

REGULATIONS OF THE TATRY SUPER SKI PASS

I. DEFINITIONS

- 1) **Customer** – a person registered and using the online pass sales system to purchase a Pass, either for themselves or for a third party. With the proviso that, in accordance with Article 22(1) of the Civil Code, the Consumer is a natural person concluding with the entrepreneur (Seller) a transaction which is not directly related to its business or professional activities.
- 2) **Ski Centre** – an entity belonging to the **TATRY SUPER SKI** joint card scheme, i.e.:
 - (1) **Kotelnica Białczańska** (*Ośrodek Narciarski Kotelnica Białczańska sp. z o.o., registered office address: ul. Środkowa 181 b, 34-405 Białka Tatrzańska, KRS: 0000067900*);
 - (2) **Czarna Góra – Koziniec** (*„CZARNA GÓRA – KOZINIEC” sp. z o.o., registered office address: ul. Nadwodnia 170, 34-532 Czarna Góra, KRS: 0000239680*);
 - (3) **Hawrań – Jurgów** (*„Centrum Wypoczynku i Rekreacji „HAWRAŃ” sp. z o.o., registered office address: ul. Podokólne 1, 34-532 Jurgów, KRS: 000021509*);
 - (4) **Czorsztyn – Ski** (*CZORSZTYN-SKI sp. z o.o. registered office address: ul. Kamieniarska 30A, 34-440 Kluszkowce, KRS: 0000038512*);
 - (5) **Kaniówka** (*Stacja Narciarska Kaniówka sp. z o.o., registered office address: ul. Kaniowska 19E, 34-405 Białka Tatrzańska, KRS: 00001024735*);
 - (6) **Bania** (*BANIA spółka z ograniczoną odpowiedzialnością sp. k., registered office address: ul. Środkowa 181, 34-405 Białka Tatrzańska, KRS: 0000565410*);
 - (7) **Polana Szymoszkowa** (*Dorado Sp. z o.o. registered office address: Polana Szymoszkowa 2, 34-500 Zakopane, KRS: 0000180393*);
 - (8) **Harenda – Wyciągi** (*„Harenda – Wyciągi” sp. z o.o. registered office address: ul. Harenda 21A, 34-500 Zakopane, KRS: 0000214080*);
 - (9) **Witów – Ski** (*„WITÓW-SKI” sp. z o.o. registered office address: Witów 205c, 34-512 Witów, KRS: 0000253245*);
 - (10) **Stacja Narciarska Suche** (*Stacja Narciarska SUCHE sp. z o.o., registered office address: Suche 103 b, 34-520 Poronin,, KRS: 0000302489*);
 - (11) **Grapa Ski** (*„KOMPLEKS TURYSTYCZNO NARCIARSKI CZARNA GÓRA-GRAPA” sp. z o.o., registered office address: ul. Zagóra 200, Czarna Góra, 34-532 Jurgów, KRS: 0000216144*);
 - (12) **PKL – Palenica – Szczawnica** (*Polskie Koleje Linowe S.A. registered office address: Krupówki 48, 34-500 Zakopane, KRS: 0000429345*);
 - (13) **Bachledka Ski & Sun s.r.o.** (*registered office address: Bachledová dolina 702, 059 55 Ždiar, Slovakia, DIC DPH SK 2021681618*);
 - (14) **Rusiń-Ski** (*RUSIŃSKI – SKI sp. z o.o. registered office address Bukowina Tatrzańska ul. Wierch Rusiński 70 KRS: 0000231704*);
 - (15) **Meander Invest s.r.o.** (*registered office address: ul. M.R. Štefánika 1821, 026 01 Dolný Kubín, Slovakia IČO: 44820313*);
 - (16) **Długa Polana** (*Długa Polana sp. z o.o. registered office address ul. Oleksówki 6a 34 – 400 Nowy Targ, KRS: 0000480107*);
 - (17) **Strachan Ski Centrum, ZORLAND, s.r.o.** (*registered office address Ždiar 530,05955 Ždiar Slovakia, IČO:47 591 323, DIČ:202 409 7240*);
 - (18) **Horników Wierch** (*Wyciąg Narciarski "Horników Wierch" s.c. registered office address ul. Kaniówka 15, 34-405 Białka Tatrzańska NIP 736 10 25 930*);
- 3) **TATRY SUPER SKI Pass (Pass)** – a time-limited entitlement allowing, during its validity period, to use an unlimited number of chairlift and ski lift rides of the Ski Centres, which are available and open at the time of use of this entitlement, according to the rules specified in these Regulations. The

