

TERMS AND CONDITIONS
of the Internet Reservation and Sale of Products and Services of Polskie Koleje Linowe
S.A.

Applies from 16 June 2026

§ 1.

General provisions and definitions

1. Polskie Koleje Linowe Spółka Akcyjna with its registered office in Zakopane (34-500), at ul. Bachledy 7D, entered by the District Court for Krakow – Śródmieście, 12th Commercial Division – KRS, in the Register of Entrepreneurs under KRS number 0000429345, with share capital of PLN 172,700,000.00, paid up in full, NIP 736-17-16-338, REGON 122633430 (hereinafter referred to as: “PKL S.A.” / “PKL” / “Seller”) conducts, on the basis of these Terms and Conditions, the sale of its own services and products, services and products of companies from the PKL S.A. Group and services combined with the offer of entities working with PKL S.A. on the basis of separate agreements.
2. Online reservation and sale of Entitlements to Products and Services are conducted in accordance with the rules set out in these terms and conditions, hereinafter referred to as the “**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, including a Consumer, concluding a Sales Agreement or using an Electronic Service in accordance with the Terms and Conditions, who has legal capacity to perform legal actions to the extent enabling the effective performance of a specific action within the Internet Store;
 - 4.2. **Consumer** – a natural person performing with an entrepreneur a legal action not directly related to their business or professional activity and a natural person concluding an agreement directly related to their business activity, where the content of this agreement indicates that it is not of a professional nature for that person, resulting in particular from the subject of the business activity carried out by them, made available pursuant to the provisions on the Central Register and Information on Economic Activity, hereinafter also referred to 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 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** – documents enabling the use of attractions offered at PKL S.A. resorts in the form of: **Tickets, SKIpasses, Bike Passes, Vouchers**, which have been defined in the Terms and Conditions;
- 4.12. **Ticket** – a document entitling the holder to travel by railway 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, or to use (enter) a selected tourist attraction in the selected resort;
- 4.13. **Combination Ticket / Package** – entitles 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. **SKIpass** – an entitlement to use the ski infrastructure, including in particular to multiple upward rides on railways, ski lifts and conveyor lifts, in accordance with the assigned entitlement to use specific devices (indicated in the description of the selected SKIpass) at the time selected by the Customer. A multi-day SKIpass is valid for a period of several consecutive days from the day for which it was purchased. A SKIpass may be time-limited, in accordance with the description of the selected SKIpass in the offer, and may also entitle the holder to use the indicated part of the Resort. Each SKIpass is personal and is assigned exclusively to one person. Personalisation takes place when the person first passes through a gate with the reader and camera;
- 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 the exclusions are set out in separate terms and conditions for the selected Seasonal SKIpasses.

- 4.16. **Bike Pass** – an entitlement to use rides on a funicular railway, chairlift or cable car depending on the type of service purchased in the resorts: Mosorny Groń, Góra Żar, Palenica and Butorowy Wierch. Bike Passes include personal accident insurance and cyclist's third-party liability insurance. No dedicated bike trails (downhill or trail type) have been designated within the Butorowy Wierch Resort, and therefore descent to the bottom terminal is possible only on public roads. Each Bike Pass is personal and is assigned exclusively to one person. 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 at the ticket office and online;
- b) a day card for cyclists:
 - which can be used in 4 centres: Góra Żar, Mosorny Groń, Palenica, Butorowy Wierch, whereby the card may be used within one day at the Góra Żar, Mosorny Groń and Butorowy Wierch resorts or only at the Palenica resort,

- refundable in accordance with § 9 item 14 of the Terms and Conditions,
- available for purchase at the ticket office and online;

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

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), 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;

Luggage carriage is possible if the separate terms and conditions of the selected Resort allow it.

4.21 **Extra Luggage** – any items not classified as Hand Luggage or exceeding the parameters given in point 4.20 (including a bicycle), 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 Carrier has the right to refuse to carry extra baggage;

Luggage carriage is possible if the terms and conditions of the selected Resort allow it.

