

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 Commercial Department of the National Court Register under KRS number: 0000067900, REGON [National Official Business Register] No. 492034101, NIP [Tax Identification Number]: 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 as a consumer (excluding purchase for the purpose of carrying out any form of profit-making activity), 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** (*Ski Centre Kotelnica Białczańska sp. z o.o., headquartered at: ul. Środkowa 181 b, 34-405 Białka Tatrzańska, KRS: 0000067900,*
 - 3.2. **Czarna Góra – Koziniec** ("**CZARNA GÓRA – KOZINIEC**" sp. z o.o.), headquartered at: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680);
 - 3.3. **Hawrań – Jurgów** ("**Centrum Wypoczynku i Rekreacji "HAWRAŃ"** sp. z o.o.", headquartered at: ul. Podokólna 1, 34-532 Jurgów, KRS: 000021509);
 - 3.4. **Czorsztyn – Ski** (**CZORSZTYN-SKI** sp. z o.o., headquartered at: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512);
 - 3.5. **Kaniówka** (*Stacja narciarska Kaniówka sp. z o.o., headquartered at: ul. Kaniówka 19E, 34-405 Białka Tatrzańska, KRS: 00001024735*)
 - 3.6. **Bania** (**BANIA** spółka z ograniczoną odpowiedzialnością sp. k., headquartered at: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410);
 - 3.7. **Polana Szymbarkowa** (*Dorado Sp. z o.o., headquartered at: Polana Szymbarkowa 2, 34-500 Zakopane, KRS: 0000180393,*
 - 3.8. **Harenda – Wyciągi** ("**Harenda – Wyciągi**" sp. z o.o. headquartered at: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080);
 - 3.9. **Witów – Ski** ("**WITÓW-SKI**" sp. z o.o. headquartered at: Witów 205c, 34-512 Witów, KRS: 0000253245);
 - 3.10. **Stacja Narciarska Suche** (*Stacja Narciarska SUCHE sp. z o.o., headquartered at: Suche 103 b, 34-520 Poronin, KRS: 0000302489);*
 - 3.11. **Grapaski** ("**Grapaski**" sp. z o.o., headquartered at: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144);
 - 3.12. **Bachledka Ski & Sun s.r.o.** (*headquartered at: Bachledová dolina 702, 059 55 Ždiar, Slovakia, DIC DPH SK 2021681618*)
 - 3.13. **Rusiń-Ski** (**RUSIŃSKI – SKI** sp. z o.o., headquartered at: Bukowina Tatrzańska ul. Wierch Rusiński 70, KRS: 0000231704)
 - 3.14. **Meander Invest s.r.o.** (*headquartered at: ul. M.R. Štefánika 1821, 026 01 Dolný Kubín, Slovakia IČO:44820313*)
 - 3.15. **Długa Polana** (*Długa Polana sp. z o.o., headquartered at: ul. Oleksówki 6a 34 – 400 Nowy Targ, KRS: 0000480107*)
 - 3.16. **Strachan Ski Centrum, ZORLAND, s.r.o.** (*headquartered at: Ždiar 530, 059 55 Ždiar Slovakia, IČO:47 591 323, DIČ:202 409 7240*)
 - 3.17. **Horników Wierch** (*Wyciąg Narciarski "Horników Wierch" s.c. headquartered at: ul. Kaniówka 15, 34-405 Białka Tatrzańska NIP 736 10 25 930*)
 - 3.18. **Ski Centrum Ždiar, s.r.o** (*headquartered at: Ždiar, 530, 059 55 Ždiar, Slovakia, DIC DPH SK 2024097284*

4. Entitlement – a record in the access control system which enables, upon its activation on the Carrier, the use of services resulting from the purchased TATRY SUPER SKI Pass in all Ski Centres (indicated above: Definitions item 3).
5. Carrier - Entitlement carrier in the form of Skidata KeyCard RFID card (Card) or a mobile phone running the 'key2ski' application. Only Cards bearing the markings of TATRY SUPER SKI or Partners belonging to the TATRY SUPER SKI project are approved for distribution (it is not possible to record Entitlement on other data carriers). The Card is reusable and allows to record and store information about the Entitlement. A deposit is charged for the issue of the Card. The prerequisite for using the Pass using the 'key2ski' application is to turn on the Bluetooth function and leave the app on / working in the background.
6. TATRY SUPER SKI Pass (PASS) – a carrier with Entitlement data saved on it that allows, during its validity period, an unlimited number of chairlift and ski lift rides at the Ski Centres which are available and open at the time of using such entitlements in line with the rules specified in these Regulations.
7. **NEW in the 2024/2025 season** – a PASS for at least 2 days shall entitle an individual to use two chairlifts in the Kasprowy Wierch area: in Dolina Gąsienicowa and Dolina Goryczkowa.
NOTE: The PASS does not include the Kuźnice – Kasprowy Wierch cable car travel. In order to effectively use the PASS, it is necessary to purchase an additional ticket for the Kuźnice – Kasprowy Wierch cable car or to reach the lower stations of the chairlifts in Dolina Goryczkowa or Gąsienicowa on foot or by ski touring, in the manner prescribed for tourist traffic applicable in the Tatra National Park.
In addition, a **topped-up PASS** cannot be Activated or Personalised on the lifts in the Kasprowy Wierch area. These lifts also do not provide the option of transferring the Entitlement from the Mobile Carrier to the Card.
These aforementioned activities must be carried out in other Ski Centres belonging to the Tatra Super Ski system.
This season, PKL S.A. does not sell TATRY SUPER SKI PASSES nor does it handle returns or complaints. However, it provides the ski infrastructure described above to SKI PASS holders.
8. The following PASSES are available in the winter season. Please see the table below for information on their Activation and Personalisation:
 - a) 4-Hour Pass – valid for 4 hours in the Season period indicated by the user, counted from the moment of Activation and Personalisation of the PASS, only on the day on which it occurred, but no longer than until the closing of the Ski Centre on that day.
 - b) After 4 PM Pass – a discounted hourly pass that entitles the user to enjoy the Ski Centres from 4:00 PM until the closing hours of each Ski Centre,
 - c) Daily Pass – 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 the PASS is valid,
 - d) Pass for any 14 days in the season – valid for any (not necessarily consecutive) 14 days during the ski season. The PASS expires upon its use on the 14th day or closing of the last Ski Centre upon the conclusion of the ski season.
9. Activation – commencement of the Entitlement that begins depending on the PASS type, date and method of its acquisition, according to the rules set forth in the table below,
10. Personalisation – the action of assigning a PASS to a specific User and commencing the use of Entitlement in the manner presented in the table below:

