

## Terms of the OMV Loyalty Scheme

### 1. General Provisions

- 1.1. These Terms of the OMV Loyalty Scheme (the “**Terms**”) define the conditions for taking part in the loyalty scheme of OMV Česká republika, s.r.o., registered office at Štětkova 1638/18, Nusle, 140 00 Prague 4, ID: 480 38 687, entered in the Commercial Register with the Municipal Court in Prague under File No. C 15408 (the “**Provider**” or “**OMV**”) (the Provider’s loyalty scheme hereinafter referred to as the “**OMV Scheme**”), which is designed for customers of OMV fuel stations (“**OMV Fuel Stations**”) for the primary purpose of allowing Subscribers (as defined in 2.1 below) to use special business offers and receive benefits, in particular, without limitation, using points collected for purchases of goods/services or fuel. The up-to-date list of all OMV Fuel Stations is available in the Provider’s mobile application “OMV My Station” (the “**Application**”) or on the website [www.omv.cz](http://www.omv.cz).
- 1.2. Subscribers to the OMV Scheme have access to special product offers and benefits and can receive information and personalised offers tailored to the Subscriber’s needs, age, sex or purchasing history and receive the marketing leaflets associated with subscription to the OMV Scheme.
- 1.3. The current OMV Scheme benefits, their range, terms of use and duration are determined solely by the Provider and Subscribers can get acquainted with them in the Application.
- 1.4. Subscription to the OMV Scheme is voluntary. To use the Application and receive benefits from the OMV Scheme, a user account must be created as described in Articles 2 and the following (the “**Account**”).
- 1.5. The User (as this term is defined in Article 2.1 of the Application’s Term of Use) is obliged to read (i) these Terms, (ii) the terms of use of the OMV Mobile Application and (iii) the privacy policy (see Article 11 of these Terms) before registering in and using the Application; the User is obliged to accept these documents by ticking the relevant checkbox when first launching / registering in the Application. The Terms as well as the Application’s Terms of Use and the privacy policy are available in the App Store / Google Play as well as in the Application and on the website [www.omv.cz](http://www.omv.cz).
- 1.6. By accepting the Terms and using the Application, the User agrees to comply with the terms of these Terms and the Application’s Terms of Use.
- 1.7. Capitalised terms and phrases that are not explained in these Terms have the meaning set out in the Application’s Terms of Use.

### 2. OMV Scheme subscription, Account and OMV Loyalty Card

- 2.1. Subscription to the OMV Scheme is open for individuals over 15 years of age with a postal/correspondence address in the Czech Republic who:
  - a) download the Application for free to their smartphones from Google Play or App Store;
  - b) register in the Application by filling in the registration form and entering all mandatory data;
  - c) confirm their registration through a verification email (or register using third-party services - Google, Facebook, Apple);
  - d) meet the conditions defined in these Terms;
  - e) give their consent to these Terms and the Application’s Terms of Use (the “**Subscriber**”).
- 2.2. The verification email is generated automatically and sent within twenty-four (24) hours of submitting completed registration form to the email address specified in the registration form. The verification email and the activation link in it expire after 14 days of being sent, after this period the activation link in the verification email will no longer be valid and the registration

cannot be completed. Should the individual wish to register after expiration of the period under previous sentence, he/she must register again, i.e. repeatedly fill in the registration form and confirm the registration through the new activation link in the newly sent verification email.

