

TERMS AND CONDITIONS

Use of the Gubałówka Tourist and Ski Resort by Consumers (version effective from 7 April 2023)

§ 1

Introductory provisions

1. The entity managing the organised tourist and ski area is Polskie Koleje Linowe Spółka Akcyjna, with its registered office in Zakopane at ul. Bachledy 7d, entered by the District Court for Kraków-Śródmieście, 12th Commercial Division of the National Court Register, in the Register of Entrepreneurs under KRS No. 0000429345, with a share capital of PLN 172,700,000, paid up in full, NIP 736-17-16-338, REGON 122633430, hereinafter referred to as “**PKL S.A.**”.
2. These Terms and Conditions, hereinafter referred to as the “**Terms and Conditions**”, set out the rules for the sale of services as well as the safety conditions for persons using them within the Gubałówka Resort.
3. For the purposes of these Terms and Conditions, PKL S.A. introduces the following glossary, assigning the following meanings to the terms below:
 - 3.1. **Act** – the Act of 18 August 2011 on safety and rescue in the mountains and in organised ski areas (Journal of Laws of 2022, item 1425);
 - 3.2. **FIS Rules** – a document prepared by the International Ski Federation (FIS – Fédération Internationale de Ski) setting out safety rules for skiing and snowboarding, constituting Appendix 1 to these Terms and Conditions;
 - 3.3. **Organised tourist and ski area** – generally accessible, appropriately snow-covered areas or areas with an appropriately prepared artificial surface, marked and secured, intended for skiing or snowboarding and located adjacent to cable transport facilities;
 - 3.4. **Gubałówka Resort** – ul. Na Gubałówkę 4, 34-500 Zakopane – the Resort includes the Gubałówka funicular railway, the Polana Gubałówka drag lift, the Górna Polana ski slope, an alpine coaster, a conveyor belt, summer and winter tubing slides, a ski park and the Butorowy Wierch chairlift; the Resort does not include PKL BIKE PARK cycling trails or ski-touring routes;
 - 3.5. **Funicular railway** – a cable transport facility hereinafter referred to as: “**UTL**” or “**KLT-Gubałówka**”, whose vehicles are moved by one or more ropes along a track which may be laid directly on the ground or on permanent structures;
 - 3.6. **Butorowy Wierch chairlift** – a circulating aerial cableway whose vehicles are two-person chairs and which allows bicycles to be transported;

- 3.7. **Ski slope** – areas intended exclusively for skiing and snowboarding, providing clear space for downhill travel in one direction, appropriate to the difficulty level of the ski slope and to the transport capacity of the cable and conveyor transport facilities intended for carrying persons and located alongside them;
- 3.8. **Ski park** – areas containing facilities intended for performing acrobatic manoeuvres on skis and snowboards, in particular jumps, half-pipes and rails;
- 3.9. **Training areas** – areas intended in particular for learning to ski or snowboard;
- 3.10. **Drag lift** – a cable transport facility intended for towing persons equipped with ski equipment, without loss of contact with the route, by means of towing devices;
- 3.11. **Alpine coaster** – a system of equipment consisting of a lift intended to tow vehicles, with or without persons, uphill by means of a rope along a special track without losing contact with that track, together with the infrastructure of the downhill track;
- 3.12. **Conveyor belt** – a continuously moving conveyor used to transport persons with ski or tourist equipment uphill by means of a moving belt or track;
- 3.13. **Tubing slide** – a recreational facility used for the free downhill travel of persons seated in tubes, moving along a downhill track intended for this purpose (artificial – synthetic matting; natural – snow);
- 3.14. **Overview map of the organised ski area** – a graphical representation of the route, difficulty, length and marking of ski slopes made available for use and the location where first aid is provided;
- 3.15. **Consumer** – a natural person with legal capacity and persons conducting sole proprietorships where the contents of the agreement indicate that their purchase is not of a professional nature for them, taking into account the profile of their business activity; hereinafter also referred to as: “**Passenger**”;
- 3.16. **Person skiing or snowboarding** – a natural person moving on snow on skis or a snowboard within an organised ski area, hereinafter referred to as: “**Consumer/Passenger**”;
- 3.17. **Ticket** – entitles its holder to a one-way or return journey on the funicular railway or to use the facilities listed in point 3.4 of this section;
- 3.18. **Combined ticket/package** – entitles its holder to travel on two PKL S.A. cableways, i.e. KLT Gubałówka and the Butorowy Wierch chairlift, or to travel on one selected cableway together with an additional service offered by PKL S.A. or an entity cooperating with it. Combined tickets may be available at the Gubałówka Resort as part of the permanent offer or during a selected period of a cooperation agreement or promotion. They will be available through PKL S.A. sales channels and at sales outlets

of cooperating entities. Detailed information on availability and sales rules is provided at www.pkl.pl, at the Resort and in separate terms and conditions for the selected combined ticket available at www.pkl.pl;

3.19. **SKIpass** – entitles its holder to one return journey on the Gubałówka funicular railway and to journeys on the ski lift, depending on the type of SKIpass purchased. Multi-day SKIpasses are valid for a number of consecutive days starting from the date of activation. Each SKIpass is a personalised pass. Personalisation takes place on the first passage through a gate fitted with a reader and camera;

3.20. **Personalised Seasonal SKIpass** – a personalised document entitling its holder to multiple journeys on cableways and ski lifts during a given ski season at the resorts specified in the Terms and Conditions for the use of the Seasonal SKIpass. Only one person is entitled to use a Seasonal SKIpass. Identification takes place by taking a photograph of the person entitled to the Seasonal SKIpass upon their first passage through a gate fitted with a reader and camera and by providing their full name at the time of purchase (the Seasonal SKIpass does not include a reserved place on the Kasprowy Wierch cable car); in particular, the Seasonal SKIpass may not be used by persons using it professionally and for gain, e.g. ski coaches/instructors or owners and employees of ski schools; all rules concerning the purchase and use of the Seasonal SKIpass and all exclusions are set out in the Terms and Conditions for the use of the Seasonal SKIpass;

3.21. **Bike Pass** – a document entitling its holder to journeys on a funicular railway or chairlift, depending on the type of service purchased, at the following resorts: Mosorny Groń, Góra Żar, Palenica and Butorowy Wierch. The passes include insurance for the cyclist. A person entitled to use a Bike Pass may use it at Butorowy Wierch – in this case it is not possible to use the PKL Bike Parks cycling trails. Descent to the lower station is possible only via public roads. Each Bike Pass is personal. Personalisation of the pass takes place when the Consumer's details are provided during the purchase of the pass. The following types of Bike Passes are available:

(a) 10-ride card for cyclists:

- use by the end of the bicycle season in the year of card purchase,
- the 10 rides can be used at 4 resorts: Góra Żar; Mosorny Groń, Palenica, Butorowy Wierch,
- available for purchase 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 (excluding day card for cyclists in the Palenica resort – available rides on the selected day, only in the Palenica resort),
- refundable in accordance with section 5 point 3 of these Terms and Conditions,
- available for purchase at the ticket office and online;

3.22. **PKLpass** – an electronic card on which entitlements to SKIpasses/SKIpasses KW/Seasonal SKIpasses/Tourpasses/Tickets/Bike Passes/sports cards purchased by the Consumer are stored. The card enables the use of Resorts belonging to the PKL S.A. Group, provided that an entitlement stored on the PKLpass entitles the holder to use only one PKL S.A. Resort on a given day, with the exception of the Bike Pass and Seasonal SKIpass, which the Consumer may use without limitation during one day at selected resorts available under the offer;

PKLpass is available in the following form:

- a) a non-returnable card,
- b) a returnable card;

