

GetResponse Blogger Program Program Terms and Conditions

I. General

1. These GetResponse Blogger Program Terms and Conditions (hereinafter the “Terms and Conditions”) govern the GetResponse Bloggers Program (hereinafter the “Program”).
2. The Program is organized by GetResponse Sp. z o. o., a company incorporated under the laws of Poland, with its registered office at Arkońska 6, A3, 80-387 Gdańsk, Poland, registered at the National Court Register at company no. (KRS) 0000187388, NIP No. 9581468984, REGON No. 192998251, with a share capital of PLN 5 559 840 (hereinafter referred to as the “GetResponse”).

II. Participants and their obligations

1. The Program is open both to:
 - a. users of free GetResponse accounts, and
 - b. persons who have no (neither free nor paid) GetResponse account,in each case, which have a valid Program code received directly from GetResponse (hereinafter referred to as the “Participant/s”). The Program is open to individuals whose participation is wholly or mainly connected with their business, trade, craft, or profession.
2. GetResponse reserves a right to advance a Program code to any person upon its sole discretion. No person shall have a right to request such code be advanced to them by GetResponse.
3. To benefit from the Program, the Participant shall:
 - a. set up the Account (as defined in point III.1. below) or upgrade its free account to the Account at <https://www.getresponse.com/go> by using a valid Program code received from GetResponse;
 - b. publish - within 2 (two) consecutive months from the day of the Account setting and after that on a regular basis, at least 1 (once) per each period of 6 (six) consecutive months - publicly available post regarding GetResponse Services in accordance with point 4-11 below (any such post hereinafter referred to as a “Post”).
4. The Participant undertakes to:
 - a. provide publicly available Post, either at Participant’s or third party’s website, blog or fanpage, available through Internet, containing a backlink to GetResponse local website or mention for the purpose of marketing and promotion of the GetResponse Services;
 - b. promptly notify GetResponse upon publishing each Post by providing GetResponse with a link to the Post by email to blogger@getresponse.com or by other method indicated by GetResponse;
 - c. apply any changes to the Post, that GetResponse may reasonably request .

5. In case of occurrence of any of the following:
 - a. the Post published by the Participant does not fulfill marketing or promotional purposes for the benefit of GetResponse; or
 - b. the Participant has not changed the Post when so requested by GetResponse, such Post of the Participant will not constitute a valid fulfillment or discharge of the Participant's obligations under point 3. b. above.
6. The Participant shall always present within the Post only such information regarding the GetResponse Services which is true and compliant with the information available at www.getresponse.com and user experience of the Participant. On the request of the Participant, GetResponse will support the Participant by providing answers to the Participant's questions regarding terms of the GetResponse Services.
7. The Participant shall not:
 - a. obtain or collect data about other parties, including by creating databases, mailing lists, customer lists or similar, for the purpose to offer or recommend such parties the GetResponse Services or refer these parties to GetResponse;
 - b. send to other parties unsolicited commercial information, within the meaning of relevant provisions of law on electronic commerce, to promote the GetResponse Services and receive bonus in this virtue (ban on spamming);
 - c. disseminate information about GetResponse or its Services, which is false, misleading, defamatory towards GetResponse, or undermines reputation of GetResponse;
 - d. submit any binding offers or make any other statements on behalf of GetResponse.
8. The Participant states and warrants they'll be the only author and exclusive holder of copyrights to the Post.
9. The Participant states and warrants that their rights to the Post won't affect any third party's copyrights or other rights – and won't be limited if they take part in the Program. That being said, the Participant agrees to indemnify and hold GetResponse exempt from liability, as well as any and all claims made by third parties related to infringement of these rights.
10. Nothing in the Program constitutes or is constructed as a grant of any express or implied license or the Participant's other right to any GetResponse intellectual property rights.
11. The Participant agrees to indemnify and hold Getresponse, its employees, directors, officers, co-operators, and representatives exempt from any and all claims, losses (either direct or indirect), damages, expenses, including but not limited to attorney fees, resulting from the Participant's failure to comply with the Terms and Conditions or the Participant's violation of any law regulations or third party's rights of any kind, resulting from or related to their participation in the Program.

