

## TERMS OF USE OF THE TATRY SUPER SKI PASS

Terms of use of the TATRY SUPER SKI Pass valid in the ski resorts belonging to the system of the common TATRY SUPER SKI Card, i.e.:

1. **Kotelnica Białczańska** (Kotelnica Białczańska Ski Resort sp. z o.o. [limited company], company head office: ul. Środkowa 181 b, 34-405 Białka Tatrzańska, KRS [National Court Register]: 0000067900);
2. **Czarna Góra – Koziniec** („CZARNA GÓRA – KOZINIEC” sp. z o.o., company head office: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680);
3. **Hawrań – Jurgów** („Centrum Wypoczynku i Rekreacji „HAWRAŃ” sp. z o.o., company head office: ul. Podokólne 1, 34-532 Jurgów, KRS: 000021509);
4. **Czorsztyn – Ski** (CZORSZTYN-SKI sp. z o.o., company head office: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512);
5. **Kaniówka** (Stacja Narciarska Kaniówka Dziubas Władysław, Wodziak Stanisław sp. j. [general partnership], company head office: ul. Kaniowska 19, 34-405 Białka Tatrzańska, KRS: 0000415848);
6. **Bania** (BANIA sp. z o.o., sp. k. [limited company], company head office: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410);
7. **Polana Szymoszkowa** (Dorado Sp. z o.o., company head office: Polana Szymoszkowa 2, 34-500 Zakopane, KRS: 0000180393);
8. **Harenda – Wyciągi** („Harenda – Wyciągi” sp. z o.o., company head office: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080);
9. **Witów – Ski** („WITÓW-SKI” sp. z o.o., company head office: Witów 205c, 34-512 Witów, KRS: 0000253245);
10. **Stacja Narciarska Suche** (Stacja Narciarska SUCHE sp. z o.o., company head office: Suche 103 b, 34-520 Poronin, KRS: 0000302489);
11. **Grapa Ski** ("KOMPLEKS TURYSTYCZNO NARCIARSKI CZARNA GÓRA-GRAPA" sp. z o.o., company head office: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144);

12. **PKL - Palenica – Szczawnica** (Polskie Koleje Linowe S.A. company head office: Krupówki 48, 34-500 Zakopane, KRS: 0000429345);
13. **Bachledka Ski & Sun s.r.o.** [limited company], company head office: Bachledová dolina 702, 059 55 Ždiar, Slovakia, DIC DPH SK [Tax Identification Number] 2021681618)
14. **Rusiń-Ski (RUSIŃSKI - SKI sp. z o.o.** head office Bukowina Tatrzańska ul. Wierch Rusiński 70 KRS: 0000231704)
15. **Meander Invest s.r.o.** (company head office: ul. M.R. Štefánika 1821, 026 01 Dolny Kubin, Slovakia IČO [company identification number]: 44820313)
16. **Długa Polana** (Długa Polana sp. z o.o. head office ul. Oleksówki 6a 34 – 400 Nowy Targ, KRS: 0000480107)
17. **Strachan Ski Centrum, ZORLAND, s.r.o.** (head office Ždiar 530, 059 55 Ždiar Slovakia, IČO:47 591 323, DIČ:202 409 7240)
18. **Horników Wierch** (Wyciąg Narciarski "Horników Wierch" s.c. [partnership] company head office ul. Kaniówka 15, 34-405 Białka Tatrzańska NIP 736 10 25 930)
19. collectively referred to in the Terms and Conditions as “Ski Resorts”, and separately as “Ski Resort”.

