

## 1. DEFINITIONS

- 1.1. **Seller** – a company operating under a business name: Kotelnica Białczańska Ski Resort sp. z.o.o. with its registered office in Białka Tatrzańska, address: ul. Środkowa 181b, 34-405 Białka Tatrzańska, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number: 0000067900, REGON [National Official Register of Business Entities]: 492034101, NIP [Tax Identification Number]: 7361523042, holding fully paid-up share capital in the amount of PLN 5,516,000, e-mail address: karnety@bialkakatrzanska.pl, phone: +48 18 2654530.
- 1.2. **Customer** – a person registered and using the system of online sale of passes for the purpose of purchasing the Pass, for their own benefit or for the benefit of a third party. Whereby, according to the Article 22 (1) of the Civil Code a Consumer shall be considered any natural person performing a legal transaction with an entrepreneur (the Seller) which is not directly related to his business or professional activity.
- 1.3. **TATRY SUPER SKI Pass (Pass)** – a term entitlement allowing, during its validity period, to use an unlimited number of chairlifts and ski lifts at ski resorts belonging to the system of the common TATRY SUPER SKI Card, which are available and active at the time of exercising these rights, according to the rules specified in the Terms of use of the TATRY SUPER SKI Pass (Appendix 2 to these 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:
- Hourly Pass** – valid for the period of time specified on the Pass, counted from the moment of Personalisation of the Card, only on the day on which it occurred, but not longer than until the closing time of the Ski Resort on that day;
  - Day Pass** – valid for the number of consecutive days specified on the Pass, counted from the moment of Card Activation, 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.
- The prerequisite for using the Pass is the possession of a Card on which the Term Entitlement will be stored.
- 1.4. **Card** - 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 Tatr 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.
- 1.5. **TATRY SUPER SKI Card** – a card with a stored Term Entitlement resulting from the purchased TATRY SUPER SKI Pass, assigned to a specific user after its Personalisation and enabling the use of the Term Entitlement resulting from the TATRY SUPER SKI Pass.
- 1.6. **Term Entitlement** – entry in the access control system that allows, after its activation on the Card, the use of services resulting from the purchased TATRY SUPER SKI Pass.
- 1.7. **Personalization and Activation of the Card** - the act of assigning the issued TATRY SUPER SKI Card to its user, which occurs when the TATRY SUPER SKI Card for the first time taps the reader of the gate to the railway or ski lift of the Ski Resort, belonging to the system of the Tatr Super Ski common card, which activates it in the system.
- 1.8. **Topping up the Card** – the act of assigning the acquired Term Entitlements resulting from the purchased Pass, to the Card marked by the Customer.
- 1.9. **System of online sale of passes** – an IT system enabling the purchase of Tatr Super Ski Pass available in the sales panel of this system, as well as ordering Cards for the deposit specified in the sales panel.
- 1.10. **Electronic Ticket** – a document confirming the Customer's purchase of a specific Pass or payment of a 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 electronic ticket defines the winter season, during which the Pass can be used and its validity period.

- 1.11. **Order** – a declaration of will of the Customer, aiming directly at concluding a distance sales agreement through the Internet sales panel, specifying the type and number of the ordered Passes or Cards.
- 1.12. **Passes Pricelist** – a list of prices of passes for particular groups of persons, each time available in the Internet sales panel and specified on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl).

