



## Terms of Service of the "Report a bike" campaign

Valid from 30 June 2020

### I. General provisions

1. These Terms of Service determine the rules and conditions of using the "Report a bike" campaign, which has been launched and is currently implemented in the bike sharing systems of the operator - Nextbike Polska S.A. w restrukturyzacji (in restructuring) and its subsidiaries. The "Report a bike" campaign shall last until its cancellation.
2. The Terms of Service, along with the Transparency Policy are made available free of charge on the following website: [www.zglosrower.pl](http://www.zglosrower.pl) in a manner allowing for reading, obtaining, reproducing and recording these documents. Moreover, these documents can be obtained at the office of Nextbike Polska S.A. w restrukturyzacji (in restructuring), with its registered office in Warsaw, ul. Przasnyska 6b, KRS: 0000646950, NIP: 8951981007, REGON: 021336152.

### 3. Contact:

Nextbike Polska S.A. w restrukturyzacji  
ul. Przasnyska 6b  
01 – 756 Warszawa  
e-mail: [zglosrower@nextbike.pl](mailto:zglosrower@nextbike.pl)  
tel.: +48 22 244 13 13

### II. Definitions

1. **Terms of Service** – these Terms of Service that determine the rules and conditions of the "Report a bike" campaign, especially the conditions, scope of rights and obligations of persons participating in the campaign. By joining the campaign, the Participant accepts these Terms of Service. Acceptance of the provisions of the Terms of Service and fulfilment of all conditions determined therein are the basis for receiving a Promotional Voucher, under the conditions specified in the Terms of Service.
2. **Operator** – Nextbike Polska S.A w restrukturyzacji, ul. Przasnyska 6b, 01-756 Warszawa, entered into 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, under the KRS no. 0000646950, REGON 021336152, NIP 8951981007, as well as subsidiaries of Nextbike Polska S.A w restrukturyzacji, which are the operators of public bike systems.
3. **Abandoned bike** – a bike for which the factual circumstances indicate that it is a bike without an owner, especially when it has been left outside the area of a bike Station, when it is damaged or shows any signs of devastation. This campaign does not apply to the bikes from the following systems: Rowerowe Łódzkie, Wrocławski Rower Miejski, „BiKeR” Białostocka Komunikacja Rowerowa and PRM4G bikes from the Poznański Rower Miejski. The Operator allows for the possibility of periodic inclusion of PRM4G bikes from the Poznański Rower Miejski. Each such periodic inclusion requires a change to the Terms of Service or it will be communicated in the form of separate terms of service of the promotional campaign.
4. **Participant** – a person who has accepted the Terms of Service and reported finding a bike or its return to the Station.
5. **User** – participant of the "Report a bike" campaign, who accepted the Terms of Service and reported finding a bike, and who also has an account in one of the Operator's systems.
6. **Station** – set of bike stands, along with the devices for self-registration in the system and for renting bikes through the Terminal. The use of a Station, including securing an abandoned bike in it, is possible only during the bike season in a given city.



7. **User Account** – personal account of a User, created during registration for the purposes of using the Operator's System, as well as for topping up.
8. **Promotional Voucher** – non-returnable voucher for a specific amount of money, which may be granted to the Users by the Operator and which allows them to top up the User Account. The funds from vouchers are used first, before the funds paid in by the User. The funds from the vouchers are granted in the amount of:
  - a. **5 PLN**, if the User will:
    - i. indicate the place, where the abandoned bike is located, and will secure it by installing a clamp (if it is included in its equipment) on the bike and fastening it in a manner that will make it impossible to take the bike by unauthorised persons, and then the Maintenance Service will collect the bike from the location indicated by User,
  - b. **10 PLN**, if the User will:
    - i. bring the bike to the Station and will properly attach the bike to the electric lock,
    - ii. bring the bike to the Station and will secure it by installing a clamp (if it is included in its equipment) on the bike and fastening it in a manner that will make it impossible to take the bike by unauthorised persons, and then the Maintenance Service will confirm the presence of a given bike at the indicated Station.

