

GENERAL TERMS OF USE FOR THE PETROL CLUB LOYALTY CARD

I. General provisions

Article 1 (Content of these General Terms)

These General Terms of Use for the Petrol Club Loyalty Card (hereinafter: the "General Terms"), which form an integral part of the completed Application Form, govern and define: fundamental concepts, procedure for obtaining the Card, use of the Card, loss, theft, or misuse of the Card, permanent or temporary limitation of the right to use the Card, complaints, protection of personal data, changes to data, and the validity and termination of these General Terms.

Article 2 (Fundamental concepts)

The individual terms used in these General Terms have the following meanings:

The Issuer is PETROL d.d., Ljubljana, with registered offices at Dunajska cesta 50, 1000 Ljubljana, registration number: 5025796000, tax ID number: SI80267432 (hereinafter also: "Petrol").

The Card is the Petrol Club Loyalty Card and a Partner Petrol Club Loyalty Card. The Card is an instrument by which the Cardholder can obtain additional benefits provided by these General Terms, when purchasing the goods or services provided by the Issuer. The Card is the property of the Issuer.

The Petrol Club Loyalty Card is also one of the identifiers for registering in the My Petrol or On the Way mobile applications. The Terms of Use and Functionality of the applications are defined in the General Terms of Use for the ON THE WAY Mobile Application with the PETROL Club Loyalty Card and the General Terms of Use for the Portal and the MY PETROL Mobile Application, and are supplemented by these General Terms.

Benefits that the Cardholder can obtain, are Golden Points, Golden Vouchers, a certain amount of credit, discounts, additional benefits, etc.

The Golden Voucher is a discount credit that the Issuer transfers to the Cardholder's Card as a voucher, which, in accordance with these General Terms, the Cardholder may redeem in subsequent purchases at the Issuer's service stations in the Republic of Slovenia.

The Holder of an Associated Card is the holder of a basic or additional Card, which is connected by the Issuer at their request, and with the consent of the holder of the basic Card, in the manner and according to the procedure specified in these General Terms.

Authorised point of sale is a legal or natural person engaged in an economic activity, which accepts card payment transactions as a form of payment.

POS terminal is an electronic reader at an authorised point of sale, intended for the electronic transfer of data between the payment point and the processing centre.

The Application Form is the form completed and signed by the Applicant, i.e. the potential Cardholder, who at the same time, consents to these Terms and membership of the Petrol Club. These General Terms form an integral part of the Application Form. The completed and signed Application Form, together with these General Terms, represents a valid agreement between the Cardholder and the Issuer. The signed Application Form is proof of the conclusion of the Petrol Club Loyalty Card Agreement.

Price List is the Issuer's list of pricing services, published on the Issuer's website.

II. Procedure for obtaining the Card

Article 3 (Conditions and procedure for obtaining the Card)

The Card Applicant can be any natural person aged 15 years or older who fulfils other conditions specified by the Issuer.

The Card Applicant must correctly and completely fill out the Application Form. The Applicant submits the correct and complete Application Form at one of the Issuer's acceptance points (service stations, regional units, the Issuer's registered office).

By signing the Application Form, the Applicant confirms that they are acquainted with these General Terms, and that they fully agree with them.

Upon receipt of the Application Form, the identity of the Applicant shall be verified by an authorised person at the acceptance point, by looking at their identity document and at the same time, verifying the information provided on the Application Form. In so far as the information is complete and correct, the authorised person shall confirm and accept it with their signature, and then send it to the Issuer's registered office. Otherwise, and if the Applicant refuses to show their identity document, the authorised person shall reject the Application Form as incomplete.

With all the above prerequisites, the Issuer shall consider the received Application Form and decide on the issue of the Card in its sole discretion. The authorised person shall not be obliged to justify its decision.

Based on the Issuer's approval of the issuance of the Card, the Issuer issues and submits the Card to the Cardholder, either at the acceptance point itself, or sends it by post to the Cardholder's address indicated on the Application Form. The Cardholder shall be obliged to sign the Card using a ballpoint pen immediately upon receipt. An unsigned Card shall be invalid, and the Cardholder shall bear all the costs and damages that would result from an unsigned Card.