- 2.3. Any registration which is not confirmed using the verification email by the time limit specified in 2.2 of these Terms is not completed and is kept by the Provider for the period specified in 2.2 of the Terms for the purposes of later contacting and completing the registration.
- 2.4. For the period as per 2.2 and 2.3 of the Terms, a User – an unregistered subscriber will be able to use services available to unregistered subscribers. Unregistered subscriber, however, will not be able to log-in to his/her profile/Account, neither he/she will see his/her OMV Loyalty Card (as defined in Article 2.6 below); however, he/she may use the functionalities of the Application as stated in Article 8.3 hereof.
- 2.5. Persons may only be registered once as Subscribers to the OMV Scheme (using a single email address), on the basis of the first registration completed.
- 2.6. After submitting the completed registration form and after successful registration, i.e. after confirming the activation link in the verification email, an Account is opened to the Subscriber, within which a unique electronic (virtual) OMV Scheme loyalty card is created and made available to the Subscriber (the “**OMV Loyalty Card**”), which becomes active after confirming the activation link in the verification email. The Subscriber can start using his/her Account, as well as his/her OMV Loyalty Card and receive subscription benefits immediately after his/her registration is completed.
- 2.7. The Subscriber accesses his/her account solely through the Application.
- 2.8. Access to the Account is protected with username and password. The Subscriber must maintain confidentiality about the information necessary for the access to his/her Account. The Subscriber is not authorised to allow third parties to use his/her Account. If the Subscriber fails to comply with this obligation, he/she is liable for any damage suffered by the Provider or any third party in connection with his/her Account being used a third party.
- 2.9. A verification email is not sent to a User who registers via another account (see Article 11.3 of these Terms) and Articles 2.1.c) (the part before the brackets) and 2.2 through 2.4 of these Terms do not apply and the OMV Loyalty Card is created for the Subscriber after the registration via this other account of the User has been completed.
- 2.10. The Subscriber of the OMV Scheme may be eligible for automatic participation in selected consumer contests and promotions based on their use of the Application, provided they meet the specific conditions set for each contest or promotion. However, the Subscriber of the OMV Scheme is not obliged to accept the prize or any other benefit, and is not obliged to actively participate in the consumer contests and promotions or take any further action.

### 3. Collecting and using / spending points

- 3.1. A Subscriber's OMV Loyalty Card serves to:
  - a) collecting points for the purchase of:
    - specific products and services in participating/selected OMV Fuel Station stores (“**Selected OMV Stores**”), a list of which is available on the Application, and
    - fuel at OMV Fuel Stations;
  - b) spending collected points for the purchase of specific products and services at **Selected OMV Stores** or via the **Donation** function in the Application.
- 3.2. Unless otherwise stated in a specific customer event or elsewhere, points are collected according to the following rules:

*All customers (except for customers paying by fuel card Routex, CCS, Euroshell, Benzina, EuroOil Čepro, DKV, UTA, ARAL)*

- a) one (1) point per one (1) litre of standard fuel (OMV Natural 95, OMV Diesel, LPG, Adblue);
- b) two (2) points per one (1) litre of premium fuel (MaxxMotion 95, MaxxMotion 100+, Maxx Motion Diesel);
- c) one (1) point for every CZK 25 (twenty-five Czech crowns) (incl. VAT) purchase for products/services (or fuel other than listed in subsection a) or b) at OMV Fuel Stations, excluding tobacco products, smoking accessories, printed materials, toll stickers, lottery-related services and prepaid cards and goods from vending machines;

*Customers paying by fuel card (Routex, CCS, Euroshell, Benzina, EuroOil Čepro, DKV, UTA, ARAL)*

- d) when paying by fuel card Routex, CCS, Euroshell, Benzina, EuroOil Čepro, DKV, UTA, or ARAL, cardholders can earn one (1) point per one (1) litre purchased up to 100 litres, and one (1) point for every three (3) litres purchased in excess of 100 litres of standard fuel (OMV Natural 95, OMV Diesel, LPG) or premium fuel (MaxxMotion 95, MaxxMotion 100+, Maxx Motion Diesel);

#### *Common rules*

- e) special points for the purchase of goods/services that will be on special offer according to the promotional offer (see Article 7.3.b) of these Terms);
- f) points for certain products and services may only be collected and spent at Selected OMV Stores, a list of which is available on the Application, or via the **Donation** function in the Application;
- g) points for fuel can be collected at all Fuel Stations, a list of which is available on the Application; and
- h) points are collected for purchases made/paid by the Subscriber, or by an associated member within the group points collection.

**3.3.** Information on how many points can be earned for special offers and for which products and services is published (i) on the website [www.omv.cz](http://www.omv.cz), (ii) in Selected OMV Stores, (iii) in the Rewards Catalogue or in leaflets (the “**Rewards Catalogue**”). The Rewards Catalogue is available to Subscribers in the Application or at [www.omv.cz](http://www.omv.cz).

**3.4.** Acceptable payment methods for collecting points for the purchase of products and services at Selected OMV Stores and for fuel at OMV Fuels Stations are cash, debit card, credit card and selected types of fuel cards accepted at OMV Fuel Stations in the Czech Republic (such as Routex; in such a case, additional terms and conditions may apply to the redemption of points and the use of OMV Loyalty Card benefits, such as determined by your employer, which are beyond OMV’s control and for which it assumes no liability).

