

TERMS AND CONDITIONS

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

The Terms and Conditions are effective as of November 30, 2024.

§ 1.

General provisions and definitions

1. Polskie Koleje Linowe Spółka Akcyjna with its registered office in Zakopane (34-500), at ul. Bachledy 7D, registered by the District Court for Krakow – Śródmieście, XII Commercial Division – KRS, in the Register of Entrepreneurs of the National Court Register with the KRS number 0000429345, with a share capital of PLN 172,700,000.00, fully paid up, NIP 736-17-16-338, REGON 122633430 (hereinafter referred to as: PKL S.A. / PKL / Seller) pursuant to these Terms and Conditions sells entitlements to services and products of its own, PKL S.A. Group companies and packages combined with the offer of entities cooperating with the Company on the basis of separate agreements.
2. Online booking and sale of entitlements to products and services is carried out pursuant to the rules set out 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, including the Consumer, concluding a Sales Agreement or using an Electronic Service in accordance with the Terms and Conditions, who has the capacity to perform legal acts within the scope allowing them to successfully complete a given action via the Online Store;
 - 4.2. **Consumer** - a natural person making with PKL a legal transaction that is not directly related to the economic or professional activity of the natural person, and a natural person entering with PKL 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 out of the object of their economic activity, rendered available pursuant to the provisions on the Central Register and Information on Economic Activity [CEDIG]; hereinafter referred to also as: '**Consumer/Passenger**';
 - 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 by means of a login and the associated password assigned by the Customer. The Customers can log into their Accounts after registering with the Store. The Account allows for the recording and storage of information concerning the Customer's data, order history, complaints, refunded orders, as well as other services made available to the Customer by the Seller;

- 4.4. **Cart** - An Electronic Service made available to a Customer who is an Account holder in the store, which consists of enabling the Customer to place an order, enter discount codes allowing to reduce the price on a separately defined basis, display a summary of the price of individual products and services, as well as all products and services in total. The 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 Requirements** - the technical requirements to be met in order to use the Store, including Electronic Services, place an order or conclude a Sales Agreement, i.e.: having a personal computer or a mobile device; Internet access; Internet browser installed on the computer or mobile device software (Mozilla Firefox version 50.0 or higher, Opera version 42.0 or higher, Google Chrome version 55.0 or higher) and a programme to open (read) *.PDF files;
- 4.6. **Terms and Conditions** - this document setting out the rules for the operation of the Internet Store, in particular the rules for creating an Account, placing Orders, concluding Sales Agreements and using other products and services made available to Customers by the Seller via the Internet Store. The Terms and Conditions define the rights and obligations of the Customer and the Seller. With regard to services provided by electronic means, these Terms and Conditions are the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on Providing Services by Electronic Means (i.e. Journal of Laws of 2024, item 1513, as amended);
- 4.7. **Sales Agreement** - sales agreement within the meaning of the Polish Civil Code, concerning the sale by the Seller to the Customer of products and services against payment of a specified price. The Sales Agreement is concluded between the Customer (Buyer) and the Seller - PKL using means of distance communication, upon the Seller accepting the order pursuant to rules set out in the Terms and Conditions;
- 4.8. **Electronic Services** - a service provided electronically within the meaning of the Act of 18 July 2002 on Providing Services by Electronic Means (i.e. Journal of Laws of

2024, item 1513, as amended), by the Seller to the Customer via the Shop, 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. **Consumer Rights Act** - The Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws of 2023 item 2759 as amended);

4.10. **Entitlement to a product and service** - pursuant to these Terms and Conditions, the Consumer acquires entitlement to particular products and services in the form of: **tickets, SKIpasses, bike passes, vouchers**, as defined in the section below;

4.11. **Ticket** - a document entitling the Consumer to travel by rail in one or both directions, depending on the fare selected by the Consumer, or to use (enter) a selected tourist attraction at a selected resort;

4.12. **Combined ticket / package** - entitles to travel on two railways of the PKL Group or to travel on one selected railway of the PKL Group together with the use of an additional service offered by PKL S.A. or an entity cooperating with it;

4.13. **SKIpass** - entitles to use the ski infrastructure, including, in particular, to multiple rides up on railways, ski lifts and carpet lifts in accordance with the assigned entitlement to use specific facilities (indicated in the description of the selected SKIpass). A multi-day SKIpass is valid for a period of several consecutive days from the day for which it was purchased. The SKIpass may be time-limited - in accordance with the description of the selected SKIpass in the offer, and also entitle to using a designated part of the Resort. Each SKIpass is personal. Personalisation takes place when the person first passes through a gate with the reader and camera;

4.14. **Season SKIpass** - a personalised document entitling the holder to multiple use of cable railways and ski lifts during a given ski season in the resorts specified in the Terms and Conditions for the Use of the Season SKIpass. Only one person shall be authorised to use the season SKIpass. Identification takes place by taking a photo of the Person authorised to use the Season SKIpass at the first passing through the gate with a reader and camera, and providing name and surname at the time of purchase (Season SKIpass does not include a seat reservation on the cable car to Kasprowy Wierch); Season 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 Season SKIpass

and exemptions can be found in the Terms and Conditions of use of the Season SKIpass;

