

## REGULATIONS

### for use by the Consumers of the "SOLINA" Center

(version in force from 06.03.2023)

#### § 1

##### General provisions

1. The resort is managed by PKL Solina Spółka z Ograniczoną Odpowiedzialnością with its registered office in Zakopane (34-500), ul. Bachledy 7D, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 12th Business Division of the National Court Register under KRS [National Court Register] No. 0000879869, NIP [VAT No.] 7361735399 and REGON [National Official Business Register No.] 388013453, BDO number: 000568548, share capital of PLN 972,000.00 fully paid-up, hereinafter referred to as "PKL Solina.: **"PKL Solina"**.
2. These regulations, hereinafter referred to as "**regulations**", set out the principles for the sale of services, as well as safety conditions for persons using them, in the area of the Solina Center.
3. For the purpose of these regulations, PKL Solina introduces a glossary giving the following meanings to the following terms:
  - 3.1. **Solina Center**– the area of the lower station "Plasza" (Solina 60, 38-610 Solina) and the upper station "Jawor" (Solina 190, 38-610 Solina). There is a gondola lift "KL Solina" and observation tower in the facility, as well as the Sky Walk and the "Mysterious Solina" theme park (attractions located near the upper station of the "Jawor" gondola lift);
  - 3.2. **Gondola lift** – a cable transport device hereinafter referred to as: "UTL" or "**KL Solina**", whose vehicles are moved by means of a single suspension and propulsion cable along the route, without contact with the ground, using five supports;
  - 3.3. **Consumer** – a natural person with legal capacity and sole proprietors, when it is clear from the content of the agreement that their purchase is not of a professional nature for them, in view of the profile of their business; hereinafter also referred to as: "**Passenger**";
  - 3.4. **Ticket** - a document entitling to a one-way or two-way trip by KL Solina cableway; admission to the observation tower; the Sky Walk (with the possibility of taking photographs) and/or entry to the "Mysterious Solina" theme park; the ticket can be

sold as an entitlement for one person, but also for several people as part of a so-called family ticket;

- 3.5. **Family ticket** – a ticket sold in family variants: 2+1, 2+2, 2+2 + another child; two adults (over 18 years of age) and a child or children up to 15 years of age are entitled to use the purchased ticket, depending on the purchased variant (age of the child is verified on the basis of the year of birth according to the child's proof of age document in possession);
- 3.6. **Package** - an entitlement in the form of a ticket to travel by the Solina cable car, together with the use of an additional service, offered by PKL Solina or an entity cooperating with it. Packages may be available at the Solina resort as part of a fixed offer or during the selected period of the cooperation agreement or the validity of a promotion. Packages may be sold as an entitlement for one person, but also for many, according to the specifics of the Package. They will be available in the sales channels of PKL Solina and at the sales points of cooperating entities. Rules of sale and detailed information on availability, are included on the website [www.pkl.pl](http://www.pkl.pl), the resort and separate regulations of the selected combination ticket / package available at [www.pkl.pl](http://www.pkl.pl);
- 3.7. **Accident** – means a sudden event or illness resulting in a disruption of bodily functions or disorder of health of a person staying in the Solina Center;
- 3.8. **Hand luggage** – an eligible Consumer may carry one type of luggage provided that:
- a) the length, width and height of the luggage do not exceed 130 cm in total and the luggage does not weigh more than 10 kg,
  - b) the baby stroller does not weigh more than 20 kg (only if it can be folded into one piece);
- 3.9. **Additional Luggage** - a baby carriage (non-folding or with a carrycot), a bicycle or any luggage which is not hand luggage or exceeds the parameters given in paragraph 3.8 is subject to an additional charge. The carrier has the right to refuse to carry additional luggage;
- 3.10. **Price list** – a document indicating the current prices for individual tickets, packages, additional luggage. The current price list is available at the Solina Center ticket offices, Customer Service Office, ticket machines (automatic counters), or on the website [www.pkl.pl](http://www.pkl.pl); prices of tickets sold online, at automatic counters and at the Center's ticket offices may vary;

3.11. **PKL Solina service worker** – a person who performs activities aimed at maintaining the safety of equipment operation and controlling the observance of the provisions of the Regulations in force at the Solina Center.

