

TERMS AND CONDITIONS

for online booking and sales of products and services of Polskie Koleje Linowe S.A.

Effective from 24.03.2023.

§ 1.

General provisions and definitions

1. Polskie Koleje Linowe Spółka Akcyjna with its registered office in Zakopane (34-500), at ul. Bachledy 7D, entered by the District Court for Kraków-Śródmieście, 12th Commercial Department of the National Court Register, into the Register of Entrepreneurs under the KRS number 0000429345, with the share capital of PLN 172,700,000, paid in full, NIP 736-17-16-338, REGON 122633430 (hereinafter referred to as: PKL S.A. / PKL / Seller) on the basis of these Terms and Conditions conducts the sale of entitlements to services and products of its own, of companies of the PKL Group and packages combined with the offer of entities cooperating with the Company on the basis of separate agreements.
2. Online booking and sale of entitlements to products and services are conducted in accordance with these terms and conditions, hereinafter referred to as "**Terms and Conditions**".
3. These Terms and Conditions are addressed to both consumers and so-called Protected Entrepreneurs using the online store.
4. For the purposes of these Terms and Conditions, PKL S.A. introduces a glossary and particular terms shall have the following meaning:
 - 4.1. **Customer** - an entity purchasing the services of PKL S.A. via an online store, entering into a Sales Agreement or using an Electronic Service in accordance with the Terms and Conditions, who has the legal capacity to perform legal actions to the extent that it enables the effective performance of a specific action within the Online Store;
 - 4.2. **Consumer** - a natural person making a legal transaction with an entrepreneur that is not directly related to the economic or professional activity of the natural person, and a natural person entering into an agreement directly related to their economic activity, when the provisions of the agreement indicate that this economic activity does not have a professional character for that person, arising in particular from the object of their economic activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity (the so-called protected entrepreneur);
 - 4.3. **Account** - Electronic Service made available to the Customer as part of the Store, allowing the Customer to use additional functionalities. The Customer gains access

to the Account by means of a login and associated password. The Customer logs into their Account after registering with the Store. The Account allows the recording and storage of information about the Customer's data, order history, advertised and returned orders, as well as other services made available to the Customer by the Seller;

- 4.4. **Cart** - Electronic Service made available to a Customer who has an Account with the Store. The Service consists in enabling the Customer to place an order, enter discount codes that allow for price reductions on a separately defined basis, display a summary of the price of individual products and services and all products and services combined. The Cart collects offers made by the Customer to conclude a Sales Agreement, i.e. more than one offer to conclude a Sales Agreement can be made within a single order;
- 4.5. **Minimum Technical Specifications** - technical requirements that must be met to use the Store, including Electronic Services, placing an order or concluding a Sales Agreement, i.e.: having a PC or mobile device; Internet access; Internet browser installed on the PC or mobile device (Internet Explorer version 11.0 or higher, Mozilla Firefox version 50.0 or higher, Opera version 42.0 or higher, Google Chrome version 55.0 or higher) and a program to open PDF files;
- 4.6. **Terms and Conditions** - this document setting out the rules of operation of the Online Store, in particular the rules for creating an Account, placing Orders, concluding Sales Agreements and using other services made available by the Seller through the Online Store to Customers. The Terms and Conditions define the rights and obligations of the Customer and the Seller. With regard to services provided electronically, these Terms and Conditions are the rules referred to in article 8 of the Act of July 18, 2002 on the provision of services by electronic means;
- 4.7. **Sales Agreement** - sales agreement within the meaning of the Civil Code, concerning the sale by the Seller to the Customer of products and services for payment of a specified price. The Sales Agreement is concluded between the Customer and the Seller with the use of means of remote communication, after acceptance of the order by the Seller and in accordance with the Terms and Conditions;
- 4.8. **Electronic Services** - service provided electronically, within the meaning of the Act of 18 July 2002 on the provision of electronic services, by the Seller to the Customer through the Store, in accordance with these Terms and Conditions. To the extent that services are provided by entities cooperating with the Seller, the relevant provisions

on the rules of use of these services are contained in the regulations on the provision of services by these entities;

- 4.9. **Law on Consumer Rights** - act of 30 May 2014 on consumer rights (i.e., Journal of Laws of 2020, item 287, as amended);
- 4.10. **Product and service entitlement** - under these Terms and Conditions, the Consumer acquires entitlement to particular products and services in the form of: **tickets, SKIpasses, bicycle cards and vouchers**, as defined in the point below;
- 4.11. **Ticket** - a document entitling the Consumer to travel by rail in one or both directions, depending on the fare selected by the Consumer, or to use (enter) a selected tourist attraction at a selected resort;
- 4.12. **Combined ticket / package** - entitles to travel on two railways of the PKL Group or to travel on one selected railway of the PKL Group together with the use of an additional service offered by PKL S.A. or an entity cooperating with it;
- 4.13. **SKIpass** - entitles you to a single ride up/up-down on the cable railway and ski lift (depending on the type of purchased SKIpass). Multi-day SKIpasses are valid for a period of several consecutive days, counting from the day of their activation. Each SKIpass is personalised. Personalisation occurs at the first passage through the gate with a reader and camera;
- 4.14. **Personal seasonal SKIpass** - personal document entitling to multiple use of the cable railways and ski lifts in a given ski season in the facilities indicated in the Rules of use of the seasonal SKIpass. Only one person is authorised to use the seasonal SKIpass. Identification takes place by taking a photo of the person authorised to use the seasonal SKIpass at the first passing through the gate with a reader and camera, and providing name and surname at the time of purchase (seasonal SKIpass does not include a seat on the cable car to Kasprowy Wierch); seasonal SKIpass can not be used in particular by persons who use it professionally and for financial gain, such as ski coaches / instructors, owners and employees of ski schools; all rules of purchase and use of the seasonal SKIpass and exemptions are contained in the Rules of use of the seasonal SKIpass;
- 4.15. **Bicycle Pass** - a document that entitles you to use the cable railway or chairlift depending on the type of purchased service in the following facilities: Mosorny Groń, Góra Żar, Palenica and Butorowy Wierch. The passes include insurance for the cyclist. A person entitled to a bicycle pass may use it on Butorowy Wierch - in this case, it is not possible to use the PKL Bike Parks trails, the descent to the lower

