

STICK N WIN MOBILE APP TERMS AND CONDITIONS

These Terms and Conditions, together with our Policy explain how Alphamega may use information we collect about you, as well as your rights over any personal information we hold about you. Please read our Terms and Conditions and the Privacy Policy carefully; by accessing the Mobile App you confirm to have understood and agreed to them.

1. Purpose

ALPHAMEGA's loyal customer 'Stick N Win Mobile App' ('the App') is the new digital way to accumulate digital stickers bonus points through your purchases at ALPHAMEGA HYPERMARKETS and EKO Petrol Stations ('EKO'). Once you have collected sufficient amount of bonus points you will be eligible to retrieve those points and exchange them with gift vouchers.

- ALPHAMEGA has partnered up with EKO and created the Stick N Win Program which is a unique opportunity to accumulate digital points from your purchases made both through ALPHAMEGA and EKO. The digital points collected from purchases made from EKO will be added to the digital points already collected from the ALPHAMEGA purchases. **Use of the STICK N WIN CARD Mobile App**

The App is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the App, you agree to be bound by these Terms and Conditions.

3. Amendments

We may update these Terms and Conditions from time to time and any changes will be notified to you via a notification on the App. The changes will apply to the use of the App after we have given notice. If you do not wish to accept the new Terms and Conditions, you should not continue to use the App. Once you continue to use the App, after the date on which the change comes into effect, your use of the App indicates your agreement to be bound by the new Terms and Conditions.

4. Registration

You must be over 18 years of age to register on the App.

You must ensure that the details provided by you on registration are at all times correct and complete, therefore please update your personal details when needed through the relevant section of the App to ensure that our records are correct.

5. Password and security

When you register to use the App, you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and bonus points retrievals that occur under your password. If you know or suspect that someone else knows your password, you should change your password and notify us by contacting Customer Services.

If ALPHAMEGA has reason to believe that there is likely to be a breach of security or misuse of the App, we may require you, to change your password or we may suspend your account.

6. Collecting and Using Digital Points

- a.** The App credits your account with bonus points every time you choose to shop from ALPHAMEGA and/or EKO.
- b.** The purpose of the programme is to provide you with the opportunity to collect points both from purchases made through ALPHAMEGA and EKO, therefore it is imperative for your personal data collected through the App to be shared with EKO. The purpose will be to credit your points collected from purchases made from EKO as well. These points can later be redeemed for gift vouchers either at ALPHAMEGA Hypermarkets or at EKO.
- c.** The value of the digital points is 1 point for every €10 spent
- d.** Redemption of the bonus points collected is indication of your agreement to be bound by these Terms and Conditions.
- e.** The right to redeem the points is personal and relates only to the original recipient.
- f.** When you use the points collected you warrant to ALPHAMEGA and EKO that you are the duly authorised recipient of the points and that you are using them in good faith.

If you redeem, attempt to redeem or encourage the redemption of gift vouchers in exchange of points to which you or a third party are not entitled, you may be committing an offence.

If we reasonably believe that any points redeemed or gift voucher is being used unlawfully or illegally, we may reject or cancel any bonus points and you agree that you will have no claim against us in respect of any such rejection or cancellation.

- g.** ALPHAMEGA reserves the right to vary the operation of the App at any time without notice whereas ALPHAMEGA and EKO also reserve the right to terminate either individually or collectively the present programme. In case EKO terminates the present programme, the points collected up to that point will be available to be redeemed only from ALPHAMEGA.

The failure of ALPHAMEGA and/or EKO to take any action in respect of a breach of these Terms and Conditions shall not constitute a waiver of their enforceability. ALPHAMEGA and EKO reserve their rights in respect of these Terms and Conditions at all times.