### III. General rules for using the "Report a bike" campaign

1. The conditions that must be met in order to receive a Promotional Voucher are as follows:
  - a. reporting of finding an abandoned bike of the Operator (it does not apply to the bikes from the following systems: Rowerowe Łódzkie, Wrocławski Rower Miejski, „BiKeR” Białostocka Komunikacja Rowerowa, PRM4G bikes from the Poznański Rower Miejski - subject to section II.3 of these Terms of Service),
  - b. having an active account in one of the Systems operated by the Operator,
  - c. no debt collection is carried out in regard to the User Account,
  - d. the User must have a balance on the account in the amount of the minimum balance required in a given System, in accordance with the System's terms of service (i.e. not less than 0 PLN / 10 PLN / 20 PLN, depending on the System in which the User is registered),
  - e. the User Account must include all data required by the terms of service in a given System, including a parental consent in the case of minor Users (i.e. those who are at least 13 years of age and under 18 years of age).

The above-mentioned conditions must be met jointly during awarding of the Promotional Voucher.

2. Submission of report about an abandoned bike can be carried out:
  - a. via phone +48 22 244 13 13,
  - b. via website [www.zglosrower.pl](http://www.zglosrower.pl), with the use of application form,
  - c. via Nextbike mobile application,
  - d. via e-mail to the address indicated in the terms of service of a given System,
  - e. via website of a given System,
  - f. via the account of Nextbike Polska w restrukturyzacji (in restructuring) on Facebook, by sending a private message to the user named Nextbike Polska.
3. In order to submit a correct notification about an abandoned bike and to obtain a Promotional Voucher, the User is obliged to provide the following information: address where the bike is located, contact to the person reporting it, i.e. telephone number. Optionally, the User may indicate the bike's serial number, comments to the report, as well as post a photo of abandoned bike or the place, in which such bike is located.



4. In the case, when more than one User reports the same abandoned bike, then the Promotional Voucher is granted to the User who first submitted the report.
5. The User Account is topped up with a Promotional Voucher within 72 hours, counted from the moment when the reported bike is collected by the Maintenance Service from the location indicated by the User, or in the case of attaching the reported bike to the electric lock, from the moment when the User attaches such bike to the electric lock at the Station.
6. Your account may be topped up with the use of two methods:
  - a. by crediting the Client Account with a Promotional Voucher amount by the Operator;
  - b. by sending a coupon to the User's e-mail address with a value equal to the amount of the Promotional Voucher. The User activates the coupon in accordance with the instructions contained in the above-mentioned e-mail. The coupon's activation time-limit will be indicated in the e-mail. Coupons can only be activated within the indicated activation time-limit. After its expiration, the coupon becomes invalid.
7. The Promotional Voucher can only be used for rides in the Operator's Systems.
8. The Promotional Voucher cannot be transferred to another User.

#### **IV. Responsibility**

1. In the case when User returns a bike to the Station by himself/herself:
  - a. Participant undertakes to return such bike in the same condition as it was at the time of finding,
  - b. Participants are forbidden to transport the System's bikes by car, by water tram or by other means of public transport.

#### **V. Complaints**

1. A complaint is the submission of request by the User to receive a Promotional Voucher, as well as any other requests of the User.
2. The complaints should contain at least the following data: telephone number, e-mail address, which will allow to identify the User. In the absence of data allowing for identification of the User, the Operator will leave such complaint without consideration.
3. All complaints concerning the services provided based on the Terms of Service may be submitted:
  - a. electronically to the following e-mail address: [zglosrower@nextbike.pl](mailto:zglosrower@nextbike.pl),
  - b. electronically via contact form on the website of a given system,
  - c. via mobile application,
  - d. via phone +48 22 244 13 13.
4. If the data or information included in the complaint need to be supplemented, the Operator will request the person submitting the complaint to supplement it in the indicated scope, before considering the complaint.
5. The recommended time-limit for filing a complaint is 7 days from the date of the event that caused a given complaint.
6. The operator will consider the complaint within 14 days from the date of its receipt or supplementation, however in the particularly complex cases - within 30 days. If it is necessary to supplement the complaint, the time-limit for considering the complaint starts to run from the date of delivery of supplementary documents or additional explanations/information to the Operator. In the case of inability to meet the time-limit for considering the complaint, the Operator will inform the User about the delay, with the indication of the reason for such delay (circumstances that must be determined) and the expected date of complaint consideration.



7. A response to the complaint will be sent to the User to the e-mail address indicated in the complaint.
8. A response of the Operator will include the Operator's position in regard to the complaint, justification and information about the appeal procedure.
9. The User has the right to appeal against the decision issued by the Operator. Such appeal will be considered within 14 days from the date of its receipt by the Operator. The appeal should be submitted with the use of one of the following methods:
  - a. electronically to the following e-mail address: [zglosrower@nextbike.pl](mailto:zglosrower@nextbike.pl),
  - b. electronically via contact form on the website of a given system,
  - c. via mobile application,
  - d. via phone +48 22 244 13 13.