Please note that only a limited range of goods or services beyond fuel can be purchased with the fuel card Routex, CCS, Euroshell, Benzina, EuroOil Čepro, DKV, UTA and ARAL.

Payment through the “Pay to Fuel” service, which allows refuelling directly from a Škoda vehicle ([more details](#)), does not allow to present OMV Loyalty Card barcode from the mobile phone to the reader according to Article 3.6 of these Terms. Therefore, it is not possible to collect points for this type of refuelling according to Article 3.1.a) of these Terms, nor to use other options of the Application or subscription in the OMV Scheme membership mentioned in Article 8 of these Terms.

**3.5.** When redeeming/spending points, the fuel card (*Routex, CCS, Euroshell, Benzina, EuroOil Čepro, DKV, UTA and ARAL*) cannot be used as a payment method. If fuel card cardholders wish to redeem their points, they must choose a payment method other than fuel card payment for the transaction.

- 3.6.** For crediting the points, the Subscriber is required to present his/her OMV Loyalty Card barcode from his/her mobile phone to the reader (as instructed by the OMV Fuel Station attendant) at the cash desk before starting the payment process for the purchase of goods/services at a Selected OMV Store or for the purchase of fuel at an OMV Fuel Station. The OMV Loyalty Card number is electronically read from the reader. The Subscriber acknowledges that points cannot be credited to the Account once the payment process has started, except for additional crediting of points due to a technical failure as described in Article 3.7 of these Terms.
- 3.7.** Points will be credited to the Subscriber's Account after the payment has been made only if they were not credited during the payment process due to a technical failure of the system used to credit the points. In order to have points credited additionally, the Subscriber is obliged to send a scan/photograph of the receipt for the purchase/sale at the OMV Fuel Station via the Application (or via the form available at [www.omv.cz](http://www.omv.cz) or via the OMV Customer Service Centre contact email), including his/her identification data – name, surname and the OMV Loyalty Card number).
- 3.8.** In connection with the crediting of points to the Account, the Provider reserves the right:
- a) to change or amend the accepted payment methods at any time;
  - b) not to allocate points for purchases where other discounts are offered, as well as where products or services are purchased under any other promotional offer;
  - c) to deduct the points credited if the purchase transaction is cancelled where the transaction was the basis for the allocation of the relevant points, as well as in the event of erroneous entries or in the event of misuse of the OMV Loyalty Card by a third party;
  - d) to change, limit or extend the allocation of points for the purchase of products/services and fuel at any time in accordance with Article 12.6 of these Terms.
- 3.9.** The special point values displayed at Selected OMV Stores or on the website [www.omv.cz](http://www.omv.cz), including additional information regarding the points, takes precedence over and amends/replaces the point values set out in (i) Article 3.2 of these Terms and (ii) the Rewards Catalogue as well.

#### **4. Group points collection – family account**

- 4.1.** Subscribers for the OMV Scheme may form groups for group collection of points comprising up to five (5) Subscribers and earn points as a group. Groups may only be created by already registered Users (see Article 2.6 of these Terms). Members of the group must designate a primary member of the group to whom points will be credited; other members of the group are in the position of associate members.
- 4.2.** The Subscriber may create a group via the Application. To create a group, each member of the group will receive an invitation – a confirmation request, to the email address provided by the Subscriber. If the Subscriber wishes to become a member of a group, he/she must confirm the creation of the group and his/her association with the group via the link provided in the email. The group is established by the first confirmation of the invitation by any of the invited Subscribers.
- 4.3.** A group may also be formed via the OMV Customer Service Centre, which the Subscriber can contact by phone or email to request the formation of a group (see Article 12.7 of these Terms).
- 4.4.** Once a group has been formed, all points collected by Subscribers who are members of the group (i.e. both the primary member and associate members of the group) will be credited exclusively to the primary member's Account. After the formation of the group, all points collected by a Subscriber before the formation of the group will be transferred to the primary member's Account.
- 4.5.** In a group, points collected by the group may be used by both the primary or associate member of the group.
- 4.6.** A group member is entitled to terminate his/her membership of the group at any time. Termination of membership, whether by the primary or an associate member, does not result in the dissolution

of the group; the group will continue to exist and will consist of the principal member and the remaining associate members. If the primary member wishes to leave the group, he/she must designate another member as the primary member in lieu of himself/herself. Only a situation where all associate members leave the group will result in the dissolution of the group with the consequences set out in Article 4.7 of these Terms.

