

TERMS AND CONDITIONS
of the Internet Reservation and Sale of Products and Services of the Kasprowy Wierch
Resort
(version in force from 16 June 2026)

§ 1

Preliminary provisions

1. The entity conducting the reservation and sale of products and services of the Kasprowy Wierch Resort 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 both to consumers and to the so-called Protected Entrepreneurs using the Internet 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 the Internet 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 Internet 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 hereinafter referred to also as the “**Passenger**”;

- 4.3. **Internet Store** – the online store located at the internet address <https://www.sklep.pkl.pl/>, within which PKL S.A. sells its own products and services, the products and services of other companies from the PKL S.A. Group and those of PKL S.A.'s contractors via the Internet;
- 4.4. **Account** – an Electronic Service made available to the Customer within the Internet Store, allowing the Customer to use additional functionalities, such as saving and storing information on the Customer's data, order history, orders subject to complaints and returns, as well as other services made available to the Customer by the Seller. The Customer may obtain access to the Account using the login and associated password assigned by the Customer. The Customer may log in to their Account after registering in the Internet Store;
- 4.5. **Cart** – an Electronic Service made available to a Customer holding an Account within the Internet Store, consisting in enabling the Customer to place an order, enter discount codes allowing the price to be reduced on separately defined terms, display a summary of the price of individual products and services as well as all products and services combined. The Cart collects offers submitted by the Customer to conclude a Sales Agreement, i.e. more than one offer to conclude a Sales Agreement may be submitted within one order;
- 4.6. **Minimum Technical Requirements** – technical requirements whose fulfilment is necessary to use the Internet Store, including Electronic Services, place an order or conclude a Sales Agreement, i.e.: having a PC-class computer or portable device; Internet access; an up-to-date web browser installed in the computer or portable device system and software for opening (reading) files in *.PDF format;
- 4.7. **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 electronically, 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);
- 4.8. **Sales Agreement** – a sales agreement within the meaning of the Civil Code provisions, concerning the sale by the Seller to the Customer of products and services of the Kasprowy Wierch Resort in exchange for payment of a specified price. The Sales

Agreement is concluded between the Customer (Buyer) and the Seller using means of distance communication, upon acceptance of the order by the Seller pursuant to the rules set out in the Terms and Conditions;

- 4.9. **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 Internet 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;
- 4.10. **Consumer Rights Act** - The Act of 30 May 2014 on Consumer Rights (i.e. Journal of Laws of 2024 item 1796 as amended);
- 4.11. **Entitlements to Products and Services** – the relevant document entitling the Customer to individual products and services in the form of: Tourpasses, KW SKIpasses, Seasonal SKIpasses, Combination Tickets, Vouchers, which have been defined in the Terms and Conditions;
- 4.12. **Tourpass** – a document entitling the holder to travel on the Kasprowy Wierch cable car in one or both directions depending on the travel fare selected by the Consumer, together with confirmation of conclusion of the hand luggage carriage agreement. 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 (excluding a Tourpass purchased for a downward cable car ride),
 - a) seat reservation fees (guarantee of reservation of a seat in the cable car on a particular day and at a particular hour),
 - c) priority/booking fees (if applicable),
 - d) additional fees, such as for Extra Luggage (if applicable).

When purchasing a Tourpass, the Customer declares the cable car ride time, which cannot be changed. A Tourpass purchased for a return trip contains information on the time available to the Customer at the upper station between rides, by indicating in the Tourpass the specific time of the downward cable car ride;;

- 4.13 **Combination Ticket / Package** – a document entitling the holder to travel on two railways of the PKL S.A. Group or to travel on one selected railway of the PKL S.A.

Group together with the use of an additional service offered by PKL S.A. or an entity working with it;

- 4.14 **KW SKIpass** – an entitlement to multiple use of chairlift rides and a single cable car ride within the Kasprowy Wierch Resort. The price of the KW SKIpass consists of the following elements:

- b) personal ski ticket (with name and surname),
- c) entrance fees to the Tatra National Park,
- d) seat reservation fees (guarantee of reservation of a seat on the cable car on a particular day and at particular hour),
- e) priority/booking fees (if applicable),
- f) additional fees, such as for Extra Luggage (if applicable).

The KW SKIpass is personal. Personalisation takes place when the details of the person using the SKIpass are provided and when the person first passes through a gate with the reader and camera. A SKIpass may be time-limited, in accordance with the description of the selected SKIpass in the offer;

- 4.15 **Seasonal SKIpass** – a named document entitling the holder to multiple use of rides on railways and ski lifts in a given ski season in accordance with the assumptions of the given Seasonal SKIpass in the resorts of the PKL S.A. Group indicated in the relevant terms and conditions for the use of the given Seasonal SKIpass. Seasonal SKIpasses are divided into:

- a) one-day;
- b) multi-day;
- c) seasonal;

A Seasonal SKIpass may be used only by one person, who is identified by having a photograph taken when first passing through the gate with the reader and camera and, depending on the type of Seasonal SKIpass, also by providing their name and surname at the time of purchase. A Seasonal SKIpass does not include a seat reservation for travel by cable car to Kasprowy Wierch, which requires a separate purchase. A Seasonal SKIpass may not be used in particular by persons who use it professionally and for gainful purposes, e.g. ski coaches/instructors, owners and employees of ski schools. All rules for purchasing and using a Seasonal SKIpass and exclusions are contained in separate terms and conditions for selected Seasonal SKIpasses.

