

TERMS AND CONDITIONS OF THE “FLY FIRST CLASS” PROMOTION

BASIC RULES

A. This promotion entitled “Fly 1st Class” (hereinafter referred to as the “Promotion”) is organized by the following companies from the Archicom S.A. capital group based in Wrocław, which are implementing the indicated development projects:

- 1) Projekt Echo – 137 Spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, at ul. Powstańców Śląskich 9, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000571192, REGON 362234648, NIP 7872110938, with fully paid-up share capital of PLN 8,030,000.00 – implementing the development project entitled “Apartamenty M7” in Warsaw in the area of Towarowa and Wronia Streets,
- 2) Archicom Warszawa 3 Spółka z ograniczoną odpowiedzialnością with its registered office in Krakow, at ul. Stanisława Przybyszewskiego 51/C, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0001042123, REGON: 525606220, NIP: 6772495565, with share capital of PLN 5,000.00 – implementing the development project entitled “Flare” in Warsaw at Grzybowska Street, (each of the above companies will hereinafter be referred to as the “Organizer” in relation to the relevant development project).

B. The promotion consists in the fact that in the event of purchasing an apartment from the Organizer (i.e., in the event of signing a development agreement or a preliminary agreement concerning the apartment and making the first instalment payment for the apartment in the amount of not less than 20% of the gross price of the apartment), the buyer will receive the reward provided for in these Terms and Conditions.

C. The promotion runs from September 1, 2025, to September 30, 2025—this is the period during which the apartment must be purchased (i.e., a development agreement or preliminary agreement must be signed) and participation in the promotion must be registered.

D. In order to participate in the Promotion and receive the prize provided for in these Terms and Conditions, all the conditions referred to in Chapter 1 of the Terms and Conditions must be met.

E. The Promotion offers a prize in the form of a voucher that can be used for products or services of one of the selected airlines: Qatar Airways® (www.qatarairways.com), Emirates® (www.emirates.com) or Etihad Airways® (www.etihad.com) (hereinafter referred to as the “Prizes”).

DETAILED RULES

Below you can find the detailed rules of the Promotion. In particular, the terms and conditions of participation, the specification of prizes, the procedure for awarding prizes, the complaint procedure, and the rules for the processing of personal data for the purposes of the Promotion are described.

1. HOW TO PARTICIPATE IN THE PROMOTION?

1.1. Any natural person, organizational unit without legal personality, company, or family foundation listed below may participate in the Promotion, provided that they meet the conditions referred to in this section 1.1. and in section 1.2. of the Rules:

- a) a natural person who is of legal age, has full legal capacity, resides in Poland (is a Polish tax resident), and purchases an apartment for purposes not directly related to their business activity, or
- b) a natural person who is of legal age, has full legal capacity, is not a Polish tax resident, or
- c) a natural person who is of legal age, has full legal capacity, conducts sole proprietorship business activity in the Republic of Poland, and purchases an apartment for purposes directly related to their business activity, or
- d) a legal person or an organizational unit without legal personality, which has its registered office in the Republic of Poland,

(each of the above entities will hereinafter be referred to as a "Participant").

1.2. In order to participate in the Promotion, the Participant should purchase an apartment from the Organizer between September 1, 2025, and September 30, 2025, as part of one of the development projects described in section A of the Terms and Conditions (hereinafter: "Apartment"). This means that the Participant must meet all of the following conditions:

1.2.1. sign a development agreement or a preliminary agreement for the establishment of separate ownership and sale (preliminary agreement) with the Organizer for the purchase of the Apartment,

1.2.2. when signing the development agreement or preliminary agreement for the purchase of the Apartment, notify the Organizer of their willingness to participate in the Promotion and confirm that they have read the Terms and Conditions, accept its provisions, and meet the conditions of participation specified in the Terms and Conditions,

1.2.3. pay the first installment for the Apartment within the time limit specified in the above-mentioned development agreement or preliminary agreement (however, this date may also fall after September 30, 2025) and in an amount not lower than 20% of the gross price of the Apartment.

1.3. If the Apartment is purchased by two or more persons (i.e., two or more persons, e.g., spouses, siblings, partners in a civil law partnership, are parties to the purchase of the Apartment under a development agreement or preliminary agreement), only one of these persons may participate in the Promotion, and only that person may receive the Promotion Prize.