#### *Information for Consumers*

4. PKL Solina informs that the opening hours of the Center and current timetable of the cableway, observation tower, Sky Walk, "Mysterious Solina" theme park are available in the Center and on the website [www.pkl.pl](http://www.pkl.pl).
5. PKL Solina is entitled, in particular, to close the Center in the event of the following circumstances:
  - (a) when faults or failures need to be rectified,
  - (b) in the event of unfavourable weather conditions hindering or preventing the proper and safe operation of the gondola lift, observation tower, Sky Walk and "Mysterious Solina" theme park.
6. The placement of advertisements, leaflets and other business or commercial activities on the premises of the Center are permitted only with the prior written consent of PKL Solina.
7. PKL Solina shall provide services to the Consumer with regard to the sale of the ticket on the day for which it is purchased. The purchased ticket entitles you to a one-time use of the selected attraction in terms of: one-way or two-way train ride (with the obligation to leave the gondola after the one-way ride), entrance to the observation tower, entrance to the Sky Walk and entrance to the "Mysterious Solina" theme park.
8. In terms of packages, the Consumer receives a ticket or other document entitling them to the services indicated in the package.
9. As part of the Sky Walk entry service provided by PKL Solina, PKL Solina will perform for the Consumer (also referred to as: "**Buyer**" or "**Customer**") service in the form of a commemorative photo of the Customer, including, as the case may be, surrounded by other Customers using Sky Walk. By using the service, the Customer authorizes the free dissemination of his/her image, recorded in the form of a commemorative photo through its temporary publication on a monitor or a device used to receive the photo placed on the observation tower, in order for the Customer to become familiar with the commemorative photo and to present him/her with an offer to purchase the photo. The scope of the service is limited to taking a photograph of the Customer. After entering the e-mail address in the

appropriate device (photomat) located on the wall of the observation tower building, the Customer will receive a photo in electronic form. The Customer has the option, as a separate service, to purchase a printed photo, upon payment of an additional fee, in accordance with a separate price list.

10. Consumers are prohibited from reselling or lending their tickets (or other documents proving entitlement to packages) to third parties; they are for the exclusive use of the one person for whom they were purchased.

11. In the event of an epidemic threat or a state of epidemics, Consumers staying on the premises of the Solina Center and using its services are obliged to comply with sanitary and epidemiological rules indicated by PKL Solina. In particular, it is necessary to cover the mouth and nose and use gloves. PKL Solina reserves the right to introduce further obligations or restrictions on the operation and use of the Solina Resort by the Consumers, related to the necessity of observing the sanitary and epidemiological rules and taking care of the safety of the Consumers using the Solina Resort depending on the current epidemiological situation. In particular, such actions may result from currently binding regulations, administrative decisions imposed on PKL Solina or other sources of law which PKL Solina is obliged to apply, as well as from other recommendations or PKL Solina's own initiative. All measures applied by PKL Solina shall be notified to Consumers before using the service. Non-compliance by the Consumer constitutes grounds for refusal of the service.

12. Travelling with your dog:

a) carrying a dog requires the purchase of an additional ticket,

b) each dog must be muzzled and leashed or transported in a suitable container,

c) consumers traveling with a dog are required to carry a booklet with current dog vaccinations,

d) the dog must be transported under the constant supervision of the traveller,

e) the consumer acknowledges that they are fully and solely responsible for damage caused by the dog to the health and property of third parties in the event of failure to comply with the rules set out in this section,

f) assistance dogs for disabled persons, within the meaning of Article 2(11) of the Act of 27 August 1997 on Vocational and Social Rehabilitation and Employment of Disabled Persons (Journal of Laws 2021, item 573 as amended), must wear a harness.

g) it is strictly forbidden to bring dogs and other animals to the observation tower and the "Mysterious Solina" theme park.

## § 2

### **Tickets/packages and fees for their purchase**

1. PKL Solina stipulates that in the event of significant interest in a given service, PKL Solina may introduce a limitation on the number and type of tickets/packages that a given Consumer may purchase for a specific date.
2. PKL Solina reserves the right to limit the number of available tickets/packages offered to the Consumer for booking and purchase for a specific date in the event of the emergence of an epidemic threat or situation in order to ensure health safety.
3. Information on available tickets/packages can be obtained from the Center's ticket offices, Customer Service Office, ticket machines (automatic counters) and the website <http://www.pkl.pl>.
4. Tickets/packages are sold at the Center's ticket offices, through ticket machines (automatic counters), in the online store [www.sklep.pkl.pl](http://www.sklep.pkl.pl), at the Customer Service Office, and through B2B partners – on the basis of separate agreements.
5. A ticket entitling you to enter the "Mysterious Solina" Theme Park can be purchased at the Center's ticket offices, online sales or on-site wristband machines.
6. PKL Solina may carry out promotional campaigns regarding reservation and sale of selected tickets/wristbands.
7. PKL Solina does not sell tickets/ packages and other services to persons who are intoxicated or under the influence of an intoxicant.

### **Principles of Consumer's liability**

8. PKL Solina reserves the right to block a ticket if a customer uses it in a manner inconsistent with the provisions of these Regulations, in particular:
  - a) shares their ticket with others,
  - b) uses their ticket at a discount price when the Consumer is not entitled to a discount (preferential rates),
9. A PKL Solina staff member may refuse entry or order to leave the premises of the Center to a person whose behavior clearly indicates that he or she is intoxicated or under the influence of an intoxicant, as well as brawling and using profanity or violating the

provisions of the Rules and Regulations and disobeying the instructions of PKL Solina staff. In this case, the consumer is not entitled to a refund of the purchased ticket.

