

Terms and Conditions for the „BPme” mobile app

1. General provisions

1. For the purposes of the Terms and Conditions, the following terms shall be understood as follows:
 - a) **App** - BPme mobile application intended for installation on a mobile device with the Android or iOS operating system;
 - b) **BP, Organiser** - BP EUROPA SE - with its registered office in Hamburg, Germany operating in Poland through BP EUROPA SE Spółka Europejska Oddział w Polsce with its registered office in Kraków at 9 Pawia Street, 31-154 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, XI Commercial Division of the National Court Register under the KRS number 0000345546, NIP 972-086-54-31;
 - c) **BPme Card** – virtual BPme card issued to registered users of the App;
 - d) **Account** – an individual User account available in the App after registration, in which Promotions, Coupons and Point Balance are shared;
 - e) **Coupon** - an electronic identification sign, issued in exchange for Points or as part of a Promotion, entitling the User to a specific percentage or value discount indicated in the Coupon content, for the Product specified on the Coupon;
 - f) **Fuel** – regular PB95 fuel and diesel, Ultimate PB98 fuel and diesel, Adblue, LPG gas;
 - g) **Product** – fuel refueled at the Fuel Station, selected non-fuel products or services available at the Fuel Station (e.g. car wash, Wild Bean Caffè);
 - h) **BPme Program/Program** – a promotional campaign under which the Organiser awards Points for purchases of Products made by Registered App Users at Fuel Stations or other activities for which the Organiser decides to award points;
 - i) **Promotion** – the preferential conditions for purchasing Products presented in the App or in the Fuel Station, in particular discounts, special prices and other forms of promotion, the detailed terms of which will be available on the bp.com website;
 - j) **Point/Points** – points awarded to Registered App Users for purchases made from Sellers (including purchases made in the name and on behalf of third parties), as well as for other activities within the Program for which the Organiser awards Points;
 - k) **Point Balance** – the number of Points collected for participation in the Program and performing activities rewarded with points;
 - l) **Seller** – BP or an entity operating a fuel station under the "BP" brand that is a natural person, a legal person or an organizational unit without legal personality;
 - m) **Fuel Stations** – fuel stations operating under the "BP" brand, i.e. fuel stations operated by Sellers;
 - n) **User** - an adult natural person with full legal capacity who has installed the App on their mobile device and has met the other requirements set out in the Terms and Conditions;
 - o) **Registered App User** - The User who registers in the App in accordance with these Terms and Conditions.
2. These terms and conditions for the provision of services by electronic means (hereinafter referred to as the "**Terms and Conditions**"):
 - a) define the rules for using the App;

- b) define technical requirements necessary for cooperation with the IT system used by BP;
- c) define prohibition of providing illegal content by the App User;
- d) define conditions for concluding and terminating contracts for the provision of electronic services;
- e) define the complaint proceedings;
- f) define rules for processing personal data of Registered App Users .
- g) are the terms and conditions referred to in Article 8 of the Act on the provision of electronic services.

The Terms and Conditions do not specify the details of individual Promotions. The terms and conditions of individual Promotions are available via a link in the App on the bp.com website.

3. The App as well as services available through the App are provided by BP. The User may use the App at Fuel Stations located on the territory of the Republic of Poland.
4. The App User within the meaning of these Terms and Conditions may be an adult natural person with full legal capacity who has installed the App on their mobile device and has met other conditions specified in the Terms and Conditions.
5. By accepting the Terms and Conditions, the User declares that:
 - a) the data provided by the User in the process of accessing and using the App is consistent with the facts and does not violate any third party rights;
 - b) he/she has read the Terms and Conditions and undertakes to comply with them.
6. The User is obliged to store their access data in a secure manner that prevents third parties from accessing the Account.
7. BP makes the Terms and Conditions available free of charge before concluding the Agreement, in particular on the website https://www.bp.com/pl_pl/poland/home/produkty_uslugi/bpme/bpme_regulamin.html and enables obtaining, reproducing and recording the content of the Terms and Conditions using the App.
8. For safety reasons, the App should not be used by the driver while driving a vehicle.
9. The contract for the use of the App is concluded upon acceptance of the Terms and Conditions by the User. Acceptance of the Terms and Conditions is required to use the App.
10. The Organiser may exclude individual Fuel Stations from the Program in such a way that Points will not be awarded for the purchase of Products at individual Fuel Stations. The Organiser also reserves the right to exclude individual Fuel Stations from the paying with Points option.
11. Promotions, Coupons, awarding Points may be available at selected Fuel Stations, depending on the scope of services offered. A list presenting the offer of individual Fuel Stations is specified on the website www.bp.pl/bpmestacje ("List of Fuel Stations").
12. Promotions and Coupons may be addressed to all Registered App Users or to certain groups of Registered App Users (e.g., those staying in a given location).
13. In the App, BP may offer Promotions and Coupons meeting the potential needs or expectations of the Registered App User. Promotions and Coupons will be tailored based on the data held about the Registered App User, prepared in particular based on the analysis of:
 - a) purchase history at Fuel Stations, in particular indicating the type and quantity of products purchased and the preferred time of making purchases;