ONLINE SALES			
Pass type	PASS purchased for the Pre-Christmas Season	PASS purchased for: Christmas Season, High Season, Low Season	PASS purchased for selected days: (from the calendar)
4-hour Pass	<p>Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season, but the PASS purchased for the Pre-Christmas Season can be Activated and Personalised no later than on 24 December, 2024.</p>	<p>Activation and Personalisation occur at the time of passing through the gate in the selected Season or each subsequent Season.</p>	<p>Activation of the Pass is carried out on the first day indicated at the time of purchase, Personalisation is carried out at the time of the first pass through the gate on the days indicated at the time of purchase.</p>
Pass after 4:00 PM			
1 Day			
2 days			
3 days			
4 days			
5 days			
6 days			
7 days			
3 of 5 days			
5 of 7 days			
Pass for any 14 days in the season	<p>Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season.</p>		

11. **Carrier Top-up** – the action of assigning the Entitlements resulting from the purchased Pass to the Customer's designated Card or designated Bluetooth Pass account.
12. **Online pass sales system** – an IT system enabling the purchase a PASS available in the sales panel of this system, as well as ordering a Carrier in the form of a Card for a deposit specified in the sales panel.
13. **Electronic ticket** – a document confirming the purchases made by the Customer.
14. **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, as well as the possibility of purchasing voluntary insurance valid exclusively in Poland, in accordance with the information provided on <https://tatrysuperski.pl/insurance>
15. Price List – a list of prices of Entitlements (once saved on the carrier, which is the PASS) for particular groups and individuals by Season, each time available in the online sales panel and specified on the <https://tatrysuperski.pl> website. The price of PASSES does not include the deposit for the Carrier.
16. Insurance – valid only within the territory of Poland. Its purchase is recommended, but not mandatory. The purchase is only possible together with the PASS. Detailed information on insurance coverage and terms and conditions is available at tatrysuperski.pl/insurance
17. Pre-sale – the opportunity to make online purchases of a PASS (for the periods indicated in item 18 below) available from 14 October, 2024 until the day preceding the opening of the first of the Ski Centre.
18. The Ski Season is divided into the following season periods:
 - 18.1. Pre-Christmas Season (Pre-Christmas Period) – a period from the start of the ski season (from the opening of the first Ski Centre) until 24 December, 2024.
 - 18.2. Christmas Season (Christmas Period) – a period from 25 December, 2024 to 7 January, 2025.

18.3. High Season – a period from 8 January, 2025 to 9 March, 2025.

18.4. Low Season – a period from 10 March, 2025 until the end of the winter season (closing of the last Ski Centre).

19. Rules for the use of the Carrier in the form of a phone:

a) Please download the "key2ski" application on your phone. The application is supported by iOS phones (Apple iPhone 6s/6s plus and above) and Android (version 8 and above). The application is not supported by Huawei, Oppo, Xiaomi brand phones. Mobile Flow technology, which allows passing through with the use of a phone that features the latest version of the 'key2ski' application installed and running.

The 'key2ski' application additionally requires the following:

- Bluetooth access and enabling the function,
- access to the location service with the exact location function and enabling this feature,
- access to a working camera (required to scan ticket code),
- Internet access (required only for the time of ticket activation).

b) This Carrier is serviced only at the specially marked gates of the following Ski Centre:

- Kotelnica Białczańska,
- JurgówSki,
- SkiSuche,
- Kaniówka,
- Horników Wierch,
- Szymoszkowa
- Bania Ski.

If you want to enjoy the same Entitlement in other Ski Centres, it is necessary to transfer it onto the Card. Transfer of your Entitlement can be made at the ticket offices of Ski Centres, excluding the PKL Kasprowy Wierch station. It is not possible to transfer Entitlements from the Card back to the Carrier in the form of a phone with the 'key2ski' application.

c) In case of technical problems, please report to the ticket office at the ski centre to transfer the Entitlement to the Card Carrier. The provisions pertaining to the deposit and the rules for the return of such Card shall apply accordingly (among other things, a replacement Carrier in the form of a Card requires the payment of the Deposit).

d) Instructions for installing the "key2ski" application that supports the pass on the phone:

<https://tatrysuperski.pl/assets/public/Instrukcja%20-%20instalacja%20aplikacji%20key2ski.pdf>

DISCOUNTS AND REBATES ON INTERNET SALES

20. In the case of an online purchase, a discount is granted based on the price of the PASS available for the respective season (section 18 above) in the offline sale. The amount of the discount due depends on when the purchase is made, according to the following schedule:

- Purchase between 14 and 27 October 2024 – 10% discount
- Purchase between 28 October and 10 November 2024 – 9% discount
- Purchase between 11 and 24 November 2024 – 8% discount
- Purchase between 25 November and 8 December 2024 – 7% discount
- Purchase between 9 and 24 December 2024 – 6% discount
- Purchase between 25 December 2024 and 9 March 2025 – 3% discount

Example – purchase of a PASS

The low-season all-day pass for one adult costs PLN 165. A customer purchases this pass online on 14 October 2024, paying PLN 148.50 for it, thanks to the 10% discount described in section 20(I) above. The same pass, but purchased on 29 October 2024, will cost PLN 150.15 in the online sales, as the discount for this period will be 9% on the price of PLN 165, in accordance with section 20(II) above.

The high-season all-day pass for one adult costs PLN 170. A customer purchases this pass online on 20 December 2024, paying PLN 159.80 for it, thanks to the 6% discount described in section 20(V) above. The same pass, but purchased on 10 January 2025, will cost PLN 164.90 in the online sale, as the discount during this period will be

3% on the price of PLN 170, and this is in accordance with section 20 above.

- 21) The rebates set out in section 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.
- 23) 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 22 December 2024 to 27 December 2024, 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. Activation of the pass does not require use at the gates. It occurs on the first day indicated at purchase here it is 22 December 2024 and personalisation can take place from 22 to 27 December at the time of the first use of the pass at the gates.

