

ONLINE SALES REGULATIONS – TATRY SUPER SKI

DEFINITIONS

1. **Seller** – a company operating under the name: Ośrodek Narciarski Kotelnica Białczańska sp. z o.o. with its registered office in Białka Tatrzańska, address: ul. Środkowa 181b, 34-405 Białka Tatrzańska, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XII Economic Department of the National Court Register under KRS number: 0000067900, REGON: 492034101, NIP No [Tax Identification No]: 7361523042, having a fully paid-up share capital of PLN 5,516,000, e-mail address: karnety@bialkatatrzańska.pl, phone: +48 18 2654530.
2. **Customer** – a person registered and using the online Pass sales system to purchase a Pass, either for themselves or for a third party. A Consumer, pursuant to Article 22(1) of the Civil Code, is defined as a natural person who engages in a legal transaction with an entrepreneur (Seller) that is not directly related to their business or professional activity.
3. **Ski Centre** – an entity belonging to the **TATRY SUPER SKI** joint card scheme, i.e.:
 - 3.1. **Kotelnica Białczańska** (Ośrodek Narciarski Kotelnica Białczańska sp. z o.o., registered office address: ul. Środkowa 181 b, 34-405 Białka Tatrzańska, KRS: 0000067900);
 - 3.2. **Czarna Góra – Koziniec** („CZARNA GÓRA – KOZINIEC” sp. z o.o., registered office address: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680);
 - 3.3. **Hawrań – Jurgów** („Centrum Wypoczynku i Rekreacji „HAWRAŃ” sp. z o.o., registered office address: ul. Podokólne 1, 34-532 Jurgów, KRS: 000021509);
 - 3.4. **Czorsztyn – Ski** (CZORSZTYN-SKI sp. z o.o. registered office address: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512);
 - 3.5. **Kaniówka** (Stacja Narciarska Kaniówka sp. z o.o., registered office address: ul. Kaniowska 19E, 34-405 Białka Tatrzańska, KRS: 00001024735);
 - 3.6. **Bania** (BANIA spółka z ograniczoną odpowiedzialnością sp. k., registered office address: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410);
 - 3.7. **Polana Szymoszkowa** (Dorado Sp. z o.o. registered office address: Polana Szymoszkowa 2, 34-500 Zakopane, KRS: 0000180393);
 - 3.8. **Harenda – Wyciągi** („Harenda – Wyciągi” sp. z o.o. registered office address: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080);
 - 3.9. **Witów – Ski** („WITÓW-SKI” sp. z o.o. registered office address: Witów 205c, 34-512 Witów, KRS: 0000253245);
 - 3.10. **Stacja Narciarska Suche** (Stacja Narciarska SUCHE sp. z o.o., registered office address: Suche 103 b, 34-520 Poronin, KRS: 0000302489);
 - 3.11. **Grapaski** ("Grapaski" sp. z o.o, registered office address: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144);
 - 3.12. **PKL – Palenica – Szczawnica** (Polskie Koleje Linowe S.A. registered office address: Krupówki 48, 34-500 Zakopane, KRS: 0000429345);
 - 3.13. **Bachledka Ski & Sun s.r.o.** (registered office address: Bachledová dolina 702, 059 55 Ždiar, Slovakia, DIC DPH SK 2021681618)
 - 3.14. **Rusiń-Ski** (RUSIŃSKI – SKI sp. z o.o. registered office address Bukowina Tatrzańska ul. Wierch Rusiński 70 KRS: 0000231704)
 - 3.15. **Meander Invest s.r.o.** (registered office address: ul. M.R. Štefánika 1821, 026 01 Dolný Kubín, Slovakia IČO: 44820313)
 - 3.16. **Długa Polana** (Długa Polana sp. z o.o. registered office address ul. Oleksówki 6a 34 – 400 Nowy Targ, KRS: 0000480107)
 - 3.17. **Strachan Ski Centrum, ZORLAND, s.r.o.** (registered office address Ždiar 530, 059 55 Ždiar Slovakia, IČO:47 591 323, DIČ:202 409 7240)

3.18. Horników Wierch (*Wyciąg Narciarski "Horników Wierch" s.c. registered office address ul. Kaniówka 15, 34-405 Białka Tatrzańska NIP 736 10 25 930*)

4. **TATRY SUPER SKI Pass (Pass)** – a time-limited entitlement allowing, during its validity period, to use an unlimited number of chairlift and ski lift rides of the Ski Centres, which are available and open at the time of use of this entitlement, according to the rules specified in the Regulations for the TATRY SUPER SKI Pass (Appendix 2 to these Regulations). The condition of using the TATRY SUPER SKI Pass is having a Card, on which the Term Entitlement will be recorded. The validity period of the Term Entitlement (hourly, daily) in a specific winter season is determined by the type of the Pass, whereby it is clarified that:
- a. **Hourly pass** – is valid for the period of time specified on the Pass, counted from the moment of Pass Personalization, only on the day when it occurred, but not longer than until the closure of the Ski Centre on that day;
 - b. **After 4:00 PM Pass** – a discounted hourly pass that entitles you to use the ski centre from 4:00 PM until the closure of each Ski Centre,
 - c. **Daily pass** – is valid for the number of consecutive days specified on the pass, counted from the date of the pass activation, regardless of the time at which it was activated, but no longer than until the closing of the Ski Centre on the last day of validity of the pass,
 - d. **TATRY SUPER SKI discount ski passes** are valid for children and youth who are under 16 years of age (their 16th birthday is the first day when the discount is forfeited) and seniors who are over 65 years of age (their 65th birthday is the first day when the discount can be claimed), according to the price list available at www.tatrysuperski.pl. The TATRY SUPER SKI discount passes are issued on presentation of a document confirming the age and enabling identification of the entitled person, which is verified on the day of purchase of the pass. The beneficiary of the pass has the burden of proving that he or she meets the conditions for claiming the particular discount. The determination of the age necessary to obtain the discount shall be made in accordance with the rule provided for in Article 112, second sentence, of the Civil Code.
 - e. **14-day pass** – valid for any (not necessarily consecutive) 14 days of the ski season; it expires after using the 14th day or after closing of the last Ski Centre in the ski season,
 - f. **Calendar pass (also known as a "specific date purchase" pass)** – valid only on the specific dates indicated in the calendar by the customer at the time of purchase.
5. **Card** – a carrier of the Entitlement arising from the purchased TATRY SUPER SKI Pass. The card is in the form of the RFID Skidata KeyCard or other SkiData transponder with the Tetry Super Ski symbol, which indicates that this carrier is dedicated to the TATRY SUPER SKI Pass or Partners being the part of the TATRY SUPER SKI project (it is not possible to record Term Entitlements on other carriers resulting from the TATRY SUPER SKI Pass). The card is reusable and allows to save and store information about the Term Entitlement, resulting from the TATRY SUPER SKI Pass. A deposit is charged for the issue of the Card. The Card remains the property of the Seller.
6. **TATRY SUPER SKI Pass** – a card with the Time-limited Eligibility resulting from the purchased TATRY SUPER SKI Pass, assigned to a particular user after its Personalisation and enabling the use of the Time-limited Eligibility resulting from the TATRY SUPER SKI Pass.
7. **Time-limited Eligibility** – a record in the access control system, which enables, after its activation on the Pass, the use of services resulting from the purchased TATRY SUPER SKI Pass.
8. **Card Activation** – an action of recording the Time-Limited Entitlement on the Card during the period of its activation selected by the entitled person and issuing the TATRY SUPER SKI Card thus activated.
9. **Card Personalisation** – an action of assigning a specific TATRY SUPER SKI Card to a specific user and commencement of the right to use the Card, which takes place at the moment of first contact of the TATRY SUPER SKI Card with the gate reader of the chairlift or ski lift in the Ski Centre.
10. **Card Charging** – the action of assigning the acquired Term Entitlements resulting from the purchased Pass to the Card designated by the Customer.

