

SPLOŠNI POGOJI UPORABE

za digitalni program zvestobe strank podjetja Supernova Marketing d.o.o.
(v nadaljevanju tudi "**Pogoji uporabe**")

Različica 07.11.2025

1. PREAMBULA

- 1.1. Mi, **Supernova Marketing d.o.o.**, Jurčkova cesta 223, 1000 Ljubljana, matična številka: 3387046000, vključno s povezanimi družbami (skupaj "**Supernova**", "**mi**", "**nas**" ali "**naše**" ali "**družba**"), v vlogi upravljavca podatkov (v nadaljevanju tudi "**upravljavce podatkov**") svojim strankam ponujamo program digitalnih bonus točk v obliki aplikacije za pametni telefon za platformi iOS in Android ali spletne aplikacije (v nadaljevanju tudi "**aplikacija**"). Kot uporabnik aplikacije imate na voljo različne možnosti za zbiranje bonus točk. Zbrane bonus točke lahko nato zamenjate za nagrade in ugodnosti ali v povezavi s tekmovanji.
- 1.2. Več podrobnosti in informacij o zbiranju in unovčevanju bonus točk najdete v aplikaciji. V njej si lahko ogledate tudi svoje prejšnje dejavnosti na računu. Upoštevajte, da v zvezi z tekmovanji veljajo ločeni pogoji sodelovanja. Če imate dodatna vprašanja v zvezi z uporabo in funkcionalnostjo aplikacije, se lahko obrnete tudi na našo službo za podporo na naslovu dp.si@supernova.at.

2. PODROČJE UPORABE

- 2.1. S prenosom aplikacije in poznejšo registracijo kot uporabnik z nami kot upravljavcem podatkov sklenete uporabniško pogodbo. Ob registraciji in ob vsaki prijavi v aplikacijo se strinjate, da za vas veljajo naslednji Pogoji uporabe, in potrdite, da ste prebrali in razumeli naš Pravilnik o zasebnosti. Ti Pogoji uporabe so pravno zavezujoča pogodba med vami in nami glede vaše uporabe aplikacije. Če se s temi Pogoji uporabe ne strinjate v celoti, aplikacije ne smete uporabljati.

3. POSODOBITVE

- 3.1. Pridržujemo si pravico, da kadar koli dopolnimo, posodobimo, spremenimo ali nadomestimo kateri koli del teh Pogojev uporabe. O takšnih spremembah vas bomo obvestili npr. tako, da vam bomo spremenjene pogoje uporabe poslali neposredno v vaš uporabniški račun. Nadaljnja uporaba aplikacije je pogojena s sprejetjem posodobljenih pogojev. Če uporabnik ne sprejme posodobljenih pogojev, se lahko dostop do aplikacije omeji ali prekine, dokler uporabnik ne sprejme posodobljenih pogojev.

4. UPORABNIŠKI RAČUNI

- 4.1. Program bonus točk je na voljo samo registriranim uporabnikom. Ob registraciji ustvarite

uporabniški račun. V skladu z veljavno zakonodajo si pridržujemo pravico, da vašo registracijo iz upravičenih razlogov zavrnemo. Ob registraciji uporabniškega računa nam boste morda morali posredovati nekatere podatke o sebi, na primer ime, e-poštni naslov ali druge kontaktne podatke. Jamčite, da so podatki, ki nam jih posredujete, točni, popolni in niso zavajajoči ter da jih boste vedno ohranjali točne in posodobljene.

