

Terms and Conditions for using the TATRY SUPER SKI Pass

Terms and Conditions for using the TATRY SUPER SKI Pass valid in the ski resorts belonging to the **TATRY SUPER SKI common pass system, i.e.:**

- 1) **Kotelnica Białczańska** (*Ośrodek Narciarski Kotelnica Białczańska sp. z o.o., company headquarters address: ul. Śródkowa 181 b, 34-405 Białka Tatrzańska, KRS: 0000067900*);
- 2) **Czarna Góra – Koziniec** (*“CZARNA GÓRA – KOZINIEC” sp. z o.o., company headquarters address: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680*);
- 3) **Hawrań – Jurgów** (*“Centrum Wypoczynku i Rekreacji “HAWRAŃ” sp. z o.o., company headquarters address: ul. Podokólne 1, 34-532 Jurgów, KRS: 000021509*);
- 4) **Czorsztyn – Ski** (*CZORSZTYN-SKI sp. z o.o., company headquarters address: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512*);
- 5) **Kaniówka** (*Stacja Narciarska Kaniówka Dziubas Władysław, Wodziak Stanisław sp. j., company headquarters address: ul. Kaniowska 19, 34-405 Białka Tatrzańska, KRS: 0000415848*);
- 6) **Bania** (*BANIA spółka z ograniczoną odpowiedzialnością sp. k., company headquarters address: ul. Śródkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410*);
- 7) **Polana Szymbarkowa** (*Dorado Sp. z o.o., company headquarters address: Polana Szymbarkowa 2, 34-500 Zakopane, KRS: 0000180393*);
- 8) **Harenda – Wyciągi** (*„Harenda – Wyciągi” sp. z o.o. company headquarters address: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080*);
- 9) **Witów – Ski** (*“WITÓW-SKI” sp. z o.o. company headquarters address: Witów 205c, 34-512 Witów, KRS: 0000253245*);
- 10) **Stacja Narciarska Suche** (*Stacja Narciarska SUCHE sp. z o.o., company headquarters address: Suche 103 b, 34-520 Poronin,, KRS: 0000302489*);
- 11) **Grapa Ski** (*“KOMPLEKS TURYSTYCZNO NARCIARSKI CZARNA GÓRA-GRAPA” sp. z o.o. company headquarters address: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144*);
- 12) **PKL - Palenica – Szczawnica** (*Polskie Koleje Linowe S.A. company headquarters address: Krupówki 48, 34-500 Zakopane, KRS: 0000429345*);
- 13) **PKL – Mosorny Groń – Zawoja** (*Polskie Koleje Linowe S.A. company headquarters address: Krupówki 48, 34-500 Zakopane, KRS: 0000429345*);
- 14) **Bachledowa Dolina (Slovakia)** (*IMMOBAU, s.r.o., company headquarters address: Kuzmányho 839/12, 811 06 Bratislava, Slovakia, DIC DPH SK 2021681618*),

jointly referred to in the Terms & Conditions: "**Ski Resorts**", and separately a "**Ski Resort**".

I. DEFINITIONS

1. **TATRY SUPER SKI Pass** - temporary right allowing during its validity for the use of an unlimited number of rides on cable cars and ski lifts in the Ski Resorts belonging to the TATRY SUPER SKI system (referred to in the Terms & Conditions as the “cableways and ski lifts”, respectively), which are available and open at the time of using these rights, on the terms set out herein. The condition for using the TATRY SUPER SKI Pass is to have a Pass with the Temporary Right recorded on it. The period of validity of the Temporary (hourly, daily) Right in a particular winter season determines the type of the Pass, whereupon it is clarified that:
 - a) **Hourly pass** - valid for the period of time specified on the Pass, counted from the Pass Personalization date, only on the day when it was done, although not longer than until the Ski Resort closes on that day;
 - b) **Daily pass** - valid for the number of consecutive days specified on the Pass, counted from the moment of Pass Activation, regardless of when it was done, although not longer than until the Ski Resort closes on the last day of the Pass,
2. **Pass** - a carrier of Temporary Rights resulting from the TATRY SUPER SKI Pass. The Pass is in the form of an RFID Skidata KeyCard or another SkiData transponder. It is reusable and allows saving and storing information about the Temporary Rights.
3. **Local Pass** - temporary right other than the TATRY SUPER SKI Pass, entitling to use the infrastructure of a given Ski Resort in accordance with its internal regulations.
4. **TATRY SUPER SKI Pass** - A pass with a Temporary Right recorded on it, resulting from the purchased TATRY SUPER SKI Pass, assigned to a specific user after its Personalization and allowing the use of the Temporary Right resulting from the TATRY SUPER SKI Pass.

