

SOMFY Partnership program
(hereinafter referred to as the "**Partnership Programme**")

The organizer of the Partnership Programme is BFT Adria društvo s ograničenom odgovornošću za trgovinu i usluge,

51218 Jelenje, Dražice

Obrovac 39

OIB HR89999183455

Registered at the Commercial Court in Rijeka, registration number MBS 040211931

(hereinafter referred to as "**Somfy**").

The Partnership Programme is governed by the following rules, which are published on the Internet at <https://www.somfypro.hr/program-vjernosti-2025> (hereinafter referred to as the "**Internet address**")

1. Subject of the Partnership Programme

3.2 Somfy is one of the world's largest manufacturers of drives and control systems for blinds, garage doors and roller shutters and offers a wide range of services for the "smart home". End customers have these products installed by sales and service partners who guarantee expert connection, warranty and after-sales service. These partners have the opportunity to join the "SOMFY EXPERT" programme, which aims both to inform end customers about current SOMFY products or services, but also to support the activities of these partners by Somfy. It is for these partners that this Partnership Programme is intended, the essence of which is to support the sale of TaHoma devices to end customers and the details of which are given below.

2. Duration of the Partnership Programme

2.1 The Partnership Programme will run from 1 January 2025 to 31 December 2025 (the "**Term**").

3. Partnership Program Terms and Conditions and Partner Rewards

3.1 Only Somfy sales and service partners who have signed a valid Somfy Expert Contract, i.e. have a valid and effective contract with Somfy for the calendar year 2025 marked as "SOMFY EXPERT

Program partnerstva SOMFY
(u daljnjem tekstu: „**Program partnerstva**“)

Organizator Programa partnerstva je BFT Adria društvo s ograničenom odgovornošću za trgovinu i usluge,

51218 Jelenje, Dražice

Obrovac 39

OIB HR89999183455

Registered at the Commercial Court in Rijeka, registration number MBS 040211931

Program partnerstva reguliran je sljedećim pravilima, koja su objavljena na mrežnoj stranici <https://www.somfypro.hr/program-vjernosti-2025> (u daljnjem tekstu: „**Internetska adresa**“).

1. Predmet Programa partnerstva

1.1. Somfy je jedan od najvećih svjetskih proizvođača pogona i sustava za kontrolu roleta, garažnih vrata i žaluzina te nudi širok spektar usluga za „pametne kuće“. Krajnji korisnici ove proizvode ugrađuju putem prodajnih i servisnih partnera koji jamče stručnu instalaciju, jamstvo i postprodajne usluge. Ti partneri imaju priliku postati dio programa „SOMFY EXPERT“, koji ima za cilj informiranje krajnjih korisnika o aktualnim proizvodima i uslugama SOMFY-a te podršku aktivnostima partnera od strane Somfy-a. Program partnerstva namijenjen je upravo tim partnerima, a njegov je cilj podržati prodaju uređaja TaHoma krajnjim korisnicima, s detaljima navedenima u nastavku.

2. Razdoblje Programa partnerstva

2.1. Program partnerstva traje od 1. siječnja 2025. do 31. prosinca 2025. (u daljnjem tekstu: „**Razdoblje**“).

3. Odredbe i uvjeti Programa partnerstva i nagrade za partnere

3.1. Sudjelovati u Programu partnerstva mogu isključivo prodajni i servisni partneri Somfy-a koji su

Contract" and have fulfilled all obligations of the SOMFY EXPERT Program (hereinafter referred to as "**Partners**" or individually as "**Partner**") are eligible to apply for and participate in the Partnership Program. As a condition of participation in the Partnership Program, a Partner shall enrol in the Partnership Program through their Somfy Sales Representative by signing these Partnership Program Rules and submitting them by email (signed scan) or mail as instructed by the applicable Sales Representative.

3.2 Each Partner may enrol in the Partnership Program at any time during the Term and may likewise terminate its participation in the Partnership Program at any time during the Term. For the purposes of fulfilling the terms and conditions of the Partnership Program, the Partner will be counted for TaHoma Devices put into operation as of 1 January 2025 even if it enters the Partnership Program later during the Term.