- 4.2. Uporaba naše aplikacije je dovoljena le potrošnikom za zasebne namene v skladu z določbami Zakona o varstvu potrošnikov (ZVPot-1). Prenos uporabniškega računa in s tem povezanih pravic uporabe - zlasti bonus točk - na drugo osebo ni dovoljen.
- 4.3. Več registracij za program bonus točk ni dovoljenih; dovoljen je le en (sočasen) uporabniški račun na končno napravo. Uporabniške račune, odprte v nasprotju s to določbo, lahko upravljavec podatkov izbriše; bonus točke, zbrane na izbrisnem uporabniškem računu, ki še niso bile unovčene, pa prenehajo veljati.
- 4.4. Zavezujete se, da boste vse podatke, zahtevane med postopkom registracije, posredovali pravilne in v celoti. Imamo pravico, vendar ne dolžnost, zahtevati dokazilo o točnosti posredovanih podatkov. Odgovorni ste nam za vse pomanjkljivosti, ki izhajajo iz nepravilnih podatkov. Kot naslov ni dovoljeno navesti poštnega predala (poštni nabiralnik), temveč le e-poštni naslov.
- 4.5. Zavezujete se, da boste podatke za prijavo (npr. e-poštni naslov ali telefonsko številko v kombinaciji z geslom) hranili kot zaupne in jih zaščitili pred dostopom nepooblaščenih tretjih oseb. Prijavnih podatkov ne smete posredovati tretjim osebam in tretjim osebam ne smete dovoliti uporabe aplikacije s temi prijavnimi podatki. Takšno dovoljenje se namreč šteje za kršitev Pogojev uporabe, mi pa si pridržujemo pravico do blokade vašega računa, ne da bi vas o tem predhodno obvestili. Če sumite, da so nepooblaščene tretje osebe pridobile vaše prijavne podatke ali da vaš račun ni več varen, ste nas dolžni o tem nemudoma obvestiti na dp.si@supernova.at in spremeniti geslo. V tem primeru smo, da bi preprečili zlorabo, pooblaščenim vaš uporabniški račun začasno blokirati, ne da bi vas o tem predhodno obvestili.
- 4.6. Ko se vaši podatki spremenijo, ste dolžni nemudoma posodobiti svoj uporabniški račun.

5. OBSEG UPORABE, PRAVICE UPORABE, VSEBINA

- 5.1. Za uporabo aplikacije in sklenitev te uporabniške pogodbe so pooblaščene le osebe, ki so ob registraciji dopolnile 18 let.
- 5.2. Aplikacijo lahko uporabljate v skladu s temi Pogoji uporabe in v okviru omejitev, zlasti za pridobivanje vsebine.
- 5.3. Uporaba aplikacije je brezplačna. Pri določenih ponudbah je mogoče, da boste v zameno za

posredovanje svojih osebnih podatkov prejeli digitalno vsebino ali storitve. V tem primeru se za pogodbo, sklenjeno v zvezi s tem, uporablja Zakon o varstvu potrošnikov (ZVPot-1).