4.15. **Bike pass** -- a document which entitles to use the funicular and chairlifts depending on the type of service purchased in the following resorts: Mosorny Groń, Góra Żar, Palenica and Butorowy Wierch. The passes include insurance for the cyclist. A person entitled to a bike pass may use it on Butorowy Wierch. In this case it is not possible to use the bike routes - PKL Bike Parks; the ride down to the bottom terminal is possible via public roads only. Each Bike pass is personal. Personalisation of the pass takes place when the Consumer's details are provided during the purchase of the pass. The following types of Bike Passes are available:

a) 10-ride card for cyclists:

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

(b) a day card for cyclists:

- which can be used in 4 centres: Góra Żar, Mosorny Groń, Palenica, Butorowy Wierch (excluding Day card for cyclists in the Palenica resort - available rides on the selected day, only in the Palenica resort),
- is refundable in accordance with section 9, item 2 of these Terms and Conditions,
- available for purchase directly at the ticket window and online;

4.16 **Voucher** - an entitlement confirming participation in a package travel or service in the form of a travel product (tourism service);

4.17 **PKLpass** - an electronic card on which entitlements to SKIpasses / KW SKIpasses / Season SKIpasses / TOP SKIpasses / Tourpasses / tickets / bike 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 recorded on the PKLpass entitles the Consumer to use only one PKL S.A. Resort on a given day with the exception of the Bike Pass and the Season SKIpass that the Consumer may use in the selected Resorts available within the offer without limitation on the same day; **The PKLpass** comes in the following forms:

- 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 groszy) is charged upon issuance of the returnable card indicated in item 4.17(a). The deposit is non-refundable in the event of loss or apparent mechanical damage to the card and if the card is returned after the specified return date;

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

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

Luggage transport is possible if the terms and conditions of the particular Resort allow it.

4.20 **Extra baggage** - a bicycle or any baggage that is not hand luggage or exceeds the parameters provided in item 4.19 is subject to an additional charge. The Carrier has the right to refuse to carry extra baggage;

Luggage transport is possible if the terms and conditions of the particular Resort allow it.

4.21 **Price list** - a document indicating current prices for particular products and services available for distance selling, including in particular tickets, SKIpasses, season passes, bike passes, combined tickets, packages, event vouchers and travel products. The prices are given in Polish zloty (PLN) and include VAT at the rate valid on the day of purchase of a given service, i.e. product and service of PKL S.A. The current price list is available at www.pkl.pl. The prices of products and services in the available sales channels (cash registers, ticket machines, online store) may vary;

4.22 **PKL S.A. Group** - The Group includes, among others, the following companies: Polskie Koleje Linowe S.A., PKL Horeca S.A., PKL Solina S.A., Kolej Gondolowa Jaworzyna Krynicka S.A., which carry out operational activities in tourist and ski Resorts;

4.23 **General Terms and Conditions of Insurance** - the document that the Consumer is obliged to read and accept in the event of purchase of the following:

- a) a bike pass in PKL S.A. resorts: Mosorny Groń, Góra Żar, Palenica, Butorowy Wierch i.e. a day card for cyclists and a 10-ride card for cyclists;
 - b) package travel or a travel product (travel services);
- 4.24 **PKL Tours** - a separate organisational unit of PKL S.A. within the framework of which the Company acts as a Tour Operator or offers travel products (travel services) adjusted to the offer of a given Resort and current season - summer or winter offer;
- 4.25 **Tourist event** - an event offered to the Consumer by PKL Tours, in which the PKL S.A. Company acts as its organiser within the meaning of the Act of 24 November 2017 on package travel and linked travel arrangements (i.e. Journal of Laws of 2023 item 2211 as amended), taking place at the selected place and date, information and details of the offer and general terms and conditions of participation in the package travel are available at www.sklep.pkl.pl;
- 4.26 **Travel product (travel services)** - offered to the Consumer by PKL Tours, at a specific place and date selected while booking. Information and details of the offer, along with the general terms and conditions of participation in the selected product are available at www.sklep.pkl.pl.

Information for Consumers

- 5. Online booking and sale of products and services takes place via the website at www.sklep.pkl.pl hereinafter referred to as the '**online sales system**'.
- 6. Consumers who use the online sales system shall comply with the law and the provisions of these Terms and Conditions, the Terms and Conditions for the use of the visited PKL S.A. Resort. Consumers may not use the online sales system to provide unlawful content to anyone.
- 7. Consumers of the online sales system acknowledge that the safe operation of the cable railways and lifts depends on the prevailing weather conditions and that, in the event of a deterioration of these conditions, the operation of the railways and lifts may be suspended without notice and until revoked. PKL S.A. informs that the current cable railway and ski lift timetable and data on current weather conditions are available in the resort selected by the Consumer and on the www.pkl.pl website.
- 8. Notwithstanding the provisions of item 7 of this section of the Terms and Conditions, any person who enjoys sport, recreational activities or tourism in the areas of the Resorts to which the product or service relates shall listen to the recommendations of the mountain rescue service when an extraordinary risk to the safety of persons in the chosen Resort is identified.