- 4.22 **Price List** – a document indicating the current prices for individual products and services of PKL S.A. sold remotely, including in particular Tickets, SKIpasses, Seasonal SKIpasses, Bike Passes, Combination Tickets, Packages, Vouchers for Package Travel and Travel Products. Prices are given in Polish zloty (PLN) and include VAT at the rate applicable on the date of purchase of the given service, i.e. product and service of PKL S.A. The current Price List is available 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 the Internet Store, 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. 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. 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.

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, the provisions of these Terms and Conditions and the Terms and Conditions for the use of the relevant resort from the PKL S.A. Group which they wish to use by purchasing an entitlement to a service or product. 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 resort selected by the Customer and at 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 / 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 Tickets, SKIpasses, KW SKIpasses, Seasonal SKIpasses, Bike Passes, 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 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 the given event. The purchase price of such a special Ticket / SKIpass is available in the Price List. Standard Tickets / 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) **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) **GTCI** – General Terms and Conditions of Insurance pertaining to cyclists and Travel Products (Services);
- m) **Terms and conditions for selected Combination Tickets / Packages available at www.pkl.pl** during the availability period 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) **Terms and conditions for selected Seasonal SKIpasses available at www.pkl.pl** during the availability period of the selected service;

16. At the Palenica Resort in Szczawnica, as part of the cable car, conveyor lift or gravity slide transport service provided (depending on the Ticket variant selected by the Customer), a souvenir photograph of the Customer is taken automatically, including – depending on the situation – in the presence of other Customers using the cable car, conveyor lift or gravity slide. By using the described service, the Customer consents to the gratuitous dissemination of their image, recorded in the form of a souvenir photograph, through its temporary publication on a monitor located at the terminal station of the cable car, conveyor lift or gravity slide, in order for the Customer to view the souvenir photograph and be presented with an offer to purchase the photograph. The scope of the service is limited to taking a photograph of the Client. The Customer may purchase a printed photograph or purchase items offered by PKL S.A. personalised for the Customer using the photograph taken, as part of a separate service. The detailed scope and conditions of such additional services are set out in a separate price list. Failure to use such additional services does not constitute grounds for reducing the price of the Ticket or SKIpass.

17. As part of the ride on the gravity slide and conveyor lift at the Gubałówka Resort, PKL S.A. shall automatically provide the Customer with a service in the form of a souvenir photograph of the Customer, including – depending on the situation – in the presence of other Customers using the gravity slide / conveyor lift. By using the service, the Customer consents to the

gratuitous dissemination of their image, recorded in the form of a souvenir photograph, through its temporary publication on a monitor located at the terminal station of the gravity slide / conveyor lift, in order for the Customer to view the souvenir photograph and be presented with an offer to purchase the photograph. The scope of the service is limited to taking a photograph of the Client. The Customer may purchase a printed photograph or purchase items offered by PKL S.A. personalised for the Customer using the photograph taken, as part of a separate service. The detailed scope and conditions of such additional services are set out in a separate price list. Failure to use such additional services does not constitute grounds for reducing the Ticket price.

18. 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.
19. 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 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 on the Store website 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 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 Consumer 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 Bike Pass, the Customer should familiarise themselves with the General Terms and Conditions of Insurance and submit a statement that they have familiarised themselves with them.
6. 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

1. PKL S.A. reserves that in the event of significant interest in a given service or product, it may introduce a limitation on the number of offered products and services that a given Customer may reserve and purchase for a specified date.
2. When the Customer incurs additional costs related to the purchase of a product or service – 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 declared 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 offered to the Customer for reservation and purchase for a specified date or temporarily suspend their sale, in order to ensure sanitary safety.
4. Detailed provisions concerning Seasonal SKIpasses, Combination Tickets and Packages are regulated by separate Terms and Conditions.