Article 4 (Conditions and Procedure for connecting the Card)

The Cardholder can, on request, i.e. by completing the Form published by the Issuer on the website: www.petrol.si, initiate the procedure for connecting Cards, for the purpose of collecting or redeeming Golden Points and/or additional discounts. In addition to the request, the following prerequisites must be fulfilled for the processing of the request by the Issuer:

- The Cardholders must consent to the connection - there shall be no connection between Cardholders who do not give their consent;
- The Cardholders provide the Issuer with all the relevant information required in the Form.

Upon fulfilment of all the prerequisites, and the approval by the Issuer, Golden Points are collected by one of the Cardholders listed on the form as the Carrier (hereinafter: the Carrier). Golden Points may be redeemed by any Holder of an Associated Card, in accordance with these General Terms.

It is not possible to combine Golden Vouchers obtained by Holders of Associated Cards; They may use these vouchers in accordance with Article 8 of these General Terms.

Discounts are collected by the Carrier. Discounts may be redeemed in accordance with these General Terms by the Cardholder who has obtained the discount, or by any Holder of an Associated Card with the consent of the Cardholder. The Cardholder shall notify the Issuer in due time of any withdrawal of the consent referred to in this paragraph.

Holders of Associated Cards are able to see each other's personal information:

- Information about each purchase: amount, information about purchased items/services;
- Information on obtained and redeemed benefits.

Each of the Holders of an Associated Card may request disassociation of the Cards, by which they are disconnected from the hitherto connected Cardholders and the Carrier. If the disassociation is requested by the Carrier, the entire associated group of Cardholders shall be disassociated. The Issuer shall recognise all collected Golden Points upon disassociation, only to the Carrier, while the disassociated Cardholders have a Golden points balance of zero on their Cards. Collected Golden Vouchers and discounts shall remain with the Cardholder, who obtained the discount or the Golden Voucher.

All other provisions of these General Terms shall apply mutatis mutandis to Holders of Associated Cards, unless otherwise specified.

III. Use of the Card

Article 5 (Non-transferability of the Card)

The Card is non-transferrable, misuse of the Card is punishable by law.

Article 6 (Validity of the Card)

The Card is valid until the last day of the month, listed on the My Petrol online user portal (hereinafter: My Petrol); This information can also be obtained through the Petrol Call Centre on the-toll free number 080 22 66.

The Cardholder can at any time cancel these General Terms and the Application Form in writing, with a 1-month notice period, but shall reimburse the Issuer for the costs of issuing the Card, in accordance with the applicable price list. The Issuer shall remove the Cardholder from the list of Cardholders upon receipt of the written cancellation, and upon expiry of the cancellation period.

Notwithstanding the provision of the preceding paragraph, the Cardholder may withdraw from these General Terms and the Application Form in writing within 15 days from the date of signature or the approval of the Application Form by the Issuer.

Upon receipt of a new Card, the Cardholder must immediately destroy the old Card.

In the event that the Cardholder does not receive the new Card by the date of expiry of the old Card, they must immediately inform the Issuer thereof.

Article 7 (Golden Points)

Cardholders are credited with Golden Points as soon as they make a purchase, obtaining one Golden Point for each Euro spent, with no subsequent entry of Golden Points.

Golden Points shall not be credited in:

- The purchase of "Coffee to go" with coins at the coffee machine;
- Payment of universal payment orders (UPNs) at service stations;
- Purchase of Petrol Gift Cards;

- Purchase of tobacco, tobacco products and related products; and
- Purchase of other products and services in special campaigns, which shall also be exempt by publication in sales catalogues, leaflets, or directly at the location of the product.

The Cardholder shall be able to redeem the Golden Points for various limited-time offers in the Petrol Club.

In accordance with this Article, Golden Points are also credited for purchases where the Cardholder has used the credit on the Petrol Gift Card upon payment (in whole or in part).

Golden Points may also be credited to Cardholders by the Issuer in various campaigns or sweepstakes.

