

## GENERAL REGULATIONS OF SUNTAGO

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## 1. INTRODUCTION

- 1.1 SUNTAGO is a complex of buildings and areas owned by Global Parks Poland sp. z o.o. with its registered seat in Warsaw (the Operator) consisting of, inter alia, car park, entrance zone, entrance hall, changing rooms and showers, Jamango Water Jungle Zone, Relax Zone with SPA & Wellness area, Saunaria Zone, gardens, water playground, paddling pools for children, inside and outside pools, surf machine, restaurants and service zones. A map SUNTAGO is available online at <https://parkofpoland.com/docs/mapa-suntago.pdf>.
- 1.2 SUNTAGO is designed for relaxation, fun and recreation of all guests. The purpose of these regulations and other regulations related to the use of SUNTAGO is to ensure safety of people (guests, staff members and others) and property, order and cleanliness in SUNTAGO and determine the rights and obligations of the Operator and Guests as well as terms of liability.
- 1.3 The entity responsible for managing and operating of SUNTAGO is the Operator.
- 1.4 In case of any questions regarding the use and operations of SUNTAGO please contact the Operator via mail at [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com).

## DEFINITIONS

- 1.5 For the purposes of these regulations and other regulations related to the SUNTAGO the following terms shall have the meanings specified in this Clause 1.5:

<b>Guest</b>	means every person who has purchased the ticket under the procedure established by the Operator or is allowed to enter the Water Park under other methods approved by the Operator.
<b>House Regulations</b>	means jointly, these Regulations, as well as any other regulations related to the Water Park which determine the terms and conditions of use of specific parts of the Water Park or specific devices/attractions located in the Water Park, including the Price List, instructions for slides, saunas and pools and other attractions, Privacy Policy, regulation of the car park.
<b>Operator</b>	means Global Parks Poland sp. z o.o. with its registered seat in Warsaw, (address: ul. Fosa 41/11, 02-768, Warsaw), entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under number KRS: 0000335329, NIP: 7010192128.
<b>Price List</b>	means the document available at <a href="https://parkofpoland.com/en/pricing">https://parkofpoland.com/en/pricing</a> and at the ticket office of the Water Park which specifies, inter alia, prices of the entry tickets, including discounted tickets and special offers and prices of certain additional services ; the Operator has the right to change or amend the Price List and the change or amendment of the Price List will not constitute a change of these regulations.
<b>Privacy Policy</b>	means the document being a part of the House Regulations which specifies the rules on processing of personal data of the Guests using the Water Park available at the ticket offices and at <a href="https://parkofpoland.com/docs/Privacy_Policy_22012020.pdf">https://parkofpoland.com/docs/Privacy_Policy_22012020.pdf</a> .
<b>Staff</b>	means representatives, directors, managers, employees, contractors of the Operator engaged in managing and operating of the Water Park, including lifeguards, stewards, cashiers, guest service personnel, SPA therapists, saunamasters, surf machine instructors, food and beverage personnel, technicians, security officers, cleaning staff etc.
<b>Water Park or Suntago Wark Park</b>	means SUNTAGO buildings located at Wręcza, 96-300, ul. Nowy Świat 1, consisting of inter alia: car park, entrance zone, entrance hall, changing rooms and showers, Jamango Water

	Jungle Zone, Relax Zone with SPA & Wellness area, Saunaria Zone, gardens, water playground, paddling pools for children, inside and outside pools, surf machine, restaurants and service zones.
<b>Zones</b>	means Jamango Zone, Relax Zone with SPA & Wellness area, Saunaria Zone.

1.6 The table of contents, the division of these regulations into clauses and other subdivisions and the insertion of headings are for convenience of reference. The Guests are required to carefully read throughout the entire House Regulations.

## 2. **BINDING NATURE OF THE REGULATIONS**

2.1 Prior to entering the Water Park, each customer intending to make use of the Water Park is required to carefully read the House Regulations, including Attachment 10.2 (Prohibited Conduct), and comply with the provisions of the House Regulations at all time when at the Water Park.

2.2 Each Guest is also required to comply with: (i) the bans and orders presented in the form of boards or signs placed on the premises of the Water Park; and (ii) instructions and announcements of the Staff, aimed at ensuring safety and order within the premises of the Water Park. It is also mandatory to follow the special regulations for the use of certain devices and attractions (pools, slides, saunas, SPA etc.), available at given attraction.

2.3 The Guest has the right to visit the Water Park and the possibility to use the available attractions at the Water Park only if he/she agrees to follow the House Regulations and to use the attractions of the Water Park in an appropriate manner in accordance with provided instructions. If the Guest does not agree to follow the House Regulations he/she should not enter the Water Park and he/she shall be required to immediately leave the Water Park.

2.4 Guests are advised that non-compliance with the House Regulations may result in accidents, bodily harms and damages to property.

2.5 Parents and guardians are responsible for reading and explaining the House Regulations (including) to children and to other persons who enter the Water Park under their care prior to entering the Water Park, and in addition for reading and explaining information boards, signs and instructions of slides and other attractions prior to the use of a given attraction.

2.6 House Regulations are available for everybody at the ticket offices and at <https://parkofpoland.com/en/terms>.

2.7 In case of any doubts concerning the House Regulation or the use of any services of the Water Park, please ask a member of the Staff.

## 3. **OFFER**

3.1 The Water Park offers the Guests a right to enter to one, two or three zones (depending on the type of purchased ticket), i.e. Jamango Zone, Relax Zone and Saunaria Zone and the possibility to use various types of services and attraction subject to their availability.

3.2 The Operator takes reasonable care to ensure that as many attractions as possible located in the Zones are available to the Guests. However, the Operator does not guarantee and does not assume any liability to the Guests for the availability of all attractions located at the Water Park, part of which may be closed, inter alia, due to weather conditions, conducted maintenance or repairs or safety reasons.

3.3 Each Guest may obtain information on a potential unavailability of particular attraction at the Water Park at the ticket offices.

