

General Terms and Conditions for Members of Croatia FIT Program

I. DEFINITIONS

In these General Terms for Members of Croatia FIT Program (hereinafter referred to as "General Terms and Conditions"), the following terms are used with the following meanings:

- User: a natural person who has an active user account in the Moja Croatia mobile application.
- Member: a user who has registered in the Program and to whom the General Terms and Conditions apply.
- Moja Croatia mobile application: software program owned by Croatia Osiguranje installed on the User's mobile phone.
- Program: The Program pertains to the processes and procedures for promoting physical activity by which the Organizer encourages and promotes a healthy lifestyle and taking care of one's health among Members, thereby contributing to the overall health in the Republic of Croatia and enhancing the Organizer's social responsibility. By monitoring a Member's physical activity, the Organizer calculates the total number of steps and the average number of steps taken within predetermined time periods, based on which the Member can be rewarded. Regular monitoring of the Member's physical activity involves tracking the number of steps at times when the Member has enabled it in the Moja Croatia mobile application, regardless of the current promotional prize-winning competition.
- Organizer: CROATIA osiguranje d.d., Vatroslava Jagića 33, 10000 Zagreb.
- Access deactivation: the process by which the Organizer permanently disables the use of issued user data at the Member's request. After access deactivation, the Member can submit a request to be granted access to the Program once again.
- Competition: a way to win prizes for physical activity and for the number of steps registered within a monitored period specified in the Moja Croatia mobile application.
- Badges: indicators that the Member has achieved a specific, predetermined goal in the course of participating in the Program (e.g., a badge for the first recorded steps, and similar).
- Steps: physical activity recorded by the Member's mobile phone's operating system, originally stored in the information systems of Google and Apple, which serve as the data source for the Program.

II. CONDITIONS FOR USERS' REGISTRATION IN THE PROGRAM

The right to register in the Program is reserved for Users. Users accept these General Terms and Conditions by clicking on the access link containing a description of the Program and these General Terms and Conditions, thereby becoming a Member of the Program. Registration in the Program is voluntary and free of charge.

By entering the Program, Members confirm that they will personally engage in physical activity, i.e., take the steps. Membership in the Program is non-transferable, and any form of membership transfer from one Member to other individuals is hereby excluded and considered impermissible.

III. PRIZES

The Organizer rewards Members based on physical activity and the number of steps taken by the Member

and registered in the information systems of Google and Apple. Prizes are granted at the end of the observed period specified in the competition, based on the number of steps recorded in the calendar month for which the Organizer grants prizes.

A Member has the right to receive a maximum of 1 (one) prize within a period of 6 (six) months, or a maximum of 2 (two) rewards within a period of 12 (twelve) months. This rule does not apply to the annual prize, which means that a Member who has already won 2 (two) prizes in one calendar year may also receive the annual prize.

The Program provides two ways to win prizes:

1. Winning prizes through competitions - each competition will be announced through the mobile application. The competition announcement will include information about the start date and end date of the competition, the prerequisites for Member participation, and the tasks to be completed to be considered as completing the competition and gaining the opportunity to win a prize. A Member can qualify for a prize by confirming their wish to win the prize by clicking "I want the prize" in the Moja Croatia mobile application. The Program provides for two types of competitions:

- a) Individual competition based on average physical activity – to qualify for a prize within each individual competition, a Member must have specific badges. Badges earned in a particular competition are a prerequisite for winning a prize. The Moja Croatia mobile application will categorize Members into weight categories based on their previous level of physical activity. Members who have been in the Program for less than 30 (thirty) days will be placed in the lowest category, and to qualify for a prize, they must achieve the minimum level of physical activity. All other Members will be classified into the lowest, middle, or highest category, depending

on their level of physical activity in the past 30 (thirty) days. The weight category will define the threshold for winning a prize for each individual Member, and the thresholds will be specified in the mobile application.

The value of each prize ranges from 5.00 euros to 700.00 euros.