- b) the manner of using the App or marketing communications, in particular indicating Promotions preferred by the User;
- c) data on the location and mobility of the User's mobile device, in particular indicating the Fuel Stations visited by the User, provided that the User consents to the App access to location data in the App or mobile device settings;
- d) additional personal data provided by the User (e.g. age), if the User provides such data to the Organiser;
- e) other data obtained by the Organiser in accordance with the [Privacy Statement](#).

No participation in the Program does not deprive Users of the opportunity to purchase products at Fuel Stations, at regular prices or as part of promotional campaigns unrelated to the use of the App.

2. Registration

1. Registration in the App requires providing the User's real and correct data using an interactive form. As part of the registration, the User is required to provide their name, surname, phone number, and email address.
2. During registration, the User is required to provide a telephone number to which the authorization code will be sent. During the registration process, the User may consent to marketing communications to be sent to the telephone number or e-mail address provided by the User. Expressing the consents referred to in the preceding sentence is entirely voluntary and is not a condition for using the App and participating in Promotions.
3. Immediately after sending the registration form, BP generates the BPme Card. At this point the registration is completed, and the User obtains the status of a Registered App User.
4. The Registered App User may allow the display of push notifications in the form of system push notifications in the App and on the screen of the Registered App User's device by accepting the appropriate notice displayed on the screen of the mobile device. The Registered App User may also allow the display of push notifications and manage the granted permissions in the App settings on the mobile device. The lack of the Registered App User's permission results in the inability to display push notifications in the App.
5. Granting permission to receive push notifications as referred to above is not a condition for using the App but may result in the inability to use the functionalities of the App that use notifications of this type.
6. The Registered App User may grant permission to access information about geolocation. The Registered App User will be asked to express consent to geolocation via an appropriate message displayed on the screen of the mobile device. The Registered App User may also express consent to geolocation or revoke such consent by making a change in the App settings on the mobile device. Expressing consent to geolocation is not a condition for using the App but may result in the inability to use the functionalities of the App that use geolocation.
7. The lack of the User's activity for a period of 6 months from the last launch of the App will result in automatic logging out of the User from the BPme Account, i.e. restoring the state of the App prior to logging in to the BPme Account.

3. App and Services

1. The App enables the use of the following services:
 - a) information about location and availability of Fuel Stations;

- b) searching for information about Castrol products available at Fuel Stations;
 - c) promotion;
 - d) access to information about promotions, special offers, advertising banners regarding Products available at Fuel Stations;
 - e) awarding Points to Registered App Users for purchases of Products, as well as for other activities within the Program;
 - f) offering Coupons in the App for which the Registered App User can redeem Points;
 - g) acceptance of Coupons by Sellers indicated in the List of Fuel Stations;
 - h) offering the option of paying with Points at the Sellers';
 - i) sharing electronic invoices for Fuel Station purchases via the App;
 - j) with separate consent expressed on the device, the Registered App User may consent to receiving advertising, marketing or promotional information in the App in the form of so-called "push" notifications.
2. The User may use the App without registration only to a limited extent (in particular: location of Fuel Stations, oil browser, information about the offer).
 3. Some of the Coupons made available to Registered App Users may require activation before they can be used via the App or the BPme Card.
 4. Using the App may generate data transfer to and from mobile networks. The cost of data transfer referred to in the previous sentence is borne by the User according to the rates applied by the mobile network of the User's operator.
 5. The language of communication with the User is Polish. Contracts related to the use of the App are concluded exclusively in Polish. An English version of the App is also available and can be activated by the User by selecting the appropriate settings in the App or the device on which the App has been saved.
 6. The User is prohibited from providing illegal content via the App.
 7. Using the App in any other way than permitted by law, including for commercial purposes, without BP's consent is prohibited.