21. GENERAL PROVISIONS

- 21.1. 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.
- 21.2. 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 Customer will receive a confirmation of the transaction (an electronic ticket constituting proof of purchase) to their e-mail address.
- 21.3. 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).
- 21.4. 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.
- 21.5. The subject of remote agreements are only Cards and Entitlements (constituting traditional PASSES, or Bluetooth PASSES after they have been saved on the carrier) and Insurance in the sales panel.
- 21.6. The Seller has the contractual right to withdraw from a remote agreement within fourteen 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.
- 21.7. 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.
- 21.8. All information, data and materials made available on www.tatrysuperski.pl (including, without limitation, names, logos, the price list, as well as graphics, colours 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.
- 21.9. 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.

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

- 22.1. 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).
- 22.2. The Customer places an Order by selecting the type and quantity of ordered goods (Day Passes or Hourly Passes; or Cards, including voluntary insurance – the purchase of which is recommended but optional and can be cancelled at subsequent purchase stages) 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.
- 22.3. In the online pass sales system, the Customer can choose whether to purchase a traditional Pass (in which the Carrier is a Card) or a Bluetooth Pass (in which the Carrier is a mobile phone running the "key2ski" application).
- 22.4. After choosing to purchase a Pass, the Customer can choose from hourly and daily passes, which can be purchased for the periods (seasons) indicated in the system, or a pass for a specific date by making a selection in the calendar.
- 22.5. When purchasing a traditional Pass, after making the selection specified in section 22(4), add the purchase to the shopping cart and choose to purchase a new Card (Keycard), which you will pick up at the Ski Centre Cashier's Office. The Customer can choose a Card already saved in their account, or add a new Card, if they already have one.
- 22.6. After paying for a traditional Pass, the client receives a ticket that can be picked up at the ticket office or ticket machine (KARNET cannot be picked up at the ski lifts in the Kasprowy Wierch area). If the Customer chooses insurance, they will additionally receive a certificate confirming their coverage.
- 22.7. When purchasing a Bluetooth Pass, after making the selections specified in sections 22(3) and 22(4), one has to indicate the age of the Pass user and confirm it by proceeding to payment stage.
- 22.8. After paying for the Bluetooth Pass, the customer receives a QR code, which must be scanned in the application on the phone that will serve as a PASS. If the Customer chooses insurance, they will additionally receive a certificate confirming their coverage.
- 22.9. 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 age of the PASS user, the e-mail address to which the Electronic Ticket will be sent after payment of the Order), and it is the Customer who is solely responsible for the consequences of not observing with this obligation.
- 22.10. 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). At the same time, when the Order is placed, the goods indicated in the Order (selected passes and optionally insurance valid only in Poland, if it is selected) are reserved. On-line payments are made via the "Dotpay 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).
- 22.11. 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 "PayPro S.A."

service, as referred to in the preceding point, the Seller accepts the Customer's offer (the moment of conclusion of the agreement).

- 22.12. 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.
- 22.13. 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.
- 22.14. If a traditional Pass is purchased, the Customer who does not have their own Card may order it and then the price of the order will be increased by the amount of deposit for the Card as shown in the sales panel. In the sales panel you can see a summary of purchased goods, which includes the selected Pass and, depending on your choice, insurance and the deposit for the Card. Please note that the closed full catalogue of Ski Centres that support the Bluetooth Pass is presented in section 19(b). Should there be any change to the Ski Centres indicated there, it will be necessary to transfer the Entitlement to the Card at the Ski Centres' ticket offices (already owned Card or a newly purchased one against payment of a deposit). Thereafter, it is not possible to transfer the Entitlement back to the Carrier in the form of a phone, but it is possible to use the Ski Centres listed in section 19(b) using the Card.

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

- 23.1. 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.
- 23.2. In the case of ordering a PASS with a card, including insurance, their collection takes place on the premises of the Ski Centres which are open at the time of collection, at specially marked ticket offices or machines – if available. Cards are not sent to the Customer's address. The Customer must present their electronic ticket at the time of collection.

24. CARRIER TOP-UP

- 24.1. A Customer who holds a Card may assign the Entitlement resulting from an ordered Pass to their Card by providing the Card's serial number at the time of ordering, in accordance with the messages displayed in the sales panel.
- 24.2. A Customer who holds a Bluetooth Pass on a phone with the "key 2 ski" application can assign a new purchased Entitlement to the same phone by scanning the QR code received in the purchase acknowledgement using the "key 2 ski" application.

Note when purchasing a Bluetooth Pass, it is possible to activate several Passes on one phone. To avoid this, remember not to scan all ordered passes with one phone.

- 24.3. A Topped-up Carrier cannot be personalised on chairlifts in the Kasprowy Wierch area: Dolina Gąsienicowa and Dolina Goryczkowa. Use of a Topped-up Carrier at these lifts is possible only if it has been previously personalised at one of the other Ski Centres. Passes purchased online cannot also be collected at the Kasprowy Wierch area chairlift ticket offices.

Example:

*The Customer has charged their Card with a 4-day Pass on the dates they selected. The Customer is going to use the chairlift in Dolina Gąsienicowa and 3 other Ski Centres. The first use of such a Carrier (personalisation) may not take place in Dolina Gąsienicowa but at any of the other Centres. The Customer will be able to use the Topped-up Carrier in the Kasprowy Wierch area if they start using the Topped-up Carrier (personalises it) in another Ski Centre **We draw your attention to the need of prior personalisation of the Carrier in any Ski Centre before skiing in the Kasprowy Wierch area due to difficult access to chairlifts in Dolina***

Gąsienicowa and Dolina Goryczkowa (necessity to purchase a ticket for the Kuźnice - Kasprowy Wierch cable car or reach the lower stations of chairlifts on foot or by ski-tour)

- 24.4. The general rules for the validity period of an Entitlement for a specific winter season on a Topped-up Carrier shall apply to the validity period of an Entitlement as indicated above, provided that:
- the validity period of the Entitlement starts upon personalisation of the Topped-up Carrier (in terms of the Entitlement added to it), except for chairlifts in the Kasprowy Wierch area. Passes for the Pre-Christmas period cannot be activated after 24 December 2024.
 - in the event that a previous Entitlement is still valid on the Topped-up Carrier, the validity of the Topped-up Entitlement will not begin until the expiration of the previous Entitlement;

Example:

A Customer holding a Carrier in the form of an RFID card with a 4-hour Entitlement (4-hour Pass) valid until 1:00 p.m. on 20 December, purchases a 2-Day Pass on 20 December at 11:00 a.m. If, after 1 p.m. on the same day, the Customer places the Topped-up Carrier close to the gate reader at any Ski Centre (with the exception of chairlifts in the Kasprowy Wierch area) another Entitlement will commence (personalisation and activation 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 Entitlement.