condition of using the TATRY SUPER SKI Pass is having a Card, on which the Term Entitlement will be recorded. The validity period of the Term Entitlement (hourly, daily) in a specific winter season is determined by the type of the Pass, whereby it is clarified that:

- a) **Hourly pass** – is valid for the period of time specified on the Pass, counted from the moment of Pass Personalization, only on the day when it occurred, but not longer than until the closure of the Ski Centre on that day;
 - b) **After 4:00 PM Pass** – a discounted hourly pass that entitles you to use the Ski Centre from 4:00 PM until the closure of each Ski Centre,
 - c) **Daily pass** – is valid for the number of (consecutive) days specified on the Pass, counted from the moment of Pass Activation, regardless of the time at which it occurred, but no longer than until the closing of the Ski Centre on the last day of validity of the Pass,
 - d) **Package pass** – a card with the recorded authorization for TATRY SUPER SKI and additionally the authorization to use the Baths listed in I. 16)
 - e) **14-day pass** – valid for any (not necessarily in a row) 14 days of the ski season, it expires after using the 14th day or after closing of the last Ski Centre in the ski season_
- 4) **Card** – a carrier of the Entitlement arising from the purchased TATRY SUPER SKI Pass. The card is in the form of the RFID Skidata KeyCard or other SkiData transponder with the Tatry Super Ski symbol, which indicates that this carrier is dedicated to the TATRY SUPER SKI Pass or Partners being the part of the TATRY SUPER SKI project (it is not possible to record Term Entitlements on other carriers resulting from the TATRY SUPER SKI Pass). The card is reusable and allows to save and store information about the Term Entitlement, resulting from the TATRY SUPER SKI Pass. A deposit is charged for the issue of the Card. The Card remains the property of the Seller.
 - 5) **TATRY SUPER SKI Pass** – a card with the Time-limited Eligibility resulting from the purchased TATRY SUPER SKI Pass, assigned to a particular user after its Personalisation and enabling the use of the Time-limited Eligibility resulting from the TATRY SUPER SKI Pass.
 - 6) **Time-limited Eligibility** – a record in the access control system, which enables, after its activation on the Pass, the use of services resulting from the purchased TATRY SUPER SKI Pass.
 - 7) **Card Activation** – an action of recording the Time-limited Entitlement on the Card during the period of its activation selected by the entitled person and issuing the TATRY SUPER SKI Card thus activated, subject to the provisions of clause III.7.
 - 8) **Card Personalisation** – an action of assigning a specific TATRY SUPER SKI Card to a specific user and commencement of the right to use the Card, which takes place at the moment of the first contact of the TATRY SUPER SKI Card with the gate reader of the chairlift or ski lift in the Ski Centre, subject to the provisions of clause III.7.
 - 9) **Card Charging** – the action of assigning the acquired Term Entitlements resulting from the purchased Pass to the Card designated by the Customer.
 - 10) **Passes Price List** – a list of prices of the Passes for particular groups of persons, each time available on the online sales panel and specified on the website www.tatrysuperski.pl.
 - 11) **Pre-sale** – an opportunity to purchase Time-Limited Entitlement online (for the periods specified in points 12–15 below) from 6 November 2023 until the day before the opening of the first of the Ski Centres.
 - 12) **Pre-Christmas Period** – a period from the start of the ski season (from the opening of the first Ski Centre) until 24 December 2023.
 - 13) **Christmas Period** – a period from 25 December 2023 to 7 January 2024.
 - 14) **High Season** – a period from 8 January 2024 to 10 March 2024.
 - 15) **Low Season** – a period from 11 March 2024 until the end of the winter season (closing of the last Ski Centre).
 - 16) **Term** - an entity managing thermal pools, belonging to the TATRY SUPER SKI common card system,

namely:

- a) BANIA Sp. z o.o. Sp. k. based in Białka Tatrzańska (KRS: 0000565410, NIP: 7361719638, REGON: 361149082)
- b) Termy Zakopiańskie (Polskie Tatry SA, address: ul. Jagiellońska 31, 34-500 Zakopane)
- c) Meander Invest s.r.o. based in Dolný Kubín, at ul. M.R. Stefanika 1821 NIP (ICO DPH) SK2022842404, REGON (ICO) 44 820 313"

II. GENERAL PROVISIONS

- 1) All persons entering the Ski Centre are obliged to acquaint themselves with these Regulations and observe their provisions.
- 2) The Regulations define the rules of using the TATRY SUPER SKI Pass at the Ski Centres. The condition of using the Pass is having the Pass on which the Time-limited Eligibility will be recorded.
- 3) According to the rules specified in the Regulations, the TATRY SUPER SKI Card entitles you to use available and active chairlifts and ski lifts during the opening hours of individual Ski Centres. The opening times of individual chairlifts and ski lifts vary and may change during the season. The start and end dates of the winter season may vary for each Ski Centre i.a. due to weather conditions. Information about the current opening hours of individual Ski Centres can be found, among others, on the website www.tatrysuperski.pl.
- 4) The information about the currently available chairlifts and ski lifts of the Ski Centre on a given day can be found on an information board located in the area of each Ski Centre.
- 5) The Eligible Person is informed that a Card purchased at the ticket office is activated at the time of purchase. In case of a change in the place of use of the TATRY SUPER SKI Card, the eligible person should first check the information about the availability and opening hours of the ski lifts and chairlifts of the Ski Centre to which he/she is going, and it is recommended that such a person should also take into account the period of validity of the Term Entitlements recorded on the Card and the time of travel to the Ski Centre and preparation for the entrance to the slope. The Ski Centres reserve that the availability of individual ski slopes or chairlifts and ski lifts located within the Ski Centres may be temporarily limited or excluded from use in case of organization of ski competitions, events, trainings for organized ski groups, or bad snow conditions (temporary limitation of availability) – in this case, participants of competitions or organized ski groups will have priority to use cable transport equipment.
- 6) The Regulations shall apply to all types of TATRY SUPER SKI Passes.
- 7) All persons entering the premises of each Ski Centre are required to comply with the Rules for the Purchase and Use of TATRY SUPER SKI Passes when the health regulations for the ski slope industry are in force in connection with preventing and combating COVID-19 constituting Appendix 1 to these Regulations.

III. TICKET OFFICES

- 1) TATRY SUPER SKI Passes can be purchased exclusively at the Ski Centre cash desks, vending machines, authorised points of sale and on the website www.tatrysuperski.pl as well as on the websites of the entities belonging to the Tatry Super Ski joint card.
- 2) The passes on which the Time-limited Eligibilities resulting from the purchased TATRY SUPER SKI Pass are recorded are the property of the Ski Centres.
- 3) A VAT invoice for the purchased Pass can be obtained only on the basis of the proof of purchase in the Ski Centre where the Pass was purchased, according to the rules of law. The collected refundable deposit for the Pass is not documented by the VAT invoice.

- 4) The ticket offices of Ski Centres located in Poland accept credit cards or cash in Polish zloty. In the territory of Slovakia, credit cards or cash in EUR are accepted. In the machines of the Ski Centres, the tickets can be purchased only with payment cards.
- 5) In a justified case, to the extent provided for by law and for the safety of persons using the infrastructure of the Ski Centre, the seller may refuse to sell the ski pass, and the Ski Centre may refuse to provide the service (e.g.: if the purchaser is in a state of intoxication).
- 6) The Passes are sold at the price valid on the day of purchase.
- 7) A Pass purchased for the Pre-Christmas Period cannot be used during the Christmas Period, High Season or Low Season. A day Pass purchased in the Pre-Christmas Period is activated on the day of purchase.