10. Service staff may verify the Consumer's compliance with the rules of use of Tickets/Wristbands.
11. In the case of missing ticket/wristband, an employee of PKL Solina Staff shall collect from the Consumer the appropriate payment for the carriage together with an additional fee or payment for the use of the selected attraction, or make a request for payment at the cash desk or Customer Service Office.
12. If a valid document certifying the Consumer's entitlement to a free or discounted ticket is missing, an employee of the PKL Solina ticket office shall collect the relevant fare and additional fee or the fee for using the selected attraction, or shall issue a demand for payment at the ticket office or Customer Service Office.
13. PKL Solina is entitled to refuse the service in the case of lack of a ticket and lack of entitlement to a discount.

#### *Invoice*

14. A Consumer who wishes to receive an invoice for a purchased ticket/package should notify an employee at the ticket office of the Center or the ticket office of the "Mysterious Solina" theme park or the Customer Service Office before making a purchase.
15. PKL Solina stipulates that an invoice may not be issued later than on the 15th day of the month following the month in which the Consumer made the purchase. In this case, the Consumer does not receive the original receipt, which is attached to the copy of the invoice that remains with the seller. If the Consumer receives a fiscal receipt of a previous sale at the Customer Service Office, cash register, or confirmation of payment at a ticket machine, wristband machine, they may apply for an invoice within 3 months from the date of purchase. However, they should first return the original receipt/proof of payment from the ticket machine.
16. PKL Solina stipulates that the issuance of an invoice to a Consumer who is a tax or value added tax payer will only be possible if the Consumer, when making a purchase of PKL Solina services confirmed by a fiscal receipt, provides at the cash register or at the Customer Service Office the TIN with which the Consumer is identified for tax or value added tax purposes.

17. The fiscal receipt, containing the Buyer's TIN, issued up to a gross amount of PLN 450, constitutes a simplified invoice and the only sales document for this transaction.

#### ***Payment methods***

18. The Consumer can pay for the tickets/ packages in cash or with a payment card accepted by PKL Solina, at the ticket office of the Center, the ticket office of the "Mysterious Solina" theme park and the Customer Service Office.

#### ***Out-of-queue service***

19. The following are eligible for out-of-queue service:

- a) PKL Solina and PKL S.A. gondola lift staff;
- b) Mountain Volunteer Search and Rescue rescuers on duty;
- c) paramedics;
- d) officers of the police, border guard, military police, fire brigade or municipal police performing official duties;
- e) disabled persons with significant degree of disability pursuant to Article 3(1)(1) of the Act of 27 August 1997 on Vocational and Social Rehabilitation and Employment of Disabled Persons (Journal of Laws of 2021, item 573), (formerly 1st disability group) - on the basis of a disabled person's card or valid certificate of disability and disabled children on the basis of a valid certificate of disability;
- f) carer of the above-mentioned disabled persons;
- g) foreign persons with disabilities on the basis of the European Charter for Persons with Disabilities.

### **§ 3**

#### **Eligibility to purchase discounted tickets**

1. The following are eligible for discounted tickets:

- a) children aged 4-15 years – on the basis of proof of age;
- b) youth aged 15-26 – based on:
  - a valid school identity card;
  - a valid student card;
  - a valid doctoral student card certified for the subsequent period by the higher education institution;

- for foreign schoolchildren and students up to the age of 26 on the basis of an ISIC or Euro 26 card;
  - c) persons over 65 years of age – on the basis of a valid photo ID;
  - d) guides or supervisors of school groups. Group guide/pilot leading a minimum of 10 mentees (one per entire group). School group guardians 1 guardian per 10 mentees.
  - e) disabled persons with significant disability within the meaning of Article 3(1)(1) of the Act of 27 August 1997 on vocational and social rehabilitation and employment of disabled persons (Journal of Laws of 2021, item 573) (formerly 1st group disability) on the basis of a disabled person's card or valid certificate of disability, and disabled children on the basis of a valid certificate of disability
  - f) blind persons, moving with a guide or an assistance dog, on the basis of a valid disabled person's card or a valid disability certificate, in which the cause of disability is indicated as (ICD-10 code) "04-0", "O", "o" or "h";
  - g) the supervisor of the above-mentioned disabled person under subsections (e) and (f);
  - h) foreign persons with disabilities on the basis of the European Charter for Persons with Disabilities.
2. Free travel is available for children up to the age of 4 with a guardian's ticket. The child's guardian is required to present a document confirming the child's age (not applicable to organised groups).