5. Promotion

1. Within the App, BP enables Registered App Users to use Promotions. BP is also entitled to make promotional offers of entities cooperating with BP available in the App.
2. If the Registered App User gives the appropriate consent, information about Promotions may be sent via push notifications or other communication channels (e.g. e-mail or SMS).
3. The condition for using the Promotions, indicated in the App (during their duration), is to display the BPme Card and present it to the cashier for scanning before making payment for purchases at the Fuel Station (in each case before printing the fiscal receipt). Participation in some Promotions may require activation of the Coupon available in the App before scanning the BPme Card. When a Coupon includes a barcode, in order to benefit from the offer it is necessary to scan the Coupon barcode when making the promotional transaction.
4. Coupons may entitle the Registered App User to receive additional benefits specified on the Coupon, including, in particular, additional Points or discounts on the purchase of Products. The amount of the discount and the Products to which the discount applies will be specified on the Coupon
5. The granting of an additional benefit may require the Registered App User to previously perform the activities specified on the Coupon (e.g. refueling a specific type of Fuel, purchases for a specific value). The Coupon will specify the deadline by which the required activities are to be completed.

6. If the additional benefit consists of granting a discount, the Coupon will be replaced by a discount coupon ("Discount Coupon"). If the additional benefit consists of awarding additional Points, they will be credited to the Points Balance within 1 day of meeting the condition.
7. The Fuel Discount will be granted for no more than 60 litres of Fuel or 50 litres of LPG. The discount will not be granted if the Fuel purchase is for more than 200 litres.
8. The discount on Products cannot be combined with other discounts and promotions leading to a further reduction in the price of the Product. If the Registered App User receives other discounts based on separate agreements concluded with the Organizer, only the discounts resulting from such agreements shall apply, and the discount specified on the Coupon shall not be granted.
9. A Registered App User may not request the exchange of a discount for any other product or service, nor the payment of its equivalent in money.
10. In the case of Promotions relating to purchases of Products, purchases of products indicated in Section 6, point 3 below are excluded from the Promotion.
11. To the Promotion applies Section 6, point 11 below.

6. Awarding Points

1. The Registered App User receives Points for the purchase of Products at Fuel Stations, with the exception of the purchase of products excluded from the Program, referred to in Section 3 below.
2. For each purchase of fuel at Fuel Stations, Points will be awarded in such a way that for each purchased 1 (one) liter, the Registered App User will receive 1 (one) Point. For each full PLN 1 (one zloty) of the price of Products, other than fuel, purchased by the Registered App User from the Seller specified in the List of Fuel Stations, 1 Point is awarded.
3. Points are not awarded for the purchase of the following Products:
 - a) alcoholic beverages (except beer);
 - b) tobacco products, electronic cigarettes, refill containers for electronic cigarettes and tobacco accessories;
 - c) medical products;
 - d) infant formulas and articles for infants feeding;
 - e) top-ups for prepaid telecommunications services and for starters with new SIM cards;
 - f) evidence of participation in gambling (e.g. lottery tickets);
 - g) purchase of Bpsupercard cards.
4. Points cannot be exchanged for cash. Points are not electronic money.
5. The Organizer may also award the Registered App User with Welcome Points in the amount specified on the bpme.pl website. Welcome Points can be obtained only once during the Program.
6. The Organizer may organise periodic points promotions, which in particular will consist in the fact that for purchases of certain Products made during the promotion period, the Registered App User will receive Points in an amount greater than that indicated in Section 2 above.
7. In order to receive Points, the Registered App User should scan the BPme App Card before paying for Products at the Fuel Station. Points are calculated automatically. The Points Balance is visible in the App and updates automatically when the App connects to the Internet.
8. Points are not awarded upon printing a receipt or other proof of purchase.
9. Points are awarded at the Fuel Station only if the Registered App User pays for the Products in cash, a bank payment card or another bank payment instrument, a prepaid bpsupercard

card, Points. Points may also be awarded if a fleet card is used during the transaction, unless the Organiser is obliged to exclude such a possibility under an agreement with the fleet card issuer. Based on separate terms and conditions, the Organiser may also award Points if selected Products are paid for in a different way or exclude certain payment methods. Promotional points (additional to the Points referred to in Section 2 above) will not be awarded if a fleet card is used during the transaction.