3.23. **Deposit** – when the returnable card referred to in point 3.22(b) is issued, a refundable deposit of PLN 10 (in words: ten zlotys 00/100) is charged. The deposit shall not be refundable in case of loss or visible mechanical damage to the card;

3.24. **Accident** – a sudden event or illness resulting in impairment of a bodily function or deterioration in the health of a person staying in the mountains or in organised tourist and ski areas;

3.25. **Ski rescuer** – a person who has completed training in transporting persons requiring assistance in organised ski areas, organised by an entity authorised to perform mountain rescue services, and who meets the requirements laid down in the Act of 8 September 2006 on the State Emergency Medical Services (Journal of Laws of 2021, item 2053, as amended) for a system doctor, system nurse, paramedic undergoing continuing professional development or rescuer;

3.26. **Mountain rescuer** – a person who holds rescue or instructor qualifications in mountain rescue and has specialist knowledge of mountain rescue techniques and the topography of the area in which the relevant entity authorised to perform mountain rescue operates, and who meets the requirements laid down in the Act of 8 September 2006 on the State Emergency Medical Services (consolidated text: Journal of Laws of 2022, item 1720) for a system doctor, system nurse, paramedic undergoing continuing professional development or rescuer, employed by, serving in or being a member of that entity;

- 3.27. **Hand luggage** – an entitled Consumer may carry one type of luggage: a pushchair, snowboard or one pair of skis with poles, provided that:
- a) the length, width and height of the luggage does not exceed 130 cm in total; not applicable to ski equipment,
 - b) the luggage does not weigh more than 10 kg; not applicable to ski equipment,
 - c) the pushchair does not weigh more than 20 kg;
- 3.28. **Extra luggage** – a bicycle or any luggage which is not hand luggage or exceeds the parameters specified in point 3.27 is subject to an additional charge. The Carrier has the right to refuse to carry extra baggage;
- 3.29. **Price List** – a document specifying the current prices of individual Tickets/SKIpasses/Seasonal SKIpasses/extra luggage/Bike Passes, quoted in Polish zlotys (PLN) and inclusive of VAT at the rate applicable on the date of purchase of the relevant PKL S.A. service. The current Price List is available at the Resort, Customer Service Office, automatic ticket machines and at www.pkl.pl. Prices available through the various sales channels – ticket office, online shop, automatic ticket machines and Customer Service Office – may differ;
- 3.30. **GTCI** – General Terms and Conditions of Insurance, a document which a Consumer (cyclist) purchasing a Bike Pass, i.e. a day card for cyclists or a 10-ride card for cyclists, at the following PKL S.A. Resorts: Mosorny Groń, Góra Żar, Palenica, Butorowy Wierch, is required to read and accept by signing the Insured Person's Declaration;
- 3.31. **PKL S.A. staff member** – a person performing activities aimed at maintaining the safe operation of facilities and monitoring compliance with the provisions of the Terms and Conditions applicable at the Resort.

Information for Consumers

4. PKL S.A. informs Consumers that the opening hours of the Resort, the current operating timetable of the cableway, ski lift, alpine coaster and conveyor belt, and information on current weather conditions are available at the Resort and at www.pkl.pl.
5. PKL S.A. shall in particular be entitled to close the Resort if any of the following circumstances occur:
- a) where it is necessary to rectify defects or technical failures, as well as during the preparation of ski slopes or parts thereof by snow grooming machines, resulting in closure to skiing and snowboarding traffic;
 - b) where competitions, training sessions, courses, etc. are organised, PKL S.A. may temporarily close all or part of the Resort for their duration.

6. Conducting ski training, setting up slalom courses on a ski slope and designating training areas, placing advertisements or leaflets or conducting any other business activity within the Resort is permitted only after obtaining prior written consent from PKL S.A.
7. The period for which PKL S.A. provides services to the Consumer depends on the type of Ticket/SKIpass/Seasonal SKIpass/Bike Pass purchased and its validity period, as specified in the current PKL S.A. Price List.
8. As part of the service involving a journey on the Butorowy Wierch chairlift, a ride on the alpine coaster or use of the conveyor belt, PKL S.A. or a partner cooperating in the performance of the agreement for the sale of services will automatically provide the Consumer (also referred to as: the **“Buyer”** or **“Customer”**) with a service consisting of taking a souvenir photograph of the Customer, including – depending on the circumstances – in the company of other Customers using the facilities. By using the service, the Customer permits their image captured in the souvenir photograph to be disseminated free of charge by temporarily displaying it on a monitor located by the terminal station of the attraction, including for the purpose of allowing the Customer to view the souvenir photograph and presenting an offer to purchase the photograph. The scope of the service is limited to taking a photograph of the Client. As part of a separate service, the Customer may in particular purchase a printed photograph or items offered by PKL S.A. or a cooperating partner and personalised for the Customer using the photograph taken. The detailed scope and conditions of such additional services are set out in a separate price list. Refraining from the use of the above-mentioned additional services does not constitute grounds for a reduction in the ticket price.
9. The Consumer is required to check the opening hours of the drag lift before purchasing a SKIpass. If the Consumer purchases a multi-hour SKIpass extending beyond the opening hours of the drag lift, no refund will be provided for the unused portion of the SKIpass.
10. Consumers are prohibited from reselling Tickets/SKIpasses/Seasonal SKIpasses/Bike Passes.
11. Travel with a dog or other animal is permitted only on the Gubałówka funicular railway:
 - a) transporting a dog (animal) requires the purchase of an additional ticket;
 - b) each dog (animal) must be transported under supervision and appropriately secured so that it does not pose a threat to other passengers, must wear a muzzle and be kept on a lead, or must be placed in a suitable carrier for the duration of transport (which may take the form of a cage or container);
 - c) transport of a dog (animal) must take place under the constant supervision of the Passenger;

- d) the Consumer acknowledges that they bear full responsibility for any damage caused by the dog (animal);
 - e) the Consumer acknowledges that, by deciding to travel with an animal, they declare and confirm that the animal has all current and required vaccinations;
 - f) the dog (animal) must not disturb others or behave aggressively;
 - g) the transport of dangerous or venomous animals is prohibited;
 - h) transport of dogs (animals) is subject to the consent of fellow passengers, e.g. due to noise, odour, etc.;
 - i) assistance dogs for persons with disabilities within the meaning of Article 2 point 11 of the Act of 27 August 1997 on vocational and social rehabilitation and employment of persons with disabilities (consolidated text: Journal of Laws 2022, item 558) should wear a harness; however, they are not required to wear a muzzle or be kept on a lead.
12. If an epidemic threat or state of epidemic is introduced, Consumers staying at the Gubałówka Resort and using its services are required to comply with the sanitary and epidemiological rules specified by PKL S.A. In particular, the mouth and nose must be covered and gloves must be worn. PKL S.A. reserves the right to introduce further obligations or restrictions concerning the operation and use of the Gubałówka Resort by Consumers, connected with the need to comply with sanitary and epidemiological rules and to ensure the safety of Consumers using the Gubałówka Resort, depending on the current epidemiological situation. In particular, such measures may result from currently applicable legislation, administrative decisions imposed on PKL S.A. or other sources of law with which PKL S.A. is required to comply, as well as from other recommendations or on PKL S.A.'s own initiative. The Consumer will be informed of all measures applied by PKL S.A. before using the service. Failure by a Consumer to comply with the rules constitutes grounds for refusal to provide the service.

§ 2

Tickets, SKIpasses, Bike Passes and charges for their purchase

1. PKL S.A. reserves the right, in the event of significant demand for a particular service, to limit the number and types of Tickets/SKIpasses/Seasonal SKIpasses/Bike Passes which a particular Consumer may purchase for a specified date.
2. PKL S.A. reserves the right, where an epidemic threat or state of epidemic has been introduced, to limit the number of available Tickets/SKIpasses/Bike Passes offered to Consumers for reservation and purchase for a specified date in order to ensure sanitary safety.