#### **§ 4**

##### **Withdrawal from agreement (resignation at Consumer's will)**

1. The Consumer may resign from the purchase, i.e. withdraw from the agreement of sale of the ticket/packages that he concluded with PKL Solina when purchasing the service according to the rules described below.
2. If the Consumer cancels the service (i.e. withdraws from the agreement) by 11:59 p.m. on the day preceding the date of service indicated on the ticket/package, PKL Solina shall refund 100% of the price of the purchased ticket.
3. The rules of withdrawal from the purchase of tickets purchased online are set out in the Regulations of Online Reservation and Sales, which are available at [www.pkl.pl](http://www.pkl.pl).



4. To withdraw from the contract, the Consumer shall, in the case of tickets/packages purchased at the cash desk of the resort, go to the cash desk of the resort, hold the tickets/wristbands to be refunded and the fiscal receipt, and fill in and sign the statement of withdrawal or the receipt correcting the purchased tickets/wristbands.
5. To withdraw from the contract, the Consumer shall, in the case of tickets/wristbands/packages purchased at the ticket machine/Customer Service Office, hold the tickets/wristbands/packages to be refunded and the receipt or proof of payment, go to the Customer Service Office or send an e-mail to [bok@pklsolina.pl](mailto:bok@pklsolina.pl), and fill in and sign the statement of withdrawal or the receipt correcting the purchased tickets/wristbands.
6. Refunds shall be made only on the basis of tickets/wristbands together with the related fiscal receipt or invoice. In case of purchase at the ticket machine or wristband machine, the refund shall be made on the basis of tickets/wristbands together with payment confirmation.
7. When the Consumer withdraws from the agreement, PKL Solina considers the agreement as not concluded.

## § 5

### **Ticket/package refunds**

1. In the event that the gondola line does not run or is interrupted for more than one hour, PKL Solina shall organise substitute transport. Customers are carried from the upper "Jawor" station to the lower "Plasza" station and from the lower "Plasza" station to the upper "Jawor" station. If the Consumer does not use the substitute transport, PKL Solina shall refund 50% of the fare.
2. Refunds for attractions, including the observation tower or Sky Walk: in case of not using a particular attraction, PKL Solina shall refund the entire purchase price in accordance with the Price List for the day of purchase for the chosen attraction, only if PKL Solina closes the chosen attraction.
3. The customer is not entitled to a refund of the ticket or part of the ticket price in the situation of not fully using the available time in the theme park "Mysterious Solina" or all available attractions in the Park, which, due to weather conditions or other factors, may be excluded from use at any given time. Information on the closure of selected attractions is available at the park ticket offices. The exception is when PKL Solina closes the area of

the "Mysterious Solina" theme park due to the safety of Consumers. In such a case, if the area of the "Mysterious Solina" theme park is closed for more than one hour, PKL Solina shall refund the Consumer for the entrance ticket not used for this reason. Refunds are made only on the basis of the ticket and proof of payment from the ticket machine (automatic cash register) or a fiscal receipt.

4. The rules described in paragraphs 1 to 3 of this section shall apply to refunds in respect of packages and family tickets.
5. Deterioration of weather conditions, including the declaration of a storm alert over Lake Solina, is not equivalent to receiving a refund for PKL Solina services.
6. A large number of people using the Center or adverse weather conditions are not grounds for PKL Solina to make a refund.
7. The Consumer has the right to return in accordance with paragraphs 1 to 4 of this section of the regulations up to 30 days from the date on which the service was to be used.
8. The Consumer should provide PKL Solina with the original receipt or invoice/payment confirmation and, if applicable, the tickets/wristband they wish to return. In the case of returning an entrance ticket to the theme park, the refund is made only on the basis of the ticket and proof of payment from the ticket machine or a fiscal receipt.
9. The Consumer can make a return using the following methods:
  - a) return in person at the resort's box office only if the ticket/package was purchased at the resort's box office;
  - b) hand the ticket over in person at the Customer Service Office only if the ticket/package was purchased at the Customer Service Office / ticket machine;
  - c) sent the ticket by post to the address specified in § 1.1 of these Regulations;
  - d) send scans of these documents to: [reklamacje@pklsolina.pl](mailto:reklamacje@pklsolina.pl).
10. If the return is legitimate, a complaint/return report will be provided to the Consumer for signature/confirmation. Once PKL Solina receives the signed document, a refund procedure will be initiated.
11. Upon receipt of the signed claim/return report, correcting receipt or correcting invoice (may be a scan of these documents), final acceptance of the value of the services to be reimbursed takes place.
12. For cash/card payments, PKL Solina shall refund the money directly at the cash desk of the Center or at the Customer Service Office as soon as the refund is accepted. If tickets/packages are sent for return, upon acceptance of the value of the service to be

returned, within 14 days of acceptance of the return, the Consumer shall receive the money in the bank account provided by the Consumer in the return report.

13. The rules for the return of tickets purchased from the online store are set out in the regulations for online booking and sales, which are available at [www.pkl.pl](http://www.pkl.pl).

