

**Official Regulation**  
**of the OMV MyStation Loyalty Program**

effective from 25 January 2023

(amended on 29 June 2026, in force as of 13 July 2026)

**Art. 1 Scope**

(1) These official rules (the "**Regulation**") govern the organization of the OMV MyStation loyalty program ("**Program**" or "**OMV MyStation Program**"), their purpose is to give a clear definition of its elements and to regulate in a clear way the conditions of participation as well as to provide the required consumer protection and information.

(2) The OMV MyStation Program is organized by OMV Bulgaria OOD (the "**Organizer**" or "**OMV**"), with seat and registered address at 2 Donka Ushlina St., Vitosha district, gh. Malinova Dolina, Garrity Park, Office Building 4, fl. + 1, Room 411, Sofia 1766, Bulgaria, registered in the Commercial Register and Register of Non-Profit Legal Entities under No. 121759222.

(3) The Program has as purpose:

- consolidation of the knowledge and satisfaction by the Organizer of the expectations and desires that the customers thereof have in relation to the provided products and services,
- increasing customer satisfaction of the participants,

rewarding their loyalty with benefits associated with the Program, such as OMV MyStation Points, special and/or personalized commercial offers, etc.

(4) The Regulation establish the separate stages of registration and use of the OMV MyStation App, as well as the rules of the OMV MyStation loyalty program - from the voluntary and free enrolment of the customer in the Program, to the possible exercise of his/her right to terminate his/her participation, as well as stipulating the responsibility of the Organizer and the client-participant in the Program.

(5) Participants are obliged to read the Regulation and accept it upon registering in the Program, as this is a prerequisite both for using the digital OMV MyStation Card and for receiving and using the advantages offered within the Program. Participants are required to comply with the provisions of the Regulation throughout their voluntary participation in the OMV MyStation Program.

(6) The rules apply to the relationship between the OMV MyStation Participants, on the one hand, and the Organizer, on the other. They are prepared in accordance with the applicable law in the Republic of Bulgaria and are published and provided in advance before exercising the opportunity to enrol in the Program, being available completely free of charge:

- in the OMV MyStation App;

and/or on the website [www.omv.bg](http://www.omv.bg). (7) At the Organizer's decision, the Regulation may be distributed free of charge in order to inform the public, including through materials and/or advertising messages and/or communication messages. The information that these materials may contain is interpreted in accordance with the provisions of the Regulation. Taking into account the objective restrictions specific to advertising and/or communication materials and/or messages, the provisions of the Regulation always take precedence over the latter.

## **Art. 2 Definitions**

In this Regulation:

1. "**OMV MyStation App**" means mobile application software designed and developed by or on behalf of the Organizer for mobile devices, such as smartphones and tablets, for the purpose of accessing the Program. The application does not include the software to control such devices (mobile operating systems) or hardware.

(1) The OMV MyStation App is owned by the Organizer, is available free of charge and can be installed on mobile devices by selecting/downloading it from the available in the Republic of Bulgaria AppStore and/or Google Play Store and/or other digital platforms/stores, as the case

may be, based on the informed choice by the user.

(2) The specific requirements for a given mobile device to work with the application are as follows:

- sufficient battery charge,
- access to the Internet and a browser,
- an active email account,
- support the respective operating systems Android 10.0 or higher and access to the Google Play Store or iOS 13.0, or higher and access to the Apple AppStore, or any other applicable.

(3) Installation and use of the OMV My Station App requires access to the Internet (via mobile data connection, wireless Internet or otherwise) through the Participant's mobile device. Data costs via a mobile connection are borne by the Participant and depend on the contract between the Participant and the Internet service provider.

(4) The App is available in Bulgarian and English. The App automatically selects the language based on the device's default language, and the user has the option to change the language in which the App is used from the settings of the OMV MyStation App itself on the phone.

(5) The Organizer and developer of the App take the necessary measures to make it clearly identifiable, functional, easy to understand and stable, thus:

- provide users with a special section with detailed information on the way of use, called "Questions and answers"/"Q&A", which is published on the website [www.omv.bg](http://www.omv.bg) and in the App;
- may develop new versions on the initiative and/or with the consent of the Organizer.

2. "**OMV MyStation Points**" are the gift points that may be received and accumulated in accordance with these General Terms and Conditions upon purchase of certain goods and

services from the Organizer's retail outlets and used to purchase goods and/or services within the Program with a full or partial discount, as announced in the OMV MyStation App and on the website [www.omv.bg](http://www.omv.bg), as part of a transaction for the sale of goods or provision of services, provided that the Regulation of the Program is accepted by the Participant.

3. "**OMV Retail Outlets**" means all OMV retail outlets in the Republic of Bulgaria belonging to the Organizer, which are part of the Program and where the loyalty of the Participants is rewarded with benefits such as: special commercial offers corresponding to the defined level of loyalty, personalized commercial offers, OMV MyStation Points that Participants may receive and use in accordance with the provisions of this Regulation.

### **Art. 3 Duration, suspension and termination of the Program**

(1) The OMV MyStation program is valid from January 25, 2023 for an unlimited term.

(2) Notwithstanding the above, the Program may be suspended by the Organizer if, for any reason, the OMV MyStation App, necessary for the operation of the Program, ceases to function or in cases where technical support is required for the App or the related information systems of the Organizer. The Organizer undertakes to announce in a timely and appropriate manner that actions have been undertaken to eliminate the problems that have arisen in the operation of the App. Until normal operation of the App is restored, the rights and obligations of the Participants regarding the use of the App are suspended. After restoring the operation of the App, Program operation and Program benefits are resumed.

(3) The scheduled suspension of the Program, the suspension of the Program for technical reasons for a period longer than 48 hours and respectively the resumption of the functioning of the Program (and of the OMV MyStation App) are announced publicly by the Organizer on the website [www.omv.bg](http://www.omv.bg), as well as through any other means of communication that it deems necessary, for example by announcement at the OMV Retail Outlets or on the Organizer's social media page.

(4) The Organizer has the right to terminate the Program. This decision shall be communicated

to the Participants at least 30 days prior to the date of termination. The notice of termination of the Program is announced at all OMV Retail Outlets and on the website [www.omv.bg](http://www.omv.bg). Participants also receive one or more communications via the approved means of communication upon registration (such as text message, email or other appropriate means) or through a notification sent to the App profile. The Organizer shall outline in detail the conditions for using the accumulated OMV MyStation Points. After the deadline set by the Organizer for termination of the Program, the opportunity to accumulate and use OMV MyStation Points for the products and services offered by the Organizer is terminated.

(5) The Organizer is not responsible for any damages (including inability to use Program benefits or inability to earn and accumulate OMV MyStation Points) that a Participant may suffer during the period of suspension of the Program or as a result of termination of the Program, but declares that it will make every effort and set reasonable deadlines, for to ensure that such damages do not occur and the user satisfaction of loyal customers is not affected.

#### **Art. 4. Amendments to the Regulation**

(1) The Organizer has the right to unilaterally amend the Regulation at any time, especially for important reasons.

(2) Such important reasons are, for example:

- of a legal nature, such as applicable and relevant amendments to generally or specifically applicable regulations and/or decisions of the competent authorities;
- recommendations of the Organizer's experts;
- depending on the need for regular or punctual optimization of the Program, including through newer versions of the OMV MyStation App;
- of a technical or operational nature, such as changes/technological developments or changes to the way authorization methods work, change of service providers without which the functioning of the Program and/or App could not be ensured, or other changes

in IT the Organizer's systems.

(3) The Organizer shall inform the Participants in advance and encourage them to take appropriate and effective measures so that the necessary amendments to the Regulation do not have a negative impact on their user satisfaction.

(4) In any case, the changes, which depend exclusively on the Organizer's decision, shall not limit/affect in an illegal or unjustified way the advantages received by the Participants accumulated up to that point in the individual profile.

(5) Amendments to the Regulation, which are not initiated by the Organizer, but represent voluntary compliance actions or are in response to a new legislative and/or administrative measure, enter into force in accordance with the terms specified in the applicable acts, including in the legislation.