- 3.4 The Guests are not entitled to request any refund or discounts in case any of the devices/attractions/facilities etc. is not available.
- 3.5 In addition, the Operator does not guarantee an immediate access to attractions or services located/provided at the Water Park, including slides, saunas, SPA treatments, loungers, charging stations. Due to limited capacity of certain attractions the Guests may have to wait for his/her turn the use of certain attraction. The Guests are hereby informed that at weekends, public holidays one should expect large turnout in the Water Park and thus also a longer queuing time to access individual devices and attractions.
- 3.6 The list of attractions available in the Water Park and in particular Zone is available at <https://parkofpoland.com/en/explore-park>. Changes and amendments to the list of attraction shall not be treated as a change of these regulations and may be done by the Operator from time to time.
- 3.7 The Operator may refuse to sell the ticket to a customer willing to enter the Water Park if, based on the Operator reasonable judgement, the capacity of the Water Park is reached or for other security reasons.
- 3.8 Admission to the Water Park is based on a valid entry ticket.
- 3.9 The fee for the selected offer is collected upfront in accordance with the currently binding Price List. The binding Price List is available at the ticket offices and at the website <https://parkofpoland.com/en/pricing>.
- 3.10 The Operator provides the Guests with a free of charge, unguarded car parking located in front of the main gate of the Water Park. Specific rules regarding the use of the car parking are available at <https://parkofpoland.com/en/terms>.
- 3.11 Taking into consideration other provisions of these regulations, each Guests makes an independent decision whether to use a given attraction/device available in the Water Park taking into consideration their (and if they are a person obliged to supervise a child – the child’s) skills, abilities, health status and current preparation of the body for possible effort (warm-up), as also, resulting from the above, possible restrictions, threats or risks.
- 3.12 Guests with health issues (also pregnant women) who are particularly recommended not to use attractions/devices that involve: staying at a high altitude; achieving high speeds, due to their safety, should not use such attractions/devices in the Water Park.
- 3.13 Bearing in mind the safety of the Guests, to the Guest are informed that devices in the Water Park have parameters pre-set for the persons using them (e.g. height, age, weight limits, etc.). Therefore, it is forbidden to use devices with such restrictions by people whose physical conditions (including height, body weight) make it impossible to use them safely and in accordance with the manufacturer’s instructions. Basic conditions of use of a given device / attraction are each time place at the entry to a given attraction and at the <https://parkofpoland.com/en/terms>.

#### **4. ENTRY TO THE WATER PARK**

##### **OPEANING HOURS**

- 4.1 The opening hours for the Water Park are set by the Operator and are available in ticket offices and at <https://parkofpoland.com/en/information>.
- 4.2 The maximum duration of stay by a Guest at the Water Park depends on the type of ticket purchased by the Guest. If the maximum duration paid for in advance is exceeded, the Guest will be charged at the exit gates with additional amount as provided in the Price List. Upon

leaving early, i.e. not staying for the whole time allowed, money for the time not used shall not be refunded.

- 4.3 No later than at the closing time of the Water Park all Guests are requested to leave the buildings of the Water Park. The car park should be vacated no later than within 30 minutes after the closing time of the Water Park.
- 4.4 Regardless of the time of entry, the Guest is required to leave the Zones at least 20 minutes prior to the Water Park closing time on a given day and proceed to the changing rooms.
- 4.5 Attractions and facilities (for example, pools, slides, playgrounds, saunas, restaurants, etc.) can be used by the Guests only during their special working hours.
- 4.6 After entering the Water Park based on an admission ticket, passing through the exit gates is considered the end of the visit (i.e. using up the admission ticket). Re-entry to the Water Park is possible only after purchasing a new ticket. In justified and extraordinary cases some exceptions can be made but only after obtaining an appropriate consent of the eligible member of the Staff (manager).

#### **RESTRICTIONS AND LIMITATIONS FOR ENTRY**

- 4.7 The following people will not be allowed to enter the Water Park:
  - 4.7.1 persons whose behaviour indicates that they are intoxicated or under the influence of drugs, psychotropic substances or other intoxicants;
  - 4.7.2 people who violate public order, principles of morality or pose risk to themselves or to others;
  - 4.7.3 people who behave aggressively;
  - 4.7.4 persons who have been previously ordered to ban entry to Water Park;
  - 4.7.5 persons under the age of 13, unless under the care of a parent or other legal guardian.
- 4.8 The Operator or the Staff are also entitled to request persons referred to in Clause 4.7 to immediately leave the Water Park without a right to any refund of the price of the ticket.
- 4.9 The persons who, due to severe physical or mental disabilities are helpless or need supervision may visit the Water Park only in the presence of an adult carer. This rule also applies to persons suffering from episodes of fainting, cramps or epilepsy, as well as for persons suffering from cardiovascular diseases.
- 4.10 For safety reasons, access to and participation in certain attractions requires that the Guest is in good health, in particular free from high blood pressure, heart, back or neck problems, motion sickness, infectious skin disease or any other condition that may cause deterioration of health as a result of using attractions in the Water Park (e.g. epilepsy attack). Thus before using attraction in the Water Park, each Guests should be aware of their own state of health and is obliged to read all warnings, access conditions and safety requirements displayed at the entrance of each attraction or included in the appropriate brochures, websites or guides, if necessary by asking the Staff for help.
- 4.11 Restrictions related to the use of the Water Park related to health or safety are not intended to discriminate any Guest.

#### **CHILDREN**

- 4.12 Children under 13 years old and persons totally incapacitated can enter and may stay at the Water Park only under constant care and supervision of an adult carer (e.g. a legal guardian or

a person legally authorized by them; a teacher, an instructor). Carers take responsibility for the persons under their care, they are responsible for their safety and shall be liable for the damages caused by persons under their care resulting from improper supervision. The carer shall make decisions whether the person under his/her supervision is to use a given attraction/device on its own or accompanied by that supervising person, in accordance with the terms of use of the attractions/devices.

- 4.13 Where the age of a child raises doubts, the Staff are entitled to verify his/her birth date based on a document with a photograph.
- 4.14 Height, body weight and age checks may be done by the Staff at attraction entrances at any time, however such checks do not exclude in any way the constant care and supervision obligation of the adult carer.
- 4.15 The Staff is entitled, for safety reasons, to refuse children under 13 years old and persons totally incapacitated access to certain attractions, if they are not accompanied by an adult carer, and also persons who, for other reasons, in a reasonable assessment of the Staff, should not use a given attraction.

## 5. TICKETS

- 5.1 In order to enter the Water Park, each Guest is obliged to have a valid admission ticket. The purchase of the entry ticket may be made directly from the ticket offices at the Water Park or via the website of the Water Park at <https://parkofpoland.com/en/creator/>.
- 5.2 Guests with a valid entry ticket are entitled to enter the Water Park on its opening days and within its opening hours (please see 4.1) in accordance with the terms set out in the entry ticket.
- 5.3 Types of admission tickets, prices of admission tickets, rules that prescribe for eligibility criteria to use discount tickets are provided in the Price List which is published at <https://parkofpoland.com/en/pricing> and available at the ticket offices of the Water Park. The Price List may be changed by the Operator from time to time.
- 5.4 A Guest who wants to purchase or realize a discount ticket or an adult ticket allowing for purchase of alcohol beverages is required to present at the ticket office a document based on which he/she claims the discount, in particular a valid document with a photograph confirming the identity and age (identity card, passport or other acceptable to the Staff), pregnancy card, certificate of disability, and also allow for appropriate height checks by the Staff (if applicable). Discounts are not cumulative and the Guest is required to choose one type of discount.
- 5.5 Depending on the type of ticket purchased by the Guest, the Guest is entitled to access only such Zones of the Water Park for which he/she bought the ticket. Access to other Zones require additional payment, which is made by the Guest himself/herself using the transponder at the entry gates to a particular Zone (for example, Guests who only acquired access rights for the Jamango Zone cannot enter the Relax Zone, unless they are at least 16 years old and make additional payment for entry to the Relax Zone at the entry gates to the Relax Zone. For the avoidance of doubt, making the additional payment to the ticket (getting access to other Zones) does not extend the duration of stay initially paid for by a Guest at the Water Park.
- 5.6 Use of certain attractions or services (such as, for example, restaurants, Surf Machine, SPA treatments at the Relax Zone) require additional payment as provided in the price list of the given attraction or service.
- 5.7 Upon making payment for the entry ticket the Guest receives a payment confirmation (a receipt). The Guest is required to keep the receipt confirming the purchase of the ticket from the moment of receiving it at the ticket office until he/she leaves the Water Park. The payment

confirmation for the ticket received at the ticket office (the receipt) allows for verification of the actual debt of the Guest towards the Operator and prevents from the payment of the amount corresponding with the limit prescribed in the transponder in case where it has been lost by the Guest.