1.4. If the party purchasing the Apartment is a legal person or an organizational unit without legal personality, when notifying the Organizer of the intention to participate in the Promotion (point 1.2.2. of the Terms and Conditions), a natural person who will be entitled to receive (use) the Prize in the Promotion must be indicated.

1.5. In each of the cases described in points 1.3 and 1.4, when notifying the Organizer of the intention to participate in the Promotion (point 1.2.2. of the Regulations), the person who will participate in it and who will be the holder of the Prize (voucher) must be indicated in writing or in a document.

1.6. In connection with the purchase of a single Apartment and participation in the Promotion, only one Prize may be awarded to one person.

1.7. In the Promotion, only one (single) Prize is provided for each Participant in the Promotion, regardless of the number of Apartments purchased from the Organizer during the Promotion period (which means that the Participant is entitled to receive only one Prize even if they purchase more than one Apartment – in the same or in both development projects listed in section A of the Terms and Conditions).

1.8. The Promotion cannot be combined with other promotions. A buyer of an Apartment who has received a discount on the Price of the Apartment cannot take advantage of the Promotion. Receipt of the discount will be confirmed by the buyer of the Apartment in writing (i.e., in writing or by email).

2. WHAT CAN YOU GET IN THE PROMOTION?

2.1. Vouchers with a gross value of PLN 50,000 (fifty thousand zlotys) each are available in the Promotion. The voucher is a form of prepayment for the products or

services described in the Terms and Conditions. For participating in the Promotion and purchasing one or more Apartments, the Participant will receive one voucher. The voucher may be in paper or electronic form. Receipt of the Voucher will be confirmed in writing.

2.2. The voucher referred to in point 2.1. of the Terms and Conditions is valid until December 31, 2026. The voucher entitles the Participant to use the products and services of one of the airlines selected by the Participant, referred to in point E, in accordance with their current offer and on the terms and conditions specified by them, subject to the provisions of these Terms and Conditions (in particular those included in this point 2 of the Terms and Conditions).

2.3. The Participant may not exchange the selected Reward for another, including exchange for cash.

2.4. The Participant may use the voucher, i.e. divide the voucher into a maximum of 3 (three) parts, up to the amount of the current balance of accumulated funds.

2.5. The voucher is not intended for resale. If the Participant does not use the voucher, the Participant is not entitled to a refund of the voucher value or any other benefit. If the Participant does not use the voucher, or purchases products or services with a value lower than the value of the voucher, the Participant is not entitled to a refund of the voucher value or the difference between its value and the value of the products or services actually purchased. If the value of the products or services purchased is higher than the value of the voucher, the Participant is obliged to pay the difference between the value of the products or services purchased and the value of the voucher directly to the supplier's account.

2.6. Subject to the provisions of sections 2.7. and 2.8., the Voucher may only be redeemed for reservations with the following airlines: Qatar Airways® (www.qatarairways.com), Emirates® (www.emirates.com) or Etihad Airways® (www.etihad.com) – in economy, business and first class.

2.7. The voucher is intended for redemption exclusively through the travel agency NU Horizons Sp. z o.o.

ul. W. Górskiego 6 lok. 81-82, 00-033 Warsaw, NIP: 7010034151, CEOTIPUNPUT entry number: 5672 (hereinafter referred to as the "Agency"). At the Participant's request, the voucher may include transfer reservations, hotels of 4* standard or higher, and additional services listed in section 2.8, provided that:

2.7.1. they are ordered by the Participant through the Agency, and

2.7.2. they are provided exclusively by suppliers who are VAT payers and issue VAT invoices.

2.8. The additional services referred to in point 2.7, ordered through the Agency, include:

- a) rental of luxury cars and campers,
- b) yacht rental,
- c) organization of VIP transfers,
- d) travel insurance,
- e) preparation of personalized travel plans,
- f) rental of luxury villas.

2.9. The voucher does not cover offers from airlines other than those listed in section E of the Terms and Conditions, or products and services from entities other than the Agency that are included in the Agency's offer.

2.10. The voucher does not cover the Participant's own discounts at a given facility.

2.11. The voucher cannot be used exclusively for car rental.

2.12. In the event of cancellation of a reservation made using the Reward (voucher), the refund policy is governed by the terms and conditions of the respective airline, carrier, accommodation facility, or additional service provider.

2.13. Neither the Agency nor the Organizer shall be liable for the inability to redeem the Reward (voucher) for reasons attributable to the airline, carrier, accommodation facility, or additional service provider.