(6) Amendments to the Regulation, with the exception of those arising from the legislative framework or administrative measure, or imposed due to technical or operational reasons, such as improving the operation or security of the App, enter into force only after they are made public at the latest 14 days in advance. The amendments are communicated as follows:

- in the OMV MyStation App and/or;

on the website [www.omv.bg](http://www.omv.bg) and/or.(7) If they do not agree with the amendments to the Regulation, the Participants have the right to terminate their participation in the Program, including the use of the OMV MyStation App, before their entry into force. The Organizer recommends to the Participants who intend to terminate their participation in the Program:

- to be informed through the means provided by the Organizer about the reasons, nature and specific consequences of the amendments, as well as
- to use the advantages already accumulated so as not to lose them in the event of exiting the Program and uninstalling the App. Such benefits are non-exchangeable and the Organizer has no obligation to exchange them for cash. The Organizer provides the Participants appropriate compensation (e.g. one-time vouchers, compensations in kind

or the like) as for the acquired benefits, which the Participants would possibly lose upon exiting the Program and uninstalling the App under the terms of this Article. 4, para. 7., as well as in all cases where the law requires it. In order to exercise their right to compensation, Participants should notify the Organizer via the customer service by calling 080012800 before or at the latest within three days after withdrawing their participation in the OMV MyStation Program by deactivating and deleting their account in the OMV MyStation App.

(8) The Program Participant who does not agree with the new conditions must withdraw from the Program, terminating his/her participation in it, by closing the account on the App.

(9) The use of the App and participation in the Program after the entry into force of the amendment shall be deemed as acceptance of the Participant of the new amended provisions of the Regulation. Consent must be also expressly given through the electronic means provided in the OMV MyStation App.

(10) The Participant has the right to close his/her account in the Program at any time through the account deletion function in the OMV MyStation App, for any reason, not only in connection with an amendment to the Regulation.

#### **Art. 5 Right to participate in the Program**

(1) The Program is intended exclusively for consumers - natural persons who have reached the age of 18 at the latest at the time of enrolling in the Program, as well as for representatives of legal entities or self-employed persons who:

- express agreement with the Terms of Use of the App and the terms of this Regulation,
- install the OMV MyStation App on their mobile device, successfully complete the registration process in the App, create their Participant Profile along with a digital participant card.

(2) The Organizer does not have any obligations regarding the way in which representatives of

legal entities or self-employed persons use the App in connection with business bank and/or payment cards. In view of this, the decision to allow legal representatives to use a company bank and/or payment card under this Program is made by the relevant legal entity. In any event, OMV MyStation Points are accumulated in the personal profile of the individual to whom the digital OMV MyStation Card used in the transaction is linked.

(3) Excluded from this Program are all payments made with special fuel cards that allow commercial customers to make purchases with deferred payment or prepayment of certain goods and services, such as OMV Routex cards, DKV, UTA and the like, or with fuel vouchers, as well as in the case of mixed payment in cash and/or with a bank card simultaneously with fuel vouchers and/or a fuel card, in all cases of which the digital OMV MyStation Card cannot be used and points can be accumulated and /or benefits in the OMV MyStation App.

#### **Art. 6 Registration and profile in the OMV My Station program**

(1) To access the benefits of the Program, you must have an OMV MyStation profile and be a Participant in the Program.

(2) OMV MyStation profile is created only through the OMV MyStation App in the Republic of Bulgaria.

(3) Only persons over the age of 18 who:

a) download the free OMV My Station APP on their smartphone or tablet from the available in the Republic of Bulgaria Google Play Store or Apple AppStore, or other digital platforms/stores, as applicable;

b) agree to the Terms of Use of the OMV My Station App under the OMV My Station Loyalty Program and the Official Regulation of the OMV My Station Loyalty Program;

c) register in the App by completing the registration form and entering all the necessary information;

d) confirm the registration over the mobile device with installed OMV MyStation App by

using the link from a message received on the e-mail after the registration;

e) after confirmation of the e-mail, a profile of the Participant with an activated digital OMV My Station card is automatically generated, with the possibility of using a physical plastic card, if the latter is also registered in the profile, as detailed in art. 7, para. (2) below ;

(4) In order to register for the OMV My Station program through the App and create an OMV My Station profile, users provide the following information:

a) Personal data that is provided when accessing the website (e.g. IP address, browser used, type of device used), which is subject to the information in the Data Privacy Policy and "cookies" published on the website;

b) Email address

c) Name

d) Surname

e) Date of birth

f) Country

g) City

h) Data on the Participant's purchase history (products, amount paid, place and date of purchase)

i) Gender (from salutation)

j) Street (optional)

k) Street number (optional)

l) Postal code (optional)

m) Telephone (optional)

n) Geolocation data (according to the “Active” status of the App installation and the consent to receive such notifications in the phone settings) (optional)

o) Invitation code, if received from another registered participant in the App (optional).

p) Promo code if received from OMV (optional).

q) Number of existing physical loyalty card issued OMV in Bulgaria (eg Save&Drive) (optional)

(5) It is forbidden to provide false information and data, especially such that does not belong to the Participants or belong to third parties. Participants are required to protect their registration data to prevent third parties from accessing their account.

(6) In order to speed up the registration process, the Participant may choose to have their registration data automatically retrieved from their active Facebook, Google or AppleID account. In such event, the Participant's personal data will be transferred to and subject to Facebook Inc.'s, Google LLC or Apple Inc. respective privacy policies.

(7) The One-time password (OTP) is automatically generated and sent to the email address specified in the registration or to the email address used for the Facebook and Google registration, and such confirmation is not required for registration with Apple and it is confirmed via the functions of the mobile device. The OTP expire within 30 minutes of sending. Until the expiry of the 7-day period from the form submission, the interested person can request the sending of a new OTP (however, no more 20 times) based on the completed registration form, and the validity of the new OTP expires within 30 minutes from sending. If the interested party wishes to complete the registration process after the expiration of the above period of 7 days, he/she must fill in the registration form again and confirm the registration using another sent OTP in a new email.

(8) Registrations that have not been confirmed by sent OTP before the deadline under Art. 6, para. (7) and are not completed and are stored by the Organizer for the period specified in Art. 6, para. (7). Until the expiration of the deadlines specified in Art. 6, para. (7), the email address

used may not be used for a new separate registration. Upon completion of the registration process, an already registered email address cannot be used for a new registration of a new account, as long as the data for the registered account continues to be processed and stored in accordance with this Regulation, the Terms of Use of the OMV MyStation App or the Privacy Policy.

(9) For the period specified in Art. 6, para. (7), unregistered users of the App can only use the services as unregistered users. However, unregistered users will not have access to a user profile or the other functions in the OMV My Station App related to registered profiles, and will not be able to use their OMV My Station Card.

(10) Each person is be able to register in the OMV My Station program with only one Participant profile (using one email address), based on the initial registration in the loyalty program.

(11) After submitting the completed registration form and successfully completing the registration process, i.e. after confirming via OTP provided to the registered e-mail, a profile of the Participant is detected, based on which a unique virtual loyalty card is created, which is provided to the Participant and activated after confirming the activation link in the verification e-mail. The Participant can start using their profile and the associated OMV My Station Card (as well as the registered physical plastic card, if any) and can take advantage of the benefits of the OMV My Station Program immediately after completing the registration process.

(12) The Profile OMV MyStation is the individual profile of the Participant in the Program, in which transactions carried out at OMV Retail Outlets are registered, when the Participant presents the digital OMV MyStation Card, as the Participant shall be able to obtain information in the OMV Mystation App only about the following: date of location of the transaction made (without the value of the transaction and the specific products and services purchased), OMV MyStation Points accumulated and used, digital stickers and coupons received and used.

(13) The OMV MyStation Profile provides access to the digital OMV MyStation Card, various features and benefits in the Program, and also displays the accumulated and used OMV MyStation Points.

(14) Participants can only access their OMV MyStation Profile through the OMV MyStation App.

(15) Access to OMV My Station is done using a username and password, and in certain cases via additional OTP, which is provided to the registered email. The Participant must keep confidential their OMV My Station access credentials. The Participant may not allow third parties to use his/her OMV My Station account. If the Participant fails to fulfil this obligation, he/she/she shall be liable for all damages incurred by the Organizer or third parties in connection with the use of his/her OMV My Station account by third parties.

