trade name “Kilińskiego Apartments” (Building 1 consisting of Segments: A, B, C, Building 2 marked D),
   7. in **Łódź,** ul. Łozowa/Mirabelki/Zgierska, by Łozowa 48 Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki (05-100) at ul. Warszawska 8/U3, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XIV Commercial Division of the National Court KRS number: 0000882328, REGON (National Business Registry Number): 388146467, NIP (Tax ID): 5311710350, under the trade name “Łozowa Apartments”,
   8. in **Nowy Dwór Mazowiecki**, ul. Warszawska by WARSZAWSKA 1 Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki(05-100) at ul. Warszawska 8/U3, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XIV Commercial Division of the National Court KRS number: 0000855389, REGON (National Business Registry Number): 386796801, NIP (Tax ID): 5311709192, under the trade name “Warszawska Sky – Phase I”,
   9. in **Nowy Dwór Mazowiecki**, ul. Warszawska by Aurent Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (00-656) ul. Jana i Jędrzeja Śniadeckich 10, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XII Commercial Division of the National Court KRS number: 0000767378, REGON (National Business Registry Number): 382349459, NIP (Tax ID): 7010902587, under the trade name “Warszawska Sky – Phase II”,
   10. in **Nowy Dwór Mazowiecki**, ul. Złota by Złota 1 Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki(05-100) at ul. Warszawska 8/U3, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XIV Commercial Division of the National Court KRS number: 0000858023, REGON (National Business Registry Number) 386972391, NIP (Tax ID) 5311709341, under the trade name “Apartamenty Złota” (Z2),
   11. in **Nowy Dwór Mazowiecki**, ul. Wspólna by Apartamenty na Wspólnej Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki (05-100) at ul. Warszawska 8/U3, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, in XIV Commercial Division of the National Court KRS number: 0000880830, NIP (Tax ID): 5311710290, REGON (National Business Register) 388075247, under the trade name “Wspólna Apartments”,
   12. in **Opole,** ul. Barona, by Apartamenty Barona Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at ul. Jana i Jędrzeja Śniadeckich 10, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000806380, NIP (Tax ID): 7010948023, REGON (National Business Registry Number): 38451604500000, under the trade name “Barona Apartments – Phase II”,
   13. in **Oświęcim** near ul. Batorego, by Młynówka Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowieckiat ul. Warszawska 8 lok. U3, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000848969 NIP: 7010989051, REGON (National Business Registry Number): 386457223, under the trade name “Młynówka Apartments” (Phase MW3a),
   14. in **Oświęcim** near ul. Batorego, by Apartamenty Młynówka Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowieckiat ul. Warszawska 8 lok. U3, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000848969 NIP: 7010989051, REGON (National Business Registry Number): 386457223, under the trade name “Młynówka Apartments” (Phase 4MWb),
   15. in **Poznań-**Skórzewo, ul. Poznańska, by Poznań Skórzewo Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at ul. Jana i Jędrzeja Śniadeckich 10, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000848726, REGON (National Business Registry Number): 386454124, NIP (Tax ID): 7010989022, under the trade name “Cisowa Apartments” (Phase 1),
   16. **in Ruda Śląska,** at ul. Jerzego Ziętka, by the Organiser, under the trade name “Ziętka Apartments” (Phase I),
   17. in **Rumia,** ul. Formeli 17, by Lotnisko Park spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw(00-656), ul. Jana i Jędrzeja Śniadeckich nr 10, entered by the District Court for the Capital City of Warsaw in Warsaw XII Economic Division of the National Court Register into the Register of Entrepreneurs under KRS number 0000795862, REGON 383933864, NIP 7010936712, under the business name “Formeli 17 - Phase I and Phase II”,
   18. in **Rzeszów,** ul. Krogulskiego, by the Organiser, under the trade name “Krogulskiego Apartments”,
   19. in **Rzeszów,** ul. Podwisłocze, by Resovia Sky Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki at ul. Warszawska 8 lok. U3, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, KRS number: 0000888305, NIP (Tax ID): 5311710611, REGON (National Business Registry Number): 388406081, under the trade name “Resovia Sky”,
   20. in **Sosnowiec,** ul. Dobrzańskiego, by Apartamenty Dobrzańskiego Spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowieckiat ul. Warszawska 8 lok. U3, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, KRS number: 0000931401, REGON (National Business Register): 520395645, NIP (Tax ID): 5311712863, under the trade name “Dobrzańskiego Apartments”,
   21. in **Sosnowiec,** ul. Ostrogórska, by Sosnowiec Ostrogórska spółka z ograniczoną odpowiedzialnościąwith its registered office in Nowy Dwór Mazowiecki /05-100/ at ul. Warszawska 8 lok. U3, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, KRS number: 0000903783, REGON (National Business Registry Number): 389143270, NIP (Tax ID): 5311711591, under the trade name “Ostrogórska Apartments” (Building 1),
   22. in **Świdnica,** ul. Parkowa**,** by Parkowa Świdnica spółka z ograniczoną odpowiedzialnością with registered office in Warsaw, ul. Jana i Jędrzeja Śniadeckich 10, entered in the Register of Entrepreneurs kept by the District Court of the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, KRS number: 0000866024, NIP (Tax ID): 7011002130, REGON (National Business Registry Number): 387413400, under the trade name “Parkowa Apartments” (Building A and Building B),
   23. in **Wieliszew,** ul. Kościelna, by Apartamenty Wieliszew spółka z ograniczoną odpowiedzialnością with its registered office in Nowy Dwór Mazowiecki at ul. Warszawska 8 lok. U3, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, KRS number: 0000932605, REGON (National Business Registry Number): 520449619, NIP (Tax ID): 5311712969, under the trade name “Baczyńskiego Apartments”,
   24. in **Zacharzyce** near Wrocław, by WROCŁAW ZACHARZYCE Spółka z ograniczoną odpowiedzialnością with registered office at: 00-656 Warsaw, ul. Jana i Jędrzeja Śniadeckich 10, entered in the Register of Entrepreneurs of the National Court Register under KRS no.: 0000835826, REGON (National Business Register): 385853649, NIP (Tax ID): 7010976982, under the trade name “Apartamenty Kościuszki (Phase I and Phase II)”,