- 5.4. Upoštevajte, da se glede na pogodbo z vašim ponudnikom interneta lahko za preneseno količino podatkov zaračunajo stroški. Zlasti pri uporabi mobilnega interneta in v tujini (gostovanje) se lahko zaračunajo znatni stroški, katerih cene določajo sami in so kot taki popolnoma neodvisni od družbe in njenih storitev v aplikaciji.
- 5.5. Pridržujemo si pravico, da razširimo ali omejimo vsebino in obseg storitev naše aplikacije, da uvedemo izboljšave in druge spremembe ter da prejšnjo ponudbo nadomestimo z drugo. Vse te spremembe bodo izvedene v skladu z veljavno zakonodajo.
- 5.6. Prav tako si pridržujemo pravico, da po potrebi začasno ali trajno ukinemo našo aplikacijo ali program bonus točk. Če je program bonus točk prekinjen, lahko do takrat zbrane bonus točke še vedno unovčite do datuma izteka veljavnosti, razen če ni navedeno drugače. Če je program bonus točk prekinjen, bonus točk ni mogoče zbirati.
- 5.7. Razpoložljivost naše aplikacije je med drugim odvisna od delovanja in uporabe internetne in omrežne infrastrukture, na katero v nekaterih primerih nimamo vpliva. Ne zagotavljamo, da bo naša aplikacija vedno na voljo ali da bodo vse vsebine vedno dostopne. Prizadevamo si, da bi morebitne izpade delovanja aplikacije odpravili čim hitreje. Ne odgovarjamo za motnje v delovanju storitev zaradi višje sile, zlasti zaradi izpada ali preobremenitve globalnih komunikacijskih omrežij. Za primere višje sile se štejejo zlasti vsi učinki, ki jih ne moremo preprečiti ali odvrniti.
- 5.8. Pooblaščen smo, da začasno omejimo dostop do naše aplikacije in njeno delovanje, če je to potrebno zaradi vzdrževalnih del, posodobitev, varnosti in celovitosti sistema. O morebitnih dolgoročnejših vzdrževalnih delih, tudi o varnostnih posodobitvah, ki so potrebne za ohranjanje skladnosti digitalne vsebine ali digitalne storitve v času trajanja uporabniške pogodbe, vas bomo vnaprej obvestili. Če je za pravilno delovanje aplikacije potrebna varnostna posodobitev in je ne uporabljate ali če jo uporabljate nepravilno, ne nosimo nobene odgovornosti za morebitno neskladnost, ki je nastala izključno zaradi odsotnosti ustrezne posodobitve.
- 5.9. Dokumenti, ki so dani na voljo v elektronski obliki, zlasti slike, vzorci in druge informacije, ostanejo naša intelektualna lastnina. Za vsako uporabo, zlasti za posredovanje, razmnoževanje in objavo s strani uporabnika, je potrebno naše predhodno izrecno pisno soglasje.
- 5.10. Pridržujemo si vse pravice, zlasti pravice iz blagovnih znamk in avtorske pravice, do celotne vsebine aplikacije, zlasti blagovnih znamk, logotipov, besedil, grafik, fotografij in postavitve. Pod pogojem, da v celoti in stalno izpolnjujete te Pogoje uporabe, vam podeljujemo omejeno, osebno, neizključno, neprenosljivo, nesublicenčno in preklicno licenco za dostop do naših storitev in njihovo uporabo prek aplikacije.

- 5.11. Aplikacijo lahko uporabljajo tudi zaposleni pri najemnikih Supernove ter njihovi družinski člani (npr. zakonci, starši, otroci, bratje in sestre ...). Vendar pa ti uporabniki ne smejo sodelovati v programu zvestobe z računi, ki jih je izdal najemnik, pri katerem so ti zaposleni zaposleni. V primeru kršitve si pridržujemo pravico do blokade takega uporabniškega računa.

6. BONUS TOČKE, TEKMOVANJA

- 6.1. Ko odprete uporabniški račun, imate na voljo več možnosti za zbiranje bonus točk. Podrobnejše informacije in opise o zbiranju bonus točk najdete v aplikaciji. Za določene dejavnosti in interakcije boste na primer prejeli določeno število bonus točk. Pridržujemo si pravico, da dopolnimo, omejimo in (začasno ali trajno) deaktiviramo možnosti zbiranja ter prilagodimo število bonus točk v vsakem posameznem primeru.
- 6.2. Bonus točke, zbrane v vašem uporabniškem računu, lahko zamenjate za nagrade in ugodnosti, ki so podrobneje opisane v aplikaciji. Nagrade in ugodnosti lahko uveljavljate le, če je ob unovčitvi na vašem uporabniškem računu vpisano število bonus točk, potrebnih za ustrezno nagrado ali ugodnost. Nagrade ali ugodnosti, za katere je na voljo omejena kvota, je mogoče unovčiti le, dokler kvota ni izčrpana. Izključeno je "gotovinsko izplačilo" bonus točk.
- 6.3. Bonus točke so veljavne le do datuma izteka veljavnosti, navedenim v aplikaciji. Če bonus točk v tem obdobju ne unovčite, potečejo. Pri unovčevanju bonus točk se najprej odštejejo prej knjižene bonus točke. Bonus točke in unovčene nagrade ali ugodnosti se lahko v primeru zlorabe tudi naknadno prekličejo. Ko je nagrada ali ugodnost enkrat unovčena v zameno za bonus točke, je ni mogoče pretvoriti nazaj v bonus točke.
- 6.4. Nadalje, lahko v nekaterih primerih zbrane bonus točke zamenjate za sodelovanje na tekmovanjih. V teh primerih je treba upoštevati, da za posamezna tekmovanja veljajo ločeni Pogoji sodelovanja.

