

Terms And Conditions

STORE TERMS AND CONDITIONS RELEASES.PRM.COM

I GENERAL INFORMATION

1. The store prm.realeses.com online store (hereinafter referred to as "**Store**") is operated by Answear.com Spółka Akcyjna (Joint Stock Company) with its seat in Kraków, address: 31-564 Kraków, Aleja Pokoju 18, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kraków, XI Economic Department of the National Court Register under the number KRS 0000816066, REGON 122515020, NIP 6793080390 ("**Seller**" or "**PRM**"), which is also the controller of the personal data of the Store's Clients. In the further provisions of the Terms and Conditions, in order to simplify communication, in reference to Answear.com S.A. we use also the term: "we" or use other pronouns to denote the first person plural.

2. The Terms and Conditions ("**Terms and Conditions**") describe the rules for making purchases of goods presented in the Store ("**Goods**"), with the selection of the party to the contract being made via raffle ("**Raffle**"), account registration and other services described in the Terms and Conditions.

We use a Raffle to select a party to a contract for the sale of Goods due to the limited number of Goods that may be available through the Store and the potentially much larger number of persons interested in purchasing such Goods.

3. You can check the Terms and Conditions in the footer of the Store or download the current version in PDF format and save it to the medium of your choice.

5. Contracts for the purchase of Goods are concluded in English, which is also the language in which information is presented on the Store's website and communication with Clients is conducted.

6. Information about the Goods that can be purchased in the Store is an invitation to conclude a contract and make an offer to purchase these Goods under this Terms and Conditions.

6. The Goods in the Store are described in detail. The website contains information, in particular, about the properties of the Goods, their price, the material from which they are made.

7. All trademarks and brand names, photos, designs, lay-out of the Store, product descriptions and other elements of the Store are subject to copyright and may not be copied or used in any way for their own purposes without permission of PRM.

8. You may purchase from the Store only as a consumer, i.e. an individual making a purchase outside of your business. We do not sell to businesses.

II RULES FOR USING THE STORE

1. Before creating an account in the Store and placing an order, you must read and accept the Terms and Conditions. Without accepting the Terms and Conditions, you will not be able to participate in the purchase of Goods from the Store.

2. The information you provide to us in the course of placing an order or using other functionalities of the Shop should be truthful, up-to-date and accurate. Please note that we may refuse to process your order or conclude a purchase agreement if the data you provide is false or so inaccurate that it makes it impossible to process your order, in particular, it prevents proper delivery. In case of the latter, before refusing to process an order, we will attempt to contact you in order to establish the data to the extent that the order can be processed.

3. You may not take actions that may cause a threat to the security of the Store, the security of your data and the data of other customers or the security of your purchases.

4. When using the Store, you are obliged to comply with the following rules:

a) you may not interfere in any way with the system environment of the Store, including, in particular, by introducing harmful (malicious) software or taking other actions to illegally interfere with the Store;

b) you may not use the Store by using algorithms/systems for automated account creation or participation in the RAFFLE if such practices are detected, we may refuse to allow you to participate in the RAFFLE or refuse to enter into a purchase agreement,

c) you are obliged to use the Store in accordance with its purpose described in the Terms and Conditions, including the receipt of the purchased Goods and payment of their price - the use of the functionality of the Store in any other way than specified in the Terms and Conditions is prohibited;

d) you may not use false or misleading data in order to participate in the Raffle or conclude a contract of sale of Goods - for example, the use of multiple accounts, identities or different data to participate in one RAFFLE will be treated as a violation of the Terms and Conditions entitled to exclusion from the RAFFLE or refusal to conclude a contract of sale,

e) you also may not use the Store in a manner that could interfere with its operation or cause inconvenience to other users or employees of the Store, in particular, you may not send advertisements or other information of a similar nature to the addresses available on the pages of the Store,

f) you may not use the content, descriptions, photos or other graphic elements of the Store for your own or other entities' use. Remember that all such elements of the Store are subject to the copyright of the Company and may not be used without its consent.