11. **Online pass sales system** – an IT system enabling the purchase of the Tatry Super Ski pass available in the sales panel of this system, as well as ordering the Cards for a deposit specified in the sales panel.
12. **Electronic ticket** – a document confirming the Customer's purchase of a specific Pass or payment of the deposit for the Card, provided to the Customer by the Seller via e-mail after obtaining confirmation of payment of the order from the bank. The hourly electronic ticket defines the winter season (points 18.12-18.15), during which the Pass can be used and its validity period. The daily electronic ticket specifies the days indicated by the Customer at the time of purchase during which the Pass can be used.
13. **Order** – a declaration of intent by the Customer aimed directly at concluding a remote agreement via the online sales panel, specifying the type and number of the Passes or Cards ordered.
14. **Passes Price List** – a list of prices of the Passes for particular groups of persons, each time available on the online sales panel and specified on the website www.tatrysuperski.pl.
15. **Pre-sale** – an opportunity to purchase Time-Limited Entitlement online (for the periods specified in points 12–15 below) from 6 November 2023 until the day before the opening of the first of the Ski Centres.
16. **Pre-Christmas Period** – a period from the start of the ski season (from the opening of the first Ski Centre) until 24 December 2023.
17. **Christmas Period** – a period from 25 December 2023 to 7 January 2024.
18. **High Season** – a period from 8 January 2024 to 10 March 2024.
19. **Low Season** – a period from 11 March 2024 until the end of the winter season (closing of the last Ski Centre).

DISCOUNTS AND REBATES ON INTERNET SALES

20. In the case of an online purchase, a discount is granted based on the price of the Tatra Super Ski Pass available for the respective season (sections 16-19 above) in the offline sale. The amount of the discount due depends on when the purchase is made, according to the following schedule:
 - I. Purchase between 6 and 19 November 2023 – 10% discount
 - II. Purchase between 20 November and 3 December 2023 – 9% discount
 - III. Purchase between 4 and 10 December 2023 – 8% discount
 - IV. Purchase between 11 and 17 December 2023 – 7% discount
 - V. Purchase between 18 and 24 December 2023 – 6% discount
 - VI. Purchase between 25 December 2023 and 10 March 2024 – 3% discount

Example – purchase of the Tatry Super Ski Pass

The Tatry Super Ski low-season all-day pass for one adult costs PLN 155. A customer purchases this pass online on 7 November 2023, paying PLN 139.50 for it, thanks to the 10% discount described in section 20.I above. The same pass, but purchased on 20 November 2023, will cost PLN 141.05 in the online sales, as the discount for this period will be 9% on the price of PLN 155, in accordance with section 20.II above.

The Tatry Super Ski high-season all-day pass for one adult costs PLN 160. A customer purchases this pass online on 20 November 2023, paying PLN 150.40 for it, thanks to the 6% discount described in section 20.V above. The same pass, but purchased on 10 January 2024, will cost PLN 155.2 in the online sale, as the discount during this period will be 3% on the price of PLN 160, and this is in accordance with section 20.VI above.

21. The rebates set out in point 20 do not apply in the event of the purchase of:
 - I. Hourly pass
 - II. Pass after 4:00 p.m.
 - III. 14-day pass

22. If you purchase an hourly pass or a pass after 4:00 p.m., a fixed discount of 3% applies regardless of the day of the transaction.
- 21) Passes purchased for the period from the date of opening of the first Ski Centre until 24 December 2022 can be activated at any time during this period. In the event of failure to use a purchased ski pass in full or in part by 24 December 2022, the customer is not entitled to a refund for the days not used, except where the inability to use the pass is due to the failure to open any Ski Centre.
- 22) Passes purchased for the period from the date of opening of the first Ski Centre until 24 December 2023 can be activated at any time during this period. In the event that a personalised Pass is not used in its entirety by 24 December 2023, the Customer will not be entitled to a refund for the unused days, except if the inability to use the Pass is due to the non-opening of any Ski Resort.
- 23) Passes purchased for the period from 25 December 2023 to 7 January 2024 (Christmas Period) can be personalised on any day from 25 December 2023 until the date of closure of the last Ski Centre in the ski season. In the event that a purchased Pass is not used in its entirety, the Customer will not be entitled to a refund for the unused days.
- 24) Passes purchased for the period from 8 January 2024 to 10 March 2024 (High Season) can be personalised on any day between 8 January 2024 and 10 March 2024. In the event that a purchased Pass is not used in its entirety, the Customer will not be entitled to a refund for the unused days.
- 25) Passes purchased for the period from 10 March 2024 until the closure of the last Ski Centre (Low Season) can be personalised on any day from 10 March 2024 until the closure of the last Ski Centre. In the event that a purchased Pass is not used in its entirety, the Customer will not be entitled to a refund for the unused days.
- 26) In the case of purchasing a Calendar Pass, the price of the Pass will depend on the period in which the indicated days fall (mixed price). Such a pass must be used on the days indicated when purchased and personalised on the first of these days.

Example – Calendar Pass

The Customer has purchased a Calendar Pass for the period from 2 December 2023 to 27 December 2023, i.e. for two periods – the Pre-Christmas Period and the Christmas Period. In this case, a mixed price applies, which takes into account that the individual days are in different periods. The entitlements purchased in this way are only valid on the specific days indicated by the Customer at the time of purchase.

1. GENERAL PROVISIONS

- 1.1. These Regulations are regulations within the meaning of Article 8 of the Act of 18 July 2002 on the provision of electronic services. The Customer is a service recipient and the Seller is a service provider within the meaning of the aforementioned Act. The Seller provides electronic services in accordance with the Regulations.
- 1.2. The Agreement between the Customer and the Seller is concluded at the time of making the online payment (after obtaining confirmation of payment from the bank), after which the confirmation of the transaction will be sent to the Customer's e-mail address. An electronic ticket constitutes a proof of purchase.
- 1.3. The Customer is obliged to pay the total price indicated in the online sales panel for the order (prices of individual items of the order are added together – the total price is given before the Customer confirms the order).
- 1.4. Payment for the Order is possible only via the payment page, to which the Customer will be redirected directly after placing the Order. Online payments are made through the „PayPro S.A” website.
- 1.5. The subject of remote agreements are only available goods (Passes or Cards) in the sales panel. In addition, the subject of sale are passes (including special discounts) available only at ticket offices.

- 1.6. The Seller has the contractual right to withdraw from a remote agreement within seven days of its conclusion. The Customer has the right to withdraw from the agreement in cases provided by law, taking into account the provisions of these Regulations.
- 1.7. Information provided on www.tatrysuperski.pl and in the online sales panel, in particular announcements, advertisements, price lists and other information, are an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code. The above information does not constitute an offer for sale within the meaning of Article 543 of the Civil Code.
- 1.8. All information, data and materials made available on www.tatrysuperski.pl (including, without limitation, names, logos, the price list, as well as graphics, colors and site layout) and any other intellectual property rights related to the content of this website, including, without limitation, works, rights to trademarks, belong to the Seller or entities with whom the Seller has concluded relevant agreements and are protected by copyright, industrial property rights, database rights or other intellectual property rights.
- 1.9. The Regulations are made available free of charge via the website www.tatrysuperski.pl, where you can obtain, reproduce and record the contents of the Regulations.

2. TERMS AND CONDITIONS OF SALE OF PASSES, PAYMENT METHOD AND DEADLINE

- 2.1. Placing an Order is possible using the functionalities of the online pass sales system (this system may require prior registration or login of the Customer before placing the Order, of which the Customer will be informed by messages displayed).
- 2.2. The Customer places an Order by selecting the type and quantity of ordered goods (Day Passes or Hourly Passes; or Cards) that are available in the sales panel, taking subsequent technical actions based on messages or information appearing on the page of this panel – in order to conclude an agreement with the Seller. Placing an Order is possible after reading and accepting the Regulations.
- 2.3. The Customer is obliged to provide all data necessary for placing the Order and its completion (performance of the agreement). The obligation to provide these data has been appropriately indicated (via appropriate messages) in the online ticket sales system. The Customer is responsible for the accuracy and correctness of the data provided (in particular the e-mail address to which it will be sent, after payment of the Order, Electronic Ticket), only he/she is responsible for the consequences of not observing with this obligation.
- 2.4. Payment for the Order is possible only via the payment page, to which the Customer will be redirected directly after placing the Order (after clicking the “Pay Now” button or a button with equivalent content). Further, after placing the Order, the goods indicated in the Order are reserved. On-line payments are made via the „PayPro S.A” service within 10 minutes from the moment of redirection to the „PayPro S.A” website. Making payment of the entire price of the Order within this period results in the conclusion of the agreement with the Seller, as a result of which the Customer will receive an Electronic Ticket in a message confirming the payment from the Seller. If the payment is not made within this period, the Customer will receive a message on cancellation of the order (or equivalent content), which means that the ordered goods (Tickets or Cards) have been returned to the pool of available goods (which rejects the Customer's offer) – in such case, in order to place the order again, go through the ordering process again (based on the goods and their prices available at the time of placing a new order).
- 2.5. Placing an Order by the Customer constitutes an order submitted to the Seller. Upon the timely payment of the entire price of the Order by the Customer via the "Dotpay SA" service, as referred to in the preceding point, the Seller accepts the Customer's offer (the moment of conclusion of the agreement).