- 4.16 **Voucher** – an entitlement confirming participation in Package Travel or a service in the form of a Travel Product (Travel Service);

- 4.17 **Seat Reservation** – a guarantee of reservation of a seat in the Kasprowy Wierch cable car for a person holding a valid Tourpass, KW SKIpass, seat reservation for a Seasonal SKIpass or for a Tatra Guide, for the ride time selected by the Customer, which cannot be changed. Unused seat reservation means the Customer's absence from the railway platform at a given time on the day of travel or during the period indicated on the seat reservation, Tourpass or KW SKIpass;
- 4.18 **PKLpass** – an electronic card on which entitlements to SKIpasses / KW SKIpasses / Seasonal SKIpasses / Tourpasses / Tickets / Bike Passes / sports cards purchased by the Customer are recorded. The card enables the use of resorts belonging to the PKL S.A. Group, with the proviso that it entitles the holder to use only one PKL S.A. resort on a given day (whereas it is possible to use another resort on the following day), except for a Bike Pass and Seasonal SKIpass, which the Customer may use in selected Resorts available as part of the offer without limits during one day; the **PKLpass** is available in the form of:
- a) a non-returnable card,
 - b) a returnable card.
- 4.19 **Deposit** – a fee charged when issuing the returnable card indicated in point 4.18 letter b), in the amount of PLN 10.00 (in words: ten zloty ^{00/100}), refunded to the Customer after the card is returned within the specified deadline;
- 4.20 **Hand Luggage** – items which the Customer may carry in the price of the Ticket, Combination Ticket / SKIpass / KW SKIpass / Seasonal SKIpass / Tourpass, provided that:
- a) the total length, width and height of the luggage do not exceed 130 cm (does not apply to ski equipment; includes one snowboard or one pair of skis with poles,),
 - b) luggage weight does not exceed 10 kg (does not apply to the ski equipment),
 - c) a baby stroller does not weigh more than 20 kg;
- 4.21 **Extra Luggage** – any items not classified as Hand Luggage or exceeding the parameters given in point 4.20, subject to an additional fee. PKL S.A. has the right to refuse to carry Extra Luggage if, due to its weight or dimensions, it could impede the operation of the cable car or chairlift or pose a threat to the safety of the Customer or other persons staying within the area of the given resort. The transport of bicycles and animals by the Kasprowy Wierch Cable Car is prohibited due to the rules for staying in the area of the Tatra National Park;

- 4.22 **Price List** – a document indicating the current prices for individual products and services of PKL S.A. sold remotely, including in particular Tourpasses / Combination Tickets / KW SKIpasses / Seasonal SKIpasses. Prices are given in Polish zloty (PLN) and include VAT at the rate applicable on the date of purchase of the given PKL S.A. service. The current Price List is available at the Resort ticket offices, Customer Service Office premises, ticket machines (self-service ticket vending machines), or at www.pkl.pl. Prices may vary depending on the time for which the service is purchased and the sales channel – ticket office, Internet Store, self-service ticket offices – ticket machines, Customer Service Offices;
- 4.23 **PKL S.A. Group** – understood as PKL S.A. and the companies under its control, including, among others: PKL Horeca Sp. z o.o., PKL Solina Sp. z o.o., Kolej Gondolowa Jaworzyna Krynicka S.A., which conduct operating activities at Tourist and Ski Resorts;
- 4.24 **PKL Employee / Service Employee** – a person performing activities aimed at maintaining the safety of device operation and checking compliance with the provisions of the terms and conditions;
- 4.25 **GTCI** – General Terms and Conditions of Insurance; a document containing detailed rules on which the insurer provides cover, which the Customer is obliged to read and accept in the event of the purchase of:
- 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);
- 4.26 **PKL Tours** – an organisationally separate part of PKL S.A., within which the Company acts as the Organiser of Package Travel or offers Travel Products (Travel Services) adapted to the offer of a given Resort and the currently applicable season, divided into summer and winter;
- 4.27 **Package Travel** – at least two Travel Services covered by a uniform programme and a common price, offered to the Customer by PKL Tours via selected sales channels, in which PKL S.A. acts as the 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 a selected place and time. PKL S.A. publishes all information and details of the offer and the general terms and conditions of participation in Package Travel at www.sklep.pkl.pl;
- 4.28 **Travel Product (Travel Services)** – a service offered to the Customer by PKL Tours, at a specific place and time selected during the reservation, including transport,

accommodation for purposes other than residential purposes or another service provided to travellers, not forming part of the two preceding ones. PKL S.A. publishes all information and details of the offer together with the general terms and conditions of participation in the selected product at www.sklep.pkl.pl;