5. Your compliance with the rules described in point 4 above is very important to us, as well as ensuring the comfort of the Store for other users. In view of this, we stipulate that violation of the above rules may result in refusal to participate in the RAFFLE, or exclusion from future RAFFLES.

III. SETTING UP AN ACCOUNT IN THE STORE

1. In order to conclude agreements for the purchase of Goods, it is required to create an account. Without an established account, you will not be able to place orders for purchase the Goods or participate in the Raffle.

2. Without setting up an account in the Store you can only review the Goods on the pages of the Store.

3. You can create an account in the Store using its functionality, after accepting Terms and Conditions and reading the Privacy Policy.

4. You may use the following services through your Store account:

a) Taking part in the Raffles and concluding contracts for the purchase of Goods,

b) Viewing your purchase history,

c) Contacting the Store's Customer Service.

IV. PLACING THE ORDER FOR GOODS AND CONCLUSION OF THE CONTRACT OF SALE OF GOODS

1. To place the orders and purchase Goods in the Store it is necessary to participate in the Raffle. Conducting a Raffle is necessary due to the limited availability of Goods within a given limited series.

2. The Raffles are organized under the following conditions:

a) You may participate in the Raffle only if you are logged into your account in the Store and in full legal age,

b) The Seller announces date and hour range of a given Raffle by the way of announcement on the main page of the Store or in the newsletter sent to its subscribers – therefore if you want to be up to date with forthcoming Raffles we strongly recommend to subscribe to our newsletter,

c) You are placing the order via participating in the Raffle by undertaking the following activities:

- Select the product you are interested in by going to the product card and click "Enter raffle now",
- You can only subscribe to one product (e.g. one product of one size) of your choice in a given Raffle,
- We will ask you to provide the data necessary to process the order you place and ensure your participation in the Raffle. We will mark all necessary data as required in the purchase form. Without providing the required data, we will not be able to process your order and issue an invoice,

d) In particular, we will require you to provide data to our payment operator partner to enable us to collect the amount of the price of the Goods and costs of delivery if you are drawn as a Party to the sales contract - we write more about this in the section on payment (point V below),

e) We will confirm your registration for the Raffle by sending information to the email address you provided and by making such information available in your account ("**Confirmation of participation in the Raffle**").

3. Once you have received Confirmation of participation in the Raffle it is confirmed that we have received your offer to purchase Goods under these Terms and Conditions. This e-mail will contain basic information regarding the Raffle, i.e.: date and the hour range in which the raffle will be held and specification of the Goods for which you have placed the order.

4. The Raffle will be conducted using an algorithm that ensures unbiased and random selection of the party to the contract for the purchase of the Goods in question. The Raffle shall take place exactly at the date and hour range indicated in the announcement of the given Raffle. In case of any delay in processing given Raffle you will be notified in advance.

5. We reserve the right not to hold the Raffle in the following cases:

a) in the event of any technical difficulties preventing the Raffle from being conducted correctly, in particular if an error is detected in the operation of the algorithm,

b) in case of detection of any interference of a third party in the correct operation of the algorithm or the Store,

c) in the event that fewer or equally as many people have signed up to conclude a contract as there are products available, in which case these people become the parties to the contracts for the purchase of particular products.

6. In the cases specified in paragraph 5(a) and (b) above, the Seller shall conduct a new Raffle and inform Clients of its outcome according to these Terms and Conditions.

7. You may be excluded from the Raffle or we may deny to conclude a purchase agreement with you if you violate these Terms and Conditions, in particular the provisions of Section II, subsection 4 above, or we discover that you attempt in any other way to circumvent the Store's purchase order rules.

8. The purchase agreement is concluded with a given Raffle participant when:

a) Participant of the Raffle is drawn as a Party to the purchase order of the Goods for which he/she has placed an order,

b) on the indicated date and time of the Raffle, the drawn participant has sufficient funds to pay the purchase price of the Goods and it will be possible to collect such amount by the Seller's partner.