## I. DEFINITIONS

1. The Pass TATRY SUPER SKI Pass – a term entitlement allowing, during its validity period, to use an unlimited number of chairlifts and ski lifts of Ski Resorts belonging to the system TATRY SUPER SKI (referred to in the Terms and Conditions respectively as the "chairlifts and the ski lifts"), which are available and active at the time of exercising these rights, according to the rules specified in the Terms and Conditions. In order to use the TATRY SUPER SKI Pass, one must hold a Card on which the Term Entitlement will be stored. The period of validity of a Term Entitlement (hourly, daily) in a given winter season shall specify the type of a Pass, whereby it shall be clarified that:
  - a. Hourly Pass – is valid for the period of time specified on the Pass, counted from the moment of the Card Personalisation, exclusively on the day on which it occurred, but not

- longer than until the closing time of the Ski Resort on that day;
- b. Day Pass – is valid for the number of consecutive days specified on the Pass, counted from the day of the Pass purchase at a ticket office, regardless of the hour, when it occurred, but not longer than until the closing time of the Ski Resort on the last day of validity of the Pass.
2. Card – carrier of Term Entitlement resulting from the purchased TATRY SUPER SKI Pass. The Card is in the form of a RFID Skidata KeyCard or another SkiData transponder. The card is reusable and allows recording and storing information about the Term Entitlement.
  3. Local Pass – a term entitlement other than the SUPER SKI TATRY Pass entitling to use the infrastructure of a given Ski Resort in accordance with its internal terms and conditions.
  4. TATRY SUPER SKI Card – Card with a stored Term Entitlement resulting from the purchased TATRY SUPER SKI Pass, assigned to its specific user after its Personalisation and enabling the use of the Term Entitlement resulting from the TATRY SUPER SKI Pass.
  5. Term Entitlement – an entry in the access control system, which, after its activation on the Card, enables the use of services resulting from the purchased TATRY SUPER SKI Pass.
  6. Card Activation – the activity of recording the Term Entitlement on the Card at the request of the entitled person and at the same time issuing the so activated TATRY SUPER SKI Card to the entitled person.
  7. Card Personalisation – the act of assigning a specific TATRY SUPER SKI Card to a specific user, which takes place when the TATRY SUPER SKI Card is being closed for the first time to the gate reader at the chairlift or the ski lift entrance in the Ski Resort.

## II. GENERAL PROVISIONS

1. All persons entering the premises of the Ski Resort are obliged to become familiar with these Terms and Conditions and observe its provisions.
2. The Terms and Conditions define the rules of using the TATRY SUPER SKI Pass in Ski Resorts belonging to the TATRY SUPER SKI system. The prerequisite for using the Pass is the possession of a Card on which the Term Entitlement will be stored.

- 3.
4. In accordance with the Terms and Conditions, the TATRY SUPER SKI Card entitles to use the available and active chairlifts and ski lifts during the opening hours of particular Ski Resorts. The opening hours of particular chairlifts and ski lifts vary and may change during the season. The start and end dates of the winter season, among others due to weather conditions, may vary for different Ski Resorts. Information about the current opening hours of particular stations is available, among others, on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl).
5. Information about the chairlifts and ski lifts of Ski Resorts currently available on a given day can be found on the information board located on the premises of each of the Ski Resorts.
6. The entitled person is informed that the Card Activation purchased at the ticket office is activated on the day of its purchase. In case of changing the place of use of the TATRY SUPER SKI Card, the entitled person should first check the availability and opening hours of the ski lifts and chairlifts of the Ski Resort, where he is heading to, and it is recommended that he also takes into account the period of validity of the Term Entitlements stored on this Card and the time of arrival at the Ski Resort and preparation for the entrance to the slope. Ski Resorts belonging to the TATRY SUPER SKI system stipulate that the availability of particular ski trails or chairlifts and ski lifts located in the Ski Resorts area may be temporarily excluded from customers' use in the case of the organisation of ski competitions, events or trainings for organised ski groups (temporary limitation of availability <https://tatrysuperski.pl>) – in this case the participants of competitions or organised ski groups will be given priority to the use of cable transport equipment.
7. These Terms and Conditions apply to all types of the TATRY SUPER SKI Passes.