- b) Individual competition based on a daily set goal – to qualify for a prize within each individual competition, a Member must have specific badges. Badges required for participating in a particular competition will be listed in the competition announcement.

A Member must fulfil the assigned task related to the daily goal of physical activity that they have previously set in the mobile application to earn a badge and gain the opportunity to win a prize. If a Member changes their daily goal of physical activity during a specific competition, the conditions for winning a prize will also change accordingly.

The value of each prize ranges from 5.00 euros to 700.00 euros.

2. Winning prizes without competing – The program envisions two categories of prizes won without competing.

- a) Badges – each badge has individually described conditions and levels of physical activity that need to be met to qualify for it. By meeting the criteria for a specific badge, the Member demonstrates advanced care for their own health and also has the opportunity to win prizes. Specific conditions for individual badges will be defined in the Moja Croatia mobile application.

The value of each prize ranges from 3.00 euros to 130.00 euros.

- b) Annual prize – the program envisions two categories of annual prizes:
 - i. FIT Protekt accident insurance – Members who have a valid Croatia Osiguranje complementary health insurance policy or Croatia Osiguranje additional health insurance at the time of qualifying for the annual prize and who earn a total of 6 badges granting them the right to prizes over a period of 12 months (365 days, or 366 days in a leap year) are eligible for this prize. Members who fulfil all the mentioned conditions are entitled to FIT Protekt accident insurance, which is not available for purchase as a standalone insurance product. Information about coverage will be published on the website www.crosig.hr.
 - ii. Gift Voucher for Croatia Osiguranje complementary health insurance or Croatia Osiguranje additional health insurance – Members who do not have a valid Croatia Osiguranje supp health insurance policy or Croatia Osiguranje additional health insurance policy at the time of qualifying for the annual prize and who earn a total of 6 badges granting them the right to prizes, over a period of 12 months (365 days, or 366 days in a leap year), are eligible for this prize. Members who fulfil all the mentioned conditions are entitled to a gift voucher worth 30.00 euros for contracting individual Croatia Osiguranje complementary health insurance or Croatia Osiguranje additional health insurance according to the insurer's standard price list. The gift voucher is issued in digital format.

IV. ANNOUNCEMENT OF RESULTS AND WINNERS

For each type of prize, the names, surnames, and places of residence of Members who have won awards will be publicly announced in the Moja Croatia mobile application.

V. PRIZE DELIVERY AND COLLECTION

The Organizer is obligated to send the prize to the winners by registered mail within 15 (fifteen) days from the date of announcing the winners, together with instructions on how to use the prize, to the address specified by the winner during their communication with the Organizer's staff as the correct address where they can collect the prize.

If the mail item sent by registered mail has been returned to the sender (Organizer), with the note "Recipient Informed, Did Not Pick Up the Mail Item," it will be considered that the prize winner did not collect it. In this case, within 2 (two) months from the date of announcing the winner, the prize winner must submit a written request to the email address requesting the re-sending of the mail item (the prize). A Member can only submit one request for re-sending the shipment.

In case the prize is not in physical form, it will be delivered to the prize winner's e-mail address registered in the Moja Croatia mobile application within 15 (fifteen) days from the date of announcing the winner.

VI. PERSONAL DATA PROTECTION

CROATIA osiguranje d. d., Vatroslava Jagića 33, Zagreb, PIN: 26187994862, as the data controller and Organizer of the Croatia Osiguranje FIT program (hereinafter referred to as "the Organizer"), protects the privacy of Members/Users and processes only those personal data of Members/Users that are necessary for the purpose for which they were collected. With the Member's consent, personal data of the Member are collected from the Google Fit application and/or Google Fit service (API) or Apple Health application, and they are stored by the Organizer.

Personal data of the Member/User are stored in the information systems of the Organizer and data processors, within the European Economic Area. Technical and organizational measures are taken to ensure the protection of personal data and an adequate level of security to safeguard them from unauthorized access, deletion, alteration, or loss of data.

1. Purpose of personal data processing

Any natural person with an active user account in the Moja Croatia mobile application can participate in the Program. By participating in the Program, a user of the Moja

Croatia mobile application accepts the terms and conditions of the Program and becomes a user of the Program, i.e. a Member.