station is possible only through public roads. Each Bicycle Pass is personalised. Personalisation of the pass takes place at the time of providing the data of the Consumer during the purchase of the pass. The following types of Bicycle Passes are offered:

(a) 10-ride card for cyclists:

- use by the end of the bicycle season in the year of card purchase,
- the 10 rides can be used at 4 facilities: Góra Żar, Mosorny Groń, Palenica, Butorowy Wierch,
- for purchase at the box office and online;

(b) a day card for cyclists:

- can be used in 4 facilities: Góra Żar, Mosorny Groń, Palenica, Butorowy Wierch (excluding day card for cyclists in Palenica resort - available rides on the selected day, only in the Palenica facility),
- is refundable in accordance with section 9, point 2 of these Terms and Conditions,
- for purchase at the box office and online;

4.16 **Receipt** - an authorisation confirming participation in a tourist event or service in the form of a tourist product;

4.17 **PKLpass** - electronic card on which entitlements to SKIpasses / KW SKIpasses / season SKIpasses / Tourpasses / tickets / Bicycle Passes / sports cards purchased by the Consumer are recorded. The card enables the use of the Centers belonging to the PKL S.A. Group, but the entitlement placed on the PKLpass entitles the Consumer to use only one PKL S.A. Center on a given day with the exception of the Bicycle Pass and Season SKIpass, which the Consumer may use in the selected Centers available within the offer without limitation on the same day; **PKLpass** comes in the form of:

- a) a non-returnable card,
- b) a returnable card;

4.18 **Deposit** - a refundable deposit of PLN 10.00 (in words: ten zlotys 00/100) is charged upon issuance of the returnable card indicated in point 4.17(b). The deposit shall not be refundable in case of loss or visible mechanical damage to the card and return of the card after the specified return date;

4.19 **Hand luggage** - in the price of the ticket, SKIpass, seasonal SKIpass, the Consumer is entitled to carry one type of luggage, provided that:

- a) the length, width and height of luggage do not exceed 130 cm in total; (does not apply to skiing equipment - snowboard, one pair of skis including poles),
- b) luggage weight does not exceed 10 kg (does not apply to the ski equipment),
- c) a pram does not weigh more than 20 kg;

Luggage carriage is possible if the rules and regulations of the particular facility allow it.

4.20 **Additional luggage** - a bicycle or any luggage that is not hand luggage or exceeds the parameters specified in point 4.19 is subject to an additional charge. The carrier has the right to refuse to carry additional luggage;

Luggage carriage is possible if the rules of the selected facility allow it.

4.21 **Price list** - a document indicating current prices for individual services of PKL S.A., including in particular tickets, SKIpasses, season SKIpasses, bicycle passes, combined tickets, packages, event vouchers and tourist products. Prices are given in Polish zloty (PLN) and include VAT at the rate in force on the day of purchase of a given service of PKL S.A. The current price list is available on the website www.pkl.pl. Prices of products and services in available sales channels (cash registers, automatic cash registers, online store) may vary;

4.22 **GT&C** - General Terms and Conditions of Insurance; a document with which the Consumer is required to read and accept in the event of purchase:

- a) bicycle passes in PKL S.A. facilities: Mosorny Groń, Góra Żar, Palenica, Butorowy Wierch, i.e. a day pass for cyclists and a 10-ride card for cyclists;
- b) event or tourism product;

4.23 **PKL Tours** - an organisationally separate part of PKL S.A., within the framework of which the Company acts as an Organiser of tourist events or offers tourist products adapted to the offer of a given resort and the season currently in force - summer and winter offer;

4.24 **Tourist event** - offered to the Consumer by PKL Tours, in which the Company PKL S.A. acts as an organiser within the meaning of the Act on the organisation of tourist events, taking place at a selected place and date, information and details of the offer and the general terms and conditions of participation in the tourist event available on the website www.sklep.pkl.pl;

4.25 **Tourist product** - a product offered to the Consumer by PKL Tours, at a specific place and date selected in the course of booking. The information and details of the offer, together with the general terms and conditions of participation in the selected product, are available on the website www.sklep.pkl.pl.