Rules of Customer liability

4. PKL S.A. reserves the right to block a Ticket / SKIpass / Seasonal SKIpass / Bike Pass / Voucher, which will make it impossible to use, if the Customer uses it in a manner inconsistent with the provisions of the Terms and Conditions, in particular:
 - a) makes a personalised SKIpass, Seasonal SKIpass, Bike Pass, Voucher or Combination Ticket / Package available to other persons in any way;

- b) uses a service or product at a discounted price when they are not entitled to a discount (preferential rates).
- 5. PKL S.A. prohibits the Customer from using the organised tourist and ski area and the PKL Resort area without a valid entitlement.
- 6. 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, Bike Pass or Combination Ticket / Package with the personal data contained in the identity document.
- 7. 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 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.
- 8. 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.
- 9. 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) of the resort shall collect the relevant amount due for the service or product and an additional fee payable at the ticket office of the specific Resort or at the Customer Service Office.
- 10. The amount due for transport and additional fee collected from the Customer pursuant to item 9 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.
- 11. 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.
- 12. When using a Seasonal SKIpass in the resorts covered by the service, the Customer is obliged, at the request of PKL S.A. staff, to present their Seasonal SKIpass and enable its verification by presenting a document confirming the Customer's identity. Refusal to present the Seasonal

SKIpass together with a document confirming identity, or making it available to another person, may result in the blocking of the possibility of further use of the Seasonal SKIpass.

13. 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.

Deposits

14. 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) and the Customer pays it when purchasing selected products and services.
15. 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).
16. 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.

17. 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 Tickets may be purchased by:
 - a) children aged 4–15 (by birth year) – on the basis of a document confirming 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 guardians of school groups – the guide/tour leader accompanying min. 10 persons under their care (one for the entire group) and guardians of school groups – 1 guardian per 10 persons under their care;
 - 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) caregiver of an above-mentioned disabled person stated in points (e) and (f) above;
 - h) foreign disabled persons – on the basis of the European Disability Card.
3. Discounted 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 an above-mentioned disabled person stated in points (c) and (d) above;
 - 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 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).
 5. Family tickets are a dedicated offer for two adults and children up to the age of 15 using the service under their care. PKL S.A. reserves the right to demand an additional payment for the service in the event of family Tickets being used, in particular by organised groups (persons not using the ride as individual users of Travel Services).
 6. Discounts on Seasonal SKIpasses are governed by separate Terms and Conditions.
 7. No discounts are available for Bike Passes.
 8. In the case of Combination Tickets / Packages / 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.
 9. 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. Entitlements not paid for within this deadline return to the sales pool and the order is cancelled.

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 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. Górská 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 purchased Ticket, SKIpass or day card for cyclists (i.e. withdraws from the agreement) by 23:59 on the day preceding the scheduled date of performance of the service, PKL S.A. shall refund 100% of the price of the purchased entitlement.
4. 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.
5. 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.
6. Withdrawal from the agreement (withdrawal) shall be ineffective if the Consumer submits the wish to withdraw on the day of using the given entitlement.
7. In order to effectively withdraw from the agreement for the purchase of an entitlement to a specific product or service in the Internet Store, the Consumer must perform the actions described in item 11 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 case of a Seasonal SKIpass and a 10-ride Bike Pass, the right of withdrawal shall not apply.

10. 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.
11. 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.
12. A Return made using the option specified in item 11 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.
13. 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.
14. 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.
15. Upon finalisation of the Return, the Consumer shall receive the relevant accounting document documenting the refund of funds.

