

**TERMS AND CONDITIONS**  
**of the Internet Reservation and Sale of Products and Services of the Kasprowy Wierch**  
**Resort**  
**(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 (34-500), ul. Bachledy 7D, 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, having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, hereinafter referred to as “**PKL S.A.**”.
2. Internet reservation and sale of products and services of the Kasprowy Wierch Resort are subject to the conditions set forth in 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** – an Electronic Service provided to the Customer within the Store that allows the Customer to use additional functionalities. The Customer accesses the Account with a login and associated password. The Customers can log into their Accounts after registering with the Store. The Account allows the recording and storage of the Customer's data, order history, complaints and returns, as well as other services provided to the Customer by the Seller;
- 4.4. **Shopping Cart** – an Electronic Service provided to a Customer who has an Account with the Store, which enables the Customer to place orders, enter discount codes that allow for price reductions on a separately defined basis, view a summary of the prices of individual products and services and all products and services combined. The Shopping Cart collects offers made by the Customer to enter into a Sales Agreement, i.e. more than one offer to enter into a Sales Agreement may be made within one 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 defining the rules of operation of the Online Store, in particular the rules of creating an Account, placing Orders, concluding Sales Agreements and using other services provided by the Seller to the Customers through the Online Store. 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 terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services;
- 4.7. **Sales Agreement** – a sales agreement within the meaning of the Civil Code, concerning the sale of products and services of Kasprowy Wierch Resort by the Seller to the Customer in exchange for payment of a certain price. The Sales Agreement is concluded between the Customer and the Seller by means of distance communication, after acceptance of the order by the Seller in accordance with the Terms and Conditions;
- 4.8. **Electronic Services** – a 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 working with the Seller, the relevant provisions regarding the rules

of use of such services are contained in the terms and conditions for the provision of services by such 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 certain products and services in the form of: Tourpasses, KW SKIpasses, Seasonal SKIpasses, combination tickets and receipts, as defined in the point below;

4.11. **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;

4.12. **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 named ski ticket (including your full name),
- entrance fees to the Tatra National Park,
- seat reservation fees (guarantee of reservation of a seat on the cable car on a particular day and at particular hour),
- priority/reservation fees (if applicable),
- 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.

- 4.13. **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 (Terms and Conditions 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;
- 4.14. **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. They will be 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);
- 4.15. **Receipt** - an authorisation confirming participation in a tourist event or service in the form of a tourist product;
- 4.16. **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;
- 4.17. **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.

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;

4.19. **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;

4.20. **Additional luggage** – any luggage which is not hand luggage or exceeds the parameters given in item 4.19 is subject to an additional charge. The Carrier has the right to refuse to carry additional luggage. It is forbidden to carry bicycles;

4.21. **Price list** – a document indicating current prices for individual PKL S.A. services, including in particular Tourpasses / KW SKIpasses / Seasonal SKIpasses. 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;

4.22. **Document confirming identity** – an official document confirming identity of a person: an identity card, passport, 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;

- 4.23. **mTożsamość** – 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;
- 4.24. **Person authorised to inspect** – 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;
- 4.25. **GTC** – General Terms and Conditions; the document that the Consumer is obliged to read and accept when purchasing a tourist event or a travel product;
- 4.26. **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;
- 4.27. **Tourist event** - offered to the Consumer by PKL Tours, in which PKL S.A. acts as an organiser within the meaning of the Act of 24 November 2017 on tourist events and related tourist services (consolidated text Journal of Laws 2022, item 511), 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](http://www.sklep.pkl.pl);
- 4.28. **Travel product** – a product offered to the Consumer by PKL Tours at a specific place and date selected in the course of reservation. Information and details of the offer, along with the general terms and conditions of participation in the selected product, available at [www.sklep.pkl.pl](http://www.sklep.pkl.pl).

### *Information for Consumers*

5. Online reservation and sales of products and services of the Kasprowy Wierch Resort are carried out through the website at [www.sklep.pkl.pl](http://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 for the use of Kasprowy Wierch Tourist and Ski Resort. The Consumers shall not use the online sales system to provide anyone with unlawful content.
7. The Consumers of the online sales system acknowledge that the safe operation of the cable car and the chairlifts depends on the weather conditions and that, in the event of their deterioration, the operation of the cable car and the chairlifts may be suspended without notice and until

further notice. PKL S.A. hereby informs that the current timetable of the cable car and the chairlifts and details regarding current weather conditions are available at the Kasprowy Wierch Resort and at [www.pkl.pl](http://www.pkl.pl).

