

Terms and conditions of a „Live without credit” Promotion

1. General provisions

- 1.1. The regulations define the rules of participation in the promotion **“Live without credit”** (hereinafter: **“Promotion”**), organized by OGC 1 Sp. z o.o. with its seat in Warsaw, 88 Jagiellońska, 03-215 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000557015.
- 1.2. Promotion concerns the purchase of a premises from among a selection of 30 premises of varying size (hereinafter: **“Premises”**) from the developer's offer, within the framework of the **“NOW”** Development Project, realized in Lodz at 18 Dowborczyków. The list of Premises covered by the promotion is attached to these Regulations.
- 1.3. Promotion is valid from 15 January 2025 until 15 April 2025 or until the pool of Premises covered by the Promotion is exhausted.

2. Terms of participation

- 2.1. A natural person (hereinafter the **“Purchaser”** or **“Promotion Participant”**) who signs a development agreement for the purchase of the Premises covered by the Promotion during the Promotion period may become a Promotion Participant.
- 2.2. The condition for participation is acceptance of these Regulations and fulfillment of the requirements set forth in Items 3 and 4.
- 2.3. One person may enter into a development agreement only for one Premises covered by the Promotion.
- 2.4. The Promotion does not apply to persons with whom a reservation agreement or a development agreement under the NOW development has been terminated during the 6 months preceding the Promotion Period.
- 2.5. The Organizer reserves the right to exclude individual units from the Promotion, whereby the Promotion Participant will be informed of the units excluded from the Promotion prior to entering into a reservation agreement or development agreement.
- 2.6. Eligibility for the Promotion shall expire if: The Promotion Participant withdraws from the reservation agreement, the agreement is terminated for any reason, the Promotion Participant fails to pay the reservation fee or if the development agreement is not concluded by the date specified in the reservation agreement or the Purchaser fails to pay the first tranche resulting from the payment schedule specified in the development agreement.
- 2.7. The Organizer reserves the right to cancel the Promotion at any time.
- 2.8. The Organizer reserves the right to change the terms of the Promotion at any time and with effect for the future.

3. Payment terms

- 3.1. The price of the Premises resulting from the applicable price list (hereinafter: **“Premises Price”**) is payable as follows:
 - **20% of the Premises Price as the first payment**, made after the signing of the development agreement, of which 10% constitutes a deposit as defined in Article 394 of the Civil Code.
 - **20% of the Premises Price payable before acceptance of the Premises.**
 - **Monthly installments in the amount of 3.000,00 PLN payable for 18 months** after the Organizer obtains the Occupancy Permit.

- **The remaining part of the Premises Price payable before transfer of ownership**, i.e. within 7 days after the last payment date of the monthly installment specified above..
- 3.2. The Ownership Transfer Agreement shall be executed no later than 19 months after the Organizer obtains the Building Occupancy Permit.
- 3.3. Both the Price of the Premises and the monthly installments included therein, referred to in paragraph 3.1 above - shall not be subject to interest, any additional costs, commissions or fees.

4. Protection

- 4.1. The following forms of collateral are used under the Promotion:
- A deposit in the amount of 10% of the price of the Premises, forming part of the first payment.
 - The Purchaser's statement of submission to execution pursuant to Article 777 § 1 item 4 of the Code of Civil Procedure with respect to vacating the Premises in the event of withdrawal from the development agreement - submitted at the latest upon execution of the development agreement.
 - Declaration of the Purchaser on submission to execution pursuant to Article 777 § 1 item 5 of the Code of Civil Procedure with regard to payment of installments in the period of 18 months between the Acceptance of the Premises and the ownership transfer agreement - submitted upon conclusion of the development agreement.
 - Deposit of consent to deletion of the claim from the Land and Mortgage Register of the Premises in the event of withdrawal from the development agreement upon execution of the development agreement.
 - The obligation to restore the Premises to their original condition (as of the date of acceptance of the Premises) in the event of withdrawal from the development agreement through the fault of the Purchaser. In the event of non-performance of this obligation, the Purchaser waives any claims for reimbursement of expenditures made on the Premises.
- 4.2. The Purchaser's rights under the Promotion may not be transferred to a third party. As part of the development agreement, the Promotion Organizer will undertake to give its consent to the transfer of the Purchaser's rights and obligations under the development agreement only in the event of a prior amendment to the development agreement, which includes a change in the payment schedule by adjusting the payment of the Premises Price to the progress of the development. Consent will be allowed only in the absence of any financial obligations of the Purchaser to the Promoter under the development agreement.

5. Personal data processing

- 5.1. The administrator of the personal data of the participants of the Promotion is OGC 1 Sp. z o.o., based in Warsaw, registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000557015.
- 5.2. The personal data of the participants of the Promotion shall be processed for the purpose of implementation of the Promotion and performance of the development agreement, pursuant to Article 6(1)(b) of the Regulation of the European Parliament and of the Council (EU) 2016/679 (RODO).
- 5.3. Participants in the Promotion shall have the right to access, rectify, delete, limit processing, transfer and object to processing of their personal data.

- 5.4. Personal data shall be processed for the period necessary for the execution of the Promotion and the legal obligations arising therefrom.
- 5.5. Any questions regarding the processing of personal data can be directed to the e-mail address: okam@okam.pl

6. Claims

- 6.1. All complaints regarding the Promotion should be submitted in writing to the address of the Promotion Organizer.
- 6.2. The complaint shall obligatorily contain: Customer's name, mailing address and e-mail address, as well as a precise description of the reason for the complaint and the requested behavior by the Organizer.
- 6.3. The Organizer is obliged to consider the complaint within 21 days from the date of receipt of the complaint.
- 6.4. The complaint contrary to these Promotion Regulations shall be rejected.

7. Final provisions

- 7.1. The Organizer reserves the right to verify the financial credibility of the Purchaser.
- 7.2. The Organizer reserves the right to change these Terms and Conditions during the Promotion, with the proviso that the changes may not violate the acquired rights of the Participants.
- 7.3. In matters not regulated by these Regulations, the provisions of the Civil Code shall apply.
- 7.4. The Promotion covered by these Regulations shall not be combined with other promotions conducted by the Organizer and companies of the OKAM Capital Group, except as indicated by the Organizer. Participation in the promotion is voluntary.
- 7.5. The Regulations shall come into force on 10.03.2025.