### III. TICKET OFFICES

1. The Passes available within the TATRY SUPER SKI offer can be purchased only at the ticket offices of the Ski Resorts, at authorised points of sale and on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl).
2. Cards, on which the Term Entitlements are stored, resulting from the purchased TATRY SUPER SKI Pass, are the property of the Ski Resorts.
3. The VAT invoice for the purchased Ski Pass can be obtained only on the basis of the proof of purchase in the area of the Ski Resort, where the Ski Pass was purchased, in accordance with the rules of law. Return deposit for the Card is not documented on the VAT Invoice.
4. At the ticket offices of the Ski Resorts located in Poland, one may pay with payment cards or cash in the Polish zloty currency (PLN). In Slovakia, on the other hand, with payment cards or cash in the EURO currency.
5. In a justified case, to the extent provided by law and for the safety reasons of persons using the infrastructure of the Ski Resort, the seller may refuse to sell the Pass, and the Ski Resort may refuse to provide the service (e.g. if the purchaser is under the influence of alcohol or other intoxicants).

### IV. TATRY SUPER SKI CARD

1. The only person authorised to use the TATRY SUPER SKI Card during its validity period is the person who has personalised it.
2. Information about the validity period of the Pass is always displayed on the screen of the gate reader of chairlift or ski lift at the Ski Resort. Information about the type of coded Term Entitlement is printed on the TATRY SUPER SKI Card when it is issued at the Ski Resorts' ticket offices.
3. In case of purchasing a Pass for high season and off-season prices, the mixed price is automatically calculated.
4. It is not possible to change, extend or postpone the period of validity of the Term Entitlement

resulting from the Pass after its commencement.

5. Ski Resorts allowed the return of the purchased Pass, which the authorised person did not use, at the latest by the closing date of the last active Ski Resort operating within the framework of TATRY SUPER SKI in the winter season in which the Ski Pass was purchased.
6. Each time the TATRY SUPER SKI Card is issued, a returnable deposit in the amount of PLN 10 per Card is collected. The deposit is not refundable in case of mechanical damage to the card.
7. Disposal of the TATRY SUPER SKI Cards is prohibited (under any legal title). In the event that the data of the original TATRY SUPER SKI personalised Card holder does not match the successor card holder, the Term Entitlement on this Card will be blocked.

#### **V. THE PACKAGE CARD**

1. All provisions concerning the rules of using the Tatry Super Ski Card remain valid also with regard to the Package Card (PASS + POOL), subject to the following regulations.
2. Package Card - a Card with the TATRY SUPER SKI card entitlement written on it and, additionally with the right to use selected pools cooperating with the TATRY SUPER SKI project.
3. Detailed information, with which term entitlements and at which pools in Podhale the Package Card can be used is provided in the TATRY SUPER SKI price list. The Package Card is available when no legal contraindications are indicated to the provision of services included in it, and in particular during not imposing restrictions by decisions of state or local authorities.
4. The price of the Package Cards given in the price list is the total price for using the Ski Resorts and selected swimming pools.
4. Entry to the pools offered in the Package Card is a service that entitles to use the pool for 3 hours, while entry to the pool is possible only at the following times and periods:
  - a. The Bania Hot Springs from December 25, 2020 till March 14, 2021, from 09.00 to 12.00. It is not possible to enter the swimming pool after 12:00. The card allows to use the pool for 3 hours, e.g. entry to the pool at 11.00 allows to use the pool until 2.00 p.m. The

entitlement may be exercised from the date of purchase to April 30, 2021.

b. The Bania Hot Spring after March 15, 2021, during the swimming pool opening hours.

The entitlement may be exercised from the date of purchase till April 30, 2021.

c. The Aqua Park Zakopane throughout the season during the swimming pool opening hours. The entitlement may be exercised from the date of purchase till April 30, 2021.