Information for Consumers

5. Online booking and sales of products and services are carried out through the website at www.sklep.pkl.pl, hereinafter referred to as the "**online sales system**".
6. Consumers who use the online sales system shall comply with the law and the provisions of these Terms and Conditions, the Terms and Conditions for the use of the visited PKL S.A. facility. Consumers may not use the online sales system to provide unlawful content to anyone.
7. Consumers of the online sales system acknowledge that the safe operation of railroads and ski lifts depends on the prevailing weather conditions, and that in the event of a deterioration of these conditions, the operation of railways and ski lifts may be suspended without notice and until further notice. PKL S.A. informs that the current schedule of railroads and ski lifts and data on prevailing weather conditions are available at the resort selected by the Consumer and at the website www.pkl.pl.
8. Notwithstanding the provisions of item 7 of this section of the Terms and Conditions, any person who engages in sports, recreation or tourism in the areas of the resorts to which the product service applies should listen to the recommendations of the mountain rescue service when an extraordinary threat to the safety of the occupants of the selected resort is identified.
9. In the event of an epidemic threat or an epidemic state, Consumers staying on the premises of the facility and using its services are obliged to comply with the sanitary-epidemiological rules resulting from executive acts issued on the basis of the provisions of the Act of December 5, 2008 on prevention and control of infections and infectious diseases in humans (i.e. Journal of Laws 2021 item 2069 as amended.). Failure to comply with the rules by the Consumer is grounds for a refusal to provide the service.
10. The Consumers are obliged to familiarise themselves with the opening hours of the facility before purchasing a product or service. If the Consumer purchases a ticket/SKIpass/seasonal SKIpass/bicycle pass beyond the opening hours of the facility the remaining balance due for the unused product service will not be refunded.

11. Consumers are prohibited from reselling tickets, SKIpasses, seasonal SKIpasses, bicycle passes, packages, receipts.
12. In the Palenica facility in Szczawnica, as part of the service provided, PKL S.A. will perform for the Consumer the service of a ride on a cable railway, carpet lift or a gravity slide (depending on the ticket variant selected by the Customer) and in each case automatically take a commemorative photo of the Consumer, including, as the case may be, surrounded by other Consumers using the cable car, carpet lift or the gravity slide. By using the service, the Consumer authorises the free dissemination of their image, recorded in the form of a commemorative photo, through its temporary publication on a monitor located at the terminal station of the cable railway, carpet lift or gravity slide, including for the purpose of the Consumer becoming acquainted with the commemorative photo and offering them the opportunity to purchase the photo. The scope of the service is limited to taking a photograph of the Consumer. The Consumer has the opportunity, under a separate service, in particular, to purchase a printed photo or to purchase items offered by PKL S.A. personalised for the Consumer through the use of the photo taken. The detailed scope and conditions of such additional services are specified in a separate price list. Refusal to use the above additional services does not constitute grounds for a reduction in the price of the ticket or SKIpass.
13. As part of the service of the ride on the gravity slide and carpet lift in the Gubalowka resort, PKL S.A. will automatically perform for the Consumer (also referred to as: "**Buyer**" or "**Customer**") a service in the form of a commemorative photo of the Customer, including, as the case may be, surrounded by other Customers using the gravity slide / carpet lift. By using the service, the Customer authorises the free dissemination of their image, captured in the form of a commemorative photo, through its temporary publication on a monitor located at the end station of the gravity slide / carpet lift, including for the purpose of the Customer becoming familiar with the commemorative photo and offering them the opportunity to purchase the photo. The scope of the service is limited to the taking of a photo of the Customer. The Customer has the opportunity, as a separate service, in particular, to purchase a printed photo or to purchase items offered by PKL S.A. personalised for the Customer through the use of the photo taken. The detailed scope and terms of such additional services are specified in a separate price list. Refusal to use the above additional services does not constitute grounds for a reduction in the ticket price.

14. In matters not covered by the Terms and Conditions, the relevant provisions of the following terms and conditions shall specify the rights and obligations of the Consumer, depending on the entitlement to the service or product that the Consumer has purchased:

- a) **Gubałówka, Butorowy Wierch** - "Terms and Conditions for the use of the Gubałówka tourist and ski facility by Consumers";
- b) **Góra Parkowa**: "Terms and Conditions for the use of the Góra Parkowa facility by the Consumers";
- c) **Góra Żar**: "Terms and Conditions for the use of the Góra Żar tourist and ski facility by the Consumers";
- d) **Góra Żar**: "Terms and Conditions of the bicycle routes of Góra Żar PKL S.A.";
- e) **Palenica**: "Terms and Conditions for the use of the Palenica tourist and ski facility by the Consumers";
- f) **Palenica**: "Terms and Conditions for the use of the Palenica bicycle routes";
- g) **Mosorny Groń**: "Terms and Conditions for the use of the Mosorny Groń tourist and ski facility by Consumers";
- h) **Mosorny Groń**: "Terms and Conditions for the use of the PKL BIKE PARKS MOSORNY bicycle routes";
- i) **Jaworzyna Krynicka**: "Terms and Conditions for the use of the Jaworzyna Krynicka ski station in Krynica-Zdrój",
- j) **Solina**: "Terms and Conditions for the Use of the "SOLINA" facility by Consumers";
- k) **"Mysterious Solina" Theme Park**: "Terms and Conditions for the use of the 'Mysterious Solina' theme park";
- l) **GT&C** - General Insurance Terms and Conditions for cyclists and tourist products;
- m) **Terms and conditions of selected combined tickets / packages available at www.pkl.pl** during the period of availability of the selected service;
- n) **General Terms and Conditions of Participation** - GT&C of the Tourist Event, GT&C of the Tourist Product;
- o) **Seasonal SKIpass**: "Terms and Conditions for the sale and use of seasonal SKIpass by Consumers in selected PKL SA facilities".

