

Drumo

Terms and Conditions

Effective as of 19 January 2021

These Terms and Conditions (“T&C”) govern Your participation in the Surveys provided to You free of charge by the Organiser or its Partners. Before creating a user account and starting each Survey, you are obliged to read, understand and accept the T&C. You are also obliged to read, understand and accept any additional regulations and guidelines on Surveys and Competition issued by the Organiser from time to time.

I. Definitions

1. The terms used in the T&C shall have the following meaning:
 - a. Drumo or Organiser - Gamekit S.A. with registered office at Koszykowa 61 street, 00-067 Warsaw, Poland, court register number: 0000698534.
 - b. You or User - means a natural person with full legal capacity who (i) has a user account within the Platform and (ii) takes part in a Survey.
 - c. Survey - a questionnaire containing a set of questions made available to Users by Drumo for completing in order to participate in a Competition.
 - d. Platform - a website maintained by Organiser under URL: drumo.com
 - e. Competition - a public competition “Drumo 2021” organized on the Platform by Organiser. Each Competition is separately announced and organized.
 - f. Competition Task - completing a Survey and answering all the Competition questions.
 - g. Prize or Award - an award chosen by the User after obtaining the appropriate number of "Dollars". Prize may include money transfers.
 - h. “Dollars” - a numerical unit which is awarded to You after each successful completion of a Competition Task, provided that the Survey has been completed. “Dollars” is only a commercial name and must not be interpreted as a currency or medium of exchange.
 - i. Partner - a research entity or commercial company which cooperates with Organiser within the field of Surveys. All Partners are independent entities and do not form a partnership of any kind with Organiser.

II. General principles

1. Creation of a user account is free and completely voluntary. Each User may close its User account at any time.
2. Creation of a user account requires submission of personal data and other information required by the Organiser.
3. Before creating a user account, You shall carefully read and understand the provisions of the T&C. By creating a user account, You undertake to comply with all the provisions of the T&C.
4. Once a user account is created, You enter into a services contract with the Organiser. Services will be rendered by electronic means using the Platform and will include, in particular the following functionalities: (i) possibility to take part in a Competition, (ii) possibility to edit and update User's data and information, (iii) view user account details.
5. You shall maintain your user account (login, password) confidential.
6. Participation in a Competition is completely voluntary and resignation may take place at any time, following the procedure specified in the T&C.

III. Your obligations

1. You may have only one user account. The Organiser reserves the right to verify different user accounts that are suspected to belong to the same natural person and to delete such user accounts.
2. You undertake to update all your relevant personal data, in particular in the event of a change of address, telephone number or e-mail address or other personal data.
3. You must not provide the Organiser with any unlawful material or misleading information.
4. You undertake to provide true, factual and reliable answers to the questions contained in the Surveys.
5. While providing the answers to the questions contained in the Surveys, You are prohibited from using automated data entry mechanisms or tools.

IV. Participation in the Surveys

1. Upon creating the user account, You agree to receive invitations to participate in the Survey from the Organiser or its Partners.

2. The Organiser does not guarantee that You will receive a minimum number of invitations to participate in a Survey.
3. You accept that some Surveys may contain questions that may be considered intimate or private. You acknowledge that all your answers are submitted voluntarily and freely. You accept and agree that all your answers may be used by Drumo or the Partners for research or commercial purposes.
4. You accept that each Survey may vary, in particular in respect of the subject matter or duration of the Survey.
5. You accept that some Surveys may be available for participation for a limited period of time.
6. You shall complete the Survey during one session. If You log-out from the Platform, stop completing the Survey or You are not active in the Platform for some time, all your answers may be deleted and You will not be able to participate in that Survey.
7. For correct completion of the Survey You may be rewarded in the form of "Dollars". In the case the organizer of the Survey does not confirm your answers or your participation in the Survey, "Dollars" will not be awarded.
8. The actual amount of "Dollars" You will be awarded with is presented before each Survey is started, or from time to time, at a sole discretion of Drumo - the amount of "Dollars" will not be presented.
9. You may receive additional "Dollars" in particular for:
 - a. invitations to the competition to other persons who are not Users;
 - b. providing Drumo with additional personal information.
10. Drumo may, at its sole discretion, add from time to time additional "Dollars" for additional activities of the Users.
11. You may verify the number of "Dollars" you have obtained on your user account.
12. The User is entitled to resign from participation in the Competition at any time.
13. In the event of user account deletion or resignation from participation in the Competition, the accumulated "Dollars" will be lost.