2.14. The Organizer is not a party to the contract for the sale of products or services purchased using the Prize (voucher) and is not liable for the proper performance of contracts concluded by Participants with the airline listed in section E of the Terms and Conditions or with the Agency or a given carrier, accommodation facility, or additional service provider using the voucher.

3. RULES FOR AWARDING PRIZES

3.1. Participants who purchase an Apartment will receive a Prize (voucher) as part of the Promotion, with a unit value specified in section 2.1. of these Terms and Conditions.

3.2. Prizes will be issued to Participants within 21 days of the date on which all the conditions referred to in point 1.2. of the Terms and Conditions are met, at the Organizer's Sales Office in Warsaw at ul. Grzybowska 58 (Villa Fabrykanta).

3.3. Receipt of the Prize will be confirmed by the Participant in a formal protocol.

3.4. The condition for issuing the Prize within the time limit specified in point 3.2. is that the Participant has the status of a party to a development agreement or a preliminary agreement for the purchase of an Apartment during the Promotion period, which means that by the date of issue of the Prize: none of the parties to the development agreement or preliminary agreement for the purchase of an Apartment will submit a statement of withdrawal from this agreement to the other party, the parties will not terminate this agreement by mutual agreement, and this agreement will not cease or expire between the parties for any other reason.

4. COMPLAINTS

4.1. All complaints may be submitted to the Organizer until November 30, 2025 (the date of receipt by the Organizer shall be decisive), unless they concern a product or service purchased using a voucher.

4.2. Complaints should be sent by registered mail to the Organizer's address or to the Sales Office address referred to in point 3.2, with the note "Promotion Recommend 1st class." The complaint should include: the Participant's first and last name, exact address, telephone number, and email address, as well as the reason for the complaint and a request for specific action by the Organizer.

4.3. The person submitting the complaint will be informed in writing about the manner in which the complaint has been resolved by registered letter, sent to the address provided in the complaint within 7 days from the date of delivery of the complaint to the Organizer.

4.4. The complaint procedure is voluntary and does not exclude the Participant's right to pursue claims independently of the complaint procedure through court proceedings.

4.5. Complaints regarding the performance of products or services purchased using a voucher should be submitted directly to the supplier of these goods and services or to their seller.

5. PROCESSING OF PERSONAL DATA

The controller of personal data processed for the purpose of conducting the Promotion is the development company listed in section A of the Terms and Conditions and Archicom Spółka Akcyjna with its registered office in Wrocław (company address: ul. Powstańców Śląskich 9, 53-332 Wrocław) as joint controllers of the Participants' personal data. Personal data is processed for the purpose of conducting the Promotion, including for the purpose of awarding prizes and considering any complaints, as well as for the purposes of direct marketing by the data controller. More information on the rules for the processing of personal data by

the Organizer can be found in the Appendix to the development agreement or preliminary agreement for the purchase of an Apartment – GDPR Information Clause.

6. TAXES

6.1. The Participant referred to in point 1.1. letters a), b) and c) in connection with point 1.3. of the Terms and Conditions, and in the case of Participants referred to in point 1.1. letter d) in connection with point 1.4. of the Terms and Conditions – natural persons indicated by the Participant as recipients of the Prize - is not required to make any independent tax settlements in respect of receiving the Prize in the Promotion, because together with the Prize they receive an additional cash prize in the amount necessary to cover the tax due on the prize in the Promotion, calculated in accordance with point 6.2. below. The awarding of the Prize to a natural person who is not a Polish tax resident is, as a rule, subject to a 10% flat-rate PIT tax, unless the natural person presents documents confirming the application of a tax exemption on the basis of a relevant double taxation agreement.

6.2. The Promotion Prize awarded to the Participant referred to in section 1.1. letters a), b) and c) of the Rules is accompanied by an additional cash prize calculated according to the formula $[\text{Prize Value} * 10/9 - \text{Prize Value}]$ and rounded to the nearest PLN. The additional cash prize will be deducted by the Organizer and used to cover the personal income tax due on the Promotion winnings in the amount of 10% of the prize value in accordance with Article 41(4) and (7) in conjunction with Article 30(1)(2) of the Personal Income Tax Act.

6.3. The Participant referred to in point 1.1. letter d) of the Terms and Conditions (unless they are a personal income tax payer) is obliged to settle their tax liability independently in respect of receiving the Prize in the Promotion in accordance with the tax regulations applicable to that Participant.

