

**Terms and Conditions of the online sales of the  
TATRYSKI pass**

General Commercial Terms and Conditions

TERMS AND CONDITIONS OF THE ONLINE SALE OF  
THE TATRYSKI ENTITLEMENTS

ARTICLE 1. DEFINITIONS

1. Seller – Ośrodek Narciarski Kotelnica Białczańska Sp. z o.o. (Kotelnica Białczańska Ski Resort), with its seat in Białka Tatrzańska, Środkowa 181b Street, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XII Commercial Division of the National Court Register, under the NCR number 0000067900, with a share capital of 5 516 000 PLN, National Business Registry Identification Number: 492034101, Tax Identification Number: 736-15-23-042
2. Online Sales System – an IT system allowing Customers to purchase entitlements to use the ski lifts belonging to the TATRYSKI common skipass system.
3. Customer – a person registered in the online sales system and using it to purchase the entitlement for themselves or for a third party.
4. Payer – a Customer making an online payment.
5. Data Carrier – an RFID Skidata KeyCard allowing for the recording and storage of information about the entitlement.
6. Entitlement – a record in the access control system and in the data carrier which enables the person to whom the entitlement is assigned to use the ski lifts belonging to the TATRYSKI common skipass system during the period of validity of the entitlement. The terms of use of the purchased entitlements are set out in the terms and conditions available at the website [www.tatryski.pl](http://www.tatryski.pl).
7. Online Ticket – a document confirming that the Customer has purchased the entitlement enabling the use of the ski lifts belonging to the TATRYSKI common skipass system, provided by the Seller by e-mail after the confirmation of payment.
8. Entitlement Pricelist – a list of prices for the individual entitlements. The pricelist is available in the online sales panel and at [www.tatryski.pl](http://www.tatryski.pl). The pricelist constitutes an integral part of these Terms and Conditions.
9. Entitlement Activation – the first entry through the gates of the ski resort or ice rink with the entitlement recorded on the data carrier.

ARTICLE 2. GENERAL PROVISIONS

1. This document sets out the terms and conditions regarding the use of the entitlements' online sales system by the Customers, the principles of the return of entitlements and the rules for handling complaints.
2. All the terms and conditions of the ski resorts belonging to the TATRYSKI common skipass system also form an integral part of these terms of conditions.
3. The sales agreement between the Customer and the Seller is concluded when the online payment is effected (after the payment confirmation is received from the bank) and the Seller sends the order confirmation to the Customer's e-mail address.
4. Payments for the entitlements booked through the online sales system can only be effected using the payment site to which the Payer will be redirected immediately after submitting the order. The Payer makes an online payment through the Dotpay S.A. site.
5. The conclusion of a sales agreement is confirmed by a message sent to the Customer's e-mail address, containing information that an order for the entitlements has been submitted.
6. Upon the purchase of the entitlement its holder agrees to the automated registration, recording and processing of their personal data for the purpose of verification carried out in order to prevent the use of the pass in a manner inconsistent with these Terms and Conditions, and for other purposes associated with customer service.

#### ARTICLE 3. PERSONAL DATA PROTECTION

1. The personal data are administered by the Seller.
2. Personal data will be processed by the rules laid down in the Act on the protection of personal data (Journal of Laws of 2002, No. 101, item 926, as amended)
3. The provision of personal data by the Customer is voluntary, but it is necessary to purchase the entitlement.
4. Persons providing their personal data have the right to obtain information and the right to inspect the processed data, the right to rectify the processed data, the right to demand the discontinuation of the processing of data, and the right to delete the data.

#### ARTICLE 4. PRINCIPLES OF THE PURCHASE OF ENTITLEMENTS

1. The entitlement may only be purchased by persons registered in the online sales system.
2. In order to purchase the appropriate entitlements the Customer has to log into the online sale system each time by entering:
  - a. login
  - b. password

3. The Customer defines their login and password during the registration in the TATRYSKI online sales system. The Customer also has to enter their name and surname, exact address with postal code and the e-mail address which is necessary to receive the confirmation of the carried out purchases of entitlements. During the registration process the Customer also has to accept these terms and conditions and consent to the processing of their personal data.