Members of the Program earn badges in accordance with specific conditions. The processing of personal data of the Member/User is necessary for the undertaking of actions required for the User to access the Program and for the exercise of the Member's and the Organizer's rights and obligations as outlined in the Program.

Personal data of the Member of the Program are processed for the purpose of tracking their physical activity and awarding prizes in accordance with their achievements within the Program and specific competition conditions.

In order for all the benefits of the Program to be achievable and to ensure the smooth operation of the Moja Croatia mobile application, it is necessary to collect the Members' personal data for automated tracking of physical activity.

Members' personal data are collected through their user accounts in the Moja Croatia mobile application. Activation of physical activity tracking requires the collection of personal data and granting permissions through the permissions system in the operating system on the Member's mobile device.

Without granting the permissions, it is not possible to collect data for the purpose of tracking the Member's physical activity or earning prizes in the Program.

Each of the Member's permissions will remain active separately until the Member deactivates it specifically, but the Moja Croatia mobile application will collect data only after the permissions are enabled.

Personal data is stored on the Organizer's servers. The Organizer monitors each Member's physical activity and based on this, compiles statistics on the Members' physical activity.

- a) Permission to Access the Member's Google Account – if a Member accesses the Program through an Android-based mobile device, they are required to enable the Moja Croatia mobile application to access their Google account. This is necessary for the Moja Croatia mobile application to be able to use the Google Fit application and/or Google Fit service (API) as a source of data about the Member's physical activity. The Member can revoke the application's access to their Google account at any time, in which case they will still be a Member of the Program but will not be able to participate in winning prizes or use the Program's features for tracking physical activity.
- b) Data on distance covered and number of steps taken – with the Member's permission, the Moja Croatia mobile application collects data on the distance covered and on the number of steps taken by the Member through the Apple Health application or the Google Fit application and/or Google Fit service (API). Data on distance covered and number of steps taken are necessary for creating an overview of the Members' physical activity in accordance with the terms and conditions of the Program.
- c) Data on elevation gain – the Moja Croatia mobile application collects data on elevation gain achieved by the Member, through the Apple Health application or the Google Fit application and/or Google Fit service (API). Data on elevation gain are necessary for creating an overview of the Members' physical activity in accordance with the terms and conditions of the Program.
- d) Location data – the Moja Croatia mobile application collects the Member's location data through the Google Fit application and/or Google Fit service (API). Location data are necessary for creating an overview of the Members' physical activity in accordance with the terms and conditions of the Program.

2. Internet Network Status

The Moja Croatia mobile application collects real-time data on distance covered, number of steps taken, elevation gain, and location when data is collected from the Google Fit application and/or Google Fit service (API).

If data on distance covered, number of steps taken, and elevation gain are collected from the Apple Health application, the Member needs to run the Moja Croatia mobile application on their mobile device for data collection and synchronization.

If the connection to the network is disrupted, the Member will not be able to view the current status of their physical activity in the Moja Croatia mobile application until they reconnect to the internet and activate the mobile application, at which point the data will be collected by the Moja Croatia mobile application through the Apple Health application or the Google Fit application and/or Google Fit service (API).

3. Data categories

For the purpose of User access and approval of membership in the Program, the Organizer uses necessary personal data of Users, such as data about an active user account in the Moja Croatia mobile application and a valid Croatia Osiguranje complementary health insurance policy and/or Croatia Osiguranje additional health insurance policy, or other valid insurance policy. For the purpose of tracking physical activity in accordance with the terms and conditions of the Program, the Moja Croatia mobile application collects the following data:

- Permissions – permissions for data collection
- Time
- Number of steps
- Elevation
- Distance
- Location.

The Members' data processed for the purpose of creating an overview of the physical activity of the Member of the Program are analyzed on an aggregate level and do not reveal the identity of the Member.