7. OMEJITEV IN IZKLJUČITEV ODŠKODNINSKE ODGOVORNOSTI

- 7.1. V zakonsko dovoljenem obsegu smo vam odgovorni le za škodo, ki smo vam jo mi ali naši pooblaščeneci povzročili namerno ali zaradi hude malomarnosti. Naša odgovornost je v zakonsko dovoljenem obsegu omejena na tipično, predvidljivo škodo.
- 7.2. Če ste pri uporabi naše aplikacije z elektronskimi povezavami preusmerjeni na zunanja spletna mesta ali druge zunanje aplikacije, ne prevzemamo nobene odgovornosti v zvezi predstavljeno vsebino na teh mestih ali aplikacijah, zlasti ne za njeno točnost, popolnost ali zakonitost.
- 7.3. Naše jamstvo temelji na zakonskih določbah. Ne jamčimo, da boste do naše aplikacije lahko dostopali vedno in brez prekinitev. Ne jamčimo, da je vsebino aplikacije mogoče uporabljati v kateri koli končni napravi, s katerim koli internetnim brskalnikom in katero koli različico programske

opreme.

- 7.4. Odrekate se uveljavljanju zahtevkov ali obtožb kakršne koli narave proti družbi Supernova, njenim povezanim ali hčerinskim podjetjem, njihovim sponzorjem, izvajalcem, oglaševalcem, prodajalcem ali drugim partnerjem, njihovim naslednikom ali pooblaščencom ali njihovim direktorjem, zastopnikom ali zaposlenim (skupaj "**Stranke**"), ki izhajajo iz vaše uporabe aplikacije ali so na kakršen koli način povezani z njo, med drugim vključno s kakršnimi koli zahtevki ali obtožbami v zvezi s kršitvijo lastninskih pravic ali obtožbami, da je katera koli Stranka odškodovala, ali bi vas morala braniti in zavarovati ali katero koli tretjo osebo pred kakršnim koli zahtevkom ali obtožbo zaradi vaše uporabe ali druge uporabe aplikacije. Aplikacijo uporabljate na lastno odgovornost.
- 7.5. Družbo Supernova in druge Stranke boste branili, jim povrnili škodo in jih razbremenili vseh izgub, škode, obveznosti, stroškov, izdatkov, zahtevkov in postopkov, ki izhajajo iz vaše uporabe aplikacije in iz uporabe aplikacije s strani katere koli osebe, ki ji omogočite dostop do svojega računa, vključno z vsemi zahtevki katere koli osebe, da katera koli vaša uporaba aplikacije krši pravice, vključno s pravicami intelektualne lastnine, katere koli tretje osebe.