5. **Temporary Right** - entry in the access control system, which, after its activation on the Pass, allows using services resulting from the TATRY SUPER SKI Pass.
6. **Pass Activation** - the act of making a Temporary Right entry on the Pass at the request of an authorized entity, with the simultaneous issuing of the TATRY SUPER SKI Pass so activated to an entitled party.
7. **Pass Personalization** - the act of assigning a specific TATRY SUPER SKI Pass to a specific user, which takes place when the TATRY SUPER SKI Pass is first used at the gate reader at the Ski Center's cableway or ski lift.

II. GENERAL PROVISIONS

1. All those entering the Ski Resort are required to read these Terms & Conditions and comply with the provisions herein.
2. The Terms and Conditions specify the rules for using the TATRY SUPER SKI Pass in the ski resorts belonging to the TATRY SUPER SKI system, i.e.: The condition for using the Pass is to have a Pass with the Temporary Right recorded on it.
3. Pursuant to the rules set out in the Terms & Conditions, the TATRY SUPER SKI Pass entitles you to use the available and open cableways and ski lifts during the opening hours of individual Ski Resorts. The opening times of individual cableways and ski lifts vary and may change during the season. The start and end dates of the winter season may vary for individual Ski Resorts, e.g. due to weather conditions. Information on the current opening hours of individual stations is found e.g. at www.tatrysuperski.pl.
4. Information on ski resorts currently available on a given day is found on the information board located in each of the Ski Resorts.
5. The authorized person decides when the Pass Activation will take place and bears the legal consequences associated with it. In the event of a change of the place of using the TATRY SUPER SKI Pass, the entitled person should first check the availability and opening hours of ski lifts and cableways of the Ski Resort they are going to, and it is recommended that such person also take into account the term of validity of the Temporary Right assigned to their Pass and the time it takes to get to the Ski Resort and prepare for entering the slope. Ski Resorts belonging to the TATRY SUPER SKI system reserve that the availability of individual ski routes or cableways and ski lifts located in the Ski Resorts may be temporarily excluded from use for customers in the event of organizing ski competitions, events or training for organized skiing groups (temporary access restriction) - in such case, participants of competitions or organized skiing groups will have priority in using cable transport equipment.
6. The Terms and Conditions apply to all types of TATRY SUPER SKI Passes.

III. CASH REGISTERS

1. The Passes available under the TATRY SUPER SKI offer can only be purchased at the ticket offices of the Ski Resorts, at authorized points of sale and at www.tatrysuperski.pl.
2. The passes which the Temporary Rights are recorded on resulting from the TATRY SUPER SKI Pass purchased, are the property of Ski Resorts.
3. A VAT invoice for the purchased Pass can only be obtained based on a proof of purchase in the given Ski Resort the voucher was purchased in, on the terms provided by law. The refundable deposit for the Pass is not documented with a VAT invoice.
4. The ticket offices of Ski Resorts located in Poland accept payments by credit cards or cash in the Polish currency. On the other hand, in Slovakia, payments are accepted by credit cards or cash in EURO.
5. In justified cases, to the extent provided by law and for the safety of persons using the Ski Resort's infrastructure, the seller may refuse to sell the Ski Pass and the Ski Resort to perform the service (e.g. if the buyer is under the influence of alcohol or other intoxicants).

IV. TATRY SUPER SKI PASS

1. The only person authorized to use the TATRY SUPER SKI Pass in the period of its validity is the person who made its Personalization.

