

§ 1. GENERAL CONDITIONS OF USE OF THE PROMOTIONAL OFFER

1. The Promoter of the “The Vication” offer is Viking Co Poland sp. z o.o. with its registered office and address in: ul Tęczowa 13/210, 53-601 Wrocław, entered into the Register of Entrepreneurs of the National Court Register, KRS registration number 0000484436, kept by the District Court for Wrocław Fabryczna, 6th Commercial Division of the National Court Register, NIP [tax identification number] 8971793639 and REGON [national business registry number] 022284492.
2. This Promotional “The Vication” Offer (hereinafter referred to as the “Promotion”) is addressed to new and present Users using “Minutes+SMS+Internet” tariff of Mobile Vikings.

§ 2. SUBJECT – MATTER OF THE PROMOTION

3. Using the Promotion constitutes acceptance of these Regulations.
4. Follow the instructions described in the following paragraphs to benefit from the Promotion.
5. The User can purchase one promotional data package (called “Package” hereinafter) to his/her number from the remaining balance (calling credit). One activated Package will lose its validity after 31 days. The Package will be automatically deactivated if during this period the User will not perform any top-up or data package activation.
6. Details of Promotional Offer:

Table no. 1

Promotional Offer Option	Price	Amount	Valid for
PACKAGE 11 GB	8 PLN	11 GB	31 days

7. If the Package activation occurs during the period of validity of the previously purchased package and/or the validity of the internet package Top-up, the data packet is summed up. The period of validity of the accumulated Internet package shall be extended by 31 days from the date of activation of the Package.
8. If during the validity of the Package, the User makes a Top-Up, the Internet package included in the Package shall be accumulated with data packet using the Top-Up, and the period of validity of the package shall be extended by the number of days of validity of a given Top-Up, starting from the date of purchase that Top-Up.
9. No limit acquires in the maximum amount of active packages at the same time.
10. The value and validity of the Internet package can each be checked after logging on to the Internet User Account at the following website www.mobilevikings.pl/pl/mysims/, after entering the short code *108# to the Phone or the Mobile Application provided by the Operator.
11. The condition of the Packages activation is:
 - a) having the Internet User Account at www.mobilevikings.pl
 - b) having an active SIM card at "Minutes+SMS+Internet" tariff
 - c) having funds available in the amount (expressed in PLN), sufficient to cover the activation fee for the promotional Package 11 GB from the moment of ordering the activation until its implementation.
12. In order to take part in the Promotion one should do the following:
 - a) after logging into the User's account via www.mobilevikings.pl or a dedicated user mobile app - Viking App, one should choose the data package of his/her interest
 - b) purchase a Package from the remaining calling credit/balance.
13. A person that would like to take a part in the Promotion, but is not a User of Mobile Vikings, should first purchase a SIM card with a new number or transfer his/her existing number. In order to so, one should do the following:
 - a) visit www.mobilevikings.pl
 - b) choose Top-up
 - c) enter ones contact details and mailing address
 - d) perform payment
 - e) activate SIM card
 - f) purchase Package from existing credit.
14. Price of the Package is an activation fee and is not synonymous with making the Top-Up. Provision of the Promotion services shall begin when activating the Package.
15. The fee for the package shall be charged using the Top-Up available funds.
16. Payment for the Package shall result in a reduction of funds on the account of the User by the amount corresponding to the price of the Package.
17. In the absence of available funds on the account of the User the Package cannot be activated.
18. In the event of expiry of the Period of validity of the outgoing calls during the period of validity of the Package, the use of the Package shall be possible only after the subsequent Top-Up made before the expiry of period of validity of the Package.
19. Activation of the Package shall not extend the period of validity of the outgoing calls, SMS/MMS bonus package, unlimited calls.
20. Activation of the Package shall extend the already used Internet package by 31 days from the date of activation of the Package.
21. The Promotional Offer cannot be deactivated during its duration.
22. The User shall be provided with the possibility to use the Package within 24 hours of the performance of one of the activities referred to in paragraph 12 and 13 hereof.

23. Using the Packages is only possible within the Republic of Poland using the Internet APN settings of the Operator. The Promotion is not active within the international roaming.

24. The User can download data at a maximum speed allocated to the Service. If the User uses the Play network transmitters, the maximum achievable data rate shall reach 70 Mb/s. The maximum data transfer transmission rate in the national roaming shall be up to 30 Mb/s, and it shall be determined by the terms and conditions of interoperator agreements and technical parameters applicable to the network configuration. The real data transfer rate shall be determined by the following parameters: the transmitter signal strength, current load of the transmitting station and the data transmission technology; EDGE, HSPA, HSPA +, 3G, 4G, LTE.

25. In the event of using data transmission while the Data package is valid, or after the Package expires, the User is being charged in accordance with general terms and conditions as listed in the Price List.

§ 3. ADDITIONAL INFORMATION

26. All prices indicated in these Regulations are in Polish zloty (PLN) and include VAT, unless otherwise specified.

27. Under this Promotional Offer the User shall:

- a) not direct traffic from other telecommunication networks without the consent of the Telecommunications Network Operator or networks of other telecommunications companies by means of any telecommunication devices using the SIM/USIM Cards received by the User
- b) not direct traffic from other telecommunication networks without the consent of the Telecommunications Network Operator or networks of other telecommunications companies by means of any telecommunication devices using the SIM/USIM Cards received by the User
- c) not generate artificial traffic for the exchange of information
- d) not use SIM/USIM card for telemetry
- e) not use the SIM/USIM Card for the traffic generated by machine, in particular "machine-to-machine" and "machine-to-user" traffic type
- f) not use the SIM Card to generate traffic, which is a Denial of Service attack
- g) not use the SIM/USIM Cards without P4 consent, to initiate the traffic/ involving the mass calls making, particularly in the case of automatic calls distribution or automatic interactive called number service, or in the case of telecommunication and information systems integration for this type of traffic or when using the cards in direct marketing (the prohibition applies to the User acting as an entrepreneur or on behalf of another entrepreneur)
- h) not use the SIM/USIM Card for the mass mailing of information (SMS or MMS) intended directly or indirectly to promote goods, services or image of the User or another entity, or in some other way of achieving any commercial effects (the prohibition applies to the User acting as an entrepreneur or on behalf of another entrepreneur).

28. In the event of a breach of the provisions laid down in Section 27 points a. to h. of this Promotional Offer by the User, the Operator may suspend the provision of Services.

29. The use of the Promotion shall not preclude the possibility of use of other Promotional Offers offered by Mobile Vikings Poland, unless Regulations of those Offers provide otherwise.

30. In matters not regulated hereby, the provisions of the Price List, the Mobile Offer of Vikings Polska and the Regulations of Telecommunications Services shall apply.

31. In case of discrepancies between the provisions hereof and the provisions of the aforementioned documents, the provisions of the Regulations of this service shall prevail.
32. All words and phrases capitalized herein shall be construed in accordance with their definitions provided for in the Price List or the Telecommunications Services Regulations.
33. In matters not covered hereby the provisions of the documents specified in Section 32 above shall apply.
34. The Operator reserves the right to amend the Regulations, or to cancel them at any time without giving any reason, provided that that amendment or cancellation of the Regulations does not affect the rights and obligations previously acquired by the User, meaning that on the date of cancellation the User will be able to use the data package, provided that the period of its validity has not expired, however he/she will not be able to activate the Promotional Offer described in the Regulations.
35. The information about amendment or cancellation of the Regulations is available at www.mobilevikings.pl or otherwise made public.