§ 9

Refund rules for unused entitlements to a specific product or service

1. A large number of persons using the given resort, bike trails and ski routes, 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 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 event of non-operation or suspension of operation of a cable car / funicular railway for more than one hour, PKL S.A. shall refund Customers the amounts due for the Ticket entitling them to travel that was unused for this reason. An exception is a Ticket purchased for travel on the Solina gondola lift; in the event of its non-operation or suspension of operation for more than one hour, PKL Solina shall organise replacement transport from the upper station “Jawor” to the bottom terminal “Plasza”. If the Customer does not use the replacement transport, PKL shall refund the Customer 50% of the price for travel by railway.
4. If the Customer does not use the viewing tower at the Solina Resort, PKL S.A. shall refund the Customer the entire purchase price amount, in accordance with the Price List for the given date of purchase for the selected attraction, only if the selected attraction is unavailable (closed) for reasons attributable to PKL Solina Sp. z o.o.
5. The Customer shall not have the right to a refund of the Ticket or part of the Ticket price if they do not make full use of the available time in the “Mysterious Solina” Theme Park or all available attractions in the Park which, due to weather conditions or other factors, may be unavailable for use at a given time. Information regarding the closure of selected attractions is available at the Park’s ticket offices.
6. Item 5 shall not apply where PKL Solina closes the area of the “Mysterious Solina” Theme Park due to exceptionally adverse weather conditions (including heavy rain, hail, thunderstorms or strong and gusty wind) and/or Customer safety. In the event of closure of the area of the “Mysterious Solina” Theme Park for more than one hour, PKL Solina shall refund the Customer the amount due for the entrance ticket unused for this reason.
7. The rules described in items 2 - 6 of this section of the Terms and Conditions shall apply to refunds in respect of Packages available in the Solina resort.
8. A Combination Ticket for travel on the Gubałówka funicular railway and the Butorowy Wierch cable car shall not be refundable. In the event of non-operation for more than one hour of one of the railways for which the Combination Ticket was purchased, the Customer may use the other railway covered by the Combination Ticket without paying any additional surcharges for the Ticket.
9. In the event of closure of the 360 Viewing Platform on the premises of the Jaworzyna Krynicka Resort in Krynica-Zdrój, in the interest of the safety of persons using the Platform, due to weather conditions, PKL shall refund Customers the amounts due for Tickets unused for this reason or refund part of the price for the unused service, solely with regard to the entitlement to enter the Platform.

10. 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.
11. Rules for the refund of SKIpasses (excluding SKIpasses entitling the holder to use the Jaworzyna Krynicka Resort) in the event of closure of all ski routes in the given Resort:
- a) if the operation of the lift/railway is suspended before half of the SKIpass validity period has elapsed, the Customer shall receive a refund of 100% of the SKIpass price;
 - b) if the operation of the lift/railway is suspended after half of the SKIpass validity period has been used, the Customer shall receive a refund of 50% of the SKIpass price.
12. A SKIpass entitling the holder to use the Jaworzyna Krynicka Resort shall be refundable only where the suspension of operation applies simultaneously to all railways and lifts of the Jaworzyna Krynicka Resort and lasts longer than 1 hour, in particular due to ensuring the safety of persons using the Resort in the event of adverse weather conditions or failures or defects. The amount of the refund for unused SKIpasses shall be proportional to the validity period of the SKIpass and the time from which the Customer could not use the entitlement – the moment of suspension of operation, in relation to the purchase price, according to the rules below:
- a) Hourly and 1-day SKIpasses – partial refund for the unused SKIpass calculated proportionally from the hour of suspension of operation and the time remaining to be used, in relation to the purchase price;
 - b) Multi-day SKIpasses – only the amount for the day on which operation was suspended shall be subject to partial refund, according to the proportion from the hour of suspension of operation to the time remaining to be used, in relation to the purchase price calculated per day.

Examples:

The Customer purchased a 4-hour SKIpass, first use of the SKIpass at: 11:15, closure of the Resort occurred at 12:30 and lasted until the end of the day, refund for the Customer: SKIpass validity period 240 minutes, the Customer used: 75 minutes, the Customer shall receive a refund for 165 minutes, proportionally to the purchase price of the SKIpass.

The Customer purchased a 5-day SKIpass, first use of the SKIpass at: 10:05, closure of the Resort occurred at 14:00 and lasted until the end of the day, last passage through the gates: 13:30; refund for the Customer: SKIpass validity period on the given day (Resort open during the hours: 9-21, 12 hours) 720 minutes, the Customer used: 300 minutes, in which case they shall receive a refund for 420 minutes, proportionally to the purchase price of the SKIpass, calculated per one day.