(16) Participation in the Program is conditional upon the acceptance of the Regulation and Terms of Use of OMV MyStation App, and is related to the processing of personal data, therefore without express consent and familiarization with the Regulation and Terms of Use of OMV MyStation App, and Privacy Policy for the processing of personal data within the Loyalty Program OMV My Station, the registration process cannot be completed successfully.

(17) Consents and statements provided for in the Regulation are considered to be validly made if they are made in the form of e-mail messages, and/or pressing a button, and/or ticking a box, as long as the statement is technically recorded in a way that makes it possible to be reproduced. The parties agree in their relations that the ordinary electronic signature has the effect of a handwritten signature and that the parties are bound by the electronic declarations of will made.

#### **Art. 7 Program Participant Card**

(1) The OMV MyStation Card is in digital form and is issued and provided free of charge in the OMV MyStation App and is non-transferable. All registered Participants receive a digital OMV MyStation Card with unique number at the time of their successful registration.

(2) At Participant's choice, a physical plastic card can also be used, if it issued by the Organizer under other of its loyalty programs (such as Save&Drive, including one already registered old one under the terminated Save&Drive application within the existing loyalty program of OMV

"Save&Drive"). Plastic cards and digital cards from the Organizer's partner loyalty programs, which are not issued by the Organizer, cannot be registered in the OMV MyStation App and in the Program under applicable terms and conditions of the partner program. For the purposes of the Program, the physical plastic card registered in the Participant's profile in the OMV MyStation App (such as Save&Drive or other issued by OMV) is equivalent to the digital OMV MyStation Card, and the use of each of them gives identical advantages, if they are registered in the same Participant profile. The registered plastic card and the digital OMV MyStation Card provide the same opportunities. If a plastic card was entered upon registering the user profile in the OMV MyStation App, the plastic card can be used even before confirming via OTP provided to the registered email, however, it will not be considered active. If used only OMV MyStation Points can be accumulated as in this case, however, until confirmation via OTP provided to the registered email, the complete benefits of the Program cannot be used. The plastic card can be added to the user profile either during the registration process or at a later stage - through the customer service service by calling 0800 12 800. The barcode of the plastic card is not displayed in the profile. The plastic card number can be checked in the initial email after registration and account verification or by calling customer service on 0800 12 800. If the plastic card number in the email does not match the one on the plastic card, the Participant should notify the Organizer about this by using the customer service by calling 0800 12 800. Until the number of the plastic card is corrected in the manner specified in the preceding sentence, the plastic card could not be used in conjunction with the Participant's profile in the OMV MyStation App. The number of the Save&Drive plastic card is usually different from the number of the digital OMV MyStation Card. Digital OMV MyStation Cards cannot be issued in card-plastic format.

(3) A broken, stolen or lost plastic card can neither be reissued with the same barcode, nor replaced with a new one. In the event that the plastic card is lost or stolen, the Participant must notify the Organizer immediately. The plastic card declared lost or stolen is blocked within 2 (two) days, starting from the date on which the message was received by the Organizer. Employees of OMV Retail Outlets have the right to retain such a card that has been declared lost or stolen and that has been presented to them by a third party.

(4) One Participant can have only one digital OMV MyStation Card and one plastic card issued by OMV and registered in the same profile in the OMV MyStation App. In the event that the Organizer starts issuing OMV MyStation plastic cards, the regulations regarding the plastic card will be applied accordingly to the physical OMV MyStation plastic cards.

(5) In order to take advantage of the advantages of the Program and to accumulate OMV MyStation Points, when making a purchase the Participant must present his/her digital OMV MyStation Loyalty Card in the App, regardless of whether it was requested by an employee (and in any case before printing of the fiscal receipt) so that the employee can scan the digital OMV My Station card.

(6) The OMV MyStation Card is not a payment or bank card or means of payment.

(7) The Organizer has the right to decline and/or block at any time the digital OMV MyStation Card, which is suspected to have been used for fraud, misuse or for transactions in violation of the Regulation or Terms of Use of the OMV MyStation App. The Organizer undertakes to give appropriate instructions and/or take the necessary actions in such cases.

#### **Art. 8 OMV MyStation Points: Value, Earning, Accumulation and Use.**

(1) OMV MyStation Points can be earned when purchasing selected products/services from OMV Retail Outlets, provided that the Participant presents the digital OMV MyStation Card before payment for the products/services.

(2) The nominal value of 100 OMV MyStation points is 0,51 € (BGN 1).

(3) The Organizer has the right to change the value, number, and validity of OMV MyStation Points received. If the change is in detriment of the Participants, the Program Participants are informed at least 14 days in advance through the communication channels specified in Art. 1, para. (6). In the event of such a change with respect to OMV MyStation Points, such change shall only apply going forward, after the effective date of the change, and shall not apply to OMV MyStation Points and benefits already accumulated.

(4) After registration in OMV MyStation, each Participant receives certain number of OMV MyStation Points determined at the relevant time at the discretion of the Organizer, as a symbolic gift for joining the OMV Loyalty Program

(5) The products/services eligible for receiving OMV MyStation Points, selected and announced by the Organizer at various stages of the Program, may be:

- OMV fuels, both high class fuels and standard fuels;
- Liquefied petroleum gas (LPG);
- Compressed natural gas (LPG);
- Pump AdBlue;
- products from the motor oils/lubricants/Ad Blue category with the OMV brand;
- products from the category of liquids and solutions for the windshield with the OMV brand;
- selected categories of products sold in the stores of OMV Retail Outlets and in VIVA restaurants;
- car wash (paid at the cash desk in the OMV Retail Outlets);
- other announced products or services.

(6) The OMV MyStation Points that the Participant can receive are generated as follows:

<b>Number of OMV MyStation Points</b>	<b>For eligible products/services purchased within the Program</b>
2* OMV MyStation Points	for each litter of <b>high-grade OMV fuel</b> (OMV MaxxMotion 100plus, OMV MaxxMotion Diesel, OMV MaxxMotion 95)
1* OMV MyStation Point	for each liter of <b>standard OMV fuel</b> (OMV Diesel, OMV Super 95)
1* OMV MyStation Point	for each liter of <b>OMV brand Ad Blue</b> from a dispenser

1* OMV MyStation Point	for every 1,00€ (BGN 1,96) spent in <b>the motor oils/lubricants/Ad Blue category with the OMV brand</b>
1* OMV MyStation Point	for every 1,00€ (BGN 1,96) spent in the <b>OMV brand windshield liquids and solutions category</b>
1* OMV MyStation Point	for every 1,00€ (BGN 1,96) spent in <b>food and beverage category from OMV Retail Outletsshop</b>
1* OMV MyStation Point	for every 1,00€ (BGN 1,96) spent in <b>the category of auto accessories at the OMV Retail Outletsshop</b>
1* OMV MyStation Point	for every 1,00€ (BGN 1,96) spent on <b>Top Wash programs and car wash services only (when paying at the cash register only)</b>
1* OMV MyStation Point	for every 1,00€ (BGN 1,96) spent in food and beverage categories at <b>VIVA restaurants at OMV Retail Outlets</b>
Other	The Organizer has the right to award additional points at its discretion on certain occasions, such as when a Participant makes his first transaction under the Program, once a year - on the Participant's birthday, or if a Participant successfully invites another new Participant, and others, and in any case the exact number of points for these special occasions, applicable at the given moment, are announced by the Organizer through the OMV MyStation App.

\*The Organizer reserves the right to change the specified number of OMV MyStation Points, and the current number of points is indicated and announced in the OMV MyStation App.

(7) Not all products and services that are sold at OMV Retail Outlets and purchased by Participants meet the conditions for accumulating OMV MyStation Points.

(8) The following products and services are excluded and do NOT accumulate OMV MyStation Points in the Program:

- tobacco and tobacco products, such as cigarettes and cigars, electronic hookhas;
- electricity charging services;
- Bulgarian vignettes (fees for using the Bulgarian national road network) and
- road tolls, route maps, payments under toll contracts for automatic tolling with prepaid balance and toll compensatory fees;
- other taxes, fees, duties and fines

- money transfers;
- payments related to utility bills and payments;
- payment of driver liability insurance (compulsory "Civil Liability" insurance for motor vehicles);
- payments to and through payment institutions;
- lottery tickets and the like;
- courier services and payments for eMag, Ekontomati;
- purchase of UBA cards;
- purchase of event tickets;
- purchase of gas bottles;
- books, toys, cosmetics, fuel vouchers, newspapers and magazines, CDs and party accessories, cards and gift bags, batteries, BG souvenirs, flowers, pet products, travel products and other non-food products, various types of vouchers for experiences or services;
- promotional products that can be purchased with a discount and/or discount through stickers and coupons within the Program;
- motor oils of a brand different from OMV;
- all services and non-food products that, at the time of the transaction, are NOT explicitly listed in the previous para. (6) above or for which it is not explicitly stated and announced in the OMV MyStation App and/or on [www.omv.bg](http://www.omv.bg) that they carry OMV MyStation Points.