Purchase

15. PKL S.A. provides online booking of products and services 7 days a week, 24 hours a day, except for necessary technical breaks or failures.

16. The duration of the service that PKL S.A. provides to a Consumer who has purchased a given entitlement to a service or product through the online sales system depends on the type of the given product or service and its validity period.

§ 2

Technical requirements for purchase

1. In order to use the Store, including browsing the Store's assortment and placing orders for PKL S.A. products and services, minimum technical specifications must be met.
2. The Seller is not responsible for disruptions, including interruptions in the operation of the Store caused by force majeure, unauthorised acts of third parties.
3. Browsing the Store's assortment is free of charge and does not require creating an Account. Placing orders by the Customer for products and services on the Store's website is possible either after creating an Account in accordance with the provisions of §3 of the Terms and Conditions or by providing the necessary personal information that allows for processing the Order without creating an Account.
4. The Seller informs that the main risks associated with the use of a store that sells at a distance via the Internet include, in particular, interference by third parties, computer viruses, or unsolicited electronic messages sent to multiple recipients (spam). It is in every user's interest to install and update legitimate software to protect the user's device from threats.
5. In the event of any non-compliance of Electronic Services with the Terms and Conditions, the Customer shall cooperate with the Seller to a reasonable extent to determine whether the non-compliance of Electronic Services with the Terms and Conditions is due to the characteristics of the Customer's digital environment. In the case of non-compliance of Electronic Services with the Terms and Conditions, the Consumer is entitled to legal remedies provided by generally applicable laws.
6. The Seller shall provide the Customer with the ability to use the Electronic Services immediately after the conclusion of the agreement for the use of Electronic Services, with the proviso that the use of the Cart shall begin when the Customer adds the first Product to the Cart.
7. Electronic Services are provided in the latest available version - their update does not require any additional action on the part of the Customer.

§ 3

Consumer account and how to buy

1. Consumers order and buy entitlements to products or services via the online sales system using their personal accounts.
2. To create an account the Consumer must register by providing the following data:
 - a) name and surname;
 - b) address of residence;
 - c) e-mail address that will be the login/ID of the user;
 - d) mobile phone number.
3. The Consumer will gain access to their account by a login (user ID) and a password.
4. Consumers can buy an entitlement to a specific product or service after providing the data necessary for the purchase.
5. In order to purchase a Bicycle Pass, the Consumer must read the GT&C and submit a statement of being familiar with it.
6. In order to purchase a receipt for a tourist product or a tourist event, the Consumer must read the GT&C and the General Terms and Conditions of Participation.

§ 4

Rules for placing an order

In order to place an Order, you must:

1. Log in to the previously created Customer Account or use the option of placing an Order without registration.
2. Select the appropriate completion date and the product or service that is the subject of the Order.
3. Select how to receive the product or service.
4. If you have chosen the option of placing an Order without registration, fill out the Order Form by entering the data of the recipient of the Order, enter the invoicing data, if different from the data of the recipient of the Order.
5. Click the "proceed to checkout" button.
6. Select one of the available payment methods then, depending on the payment method, pay for the order by the specified deadline, subject to § 7, point 3.

§ 5

Charges for products and services

1. PKL S.A. stipulates that in the case of significant demand for a particular service or product, it may introduce a limitation on the number of offered products and services that a given Consumer may reserve and purchase for a specific date.
2. When a Consumer incurs additional costs related to the purchase of a product or service (in addition to the prices listed in the online sales system), the Customer must give separate and explicit consent.
3. PKL S.A. stipulates that in the event of the introduction of an epidemic threat, PKL S.A. may limit the number of available products and services offered to the Consumer for reservation and purchase for a specific date, in order to ensure sanitary safety.

Liability rules

4. Under penalty of blocking the entitlement to a particular product or service, it is not allowed to:
 - a) share a personalised SKIpass, season SKIpass, bicycle pass, receipt with others;
 - b) resell or lend tickets to third parties; they serve only one person for whom they were purchased;
 - c) use a service or product at a discounted price, when the Consumer is not entitled to a discount (preferential rates).
5. PKL S.A. prohibits the consumer from using an organised tourist and ski area and resort without a valid authorisation.
6. Customer service personnel can check whether the Consumer complies with the rules for using the acquired entitlement to a particular product or service.
7. In the event of discovering the absence of an appropriate document authorising the use of a product or service, an employee of PKL S.A. or a facility managed by a PKL Group company shall collect from the Consumer the appropriate amount due for the product or service and an additional fee, or issue a demand for payment.
8. In the absence of a valid document certifying the Consumer's entitlement to free or discounted use of a product or service, an employee of the Customer Service Office / cashier at the facility shall collect the correct amount due for the service or product and the additional fee to be paid at the counter of the specific facility or at the Customer Service Office.
9. The collected fare and additional charge, after payment of a handling fee corresponding to the costs incurred by PKL S.A., are refundable if the Consumer documents, no later than within 7 days from the date of realisation of the product or service, the entitlement to free or reduced fare.