9. In the event an epidemiological risk or state of pandemic is declared by a competent province governor or a minister competent for health matters in consultation with minister competent for public administration matters, Consumers staying on the premises of the Resort and using its services are obliged to comply with sanitary-epidemiological rules set forth in 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 of 2024 item 924 as amended). The Consumer's failure to comply with the rules constitutes grounds for denial of service.
10. The Consumer is obliged to familiarise themselves with the opening hours of the Resort before purchasing a product or service. If the Consumer purchases a ticket / SKIpass / season SKIpass / bike pass exceeding the opening hours of the Resort, the remaining amount for the unused product or service will not be refunded.
11. The Consumers are prohibited from reselling their tickets, SKIpasses, Season SKIpasses, bike passes, combined tickets (packages), vouchers to third parties.
12. In the case events / special events / mass events etc. organised at the Resorts of the PKL S.A. Group, PKL S.A. has the right to make special tickets / SKIpasses available for sale. The purchase of such an entitlement is the only document confirming participation in a given event, the purchase price being compliant with the price list of tickets / SKIpasses available in the Price List. Standard tickets / SKIpasses available in the Resort's regular offer do not include participation in the event. The consumer is required to purchase the relevant special entitlement in order to participate in the event.
13. In the Palenica Resort in Szczawnica, within the scope of the service provided, PKL S.A. shall perform for the Consumer the service of a ride in a funicular railway or a carpet lift or a gravity slide (depending on the ticket variant selected by the Client) and in each case automatically take a souvenir photograph of the Consumer, including - depending on the situation - accompanied by other Consumers using the funicular railway or the carpet lift or the gravity slide. By using the service, the Consumer consents to gratuitous dissemination of their image recorded in the form of a souvenir photo by its temporary disclosure on a screen located at the final terminal of the funicular railway, the carpet lift or the gravity slide for the purpose of the Consumer becoming acquainted with the souvenir photo and offering them the opportunity to purchase it. The scope of the service is limited to taking a photograph of the Consumer. The Consumer may, under a separate service, purchase a printed photograph or purchase items offered by PKL S.A. personalised for the Consumer by using the photograph taken. The detailed scope and conditions of such additional services are set out in a separate price list.

Refraining from the use of the above-mentioned additional services does not constitute grounds for a reduction in the ticket or SKIpass price.

14. Within the scope of the provided service of a ride on a gravity slide and a carpet lift in the Gubałówka Resort, PKL S.A. will automatically complete for the Consumer (also referred to as: '**Buyer**' or '**Client**') service in the form of a souvenir photo of the Client, including, as the case may be, in company of other Customers using the gravity slide / carpet lift. By using the service, the Consumer consents to gratuitous dissemination of their image recorded in the form of a souvenir photo by its temporary disclosure on a screen located at the final terminal of the funicular railway/carpet lift for the purpose of the Client becoming acquainted with the souvenir photo and offering them the opportunity to purchase it. The scope of the service is limited to taking a photograph of the Client. The Client may, under a separate service, purchase a printed photograph or purchase items offered by PKL S.A. personalised for the Client by using the photograph taken. The detailed scope and conditions of such additional services are set out in a separate price list. Refraining from the use of the above-mentioned additional services does not constitute grounds for a reduction in the ticket price.
15. In matters not covered by the Terms and Conditions, the relevant provisions of the following terms and conditions shall specify the rights and obligations of the Consumer, depending on the entitlement to the service or product that the Consumer has purchased:
 - a) **Gubałówka, Butorowy Wierch** - 'Terms and Conditions for the use of the Gubałówka Tourist and Ski Resort by Consumers';
 - b) **Góra Parkowa**: 'Terms and Conditions for the use of the Góra Parkowa Resort by Consumers';
 - c) **Góra Żar**: 'Terms and Conditions for the use of the Góra Żar Tourist and Ski Resort by Consumers';
 - d) **Góra Żar**: 'Terms and Conditions of the Góra Żar PKL S.A. bike routes';
 - e) **Palenica**: 'Terms and Conditions for the use of the Palenica Tourist and Ski Resort by Consumers';
 - f) **Palenica**: 'Terms and Conditions of the Palenica bike routes'
 - g) **Mosorny Groń**: 'Terms and Conditions for the use of the Mosorny Groń Tourist and Ski Resort by Consumers';
 - h) **Mosorny Groń**: 'Terms and Conditions of the PKL BIKE PARKS MOSORNY bike routes';
 - i) **Jaworzyna Krynicka**: 'Terms and Conditions for the use of the Jaworzyna Krynicka Resort in Krynica-Zdrój by Consumers';

- j) **Solina:** 'Terms and Conditions for the use of the 'SOLINA' Resort by Consumers';
- k) **'Mysterious Solina' Theme Park:** 'Terms and Conditions for the use of the 'Mysterious Solina' theme park';
- l) **General Terms and Conditions of Insurance** - General Terms and Conditions of Insurance pertaining to cyclists and travel products (services);
- m) **Terms and conditions of selected combined tickets / packages available at www.pkl.pl** during the period of availability of the selected service;
- n) **General Terms and Conditions of Participation** - General Terms and Conditions of Participation regarding Package Travel, General Terms and Conditions of Participation regarding a Travel Product
- o) **Season SKIpass:** 'Sale and use by Consumers of the season SKIpass in selected PKL SA Resorts'

Purchase

- 16. 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.
- 17. The duration of the product or service that PKL S.A. provides to a Consumer who has purchased a given product or service entitlement via an 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 available 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 data to enable the Order to be processed 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 customer's interest to install and update legal software to keep the user's device secure.

