

**TERMS AND CONDITIONS**  
**for the use of the**  
**Kasprowy Wierch Tourist and Ski Resort by Consumers**  
**(version in force from 25.05.2023)**

**§ 1**

**Preliminary provisions**

1. The entity managing the organised tourist and ski area is **Polskie Koleje Linowe Spółka Akcyjna** with its registered office in Zakopane, ul. Bachledy 7 D, registered by the District Court for Krakow – Śródmieście, XII Economic Division – KRS, in the Register of Entrepreneurs of the National Court Register under the number KRS 0000429345, with a share capital of PLN 172,700,000, fully paid up, NIP 736-17-16-338, REGON 122633430, hereinafter referred to as “PKL S.A.”.
2. These Terms and Conditions, hereinafter referred to as the “**Terms and Conditions**”, define the rules for the sale of services of the Kasprowy Wierch Resort and the conditions of safety of persons who use them in the area constituting an organised tourist and ski area managed by PKL S.A.
3. For the purpose of these Terms and Conditions, PKL S.A. provides a glossary, giving the following terms the following meaning:
  - 3.1. **Act** – means the Act of 18 August 2011 on safety and rescue in the mountains and organised ski areas (Journal of Laws 2022, item 1425);
  - 3.2. **FIS Terms and Conditions** – a document developed by the International Ski Federation (FIS - Fédération Internationale de Ski), which defines the safety rules for skiing and snowboarding, is Appendix 1 to the Terms and Conditions;
  - 3.3. **Organised tourist and ski area** – it means publicly accessible, properly snowed, marked and protected areas for skiing or snowboarding; they are located near the rope-based transport facilities for transporting people;
  - 3.4. **Kasprowy Wierch Resort** – Kuźnice 14, Zakopane (34-500), place where services are provided. It is an organised tourist and ski area; the resort includes:
    - a) Kasprowy Wierch shuttle cable car,
    - b) Gąsienicowa chairlift,
    - c) Goryczkowa chairlift,
    - d) ski run in Kocioł Goryczkowy,

- e) ski run in Kocioł Gąsienicowy,
- f) ski trail from Hala Gąsienicowa,
- g) ski piste from Hala Goryczkowa,
- h) ski-touring trails marked out along Kocioł Gąsienicowy and Kocioł Goryczkowy;

- 3.5. **Ski run** – an area intended for skiing and snowboarding; it provides a free space for downhill skiing (a one-way path), appropriate to the difficulty of the run and the capacity of the cable and belt transport equipment for transporting people, at which the run is located;
- 3.6. **Ski-touring trail** – a one-way path for ski-touring only, designated along or adjacent to ski runs and ski pistes;
- 3.7. **Two-way ski trail** – a marked two-way path for downhill skiing or ski-touring only (the section from Kuźnice through Nosalowa Przełęcz to the Gąsienicowa lower station);
- 3.8. **Ski piste** – an area intended for downhill skiing and snowboarding, with a width of at least 3 m, a one-way path used for communication between the Goryczkowa lower station of the cable car and Kuźnice (the lower station of the Kasprowy Wierch Cable Car);
- 3.9. **Shuttle cable car** – a passenger overhead cable car, in which vehicles move between stations in a reciprocating (shuttle) motion);
- 3.10. **Chairlift** – a circular overhead cable lift in which the vehicles are chairs;
- 3.11. **Overview map of the organised ski area** – graphic indication of the course, difficulty, length and method of marking the ski runs made available for use, as well as the location of first aid;
- 3.12. **Consumer** – a natural person with legal capacity and a person running a sole proprietorship, when the content of the agreement indicates that the purchase is not of a professional nature for the person, taking into account the profile of the person’s business, hereinafter also referred to as: “**Passenger**”;
- 3.13. **A person engaged in skiing, ski-touring or snowboarding** – a natural person who moves on snow on skis, touring skis or a snowboard in the organised ski area, hereinafter referred to as: “Consumer/Passenger”;
- 3.14. **Tourpass** – a document entitling you to a single or return trip on the Kasprowy Wierch cable car and confirming the conclusion of the agreement on transport of hand luggage. The Tourpass price for the Kasprowy Wierch cable car consists of the following elements:
- a) a named ticket (including your full name),

- b) entrance fees to the Tatra National Park (except for the Tourpass purchased for the downhill ride on the cable car),
- c) seat reservation fees,
- d) priority/reservation fees (if applicable),
- e) additional fees, such as for additional luggage (if applicable).

At the time of purchase, the Consumer must specify the time of the cable car journey, which cannot be changed. A Tourpass purchased for a return trip includes information on the time available to the Consumer at the upper station between the rides by indicating the specific time of the downhill cable car ride on the Tourpass.

3.15. **KW SKIpass** – a document that entitles you to multiple use of chairlifts and one ride on the cable car in the Kasprowy Wierch Resort. The price of the KW SKIpass consists of the following elements:

- a) a named ski ticket (including your full name),
- b) entrance fees to the Tatra National Park,
- c) seat reservation fees (guarantee of reservation of a seat on the cable car on a particular day and at particular hour),
- d) priority/reservation fees (if applicable),
- e) additional fees, such as for additional luggage (if applicable).

The KW SKIpass is a personalised pass. Personalisation takes place when the data of the person using the SKIpass is provided and when the person first passes through the gate with the reader and camera;

3.16. **Named Seasonal SKIpass** – a named document entitling the holder to multiple use of cable cars and ski lifts during a given ski season in the resorts specified in the Terms and Conditions for the Use of the Seasonal SKIpass available at <https://www.pkl.pl/kasprowy-wierch/regulaminy.html>. Only one person shall be authorised to use one 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 reservation on the cable car to Kasprowy Wierch); Seasonal SKIpass cannot be used in particular by persons who use it professionally and for financial gain, such as ski coaches / instructors and owners and employees of ski schools; all rules of purchase and use of the Seasonal SKIpass and exemptions are contained in the Terms and Conditions of use of the Seasonal SKIpass;