10. PKL S.A. is entitled to refuse to provide the service in case of lack of a document indicating the right to use a particular product or service and lack of entitlement to reduced fare.
11. During the use of the seasonal SKIpass in the facilities covered by the service, the Consumer is obliged, at the request of PKL S.A. staff, to present their seasonal SKIpass, and allow its verification by showing a document confirming the identity of the Consumer. Refusal to present the seasonal SKIpass with the document or providing another person with it results in blocking the possibility of further use of the seasonal SKIpass.

Deposits

12. The PKLPass returnable card is the property of PKL S.A., and the Consumer is its holder for the duration of use of the service (product) after paying a deposit. The deposit amounts to PLN 10.00 (in words: ten zlotys 00/100), and the Consumer pays it when purchasing a: ticket, SKIpass, season ski pass and bicycle pass.
13. Refund of the deposit for the returnable card can only be obtained by returning the PKL Pass at the cash desks of PKL S.A. facilities, Service Offices (PKL S.A. informs that the list of Customer Service Offices and PKL S.A. facilities, along with addresses and opening hours for customers, is available at www.pkl.pl) or the so-called Refund Machines. The basis for the refund of the deposit is the return of the card that has no cracks, bends or other visible mechanical damage, and meeting the deadline for the return of the card, otherwise, the Consumer will not receive a refund of the deposit. The deadlines applicable to the return of cards by the Consumer are as follows:
 - i. if a SKIpass is purchased - by May 15 each year during the season,
 - ii. if a bicycle pass is purchased - by October 31 of each year in which the pass is purchased.

Location of refund machines:

- Kasprowy Wierch - lower station, at ul. Kuźnice 14, 34-500 Zakopane
- Palenica - lower station, at ul. Główna 7, 34-460 Szczawnica
- Zar Mountain - lower station, at ul. Górska 21, 34-312 Międzybrodzie Żywieckie
- Jaworzyna Krynicka - lower station, at ul. Czarny Potok 75, 33-380 Krynica-Zdrój

§ 6

Who is eligible for discounted services and products

1. Discounted tickets are available to:

- a) children aged 4-15, based on proof of age;
 - b) youth aged 15-26 - based on:
 - a valid school ID card;
 - a valid student ID card;
 - a valid doctoral student card certified for the next period by the university;
 - foreign school and university students up to 26 years of age, based on an ISIC or Euro 26 ID card;
 - c) persons over 65 years of age, on the basis of a valid ID card with a picture;
 - d) guides or supervisors of school groups. Guide/pilot of the group leading a minimum of 10 children (one for the entire group). Supervisors of school groups (1 supervisor per 10 children);
 - e) disabled persons with a significant degree of disability pursuant to article 3 item 1 point 1 of the Act of 27 August 1997 on professional and social rehabilitation and employment of disabled people (i.e. Journal of Laws 2020 item 46, as amended) (formerly 1st group disabled persons) based on the disabled person's ID or a valid disability certificate;
 - f) blind people with a guide or guide dog on the basis of a valid disability ID or valid disability certificate, where the reason for disability is indicated as "04-0", "O", "o" or "h" (ICD-10 code);
 - g) caregiver of the aforementioned disabled person from subpoints (e) and (f);
 - h) foreign persons with disabilities on the basis of the EU disability card.
2. SKIpasses with a discount on purchase can be obtained by:
- a) children aged 4-15, based on proof of age;
 - b) persons over 65 years of age, on the basis of a valid ID card with a picture;
 - c) disabled persons with a significant degree of disability pursuant to article 3 item 1 point 1 of the Act of 27 August 1997 on professional and social rehabilitation and employment of disabled people (i.e. Journal of Laws 2020 item 426, as amended) (formerly 1st group disabled persons) based on the disabled person's ID or a valid disability certificate;
 - d) blind people with a guide or guide dog on the basis of a valid disability ID or valid disability certificate, where the reason for disability is indicated as "04-0", "O", "o" or "h" (ICD-10 code);
 - e) caregiver of the aforementioned disabled person from subpoints (c) and (d);
 - f) foreign persons with disabilities on the basis of the EU disability card.

3. Free rides are available for children up to the age of 4 on the basis of a ticket/ SKIpass of the guardian - the child's guardian is required to present a document confirming the age of the child (does not apply to organised groups).
4. Seasonal SKIpasses with a discount on purchase can be obtained by:
 - a) children aged 4-15, based on proof of age;
 - b) persons over 65 years of age, on the basis of a valid ID card with a picture;
5. Bicycle passes are not eligible for discounts.
6. In the case of combined tickets / packages / travel products / travel events, detailed rules for the purchase of concessionary entitlement contained in separate regulations and terms of participation available at www.pkl.pl and www.pkltours.pl.

§ 7

Rules of payment and the method of delivery of entitlement to a specific product or service

1. Payment for an entitlement to a service or product is possible through an electronic payment system accepted by PKL S.A.
2. The Consumer of the online sales system acknowledges that when they press the "CONFIRM PURCHASE" button located at www.sklep.pkl.pl/koszyk/summary.html under the "Cart" tab, they will have to pay the price listed there, together with the deposit for the returnable card (if there is one with the specific service or product).
3. The Consumer should make payment for the order within 2 hours of placing it. Entitlement not paid within this period returns to the sales pool, and the order is canceled.