3.3 Under the Partnership Program, the Partner will receive the following Rewards depending on the amount of TaHoma Devices sold and put into operation by the Partner during the Term and the fulfilment of the conditions in paragraphs 3.4 and 3.5 of this Article:

<u>Reward Categories</u>	<u>Minimum number of TaHoma Devices put into operation during the Term</u>	<u>Type of Reward</u>
Base Reward	20	Basic Hilti branded tools worth €400 as per Somfy specification
Mid Reward	50	Hilti branded tools worth €1,000 to Somfy's specification
TOP Reward	80	3-day trip to Chamonix (including accommodation and flights) and a visit to the Somfy headquarters for 2 people in the first half of 2026

3.4. Only those TaHoma Devices that will be sold by the relevant Partner to end customers during the Term

sklopili valjani ugovor „SOMFY EXPERT“, tj. imaju valjani i važeći ugovor sa Somfy-em za kalendarsku godinu 2025., označen kao „SOMFY EXPERT ugovor“, te su ispunili sve obveze Programa SOMFY EXPERT (u daljnjem tekstu: „**Partneri**“ ili pojedinačno „**Partner**“). Kao uvjet za sudjelovanje, Partner se mora prijaviti u Program partnerstva putem svog Somfy prodajnog predstavnika potpisivanjem ovih Pravila Programa partnerstva te dostavljanjem potpisanog dokumenta putem e-pošte (potpisani sken) ili poštom prema uputama prodajnog predstavnika.

3.2. Svaki Partner može se prijaviti za sudjelovanje u Programu partnerstva u bilo kojem trenutku tijekom Razdoblja, kao i raskinuti sudjelovanje u Programu partnerstva u bilo kojem trenutku tijekom Razdoblja. Radi ispunjenja odredbi i uvjeta Partnerskog programa, Partner će se uzeti u obzir za TaHoma uređaje koji su pušteni u rad od 1. siječnja 2025., čak i ako se pridruži Partnerskom programu kasnije tijekom razdoblja trajanja programa.

3.3. U sklopu Programa Partnerstva, Partner će primiti sljedeće nagrade ovisno o broju uređaja TaHoma prodanih i puštenih u rad tijekom Razdoblja, uz ispunjenje uvjeta iz stavaka 3.4. i 3.5. ovog članka:

<u>Kategorija nagrade</u>	<u>Minimalni broj uređaja TaHoma puštenih u rad tijekom Trajanja</u>	<u>Tip nagrade</u>
Osnovna nagrada	20	Osnovni Hilti alati u vrijednosti 400 € prema specifikaciji Somfy-a
Srednja nagrada	50	Hilti alati u vrijednosti 1.000 € prema specifikaciji Somfy-a
Najviša nagrada	80	Trodevno putovanje u Chamonix za dvije osobe, uključujući posjet sjedištu Somfy-a, tijekom prve polovice 2026.

and that will be put into operation in the Tahoma PRO application during the Term and that will remain in operation for the entire Term, i.e. will not be deactivated, will be counted towards the number of Tahoma Devices determining the entitlement to the Reward pursuant to paragraph 3.3. At the same time, no other discount or marketing promotion organized by Somfy may be applied to these Tahoma Devices by the Partner. The Partner will be informed at any time upon request by his/her Somfy sales representative of the current status of his/her account, i.e. the number of Tahoma Devices that during the Term meet the conditions for their inclusion in the number of Tahoma Devices determining the entitlement to the Reward according to paragraph 3.3., with the proviso that this information will also be provided to each Partner registered in the Partnership Program automatically after the expiry of the Term, and no later than by 31 January 2026.

- 3.5 The right to the Reward pursuant to paragraph 3.3 shall only accrue to the relevant Partner on the condition that the Partner does not have any outstanding obligations to Somfy on the last day of the Term.
- 3.6 The Partner shall not be entitled to any other remuneration from Somfy other than as stated above or to any other consideration. Somfy shall not be liable for any damages arising from the use of the Reward.

4. Transfer of Rewards to Partners

- 4.1 Partners will be notified of the Reward to which they are entitled for the Term within 30 days of the expiry of the Term by contacting them at the email address they provide to Somfy for this purpose when signing up for the Partnership Program. They may also be sent interim information on the progress and performance of the Partnership Program by the Partner to the email address provided.
- 4.2 The Base Reward and Mid Reward will be sent by Somfy to Partners at their registered office address by 31 March 2026 at the latest, unless Somfy determines otherwise with regard to the progress of the distribution of the Rewards. Somfy shall not be liable for any loss, damage or non-delivery of the Rewards.
- 4.3 In the case of the TOP Reward, the Partner acknowledges that the Partner will receive information on the TOP Reward by 28 February 2026, subject to the date of the 3-day tour being adjusted by Somfy to take place in the first half of 2026.