25. VAT INVOICES

- 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.
- 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).
- 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.
- The collected refundable deposit for the Pass is not documented by the VAT invoice.

26. COMPLAINTS

- The Customer has the right to file a complaint. A proof of purchase is required to make a complaint.
- A complaint should be reported to the Seller's Customer Service by sending an e-mail to: karnety@bialkatarzanska.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.
- 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.
- 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.
- The Seller shall respond to the complaint within fourteen days of its filing.
- Each complaint is handled in accordance with the law.
- The above provision applies accordingly in the case of a complaint about a service provided electronically.
- 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.

27. WITHDRAWAL FROM THE AGREEMENT

- 27.1. After the purchase of an Entitlement, but before the Personalisation of the Card, the Consumer may withdraw from the agreement for the purchase of the PASS without giving reasons for withdrawal and without incurring costs. The deadline for such withdrawal expires on the last day of the end of the ski season in which the purchase took place.
- 27.2. The statement of withdrawal may be sent electronically.
- 27.3. 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.
- 27.4. In the case of withdrawal from the agreement by the Consumer, the price paid by the Customer 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. The refund includes the purchase price paid by the Customer for the Pass and the insurance purchased. If the Pass is purchased online and then collected at the Ski Centres Ticket Office, it is possible to get a refund of the price of the Pass in case of withdrawal from the agreement (only before Personalisation of the Pass). In order to claim back the price for the insurance purchased, it is necessary to submit the appropriate statement electronically.

Example:

A Customer purchased a PASS electronically. The Customer did not collect the Card at the Ski Centre's Ticket Office and, before the end of the season, he changed his mind and submitted a statement using an electronic template. He will then receive a refund of the price paid within 14 days of receipt by the Seller of this statement. The same situation will be with a Customer who purchases a PASS electronically with voluntary insurance, as the Seller will then receive a refund of the paid price for the PASS and insurance within 14 days of receipt by the Seller of such statement.

NOTE: A Customer purchased a PASS electronically with voluntary insurance. The Customer collected the Card at the Ski Centre's Ticket Office but did not Personalise it by presenting it to the reader. Later, the Customer submitted a statement of withdrawal to the Ski Centre's Ticket Office. The Customer will then receive a refund of the price paid for the Pass within 14 days of the Seller receiving this statement. However, the Customer will not be reimbursed for the insurance purchased. The Customer will have to make a statement electronically to be reimbursed for the insurance.

- 27.5. 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.

28. TYPES AND SCOPE OF ELECTRONIC SERVICES AND TECHNICAL REQUIREMENTS

- 28.1. 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.
- 28.2. The Customer may use the services available through the online sales panel described in point 28.1. above subject to compliance with the technical conditions of the ICT system, referred to in point 28.3. 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.

28.3. 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.

28.4. 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).

28.5. The Recipients are prohibited from providing unlawful content.

29. PERSONAL DATA

29.1. 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 (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.

29.2. 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).

29.3. 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.

29.4. 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.

29.5. Data shall be made available to third parties only on the terms and within the limits permitted by law.

29.6. 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.

29.7. 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.

29.8. 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;

29.9. 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.

29.10. Co-controllers shall not take decisions by automated means within the meaning of GDPR.

29.11. 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

30. FINAL PROVISIONS

30.1. 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.

- 30.2.** 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.
- 30.3.** 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.
- 30.4.** 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.
- 30.5.** 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.
- 30.6.** The Rules shall apply from 17-12-2024.

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.

Appendix 2 – Regulations of the Tatry Super Ski Pass

TERMS AND CONDITIONS FOR USING THE TATRY SUPER SKI PASS

I. DEFINITIONS

- 2) 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 Polish Civil Code, the Consumer is a natural person performing with the entrepreneur (Seller) a legal act which is not directly related to its business or professional activities.
- 3) Ski Resort - an entity belonging to the joint system TATRY SUPER SKI, 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 number: 0000067900);
 - (2) Czarna Góra – Koziniec ('CZARNA GÓRA – KOZINIEC' sp. z o.o., registered office address: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS number: 0000239680);
 - (3) Hawrań – Jurgów ('Centrum Wypoczynku i Rekreacji "HAWRAŃ"' sp. z o.o., registered office address: ul. Podokólne 1, 34-532 Jurgów, KRS number: 000021509);
 - (4) Czorsztyn – Ski (CZORSZTYN-SKI sp. z o.o., registered office address: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS number: 0000038512);
 - (5) Kaniówka (Stacja narciarska Kaniówka sp. z o.o., registered office address: ul. Kaniówka 19E, 34-405 Białka Tatrzańska; KRS number: 00001024735);
 - (6) Bania (BANIA spółka z ograniczoną odpowiedzialnością sp. k., registered office address: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS number: 0000565410);
 - (7) Polana Szymoszkowa (Dorado Sp. z o.o., registered office address: Polana Szymoszkowa 2, 34-500 Zakopane, KRS number: 0000180393);
 - (8) Harenda – Wyciągi ('Harenda – Wyciągi' sp. z o.o., registered office address: ul. Harenda 21A, 34-500 Zakopane, KRS number: 0000214080);
 - (9) Witów – Ski ('WITÓW-SKI' sp. z o.o., registered office address: Witów 205c, 34-512 Witów, KRS number: 0000253245);
 - (10) Stacja Narciarska Suche (Stacja Narciarska SUCHE sp. z o.o., registered office address: Suche 103 b, 34-520 Poronin, KRS number: 0000302489);
 - (11) GRAPASKI ('GRAPASKI' sp. z o.o., registered office address: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS number: 0000216144);
 - (12) Bachledka Ski & Sun s.r.o. (registered office address: Bachledová dolina 702, 059 55 Ždiar, Slovakia, DIC DPH SK 2021681618)
 - (13) Rusiń-Ski (RUSIŃSKI – SKI sp. z o.o., registered office address: Bukowina Tatrzańska ul. Wierch Rusiński 70, KRS number: 0000231704)
 - (14) Meander Invest s.r.o. (registered office address: ul. M.R. Štefánika 1821, 026 01 Dolný Kubín, Slovakia IČO: 44820313)
 - (15) Długa Polana (Długa Polana sp. z o.o., registered office address: ul. Oleksówki 6a 34 – 400 Nowy Targ, KRS number: 0000480107)
 - (16) Strachan Ski Centrum, ZORLAND, s.r.o. (registered office address: Ždiar 530, 05955 Ždiar Slovakia, IČO: 47 591 323, DIČ: 202 409 7240)
 - (17) Horników Wierch (Wyciąg Narciarski 'Horników Wierch' s.c., registered office address: ul. Kaniówka 15, 34-405 Białka Tatrzańska, NIP 736 10 25 930)
 - (18) 'Ski Centrum Ždiar', s.r.o based in Ždiar, 530, 059 55 Ždiar, Slovakia, DIC DPH SK 2024097284