Note:

During the Pre-Christmas Period, the activation of the Day Card is combined with the start of its entitlement. It can be personalised (assigned to a specific user) at any time during the Time-Limited Entitlement period.

- 8) Hourly and day Passes purchased from 25 December 2023 are valid from first use until the end of the ski season for the period of the Entitlement purchased. Hourly and day Passes purchased for the Pre-Christmas Period are valid until 24 December 2023 at the latest.
- 9) Daily passes purchased between the opening of the first Ski Centre and December 24, 2021 will remain valid from the date of purchase for the duration of the purchased entitlement, unless the customer requests a different activation date for the pass.
- 10) Hourly and day passes purchased from December 25, 2021 are valid from the first use until the end of the ski season according to the amount of Entitlement purchased.
- 11) If you purchase a Pass that includes Top Season, High Season and Low Season prices, the price resulting from the period in which the card is used is automatically calculated.
- 12) A 14-day pass remains valid from its first use for any 14 days of the ski season.

IV. TATRY SUPER SKI PASS

- 1) The only person entitled to use the TATRY SUPER SKI Card during its validity is the person who has Personalized it.
- 2) The information about the expiry date of the Pass is displayed each time on the display of the gate reader of the Ski Centre chairlift or ski lift. The information about the type of the Time-limited Eligibility coded is printed on the TATRY SUPER SKI Pass when it is issued at the ticket offices of the Ski Centres.
- 3) It is not possible to change, extend or postpone the validity of the Time-Limited Entitlement arising from the Pass after its activation.
- 4) A Pass purchased online can be returned using the online form if not activated, but no later than 14 days after purchase.
- 5) Each time a TATRY SUPER SKI Card is issued, a refundable deposit of **PLN 10** per Card is charged. The deposit is not refundable in case of mechanical damage to the pass.
- 6) The transfer (under any legal title) of the TATRY SUPER SKI Cards is prohibited. If the data of the original holder of the personalized TATRY SUPER SKI Card are inconsistent with the person using such a Card, the Time-limited Eligibility on such a Card shall be blocked.
- 7) It is forbidden to sell TATRY SUPER SKI Cards and entitlements (under any legal title) on pain of blocking the Time-Limited Entitlement on the Card in the event of a discrepancy between the details of the original holder of the personalised TATRY SUPER SKI Card and the person using it