5. The package offer concerns three types of entitlements:

a. a term entitlement for 4h + 3h of the swimming pool,

b. a term entitlement for 3 days of 5 days + two entries for 3 hours of the swimming pool,

c. a term entitlement for 5 days of 7 days + two entries for 3 hours of the swimming pool.

6. By choosing the Package Pass, the entitled person has the option to freely choose the Ski Resort and the Swimming Pool in which he will exercise his entitlement, subject to the following restrictions:

I. Term entitlement for 4h + 3h of the swimming pools can be:

a. purchased in the ski resorts indicated above, excluding:

i. PKL - Palenica – Szczawnica,

ii. PKL – Mosorny Groń – Zawoja

iii. Bachledowa Dolina

iv. Thermal Park Orava

v. Strachan Ski

b. used in all Polish ski resorts indicated above (excluding Ski Resorts in Slovakia (Bachledowa Dolina, Thermal Park Orava, Strachan Ski Centrum)

c. used in the pools of the Bania Hot Spring, and the Aquapark Zakopane

II. Term entitlement for 3 days of 5 days + two entries for 3 hours of the Swimming Pool and a term entitlement for 5 days of 7 days + two entries for 3 hours of the swimming pool can be:

a. bought in the ski resorts indicated above, except for:

i. PKL - Palenica – Szczawnica,

ii. PKL – Mosorny Groń – Zawoja

iii. Bachledowa Dolina

- iv. Thermal Park Orava
  - v. Strachan Ski
  - b. used in all Polish and Slovak ski resorts indicated above
  - c. used in the pools of the Bania Hot Spring, and the Aquapark Zakopane
7. The using the swimming pool is in accordance with the regulations in force at this pool.
  8. To use the pool entitlement, one should visit the Customer Service Center and present the Package Card with a valid pool entitlement. After verification, the entitlement will be implemented in the system that supports and is in operation in the pool selected by the Package Card holder.
  9. Activation of the Package Pass takes place by activating the Card on the reader of the Ski Resort or the swimming pool and results in the activation of the entire service, excluding the possibility of returning the unused part of the Pass.
  10. If the swimming pool, for technical reasons, is not able to provide the service to the entitled person on the basis of the Package Card presented – it is obliged to issue the entitled person a pass and allow him/her use of the swimming pool in the same time range, but on another date than that resulting from the Package Pass.
  11. Exclusions for the use of the Package Card - The Package Card is not valid within the purchase of:
    - a. group tickets,
    - b. tickets purchased on-line,
    - c. free tickets for children under the height of 120 cm,
    - d. senior tickets over the age of 75,
    - e. discount tickets.

## **VI. CONCESSIONS AND DISCOUNTS**

1. Reduced TATRY SUPER SKI Pass is valid for children and young people until turning 16 years at latest, as well as for seniors over 65 years old, according to the price list at [www.tatrysuperski.pl](http://www.tatrysuperski.pl). Reduced TATRY SUPER SKI Passes are issued on presentation of a



document confirming age and enabling identification of the entitled person.

2. A child under 120 cm in height may receive the TATRY SUPER SKI Pass free of charge only if the adult providing childcare of such a child simultaneously purchases the TATRY SUPER SKI Pass. It shall be explained that there is only one free Pass per caretaker (rule: one caretaker – one child). In this case, the child receives the TATRY SUPER SKI Pass for the same period of validity as the Pass purchased by a person of legal age who takes care of the child. The child's height is measured at the ticket offices in a ski suit along with a helmet (without skis or snowboard).
3. Seniors who are over 75 years of age on the basis of a presented document confirming their age and enabling identification of the entitled person may purchase the TATRY SUPER SKI Day Pass at the price of PLN 5 for each day covered by such a Pass.
4. Groups from 20 people are entitled to a 10% discount on the purchase of the TATRY SUPER SKI Passes. When buying Passes with a discount for groups: one in 11 persons receives a Day Pass at the price of PLN 5 for each day covered by such a Pass, and the remaining persons receive a 10% discount from the price list. The group selects a group leader from among its members, that is, a person representing all group members, on an exclusive basis. Only the group manager is entitled to make declarations of intent regarding the purchase of group passes or their possible returns.
5. Regulations of periodical discounts and promotions are available on the website: [www.tatrysuperski.pl](http://www.tatrysuperski.pl), as well as each time at the ticket offices of the Ski Resorts. The use of the TATRY SUPER SKI Card by an unauthorised person (e.g. by a person who is not entitled to a discount) may result in the blocking of the rights to use it. In order to clarify any doubts, it shall be explained that the Local Card cannot be used to exercise the rights resulting from the TATRY SUPER SKI Card.