5. In the event of any non-compliance of Electronic Services with the Terms and Conditions, the Client 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 Client'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 purchase method

1. Consumers order and buy entitlements to products or services via the online sales system using their personal Accounts.
2. In order to create an Account, the Consumer must register and provide the following information:
 - 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 accesses their Account via a login (user ID) and password assigned by them.
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 the Bike Pass, the Consumer has to read the General Terms and Conditions of Insurance and submit a statement that they have read it.
6. In addition, the consumer must read the General Terms and Conditions of Insurance and the General Conditions of Participation in order to purchase a voucher for a travel product (travel service) or package travel.

§ 4

Rules for placing an order

1. In order to place an Order, the following shall be done:
 - a) Log in to the previously created Client Account or use the option of placing an Order without registration.
 - b) Select the appropriate completion date and the product or service that is the subject of the Order.
 - c) Select how to receive the product or service.
 - d) 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 Order recipient.
 - e) Click the 'proceed to checkout' button.
 - f) Select one of the available payment methods and then, depending on the payment method, pay for the order by the specified deadline, subject to § 7, item 3.

§ 5

Charges for products and services

1. PKL S.A. reserves that in the case of significant interest in a given service or product, it may introduce a limitation of the number of offered products and services that a given Consumer may book and purchase for a specific date.
2. When a Consumer incurs additional costs related to the purchase of a product or service (in addition to the prices listed in the online sales system), the Customer must give separate and explicit consent.
3. PKL S.A. reserves that in the event an epidemiological risk or state of pandemic is declared by a competent province governor or a minister competent for health matters in consultation with minister competent for public administration matters, it may introduce a limitation of the number of offered products and services that a given Consumer may book and purchase for a specific date or temporarily suspend its sale to provide safe sanitation.

Liability rules

4. Under penalty of blocking the entitlement to a particular product or service, it is not allowed to:
 - a) render a personalised SKIpass, season SKIpass, bike pass, voucher available to other persons;
 - b) resell and allow gratuitous use of tickets to third parties; they are for the sole use of the person for whom they were purchased;

- c) the use of a service or product at a discount price when the Consumer is not entitled to a discount (preferential rates).
5. PKL S.A. prohibits the Consumer from using the organised ski-resort area and the Resort without a valid entitlement.
 6. Customer service employees may check whether the Consumer is complying with the rules for using the acquired entitlement for a specific product or service.
 7. In the case of a failure to present the proper document entitling to the use of a product or service, a Customer service employee of PKL S.A. or a Resort managed by the PKL Group Company shall collect the relevant fare from the Consumer along with the additional fare or issue a payment request.
 8. In the event there's no valid document proving the Consumer's entitlement to enjoy the product or service free-of-charge or at a reduced price, an employee of the Resort's Customer service department or ticket office shall collect the relevant fare for the product or service and additional charge to be paid at the ticket window or the Customer Service Centre of the given Resort.
 9. The collected fare and additional charge, following the 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 product or service completion, the entitlement to gratuitous use or reduced fare.
 10. PKL S.A. is entitled to refuse to provide a product or service in the case the person fails to produce a document indicating the right to use a particular product or service and lack of entitlement to use it at a discounted price.
 11. When using the season SKIpass in Resorts covered by the service, the Consumer is obliged to show their season SKIpass at the request of PKL S.A. staff and allow its verification by presenting a document confirming the Consumer's identity. Refusal to present the season SKIpass along with the document or providing it to another person results in rendering the possibility of further use of the season SKIpass unavailable.

Deposits

12. The PKLpass Returnable Card is the property of PKL S.A., and the Consumer is its holder for the duration of use of the service (product) following the payment of a deposit. It amounts to PLN 10.00 (in words: ten zloty ⁰⁰/₁₀₀ groszy) and the consumer pays it when purchasing: a ticket, SKIpass, season SKIpass and bike pass.
13. Deposit refund of the returnable card can only be obtained by returning the PKL Pass card at the ticket offices of PKL S.A. Resorts, the Customer Service Office (PKL S.A. informs that the

list of Customer Service Centres and PKL S.A. Resorts, along with their addresses and opening hours for customers, is available at www.pkl.pl) or the so-called Return Machines. The following constitute grounds for deposit refund: returning a card that has no cracks, bends or other visible mechanical damage on it and complying with the return deadline, otherwise the consumer will not receive a deposit refund. The deadlines applicable to the return of cards by the Consumer are as follows:

- a) if a SKIpass is purchased - by May 15 each year during the season,
- b) if a bike pass is purchased - by October 31 of each year in which the pass is purchased.

In the case of the Jaworzyna Krynicka Resort, the card may be returned until 31 May each year during the season.