9. If you are drawn via the Raffle we will notify you that we will try to process the payment for the Goods and delivery costs. Once the payment has been successfully processed, we will inform you about the conclusion of the purchase agreement by sending e-mail, which will contain, in particular, the following information: specification of the Goods ordered, its price and delivery costs, the selected type of delivery, the expected time of order completion, your data and the Store's data. This e-mail will also contain information on how to make a complaint and the rules for withdrawing from the Raffle from the sales contract. ("**The Confirmation**").

10. Your receipt of The Confirmation means that your selected Goods have been routed for shipment.

11. If you are not drawn as a party to the contract, we will inform you by email. This email will also constitute our refusal of your offer to purchase the Goods.

12. Each participant of the Raffle is entitled to file a complaint as to the outcome of the Raffle within 14 days from the day on which the Raffle took place. The complaint may be submitted to the following e-mail address: releases@prm.com In the complaint, the participant should describe his objections and demands. The Seller will consider the reported complaint within 14 days from the day of its receipt and inform the participant of its decision.

13. We issue an electronic named VAT invoice for the purchased Goods. You will receive such an invoice to the e-mail address provided when placing the order. By accepting the Terms and Conditions, you accept the sending of an electronic VAT invoice to the e-mail address provided by you.

IV DELIVERY AND COLLECTION OF GOODS

1. Goods purchased from the Store will be delivered to the address you specify in your order. You can find the list of countries to which we deliver and delivery times for each country [HERE](#).

2. We usually deliver orders within 1-5 business days, depending on the delivery method of the Goods selected and the country of destination. Delivery of your order may be delayed during busy shopping periods in the Store, such as holiday periods, but we make every effort to ensure that your purchases reach you no later than 15 business days after you receive **The Confirmation**. The maximum lead time for your order cannot exceed 30 days. We may delay the processing of your order until we have posted payment of the price of the Goods, in case of online payment.

3. We will deliver the Goods to you by courier service to the address you specify in your order.

Detailed information about the forms and costs of delivery of the Goods you will find [HERE](#).

V PRICES AND PAYMENT METHODS

1. Prices of the Goods in the Store are given in euros. The prices shown include VAT.

2. Payment of the price can only be made upfront, by online payment, through our payment operator partner.

3. During the process of registration for the Raffle we will ask you to provide our payment operator partner payment data to enable payment of the price of the Goods on line, when you are drawn in the Raffle participant as a party to the purchase agreement.

4. Funds must be credited to our bank account the moment you are drafted as a party of purchase agreement during the Raffle.

5. Depending on the country to which the Goods will be shipped, you may be required by local laws to pay customs duties or other taxes.

VI COMPLAINTS ABOUT GOODS

1. The Store sells only new and original Goods. Seller shall be liable for the non-conformity of the Goods with the contract existing at the time of delivery of the Goods and which has become apparent within two years from that time, in accordance with the relevant legislation.

2. If you believe that the Goods purchased by you are inconsistent with the contract, you may file a complaint in accordance with the relevant provisions of the law and the this Regulation.

3. You may file a complaint as follows:

a) send back the complained Goods with a written description of the defect - you can use the complaint form provided by us, downloaded from the Store's website, but it is not necessary:

- European Union:

„DC ANSWEAR – PRM RETURNS”, Kokotów 812 C, 32-002, Kokotów, Poland

- USA:

Salesupply Inc. c/o „DC ANSWEAR – PRM RETURNS”, 12480 NW 25th Street, Suite 115 Miami, FL 33182 USA

- Ukraine:

„DC ANSWEAR – PRM RETURNS”, Lviv, Nova Post, department №3 (Uhorska St, 22.); contact number +38 (050) 430 1430

b) send the complaint by registered mail or other form of delivery to the address:

- European Union:

„DC ANSWEAR – PRM RETURNS”, Kokotów 812 C, 32-002, Kokotów, Poland

- USA:

Salesupply Inc. c/o „DC ANSWEAR – PRM RETURNS”, 12480 NW 25th Street, Suite 115 Miami, FL 33182 USA

- Ukraine:

„DC ANSWEAR – PRM RETURNS”, Lviv, Nova Post, department №3 (Uhorska St, 22.); contact number +38 (050) 430 1430

c) you will be informed by us about the decision regarding your complaint within 14 days from the day we receive the Goods complained about by you.