## **2. GENERAL PROVISIONS**

- 2.1. These Terms and Conditions define the terms and conditions of concluding distance sales agreements and present the information that the Seller should provide to the Customer in accordance with applicable laws.
- 2.2. 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 his/her e-mail address. An electronic ticket constitutes a proof of purchase.
- 2.3. 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 add up – the total price is given before confirmation of the order by the Customer).
- 2.4. Payment for the Order is possible only through the payment page, to which the Customer will be redirected immediately after placing the Order. Online payment is made through Dotpay S.A. service.
- 2.5. The subject of agreements concluded by distance 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.
- 2.6. The Seller has the contractual right to withdraw from a distance sales agreement within seven days of its conclusion. The Customer has the right to withdraw from the agreement in cases provided for by law, taking into account the provisions of these Terms and Conditions.
- 2.7. Information provided on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl), in particular announcements, advertisements, price lists and other information, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code. The aforementioned information does not constitute a sale offer within the meaning of Article 543 of the Civil Code.
- 2.8. All information, data and materials available on the [www.tatrysuperski.pl](http://www.tatrysuperski.pl) website (including, among others, names, logotypes, price lists, as well as graphics, colours and layout of the website) and all other intellectual property rights related to the content of this website, including but not limited to works, rights to trademarks, belong to the Seller or entities with which the Seller has concluded appropriate agreements and are protected by copyright, industrial property rights, rights to databases or other intellectual property rights.
- 2.9. These Terms and Conditions are regulations within the meaning of Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means. The Customer is the service recipient and the Seller is the service provider within the meaning of the aforementioned Act. The Seller provides services by electronic means in accordance with the Terms and Conditions.
- 2.10. The Terms and Conditions are available free of charge on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl), which enables the acquisition, displaying and saving of the contents of the Terms and Conditions.

## **3. PRINCIPLES AND CONDITIONS OF THE SALE OF PASSES, METHODS AND TERMS OF PAYMENT**

- 3.1. Placing an Order is possible via the functionality of the online sales system of passes (this system may require prior registration or logging of the Customer before placing an Order, which will be announced by the displayed messages).
- 3.2. The Customer places an Order by selecting the type and quantity of ordered goods (Day Passes or Hourly Passes; or Cards), which are available in the sales panel, taking subsequent technical actions based on the 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 the acceptance of the Terms and Conditions.
- 3.3. The Customer is obliged to provide all necessary data 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.

- 3.4. 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 clicking the button with equivalent content). Further, after placing the Order, the goods indicated in the Order are reserved. On-line payments are made via the "Dotpay S.A." service within 10 minutes from the moment of redirection to the "Dotpay 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).
- 3.5. 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).
- 3.6. 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.
- 3.7. 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](http://tatrysuperski.pl), specifying the date of completion of the promotional campaign.
- 3.8. 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, indicated 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).

#### **4. DELIVERY COSTS. RECEIPT OF THE CARD. COLLECTION OF TATRY SUPER SKI PASS.**

- 4.1. 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 made in full. The Customer does not bear delivery costs in that case.
- 4.2. In case of ordering a Card or a Pass including a Card (Tatry Super Ski Cards) – their collection takes place only in the area of all active ski stations belonging to the system of the common TATRY SUPER SKI Card at specially marked for this purpose ticket offices. Cards are not sent to the Customer's address. Upon collecting, it is necessary to prove the right to collect the subject of the order (the Customer should present a confirmation of purchase and confirm his identity).

#### **5. TOPPING UP THE CARD**

- 5.1. A Customer who holds a Card may assign a Term Entitlement resulting from the ordered Pass to the Card held by providing the serial number of the Card during the ordering process, in accordance with the messages displayed in the sales panel. At the moment of purchasing a Pass to a marked Card, the Term Entitlements resulting from such a Pass are recorded on the marked Card (Topping up the Card).
- 5.2. **The use of the Top-up Card is limited by the fact that the beginning of its use (i.e. the moment of first closing of the Top-up Card to the gate reader at the chairlift or ski lift entrance – within the scope of the top-up Term Entitlement) cannot take place in the ski resort PKL Palenica, as well as in the ski resort PKL-Mosorny Groń.** The use of the Top-up Card may start in all ski resorts belonging to the system of the common TATRY SUPER SKI Card, except for the ski resorts PKL-Palenica and PKL-Mosorny Groń. Using the Top-up Card in the ski resort of PKL-Palenica or PKL-Mosorny Groń is possible only if the use of the same Card starts in one of the other ski resorts belonging to the system of the common TATRY SUPER SKI Card.