In the event of loss of the Card, the Cardholder may submit a written request to the Issuer, accompanied by appropriate supporting documents, clearly showing the number of the lost Card and the balance of the Golden Points (such as an invoice issued in the month prior to making such written request). Upon the fulfilment of the conditions from this paragraph, the Issuer shall credit and record the Golden Points to a new Card, in so far as they have not been redeemed up to the cancellation of the Card.

Golden Points are collected within the current benefit period, which begins every year on 1 January and ends on 31 December of the current year. Golden Points collected during that period may be redeemed by the Cardholder no later than 31 January of the following calendar year (hereinafter referred to as the Expiry of the Period). Collected and not redeemed Golden Points are not transferable to the next benefit period, and are deleted at the end of the benefit period.

Article 8 (Golden Voucher)

By purchasing items specified and labelled by the Issuer, Cardholders may receive a Golden Voucher, i.e. credit in the form of a certain value discount, expressed in euros (EUR), credited by the Issuer to the Cardholder and recorded on the Cardholder's Card. Golden Vouchers can be collected every year from 1 January to including 31 December. Golden Vouchers may be redeemed by Cardholders in any subsequent purchase, which must be made at the Issuer's service station in the Republic of Slovenia, by the end of the period. Golden Vouchers collected this way are automatically credited to the Card, and no cash payment of the collected Golden Vouchers is possible.

In accordance with this Article, Golden Vouchers are also credited for purchases where the Cardholder has used the credit on the Petrol Gift Card upon payment (in whole or in part).

Unredeemed Golden Vouchers acquired in the period from 1 January to 31 December are deleted from the Cardholder's Card, and therefore can no longer be redeemed from the Issuer (this also applies to the transfer of Golden Vouchers defined in this Article).

In the event of loss of the Card, the Cardholder must submit a written request to the Issuer, accompanied by appropriate supporting documents, clearly showing the number of the lost Card and the balance of the Golden Vouchers (such as an invoice issued in the month prior to making such written request). Upon the fulfilment of the conditions from this paragraph, the Issuer shall credit and record the Golden Vouchers to a new Card (Petrol Club Loyalty Card or Petrol Club Loyalty Payment Card), in so far as they have not been redeemed up to the cancellation of the Card.

Golden Vouchers can be redeemed together with the collected Golden Points to purchase certain goods or services previously specified by the Issuer in the catalogue, or in the purchase of any other goods at a service station in the Republic of Slovenia.

If the Cardholder wishes to return the goods for which they have received Golden Vouchers due to material defects, in the event that they request a refund of the purchase price instead of eliminating the defect in the goods or refund of the purchase price in proportion to the defect or replacing the goods with new flawless goods, the purchase price shall be refunded to the Cardholder and the Golden Vouchers obtained with the purchase shall be deleted.

To the Cardholder who redeems a Golden Voucher in the purchase of a product, which they later return due to

material defects, the corresponding Golden Voucher is refunded in addition to the refund of the paid purchase price. This paragraph shall apply mutatis mutandis to the partial refund of the purchase price in proportion to the material defect (e.g. 20% of the redeemed Golden Voucher shall be refunded upon the refund of 20% of the purchase price).

It is not possible to combine Golden Vouchers, for example, by joint collection, as provided for Golden Points in Article 4 of these General Terms.

It is not possible to offset the obligations of the Cardholder towards the Issuer with the Golden Vouchers collected.

This Article shall apply mutatis mutandis to all other credits expressed in euro (EUR) credited by the Issuer to the Cardholder.

Article 8.a (Additional Benefits)

The Issuer shall allow the Cardholder to collect and redeem Additional Benefits from the applicable sales campaigns by the Issuer (hereinafter: Additional Benefits). The provisions of Article 7 shall apply mutatis mutandis to redeeming Additional Benefits.

Article 9 (My Petrol Portal)

The Issuer shall provide all Cardholders with access to the My Petrol web portal. After successfully registering into My Petrol, which Cardholders can complete on the www.petrol.si website, Cardholders will be able to access information about their business with the Issuer (e.g. review of issued invoices, the balance of Golden Points and Golden Vouchers...).