3. Information on available Tickets, SKIpasses and Bike Passes may be obtained at the Resort ticket offices, Customer Service Offices, automatic ticket machines and at <http://www.pkl.pl>.
4. Tickets/SKIpasses/Bike Passes are sold at the Resort ticket offices, Customer Service Offices, through automatic ticket machines, online and through B2B partners on the basis of separate agreements.
5. In the event of a failure or technical interruption of PKL's online service reservation and sales system, Consumers shall not be entitled to compensation or reimbursement of the difference if the Consumer purchases the service at a higher price (in accordance with the Price List as defined in § 1 point 3.29 of the Terms and Conditions) through another sales channel (Resort ticket offices, automatic ticket machines).
6. PKL S.A. also sells tickets for organised groups of Consumers consisting of at least 10 persons on the basis of a written order form available at www.pkl.pl under the Price List tab for the selected Resort. PKL S.A. confirms the order, specifying the payment and ticket collection terms. Payment for services sold to organised groups of Consumers must be made no later than 5 (five) working days before the service reservation date specified in the written order.
7. PKL S.A. may conduct promotional campaigns concerning the reservation and sale of selected Tickets/SKIpasses/Bike Passes.
8. PKL S.A. informs Consumers that Bike Passes are available for purchase online and at the ticket offices of the Resorts: Mosorny Groń, Góra Żar, Palenica and Butorowy Wierch. The validity of passes purchased at ticket offices begins on the date of purchase. When purchasing a day card for cyclists online, the Consumer specifies the particular day on which the card will be active, while in the case of a 10-ride card for cyclists, the Consumer selects a specific activation date. Subsequent rides remain valid until the end of the cycling season at PKL S.A. Resorts.
9. PKL S.A. does not sell Tickets, SKIpasses, Bike Passes or other services to persons who are intoxicated or under the influence of intoxicating substances.
10. Issues related to the Seasonal SKIpass are regulated by separate Terms and Conditions.

Consumer liability rules

11. PKL S.A. reserves the right to block a SKIpass/Seasonal SKIpass/Ticket/Bike Pass where the Customer uses it contrary to these Terms and Conditions, in particular where the Customer:
 - a) makes their Ticket/SKIpass/Seasonal SKIpass/Bike Pass available to other persons;

- b) uses a discounted Ticket/SKIPass/Seasonal SKIPass where the Consumer is not entitled to the discount (preferential rates);
12. A PKL S.A. staff member may refuse entry to or order a person to leave the Resort where the person's behaviour clearly indicates that they are intoxicated or under the influence of an intoxicating substance, as well as where the person is behaving disruptively, using offensive language, breaching the Terms and Conditions or failing to follow the instructions of PKL staff. In such a case, the Consumer shall not be entitled to a refund of the amount paid for the purchased Ticket/SKIPass/Seasonal SKIPass/Bike Pass.
13. PKL S.A. prohibits Consumers from using the organised tourist and ski area without a valid Ticket/SKIPass/Seasonal SKIPass/Bike Pass.
14. Staff may check whether the Consumer is complying with the rules governing the use of SKIPasses/Seasonal SKIPasses/Tickets/Bike Passes.
15. If a Consumer is found not to have a Ticket/SKIPass/Seasonal SKIPass/Bike Pass, a PKL S.A. staff member will charge the Consumer the applicable fare for travel by cableway or lift and an additional fee, or issue a demand for payment.
16. If a Consumer is found not to have a valid document confirming their entitlement to free or discounted carriage by cableway (lift), a Customer Service Office/ticket office employee (cashier) will charge the applicable fare for payment at the Resort ticket office or Customer Service Office.
17. PKL S.A. shall be entitled to refuse to provide the service if the Consumer does not have a Ticket/SKIPass/Seasonal SKIPass/Bike Pass or is unable to demonstrate entitlement to a discount.

Deposit

18. The returnable PKLpass card is the property of PKL S.A., and the Consumer holds it for the duration of the service after paying a refundable deposit of PLN 10 (in words: ten zlotys 00/100), payable by the Consumer when purchasing a Ticket, SKIPass, Seasonal SKIPass or Bike Pass.
19. The deposit for a returnable card may be refunded only upon return of the card at PKL S.A. Resort ticket offices, a Customer Service Office (PKL S.A. informs Consumers that a list of Customer Service Offices and PKL S.A. Resorts, including their addresses and customer opening hours, is available at www.pkl.pl) or at a so-called return machine. The deposit will be refunded provided that the returned card has no cracks, bends or other visible mechanical damage and is returned within the applicable return period; otherwise, the Consumer will

not receive a refund of the deposit. The deadlines applicable to the return of cards by the Consumer are as follows:

- a) if a SKIpass is purchased - by May 15 each year during the season,
- b) if a Bike Pass was purchased – by 31 October of each year during the season.

Location of refund machines:

- Kasprowy Wierch – lower station, ul. Kuźnice 14, 34-500 Zakopane,
- Palenica – lower station, ul. Główna 7, 34-460 Szczawnica,
- Góra Żar – lower station, ul. Górską 21, 34-312 Międzybrodzie Żywieckie,
- Kasprowy Wierch – lower station, ul. Czarny Potok 75, 33-380 Krynica-Zdrój.

Invoice

- 20. A Consumer wishing to receive an invoice for a purchased Ticket/SKIpass/Bike Pass should notify a PKL S.A. staff member (cashier) before making the purchase.
- 21. PKL S.A. stipulates that an invoice may not be issued later than the 15th day of the month following the month in which the Consumer made the purchase. In such a case, the Consumer does not receive the original receipt, which is attached to the copy of the invoice retained by the seller. If the Consumer has received a fiscal receipt for an earlier sale at the Customer Service Office or a PKL S.A. Resort ticket office, or proof of purchase from an automatic ticket machine, they may apply for an invoice within 3 months of the date of purchase. However, the Consumer must first return the original receipt/payment confirmation from the automatic ticket machine.
- 22. PKL S.A. stipulates that an invoice may be issued to a Consumer who is a taxpayer for tax or value added tax purposes only if, before purchasing a PKL S.A. service confirmed by a fiscal receipt, the Consumer provides at the ticket office or Customer Service Office their NIP number by which the Consumer is identified for tax or value added tax purposes.
- 23. A fiscal receipt containing the purchaser's NIP number and issued for a gross amount of up to PLN 450 constitutes a simplified invoice and is the sole sales document for that transaction.

Payment methods

- 24. The Consumer may pay for Tickets/SKIpasses/Bike Passes and other products in cash or by payment card accepted by PKL S.A. at the Resort ticket offices and Customer Service Offices.

Priority service

25. The following persons are served without having to queue:

- a) PKL S.A. cableway and lift service staff;
- b) GOPR/TOPR rescuers on duty; medical and ski rescuers;
- c) officers of the police, border guards, military police, fire brigade, municipal police, performing official duties;
- d) persons with a severe 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 persons with disabilities (consolidated text: Journal of Laws 2022, item 558, as amended) (formerly disability group I) – on the basis of a disability card or a valid disability certificate, and children with disabilities on the basis of a valid disability certificate;
- e) carers of the above-mentioned persons with disabilities;
- f) foreign persons with disabilities on the basis of a European Disability Card.