**Example:**

*The Customer topped up the Card he holds with a 4-day Pass. The Customer intends to use PKL-Palenica, PKL-Mosorny Groń and 3 other lifts belonging to the system of the common TATRY SUPER SKI Card. The first use of such a TATRY SUPER SKI Card may not take place in the ski resort of PKL-Palenica or PKL-Mosorny Groń. The Customer may use the Top-up Card in the above described PKL resorts (one or both) in a situation when he starts using the Top-up Card in another ski resort belonging to the system of the common TATRY SUPER SKI Card.*

- 5.3. The general principles of the Term Entitlement indicated in point 1.3 shall apply to the period of validity of the Term Entitlement for the specified winter season assigned to the Top-up Card with the provision that:
- a) the period of validity of such a Term Entitlement (hourly, daily) in a given winter season is counted from the moment of the first closing of the Top-up Card (within the scope of the top-up Term Entitlement) to the gate reader of the chairlift and ski lift of any Ski Resort belonging to the system of the common TATRY SUPER SKI Card, except for the stations PKL-Palenica and PKL-Mosorny Groń in accordance with point 5.2;
  - b) if there is another valid Term Entitlement stored on such a Card, the period of validity of the top-up Term Entitlement shall be counted from the moment described in point "a", but not earlier than after the expiry date of the Term Entitlement, which was previously stored on the Top-up Card;

**Example 1 (day passes):**

*The Customer holding a TATRY SUPER SKI Card with a daily Term Entitlement (1-day Pass) valid until the end of the day, buys a 2-day Pass and assigns it to the Card held. In this case, the validity period of the 2-day Pass starts from the moment the Top-up Card is first closed to the gate reader of chairlift or ski lift at the ski resort belonging to the system of the common TATRY SUPER SKI Card, after the day on which the previous Pass has expired. NOTE: The use of the Top-up Card (i.e. the moment the Top-up Card is first closed to the gate reader of chairlift or ski lift – within the scope of the top-up Term Entitlement) cannot be started in the ski resorts of PKL-Palenica or PKL-Mosorny Groń.*

**Example 2 (hourly passes):**

*The Customer holding a TATRY SUPER SKI Card with a 4-hour Term Entitlement (4-hour Pass) still valid until 1 p.m., acquires a 2-hour Pass and assigns it to the Card held. In this case, the validity period of the 2-hour Pass begins with the moment the Top-up Card is first closed to the gate reader of chairlift or ski lift at the ski resort belonging to the system of the common TATRY SUPER SKI Card, after the expiration of the previous Pass. NOTE: The use of the Top-up Card (i.e. the moment the Top-up Card is first closed to the gate reader of chairlift or ski lift – within the scope of the top-up Term Entitlement) cannot be started in the ski resorts of PKL-Palenica or PKL-Mosorny Groń. This means that a Customer who used an Hourly Pass, which expired in the area of the ski resort PKL-Palenica or PKL-Mosorny Groń, while staying in this resort, will not be able to start using the Top-up Card in the area of this resort.*

**6. VAT INVOICES**

- 6.1. The Customer may request that a VAT invoice be issued within the time period provided for by law, by requesting it from the Seller (Seller's Customer Service Office).
- 6.2. The Customer consents to the use of invoices in electronic form and requests it to be sent to the e-mail address provided by the Customer (or any other address indicated by the Customer).
- 6.3. The Customer has the right to collect the VAT invoice at the Customer Service Office proving that he is the person entitled to collect it, taking into account the provisions of the preceding point.
- 6.4. Return deposit for the Card is not documented by the VAT Invoice.

**7. COMPLAINTS**

- 7.1. The Customer has the right to lodge a complaint. A proof of purchase is required to make a complaint.
- 7.2. The complaint should be filed to the Seller's Customer Service Office by sending an e-mail to the following address: [karnety@bialkatatrzenska.pl](mailto:karnety@bialkatatrzenska.pl) or in writing to the address: Kotelnica Białczańska Ski Resort sp. z o.o., ul. Środkowa 181b, 34-405 Białka Tatrzańska, with the annotation "complaint" or in any other legally prescribed manner.
- 7.3. In the complaint the Customer should provide such data as: first name and surname, order number and describe the complaint, as well as present a request.
- 7.4. The information about the processing of the complaint will be communicated to the complainant in the same way as it was filed. In the event of a positive response to the complaint, the Seller shall satisfy the claimant in accordance with his rights.
- 7.5. The Seller shall respond to the complaint within thirty days from the date of its filing.
- 7.6. Each complaint is dealt with in accordance with the provisions of law.
- 7.7. The above provision shall apply accordingly in the case of a complaint about a service provided by electronic means.
- 7.8. The Seller shall be liable under contract, in accordance with Article 471 of the Civil Code, arising from the non-performance or improper performance of an obligation, unless there are circumstances that exclude his liability in accordance with the provisions of law.