- 4.7.** If the group is dissolved, all points collected together will remain in the account of the primary member of the group. Distribution of the collected points among associate members of the group will not be made and is excluded. Upon dissolution of the group, the nature of the associate members' accounts that were included in the group will change to a state where the Subscribers can collect and redeem points on their Accounts individually. Points collected by associate members of the group before the formation of the group (and also during the course of collecting points by the group for the benefit of the primary member) cannot be credited retroactively. From that point on, each (former) associate member of the group will collect points in his/her own Account; the same also applies if an associate member of the group terminates his/her membership of the group. After the termination of the group, the primary member is free to deal with all points collected through associate members for the duration of the group.

## **5. Points balance**

- 5.1.** OMV registers the OMV points collected under the OMV Loyalty Card number. The Subscriber is notified of the current number of collected points via the Application or the OMV Customer Service Centre. The points balance is also displayed on the receipt for each transaction at the OMV Fuel Station and, upon request, available from the cashier at an OMV Fuel Station.
- 5.2.** Objections to the correctness or completeness of the number of points collected by a Subscriber or members of the group will be raised electronically (such as by email), including the relevant receipts for the purchase of goods/services or fuel, within one (1) week of the purchase. If no objections are raised within this period, the balance of the points communicated by the Provider will be deemed faultless (correct).

## **6. Validity of collected points**

- 6.1.** Points collected by a Subscriber are valid for twenty-four (24) months from the day on which they are credited to the Account and will automatically expire upon expiry of that period, i.e. on the day after the second anniversary of the day on which the points were credited to the Account. OMV will notify the Subscriber of the upcoming expiration date two (2) months prior to the expiration of the points.

## **7. Terms of using the collected points**

- 7.1.** Points will be redeemed in the order according to the date and time they were credited to the Account, providing that the points earned by the Subscriber first will be redeemed first.
- 7.2.** Points may be used for the purchase of goods/services at Selected OMV Stores.
- 7.3.** Points may also be used to:
- a) earn rewards listed in the Rewards Catalogue;
  - b) earn rewards during ongoing marketing/promotional events or campaigns ("**Promotional Offers**") at Selected OMV Stores in accordance with the terms and conditions applicable to the relevant Promotional Offer. Each reward may only be earned in exchange for the relevant specified number of points or in exchange for a specified number of points and a specified outstanding amount relating to the relevant reward. Offers listed in the Rewards Catalogue or reward offers listed during ongoing Promotional Offers at Selected OMV Stores are valid only while stocks last or are subject to the conditions of the reward offer as set out in the loyalty/bonus scheme of an OMV business/cooperating partner (the "**OMV Partner**"). The Rewards Catalogue is available at [www.omv.cz](http://www.omv.cz);

- c) earn vouchers/coupons for the purchase of goods/services from third parties and OMV Partners under the OMV Scheme that are available at [www.omv.cz](http://www.omv.cz), such as free coffee, birthday vouchers (“**Coupons**”). The use of earned Coupons is subject to the conditions of OMV Partners. Coupons may only be used until the expiry date stated on the Coupon and at selected/designated OMV Fuel Stations. Points for unused Coupons cannot be credited back to the Account;
  - d) earn other benefits as determined by OMV – special offers;
  - e) donate the points earned to selected Donation Partners, which are charitable organisations or other non-profit subjects that OMV cooperates with (“**Donation Partner**”), as part of the **Donation** function in the Application or at Selected OMV Stores in the manner set out in Article 7.4.
- 7.4.** Members can donate their points via Donation function in the Application or at checkouts at Selected OMV Stores. The Member can donate any number of points earned to the selected Donation Partner of OMV, OMV will then convert the donated points into a financial amount which will be donated to the Donation Partner of OMV. The method of converting points into a donation amount is available at Selected OMV Stores or at [www.omv.cz](http://www.omv.cz)
- 7.5.** An overview of rewards offered is available to the User in the Rewards Catalogue or in Promotional Offers. Points cannot be exchanged for cash. The overview of rewards offered will include the rewards, the number of points required to earn them (and additional payments, if any) and any restrictions on earning certain rewards. Rewards may only be earned subject to the terms set out in the overview of rewards within the timeframe and to the maximum quantity set out in the overview and only while stocks last. Rewards information may be changed or cancelled at any time with immediate effect.
- 7.6.** A Subscriber may only start collecting and using the points collected in his/her Account after completing the registration process under Article 2.6 of these Terms. After completing the registration process under Article 2.6 hereof, the Subscriber may also start using the points accumulated in his/her Account. The Subscriber will be notified of the current possibilities of using the accumulated points via the Application or by email or a text message (provided that the Subscriber has provided a telephone contact during the registration process).
- 7.7.** Information about Promotional Offers can be viewed in the Application. If pertinent consent is granted by the Subscriber, he/she can be sent Promotional Offer information as messages received via the Application (including push notifications if enabled by the User) or other channels of electronic communication (email, text message).
- 7.8.** Promotional Offers may be addressed to all Subscribers, groups of Subscribers or individual Subscribers.
- 7.9.** In order to use a Promotional Offer sent to Subscribers and marked in the Application, the Subscriber needs to display and show the Subscriber’s OMV Loyalty Card (during the validity period) in the Application before paying for the purchase (always before the receipt is printed) and present it so that it could be scanned by the OMV Fuel Station cashier.
- 7.10.** Unless stated otherwise in the terms of the given Promotional Offer, one-off offers cannot be combined with other Coupons or discounts when making a purchase. If the Subscriber has several different Coupons active, only one Coupon may be applied for the purchase at a time – the most advantageous for the Subscriber.
- 7.11.** The validity of individual Coupons and the detailed terms thereof will be available on the Application.
- 8. Other options of using the Application, subscription in the OMV Scheme, personalised offers**