(9) OMV MyStation Points can only be used at OMV Retail Outlets via the the OMV MyStation App and/or within the App itself when purchasing selected products and/or services and/or

discounts for them, as indicated and announced in the OMV MyStation App.

(10) Accumulated OMV MyStation Points can be used to purchase goods and/or services provided at OMV Retail Outlets, according to the list of selected products and/or services, and payment can be made entirely with points and/or for receiving discounts. The complete list of products and services for the purchase of which bonus points can be used is available in the OMV MyStation App.

(11) OMV MyStation Points are accumulated and spent transparently in the Participant's Profile, and the Participant can see the information both on each receipt for purchases made using the digital OMV MyStation card and in the OMV MyStation App.

(12) At any moment, the following information can be obtained from the OMV MyStation App:

- the number of accumulated OMV MyStation Points;
- the number of points used or received OMV MyStation Points for each individual transaction (number received (with a + sign)/points used (with a - sign), date and location of the transaction (without information about the value of the specific transaction and the goods and services purchased));
- the number of available OMV MyStation Points that can be used (accepted) in the future.

(13) The following information is indicated in the fiscal receipt:

- the value of the products and services purchased by the Participant;
- the value of price discounts;
- received/used OMV MyStation Points for the transaction;
- current balance of OMV MyStation Points in the profile after the transaction (available OMV MyStation Points).

(14) OMV MyStation Points are received by the Participant only after presenting the digital OMV

MyStation Card, making a payment and issuing a fiscal receipt. In view of this, OMV MyStation Points obtained as a result of a transaction can only be used at a later point in time - for other purchases, and never for the purchase within in which they were obtained and accumulated.

(15) For payments made entirely using OMV MyStation Points, the points used do not carry any additional points for the transaction. When paying partly with OMV MyStation Points and partly with cash and/or bank card, OMV MyStation Points are only awarded for the part paid in cash and/or bank card.

(16) Within the Program, partial (after the decimal point) points are not accepted and calculated, neither when accumulated, nor when used. For example, if a transaction of 1,00€ (BGN 1,96) awards 1 point, a transaction of 4,60€ (BGN 9) from one product category (described in Art. 8 (6)) carries 4 points.

(17) The Participant must have the full necessary set of points in accordance with the announced conditions of the offer or the proposal, in order to receive the respective discount. If, prior to the transaction, the Participant does not have sufficient available OMV MyStation Points to receive a particular discount for the entire quantity of goods/services purchased within a given transaction, no discount shall be charged (for example, if the Participant has 20 OMV MyStation points available in his account before his/her transaction and wants to take advantage of a discount for each litre of fuel purchased for 1 OMV MyStation point per litre, then if he/she filled more than 20 litre of fuel, the discount will not be charged and received by the Participant, and no points will be taken from their account for this transaction).

(18) During a transaction, points are accumulated by separate product categories (as provided under Art. 8 (6)) above), and are rounded down to the second digit (regardless of whether they are accumulated on based on litre purchased or amount spent) after the decimal point.

*Example # 1: For example, when buying OMV fuels and products from Viva restaurants at the same time, the points are calculated and rounded down separately in respect of purchased OMV fuels and in terms of products from Viva restaurants. If, for example, 1 point is awarded for a litre of OMV high-grade fuel and 1 point for every 1,00€ (BGN 1,96) paid for*

*products from a Viva restaurant, when 30.97 liters of OMV fuel and 4,86€ (BGN 9,50) products are purchased at an OMV Retail Outlet Viva restaurant by a Participant in the Program, this would accumulate 34 points - 30 points for the category of purchased OMV OMV fuel and 4 points for the category of products from the Viva restaurant.*

*Example No. 2: in case of simultaneous purchase of food and beverages from OMV Retail Outlets stores and food and beverages from VIVA restaurants of OMV Retail Outlets, points are calculated and rounded down separately in relation to purchased food and beverages from OMV Retail Outlet stores and food and drinks from the VIVA restaurants of OMV Retail Outlets. If, for example, 1 point is provided for every 1,00€ (BGN 1,96) paid for food and drinks from OMV Retail Outlets stores and 1 point for every 1,00€ (BGN 1,96) paid for products from the Viva restaurant, for food and drinks purchased from OMV Retail Outlets stores for 11,23€ (BGN 21.97) and at the same time products from the Viva restaurant worth 5,88€ (BGN 11.50) by a Participant in the Program using an OMV MyStation Card would carry 16 points - 11 points for the category of food and drinks from an OMV Retail Outlet store and 5 points for the category of products from the Viva restaurant .*

(19) In the entire network of OMV Retail Outlets, the Participant is entitled to a maximum of 5 purchases per calendar day using the OMV MyStation Card, and no points are accumulated as points cannot be used for subsequent transactions in this period.

(20) OMV MyStation Points are valid only within the Program in the network of OMV Retail Outlets of the Organizer in the Republic of Bulgaria and cannot be used outside of it or in another country, unless special offers expressly provide such an opportunity.

(21) OMV MyStation Points used by a Participant to purchase products and/or services are deducted from his/her account upon completion of the transaction.

(22) In the event that a product or service turns out not to comply with the agreement:

(i) if OMV MyStation Points have been accumulated during the purchase:

a) accumulated points are not lost, if the Participant requests and the Organizer carries

out or replaces the product as lawful corrective measures, without termination of the contract;

b) accumulated points are lost, if the Participant wishes to cancel the contract and terminate it, in which case the price paid is fully refunded and the accumulated points from the original purchase are cancelled at the Organizer's discretion.

(ii) if the purchase is made using OMV MyStation Points:

a) if the product is repaired or replaced, the used OMV MyStation Points are not restored to the Participant's account.

b) if the contract is cancelled and the product is returned, the used OMV MyStation Points are restored in the Participant's profile, restoration is carried out only by sending a notification accompanied by documents about the transaction to email: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com).

c) in case of a partial price discount, OMV MyStation Points are refunded proportionally. Points are redeemed only by sending a notification accompanied by transaction documents to email: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com).

(iii) in the case of a partial price discount:

a) amounts paid shall be refunded in proportion to the discount granted as a corrective measure. If the amount is insufficient, the difference is refunded in points only by sending a notification accompanied by documents about the transaction to email: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com);

b) if the product is paid for entirely with points, the points used are refunded in proportion to the discount granted as a corrective action, only by sending a notification accompanied by transaction documents to email: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com).

(23) The Organizer rectifies any transaction containing errors in the Program Participant's

profile, in respect of which it has been notified by the Participant or which it has independently established, by adjusting the number of points accumulated in/deducted from the Participant's profile.

(24) The validity period of OMV MyStation Points received by 31.12.2025 shall be 2 years from the date of receipt, as to all points received after 01.01.2026 (inclusive), the validity period shall be 1 year from the date of receipt. Upon utilization or expiration of the validity period of the points, they are deducted in order starting from the oldest accumulated points to the more recently accumulated points.

(25) Expired OMV MyStation Points are forfeited by being automatically deleted from the account. They are non-refundable and the Participant cannot request that they be exchanged for cash, vouchers or other material compensation either before or after their expiry date. Nevertheless, if a Participant's points expire during a period in which the operation of the OMV MyStation App is suspended, the validity period of the OMV MyStation Points is extended accordingly by the duration of the period of suspension, if it is longer than 48 hours, so that the Participant has the opportunity to use them, if he/she/they likes to do so.

(26) The announced promotions are valid for the products/services only for the specified period of time (which may be temporary or permanent) and/or while stocks last.