III. Discount

1. The Program concerns only GetResponse Plus account on a monthly plan, with the Contacts List Size: up to 10 000 (hereinafter referred to as the "Account").
2. The Program entitles the Participants to use the Account at 100% off the standard monthly price i.e. free of charge (hereinafter referred to as the "Discount") through the whole time

of the Program and provided that the Participant fulfills all conditions set out in point II above).

3. The Discount concerns only standard functionalities of the Plus account, with the exclusion of additional features, which are available at regular prices. The standard prices can be viewed here: <https://secure.getresponse.com/pricing>.
4. Each Participant may open only one Account with one subscription plan at the Discount.
5. The Discount cannot be combined with other GetResponse promotions available during the Program timeframe or otherwise.
6. If there is a change in the Account as to subscription period (for instance, a switch from monthly to annual subscription), the Account has been deactivated or disabled due to other reasons in accordance with the terms and conditions of GetResponse Services or the Participant does not fulfill all conditions set out in point II above, the Discount shall expire and will not be reinstated.
7. In order to upgrade the Account the Participant shall send in advance email request to GetResponse to email: blogger@getresponse.com. The upgrade may be completed upon prior approval by GetResponse. Upon the Account upgrade the Participant shall pay the monthly service fee for the upgraded account in the amount equal to a monthly service fee in accordance with then-current official pricing for such upgraded account decreased by the amount of a monthly amount of the Discount.
8. The Discount cannot be transferred to another individual or entity or be applied to any existing paid GetResponse account. In case of restoring the Account, the Discount will not be renewed.

IV. Personal Data

1. Your personal data (such as name, address, email address, company name, job title) provided to GetResponse in connection with your participation in the Program as voluntarily entered into by you under these Terms and Conditions, will be processed by GetResponse solely for the purpose of your participation in the Program, in particular (but not limited to) registration process and delivery of the Program benefits. Your personal data will be processed on the basis of the article 6 sec. 1 b) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR).
2. Your personal data will be stored for the time needed to pursue the purposes mentioned in point 1 above.
3. You are entitled to request from GetResponse access to and rectification or erasure of your personal data or restriction of processing or to object to processing. You are also entitled to request to receive your personal data and transmit them to another controller, as well as to lodge a complaint with a data protection supervisory authority.
4. The submission of your personal data, for the purposes mentioned in point 1 above, is voluntary but necessary to participate in the Program.

5. GetResponse ascertains that your personal data will be processed in accordance with the rules set forth in these Terms and Conditions and all applicable law regulations. GetResponse takes all reasonable steps to protect your personal data from loss, misuse, unauthorized use, access, inadvertent disclosure, alteration and destruction.
6. Any enquiries or complaints regarding your personal data processing may be submitted to GetResponse Data Protection Officer available at privacy@getresponse.com.

V. Miscellaneous

1. GetResponse reserves the right in its sole discretion to change these Terms and Conditions of the Program or terminate the Program at any time for any reason. Change or termination of the Program shall not affect the Discount already acquired. GetResponse will notify the Participant without undue delay on any changes to these Terms and Conditions or termination of the Program.
2. When the Participant takes part in the Program, no joint venture, partnership, employment, or agency relationship will be created between the Participant and GetResponse as a result.
3. Any enquiries or complaints regarding the Program may be submitted by email to blogger@getresponse.com.
4. For any matters not covered by these Terms and Conditions, in particular with regard to terms of use of the Account, the provisions of the GetResponse regulations available at: <http://www.getresponse.com/legal> shall apply.
5. Program shall be governed by the laws of Poland any disputes concerning the same be resolved by courts having jurisdiction over the registered head office of GetResponse.
6. Participation in the Program means that the Participant has consented to these Terms and Conditions.