8. Notwithstanding the provisions of item 6 of this section of the Terms and Conditions, any person who engages in sports, recreation or tourism in organised ski areas belonging to PKL S.A. (in the premises of a given resort), should follow the recommendations of the mountain rescue service when an extraordinary threat to the safety of the occupants of the resort is identified.
9. In the event of an epidemic threat or an epidemic state, Consumers staying on the premises of the Resort 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 5 December 2008 on prevention and control of infections and infectious diseases in humans (consolidated text Journal of Laws 2021 item 2069 as amended). Failure by the Consumer to comply with the rules is grounds for denial of service.
10. The length of time PKL S.A. provides services to the Consumer depends on the type of product or service of the Kasprowy Wierch Resort purchased by the Consumer, as well as its validity period indicated in the current PKL S.A. Price List.
11. Consumers are required to familiarize themselves with the opening hours of chairlifts before purchasing a KW SKIpass. If the Consumer purchases a KW SKIpass 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 KW SKIpass, the Consumer must specify the time of the cable car journey, which cannot be changed.
12. 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.
13. 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.
14. Before purchasing and using the KW SKIpass/SKIpass/Seasonal SKIpass, the Consumer is obliged to check the information whether the chairlifts are open. 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 § 9 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.

15. It is forbidden for Consumers to resell Tourpasses/ KW SKIpasses/Seasonal SKIpasses/combination tickets and receipts.
16. 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.
17. In matters not regulated by these Terms and Conditions in the scope of the rights and obligations of a Consumer purchasing services online, the “Terms and Conditions for the Use of Kasprowy Wierch Tourist and Ski Resort by Consumers” shall apply.
18. Detailed rules for the purchase of a Seasonal SKIpass are contained in separate Terms and Conditions.

### ***Purchase***

19. 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.
20. 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 assortment of the Store 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 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 of these Terms and Conditions.

### **§ 5**

#### **Charges for products and services of the Kasprowy Wierch Resort**

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 of the Kasprowy Wierch Resort 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 of the Kasprowy Wierch Resort (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 or an epidemic state, PKL S.A. may limit the number of available products and services of the Kasprowy Wierch Resort offered to the Consumer for reservation and purchase for a specific date, in order to ensure sanitary safety.
4. An element necessary for the purchase of products and services of the Kasprowy Wierch Resort 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 included on the entitlement to the product or service and will be the basis for verification of identity by an authorised person on the part of PKL S.A. E-mail address and cell phone number applies only to Consumers of legal age.
5. It is permissible to change the personal data indicated at the time of purchase, in accordance with § 8 items 7-8 of these Terms and Conditions.
6. Issues related to the Seasonal SKIpass are regulated by separate Terms and Conditions.

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

7. PKL S.A. reserves the right to block the KW SKIpass/Seasonal SKIpass/receipt 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 a named KW SKIpass/named Seasonal SKIpass/named Tourpass, receipt/combination ticket with others;
  - b) use of the Tourpass/KW SKIpass/Seasonal SKIpass/combination ticket/receipt at a discounted price when the Consumer is not entitled to a discount (preferential rates).
8. PKL S.A. prohibits the Consumer from using the organised tourist and ski area without a valid Tourpass/KW SKIpass/Seasonal SKIpass.
9. Staff may check to see if the Consumer is complying with the rules for using KW SKIpasses/Seasonal SKIpasses/Tourpasses
10. Staff members check the consistency of the personal data indicated on the Tourpass/KW SKIpass/Seasonal SKIpass with the personal data on the identity document.
11. 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.
12. 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.
13. 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/ticket office (cashier) will collect the correct fare for transportation and an additional fee to be paid at the Resort's ticket office or at the Resort's Customer Service Office.
14. 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.
15. PKL S.A. is entitled to refuse to provide a service in case of lack of a KW SKIpass/Seasonal SKIpass/Tourpass/combination ticket and lack of entitlement to use the discount.
16. 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.

17. 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 product or service of the Kasprowy Wierch Resort.
18. 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.).
19. 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*

20. 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.
21. 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. Górską 21, 34-312 Międzybrodzie Żywieckie;

- Jaworzyna Krynicka - lower station, at ul. Czarny Potok 75, 33-380 Krynica-Zdrój.

## § 6

### **Eligibility to purchase discounted Tourpasses/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. 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.
3. 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).
  4. Discounts for Seasonal SKIpasses are governed by separate Terms and Conditions.
  5. In the case of travel products/travel events, detailed rules for the purchase of discounted entitlement are contained in separate Terms and Conditions and terms of participation available at [www.pkl.pl](http://www.pkl.pl) and [www.pkltravels.pl](http://www.pkltravels.pl).

## § 7

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

1. Payment for products and services of the Kasprowy Wierch Resort is possible by means of an electronic payment system accepted by PKL S.A.
2. The Consumer of the online sales system acknowledges that when the Consumer presses the “CONFIRM PURCHASE” button located at [www.sklep.pkl.pl/koszyk/summary.htm](http://www.sklep.pkl.pl/koszyk/summary.htm) under the “**Cart**” tab, the Consumer will have to pay the price listed there, together with the deposit for the returnable card (if any).
3. The Consumer should make payment for the order within 2 hours of placing it. Tourpasses and KW SKIpasses/Seasonal SKIpasses not paid by this deadline will return to the sales pool and the order will be canceled.