- 2.6. Until the deadline for payment of the Order, the Customer may withdraw the placed order, e.g. by not paying for it, and shall not bear any costs related thereto.
- 2.7. The Seller informs the Customer of the gross price of the goods (incl. VAT). The Seller reserves the right to make changes to the prices of goods available in the sales panel on an ongoing basis, in particular in the event of incorrect information about the price or a change in the applicable price of a given product; and to carry out and cancel any type of promotional campaigns, while giving notice about this on the website tatrysuperski.pl, specifying the end date of the promotional campaign.
- 2.8. The Customer who does not have his/her own Card may order such a Card and then the price of the order will be increased by the amount of deposit for the Card as shown in the sales panel. Such a Card constitutes a separate item in the sales panel, however, in the sales panel, it can also be an item connected with the Pass (if it is indicated for a given item in the sales panel).

3. DELIVERY COSTS. RECEIPT OF THE CARD. COLLECTION OF TATRY SUPER SKI PASS.

- 3.1. Due to the nature of the Seller's service, the Electronic Ticket is sent electronically to the Customer's e-mail address immediately after the payment of the order has been received in full. The Customer does not bear delivery costs in that case.
- 3.2. In the event of ordering a Card or a Pass together with a Card (Tatry Super Ski Card), they are collected only at all Ski Centres open at the time of collection at specially marked cash desks or specially marked machines if available at these Ski Centres. Cards are not sent to the Customer's address. Upon receipt, you must demonstrate your eligibility to collect the ordered item by presenting the electronic ticket.

4. CARD CHARGING

- 4.1. A Customer who holds a Card may assign the Term Entitlement resulting from an ordered Pass to his or her Card by providing the Card's serial number at the time of ordering, in accordance with the messages displayed in the sales panel. Upon the purchase of a Pass for a Designated Card, the Term Entitlements under such Pass are stored on the Designated Card (Card Charging).
- 4.2. A Topped-up Card cannot be personalised at the PKL-Palenica Ski Centre. You can use the Topped-up Card at the PKL-Palenica Ski Centre only if you personalised this Card in one of the other Ski Centres.

Example:

The Customer has charged his/her Card with a 4-day Pass on the dates he/she selected. The Customer is going to use the PKL-Palenica chairlift and 3 other Ski Centres. Such a Card cannot be used (personalised) for the first time in the PKL-Palenica Ski Centre, but in one of the other Centres. The Customer will be able to use the Topped-up Card at PKL-Palenica if they start using (personalise it) the Topped-up Card at another Ski Centre.

- 4.3. The general rules for the Term Entitlement Period indicated in point 4 of the Definition shall apply to the term of the Term Entitlement in a given winter season on the Topped-up Card, except that:
 - a) the period of the Time-Limited Entitlement (hourly, day) shall commence upon the personalisation of the Topped-up Card (to the extent of the Time-Limited Entitlement credited to it), except for PKL-Palenica Ski Centre in accordance with point 4.2;
 - b) in the event that a previous Time-Limited Entitlement is still in force on the Topped-up Card, the validity period of the topped-up Time-Limited Entitlement shall not commence until the expiry of the Time-Limited Entitlement previously stored on the Topped-up Card;

Example:

The customer holding the TATRY SUPER SKI Card with a 4-hour Time-Limited Entitlement (4-hour Pass) active until 1 pm purchases a 2-day Pass. If, after 1 pm on the same day, they place the Topped-up Card close to the gate reader at any Ski Centre (except PKL-Palénica), the next Time-Limited Entitlement will begin (personalisation of a 2-day Pass).

NOTE: To avoid the above situation, you should make considered purchases of hourly entitlements. The above situations do not occur in the case of purchases and topping up of day Time-Limited Entitlement.

5. VAT INVOICES

- 5.1. The Customer may submit a request for VAT invoice within the period stipulated by law, requesting it from the Seller (the Seller's Customer Service) on the terms stipulated by law.
- 5.2. The Customer agrees to the use of electronic invoices and requests that they be sent to the e-mail address provided by the Customer (or any other address indicated by the Customer).
- 5.3. The Customer shall be entitled to collect the VAT invoice at the Customer Service Office, proving that he/she is the person entitled to collect the invoice, taking into account the provisions of the preceding point.
- 5.4. The collected refundable deposit for the Pass is not documented by the VAT invoice.

6. COMPLAINTS

- 6.1. The Customer has the right to file a complaint. A proof of purchase is required to make a complaint.
- 6.2. A complaint should be reported to the Seller's Customer Service by sending an e-mail to: karnety@bialkatatrzańska.pl or in writing to the following address: Ośrodek Narciarski Kotelnica Białczańska sp. z o.o., ul. Środkowa 181b, 34-405 Białka Tatrzańska, with the note "complaint" or in another manner prescribed by law.
- 6.3. In the complaint, the Customer should provide such information as his/her name and surname and order number, describe the complaint, and present the request.
- 6.4. The complainant will be informed of the complaint resolution in the manner in which it was reported. If the complaint is accepted, the Seller shall satisfy the request of the claimant in accordance with his/her rights.
- 6.5. The Seller shall respond to the complaint within fourteen days of its filing.
- 6.6. Each complaint is handled in accordance with the law.
- 6.7. The above provision applies accordingly in the case of a complaint about a service provided electronically.
- 6.8. The Seller bears contractual liability, in accordance with Article 471 of the Civil Code, resulting from failure to perform or improper performance of an obligation, unless there are circumstances excluding its liability in accordance with the law.

7. WITHDRAWAL FROM THE AGREEMENT

- 7.1. After purchasing the entitlement but before personalizing the card, the Consumer can withdraw from the ski pass purchase agreement without stating the reasons for withdrawal and without incurring any costs. The deadline for such withdrawal expires on the last day of the ski season in which the purchase was made. The statement of withdrawal may be sent electronically.
- 7.2. The model statement of withdrawal constitutes Appendix 1 to the Regulations. To make a statement of withdrawal, the Consumer may use the model form for withdrawal from the agreement, included in Appendix 2 to the Act on Consumer Rights.

- 7.3. In the case of withdrawal from the agreement by the Consumer, the price paid by him/her shall be refunded immediately, no later than within 14 days after the delivery of the statement of withdrawal, using the same means of payment as the means used by the Consumer.
- 7.4. Pursuant to Article 38(12) of the Act of 30 May 2014 on consumer rights, the right to withdraw from an agreement concluded off-premises or remotely does not apply to the consumer in relation to the following agreements: for the provision of services in the field of accommodation, other than for residential purposes, transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the agreement specifies the day or period of service provision.

8. TYPES AND SCOPE OF ELECTRONIC SERVICES AND TECHNICAL REQUIREMENTS

- 8.1. The Service Provider provides the following services, at the individual request of the Recipient, through the online sales panel on the website tatrysuperski.skiperformance.com: service to enable the conclusion of a remote agreement; service to maintain an account on this website; service to send the Regulations or an invoice electronically to the e-mail address provided by the Customer; handling of requests made using the contact form, if available. The newsletter service, if available, will be governed by separate regulations.
- 8.2. The Customer may use the services available through the online sales panel described in point 8.1. above subject to compliance with the technical conditions of the ICT system, referred to in point 8.3. After fulfillment of the conditions described in the preceding sentence, the moment the recipient presents an individual request for the provision of a given service (the request may take the form of behavior of the Customer, such as the registration of an account in the online sales panel), an agreement for the provision of a given service by electronic means is concluded (in the case where the request is to send an invoice, the condition is the prior conclusion of an agreement with the Seller, which is the basis for issuing such an invoice), and its termination shall occur upon the presentation by the Recipient of a request for its termination (at any time), unless such an agreement was previously implemented.
- 8.3. In order to properly use the services available through the online sales panel, the Recipient must have an ICT system that meets the following minimum technical requirements:
 - a) with Internet access (recommended speed at least 128 kbps);
 - b) for desktop PCs and laptops, the Recipient should install the Internet Explorer browser (version 8 or later) or the Google Chrome browser (version 14.0 or later) or the Opera browser (version 11.1 or later) or the Mozilla Firefox browser (version 3.5 or later) or the Safari browser (version 3.2.2 or later) or the Microsoft Edge browser (version 93.0.961.38 or later);
 - c) for cell phones (including smartphones) and tablets, the Recipient should use the following operating system: Android 4.0.3. or iOS 7 or Windows Phone 10;
 - d) having a current, active and properly configured email account.
- 8.4. The following types of cookies are used within the www.tatrysuperski.pl website and the online sales panel: "session cookies" are stored in the end device of the Recipient until logout, leaving the website, or closing the browser; "permanent cookies" – stored in the end device of the Recipient for the time specified in the parameters of the cookies or until they are deleted by the recipient; "performance cookies" – enable the collection of information on the use of the pages of the website; "essential cookies" – enabling the use of services available on the website; "functional cookies" – allowing saving the settings selected by the Recipient; "own cookies" – placed by the website; "external cookies" – coming from an external website other than the website. The scope of information collected automatically depends on the settings of the Recipient's web browser. The Recipient is therefore advised to check his/her browser settings to find out what information is automatically made available by his/her browser or to change these settings. For this purpose, the Recipient may refer to "Help" of the