*Other options of using the Application*



- 8.1.** If the Subscriber gives his/her consent, the Provider may prepare Promotional Offers which correspond to potential needs or expectations of the Subscribers. Promotional Offers can be Subscriber-customised according to the Subscriber's data held by the Provider and primarily prepared by analysing:
- a) the history of purchases, in particular the type and quantity of the products purchased;
  - b) how the Application is used, especially which Promotional Offers and features of the Application are preferred by the Subscriber;
  - c) the Subscriber's location and movement data, in particular the visits to OMV Fuel Stations;
  - d) other personal data provided by the Subscriber (age, etc.).
- 8.2.** The Subscriber may also use the OMV Loyalty Card for OMV special offers and earn vouchers, such as for free coffee purchases at Selected OMV Stores by filling in a questionnaire. Special offers are sent to Subscribers in the Application or information is available at [www.omv.cz](http://www.omv.cz). Special promotions cannot be combined with payments by fuel card Routex, CCS, Euroshell, Benzina, EuroOil Čepro, DKV, UTA and ARAL and "Pay to Fuel" service.
- 8.3.** Except claiming Promotional Offers, the User (i.e. also a non-registered user) may use the Application for:
- a) loading other loyalty and customer cards issued by other providers/vendors;
  - b) searching for OMV Fuel Stations and requesting directions to reach the Fuel Station nearest to the Subscriber's location; and
  - c) searching for information about the Provider's products and services.

*Other benefits of subscription in the OMV Scheme*

- 8.4.** Subscribers may enjoy other benefits of subscription in the OMV Scheme that are not subject to the collection of points. Subscribers acknowledge that the terms and conditions of the additional benefits are regulated separately by the Provider or OMV Partner and are available on the website [www.omv.cz](http://www.omv.cz) or at OMV Fuel Stations in the form of promotional materials.

**9. "Member gets Member" scheme**

- 9.1.** A Subscriber may recommend the Application to any third party ("**Member gets Member**") subject to the conditions set out in these Terms.
- 9.2.** In order to "invite" a new member, the Application will generate a message including a unique code and the Subscriber may send a message – an invitation – to use the Application to a third party via a communication channel selected by the Subscriber: email, WhatsApp or SMS. The unique code is valid for 14 days and the Subscriber will send an automatically generated message to the new member after accepting the terms of the invitation. The limit for sending membership invitations is five (5) invitations a day.
- 9.3.** When sending recommendations by electronic means, the User is obliged to abide by the following rules:
- a) not to send recommendations:
    - to electronic addresses that would be collected by the User from various websites or other sources without the consent or even knowledge of their users;
    - to electronic addresses to which the User has already sent a recommendation;
    - to recipients who do not wish to be contacted for marketing purposes;
    - to recipients where it is clear in advance that the email address is not private, such as addresses of government agencies, ministries or other firms/companies;
  - b) send only messages automatically generated by the Application.

**9.4.** If an invited member registers in the Application in accordance with Articles 2.1 and the following of these Terms and makes the first purchase at an OMV Fuel Station of any value, the following rewards will be earned:

- a) 50 points by the new (invited) Subscriber; and
- b) 100 points by the current (referring) Subscriber.

