

## RULES OF THE SPECNA ARMS BRAND AMBASSADORS PROGRAM | GENERAL PROVISIONS

### § 1

#### DEFINITIONS OF TERMS

1. Specna Arms - a recognized brand on the airsoft market, the distributor of which in Europe is GF Corp sp. sp. k. with its seat in Wrocław at ul. Jana Długosza 42-46, 51- 162 Wrocław, entered into the register of entrepreneurs of the National Court Register under the number 0000556946.
2. Specna Arms Ambassadors Base - a collection of people consenting to the use of their image by Specna Arms, as well as taking part in Campaigns organized by Specna Arms.
3. Content - materials, and statements that the Ambassador voluntarily places on the Website and the Internet, in particular personal information, entries, surveys, comments, photos, links, etc.
4. Ambassador - a natural person who has registered on the Website and who has his/her own media or social media channels in which he/she publishes original content.
5. Campaign - all marketing activities organized by Specna Arms, including the provision of a recommendation marketing service.
6. Website – [www.specnaarms.com](http://www.specnaarms.com)

### § 2

#### TERMS OF USE OF THE SITE

1. Ambassador may be any adult natural person with full legal capacity.
2. An ambassador cannot be a person who is a current or former employee or associate of Specna Arms.
3. Participation in the campaigns by the Ambassador is voluntary and free.
4. Obtaining the status of the Ambassador takes place on the basis of an Agreement between the Ambassador and Specna Arms. These Rules constitute an appendix to this Agreement and an integral part thereof. The conclusion of the Agreement by the Ambassador with Specna Arms is tantamount to the Ambassador's declaration that:
  - 1) has read the Rules and accepts all its conditions,
  - 2) the data contained in the registration form and subsequent forms are true and do not infringe the rights of third parties,
  - 3) is aware of the responsibility that may be incurred in the event of posting Content that is not his/her own and the image of third parties to which he/she has no right,
5. The condition for concluding the Agreement between the Ambassador and Specna Arms is the prior completion of the application form available at ...and the status of an airsoft player. The final decision on the conclusion of the Agreement with the person who completed the application form referred to in the preceding sentence is made by the committee appointed by Specna Arms. The verdict of this committee is final.

### §3

1. By concluding the Agreement, the Ambassador undertakes to comply with the rules of publishing the Content specified in the Rules.

2. Failure to comply with the Rules may result in the termination of the Agreement with immediate effect.

#### § 4

1. The Ambassador is obliged to post information about being a Brand Ambassador of the Specna Arms brand in his/her BIO profile on social media.

2. The Ambassador takes part in Campaigns promoting the Specna Arms brand by posting the number of posts specified within the Campaign on his/her social media.

3. The Ambassador, by publishing materials created by himself or received in response to a given Campaign, shares with his/her followers (people who follow his/her blog, Instagram profile, Facebook profile, Snapchat channel, Tik Tok channel, and others) with honest opinions about a given product offered by Specna Arms and first impressions related to it.

4. When publishing material, the ambassador is obliged to tag it with dedicated hashtags, as defined by Specna Arms.

5. The ambassador commits once a quarter:

- 1) send a minimum of 5 photos for use by Specna Arms (photos of the ambassador with SA products, products, replicas)
- 2) share a minimum of 3 publications (post or reels) per quarter about the Specna Arms brand or products and tag our brand's account
- 3) send a summary of the ambassador's activities, based on which he/she will be able to receive further products

6. The Ambassador send two Instagram Reels with with English subtitles a year for use by Specna Arms.

7. The Ambassador is obliged to refer to the respective received or purchased from Specna Arms product and information about this product.

8. The Ambassador actively responds to invitations to the Campaign that interest him/her, including publishing Specna Arms posts on his/her own channels and profiles and agrees to the publication of his/her materials by Specna Arms.

9. The Ambassador undertakes to refrain from negative, inconsistent with real opinions about the product he/she has decided to recommend. The Ambassador undertakes not to make any statements that violate the law or personal rights of third parties unrelated to the Campaign and undertakes not to use vulgar, offensive words, as well as refrain from statements that may violate the rights of third parties.

10. The Ambassador shows creativity in the content he/she creates to bring the recommended product closer to his/her fans.

11. The Ambassador creates materials related to the unpacking of packages of Specna Arms products and airsoft events in which he/she participates, which can be used to promote Specna Arms and mediates, if necessary, in contact between Specna Arms and the organizers of the event.

10. The Ambassador is obliged to inform about his/her status of the Ambassador in the photo on the pages of his/her profiles in social media and on his/her blog if he/she has one.

11. Specna Arms may ask selected Ambassadors to participate in photo sessions for the Specna Arms catalog, as well as participate in video recordings, to prepare Specna Arms promotional materials. Participation in the recordings and photos is voluntary, however, the Ambassador who agrees to participate in the recordings and photos referred to in the preceding sentence is obliged to grant Specna Arms all necessary consents to use its image, including marketing consents.

12. The Ambassador is obliged to prepare a review of the product selected by Specna Arms to be published on Specna Arms' Facebook or YouTube.