Article 10 (Card handling)

The Cardholder is responsible for the safe storage and proper use of the Card so as to prevent misuse, loss, or theft of the Card, to the fullest extent possible. In particular, the Cardholder must ensure the following:

- The Card may not be folded, exposed to excessive heat, or otherwise (physically) damaged;
- The Cardholder must keep the Card in such a way and place as to prevent as much as possible any loss, theft, or other unjustified alienation and misuse of the Card, and the consequent occurrence of any material damage (e.g. always keep the Card in and under control);
- The Card may not be lent or made available for use to third parties by the Cardholder;
- The Cardholder must not let the Card out of their sight during each use.

The Cardholder shall also be obliged to follow other instructions, warnings, or tips issued by the Issuer, either published or reported directly to the Cardholder.

Failure to comply with the Card's due diligence requirements set out in these General Terms in this Chapter, shall be considered a violation of these Terms and gross negligence in meeting the Card's due diligence and Card security features.

IV. Loss, theft, or misuse of the Card

Article 11 (Obligation of the Cardholder)

If the Cardholder:

- loses the Card,
- suspects that the Card has been stolen,
- suspects that the Card has been misused by third parties, but the Card has not been lost or stolen (cases of card forgery or misuse of card information),

they must inform the Issuer thereof as soon as they learn or should have learned of the event referred to in the previous paragraph, but no later 24 hours after the event.

The Cardholder shall inform the Issuer of the loss, theft, or any other misuse by telephone (number: 080 22 66).

Article 12 (Obligation of the Issuer)

Immediately upon receipt of the Cardholder's notification or report, in which they must provide the Card number to the Issuer, the Issuer shall cancel or block the Card and notify the points of sale.

The Cardholder must not use the blocked Card and must destroy it immediately.

On the basis of a written request of the Cardholder and an attached invoice issued in the last month prior to the submission of such written request, the Issuer shall issue a new Card to the Cardholder.

Article 13 (Finding the Card after filing the report)

In the event that the Cardholder finds the Card after having already filed the report under Article 11 of these General Terms, they must no longer use the Card and must destroy the Card immediately.

Article 14 (Repeated loss or theft, costs)

In the event of repeated loss or theft of the Card, the Issuer shall re-issue the Card according to the valid price list of the Issuer, published on the www.petrol.si website, or the Issuer shall refuse such an issue.

Article 15 (Coverage of damages)

In the event that the use of the Card has not been authorised by the Cardholder (loss, theft, or misuse), the Cardholder shall bear any damages incurred up to the moment when they have submitted the report under Article 11 of these General Terms to the Issuer and provided the Issuer with all the necessary information for blocking the Card.

Damages caused to the Cardholder as a result of a stolen, lost, or misused Card, shall be borne by the Issuer from the moment of the Issuer's receipt of the report.

If the Card is used as a result of the Cardholder's fraud, willful misconduct, or gross negligence, the full damages shall be borne by the Cardholder.

V. Permanent or temporary limitation of the right to use the Card

Article 16 (Reasons)

The Issuer reserves the right to temporarily or permanently limit or revoke the right to use the Card in the following cases:

- When the Cardholder violates applicable law and/or the provisions of these General Terms, or attempts to do so, or allows for the infringement of a third party;
- Objectively justified reasons related to Card security;
- Suspected non-authorized or fraudulent use of the Card;

The Issuer reserves the right to exercise control over the ordinary course of business of the Cardholder, and to monitor suspicious transactions in order to prevent the risk of Card misuse.

Article 17 (Card withdrawal at point of sale)

The Card may also be withdrawn by staff at an authorized point of sale in the event of suspected misuse or prior listing in the list of cancelled/invalid cards, or under the instructions of the Issuer.

VI. Complaints

Article 18 (Complaint handling)

All complaints regarding material defects in the delivered goods and/or services provided shall be claimed by the Cardholder at an authorized point of sale. The responsible person and the competent department of the Issuer shall cooperate in resolving the complaint.