- 4) Entitlement – a record in the access control system which enables, upon its activation on the Carrier, the use of services resulting from the purchased TATRY SUPER SKI Pass in all Ski Resorts (indicated above: I Definitions item 2).
- 5) Carrier - Entitlement carrier in the form of Skidata KeyCard RFID card (Card) or a mobile phone running the 'key2ski' application. Only Cards bearing the markings of TATRY SUPER SKI or Partners belonging to the TATRY SUPER SKI project are approved for distribution (it is not possible to record Entitlement on other data carriers). The Card is reusable and allows to record and store information about the Entitlement. A deposit is charged for the issue of the Card. The prerequisite for using the Pass using the 'key 2 ski' application is to turn on the Bluetooth function and leave the app on / working in the background.
- 6) TATRY SUPER SKI Pass (PASS) – a carrier with Entitlement data saved on it that allows, during its validity period, an unlimited number of chairlift and ski lift rides at the Ski Centres which are available and open at the time of using such entitlements in line with the rules specified in these Regulations.
- 7) **NEW in the 2024/2025 season** – a PASS for at least 2 days shall entitle an individual to use two chairlifts in the Kasprowy Wierch area: in Dolina Gąsienicowa and Dolina Goryczkowa.
NOTE: this entitlement does not include the Kuźnice – Kasprowy Wierch cable car. In order to effectively use the PASS, it is necessary to purchase an additional ticket for the Kuźnice – Kasprowy Wierch cable car or to reach the lower stations of the chairlifts in Dolina Goryczkowa or Gąsienicowa on foot or by ski touring, in the manner prescribed for tourist traffic applicable in the Tatra National Park. Entitlements topped up via the Internet to the existing and owned carrier cannot be activated and personalised on the lifts in the Kasprowy Wierch area. These activities must be carried out in other Ski Resorts belonging to the Tatra Super Ski system.
This season, PKL S.A. does not sell TATRY SUPER SKI PASSES nor does it handle returns or complaints. However, it provides the ski infrastructure described above to SKI PASS holders.
- 8) The following PASSES are available in the winter season. Please see the table below for information on their Activation and Personalisation:
 - a) 4-Hour Pass – valid for 4 hours in the Season period indicated by the user, counted from the moment of Activation and Personalisation of the PASS, only on the day on which it occurred, but no longer than until the closing of the Ski Resort on that day.
 - b) After 4 PM pass – a discounted hourly pass that entitles the user to enjoy the Ski Resorts from 4:00 PM until the closing hours of each Ski Resort,
 - c) Daily pass – 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 Resort on the last day the PASS is valid,
 - d) Bundle Pass – a Carrier with Entitlement saved on it and, additionally, an entitlement to access Thermal Baths listed in I. 15).
 - e) Pass for any 14 days in the season – valid for any (not necessarily consecutive) 14 days during the ski season. The PASS expires upon its use on the 14th day or closing of the last Ski Resort upon the conclusion of the ski season.
- 9) Activation – commencement of the Entitlement that begins depending on the PASS type, date and method of its acquisition, according to the rules set forth in the table below,
- 10) Personalisation – the action of assigning a PASS to a specific User and commencing the use of Entitlement in the manner presented in the table below:

Table of PASS Activation and Personalisation BY PURCHASE MANNER:

TICKET OFFICE SALES			
Pass type, sale type		PASS purchased by December 24, 2024	PASS purchased from December 25, 2024
TTC	Ho	Activation and Personalisation of the PASS takes place at	Activation and

		the time of passing through the gate, but no later than on December 24, 2024. It is possible to purchase a Christmas Season PASS, in which case its Activation and Personalisation takes place at the time of passing through the gate on any day of the season starting from December 25, 2024.	Personalisation of the PASS occur at the time of passing through the gate on any day of the season.
	Daily and multi-day	Activation occurs at the time of issuance of the PASS or the User may specify the day of Activation. Personalisation occurs at the time of passing through the gate.	
	Pass for any 14 days in the season	Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season.	
TICKET MACHINE SALES			
Pass type, sale type		PASS purchased by December 24, 2024	PASS purchased from December 25, 2024
SKI RESORT TICKET MACHINE	Hourly	Activation and Personalisation of the PASS takes place at the time of passing through the gate, but no later than on December 24, 2024. It is possible to purchase a Christmas Season PASS, in which case its Activation and Personalisation takes place at the time of passing through the gate on any day of the season starting from December 25, 2024.	Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season.
	Daily and multi-day	Until 5:00 PM PASS Activation is completed upon the issuance of the pass (passing through the gate is not required). After 5:01 PM PASS Activation is completed on the following day. Personalisation always occurs at the time of passing through the gate.	
		Pass for any 14 days in the season	Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season.

ONLINE / MOBILE SALES		
Pass type	PASS purchased for the Pre-Christmas Season	PASS purchased for one of the following seasons: Christmas Season, High season, Low Season,
4-hour pass	Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season, but the PASS purchased for the Pre-Christmas Season can be activated and Personalised no later than on December 24, 2024.	Activation and Personalisation occur at the time of passing through the gate in the selected Season or each subsequent Season.
Pass after 4:00 PM		
1 Day		
2 days		
3 days		
4 days		

5 days	
6 days	
7 days	
3 of 5 days	
5 of 7 days	
Pass for any 14 days in the season	Activation and Personalisation of the PASS occur at the time of passing through the gate on any day of the season.