2. Information on the validity period of the Pass is each time displayed on the reader display at the gate to the Ski Resort's cableway or ski lift. Information on the type of the Temporary Right is printed on the TATRY SUPER SKI Pass upon issuing it at the ticket office in the Ski Resorts.
3. In the case of purchasing a Pass including prices in and out of the high season, a mixed price is calculated automatically.
4. It is not possible to exchange, extend or postpone the term of validity of the Temporary Right resulting from the Pass after it has started.
5. Ski Resorts allow returning a purchased Pass, which the authorized person had not used - at the latest by the closing date of the last active Ski Resort operating within the TATRY SUPER SKI system, in winter season the Ski Pass was purchased in.
6. Each time a TATRY SUPER SKI Pass is issued, a refundable deposit of **PLN 10** is collected per Pass. In the event of mechanical damage to the Pass, the deposit is not refundable.
7. The resale of the TATRY SUPER SKI Passes is forbidden. In the event of non-compliance the details of the original holder of a personalized TATRY SUPER SKI Pass with the one using the Pass, the Temporary Rights on such a Pass will be blocked.

V. DISCOUNTS

1. According to the price list published at www.tatrysuperski.pl, the TATRY SUPER SKI discount pass is available to children under the age of 11 (Pass: Children up to 10 years old), youth over 11 and under 16 years of age (Pass: Junior 11 to 15 years) and seniors over 65 years of age (Pass: Senior from 65 years to 74 years and the Super Senior Pass from 75 years). The TATRY SUPER SKI Discount Passes are issued upon presenting a document confirming one's age and enabling identification of the entitled person
2. A child under 120 cm tall may only receive a free TATRY SUPER SKI Pass if an adult taking care of such a child buys a TATRY SUPER SKI Pass for themselves. It is explained that there is only one free pass per guardian (rule: one guardian - one child). In such case, the child receives a TATRY SUPER SKI Pass for the same period of validity as the Pass purchased by the adult overseeing them. The child's height is measured at the checkout, in a skiing costume and with a helmet (without skis or snowboard).
3. Seniors who are at least 75 years of age may purchase a TATRY SUPER SKI daily Pass for PLN 5 per each day covered by such a Pass, based on a document certifying their age and enabling the identification of the right-holder.
4. Groups of 20 people or more are entitled to a **10%** discount for the purchase of TATRY SUPER SKI Passes. When purchasing Passes with a discount for groups: one in 11 people receives a daily Pass for PLN 5 for each day covered by such a Pass, and the remaining persons receive a 10% discount on the price list.
5. The terms of periodic discounts and promotions are available at: www.tatrysuperski.pl, as well as each time at the ticket offices of the Ski Resorts. The use of the TATRY SUPER SKI Pass by an unauthorized person (e.g. by one who is not entitled to a discount) may result in blocking the right to use it. In order to clarify any doubts, it is made clear that the Local Card cannot be used to exercise the rights resulting from the TATRY SUPER SKI Card.

VI. USE OF SKIDATA GATES

1. The TATRY SUPER SKI Pass should be put in a pocket located on the left side of the outfit - in the left breast pocket or on the left hand.
2. Items that may interfere with reading the TATRY SUPER SKI Pass (e.g. mobile phones, car keys, payment and credit cards, etc.) should be placed on the right side of the outfit.
3. When using the gates, you must carry only one TATRY SUPER SKI Pass (**you cannot have any other passes of this type - as this may result in activating/personalizing rights from another such pass**). The Ski Resorts belonging to the TATRY SUPER SKI Pass system are not responsible for consequences resulting from non-compliance with the obligation described in the preceding sentence.
4. Keep a minimum distance of one meter in the gate antenna's range, so that the gate does not read the given permission twice, i.e. so that another person in the queue can use their Temporary Right without interference.
5. Confirmation of the right to go through the gate and read the pass is signaled by an appropriate message on the reader's display and a green light flashing on the gate's housing.
6. The red signaling light on the gate means that the gate cannot be passed.

7. After passing the gate, a temporary block of the TATRY SUPER SKI Pass will be triggered automatically, preventing the use of the same TATRY SUPER SKI Pass by others - to avoid a situation when an unauthorized person would use such a Pass.
8. The person using the Temporary Right is obliged to pay attention to audible signals and messages displayed on the gate reader screen, and to comply with the commands resulting from these signals and messages.