5.8 Sale of tickets can be stopped by the Operator at any time, in particular for the following reasons: due to technical difficulties, overcrowding, due to all lockers being occupied, due to adverse weather conditions.

## 6. **TRANSPONDER**

6.1 Upon making the payment for the ticket at the ticket office or presenting the ticket which was bought on-line, the Guest receives a transponder (data carrier) with an internal cash limit in the amount depending on the selected offer that is attributed to each transponder individually.

6.2 The value of the limit assigned to a transponder depends on the selected offer and amounts to:

6.2.1 500 PLN in case of tickets: "Adult", "Senior", "Pregnant", "Disabled";

6.2.2 150 PLN in case of ticket "Teen";

6.2.3 50 PLN in case of ticket "Kid";

6.2.4 0 PLN in case of ticket "Infant".

Upon collecting the transponder from the ticket office the Guest may request a change of the limit assigned to his/her transponder, provided that the Staff may, at its sole discretion, refuse to increase the limit. The Guest are reminded of clause 6.10.

6.3 The transponder shall be activated by the Staff at the ticket office upon issuance to the Guest.

6.4 The transponder is the ownership of the Operator and the Guest is required, before leaving the Water Park, to return it to the ticket office Staff and pay for the services and products recorded on the transponder.

6.5 The time spent in the Water Park shall be calculated from the moment the transponder is activated and shall be stopped when the Guest returns the transponder at the exit gates when leaving the Water Park.

6.6 The Guest is required to fix the transponder on the wrist in the way preventing its loss, wear it in this way throughout his/her stay in Water Park, and present it upon request of the Staff.

6.7 The transponder enables to use attractions and services covered by additional fees (within the limit assigned), and it also a key to open and close lockers in changing rooms and the charging station. The Guest is responsible for taking care of the transponder which he/she has received at the entry and protect it from damage or loss.

6.8 The Guest are able to verify the current level of expenses registered in a given transponder at the vending machines located in certain marked places at the Water Park.

6.9 Services, including catering, purchased inside the Zones, shall be paid for at the exit from the Water Park upon returning the transponder to the ticket office Staff.

6.10 Transponder can also be paid off (and recharged with the pay-off amount) at the ticket office in the exit area or at the vending machines located in certain areas at the Water Park.

6.11 Passing or lending the transponder to other person is prohibited.

6.12 Any case of losing or damaging the transponder should be immediately notified to a member of Staff at the ticket offices. In such cases the Guest is obliged to pay the fee corresponding to

the actual debt, which may be established based on the receipt presented by the Guest confirming that the ticket has been purchased; where the Guest is unable to present the receipt (or another document acceptable by the Staff) confirming that the ticket has been purchased in order to verify his/her actual debt, or it is not possible for him/her to prove his/her actual debt in any other way, the Guest shall be charged with the fee equivalent to the value of the limit assigned to the transponder.

- 6.13 In case of losing or damaging the transponder the Guest will be required to pay a penalty fee in the amount of 49 PLN.
- 6.14 The Guest may submit an application for refund of the difference between the above-mentioned fees he/she has paid and the actual amount of the debt registered in the transponder provided that he/she has delivered the found transponder to the ticket offices and submitted the receipt confirming that the above-mentioned fees have been paid; in order to assign the found transponder to a specific Guest, the Guest should provide as many details describing the event as possible, as well as his/her contact details in order to contact him/her.
- 6.15 If the transponder is lost or damaged the Ticket Office Manager or other authorized member of the Staff opens the locker in the presence of interested persons. Items stored in the locker with the lost transponder can only be handed over to the person who, in the reasonable opinion of the Operator or the Ticket Office Manager, makes it probable that he/she is the owner of the items stored in such locker.
- 6.16 In the event that the locker has not been emptied upon closing of the Water Park in the given day, the eligible member of the Staff together with a security officer open the closed locker and, after preparing a report on its content, store the content of such locker in a secure envelope to the safe deposit of the Operator. Collecting items from the safe deposit by an authorized person is possible during the opening hours of the Water Park, after prior notification of the intention to collect items at the ticket offices.
- 6.17 Where the Guest does not return the property of the Water Park (e.g. bathrobe, towel), that has been rented out to him/her, the Guest shall be charged with a penalty fee equal to 50 PLN for the towel and 130 PLN for the bathrobe, unless the Guest is not liable for the loss.
- 6.18 In case a Guest does not agree with the amounts charged on his/her transponder, the explanation procedure shall be followed on the basis of the data from the Operator's records and systems.

## **7. RESERVATIONS & LIMITATIONS**

- 7.1 The Operator takes reasonable care to maintain the Water Park, its attractions and the available equipment in the condition which ensures their safe use.
- 7.2 Certain attractions, including SPA & Wellness may open at other times than the opening hours of the Water Park or be closed seasonally, in particular for adverse weather conditions, safety concerns or for refurbishing. Restaurants may be open at other times than the opening hours of the Water Park or closed ahead of the scheduled closing of the Water Park.
- 7.3 In addition, devices/attractions whose proper and safe operation depends on weather conditions (for example outdoor pools, outside bars, outside water playground) are activated and are available to Guests only in weather conditions enabling safe use of the devices/attractions. In conditions that prevent safe use of the devices/attractions (i.e. storm, strong wind, heavy rain, hail, earthquake, lightning and such other atmospheric phenomena), devices/attractions are not available to Guests. Still, other devices/attractions whose proper and safe operation is not dependent on weather conditions remain at the disposal of Guests.



- 7.4 The Operator is entitled to close or introduce limitations in usage of the Water Park, particular Zone or an individual attraction, in particular:
- 7.4.1 due to important reasons, in particular in order to ensure safe and enjoyable stay at the Water Park for the Guests;
- 7.4.2 in case of photo shoots, special events, courses etc. Information of such closure or limitation shall be published at [www.parkofpoland.com](http://www.parkofpoland.com) with reasonable notice. The Guest may at any time, in particular before entering the Water Park, get relevant information about the above-mentioned events held on or planned for a given day in the Water Park at the ticket offices.
- 7.5 The Operator reserves the right to refuse entry or evacuate entire Water Park due to peak attendance, for any safety reasons or in case of force majeure.