web browser used. By default, the web browser, typically allows cookies to be stored on the end device of the Recipient. Therefore, the Recipients of this website can change the settings in this area. The web browser also allows you to delete cookies, and to use the option to automatically block cookies. Detailed information on cookies is contained in the settings or documentation of the web browser used by the Recipient. It should be noted that disabling cookies necessary for authentication processes, security or maintenance of the Recipient's preferences, if there are any on the website or online sales panel, may hinder, and in extreme cases even prevent the use of the website (or the website functionalities).

8.5. The Recipients are prohibited from providing unlawful content.

9. PERSONAL DATA

9.1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), data collected in connection with activities related to the provision of electronic services or the conclusion of a remote agreement through the online sales panel are processed by the ski centres where you can use the TATRY SUPER SKI Pass and collect the Card, i.e.:

- 1) *Kotelnica Białczańska (Ośrodek Narciarski Kotelnica Białczańska sp. z o.o., registered office address: ul. Środkowa 181 b, 34-405 Białka Tatrzańska, KRS: 0000067900);*
- 2) *Czarna Góra – Koziniec („CZARNA GÓRA – KOZINIEC” sp. z o.o., registered office address: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680);*
- 3) *Hawrań – Jurgów („Centrum Wypoczynku i Rekreacji „HAWRAŃ” sp. z o.o., registered office address: ul. Podokólne 1, 34-532 Jurgów, KRS: 000021509);*
- 4) *Czorsztyn – Ski (CZORSZTYN-SKI sp. z o.o., registered office address: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512);*
- 5) *Kaniówka (Stacja Narciarska Kaniówka sp. z o.o., registered office address: ul. Kaniowska 19E, 34-405 Białka Tatrzańska, KRS: 00001024735);*
- 6) *Bania (BANIA spółka z ograniczoną odpowiedzialnością sp. k., registered office address: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410);*
- 7) *Polana Szymoszkowa (Dorado Sp. z o.o., registered office address: Polana Szymoszkowa 2, 34-500 Zakopane, KRS: 0000180393);*
- 8) *Harenda – Wyciągi („Harenda – Wyciągi” sp. z o.o., registered office address: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080);*
- 9) *Witów – Ski („WITÓW-SKI” sp. z o.o., registered office address: Witów 205c, 34-512 Witów, KRS: 0000253245);*
- 10) *Stacja Narciarska Suche (Stacja Narciarska SUCHE sp. z o.o., registered office address: Suche 103 b, 34-520 Poronin, KRS: 0000302489);*
- 11) *Grapaski ("Grapaski" sp. z o.o., registered office address: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144);*
- 12) *PKL – Palenica (Polskie Koleje Linowe S.A., registered office address: Krupówki 48, 34-500 Zakopane, KRS: 0000429345);*
- 13) *Bachledowa Dolina (Slovakia) (IMMOBAU, s.r.o., registered office address: Kuzmányho 839/12, 811 06 Bratislava, Slovakia,, DIC DPH SK 2021681618);*
- 14) *Rusiń-Ski (Rusiń-Ski sp. z o.o., registered office address: Rusiński Wierch 70, 34-530 Bukowina Tatrzańska, KRS: 0000231704);*
- 15) *Meander Oravice (Slovakia) (Meander Invest s.r.o., registered office address: M.R.Štefánika 1821, 026 01 Dolný Kubín, Slovakia, Regon (ICO) 44 820 313 NIP (ICO DPH) SK2022842404);*
- 16) *Długa Polana (Długa Polana Spółka z o.o., registered office address: ul. Oleksówki 6a, with its registered office in Nowy Targ 34-400 Nowy Targ, KRS: 0000480107);*
- 17) *Strachan Ski Centrum (Slovakia) (Strachan Ski Centrum, ZORLAND, s.r.o. Ždiar 530, 059 55 Ždiar Slovenská republika, IČO: 47 591 323),*

- 18) *Wyciąg Narciarski Horników Wierch (Wyciąg narciarski Horników Wierch „U Goryla”; registered office address: ul. Kaniówka 15; 34-405 Białka Tatrzańska; REGON [NATIONAL BUSINESS REGISTRY NUMBER]: 490571941)*

which are joint controllers of that data. The joint controllers, on the basis of the arrangement made, decided that all activities related to the sale of the Passes, ordering the Card (concluding remote agreements) and providing electronic services through the sales website will be performed by the Seller, i.e. Ośrodek Narciarski Kotelnica Białczańska sp. z o.o. The Seller shall serve the requests of data subjects provided for by the GDPR, and fulfill the obligation to provide information to data subjects in the above-described scope.

- 9.2. Personal data obtained in connection with the concluded remote agreement and in the course of its implementation, and within the scope of services provided through the online sales of electronic services are processed on the basis of Article 6(1) (b)(c)(f) of the GDPR respectively in order to:
- a) Conclude a remote agreement (including an agreement with specific content); to perform the agreement (including verification of the data of the person entitled to use a given service); to handle the account and solve technical problems; to contact the Customer in connection with the offer he/she has submitted or performance of the agreement; to use the functionalities of the Website (Article 6(1)(b) of the GDPR);
 - b) in order to comply with legal obligations arising from universally applicable regulations and incumbent on the Seller: including for accounting purposes, tax purposes, including issuing an invoice; complaint purposes; in order to provide information at the request of a state authority on the basis of specific provisions, e.g., the police, prosecutor's office, court; in order to ensure safety and protection of life and health (including notification of an accident to the emergency services) (Article 6(1)(c) of the GDPR);
 - c) because of the legitimate interest of the Service Provider respectively in the form of: in order to control and verify entitlements – prevent frauds (including reporting such incidents to the police or the prosecutor's office); in order to determine, pursue or defend itself against claims of the data subjects, if applicable; for analytical purposes; in order to offer products and services of the Service Provider directly to the Recipients (marketing or in order to offer directly products and services (marketing) of companies partnering with the Service Provider without the use of electronic communication means (the legitimate purpose is to conduct marketing activities promoting its business or the business of other entities); in order to offer products and services of the Service Provider directly to the Recipients (marketing or in order to offer directly products and services (marketing) of companies partnering with the Controller with the use of electronic communication means – with the proviso that these activities, in consideration of other applicable regulations, in particular, the telecommunications law and the act on the provision of electronic services, are carried out only on the basis of the appropriate consents, provided that such consents have been collected; in order to ensure security and prevent abuse and fraud; to organize promotional events, programs and campaigns in which the Recipients may participate; in order to handle requests sent using the contact form, other applications, including ensuring accountability (for the legitimate purpose of responding to requests and inquiries sent using the contact form or in another form, including storing such requests and replies provided to maintain the principle of accountability) (Article 6(1)(f) of the GDPR).
- 9.3. Customers' personal data shall be processed with appropriate security measures, meeting the requirements of Polish law, including the provisions of Regulation 2016/679 of the European Parliament and of the Council of the European Union 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, and repealing Directive 95/46/EC (General Data Protection Regulation; referred to herein as: “GDPR”), including taking into account the principles arising from Article 5 of the

GDPR, i.e. the principles of fairness and transparency, purpose limitation, lawfulness, data minimization, accuracy, storage limitation, integrity, and confidentiality.