3.4. Samo oni Tahoma uređaji koji će relevantni Partner prodati krajnjim korisnicima tijekom Razdoblja i koji će biti pušteni u rad u aplikaciji Tahoma PRO tijekom Razdoblja te će ostati u radu tijekom cijelog Razdoblja, odnosno neće biti deaktivirani, računat će se u broj Tahoma uređaja koji određuju pravo na Nagradu sukladno stavku 3.3. Istodobno, nijedan drugi popust ili marketinška promocija koju organizira Somfy ne može se primijeniti na ove Tahoma uređaje od strane Partnera.

Partner će u svakom trenutku na njegov/njezin zahtjev biti obaviješten od strane svog Somfy prodajnog predstavnika o trenutnom statusu svog računa, odnosno o broju Tahoma uređaja koji tijekom Razdoblja udovoljavaju uvjetima za uključivanje u broj Tahoma uređaja koji određuju pravo na Nagradu prema stavku 3.3., uz napomenu da će se ove informacije svakom Partneru registriranom u Programu partnerstva automatski dostaviti nakon isteka Razdoblja, najkasnije do 31. siječnja 2026. godine.

3.5. Pravo na nagradu prema stavku 3.3. stječe se samo pod uvjetom da Partner na zadnji dan Trajanja nema nepodmirene obveze prema Somfy-u.

3.6. Partner nema pravo na bilo kakvu drugu naknadu od strane Somfy-a osim onih izričito navedenih gore u tekstu, niti na bilo kakvu drugu protučinidbu. Somfy ne snosi odgovornost za bilo kakvu štetu koja nastane uslijed korištenja Nagrade.

4. Dodjela nagrada Partnerima

4.1. Partneri će biti obaviješteni o nagradi na koju imaju pravo za vrijeme trajanja Razdoblja u roku od 30 dana nakon isteka Razdoblja, i to putem kontaktiranja na e-mail adresu koju su dostavili Somfy-u prilikom prijave za Program partnerstva. Partneru se mogu također slati privremene informacije o napretku i rezultatima Programa partnerstva na njegovu e-mail adresu koju je dostavio.

4.2. Osnovna nagrada i Srednja nagrada bit će poslana od strane Somfy-a Partnerima na njihovu registriranu adresu sjedišta najkasnije do 31. ožujka 2026., osim ako Somfy ne odluči drugačije s obzirom na napredak u distribuciji nagrada. Somfy ne snosi odgovornost za gubitak, oštećenje ili ne-isporku nagrada.

4.3. U slučaju Najviše nagrade, Partner prihvaća da će informacije o Najvišoj nagradi primiti najkasnije do 28. veljače 2026., uz mogućnost prilagodbe datuma trodnevnog posjeta prilagođenog od strane Somfy-a kako bi se isto održalo u prvjoj polovici 2026. godine.

5. Tax obligations

5.1 The Partner is obliged to settle any tax and reporting obligations in connection with the purchase of TaHoma Device.

5.2 The Reward cannot be exchanged for cash or claimed other than as determined by Somfy.

6. General Terms and Conditions

6.1 The personal data of the Partners / Partner representatives in the following scope: name and surname of the Partner - natural person entrepreneur or person acting on behalf of the Partner (Partner's representative) in case of Partner - legal person, place of business / registered office, e-mail address and telephone number, submitted to Somfy will be processed by Somfy as the data controller for the purposes of the Partner's participation in the Partnership Program, evaluation of the Partnership Programme and the delivery of Rewards to the Partners / Partner's representatives. The legal basis for the processing of personal data in the context of this Partnership Program is Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council 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). The provision of the personal data of the Partner's contact person is a contractual requirement, without which the Partner cannot participate in the Partnership Program and Somfy will not be able to ensure the sending/transmission of the Reward to the Partner/representative of the Partner. The processing of personal data will continue for the Term and 60 days after the end of the Term, i.e. after the Rewards have been transferred.