## **8. WITHDRAWAL FROM THE AGREEMENT**

- 8.1. The Consumer may withdraw from the Pass purchase agreement within 14 days from the date of its conclusion, without giving reasons for withdrawal and without incurring costs.
- 8.2. The withdrawal statement may be sent electronically.
- 8.3. A specimen of the declaration of withdrawal is attached as Appendix 1 to the Terms and Conditions. The Consumer may use the specimen form of withdrawal from the agreement contained in Annex 2 to the Act on Consumer Rights to submit a declaration of withdrawal.
- 8.4. In case of withdrawal from the agreement by the Consumer, the price paid by him shall be refunded immediately, not later than within 14 days from the delivery of the declaration of withdrawal, using the same method of payment as was used by the Consumer.
- 8.5. Pursuant to Article 38, paragraph 12 of the Act of 30 May 2014 on Consumer Rights, the right to withdraw from an agreement concluded away from business premises or at a distance does not apply to contracts for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service provision.

## **9. TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS AND TECHNICAL REQUIREMENTS**

- 9.1. The Service Provider provides the following services to the individual task of the service recipient on the [tatrysuperski.pl](http://tatrysuperski.pl) website: service enabling the conclusion of a distance sales agreement; account management service on the same website, service of sending the Terms and Conditions or an electronic invoice to the e-mail address provided by the Customer; handling notifications sent using the contact form. The newsletter service, if available, will be regulated by separate terms and conditions.
- 9.2. The Service Recipient may use the services available on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl), subject to meeting the technical conditions of the teleinformatic system referred to in point 9.3. Upon fulfilment of the conditions described in the preceding sentence, upon presentation by the Service Recipient of an individual request for provision of a given service (this request may take the form of the Customer's behaviour, e.g. by registering an account on [www.tatrysuperski.pl](http://www.tatrysuperski.pl) website), an agreement for provision of a given service by electronic means is concluded (if the request concerns sending an invoice, the condition is the prior conclusion of an agreement with the Seller being the basis for issuing such an invoice), and its termination takes place upon presentation by the Customer of a request for its termination (at any time), unless such agreement has been performed earlier.
- 9.3. The condition for proper use of services available through the [www.tatrysuperski.pl](http://www.tatrysuperski.pl) website is that the Service Recipient has a teleinformatic system meeting the following minimum technical requirements:
  - a) with access to the Internet (recommended speed at least 128 kb/s);



- b) for desktops and laptops, the Service Recipient shall install Internet Explorer (version 8 or later) or Google Chrome (version 14.0 or later) or Opera (version 11.1 or later) or Mozilla Firefox (version 3.5 or later) or Safari (version 3.2.2 or later) browsers;
  - c) in the case of mobile phones (including smartphones) and tablets, the Service Recipient should use the operating system: Android 4.0.3. or iOS 7 or Windows Phone 10;
  - d) having an up-to-date, active and properly configured e-mail account.
- 9.4. The website [www.tatrysuperski.pl](http://www.tatrysuperski.pl) uses the following types of cookies: "session" files that are stored in the DTE until logging out, leaving the website or closing an Internet browser; "permanent" cookies – stored in the DTE for the time specified in the parameters of cookies or until the user deletes them; "performance" cookies - that enable gathering information about the manner of using the website; "necessary" cookies - enabling the use of services offered through the website; "functionality" cookies – enabling user to save selected settings and personalise the user's interface; "own" cookies - placed by the website; "external" cookies – originating from another, external website(s). The scope of information collected automatically depends on the user's web browser settings. It is therefore recommended that the user checks his browser's settings to find out which information is provided by his browser automatically or to change these settings. For this purpose the user may read the information of the "Help" section in the web browser in use. The web browser, usually by default, allows the storage of cookies in the Service Recipient's terminal equipment. Service Recipients may therefore change these settings. The web browser also allows removal of cookies as well as the use of the possibility to block cookies automatically. Detailed information about cookies is included in the settings or documentation of the web browser used by the Service Recipient. However, it should be noticed that disabling the cookies which are necessary for authentication processes, for security or for keeping the Service Recipient's preferences, if such occur on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl), may make using it difficult, and in extreme cases even impossible (or may affect the website functionality).
- 9.5. It is forbidden to Service Recipients to provide content of illegal character.