- 9.4. The recipients of the personal data are respectively:
 - a) for the purpose of remote agreement performance – entities partnering (providing services) under the TATRY SUPER SKI joint pass; the card operator, SkiData;
 - b) in order to execute the payment for the order – PayPro sp. z o.o. (KRS 0000296790), 30-552 Kraków (Polska), ul. Wielicka 72;
 - c) in each case, state authorities or other entities authorized by law, in order to fulfill the obligations imposed by law, e.g. the police, the prosecutor's office, the tax office;
 - d) entities providing marketing services – in order to support the promotion of goods, organization of promotional campaigns;
 - e) entities operating ICT systems and providing IT services – in relation to the maintenance of the correct operation of the system, its updates, repairs, and the introduction or improvement of functionalities.
- 9.5. Data shall be made available to third parties only on the terms and within the limits permitted by law.
- 9.6. The Service Provider appropriately highlights and marks personal data the provision of which is necessary due to the nature of the agreement with a specific content or the manner of its implementation. Due to the nature of an agreement in which the ordered pass is intended for a person other than the person filling the form, the data of such a person, limited to the date of birth and full name, may come from the person who fills out the form in the sales panel (in this case the Service Provider does not have the other data of such a person, including his/her contact details). Refusal to provide data marked in the manner specified above shall result in the refusal of the Service Provider to provide a given service or the impossibility of making an effective offer to conclude a remote agreement with a given content. Otherwise, failure to provide data (or an individual piece of data) may hinder or prevent the proper performance of other functionalities or a service available on the website. Providing personal data by the Customer is voluntary, but within the scope referred to in the preceding sentence, necessary to perform the agreement.
- 9.7. Personal data are stored for no longer than it is necessary for the purposes described above – including the proper functioning of the Controller's business, taking into account the time limitation period for claims and the period justified by the need to store accounting documents in accordance with the provisions of the law obliging the Controller to store documents (taking into account the tax liability limitation period) and at the same time maintaining the accountability principle.
- 9.8. The Service Provider shall further inform the Data Subject of:
 - a) the right to demand from the Controller access to personal data concerning the data subject, their rectification, erasure or restriction of processing, or the right to object to the processing, as well as the right to data portability – unless these rights are restricted by law; and the right to lodge a complaint to the supervisory authority – the President of the Office for Personal Data Protection
 - b) that where processing is based on a declaration of consent (legal basis: Article 6(1)(a) or Article 9(2)(a), respectively), the person giving such consent has the right to withdraw the consent at any time without affecting the lawfulness of processing carried out on the basis of the consent prior to its withdrawal
 - c) that at the end of the retention period – in accordance with the law – the personal data will be deleted;
- 9.9. Furthermore, the Service Provider shall inform the Data Subject that external links which enable direct access to other websites (or login to the website) may be placed on the website or during the use of this website cookies from other entities may be additionally placed on the

Recipient's device, in particular from suppliers such as: Facebook, Instagram in order to enable the use of the functionalities of the website integrated with these services. Each of these providers shall determine the rules of using cookies in its privacy policy and therefore the Controller informs that it has no influence on the privacy policy of these providers and their use of cookies. For security reasons, it is recommended that, before using the functionalities/resources offered by other websites or services, each Recipient should read the regulations concerning the privacy policy and the use of cookies of those entities, if they have been made available, and in the absence thereof, contact the controller of those websites or services in order to obtain information in this regard.

- 9.10. Co-controllers shall not take decisions by automated means within the meaning of GDPR.
- 9.11. The Co-controllers have established a common point of contact to be contacted for personal data protection issues related to the TATRY SUPER SKI Pass at the following e-mail address: tatrysuperski@gmail.com

10. FINAL PROVISIONS

- 10.1. If any provision of these Regulations is held invalid or ineffective as provided by law, this shall not affect the validity or effectiveness of the remaining provisions of these Regulations. The invalid provision shall be replaced by the principle that comes closest to the purposes of the invalid provision and these Regulations as a whole.
- 10.2. In matters not covered by these Regulations – as far as it is legally possible as regards the consumer – the provisions in force in the Republic of Poland shall apply, in particular the Civil Code, the Act on the Provision of Electronic Services, the Act on Consumer Rights, the GDPR.
- 10.3. The Seller reserves the right to amend the Regulations under the terms of the following sentences. Amendments to the Regulations shall be effective from the time they are clearly indicated and placed on tatrysuperski.pl. The previous Regulations (in each case applicable at the time of signing the agreement) shall apply to agreements concluded before the amendment of the Regulations; therefore, the amendment of the Regulations shall not apply to agreements that were concluded at an earlier time, before such amendment.
- 10.4. Any disputes between the Seller and a person who is not a Consumer related to the services provided by the Seller/agreements between these entities (including in the case of withdrawal) shall be settled by the court competent for the Seller.
- 10.5. In the case of disputes involving the Consumer, it is possible to use out-of-court methods of handling complaints and claims. In such a situation, the Consumer may request the intervention of an ombudsman or use mediation (provided that the Seller agrees to mediation). Access to these procedures is described in the Code of Civil Procedure and the Act on Competition and Consumer Protection. Details on the methods of and access to out-of-court forms of dispute resolution can also be found on the website of the Office of Competition and Consumer Protection at: http://www.uokik.gov.pl/spory_konsumenckie.php. The Seller also informs that there is a platform available for online dispute resolution between consumers and businesses at the EU level (the ODR platform) at the following link: <https://ec.europa.eu/consumers/odr> – in accordance with the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013.
- 10.6. The Rules shall apply from 15-11-2023.

List of appendices to the Regulations:

Appendix 1 Withdrawal from Remote Agreement Form

Appendix 2 – Regulations of the Tatry Super Ski Pass.

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Appendix 1 – Withdrawal from Remote Agreement Form:

MODEL AGREEMENT WITHDRAWAL FORM

(this form should be completed and sent only if you wish to withdraw from the agreement)

[Sender]

[Addressee]

Ośrodek Narciarski Kotelnica Białczańska
sp. z o.o.
ul. Środkowa 181b
34-405 Białka Tatrzańska
e-mail: karnety@bialkatatrzańska.pl

I/We^(*) hereby inform^(*) about my/our withdrawal from the agreement of the following goods^(*): _____

Date _____ of _____ agreement
conclusion^(*)/receipt^(*) _____

Order
number: _____

Name _____ and _____ surname _____ of _____ the
consumer(s) _____

Address _____ of _____ the
consumer(s) _____

Signature of the consumer(s) (only if the form is sent on paper) _____

Date _____

^(*) Delete as appropriate.

REGULATIONS OF THE TATRY SUPER SKI PASS

I. DEFINITIONS

- 1) **Customer** – a person registered and using the online pass sales system to purchase a Pass, either for themselves or for a third party. With the proviso that, in accordance with Article 22(1) of the Civil Code, the Consumer is a natural person concluding with the entrepreneur (Seller) a transaction which is not directly related to its business or professional activities.
- 2) **Ski Centre** – an entity belonging to the **TATRY SUPER SKI** joint card scheme, i.e.:
 - (1) **Kotelnica Białczańska** (Ośrodek Narciarski Kotelnica Białczańska sp. z o.o., registered office address: ul. Środkowa 181 b, 34-405 Białka Tatrzańska, KRS: 0000067900);
 - (2) **Czarna Góra – Koziniec** („CZARNA GÓRA – KOZINIEC” sp. z o.o., registered office address: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680);
 - (3) **Hawrań – Jurgów** („Centrum Wypoczynku i Rekreacji „HAWRAŃ” sp. z o.o., registered office address: ul. Podokólne 1, 34-532 Jurgów, KRS: 000021509);
 - (4) **Czorsztyn – Ski** (CZORSZTYN-SKI sp. z o.o. registered office address: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512);
 - (5) **Kaniówka** (Stacja Narciarska Kaniówka sp. z o.o., registered office address: ul. Kaniowska 19E, 34-405 Białka Tatrzańska, KRS: 00001024735);
 - (6) **Bania** (BANIA spółka z ograniczoną odpowiedzialnością sp. k., registered office address: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410);
 - (7) **Polana Szymoszkowa** (Dorado Sp. z o.o. registered office address: Polana Szymoszkowa 2, 34-500 Zakopane, KRS: 0000180393);
 - (8) **Harenda – Wyciągi** („Harenda – Wyciągi” sp. z o.o. registered office address: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080);
 - (9) **Witów – Ski** („WITÓW-SKI” sp. z o.o. registered office address: Witów 205c, 34-512 Witów, KRS: 0000253245);
 - (10) **Stacja Narciarska Suche** (Stacja Narciarska SUCHE sp. z o.o., registered office address: Suche 103 b, 34-520 Poronin, KRS: 0000302489);
 - (11) **Grapa Ski** ("KOMPLEKS TURYSTYCZNO NARCIARSKI CZARNA GÓRA-GRAPA" sp. z o.o., registered office address: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144);
 - (12) **PKL – Palenica – Szczawnica** (Polskie Koleje Linowe S.A. registered office address: Krupówki 48, 34-500 Zakopane, KRS: 0000429345);
 - (13) **Bachledka Ski & Sun s.r.o.** (registered office address: Bachledová dolina 702, 059 55 Ždiar, Slovakia, DIC DPH SK 2021681618)
 - (14) **Rusiń-Ski** (RUSIŃSKI – SKI sp. z o.o. registered office address Bukowina Tatrzańska ul. Wierch Rusiński 70 KRS: 0000231704)
 - (15) **Meander Invest s.r.o.** (registered office address: ul. M.R. Štefánika 1821, 026 01 Dolny Kubin, Slovakia IČO: 44820313)
 - (16) **Długa Polana** (Długa Polana sp. z o.o. registered office address ul. Oleksówki 6a 34 – 400 Nowy Targ, KRS: 0000480107)
 - (17) **Strachan Ski Centrum, ZORLAND, s.r.o.** (registered office address Ždiar 530,05955 Ždiar Slovakia, IČO:47 591 323, DIČ:202 409 7240)