13. The Ambassador can represent Specna Arms at local events and exhibit stands at in-country events.

## **§ 5**

1. When concluding the Agreement Ambassador is committed to:

- 1) compliance with the rights of third parties, in particular copyrights and rights resulting from registration of trademarks, utility and industrial models of Specna Arms and other entities,
- 2) refraining from activities that would violate the privacy and personal rights of other Ambassadors,
- 3) not to use bots, worms, viruses, or other computer codes, files, programs that interrupt, destroy or limit the operation of websites,
- 4) posting, in connection with participation in the Campaign, only such works (within the meaning of the Polish Act on Copyright and Related Rights of February 4, 1994) that do not infringe any rights of third parties, in particular, do not infringe economic copyrights to the works. In the event that any third party takes action against Specna Arms with claims arising in connection with 3 the violation of its rights, in particular copyrights to the works used by the Ambassador, the Ambassador undertakes that this third party will not demand satisfaction of its claims from Specna Arms. In the event of satisfaction of the above claims by Specna Arms, the Ambassador undertakes to reimburse all costs paid by Specna Arms and to repair the damage incurred by Specna Arms in this respect within 14 days from the date of notice by Specna Arms.

2. Violation of the obligations set out in point of these Rules may result in the termination of the contract with the Ambassador with immediate effect.

## **§ 6**

As a result of concluding the Agreement, the Ambassador can count on the following benefits:

1. a starter kit to be determined (replica, BBs, gloves, T-shirt, promotional materials, etc.)
2. personalised ambassadors stickers, if the Ambassador agrees to create his character,
3. additional products during the term of the Agreement in the amount depending on the Ambassador's activity and an additional replica for the most active ambassador in each quarter,
4. assistance in obtaining tickets for the IWA for selected Ambassadors, for the most active Ambassadors the possibility of purchasing tickets by Specna Arms,
5. tickets for partner and sponsored events (subject to availability),
6. a package of photos and videos to be used by the Ambassador on his/her own social media channels,

7. promotional support in social media (sharing Ambassador content min. 2 times per quarter if he/she provides material - photos, reels, promoting),
8. priority in receiving information about new Specna Arms products,
9. the possibility of direct contribution to the development of the Specna Arms brand and products,
10. publication on the Website and catalogue with links to Ambassador's Instagram/ Facebook account,
11. joint competition once a quarter (prize sponsorship) with selected Ambassadors
12. participation in video content ( live with Leszek, Q&A, Quick answers to 10 questions),
13. the possibility of renting a SA tent free of charge for the duration of the contract,
11. in the case of promoting the GUNFIRE store, depending on the activity in this regard, the Ambassador may receive a voucher worth EUR 50, but not more frequently than once a quarter. Specna Arms reserves the right to change the verification and reward system for promoting

## **§ 7**

1. By joining the Campaign, the Ambassador transfers to Specna Arms the proprietary copyrights to each work created by the Ambassador in connection with participation in the Campaign (hereinafter the "Works") in the following fields of use:
  2. multiplication with audiovisual (including visual), multimedia, printing, photographic, IT, and digital techniques, without limitation in the number of copies,
  3. recording on audiovisual (including visual), multimedia, printing, photographic, phonographic, IT, digital, plastic media,
  4. make any changes in the form, content, or functionality, i.e. adding, deleting, improving the content of the Works, independently and at their discretion,
  5. lending and renting Works,
  6. public performance, display, playback, broadcasting, and rebroadcasting, as well as making the Works available to the public in such a way that everyone can have access to them at a place and time chosen by them, including on the Internet,
  7. processing the Works by digital and analog methods,
  8. preparation of studies of the Works;
  9. the presentation and introduction of the Works to the memory of the computer and computer network servers, including generally available (Internet) and making them available for advertising purposes to users of such networks,
  10. disseminating in the fields of exploitation specified in these Rules, all or parts of the Works in activities based on publishing and distribution, promotional and advertising materials, organizing promotional and advertising campaigns,
  11. placing the Works on any media used for advertising and promotion, in particular: billboards, press, television, leaflets, newspapers, POS,

12. use of the Works in whole or in part and the form determined by Specna Arms for marketing and information purposes regarding the business activities of Specna Arms.

13. Transfer of the rights referred to in para. 1 above takes place without territorial and time limitations, and Specna Arms is entitled to transfer these rights to third parties. 14. The Ambassador agrees and authorizes Specna Arms and the brands that Specna Arms cooperates with to:

15. making any studies of the Works, including, inter alia, alterations, corrections, changes, and adaptations of the entire Works or their individual fragments,

16. use the Works or any parts thereof in other works, materials or in the vicinity of other works, elements or materials, trademarks, and names,

17. dispose of and use studies of the Works, 18. exercising on behalf of the Ambassador moral copyright to the Works (including granting the third party such authorization by Specna Arms), including the right to (i) decide on the first public release of the Works, (ii) perform author's supervision, (iii) inviolability of the content and form the Works and their fair use, and undertakes not to exercise moral rights to the Works without prior agreement with Specna Arms.

## **§ 8**

1. Specna Arms is not responsible for the Content or any other data provided by the Ambassadors.

2. Filling in the recruitment form is tantamount to confirming that the Ambassador has full rights to the media, which the Ambassador reports as his/her own and through which he/she will publish content related to the Campaigns.

## **§ 9**

1. These Rules, regardless of being a part of the Agreement, will be made available to all current and potential Ambassadors on the Website.

2. Specna Arms reserves the right to amend these Rules at any time. If these Rules are amended during the term of the Agreement, the Ambassador has 14 days to submit a declaration of termination of the Agreement with immediate effect. In the event of failure to submit such a declaration, it is assumed that the Ambassador has accepted the new content of these Rules and is obliged to comply with them.

3. In matters not covered by these Rules, the provisions of Polish law, in particular the Civil Code, shall apply.

4. Specna Arms reserves the right to remove the Ambassador from the Base without giving any reason.

5. Specna Arms reserves the right to refrain from running the " Specna Arms Brand Ambassadors Program" at any time.