## 10. PERSONAL DATA

- 10.1. 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 activities related to the provision of services by electronic means, conclusion of a distance sales agreement – through the website – are processed by the ski resorts, where the TATRY SUPER SKI Pass may be used and the Card may be collected, 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, PKL- Mosorny Groń (*Polskie Koleje Linowe S.A. company head office: Krupówki 48, 34-500 Zakopane, KRS: 0000429345*);
- 13) PKL – Mosorny Groń – Zawoja (*Polskie Koleje Linowe S.A. adres siedziby spółki: Krupówki 48, 34-500 Zakopane, KRS: 0000429345*);
- 14) Bachledowa Dolina (Slovakia) (*IMMOBAU, s.r.o. [limited company], company head office: Kuzmányho 839/12, 811 06 Bratislava, Slovakia, DIC DPH SK [Tax Identification Number] 2021681618*),
- 15) Thermal Park Orava (Slovakia) (*Thermal Park Orava s.r.o. company's registered office: ul. M.R. Stefanika 1821, Dolny Kubin National Business Registry Number (ICO) 44 820 313 Tax No. (ICO DPH) SK2022842404*,
- 16) Długa Polana (*Długa Polana Spółka z o.o., company's registered office: ul. Oleksówki 6a, based in Nowy Targ 34-400 Nowy Targ KRS [National Court Register] No.: 0000480107*);
- 17) Rusiń-Ski (*Rusiń-Ski sp. z o.o. company's registered office: Rusiński Wierch 70, 34-530 Bukowina Tatrzańska, KRS: 0000231704*);

which are co-administrators of these data. The co-administrators, based on the determination made, decided that all activities related to the sale of Passes, ordering the Card (concluding distance sales agreements) and providing services by electronic means – through the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl) will be performed by the Seller, i.e. Kotelnica Białczańska Ski Resort sp. z.o.o. The Seller handles applications of data subjects provided for in the GDPR and fulfils the information obligation towards these persons within the above-mentioned scope.

10.2. The personal data obtained in connection with conclusion of a distance sales agreement and in the course of its implementation, as well as in the scope of services by electronic means provided through the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl) shall be processed on the basis of Article 6, paragraph 1, points “b”, “c” and “f” of the GDPR respectively for the purpose:

- a) of concluding a distance sales agreement (including an agreement with a specific content); in order to perform the agreement (including verification of data of a person authorised to use a given service); in order to perform the account service and solve technical problems; in order to contact the Customer in connection with the offer submitted by him or the performance of the agreement; in order to use the functionality of the Website (Article 6, paragraph 1, point b of the GDPR);
- b) in order to comply with legal obligations arising from generally applicable regulations and binding on the Seller: including accounting, tax, invoicing, complaints; in order to provide information at the request of a state authority on the basis of specific regulations, e.g. Police, public prosecutor's office, court; in order to ensure safety and protection of life and health (in this case reporting the accident to emergency services) (Article 6, paragraph 1, point c of the GDPR);
- c) due to the legitimate interest of the Service Provider respectively in the form of the following objectives: in order to control and verify entitlements – to prevent fraud (including reporting such incidents to the police or public prosecutor's office); to establish, investigate or defend against claims of data subjects; for analytical purposes; to offer products and services of the Service Provider directly to the Customers (marketing) or to offer directly products and services (marketing) of companies cooperating with the Service Provider without the use of electronic communication means (reasonable purpose is to conduct marketing activities promoting the business or other entities); to offer products and services of the Service Provider directly to the Service Recipients (marketing or to offer directly products and services (marketing) of companies cooperating with the Service Provider using electronic means of communication – these activities are carried out only on the basis of relevant consents, if such consents have been collected; due to other applicable regulations, in particular the Telecommunications Law Act and the Act on Providing Services by Electronic Means; to ensure security and prevent fraud and abuse; to organise promotional activities, promotional programmes and campaigns in which Customers may participate; to handle requests made using the contact form, other requests, including accountability (for the legitimate purpose of responding to requests and enquiries made using the contact form or otherwise, including the storage of such requests and responses in order to uphold the principle of accountability) (Article 6, paragraph 1, point f of the GDPR).