Return machines are available at the following locations:

- Kasprowy Wierch - bottom terminal, at ul. Kuźnice 14, 34-500 Zakopane
- Palenica - bottom terminal, at ul. Główna 7, 34-460 Szczawnica
- Góra Żar - bottom terminal, at ul. Górska 21, 34-312 Międzybrodzie Żywieckie
- Jaworzyna Krynicka - bottom terminal, at ul. Czarny Potok 75, 33-380 Krynica-Zdrój

§ 6

Who is eligible for discounted services and products

1. Discounted tickets are available to:

- a) children aged 4-15 (by birth year) – on the basis of a document certifying the child's age;
- b) youth aged 15-26 - based on:
 - a valid school ID card;
 - a valid student ID card;
 - a valid doctoral student card certified for the next period by the university;
 - foreign school and university students up to 26 years of age, based on an ISIC or Euro 26 ID card;
- c) persons over 65 years of age (by birth year) – on the basis of a valid identity document with a picture;
- d) guides or chaperones for school groups. Group guide/leader with at least 10 participants (one for the entire group). Chaperones of school groups: 1 chaperone per 10 pupils;

- e) disabled persons with a significant degree of disability pursuant to Article 3(1)(1) of the Act of 27 August 1997 on professional and social rehabilitation and employment of disabled people (i.e. Journal of Laws of 2024 item 44, as amended) (formerly 1st group disabled persons) based on a disabled person's ID or a valid disability certificate;
 - f) blind persons accompanied by a guide or a guide dog on the basis of a valid disabled person's ID or a valid disability certificate in which '04-0', 'O', 'o' or 'h' was indicated as the cause of disability (ICD-10 code);
 - g) caregiver of an above-mentioned disabled person stated in points (e) and (f) above;
 - h) disabled foreigners on the basis of the EU disability card.
2. SKIpasses with a discount on purchase can be obtained by:
- a) children aged 4-15 (by birth year) – on the basis of a document certifying the child's 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(1)(1) of the Act of 27 August 1997 on professional and social rehabilitation and employment of disabled people (i.e. Journal of Laws of 2024 item 44, as amended) (formerly 1st group disabled persons) based on a disabled person's ID or a valid disability certificate;
 - d) blind persons accompanied by a guide or a guide dog on the basis of a valid disabled person's ID or a valid disability certificate in which '04-0', 'O', 'o' or 'h' was indicated as the cause of disability (ICD-10 code);
 - e) caregiver of an above-mentioned disabled person stated in points (c) and (d) above;
 - f) disabled foreigners 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 ticket 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. Season SKIpasses with a discount on purchase can be obtained by:
- a) children aged 4-15 (by birth year) – on the basis of a document certifying the child's age;
 - b) persons over 65 years of age (by birth year) – on the basis of a valid identity document with a picture.
5. Discounts are not available for bike passes.

6. In the case of combined tickets / packages / travel products / package travels, detailed rules on the purchase of discount entitlement are contained in separate regulations and terms and conditions of participation available at www.pkl.pl and www.pkltours.pl.

§ 7

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

1. Payment for entitlement to a product or service provision is possible via an electronic payment system recognised by PKL S.A.
2. The consumer of the online sales system acknowledges that when they press the 'CONFIRM THE PURCHASE' button located at www.sklep.pkl.pl/koszyk/summary.html in the 'CART' tab, they will have to pay the price shown there, including the deposit for the returnable card (if applicable for a specific product or service).
3. The consumer should pay for the order within 30 minutes of placing it. Any entitlement remaining unpaid for within this timeframe returns to the sales pool and the order is cancelled.

Receiving entitlement to a product or service

4. The consumer can choose one of two delivery methods for the purchased product or service entitlement:
 - a) by e-mail/SMS, or
 - b) by topping up their PKLpass (not applicable to combined tickets/ packages/ vouchers).

The Consumer will receive the purchased ticket to the e-mail address or mobile phone number provided when ordering, respectively.

5. A non-registered Consumer cannot receive a ticket via a text message and as a PKLpass card top-up.
6. The Consumer can choose between two delivery methods for the purchased SKIpass, season SKIpass and bike pass:
 - a) by topping up the PKLpass card,
 - b) by collecting it in person at the SKIpass machine on the basis of a received SMS code.

When making a purchase in the 'STEP 2.' tab, the consumer selects the preferred delivery method for the purchased SKIpass / Season SKIpass / bike pass. A non-registered consumer cannot select the PKLpass top-up option.