VII. COMPLAINTS AND RETURNS

1. Proof of purchase is required to submit a complaint.
2. Complaints related to the TATRY SUPER SKI Pass should be submitted to the Customer Support Center of a Ski Resort belonging to the TATRY SUPER SKI Pass system.
3. Complaints will be processed in accordance with the law. The Ski Resort shall respond to the complaint within 30 days of receipt at the latest.
4. In order to receive a refund in connection with an accident the Ski Resort is not responsible for, a copy of the TOPR/GOPR accident report or authorized Ski Rescue professional must be submitted.
5. If the complaint is justified in the light of legal provisions, the return of unused Temporary Rights is provided in a manner proportional to the validity period of the Pass. With the consent of a TATRY SUPER SKI Pass user, the refund amount may be converted into a temporary right corresponding to the period not used due to circumstances the Ski Resort is liable for, to be carried out in the current winter season only in said Ski Resort (Failure Pass).
6. Refunds for deposit can be obtained at any cash register and in the self-service machines upon returning the Pass, located in the Ski Resorts, as well as in authorized points of sale.
7. The Ski Resort is not liable for damages caused as a result of force majeure, forces of nature, weather conditions, the sole fault of the injured or a third party for which it is not liable, including faultless blackouts at this Ski Resort lasting continuously less than one hour, as well as any inconvenience that arises from this, and whose emergence was not dependent on the Ski Resort's operation or omission.
8. Furthermore, downtime in the operation of individual cableways or lifts may be a necessity to take measures to ensure their correct and safe use, or factors independent of the Ski Resort (e.g. weather conditions, in which using a certain type of device may be dangerous for users).

VIII. CONTROL AND PENALTIES FOR BREACH OF THE TERMS & CONDITIONS

1. The SKIDATA electronic system operating in Ski Resorts, used to collect fees and to check the TATRY SUPER SKI Pass allows verifying users holding the TATRY SUPER SKI Passes. While passing through the gates, photos of the user associated with the TATRY SUPER SKI Pass are registered, for the purpose of controlling rights only, to avoid the use of the TATRY SUPER SKI Pass by an unauthorized person, which is the legitimate interest of the Ski Resort. After the validity of the Pass, these photographs are removed within 31 days.
2. Attempting to use the Ski Resorts' cableways or lifts contrary to the Terms & Conditions without proper authorization, or in the case of using the TATRY SUPER SKI Pass by an unauthorized person - the possibility of further use of the TATRY SUPER SKI Pass will be blocked. The TATRY SUPER SKI Pass should be presented to verify the rights at every request of the staff or audit bodies. Refusal to comply results in blocking the possibility of further using the TATRY SUPER SKI Pass.
3. Those disrupting public order or violating the rules applicable at the Ski Resort or the generally accepted standards of behavior, will be asked to leave the Ski Resort, or apprehended by a security guard in accordance with applicable statutory provisions in order to immediately hand them over to the Police. To ensure security, security staff have the right to use means of direct coercion within the law, in cases specified in the statutory provisions.

IX. PERSONAL DATA

Pursuant to the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 ("GDPR"), data obtained in connection with the TATRY SUPER SKI Pass is processed by Ski Resorts described at the beginning of the Terms & Conditions, which are the co-controllers of said data. Personal data obtained in connection with the concluded contract and in the course of its implementation are processed on the basis of Article

6 par. 1 item "b", "c" and "f" of the GDPR, respectively, in order to: perform the contract and obligations stipulated by law (including handling complaints); ensure safety and protection of life and health (including reporting accidents to emergency services); control and verify rights - prevention of fraud (including reporting such incidents to the police or prosecutor's office). The data is kept for a period not longer than the period of limitation for claims. The data subject has the right to: require access their personal data; rectification, deletion or restriction of processing; object to the processing; transfer the data - unless the provisions of the GDPR limit these rights; and the right to lodge a complaint with a supervisory body (the President of the Office for Personal Data Protection). Providing personal data is voluntary, although, in the case of a complaint/request for reimbursement of unused rights, it is necessary to properly process the client's request and to verify their rights. Data co-controllers do not make decisions in an automated way in the sense of the GDPR. The data co-controllers have established a common point of contact that you can use as regards the issues of personal data protection related to the TATRY SUPER SKI temporary Pass at the following e-mail address: tatrysuperski@gmail.com

We reserve the right to change prices and these terms & regulations, with the proviso that the amendment to the Terms & Conditions (including price changes) shall only apply to new customers and does not apply to those who have already concluded a contract (purchased a Pass).

The Terms and Conditions are effective from November 15, 2018