## **§ 6**

### **Complaints**

1. The Consumer has the right to lodge a complaint if, in his opinion, PKL Solina has not provided the service or has provided it in an improper manner. A complaint can be made up to 2 months from the date the service was provided to the Consumer by PKL Solina at the Center.
2. A complaint can be made in one of the following two ways:
  - a) by e-mail to [reklamacje@pklsolina.pl](mailto:reklamacje@pklsolina.pl),
  - b) in writing to the address stated in § 1.1.
3. In the complaint, the Consumer should state his name, e-mail or contact address, contact telephone number, ticket/package number and describe the reason for the complaint (as stated).
4. A complaint about the operation of an electronic payment service must include, in addition to the data indicated in paragraph 3, the Consumer's e-mail address.
5. The rules for advertising tickets/packages, purchased from the online store, are described in the terms and conditions of Internet booking and sales, available at [www.pkl.pl](http://www.pkl.pl).
6. PKL Solina shall consider complaints within 14 days of their receipt.
7. by e-mail, depending on the method of filing a complaint by the Consumer indicated in paragraph 2 above.
8. If PKL Solina does not notify the Consumer of the outcome of the complaint within 14 days from the date of receipt, it means that the complaint has been acknowledged.

## **§ 7**

### **Personal data of Consumers**

1. PKL Solina assures Consumers that their privacy is fully respected and that their personal data is protected.
2. The administrator of the personal data of persons using the Solina Center, including Consumers (Passengers) is PKL Solina S.A. with its seat in Zakopane (34-500) at 7D

Bachledy Street, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow-Śródmieście in Krakow, XII Economic Department of the National Court Register under KRS No. 0000879869, with NIP No. 7361735399 and REGON No. 388013453, BDO No.: 000568548, with a fully covered share capital of PLN 972,000.00.

3. PKL Solina informs in detail about the processing of personal data of persons staying on the premises and using services in the Solina Center, within the framework of information clauses available at the place of collection of personal data on the premises of the Solina Center.

## **§ 8**

### **General terms of using the Solina Center**

1. It is a precondition for using the Solina Center that you know and comply with these regulations and have a valid ticket/package.
2. A ticket purchased for the given day is valid during the gondola lift operating hours or during the opening hours of the selected attraction – observation tower, Sky Walk, "Mysterious Solina" theme park.
3. Consumers staying in the Solina Resort are obliged to exercise due diligence to protect life and health of themselves and others, in particular:
  - a) familiarise themselves with and comply with the rules for the use of the relevant site, facility or equipment ;
  - b) read and acknowledge the regulations of the chosen attraction in the Solina Center before using it;
  - c) comply with the signs and prohibitions placed by PKL Solina and with the instructions of PKL Solina employees;
  - d) familiarise themselves with and adapt their activity plans to their skills and their abilities and the current weather conditions for the attraction;
  - e) inform immediately the employees of PKL Solina of any accident or missing person as well as of other extraordinary events that may affect the safety of persons.
4. The consumer is required to leave the gondola after a one-way gondola ride (at the opposite station), each time a round-trip ticket is purchased.

5. In the period of increased tourist traffic, in order to shorten the waiting time, 8 people board the gondola according to the instructions of the PKL Solina staff.
6. A PKL Solina staff member may refuse entry or order a person to leave the premises of the Solina resort whose behavior clearly indicates that he or she is under the influence of alcohol or intoxicants, as well as brawling and using profanity. In this case, the consumer is not entitled to a refund of the purchased ticket/ package.
7. When the Consumer is on the premises of the Solina Center, he has to follow the instructions of the gondola lift staff, maintenance staff, PKL Solina employees, security personnel and police officers who are on duty.
8. The use of the gondola lift shall be on a first-come, first-served basis by the Consumer. PKL Solina informs that only employees of the PKL Solina cableway service are allowed to use the cableway out of turn, as well as GOPR rescuers on duty, police officers, border guards, military police officers, firefighters, municipal guards, officers performing their professional duties, and territorial defence units, persons indicated in art. 2 point 19 letters e, f and g.
9. PKL Solina has the right to impose a temporary ban on the carriage of Consumers if it considers the weather conditions in the Solina Center to be unsafe.
10. It is not allowed to stay in the isolated area of the Solina Center when it is closed or machinery maintenance is being carried out. This may cause serious safety risks. PKL Solina shall not be liable for any damage that is caused during this time and for any other damage that the Consumer causes. The above-described behaviour of the Consumer constitutes a breach of these regulations.
11. The use of drones is strictly forbidden in the entire Solina Center due to the operating safety of the gondola lift.

## § 9

### **Regulations for passengers**

#### ***Regulations for passengers using the gondola lift***

Persons using the services of the "Solina" Gondola Lift and persons staying in the area of gondola lift operations shall exercise due caution and conduct themselves in a manner that does not endanger traffic safety and health and life.