V. Competition rules

1. Each Competition term is separately defined on the Platform.

2. In order to obtain "Dollars", you must participate in the Competition within the defined term.
3. Each User may participate in one Survey only once.
4. In order to participate in a Competition, You must answer all the questions of the Survey and provide all the required information. Compliance with this condition is considered to be the correct performance of the Competition Task.
5. For the correct performance of the Competition Task, You will receive "Dollars" in the amount indicated in accordance with paragraph IV.7 of the T&C. "Dollars" will be collected on your user account.
6. The possibility of collecting a given Prize will be activated as soon as the minimum number of "Dollars" indicated at each Prize is obtained.

VI. Prizes

1. If the conditions specified in paragraph IV and point V are met in exchange for the "Dollars" collected and confirmed, the User receives the Prize in the form of: cash equivalent, Gift Cards or other as chosen by You, subject to availability of the given Prize.
2. The cash equivalent will be paid to You by a PayPal transfer or by other similar means or tools as determined by Drumo at its sole discretion.
3. In the case the Prize is subjected to taxation you accept that:
 - a. You will be responsible for any tax claims or tax settlements with competent authorities and you will hold Drumo harmless of any potential tax or similar claims,
 - b. You shall submit all the relevant tax information to a competent tax authority and pay the relevant amount of tax within the term specified by the tax authority or tax law.
4. Once You decide to claim for a given Prize, you are not entitled to change the Prize.

VII. Drumo rights and obligations

1. The Organizer reserves the right to verify the User's data provided during creation of the user account or during Surveys. If the Organiser finds that the User provided false information, Drumo is entitled to immediately block or delete the user's account.
2. The Organiser reserves the right to block or delete a user account also in the event You violate the provisions of the T&C in particular:

- a. in the event of a justified suspicion that You have more than one user account in the Platform,
 - b. in the event of a reasonable suspicion that the personal data provided by the Panelist during registration is false,
 - c. in the event the Organiser has reasonable grounds to claim that You have provided or that You are trying to mislead Drumo.
3. You may submit a complaint within 30 (thirty) days from the date of blocking the user account by sending an inquiry using the form available here [...]. In the event of a positive verification of the complained, the Organiser will immediately unlock Your user account.
4. Drumo reserves the right to terminate service agreement with those Users, who have not been using the Platform for at least 90 days. Agreement will be terminated by deleting the user account. Once the user account is deleted, all the “Dollars” will be lost and in order to participate in new Surveys, You shall create a new user account.

VIII. Liability

1. The Organiser is not liable for:
 - a. the consequences of breaching the T&C by the User,
 - b. loss of data as a result of reasons that are not the fault of the Organiser.
2. To the maximum extent permitted by law, Drumo shall not be liable for any direct, eventual or indirect losses suffered by the User and the maximum liability of Drumo shall not exceed 1000 euros.

IX. Complaints

1. Each User has the right to lodge a complaint in relation to the Competition or services rendered on the Platform. Complaints are handled by Drumo.
2. Complaints must be sent via a contact form available here [...]. Complaints must be made without undue delay.
3. A complaint must include the User’s contact details (e.g. mailing address, phone number or email address), the subject matter of and reasons for the complaint. A complaint should also specify the way and form of contact with the User.
4. Complaints are handled within 30 days after receipt by Drumo.
5. Drumo promptly informs the User about the outcome of the complaint handling procedure.

X. Final provisions

1. The Organiser reserves the right to amend the T&C, provided that such change does not violate the rights acquired by the Users.
2. After the end of the Competition, You may exchange “Dollars” for Prizes within 90 days of the end of the Competition. After this date, “Dollars” will be deleted.
3. All matters not addressed in the T&C are governed by the Polish law, in particular the provisions of the Civil Code, the Act on Copyright and Related Rights, the Telecommunications Law, GDPR and the Electronic Services Act.
4. The Competition, the conditions of which are set out in the T&C, is not a game of chance, raffle, mutual bet or promotional lottery, the result of which depends on the case within the meaning of art. 2 of the Act of 19 November 2009 on gambling.