§ 3

Entitlement to purchase discounted Tickets/SKIpasses/Bike Passes

1. Discounted Tickets may be obtained by:

- a) children aged 4-15 (by birth year) – on the basis of proof of age;
- b) youth aged 16-26 - 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 carers of school groups – min. 10 participants:
 - one guide/tour leader for the entire group of persons holding Tickets;
 - school-group carers – 1 carer per 10 participants holding Tickets;
- e) persons with a severe 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 persons with disabilities (consolidated text: Journal of Laws 2021, item 573, as amended) (formerly disability group I) – on the basis of a disability card or a valid disability certificate, and children with disabilities on the basis of a valid disability certificate;

- f) blind persons accompanied by a guide or an assistance dog for persons with disabilities, on the basis of a valid disability card or valid disability certificate stating the cause of disability using the designation (ICD-0 code) “04-0”, “O”, “o” or “h”;
 - g) caregiver of the aforementioned disabled person from subpoints (e) and (f);
 - h) foreign persons with disabilities on the basis of a European Disability Card.
2. SKIpasses with a discount on purchase can be obtained by:
- a) children aged 4-15 (by birth year) – on the basis of proof of age;
 - b) persons over 65 years of age (by birth year) – on the basis of a valid identity document with a picture;
 - c) persons with a severe 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 persons with disabilities (consolidated text: Journal of Laws 2021, item 573, as amended) (formerly disability group I) – on the basis of a disability card or a valid disability certificate, and children with disabilities on the basis of a valid disability certificate;
 - d) blind persons accompanied by a guide or an assistance dog for persons with disabilities, on the basis of a valid disability card or valid disability certificate stating the cause of disability using 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 persons with disabilities on the basis of a European Disability Card.
3. Children under 4 years of age (by year of birth) are entitled to travel free of charge on the basis of their carer's Ticket – the child's carer must present a document confirming the child's age (does not apply to organised groups).
4. Discounts are not available for the purchase of bike passes.
5. Discounts on Seasonal SKIpasses are governed by separate Terms and Conditions.

§ 4

Withdrawal from the agreement (cancellation at the Consumer's request)

1. The Consumer may cancel a purchase, i.e. withdraw from the agreement for the sale of a Ticket/SKIpass/day card for cyclists concluded with PKL S.A. when purchasing the service, subject to the rules described below.
2. If the Consumer cancels the service (i.e. withdraws from the agreement) by 23:59 on the day preceding the service date specified on the Ticket/SKIpass/day card for cyclists (subject, at Resort ticket offices and the Customer Service Office, to the opening hours of the relevant points), PKL S.A. will refund 100% of the price of the purchased Ticket/SKIpass/day card for cyclists.

3. To withdraw from a purchase agreement concluded at a ticket office/Customer Service Office/automatic ticket machine, the following procedure must be followed for the withdrawal to be effective:
 - a) report to the Resort ticket office/Customer Service Office during customer opening hours (PKL S.A. informs Consumers that a list of Customer Service Offices and PKL S.A. Resorts, together with their addresses and opening hours, is available at www.pkl.pl):
 - have the Tickets, SKIpasses or day cards for cyclists being returned together with the fiscal receipt, or the Tickets together with payment confirmation from the automatic ticket machine;
 - complete and sign a withdrawal report or corrective receipt for the purchased Tickets, SKIpasses or day card for cyclists;
 - a) via email:
 - by sending an email with a scan of the tickets and payment confirmation to the following email address: bok@pkl.pl.
4. Money will be refunded only on the basis of the Tickets/SKIpasses/day card for cyclists together with the relevant fiscal receipt or invoice.
5. The rules for withdrawing from the purchase of Tickets/SKIpasses/Seasonal SKIpasses/day cards for cyclists purchased online are set out in the Online Reservation and Sales Terms and Conditions available at www.pkl.pl.
6. When the Consumer withdraws from the agreement, PKL S.A. shall consider the agreement as null and void.
7. There is no right of withdrawal in the case of a Seasonal SKIpass or 10-ride card for cyclists.

§ 5

Refunds for Tickets, SKIpasses and day cards for cyclists

1. If the Gubałówka funicular railway or Butorowy Wierch chairlift is not operating or operation is suspended for more than one hour, PKL S.A. will refund Consumers the amounts paid for Tickets which could not be used as a result.
2. If the ski lift is not operating or operation is suspended for more than one hour, PKL S.A. will refund Consumers the amounts paid for SKIpasses which could not be used as a result:
 - a) if operation of the ski lift is suspended before half of the SKIpass validity period has elapsed, the Consumer will receive a 100% refund;
 - b) if operation of the ski lift is suspended after half of the SKIpass validity period has been used, the Consumer will receive a 50% refund.

3. Rules for the return of the Day Card for cyclists:
 - a) if operation of the Butorowy Wierch chairlift is suspended before half of the validity period of the day card for cyclists has elapsed, the Consumer will receive a 100% refund;
 - b) if operation of the Butorowy Wierch chairlift is suspended after half of the validity period of the day card for cyclists has been used, the Consumer will receive a 50% refund.
4. The 10-ride cards for cyclists are non-refundable.
5. A combined ticket for the Gubałówka funicular railway and Butorowy Wierch chairlift is not refundable. If one of the cableways for which a Combined Ticket was purchased does not operate for more than one hour, Consumers will be transported down by the other cableway for which the Consumer purchased a Ticket, without any additional Ticket charge.
6. In the case of a Combined Ticket consisting of a cableway journey purchased for a given day together with an additional service, if the cableway journey is not used solely in the situation described in paragraph 1, PKL S.A. will refund the portion of the amount due for the unused cableway journey in accordance with the agreement concluded between the cooperating entities and the terms and conditions of the relevant Combined Ticket.
7. A large number of persons using a given Resort, poor weather or skiing conditions, or a partial reduction in the width of a ski slope do not constitute grounds for a refund by PKL S.A.
8. The Consumer is entitled to a refund in accordance with paragraphs 1, 2 and 3 of this section of the Terms and Conditions within 30 days of the date on which the service was to be used.
9. The Consumer should provide PKL S.A. with the original receipt or invoice and, where applicable, the Ticket, SKIpass or day card for cyclists which they wish to return. This may be done in one of three ways:
 - a) in person at the ticket office of the relevant Resort or at the Customer Service Office;
 - b) by sending scans of those documents to reklamacje@pkl.pl;
 - c) by post to the address specified in § 1(1) of these Terms and Conditions.
10. The rules for refunding Tickets, SKIpasses and Bike Passes purchased in the online shop are set out in the Online Reservation and Sales Terms and Conditions available at www.pkl.pl.
11. If the refund is justified, a corrective invoice/receipt will be provided to the Consumer for signature/confirmation. When PKL S.A. receives the signed document, i.e. a receipt or a corrective invoice, the refund procedure will be initiated.
12. Final acceptance of the value of the services takes place upon receipt of the signed complaint/refund report, corrective receipt or corrective invoice (a scan of these documents is acceptable). For payments made in cash/by card, PKL S.A. refunds the money directly at the Resort ticket office or Customer Service Office immediately after the refund has been approved.

13. Seasonal SKIpasses are non-refundable.

§ 6

Complaints

1. The Consumer has the right to lodge a complaint if in his/her opinion PKL S.A. failed to provide the service or provided it in an improper manner. A complaint may be submitted up to 2 months from the date of service provided to the Consumer by PKL S.A. at the Resort.
2. You may file a complaint in one of the two following ways:
 - a) by email to reklamacje@pkl.pl,
 - b) in writing to the address given in § 1(1).
3. The Consumer should provide in the complaint their full name, email address or contact address, contact telephone number, Ticket or SKIpass or Bike Pass number, and describe the reason for the complaint in accordance with the declaration.
4. A complaint about the operation of the electronic payment service must include, in addition to the data indicated in item 3, the email address of the Consumer.
5. The rules for submitting complaints concerning a Ticket, SKIpass or Bike Pass purchased from the online shop are set out in the Online Reservation and Sales Terms and Conditions available at www.pkl.pl.
6. PKL S.A. shall consider complaints within 14 days of their receipt.
7. PKL S.A. will inform the Consumer of the manner in which the complaint has been considered in writing or by email, depending on the method used by the Consumer to submit the complaint as specified in paragraph 2 above.
8. If PKL S.A. does not notify the Consumer of the outcome of the complaint within 14 days of receipt, the complaint shall be deemed accepted.