Complaints related to a particular transaction, as well as any other disputes regarding the issue and use of the Card, shall be resolved by the competent department of the Issuer.

In resolving all complaints, the Issuer shall comply with the applicable regulations governing consumer protection.

VII. Protection of personal data

Article 19 (Processing of personal data)

Petrol processes personal data in accordance with 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 (hereinafter: the General Data Protection Regulation) and national rules on personal data protection.

Types of personal data, the basis and purpose of the processing

To obtain the Petrol Club Loyalty Card, the Cardholder **must** provide Petrol with their personal information: first and last names, residence address, mobile number, e-mail address, date of birth, and tax number.

Petrol shall process the above information for the **purpose** of:

- Contacting the Cardholder for the smooth use of the goods or services subject to these General Terms;
- The provision of goods or services subject to these General Terms, and the conclusion of an agreement with the Cardholder;
- Cardholder's registration,
- The execution and review of payment transactions, any inconsistencies in the execution of payments, and related abuse and other breaches of these General Terms.

In addition to the mandatory information, the Cardholder may also provide Petrol with **information that is not obligatory** for the conclusion and exercise of the rights or obligations under the Loyalty Card, and which the Cardholder voluntarily provides to Petrol:

- Information relating to the Cardholder: gender, landline telephone number, mailing address;
- Cardholder's habits, such as: type of fuel used by the vehicle, average annual mileage, regular service, type of energy used by the Cardholder for heating their home, type of real estate they reside in;

Petrol will process the said data **for other purposes**, provided that the Cardholder has given **written consent** for such other data processing purposes:

- Profiling Cardholders to prepare personalised offers of their goods and services through the use of email, SMS, MMS, telephone, or traditional post;
- For direct marketing regarding product and service offerings, sales, benefits, and other changes or novelties;
- Conducting market research on the quality of products and services, and the need for additional products or services.

Based on presenting the Petrol Club Loyalty Card for individual purchases, Petrol also processes information about purchased products or services provided, payment, redeeming benefits, time and place of purchase, payment methods, credit points, points collected, and other benefits obtained. In the event that the individual does not give the appropriate consent for such processing, Petrol processes this data anonymously or under pseudonymisation, for the purpose of analysing and examining shopping habits, in order to optimise the offer and costs, and to increase customer satisfaction.

Data changes

In the event that the personal data referred to in the second paragraph of Article 19 changes, the Cardholder must notify Petrol of the change within 30 days, in writing to the following address: Petrol d.d., Ljubljana, Dunajska c. 50, Ljubljana, through registration in the My Petrol portal, in the My Petrol application, or through an application form obtained on the website and at points of sale. In the event that the Cardholder does not change or report the changed information, the Issuer may revoke or withdraw the Card.

Petrol shall take into account the change in the information provided by ordinary post within 15 days from the date of the written notification, and in the case of change of information through the website or through the application, immediately. Changing the Cardholder and transferring any credit to another person is only allowed with the consent of the Cardholder and the person to whom the transaction in question is transferred.

If the Issuer is required to issue a new Card due to the changed information of the Cardholder, the Cardholder must destroy the old Card in accordance with these General Terms.

In the event of issuing a new Card, the Issuer may charge the associated costs to the Cardholder at the applicable price list of the Issuer, published on the www.petrol.si website.

Rights of the Cardholder

The Cardholder may, at any time, **request confirmation** that Petrol processes their personal data and the **disclosure** of such personal data; they shall have the right to receive such personal data and the right to **transmit that data** to another controller. The Cardholder may request the **restriction of the processing** of personal data; **object** to the processing of personal data and automated individual decision-making, including profiling; **revoke the consent given** for various purposes of processing; request **corrections** or supplementing or **deleting** of personal data. They may exercise all of these rights under the conditions and to the extent set out in Articles 15 to 22 of the General Data Protection Regulation.

Notwithstanding the exercise of the rights referred to in the preceding paragraph, personal data may be processed in the context of any other consent given and, if there is another legal basis for processing in accordance with Article 6 of the General Data Protection Regulation, within that basis.