- 3.17. **TOP SKIpass** – a document entitling you to multiple use of chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy, without taking the Kasprowy Wierch cable car, available at the resort's ticket offices. Every TOP SKIpass is a personalised pass. Personalisation takes place when the person first passes through the gate with the reader and camera. There are three types of passes:
- a) all-day (day card) – valid on the day for which it was purchased, is refundable in accordance with § 5 item 6;
  - b) 10-ride – to be used until the end of the ski season in the year of purchase of the SKIpass, non-refundable;
  - c) 4-hour – valid for 4 hours on the day for which it was purchased, is refundable in accordance with § 5 item 5 (a) of these Terms and Conditions;
- 3.18. **Seat reservation** – a guarantee of reservation of a seat in a Kasprowy Wierch cable car for a person holding a valid Tourpass, KW SKIpass or Seasonal SKIpass or for a Tatra guide, for the time of travel selected by the Consumer, which cannot be changed. **Unused seat reservation** means the absence of the Consumer from the cable car platform at a given time on the day of travel or during the period indicated on the Tourpass or KW SKIpass;
- 3.19. **Ticket** – a document that is a proof representing payment for a single or return cable car ride on the indicated date (stated on the ticket) with the name and surname indicated, whereby, if the Consumer purchases a service that includes a return ride, then its validity period (actual possibility of using it) is indicated each time on the purchased ticket;
- 3.20. **Combination ticket** – entitles you to travel by the Kasprowy Wierch cable car on the basis of the Tourpass or an entitlement in the form of the KW SKIpass and to use an additional service offered by PKL S.A. or an entity cooperating with it. Combination tickets may be available at the Kasprowy Wierch Resort as part of a fixed offer or during the selected period of a cooperation agreement or promotion. Available in the sales channels of PKL S.A. and at the sales points of cooperating entities. Detailed information about availability and rules of sale can be found at [www.pkl.pl](http://www.pkl.pl), at the Resort, and in the separate Terms and Conditions of the selected combination ticket available at [www.pkl.pl](http://www.pkl.pl);
- 3.21. **Ski ticket** – a document which is a proof of payment for the ride on the Kasprowy Wierch cable car and chairlifts at the Kasprowy Wierch Resort on a given day and time or other period (stated on the ticket);

- 3.22. **Reservation fee** – a fee paid by the Consumer for obtaining a seat reservation in a pre-sale (online/ticket machines/Customer Service Office headquarters), providing a ride at the time selected by the Consumer;
- 3.23. **Priority fee** – a fee paid by the Consumer at the fast track ticket office;
- 3.24. **Express ticket office** (*fast track*) – the ticket office at the Customer Service Office in Kuźnice, where the sale of Tourpasses and KW SKIpasses with a priority fee is conducted, allowing the Consumer to travel during the nearest available hours on the day of their purchase;
- 3.25. **Monthly card** – a document for people employed by an entity that operates on Kasprowy Wierch (an entrepreneur); the card entitles to 30 rides on the Kasprowy Wierch cable car. The document is issued to a named person on the basis of the identity card presented by that person and on the basis of an order placed by the said entrepreneur with PKL S.A. The card does not contain components of Tourpass or KW SKIpass;
- 3.26. **Multipoint travel card** – a document for an employee of an external company, entitles the employee to multiple travel on the Kasprowy Wierch Resort lifts on the basis of an application accepted by the Board of PKL S.A. The card does not contain components of Tourpass or KW SKIpass;
- 3.27. **PKLpass** – an electronic card on which entitlements to SKIpasses / KW SKIpasses / Seasonal SKIpasses / TOP SKIpasses / Tourpasses / tickets / bicycle passes / sports cards that the Consumer has purchased are recorded. The card enables the use of the Resorts belonging to the PKL S.A. Group, but the entitlement placed on the PKLpass entitles the Consumer to use only one PKL S.A. Resort on a given day with the exception of the Bicycle Pass and Seasonal SKIpass, which the Consumer may use in the selected Resorts available within the offer without limitation on the same day;
- The **PkLpass** comes in the following form:
- a) a non-returnable card,
  - b) a returnable card;
- 3.28. **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 3.27(b) of the Terms and Conditions. The deposit shall not be refundable in case of loss or visible mechanical damage to the card;
- 3.29. **Accident** – a sudden event or illness resulting in bodily injury or deterioration of health of a person in the mountains or in organised tourist and ski areas;

- 3.30. **Ski rescuer** – is a person who has completed training in the transportation of persons in need of assistance in organised ski areas, organised by an entity authorised to perform mountain rescue and meeting the requirements set forth in the Act of 8 September 2006 on State Medical Rescue Service (consolidated text Journal of Laws 2022, item 1720, as amended) for a system doctor, system nurse, paramedic pursuing in-service training or rescuer;
- 3.31. **Mountain rescuer** – is a person who is qualified as a rescuer or instructor in mountain rescue and has specialised knowledge of mountain rescue techniques and topography of the area where the entity authorised to perform mountain rescue operates, and meets the requirements set forth in the Act of 8 September 2006 on State Medical Rescue Service (consolidated text Journal of Laws 2022, item 1720, as amended) for a system doctor, system nurse, paramedic pursuing in-service training or rescuer, employed or serving in the entity or being a member of the entity;
- 3.32. **Hand luggage** – for the price of the KW SKIpass / Seasonal SKIpass / Tourpass, the Consumer is entitled to transport one type of luggage: pram, snowboard, one pair of skis including poles, provided that:
- a) the length, width and height of the luggage does not exceed 130 cm in total; not applicable to ski equipment,
  - b) the luggage does not weigh more than 10 kg; not applicable to ski equipment,
  - c) a pram does not weigh more than 20 kg;
- 3.33. **Additional luggage** – any luggage which is not hand luggage or exceeds the parameters given in item 3.32 is subject to an additional charge. The Carrier has the right to refuse to carry additional luggage. It is forbidden to carry bicycles;
- 3.34. **Price list** – a document indicating current prices for individual PKL S.A. services, including in particular Tourpasses / SKIpasses / Seasonal SKIpasses/ Baggage. The prices are given in Polish zloty (PLN) and include VAT at the rate in force on the day of purchase of a given PKL S.A. service. The current price list is available at the Resort's ticket offices, the Customer Service Office, ticket machines (automatic checkouts), or on the website [www.pkl.pl](http://www.pkl.pl). Prices may vary depending on the time of travel and the sales channel – a ticket office, the online store, automatic checkouts – ticket machines, Customer Service Offices;
- 3.35. **Document confirming identity** – an official document confirming identity of a person: an identity card, passport, mTożsamość, seaman's book, residence card, Polish foreigner's

identity document, the “permit for tolerated stay” document, temporary foreigner’s identity certificate; driver’s license, school ID, student ID, doctoral student ID, ISIC ID, European Youth Card (EURO<26 Card), any other document containing name and surname and photograph; for children from 4 to 7 years of age, in the absence of a child’s identity document, the identity document shall be presented by the legal guardian;

3.36. **mTozsamość** – a functionality in the mObywatel application provided by the minister responsible for informatisation allowing the user's data to be presented on a mobile device, including at least: the user's photo, identity card number, expiry date of the identity card, authority issuing the identity card, PESEL number, first and last name;

3.37. **Person authorised for inspection** – a person authorised by PKL to collect personal data at the ticket office as well as to check identity, holding a badge indicating: identification photo, card number, first name, scope of authorisation, period of validity, stamp and signature of the issuer.