§ 7

Consumers' personal data

1. PKL S.A. ensures a full respect of privacy and protection of personal data of Consumers.
2. The controller of the personal data of persons using the Gubałówka Resort, including Consumers, is Polskie Koleje Linowe S.A., with its registered office at ul. Bachledy 7D, 34-500 Zakopane, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register, under KRS No. 0000429345, with a share capital of PLN 172,700,000, paid up in full, NIP 736-17-16-338, REGON 122633430.

3. PKL S.A. provides detailed information on how the personal data of persons staying at and using the services of the Gubałówka Resort is processed in the privacy notices available at the locations where personal data is collected at the Gubałówka Resort.

§ 8

General rules for using the organised tourist and ski area

1. Use of the organised tourist and ski area is conditional upon familiarity with and compliance with these Terms and Conditions and the FIS Rules, and possession of a valid Ticket/SKIPass/Seasonal SKIPass/Bike Pass.
2. Consumers staying within the organised tourist and ski area are required to exercise due care to protect their own life and health and those of other persons, and in particular:
 - a) read and comply with the rules governing the use of the relevant area, facility or equipment;
 - b) read and acknowledge the rules set out in the terms and conditions governing the selected attraction and facilities within the Gubałówka Resort before using them;
 - c) comply with mandatory and prohibition signs displayed by PKL S.A.;
 - d) familiarise themselves with and adjust their activity plans to their abilities and the current weather conditions in the relevant area;
 - e) use equipment appropriate to the type of activity undertaken, in proper working order and in accordance with its intended purpose and rules of use;
 - f) immediately inform entities authorised to perform mountain rescue operations of an accident or missing person and of any other extraordinary events which may affect the safety of persons.
3. Sledges and other items used for sliding may not be taken onto organised ski areas, nor may bicycles, skibobs, Skki Trikke vehicles, cars or other motor vehicles be driven onto them. The prohibition referred to in the first sentence does not apply to entities authorised to perform mountain rescue operations (the Mountain Volunteer Search and Rescue Service and the Tatra Volunteer Search and Rescue Service), ski rescuers and services carrying out tasks relating to safety, public order and nature conservation, provided that the vehicles used simultaneously emit blue flashing lights and variable-tone audible warning signals.
4. Organised ski areas are intended solely for use by skiers and snowboarders. In these areas, it is forbidden to walk on foot, to go against the direction of the ski run on any type of ski (including ski touring).

5. Persons skiing and snowboarding are required to ski only on designated, prepared and open ski slopes and to comply with the rules for safe use of ski slopes in accordance with the FIS Rules of Conduct for Skiers and Snowboarders available at www.pkl.pl;
6. Additional obligations for snowboarders:
 - a) before every change of direction, particularly a “back side” turn, look in the intended direction of travel and observe the surroundings;
 - b) stop only at the edge of the route, do not sit or lie down on the route,
 - c) always place the unattached board with the binding on the snow,
 - d) snowboarders are advised to use equipment preventing loss of contact with the snowboard.
7. Persons present within an organised ski area are required to facilitate the passage of a vehicle referred to in paragraph 3 of this section, in particular by immediately giving way.
8. When a Consumer is within the organised tourist and ski area, they must follow the instructions of PKL staff, traffic controllers, ski rescuers and police officers on duty on the slope.
9. Skiing or snowboarding within the organised tourist and ski area while intoxicated or under the influence of intoxicating substances is prohibited under penalty of a fine in accordance with Article 45(1) of the Act. A staff member operating the organised tourist and ski area or another person authorised by PKL S.A. may refuse entry to or order a person to leave the organised tourist and ski area where the person's behaviour clearly indicates that they are intoxicated or under the influence of intoxicating substances, or where they are behaving disruptively or using offensive language.
10. A person under 16 years of age who is skiing or snowboarding is required to wear a protective helmet designed for that purpose while riding, under penalty of a fine in accordance with Article 45(2) of the Act. A member of staff operating an organised tourist and ski area has the right not to allow people who do not meet this condition to use the ski lifts and slopes.
11. Persons may not remain within the organised tourist and ski area while it is closed or while machinery is operating there. This may pose a serious risk to that person's safety. PKL S.A. shall not be liable for damage occurring during such time or for any other damage caused by the Consumer. The conduct of the Consumer described above constitutes a breach of these Terms and Conditions and the FIS Rules.
12. Use of cableways and lifts is on a first-come, first-served basis. PKL S.A. informs Consumers that only PKL S.A. cableways and lift staff, TOPR/GOPR rescuers on duty, ski rescuers, police officers, Border Guard officers, Military Police officers, fire brigade officers and municipal guards performing official duties may use the lifts without queuing.

13. PKL S.A. shall have the right to introduce a temporary prohibition on transporting Consumers with skiing/snowboarding equipment uphill if it considers the weather conditions prevailing at the Gubałówka Resort to be dangerous.
14. Dogs and other animals are not permitted in organised ski areas.

§ 9

Procedure in the event of an accident within an organised ski area

1. If a Consumer witnesses or is involved in an accident, they are required to inform a PKL S.A. staff member as soon as possible. If there is no one around, such a person is obliged to call the ski (mountain) rescue emergency phone – 985 or 601 100 300 or TOPR (Tatra Volunteer Rescue Service).
2. To enable verification of any claims made by Consumers arising in connection with the use of the organised ski area, PKL S.A. must be notified of the incident and an appropriate report must be drawn up by the Resort Manager or a person designated by them.
3. A Consumer present within an organised ski area should always give way to facilitate the passage of a mountain rescuer or ski rescuer carrying rescue equipment for transporting persons.

§ 10

Passenger regulations

Terms and Conditions for the use of the Gubałówka funicular railway

1. Persons using the funicular railway and persons present within the area in which it operates should exercise due care and act in a manner that does not endanger traffic safety or health and life.
2. Access to the platforms is permitted, with the consent of staff, only to persons waiting to travel and holding a valid Ticket entitling them to travel by railway.
3. Passengers may take their place in and leave the carriage only at the designated locations.
4. If the railway stops, remain calm and wait for operation to resume or for appropriate instructions from staff. The Evacuation Instructions are available for inspection from the Manager of the PKL S.A. organisational unit or the cableway mechanic.
5. In exceptional circumstances, it may be necessary to walk independently to the lower or upper railway station, as instructed by staff.
6. The railway is adapted for the carriage of wheelchair users. The number of persons travelling simultaneously in a carriage must comply with the Evacuation Instructions.

7. Prams and wheelchairs must be taken onto the platform and into the carriage via the designated access routes, as indicated by the pictograms.
8. Extra luggage is transported for an additional fee in accordance with the Price List.
9. Please note that difficult weather conditions may occur in the area of the upper funicular railway station (lower temperatures, snow, ice, strong winds, etc.), which may differ from those prevailing in the area of the lower station. Each person using the funicular railway should wear appropriate footwear and clothing.
10. Persons wearing inappropriate or overly scant clothing may be refused carriage.
11. During the winter season, please comply with the Skiers' Code and the terms and conditions governing the use of ski slopes and ski lifts.