Receiving entitlement to a product or service

4. The Consumer can choose one of three ways of delivery of the purchased entitlement to a service or product:
 - via email, or
 - via a text message, or
 - by topping up their PKLpass (not applicable to combined tickets/ packages/ vouchers).The Consumer will receive the purchased ticket to the e-mail address or mobile phone number provided at the time of ordering. In order to receive a ticket via a text message, the Consumer must have access to the Internet on their mobile phone.
5. A non-registered Consumer cannot receive a ticket via a text message and PKLpass card top-up.

6. The Consumer can choose between two methods of delivery of the purchased SKIpass, seasonal SKIpass pass and bicycle pass:

- a) by topping up the PKLpass card,
- b) through personal collection at Skipassomat using a code sent to their mobile phone via a text message.

When making a purchase in the "STEP 2." tab, the Consumer selects the desired option for delivery of the purchased SKIpass / season SKIpass / bicycle pass. A non-registered Consumer cannot select the option to top up the PKLpass card.

7. Consumers of the online sales system can pick up purchased SKIpasses, seasonal SKIpasses and bicycle passes in person at SKIpass machines, on the basis of the SMS code received to the phone number provided. Consumers can pick up a PKLpass card with a topped-up SKIpass, seasonal SKIpass or bicycle pass at the selected SKIpass machine. In the event of a malfunction of the SKIpass machine, Consumers should go to the Customer Service Office or the cashier of the resort, during the hours of availability for customers.

SKIpass machine locations:

- a) Góra Żar, ul. Górska 21, 34-312 Międzybrodzie Żywieckie (lower station),
- b) Gubałówka, ul. Na Gubałówkę 4, 34-500 Zakopane; (lower station),
- c) Kuźnice - lower station of Kasprowy Wierch, ul. Kuźnice 14, 34-500 Zakopane; (lower station),
- d) Zakopane - – Poczta Polska, ul. Krupówki 20, 34-500 Zakopane; (Post Office building),
- e) Zakopane - underground passage, intersection of ul. Krupówki and ul. Nowotarska, 34-500 Zakopane; (underground passage),
- f) Mosorny Groń - Zawoja, 34-223 Zawoja, (lower station),
- g) Jaworzyna Krynicka, ul. Czarny Potok 75, 33-380 Krynica Zdrój (lower station),
- h) Palenica, ul. Główna 7, 34-460 Szczawnica (lower station).

8. The condition for providing a SKIpass, seasonal SKIpass or bicycle pass by topping up the PKLpass card is to have a PKLPass card and register the card in the online store.

§ 8

Withdrawal from the agreement (waiver at the will of the Consumer)

1. The Consumer may resign from the purchase, i.e. withdraw from the agreement of sale of entitlement to a specific product or service, concluded with PKL S.A. during the purchase of the service according to the rules described below.
2. If the Consumer resigns from the purchased ticket and SKIpass, cyclist day card, (i.e. withdraws from the agreement) by 11:59 p.m. on the day preceding the date of service, PKL S.A. will refund 100% of the price of the purchased entitlement.
3. If the Consumer cancels the purchased entitlement to a tourist product or a tourist event, (i.e. withdraws from the agreement) by 3:00 p.m. 2 days before the date of the event or product, PKL S.A. will refund 100% of the price of the purchased entitlement. In accordance with the rules for the return of tourist products and events contained in the General Terms and Conditions of Participation.
4. If you wish to withdraw from the combined ticket / package, the provisions of the terms and conditions of the respective special offer or the facility to which the combined ticket / package entitlement applies are applicable.
5. PKL S.A. will not accept the cancellation, that is the cancellation will be ineffective if the consumer notifies PKL S.A. of the cancellation on the day the entitlement in question is in use.
6. In order to withdraw from the agreement for the purchase of entitlement to a specific product or service in the online store, the Consumer must follow the steps described in § 10 item 16 of these Terms and Conditions.
7. In case of withdrawal from the agreement concluded via the online sales system of PKL SA, such agreement shall be deemed uncompleted.
8. In the case of the seasonal SKIPass and the 10-ride card for cyclists, the right of withdrawal is not available, the listed services are seasonal, and there is no risk of not being able to exercise this entitlement.

§ 9

Refund policy for unused entitlements to a specific product or service

1. A large number of people who use a particular facility, bicycle routes or ski trails, as well as bad weather and ski conditions and a partial restriction of the width of the ski trail are not regarded by PKL S.A. as grounds for reimbursement.
2. In the case the cable railway / funicular is not running or is stopped for more than one hour, PKL S.A. shall reimburse Consumers for the travel tickets that could not be used for this reason. The exception is a ticket purchased for the Solina gondola lift. In the event that it does not run or is halted for more than one hour, PKL Solina organises substitute transportation. Customers

are driven from the upper station "Jawor" to the lower station "Plasza". If the consumer does not use the substitute transport, PKL will refund 50% of the fare.