#### **Follow our rules for your own safety!**

1. The gondola can seat no more than 8 people.

2. There must be a minimum of one adult (over 18 years of age) in the gondola during the ride.
3. Only embark and disembark the gondola in designated areas.
4. Gondola should be ridden in a seated position on the provided seats.
5. In the event of the gondola lift stoppage, wait calmly for traffic to resume or for respective instructions from the staff.
6. Upon completion of the ride, leave the disembarkation area immediately in the direction indicated. A passenger who has not disembarked in the designated area remains in the gondola and awaits instructions from the attendant.
7. The carriage of larger hand luggage or tourist equipment (e.g. bicycles) is charged extra in accordance with the price list.
8. The gondola lift transports wheelchair users. One wheelchair may be carried in one gondola, accompanied by an attendant who is able to provide assistance.
9. Children of height up to 110 cm can only use the gondola lift accompanied by an adult who supervises the child during the ride.
10. The adult (i.e. a person 18 years of age or older) referred to in Section 9 and 2 of the Regulations must be demonstrably capable of providing possible assistance.
11. By passing through the ticket gate with a child (or children) of height up to 110 cm, the person confirms:
  - a) the intention to care for the child;
  - b) its consent for the child to ride the gondola;
  - c) its capability to provide any assistance required;
  - d) being at least 18 years of age.
12. Children of height over 110 cm are transported as adults.
13. Persons with reduced mobility and those who are not able to control their own actions may only use the gondola lift if accompanied by a carer.
14. All items being transported, including in particular sports equipment, electronic devices or luggage, must be secured in such a way that they do not cause harm to others.

**It is prohibited to:**

- enter the platform and embark the gondola without permission from the staff;
- embark and disembark outside designated areas;
- lean, put limbs out, rock the gondola and change from one sitting position to another;

- obstruct other passengers while riding and using behaviour that endangers oneself and other passengers;
- allow children under 110 cm in height to ride alone;
- throw away any objects during the ride;
- smoke cigarettes and e-cigarettes during the ride;
- bring in dogs without a muzzle and without a leash and other animals if they are not adequately protected against causing harm to other passengers (e.g. placed in dedicated baskets, cages, etc.). The transport of animals is decided by the gondola lift staff;
- touch or tamper with gondola lift equipment (e.g. at doors, platform switches);
- allow persons under the influence of alcohol or other drugs to enter the gondola;
- bring in and consume foodstuffs which may soil the clothing of other passengers or contaminate the interior of the gondola;
- place advertisements, announcements and inscriptions without the permission of the management of PKL Solina.

*In case of ambiguity, the staff shall provide full information.*

*Failure to comply with the above rules may be grounds for refusal to provide the service. The rules apply to the carriage of persons and luggage and goods, and also concern behaviour in the gondola lift area. They form an integral part of the sales agreement. Each Consumer-Passenger, by purchasing a ticket, undertakes to accept the above conditions.*

*The facility is monitored with recording equipment.*

### ***Regulations for the observation tower with viewing deck***

With the safety of Customers in mind, we ask that you read and comply with these regulations.

#### **General provisions:**

The observation tower and viewing deck are public facilities, of reinforced concrete construction. Access to the viewing deck is via passenger elevator cabins. The viewing deck is equipped with fall protection railings. The height of the tower is 44 meters, and the area of the observation deck is 282<sup>m</sup>2.

The time of stay on the tower and viewing deck is limited to 45 minutes.

The observation tower and viewing deck can accommodate 300 people at a time. The number of people is supervised by an electronic access control system.

**Rules for the use of the Observation Tower:**

1. Persons using the tower are required to familiarize themselves with the rules of use;
2. The Tower is open to the public at designated times; admission to the tower is by ticket.
3. Use of the Tower is at customer's own risk.
4. The Tower and deck are intended for tourist and recreational use.
5. It is strictly forbidden to bring dogs or other animals into the observation tower.
6. Children under 12 years of age are allowed on the observation Tower and viewing deck in the presence of a parent or guardian.
7. By entering the observation Tower and viewing deck with a child (or children) of height of up to 110 cm, the person confirms that:
  - a) it intends to care for the child;
  - b) it consents to the entry;
  - c) it is capable of providing any assistance required;
  - d) it is at least 18 years of age.
8. The observation tower viewing deck is open to children of all ages. Children up to the age of 4 are admitted free of charge.
9. There are the following facilities for families with children: a changing table at level P0; a safe and convenient place to leave pushchairs at level P0. Due to the elevator transportation to the observation deck, the use of strollers is discouraged.
10. Users of the observation tower and viewing deck, especially the elderly and those with health problems, are required to exercise extreme caution.
11. Everyone using the Tower should assess their physical and psycho-physical capabilities, due to the height of the top floor of 44 metres.
12. Persons using the observation tower and observation deck should have appropriate outerwear due to variable weather conditions on the observation deck, especially strong wind;
13. The users of the observation deck, in case PKL Solina informs them that the observation deck is closed due to safety reasons, should immediately leave the observation deck, remain calm, stay away from glass windows and doors and strictly follow the instructions of the staff;



14. In exceptional cases, there may be circumstances that prevent the operation of passenger elevators and the need to descend the escape stairs from the Tower independently.
15. It is not advisable for people suffering from fear of heights, heart defects, movement dysfunctions or other conditions that may cause an accident to be on the tower;
16. PKL Solina is not responsible for poor visibility resulting from adverse weather conditions.
17. The viewing deck is closed in adverse weather conditions (dense fog, glaze, heavy rain or snow, during storms and strong winds, etc.).