## VII. USE OF THE SKIDATA GATES

1. The TATRY SUPER SKI Card shall be inserted into a pocket located on the left side of the garment – in the pocket on the left breast or on the left hand.

2. Items that may interfere with the reading of TATRY SUPER SKI Cards (e.g. mobile phones, car keys, payment and credit cards, etc.) should be placed on the right side of the garment.
3. When using the gates, only one TATRY SUPER SKI Card must be carried (one cannot carry other cards of this kind either – this may result in activating/personalising entitlements from another card). Ski Resorts belonging to the TATRY SUPER SKI Card system are not responsible for the consequences of failure to comply with the obligation described in the preceding sentence.
4. In the antenna field of the gateway, a minimum distance of one meter must be maintained so that the gateway does not read the entitlement twice, i.e. so that the next person in the queue can use their Term Entitlement without interference.
5. Confirmation of the right to pass through the gate and reading of the card is signaled by an appropriate message on the screen of the reader and the green light on the gate housing lighting up.
6. If the red signal light on the gateway housing lights up, it is forbidden to pass through the gate.
7. After passing through the gate, the temporary blocking of the TATRY SUPER SKI Card is automatically activated, preventing the same TATRY SUPER SKI Card from being used by other persons – in order to avoid a situation in which an unauthorised person would use such a card.
8. A person using Term Entitlement is obliged to pay attention to the audible signals and messages displayed on the gate reader screen and to comply with the command resulting from these signals and messages.

#### **VIII. COMPLAINTS AND REFUNDS**

1. A proof of purchase is required to make a complaint.
2. Complaints related to the TATRY SUPER SKI Card should be submitted to the Customer Service Office of the Ski Resort belonging to the TATRY SUPER SKI Card system.

3. Complaints will be dealt with in accordance with the provisions of law. The Ski Resort shall respond to the complaint within 30 days from the date of its receiving.
4. In order to receive a refund due to the occurrence of an accident for which the Ski Resort is not responsible, it is necessary to submit a copy of the accident report of TOPR/GOPR [Tatra Volunteer Search and Rescue/Mountain Volunteer Search and Rescue] or an authorised Ski Rescuer.
5. In case the complaint is justified under the provisions of law, the return of unused Term Entitlements is granted in a manner proportional to the validity of the Pass. With the consent of the user of the TATRY SUPER SKI Card, the amount of the refund can be converted into a temporary entitlement, corresponding to a period of time not used due to circumstances for which the Ski Resort is responsible, to be used in the current winter season exclusively in the area of this Ski Resort (Breakdown Card).
6. Reimbursement of the deposit can be obtained at any ticket office and at self-service return machines located in the Ski Resorts, as well as at authorised points of sale.
7. Ski Resort is not responsible for damages caused by force majeure, forces of nature, weather conditions, exclusive fault of the injured or a third party for which it is not responsible, including resulting in an interruption in power supply to this Ski Resort lasting continuously for less than one hour, as well as for any inconvenience, which will result from this, and the occurrence of which was not dependent on the action or nonfeasance of the Ski Resort.
8. In addition, interruptions in the operation of individual chairlifts or ski lifts may be caused by the need to take action to ensure proper and safe use of them or factors independent of the Ski Resort (e.g. weather conditions in which the use of a given type of equipment may be dangerous for the users).
9. Return of group tickets:
  - a. for the unused pass - the cost paid while purchasing it will be refunded, provided that the return of the pass does not result in the loss of the group discount referred to in VI 4. of these Terms and Conditions.
  - b. in the case when the return of the pass will result in the loss of the group discount, due