8. TRAJANJE

- 8.1. Uporabniška pogodba začne veljati, ko sprejmete Pogoje uporabe ali prvič dostopate do aplikacije ali jo uporabljate z ustvarjanjem uporabniškega računa. Uporabniška pogodba je sklenjena za nedoločen čas in preneha veljati v skladu s točko 8.2 ali točko 8.3 spodaj.
- 8.2. **PRAVICA DO ODSTOPA.** Od uporabniške pogodbe lahko odstopite kadarkoli s 14-dnevnim odpovednim rokom, ne da bi vam bilo treba utemeljiti svojo odločitev za odstop in ne da bi vam nastali kakršni koli drugi stroški. V takem primeru nas lahko o uveljavljanju svoje pravice obvestite tako, da nam pošljete elektronsko sporočilo na naslov dp.si@supernova.at. Elektronsko sporočilo, ki nam ga pošljete, mora vsebovati nedvoumno izjavo, ki izraža odločitev o odstopu od te uporabniške pogodbe. Bonus točke, ki so bile do tega trenutka pripisane na vaš račun in še niso bile unovčene, bodo ob odstopu izgubljene.
- 8.3. **PRENEHANJE.** To uporabniško pogodbo lahko kadar koli odpoveste brez predhodnega obvestila z deaktivacijo svojega računa v aplikaciji. Ob odpovedi bodo vse neporabljene bonusne točke zapadle. V primeru odpovedi z naše strani ta začne veljati šele po izteku vseh bonus točk, ki ste jih pridobili z zadevnim datumom izteka veljavnosti. To ne vpliva na našo pravico do odstopa od uporabniške pogodbe iz utemeljenega razloga s takojšnjim učinkom. Utemeljeni razlogi so zlasti, vendar ne izključno, če:
- (i) ste ob odprtju uporabniškega računa podali napačne izjave;
 - (ii) ste svoj uporabniški račun dali na voljo tretjim osebam ali ga prenesli na tretje osebe;

- (iii) odprli več uporabniških računov v nasprotju s točko 4.3;
- (iv) je drugače kršil pogodbeno obveznost iz te uporabniške pogodbe.

- 8.4. V vseh zgoraj navedenih primerih smo pooblaščenim tudi za začasno blokado ali začasno ukinitve vašega uporabniškega računa brez predhodnega obvestila in brez kakršnih koli formalnosti. Hkrati z blokado računa vas bomo pozvali, da v razumnem roku odpravite kršitev.
- 8.5. V primeru izredne odpovedi v skladu s točko 8.3. zgoraj, bonus točke, ki so bile do takrat knjižene na vaš uporabniški račun in še niso bile unovčene, prenehajo veljati nemudoma.

9. VELJAVNO PRAVO IN PRISTOJNOST

- 9.1. Pogoji uporabe se urejajo in razlagajo v skladu z zakonodajo Republike Slovenije.
- 9.2. Kraj izpolnitve je kraj registriranega sedeža družbe ali upravljavca podatkov. V primeru sporov boste lahko vložili pritožbe pri naši podporni ekipi na naslovu dp.si@supernova.at. Če pa med vami in nami ne bo dosežena sporazumna rešitev, je za spore, ki izhajajo iz uporabe naše aplikacije, teh Pogojev uporabe in uporabniške pogodbe ter v zvezi z njo - vključno z vprašanjem njene dejanske sklenitve in prenehanja - izključno pristojno sodišče v kraju sedeža družbe ali upravljavca podatkov.

10. KLAUZULA O NEODVISNOSTI DOLOČB

- 10.1. Če je ena ali več določb teh Pogojev uporabe neveljavna, ostale določbe ostanejo veljavne. Neveljavne določbe se sporazumno nadomestijo s takšnimi veljavnimi določbami, ki se čim bolj približujejo namenu, ki so ga pogodbene stranke želele doseči z neveljavno določbo. Če Supernova ne zahteva ali ne uveljavlja doslednega izvajanja katere koli določbe ali ne uveljavlja katere koli pravice v skladu s Pogoji uporabe, se to ne šteje kot odpoved taki določbi ali pravici.

11. PRAVILNIK O ZASEBNOSTI

- 11.1. Za informacije o tem, kako Supernova zbira, uporablja in razkriva osebne podatke svojih uporabnikov, glejte naš Pravilnik o zasebnosti. S prenosom in uporabo aplikacije se strinjate z našo uporabo, zbiranjem in razkrivanjem osebnih podatkov v skladu s Pravilnikom o zasebnosti.

12. SPREJETJE POGOJEV UPORABE

- 12.1. Z uporabo aplikacije in naših storitev, zagotovljenih prek aplikacije, se izrecno strinjate z vsemi točkami (tj. točkami 1,2,3,4,5,6,7,8,9,10,11) teh splošnih pogojev.