4. The Customer may withdraw from the entitlement purchase agreement within 14 days of its conclusion without providing reasons for withdrawal. The notice of withdrawal should be delivered by regular mail or by e-mail. The template of a notice of withdrawal is available at the website [http://tatryski.pl/data/sprzedaz/Formulaz\\_odstapienie\\_od\\_zakupu\\_uprawnien\\_TATRYSKI.pdf](http://tatryski.pl/data/sprzedaz/Formulaz_odstapienie_od_zakupu_uprawnien_TATRYSKI.pdf). In the case of withdrawal the price paid by the Customer will be refunded immediately and no later than within 14 days after the delivery of the notice of withdrawal. The refund method will be the same as the original payment method.

5. Online sale consists in the selection of the appropriate entitlements from the entitlement pricelist and adding them to the shopping cart.

6. Two types of online tickets are available:

a) Online Tickets valid for several hours – 2 hours, 4 hours, 6 hours, 4 hours after 16:00. The tickets are valid from the first entry through the gate on any freely selected date, BUT NO LONGER THAN UNTIL

b) Multi-day Online Tickets – 1 day, 2 days, 3 days, 4 days, 5 days, 6 days, 7 days, 14 days during the season and Online Tickets – 3 out of 5 days and 5 out of 7 days. The tickets are valid from the first entry through the gate for the number of days specified by the entitlement.

The price of an Online Ticket is the price applicable at the date of purchase. The Online Tickets may be used until the end of the 2017-2018 winter season. The Online Tickets are valid from the first entry through the gate for the period specified by the entitlement.

7. A Customer who already has their own data carrier may assign the ordered entitlement to their data carrier by providing the data carrier's serial number.

8. Activation of entitlements

a) Assignment of the entitlement to the Customer's own data carrier:

- Such entitlements may only be activated at the following ski resorts: Bania Ski & Fun, Czorsztyn-Ski, Grapa-Ski, Jurgów-Ski, Kaniówka, Kotelnica Białczańska, Koziniec-Ski and at the Białka Ice Rink. Following the activation of the entitlement at the above mentioned resorts, it will be also possible to use the entitlement at the PKL-Palenica and Ski-Bachledova ski stations.
- If a Customer purchases a new entitlement but still has a valid entitlement on their data carrier, the new entitlement will only be activated after the previous entitlement is fully used.

b) Entitlements purchased along with a data carrier may be activated in all the ski resorts and ice rinks belonging to the TATRYSKI common skipass system.

9. Entitlements purchased along with a data carrier may be collected at designated ticket offices in all the ski stations belonging to the TATRYSKI common skipass system.

10. A Customer who does not have their own data carrier may order a new data carrier. In such case the price of the entitlement will be increased by the price of the data carrier deposit in the amount of 10 PLN. The new data carrier may only be collected at the ticket office of each of the ski resorts belonging to the TATRYSKI common skipass system upon the presentation of the purchase confirmation sent by the Seller to the Customer's e-mail address.

11. In case there is any doubt regarding the credibility of the entitlement purchase confirmation or the person authorized to use it, the Seller's employee may request the person to present an identification card.

12. The online sales system only allows for the sale of entitlements specified in the online sales pricelist.

13. Entitlement valid for one or several days require personalization carried out during the purchase procedure.

14. An entitlement may only be used by the person to whom it was assigned.

15. The online sales system does not allow for the provision of discounts for group entitlement purchases, free entitlements for children up to 120 cm, or entitlements for persons aged 75+.

16. A single payment is made for all the entitlements recorded in the shopping cart. The Customer is not entitled to pay in installments or to pay separately for the individual entitlements.

17. All prices specified in the online sales system are gross prices inclusive of VAT calculated in accordance with the applicable regulations.

18. The Customer may receive a VAT invoice after presenting the entitlement purchase confirmation at the customer service office.

#### ARTICLE 5. FINAL PROVISIONS

1. The provisions of these Terms and Conditions shall be interpreted in accordance with Polish law and any disputes that may arise with regards to their application shall also be settled according to the Polish law.

2. In the event the online sales system operates incorrectly or in case of any problems with the entitlements, the Customer should report all irregularities to the SELLER. The Seller will consider any complaints within 14 days.

3. We reserve the right to change the prices and the provisions of these Terms and Conditions. Any changes in these Terms and Conditions (including changes in prices) will only apply to new Customers and will not be binding on Customers who have already concluded agreements.

Telephone +48 18 26 541 33 Ośrodek Narciarski Kotelnica Białczańska Sp. z o.o. (Kotelnica Białczańska Ski Resort)

Fax +48 18 26 547 06 Środkowa 181B Street

E-mail: [bok@bialkatatrzańska.pl](mailto:bok@bialkatatrzańska.pl) 34-405 Białka Tatrzańska, Poland