## 8. **CHANGING ROOMS, LOCKERS**

- 8.1 Prior to using services and attractions offered at the Zones, the Guest is required to change into appropriate bathing clothing and flip flops and leave his/her other clothes and belongings in a locker that has been effectively and correctly locked by placing the transponder next to the lock. The Guest is responsible for ensuring that his/her locker is securely closed before entering the Zones by pulling the lock. The Operator shall not be liable for any items left in open or improperly closed lockers.
- 8.2 The Guests are advised not to bring valuable items to the Water Park as the Operator is not responsible for loss or damage of items which are not usually brought to water parks by customers.
- 8.3 Baby prams/strollers and pushchairs or similar item are not allowed to be placed in lockers and are not allowed in the Zones, starting from the exit from the locker rooms. therefore they and other similar belongings, should be left in the places that are marked as the places of their storage.
- 8.4 Every Guest shall have the right to use not more than one locker. In case of attempts to use more than one locker, such actions of a Guest shall be interpreted as breaking into other person's lockers.
- 8.5 The Operator shall not be liable for items lost or left in the Water Park, as also in its surrounding area, in car parks, other places adjacent to the Water Park area, which does not apply to a situation where the item is the subject of a storage contract concluded between the Operator and the Guest (e.g. an item which is usually brought by clients of water parks left in the property locked locker) or the Operator have found the item or performs the duties of an administrator in relation to the found item provided for by the Act on Found Items dated 20 February 2015.
- 8.6 Guests are required to leave their luggage/objects not intended for relaxation in their personal lockers. Access to the Zones is allowed only with a small hand luggage containing objects intended for relaxation at the Water Park. Access with bigger bags/vanity cases is only allowed for carers of children aged 0-3 years provided such luggage contains only child care items.
- 8.7 Large luggage (considering the size of the locker) can be left in the special luggage room. The Guest will receive a unique tag that he/she will leave in his/her locker, so as not to be lost. The Guest can retrieve the luggage left in the special luggage room only in exchange of that unique tag. In case of loss of the tag, the luggage is not recovered immediately, but only after the Water Park's internal procedure for such cases (which can take up to 24 hours depending on the availability of the Staff).

- 8.8 Due to security reasons and prohibitions on bringing objects referred to in Attachment 10.2 into the Water Park, a Guest entering the Water Park, at the request of the security personnel of the Water Park justified by suspicion of bringing prohibited items to the Water Park or by security reasons, should voluntarily allow for a control of the luggage brought to the Water Park. Violation of this provision, as also determination of a breach of security reasons or bringing prohibited items to the Water Park by the Guest, justifies refusal to provide services by the Water Park and the immediate request that such person leave the Water Park.
- 8.9 Only one Guest is allowed to be in a changing booth, subject to providing assistance to a child or a disabled person.
- 8.10 At certain areas of the Water Park there are charging stations equipped with a sockets which can be used by the Guests free of charge. The Operator does not guarantee the availability of the charging stations for the Guests and their fit for purpose.
- 8.11 By leaving a device in the charging station the Guest does not conclude any storage agreement with the Operator or any other contract that would require the Operator to assume liability for damages resulting from theft, destruction or damage to the device, in particular through the fault of the Guests, third parties or force majeure.
- 8.12 After leaving the device in the charging station, the Guest is required to ensure that the charging station is properly closed.

## 9. **PREPARATION FOR USING THE ZONES**

- 9.1 Prior to entering a Zones and after leaving or changing the Zone, the Guest is obliged to take a shower using a body wash. The same rule applies each time after using a toilet. Please note additional requirements regarding the use of Saunaria Zone and Relax Zone apply.
- 9.2 In the various areas of the Water Park proper clothing will be used depending on the area concerned, as follows:
- 9.2.1 it is strictly prohibited to wear street/outdoor clothing in any Zone, except for the changing rooms. Moreover, it is prohibited not to change into a fresh bathing suit from a bathing suit that has been worn outside Water Park (for example, swimming shorts that were worn outside);
- 9.2.2 in the Relax Zone and Jamango Zone only light clothes are allowed, without going into the pool or the slide;
- 9.2.3 access to water in pools or slides will only be allowed if you wear a bathing suit.
- 9.3 The following clothing articles are bathing suits:
- 9.3.1 bathing / swimming slip;
- 9.3.2 bathing /swimming brief;
- 9.3.3 bathing suit.
- 9.4 The following clothing articles (indicative list) will not count as bathing suit:
- 9.4.1 underwear (underpants/knickers, any other underwear), stocking of any kind;
- 9.4.2 shorts of any kind, T-shirt, undershirt;
- 9.4.3 clothes (shorts, blouses, jeans, ensembles, suits, etc.) of the following fabrics: cordunoy, Jeans-type fabric, denim flannel, hemp cloth, leather, linen seersucker cotton (puckered), silk, terry, velvet, wool, denim like fabric.

- 9.4.4 clothes (shorts, blouses, jeans, ensembles, suits, etc.) intended for other activities or sports, including made of synthetic fabrics, such as neoprene, spandex, acrylic, rayon (for example, biking suits, football equipment, etc.).
- 9.5 Topless is not allowed at Water Park, except for the Saunaria Zone where specific rules apply.
- 9.6 If a Guest finds problems about the cleanliness of the booth, locker room or any other space he/she is required to notify a member of the Staff immediately.
- 9.7 It is not allowed to use soap or other body washes, including body creams or oils outside the shower booths. The use of brushes for massages or the use of exfoliating products, as well as depilation or shaving are not allowed within the Water Park for reasons of hygiene.
- 9.8 In all restaurants, including Arizona American Steak & Burger, Poleczka, Nori Sushi Bar, Va Bene and Portada, it is mandatory to wear flip flops and a robe or a shirt (access is not allowed if wearing only a towel or bathing suit). For avoidance of doubt the above restrictions does not apply to snack bars.
- 9.9 Children up to 3 years and other persons that use diapers are required to wear special swim diapers intended for bathing conditions when using the Water Park. Such diapers can be purchased at the Water Park.
- 9.10 Children up to 6 years must wear arm floats or other buoyancy equipment (i.a. swim ring) and they should enter the water only under a supervision of a adult carer.

## 10. **PROHIBITED CONDUCT**

- 10.1 Each Guest is required to refrain from performing actions that pose risk to safety, peace or order.
- 10.2 A non-exhaustive list of prohibited behaviors is attached to these Regulations as Attachment 10.2 (Prohibited Activities) and constitutes an integral part thereof.

## 11. **OBLIGATIONS OF THE CUSTOMER**

- 11.1 The Guests is required, before use of any attraction / device at the Water Park to carefully read and understand instructions of the given attraction / device if the instructions are provided. In case of any doubts, the Guest should ask the Staff for explanations.
- 11.2 All amenities and facilities of the Water Park will be used with care by Guests.
- 11.3 The Guest is required to notify the Staff of any defects or malfunctions observed during his/her stay in the Water Park.
- 11.4 Any noticed damage, ailments or hazards, breakdowns, collisions, accidents should be immediately notified by the Guest to the lifeguard or member of the Staff and the provided instructions should be followed by the Guest
- 11.5 The Guest is obliged to submit any found objects that are not his/her property to the Staff.
- 11.6 An organizer of the stay of an organized group (a non-consumer entity) is responsible for the effects of the behavior of the group members.
- 11.7 Each Guest has the social obligation to immediately notify a member of the Staff about any situations that pose real threat to persons at the Water Park.
- 11.8 The Guests should be aware that at the Water Park there is a high risk of slipping throughout the premises. Each Guests must consider the high risk of accidents within the premises due to wet surfaces. The Guests should pay greater attention when near pools or slides. For this

reason, the Guests are advised to use slip resistant flip flops (non-skid) when moving at the Water Park.