The following are prohibited:

- Entering the railway area at locations not designated for this purpose.
- Approaching the marked edge of the platform before the carriage has entered and come to a stop.
- Remaining within the railway area, including inside carriages, while intoxicated or under the influence of intoxicating substances.
- Smoking cigarettes or e-cigarettes in the waiting room, on the platform or in the carriage.
- Touching or tampering with funicular railway equipment.
- Throwing away any objects during the ride.
- Displaying notices, advertisements or inscriptions without the permission of PKL S.A.
- Conducting business activities or providing other services on premises belonging to PKL S.A. without obtaining the Company's prior written consent.
- Reselling Tickets purchased for railway journeys for profit.
- Giving up a place in the queue to persons waiting to purchase a Ticket for a railway journey.
- Bringing dogs without a muzzle and lead or other animals unless they are appropriately secured against causing damage, e.g. placed in baskets, cages, etc.
- Bringing in and consuming food products which may soil the clothing of other passengers or contaminate the interior of the carriage.

If anything is unclear, staff will provide full information.

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility

area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

The facility is monitored with recording equipment.

Terms and Conditions for the use of the Butorowy Wierch chairlift

For your own safety, follow our instructions!

1. No more than 2 persons may occupy a chair.
2. Boarding and disembarking are permitted only at designated locations.
3. All loose or dangling parts of clothing (cords, ribbons, etc.) must be secured to prevent them from catching on parts of the chair.
4. Once the journey has started, close the safety bar immediately and carefully, paying attention to the adults and children being transported.
5. If the chairlift stops, remain calm and wait for operation to resume or for appropriate instructions from staff.

The Evacuation Instructions are available for inspection from the Manager of the PKL S.A. organisational unit or the cableway mechanic.

6. If the chairlift comes to a sudden halt, the chairs may swing.
7. Once the ride is over, immediately leave the exit area in the indicated direction. A Passenger who has not disembarked at the designated location must remain on the chair and await instructions from staff.
8. Extra luggage and hand luggage weighing up to 10 kg which makes boarding and disembarking difficult must be transported on a separate seat for an additional fee in accordance with the Price List.
9. Children up to 1.25 m tall must always travel seated independently on the chair directly next to an adult responsible for the child, who is capable of providing any assistance required and who has agreed to accompany the child. An adult may accompany only one child.
10. The adult referred to in point 9 of these Terms and Conditions (i.e. a person aged 18 or over) must clearly be capable of providing any assistance that may be required (e.g. lowering and raising the safety bar) and must not hold anything in their hands, with the possible exception of ski poles.
11. Children over 1.25 m tall are transported in the same manner as adults.
12. Persons with reduced mobility and persons unable to control their own actions independently may use the chairlift only when accompanied by a carer.
13. All transported items, especially sports equipment, electronic devices or luggage must be secured so that they do not cause harm to others or fall during the ride.

14. The chairlift is adapted to the transport of bicycles. Bicycles are transported in accordance with the Terms and Conditions for the carriage of bicycles on the Butorowy Wierch Chairlift during the summer season.

15. Please comply with the Terms and Conditions for the use of the chairlift.

The following are prohibited:

- Entering the platform or boarding the chair without staff permission.
- Boarding or disembarking anywhere other than at the designated locations.
- Moving between chairs.
- Travelling with the safety bar open.
- Leaning out or rocking on the chair, or changing to a different seated position.
- Carrying children on your lap.
- Children under 1.25 m tall travelling unaccompanied.
- Throwing away any objects during the ride.
- Smoking during the ride.
- Touching any cableway equipment, except the chair/carrier components.
- Carrying passengers with backpacks worn on their backs or with bags hanging around the neck or from the shoulder.
- Carrying dogs or other animals.
- Using the chairlift while under the influence of alcohol or other intoxicating substances.
- Using recording devices (smartphone, camera, etc.) while boarding, disembarking from the chair or during the ride, unless the device is permanently attached to clothing.

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

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

The facility is monitored with recording equipment.

Terms and Conditions for the carriage of bicycles on the Butorowy Wierch chairlift

For your own safety and the safety of others, follow the rules below:

1. The chairlift has been adapted to carry bicycles.
2. Transport of a bicycle is subject to a fee in accordance with the Price List displayed at the stations.

3. The maximum weight of the bicycle to be transported is 30 kg.
4. Before purchasing a Ticket, the Passenger may check the weight of the bicycle.
5. The transported bicycle should be clean.
6. A Passenger travelling with a bicycle declares that the bicycle is in proper working order and may be transported on a chair using one of the three attachment points referred to in point 7.
7. A bicycle may be carried using one of three possible mounting points:
 - a) at the junction of the top tube and seat tube;
 - b) at the junction of the top tube and head tube;
 - c) by the rim of the front wheel.
8. The Passenger accepts the bicycle mounting point indicated by staff.
9. If the bicycle does not have a top tube, it is carried by the rim.
10. The bicycle may be secured and removed only by a chairlift staff member on the lower or upper station platform.
11. The bicycle is transported on a separate chair. The Passenger occupies a chair in front of or behind the bicycle.
12. Before entering the platform, a Passenger travelling with a bicycle must secure all items attached to the bicycle (water bottles, panniers, racks, baskets).
13. Once the ride is over, the Passenger must immediately leave the exit area with the bicycle and proceed in the indicated direction.
14. All items being transported, including in particular sports equipment, electronic devices and luggage, must be secured so that they do not cause injury or damage to other persons or fall during the ride.
15. Please comply with the Terms and Conditions for the use of the chairlift.

The following are prohibited:

- Entering the platform or boarding the chair without staff permission.
- Securing the bicycle to the chair mounting bracket yourself.
- Riding a bicycle on the platform.
- Using recording devices such as a smartphone or camera while boarding or disembarking from the chair, unless the device is permanently attached to clothing.

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

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

PKL S.A. shall not be liable for personal injury or property damage arising in connection with carriage and resulting from the Passenger's failure to comply with the Terms and Conditions for the carriage of bicycles and the Terms and Conditions for the use of the chairlift.

The facility is monitored with recording equipment.

Terms and Conditions for the use of the alpine coaster

For your own safety, follow our instructions

Observe the signs placed along the coaster track and the cart lift

1. Passengers use the facilities voluntarily and at their own risk after reading the Terms and Conditions for the use of the alpine coaster.
2. The alpine coaster may be used only when staff are present.
3. Follow the instructions of staff.
4. The charge for a ride is specified in the Price List. Where two persons are permitted to ride in one cart, with a permitted combined load of 150 kg, the ride charge must be paid for each person.
5. Children up to 4 years of age ride free of charge under the supervision of an adult, i.e. a person aged 18 or over, who assumes full responsibility for the child throughout the entire period of use of the alpine coaster.
6. Children aged 4 to 8 may ride on the basis of a Ticket and under the supervision of an adult. The child sits at the front of the cart.
7. Children over 8 years of age may ride independently on the basis of a Ticket.
8. Each Passenger should be instructed on how to use the equipment and brake lever and on the obligation to brake while riding, particularly before the final zone of the alpine coaster.
9. The effectiveness of the brakes on each cart dispatched must be checked in the Passenger's presence. This requirement also applies to carts which the Passenger has already ridden several times.
10. No unauthorised persons may remain within the alpine coaster area. Passengers have access to a strictly designated area enclosed by a barrier on one side and the trough on the other.
11. All loose or dangling parts of clothing, e.g. cords, ribbons, etc., must be secured to prevent them from becoming entangled in the cart rollers.
12. Speed must be adjusted so as not to endanger yourself or other users of the alpine coaster, while maintaining a safe distance of approximately 15 m between moving carts.
13. A Passenger who runs into the cart ahead shall be liable for all consequences of the accident.
14. Brake before entering the gate marking the final zone of the alpine coaster so that the braking conveyor is entered at low speed.

15. If the handle becomes detached from the cart while travelling uphill on the lift, the Passenger is required to get out of the cart and walk to the upper station of the alpine coaster.
16. Staff do not store Passengers' luggage.