### *Tourpass collection*

4. A registered Consumer will receive the purchased Tourpass in one of the ways indicated in the communication after the purchase, for example, it may be:
  - a) e-mail or,
  - b) SMS or,
  - c) topping up the PKLpass or other.

The Consumer will receive the purchased Tourpass to the email address or cell phone number provided with the order. In order to receive the Tourpass via an SMS, the Consumer must have access to the Internet on the cell phone.

5. A non-registered Consumer cannot receive the Tourpass via an SMS and PKLpass card top-up.

#### ***Receipt of KW SKIpasses/Seasonal SKIpasses***

6. The Consumer can choose between two methods of delivery of the purchased KW SKIpass:
- a) by topping up the PKLpass card,
  - b) by personal collection.

When making a purchase, in the “STEP 2.” tab, the Consumer selects the desired option for delivery of the purchased KW SKIpass/Seasonal SKIpass. An unregistered Consumer cannot top up a PKLpass card.

#### ***Topping up the PKLpass card***

7. The condition for topping up is the possession of a PKLPass card.

#### ***Personal collection of KW SKIpasses/Seasonal SKIpasses***

8. Consumers of the online sales system can collect their KW SKIpasses/Seasonal SKIpasses at the so-called SKIpass Machines, which are located at the locations indicated below:
- a) Góra Żar, ul. Górską 21, 34-312 Międzybrodzie Żywieckie (lower station),
  - b) Gubałówka, ul. Na Gubałówkę 4, 34-500 Zakopane; (lower station),
  - c) Jaworzyna Krynicka, ul. Czarny Potok 75, 33-380 Krynica Zdrój (lower station),
  - d) Palenica, ul. Główna 7, 34-460 Szczawnica (lower station).
  - e) Mosorny Groń, Zawoja 2525, 34-222 Zawoja, (lower station),
  - f) Kasprowy Wierch ul. Kuźnice 14, Zakopane 34-500 (lower station)

A Consumer whose KW SKIpass/Seasonal SKIpass is to be collected in person will receive a code to the SKIpass Machine on the phone number provided, where the Consumer can pick up his/her PKLpass card with a topped-up KW SKIpass/Seasonal SKIpass. In the event of failure of the SKIpass Machine, it is possible to pick up the purchased KW SKIpass/Seasonal SKIpass at the Customer Service Office or at the Kasprowy Wierch Resort’s ticket office. This can be done no later than 25 minutes before the departure time designated on the seat reservation.

## § 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 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. In order to withdraw from the agreement for the purchase of Tourpasses/KW SKIpasses in the online store, the Consumer must follow the steps described in § 9 item 8 of these Terms and Conditions.
5. 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 travel products and events contained in the General Terms and Conditions of Participation.
6. In case of withdrawal from the agreement concluded via the online sales system of PKL SA, such agreement shall be deemed uncompleted.
7. 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).
8. 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 KW 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). In the case of multi-day KW SKIpasses, it is not possible to change personal data after activation of the card.

9. Less than 24 hours before the ride, it is impossible to change personal information on a named Tourpass and KW SKIpass.
10. In the case of a Seasonal SKIpass, the right of withdrawal is not available.

## **§ 9**

### **Refund policy for unused Tourpasses/KW SKIpasses/Seasonal SKIpasses**

1. A large number of people who use the Kasprowy Wierch 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. The closure of one of the two chairlifts in Kocioł Goryczkowy and Kocioł Gąsienicowy does not constitute grounds for a refund.
  7. 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 for the unused trip.
  8. The refund referred to in item 2 of this section shall be made as follows:
    - a) The Consumer, after logging into the online sales system at [www.sklep.pkl.pl](http://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 disposition. The Consumer will then receive a correction to the invoice. After its acceptance, the Consumer will receive the due refund via an electronic payment system accepted by PKL S.A.
  9. In the case of purchase of a Tourpass/KW SKIpass without registration, the Consumer shall return the product after clicking on the appropriate link in the order confirmation e-mail. Further steps are the same as described in item 8 of this section.
  10. 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.
  11. 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.
  12. In the case of Seasonal SKIpasses, only seat reservations are refundable under separate Terms and Conditions on the use of the Seasonal SKIpass.
  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.

## **§ 10**

### **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 SA in the Resort.
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](mailto:reklamacje@pkl.pl),
  - c) in writing to the address of PKL SA, as indicated in §1 item 1.
3. The complaint should contain the name and surname of the Consumer, his/her electronic address, postal address, order number, Tourpass/PKLpass card number (the carrier of the KW SKIpass and Seasonal SKIpass), 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. 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 combination tickets, the Terms and Conditions of the respective combination ticket shall apply to complaints.

## **§ 11**

### **Consumers' personal data**

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.
4. 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.

## **§ 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 by 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 of the Consumer 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 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.

7. The Terms and Conditions are effective as of 25.05.2023.