- 4.29 **Sales Invoice (FS)** – an accounting document confirming the sale of goods or services, issued each time for an order completed in the online sales system to the details provided by the Customer-entrepreneur or other selected invoice details. Sales Invoices issued to entrepreneurs are delivered by PKL S.A. via the National e-Invoice System (KSeF). Sales Invoices to natural persons who do not conduct business activity are delivered in electronic form via the Account and/or to the Customer's e-mail address;
- 4.30 **Advance Invoice (FSL)** – an accounting document confirming receipt of an advance payment towards performance of a service or delivery of a service, issued to the Customer's details or to the invoice details provided while placing an order in the Internet Store, with the final Sales Invoice (FS) issued at the time of performance of the service or delivery of the goods or service. Sales Invoices issued to entrepreneurs are delivered by PKL S.A. via the National e-Invoice System (KSeF). Advance Invoices to natural persons who do not conduct business activity are delivered in electronic form via the Account and/or to the Customer's e-mail address;
- 4.31 **Return** – the Consumer's entitlement to withdraw from the Sales Agreement, which may be exercised in writing or electronically, including via a dedicated button in the Account or directly on the website www.sklep.pkl.pl. The Consumer's entitlement to Return may depend on the type of service provided to them or the product purchased.
- 4.32 **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;
- 4.33 **mTożsamość** – a functionality in the mObywatel application provided by the minister competent for informatisation, allowing the user's data to be presented on a mobile device, including at least: the user's photo, identity card number, identity card expiry date, authority issuing the identity card, PESEL number, first names and surname.

Information for Customers

5. Online reservation and sale of products and services take place via the Internet Store website.
6. Customers who use the Internet Store should comply with the law and the provisions of these Terms and Conditions and the Terms and Conditions for the use of the Kasprowy Wierch Tourist and Ski Resort. Customers may not use the Internet Store to provide anyone with content that is unlawful and/or infringes the personal rights of PKL S.A. or other Customers.
7. Customers of the Internet Store acknowledge that the safe operation of railways and lifts depends on the prevailing weather conditions and that, in the event of deterioration of these conditions, the operation of railways and lifts may be suspended without notice and until further notice. PKL S.A. informs that the current timetable of railways and lifts and data on the prevailing weather conditions are available at the Kasprowy Wierch Resort and on the website www.pkl.pl.
8. Notwithstanding the provisions of item 7 of this section of the Terms and Conditions, any person who engages in sport, recreation or tourism in organised ski areas belonging to PKL S.A. (on the premises of the given Resort) should follow the recommendations of the mountain rescue services and PKL Employees when an extraordinary threat to the safety of persons staying at the selected Resort is identified.
9. In the event that a state of epidemic threat or state of epidemic is declared by the competent province governor or the minister competent for health matters in consultation with the minister competent for public administration matters, Customers staying on the premises of the given resort and using its services shall comply with the sanitary and epidemiological rules arising from executive acts issued pursuant to the provisions of the Act of 5 December 2008 on preventing and combating infections and infectious diseases in humans (i.e. Journal of Laws of 2024, item 924, as amended). The Customer's failure to comply with the rules constitutes grounds for refusal to provide the service.
10. The time during which a company from the PKL Group provides services to the Customer depends on the type of product or service purchased by the Customer for the selected Resort, as well as on its validity period indicated in the current PKL S.A. Price List. The Customer is obliged to familiarise themselves with the opening hours of the Resort they wish to use before purchasing a product or service. If the Customer purchases a Ticket / Tourpass / SKIpass / KW SKIpass / Seasonal SKIpass / Bike Pass extending beyond the resort's opening hours, the remaining amount due for the unused product or unused service shall not be refunded.
11. Customers are prohibited from reselling Tourpasses, KW SKIpasses, Seasonal SKIpasses, Combination Tickets (Packages), Vouchers or from otherwise distributing or transferring

ownership or possession of these documents to third parties, where such documents enable the use of the infrastructure and attractions offered by the resorts of the PKL S.A. Group.

12. In the case of events / special events / organised events etc. organised at the Resorts of the PKL S.A. Group, PKL S.A. has the right to make special Tickets / Tourpasses / SKIpasses available for sale. The purchase of such an entitlement is the only document confirming participation in the given event. The purchase price of such a special Ticket / Tourpass / SKIpass is available in the Price List. Standard Tickets / Tourpasses / SKIpasses available in the regular offer of the given resort do not include participation in the event. The Customer shall purchase the relevant special entitlement in order to participate in the event.
13. PKL S.A. makes efforts to ensure that the Internet Store is accessible to all users, and therefore designs and develops it in accordance with the accessibility principles set out in the WCAG 2.1 standard, proportionately to its technical and organisational capabilities.
14. Customers should bear in mind that services are provided by PKL S.A. in mountain areas, which means that their architectural accessibility varies. Disabled persons who wish to use attractions available at PKL S.A. resorts should contact PKL S.A. in advance to make sure whether the infrastructure of the given resort is adapted to their skill level and degree of disability – the final decision regarding the purchase of individual products and services rests with the Customer.
15. In matters not regulated by the Terms and Conditions, with regard to the rights and obligations of Customers, the relevant provisions of the following terms and conditions shall apply, depending on the entitlement to the service or product purchased by the Customer:
 - a) **“Terms and Conditions for the use of the Kasprowy Wierch Tourist and Ski Resort by Consumers”;**
 - b) **Terms and conditions for selected Combination Tickets / Packages available at www.pkl.pl** during the availability period of the selected service;
 - c) **GTCI – General Terms and Conditions of Insurance** pertaining to cyclists and Travel Products (Services);
 - d) **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
 - e) **Terms and conditions for selected Seasonal SKIpasses available at www.pkl.pl** during the availability period of the selected service;
16. The Customer should appear at the bottom terminal of the Kasprowy Wierch cable car in order to allow verification of identity and applicable discounts at least 20 minutes before the time indicated on the Tourpass/KW SKIpass/seat reservation in the case of a Seasonal SKIpass. The