10.3. Customers' personal data are processed in compliance with appropriate security measures that meet the requirements of Polish law, including the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data

Protection Regulation; referred to herein as “GDPR”), including taking into account the principles of Article 5 of the GDPR, i.e. principles of fairness and transparency, purpose limitation, lawfulness, data minimisation, accuracy, storage limitation, as well as integrity and confidentiality.

- 10.4. The recipients of personal data are respectively:
- a) for the implementation of the distance sales agreement – cooperating entities (providing services) within the joint TATRY SUPER SKI pass, SkiData card operator;
  - b) in order to complete the order payment process – Dotpay sp. z o.o. (KRS 0000296790), 30-552 Kraków (Polska), ul. Wielicka 72;
  - c) in each case, state authorities or other entities entitled under the law, in order to perform duties imposed by the law, e.g. police, public prosecutor's office, tax office;
  - d) entities providing marketing services – in order to support the promotion of goods, organisation of promotional campaigns;
  - e) entities operating IT systems and providing IT services – with respect to maintaining the correct operation of the system, its updates, repairs, and the introduction or improvement of functionality.
- The data will be shared with third parties only on a legally permissible basis and within the limits.
- 10.5. The Service Provider appropriately marks and highlights the personal data which are necessary due to the nature of the agreement with a specific content or the manner of its implementation. Due to the nature of the agreement in which the ordered pass is intended for a person other than the person filling in the form, the data of such person only in terms of birth date and name – may come from the person who fills in the form in the sales panel (in this case the Service Provider does not have other data of such person, including his/her contact details). Refusal to provide data marked in the manner specified above shall result in refusal to provide a given service by the Service Provider or in the impossibility to effectively submit an offer to the Recipient to conclude a distance sales agreement (including an offer with a specified content). In the remaining scope, failure to provide data (or unitary data) may hinder or prevent the proper performance of other functionalities or service available on the website [www.tatrysuperski.pl](http://www.tatrysuperski.pl). Providing personal data by the Customer is voluntary, but to the extent referred to in the preceding sentence, necessary for the implementation of the agreement.
- 10.6. Personal data are stored for no longer than is necessary for the purposes described above – including the proper functioning of the Administrator's business, taking into account the periods of limitations on claims and the period justified by the need to keep accounting records in accordance with the provisions of law obliging the Administrator to store documents (taking into account the statute of limitations on tax liability) and at the same time keeping the accountability principle.
- 10.7. The Service Provider shall also inform the data subject:
- a) about the right to demand from the Administrator the access to personal data concerning the data subject, their rectification, erasure or restriction of the processing or the right to object to the processing, as well as the right to transfer the data – provided that the provisions of law do not limit these rights in a given case; as well as about the right to lodge a complaint to the supervisory authority – the President of the Personal Data Protection Office
  - b) that, where processing takes place on the basis of a statement of consent (legal basis in Article 6 paragraph 1, point a or Article, 9 paragraph 2, point a) – the person giving such consent shall have the right to withdraw consent at any time without prejudice to the lawfulness of processing which has been carried out on the basis of consent prior to its withdrawal
  - c) that personal data will be deleted at the end of the storage period in accordance with legal regulations;
- 10.8. The Service Provider shall also inform the data subject that the [www.tatrysuperski.pl](http://www.tatrysuperski.pl) website may contain external links enabling direct access to other websites (or logging to the website), or during the use of this website, on the Service Recipient's device may be placed additional cookies originating from other entities, in particular suppliers such as the following: Facebook, Instagram in order to enable the use of functionalities of the website integrated with these services. Each of these providers sets down the rules of using cookies in the own privacy policy, thus the Administrator informs that he doesn't control the privacy policy of these providers as well as their use of cookies. For security reasons, it is thus recommended that before using the functionality/resources offered by other websites or services, each Service Recipient should read the regulations regarding the privacy policy and the use of cookies policy by these entities, provided they have been made available, and in case of their absence he shall contact the administrator of these websites and services in order to obtain information in this regard.