V. PACKAGE CARD

- 1) All provisions regarding the rules of use of the Tatry Super Ski Card also remain valid in respect of the Package Card (SKI + THERMAL BATHS), subject to the following regulations.
- 2) Package Card – a Card with the recorded entitlement of the TATRY SUPER SKI Card and, additionally, the entitlement to use the selected thermal baths partnering with the TATRY SUPER SKI project.
- 3) Detailed information on which term entitlements and at which thermal baths in the territory of Podhale you can use the Package Card is provided on the price list of TATRY SUPER SKI. The Package Card is available at a time when there are no legal impediments to the implementation of the services comprising it, and in particular when there are no restrictions imposed by the decisions of state or local authorities.
- 4) The price of Package Cards provided in the price list is the total price for using the Ski Centres and selected thermal baths.
- 5) The thermal baths entry included in the Package Card is a service that entitles you to use the thermal baths for 3 hours, with entry to the thermal baths listed below only during the following times and periods:
 - a) Bania Thermal Baths from 25 December 2023 to 10 March 2024 from 9 am to 11 am. Entering the thermal baths is not possible after 11 am. The Card allows you to use the thermal baths for 3 hours, e.g. if you enter at 10 am, you can use the thermal baths until 1 pm. The entitlement may be exercised from the date of purchase until 30 April 2024.
 - b) Bania Thermal Baths after 10 March 2024 during the opening hours of the thermal baths. The entitlement may be exercised from the date of purchase until 30 April 2024.
 - c) Zakopane Thermal Baths throughout the season during the opening hours of the thermal baths. The entitlement may be exercised from the date of purchase until 30 April 2024.
 - d) Meander Thermal & Ski Resort throughout the season during the opening hours of the thermal baths. The entitlement may be exercised from the date of purchase until 30 April 2024.
- 6) The package offer applies to three types of entitlements:
 - a) time-limited entitlement for 1 day + 3 h of using the Thermal Baths,
 - b) time-limited entitlement for 3 out of 5 days + two entries of 3 hours to the Thermal Baths,
 - c) time-limited entitlement for 5 out of 7 days + two entries of 3 hours to the Thermal Baths.
- 7) By choosing the Package Pass, the entitled person has the option to freely choose the Ski Resort and the Thermal Baths, where they will exercise their entitlement:
 - a) purchased at the ski centres listed above with the exception of:
 - i) PKL – Palenica – Szczawnica,
 - ii) Bachledowa Dolina
 - iii) Strachan Ski
 - b) used in all Polish and Slovak Ski Centres listed above
 - c) used at Bania Thermal Baths, Zakopane Thermal Baths and Meander Thermal & Ski Resort
- 8) The use of the thermal baths is subject to the rules and regulations of the thermal baths.
- 9) To use the entitlement at the thermal bath, go to the Customer Service Point and present your Package Card with a valid entitlement to the thermal baths. After verification, the entitlement will be used in the service system, which is applicable to the thermal bath chosen by the Package Card holder.
- 10) The personalisation of the Package Pass takes place by activating the Card at the reader of the Ski Centre or the thermal bath, and it results in the activation of the entire service, excluding the possibility of returning the unused part of the Pass.
- 11) If the thermal bath, due to technical reasons, is not able to provide the service for an entitled person on the basis of the submitted Package Card – it is obliged to issue the entitled person a pass and enable them to use the thermal bath within the same time frame, but at a different time than that resulting from the Package Pass.
- 12) The Package Card exclusions – the Package Pass is not valid in the case of purchase of:
 - a) group tickets,
 - b) tickets purchased online,

- c) Child with Adult tickets,
- d) senior tickets over 75 years of age,
- e) discount tickets.

VI. DISCOUNTS AND REBATES

- 1) TATRY SUPER SKI reduced-price passes are applicable for children and youths who are under 16 years of age at the latest (the 16th birthday is the first day when the discount does not apply) and seniors who are over 65 years of age (the 65th birthday is the first day when the discount applies), according to the price list available at www.tatrysuperski.pl. TATRY SUPER SKI reduced-price passes are issued upon presentation of a document confirming the age and allowing the identification of the eligible person, which is verified on the day the pass is purchased. The person using the pass is obliged to prove that he/she meets the prerequisite for the discount.
- 2) A Child with Adult Pass is an inseparable package of the same Entitlements, which covers two passes, one of which is for the adult caring for the child and the other for that child (the principle: one carer – one child). The price of this package includes the price of the Regular Pass increased by PLN 10 for each day covered by this Pass. Upon reaching the age of 5 (the 5th birthday is the first day the discount does not apply), the child is no longer eligible for the Child with Adult Pass.
- 3) Seniors who are over 75 years of age may purchase the TATRY SUPER SKI Daily Pass at the price of PLN 5 for each day covered by such Pass on the basis of a presented document confirming their age and enabling the identification of the eligible person. Determination of the age necessary to obtain the discount shall be made in accordance with the principle provided in Article 112, second sentence, of the Civil Code.
- 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 group discount: one out of 21 persons receives a day Pass for PLN 10 for each day covered by such a Pass and the remaining persons receive a 10% discount on the list price. The group shall elect from among themselves a group leader, i.e. a person who represents all the members of the group on an exclusive basis. Only the group leader is entitled to make declarations of will for the purchase of group Passes or their possible return. When purchasing such group Passes, the leader is required to specify the start date of the Pass.
- 5) **After 4:00 PM Pass** – a discounted hourly pass that entitles you to use the Ski Centre from 4:00 PM until the closure of each Ski Centre.
- 6) The Regulations of temporary discounts and promotions are available at: www.tatrysuperski.pl, as well as each time at the ticket offices of the Ski Centres. Using the TATRY SUPER SKI Pass by an ineligible person (e.g. by a person who is not entitled to a discount) may result in blocking the eligibility. For the avoidance of doubt, a Local Pass cannot be used to exercise the eligibilities arising from the TATRY SUPER SKI Pass.
- 7) Senior Passes, Child with Adult Passes, and Group Passes as mentioned above can only be purchased at the ticket office of each Ski Centre.