to the reduction in the size of the group provided for in VI 4., the return of individual group passes is possible provided that the surcharge equal to the discount value is paid for each pass purchased in a group,

c. for the used pass, but returned in the event of an accident on the slope referred to in VIII 4., and after meeting the conditions described therein - the cost paid when purchasing it is refunded, regardless of the number of other members of the group. In this situation, provision VIII. 9. b. does not apply

d. the person authorized to purchase group tickets and to return them is only the group leader.

#### **IX. CONTROL AND SANCTIONS FOR BREACHES OF THE TERMS AND CONDITIONS**

1. The SKIDATA electronic system operating in the Ski Resorts and used to collect fees and control the TATRY SUPER SKI Card allows for verification of users using the TATRY SUPER SKI Cards. While passing through the gates, photos of the user associated with the TATRY SUPER SKI Card are recorded for the sole purpose of controlling the rights, in order to avoid the use of the TATRY SUPER SKI Card by an unauthorised person, which is a legitimate interest of the Ski Resort. These photos are removed within 31 days after the end of the validity of the Pass.
2. For an attempt to use chairlifts or ski lifts of the Ski Resorts without proper authorisation or in case of using the TATRY SUPER SKI Card by an unauthorised person – the possibility of further use of the TATRY SUPER SKI Card will be blocked. The TATRY SUPER SKI Card shall be presented for verification of entitlement, if requested by staff or control bodies. Refusal to show the Card will result in blocking the possibility of further use of the TATRY SUPER SKI Card.
3. Persons disturbing public order or violating the rules of the Ski Resort or generally accepted standards of behaviour, will be asked to leave the area of the Ski Resort, or included in accordance with the applicable legal regulations by a security officer in order

to immediately give these persons to the Police. In cases provided for by law, security personnel shall have the right to use, within the limits of the law, direct coercive measures to ensure safety.

## **X. PERSONAL DATA**

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") the data obtained in connection with the TATRY SUPER SKI Pass shall be processed by Ski Resorts described in the introduction to the Terms and Conditions, which are co-administrators of these data. The personal data obtained in connection with conclusion of an agreement and in the course of its implementation shall be processed on the basis of Article 6, paragraph 1, points "b", "c" and "f" of the GDPR respectively for the purpose of: implementation of the agreement and obligations provided for by law (including complaint handling); ensuring safety and protection of life and health (including reporting an accident to emergency services); control and verification of rights – preventing fraud (including reporting such incidents to the police or the public prosecutor's office). Personal data are stored for no longer than the period of limitations on claims. The data subject has the right to: demand from the co-administrators the access to personal data; their rectification, erasure or restriction of the processing; raise objection to the processing; transferring the data – provided that the provisions of the GDPR do not limit these rights; as well as the right to lodge a complaint to the supervisory authority (the President of the Personal Data Protection Office). Providing personal data is voluntary, however, in the case of a complaint/request to return unused rights it is necessary to properly consider the customer's request and verify his entitlement. The co-administrators shall not take decisions by automated means within the meaning of the GDPR. The co-administrators have established a common contact point that may be contacted for the protection of personal data relating to the TATRY SUPER SKI term card at the following e-mail address: [tatrysuperski@gmail.com](mailto:tatrysuperski@gmail.com).

We reserve the right to change prices and these Terms and Conditions with the stipulation that the change in the Terms and Conditions (including the change in prices) applies only to new customers and does not apply to persons who have already concluded an agreement (have



purchased a Pass).

*These Terms and Conditions shall apply from December 16, 2020.*

<https://tatrysuperski.pl>