- 11.9 The Guest are required to use flip flops in the restaurants.
- 11.10 The Guests should not use pools, slides or surf machine if he/she has hair loose. It is recommend to use a swim cap or to at least tie hair.
- 11.11 The use of buoyancy equipment, sports, play or animation devices (balls, frisbee, diving and swimming equipment, mattress, inflatable toys etc.) is allowed only upon prior consent of the lifeguard. The lifeguards are entitled to announce that due to safety reasons the use of any sports, play or animation device is not allowed at any time.
- 11.12 In the event of any (bodily) injury, regardless of its nature, the Guest (or his/her carer) is required to immediately contact the lifeguard on duty and cooperate with the instructions of the lifeguard.
- 11.13 In the event of improper use, damage or removal of equipment belonging to the Water Park from its current location, the Guest shall be liable for damage caused, unless it is not his/her fault.
- 11.14 There is no reservation of loungers at the Water Park. It is not allowed to bring own loungers by the Guests. The Operator may introduce separate rules for certain parts of the Park, including paid reservations.
- 11.15 he Guests are prohibited to occupy a lounge if they are not actually there (for example, the Guest is not allowed to reserve a lounge by leaving a towel or object on it). The Guests have the obligation to clear the lounge (namely to remove their property from the lounge) if the Guest do not use it for any period of time. If the Guest leaves his/her personal property on or near the lounge and he/she is not actually there, the Guest hereby gives his/her express consent that the Staff have the right to collect the property the Guest left on or near the lounge.

## 12. **SELECTED RIGHTS OF THE OPERATOR AND THE STAFF**

- 12.1 Guests disturbing public order, violating provisions of the House Regulations, or the generally accepted norms of behavior or not adhering to instructions of the Staff may be asked to leave the Water Park without any refund of the ticket paid due to need to ensure safety to other persons at Water Park.
- 12.2 In the event of gross breach of the House Regulations, security personnel of the Water Park, within the limits of applicable laws, are entitled to take measures, provided for by the Act of 22 August 1997 on the protection of persons and property, to ensure safety. In case of apprehension of a person by the security staff of the Water Park in accordance with applicable regulations, such person will be immediately handed over to the police.
- 12.3 The Operator may impose a permanent or temporary prohibition to enter the Water Park against a person who: (i) has grossly violated the House Regulations or the applicable laws on the premises of the Water Park; or (ii) violated provisions of the House Regulations on numerous occasions in the event dictated by the safety of other Guests.
- 12.4 Implementation of the above-mentioned measures shall be preceded by a warning issued by a lifeguard or other member of the Staff or a representatives of the Operator. In case of a gross violation of the House Regulations the above-mentioned measures may be taken without previous warning.

- 12.5 The Staff has the right to refuse to serve alcohol to a drunk person, underage or refuse to serve Guests who are aggressive or vulgar.
- 12.6 The Operator has the right to:
- 12.6.1 change the list of services provided by the Water Park and/or their fees without advance notice;
  - 12.6.2 to organize closed events in the Water Park or a certain part of the Water Park with separate rules for entering and using the Water Park;
  - 12.6.3 to organize concerts, performances etc. in the Water Park with separate rules for entering and using the Water Park.
- 12.7 The Operator and members of the Staff are entitled to exercise the so-called right of the facility's host, i.e. Guests are required to follow instructions and commands of lifeguards on duty and other members of the Staff. Any noticed violation to the House Regulations or any other improper behavior of a Guest is signaled by the lifeguards with the sound of a whistle and a gesture signaling an improper behavior or a requested behavior.
- 12.8 The Operator does not guarantee the availability of loungers in a given Zone, the number of which may be less than the number of people staying at the Zone.
13. **LIFEGUARDS**
- 13.1 At the Water Park "lifeguards" are qualified personnel wearing red T-shirt with LIFEGUARD sign, white shorts. A lifeguard may use a whistle.
- 13.2 Water Park lifeguards supervise all the pool basins and water attractions. Direct supervision and care of children is the responsibility of their carers.
- 13.3 Without prejudice to other requests made by the lifeguards, the following sound signals used by lifeguards must be followed by the Guests:
- 13.3.1 a series of long sound signals (whistle) – EMERGENCY – the call for all the users to leave the pool basin immediately and follow further instructions of the lifeguards or Staff;
  - 13.3.2 a long sound signal (whistle) – the end of activities or the Water Park closing time – the instruction to leave the water immediately;
  - 13.3.3 a short sound signal or a series (two/three) of short sound signals (whistle) – the command to pay attention to a message of the lifeguard and / or a member of the Staff.
- 13.4 Entering the pool basins and using of the attractions may take place only if the lifeguard is present.
- 13.5 Guests who breach regulations of a given attraction may be requested to immediately leave the pool basin or the attraction by the order of the lifeguard.
14. **SWIMMING POOLS IN WATER PARK – ADDITIONAL RULES**
- 14.1 In the Water Park there are pools with different depth zones (inter alia, wave pool with zone for non-swimmers and zone for swimmers). Each of the zones is clearly marked. Each Guest should be aware of his/her swimming skills and is required to adapt his/her activities to appropriate zone (depth).
- 14.2 Due to the safety of persons at the Water Park, the Guests are not allowed to jump into the water. In addition, due to hygiene reasons, it is forbidden to enter the water for the Guests suffering from skin diseases, with open wounds and inflammation of the skin, patches and