10. Points are valid for a period of 3 years from the date they are added to your Points Balance. Points that are not used within 3 years from the date they are added to your Points Balance will expire on March 31st following the third anniversary of the Points being awarded.
11. If the Organiser determines that Points have been awarded in violation of the Terms and Conditions, the Organiser has the right to deduct undue Points from the Registered App User's Point Balance. The Organiser will notify the Registered App User of such deduction and its reason by e-mail. If, as a result of a Product complaint, the Seller refunds the payment for the Product, the Points awarded for the purchase of this Product are canceled and the Point Balance is reduced accordingly.

7. Points Redemption

1. A Registered App User may use the Points collected on the Account for:
 - a) purchases from Sellers;
 - b) Coupons;
 - c) benefits for public benefit organizations indicated in the App.
2. A Registered App User who has entered a PIN in the App may pay with Points for all or part of the purchases of Products at Fuel Stations. Payment with points is an additional form of payment at Fuel Stations.
3. Payment with Points consists in reducing the amount due for Products purchased from Sellers and is done according to the conversion rate: 1 point = 1 grosz. The number of Points intended for payment with Points reduces the Points Balance.
4. If the Registered App User wants to make a payment with Points, they should declare that they want to pay for the Products with Points, indicate the number of Points intended for the payment and show the BPme App Card to the Seller and enter the PIN number. If the payment with Points concerns part of the price, the rest of the amount should be paid using another payment method.
5. The App provides Coupons that can be ordered as part of the Program. Each Coupon has a specific points value. Each Coupon may be available for a specific period or while supplies last.
6. Individual Coupons may be available to all Registered App Users or selected groups of Registered App Users.
7. To order a Coupon, the Registered App User selects the Coupon of interest in the App and confirms the desire to order it in exchange for the required number of Points. After confirming the order, Points are deducted from the Points Balance in accordance with the value of the ordered Coupon. Points that expire the soonest are deducted first.
8. The ordered Coupon is immediately saved to the Account and is automatically activated.
9. Each Coupon has a specific expiration date visible on the Coupon. The expiration date of the Coupon is counted from the moment the Coupon is saved in the Account. After the expiration date, the Coupon cannot be used and the Points that were exchanged for the Coupon are not restored.
10. In order to use the Coupon, the Registered App User is obliged to scan it when purchasing the Product covered by the Coupon.

11. In the event that the Registered App User makes a payment with Points, or exchanges Points for Coupons, Vouchers or other benefits, the one-time transaction value cannot exceed the limit for benefits granted under the exemptions provided for bonus sales in art. 21 sec. 1 item 68 on personal income tax. If Points are granted for purchases made in connection with the conducted business activity, the benefits received in exchange for these Points may constitute income and be subject to taxation.

8. Electronic invoices in the BPme App

1. The Registered App User is entitled to receive electronic invoices in the App for purchases made at the Fuel Stations. Invoices will be sent in electronic pdf (Portable Document Format) format, which meets the condition of invoice authenticity and integrity. The functionality enabling the receipt of electronic invoices will be available at the Fuel Stations indicated in the attachment available on the website www.bp.pl/bpmestacje ("List of Fuel Stations").
2. To use this option, the Registered App User is required to provide the staff of the selected Fuel Station with the Tax Identification Number and any other data necessary to issue an invoice, and scan the BPme Card. This data will be entered into the Tax Identification Number database maintained by the Organizer and linked to the BPme Card number.
3. When making a purchase transaction at Fuel Stations and scanning the BPme Card, the Registered App User should clearly inform the station staff that they want to receive a paper invoice. If this information is not provided, the Registered App User will receive an electronic invoice in the BPme App. The Registered App User can receive only one invoice for a given transaction - an electronic invoice or a paper invoice.
4. By scanning the BPme Card in a given purchase transaction, the Registered App User consents to the sending, including sharing, of invoices in electronic form, in accordance with Art. 106m and Art. 106n of the VAT Act (Journal of Laws of 2020, item 106).
5. Electronic invoices will be made available in the BPme App within 3 business days from the moment the transaction is completed.
6. Electronic invoices will be available in the BPme App for a period of 6 years from the date of their issue, but no longer than the BPme Card, that was scanned in the transaction to which the electronic invoice relates, is active. Electronic invoices saved in the BPme App can be downloaded and sent in a manner chosen by the Registered App User.
7. In the event of deletion of the Account in accordance with point 13 of these Regulations, the Registered App User will lose access to electronic invoices saved in the App.