Since a Member's personal data are collected through the Apple Health application or the Google Fit application and/or Google Fit service (API), and data synchronization depends on the network connection status, the Organizer is not responsible for proper operation of the Apple Health application or the Google Fit application and/or Google Fit service (API), nor for the accuracy and up-to-dateness of the collected data.

4. Data retention period

A Member's personal data are stored until the purpose for which they were collected in accordance with the terms and conditions of the Program is fulfilled, and in any case for a maximum of 12 months after their leaving the Program, or until the resolution of any Member's complaints, after which time the data will be anonymized. A Member can deactivate access to the Program or the Moja Croatia mobile application at any time, and their user account and data collected in the Program will be anonymized.

5. Categories of data recipients

For the purpose of providing services within the Program, the Organizer uses the services of data processors, which are related to providing IT support. Data processor processes personal data on behalf of the Organizer and in accordance with its instructions.

6. Data protection

The Organizer and the data processor implement technical and organizational measures to ensure the protection of personal data and an appropriate level of security. The applied security measures include, but are not limited to, SSL encryption of data traffic, access control, protection against malware, anonymization, and other adequate protection measures in accordance with the internal regulations of the Organizer and the data processor.

7. Users'/Members' rights

- a) Right of access – you have the right to contact us at any time and to receive confirmation as to whether or not your personal data are being processed, and where that is the case, to request access to such personal data and to information you are entitled to receive with regard to personal data protection.
- b) Right to rectification – if we are processing some of your personal data that are incorrect, you may request that we rectify them at any time. Likewise, if data are incomplete, you have the right to have them completed.
- c) Right to erasure – you have the right to request us to delete your personal data if we are processing them unlawfully or if the personal data are no longer necessary for the purposes for which they were collected. There may be reasons that prevent immediate erasure, for example, for the establishment, exercise, or defence of legal claims, and you will be informed in relation to each individual request.
- d) Right to restriction of processing – you may request that we restrict the processing of your data where one of the following applies:
 - i. You contest the accuracy of personal data, for a period that allows us to verify the accuracy of such data;
 - ii. Processing is unlawful, but you oppose erasure and request restriction of use of such data instead;
 - iii. Such data are no longer required for the purposes of processing but they are required by you for the establishment, exercise or defence of legal claims;
- e) Right to data portability – you have the right to receive your personal data which you have provided to us in a structured, commonly used and machine-readable format, where the processing is based on consent or on a contract and is carried out by fully automated means;
- f) Right to a complaint – if you believe that our processing of your personal data is in violation of the General Data Protection Regulation or other legislation pertaining to personal data protection, please contact our Data Protection Officer to have the issue clarified. You also have the right to submit a complaint to the national supervisory body (Croatian Personal Data Protection Agency) or to an EU supervisory body.

You may exercise the rights listed above using the following contact information:

- Data Protection Officer: by e-mail at: zastitapodataka@crosig.hr
- Customer Support: by e-mail at info@crosig.hr or by calling the number 072 001884
- at the address Vatroslava Jagića 33, 10000 Zagreb and in every branch office of CROATIA osiguranje d.d.

In case of any uncertainties, we may request additional information to verify your identity, which is how we protect your rights and privacy. Where your demands are obviously unfounded or excessive, especially as a result of their frequent recurrence, we may charge an administrative fee or refuse to do as requested. If you submit your request electronically, information will be provided in electronic form, unless you specify otherwise.

VII.

RIGHT TO A COMPLAINT, CONTACT DETAILS

Members have the right to submit a written complaint to the Organizer within 30 (thirty) days from the date of publication of Members who have won prizes, if they believe that their rights have been violated. The Organizer will respond within 15 (fifteen) days from the date of receiving the written complaint from the Member.

Members can contact us at:

- info@crosig.hr
- Telephone number: 072 00 1884

VIII.

APPLICATION OF GENERAL TERMS

These General Terms and Conditions enter into effect and apply as of 1 January 2024. The Organizer may, at any time, decide to change the content of the Program, amend these General Terms and Conditions, or decide to terminate the Program, and in such case Members will be notified in writing.