(27) The Organizer also provides the Participants the opportunity of to support projects, causes and initiatives for social responsibility their choice from among those proposed by the Organizer by transferring or donating OMV MyStation Points in their favour. The Participant is entitled to donate or transfer his/her accumulated OMV MyStation Points depending on the project, cause or initiative, and the relevant applicable restrictions and conditions announced by the Organizer.

#### **Art. 9 Discounts, special offers, offers, promotions and campaigns**

(1) The OMV MyStation Card entitles the Participant to use discounts that are announced by the Organizer as applicable within a given campaign from the Program at the time of purchase. The

specific discounts that the Participant can use at the time of purchase, within a given program campaign, as well as the conditions for their use, will be announced by the Organizer in the OMV App MyStation. In addition to the mobile OMV MyStation App, OMV can inform the Participants about the conditions of each individual campaign using the approved by them (upon registration and thereafter) channels for communication.

(2) The discounts will be provided as a deduction from the price of one full litre of fuel on the day of purchase (including VAT) or as a deduction from the price of a certain product offered at the OMV Retail Outlets and VIVA sites to them and are deducted from the total due amount for all purchased fuel, respectively, from the amount due for the goods, which is reflected in the fiscal receipt.

(3) The OMV MyStation card entitles the Participant to participate in other types of promotions, special offers and proposals, and marketing campaigns within the Program, as the terms and conditions for participation in each of them will be announced by the Organizer in the OMV MyStation App and/or to the e-mail and/or mobile phone specified in the profile of each Participant.

(4) Special offers may be sent to all Participants, groups of Participants, individually to a given Participant or in connection with a particular OMV Retail Outlet. In order to receive personalized commercial/marketing messages or to process location data, the Participant must provide the following data:

a) surname, first name (mandatory)

b) contact details (e-mail (required) and, telephone (required), fax) (required),

c) location data for receipt of targeted notifications (in accordance with the "Active" status of the App installation on the phone and the consent to receive such direct marketing messages and/or notifications and/or promotions)

d) data on the purchase history of the Participants (Products, paid amount, quantity, products, place and date of purchase, type of payment, payment card) (only if profiling

consent is provided).

(5) With the consent of the Participant, the Organizer may prepare special personalized offers that meet his/her potential needs or expectations. Special offers may be customized according to the information provided by the Participant and stored by the Organizer, and are specifically designed with the following in mind:

- a) history of purchases, in particular the type and quantity of products purchased, etc.;
- b) way of using the OMV My Station App, in particular the offers and functions that are preferred by the Participant;
- c) information related to the Participant's location and travel, in particular visits to OMV Retail Outlets.
- d) other personal data provided by the Participant.

(6) Participants can also receive digital stickers and coupons for specific special offers and proposals, which are upon their use and/or expiry are extinguished and moved to Used section in the App. All stickers and coupons are given under certain mechanics (conditions), in which the validity period, conditions for receipt and use are defined. They can only be used through the OMV MyStation App. The Organizer reserves the right to issue paper stickers, coupons and vouchers for specific campaigns, the receipt and use of which is carried out under conditions announced in advance by the Organizer.

(7) The validity period and terms of use of each sticker or coupon will be available in the OMV MyStation App.

(8) In the absence of any provisions to the contrary in the special conditions of the offer, single offers cannot be combined with other coupons/stickers or discounts.

(9) Only special offers, offers and promotions announced and visible in the App at the time of purchase are valid. The Organizer reserves the right at any time to change and amend the special offers, proposals and promotions, as well as the amount, type and method of accrual of

the discounts provided, by announcing this in an appropriate manner in accordance with this Regulation.

(10) The goods and services offered by the Organizer, which can be purchased in full or at a discount for OMV MyStation points, through stickers or coupons, have a certain availability at any time, and the Participants can receive them until their quantities are exhausted or available at OMV Outlets.

(11) Participants can take advantage of, subject to pre-announced conditions, special offers for products and services offered by the Organizer's commercial partners by using their OMV MyStation card at these commercial partners, or by using a special discount code obtained in the OMV MyStation App, or by using OMV MyStation points to purchase discount coupons at these Organizer's commercial partners.

(12) Participants have the right to participate through the OMV MyStation App in games and raffles organized by the Organizer specifically for the Program Participants, according to the previously announced conditions and deadlines for each individual case.

(13) Participants have the right to participate through the OMV MyStation App in surveys and surveys organized by the Organizer, according to the previously announced conditions and deadlines for each individual case.

#### **Art. 10 OMV MyStation levels "Basic", "Gold", "Platinum"**

(1) Upon registration in the Program, all Participants join the "Basic" level.

(2) A Participant who has accumulated 1500 points within no more than one year (12 consecutive months) of his/her registration in the Program is transferred from the Basic level to the "Gold" level - higher than the Basic level. In this way, the Participant gains access to promotions exclusively for the Gold level, but also retains access to the offers available to the Basic level.

(3) A Participant who has accumulated 5000 points after achieving Gold Level within a

maximum of one year from his/her registration in the Program reaches the highest level of the Loyalty Program - the "Platinum" level. The Platinum level is only reached by starting at the Basic level and progressing through the Gold level. In this way, the Participant gains access to the promotions intended for the exclusive Platinum segment, while retaining access to the offers available to the Basic and Gold tiers.

(4) In order to keep the higher level "Gold", respectively to keep the exclusive level "Platinum", the Participant must accumulate at least 1200 points in the next no more than 12 consecutive months, from the moment he/she gained access to the level Gold, respectively 4000 points for the same retention period at the Platinum level.

(5) In this way, the Participant who has reached the Gold level by accumulating 1,500 points in one year, but has not managed to accumulate at least 1,200 points in the following 12 consecutive months after entering Gold Level, returns to the Basic level and loses access to the promotions of the high level "Gold".

(6) A Participant who has reached the Platinum level by accumulating 5,000 points in one year, but fails to accumulate at least 4,000 points in the following 12 consecutive months after achieving Platinum Level, returns to the Gold level and loses access to the exclusive Platinum level promotions, while retaining access to Basic Tier and Gold Tier specific promotions.

(7) Participant who has returned to the Gold level according to the mechanism specified in para. (6), may lose access to this level if he/she fails to accumulate at least 1,200 points within no more than 12 consecutive months from the time of returning to Gold level.

(8) A Participant who has returned from the Gold level to the Basic level because he/she failed to accumulate at least 1200 points according to para. (5), may:

- regain access to the Gold level if he/she accumulates 1500 points within a maximum of 12 consecutive months of returning to the Basic level;
- reach the exclusive Platinum level if he/she accumulates 5,000 points within 12 consecutive months.

- A Participant who has returned from the "Platinum" level to the "Gold" level because he/she failed to accumulate at least 4000 points according to para. (6), can regain access to the Platinum level if they accumulate 5,000 points within a maximum of 12 consecutive months of returning to the Gold level.

(9) The mechanism described in this article is applied multiple times and may be changed by the Organizer.

#### **Art. 11 OMV MyStation Points obtained in violation of the Regulation**

(1) The Organizer considers that the following actions shall be deemed to be carried out in violation of the Regulation:

- Buying and/or selling and/or trading, including attempting to trade, OMV MyStation Points for cash or other material benefits;
- wrongly or incorrectly completed registration form in the Program;
- filling in a registration form for the Program that was not created and allowed by the Organizer;
- using an OMV MyStation Card or a plastic card registered in the Program (such as Save&Drive) belonging to another Participant in the Program;
- systematic use by a Participant of OMV MyStation Card or plastic card registered in the Program (such as Save&Drive) for third-party transactions.
- systematic misuse by creating new profiles in the Program.

(2) In the above cases, the Organizer has the right to cancel the corresponding card used and permanently exclude the cardholder from the Program.

(3) The Organizer reserves the right to keep the personal data of the holder of a card previously declared lost/stolen as a result of loss/theft of a mobile phone/tablet for a period of 24 months as it is deleted, erased after an additional period of 36 months and completely anonymized

after the expiry of 1 additional month. The Organizer has the right to cancel such card and permanently prohibit participation in the Program of such cardholder from the same moment.

(4) In the event of establishing the use of points obtained in a manner inconsistent with this Regulation, the Organizer has the right to file legal claims against the relevant cardholder or user.