7. Consumers of the online sales system can pick up purchased SKIpasses, season SKIpasses and bike passes in person at SKIpass machines on the basis of the SMS code received to the phone number provided. Consumers can collect a PKLpass card with a topped-up SKIpass, season SKIpass or bike pass at the selected SKIpass machine. In the event of a SKIpass machine failure, please report to the Customer Service Centre or the ticket window of the Centre during the opening hours for customers.
8. SKIpass machines are available at the following locations:
- a) Góra Żar, ul. Górska 21, 34-312 Międzybrodzie Żywieckie (bottom terminal),
 - b) Gubałówka, ul. Na Gubałówkę 4, 34-500 Zakopane (bottom terminal),
 - c) Kuźnice - Kasprowy Wierch (bottom terminal), ul. Kuźnice 14, 34-500 Zakopane (bottom terminal),
 - d) Zakopane - Poczta Polska, ul. Krupówki 20, 34-500 Zakopane; (Post Office building),
 - e) Zakopane - pedestrian tunnel at the intersection of ul. Krupówki and ul. Nowotarska, 34-500 Zakopane; (pedestrian tunnel),
 - f) Mosorny Groń - Zawoja, 34-223 Zawoja (bottom terminal),
 - g) Jaworzyna Krynicka, ul. Czarny Potok 75, 33-380 Krynica Zdrój (bottom terminal),
 - h) Palenica, ul. Główna 7, 34-460 Szczawnica (bottom terminal).
9. To deliver a SKIpass, season SKIpass or a bike pass by means of a PKLpass top-up it is necessary to have a PKLpass card and to register the card in the online store.

§ 8

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

1. The consumer may resign from the purchase, i.e. withdraw from the contract of sale of entitlement to a specific product or service which they concluded with PKL S.A. when purchasing the product or service pursuant to rules described below.
2. If the Consumer resigns from the purchased ticket, SKIpass, one-day bike card (i.e. withdraws from the contract) by 11.59 p.m. on the day preceding the date of service provision, PKL S.A. will refund 100% of the price of the purchased entitlement.
3. If the Consumer resigns from the purchased entitlement to a travel product (travel service) or package travel (i.e. withdraws from the contract) by 3 p.m. 2 days before the date of handling the event or product (service), PKL S.A. shall refund 100% of the price of the purchased entitlement. In accordance with the rules for the return of travel products (services) and package travels contained in the General Terms and Conditions of Participation.

4. If you wish to resign from the combined ticket / package, the provisions of the terms and conditions of the respective special offer or the Resort the combined ticket / package entitlement applies to are applicable.
5. PKL S.A. will not accept the resignation, i.e. the resignation will be ineffective if the Consumer reports it on the day the relevant entitlement is exercised.
6. In order to effectively withdraw from the contract for the purchase of an entitlement to a specific product or service in the online store, the Consumer shall follow the steps described in § 9.19 of these Terms and Conditions.
7. In case of withdrawal from the agreement concluded via the online sales system of PKL S.A., such agreement shall be deemed unconcluded.
8. The right of withdrawal does not apply to the season SKIpass and the 10-ride card for cyclists. These services are seasonal, and there is no risk of not being able to enjoy this entitlement.

§ 9

Refund policy for unused entitlements to a specific product or service

1. PKL S.A. does not consider the following as grounds for reimbursement: large number of people enjoying a particular Resort, bike routes and ski pistes, as well as bad weather and skiing conditions and a partial limitation of piste width.
2. In the case of two-way tickets, failure to use a one-way journey does not constitute grounds for a refund for the unused part of the fare.
3. In the event that the cable car / funicular railway is not operating, or its operation is suspended for more than one hour, PKL S.A. shall reimburse Consumers for the ticket entitling them to the ride that remained unused for that reason. An exception is a ticket purchased for the Solina cable car railway; in the event of its non-operation or suspension for more than one hour, PKL Solina shall provide alternative transport services. Customers are provided transportation from the upper terminal 'Jawor' to the bottom terminal 'Plasza'. If the Consumer does not use alternative transport services, PKL shall refund 50% of the fare for cable car ride.
4. Refunds for attractions in the Solina resort - observation tower, Sky Walk - if a particular attraction is not used, PKL will refund the entire amount of the purchase price according to the Price List for the given day of purchase for the selected attraction only if PKL Solina closes the particular attraction.
5. The Customer is not entitled to a refund of the ticket or part of the ticket price when they have not used entirely the available time in the 'Mysterious Solina' Theme Park or have not enjoyed all available attractions in the Park, which may be excluded from use at any given time due to

weather conditions or other factors. Information regarding the closure of selected attractions is available at the Park's ticket offices. The exception is when PKL Solina closes the premises of the 'Mysterious Solina' theme park due to the safety of Consumers. In such a case, if the premises of the 'Mysterious Solina' theme park are closed for more than one hour, PKL Solina shall refund the Consumer for the entrance ticket not used for this reason.