#### *Information for Consumers*

4. The opening hours of the Resort depend on the season and current weather conditions. PKL S.A. may close the Resort, in particular, in the event of the following circumstances:
  - a) when there is a threat of avalanches,
  - b) when technical malfunctions need to be corrected, as well as during the subsequent preparation of organised ski areas or parts of them using snow machines, the area is closed to ski and snowboard traffic;
  - c) when competitions, trainings, etc. are organised, PKL S.A. may, for their duration, periodically close the ski run or part of it.
5. Conducting ski training, setting up slaloms and separations on the ski run, placing advertisements, leaflets or other business activities in an organised ski area is allowed only after obtaining written permission from PKL S.A.
6. The length of time PKL S.A. provides services to the Consumer depends on the type of the Tourpass or KW SKIpass purchased by the Consumer, as well as its validity period indicated in the current PKL S.A. Price List.
7. Consumers are required to familiarize themselves with the opening hours of chairlifts before purchasing a KW SKIpass. If the Consumer purchases a SKIpass KW for several hours that extends beyond the opening hours of the chairlifts, the remaining balance due for the unused

KW SKIpass will not be refunded. At the time of purchase of the SKIpass, the Consumer must specify the time of the cable car journey, which cannot be changed.

8. The Consumer should appear at the lower station of the Kasprowy Wierch cable car in order to allow verification of identity and eligible discounts at least 20 minutes before the time designated on the Tourpass/KW SKIpass/seat reservation in the case of the Seasonal SKIpass.
9. The Consumer is obliged to present an identity document along with the Tourpass/KW Skipass/Seasonal Skipass in order to verify personal data to a person authorised to inspect by PKL S.A.
10. Before purchasing and using the KW SKIpass/seat reservation (in the case of the Seasonal SKIpass), the Consumer is obliged to check the information whether the chairlifts are open on the given day. In the event that, despite the posted information about the closure of chairlifts in Kocioł Goryczkowy and Kocioł Gąsienicowy, the Consumer takes the cable car to Kasprowy Wierch, in accordance with the provisions of § 5 of the Terms and Conditions, the Consumer will be reimbursed the charge, from which the price of travel by the Kasprowy Wierch Cable Car in the amount of PLN 35.00 will be deducted.
11. It is forbidden for Consumers to resell Tourpasses/ KW SKIpasses/Seasonal SKIpasses/combination tickets.
12. It is forbidden to transport dogs and other animals by the Kasprowy Wierch Cable Car due to the regulations in force in the area of the Tatra National Park. This prohibition does not apply to dogs taken for official purposes by the police and TOPR rescuers, as well as dogs assisting people with disabilities within the meaning of Article 2(11) of the Act of 27 August 1997 on Professional and Social Rehabilitation and Employment of People with Disabilities (consolidated text Journal of Laws 2022, item 558). They should be equipped with a harness, but need not have a muzzle on and need not be led on a leash.
13. In the event of an epidemic threat or epidemic state, Consumers staying on the premises of the Kasprowy Wierch Resort and using its services are obliged to comply with the sanitary-epidemiological rules indicated by PKL S.A. In particular, it is necessary to cover the mouth and nose and use gloves. PKL S.A. reserves the right to introduce further obligations or restrictions on the operation and use of the Kasprowy Wierch 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 Kasprowy Wierch Resort depending on the current epidemiological situation. In particular, such actions may result from currently binding regulations, administrative decisions imposed on PKL S.A. or other sources of law which PKL S.A. is



obliged to apply, as well as from other recommendations or PKL S.A.'s own initiative. The Consumer will be informed of all measures applied by PKL S.A. before the Consumer uses the service. Failure by the Consumer to comply with the rules is grounds for denial of service.

## § 2

### **Fees for Tourpasses and KW SKIpasses**

1. PKL S.A. stipulates that in the case of significant demand for a particular service, it may introduce a limitation on the number of Tourpasses/KW SKIpasses/Seasonal SKIpasses/seat reservations for Seasonal SKIpasses that a given Consumer may reserve and purchase for a specific date.
2. PKL S.A. stipulates that in the event of the introduction of an epidemic threat or an epidemic state, PKL S.A. may limit the number of available Tourpasses, SKIpasses offered to the Consumer for reservation and purchase for a specific date, in order to ensure sanitary safety.
3. Information on available Tourpasses and KW SKIpasses can be obtained at the resort's ticket offices, the Customer Service Office headquarters, ticket machines (automated ticket offices) and on the website <http://www.pkl.pl>.
4. The sale of Tourpasses and KW SKIpasses is conducted at the resort's ticket offices, Customer Service Offices, automatic ticket offices (ticket machines), on the website, and through B2B partners under separate agreements.
5. Ticket offices in Kuźnice sell Tourpasses/KW SKIpasses for current trips in the order in which Consumers report, the exception is the fast track ticket office.
6. In the case of failure, technical interruption of the online reservation and sales system of PKL S.A. services, Consumers are not entitled to compensation or refund of the difference if the Consumer purchased the service at a higher price (according to the price list, the definition of which can be found in §1 pt. 3.34 of the Terms and Conditions) in another sales channel (the resort's ticket offices, automatic ticket offices (ticket machines), the fast track ticket office, Customer Service Office).
7. An element necessary for the purchase of a Tourpass/KW SKIpass is to provide the name and surname and the telephone number or e-mail address of the purchasing Consumer and the persons for whom the Consumer is making the purchase. Data in the form of name and surname will be posted on the Tourpass/KW SKIpass and will be the basis for verification of identity by an authorised person on the part of PKL SA. The email address and cell phone number apply only to Consumers of legal age.