(18) Horników Wierch (Wyciąg Narciarski "Horników Wierch" s.c. registered office address ul. Kaniówka 15, 34-405 Białka Tatrzańska NIP 736 10 25 930)

- 3) **TATRY SUPER SKI Pass (Pass)** – a time-limited entitlement allowing, during its validity period, to use an unlimited number of chairlift and ski lift rides of the Ski Centres, which are available and open at the time of use of this entitlement, according to the rules specified in these Regulations. The condition of using the TATRY SUPER SKI Pass is having a Card, on which the Term Entitlement will be recorded. The validity period of the Term Entitlement (hourly, daily) in a specific winter season is determined by the type of the Pass, whereby it is clarified that:
- a) **Hourly pass** – is valid for the period of time specified on the Pass, counted from the moment of Pass Personalization, only on the day when it occurred, but not longer than until the closure of the Ski Centre on that day;
 - b) **After 4:00 PM Pass** – a discounted hourly pass that entitles you to use the Ski Centre from 4:00 PM until the closure of each Ski Centre,
 - c) **Daily pass** – is valid for the number of (consecutive) days specified on the Pass, counted from the moment of Pass Activation, regardless of the time at which it occurred, but no longer than until the closing of the Ski Centre on the last day of validity of the Pass,
 - d) **Package pass** – a card with the recorded authorization for TATRY SUPER SKI and additionally the authorization to use the Baths listed in I. 16)
 - e) **14-day pass** – valid for any (not necessarily in a row) 14 days of the ski season, it expires after using the 14th day or after closing of the last Ski Centre in the ski season_
- 4) **Card** – a carrier of the Entitlement arising from the purchased TATRY SUPER SKI Pass. The card is in the form of the RFID Skidata KeyCard or other SkiData transponder with the Tatry Super Ski symbol, which indicates that this carrier is dedicated to the TATRY SUPER SKI Pass or Partners being the part of the TATRY SUPER SKI project (it is not possible to record Term Entitlements on other carriers resulting from the TATRY SUPER SKI Pass). The card is reusable and allows to save and store information about the Term Entitlement, resulting from the TATRY SUPER SKI Pass. A deposit is charged for the issue of the Card. The Card remains the property of the Seller.
- 5) **TATRY SUPER SKI Pass** – a card with the Time-limited Eligibility resulting from the purchased TATRY SUPER SKI Pass, assigned to a particular user after its Personalisation and enabling the use of the Time-limited Eligibility resulting from the TATRY SUPER SKI Pass.
- 6) **Time-limited Eligibility** – a record in the access control system, which enables, after its activation on the Pass, the use of services resulting from the purchased TATRY SUPER SKI Pass.
- 7) **Card Activation** – an action of recording the Time-limited Entitlement on the Card during the period of its activation selected by the entitled person and issuing the TATRY SUPER SKI Card thus activated, subject to the provisions of clause III.7.
- 8) **Card Personalisation** – an action of assigning a specific TATRY SUPER SKI Card to a specific user and commencement of the right to use the Card, which takes place at the moment of the first contact of the TATRY SUPER SKI Card with the gate reader of the chairlift or ski lift in the Ski Centre, subject to the provisions of clause III.7.
- 9) **Card Charging** – the action of assigning the acquired Term Entitlements resulting from the purchased Pass to the Card designated by the Customer.
- 10) **Passes Price List** – a list of prices of the Passes for particular groups of persons, each time available on the online sales panel and specified on the website www.tatrysuperski.pl.
- 11) **Pre-sale** – an opportunity to purchase Time-Limited Entitlement online (for the periods specified in points 12–15 below) from 6 November 2023 until the day before the opening of the first of the Ski Centres.
- 12) **Pre-Christmas Period** – a period from the start of the ski season (from the opening of the first Ski Centre) until 24 December 2023.

- 13) **Christmas Period** – a period from 25 December 2023 to 7 January 2024.
- 14) **High Season** – a period from 8 January 2024 to 10 March 2024.
- 15) **Low Season** – a period from 11 March 2024 until the end of the winter season (closing of the last Ski Centre).
- 16) Term - an entity managing thermal pools, belonging to the TATRY SUPER SKI common card system, namely:
 - a) BANIA Sp. z o.o. Sp. k. based in Białka Tatrzańska (KRS: 0000565410, NIP: 7361719638, REGON: 361149082)
 - b) Termy Zakopiańskie (Polskie Tatry SA, address: ul. Jagiellońska 31, 34-500 Zakopane)
 - c) Meander Invest s.r.o. based in Dolný Kubín, at ul. M.R. Stefanika 1821 NIP (ICO DPH) SK2022842404, REGON (ICO) 44 820 313"

II. GENERAL PROVISIONS

- 1) All persons entering the Ski Centre are obliged to acquaint themselves with these Regulations and observe their provisions.
- 2) The Regulations define the rules of using the TATRY SUPER SKI Pass at the Ski Centres. The condition of using the Pass is having the Pass on which the Time-limited Eligibility will be recorded.
- 3) According to the rules specified in the Regulations, the TATRY SUPER SKI Card entitles you to use available and active chairlifts and ski lifts during the opening hours of individual Ski Centres. The opening times of individual chairlifts and ski lifts vary and may change during the season. The start and end dates of the winter season may vary for each Ski Centre i.a. due to weather conditions. Information about the current opening hours of individual Ski Centres can be found, among others, on the website www.tatrysuperski.pl.
- 4) The information about the currently available chairlifts and ski lifts of the Ski Centre on a given day can be found on an information board located in the area of each Ski Centre.
- 5) The Eligible Person is informed that a Card purchased at the ticket office is activated at the time of purchase. In case of a change in the place of use of the TATRY SUPER SKI Card, the eligible person should first check the information about the availability and opening hours of the ski lifts and chairlifts of the Ski Centre to which he/she is going, and it is recommended that such a person should also take into account the period of validity of the Term Entitlements recorded on the Card and the time of travel to the Ski Centre and preparation for the entrance to the slope. The Ski Centres reserve that the availability of individual ski slopes or chairlifts and ski lifts located within the Ski Centres may be temporarily limited or excluded from use in case of organization of ski competitions, events, trainings for organized ski groups, or bad snow conditions (temporary limitation of availability) – in this case, participants of competitions or organized ski groups will have priority to use cable transport equipment.
- 6) The Regulations shall apply to all types of TATRY SUPER SKI Passes.
- 7) All persons entering the premises of each Ski Centre are required to comply with the Rules for the Purchase and Use of TATRY SUPER SKI Passes when the health regulations for the ski slope industry are in force in connection with preventing and combating COVID-19 constituting Appendix 1 to these Regulations.

III. TICKET OFFICES

- 1) TATRY SUPER SKI Passes can be purchased exclusively at the Ski Centre cash desks, vending machines, authorised points of sale and on the website www.tatrysuperski.pl as well as on the websites of the entities belonging to the Tatry Super Ski joint card.