## VI. Final Provisions

1. The applicable provisions of the law shall apply to matters not regulated in these Terms of Service, particularly the Civil Code and the Road Traffic Act.
2. These Terms of Service may be subject to change. The eligible Participants will be informed about the contents of changes by the Operator's posting of relevant information on the Operator's website, which will include a list of changes to the Terms of Service and which will be kept on the Operator's website for a period of at least 14 consecutive calendar days. Notification regarding changes to the Terms of Service will take place no later than 14 calendar days before the introduction of new content of the Terms of Service. The Terms of Service and the introduced changes are available on the following website: [www.zglosrower.pl](http://www.zglosrower.pl).

## VII. Personal Data

1. The Personal Data Controller of personal data of the "Report a bike" campaign's Participants shall be Nextbike Polska S.A. w restrukturyzacji (in restructuring) with its registered office in Warszawa (01-756), ul. Przasnyska 6b.
2. The Personal Data Controller may be contacted via e-mail: [daneosobowe@nextbike.pl](mailto:daneosobowe@nextbike.pl), via contact form at [www.nextbike.pl/kontakt](http://www.nextbike.pl/kontakt), via phone at +48 22 208 99 90 or in writing to the address of the registered office of Nextbike Polska S.A. w restrukturyzacji (in restructuring).
3. The Personal Data Controller has appointed a Data Protection Officer who can be contacted by the Participants via e-mail: [iod@nextbike.pl](mailto:iod@nextbike.pl), via contact form at [www.nextbike.pl/kontakt](http://www.nextbike.pl/kontakt), via phone at +48 22 208 99 90 or in writing to the address of Nextbike Polska S.A. w restrukturyzacji (in restructuring). The Data Protection Officer may be contacted in all matters associated with the processing of personal data and the use of rights related to the processing of personal data.
4. Personal data of the Participants will be processed in order to protect the Controller's financial interests – the legal basis for processing will be the Controller's legitimate interest; the Controller's legitimate interest is the protection of financial interests of Nextbike Polska S.A. w restrukturyzacji (in restructuring).
5. Personal data is processed:
  - a. in order to implement the "Report a bike" campaign in accordance with the provisions of the Terms of Service. The legal basis for data processing is the legitimate interest of Nextbike Polska S.A. w restrukturyzacji (article 6, section 1 (f) of the Regulation 2016/679 - hereinafter: "GDPR") consisting of implementation of the "Report a bike" campaign;
  - b. in order to determine the Participant's location, which at the same time is the location of an abandoned or damaged bike, provided that the Participant agrees to it. The legal basis for data processing is the Participant's consent (article 6, section 1 (a) of the GDPR) expressed by granting an access to the location of the Participant's device in web browser;



- c. in order to establish or pursue possible claims or to defend against such claims by Nextbike Polska S.A. w restrukturyzacji (in restructuring). The legal basis for data processing is the legitimate interest of Nextbike Polska S.A. w restrukturyzacji (article 6, section 1 (f) of the GDPR) consisting of determining or pursuing possible claims or defending against such claims by Nextbike Polska S.A. w restrukturyzacji.
6. Personal data of the Participants may be made available to the providers of IT services working on behalf of Nextbike Polska S.A. w restrukturyzacji (in restructuring).
  7. Personal data of the Participants will be processed for the period necessary to clarify the circumstances of the report regarding lost or damaged property of the Personal Data Controller. The period of processing may be each time extended by the period of the statute of limitations on claims, if the processing of personal data will be necessary to establish or pursue possible claims or to defend against such claims by the Company.
  8. Due to the fact that personal data of the Participants will be processed based on the Controller's legitimate interest, the Participants will have the right to object to the processing of their personal data for reasons related to the specific situation of the Participants.
  9. The Participants will have the right to access their data and the right to request their rectification, deletion or limitation of their processing, as well as the right to lodge a complaint with the supervisory body engaged in the protection of personal data in the Member State of the Participants' habitual residence, place of work or place of the alleged infringement.
  10. The Participants also have the right to lodge a complaint with the supervisory body engaged in the protection of personal data, if they believe that the processing of personal data violates the provisions of the GDPR. In Poland, the supervisory body competent to consider such complaints is the President of the Personal Data Protection Office.
  11. Provision of personal data is voluntary, however it will make it possible to clarify the circumstances of report concerning lost or damaged property of Nextbike Polska S.A. w restrukturyzacji (in restructuring).