8. It is permissible to change the personal data indicated at the time of purchase, in accordance with § 4 items 9-10 of these Terms and Conditions.
9. PKL S.A. also sells Tourpasses/KW SKIpasses for organised groups of Consumers (at least 10 people) on the basis of a written order available on the website [www.pkl.pl](http://www.pkl.pl) in the Price List tab for a selected resort, which should include: the date of service, type of service and number of people. PKL S.A. shall confirm the order, stating the terms of payment and collection of Tourpasses or KW SKIpasses. Payment for the sale of services to organized groups of Consumers shall be made no later than 5 (five) working days before the date of reservation of a given service specified in the written order. During the purchase, the Consumer indicates the personal information of the Guardian(s), phone number or e-mail. Personal data of the Guardian will be indicated on each purchased Tourpass/KW SKIpass. PKL S.A. reserves the right to set different prices for Tourpasses or KW SKIpasses for organised groups in relation to prices from the standard price list, due to the occurrence of a reservation fee in the case of organised groups.
10. PKL S.A. may conduct promotional campaigns for the reservation and sale of selected Tourpasses and KW SKIpasses.
11. PKL S.A. does not sell Tourpasses/ KW SKIpasses/ Seasonal SKIpasses and other services to persons under the influence of alcohol or an intoxicant.
12. Issues related to the Seasonal SKIpass are regulated by separate Terms and Conditions.

#### ***Rules on Consumer liability***

13. PKL S.A. reserves the right to block the KW SKIpass/Seasonal SKIpass/TOP SKIpass or Tourpass, if the customer uses it in a manner inconsistent with the provisions of the Terms and Conditions, in particular in the event of:
  - a) sharing KW SKIpass/Seasonal SKIpass or Tourpass with others,
  - b) use of the Tourpass or SKIpass/Seasonal SKIpass at a discounted price when the Consumer is not entitled to a discount (preferential rates),
14. PKL S.A. prohibits the Consumer from using the organised tourist and ski area without a valid Tourpass or a KW SKIpass/Seasonal SKIpass.
15. Staff members of PKL S.A. check the consistency of the personal data indicated on the Tourpass/KW SKIpass/Seasonal SKIpass with the personal data on the identity document.
16. In the event of the absence of a Tourpass/KW SKIpass/Seasonal SKIpass, an employee of the Customer Service Office/ticket office (cashier) of PKL S.A. will collect from the Consumer the correct fare for cable car transportation and an additional fee or issues a demand for payment.

17. In the event of the absence of an identity document (or mTozsamość) allowing confirmation of the Consumer's identity, or if the personal data contained on the Tourpass/KW SKIpass/Seasonal SKIpass is different from that in the presented identity document (or mTozsamość), the staff member will refuse to provide the service until the correct identity document is presented.
18. In the event of the absence of a valid document certifying the Consumer's entitlement to a free or discounted travel by the cable car (or a chairlift), an employee of the Customer Service Office/Resort's ticket offices (cashier) will collect the correct fare for transportation and an additional fee to be paid at the Resort's ticket office or at the Customer Service Office.
19. The collected fare and additional fee, 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 travel, the entitlement to free or discounted travel.
20. PKL S.A. is entitled to refuse to provide a service in case of lack of a SKIpass/Seasonal SKIpass/Tourpass and lack of entitlement to use the discount.
21. If the Consumer is late for a ride and has a seat reservation purchased for a given date, the Consumer may pay a surcharge and purchase a new seat reservation, only for the next current and available ride. The cost of the surcharge is listed in the Price List, which is valid as of the date of purchase. Such surcharge can be made by the Consumer only at the ticket office located at the Kasprowy Wierch cable car, provided that the current capacity of the cable car allows the Consumer to travel with the surcharge.
22. A PKL S.A. staff member may refuse entry or order to leave the premises of the Resort to a person whose behaviour clearly indicates that he or she is under the influence of alcohol or intoxicants, as well as brawling and using profanity or violating the Terms and Conditions and disobeying the instructions of PKL S.A. staff. In this case, the Consumer is not entitled to a refund for the purchased ticket/SKIpass/Seasonal SKIpass/Tourpass.
23. The organised ski areas are for the use of skiers and snowboarders only. In these areas, it is forbidden to walk on foot, to go against the direction of the ski run on any type of ski (including touring skis) and to use other equipment for sliding (sled, ski trikke, etc.).
24. It is permissible for ski tourers to move within the Kasprowy Wierch Resort, but only on routes and trails specially designated and permitted for their movement "uphill" by both PKL S.A. and the Tatra National Park.

### ***Deposits***

25. The PKLPass returnable card is the property of PKL S.A., and the Consumer is the holder of the card for the duration of the service, after payment of a deposit. It amounts to PLN 10.00 (in words: ten zlotys 00/100) and the consumer pays it when purchasing Tourpasses, KW SKIpasses and Seasonal SKIpasses.
26. Refund of the deposit for the returnable card can only be obtained by returning the card at the ticket offices of PKL S.A. Resorts, the Customer Service Office (PKL S.A. informs that the list of Customer Service Offices and PKL S.A. Resorts, along with their addresses and opening hours for customers, is available at [www.pkl.pl](http://www.pkl.pl)) or the so-called Refund Machines. The basis for the return of the deposit is the return of the card, which has no cracks, bends or other visible mechanical damage by May 15 of each year in the season in which it was purchased – KW SKIpass or Seasonal SKIpass. Otherwise, the Consumer will not receive a refund of the deposit.

Refund machine list:

- 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.

### *Invoice*

27. A consumer who wishes to receive an invoice for a purchased Tourpass/KW SKIpass should notify a PKL S.A. staff member before the purchase.
28. PKL S.A. stipulates that an invoice may not be issued later than the 15th day of the month following the month in which the Consumer made the purchase. In this case, the Consumer shall not receive the original receipt, which will be attached to the copy of the invoice remaining with the seller. If the Consumer receives a fiscal receipt of a previous sale at the Customer Service Office, a ticket office of PKL S.A. or a ticket machine, the Consumer may apply for an invoice within 3 months from the date of purchase. However, he/she should first return the original receipt.
29. PKL S.A. stipulates that the issuance of an invoice to the Consumer who is a payer of tax or value added tax shall be possible only and exclusively if the Consumer, when making a purchase of PKL S.A. services confirmed by a fiscal receipt, provides at the ticket office or at the Customer Service Office the NIP number by which the Consumer is identified for tax or value added tax purposes.

30. A fiscal receipt with the Buyer's VAT ID issued up to the gross amount of PLN 450 shall constitute a simplified invoice and is the only sales document for this transaction.

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

31. The Consumer may pay for Tourpasses/ KW SKIpasses and other products in cash or with a payment card accepted by PKL S.A. at the ticket offices of the Resort.