The following are prohibited:

1. Riding during rain or on a wet track.
2. Stopping on the coaster track.
3. Using the alpine coaster while under the influence of alcohol or intoxicating substances.
4. Dogs and other animals are not permitted in the alpine coaster area.
5. Riding with dogs or other animals.
6. Smoking, eating or drinking while riding.
7. Taking luggage into the cart where it may become entangled and cause a dangerous collision.
8. Encouraging one another to ride recklessly or carelessly, thereby endangering yourselves and others.
9. Multiple consecutive rides – the Passenger must get out at the designated location after each ride.
10. Using video recording devices such as a smartphone, video camera, still camera, etc. during the ride unless the device is permanently attached to clothing.

Failure to comply with the above rules may result in refusal of use of the facility.

These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions. If anything is unclear, staff will provide full information.

The facility is monitored with recording equipment.

Terms and Conditions for the use of the ski lift

For your own safety and the safety of others, follow the rules below:

1. The ski lift may be used only by persons:
 - a) who have appropriate equipment for using the ski lift, i.e. skis or a snowboard,
 - b) who have at least basic skiing or snowboarding skills.
2. Only one person may travel on each towing device.
3. The platform may be entered only with the consent of staff and at the designated location.
4. Skiers and snowboarders may engage with the towing device only on the lower station platform.

- a) When engaging with the towing device, the skier holds the poles in one hand, positions the skis parallel to the lift route and, while keeping their legs slightly apart, uses the other hand to grasp the lower part of the towing-device bar and then places the button between their legs.
 - b) The rules referred to in point (a) above apply accordingly to snowboarders, except that the rear foot must be released from the binding before the ride begins.
5. A skier/snowboarder may travel only along the designated route and track.
 6. If the ski lift stops during the ride, remain calm and wait for it to restart or follow staff instructions.
 7. If you fall on the uphill route, disengage from the towing device as quickly as possible and leave the route.
 8. Disengagement may take place only in the designated area (platform) of the upper station.
 9. When entering the upper station platform, release the towing device – remove the button from between your legs – and let it go forwards along the lift route.
 10. At the upper station, immediately leave the platform in the indicated direction.

The following are prohibited:

1. Starting a ski-lift ride anywhere other than at the lower station.
2. Snowboarders passing through the gate without releasing their rear foot from the binding.
3. Snowboarders starting a ride without releasing their rear foot from the binding.
4. More than one person riding on a single towing device.
5. Engaging with or disengaging from the towing device along the lift route.
6. Smoking while travelling on the ski lift.
7. Using the ski lift while intoxicated or under the influence of intoxicating substances.
8. Leaving the designated lift route or skiing in a slalom pattern.
9. Touching ski-lift components while travelling, except for the towing device.
10. Jerking, raising or lowering the rope towing the device.
11. Throwing the towing device sideways from the direction of travel when disengaging.
12. Using towing devices for purposes other than travelling on the ski lift.
13. Travelling while holding the towing-device bar in the hands or using ski poles.
14. Using the uphill route for walking downhill.
15. Unauthorised persons remaining within the marked area of the drive station or the fenced area of the return station.
16. Using recording devices such as a smartphone or camera during the ride unless the device is permanently attached to clothing.

Staff instructions must be followed at all times.

If anything is unclear, staff will provide full information.

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

The facility is monitored with recording equipment.

Terms and Conditions for the use of the GUBBING-Gubałówka summer tubing slide

1. Tickets are available from the ticket office by the conveyor belt
2. The Ticket price includes: travel uphill on the conveyor belt, rental of a tube and protective helmet for the duration of the ride, and travel down the track.
3. Users of the GUBBING-Gubałówka summer tubing slide are required to read and comply with the Terms and Conditions for the use of the conveyor belt.
4. A protective helmet and tube are issued by technical staff upon presentation of the purchased Ticket.
5. The tubing slide may be used only in the presence and with the assistance of staff.
6. Staff instructions must be followed at all times.
7. The tubing slide may be used by:
 - children over 8 years of age and over 120 cm tall under the supervision of a carer/adult,
 - children over 13 years of age independently,
 - persons weighing up to 80 kg and up to 2 m tall who have read or have been informed of these rules.
8. In unfavourable conditions, for safety reasons, individual rides by adults may be permitted by a staff member.
9. A protective helmet must be worn during the ride.
10. Only one person may ride in each tube.
11. A ride may begin only when there are no other persons or tubes on the route and after receiving a signal from a staff member.
12. The User must sit in the tube in a comfortable and safe position with their legs outside the tube.
13. During the ride, hold the side handles of the tube with both hands.
14. The User or the carer of a child using the attraction is responsible for the rented tube and protective helmet.
15. The tubing slide is not designed for use by persons with disabilities.

16. After completing the ride, the User should quickly leave the tubing slide and braking zone.
17. Persons using the tubing slide do so at their own risk. Carers/adults are responsible for children throughout the entire period of use of the tubing slide.
18. During the tube ride, all loose or dangling parts of clothing should be secured against being pulled underneath the tube.
19. The tubing slide is monitored by recording equipment.
20. Staff do not store the luggage of Users of the tubing track.
21. **In justified cases, staff have the right to refuse a ride.**

The following are prohibited:

1. Riding when staff are absent.
2. Using the tubing slide when it is closed.
3. Connecting tubes together, riding lying on the stomach, standing up or with two persons in one tube.
4. Riding without maintaining safe distances.
5. Riding without a helmet.
6. Use by:
 - children under 8 years of age,
 - pregnant women,
 - persons weighing more than 80 kg or taller than 2 m.
7. Riding while under the influence of alcohol or other intoxicating substances.
8. Riding on objects other than the designated tubes.
9. Walking on the track or walking uphill inside the track.
10. Smoking while travelling on the track or conveyor belt.
11. Riding with dogs or other animals.
12. Taking luggage which may become entangled and cause a dangerous collision.
13. Using video recording devices such as a smartphone, video camera, still camera, etc. during the ride unless the device is permanently attached to clothing.
14. Riding during rain or on a wet track.

If anything is unclear, staff will provide full information.

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

Terms and Conditions for the use of the winter tubing slide

SNOWGUBBING-Gubałówka – Lower Station

1. Tickets are available from the ticket office by the conveyor belt.
2. The Ticket price includes: travel uphill on the conveyor belt, rental of a tube and protective helmet for the duration of the ride, and travel down the track.
3. Users of the SNOWGUBBING-Gubałówka – Lower Station winter tubing slide are required to read and comply with the Terms and Conditions for the use of the conveyor belt.
4. A protective helmet and tube are issued by technical staff upon presentation of the purchased Ticket.
5. The tubing slide may be used only in the presence and with the assistance of staff.
6. Staff instructions must be followed at all times.
7. The tubing slide may be used by:
 - children over 8 years of age and over 120 cm tall under the supervision of a carer/adult,
 - children over 13 years of age independently,
 - persons weighing up to 80 kg and up to 2 m tall who have read or have been informed of these rules.
8. In unfavourable conditions, for safety reasons, individual rides by adults may be permitted by a staff member.
9. A protective helmet must be worn during the ride.
10. Only one person may ride in each tube.
11. A ride may begin only when there are no other persons or tubes on the route and after receiving a signal from a staff member.
12. The User must sit in the tube in a comfortable and safe position with their legs outside the tube.
13. During the ride, hold the side handles of the tube with both hands.
14. The User or the carer of a child using the attraction is responsible for the rented tube and protective helmet.
15. The tubing slide is not designed for use by persons with disabilities.
16. After completing the ride, the User should quickly leave the tubing slide and braking zone.
17. Users ride the tubing slide at their own risk. Carers/adults are responsible for children throughout the entire period of use.
18. During the tube ride, all loose or dangling parts of clothing should be secured against being pulled underneath the tube.
19. The tubing slide is monitored by recording equipment.