3. Refunds for attractions in Solina resort - observation tower, Sky Walk - if a particular attraction is not used, PKL will refund the entire amount of the purchase price according to the Price List for the given day of purchase for the selected attraction, only if PKL Solina closes the attraction.
4. 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 "Mysterious Solina" Theme Park or all available attractions in the Park, which may be excluded from use at any given time due to weather conditions or other factors. Information regarding the closure of selected attractions is available at the park's ticket offices. An exception to this is when PKL Solina closes the "Mysterious Solina" Theme Park area due to the safety of Consumers, in which case, if the "Mysterious Solina" Theme Park area is closed for more than one hour, PKL Solina shall refund to the Consumer the amount due for the admission ticket not used for this reason.
5. For refunds on Packages available in the Solina resort, the rules described in items 2-4 of this section shall apply.
6. The combined ticket for the funicular Gubałówka and chairlift Butorowy Wierch is non-refundable. In the case of non-operation of one of the lifts or railways for which the combined ticket is purchased that lasts more than one hour, Consumers are taken by the other railway of lift for which the consumer purchased a combined ticket, without paying additional surcharges.
7. For refunds of combined tickets / packages, in addition to the above, separate terms and conditions of the selected PKL S.A. center and terms and conditions of the selected combined tickets / packages apply.
8. The rules and the amount of refunds for SKIpasses and Bicycle Passes depend on the reasons and time of the refund.
9. Rules for returning SKIpasses when ski trails are closed:
 - a) in the event that the discontinuation of the lift/railway service occurs before the expiration of half of the SKIpass validity period, the Consumer will receive a 100% refund;
 - b) in the event that the lift/rail stoppage occurs after using half of the SKIpass validity time, the Consumer will receive a 50% refund.
10. In the case of seasonal SKIpasses refundable are only seat tickets for Kasprowy Wierch cable car, only in cases when the cable car does not run in the hour indicated on the seat ticket. Payment for seasonal SKIpass is not refundable, including in the case of blocking the SKIpass by PKL S.A. due to circumstances described in §1 item 11.

11. Rules for the return of the Day Card for cyclists:
 - a) in the event that the cable car / chairlift is discontinued before the expiration of half of the validity period of the cyclists' day card, the Consumer will receive a 100% refund;
 - b) in the event that the cable car / chairlift is discontinued after using half of the validity time of the day card for cyclists, the Consumer will receive a 50% refund.
12. The 10-ride cards for cyclists are non-refundable.
13. Entitlement in the form of a Receipt for participation in an event or tourist product is refundable if PKL Tours cancels the event or tourist product in cases described in the General Terms and Conditions of Participation, in which case the Consumer receives part or all of the payment for the Receipt in accordance with the provisions of the General Terms and Conditions of Participation of the product or tourist event.
14. The consumer has the right to return in accordance with items 2-13 of this section of the Terms and Conditions, up to 30 days from the date on which the service or product was to be provided to the consumer.
15. In matters not regulated in this section, the provisions of the terms and conditions indicated in section 1 item 14 shall apply.
16. The refund referred to in the items of this section shall be made as follows:
 - a) The Consumer, after logging into the online sales system at www.sklep.pkl.pl, selects the "Your orders" tab and clicks on "RETURN" or "COMPLAINT";
 - b) The Consumer then selects the product they want to return and presses the "RETURN" or "COMPLAINT" button;
 - c) The Consumer is directed to the list of products where they select the ones that they wish to return and provides a reason for such return (mandatory);
 - d) PKL S.A. will check the compliance of the return with the Terms and Conditions, and then issue a refund instruction.
17. In the case of purchase of entitlement to a product or service without registration, the Consumer returns the product after clicking on the corresponding link to the return form, which he received in the order confirmation e-mail. Further steps are the same as those described in item 16 of this section.
18. Returns are analysed on the basis of the reason given by the Consumer for the return. In case of rejection of the return by PKL S.A., the Consumer receives feedback with the reasons for the rejection of the return.

19. If the return is legitimate, an e-mail confirmation will be provided to the Consumer along with a corrective invoice and the refund procedure will be initiated.

§ 10

Complaints

1. The Consumer has the right to file a complaint if, in their opinion, PKL S.A. has not performed the service or has performed it in an improper manner. The complaint can be filed within 2 months from the date the service is provided to the Consumer by PKL S.A. at the facility.
2. You can make a complaint in one of the following three ways:
 - a) online via the online sales system.
 - b) by e-mail to the following address: reklamacje@pkl.pl,
 - c) in writing at the address of PKL S.A. indicated in § 1 item 1.
3. The complaint must include the Consumer's name, e-mail address, postal address, order number, ticket/ PCLpass number and the reasons for the complaint.
4. The complaint related to the operation of the electronic payment system must include, in addition to the information indicated in item 3: transaction number, payment confirmation, amount of the transaction, last name and first name of the owner of the bank account (payment card), date of transaction.
5. Complaints are processed within 14 days from the date of their receipt. The Consumer will be notified of the outcome of the complaint procedure in writing or on a durable medium sent to the e-mail address.
6. If the Consumer does not receive a notice of how the complaint was handled within 14 days from the date of receipt of the complaint, it means that the complaint was accepted.
7. In the case of the purchase of combined tickets / packages, the terms and conditions of the respective combined ticket / package shall apply to complaints.

§ 11

Personal data of consumers

1. PKL S.A. ensures a full respect of privacy and protection of personal data of Consumers.
2. The controller of the personal data of persons using the online store operated at <https://www.sklep.pkl.pl>, including Consumers, is Polskie Koleje Linowe S.A. with its seat in Zakopane (34-500) at ul. Bachledy 7D.