6. The rules described in items 2 - 4 of this section of the Terms and Conditions shall apply to refunds in respect of Packages available in the Solina resort.
7. A combined ticket for the Gubałówka cable car railway and Butorowy Wierch chairlift is not refundable. In the event that one of the cable car railways that the Combined Ticket was purchased for is not operating for more than one hour, Consumers shall take the other cable car that they have purchased the Combined Ticket for without paying any additional surcharge on the ticket.
8. In the event the 360 Observation Deck at the Jaworzyna Krynicka Resort is closed out of concern for the safety of persons using the Deck, due to weather conditions, PKL shall refund to the Consumers the charge for the tickets not used for this reason or refund part of the price for the unused service (Observation Deck access only).
9. For refunds of combined tickets / packages, in addition to the above, separate terms and conditions of the selected PKL S.A. resorts and terms and conditions of the selected combined tickets / packages apply.
10. The rules and the amount of refunds for SKIpasses and Bike Passes depend on the grounds and time of the refund.
11. Rules for the return of SKIpasses (excluding SKIpasses entitling to use the services of the Jaworzyna Krynicka Resort) when the ski pistes are closed:
 - a) in the event that the operation of the lift / cable car railway is suspended before half of the SKIpass validity period has elapsed, the Consumer will receive a 100% refund;
 - b) in the event that the operation of the lift / cable car railway is suspended after half of the SKIpass validity period has elapsed, the Consumer will receive a 50% refund.
12. SKIpass entitling to use the services of the Jaworzyna Krynicka Resort is refundable only and exclusively in the event that the suspension of operation affects simultaneously all cable car railways and ski lifts of the Jaworzyna Krynicka resort and lasts longer than 1 hour, in particular to ensure the safety of persons using the services of the Resort in the event of adverse weather conditions or failures, breakdowns. The amount of the refund for the unused SKIpass entitlement is proportional to the SKIpass validity time and the time from which the customer

could not use the entitlement - the moment of operation shutdown, in relation to the purchase price, according to the rules below:

- a) Hourly SKIpasses and 1-day SKIpass - partial refund for unused SKIpass calculated on a pro-rata basis from the hour of operation shutdown and the time remaining to be used and the purchase price;
- b) Multi-day SKIpasses - partial refund only for the amount for the day when facility operations ceased, according to the proportion between the hour of operation shutdown and the time remaining to be used and the purchase price per day.

Examples:

A consumer purchased a 4-hour SKIpass, which was first used at: 11:15 a.m. The Resort closed at 12:30 p.m. and remained shut down until the end of the day. Refund to the customer: skipass duration 240 minutes, the customer used 75 minutes. The Consumer will be reimbursed for 165 minutes, proportionally to the purchase price of the SKIpass.

A Consumer purchased a 5-day SKIpass, which was first used at: 10:05 a.m. The Resort closed at 2 p.m. and remained shut down until the end of the day. The last time the Consumer went through the gates: 01:30 p.m. Refund to the customer: ski pass validity time on the day (Resort opening hours: 09:00 a.m.-09:00 p.m., 12 hours) 720 minutes, the Passenger used: 300 minutes, then they are reimbursed for 420 minutes, proportionally to the purchase price of the SKIpass, on a per-day basis.

13. In the case of season SKIpasses, only seat reservation tickets to the Kasprowy Wierch cable car are refundable and only if the cable car is not operating at the time stated on the ticket. Payment due for a season SKIpass is non-refundable, also in the case the SKIpass is blocked by PKL S.A. due to circumstances set forth in § 1 item 11 of these Terms and Conditions.

14. Rules for the refund of the Cycling Day Card for cyclists:

- a) in the event that the operation of a cable car railway / chairlift is suspended before half of the Cycling Day Card for cyclist validity period has elapsed, the consumer will receive a 100% refund;
- b) in the event that the operation of a cable car railway / chairlift is suspended after half of the Cycling Day Card for cyclist validity period has elapsed, the consumer will receive a 50% refund.

15. The 10-ride version of the cycling cards are non-refundable.

16. The entitlement in the form of a Voucher to participate in an event or travel product (travel service) is refundable if PKL Tours cancels the event or travel product (travel service) in

question in the cases described in the General Terms and Conditions of Participation, in which case the Consumer shall receive part or all of the amount due for the Voucher in accordance with the provisions of the General Terms and Conditions of Participation of the relevant product or travel event (travel service).

17. The Consumer shall have the right to receive a refund in accordance with items 3 - 13 of this section of the Terms and Conditions, up to 30 days from the date on which the service or product in question was to be provided to the Consumer.
18. In matters not regulated in this section, the provisions of the terms and conditions indicated in § 1 item 15 of these Terms and Conditions shall apply.
19. The return referred to in the items of this section of the Terms and Conditions shall be made as follows:
 - a) The consumer, after logging into the online sales system at www.sklep.pkl.pl selects the 'Your orders' tab and clicks on 'RETURN' or 'COMPLAINT';
 - b) The Consumer then selects the product or service they wish to return and presses the 'RETURN' or 'COMPLAINT' button;
 - c) The consumer is redirected to a list of products or services where they select those they wish to return and enters the reason for the return in the comments (mandatory field);
 - d) PKL S.A. shall check the compliance of the return with these Terms and Conditions, and then issue a refund order.
20. In the case of the purchase of an entitlement to a product or service without registration, the Consumer shall return the product after clicking on the relevant link to the return form that they received in the order confirmation e-mail. The further steps are the same as those described in item 19 of this section of the Terms and Conditions.
21. Returns are analysed on the basis of the reason given by the Consumer for the return. In case the return is rejected by PKL S.A., the Consumer receives information including the grounds for the rejection.
22. If the return is valid, an e-mail confirmation will be sent to the Consumer along with a corrective invoice and the refund procedure will be initiated.

