

The Rules of the Promotion

„Certyfikat Energetyczny Gratis”

1. [General Provisions]

1. The Organiser of the promotion under the name „Certyfikat Energetyczny Gratis” (hereinafter referred to as the „**Promotion**”) is Homfi spółka z ograniczoną odpowiedzialnością with its registered headquarters in Kraków, Sukiennicza Str. 8/U8, 31-069 Kraków, entered into the Register of the Entrepreneurs kept by the District Court for Kraków – Śródmieście in Kraków, XI Commercial Division of the National Court Register under the KRS number 0000943668, conducting its business activity under the brands homfi and Private House Brokers (hereinafter referred to as the „**Organiser**”).
2. These regulations (hereinafter referred to as the „**Rules**”) set forth the principles and rules of participation in Promotion which are accepted by the participant upon accession to Promotion.
3. The Promotion is addressed to natural persons having full capacity to enter into legal transactions, having place of residence within the territory of the Republic of Poland and to natural persons conducting business activity and to legal entities with their registered seat within the territory of the Republic of Poland (hereinafter referred to as the „**Customer**”).
4. The “**Energy Certificate**” means the energy performance certificate referred to in the Act on the energy performance of buildings of August 29, 2014 (Dz. U. z 2024 poz. 101).
5. The Promotion comes into effect on the 5th April 2024 and is valid until further notice.
6. The Promotion applies to residential premises and single-family houses, but does not apply to large properties (over 500 m²), including buildings and building complexes.
7. The Promotion applies to the standard version of Energy Certificate and does not cover the reimbursement of costs associated with sending the paper (original) version of the Energy Certificate to the Customer via Poczta Polska or another postal operator. If the Customer selects additionally paid variants, e.g. express, only the amount of the standard variant will be discounted under the Promotion, and the Customer will be obliged to pay the difference between the chosen variant and the standard variant.

2. [Conditions of the Promotion]

1. To participate in the Promotion, the Customer is obliged to:
 - a. accept the Rules of the Promotion,
 - b. conclude with the Organiser:
 - exclusive real estate sales agency agreement including the commission due to the Organiser in the amount not lower than 3,69 % gross sell price of the property,
 - exclusive real estate lease agency agreement including the commission due to the Organiser in the amount not lower than 123 % gross of the gross rent price of the property,
 - exclusive property lease management agreement including the commission due to the Organiser in the amount not lower than 14 % gross of the gross rent price indicated in the property lease agreement plus VAT,

- c. place an order for the standard version of the Energy Certificate via the form on the website: <https://www.homfi.com/uslugi/dla-ciebie/certyfikaty-energetyczne/zamow> using the discount code received from the Organizer; The Organizer is not responsible for the correctness or truthfulness of the data entered by the Customer into the order form.
2. The Customer who fulfills the conditions aforementioned in point 1 of this article will receive an Energy Certificate for the property prepared at homfi's expense by an entity providing professional services in the field of preparing such certificates. The Promotion applies to the certificate in electronic version (pdf file). If it is necessary to obtain a paper version, additional fees apply for printing and shipping the document in accordance with the information provided above. order form. Other fees related to the conclusion of the real estate sale/rental agreement are not covered by the Promotion and are borne entirely by the Customer on his own.
3. The Promotion shall not be combined with other promotional offers of the Organiser.

3. [Complaints]

1. The Customer is obliged to make the complaints referring to the Promotion via e-mail by sending a message to: biuro@homfi.com with a note „Promocja Certyfikat Energetyczny Gratis - complaint”.
2. The complaint shall include obligatorily: name, and surname of the Customer, his correspondence address and e-mail address as well as the exact description of the complaint reason and the requested mode of settlement of the matter by the Organiser.
3. The Customer shall be informed immediately in writing about the mode of settlement of the complaint by the Organiser, but not later than in 14 days from the date of the submitting of the complaint.
4. The consideration of the complaint exhausts the complaint procedure conducted by the Organiser.
5. The complaint procedure is voluntary and does not exclude the Customer's rights granted under applicable law, including the possibility of pursuing claims through court proceedings.

4. [Personal Data]

1. The controller of the personal data of the Customers participating in the Promotion, 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 referred to as „GDPR”), is the Organiser.
2. The Customer is entitled to contact the Organiser on all the matters referring to processing of personal data including contact in order to execute his rights on this scope via e-mail: biuro@homfi.com or in writing to the address of the Organiser (his registered seat).
3. The personal data of the Customers filing the complaint will be processed in order to:
 - a. enable the Customer to participate in the Promotion – on the basis of fulfilling the agreement (article 6 section 1 item b GDPR);
 - b. settle and respond the fled complaint – on the basis of legally grounded interest of the Organiser (article 6 section 1 item f GDPR) consisting in necessity of processing personal data in order to settle and respond the complaint;
 - c. possibility to pursue or possible protection against the claims – on the basis of legally grounded interest of the Organiser consisting in enabling the Organiser to settle and pursue possible claims or to protect himself against such claims.
4. The personal data will be processed within the period which is necessary to the execution of the rights from the Promotion and within the period necessary to settle and respond to the complaint. The period of processing personal data may be extended each time by the limitation period of the claims in case the processing of personal data will be necessary to pursue the possible claims or protection against such claims by the Organiser.

5. Each Customer is entitled to request an access to the personal data and has the right to correct, remove or limit processing his personal data.
6. Each Customer is entitled to raise an objection against processing his personal data.
7. Each Customer is entitled to lodge a complaint to the supervisory authority competent for the matters related to personal data protection - President of the Polish Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).

5. [Additional Provisions]

1. Each time within the Promotion period, the Organiser is entitled to exclude the Customer from participation in the Promotion in the event of developing reasonable suspicion of taking an actions contrary to the Rules or the agreement referred to as article 2 section 1 b), as well as in the event of the grounds of participation in the Promotion, relating to the Customer, has expired, according to terms and conditions regulated in article 2 section 1 of the Rules.
2. If the agreement referred to in article 2 section 1 b) is terminated by the Customer for any reason or if the Customer withdraws from the real estate sale/rental agreement for any reason, he or she will be obliged to reimburse the Organizer for the costs of obtaining the Energy Certificate.

6. [Final provisions]

1. The Rules of the Promotion are public and will be made available to the Customer before participating in the Promotion and on his written request sent to the address of the Organiser. The Rules are available also in the seat of the Organiser and on his website: <https://www.homfi.com/en/terms-and-conditions> and <https://www.privatehousebrokers.pl/en/terms-and-conditions/>.
2. The Organiser reserves the right to change the conditions of the Promotion drawing the Promotion in case it is grounded by the purpose of the Promotion and will not cause deterioration of terms and conditions of participation in Promotion provided that the changes do not infringe the rights acquired by the Customers participating in the Promotion until introduction of the changes to the Rules. The Customers will be informed of the changes to the Rules by posting information on the Organizer's website, indicated in section. 1 above.
3. In matters not covered by the Rules, the provisions of the applicable Polish law shall be applied.