Customer shall independently present, together with the Tourpass/KW SKIpass/Seasonal SKIpass, an identity document for the purpose of verification of personal data by a person authorised to inspect by PKL S.A.

17. Before purchasing and using a KW SKIpass/Seasonal SKIpass, the Customer shall familiarise themselves with information on whether the chairlifts are open. If, despite the posted information about the closure of the chairlifts in Kocioł Goryczkowy and Kocioł Gąsienicowy, the Customer takes the cable car up to Kasprowy Wierch, the amount due shall be refunded to the Customer in accordance with the provisions of § 9 of the Terms and Conditions, after deducting the price of travel by the Kasprowy Wierch Cable Car, corresponding to the seat reservation price (PLN 45.00 – in words: forty-five zloty ⁰⁰/₁₀₀).
18. Customers are prohibited from reselling Tourpasses / KW SKIpasses / Seasonal SKIpasses / Combination Tickets and Vouchers.
19. 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 transported for official purposes by the police and TOPR rescuers and dogs assisting disabled persons within the meaning of Article 2(11) of the Act of 27 August 1997 on Vocational and Social Rehabilitation and Employment of Disabled Persons (i.e. Journal of Laws of 2025, item 913), which should be equipped with a harness, but do not have to wear a muzzle and do not have to be led on a leash.
20. PKL S.A. conducts online reservation of products and services via the Internet Store 7 days a week, 24 hours a day, except for necessary technical breaks or failures.
21. The Customer accepts that a VAT invoice (FS, FSL) will be issued and received after the purchase, containing the data provided during the purchase.

§ 2

Technical requirements for purchase

1. To use the Internet Store, including browsing the assortment of the Internet Store and placing orders for PKL S.A. products and services, the Minimum Technical Requirements are necessary.
2. The Seller shall not be liable for disruptions, including interruptions in the operation of the Store caused by force majeure, unlawful actions of third parties or other technical dysfunctions arising from reasons beyond PKL S.A.'s control.

3. Browsing the assortment of the Internet Store is free of charge and does not require creating an Account. The Customer may place orders for products and services available in the Internet Store either after creating an Account in accordance with the provisions of §3 of the Terms and Conditions or by providing the necessary personal data enabling performance of the Order without creating an Account.
4. PKL S.A. informs that the basic risks associated with using the Internet Store 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 Customer shall cooperate with the Seller to a reasonable extent in order to determine whether the non-compliance of Electronic Services with the Terms and Conditions results from the characteristics of the Customer's digital environment. In the event of non-compliance of Electronic Services with the Terms and Conditions, the Customer is entitled to legal remedies provided for in 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

Customer Account and purchase method

1. The Customer orders and purchases entitlement to a product or service in the Internet Store using an individual Account.
2. In order to create an Account, the Customer 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 Customer obtains access to their Account via the login (user ID) and password assigned by them.

4. The Customer may purchase an entitlement to a specific product or service after providing the data necessary to complete the purchase together with the data for issuing a Sales Invoice for the purchase, such as name and surname, address of residence or company details.
5. In addition, in order to purchase a Voucher for a Travel Product (Travel Service) or Package Travel, the Customer should familiarise themselves with the General Terms and Conditions of Insurance and the General Terms and Conditions of Participation.

§ 4

Rules for placing an order

1. In order to place an Order, you must:
 - a) Log in to the previously created Customer Account or use the option of placing an Order without registration;
 - b) Select the relevant date of performance of the product or service and the type of product or service constituting the subject of the Order;
 - c) In order to place an Order, the Customer is obliged to familiarise themselves with the notes regarding the product or service available in the online store when placing the order;
 - d) Select the method of receipt of the product or service;
 - e) If the option of placing an Order without registration has been selected, fill in the Order Form by entering the details of the Order recipient. enter the invoice details if they differ from the details of the Order recipient;
 - f) Click the “proceed to checkout” button;
 - g) Select one of the available payment methods and then, depending on the payment method, pay for the order within the specified deadline, subject to § 7 item 3.

§ 5

Fees for products and services of the Kasprowy Wierch Resort

1. PKL S.A. stipulates that in the event of significant interest in a given service, it may introduce a limitation on the number and type of products and services of the Kasprowy Wierch Resort that a given Customer may reserve and purchase for a specified date.
2. When the Customer incurs additional costs related to the purchase of products and services of the Kasprowy Wierch Resort – in addition to the prices given in the Internet Store – they must give separate and explicit consent.