**9.5.** The Provider is not liable for an invitation of a new member to the OMV Scheme and the sending of messages under Articles 9 and the following hereof. The Subscriber acknowledges that if the requirements laid down by applicable laws, in particular Act No. 480/2004 Sb., on Certain Information Society Services and on Amendments to Certain Acts (the Certain Information Society Services Act), as amended, failed to be complied with, the Subscriber may be held liable for a breach of law. If a fine is imposed by a regulatory authority on the Subscriber, the Subscriber will not be compensated for no financial loss by OMV.

## **10. Terminating, cancelling or disabling subscription to OMV Scheme**

### *Terminating subscription*

**10.1.** The Subscriber may terminate his/her subscription to the OMV Scheme free of charge any time by using the Application, tab “Delete account” to de-register from the OMV Scheme. The Subscriber must confirm his/her request for termination of subscription by a link received at the email address linked to that Account. Without this confirmation, the request will not be considered. His/her OMV Scheme subscription will cease to exist and the OMV Loyalty Card will be deactivated (including points accumulated in the Account, coupons or any other benefits related to this OMV Loyalty Card) automatically on the day of de-registration (i.e. on the date of confirmation of the termination request via the confirmation link sent to the email). This does not affect the conditions for dissolution of a group under Article 4.6 of these Terms.

### *Cancelling subscription*

**10.2.** The Provider may also cancel the Subscriber’s Account if (without limitation to):

- a) the Subscriber has not logged into his/her Account for more than twenty-four (24) months;
- b) the information entered by the Subscriber during registration is intentionally or clearly inaccurate;
- c) the Subscriber breaches his/her obligations or conditions under these Terms, in particular the terms for collecting points according to Articles 3 and 4 of these Terms; or
- d) in cases set out primarily in Articles 9 and the following of the Application’s Terms of Use.

### *Disabling subscription / OMV Loyalty Card*

**10.3.** The Provider is entitled to block the “Member gets Member” scheme if the Subscriber does not comply with the conditions for inviting a new member under Articles 9 and the following of these Terms, unless the Provider has decided to cancel the Account under Article 10.2.d) hereof.

**10.4.** Unless the Provider has decided to cancel the Account under Article 10.2.c) of these Terms, the Provider is entitled to disable the OMV Loyalty Card when the Subscriber does not comply with rules of collection of points, or when the Provider acquires a reasonable suspicion of such breach of rules.

## **11. Personal Data Processing**

**11.1.** Subscribers’ personal data are protected 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 (the general data protection regulation) (the “GDPR”).



- 11.2.** The Subscriber acknowledges that his/her subscription to the OMV Scheme means that OMV Česká republika, s.r.o., registered office at Štětкова 1638/18, Nusle, 140 00 Prague 4, ID: 480 38 687 is in the position of personal data controller and thus may process these personal data of the Subscriber – name, surname, postal/correspondence address, email address and any other voluntary data communicated to or provided to the Provider, such as date of birth, telephone number and/or photograph – for the purpose of OMV Scheme subscription for a period of time as may be necessary to achieve the purposes specified below.
- 11.3.** In order to speed up registration, the Subscriber may choose to have his/her registration data filled in automatically from another active Apple, Facebook or Google account of the Subscriber. In that case, the Subscriber's personal data will be transferred subject to the privacy policy:
- Apple Distribution International Ltd. (see <https://www.apple.com/legal/privacy/en-ww/>)
  - Facebook Inc. (see <https://www.facebook.com/legal/terms/dataprocessing>)
  - Google LLC (see <https://policies.google.com/privacy?hl=en#intro>)
- 11.4.** Personal data are processed for the following purposes:
- a) Subscriber's subscription to the OMV Scheme;
  - b) facilitating the OMV Fuel Station search feature;
  - c) assigning purchases to the Subscriber's Account at an OMV Fuel Station;
  - d) keeping a history of purchases assigned to the Account;
  - e) collecting and using points;
  - f) providing discounts and sending information about special offers for Subscribers;
  - g) dealing with objections/complaints in connection with the use of the Application or collecting points;
  - h) evaluating possible breaches of the OMV Scheme Terms.
- 11.5.** Personal data are processed on the basis of:
- a) the Subscriber's consent to the processing of personal data for the purpose of sending personalised commercial communication [data subject's consent within the meaning of Article 6(1)(a) of the GDPR – see Article 8.1 or Article 11.7 hereof];
  - b) the Subscriber's acceptance of these Terms during the registration to the OMV Scheme [contract performance within the meaning of Article 6(1)(b) of the GDPR];
  - c) compliance with the duties imposed by the applicable legislation, such as tax or accounting legislation, [compliance with the statutory duty applicable to data controller within the meaning of Article 6(1)(c) of the GDPR];
  - d) the Provider's legitimate interests, such as sending standard commercial communication, dealing with complaints, objections and requests raised by the Subscriber and protecting against claims including the evaluation of possible breach of the OMV Scheme Terms or misuse of OMV Loyalty Card [legitimate interests within the meaning of Article 6(1)(f) of the GDPR]. OMV is entitled to send commercial communications to a User, unless the User has initially refused such communications, which the User may do via a message sent to [privacy.cz@omv.com](mailto:privacy.cz@omv.com) or at any time thereafter via the link provided in the message that is a commercial communication.
- 11.6.** The scope of the consent to the processing of personal data includes, without being limited to, the consent to receiving electronic advertising by email or SMS. The Subscriber has the right to revoke his/her previously granted consent or to opt-out from receiving advertising materials in electronic form at any time. The Subscriber acknowledges that the Provider might regardless of granting the consent to receive marketing materials send advertising material also by post to the filled/provided postal/correspondence address.