VII. USE OF SKIDATA GATES

- 1) The TATRY SUPER SKI Pass should be put into a pocket located on the left side of the garment – in a pocket on the left breast or on the left hand.
- 2) Items that may interfere with the reading of the TATRY SUPER SKI Card (e.g., mobile phones, car keys, payment and credit cards, etc.) should be placed on the right side of the garment.

- 3) When using the gates, only one TATRY SUPER SKI Pass should be carried (no other passes of this type should be nearby at the same time – this may result in activating/personalising eligibilities from another pass of the same type). The Ski Centres shall not bear liability for consequences resulting from non-compliance with the obligation described in the preceding sentence.
- 4) A minimum distance of one meter should be maintained in the area of the gate antenna so that the gate does not read a given eligibility twice, i.e. so that the next person in the queue can exercise their Time-limited Eligibility without interference.
- 5) Confirmation of the right to pass through the gate and read the pass is signaled by an appropriate message on the reader display and the green light on the gate housing.
- 6) The red signal light on the gate housing means that it is not allowed to pass through the gate.
- 7) After passing through the gate, a temporary block of the TATRY SUPER SKI Pass is automatically activated, preventing subsequent persons from using the same TATRY SUPER SKI Pass in order to avoid a situation in which an ineligible person would use such a Pass.
- 8) The person exercising the Time-limited Eligibility is obliged to pay attention to the beeps and messages displayed on the gate reader screen and to follow the resulting signals and command messages.

VIII. COMPLAINTS AND RETURNS

- 1) A proof of purchase in the form of the receipt is required to make a complaint.
- 2) Complaints related to the TATRY SUPER SKI Card should be filed at the Customer Service Office of the Ski Centre belonging to the TATRY SUPER SKI Card system.
- 3) Complaints shall be dealt with in accordance with the law. The Ski Centre shall respond to the complaint at the latest within 30 days from the date of its receipt.
- 4) In order to receive a refund due to an accident for which the Ski Centre is not responsible, a copy of the accident report from the TOPR/GOPR services or a licensed Ski Rescuer must be submitted,
- 5) If the complaint is justified by the law, the refund of unused Time-limited Eligibilities shall be granted in a manner proportional to the validity of the Pass. The amount of the refund can be converted, with the consent of the user of the TATRY SUPER SKI Pass into a time-limited eligibility corresponding to the period not used due to circumstances for which the Ski Centre is responsible, to be used in the ongoing winter season only in the area of that Ski Centre (Failure Pass).
- 6) The refund of the deposit can be obtained at any ticket office and at the self-service Card return machines located in the Ski Centres, as well as at authorised outlets.
- 7) The Ski Centre is not liable for damage caused by force majeure, administrative decisions of state or local authorities, natural forces, weather conditions, the exclusive fault of the injured party or a third party, including resulting in an interruption in the supply of electricity to the Ski Centre for an uninterrupted period of less than
- 8) Moreover, interruptions in operation of particular chairlifts or ski lifts may be caused by the need to take actions to ensure proper and safe use of them or by factors independent from the Ski Centre (e.g. weather conditions in which the use of a particular type of equipment may be dangerous for users).
- 9) In favourable conditions, the use of the services of the Ski Centres is generally possible until 30 April 2024, i.e. the opening time of one of the ski centres belonging to Tatry Super Ski, unless the use of the Pass would be difficult for the entitled person and dangerous for their equipment and health due to the insufficient thickness or condition of the snow cover caused by unfavourable weather conditions (rain and excessive temperature preventing the snowmaking of the slopes).
- 10) After purchasing the Season Pass, but before personalizing the Card, the Consumer has the right to withdraw from the purchase contract of the Ski Pass without providing a reason for withdrawal and without incurring any costs. The deadline for such withdrawal expires on the last day of the ski season in which the purchase occurred. Withdrawal can be made at the cash desk of any Ski Resort.