#### ***Out of Queue Service***

32. Out of Queue Service is provided to:

- a. PKL S.A. cable car and lift service staff;
- b. on-duty paramedics, ski rescuers, GOPR/TOPR rescuers;
- c. officers of the police, border guards, military police, fire brigade, municipal police, performing official duties;
- d. 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 (consolidated text 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;
- e. a caregiver for the aforementioned individuals with disabilities.;
- f. foreign persons with disabilities on the basis of the EU disability card.

### **§ 3**

#### **Eligibility to purchase discounted Tourpasses and KW SKIpasses/Seasonal SKIpasses**

1. SKIpasses with a discount on purchase can be obtained by:
  - a) children aged 4-15 (by birth year) – on the basis of proof of age;
  - b) youths aged 16-26 (by birth year) – on the basis of:
    - 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 (by birth year) – on the basis of a valid identity document with a picture;

- d) 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 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. Guide passes can be received when buying a Tourpass by:
- a) Tatra Guide with a group based on an IVBV ID card or Tatra Guide class I and II;
  - b) Tatra Guide class III based on a guide license with a group of at least 10 persons (one guide for the whole group).
3. KW SKIpasses with a discount on purchase can be obtained by:
- a) children aged 4-15 (by birth year) – on the basis of proof of age;
  - b) persons over 65 years of age (by birth year) – on the basis of a valid identity document 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.
4. Free rides are available for children up to the age of 4 (by birth year) – on the basis of a Tourpass/KW 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).
5. Discounts for Seasonal SKIpasses are governed by separate Terms and Conditions.

## § 4

### **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 a Tourpass or KW SKIpass concluded with PKL S.A. during the purchase of the service according to the rules described below.
2. If the Consumer cancels the service (i.e. withdraws from the agreement) earlier than at least 24 hours before the date of the ride, PKL S.A. will refund 100% of the price of the purchased Tourpass or KW SKIpass.
3. If the Consumer cancels the service (i.e. withdraws from the agreement) on the day of the ride – no later than 2 hours before the date of the ride – PKL S.A. will refund 80% of the price of the purchased Tourpass or KW SKIpass. PKL S.A. will not accept the cancellation, (i.e. the withdrawal will be ineffective), if the Consumer reports it later than 2 hours before the ride.
4. The rules for cancelling the purchase of Tourpasses and KW SKIpasses purchased online are specified in the Terms and Conditions of the Internet Reservation and Sale for the Kasprowy Wierch Resort available on the website [www.pkl.pl](http://www.pkl.pl).
5. To withdraw from the agreement of purchase, for the effectiveness of the withdrawal, you must follow the selected path:
  - a) report to the Customer Service Office during the hours of availability for customers (PKL S.A. informs that the list of Customer Service Offices and addresses with opening hours of PKL S.A. Resorts are available at [www.pkl.pl](http://www.pkl.pl)) or the Resort's ticket office (only in the case of tickets purchased at the Resort's ticket office):
    - have the returned Tourpasses / KW SKIpasses along with the fiscal receipt from the ticket office or with the confirmation of payment from the automatic ticket office (ticket machine);
    - fill out and sign the withdrawal report or the receipt correcting the Tourpasses / KW SKIpasses purchased;or
  - b) via email:
    - by sending an email with a scan of the tickets and payment confirmation to the following email address: [bok@pkl.pl](mailto:bok@pkl.pl).
6. Refunds shall be made only on the basis of Tourpasses / KW SKIpasses together with the related fiscal receipt or invoice.

7. The rules for cancelling the purchase of Tourpasses / KW SKIpasses purchased online are specified in the Terms and Conditions of the Internet Reservation and Sale for the Kasprowy Wierch Resort available on the website [www.pkl.pl](http://www.pkl.pl).
8. When the Consumer withdraws from the agreement, PKL S.A. shall consider the agreement as null and void.
9. Changing personal information on a named Tourpass is possible no later than 24 hours before the time of travel indicated on it. To make a change, please send a message containing the following information: order number, personal information (name and surname) to be changed and personal information (name and surname) to be placed on the Tourpass via email to [bok@pkl.pl](mailto:bok@pkl.pl).
10. It is possible to change the personal data on a named KW SKIpass 24 hours before the time of travel indicated on it, provided that the SKIpass has not been collected from a SKIpass Machine, and before the PKLpass is topped up by the Consumer. To make a change, please send a message containing the following information: order number, personal information (name and surname) to be changed and personal information (name and surname) to be placed on the KW SKIpass via email to: [bok@pkl.pl](mailto:bok@pkl.pl).
11. Less than 24 hours before the ride, it is impossible to change personal information on a named Tourpass and KW SKIpass.
12. In the case of Seasonal SKIpass, all-day TOP SKIpass and 10-ride TOP SKIpass, the right of withdrawal is not granted.

## **§ 5**

### **Returns of Tourpasses and KW SKIpasses**

1. A large number of people who use a given resort, 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. If the cable cars do not run or have been suspended, PKL S.A. shall refund to Consumers the amount due for unused Tourpasses/KW SKIpasses under the terms of this section of the Terms and Conditions.
3. The Consumer has the right to a refund in accordance with item 2 of this section of the Terms and Conditions up to 30 days from the date on which the travel was to take place.
4. Principles and the amount of the refund for Tourpasses and KW SKIpasses depend on the reasons and term for such a refund.



5. In the event of the closure of the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy, the Consumer is entitled to a refund for:
- a) four-hour KW SKIpasses:
    - if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed within two hours after the Consumer starts using it, PKL SA shall refund 100% of the price, subject to §1 item 6 of these Terms and Conditions;
    - if the chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed when the Consumer has used the KW SKIpass for more than two hours from the time the Consumer started using it, PKL S.A. shall refund 50% of the price;
  - b) one-day KW SKIpasses:
    - if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed within two hours after the Consumer starts using it, PKL SA shall refund 100% of the price;
    - if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed within four hours after the Consumer starts using it, PKL SA shall refund 50% of the price;
    - if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed later than four hours after the Consumer starts using it, PKL SA will deduct the cost of the 4-hour KW SKIpass from the price of the one-day SKIpass and return this amount to the Consumer.
6. Return of the all-day TOP SKIpass (day card) is possible only in the event of closure of the Chairlifts in Kocioł Goryczkowy and Kocioł Gąsienicowy in accordance with the returns described in item 5(b) of this section.
7. Return of the 4-hour TOP SKIpass is possible only in the event of closure of the Chairlifts in Kocioł Goryczkowy and Kocioł Gąsienicowy in accordance with the returns described in item 5(a) of this section.
8. The 10-ride TOP SKIpass is non-refundable and remains valid until the end of the ski season.
9. The closure of one of the two chairlifts – in Kocioł Goryczkowy and Kocioł Gąsienicowy does not constitute grounds for a refund.
10. If you purchase a Tourpass for a trip up- and down-hill, failure to use one of the trips does not constitute grounds for a refund of the portion of the fee for the unused trip.