3. PKL S.A. reserves that in the event that a state of epidemic threat or state of epidemic is introduced by the competent province governor or the minister competent for health matters in consultation with the minister competent for public administration matters, it may limit the number of available products and services of the Kasprowy Wierch Resort offered to Customers for reservation and purchase for a specified date, in order to ensure sanitary safety.
4. An element necessary to purchase products and services of the Kasprowy Wierch Resort is:
 - a) providing the name and surname of the Customer or the person for whom the purchase is made,
 - b) the telephone number of the Customer or the person for whom the purchase is made,
 - c) the e-mail address of the Customer and/or the persons for whom they make the purchase.
5. Data in the form of name and surname shall be placed on the entitlement to a product or service and shall constitute the basis for identity verification by an authorised person on behalf of PKL S.A. The e-mail address and mobile phone number apply only to Customers of legal age.
6. It is permissible to change the personal data indicated at the time of purchase, in accordance with § 8 items 15-17 of these Terms and Conditions.
7. Detailed provisions concerning Seasonal SKIpasses, Combination Tickets and Packages are regulated by separate Terms and Conditions.

Rules of Customer liability

8. PKL S.A. reserves the right to block a KW SKIpass / Seasonal SKIpass / Voucher / Ticket or Tourpass if the Customer uses it in a manner inconsistent with the provisions of the Terms and Conditions, in particular:
 - a) makes a personalised KW SKIpass / Seasonal SKIpass / Tourpass, Voucher or Combination Ticket / Package available to other persons;
 - b) uses a Tourpass / KW SKIpass / Seasonal SKIpass / Combination Ticket / Voucher at a discounted price when the Customer is not entitled to a discount (preferential rates).
9. PKL S.A. prohibits the Customer from using the organised tourist and ski area and the Resort area without a valid entitlement.
10. Service Employees verify, within the scope of their duties:
 - a) whether the Customer complies with the rules for using the acquired entitlement to a specific product or service;

b) the consistency of the Customer's personal data indicated on the Tourpass / KW SKIpass / Seasonal SKIpass with the personal data contained in the identity document.

11. In the event of finding that there is no appropriate document entitling the holder to use a product or service, a service employee of PKL S.A. or of a resort managed by a company from the PKL S.A. Group shall collect from the Customer the relevant amount due for the product or service and an additional fee or issue a demand for payment.
12. In the event of finding that there is no identity document (mTożsamość) enabling confirmation of the Customer's identity, or if the personal data contained on the Tourpass / KW SKIpass / Seasonal SKIpass differ from those in the identity document (mTożsamość) presented, the Service Employee shall refuse to provide the service until the correct identity document is presented.
13. In the event of finding that there is no valid document certifying the Customer's entitlement to use a product or service free of charge or at a discounted price, an employee of the Customer Service Office / ticket offices (cashier) shall collect the relevant amount due for transport and an additional fee payable at the Resort ticket office or at the Resort Customer Service Office.
14. The amount due for transport and additional fee collected from the Customer pursuant to item 13 shall be refunded if the Customer documents, no later than within 7 days from the date of performance of the product or service, the entitlement to free or discounted travel.
15. PKL S.A. is entitled to refuse to provide the service if the Customer does not present a document indicating entitlement to use a specific product or service at a discounted price and does not hold entitlement to use the discount.
16. If the Customer is late for the upward ride (unused seat reservation) and has purchased a Tourpass / Seat Reservation for a given date, they may pay extra and purchase a new Seat Reservation only for the nearest current and available ride in the amount of PLN 45.00 (forty-five zloty ⁰⁰/₁₀₀). The Customer may make such additional payment only at the ticket office located at the Kasprowy Wierch cable car station, provided that the current capacity of the cable car enables the Customer to purchase a Seat Reservation for an additional payment.
17. A PKL S.A. Service Employee may refuse entry to or order the departure from the Resort area of a person whose behaviour clearly indicates that they are intoxicated and/or under the influence of intoxicants, as well as a person who is causing a disturbance and using vulgar language or violating the provisions of the Terms and Conditions and failing to follow the instructions of PKL Service Employees. In such a case, the Customer shall not be entitled to a refund of the amount due 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, pedestrians are prohibited from moving across or along the route, going “against the flow” of the ski route on all types of skis (including ski touring skis) and using other equipment for sliding down (sledges, ski trikke, etc.). PKL S.A. may consent to the use of equipment used for sliding down or assisting descent (e.g. intended for disabled persons) after seeking the opinion of authorised representatives of the Tatra Volunteer Search and Rescue on the safety of using such equipment at the Kasprowy Wierch Resort for other users of the Resort, which opinion is binding on PKL S.A.
19. Ski tourers are permitted to move within the Kasprowy Wierch resort, but only on routes and trails specially designated and approved for their “uphill” movement by both PKL S.A. and the Tatra National Park, marked with pictograms or text markings.