11) Return of group passes:

- a) for an unused pass – the price paid at the time of its purchase is refunded, on condition that the return of the pass does not result in the loss of the group discount referred to in VI 4. of these Regulations
- b) in the event that the return of a pass results in the loss of the group discount due to a reduction in the group size as specified in VI 4., the return of individual group passes is possible subject to the payment of the value of the discount for each group pass purchased,
- c) for a ski pass which has been used but which is refunded in the event of an accident on the slope as specified in VIII 4. and under the conditions specified therein – the price paid during its purchase shall be refunded regardless of the number of other participants in the group. In such a situation, VIII. 9. b. shall not apply
- d) the person authorized to purchase group passes and return them is the group leader only.

IX. CONTROL AND SANCTIONS FOR VIOLATION OF THE REGULATIONS

- 1) The SKIDATA electronic system for charging and control of the TATRY SUPER SKI Pass, operating in the Ski Centres, allows for verification of users using the TATRY SUPER SKI Passes. During passages through the gates, photographs of a user associated with a given TATRY SUPER SKI Pass are recorded, solely for the purpose of authorization control, in order to avoid the use of the TATRY SUPER SKI Pass by an ineligible person, which is a legitimate interest of the Ski Centre. These photographs are deleted within 31 days of the end of the Entitlement.
- 2) In the case of an attempt to use chairlifts or ski lifts of the Ski Centres in breach of the Regulations, without proper eligibility, or in the case of using the TATRY SUPER SKI Card by an ineligible person, the possibility of further use of the TATRY SUPER SKI Card will be blocked. The TATRY SUPER SKI Pass should be presented at the request of staff or control authorities to verify the eligibility. Refusal to present the pass shall result in blocking the possibility of further use of the TATRY SUPER SKI Pass.
- 3) Persons disturbing public order or violating the rules in force on the premises of the Ski Centre or generally accepted standards of behavior, will be asked to leave the premises of the Ski Centre, or captured in accordance with the applicable law by a security guard in order to hand them over to the Police immediately. In cases specified in statutory provisions, security guards have the right to use direct coercive means, within the limits of the law, to ensure safety.

X. PERSONAL DATA

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”), the data collected in connection with the TATRY SUPER SKI Pass are processed by the Ski Centres described in the introduction to these Regulations, which are the co-controllers of these data. Personal data obtained in connection with the concluded agreement and in the course of its implementation are processed on the basis of Article 6(1) (b)(c)(f) of the GDPR, respectively, for the purpose of: implementing the agreement and the obligations provided for by law (including the handling of complaints); ensuring safety and protection of life and health (including reporting the accident to the emergency services); control and verification of eligibilities – fraud prevention (including reporting such incidents to the police or prosecutor's office) The data is kept for a period no longer than the period of limitation of claims. The data subject has the right to: demand from the Co-controllers access to his/her personal data; to rectify, delete or restrict its processing; to object to the processing; to transfer the data – unless the provisions of the GDPR limit these rights; and the right to lodge a complaint with the supervisory authority (President of the Office for Personal Data Protection). The provision of personal data is voluntary; however, in the case of a complaint/request for the return of unused rights, it is necessary for the proper consideration of the customer's request and verification of his eligibility. The Co-controllers shall not take decisions by automated means within the meaning of GDPR. The Co-



controllers have established a common point of contact to be contacted for personal data protection issues related to the TATRY SUPER SKI Term Card at the following e-mail address: tatrysuperski@gmail.com

We reserve the right to change prices and these Regulations with the proviso that the change of the Regulations (including prices) shall apply only to new customers and shall not apply to persons who have already concluded an agreement (purchased a Pass).

The Regulations shall apply from November 15, 2023.