- h.** The content of the App is protected by copyright, trademarks, database and other intellectual property rights. You may retrieve and display the content of the App on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the App without written permission from ALPHAMEGA or the EKO
- i.** By submitting any content to the App, Website or online review with regards to ALPHAMEGA HYPERMARKETS and/or EKO in general and/or the operation of the present programme you agree that:
 - i.** You are the sole author of and are personally responsible for any content you submit (e.g. a written review) and you own any intellectual property rights that relate to it;
 - ii.** We may contact you at the e-mail address attached to your account to request a review or to notify you about the status of your review.

You further agree that you won't submit anything that:

- a.** is false, inaccurate, or misleading;
- b.** you have been paid or rewarded for, if such compensation influenced the content of your review in any way;
- c.** has been copied from anyone else, or infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- d.** violates any law or is considered to be offensive e.g. threatening, libellous or racially or religiously biased;
- e.** includes references to other mobile Applications or any contact information (e.g. email addresses or phone numbers); or
- f.** contains any computer viruses, worms or other potentially damaging computer programs or files.

Ratings and written reviews will generally be posted within two to four business days. ALPHAMEGA as the controller of the App reserves the right to remove or to refuse to post any submission for any reason. Conditions a-f refer to EKO as well.

7. Availability of the App

Although ALPHAMEGA aims to offer you the best service possible, ALPHAMEGA makes no promise that the services at the App will meet your requirements. ALPHAMEGA cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to the Customer Services Team or by email at wecare@alphamega.com.cy and we will attempt to correct the fault as soon as we reasonably can.

Your access to the App may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. ALPHAMEGA will attempt to restore the service as soon as it reasonably can.

8. Applicable Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Cyprus and any disputes will be decided only by the Courts of the Republic of Cyprus.

9. Miscellaneous

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

STICK N WIN MOBILE APP PRIVACY POLICY

1. Aim

This Mobile App Policy is supplementary to the Alphamega Privacy Policy and along with the Terms and Conditions, aims to:

- i. make you feel safe and secure when using the Stick N Win Mobile App ('the App') with regards to the processes of the personal data executed through this App.
- ii. explain how C.A. Papaellinas Emporiki Ltd", operating under the brand "ΑΛΦΑΜΕΓΑ" having its registered office at 10, Diomidous str., 2024 Strovolos, Nicosia, Cyprus, P.O. Box 27879, 2433 Nicosia – Cyprus, www.alphamega.com.cy, contact number (*tel. number*), hereinafter referred to as " Alphamega ", may use information Alphamega collects about you through the App, as well as your rights over any personal information about you Alphamega holds and processes as a Controller .
- iii. explain what personal data will be shared with "Hellenic Petroleum Cyprus Ltd", operating under the brand "EKO", having its registered office at 3, Ellispontou str., 2015 Strovolos, Nicosia, Cyprus, with e-mail address www.eko.com.cy and contact number +35722477000, hereinafter referred to as "EKO", how EKO may use such information, as well as your rights over any personal information EKO holds and processes as a Controller.
- iv. Both companies, Alphamega and EKO, hereinafter referred to as "The Companies", address issues related to personal data and privacy with respect and as of primary concern. In this context, we are hereby addressing you Notice in accordance with Article 13 of Regulation (EU) 2016/679 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 (General Data Protection Regulation) (hereinafter referred to as "GDPR") to inform you about how we collect and process your personal data for the purposes of your participation in the "Stick N Win Program" and the use of "Stick N Win Mobile App".

Please read this Policy our Privacy Policy and our Terms and Conditions carefully. By accessing and using the App you confirm to have understood and agreed to this Policy, the Privacy Policy and the Stick N' Win Terms and Conditions.

2. Purpose of Processing

Alphamega, collects the necessary personal data ("data") directly from you and not from third parties, in order to enable you to use the App to collect bonus points which you will later redeem

for gift vouchers. These data are kept with Alphamega as the purpose of the Stick N Win program is to enable customers to collect bonus from purchases made through APHAMEGA and EKO.

3. EKO as recipient of your data – Purpose of Processing

In the context of the Stick N Win program and provided that you have used the Stick N Win Mobile App for purchases from EKO, your following data will be received by EKO: name, surname, gender, telephone number and transaction amount.