Deposits

20. The PKLpass returnable card is the property of PKL S.A., and the Customer is its holder for the duration of using the service after paying a deposit. It amounts to PLN 10.00 (in words: ten zloty ^{00/100}) and the Customer pays it when purchasing selected products and services.
21. The deposit for the returnable card can be refunded only by returning the card in a Return Machine. When the devices are out of service or unavailable at the selected location, cards may be returned at the ticket offices of PKL S.A. Resorts or at the Customer Service Office (PKL S.A. informs that the list of Customer Service Offices and PKL S.A. Resorts, together with their addresses and opening hours for customers, is available at www.pkl.pl).
22. The basis for refunding the deposit is the return of a card that has no cracks, bends or other visible mechanical damage and compliance with the card return deadline – otherwise the Customer may not receive the deposit refund. The deadlines applicable to the return of cards by the Customer are as follows:
 - a) if a SKIpass was purchased – by 15 May each year in the season;
 - b) if a Bike Pass was purchased – by 31 October each year in which the pass was purchased.

In the case of the Jaworzyna Krynicka Resort, return is possible until 31 May each year in the season.

23. List of Return Machine locations:
 - a) Kasprowy Wierch - lower station, at ul. Kuźnice 14, 34-500 Zakopane;
 - b) Palenica - lower station, at ul. Główna 7, 34-460 Szczawnica;
 - c) Zar Mountain - lower station, at ul. Górską 21, 34-312 Międzybrodzie Żywieckie;

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

§ 6

Entitlements to purchase products and services at discounted prices

1. PKL S.A. offers selected groups of Customers the possibility to purchase products and services at a reduced price (discount).
2. Discounted Tourpasses may be purchased by:
 - a) children aged 5–15 (by birth year) – on the basis of a document confirming age;
 - b) young people aged 16–26 – 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 a significant degree of 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 (i.e. of 26 June 2025, Journal of Laws of 2025, item 913) (formerly group I disabled persons) – on the basis of a disabled person's ID card or a valid disability certificate and disabled children on the basis of a valid disability certificate;
 - f) blind persons moving with a guide or a guide dog for disabled persons on the basis of a valid disabled person's ID card or a valid disability certificate in which the cause of disability is indicated in the form of the designation (ICD-10 code) "04-0", "O", "o" or "h";
 - g) guardians of the aforementioned disabled persons from subpoints e) and f);
 - h) foreign disabled persons on the basis of the European Disability Card.
3. Discounted KW SKIpasses may be purchased by:
 - a) children aged 5–15 (by birth year) – on the basis of a document confirming 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 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 (i.e. of 26 June 2025, Journal of Laws of 2025, item 913) (formerly group I disabled persons) – on the basis of a disabled person’s ID card or a valid disability certificate;
 - d) blind persons moving with a guide or a guide dog for disabled persons on the basis of a valid disabled person’s ID card or a valid disability certificate in which the cause of disability is indicated in the form of the designation (ICD-10 code) “04-0”, “O”, “o” or “h”;
 - e) caregiver of the aforementioned disabled person from subpoints (c) and (d);
 - f) foreign disabled persons on the basis of the European Disability Card.
4. Free rides are available for children up to the age of 4 (by birth year) – on the basis of the guardian’s Tourpass / KW SKIpass – the guardian is required to present a document confirming the child’s age (does not apply to organised groups).
 5. Discounts on Seasonal SKIpasses are governed by separate Terms and Conditions.
 6. In the case of Travel Products / Package Travel, detailed rules for purchasing a discounted entitlement are contained in separate terms and conditions and conditions of participation available at www.pkl.pl and www.pkltours.pl.
 7. Discounts, concessions, promotions, discount codes etc. cannot be combined and apply only in the indicated sales channel – ticket office / Internet Store / self-service ticket office (ticket machines).

§ 7

Rules of payment and method of delivery 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 Customer of the Internet Store acknowledges that when they press the “CONFIRM PURCHASE” button located at www.sklep.pkl.pl/koszyk/summary.htm in the “**Cart**” tab, they will have to pay the price stated there together with the deposit for the returnable card (if applicable).
3. The Customer should pay for the order within the time specified in the system from the moment it was placed. Tourpasses and KW SKIpasses/Seasonal SKIpasses not paid by this deadline will return to the sales pool and the order will be canceled.

Receipt of entitlement to a product or service

4. The Customer may choose one of two methods of delivery of the purchased entitlement to a product or service:
 - a) by e-mail/SMS to the details provided when placing the order (only Customers holding an account will receive it by SMS) or
 - b) by topping up the PKLpass for registered users who have a PKLpass card assigned to their account (does not apply to Combination Tickets/Packages/Vouchers or Customers making a purchase without registration).
5. The Customer may choose one of two methods of delivery of the purchased KW SKIpass / Seasonal SKIpass or Bike Pass; the choice is made during purchase in the “STEP 2” tab:
 - a) by topping up the PKLpass for registered users who have a PKLpass card assigned to their account,
 - b) by personal collection from a SKIpass Machine on the basis of the code received by SMS and e-mail (in the event of a SKIpass Machine failure, the Customer should report to the Customer Service Office or Resort ticket office during the hours of availability for Customers).
6. 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) Mosorny Groń - Zawoja, 34-223 Zawoja (bottom terminal),
 - f) Jaworzyna Krynicka, ul. Czarny Potok 75, 33-380 Krynica Zdrój,
 - g) Palenica, ul. Główna 7, 34-460 Szczawnica (bottom terminal).