#### **Art. 12 Complaints Procedure. Customer service and messaging.**

(1) The Organizer's customer service is available to Program Participants at 0800 12 800 or at [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com) for information about the operation of the Program, the conditions for using the card and OMV MyStation Points, the benefits within the Program, complaints about blocking the Program and the digital OMV MyStation Card for various reasons (loss, theft, etc.). In order to comply with the General Data Protection Regulation (GDPR), the customer service department has the right to request information necessary to identify the Participant.

(2) At the beginning of the telephone conversation, the Participant is informed that it is necessary to consent to the telephone conversation being recorded.

(3) Each Participant has the right to submit a complaint/proposal for the Program to the following email address: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com) or at 080012800.

(4) After identifying the Participant, in case he/she declares that the mobile phone or tablet on which the OMV MyStation App is installed has been stolen or lost, the customer service department has the right to immediately block the Participant's Profile and OMV MyStation Card by providing instructions on how to quickly resolve the situation and return the Participant to the Program.

(5) For the purposes of the program, the Organizer sends messages and announcements to the Participants through the OMV website: [www.omv.bg](http://www.omv.bg), through the OMV MyStation App, or at OMV Retail Outlets. Each Participant informs itself of these messages and announcements regarding the program by regularly checking the indicated sources of information.

(6) In case of changes to the Regulation, the Terms of Use of the OMV MyStation App or the Personal Data Protection Policy, the Organizer sends an e-mail message to each Participant to the e-mail address with which the Participant registered in the program.

(7) In addition to and regardless of the other messages, the Organizer may send to each or some of the Participants messages for direct marketing and/or on another topic by e-mail and/or mobile phone, using the contact details provided by the relevant Participants and complying with the applicable restrictions and other requirements of the law.

(8) The Organizer will send direct marketing messages to a Participant only if he/she has consented to receive such messages in his/her profile in the OMV MyStation App. If a Participant has not consented to receiving direct marketing messages in their OMV MyStation App account or has withdrawn consent already given, the Organizer will not send direct marketing messages and/or personal messages by email and/or mobile phone to that Participant.

(9) A participant may opt out of receiving direct marketing communications and other information about the program at any time.

(10) In the event of a specific inquiry or message from a Participant, OMV responds with an e-mail message to the Participant, using the Participant's email address through which he/she registered in the OMV MyStation Program.

### **Art. 13 Deactivation and termination of registration in the OMV MyStation Program**

(1) The Participant has the right to withdraw from the Program free of charge at any time using the OMV MyStation App, through the "**Delete Profile**" function, which deactivates the registration in the OMV MyStation program. Each Participant may withdraw from the Program by sending a notification to e-mail [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com). Upon deactivation, membership in the Program, profile and digital OMV MyStation Card are cancelled (including the ability to use coupons, OMV MyStation Points or other benefits accumulated through the digital OMV MyStation Card) automatically from the date of cancellation of registration. The account

cannot be recovered after confirming the deletion link sent to the registered email.

(2) Withdrawal from the Program includes a waiver with immediate effect of all benefits received therein.

(3) A Participant who wishes to withdraw from the Program understands and agrees that his/her request will result in the blocking of the digital OMV MyStation Card and the loss of the unused accumulated OMV MyStation Points and benefits in his/her account. If the Participant subsequently changes his/her mind, he/she must re-register in the Program by following the steps outlined in the OMV MyStation App. The Organizer is not obliged to keep the history of OMV MyStation Points and benefits for such Participants, encouraging them to use them before withdrawing from the Program, as they cannot be exchanged for money or restored to a new Participant account.

(4) The Organizer also has the right to deactivate the User's Profile in the following cases (including but not limited to):

a) The Participant has not used the App for more than twenty-four (24) months (as absence of use is considered the absence of transactions with the use of the digital OMV MyStation card or the registered plastic card, as well as the absence of transactions in the OMV MyStation App (such as sending an invitation to a friend, donating OMV MyStation points to certain causes, etc.)) The participant has the opportunity to resume his/her profile in the OMV MyStation Application after calling 0800 12 800 within a period of 36 months from the date of deactivation under this point, after which he/she loses the opportunity to resume the account;

b) the information entered by the Participant during registration is entered clearly or intentionally inaccurately;

c) The Participant is in violation of his/her obligations according to the Regulation and Terms of Use of the OMV MyStation App; or

d) in cases of attempted fraud and/or misuse.

(5) The Organizer does not provide Participants with compensation for the acquired benefits (such as accumulated OMV MyStation Points, stickers, coupons, unused special offers and offers and the like, acquired as a result of participation in the Program and use of the OMV MyStation App), which users may would lose upon deactivation of registration in the OMV MyStation App and withdrawal from the Program, or deletion of the OMV My Station App from a device. Such appropriate compensation is provided only in cases of refusal due to disagreement with amendment to the applicable Regulation and/or Terms or Conditions of Use of the OMV MyStation App or other reasons provided by the the law as this is outlined in detail in art. 4, para. (7) above.

#### **Art. 14 Protection of personal data**

(1) With this Regulation, the Organizer undertakes to comply with the provisions of the Bulgarian Personal Data Protection Act (PPA) and Regulation (EU) 2016/679 of the European Parliament and of the Council for the Protection of Individuals in the processing of personal data and for the free movement of this data and for the repeal of Directive 95/46/EC.

(2) More details related to the processing of personal data can be found in the Policy for the processing of personal data within the Loyalty Program OMV My Station, available at [www.omv.bg](http://www.omv.bg), and the General Policy for the Processing of Personal Data ( Data Privacy Policy), available at: <https://www.omv.bg/bg/imprint-and-pravna-informacia>, as well as in the OMV MyStation App.

#### **Art. 15 Force majeure**

(1) Force majeure means any insurmountable and unpreventable event and/or circumstances that cannot be foreseen, controlled or rectified by the party that invokes them, including the inability of the Organizer to fulfil its obligations under the Regulation for the Program, by independent of its will causes and the occurrence of which prevents, delays or makes impossible the fulfilment of these obligations. Unilateral decisions of an authority to impose measures with effect on the implementation of the Program in one, several or all OMV Retail

Outlets are considered force majeure circumstances.

(2) The Program may be suspended or terminated prematurely in the event of a force majeure event, including in the event of the Organizer's inability, for reasons beyond its control, to ensure the smooth running of the Program, such as e.g. premature, unforeseeable and unexpected depletion of stocks of eligible products in one, several or all OMV Retail Outlets.

(3) Suspension of the Program or its premature termination shall be reflected in an amendment of the official Regulation. The decision to suspend or terminate is communicated in advance to the Participants through the App, being announced at the OMV Retail Outlets and/or at [www.omv.bg](http://www.omv.bg) on the Internet.

(4) Force majeure or situations equivalent to it exempt the party, who invokes it from liability.

#### **Art. 16 Disputes**

All disputes arising between the Organizer and the Participants, regarding a certain aspect related to the operation of the Program, are settled by mutual agreement or through mediation, and if this is not possible, the disputes are resolved by the competent Bulgarian courts. The applicable law is Bulgarian law.

#### **Art. 17 Final Provisions**

(1) The Official Regulation are available free of charge in the OMV MyStation App, as well as at [www.omv.bg](http://www.omv.bg) on the Internet.

(2) These rules are supplemented by Terms of Use of the OMV MyStation App, available both in the OMV MyStation App and/or on the website [www.omv.bg](http://www.omv.bg).

(3) Participation in the OMV MyStation Loyalty Program also includes an obligation for all Participants to familiarize themselves with this Regulation, accept them and comply with their provisions.

(4) The Organizer reserves the right to suspend the rights and benefits of a Participant who does

not comply with the terms of this Regulation without owing additional compensation or payment.

(5) The invalidity of any of the provisions of this Regulation does not lead to the invalidity of the remaining provisions or of the Regulation in their entirety, as they will continue to have a binding effect on the parties to them with the exception of the invalid provision.

(6) For additional information, questions and comments regarding the OMV MyStation Loyalty Program, you can contact e-mail: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com).