6.4. After receiving the Prize, the Promotion Participant is obliged to inform the Organizer of any changes to the personal data provided in the registration form.

7. IMPORTANT RESERVATIONS AND FINAL PROVISIONS

7.1. Persons employed (regardless of the legal basis) by the Organizer and other entities directly involved in the organization and conduct of the Promotion, as well as persons in a personal relationship with the above-mentioned persons, in particular kinship, affinity, or social relationship, may not participate in the Promotion.

7.2. The Organizer has the right to verify whether the Participant meets the conditions specified in the Terms and Conditions. To this end, it may require the Participant to submit specific written statements, provide specific data or submit

specific documents necessary for proper participation in the Promotion, as well as provide their address of residence. Failure to meet the conditions set out in the Terms and Conditions or unjustified refusal to comply with the above requests may result, after an investigation, in the exclusion of the Participant from the Promotion and the simultaneous expiry of the right to prizes.

7.3. If the development agreement or preliminary agreement for the purchase of an Apartment concluded by the Participant in accordance with point 1.2.1. of the Terms and Conditions is terminated or expires (regardless of the legal basis for termination or expiry) before the Prize is awarded, the Participant loses the right to the Prize.

7.4. In the event of withdrawal from or termination of the Agreement, after the Participant has received the Prize under the Promotion, the Participant shall be obliged to return the equivalent value of the Prize received in cash within 7 days of the request for payment. If the Participant fails to return the equivalent of the entire benefit received under the Promotion within the above-mentioned period, the Organizer shall be entitled to deduct from the amounts paid to the Participant towards the gross price of the Apartment the equivalent of the entire benefit received by the Participant, to which the Participant agrees.

7.5. In the event that the above-mentioned development agreement is terminated for reasons other than withdrawal by the Participant in accordance with Article 43 of the Act of May 20, 2021, on the protection of the rights of purchasers of residential premises or single-family houses and the Development Guarantee Fund, the Organizer and the Participant shall agree that the Organizer shall receive a refund of the equivalent of the voucher from the funds accumulated by the Participant as the purchaser of the Apartment in the residential escrow account.

7.6. In each case of violation of the provisions of the Regulations by the Participant, the Organizer shall be entitled to exclude them from participation in the Promotion. The Organizer shall have the right to exclude from participation in the Promotion Participants who, in particular:

7.6.1. participate in the Promotion using fictitious personal data;

7.6.2. engage in unlawful activities, in particular when their behavior harms the interests of third parties;

7.6.3. engage in any activities aimed at circumventing the Terms and Conditions or security measures or rules of the Promotion, after an investigation confirming the above assumption has been conducted.

7.7. Participants are not entitled to reserve specific properties of prizes or request replacement of the received Prize with another one (e.g., replacement with a voucher from another airline or another product or service provider), or to receive its cash equivalent.

7.8. Prizes not collected within the specified time due to the Participant's fault and prizes of persons excluded from participation in the Promotion, after an investigation, remain the property of the Organizer.

7.9. The proper names used in these Terms and Conditions: Qatar Airways®, Emirates®, and Etihad Airways® are registered trademarks. Trademarks and product names are used by the Organizer for informational purposes only – for the purposes of organizing and conducting the Promotion, in particular to inform about the type of prizes provided in the Promotion.

7.10. The promotion is not a game of chance, mutual betting, card game, or slot machine game, the outcome of which depends on chance within the meaning of Article 2 of the Act of November 19, 2009, on gambling. The promotion constitutes a bonus sale and is carried out by the Organizer as a public promise within the meaning of Articles 919-921 of the Civil Code.

7.11. These Terms and Conditions are available at the Sales Outlet indicated in point 3.2.

7.12. The Organizer reserves the right to amend the Terms and Conditions and the terms of the Promotion during the Promotion period if this is justified by the purpose of the Promotion and does not adversely affect the terms of participation in the Promotion, provided that such amendments do not infringe the rights already acquired by the Participants. All Participants will be notified of any changes to the Terms and Conditions by email to the addresses provided during registration.

7.13. Participants may withdraw from the Promotion at any time by sending a written statement to the Organizer's address.

7.14. The rights resulting from participation in the Promotion may not be transferred by the Participant to a third party.

7.15. In matters not covered by the Rules, the relevant provisions of the Civil Code and other laws shall apply.