§ 8

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

1. Pursuant to Article 38(1)(12) of the Consumer Rights Act, the Customer shall not have the right to withdraw from an agreement concluded remotely or off the Seller's premises where the agreement concerns the provision of services in the field of accommodation, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the agreement specifies the day or period of service provision.

2. 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.
3. If the Consumer withdraws from the service (i.e. withdraws from the agreement) by 23:59 on the day preceding the scheduled date of performance of the ride, PKL S.A. shall refund 100% of the price of the purchased Tourpass or KW SKIpass.
4. If the Consumer withdraws from the service (i.e. withdraws from the agreement) on the day of the ride – no later than 2 hours before the ride time indicated on the Tourpass/Ticket/Combination Ticket/KW SKIpass, PKL S.A. shall refund 80% of the price. PKL S.A. shall not accept the withdrawal (i.e. the withdrawal shall be ineffective) if the Consumer submits it later than 2 hours before the ride.
5. If the Consumer withdraws from the purchased entitlement to a Travel Product or Package Travel (i.e. withdraws from the agreement), PKL S.A. shall refund the relevant part of the price in accordance with the rules for refunds of Travel Products and Package Travel contained in the General Terms and Conditions of Participation included in the agreement with the Consumer.
6. If the Customer wishes to withdraw from an agreement for a Combination Ticket / Package, the provisions of the terms and conditions for the given entitlement or the terms and conditions of the Resort to which the Combination Ticket / Package entitlement relates shall apply.
7. In order to effectively withdraw from the agreement for the purchase of a specific Entitlement to a Product or Service in the Internet Store, the Consumer must perform the actions described in item 10 below.
8. In the event of withdrawal from an agreement concluded via the Internet Store, the agreement shall be deemed not to have been concluded.
9. In the event of effective withdrawal from the agreement, PKL S.A. shall refund the sales price within 14 days from the date of withdrawal, to the bank account from which the Customer paid for the order when placing it.
10. The Return may be made by the Consumer:
 - a) in writing, by sending a withdrawal statement to the correspondence address of PKL S.A.,
 - b) electronically via the Account, where for the given product and/or service the Consumer uses the option: make a return/withdraw from the agreement,

c) electronically via the option made available in the footer of the sklep.pkl.pl website:
make a return/withdraw from the agreement, or in the e-mail containing post-purchase
information received by the Consumer after purchasing the product or service.

11. A Return made using the option specified in item 10 letter c) above may require the Consumer to provide the order number and e-mail address in order to identify the order to which the Return relates.
12. After the Consumer withdraws from the concluded Agreement, PKL S.A. shall immediately confirm receipt of the Return on a durable medium, to the e-mail address provided by the Consumer for performance of the order.
13. The refund of the price of purchased products and services shall be made by PKL S.A. without undue delay. Where the Return concerns products in the physical possession of the Consumer (this does not apply to Tickets in QR form (sent in pdf format) or collected PKLpass cards), PKL S.A. may withhold the refund of the product price until they are delivered by the Consumer to the registered office of PKL S.A.
14. Upon finalisation of the Return, the Consumer shall receive the relevant accounting document documenting the refund of funds.

Change of personal data on Tourpasses and KW SKIpasses

15. The Customer may change personal data within the purchased Tourpasses and KW SKIpasses.
16. A change of personal data (name and surname) on the entitlement is possible no later than 24 hours before the ride time indicated on it. Less than 24 hours before the ride, it is not possible to change personal data. In the case of KW SKIpasses, the condition for changing personal data is that the KW SKIpass has not been collected from the SKIpass Machine and has not been topped up onto the PKLpass card by the Customer.
17. In order to make a change, a message containing the following information: order number, personal data (name and surname) to be changed, must be sent by e-mail to: bok@pkl.pl. If the above data are not provided, the change will not be possible.
18. In the case of named multi-day / Seasonal KW SKIpasses, it is not possible to change personal data after activation of the card.

§ 9

Refund rules for unused Tourpasses / KW SKIpasses / Seasonal SKIpasses

1. A large number of persons using the Kasprowy Wierch Resort, as well as bad weather and ski conditions and partial restriction of the width of a ski route for reasons for which PKL S.A. is

not liable, shall not constitute grounds for PKL S.A. to refund the price of the entitlement to a specific product or service purchased by the Customer.

2. In the case of the purchase of a Tourpass / Tickets for an up-and-down ride, the Customer's deliberate failure to use the ride in one direction for reasons attributable to the Customer does not constitute grounds for a refund of part of the amount due for the unused ride.
3. In the case of Tourpasses, an unused Tourpass shall be refundable only where the Kasprowy Wierch cable car is not operating or its operation is suspended for more than one hour, when the cable car is not operating at the time shown on the Tourpass.
4. For refunds of Combination Tickets / Packages, in addition to the above, separate terms and conditions of the selected PKL S.A. Resort and terms and conditions of the selected Combination Tickets / Packages shall apply.
5. The rules for refunding KW SKIpasses in the event of closure of all ski lifts at the Kasprowy Wierch Resort are as follows:

a) four-hour KW SKIpasses:

- if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed within two hours from the moment the Customer starts using it, PKL S.A. shall refund 100% of the price, subject to §1 item 7 of these Terms and Conditions;
- if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed when the Customer has been using it for more than two hours from the moment they start using the KW SKIpass, 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 from the moment the Customer starts using it, PKL S.A. shall refund 100% of the price;
- if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed within four hours from the moment the Customer starts using it, PKL S.A. shall refund 50% of the price;
- if the Chairlifts in Kocioł Gąsienicowy and Kocioł Goryczkowy are closed after more than four hours from the moment the Customer starts using a one-day SKIpass, the Customer shall be refunded the difference between the price of the one-day SKIpass and the price of the 4-hour KW SKIpass.