GENERAL TERMS OF USE

for the digital customer loyalty programme of Supernova Marketing d.o.o.
(hereinafter also referred to as the "**Terms of Use**")

Version of 07.11.2025

1. PREAMBLE

- 1.1. We, **Supernova Marketing d.o.o.**, Jurčkova cesta 223, 1000 Ljubljana, registration number: 3387046000, including its affiliates (collectively, "**Supernova**", "**we**", "**us**", or "**our**" or "**Company**") offer our customers a digital bonus points programme in the form of a smartphone app for the iOS and Android platforms or as a web-based application (hereinafter also referred to as the "**App**") in our capacity as data controller (hereinafter also referred to as the "**Data Controller**"). As a user of the App, you have various options for collecting bonus points. The bonus points collected can then be redeemed for rewards and benefits or in connection with competitions.
- 1.2. You can find more details and information on collecting and redeeming bonus points in the App. You can also view your previous account activities there. Please note that separate conditions of participation apply to the competitions. If you have any further questions regarding the use and functionality of the App, you can also contact our support team at dp.si@supernova.at.

2. SCOPE OF APPLICATION

- 2.1. By downloading the App and subsequently registering as a user, you enter into a user agreement with us as Data Controller. When registering and each time you log in to the App, you agree to be subject to the following Terms of Use and confirm that you have read and understood our Privacy Policy. These Terms of Use are a legally binding contract between you and us regarding your use of the App. If you do not agree with these Terms of Use in their entirety, you may not use the App.

3. UPDATES

- 3.1. We reserve the right to amend, update, change or replace any part of these Terms of Use at any time. We will notify you of such changes, for example, by sending the amended Terms of Use directly to your user account. Continued use of the App is subject to acceptance of the updated Terms of Use. If a user does not accept the updated Terms of Use, access to the App may be limited or suspended until such acceptance is provided.

4. USER ACCOUNTS

- 4.1. The bonus points programme is only open to registered users. When you register, you create a user account. We reserve the right to refuse your registration on justified grounds, in accordance with applicable law. When you register for an account, you may be required to provide us with

some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading and that you will keep it accurate and up to date at all times.

- 4.2. The use of our App is only permitted to consumers for private purposes in accordance with the provisions of the Consumer Protection Act (ZVPot-1). The transfer of the user account and the associated rights of use - in particular the bonus points - to another person is not permitted.
- 4.3. Multiple registrations for the bonus points programme are not permitted; only one (simultaneous) user account per end device is permitted. User accounts opened contrary to this provision may be deleted by the Data Controller; bonus points collected on the deleted user account and not yet redeemed shall expire.
- 4.4. You undertake to provide all information requested during the registration process correctly and completely. We are entitled, but not obliged, to request proof of the accuracy of the data provided. You are liable to us for all disadvantages arising from incorrect information. It is not permitted to provide a PO box (postal box) as an address, but only an email address.
- 4.5. You undertake to keep the login data (e.g., email address or telephone number in combination with the password) confidential and to protect it from access by unauthorized third parties. You may not pass on the login details to third parties and may not allow third parties to use the App with these login details, then such permission will be deemed a violation of these Terms of Use, and we reserve the right to block your account without notifying you in advance. If you suspect that unauthorized third parties have gained knowledge of your login data or that your account is no longer secure, you must inform us immediately at dp.si@supernova.at and change your password. In this case, we are authorized to temporarily block your user account in order to prevent misuse, without notifying you in advance.
- 4.6. You are obliged to update your user account immediately whenever your data changes.

5. SCOPE OF USE, RIGHTS OF USE, CONTENT

- 5.1. Only persons who have reached the age of 18 at the time of registration are authorized to use the App and to conclude this user agreement.
- 5.2. You are authorized to use our App in accordance with and within the limits of these Terms of Use and, in particular, to retrieve content.
- 5.3. Use of the App is free of charge. With certain offers, it is possible that you will receive digital content or services in return for providing your personal data. In this case, the Consumer Protection Act (ZVPot-1) applies to the agreement concluded in this respect.
- 5.4. Please note that, depending on the agreement with your Internet provider, charges may apply for

the transferred data volume. Significant charges may be incurred, especially for mobile Internet use and use from abroad (roaming), the prices for which are set by your service provider and are therefore completely independent of the Company and its services in the App.