EKO will also store your data within the EEA until you indicate that you do not wish to continue to collect bonus points from purchases made through them anymore or until you opt-out from any communication for EKO offers. In any case, EKO will retain your information for the period required by the law or in order to defend possible claims against them.

4. Security

Alphamega shall process your personal data in a manner that ensures its protection by taking all appropriate organizational and technical measures for data security and its protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access and any other form of illicit processing. In addition, Alphamega has taken all appropriate measures to safeguard that EKO is also practicing up to date policies for the protection of personal data as per our obligations as Data Controllers, to the extent that Alphamega and EKO control your data.

5. Third Party Processes

While Downloading the App you need to know that Each App Store provider (Apple App Store or Google Play) automatically processes the following data when you download our app:

- 5.1** the App Store username
- 5.2** the e-mail address entered in the App Store;
- 5.3** your App Store account number;
- 5.4** the loading time;
- 5.5** payment information, and
- 5.6** the individual device ID number.

Alphamega has no influence on this data collection and are not responsible for it. More information about the data processing in question can be found in the respective App Stores' data protection policies:

Google Play Store: <https://policies.google.com/privacy?hl=el&gl=el>

Apple App Store: <https://www.apple.com/legal/privacy/en-ww/>

6. Use of the App

Your personal data will be stored by Alphamega and due to technical reasons by the service provider of the App within Cyprus at our databases which are located at premises owned by us for the duration of your membership with the Stick N Win Program and/or for a maximum period of two years from your last purchase.

Alphamega will also use your data to provide you with information about ALPHAMEGA products, services, offers and news, provided you have already consented to that and on the legal basis of your consent (art. 6 par. 1 (a) of the GDPR).

When using our app, the following information are automatically forwarded to the servers without our own action because these are technical functions Alphamega cannot alter:

- 6.1** the mobile terminal device from which you used our app;
- 6.2** the IP address of your mobile terminal device;
- 6.3** login date and time;
- 6.4** client request;
- 6.5** the http response code;
- 6.6** the volume of data transmitted, and
- 6.7** the version of the app you are using.

These are temporarily stored for a period of **6 years** in a log for the purpose of protecting our systems, error analysis, abuse or fraud prevention as per Article 6(1)(f) of the GDPR, - for the purposes of the legitimate interest of Alphamega, i.e. for troubleshooting purposes, for addressing your complaints or for possible legal disputes. At the expiry of that period the information is deleted automatically.

7. Your rights

This section presents your rights with respect to your personal data. These rights are subject to certain exceptions, reservations or limitations. Please submit your requests responsibly. The respective Company will respond as soon as possible and in any case within one (1) month of receipt of the request. If the review of your request is going to take longer, you will receive relevant information.

The Companies ensure the exercise of your rights, as provided under the GDPR, as applicable: the right to information, the right to access, the right to rectification, the right to erasure («to be forgotten»), the right to restriction of processing, the right to data portability, the right to object, the right to withdraw consent.

The Companies do not engage in automated individual decision-making, including profiling.

8. Contact us

Should you wish to learn more about how each of the Companies process your personal data or exercise your rights, please feel free to contact Alphamega or EKO (to the extent that your query relates to processing of your personal data by EKO):

Alphamega Data Protection Officer 10 Diomidous Str. 2024 Strovolos, Nicosia. or by email to: dpo@alphamega.com.cy	EKO Data Protection Officer 3 Ellispontou Str. 2015 Strovolos, Nicosia or by email to: DPO@helpe.gr
---	---

9. Contact of the Data Protection Authority

For further information and advice on your rights or to submit a complaint, you may contact the Cypriot Data Protection Authority:

Address: 1, Iasonos str., 1082 Nicosia

Telephone: +35722818456

Fax: +35722304565

E-mail: commissioner@dataprotection.gov.cy

Dated 19/11/2018