11. The Consumer should provide PKL S.A. with the original receipt or invoice and, if applicable, the Tourpass or KW SKIpass that the Consumer wishes to return. The Consumer can do it in two ways:
  - a) hand it in personally at the Resort's ticket office or at the Customer Service Office;
  - b) send it by mail to the address given in § 1(1) of these Terms and Conditions;
12. The rules for the return of Tourpasses and KW SKIpasses purchased in the online store are specified in the Terms and Conditions of the Internet Reservation and Sale for the Kasprowy Wierch Resort available on the website [www.pkl.pl](http://www.pkl.pl).
13. If the return is legitimate, the Consumer will receive a receipt or corrective invoice for signature/confirmation. When PKL S.A. receives the signed document, i.e. a receipt or a corrective invoice, the refund procedure will be initiated. For payment by cash/card PKL S.A. shall refund the money directly at the ticket office of the resort, as soon as the refund is recognised.

## **§ 6**

### **Complaints**

1. The Consumer has the right to lodge a complaint if in his/her opinion PKL S.A. failed to provide the service or provided it in an improper manner. A complaint may be submitted up to 2 months from the date of service provided to the Consumer by PKL S.A. at the Resort.
2. You may file a complaint in one of the two following ways:
  - a) via e-mail at [reklamacje@pkl.pl](mailto:reklamacje@pkl.pl),
  - b) in writing to the address given in § 1(1).
3. In the complaint, the Consumer should provide his/her name and surname, e-mail or contact address, contact telephone number, Tourpass or KW SKIpass number, and describe the reason for the complaint (according to the statement).
4. A complaint about the operation of the electronic payment service must include, in addition to the data indicated in item 3, the email address of the Consumer.
5. The rules for submitting complaints about tickets purchased in the online store are specified in the Terms and Conditions of the Internet Reservation and Sale for the Kasprowy Wierch Resort available on the website [www.pkl.pl](http://www.pkl.pl).
6. PKL S.A. shall consider complaints within 14 days of their receipt.

7. PKL S.A. notifies the Consumer on the manner of complaint handling in writing or by e-mail, depending on the manner of complaint submission by the Consumer indicated in item 2 above.
8. If PKL S.A. does not notify the Consumer about the result of the complaint within 14 days from the date of its receipt, it means that the complaint is accepted.

## **§ 7**

### **Consumers' personal data**

1. PKL S.A. ensures a full respect of privacy and protection of personal data of Consumers.
2. The Controller of personal data of persons using the Kasprowy Wierch Resort, including Consumers, is Polskie Koleje Linowe S.A. with its seat in Zakopane (34-500) at ul. Bachledy 7D, entered in the register of entrepreneurs kept by the District Court for Krakow-Śródmieście in Krakow, XII Economic Department of the National Court Register under the number KRS 0000429345, with share capital of PLN 172,700,000, paid in full, NIP 736-17-16-338, REGON 122633430.
3. PKL S.A. informs in detail about the processing of personal data of persons staying on the premises and using the services in the Kasprowy Wierch Resort, within the framework of information clauses available at the place of collection of personal data on the premises of Kasprowy Wierch Resort.

## **§ 8**

### **General rules for the use of an organised tourist and ski area**

1. The condition for the use of the organised tourist and ski area is the knowledge and observance of these Terms and Conditions, as well as the FIS Terms and Conditions, and possession of a valid Tourpass / KW SKIpass / Seasonal SKIpass / TOP SKIpass.
2. Consumers staying in the organised tourist and ski area are obliged to exercise due diligence to protect life and health of themselves and others, in particular:
  - a) familiarise themselves with the rules of use of the site, facility or equipment in question and follow them;
  - b) read and acknowledge the Terms and Conditions of selected attractions and facilities on the premises of the Kasprowy Wierch Resort before using them;
  - c) comply with the order and prohibition signs placed by PKL S.A.;

- d) familiarise themselves with the current weather conditions, weather forecast, avalanche messages for the area, adapt their plans to these conditions and to their own abilities, and follow the recommendations and restrictions that result from the announced avalanche danger level and the prevailing and predicted weather conditions;
  - e) use equipment appropriate to the type of their activity, technically sound and in accordance with its intended use;
  - f) immediately inform mountain rescuers about an accident or disappearance of a person and other extraordinary events that may affect safety.
3. When staying in an organised tourist and ski area, the Consumer must obey the instructions of cable car staff, traffic duty officers, ski rescuers and police officers who are on duty on the slope.
  4. The cable car and chairlift can be used on a first-come, first-served basis. Cable car service staff, on-duty TOPR/GOPR rescuers, ski rescuers, police officers, Border Guard and Military Police officers, firefighters and municipal guards who are on duty, and disabled persons may use the cable car skipping the queue in accordance with item 28 § 1 (e) and (f).
  5. Sleds and other objects used for sliding, skibobs, ski trikkes, bicycles, cars or other motorised vehicles may not be taken to organised ski areas. This does not apply to GOPR and TOPR mountain rescuers, ski rescuers and services that deal with security, public order and nature conservation. Vehicles of these services must have blue flashing lights and a variable audible signal.
  6. The organised ski areas are for the use of skiers and snowboarders only. In these areas, it is forbidden to walk on foot, to go against the direction of the ski run on any type of ski (including ski touring).
  7. Movement of ski tourers and pedestrians in the Kasprowy Wierch Resort is allowed only on trails specially designated and approved for their movement by both PKL S.A. and the Tatra National Park.
  8. Persons on the territory of the organised ski area shall be obliged to facilitate the passage of the vehicle indicated in item 5 of this section of the Terms and Conditions, in particular, by immediately giving way to the vehicle.
  9. It is forbidden to engage in skiing or snowboarding on an organised tourist and ski area under the influence of alcohol or intoxicants, under penalty of a fine in accordance with Article 45(1) of the Act. A member of staff operating an organised tourist and ski area or any other person

authorised by PKL S.A. may refuse entry to, or order the removal from, the organised tourist and ski area of a person whose behaviour clearly indicates that he or she is under the influence of alcohol or intoxicants, as well as brawling and using profanity.