- 5.5. We reserve the right to expand or restrict the content and range of services of our App, to make improvements and other changes, and to replace the previous offer with alternatives. All these changes will be made in accordance with the applicable legislation.
- 5.6. We also reserve the right to temporarily suspend or permanently discontinue our App or the bonus points programme, if necessary. If the bonus points programme is discontinued, you can still redeem the bonus points you have collected up to that point until the expiry date, unless otherwise stated. It is not possible to collect bonus points while the bonus points programme is suspended.
- 5.7. The availability of our App depends, among other things, on the operation and utilization of the internet and network infrastructure, over which we have no control in some cases. We do not guarantee that our App will always be available or that all content will always be accessible. We endeavor to rectify any App outages as quickly as possible. We are not responsible for service disruptions due to force majeure, in particular, the failure or overloading of global communication networks. Events of force majeure shall be deemed to include, in particular, all effects that are beyond our control to prevent or avert.
- 5.8. We are authorized to temporarily restrict access to and the performance of our App if this is necessary for maintenance work, updates, security and system integrity. We will inform you in advance of any longer-term maintenance work, including also about security updates that are necessary to maintain the compliance of the digital content or digital service throughout the duration of the user agreement. In case a security update is required for the proper functioning of the App, and you do not operate it or if you operate it incorrectly, we do not bear any responsibility for any non-compliance caused solely by the lack of the relevant updating.
- 5.9. Documents made available electronically by us, in particular images, samples and other information, remain our intellectual property. Any use, in particular, the forwarding, reproduction and publication by the user, requires our prior express written consent.
- 5.10. We reserve all rights, in particular trademark rights and copyrights, to the entire content of the App, in particular to trademarks, logos, texts, graphics, photographs and layout. Subject to your complete and ongoing compliance with these Terms of Use, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our services through the App.
- 5.11. The App may also be used by employees of Supernova tenants as well as their family members (e.g., spouses, parents, children, siblings ...). However, such users are not permitted to participate in the loyalty program using receipts issued by the tenant by whom these employees are

employed. In the event of a violation, we reserve the right to suspend or terminate the respective user account.

6. BONUS POINTS, COMPETITIONS

- 6.1. When you open your user account, you have various options for collecting bonus points. You will find more detailed information and descriptions on collecting bonus points in the App. For example, you will receive a specific number of bonus points for certain activities and interactions. We reserve the right to supplement, restrict and (temporarily or permanently) deactivate collection options and to adjust the number of bonus points in each individual case.
- 6.2. The bonus points collected in your user account can be redeemed for rewards and benefits as described in more detail in the App. Rewards and benefits can only be claimed if the number of bonus points required for the respective reward or benefit is credited to your user account at the time of redemption. Rewards or benefits for which a limited quota is available can only be redeemed until the quota is exhausted. A "cash payment" of bonus points is excluded.
- 6.3. The bonus points are only valid until the expiry date specified in the App. If bonus points are not redeemed during this period, they will expire. When redeeming bonus points, the bonus points credited earlier will be deducted first. Bonus points and redeemed rewards or benefits can also be cancelled retrospectively in cases of abuse. Once a reward or benefit has been redeemed for bonus points, it cannot be converted back into bonus points.
- 6.4. Furthermore, in certain cases, the bonus points collected can also be redeemed for participation in competitions. In these cases, please note that the separate conditions of participation for the individual competitions apply.