(hereinafter: “**Investment**”).

1. The Organiser indicates that the possibility to benefit from the Promotion depends on the availability of Units, and thus only those Units which are not already reserved or for which no development agreements have been concluded are covered by these Terms and Conditions. A change in the status of a Unit during the Promotion means the Unit may be covered again by the Terms and Conditions of the Promotion at the discretion of the Organiser.
2. The Promotion is directed to natural persons, having full legal capacity, performing legal actions with the Organiser - or with a company with personal or capital links to the Organiser (hereinafter referred to as the “**Developer**”), who will sign a development agreement for the Unit as part of the Investment (hereinafter referred to as the “**Participants**”).
3. The Terms and Conditions define the rules of participation in the organised Promotion and describe the relevant rules of conduct, which the Participant is obliged to accept at the time of participating in the Promotion.
4. Participation in the Promotion is voluntary and the parties in the development agreement may, on the basis of freedom of contract, agree on different terms of concluded agreements.

§ 2**.** CONDITIONS FOR PARTICIPATION IN THE PROMOTION

1. In order to participate in the Promotion, the Participant is required collectively to:
   1. enter into a reservation agreement with the Developer for a standalone residential unit indicating that the agreement is subject to the Terms and Conditions of the Promotion, within a period not exceeding 28 March 2023 to 30 June 2023,
   2. pay the reservation fee in the amount of PLN 1,000.00 (one thousand złoty) at the time of conclusion of the reservation agreement,
   3. submit at the time of signing the reservation agreement (or, if there was no reservation agreement signed, only a development contract - at the time of signing the development contract) with the Developer a declaration of participating in the Promotion, which forms Attachment No. 1 to these Terms and Conditions, and a declaration of having read and accepted the Terms and Conditions of the Promotion, which forms Attachment No. 2 to these Terms and Conditions,
   4. enter into a development agreement with the Developer, within the meaning of Article 3(5) of the Act of 16 September 2011 on the protection of the rights of a purchaser of a residential unit or single-family home or the Act of 20 May 2021 on the protection of the rights of a purchaser of a residential unit or single-family home and the Developer Guarantee Fund (Journal of Laws 2021.1177, as amended) [depending on the choice of investment project, a different law applies], within the time limit specified in the reservation agreement, at the notarial office selected by the Developer.
2. The Promotion cannot be combined with other promotions of the Organiser (or of a company with personal or capital links to the Organiser) and the price of the unit covered by the development agreement should be the regular price, i.e. it cannot include any discounts.
3. At the same time, the Terms and Conditions of the Promotion shall be attached to each executed reservation contract (as well as to developer contract) together with Appendixes no. 1 and no. 2 to the Promotion Terms and Conditions, i.e. a declaration of participating in the Promotion and a declaration of having read and accepted the Promotion Terms and Conditions.
4. The Promotion is directed exclusively to new customers who meet the conditions specified in § 2 of the Terms and Conditions during the Promotion period. The term new customer shall mean a person who has not entered into a reservation agreement or a development agreement with the Organiser or the Developer for any of the investments listed in § 1.2 of these T&Cs before 28 March 2023.