10. Additional obligations for snowboarders:

- a) before any change of direction, and especially in a “back side” turn, look in the direction of intended travel and observe the surroundings,
- b) stop only at the edge of the route, do not sit or lie down on the route,
- c) always place the unattached board with the binding on the snow,
- d) it is advisable to use protection against loss of contact between the snowboarder and the board.

11. A minor engaged in skiing, snowboarding until the age of 16 shall use a protective helmet structurally designed for this purpose while riding, under penalty of a fine in accordance with Article 45(2) of the Act. A member of staff operating an organised tourist and ski area has the right not to allow people who do not meet this condition to use the ski lifts and slopes.

12. Staying in an organised tourist and ski area when it is closed, especially when machinery work is being carried out in it, can cause a serious safety hazard and is prohibited. PKL S.A. 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 conduct of the Consumer constitutes a violation of these Terms and Conditions and the FIS Terms and Conditions.

13. PKL S.A. has the right to temporarily suspend carriage of Consumers with ski/snowboard equipment if it considers that the weather conditions in the Kasprowy Wierch Resort are dangerous.

14. Bringing dogs and other animals into organised ski areas is prohibited.

## **§ 9**

### **Procedure in the case of an accident on an organised ski area**

1. A witness or participant in an accident, must inform a PKL SA staff member about the incident as soon as possible. If there is no one around, such a person is obliged to call the ski (mountain) rescue emergency phone – 985 or 601 100 300 or TOPR (Tatra Volunteer Rescue Service).
2. In order to allow verification of any claims by Consumers – arising in connection with the use of the organised ski area – it is necessary to notify PKL S.A. of the incident and write a relevant report, drawn up by the manager of the Resort or a person designated by them.

3. A Consumer in an organised ski area should always move out of the way to facilitate the passage of mountain rescuers and ski rescuers with rescue equipment for the transport of people.

## § 10

### **Terms and Conditions for passengers:**

#### *Terms and Conditions for passengers using the Kasprowy Wierch cable car*

1. Persons using the cable car services and those in the area of operation of the cable car should exercise due caution and act in a manner that does not endanger traffic safety and health and life.
2. Entrance to the platforms is allowed with the permission of the staff, after passing through the gates, by persons waiting for a ride and holding a valid Tourpass/ KW SKIpass/Seasonal SKIpass.
3. Entry into and exit from the cabin shall take place only in the areas designated for that purpose.
4. If the chairlift stops, keep calm and wait for the lift to restart or for instructions from the staff. The Evacuation Instructions are available at the Head of the organizational unit of PKL S.A. or a cable car mechanic.
5. In exceptional cases, there may be circumstances that prevent the operation of the cable car, which may make it necessary to descend the trail on your own.
6. The cable car is adapted to transport wheelchair users. The number of people traveling simultaneously by a cable car (in a cabin) must ensure safe transportation and evacuation.
7. Entrance of prams and wheelchairs to the platform and to the car is carried out through appropriate passages according to pictograms.
8. Carriage of additional luggage is carried for an additional fee according to the price list.
9. Please be informed that difficult weather conditions (lower temperature, snow, icing, strong wind, etc.), different from those prevailing in the area of the lower cable car station, may occur at the upper cable car station. Therefore, every person using the cable car should have appropriate footwear and clothing.
10. During the winter season, please observe the ski code, terms and conditions for the use of ski runs, ski pistes and chairlifts.

#### **DO NOT:**

- enter the cable car area in places not designated for this purpose,
- stay in the cable car area and cabins under the influence of alcohol or intoxicants,
- smoke cigarettes (waiting room, platform, cabin),

- touch, tamper with the cable car equipment under the supervision of the authorised staff of the cable car,
- throw any objects while riding the cableway;
- place notices, advertisements and inscriptions without permission of the owner,
- trade or perform other services on the premises owned by the owner,
- resale tickets purchased for cable car travel,
- give up your place in the queue of people waiting to purchase a KW SKIpass/Tourpass for cable car travel to another person,
- bring dogs and other animals into the National Park, in accordance with the Act on Nature Protection, this prohibition does not apply to guide dogs of disabled people,
- bring in and consume alcohol, alcoholic beverages and foodstuffs that may soil the clothing of other passengers or contaminate the interior of the cabin;

*If anything is unclear, the staff will provide you with full information.*

*Failure to comply with these safety rules may result in a refusal to use the chairlift. They apply to the carriage of persons as well as luggage and goods, and also apply to behaviour in the chairlift area. They are an integral part of the sales contract, and each Consumer/passenger agrees to accept the above conditions by purchasing a ticket.*

*The chairlift is monitored with recording equipment.*

### ***Terms and Conditions for passengers using the Gąsienicowa chairlift***

1. Each chair fits no more than 4 persons.
2. The lift is adapted only for uphill travel, with no downhill option.
3. Get on and off only in the designated areas.
4. Secure any loose clothing (drawstrings, ribbons) from getting tangled in the chairs.
5. When the ride starts, carefully close the safety bar, taking caution of children and adults on the chair.
6. If the chairlift stops, keep calm and wait for the lift to restart or for instructions from the staff.  
The Evacuation Instructions are available at the Head of the organizational unit of PKL S.A. or a chairlift mechanic.
7. Once the ride is over, immediately leave the exit area in the indicated direction. Passengers who did not get off in the exit area must remain in the chair and wait for instructions from the staff.

8. Carry skis only strapped to the passenger's ski boots (it is forbidden to carry skis in hand). Snowboards should be carried only strapped to one of the passenger's boots (it is forbidden to carry boards in hand).
9. Skis and snowboards in transit should be placed parallel to the direction of travel, so as not to cause collisions with other users or elements of the chairlift.
10. Additional luggage and carry-on luggage (10 kg max) which makes getting on and off difficult must be transported on a separate chair with an additional fee in accordance with the price list.
11. Children up to 1.25 meters in height may be transported in a chair if they are seated independently in a separate seat, and the immediate seat in the same chair is occupied by an adult in charge of them who has consented to the ride and is capable of providing any assistance needed.
12. The adult in charge of the child's care:
  - a) must constantly supervise the child's behaviour during the ride,
  - b) cannot take care of more than two children,
  - c) must not occupy the extreme seat of the chair.
13. The adult (i.e., a person over the age of 18) indicated in points 11 and 12 of the Terms and Conditions must be clearly capable of providing assistance (e.g., lowering and lifting the safety bar) and cannot hold anything in their hands, except ski poles.
14. Passing through the ticket gate of a person together with a child (or with children) with a height of up to 1.25 m means confirmation by that person that they:
  - a) shall provide care over the children;
  - b) agree for the children to be carried by the chairlift;
  - c) are able to provide any assistance needed;
  - d) are at least 18 years of age.
15. Children over 1.25 m can use the chairlift like adults.
16. The chairlift can be used by people with certified disabilities as skiers as long as they use appropriate ski equipment.
17. People with limited mobility or incapable of independent behaviour can only use the chairlift with a guardian.
18. Please observe the ski code, terms and conditions for the use of ski runs, ski pistes and chairlifts.