20. Staff do not store the luggage of Users of the tubing track.
21. In justified cases, staff have the right to refuse a ride.

The following are prohibited:

1. Riding when staff are absent.
2. Using the tubing slide when it is closed.
3. Connecting tubes together, riding lying on the stomach, standing up or with two persons in one tube.
4. Riding without maintaining safe distances.
5. Riding without a helmet.
6. Use by:
 - children under 8 years of age,
 - pregnant women,
 - persons weighing more than 80 kg or taller than 2 m.
7. Riding while under the influence of alcohol or other intoxicating substances.
8. Riding on objects other than the designated tubes.
9. Walking on the track or walking uphill inside the track.
10. Smoking while travelling on the track or conveyor belt.
11. Riding with dogs or other animals.
12. Taking luggage which may become entangled and cause a dangerous collision.
13. Using video recording devices such as a smartphone, video camera, still camera, etc. during the ride unless the device is permanently attached to clothing.
14. Riding in ski boots.

If anything is unclear, staff will provide full information.

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

Terms and Conditions for the use of the SNOWGUBBING-Gubałówka tubing track.

1. Tickets are available from the ticket office at the SNOWGUBBING Gubałówka tubing track.
2. The Ticket price includes: use of the track, rental of a tube and protective helmet for the duration of the ride, and travel down the track.
3. A protective helmet and tube are issued by technical staff upon presentation of the purchased Ticket.
4. The track may be used only in the presence and with the assistance of staff.

5. The tubing track may be used by:
- children over 8 years of age and over 120 cm tall under the supervision of a carer/adult,
 - children over 13 years of age independently,
 - persons up to 2 m tall who have read or have been informed of these rules.
6. A protective helmet must be worn during the ride.
7. Only one person may ride in each tube.
8. A ride may begin only when there are no other persons or tubes on the route and after receiving a signal from a staff member.
9. The User must sit in the tube in a comfortable and safe position with their legs outside the tube.
10. During the ride, hold the side handles of the tube with both hands.
11. No unauthorised persons may remain within the tubing-track area. Users have access to a clearly designated and enclosed area.
12. All loose or dangling parts of clothing, e.g. cords, ribbons, etc., must be secured before entering the tube.
13. The User or the carer of a child using the attraction is responsible for the rented tube and protective helmet.
14. Use of the tubing track is at the User's own risk. Carers are responsible for children.
15. After completing the ride, the User should quickly leave the track and braking zone and proceed with the issued tube to the starting point.
16. A User-Passenger who runs into the person ahead shall be liable for all consequences of the accident.
17. During the tube ride, all loose or dangling parts of clothing should be secured against being pulled underneath the tube.
18. The tubing track is monitored by recording equipment.
19. Staff do not store the luggage of Users of the tubing track.
20. **In justified cases, staff have the right to refuse a ride.**

The following are prohibited:

1. Riding when staff are absent.
2. Using the tubing track when it is closed.
3. Entering a tube without staff permission.
4. Boarding and leaving the tube anywhere other than at the designated START/FINISH locations.

5. Connecting tubes together, riding lying on the stomach, standing up or with two persons in one tube.
6. Riding without maintaining safe distances.
7. Riding in ski boots.
8. Riding without a helmet.
9. Use by:
 - children under 8 years of age,
 - pregnant women,
 - persons taller than 2 m.
10. Riding while under the influence of alcohol or other intoxicating substances.
11. Riding on objects other than the designated tubes.
12. Walking on the track or walking uphill inside the track.
13. Smoking while travelling on the downhill track.
14. Riding with dogs or other animals.
15. Encouraging one another to ride recklessly or carelessly, thereby endangering yourselves and others.
16. Using video recording devices such as a smartphone, video camera, still camera, etc. during the ride unless the device is permanently attached to clothing.
17. Taking luggage which may become entangled and cause a dangerous collision.

If anything is unclear, staff will provide full information.

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions.

Terms and Conditions for the use of the conveyor belt

For your own safety, follow our instructions.

1. The conveyor belt may be used only when staff are present.
2. Follow staff instructions.
3. The conveyor belt may be used by:
 - children over 8 years of age and over 120 cm tall under the supervision of a carer/adult,
 - children over 13 years of age independently,
 - persons weighing up to 80 kg and up to 2 m tall.

4. While travelling on the conveyor belt, maintain a safe distance between Passengers and remain stationary.
5. While travelling on the conveyor belt, tubes must be held in front of you along the direction of travel of the conveyor.
6. On reaching the upper station and the exit area, immediately leave the conveyor belt.
7. If the conveyor belt stops during the ride, remain calm and wait for it to restart or follow staff instructions.
8. While travelling on the conveyor belt, all loose or dangling parts of clothing should be secured against being pulled into the conveyor.
9. Ending the journey on the conveyor belt anywhere other than at the upper station.
10. The conveyor belt is monitored by recording equipment.

The following are prohibited:

1. Use by:
 - children under 8 years of age,
 - pregnant women,
 - persons weighing more than 80 kg or taller than 2 m.
2. Using the conveyor belt while intoxicated or under the influence of intoxicating substances.
3. Starting the journey anywhere other than at the lower station.
4. Ending the journey anywhere other than at the upper station.
5. Smoking while travelling on the conveyor belt.
6. Walking on the conveyor belt.

If anything is unclear, staff will provide full information.

Failure to comply with the above rules may result in refusal of use of the facility. These rules apply to the carriage of persons, luggage and other items and also to conduct within the facility area. They constitute an integral part of the sales agreement, and by purchasing a Ticket each Consumer-Passenger agrees to accept the above conditions. 37

§ 11

Final provisions

1. Before making a purchase, Consumers are required to read and accept the Terms and Conditions.
2. In matters concerning the Consumer's rights and obligations not covered by these Terms and Conditions, the relevant provisions of the PKL S.A. Price List shall apply.
3. These Terms and Conditions together with their appendices are available at the ticket offices, from the Manager of the Gubałówka Resort, at the Customer Service Office and at

www.pkl.pl; extracts from the terms and conditions governing the individual cableways, lifts and recreational facilities are also available in front of the ticket offices and entrance gates to the cableways, lifts and recreational facilities located at the relevant Resort.

4. PKL S.A. shall not be liable if a third party makes a payment with the Consumer's payment card and the Consumer provides the third party with information that breaches the security features of the card.
5. PKL S.A. reserves the right to amend these Terms and Conditions. Any amendments to these Terms and Conditions shall enter into force on the date specified by PKL S.A., no earlier than 14 days after the amended text of the Terms and Conditions has been made publicly available. In the case of Consumers who entered into an agreement for the provision of services by PKL S.A. before these Terms and Conditions entered into force, their provisions shall be binding on the Consumer provided that the Consumer gives their consent in accordance with paragraph 6 of this section of the Terms and Conditions.
6. An agreement between PKL S.A. and a Consumer who reserved and purchased a service before the date on which an amendment to these Terms and Conditions enters into force shall terminate 14 days after the amendment enters into force unless, within that period, the Consumer declares their consent to the continued provision of services on the basis of these Terms and Conditions. The agreement with the Consumer shall also not terminate if the Consumer uses the purchased service after the date on which the amended text of these Terms and Conditions enters into force.
7. During the term of the agreement, the Consumer shall have the right to request confirmation of its content in writing as well as has the right to request a change in the means of remote communication, unless the use of such means is not provided for in the agreement or it does not correspond to the nature of the service provided by PKL S.A.
8. These Terms and Conditions shall apply from 7 April 2023.