- bandages on the body, and whose hygiene condition deviates from generally accepted standards.
- 14.3 Use of the outdoor pools and inside pools connected with them during bad weather conditions (for example, storm, strong wind, heavy rain, hail, lightning and such other atmospheric phenomena) is forbidden.
- 14.4 Guests unable to move, get undressed and change into swimwear unaided, may use the pools provided that they remain under the supervision of an adult carer.
- 14.5 Subject to Clause 14.6, the Guests who cannot swim are not allowed to access pool basins unless they are accompanied by a person who can swim. The person accompanying them will closely supervise the person who cannot swim.
- 14.6 The wave pool can only be used by Guests who can swim.
- 14.7 The pools with bar at the Jamango Zone should not be accessed by children and underage persons.
- 14.8 The rules / instructions for the use of pool basins and water attractions can be found on the instruction plates placed next to each pool basin or water attraction. They are also available at the ticket offices and at <https://parkofpoland.com/en/terms>.
15. **JAMANGO ZONE – ADDITIONAL RULES**
- 15.1 At the Jamango Zone the Guests have the opportunity (subject to availability) to use various type of slides depending on their height, weight and swimming skills.
- 15.2 The rules/instructions for the use of slides can be found on the information plates in text and graphic form placed next to each equipment, at the ticket offices and at <https://parkofpoland.com/en/terms>.
- 15.3 The Guest are required to use the pool basins and slides in accordance with their respective instructions.
- 15.4 Before using a given slide or pool basin, it is mandatory and the responsibility of Guest to read and understand the instructions on the information plates in written and graphic form located at the slide/pool basin and comply with them when using the slide/pool. The purpose of any limitation of use specified on these plates is to ensure the safety of Guests. In case of improper use Guests will take the risks of injury.
- 15.5 Slides are sporting equipment – their use involves the specific risks of sporting activities that the Guest assumes as a user. Because there are sporting equipment, there is a risk of injury even when using a device built, tested and maintained in accordance with the standards and even if the Guest complies with the instructions placed on the information plates.
- 15.6 The use of slides, pool basins and play equipment is prohibited to persons under the influence of alcohol.
- 15.7 The slides and pool basins may only be used by persons with good overall health condition, with full motoric functions, and able to swim, subject to slides at the PIRATES PLAYGROUND, OUTSIDE PLAYGROUNG and paddling pools, which may be used also by persons unable to swim, provided that they remain under the care of adult carer.
- 15.8 The use of slides by persons under the body weight or height or above the body weight indicated on the information plates or contrary to the instructions displayed or given by the Staff of the Water Park is prohibited and pose a risk of accident.

- 15.9 Going up the slides will be carried out with increased attention and considering the other Guests. Running on the stairs is strictly prohibited.
- 15.10 Slides may be used after the route has been cleared, leaving enough safety space in front of the Guest wishing to use the slide. It is the responsibility of the Guest to make sure, before going down the slide, that enough time has passed since the person before them went down the slide, in particular observe the red/green light instructions.
- 15.11 The Guests are obliged to comply with the safety instructions posted on the information plates in text and graphic form.
- 15.12 Guests must leave the slide exit area immediately after using the slide. Guests who do not leave the slide exit area immediately will be liable for accidents caused as a result.
- 15.13 Guests will comply with the weight and height limitations for each type of slide. In the slides or pool basin area, children up to 13 years old will be permanently supervised by a parent/guardian or adult authorized by a parent or guardian. It is forbidden to leave children who cannot swim unattended at the pool basin area.
- 15.14 At the Water Park there are slides with different levels of difficulty and emotions, which may be triggered during the slide. Information regarding the above and corresponding height and body weight limitations for the user of the slide are located at the information plates in text and graphic form in the slide zone and at <https://parkofpoland.com/en/terms>.
- 15.15 The following are particularly prohibited in any slide:
- 15.15.1 any other sliding position than indicated in the instructions;
  - 15.15.2 turning front/back into the slide;
  - 15.15.3 stopping in the sliding area or slide exit area;
  - 15.15.4 climbing up from the bottom of slide;
  - 15.15.5 standing up in the slide;
  - 15.15.6 running on the stairs of the slide towers, pushing one another on the starting platform and forcing other users to slide;
  - 15.15.7 using the slides in case of failure of the light signals, slide tube or other technical failures, and the lack of water in the slide;
  - 15.15.8 sliding in groups, except where sliding in group is clearly marked as allowed;
  - 15.15.9 running into the slide to accelerate the sliding;
  - 15.15.10 using swimming boards, tubes, rafts or any other objects to slide, except if clearly allowed or required by the slide instruction;
  - 15.15.11 changing lanes of slides;
  - 15.15.12 wearing jewelery, any kind of watches, necklaces or cameras/video cameras.
- 15.16 During the use of the attractions, the water slides in particular, corrective eyeglasses can be crushed or broken. Prior to using the attractions, it is recommended to remove the corrective spectacles, swimming goggles, diving masks, watches, chains, earrings and other similar objects, which are likely to lead to cuts or other injuries, or to damage the tube of the slides and put them on designated places, and in case of the damage, the Guest is obliged to notify the lifeguard or other member of the Staff of such event.

15.17 Certain slides use lack of light (darkness) or lighting effects and notably strobe and flashing lights which may cause problems for Guests suffering from photo-sensitivity, who are therefore advised to avoid them.

**16. RELAX ZONE – ADDITIONAL RULES**

16.1 Entry to the Relax Zone is available only to persons aged over 16 years.

16.2 Certain activities in the Relax Zone may be accompanied by music.

16.3 Food may be consumed only in the specially designated areas.

16.4 Before using the vital pools in the Relax Zone, each Guest should take a shower.

16.5 The Guests shall wear swimming suits when using pools and steam baths in the Relax Zone.

16.6 For proper hygiene, it is mandatory to take a shower before access to the steam baths and after.

16.7 The Guests using water massage beds should disinfect the water bed membrane with the disinfectant available by the beds.

16.8 Before using the water massage beds, the Guest must remove jewelry and other items with sharp edges that could damage the membrane.

16.9 Guests are responsible for assessment of their own health before using vital pools, in case of any doubt the Guest should consult a doctor in advance in order to avoid possible complications.

**17. SAUNARIA ZONE – ADDITIONAL RULES**

17.1 Entry to the Saunaria Zone is available only to persons aged over 16 years.

17.2 Each Guest is required to take a shower with body wash before using any attractions of the Saunaria Zone.

17.3 The Saunaria Zone is a textile-free zone. This means that when using the Saunaria Zone Guest should remove swimsuit and leave it on special shelves at the entrance to the Saunaria Zone.

17.4 It is forbidden to enter Saunaria Zone with bags, cell phones or other electronic devices which should be left in the lockers. Shelves located in the Saunaria Zone are not intended for storage of any other items except for swimsuit and the Operator shall not take any responsibility for loss or damage of items left on the shelves contrary to this clause.

17.5 It is forbidden to bring or consume food in the Saunaria Zone.

17.6 Guests should be aware of the fact that in the Saunaria Zone there are naked or incompletely dressed people. However, this does not mean that the Guest is entitled to be naked while moving around the entire Saunaria Zone. After completion of the thermal or sauna bath, including the required cooling phase the Guest is required to wear a bathrobe or a towel.

17.7 Before use of the given attraction at the Saunaria Zone, it is mandatory and the responsibility of Guest to read and understand the instructions of the given sauna or other attraction and comply with them when using the attraction. In case of any doubts the Guest should ask a member of the Staff.

17.8 Saunas should be not used by persons with infectious skin diseases, cardiovascular problems, fever, low or high blood pressure, severe cardiovascular or bronchopulmonary diseases, anticoagulants, antihistamines, vasoconstrictors, vasodilators, stimulants, tranquillizers, etc., as well as by pregnant or menstruating women. The Guests are responsible for assessment of their



own health before using saunas, in case of doubt the Guest should consult a doctor in advance in order to avoid possible complications.