6.2 The personal data provided by Partners / Partner's representatives will be processed by Somfy and may also be processed to the extent necessary by marketing companies authorised by Somfy as processors in the manner usual for the provision of the Partnership Program, delivery companies, IT service providers and accounting, tax and legal advisors.

6.3 Each Partner / Partner's representatives have the following rights as a data subject:

6.3.1 the right of access to personal data, according to which he/she can obtain information from Somfy whether his/her personal data are processed, for what purpose, what is the scope of the data that are processed and to whom these data have been disclosed, if any;

5. Porezne obveze

5.1. Partner je dužan podmiriti sve porezne obveze i obveze izvještavanja vezane uz kupnju uređaja TaHoma.

5.2. Nagrada se ne može zamijeniti za novac niti se može ostvarivati na bilo koji način osim kako je to određeno od strane Somfy-a..

6. Opći uvjeti

6.1. Osobni podaci Partnera / predstavnika Partnera u sljedećem opsegu: ime i prezime Partnera – fizičke osobe poduzetnika ili osobe koja djeluje u ime Partnera (predstavnik Partnera) u slučaju da je Partner pravna osoba, mjesto poslovanja / registrirano sjedište, e-mail adresa i broj telefona, dostavljeni Somfyju, bit će obrađivani od strane Somfyja kao voditelja obrade podataka u svrhu sudjelovanja Partnera u Partnerskom programu, evaluacije Partnerskog programa i dostave Nagrada Partnerima / predstavnicima Partnera.

Pravna osnova za obradu osobnih podataka u kontekstu ovog Partnerskog programa jest članak 6. stavak 1. točka (b) Uredbe (EU) 2016/679 Europskog parlamenta i Vijeća o zaštiti fizičkih osoba u vezi s obradom osobnih podataka i o slobodnom kretanju takvih podataka te stavljanju izvan snage Direktive 95/46/EZ (Opća uredba o zaštiti podataka).

Dostavljanje osobnih podataka kontakt osobe Partnera predstavlja ugovornu obvezu, bez koje Partner ne može sudjelovati u Partnerskom programu, a Somfy neće biti u mogućnosti osigurati slanje/prijenos Nagrade Partneru / predstavniku Partnera.

Obrada osobnih podataka trajat će tijekom Razdoblja i 60 dana nakon završetka Razdoblja, tj. nakon što Nagrade budu prenesene.

6.2. Osobni podaci koje dostave Partneri i/ili njihovi predstavnici obrađivat će Somfy te mogu također biti obrađeni, u mjeri potrebnoj za provedbu Programa partnerstva, od strane marketinških tvrtki ovlaštenih od strane Somfy-a kao izvršitelja obrade, dostavnih tvrtki, pružatelja IT usluga te računovodstvenih, poreznih i pravnih savjetnika.

6.3. Svaki Partner i/ili njegov predstavnik imaju sljedeća prava kao ispitanici:

6.3.1 Pravo na pristup osobnim podacima, temeljem kojeg mogu od Somfy-a zatražiti informaciju obrađuju

- 6.3.2 the right to have inaccurate or incorrect data corrected or incomplete data completed;
- 6.3.3 the right to erasure of the data if the purpose of the processing ceases to exist or if the personal data are processed unlawfully;
- 6.3.4 the right to limit the processing of personal data;
- 6.3.5 the right to data portability, under which he or she may obtain personal data relating to him or her in a structured and machine-readable format, either for himself or herself or for another data controller;
- 6.3.6 the right to object to the processing of personal data or to profiling;
- 6.3.7 the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection; in the event of a violation of the Partner's / Partner's representative's rights under applicable data protection legislation.

For further information on the processing of personal data, including information on how to contact Somfy, please visit the Somfy website at <https://www.somfy.hr/zastita-osobnih-podataka>

- 6.4 Somfy reserves the right to change the terms and conditions or rules of this Partnership Program at any time, or to cancel, suspend or postpone the Partnership Program or extend the Partnership Program Term without refund.
- 6.5 Somfy shall be entitled to review all terms and conditions of participation in the Partnership Program and, in the event of a dispute, to consider and finally decide any issue related to the Partnership Program. Somfy shall have the right to exclude any Partner from the Partnership Program in the event that such Partner violates the rules, acts in breach of good morals in the Partnership Program, seeks to obtain remuneration by fraudulent means or in any way damages the reputation of Somfy, or is reasonably suspected of such activities, without compensation for any costs or damages that may be incurred by the Partner as a result of the exclusion. Any objections to the conduct of the Partnership Program may be made in writing to Somfy at the mailing address specified in these Rules within 3 business days of the end of the Term. Objections submitted later will not be considered. Somfy 's decision on objections is final.
- 6.6 Somfy is not responsible for any technical problems in connection with participation in the Partnership Program (in particular the functionality of the Internet, etc.).