The Subscriber acknowledges that the sending of advertising materials for individual channels – email, SMS and post – can be set up separately in the Application and that the withdrawal of consent is always valid individually in relation to the respective communication channel. For example, withdrawing the consent to marketing via SMS does not affect email distribution.

- 11.7.** The Subscriber acknowledges that when subscribing to the OMV Scheme within the Application or at any time thereafter, he/she may grant to the Provider his/her consent to the processing of his/her personal data for the purpose of conducting personalised marketing (e.g. sending personalized offers and marketing communication tailored to a Subscriber based on the analysis of the Subscriber's purchase history), which allows the Provider to better reflect the particular Subscriber's preferences and offer more relevant products or services.

Such consent can be revoked/withdrawn at any time through the Application. The refusal to grant such consent at the time of subscribing or its later revocation shall not affect the subscription in the OMV Scheme. Even if this consent is not granted, the Provider is entitled to send to the Subscriber general (non-personalised) commercial communications concerning similar services provided by the Provider, unless the Subscriber has expressed his/her disagreement with the sending of advertising materials (opt-out).

- 11.8.** Although the Subscriber provides his/her personal data on a voluntary basis, they are required for subscription to the OMV Scheme.
- 11.9.** The Subscriber must keep his/her personal data provided in the Application true and accurate at all times and notify any change in his/her data to the Provider, such as by using the Application to change the data in the Account. The Subscriber may delete any non-mandatory personal data (such as data of birth, phone number, and delivery address) in his/her Account at any time.
- 11.10.** Personal data are stored and processed for the duration of the Subscriber's subscription to the OMV Scheme. After this period, personal data may only be processed if so required by legal regulations, for the period of time specified in the relevant legal regulations, or permitted by the Provider's legitimate interests, for no longer than three (3) years from the termination or cancellation of the subscription (termination or cancellation of the Subscriber's Account pursuant to Article 10.1 or 10.2 of these Terms, unless the nature of the matter allows for longer retention (causing damage intentionally). The permanent and irreversible deletion or anonymization of all Subscriber's data will occur no later than one (1) month after the expiration of the above periods. If no registration is made, the data under Article 2.3 of these Terms will be retained for a maximum period of fourteen (14) days from the submission of the registration form.
- 11.11.** The recipients of personal data are the operators of OMV Fuel Stations and the Provider's service providers, such as the provider of the Application, marketing agencies, provider of benefits, etc. The current list of personal data recipients and personal data processors is available from the Provider upon request.
- 11.12.** The Provider guarantees that the Subscribers whose personal data the Provider processes can exercise their statutory rights where permitted by the GDPR, in particular the right to (i) have access to their personal data, (ii) have their inaccurate or incomplete personal data rectified or completed, (iii) have their personal data deleted if no longer needed for the purposes for which they were collected or otherwise processed, or if it is established their personal data have been processed unlawfully, the right to (iv) have the processing of their personal data restricted, (v) have their personal data transferred (right to data portability), (vi) raise an objection, upon which the processing of their personal data must be terminated unless it is established there exist other justified reasons for processing that outweigh the interests or rights of the Subscribers, in particular reasons pertaining to the determination, exercise or defence of legal claims, and the right to (vii) have recourse to supervisory authority, which, in the Czech Republic, is the Office for Personal Data Protection (<https://uouu.gov.cz/>).
- 11.13.** The Subscriber also has the right to withdraw consent to personal data processing relating to the Subscriber's personal data processed on the basis of consent. For example, the Subscriber may

withdraw consent to data that is not required for registration in the OMV Scheme by the Application's Terms of Use (see Article 11.2 of these Terms and Article 4.3 of the Application's Terms of Use). The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