9. Technical conditions for using the App

1. In order to use the App correctly, the following technical requirements must be met:
 - a) installation of the App on a smartphone supporting one of the following operating systems: Android 14.0 and later; or iOS version 15 and later;
 - b) Internet access;
 - c) a system enabling locating the device on which the App was installed.

2. For Android mobile devices the App can be downloaded from the Google Play Store. For iOS mobile devices the App can be downloaded from the Apple App Store.

3. The Organiser informs that installation of the App updates provided by the Organiser from time to time may be necessary for its proper operation and to ensure an appropriate level of security. The Organiser recommends installing such updates immediately after they are made available via the Google Play Store and the Apple App Store.

4. The User should install operating system updates in accordance with the recommendations of the manufacturer of the mobile device and the manufacturer of the operating system. Failure to update the operating system or the App may lead to a decrease in the level of security of using the App.

10. User's personal data (Privacy Statement)

1. The use of the App is subject to the Privacy Statement available at https://www.bp.com/pl_pl/poland/home/produkty_uslugi/bpme/bpme_polityka_prywatnosci.html
2. BP will retain personal data for as long as necessary to fulfill the purposes for which it was collected, as described in the Privacy Statement.

11. Complaints

1. The complaint proceedings regarding the functioning of the App, in particular the collection of Points and their issuance, is conducted by BP.
2. Other complaints, not related to the App, in particular those concerning the quality of products or services available at Fuel Stations, will be considered by the entity running the Fuel Station where the complained product was purchased.
3. Complaints can be submitted, among others: by e-mail sent to obsługa@bp.com or by phone at 721 02 03 04 (on working days from 8:00 to 18:00). The person submitting the complaint should provide in the complaint the following data:
 - a) name and surname;
 - b) number of BPme card,
 - c) description of the subject matter of the complaint
 - d) mail address (preferred) or delivery address.
4. Complaints are usually considered within 14 days of their submission.

12. Amendments to the Terms and Conditions

1. BP reserves the right to unilaterally change the Terms and Conditions for an important reason, which it considers to be the following:
 - a) change in generally applicable legal provisions or their interpretation applied by authorized bodies, having a direct impact on the content of the Terms and Conditions and resulting in the need to adapt them to such a change in the provisions or their interpretation;
 - b) issuance of a judgment, decision or other similar act by a court or an authorized public authority, having a direct impact on the content of the Terms and Conditions and resulting in the need to change them in order to adapt to such judgment, decision or other similar act;
 - c) introducing new technical solutions, the need to adapt the technical requirements specified in the Terms and Conditions to new standards;
 - d) preventing violations of the Terms and Conditions or counteracting misuse;

- e) removing ambiguities or doubts regarding the interpretation of the content of the Terms and Conditions;
 - f) changes in the organizational structure of BP, changes in the names, addresses or company data indicated in the Terms and Conditions.
2. The changes come into effect within 14 days from the date of introducing the amended Terms and Conditions to the App.
 3. BP will notify Users about a unilateral change to the Terms and Conditions by means of a message in the App or by e-mail, providing the amended Terms and Conditions and providing the date on which the change to the Terms and Conditions will come into effect, with this date being at least 14 (fourteen) days from the date of sending the notification of the change to the Terms and Conditions, unless the applicable legal provision, ruling or other similar act of an authorized public authority requires the Organiser to introduce the change to the Terms and Conditions within a shorter period of time.
 4. The amended Terms and Conditions apply to the User who does not resign from participation in the Program before the date of entry into force of the amendment to the Terms and Conditions. Resignation from participation in the Program shall be made on the principles specified in Section 13 of the Terms and Conditions.
 5. The Terms and Conditions may also be changed with the User's consent, which will be expressed in the App.
 6. BP will exercise the right to unilaterally amend the Terms and Conditions only if one of the indicated important reasons occurs and no more often than once a quarter.