**It is prohibited to:**

- a) access the tower for persons under the influence of alcohol and other intoxicating substances;
- b) use backpack carriers on the viewing deck;
- c) introduce bicycles, scooters, roller skates, skateboards and other vehicles;
- d) throw any objects from the deck;
- e) climb the railings securing the viewing deck;
- f) lean over safety barriers (railings) including taking photographs outside the perimeter of the safety barriers;
- g) make noise, push, run and introduce animals except for an assistance dog;
- h) devastate and litter the site;
- i) use open flames in and around the tower;
- j) smoke and use e-cigarettes;
- k) block the aisle, jump;
- l) use drones;

***Safety rules in the passenger elevator cabin:***

1. It is prohibited to enter an overcrowded elevator. Each elevator is designed to carry a certain number of users, according to the information inside. The elevator must not be operated by more people;
2. Once inside the cabin, move away from the door;
3. Stand still during the elevator ride. Do not jump or otherwise move the cabin;
4. Children should always use the elevator under adult supervision;
5. The carriage of animals is prohibited, with the exception of assistance dogs. In this case, a muzzle is recommended;

6. Special care should be taken when entering and exiting the elevator cabin;
7. If, upon entering the cabin, you observe anything out of the ordinary, e.g. problems with the lighting, a broken mirror, trouble opening or closing the door, it is essential to report this to the staff;
8. To reopen the door, e.g. for another person, only use the buttons on the control panel;
9. The use of elevators is prohibited in the event of a fire or other emergency in the building;
10. If the cabin stops, wait one minute and if the elevator does not start during this time, press the alarm button and wait for the assistance of the service team. Do not independently attempt to leave an elevator that has been immobilised. This may prove very dangerous if a sudden unblocking occurs. You should also not jerk open the door or make any other ill-considered attempt to get out of the elevator cabin yourself;
11. Each elevator has its own maximum permissible load capacity, which should not be exceeded. If the cabin is overloaded, the elevator remains stationary at the stop with the doors open. The elevator can be started after the passenger who caused the overload condition has left the cabin. An overloaded elevator is prone to faults;
12. Ascent to the tower is from level P0. The elevator stops at floors P8- toilets, P9 - cafeteria, P10 - observation deck. Descent from the tower is from level P1.

### *Safety rules on the "Sky Walk"*

1. Persons using the Sky Walk are required to familiarise themselves with the rules of use:
  - a) It is forbidden to enter the Sky Walk with footwear that has metal elements on the underside;
  - b) Commemorative photos are taken of persons using the Sky Walk;
  - c) The Sky Walk is open to the public at designated times;
  - d) The Sky Walk platform can accommodate 6 people at a time;
  - e) Use of the Sky Walk is at your own risk;
  - f) Children under 12 years of age are only allowed on the Sky Walk in the presence of a parent or guardian;
  - g) It is not advisable for people suffering from a fear of heights, with heart defects, movement dysfunctions or other conditions that could cause an accident to be on the Sky Walk;
  - h) Sky Walk users are strictly obliged to obey the instructions of PKL Solina staff;

- i) In case of ambiguity, the staff shall provide full information.
2. Admission to the tower implies knowledge and acceptance of the above rules.
3. PKL Solina shall not be liable for injuries and accidents resulting from the violation of rules of use as well as general safety rules of persons using the observation tower, observation deck and sky walk.
4. The facility is monitored with recording equipment.

## **§ 10**

### **Final provisions**

1. Consumers, before purchasing, are required to read and accept the Terms and Conditions.
2. The rules for the use of the "Mysterious Solina" Theme Park are contained in separate Regulations.
3. In matters concerning the rights and obligations of the Consumer not covered by these Regulations, the provisions of the Price List of PKL Solina shall apply.
4. The full content of these regulations is available in the Solina Center, on the website [www.pkl.pl](http://www.pkl.pl) and the Customer Service Office.
5. PKL Solina shall not be liable if a third party makes a payment with the Consumer's payment card and the Consumer provides the third party with information that violates the security features of the card.
6. PKL Solina reserves the right to change the regulations. Any amendments to the regulations shall come into force on the date indicated by PKL Solina, not less than 14 days from the date of public disclosure of the amended regulations. For Consumers who have concluded an agreement for the provision of services by PKL Solina prior to the entry into force of these Regulations, the provisions of these Regulations shall be binding on such Consumer, provided that he gives his consent in accordance with the principles set out in paragraph 7 of this section of the Regulations.
7. The agreement between PKL Solina and a Consumer who has made a reservation and purchase of a service before the date of entry into force of the amendment to these Regulations shall be terminated within 14 days from the date of its entry into force, unless the Consumer, within the aforementioned period, submits a declaration of consent to further provision of services under these Regulations. The agreement with the Consumer

shall also not be terminated in the event that the Consumer uses the purchased service after the effective date of the amended content of these Regulations.