- 17.9 It is forbidden to enter and stay in the Saunaria Zone to persons:
- (a) whose condition indicates the intake of psychotropic or other intoxicants;
  - (b) being under the influence of alcohol;
  - (c) whose behavior poses a threat to other Guests or the Staff;
  - (d) whose hygiene deviates from generally accepted standards.
- 17.10 For proper hygiene, it is mandatory to take a shower before access to the saunas and after. Entry to the sauna should only take place after completely dried.
- 17.11 Flip flops and bathrobes will be left outside, at the entrance to the saunas or other attraction at the Saunaria Zone.
- 17.12 All metal (gold, silver, etc.) jewelry must be removed before entering the sauna.
- 17.13 There are special conditions inside saunas, such as higher temperatures, low light, stepped benches and various heat sources. They require a greater attention from Guests.
- 17.14 In dry saunas a towel big enough for the whole body (including placement under the feet) will be used to avoid any contamination of the benches. Alternatively, two towels may be used, one for the body and one place under the feet.
- 17.15 Steam bath should be used naked and Guest should rinse the seat before and after the sauna bath.
- 17.16 Only eligible members of the Staff may operate the Saunaria Zone devices.
- 17.17 It is forbidden to use any liquids, essences, oils, solutions, infusions and other substances for saunas/ steam baths on the Saunaria Zone devices by the Guests or brought by the Guests from the outside of the Water Park.
- 17.18 The sauna rituals infusions can be made only by the entitled member of the Staff.
- 17.19 It is forbidden to leave any objects (e.g. towels, bathrobes) in the immediate vicinity of the sauna heater.
- 17.20 After each sauna session the Guests are advised to cool off and rest.
- 17.21 Technical devices (for example, radiators, ventilation openings, sauna heaters/stoves, guards and thermometers) must not be covered with objects/towels, due to the risk of fire (fire hazard).
- 17.22 Guests will not use the sauna more than 15 minutes per each session.
- 17.23 As in the rest of the premises, you have the obligation to comply with the instructions given by the specialized Water Park Staff when using the sauna.
- 17.24 Vital pools at the Saunaria Zone should be used naked and Guest is required to take a shower before entering into the vital pool.
- 17.25 The Saunaria Zone is a zone of silence, subject to sauna rituals. The behavior of Guests may not interfere with the rest of the Guest or be inconvenient for them.
- 17.26 From time to time sauna rituals can take place in the saunas. The course of the sauna ritual and its theme is determined by the eligible member of the Staff, i.e. the saunamaster. The sauna ritual can be accompanied by music.

17.27 The performance of the sauna ritual requires that the sauna be ventilated first, therefore the saunamaster may ask the Guests to leave the sauna 10 minutes before the sauna ritual.

17.28 There is no bookings available for sauna rituals. Each sauna ritual has a limited number of attendees, which is determined each time by the saunamaster at his own discretion, taking into account the number of seats in a particular sauna.

## 18. **SPA & WELLNESS**

18.1 The SPA & Wellness area is located at the Relax Zone.

18.2 The opening hours for the SPA & Wellness are set by the Operator and are available at the ticket offices and at <https://parkofpoland.com/en/attractions/spa>. The Operator has the right to close the SPA & Wellness ahead of schedule, provided that there are no bookings.

18.3 Before using the SPA & Wellness area the Guest are advised to read suggestions presented at <https://parkofpoland.com/en/attractions/spa>.

18.4 In the SPA& Wellness area, the Guest is required to wear a swimsuit, a towel or a bathrobe and flip flops.

18.5 For certain treatments the Guest will receive one- time underwear provided by the Staff at the SPA & Wellness.

18.6 The Operator does not provide for any storage space in the SPA & Wellness area and the Guests are requested to leave mobile phone and other valuable items in the lockers before entering the SPA & Wellness area. The Operator will not be liable for loss or damage of any such items left in the SPA & Wellness area.

18.7 The Guest is required to show up at the SPA & Wellness at least 10 minutes before the planned treatment. Late show up may lead to the treatment being shortened without the right to request any refund.

18.8 To maintain the highest quality and proper course of the visit to the SPA & Wellness, before the first treatment, the Guest is required to fill out the SPA information card with certain information regarding the current state of health of the Guest and notify the Staff of any health conditions which may be relevant for the treatment as well as of any changes to the information provided in the SPA information card before any subsequent treatment. The Operator and the Staff are not responsible for the any damages resulted of the treatments carried out despite the existing contraindications that were not properly disclosed by the Guest.

18.9 The SPA & Wellness area is a place to relax and unwind. Therefore, in the SPA & Wellness area, the Guests are required to keep quiet, do not disturb other Guests and not to use cell phones or similar devices.

18.10 The Operator and the Staff may refuse providing treatment to a Guest with contraindications to perform the treatment, under the influence of alcohol or similar substances or to discontinue the treatment in the event of inappropriate behavior by the Guest, in particular violation of bodily integrity of the Staff without the right of the Guest to request refund or discount.

18.11 The rules for booking treatments are available at the reception of SPA & Wellness or at <https://parkofpoland.com/en/attraction/spa>.

## 19. **CCTV, MONITORING**

19.1 The Water Park is equipped with a video surveillance system operated by the Operator. This system is set up for the security of people and property of the Guests and the Operator. The Operator is responsible for managing the system in compliance with current regulations and

legislation, in particular in accordance with provisions regarding personal rights . By entering the Water Park the Guest consents for monitoring of his/her stay at the Water Park and the use of recorded materials for evaluation of disputable issues and the Guest's compliance with the House Regulations.

## 20. **PRIVACY POLICY**

20.1 Regulations related to the processing of personal data of the Guests are governed by the Privacy Policy of the Water Park available at the ticket office and at [https://parkofpoland.com/docs/Privacy\\_Policy\\_22012020.pdf](https://parkofpoland.com/docs/Privacy_Policy_22012020.pdf).

## 21. **LIABILITY**

21.1 Each Guest is liable for damages caused by its own fault or omission, in particular those consisting of improper use, contamination or damage to devices located in the Water Park. In addition, each Guest is liable for damages caused to other Guests due to his/her own fault.

21.2 A legal guardian or a person authorized by him in a legally permitted manner are liable for damage caused by children under their care in case of improper supervision.

21.3 The Operator shall not be liable for damage caused by force majeure, forces of nature, weather conditions, the sole fault of the aggrieved party (including the Guest) or a third party.

21.4 The Operator shall not be liable for interruptions in the supply of electricity, gas, water or other utilities, as also for any related inconveniences which are not caused by the Operator.

## 22. **LOST ITEMS**

22.1 If a Guest lost an item in the Water Park, he/she should report the lost item to the ticket offices or send an email: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com).

22.2 Items lost or left in the Water Park, if found by the Staff or returned by a third party to the ticket offices, can be collected from the ticket offices, within 30 days of the moment they are found with the exception of food, which due to its nature, will not be stored by the Operator. If the lost items are not collected within the above-mentioned deadline, the Operator will take measures as he deems fit in accordance with applicable laws.

## 23. **NON-DISCRIMINATION POLICY**

23.1 Discriminatory attitudes or behaviors will not be tolerated at Water Park.

23.2 All discrimination based on race, nationality, ethnicity, language, religion, social status, belief, gender, sexual orientation, age, disability etc., or based on any other criterion that aims a result in restricting the use or exercise, on an equal basis, of any legal rights is prohibited at Water Park.