- 11) Price List – a list of prices of Entitlements for particular groups and individuals by Season, each time available in the online sales panel and specified on the www.tatrysuperski.pl website. The price of Entitlements does not include the deposit for the Carrier.
- 12) Insurance – valid only within the territory of Poland. Its purchase is recommended, but not mandatory. It is possible to purchase it with a PASS only. The insurance is available at the Ski Resorts' ticket offices: Bania Ski, Kotelnica Białczańska, Grapa Ski as well as when purchasing an ONLINE PASS. Detailed information on insurance coverage and terms and conditions is available at tatrysuperski.pl/insurance
- 13) Pre-sale – the opportunity to make online purchases of a PASS (for the periods indicated in item 14 sections a), b), c) below) available from October 14, 2024 until the day preceding the opening of the first of the Ski Resorts.
- 14) The Ski Season is divided into the following season periods:
 - a) Pre-Christmas Season (Pre-Christmas Period) – a period from the start of the ski season (from the opening of the first Ski Resort) until December 24, 2024.
 - b) Christmas Season (Christmas Period) – a period from December 25, 2024 to January 7, 2025.
 - c) High Season – a period from January 8, 2025 to March 9, 2025.
 - d) Low Season – a period from March 10, 2025 until the end of the winter season (closing of the last Ski Resort).
- 15) Thermal Bath – an entity with thermal baths affiliated with TATRY SUPER SKI, i.e.:
 - a) BANIA spółka z o.o. sp. k. with its seat in Białka Tatrzańska (KRS number: 0000565410, NIP [Tax Identification Number]: 7361719638, REGON: 361149082)
 - b) Meander invest s.r.o. with its seat in: Dolny Kubin, ul. M.R. Stefanika 1821 NIP (ICO DPH) SK2022842404, REGON (ICO) 44 820 313
- 16) Rules for the use of the Carrier in the form of a phone:
 - e) Please download the 'key2ski' application on your phone. The application is supported by iOS phones (Apple iPhone 6s/6s plus and above) and Android (version 8 and above). The application is not supported by Huawei, Oppo, Xiaomi brand phones. Mobile Flow technology, which allows passing through with the use of a phone that features the latest version of the 'key2ski' application installed and running. The 'key2ski' application additionally requires the following:
 - Bluetooth access and enabling the function,
 - access to the location service with the exact location function and enabling this feature,
 - access to a working camera (required to scan ticket code),
 - Internet access (required only for the time of ticket activation).
 - f) This Carrier is serviced only at the specially marked gates of the following Ski Resorts:
 - Kotelnica Białczańska,
 - JurgowSki,
 - SkiSuche,
 - Kaniówka,
 - Horników Wierch,
 - Szymoszkowa
 - Bania Ski.

If you want to enjoy the same Entitlement in other Ski Resorts, it is necessary to transfer it onto the Card. Transfer of your Entitlement can be made at the ticket offices of Ski Resorts,

excluding the PKL Kasprowy Wierch station. It is not possible to transfer Entitlements from the Card back to the Carrier in the form of a phone with the 'key2ski' application.

- g) In case of technical problems, please report to the ticket office at the resort to transfer the Entitlement to the Card Carrier. The provisions pertaining to the deposit and the rules for the return of such Card shall apply accordingly (among other things, a replacement Carrier in the form of a Card requires the payment of the deposit)
- h) Instructions for installing the 'key2ski' application that supports the pass on the phone:
<https://tatrysuperski.pl/assets/public/Instrukcja%20-%20instalacja%20aplikacji%20key2ski.pdf>
- i) more details on 'Buy a pass online and test it in the version available for your phone'
https://tatrysuperski.skiperformance.com/pl/store?skugroup_id=4617#/pl/buy

II. GENERAL PROVISIONS

- 1) All individuals entering the premises of the Ski Resort are obliged to acquaint themselves with these Regulations, as well as the internal regulations of the Ski Resorts (e.g. use of additional attractions or order rules) and comply with their provisions.
- 2) The Regulations define the rules of using the PASS at the Ski Resorts. The condition for the use of the PASS is the possession of the Carrier used to record the Entitlement.
- 3) According to the rules specified in the Regulations, the personalised PASS entitles you to use available and active cable cars and ski lifts during the opening hours of individual Ski Resorts. The opening times of individual cable cars and ski lifts vary and may change during the season. The start and end dates of the winter season may vary for each Ski Resort i.a. due to weather conditions. Information about the current opening hours of individual Ski Resorts can be found, among others, on the website of the selected Ski Resort.
- 4) The information about cable cars and ski lifts available and running at the Ski Resorts on a given day can be found on an information board located in the area of each Ski Resort or on its website.
- 5) In case of a change in the place of use of the PASS (relative to purchase place at a ticket office), the Entitled individual should first check the information about the availability and opening hours of the ski lifts and cable cars of the Ski Resort to which they are going, and it is recommended that such a person takes into account the period of validity of the PASS, the time of travel to the Ski Resort and preparation for the entrance to the slope. The Ski Resorts reserve that the availability of individual ski slopes or cable cars and ski lifts located within the Ski Resorts may be temporarily limited or excluded from use in case of bad conditions, organisation of ski competitions, events or trainings for organised ski groups. Temporary limitation of availability – in this case, participants of competitions or organised ski groups shall be entitled to priority use of cable transport.
- 6) The Regulations shall apply to all types of PASSES.

III. TICKET OFFICES

- 1) PASSES can be purchased exclusively at the Ski Resort ticket offices, ticket machines, authorised points of sale and on the www.tatrysuperski.pl website as well as on the websites of the entities belonging to the Tatry Super Ski system.
- 2) If you wish to obtain a VAT invoice, please inform the cashier prior to proceeding with the purchase, providing NIP [tax ID number] at the same time. A VAT invoice for the purchased PASS can be obtained only on the basis of the proof of purchase (receipt) in the Ski Resort where the PASS was purchased, according to the provisions of law. The collected refundable deposit for the Card is not documented by the VAT invoice.
- 3) The ticket offices of Ski Resorts located in Poland accept credit cards or cash in Polish zloty. In Slovakia, credit cards or cash in EUR are accepted.
- 4) In a justified case, to the extent provided for by law and for the safety of persons using the infrastructure of the Ski Resort, the sales assistant may refuse to sell the PASS, and the Ski Resort may refuse to provide the service (e.g.: if the purchaser is in a state of intoxication).
- 5) PASSES are sold at the price valid on the day of purchase.

- 6) A PASS purchased for the Pre-Christmas Season cannot be used during the Christmas Period, High Season or Low Season. Day passes purchased in the Pre-Christmas Season are activated as of the date of purchase, unless the Customer indicates a different activation date.