- 2) The passes on which the Time-limited Eligibilities resulting from the purchased TATRY SUPER SKI Pass are recorded are the property of the Ski Centres.
- 3) A VAT invoice for the purchased Pass can be obtained only on the basis of the proof of purchase in the Ski Centre where the Pass was purchased, according to the rules of law. The collected refundable deposit for the Pass is not documented by the VAT invoice.
- 4) The ticket offices of Ski Centres located in Poland accept credit cards or cash in Polish zloty. In the territory of Slovakia, credit cards or cash in EUR are accepted. In the machines of the Ski Centres, the tickets can be purchased only with payment cards.
- 5) In a justified case, to the extent provided for by law and for the safety of persons using the infrastructure of the Ski Centre, the seller may refuse to sell the ski pass, and the Ski Centre may refuse to provide the service (e.g.: if the purchaser is in a state of intoxication).
- 6) The Passes are sold at the price valid on the day of purchase.
- 7) A Pass purchased for the Pre-Christmas Period cannot be used during the Christmas Period, High Season or Low Season. A day Pass purchased in the Pre-Christmas Period is activated on the day of purchase.

Note:

During the Pre-Christmas Period, the activation of the Day Card is combined with the start of its entitlement. It can be personalised (assigned to a specific user) at any time during the Time-Limited Entitlement period.

- 8) Hourly and day Passes purchased from 25 December 2023 are valid from first use until the end of the ski season for the period of the Entitlement purchased. Hourly and day Passes purchased for the Pre-Christmas Period are valid until 24 December 2023 at the latest.
- 9) Daily passes purchased between the opening of the first Ski Centre and December 24, 2021 will remain valid from the date of purchase for the duration of the purchased entitlement, unless the customer requests a different activation date for the pass.
- 10) Hourly and day passes purchased from December 25, 2021 are valid from the first use until the end of the ski season according to the amount of Entitlement purchased.
- 11) If you purchase a Pass that includes Top Season, High Season and Low Season prices, the price resulting from the period in which the card is used is automatically calculated.
- 12) A 14-day pass remains valid from its first use for any 14 days of the ski season.

IV. TATRY SUPER SKI PASS

- 1) The only person entitled to use the TATRY SUPER SKI Card during its validity is the person who has Personalized it.
- 2) The information about the expiry date of the Pass is displayed each time on the display of the gate reader of the Ski Centre chairlift or ski lift. The information about the type of the Time-limited Eligibility coded is printed on the TATRY SUPER SKI Pass when it is issued at the ticket offices of the Ski Centres.
- 3) It is not possible to change, extend or postpone the validity of the Time-Limited Entitlement arising from the Pass after its activation.
- 4) A Pass purchased online can be returned using the online form if not activated, but no later than 14 days after purchase.
- 5) Each time a TATRY SUPER SKI Card is issued, a refundable deposit of **PLN 10** per Card is charged. The deposit is not refundable in case of mechanical damage to the pass.
- 6) The transfer (under any legal title) of the TATRY SUPER SKI Cards is prohibited. If the data of the original holder of the personalized TATRY SUPER SKI Card are inconsistent with the person using such a Card, the Time-limited Eligibility on such a Card shall be blocked.
- 7) It is forbidden to sell TATRY SUPER SKI Cards and entitlements (under any legal title) on pain of blocking the Time-Limited Entitlement on the Card in the event of a discrepancy between the details of the original holder of the personalised TATRY SUPER SKI Card and the person using it

V. PACKAGE CARD

- 1) All provisions regarding the rules of use of the Tatry Super Ski Card also remain valid in respect of the Package Card (SKI + THERMAL BATHS), subject to the following regulations.
- 2) Package Card – a Card with the recorded entitlement of the TATRY SUPER SKI Card and, additionally, the entitlement to use the selected thermal baths partnering with the TATRY SUPER SKI project.
- 3) Detailed information on which term entitlements and at which thermal baths in the territory of Podhale you can use the Package Card is provided on the price list of TATRY SUPER SKI. The Package Card is available at a time when there are no legal impediments to the implementation of the services comprising it, and in particular when there are no restrictions imposed by the decisions of state or local authorities.
- 4) The price of Package Cards provided in the price list is the total price for using the Ski Centres and selected thermal baths.
- 5) The thermal baths entry included in the Package Card is a service that entitles you to use the thermal baths for 3 hours, with entry to the thermal baths listed below only during the following times and periods:
 - a) Bania Thermal Baths from 25 December 2023 to 10 March 2024 from 9 am to 11 am. Entering the thermal baths is not possible after 11 am. The Card allows you to use the thermal baths for 3 hours, e.g. if you enter at 10 am, you can use the thermal baths until 1 pm. The entitlement may be exercised from the date of purchase until 30 April 2024.
 - b) Bania Thermal Baths after 10 March 2024 during the opening hours of the thermal baths. The entitlement may be exercised from the date of purchase until 30 April 2024.
 - c) Zakopane Thermal Baths throughout the season during the opening hours of the thermal baths. The entitlement may be exercised from the date of purchase until 30 April 2024.
 - d) Meander Thermal & Ski Resort throughout the season during the opening hours of the thermal baths. The entitlement may be exercised from the date of purchase until 30 April 2024.
- 6) The package offer applies to three types of entitlements:
 - a) time-limited entitlement for 1 day + 3 h of using the Thermal Baths,
 - b) time-limited entitlement for 3 out of 5 days + two entries of 3 hours to the Thermal Baths,
 - c) time-limited entitlement for 5 out of 7 days + two entries of 3 hours to the Thermal Baths.
- 7) By choosing the Package Pass, the entitled person has the option to freely choose the Ski Resort and the Thermal Baths, where they will exercise their entitlement:
 - a) purchased at the ski centres listed above with the exception of:
 - i) PKL – Palenica – Szczawnica,
 - ii) Bachledowa Dolina
 - iii) Strachan Ski
 - b) used in all Polish and Slovak Ski Centres listed above
 - c) used at Bania Thermal Baths, Zakopane Thermal Baths and Meander Thermal & Ski Resort
- 8) The use of the thermal baths is subject to the rules and regulations of the thermal baths.
- 9) To use the entitlement at the thermal bath, go to the Customer Service Point and present your Package Card with a valid entitlement to the thermal baths. After verification, the entitlement will be used in the service system, which is applicable to the thermal bath chosen by the Package Card holder.
- 10) The personalisation of the Package Pass takes place by activating the Card at the reader of the Ski Centre or the thermal bath, and it results in the activation of the entire service, excluding the possibility of returning the unused part of the Pass.
- 11) If the thermal bath, due to technical reasons, is not able to provide the service for an entitled person on the basis of the submitted Package Card – it is obliged to issue the entitled person a pass and enable them to use the thermal bath within the same time frame, but at a different time than that resulting from the Package Pass.

- 12) The Package Card exclusions – the Package Pass is not valid in the case of purchase of:
- group tickets,
 - tickets purchased online,
 - Child with Adult tickets,
 - senior tickets over 75 years of age,
 - discount tickets.

VI. DISCOUNTS AND REBATES

- TATRY SUPER SKI reduced-price passes are applicable for children and youths who are under 16 years of age at the latest (the 16th birthday is the first day when the discount does not apply) and seniors who are over 65 years of age (the 65th birthday is the first day when the discount applies), according to the price list available at www.tatrysuperski.pl. TATRY SUPER SKI reduced-price passes are issued upon presentation of a document confirming the age and allowing the identification of the eligible person, which is verified on the day the pass is purchased. The person using the pass is obliged to prove that he/she meets the prerequisite for the discount.
- A Child with Adult Pass is an inseparable package of the same Entitlements, which covers two passes, one of which is for the adult caring for the child and the other for that child (the principle: one carer – one child). The price of this package includes the price of the Regular Pass increased by PLN 10 for each day covered by this Pass. Upon reaching the age of 5 (the 5th birthday is the first day the discount does not apply), the child is no longer eligible for the Child with Adult Pass.
- Seniors who are over 75 years of age may purchase the TATRY SUPER SKI Daily Pass at the price of PLN 5 for each day covered by such Pass on the basis of a presented document confirming their age and enabling the identification of the eligible person. Determination of the age necessary to obtain the discount shall be made in accordance with the principle provided in Article 112, second sentence, of the Civil Code.
- Groups of 20 people or more are entitled to a 10% discount for the purchase of TATRY SUPER SKI Passes. When purchasing Passes with a group discount: one out of 21 persons receives a day Pass for PLN 10 for each day covered by such a Pass and the remaining persons receive a 10% discount on the list price. The group shall elect from among themselves a group leader, i.e. a person who represents all the members of the group on an exclusive basis. Only the group leader is entitled to make declarations of will for the purchase of group Passes or their possible return. When purchasing such group Passes, the leader is required to specify the start date of the Pass.
- After 4:00 PM Pass** – a discounted hourly pass that entitles you to use the Ski Centre from 4:00 PM until the closure of each Ski Centre.
- The Regulations of temporary discounts and promotions are available at: www.tatrysuperski.pl, as well as each time at the ticket offices of the Ski Centres. Using the TATRY SUPER SKI Pass by an ineligible person (e.g. by a person who is not entitled to a discount) may result in blocking the eligibility. For the avoidance of doubt, a Local Pass cannot be used to exercise the eligibilities arising from the TATRY SUPER SKI Pass.
- Senior Passes, Child with Adult Passes, and Group Passes as mentioned above can only be purchased at the ticket office of each Ski Centre.