- 11.14.** As a data subject, the Subscriber may exercise the aforesaid rights with the Provider by filling in the form available at [www.omv.cz/gdpr-info](http://www.omv.cz/gdpr-info) or by contacting the OMV's data protection officer via [privacy.cz@omv.com](mailto:privacy.cz@omv.com). After evaluating the data subject's request for deletion, OMV shall delete the personal data that OMV processes on the ground of the Subscriber's consent or for which OMV has no other valid legal grounds for processing.
- 11.15.** The Provider protects personal data from disclosure to unauthorised persons, other kind of disclosure, loss or unauthorised modification by having adopted relevant technical and organisational measures.
- 11.16.** Other information regarding the processing of personal data of OMV Fuel Stations customers is provided in General Personal Data Processing Policy (Privacy Policy), which is available on <https://www.omv.cz>.

## **12. Common and Final Provisions**

- 12.1.** These Terms are available on the Application and in the footer of the website at [www.omv.cz](http://www.omv.cz) throughout the duration of the OMV Scheme.
- 12.2.** The Provider may not be held liable for the availability and operation of the Internet as well as any technical issues experienced in data transmissions over the Internet or data transmissions made with other electronic devices. The Provider bears no responsibility for the sending of verification emails and for any technical issues that may be experienced in connection with those emails. If the Subscriber receives no verification email, he/she should:
- a) check whether he/she registered with a correct email address;
  - b) check the SPAM folder in his/her email account;
  - c) request the re-sending of the verification email;
  - d) contact the Provider using the contact details provided in Articles 12.7 of the Terms.
- 12.3.** Complaints about the OMV Scheme may be filed with the Provider in writing to the address of OMV's registered office, by email to the OMV Customer Service Centre address or otherwise as permitted by law. The Provider must respond to a complaint within 30 days of receipt by admitting it or specifying the reasons for refusing it, by a registered letter or an email message sent to the address specified by the Subscriber.
- 12.4.** The rights and obligations of the parties relating to liability for defects and the quality warranty may be exercised by consumers via the OMV Customer Service Centre.
- 12.5.** If a consumer dispute arises between the Provider and the Subscriber in the position of a consumer and is not resolved by agreement within thirty (30) days, the Subscriber in the position of a consumer may file an out-of-court settlement petition with the pertinent body, which is the Czech Trade Inspection Authority, *Central Inspectorate – ADR Department*, Štěpánská 15, 120 00 Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz). As a consumer the Subscriber can also use the European ODR (Online Dispute Resolution) platform available at <http://ec.europa.eu/consumers/odr/>.
- 12.6.** The Provider reserves the right to terminate, amend or modify the Terms and/or the OMV Scheme upon at least fourteen (14) days' notice and, in the event of a change in legislation, without complying with this time limit. The Provider is entitled to make changes (modifications or cancellation of the OMV Schemes) under the previous sentence without giving reasons and without determining compensation, and without any claims of the Subscribers. Any changes will be notified by email or by means of a notification in the Application. The change will be deemed accepted if the Subscriber does not cancel his/her participation in the OMV Scheme within one

(1) month of the date of the notification. If the Subscriber does not accept the change, the participation in the OMV Scheme may be terminated before the date on which the relevant changes take effect.

**12.7.** The Provider may also be contacted in relation to the OMV Scheme by using the contact details for the OMV Customer Service Centre:

Address: *Pražákova 1008/69, Štýřice, 639 00 Brno*

Email: [podpora@omv.com](mailto:podpora@omv.com)

Phone: *+420 800 400 140 (business hours from Monday to Friday from 8:00 to 18:00)*

**12.8.** The terms of the OMV Loyalty Scheme enter into effect on 1. 5. 2022.

**12.9.** Last update of the Terms: 1. 5. 2025.