13. Resignation from the App

1. The User may uninstall the App at any time, which does not result in the deletion of the Registered App User's Account. In order to delete the Account, the Registered App User should contact the Organiser through the Customer Center (by e-mail, using the contact form, or the appropriate App functionality). The Organiser will make every effort to delete the Account within 14 days from the date of such a request.
2. After deleting the Account, all Promotions, Coupons, Points available in the App will no longer be available to the Registered App User. After deleting the Account, the Registered App User will lose access to electronic invoices saved in the given Account.

14. App Security

1. Payment with Points is secured by an access password assigned by the Registered App User during registration in the App. The password is the given day and month of the date of birth. The password should be protected and should not be shared with other people. If the password was not provided during registration, the Registered App User can add this information by entering the appropriate information in My Account, in the My Data tab.
2. Closing the App, ending data transmission, losing the connection or turning off the device does not automatically log you out of the App. You should log out using the appropriate button in the App menu.
3. In the event of loss, theft or other loss of a mobile device with the App installed, the Participant should immediately report this fact to the Organiser via the Customer Support Centre.
4. The Organiser may block the Account or telephone number of a Registered App User in the following situations:

- a) justified suspicion of a violation of the Terms and Conditions by the Registered App User, which resulted in unjustified awarding of Points or failure to reduce the Points Balance when it should have been reduced;
 - b) submitting a false statement regarding compliance with the conditions for participation in the Program;
 - c) registering multiple times in the Program in order to obtain the benefits resulting from the multiple registration.
5. The Organiser shall notify the Registered App User about the blockage and its reason via e-mail. The blockage takes place for the time necessary to clarify the situation, but no longer than 14 (fourteen) days. In particularly complicated cases, this period may be extended, but no longer than 21 (twenty-one) days.
 6. During the Account blockage, the Participant cannot redeem Points or use active Coupons, but can collect Points.
 7. After clarifying the matter, the Organiser may unblock the Account or exclude the Registered App User from the Program. The Organiser may also unblock the Account by deducting unduly awarded Points or other benefits.

14. Withdrawal from the contract

1. Regardless of the right to terminate the contract in accordance with Section 11 of the Terms and Conditions, the User who is a consumer has the right to withdraw from the contract without giving any reason. The deadline for withdrawal expires after 14 (fourteen) days from the date of conclusion of the contract.
2. In order to exercise the right to withdraw from the contract, the User, who is a consumer, should inform the Organiser of their decision by means of an unequivocal statement (e.g. sent by letter or electronically to the Customer Center). In the event of withdrawal from the contract, the contract is considered not to have been concluded. In the event of submitting a declaration of withdrawal electronically (e.g. by e-mail), the Organiser will immediately confirm receipt of such a declaration on a durable medium. The Participant, who is a consumer, may use the standard withdrawal form, which constitutes Annex No. 1 to the Terms and Conditions, but this is not obligatory. In order to meet the deadline for withdrawal from the contract, it is sufficient to send the declaration before the deadline indicated in Section 1 above.
3. In the event of withdrawal from the contract, it is deemed not to have been concluded.

16. Discontinuation of the App

1. The Organiser may discontinue the App at any time for an important reason, such as:
 - a) a change in generally applicable legal provisions that has a direct impact on the services and Promotions offered in the App and resulting in the necessity to terminate it;
 - b) economic unprofitability of operating the App;
 - c) issuance of a ruling or decision by a court or an authorized public authority concerning the Program and resulting in the necessity to terminate it;
 - d) introducing other forms of promotional and marketing activities relating to the Organiser in place of the Program.
2. The Organiser will notify Users about the discontinuation of the App by a message in the App

and an e-mail message, together with an indication of the date of discontinuation of the App, provided that this date cannot be earlier than 30 (thirty) days from the date of sending the notification.

3. After the deadline referred to in Section 2 above, the Accounts of Registered App Users will be deleted.