- 10.9. The co-administrators shall not take decisions by automated means within the meaning of the GDPR.
- 10.10. 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 Card at the following e-mail address: [tatrysuperski@gmail.com](mailto:tatrysuperski@gmail.com).

## 11. FINAL PROVISIONS

- 11.1. Recognition of individual provisions of these Terms and Conditions in the manner provided for by law as invalid or ineffective, does not affect the validity or effectiveness of the remaining provisions of the Terms and Conditions. Instead of the invalid provision, the rule which is closest to the objectives of the invalid provision and the whole of these Terms and Conditions will be applied.
- 11.2. In matters not provided for in these Terms and Conditions, the provisions in force on the territory of the Republic of Poland shall apply, as far as it is legally possible for the consumer, and in particular the Civil Code, the Act on Providing Services by Electronic Means, the Act on Consumer Rights, GDPR.
- 11.3. The Seller reserves the right to amend the Terms and Conditions in accordance with the following sentences. Amendments to the Terms and Conditions are effective from the moment they are clearly indicated and placed on the website of the [tatrysuperski.pl](http://tatrysuperski.pl) service. Agreements concluded before the amendment to the Terms and Conditions shall be subject to the previous Terms and Conditions (each time valid at the moment of concluding a given agreement) – therefore the amendment to the Terms and Conditions shall not apply to agreements which were concluded before the amendment.
- 11.4. Settlement of any disputes between the Seller and a person who is not a Consumer against the background of services provided by the Seller/concluded agreements between these entities (including in the case of withdrawal) shall be submitted to the court locally competent for the city of Kraków.
- 11.5. In the case of disputes involving the Consumer, it is possible to use out-of-court means of dealing with complaints and asserting claims. In such a situation, the Consumer may request the intervention of a Consumer Advocate or use mediation (provided that to it – the mediation – the Seller agrees). Access to these procedures is described in the Code of Civil Procedure and in the Act on Competition and Consumer Protection. Details on the methods of and access to out-of-court forms of dispute settlement can also be found on the website of the Office of Competition and Consumer Protection at the address: [http://www.uokik.gov.pl/spory\\_konsumerckie.php](http://www.uokik.gov.pl/spory_konsumerckie.php). The Seller also informs that the platform for online dispute resolution between consumers and traders at the EU level (ODR platform) is available at the following link: <https://ec.europa.eu/consumers/odr> - in accordance with Regulation (EU) 524/2013 of the European Parliament and of the Council of 21 May 2013.
- 11.6. These Terms and Conditions shall apply from 1 December 2018.

### List of appendices to the Terms and Conditions:

Appendix 1 Specimen of the declaration of withdrawal from a distance sales agreement

Appendix 2 – Terms of use of the Tatry Super Ski Pass

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Appendix 1 – Specimen of the declaration of withdrawal from a distance sales agreement

**SPECIMEN OF THE FORM OF WITHDRAWAL FROM AN AGREEMENT**  
(this form must be completed and returned only if you wish to withdraw from an agreement)

[Sender]

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[Addressee]

Kotelnica Białczańska Ski Resort sp. z o.o. z o.o.  
ul. Środkowa 181b  
34-405 Białka Tatrzańska  
E-mail address: karnety@bialkatatrzańska.pl

I/We<sup>(\*)</sup> hereby give notice of my/our withdrawal from the agreement for the following goods<sup>(\*)</sup>: \_\_\_\_\_

---

Date of agreement conclusion<sup>(\*)</sup>/collection<sup>(\*)</sup> \_\_\_\_\_

Order number: \_\_\_\_\_

First name and surname of the consumer(s) \_\_\_\_\_

Address of consumer(s) \_\_\_\_\_

Signature of consumer(s) (only if the form is sent in the paper version) \_\_\_\_\_

Date \_\_\_\_\_

<sup>(\*)</sup> Delete as appropriate.

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## 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>