**TERMS OF USE OF OMV MYSTATION APP**  
**WITHIN THE LOYALTY PROGRAM OMV MYSTATION**

effective from 25 January 2023

(amended on 29 June 2026, in force as of 13 July 2026)

**1. General provisions**

1.1. These Terms of Use of OMV MyStation App within the OMV MyStation Loyalty Program ("**Terms of Use**") define the terms of use of the OMV MyStation mobile application ("**OMV MyStation App**") through which users are able to access, register and participate in the OMV MyStation loyalty program ("**OMV MyStation Program**"), organized by "OMV Bulgaria" OOD, with registered seat and address at: 2 Donka Ushlinova Str., Vitosha District, Residential District Malinova Dolina, Garitage Park, Office Building 4, floor + 1, Room 411, Sofia 1766, register with the Commercial Register and Register of Non-Profit Legal Entities at the Registry Agency under Uniform Identification Number: 121759222 (the "**Organizer**" or "**OMV**"). The program is intended for the loyal customers of OMV filling station stations in the Republic of Bulgaria and is the property of the Organizer, being specially developed to enable the Users (as defined in point 2.1 below) to enjoy the various benefits and special opportunities, offers and proposals related to the Program.

1.2. These Terms of Use are supplemented by the Official Regulation of the OMV MyStation Loyalty Program, all of which are available on the OMV MyStation App and at the website [www.omv.bg](http://www.omv.bg). Before using the OMV MyStation App for the first time, each user must read and accept these Terms of Use.

1.3. The Organizer reserves the right to amend the Terms of Use, suspend or terminate the OMV MyStation App and/or the OMV MyStation Program at any time without being liable for any damages to the Users, with the exception of certain special cases provided in the Official Regulation of the OMV MyStation Loyalty Program, where the Organizer provides compensation. The Organizer notifies the Users of the entry into force of the amended or the new Terms of Use. All such amendments to the Terms of Use enter into force on the date specified therein and are announced in the OMV MyStation App and on the website [www.omv.bg](http://www.omv.bg).

1.4. Participation in the OMV MyStation Program is voluntary and is not a precondition for using the OMV MyStation App. Users who have registered in the OMV MyStation App, accepted the

Official Rules of the OMV MyStation Loyalty Program and become participants in the OMV MyStation Program have access to the special benefits associated with the OMV MyStation Program, such as earning, accumulating and using OMV MyStation points, receiving special offers and discounts from the Organizer, as well as information and offers and discounts customized according to the Participant's needs, age, gender or purchase history, including marketing materials related to the participation in the OMV MyStation Program.

1.5. The creation of the Participant profile in the OMV MyStation App together with the activation of the OMV MyStation Card is free of charge and is a proof of registration in the OMV MyStation Program. Users who are participants in the existing Save&Drive program have the opportunity to register their Save&Drive plastic cards in the new OMV MyStation App, as this is outlined in detail in the Official Regulation of the OMV MyStation Loyalty Program. Plastic cards and digital cards from the Organizer's partner loyalty programs, which are not issued by the Organizer, cannot be registered in the OMV MyStation Application and in the Program, as the relevant conditions of the partner program are applicable.

1.6. The OMV MyStation App can be used by Users without creating an account, without registering in the OMV MyStation Program and without using an OMV MyStation digital card, in which case Users can use the OMV MyStation App with limited functions and receive limited information related to OMV Retail Outlets and the products and services offered.

## **2. Use of the Application**

2.1. The Application is primarily intended for all natural persons who have accepted the Official Rules of the OMV MyStation Loyalty Program and the Terms of Use, available in the OMV MyStation App and at [www.omv.bg](http://www.omv.bg), meet the registration conditions, including being of age of 18, at the latest on the date of registration in the OMV MyStation Program, as well as for representatives of legal entities or self-employed persons who are participants in the OMV MyStation Program and who wish to use the discounts and benefits provided to the Participants in the OMV MyStation Program, and, to a lesser extent, it is intended for other individuals, who do not participate in the OMV MyStation Program (all of whom are referred to as "**Users**").

2.2. After downloading and installing the App, the User must register and create their own account to use OMV MyStation App, unless the User wishes to use only the features available to non-registered Users.

2.3. The App's features include, in particular, the ability for OMV MyStation Program Participants to view their OMV MyStation profile, use the digital OMV MyStation Card, to use OMV MyStation

Points and take advantage of the benefits, special offers and proposals that are available in the OMV MyStation Program. The use of the App is entirely voluntary and free of charge. The OMV MyStation App cannot be used for commercial purposes.

2.4. When using the OMV MyStation App, the Users are responsible for their own devices and computer systems that they used to access, as well as the settings of their devices and systems. The Organizer is not responsible for the devices and systems of the Users or for the use by third parties of devices and systems owned by the Users.

2.5. The default language of the App will be automatically selected according to the selected language of the User's mobile device, and the User has the option to change the language in which he uses the application from the settings of the OMV MyStation App itself.

2.6. The OMV MyStation App allows users (who have become or wish to become Participants in the OMV MyStation Program) to:

- a) register in the OMV MyStation loyalty program;
- b) have an OMV MyStation Account and accumulate OMV MyStation Points that give the Users access to various functions and benefits in the OMV MyStation Program;
- c) take advantage of the Organizer's offers and, in particular, receive information about special offers reserved exclusively for Participants in the OMV MyStation program;
- d) use geographic map with the "Find OMV MyStation" function, a tool for searching for OMV Retail Outlets at a location chosen by the User within the borders of the Republic of Bulgaria;
- e) to save and store other loyalty cards and customer cards of other organizers and/or service providers, this data is stored only on the User's device;
- f) to subscribe to the Organizer's commercial notifications.

2.7. Information on special offers can be viewed in the OMV MyStation App. With the consent of the User, he can receive information about special offers in the form of messages through the App or other electronic communication channels selected by the User.

2.8. In addition to receiving special offers and offers, the User can use the OMV MyStation App to:

- a) save to the App's electronic wallet other loyalty cards and customer cards issued by other Organizers/suppliers without them becoming part of his account in the Program;
- b) search for the OMV Retail Outlets in the Republic of Bulgaria and request information about the gas station closest to the current location of the Participant; and
- c) seeks certain information about the Organizer's products and services.

### **3. Profile and Card of Program Participant**

3.1. Users access their accounts in the OMV MyStation program after registering, activating their account via OTP sent to the provided email address, and entering log-in information in the OMV MyStation App.

3.2. For each User a unique profile in the App is created (using the unique email address provided by the User). Users can only access their own accounts.

3.3. When registering an account, a unique digital OMV MyStation Card is issued as well, through which the user can take advantage of the benefits provided by the OMV MyStation Program when making purchases at OMV Retail Outlets. To use the digital OMV MyStation Card in the App for purchases at OMV Retail Outlets, the Participant must show to the employee the digital OMV MyStation Card in the OMV MyStation App on their device or use OMV issued plastic card registered in the OMV MyStation App. The participant is identified by checking or scanning the unique number of the digital OMV MyStation card from the screen of the mobile device or by scanning the number of the registered physical plastic card.

#### **4. Technical requirements**

4.1. Users must download the OMV MyStation App from the available in the Republic of Bulgaria Google Play Store or Apple AppStore, or other digital platforms/stores, depending on the device's operating system.

4.2. The App can be downloaded on Android and iOS or other announced devices with Internet access, on mobile phones and tablets.

4.3. The App is intended for devices with the operating system Android 10.0 or higher and access to the Google Play Store or iOS 13.0 or higher and access to the Apple AppStore or other as applicable.

4.4. Each device model has access to certain software versions. Some software versions may not be compatible with some devices. If the corresponding software version is not available for the User's device, the User cannot use the OMV MyStation App. However, the Organizer strives to provide software versions for most types of mobile phones. Due to the continuous development of devices on the market, the Organizer is unable to provide an updated list of devices that can work with the App.

4.5. The specific requirements for a given device to run the App are as follows:

- a) sufficient battery charge,
- b) internet access and browser,
- c) an active email account,

d) support of the operating systems specified in point 4.3.

4.6. Installation and use of the OMV MyStation App requires internet access (via mobile data connection, wireless internet or otherwise) on the User's device. The amount and frequency of data communication depends on how and when you use the App. Data costs for a mobile connection are borne by the User and depend on the contract between the User and the Internet service provider used.

4.7. The Organizer may post and provide updates to the OMV MyStation App. The OMV MyStation App must be constantly updated to function properly. The Organizer does not guarantee that the OMV MyStation App will function properly, if the User does not download and install the updates provided by the Service Provider on his device.