§ 3**.** PROMOTION

1. The Participant in the Promotion is entitled, upon fulfilment of the conditions of participation in the Promotion, to conclude:
   1. development agreement including the right to withdraw from the development agreement by 31 August 2023. in the event of failure to obtain financing, without the obligation to pay a contractual penalty to the Developer on this account, whereas the exercise of this right will depend on the submission of 3 negative (refusal) mortgage decisions issued to the Participant by 3 independent banks and may involve the necessity to reimburse the Developer for the costs of the notarial deed for the concluded development agreement incurred by the Developer (i.e. court fee, notary fees, tax on goods and services). In the event of withdrawal from the development agreement for the abovementioned reason, the Participant (a party to the reservation contract or, if there was no previously signed reservation contract but only a development contract - a party to the development contract) shall be entitled to a refund of the reservation fee and the funds paid up to the date of withdrawal.
2. The Promotion applies to the conclusion of development contracts only, i.e. it does not include preliminary contracts.

§ 4**.** PERSONAL DETAILS

1. The Controller of the personal data of the Promotion Participants is the Organiser (hereinafter: Controller). The Controller can be contacted by e-mail: [promocja@hreit.pl](about:blank)
2. The Participants' personal data will be processed by the Controller in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) - hereinafter referred to as: “GDPR”.
3. Personal data will be processed for the following purposes and on the following legal bases:
   1. Entering the Participant in the Promotion and enforcing the Terms and Conditions of the Promotion accepted by the Participant (including in order to take advantage of the Promotion, to process complaints and to fulfil other rights and obligations under the Terms and Conditions). The legal basis for processing personal data for the aforementioned purpose is Article 6(1)(b) GDPR;
   2. Investigating and defending possible claims on the basis of Article 6(1)(f) GDPR, which constitutes a legitimate interest of the Controller;
   3. Fulfilment of the Controller’s legal obligations in terms of taxation and reporting, on the basis of Article 6(1)(c) GDPR;
   4. Conducting marketing activities for the Organiser without the use of electronic communication means on the basis of Article 6(1) (f) GDPR, which constitutes the legitimate interest of the Controller.
   5. Subject to the Participant’s consent - in order to conduct marketing activities for the Controller using means of electronic communications, on the basis of Article 6(1)(a) GDPR. The data will be processed for this purpose until consent is withdrawn.
4. The Participants’ data may be transferred to the following categories of entities:
   1. Entities providing necessary services to the Controller, e.g. providers of external IT systems. These entities are linked to the Controller by contractual agreements under which they are obliged to act in accordance with the instructions of the Controller and not to use personal data for their own purposes;
   2. State authorities or other entities authorised by law;
   3. The relevant company with personal or capital links to the Organiser, which is responsible for the sale of the unit and is indicated in the reservation contract. The legal basis for the transfer of the Participant’s personal data in this case is Article 6(1)(b) GDPR, i.e. the necessity of processing the data to take action before entering into a contract with the Participant, as requested by the Participant.
5. Each Participant has the right to access their data, the right to rectification, erasure, restriction of processing, the right to lodge an objection to the processing of data, and the right to withdraw consent at any at any time without affecting the lawfulness of processing carried out on the basis of the consent before its withdrawal (insofar as the processing in question is carried out on the basis of consent). Please be advised that the conditions for the exercise of the aforementioned rights are set out in the provisions of the law, so that these rights are not absolute. In order to exercise these rights, please contact us at [promocja@hreit.pl](about:blank).
6. Personal data of the Participants will not be transferred to third countries or international organisations.
7. Personal data will not be subject to profiling or the basis for automated decision-making in relation to Participants.
8. The retention period for Participants’ data depends on the purpose for which the data is processed. As a general rule, the Organiser will retain Participants’ data until the expiry of the periods for keeping accounting and reporting records in accordance with tax law and accounting regulations.
9. In the event of any doubt as to the correctness of the processing of Participants' data by the Controller, the Participant has the right to lodge a complaint with the supervisory authority.
10. Participants whose personal data has changed after it was communicated to the Controller are obliged to notify the aforementioned change immediately in writing or electronically and provide the new personal data if the change of personal data prevents the delivery of correspondence.
11. The provision of personal data is voluntary, but is a condition for taking part in the Promotion. Failure to provide personal data makes it impossible to take part in the promotional campaign.

§ 5**.** COMPLAINTS

1. All complaints should be reported to the Organiser within 14 days of the conclusion of the development agreement at the latest.
2. The deadline is determined by the date on which the complaint is sent.
3. Complaints in writing must be sent by registered mail to the Organiser’s address, i.e. HREIT S.A. ul. Jana i Jędrzeja Śniadeckich 10, 00-656 Warsaw, marked as “Twoje pierwsze mieszkanie” (Your First Home).
4. The complaint procedure is voluntary and does not exclude the Participant’s rights granted under applicable law.
5. The complaint should obligatorily contain: first name, surname, the exact address of the Participant, optionally the Participant’s e-mail address, as well as a precise description of the reason for the complaint and the specified behaviour by the Organiser.
6. The Participant will be informed in writing of the outcome of the complaint immediately, but no later than within 14 days of the date of lodging the complaint.
7. The handling of the complaint exhausts the complaint procedure conducted by the Organiser.
8. The rules for making and dealing with complaints set out in the Terms and Conditions do not in any way limit the Participant's right to bring a claim before a competent court of law.