The request for enforcement of the rights referred to in the first paragraph of this item, may be fulfilled by the Cardholder by a written request sent to the address, PETROL d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, for the attention of the DPO.

In the event of the exercise of the Cardholder's rights regarding the objection to the processing of the data, the withdrawal of consent, the request to limit the processing or deletion of personal data, which result in the prevention of the notification to the Cardholder, Petrol shall prevent the notification within 15 days from the receipt of the objection or change of the Cardholder's settings;

However, if the notification campaign was prepared before the objection was processed or the settings changed, it is possible that the Cardholder will still receive one last notification. Petrol shall ensure the exercise of other rights within the time limits required by the applicable personal data protection legislation.

In the event that the Cardholder requests the deletion of personal data that is necessary for the provision of the contractual obligations, the Issuer shall cancel the Card after deleting the personal data.

Users of personal data

Petrol treats personal information with special care, and prevents unauthorised access. In some cases, due to individual instances of processing not performed by Petrol individually, the Cardholder's personal data may be provided to contractors - external processors who process the data in the name, on behalf, under the instructions, or under the control of Petrol (distribution partners, advertising agencies, printing companies, software owners, etc.), which are listed in more detail in the list on the website www.petrol.si/gdpr/obdelovalci-podatkov.

In addition to external processors, Petrol also provides the Cardholder's personal data to the state authorities, on the basis of their reasoned written request for the purpose of conducting a specific procedure, and in cases of the request or written authorisation of the Cardholder.

Retention period for personal data

Petrol processes personal data until the purpose of the processing is fulfilled, or within the limitation period for obligations that might arise from the processing of this personal data. In cases where the retention period for personal data is provided by law, Petrol retains that personal information in accordance with the law. However, personal data obtained through consent shall be kept until such consent is revoked.

More about the processing of personal data by Petrol can be found in the Petrol d.d. Privacy Policy, published on the website www.petrol.si/gdpr/politika-zasebnosti, or accessible at the Petrol points of sale.

By signing the Application Form, the Applicant confirms the accuracy of all the personal data stated above, and accepts these General Terms under material and criminal responsibility.

VIII. Final provisions

Article 20 (Publication of the Terms)

The applicable General Terms are published on the following website: www.petrol.si.

The same shall apply to any amendments to the applicable General Terms resulting from an amended business policy of the Issuer, or applicable law.

Article 21 (Rights of the Cardholder upon entry into force of the amended or new General Terms)

The publisher reserves the right to change these General Terms at any time. The obligation to notify the amendment is fulfilled by proper publication of the General Terms on the website. Any amendment to the General Terms shall enter into force on the day of its publication on the website, but shall apply from the 15th day after its publication, unless otherwise provided for by applicable regulations.

Due to the amended General Terms, the Cardholder may cancel the Agreement by submitting a written cancellation within 15 days from the date of validity of the General Terms, with a notice period of 15 days, bearing all costs incurred by Petrol. In the event that these General Terms have been amended to comply with binding regulations, the Cardholder shall not be entitled to withdraw from the Agreement due to changes in the General Terms. The Cardholder agrees that, upon the effective date of the written cancellation (i.e. receipt of the written cancellation of the Cardholder and the expiry of the notice period), the Golden Points, Golden Vouchers, and any other collected and not redeemed benefit, shall be deleted.

Article 22 (Dispute resolution)

Based on these General Terms, the Issuer does not recognise out-of-court consumer dispute resolution contractors as competent to resolve a consumer dispute that could be initiated by the consumer in accordance with out-of-court consumer dispute legislation.

Possible disputes shall be settled by the Issuer and the Cardholder amicably, and if this is not possible, the competent court shall have jurisdiction to settle the dispute.

Article 23 (Entry into force)

These General Terms shall enter into force on the day of their publication on the website, and shall apply from the 15th day after their publication.

With the implementation of these General Terms, the previous General Terms of use for the Petrol Club Loyalty Card of 13 October 2013, shall cease to apply.

Published on 24 May 2018

PETROL d.d., Ljubljana