6. The closure of one of the two chairlifts in Kocioł Goryczkowy and Kocioł Gąsienicowy does not constitute grounds for a refund.
7. In the case of Seasonal SKIpasses, only seat reservations for the Kasprowy Wierch cable car shall be refundable, solely where the cable car is not operating at the time shown on the seat reservation. 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.
8. The Customer has the right to a refund in accordance with items 3-7 of this section of the Terms and Conditions up to 30 days from the date on which the ride was to be performed.
9. 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.
10. PKL S.A. shall refund the funds for an unused Entitlement to a Product or Service in the situations described above in items 3-7 on the basis of a return / complaint submission in accordance with the procedure described in § 8 item 10.
11. In the case of the purchase of an entitlement to a product or service without registration, the Customer shall return the product after clicking the relevant link to the return form received in the e-mail confirming placement of the order. The further steps are the same as those described in item 20 of this section of the Terms and Conditions.
12. Returns are analysed taking into account the reason for the return given by the Customer. If PKL S.A. considers the refund unjustified, the Customer shall receive feedback with justification of the reasons for not accepting the refund.
13. If the return is justified, the Customer shall be sent an e-mail confirmation together with a corrective invoice and the refund procedure shall be initiated within the deadline specified in § 8 item 10.

§ 10

Complaints

1. The Customer has the right to lodge a complaint if, in their opinion, PKL S.A. failed to perform the service or performed it improperly. A complaint may be lodged within 2 months from the date of provision of the service to the Customer by PKL S.A. at the Kasprowy Wierch Resort.
2. A complaint may be lodged in one of the following three ways:
 - a) online via the Internet Store,
 - b) by e-mail to 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 contain the Customer's name and surname, their e-mail address, postal address, order number, Tourpass/PKLpass card number (carrier of the KW SKIpass and Seasonal SKIpass) and describe the reason for the complaint (in accordance with the statement).
4. A complaint concerning the operation of the electronic payment service must contain, in addition to the data indicated in item 3, the Customer's e-mail address.
5. Complaints shall be considered by PKL S.A. within 14 days from the date of their receipt. The Customer shall 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 Customer does not receive notification of the manner in which the complaint has been considered within 14 days from the date of its receipt, this means that it has been accepted.
7. In the case of the purchase of Combination Tickets / Packages, the complaint rules shall be specified by the terms and conditions of the given Combination Ticket / Package.
8. Consumers have the right to use out-of-court methods of considering complaints and pursuing claims; for this purpose, they may submit an application to the Trade Inspection Authority (www.uokik.gov.pl/wazne_adresy.php#faq595).

§ 11

Personal data of Customers

1. PKL S.A. ensures full respect for Customers' privacy and protection of their personal data.
2. The Controller of the personal data of persons using the Internet Store operated at <https://www.sklep.pkl.pl>, including Consumers, is Polskie Koleje Linowe S.A. with its registered office 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 Internet Store within the information clause available on the website of the Internet 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 be liable for the activity of mail server administrators who may block the sending of messages to the e-mail address provided by the Customer of the Internet Store, or for the fact that software installed on the Customer's computer deletes and blocks e-mail messages.
2. PKL S.A. shall not be liable for errors by the Customer in operating the Internet Store resulting from incorrect data being entered into the online sales system.
3. PKL S.A. shall not be liable for transactions made by unauthorised persons who have gained access to the Customer's Internet sales system account as a result of the Customer's failure to observe precautionary rules when using the login and password for the account.
4. PKL S.A. reserves the right to amend the Terms and Conditions in the event of changes to mandatory provisions of law or changes in the manner of providing services.
5. Any amendments to the Terms and Conditions shall enter into force on the date indicated by PKL S.A., no earlier than 14 days from the date on which they are made available in the Internet Store. A Customer who made a purchase (concluded an agreement for the provision of services with PKL S.A.) before the entry into force of these Terms and Conditions shall recognise their provisions as binding if they consent to this on the terms specified in item 5.
6. The agreement between PKL S.A. and the Customer who purchased the service before the date of entry into force of these Terms and Conditions shall be terminated within 14 days from that date, unless the Customer submits, within that period, a statement of consent to the continued provision of services on the basis of these Terms and Conditions. The agreement with the Customer shall also not be terminated if the Customer uses the purchased service after the date of entry into force of these Terms and Conditions.
7. During the term of the agreement, the Customer who is a Consumer has the right to demand:
 - a) confirmation of the contents of the agreement in writing,
 - b) a change of the means of distance 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.
8. The Terms and Conditions shall apply from 16 June 2026.