

Airly Promotion Campaign “#LetSchoolsBreathe” Terms and Conditions

§ 1 General Provisions

1. These terms and conditions constitute an appendix to General Terms of Service and the terms written in capital letters should be understood accordingly, subject to the provisions of paragraph 2 below.
2. In these terms and conditions the following terms, which are written in capital letters, shall be understood as follows:
 - a. **“Applicant”** – an adult person (over 18 years old), having full capacity for acts in law registering the school to participate in this promotion campaign;
 - b. **“Participant”** – the British public or private primary school, secondary school, high school, college established on the territory of the United Kingdom, signed up correctly for this promotion campaign;
 - c. **“Promotion Campaign Period”** - period of time specified in these terms and conditions, in which signing up for this promotion campaign is possible;
 - d. **“Sensor”** – the PM+GAS (NO₂ and O₃) Sensor, which is the subject of this promotion campaign, specified by Airly in the Platform.
3. The promotion campaign is organized by Airly.
4. Under the promotion campaign, Airly, at its discretion, will select Participants that will be given the opportunity to enter into the free loan for use agreement and on the basis of the free loan for use agreement, each of the Participants selected by Airly will receive one Sensor for a free use, for a 6 month period counted from the Sensor’s remote calibration date, completely free of charge, without transfer of ownership of the Sensor to the each of the Participants selected by Airly.
5. The aim of this promotion campaign is to engage parents, the community and local councils with essential knowledge on the quality of the air that students breathe and crucially how it varies by time of day.
6. This promotion campaign applies only to the British public and/or private primary schools, secondary schools, high schools and colleges established on the territory of the United Kingdom.
7. Participation in the promotion campaign is voluntary and free of charge.
8. The necessary condition that allows to register a given school in the promotion campaign is the Applicant’s acceptance of these terms and conditions and consent to receive commercial information from Airly to the provided e-mail address, at the school’s registration stage. Consent to receive commercial information from Airly to the given e-mail address is voluntary and may be withdrawn at any time.

§ 2 Legal basis of the promotion campaign

1. The legal basis of this promotion campaign constitutes these terms and conditions which are also the only document specifying the detailed principles of this promotion campaign.
2. In matters not covered with these terms and conditions, the provisions of the General Terms of Service are applicable.

§ 3 Promotion Campaign Period

1. The promotion campaign shall commence on **February 7th, 2021 and cease when cancelled by Airly (Promotion Campaign Period)**.
2. Airly reserves the right to cancel the promotion campaign at any time without giving reasons and without special notification.
3. The promotion campaign ends on the expiry of the Promotion Campaign Period.

§ 4 Submitting the application

1. The application for the school's participation in this promotion campaign takes place only via Airly's website (<https://airly.org/en/let-schools-breathe/>).
2. The Applicant must complete the registration form on Airly's website (<https://airly.org/en/let-schools-breathe/>) by entering the school name, the school address (city, street address, post code), the Applicant's e-mail address, the Applicant's first name and last name accepting these terms and conditions and consenting to receive commercial information from Airly to the given e-mail address.
3. After correct registration of the school for the promotion campaign by the Applicant, the school will become the Participant that has been signed up correctly for the promotion campaign. Airly may contact the school in order to inform the school about registering it for this promotion campaign and familiarize the school with the promotion campaign.

§ 5 Selection of the Participant and entrance into the free loan for use agreement

1. Airly, at its discretion, shall select Participants among the correctly signed up Participants, that will be given the opportunity to enter into the free loan for use agreement with Airly for a 6 month period Sensor use counted from the Sensor's remote calibration date, without transfer of ownership of the Sensor to the each of the Participants selected by Airly. Entrance into the free loan for use agreement by the Participant selected by Airly is the necessary condition of receiving the Sensor for a 6 month period use counted from the Sensor's remote calibration date.
2. Each of the Participants selected by Airly will be informed about Airly's decision via e-mail.
3. The necessary condition that allows the Participant selected by Airly to enter into the free loan for use agreement is the selected Participant's consent to receive commercial information from Airly to the given e-mail address. Consent to receive commercial information from Airly is voluntary and may be withdrawn at any time.
4. Airly and each of the Participants selected by Airly shall enter into the free loan for use agreement and the selected Participant by Airly shall consent to receive commercial information from Airly through a special form sent to the selected Participant via e-mail, by marking the proper checkboxes. In the event of the selected Participant's refusal to enter into the free loan for use agreement, Airly will not deliver the Sensor to the selected Participant and such refusal shall mean the selected Participant's resignation from receiving the Sensor.
5. After the entrance into the free loan for use agreement, Airly shall deliver the Sensor to the selected Participant within a reasonable period of time between 14 and 30 days from the date of the entrance into the free loan for use agreement. In exceptional cases, the delivery date may be extended by another 30 days, of which Airly will inform the selected Participant via e-mail. The delivery might be delayed due to customs procedures in force from January 1st, 2021.
6. For the duration of the free loan for use agreement, Airly will take actions to find a sponsor to keep the Sensor active after the 6 month period as referred to in paragraph 1 above. Airly does not guarantee that Airly will find such a sponsor.
7. Under the free loan for use agreement, Airly will undertake to deliver the Sensor to each of the Participants selected by Airly, install the Sensor at a time and in the place chosen by the selected Participant only at the selected Participant's request, calibrate the Sensor remotely and remove the Sensor after 6 months period of Sensor's usage counted from the Sensor's remote calibration date only at the selected Participant's request, in case of not finding any sponsor to maintain the Sensor for a monthly fee.
8. Airly undertakes to cover all costs related to the delivery of the Sensor to the selected Participant, including possible customs duties.
9. The Data Read Service Terms of Service provisions (Data Read Service Terms of Service is available on the Platform: <https://airly.org/en/terms-conditions/>) shall apply accordingly to the free loan for use agreement entered into between Airly and the selected Participant. The

selected Participant shall accept the provisions of the Data Read Service Terms of Service. Under the Data Read Service Terms of Service, in particular:

- a) Airly will provide the ability to use the Service for the Sensor throughout the duration of the Sensor's period of use indicated in the free loan for use agreement, which is 6 months counted from the Sensor's remote calibration date;
- b) the Service is free of charge;
- c) Airly will calibrate the Sensor remotely, connect the Sensor to the Map, maintain the display of the Sensor on the Map;
- d) Airly is the only owner of the data collected from the Sensor;
- e) Airly is the only entity entitled to dispose of the graphic presentation of the Sensor on the Map, including but not limited to sale, rent, lease, mark with any word or graphic symbols, or taking any other action regarding the mentioned graphic presentation of the Sensor. Aforementioned rights are not related to any Airly's obligation towards the selected Participant to provide any benefits (in particular any payment liabilities);
- f) the selected Participant must provide the power source to the Sensor located maximum 3 meters from the Sensor location and continuously sustain it, at the Borrower's expense, for the duration of the free loan for use agreement;
- g) the selected Participant must provide the outdoor place (located outdoor) to install the Sensor at the height between 1,5 – 8 meters.

§ 6 Final provisions

1. These terms and conditions enter into force on **04/2021**.
2. The promotion campaign is not a game of chance, gift lottery, mutual betting, promotion lottery which result depends on randomness and any other form provided for under the Polish Gambling Act dated 19 November 2009.
3. Airly reserves the right to end the promotion campaign at any time during the Promotion Campaign Period without giving a reason.