13. 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.
14. Rules for the refund of the Cycling Day Card for cyclists:
- a) if the operation of the funicular railway / chairlift is suspended before half of the validity period of the day card for cyclists has elapsed, the Customer shall receive a refund of 100%;
 - b) if the operation of the funicular railway / chairlift is suspended after half of the validity period of the day card for cyclists has been used, the Customer shall receive a refund of 50%.
15. The 10-ride version of the cycling cards are non-refundable.
16. The entitlement in the form of a Voucher to participate in Package Travel or a Travel Product (Travel Service) shall be refundable where PKL Tours cancels the given Package Travel or Travel Product (Travel Service) in the cases described in the General Terms and Conditions of Participation. In such a situation, the Customer 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 for the given product or Package Travel (Travel Service).
17. The Customer has the right to a refund in accordance with items 3 – 14 of this section of the Terms and Conditions up to 30 days from the date on which the given service or product was to be provided to the Customer.
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 refund of the amounts due referred to in the items of this section of the Terms and Conditions shall be made in the manner specified in § 8 item 11.
20. Refunds made pursuant to the provisions of this section are analysed taking into account the reason for the refund 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.
21. 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 11.

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.
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, Ticket / PKLpass card number and describe the reason for the complaint (in accordance with the statement).
4. A complaint concerning the operation of the electronic payment service should 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 electronically to the e-mail address provided.
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 Customers full respect for their privacy and protection of their personal data in accordance with personal data protection provisions.
2. The Controller of the personal data of persons using the Internet Store operated at <https://www.sklep.pkl.pl> 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 at: <https://www.sklep.pkl.pl/klauzula-informacyjna/preview,54.html> and in the content of Annex 1 to these Terms and Conditions.

§ 12

Final Provisions

1. PKL S.A. shall not be liable for mail server administrators blocking the sending of messages to the e-mail address provided by the Customer of the Internet sales system, or for software installed on the Customer's computer deleting and blocking e-mail messages.
2. PKL S.A. shall not be liable for errors by the Customer in operating the Internet Store, arising through the Customer's fault, in particular if they provide incorrect data necessary for using Electronic Services or for effective purchase of a given product or service offered by PKL S.A.
3. PKL S.A. shall not be liable for transactions made by unauthorised persons who have gained access to the Customer's account in the Internet Store as a result of the Customer's failure to observe precautionary rules by disclosing or enabling the aforementioned persons to familiarise themselves with the login and password for the Account assigned by the Customer.
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 indicated date, 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 6 of this section of the Terms and Conditions.
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:
 - confirmation of the contents of the agreement in writing,

- 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 enter into force on 16 June 2026.

Annex 1 to the Terms and Conditions

INFORMATION ON THE PROCESSING OF PERSONAL DATA of Customers using the Internet Store www.sklep.pkl.pl

1. We inform you that the controller of personal data of persons using the Internet Store (hereinafter: the **“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: the **“Controller”**).
2. In matters related to the processing of the Data, the Data Protection Officer can be contacted in the following ways:
 - a) by e-mail to: iodo@pkl.pl,
 - b) in writing to the Controller's registered office address (given above).
3. The Data will be processed to:
 - a) conclude and perform a sales agreement for the services of the Controller and its partners, including those belonging to the PKL S.A. Group, i.e. in particular Kolej Gondolowa Jaworzyna Krynicka S.A., PKL FOOD Sp. z o.o., PKL FOOD Sp. z o.o. sp. k., PKL Horeca Sp. z o.o., PKL Solina Sp. z o.o. (hereinafter: **“PKL Group”**) - including with regard to the conclusion and performance of the agreement, its settlement and processing of any complaints or refunds - and the basis for processing the Data for this purpose is the necessity to perform the agreement or to take action prior to its conclusion at your request or to fulfill legal obligations incumbent on the Controller, including in particular tax or accounting obligations;
 - b) carry out statistical, analytical or promotional activities of the Controller or PKL Group, including marketing and contact, responding to inquiries regarding services, products and providing other information concerning the Controller and PKL Group (e.g., presenting advertisements and offers - also customised to your preferences, including with the use of the information contained in cookies) - and the basis for their processing will be the necessity to realise the Controller's legitimate interest consisting in marketing the Controller's or PKL Group's products and services and making contact;
 - c) 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, pursue and defend against claims – and the basis for their processing will be the necessity to fulfil the purposes arising from the Controller's legitimate interest consisting in establishing, defending against and pursuing 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 are not subject to automated decision-making processes or profiling.