li se njihovi podaci, u koju svrhu, opseg podataka koji se obrađuju te kome su podaci, ako su, otkriveni;

- 6.3.2 Pravo na ispravak netočnih ili nepotpunih podataka;
- 6.3.3 Pravo na brisanje podataka ako svrha obrade prestane postojati ili ako se podaci obrađuju nezakonito;
- 6.3.4 Pravo na ograničenje obrade osobnih podataka;
- 6.3.5 Pravo na prenosivost podataka, temeljem kojeg mogu dobiti osobne podatke koji se odnose na njih u strukturiranom i strojno čitljivom formatu, za vlastitu upotrebu ili prijenos drugom voditelju obrade;
- 6.3.6 Pravo na prigovor na obradu osobnih podataka ili profiliranje;
- 6.3.7 Pravo na podnošenje pritužbe nadležnom tijelu, tj. Uredu za zaštitu osobnih podataka, u slučaju povrede prava Partnera i/ili predstavnika Partnera prema važećim zakonima o zaštiti osobnih podataka.

Za dodatne informacije o obradi osobnih podataka, uključujući način kontaktiranja Somfy-a, posjetite mrežnu stranicu Somfy-a na adresi: <https://www.somfy.hr/zastita-osobnih-podataka>

6.4. Somfy zadržava pravo izmjene uvjeta ili pravila ovog Programa partnerstva u bilo kojem trenutku, kao i pravo na otkazivanje, obustavu ili produljenje Programa partnerstva bez povrata sredstava.

6.5. Somfy ima pravo pregledati sve uvjete sudjelovanja u Programu partnerstva te, u slučaju spora, razmotriti i konačno odlučiti o bilo kojem pitanju vezanom uz Program partnerstva. Somfy ima pravo isključiti bilo kojeg Partnera iz Programa partnerstva ako taj Partner prekrši pravila, djeluje protivno dobrim običajima, pokušava ostvariti naknadu prijevarnim radnjama, na bilo koji način šteti ugledu Somfy-a ili ako postoji osnovana sumnja za takve aktivnosti, bez obveze nadoknade bilo kakvih troškova ili štete koje bi Partner mogao pretrpjeti uslijed isključenja. Prigovori vezani uz provedbu Programa partnerstva mogu se podnijeti Somfy-u u pisanom obliku na poštansku adresu navedenu u ovim pravilima, i to u roku od 3 radna dana od završetka trajanja Programa. Prigovori podneseni nakon isteka tog roka neće se razmatrati. Odluka Somfy-a o prigovorima je konačna.

6.6. Somfy ne snosi odgovornost za tehničke poteškoće

- | | |
|---|--|
| 6.7 Somfy is not liable for non-delivery of the Reward. | povezane sa sudjelovanjem u Programu partnerstva (posebno za funkcionalnost interneta i slično). |
| 6.8 Somfy shall not be liable for any damages arising out of or in connection with the preparation or performance of any Partnership Program activities, participation in the Partnership Program, or Rewards in the Partnership Program. | 6.7. Somfy nije odgovoran za nedostavu nagrada. |
| 6.9 Neither the participation in the Partnership Program nor the Reward can be enforced through legal proceedings. | 6.8. Somfy ne snosi odgovornost za bilo kakvu štetu koja proizlazi iz ili je u vezi s pripremom ili provođenjem bilo koje aktivnosti u okviru Partnerskog programa, sudjelovanjem u Partnerskom programu ili nagradama u Partnerskom programu. |
| 6.10 The only detailed applicable rules in their entirety for the Term of the Partnership Program are published at the Internet address. | 6.9. Sudjelovanje u Programu partnerstva i nagrade ne mogu se ostvarivati pravnim putem. |
| | 6.10. Jedina detaljna pravila koja su u cijelosti primjenjiva za trajanje Programa partnerstva objavljena su na internetskoj adresi. |