7. LIMITATION OF LIABILITY, INDEMNITY

- 7.1. To the extent permitted by law, we shall only be liable to you for damages that we or our vicarious agents have caused you intentionally or through gross negligence. To the extent permitted by law, our liability is limited to typical, foreseeable damage.
- 7.2. If you are redirected to external websites or other external applications by means of electronic links when using our App, we assume no liability in connection with the content presented there; in particular, not for its accuracy, completeness or legality.
- 7.3. Our warranty is based on statutory provisions. We do not guarantee that you will be able to access our App at all times and without interruption. We do not guarantee that the content of the App can be consumed on any end device, with any internet browser, and any software version.
- 7.4. You waive and shall not assert any claims or allegations of any nature whatsoever against Supernova, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or other

partners, any of their successors or assigns, or any of their respective directors, agents or employees (collectively, the "**Parties**") arising out of or in any way relating to your use of the App, including, without limitation, any claims or allegations relating to infringement of proprietary rights, or allegations that any Party should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the App. You use the App at your own risk.

7.5. You shall defend, indemnify and hold harmless Supernova and the other Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the App, and from the use of the App by any person to whom you give access to your account, including any claims made by any person that any of your use of the App infringes the rights, including the intellectual property rights, of any third party.

8. DURATION

8.1. The user agreement is effective beginning when you accept the Terms of Use or first access or use the App by creating the user account. The user agreement is concluded for an indefinite period and ends pursuant to Section 8.2. or Section 8.3. below.

8.2. **RIGHT OF WITHDRAWAL.** You have a right to withdraw from this user agreement at any time with 14 days' notice, without having to justify your decision to withdraw and without incurring any other costs. In such a case, you can inform us about the exercise of your right by sending us an email at dp.si@supernova.at. The email sent to us should contain an unequivocal statement expressing the decision to withdraw from this user agreement. Bonus points credited to your account up to this point and not yet redeemed will be forfeited upon withdrawal.

8.3. **TERMINATION.** You may terminate this user agreement at any time without notice by deactivating your account in the App. In the event of termination by us, this shall only become effective upon expiry of all bonus points acquired by you at the respective expiry date. This does not affect our right to terminate the user agreement for good cause with immediate effect. The good cause is in particular, but not exclusively, if you:

- (v) have made false statements when opening your user account;
- (vi) have made your user account available to third parties or transferred it to third parties;
- (vii) have opened several user accounts contrary to Section 4.3;
- (viii) have otherwise breached a contractual obligation under this user agreement.

8.4. In all of the aforementioned cases, we are also authorized to temporarily block or suspend your user account without prior notice and without any formalities. At the same time as blocking your account, we will ask you to rectify the offence within a reasonable period of time.

8.5. In the event of extraordinary termination in accordance with Section 8.3. above, the bonus points credited to your user account up to that point and not yet redeemed will expire with immediate effect.

9. APPLICABLE LAW AND JURISDICTION

9.1. The Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Slovenia.

9.2. The place of fulfilment is the place of the registered office of the Company or Data Controller. In case of disputes, you will be able to submit complaints to our support team at dp.si@supernova.at. However, if no amicable settlement is reached between you and us, the disputes arising from and in connection with the use of our App and this Terms of Use and the user agreement - including the question of its effective conclusion and termination - the competent court at the place of the registered office of the Data Controller shall have exclusive jurisdiction.

10. SEVERABILITY CLAUSE

10.1. If one or more provisions of these Terms of Use are or become invalid, the remaining provisions shall remain valid. Invalid or unenforceable provisions shall be replaced by mutual agreement by such valid provisions that come as close as possible to the purpose intended by the contracting parties with the invalid provision. Supernova's failure to require or enforce the strict performance of any provision or to exercise any right under the Terms of Use shall not be construed as a waiver of any such provision or right.

11. PRIVACY POLICY

11.1. Please refer to our Privacy Policy for information on how Supernova collects, uses and discloses personal information from its users. By downloading and using the App, you agree to our use, collection and disclosure of personal information in accordance with the Privacy Policy.

12. ACCEPTANCE OF THE TERMS OF USE

12.1. By using the App and our services provided through the App, you expressly agree to all the Sections (i.e., Section 1,2,3,4,5,6,7,8,9,10,11) of these Terms & Conditions.