VII. USE OF SKIDATA GATES

- The TATRY SUPER SKI Pass should be put into a pocket located on the left side of the garment – in a pocket on the left breast or on the left hand.
- Items that may interfere with the reading of the TATRY SUPER SKI Card (e.g., mobile phones, car keys, payment and credit cards, etc.) should be placed on the right side of the garment.
- When using the gates, only one TATRY SUPER SKI Pass should be carried (no other passes of this type should be nearby at the same time – this may result in activating/personalising eligibilities

from another pass of the same type). The Ski Centres shall not bear liability for consequences resulting from non-compliance with the obligation described in the preceding sentence.

- 4) A minimum distance of one meter should be maintained in the area of the gate antenna so that the gate does not read a given eligibility twice, i.e. so that the next person in the queue can exercise their Time-limited Eligibility without interference.
- 5) Confirmation of the right to pass through the gate and read the pass is signaled by an appropriate message on the reader display and the green light on the gate housing.
- 6) The red signal light on the gate housing means that it is not allowed to pass through the gate.
- 7) After passing through the gate, a temporary block of the TATRY SUPER SKI Pass is automatically activated, preventing subsequent persons from using the same TATRY SUPER SKI Pass in order to avoid a situation in which an ineligible person would use such a Pass.
- 8) The person exercising the Time-limited Eligibility is obliged to pay attention to the beeps and messages displayed on the gate reader screen and to follow the resulting signals and command messages.

VIII. COMPLAINTS AND RETURNS

- 1) A proof of purchase in the form of the receipt is required to make a complaint.
- 2) Complaints related to the TATRY SUPER SKI Card should be filed at the Customer Service Office of the Ski Centre belonging to the TATRY SUPER SKI Card system.
- 3) Complaints shall be dealt with in accordance with the law. The Ski Centre shall respond to the complaint at the latest within 30 days from the date of its receipt.
- 4) In order to receive a refund due to an accident for which the Ski Centre is not responsible, a copy of the accident report from the TOPR/GOPR services or a licensed Ski Rescuer must be submitted,
- 5) If the complaint is justified by the law, the refund of unused Time-limited Eligibilities shall be granted in a manner proportional to the validity of the Pass. The amount of the refund can be converted, with the consent of the user of the TATRY SUPER SKI Pass into a time-limited eligibility corresponding to the period not used due to circumstances for which the Ski Centre is responsible, to be used in the ongoing winter season only in the area of that Ski Centre (Failure Pass).
- 6) The refund of the deposit can be obtained at any ticket office and at the self-service Card return machines located in the Ski Centres, as well as at authorised outlets.
- 7) The Ski Centre is not liable for damage caused by force majeure, administrative decisions of state or local authorities, natural forces, weather conditions, the exclusive fault of the injured party or a third party, including resulting in an interruption in the supply of electricity to the Ski Centre for an uninterrupted period of less than
- 8) Moreover, interruptions in operation of particular chairlifts or ski lifts may be caused by the need to take actions to ensure proper and safe use of them or by factors independent from the Ski Centre (e.g. weather conditions in which the use of a particular type of equipment may be dangerous for users).
- 9) In favourable conditions, the use of the services of the Ski Centres is generally possible until 30 April 2024, i.e. the opening time of one of the ski centres belonging to Tatry Super Ski, unless the use of the Pass would be difficult for the entitled person and dangerous for their equipment and health due to the insufficient thickness or condition of the snow cover caused by unfavourable weather conditions (rain and excessive temperature preventing the snowmaking of the slopes).
- 10) After purchasing the Season Pass, but before personalizing the Card, the Consumer has the right to withdraw from the purchase contract of the Ski Pass without providing a reason for withdrawal and without incurring any costs. The deadline for such withdrawal expires on the last day of the ski season in which the purchase occurred. Withdrawal can be made at the cash desk of any Ski Resort.
- 11) Return of group passes:

- a) for an unused pass – the price paid at the time of its purchase is refunded, on condition that the return of the pass does not result in the loss of the group discount referred to in VI 4. of these Regulations
- b) in the event that the return of a pass results in the loss of the group discount due to a reduction in the group size as specified in VI 4., the return of individual group passes is possible subject to the payment of the value of the discount for each group pass purchased,
- c) for a ski pass which has been used but which is refunded in the event of an accident on the slope as specified in VIII 4. and under the conditions specified therein – the price paid during its purchase shall be refunded regardless of the number of other participants in the group. In such a situation, VIII. 9. b. shall not apply
- d) the person authorized to purchase group passes and return them is the group leader only.

IX. CONTROL AND SANCTIONS FOR VIOLATION OF THE REGULATIONS

- 1) The SKIDATA electronic system for charging and control of the TATRY SUPER SKI Pass, operating in the Ski Centres, allows for verification of users using the TATRY SUPER SKI Passes. During passages through the gates, photographs of a user associated with a given TATRY SUPER SKI Pass are recorded, solely for the purpose of authorization control, in order to avoid the use of the TATRY SUPER SKI Pass by an ineligible person, which is a legitimate interest of the Ski Centre. These photographs are deleted within 31 days of the end of the Entitlement.
- 2) In the case of an attempt to use chairlifts or ski lifts of the Ski Centres in breach of the Regulations, without proper eligibility, or in the case of using the TATRY SUPER SKI Card by an ineligible person, the possibility of further use of the TATRY SUPER SKI Card will be blocked. The TATRY SUPER SKI Pass should be presented at the request of staff or control authorities to verify the eligibility. Refusal to present the pass shall result in blocking the possibility of further use of the TATRY SUPER SKI Pass.
- 3) Persons disturbing public order or violating the rules in force on the premises of the Ski Centre or generally accepted standards of behavior, will be asked to leave the premises of the Ski Centre, or captured in accordance with the applicable law by a security guard in order to hand them over to the Police immediately. In cases specified in statutory provisions, security guards have the right to use direct coercive means, within the limits of the law, to ensure safety.

X. PERSONAL DATA

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), the data collected in connection with the TATRY SUPER SKI Pass are processed by the Ski Centres described in the introduction to these Regulations, which are the co-controllers of these data. Personal data obtained in connection with the concluded agreement and in the course of its implementation are processed on the basis of Article 6(1) (b)(c)(f) of the GDPR, respectively, for the purpose of: implementing the agreement and the obligations provided for by law (including the handling of complaints); ensuring safety and protection of life and health (including reporting the accident to the emergency services); control and verification of eligibilities – fraud prevention (including reporting such incidents to the police or prosecutor's office) The data is kept for a period no longer than the period of limitation of claims. The data subject has the right to: demand from the Co-controllers access to his/her personal data; to rectify, delete or restrict its processing; to object to the processing; to transfer the data – unless the provisions of the GDPR limit these rights; and the right to lodge a complaint with the supervisory authority (President of the Office for Personal Data Protection). The provision of personal data is voluntary; however, in the case of a complaint/request for the return of unused rights, it is necessary for the proper consideration of the customer's request and verification of his eligibility. The Co-controllers shall not take decisions by automated means within the meaning of GDPR. The Co-controllers have established a common point of contact to be contacted for personal data protection



issues related to the TATRY SUPER SKI Term Card at the following e-mail address:
tatrysuperski@gmail.com

We reserve the right to change prices and these Regulations with the proviso that the change of the Regulations (including prices) shall apply only to new customers and shall not apply to persons who have already concluded an agreement (purchased a Pass).

The Regulations shall apply from November 15, 2023.