**DO NOT:**

- Enter the platform or get in the chair without permission from the staff.
- Carry skiers and hikers on the same chair.



- Get on or off the chairlift outside the designated area.
- Walk across the platform between the chairs.
- Ride the chairlift with lifted safety bar.
- Hold skis or snowboards transversely to the direction of travel.
- Carry skis or snowboards held in hands.
- Lean or swing from the chair, or change your sitting position.
- Transport children on your laps.
- Allow children under 1.25 m to ride the chairlift alone.
- Throw away any objects during the chairlift ride.
- Smoke cigarettes on the chairlift.
- Use the chairlift with a backpack on your back, handbags on your neck and arm.
- Transport dogs or other pets.
- Use the chairlift under the influence of alcohol or other intoxicants.
- Use recording equipment (smart phones, cameras) when getting on or off the chairlift as well as during the ride, unless the equipment is fixed to your clothes.

*If anything is unclear, the staff will provide you with full information.*

*Failure to comply with these safety rules may result in a refusal to use the chairlift. They apply to the carriage of persons as well as luggage and goods, and also apply to behaviour in the chairlift area. They are an integral part of the sales contract, and each Consumer/passenger agrees to accept the above conditions by purchasing a ticket.*

*The chairlift is monitored with recording equipment.*

### ***Terms and Conditions for passengers using the Goryczkowa chairlift***

1. Each chair fits no more than 2 persons.
2. The lift is adapted only for uphill travel, with no downhill option.
3. Get on and off only in the designated areas.
4. Secure any loose clothing (drawstrings, ribbons) from getting tangled in the chairs.
5. When the ride starts, carefully close the safety bar, taking caution of children and adults on the chair.
6. If the chairlift stops, keep calm and wait for the lift to restart or for instructions from the staff.

The Evacuation Instructions are available at the Head of the organizational unit of PKL S.A. or a cable car mechanic.

7. Once the ride is over, immediately leave the exit area in the indicated direction. Passengers who did not get off in the exit area must remain in the chair and wait for instructions from the staff.
8. Carry skis only strapped to the passenger's ski boots (it is forbidden to carry skis in hand). Snowboards should be carried only strapped to one of the passenger's boots (it is forbidden to carry boards in hand).
9. Skis and snowboards in transit should be placed parallel to the direction of travel, so as not to cause collisions with other users or elements of the chairlift.
10. Additional luggage and carry-on luggage (10 kg max) which makes getting on and off difficult must be transported on a separate chair with an additional fee in accordance with the price list.
11. Children under 1.25 m must sit in their own chair in the company of an adult guardian capable of providing necessary assistance and upon that guardian's permission. One adult can take with them only one child at a time.
12. Adults (i.e. people over 18) indicated in point 11 must be clearly capable of providing assistance (e.g. lifting and lowering the safety bar) and can not hold anything in their hands, except ski poles.
13. Passing through the ticket gate of a person together with a child with a height of up to 1.25 m means confirmation by that person that they:
  - a) provide care over the children
  - b) consent to the child's travel by the chairlift
  - c) are able to provide any assistance needed
  - d) are at least 18 years of age.
14. Children over 1.25 m can use the chairlift like adults.
15. People with limited mobility or incapable of independent behaviour can only use the chairlift with a guardian.
16. Please observe the ski code, terms and conditions for the use of ski runs, ski pistes and chairlifts.

**DO NOT:**

- Enter the platform or get in the chair without permission from the staff.
- Carry skiers and hikers on the same chair.
- Get on or off the chairlift outside the designated area.
- Walk across the platform between the chairs.
- Ride the chairlift with lifted safety bar.

- Hold skis or snowboards transversely to the direction of travel.
- Carry skis or snowboards held in hands.
- Lean or swing from the chair, or change your sitting position.
- Transport children on your laps.
- Ride independently in the case of children with a height of less than 1.25 m.
- Throw away any objects during the chairlift ride.
- Smoke cigarettes on the chairlift.
- Use the chairlift with a backpack on your back or a handbag on your neck and arm.
- Transport dogs or other pets.
- Use the chairlift under the influence of alcohol or other intoxicants.
- Use recording equipment (smart phones, cameras) when getting on or off the chairlift as well as during the ride, unless the equipment is fixed to your clothes.

*If anything is unclear, the staff will provide you with full information.*

*Failure to comply with these safety rules may result in a refusal to use the chairlift. They apply to the carriage of persons as well as luggage and goods, and also apply to behaviour in the chairlift area. They are an integral part of the sales contract, and each Consumer/passenger agrees to accept the above conditions by purchasing a ticket.*

*The chairlift is monitored with recording equipment.*

## **§ 11**

### **Final provisions**

1. Consumers are required to read the Regulations and accept them prior to purchase.
2. In matters concerning the rights and obligations of the Consumer, which are not covered by these Terms and Conditions, the relevant provisions of the Price List of PKL S.A. shall apply.
3. The content of these Terms and Conditions, along with the appendices, is available at the ticket offices, from the Kasprowy Wierch Resort manager and on the website [www.pkl.pl](http://www.pkl.pl).
4. PKL S.A. 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 breaches the security features of the card.
5. PKL S.A. reserves the right to amend the Terms and Conditions. Any amendments to the Terms and Conditions shall come into force on the date indicated by PKL S.A., not less than 14 days

from the date of public disclosure of the amended Terms and Conditions. In case of Consumers who concluded the agreement for provisions of services by PKL S.A. before these Terms and Conditions take effect, its provisions shall be binding for such Consumer provided that the Consumer gives his/her permission under item 6 of this section of the Terms and Conditions.

6. An agreement between PKL S.A. and a Consumer who has made a reservation and purchase of service before the date of entry into force of the amended Terms and Conditions shall be terminated within 14 days from the date of its entry into force, unless the Consumer submits a statement of consent to further provision of services under these Terms and Conditions within the above-mentioned deadline. 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.
7. During the term of the agreement, the Consumer shall have the right to request confirmation of its content in writing as well as has 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 S.A.
8. These regulations are effective as of 25.05.2023.