IV. TICKET MACHINES

- 1) The sale of a PASS can also be completed using the ticket machine available at each Ski Resort and at ul. Środkowa 179 in Białka Tatrzańska.
- 2) In ticket machines, the purchase of a PASS is made only with payment cards.
- 3) If you want to receive a VAT invoice, please visit the customer service office of the ski resort where the sale was completed. Bring purchase confirmation document issued by the ticket machine of that Resort.

V. TATRY SUPER SKI PASS

- 1) The only person entitled to use the PASS during its validity period is the person who Personalised it.
- 2) The information about the expiry date of the Entitlement is displayed each time on the display of the gate reader of the Ski Resort cable car or ski lift. The information about the type of the Entitlement coded is printed on the Card when it is issued at the ticket offices of the Ski Resorts. This information is also displayed on the phone when using it as an Entitlement Carrier.
- 3) It is not possible to change, extend or postpone the validity of the Entitlement after its purchase.
- 4) A PASS purchased online can be returned using the online form if not activated, but no later than 14 days after the purchase.
- 5) A PASS that has not been Personalised may be returned at the ticket office of the selected Ski Resort no later than the closing date of the last open Ski Resort in the winter season where such a PASS was purchased.
- 6) A refundable deposit of PLN 10 per Card is charged each time the Card is issued. The deposit is not refundable in the event of mechanical or other damage that renders the Card unreadable.
- 7) The transfer (under any legal title) of the PASS is prohibited. In the event of a discrepancy between the data of the original holder of a personalised PASS and the person subsequently using it, the Entitlement recorded on that PASS is blocked.

VI. BUNDLE PASS

- 1) All provisions regarding the rules of use of the PASS also remain valid in respect of the Bundle Pass (SKI + THERMAL BATHS), subject to the following regulations.
- 2) Bundle Pass – Carrier with Entitlement recorded on it and, in addition, entitlement to use selected thermal baths cooperating with Ski Resorts. Detailed information on the Entitlements and Thermal Baths in the Podhale area where the Bundle Pass can be used is indicated in the Price List and in section 4) below. The Bundle Pass 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.
- 3) The price of the Bundle Pass listed in the Price List is the total price allowing the use of the services of the Ski Resorts and selected Thermal Baths affiliated with Tatry Super Ski. The Entitlement price does not include the deposit for the Carrier.
- 4) The Thermal Baths entry included in the Bundle Pass is a service that entitles to use the Thermal Baths for 3 hours, with entry to the Thermal Baths listed below possible only during the following times and periods:
 - a) Terymy Bania from December 25, 2024 to March 9, 2025 from 9:00 AM to 11:00 AM. Entering the Thermal Baths is not possible after 11:00 AM. The Card allows you to use the Thermal Baths for 3 hours, e.g. if you enter at 10:00 AM, you can use the Thermal Baths until 1:00 PM. The Entitlement may be exercised from the date of purchase until April 30, 2025.
 - b) Terymy Bania: after March 9, 2025 during the opening hours of the Thermal Baths. The Entitlement may be exercised from the date of purchase until April 30, 2025.

- c) 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 April 30, 2025.
- 5) The Bundle Pass offer applies to three types of entitlements:
 - a) Entitlement for 1 day + 3 h of using the Thermal Baths,
 - b) Entitlement for 3 out of 5 days + two entries of 3 hours to the Thermal Baths,
 - c) Entitlement for 5 out of 7 days + two entries of 3 hours to the Thermal Baths.
- 6) By choosing the Bundle Pass, the entitled person has the option to freely choose the Ski Resort and the Thermal Baths where they will exercise their entitlement by:
 - a) using the Bundle Pass at any of the Ski Resorts listed in the Regulations,
 - b) using the Bundle Pass at any Thermal Baths listed in the Regulations.
- 7) The use of the Thermal Baths is subject to the regulations applicable at the above-mentioned Thermal Baths.
- 8) In order to use the entitlement to use the Thermal Baths, please report to the Customer Service Desk at the selected Thermal Bath and present the Bundle Pass with a valid entitlement to use the Thermal Baths. After verification, the entitlement to use the Thermal Baths shall be completed in system serving and applicable at the Thermal Bath selected by the Bundle Pass holder.
- 9) The Personalisation of the Bundle Pass takes place upon activation of the Pass at the reader of the Ski Resort or the Thermal Baths, and it results in the activation of the entire service, thus excluding the possibility of returning the unused part of the Entitlement.
- 10) If, due to technical reasons, the Thermal Bath is not able to render the service for an entitled person on the basis of the Bundle Pass, the entity 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 date than that stipulated in the Bundle Pass. The standard resulting from the preceding sentence does not apply to the technological breaks that are carried out in the Thermal Baths. Detailed information on conducting such technical breaks at individual Thermal Baths is included each time on the websites of these Thermal Baths. Before deciding about the purchase, the customer should read this information.
- 11) Exclusions: The Bundle Pass cannot be combined with other promotions. It is not possible to purchase a Bundle Pass by buying:
 - a) Group PASSES,
 - b) Online PASSES,
 - c) PASSES in ticket machines,
 - d) CWA PASSES (Child with Adult),
 - e) Senior PASSES over 75 years of age,
 - f) Discount PASSES.

VII. PRICE REDUCTIONS AND DISCOUNTS

- 1) A discount PASS is valid for children and youth who are under 16 years of age (their 16th birthday is the first day when the discount is no longer applicable) 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 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 they meet the conditions for claiming the particular discount.
- 2) A 'CWA' (Child with Adult) PASS is an inseparable package of the same Entitlements, comprising two PASSES, one of which is for the adult caring for the child and the other for that child (rule: one carer – one child). The price of this package includes the price of the Normal PASS plus PLN 10 for each day covered by this PASS. Upon reaching the age of 5 (the 5th birthday is the first day the discount is no longer available), the child is no longer entitled to use the 'CWA' pass.
- 3) Seniors over 75 years of age on the basis of a valid identification document can purchase a PASS for PLN 20 for each day covered by such PASS.
- 4) Groups of 20 people or more are entitled to a 10% discount for the purchase of PASSES. When purchasing PASSES with a group discount: one out of 21 persons receives a PASS for PLN 10 for each day covered by such a PASS and the remaining persons receive a 10% discount on the listed 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.