3. PKL S.A. informs in detail about the processing of personal data of persons using the online store via the information clause available on the website of the aforementioned store.

§ 12

Final provisions

1. PKL S.A. shall not bear any responsibility for mail server administrators blocking messages to the e-mail address provided by the Consumer of the online sales system and for the software installed on the Consumer's computer deleting or blocking e-mail messages.
2. PKL S.A. shall not bear any responsibility for errors in the service of the Consumer of the online sales system arising as a consequence of the Consumer providing incorrect data.
3. PKL S.A. shall not bear any responsibility for transactions that are made by unauthorised people that gain access to the Consumer's account of the online sales system as a result of failure to follow the principles of safety when handling login and password to the account.
4. PKL S.A. reserves the right to amend the Terms and Conditions. Any amendments to the Terms and Conditions shall come into force on a date to be indicated by PKL S.A., no sooner than 14 days after the date they are made available in the online sales system. The Consumer who has made a purchase (concluded an agreement for the provision of services with PKL S.A.) before the effective date of these Terms and Conditions, recognises the provisions of these Terms and Conditions as binding if they agree to them under the terms of item 5 of this section of the Terms and Conditions.
5. The agreement between PKL S.A. and the Consumer who purchased a service before the effective date of these Terms and Conditions shall be terminated within 14 days from that date, unless the Consumer submits within that period a statement of consent to the continued provision of services under these Terms and Conditions. The agreement with the Consumer shall also not be terminated if the Consumer uses the purchased service after the effective date of these Terms and Conditions.
6. During the term of the agreement, the Consumer has the right to demand:
 - confirmation of the contents of the agreement in writing,
 - a change of the means of remote communication, unless the use of such means is not provided for in the agreement or does not correspond to the nature of the service provided.
7. The Terms and Conditions are effective as of 24.03.2023.

NOTICE ON THE PROCESSING OF PERSONAL DATA
of the Consumers using the online store www.sklep.pkl.pl

1. We would like to inform you that the controller of the personal data of persons using the online store (hereinafter: "**Data**") is Polskie Koleje Linowe S.A. with its seat in Zakopane (34-500), at ul. Bachledy 7D (hereinafter: "**Controller**").
2. In matters related to the processing of the Data, the Data Protection Officer can be contacted in the following ways:
 - a) by email to: iodo@pkl.pl,
 - b) in writing to the Controller's registered office address (given above).
3. The Data will be processed to:
 - a) conclude and perform a sales agreement for the services of the Controller and its partners, including those belonging to the PKL S.A. Group, i.e. in particular 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., PKL Solina 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 refunds - and the basis for processing the Data for this purpose is the necessity to perform the agreement or to take action prior to its conclusion at your request or to fulfill legal obligations incumbent on the Controller, including in particular tax or accounting obligations;
 - b) carry out statistical, analytical or promotional activities of the Controller or PKL Group, including marketing and contact, responding to inquiries regarding services, products and providing other information concerning the Controller and PKL Group (e.g., presenting advertisements and offers - also customised to your preferences, including with the use of the information contained in cookies) - and the basis for their processing will be the necessity to realise the Controller's legitimate interest consisting in marketing the Controller's or PKL Group's products and services and making contact;
 - c) respond to any inquiries or requests addressed to the Controller and to conduct further correspondence in this regard - and the basis for their processing will be the necessity to fulfill the purposes arising from the Controller's legitimate interest in conducting correspondence / responding to inquiries;

- d) establish, assert and defend against claims - and the basis for their processing will be the necessity to fulfill the purposes of the Controller's legitimate interest in establishing, defending and asserting possible claims.
4. Provision of personal data is voluntary, however, it is necessary for the Controller to carry out certain activities, in particular, necessary to conclude an agreement within the online store, to make contact with you and to use other features of the online store requiring processing of the Data (failure to provide the Data will make it impossible to conclude and perform an agreement within the online store).
5. Recipients of the data may be the Controller's business partners, in particular those providing support in the field of technical service, payment service, work organisation, IT service providers, entities providing marketing and consulting or legal services, insurance firms, partners belonging to the PKL Group and entities authorised under the law - to the extent necessary for the implementation of the above purposes.
6. You have the right to access the Data, including the right to obtain a copy of such Data, to request their rectification, deletion or restriction of processing, to object to their processing (to the extent that the Data are processed based on the legitimate interests of the Controller), to transfer them to another controller, as well as the right to lodge a complaint to the President of the Personal Data Protection Office - in accordance with the rules of law.
7. The Data are kept by the Controller for the purposes specified above and for the period necessary for the performance of the agreement, and thereafter until the expiration of the statute of limitations for possible claims or for the period prescribed by law, whichever is later.
8. The Controller may exceptionally transfer the Data to processing partners outside the European Economic Area (EEA) but only to the extent necessary, related to the provision of services by these partners to the Controller. In such cases, the Controller shall ensure the protection of the Data, in particular by applying standard data protection clauses adopted by a decision of the European Commission, or transfer the Data to countries on which the European Commission has issued a decision stating an adequate level of protection. In such cases, you have the right to obtain a copy of the security measures used.
9. The data is not subject to automated decision-making and profiling.