4. By submitting a complaint, you are entitled to:

a) demand that the Goods be brought into conformity with the contract by replacing or repairing them.

If the method chosen by you to bring the Goods into conformity with the contract (replacement/repair) would be impossible or would require excessive costs for us, we may replace the Goods - instead of the repair requested by you or repair the Goods - instead of the replacement requested by you.

If both repair and replacement are impossible or would require excessive costs for us, we may refuse to bring the Goods into conformity with the contract in the way you have chosen, i.e. by repair or replacement. Then you have the right to withdraw from the contract or reduce the price.

b) submit a statement of price reduction (indicating up to what amount) or withdraw from the contract if:

- we have not repaired or replaced the Goods or, if applicable, we have not repaired or replaced them in accordance with the regulations, or we have refused to repair or replace them on the grounds that they were impossible or required excessive costs;
- the Goods' non-conformity with the contract continues even though we have tried to bring the Goods into conformity with the contract (by replacing or repairing them);
- the lack of conformity of the Goods with the contract is so significant that it justifies an immediate reduction of the price or cancellation of the contract without first requesting repair or replacement of the Goods;
- we have stated that we will not bring the Goods into conformity with the contract (by replacement or repair) within a reasonable time or without serious inconvenience to you or it is clear from the circumstances;
- whereby you do not have the right to cancel the contract if the non-conformity with the contract is insignificant.

5. If the complaint is not accepted, we will send back the Goods with an opinion as to the unreasonableness of the complaint.

6. When receiving the shipment, pay attention to whether it is not damaged. If you find damage to the Goods, request the carrier or the person issuing the Goods to you at the point of receipt to make a protocol of damage to the shipment.

Dispute resolution mode for residents of EU member states:

7. Out-of-court dispute resolution:

a) consumers are entitled to use an out-of-court means of dispute resolution and redress in the form of an interactive ODR (Online Dispute Resolution) platform, in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/EC, hereinafter referred to as the "ODR Regulation".

b) The ODR platform is an interactive tool made available to European Union consumers through which complaints can be filed. Below is the link to the ODR platform: <http://ec.europa.eu/consumers/odr>.

Pursuant to Article 1 of the ODR Regulation, the purpose of the establishment of the ODR platform is to provide consumers with a tool to facilitate the independent, impartial, transparent, effective, fast and fair out-of-court online resolution of disputes between consumers and traders within the European Union.

c) Our contact address is: releases@prm.com.

VII RETURNS OF GOODS - WITHDRAWAL FROM THE CONTRACT OF SALE

1. Consumers withdraw from the concluded contract of sale without giving reasons, under the terms and conditions set forth below. You are not entitled to withdraw from a contract concluded at a distance in respect of contracts:

a) sales of sealed goods that are not suitable for return for health or hygienic reasons and whose packaging has been opened after delivery;

b) the sale of sealed sound recordings or sealed visual recordings, or sealed computer software, the packaging of which has been opened after delivery;

c) sale of newspapers, periodicals or magazines except for subscription contracts;

2. You may withdraw from the contract of sale of the Goods in the Store within 14 days from the date of receipt of the Goods.