## 24. **FINAL PROVISIONS**

24.1 The Operator, its representatives and the Staff supervise compliance with the provisions of the House Regulations.

24.2 The provisions contained in these regulations regarding the rules for the use of pools and other attractions, including SPA & Wellness area, apply to all pools, slides, saunas and other equipment in the Water Park, unless specified otherwise. These rules are supplemented with additional instructions / signs located in the Water Park and Staff instructions. In the event of special or closed events, exceptional rules may be set by the Operator, without the need to change or repeal these regulations and the rules for the use of pools and attractions.

- 24.3 In case the Guest leaves the Water Park and at the time of the final settlement at the checkout, the Guest questions the payment for the service or goods claiming that he/she did not buy or did not use them, an appropriate evidence is prepared on the basis of the operations recorded in the system and the CCTV footage.
- 24.4 Each Guest questioning the fact of purchasing goods or services has the right to file a written complaint to the Ticket Office Manager on duty. The complaint will be considered by the Operator in accordance with the applicable laws.
- 24.5 All complaints should be submitted in accordance with the applicable laws, in writing, preferably immediately after the incident.
- 24.6 The Operator reserves the right to amend these regulations as well as other regulation comprising of the House Regulations, at any time, in particular if it deems it necessary or required to improve the provision of services, whereas such amendments will refer to contracts concluded upon entry into force of the amended the given regulations.
- 24.7 Attachments to these regulations constitute the integral part thereof.
- 24.8 These regulations entered into force on 11.06.2021.

**LIST OF ATTACHMENTS**

1. Attachment 10.2 – Prohibited conducts (examples)

**SCHEDULE 10.2**  
**PROHIBITED CONDUCT (EXAMPLES)**

In the Water Park, the Guests are prohibited to, in particular to:

**1. FOOD, BEVERAGES, ALCOHOL AND SMOKING**

- 1.1. use the pools, slides, saunas after consumption of alcohol, abusive substances or substances causing a similar effect;
- 1.2. smoke tobacco or other substances, including e-cigarettes, except for specially marked and designated areas;
- 1.3. bring and consume all kinds of alcoholic beverages purchased outside the Water Park;
- 1.4. consume alcoholic beverages purchased in the Water Park in places not intended for this purpose;
- 1.5. bring food or beverages to the indoor premises of the Zones and consume them in the sites other than the sites designated for this purpose;
- 1.6. bringing food or drinks (especially alcohol) and objects prohibited by the rules on the premises;
- 1.7. store food in the lockers;
- 1.8. move from one area of the premises to another with food or drinks;
- 1.9. eat or drink in the pool or on the slides, except for drinking in a 2-metre area around the pool bar;
- 1.10. leave glasses or dishes near the edge of pools;

**2. DANGEROUS OBJECTS**

- 2.1. bring or carry weapons or other dangerous objects, explosives, pyrotechnic articles, flammable materials, drugs, narcotics, psychotropic substances, so-called "legal highs" and other objects that may pose a threat to the life or health of people staying in the Water Park;
- 2.2. bring in - apart from the changing room Zone - any glass packaging, pressure containers (including deodorants, hair sprays, etc.), knives and other sharp objects; these objects shall be left in the lockers for clothes or deposit lockers;

**3. EQUIPMENT**

- 3.1. take any objects owned by the Water Park outside the Water Park area;
- 3.2. use equipment or furnishings of the Water Park for any other purposes than the purpose they have been designated for, or use of equipment or furnishings of the Water Park that is damaged, malfunction or is excluded from use;
- 3.3. contaminate or litter the Water Park;
- 3.4. damage, destroy, stain or remove objects belonging to the Water Park, including any boards, information and equipment, including lifesaving equipment or other Guests,

**4. SAFETY AND SECURITY**

- 4.1. climb on constructions elements, lifeguard stands;
- 4.2. jump to the water at the entire area of Water Park;
- 4.3. go into or come out of pools otherwise than by using the dedicated steps and ladders;
- 4.4. jump off the edge of the pools or pushing or throwing other persons in the water;

- 4.5. wear flip flops or flippers in the water;
- 4.6. cycle, rollerblade, skateboard, roller skate or use other similar devices (not applicable to Water Park Staff and authorized Guests);
- 4.7. enter premises or parts thereof not intended for customers marked as "Staff Only", as well as kitchens, utility rooms, offices, cloakrooms (except for the locker area), warehouses, supply rooms etc.;
- 4.8. run;
- 4.9. place deckchairs, umbrellas, chairs or other equipment in the way which disturbs traffic in the Water Park, in particular block emergency exits, place the above- mentioned equipment inside the pool basins or in the distance shorter than 2 meters from them;
- 4.10. jump over entry gates or changing Zones without issuance of payment for the ticket;

## **5. CLEANLINESS AND ORDER**

- 5.1. place stickers in the park or paint on the walls;
- 5.2. destroy greenery (including climbing on palm trees, collecting flowers);
- 5.3. dirt the bath and swimming pool areas (for example, urine and other body fluids released in the water, rinsing glasses, washing cosmetic masks, etc.);
- 5.4. bring animals;
- 5.5. spit on the ground or in the pool water;
- 5.6. chew gum;
- 5.7. walk barefoot in front of the lockers;
- 5.8. access with the street clothing or footwear to the showers;
- 5.9. shave or dye hair ;
- 5.10. do pedicure or manicure outside specially designated areas of cosmetic treatment;

## **6. UNWANTED BEHAVIOR**

- 6.1. behave in the way discriminating other Guests (including racism, anti-Semitism, xenophobia or homophobia);
- 6.2. behave in the way that may cause embarrassment to other users, particularly perform sexual intercourse or other sexual activities and other actions that may be treated as indecent behavior in the meaning of the Code of Petty Offences;
- 6.3. violate instructions of using the attractions or equipment, as well as the terms and conditions of the Zones;
- 6.4. conduct any types of commercial activity at the Water Park, without a written consent of the Administrator, including selling, advertising, soliciting or conducting any services, in particular workouts, classes or lessons, selling goods;

## **7. SMARTPHONES, CAMERAS ETC.**

- 7.1. the use of slides with any kind of accessories (watches, jewelry, ornaments, electronic equipment, cameras including GoPro);
- 7.2. the use of mobile telephones in a way that disturbs others (for example, loud speaking or taking photographs of other people without their permission);

- 7.3. the use of mobile phones, tablets and other similar devices in the pool, on the slides or in the Saunaria Zone;
- 7.4. the use of camcorders, cameras or recording devices in the pool or on the slides;
- 7.5. perform professional photographing or filming without the written consent of the Operator;
- 7.6. make video recordings or photographs of other Guests or Staff without their consent or for any other purposes than private;
- 7.7. record images and sounds in the Saunaria Zone;
- 7.8. fly drones flights and other unmanned aerial vehicles or do other similar activities over the area owned by the Operator.

**Violation of any of the above provisions may result in the necessity to leave the Water Park by the breaching Guest.**