§ 10

Complaints

1. The Consumer has the right to lodge a complaint if in their opinion PKL S.A. failed to provide the service or provided it in an improper manner. A complaint can be made up to 2

months from the date on which the service was provided to the Consumer by PKL S.A. in the resort.

2. A complaint can be lodged in one of the following three ways:
 - a) online via the online sales system,
 - b) by e-mail to the following address: reklamacje@pkl.pl,
 - c) in writing to the address of PKL S.A. indicated in § 1, item 1 of these Terms and Conditions.
3. The complaint should include the Consumer's name and surname, e-mail address, postal address, order number, ticket / PKLpass number and the reasons for the complaint.
4. The complaint related to the operation of the electronic payment system must include, in addition to the information indicated in item 3: transaction number, payment confirmation, amount of the transaction, last name and first name of the owner of the bank account (debit card), date of transaction.
5. Complaints are processed within 14 days from the date of their receipt. The Consumer will be notified of the outcome of the complaint procedure in writing or on a durable medium sent to the e-mail address.
6. If the Consumer does not receive a notice of complaint consideration outcome within 14 days from the date of receipt of the complaint, it means that the complaint was approved.
7. In the case of the purchase of combined tickets / packages, the terms and conditions of the respective combined ticket / package shall apply to complaints.
8. The consumer has the right to use out-of-court dispute resolution and to submit a complaint via the Online Dispute Resolution System (ODR Platform) in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, at: <http://ec.europa.eu/consumers/odr>

§ 11

Personal data of consumers

1. PKL S.A. ensures a full respect of privacy and protection of personal data of Consumers in compliance with provisions on personal data protection.
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 within the scope of the information clause available at: <https://www.sklep.pkl.pl/klauzula->

<informacyjna/preview,54.html> and in the content of Attachment No. 1 to these Terms and Conditions.

§ 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 coming from 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 be liable for any errors in the operation of the Consumer's online sales system caused by the Consumer, in particular in case of the Consumer providing incorrect data necessary for the use of Electronic Services or effective purchase of a given product or service offered by PKL.
3. PKL S.A. shall not be liable for transactions carried out by unauthorised persons who have gained access to the Consumer's online sales system account as a result of the Consumer's failure to exercise due care by disclosing or enabling the aforementioned persons to become acquainted with the login and password to the Account given by the Consumer.
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. A Consumer who has made a purchase (concluded a contract for the provision of services with PKL S.A.) before these Terms and Conditions came into force, shall recognise the provisions included therein as binding if they agree to them in accordance with the rules set out in item 5 of this section of the Terms and Conditions.
5. The agreement between PKL S.A. and the Consumer who purchased a service before the effective date of these Terms and Conditions shall be terminated within 14 days from that date, unless the Consumer submits within that period a statement of consent to the continued provision of services under these Terms and Conditions. The agreement with the Consumer shall also not be terminated if the Consumer uses the purchased service after the effective date of these Terms and Conditions.
6. During the term of the agreement, the Consumer has the right to demand:
 - confirmation of the contents of the agreement in writing,

- a change of the means of distant communication, unless the use of such means is not provided for in the agreement or does not correspond to the nature of the service provided.

7. The Terms and Conditions shall enter into force on 30 November 2024.

Annex 1 to the Terms and Conditions

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

1. We would like to inform you that the controller of the personal data of persons using the online store (hereinafter: '**Data**') is Polskie Koleje Linowe S.A. (NIP 736-17-16-338), with its registered office in Zakopane (34-500) at ul. Bachledy 7D (hereinafter: '**Controller**').
2. In matters related to the processing of the Data, the Data Protection Officer can be contacted in the following ways:
 - a) by email to: iodo@pkl.pl,
 - b) in writing to the Controller's registered office address (given above).
3. The Data will be processed to:
 - a) conclude and perform a sales contract for the services of the Controller and its business partners, including those belonging to the PKL S.A. Group of companies, i.e. in particular Kolej Gondolowa Jaworzyna Krynicka S.A., PKL FOOD Sp. z o.o. sp. k., PKL Horeca Sp. z o.o., PKL Solina Sp. z o.o. (hereinafter: '**PKL Group**') - including with regard to the conclusion and performance of the contract, its settlement and the handling of any complaints or refunds - and the basis for the processing of Data for this purpose is the necessity to perform the contract or to take action prior to its conclusion at your request or to comply with legal obligations incumbent on the Controller, including in particular tax or accounting obligations;
 - b) carry out statistical, analytical or promotional activities of the Controller or PKL Group, including marketing and contact, responding to inquiries regarding services, products and providing other information concerning the Controller and PKL Group (e.g., presenting advertisements and offers - also customised to your preferences, including with the use of the information contained in cookies) - and the basis for their processing will be the necessity to realise the Controller's legitimate interest consisting in marketing the Controller's or PKL Group's products and services and making contact;
 - c) to respond to any enquiries or requests made to the Controller and to conduct further correspondence in this regard - and the basis of their processing will be

that it is necessary for the purposes of the Controller's legitimate interest in handling correspondence / responding to enquiries;

- d) establish, assert and defend against claims - and the basis for their processing will be the necessity to fulfil the purposes of the Controller's legitimate interest in establishing, defending and asserting possible claims.

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