3. You may exercise your right of withdrawal as follows:

a) inform us of your decision to withdraw from the contract by email to: releases@prm.com or in writing to the address appropriate for your country, a list of which can be found [HERE](#),

b) you may, for this purpose, use the model withdrawal form that we provide on the pages of the Store, but this is not mandatory - it is sufficient that we receive an unequivocal message from you that you have decided to withdraw from the contract of sale of the specified Goods;

c) if you submit a statement of withdrawal from the contract of sale to the e-mail address of the Store, we will promptly confirm to you the receipt of such statement in the feedback sent to your e-mail address;

d) you will keep the deadline for withdrawal from the contract if you send the statement by mail or send us an e-mail with the statement of withdrawal before its expiration;

e) send the Goods subject to withdrawal to address dedicated to your country – list of which you will find [HERE](#)

4. If you withdraw from the contract of sale of Goods:

a) you will be required to pay the cost of returning to us the Goods to which you have withdrawn,

b) we will return the payments received from you, immediately, but no later than within 14 days from the date of receipt of your withdrawal statement. We may withhold reimbursement of your payments until we receive the returned Goods from you or you send us proof of return of those Goods - whichever comes first.

c) We will refund you using the same method you used to make the payment, unless you agree to refund by other means - in any case, you will not incur any additional costs associated with the return of the amounts paid.

5. Remember, however, that you are responsible for any diminution in the value of the returned Goods resulting from using them in a manner other than necessary to ascertain the nature, characteristics and functioning of the purchased Goods.

VIII INFORMATION REGARDING SERVICES PROVIDED ELECTRONICALLY

1. Through the Store, PRM provides the following services to Clients electronically:

a) enabling the conclusion of online sales contracts for Goods in the Store, in accordance with the Terms and Conditions,

b) making it possible to create a Client's account in the Store and use its functionality,

c) to view content on the Store's pages.

2. You are entitled to withdraw from concluded contracts for the sale of Goods in the Store under the terms of the relevant legislation and the Terms and Conditions.

3. In the case of an account service in the Store, you are entitled to withdraw from them within 30 days from the date of creation of the account. Regardless of this, you are also entitled to request the discontinuation of your account with the Store at any time. You can exercise both rights by sending us information about your decision in email correspondence sent to: releases@prm.com or by writing to: Online Store releases.prm.com 31-564 Kraków, 18 Pokoju Avenue.

4. To use the Store in accordance with its functions you need:

a) access to the Internet,

- b) use of a typical web browser such as Chrome, Safari, Opera, FireFox or similar,
- c) an e-mail account.

5. You may file a complaint about the services provided by PRM by sending an e-mail to Customer Service: releases@prm.com. When submitting a complaint, describe what it concerns, also indicate to us your expectations as to how it should be handled. We will process your request as soon as possible, and in any case you will receive a response within 14 days of receiving your request.

IX FINAL PROVISIONS

1. Before concluding a contract for the sale of products in the Store, you should read and accept the Terms and Conditions and our Privacy Policy, which you will find [HERE](#). We give you the opportunity to read the Terms and Conditions with each order. We will inform you of changes to the Terms and Conditions in an e-mail message if you have an account in the Store. If you do not accept the planned changes, you can request to delete your account in the Store at any time.

3. In matters that we have not regulated in the Terms and Conditions, the relevant provisions of law should apply.

4 We may change the Terms and Conditions in cases such as:

a) a change in the law or its interpretation by the relevant authorities or as a result of court rulings, as well as clarifications, interpretations or recommendations issued by the relevant state authorities, if it is relevant to the provisions of the Terms and Conditions,

b) a change in the manner of providing services covered by the Terms and Conditions, which may be caused by technical and technological reasons, security considerations, the need to improve the operation of the Store or to increase the quality of services provided by us,

c) change in the scope or manner of services provided under the Regulations by introducing new features or services, modification or withdrawal of existing features or services,

d) change of payment or shipping methods,

e) the need for editorial changes.

5. The amendments to the Terms and Conditions shall apply to contracts for the sale of Goods in the Store concluded after the entry into force of the amendments.

Effective from 09.09.2024

[STORE TERMS AND CONDITIONS](#)