- 5) After 4:00 PM PASS – a discount hourly PASS that entitles you to use the Ski Resort from 4:00 PM until the closing of each Ski Resort.
- 6) The determination of the age necessary to obtain the discount for the Senior PASS, CWA PASS and Discount PASS shall be made in accordance with the rule provided for in Article 112, second sentence of the Polish Civil Code.
- 7) Senior PASSES, CWA PASSES, and Group PASSES as mentioned above can only be purchased at the ticket office of each Ski Resort.
- 8) The Regulations of temporary discounts and promotions are available at: www.tatrysuperski.pl, as well as from time to time at the ticket offices of the Ski Resorts.

VIII. USE OF SKIDATA GATES

- 1) The Carrier should be put into a pocket located on the left side of the outfit – in a pocket on the left breast or on the left arm.
- 2) Items that may interfere with the reading of the Carrier (e.g. a cell phone other than the Carrier, i.e. not used to operate the 'key2ski' application, car keys, debit and credit cards, etc.) should be placed on the right side of the outfit.
- 3) When using the gates, please carry only one Carrier (failure to comply with this provision may result in activation/personalisation of Entitlements recorded on another Carrier). The Ski Resorts 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 PASS twice, i.e. so that the next person in the queue can exercise their PASS without interference.
- 5) Confirmation of the Entitlement to pass through the gate and read the Carrier is signalled 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 lock of the PASS is automatically activated, preventing further individuals from using the same PASS – in order to prevent an unauthorised person from using such a PASS.
- 8) The person using the PASS is obliged to pay attention to sound signals and messages displayed on the gate reader screen and to follow the resulting signals and command messages.
- 9) Use of the PASS by an unauthorised person (e.g. a person who is not entitled to a discount) may result in blocking of the Entitlements recorded on the Carrier.

IX. COMPLAINTS AND RETURNS

- 1) A proof of purchase in the form of the receipt or confirmation printout from a ticket machine is required to make a complaint.
- 2) Complaints related to the PASS should be filed at the Customer Service Office of the Ski Resort belonging to the TATRY SUPER SKI system.
- 3) Complaints shall be handled in accordance with legal provisions. The Ski Resort shall respond to the complaint at the latest within 30 days from the date of receiving it.
- 4) In order to receive a refund due to an accident for which the Ski Resort is not responsible, a copy of the accident report from TOPR/GOPR or a licensed Ski Rescuer must be submitted,
- 5) If the complaint is justified by the law, the refund of unused Entitlements shall be granted in a manner proportional to the validity of the PASS. The amount of the refund can be converted, with the user's content, into a time-limited entitlement corresponding to the period not used due to circumstances for which the Ski Resort is liable, to be used in the ongoing winter season only in the area of that Ski Resort (Failure Entitlement). Ski Resorts are not responsible for disruptions in the use of lifts and pistes caused by force majeure and decisions of state and local authorities.

- 6) The refund of the deposit can be obtained at any ticket office and at the self-service return machines located in the Ski Resorts, as well as at authorised points of sale.
- 7) The Ski Resort shall not be 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 Resort for an uninterrupted period of less than one hour, as well as for any inconvenience that may arise as a result of this, which was not dependent on the action or omission of the Ski Resort.
- 8) Moreover, interruptions in operation of particular cable cars 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 Resort (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 Resorts is generally possible until April 30, 2025, i.e. the opening time of one of the ski resorts 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 snowmaking).
- 10) After the purchase of the Entitlement, but before the Personalisation of the PASS, the Consumer may withdraw from the contract for the purchase of the PASS without giving reasons for withdrawal and without incurring costs. The deadline for such withdrawal expires on the last day of the end of the ski season in which the purchase took place. The cancellation takes place at the cash register of any Ski Resort in the country where the purchase was made.
- 11) Return of group passes:
 - a) for a non-personalised 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 VII 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 VII 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 Personalised PASS which is refunded in the event of an accident on the slope as specified in XI 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, yet proportionally to the unused Entitlement period. In such a situation, the provisions of XI. 11. b. shall not apply.
 - d) The person authorised to purchase group passes and return them is the group leader only.
- 12) Entitlements other than those indicated in these Regulations and recorded on a carrier bearing the TATRY SUPER SKI mark may be claimed only at the Ski Resort where they were purchased.

X. SUPERVISION AND CONSEQUENCES OF VIOLATING THE REGULATIONS

- 1) The SKIDATA electronic payment and supervision system in operation at the Ski Resorts and Thermal Baths allows verification of PASS users. While passing through the gates, photographs of a user assigned to a given PASS are taken, solely for the purpose of Entitlement supervision, in order to avoid the use of the PASS by a person who is not entitled to do so, which is a legitimate interest of the Ski Resort or a Thermal Bath. These photographs are deleted within 31 days of the end of the Entitlement.
- 2) In the case of an attempt to use cable cars or ski lifts of the Ski Resorts or Thermal Baths that violates the Regulations, without proper entitlement, or in the case of using the PASS by a person who is not entitled to do so, the possibility of further use of the PASS shall be banned. The PASS should be presented at the request of staff or supervisory authorities to verify the entitlement. Refusal to present the pass shall result in banning the possibility of further use of the PASS.
- 3) Individuals disturbing public order or violating the rules applicable at the Ski Resort or Thermal Baths or commonly accepted standards of behaviour shall be removed from the Ski Resort or Thermal Baths, or taken in, in accordance with applicable laws, by a security guard in order to hand them over immediately to the Police. In cases specified in statutory provisions, security guards have the right to use direct coercive means to ensure safety.

XI. 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 PASS are processed by the Ski Resorts described in the introductory provisions to these Regulations. The resorts 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) and (f) 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); supervision and verification of entitlements – 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 access to their personal data from the co-controllers; to rectify, delete or restrict the processing; to object to the processing; to transfer the data – unless the provisions of 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 entitlements, it is necessary for the proper consideration of the customer's request and verification of their entitlement. Data co-controllers shall not take decisions by automated means within the meaning of GDPR. Data co-controllers have established a common point of contact to be contacted for personal data protection issues related to the PASS at the following e-mail address: kontakt@tatrysuperski.pl

We reserve the right to change prices and these Terms of Use with the proviso that the change of the Terms of Use (including prices) applies only to new customers and does not apply to persons who have already concluded an agreement (purchased a PASS).

The Terms of Use are effective as of November 29, 2024.