§ 6**.** OTHER PROVISIONS

1. The Organiser shall have the right, at any time during the Promotion, to exclude a Participant from participating in the Promotion if the Organiser suspects that the Participant is acting contrary to these Terms and Conditions after conducting an investigation procedure confirming that violations have been committed.
2. If the Organiser has a reasonable suspicion that a Participant is acting in breach of the T&Cs, after an investigation has been conducted, the Organiser shall present the results of the investigation to the Participant.

§ 7**.** FINAL PROVISIONS

1. These Terms and Conditions shall be attached to each executed reservation contract (as well as to developer contract) together with Appendixes no. 1 and no. 2 to the Promotion Terms and Conditions, i.e. a declaration of participating in the Promotion and a declaration of having read and accepted the Promotion Terms and Conditions. These Terms and Conditions are also available at the Organiser’s sales offices (or at the sales offices of companies with personal or capital links to the Organiser).
2. The Organiser reserves the right to change the Terms and Conditions of the Promotion during the period of the Promotion, if it is justified by the purpose of the Promotion and does not negatively affect the terms and conditions of participation in the Promotion, with the provision that such changes cannot violate already acquired rights of the Participants in the Promotion. All Participants will be notified of this fact by way of sending information in the form of an e-mail to the e-mail address provided by the Participant in the reservation contract.
3. The rules of the Promotion are set out exclusively in these Terms and Conditions. All promotional and advertising material is for information purposes only.
4. In the event of breach of these Terms and Conditions by a Participant, the Organiser shall be entitled to exclude them from the Promotion.
5. In matters not regulated by these Terms and Conditions, the relevant provisions of civil law and other laws shall apply.

Appendix No. 1 to the Terms and Conditions of the Promotion

Declaration of Participating in the Promotion:

……………………………………………….

(place, date)

……………………………………..

(full name)

……………………………………..

(street)

……………………………………

(city and postcode)

*…………………………………..*

*(PESEL)[[1]](#footnote-2)*  
…………………………………

(e-mail address)[[2]](#footnote-3)

DECLARATION OF PARTICIPATING IN THE PROMOTION

I, ……………………………………………….. (full name) residing at ………………………………………………… in ……………………..……. /...-.../ hereby declare my participation in the promotion entitled “Your First Home” for the investment project being carried out in ......................................... at ul. ………...................................................... by ......................................................................................,under the trade name of “...........................................................................................”[[3]](#footnote-4).

………………………..

Participant's signature

Appendix No. 2 to the Terms and Conditions of the Promotion

Declaration of Having Read and Accepted the Terms and Conditions of the Promotion

……………………………………………….

(place, date)

……………………………………..

(full name)

……………………………………..

(street)

……………………………………

(city and postcode)

*…………………………………..*

*(PESEL)[[4]](#footnote-5)*

*…………………………………*

*(e-mail address)[[5]](#footnote-6)*

**DECLARATION OF HAVING READ AND ACCEPTED THE TERMS AND CONDITIONS OF THE PROMOTION.**

I, ………….. (full name) residing at ......................................... in …………………………...... /...-.../ hereby declare   
that I have familiarised myself[[6]](#footnote-7) with the Terms and Conditions of “Your First Home” Promotion for the investment project carried out in ................................................ at ul. ....................................................... by ...................................................................,under the trade name “.....................................[[7]](#footnote-8)” and I accept its Terms and Conditions.

………………………………………..

Participant's signature

1. Due to the potential coincidence of name and surname with other Participants, it is preferable to provide Participant identification data, e.g. PESEL (Personal ID Number). However, this is not obligatory data, i.e. the Participant does not have to provide this data. [↑](#footnote-ref-2)
2. The e-mail address is needed for the purpose of providing information about changes to the Terms and Conditions or for ongoing communication. [↑](#footnote-ref-3)
3. Please enter the city, street name, Developer's details and the trade name of the investment project to which the Declaration relates. [↑](#footnote-ref-4)
4. Due to the potential coincidence of name and surname with other Participants, it is preferable to provide Participant identification data, e.g. PESEL (Personal ID Number). However, this is not obligatory data, i.e. the Participant does not have to provide this data. [↑](#footnote-ref-5)
5. The e-mail address is needed for the purpose of providing information about changes to the Terms and Conditions or for ongoing communication. [↑](#footnote-ref-6)
6. Delete as appropriate [↑](#footnote-ref-7)
7. Please enter the city, street name, Developer's details and the trade name of the investment project to which the Declaration relates [↑](#footnote-ref-8)