8. During the term of the agreement, the Consumer has the right to request confirmation of its content in writing, as well as the right to request a change in the means of remote communication, unless the use of such means is not provided for in the agreement or it does not correspond to the nature of the service provided by PKL Solina.

9. These regulations are effective as of 06.03.2023.

**PERSONAL DATA PROCESSING NOTICE  
FOR PERSONS USING THE SOLINA CENTRE**

1. Please be informed that the controller of the personal data of persons using the Solina Center is PKL Solina S.A. with its seat in Zakopane (34-500) at ul. Bachledy 7D (hereinafter: „**the Controller**”).
2. For matters related to the processing of personal data, you can contact the Data Protection Officer:
  - a) by email: [iodo@pklsolina.pl](mailto:iodo@pklsolina.pl), or
  - b) in writing to the Controller's registered office address (indicated above).
3. In connection with the operation of the Solina Center, the Controller may process Personal Data:
  - a) **in connection with the Controller's provision of services at the Solina Center, including in particular ticket sales**, for:
    - performance of the agreement for the sales of services of the Controller and its partners, including those belonging to PKL S.A. Group, i.e. in particular Polskie Koleje Linowe Sp. z o.o., Kolej Gondolowa Jaworzyna Krynicka S.A., PKL FOOD Sp. z o.o., PKL FOOD Sp. z o.o. sp. k., PKL Horeca Sp. z o.o (hereinafter: **PKL Group**) – including with regard to the conclusion and performance of the agreement, its settlement and processing of any complaints or returns,
    - promotional activities of the Controller and/or PKL Group, including marketing and contact/response to enquiries regarding services, products and other information regarding the Controller and PKL Group;
    - defence against potential claims or the submission of potential claims;and the basis for their processing is the necessity to perform the agreement or take action prior to its conclusion at your request, fulfilment of legal obligations incumbent on the Controller, including in particular tax / accounting obligations and the legally justified interest pursued by the Controller in the form of marketing of the Controller's and/or PKL Group's products and services, contact and defence or assertion of potential claims;
  - b) **in connection with ensuring security on the premises of the Solina Center** - in order to ensure the safety of persons using the Solina Center and the protection of

property - and the basis for their processing is the legitimate interest pursued by the Administrator in the form of ensuring the safety of persons using the Solina Center and the protection of property, and the necessity of the processing to protect the vital interests of the data subject or another natural person;

**c) in connection with covering the area of the Solina Center with video surveillance**

- Personal Data including the image of persons using the Solina Center are processed - in order to ensure the safety of persons using the Solina Center (including protection against inappropriate or aggressive behavior of others) and protection of property (including protection against destruction, theft and/or burglary) - and the basis for their processing is the legitimate interest pursued by the Administrator in the form of ensuring the safety of persons using the Solina Center and protection of property;

**d) in connection with capturing within the framework of commemorative photos on**

**Sky Walk**, i.e. for the purpose of performing the service referred to in § 1.9 of the Regulations, will be processed for a period not exceeding 30 days from the moment the photo is taken, after which they are subject to destruction.

4. Recipients of Personal Data may include:

- a) partners belonging to the PKL Group;
- b) the Administrator's business partners - in particular, providing support in the field of technical support, payment processing, work organization, IT service providers, entities providing marketing, consulting / legal services;
- c) entities authorised by law.

5. Provision of personal data is voluntary, however, it is necessary in order to use the Solina Center and the services provided by the Controller (failure to provide personal data shall result in the inability to provide the service).

6. Personal data shall be retained by the Controller for the purposes set out above for the period necessary for the performance of the agreement and thereafter until the expiry of the limitation period for any claims or the period prescribed by law, whichever is later. For video surveillance, recordings shall be retained for a period not exceeding 3 months, except when they have been secured, in accordance with applicable regulations, for the purposes of pending proceedings or when the Controller becomes aware that they may constitute evidence in the proceedings – in which case the retention period is extended until the proceedings are finally concluded.

7. Personal data is not transferred outside the European Economic Area.
8. Personal data are not subject to automated decision-making processes and profiling.
9. You have the right to access your Personal Data (including the right to obtain a copy of it), to request its rectification, deletion or restriction of processing, to object to its processing, to transfer it to another controller, as well as the right to lodge a complaint with the President of the Office for the Protection of Personal Data – under the provisions of respective legal acts.