4.8. Access to certain resources on the User's device, such as the ability to send notifications, camera, photos/media, device ID, connection information, location or contacts, may be required in order to use certain features of the OMV MyStation App. If access to these resources is denied, the functionality of the OMV MyStation App may be limited.

4.9. For the OMV MyStation App to work properly on a device, that device:

- a) must not contain any changes to the operating system, in particular those that override security protections of the the operating system or of the device;
- b) must be connected to the Internet.

## **5. Location**

5.1. Upon initial launch of the OMV MyStation App, the User has the option to choose to give or refuse consent to the processing of their location data. If consent is given, it can be revoked and subsequently provided again from the device's operating system settings. Thus, the OMV MyStation App can use the location feature to personalize content based on the User's location.

5.2. If consent is given, the User's current location may be processed with the "Nearest Gas Station" feature.

5.3. Although consent to the processing of location data is not a condition of participation in the OMV MyStation Program or use of the App, the functions of the App related to the User's location will be limited if consent is not given or consent is withdrawn in the app or app settings on the mobile device.

## **6. Security of the OMV MyStation App**

6.1. Access to user data of registered Users in OMV MyStation is protected with a username and

password, and OTP provided to the registered email. The password must meet the security requirements specified in the registration form, and in particular those related to the number and type of characters. The access password must be protected and must not be disclosed to others.

6.2. The Participant must not allow third parties to use his account. If the Participant violates this obligation, he/she is responsible for all damages incurred by the Organizer or third parties in connection with the use of his/her OMV account by third parties.

6.2. The Participant must not allow third parties to use his account. If the Participant violates this obligation, he/she is responsible for all damages incurred by the Organizer or third parties in connection with the use of his/her OMV account by third parties.

6.3. The Organizer recommends that the User uninstall the OMV MyStation App from the device on which it is installed as soon as they decide to stop using the respective device or before its disposal.

6.4. The Organizer declares that it will make every effort to ensure a high level of security of the App and the User data. However, the Organizer states that the OMV MyStation App may be vulnerable to certain future threats given the characteristics of information technology. For this reason, the Organizer recommends that the OMV MyStation App is regular updated and declares that it has the right to periodically prepare updated security rules for the use of the App.

## **7. Data Security Breaches**

7.1. If it is determined that the security of the OMV MyStation App has been compromised or that the personal data of Participants has become accessible or disclosed to unauthorized third parties as a result of external interference, including but not limited to security-related attacks or fraud, we reserve the right the right to take appropriate reasonable actions, including but not limited to investigating and reporting, and notifying and cooperating with competent authorities. In the event of a personal data breach, we will make appropriate efforts to notify affected data subjects, if we believe that there is a risk that the personal data breach will result in a high risk for the Participant's rights and freedoms, or if by law we are required to do otherwise. Each notification is sent directly through the mobile App or via email/phone.

## **8. Processing of personal data**

8.1. Subscribers' personal data are protected in accordance with the Bulgarian Personal Data Protection Act (PPA) and Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in connection with the processing of personal

data and on the free movement of such data and to repeal Directive 95/46/EC.

8.2. Detailed information on the processing of personal data of OMV gas station customers is specified in the General Policy for the Processing of Personal Data (Data Privacy Policy), available at: <https://www.omv.bg/bg/imprint-and-pravna-informacia> and available at <https://www.omv.bg/bg/mystation> as well as in the OMV MyStation App.

## **9. Deactivation of the User and termination of the OMV MyStation App**

9.1. Based on sufficient grounds (such as reasonable suspicion that the User violates the Terms of Use and the Official Rules of the OMV MyStation Loyalty Program) that affect the use of the App, the Organizer has the right to deactivate the User. Deactivation of the User also results in the deactivation of the User's accounts and the User will no longer be able to use the OMV MyStation program as well as certain features of the App.

9.2. The Organizer will inform the User by e-mail that he has deactivated the OMV MyStation App, together with the relevant justification. The App will be disabled for the time required to review the case.

9.3. After clarifying the case, the Organizer analyzes the conclusions of the inspection and:

- a) allows the User to reactivate his account;
- b) prohibits the User from using the OMV MyStation App in the cases specified in section 9.6 and communicates the reason by e-mail.

9.4. The App is voluntary and the User can uninstall the OMV MyStation App from their device at any time without giving a specific reason for doing so. In order to withdraw consent to the Terms of Use or the Official Rules of the OMV MyStation Loyalty Program, the account profile in the OMV MyStation App has to be disabled/deleted.

9.5. Additional information on termination of participation in the OMV MyStation program can be found in the Official Rules of the OMV MyStation Loyalty Program, available in the App and at [www.omv.bg](http://www.omv.bg).

9.6. The Service Provider has the right to immediately deny the User access to the OMV MyStation App, if the User seriously or systematically violates the Terms of Use (upon prior notification by the Organizer), in particular if there is illegal interference with the App.

9.7. If the User is prohibited from using the OMV MyStation App pursuant to Section 9.6, such prohibition and the grounds shall be communicated to the User by e-mail.

## **10. Intellectual Property**

10.1. By agreeing to the Terms of Use, the User acknowledges that all copyrights, trademarks or other brand rights or other intellectual property rights related to the App that are not reserved to another person under other provisions or licenses belong to the Organizer or related parties, and are subject to the relevant legal provisions.

10.2. The misappropriation of these intellectual property rights or the use of the services and functions of the OMV MyStation App for purposes other than those expressly stated under the Terms of Use or the Rules of the OMV MyStation Loyalty Program are prohibited. The User bears all responsibility and liability for all damages caused to the Organizer as a result of using the name or trademarks associated with the OMV MyStation App or other intellectual property rights of the Organizer, without the consent of the Organizer and/or in violation of the Terms of Use.

## **11. General and Final Provisions**

11.1. The Organizer reserves the right to update and amend the Terms of Use at any time. These changes are communicated in advance to the Users through the App. The new or updated Terms of Use shall enter into force on the date specified in the notification, but in any case not earlier than 14 (fourteen) days from the date of the notification. Regardless of this, technical or informational changes and amendments that do not affect the status of the Users, as well as changes required due to legislative and administrative measures, can be carried out in shorter terms.

11.2. If the User does not agree to the new Terms of Use, he may uninstall the OMV MyStation App from his device, terminate his participation in the OMV MyStation Program and close the account in the OMV MyStation App.

11.3. These Terms of Use are available in the OMV MyStation App and at [www.omv.bg](http://www.omv.bg) for the period of validity of the OMV MyStation loyalty program.

11.4. Complaints related to the OMV MyStation App can be submitted by telephone on 0800 12 800 or sent by post to the postal address of the Organizer or electronically to the address: [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com). Each complaint will be considered, and regardless of whether it is accepted or rejected, a reasoned response will be sent within 14 (fourteen) days by registered letter or by e-mail to the address of the User specified in the complaint.

11.5. Cases of use of the OMV MyStation App, which are not covered by the Terms of Use, are governed by the applicable Bulgarian law and legislation.

11.6. The Organizer and the User shall try to resolve by mutual consent all disputes arising in connection with the use of the OMV MyStation App.

11.7. If a dispute arises between the Organizer and the User that is not resolved by mutual agreement within thirty (30) days, the User may refer the case to a competent authority for resolution.

11.8. The Organizer is not responsible for the availability and functioning of the Internet services, nor for technical problems that occurred during the transmission of data over the Internet or through other electronic means of communication. The Organizer is not responsible for the sending of OTP, nor for technical problems that may be related to such emails. If the Participant does not receive a OTP, the User must:

- a) check whether he specified a correct email address during his registration;
- b) check the SPAM folder in your e-mail;
- c) request in the OMV MyStation App that a confirmation mail be resent to him/her by e-mail;
- d) contact the Organizer on 0800 12 800 or at the following email address [mystation\\_bg@omv.com](mailto:mystation_bg@omv.com).

11.9. During the period of double indication of prices according to the Law on the Introduction of the Euro in the Republic of Bulgaria (ZVRB), there may be a discrepancy between the announced and the charged price in BGN in the amount of BGN 0.01. (one penny) as a result of the application of the official exchange rate to the price due pursuant to Art. 5 of the ZBRB, on the one hand, and the rules for currency conversion from BGN to EUR in case of double indication of prices under Art. 12 and Art. 15 ZVERB.