

REGULATIONS FOR THE PURCHASE AND USE OF VOUCHERS IN SUNTAGO WATER PARK

in force from December 21, 2023

1. DEFINITIONS

The capitalized terms used in these Regulations for the purchase and use of Vouchers in the SUNTAGO Water Park mean:

Suntago Card – Suntago annual card from the current offer of the Water Park, which can be purchased with the Card Voucher;

Client – Consumer or Entrepreneur purchasing the Voucher;

Consumer – a natural person who buys a Voucher for purposes that are not directly related to its business or professional activity; A Consumer is also a natural person running a business who concludes a contract directly related to his business, if the content of this contract shows that it does not have a professional nature for him, resulting in particular from the subject of his business, made available on the basis of provisions on the Central Register and Information on Economic Activity (*Centralna Ewidencja i Informacja o Działalności Gospodarczej*);

Amount Limit – means the limit of value expressed in Polish zlotys (PLN) indicated on the Cash Voucher constituting the maximum value of Services that the Voucher Holder may realize on the basis of the Amount Voucher in accordance with the current offer of the Water Park;

Water Park – Suntago water park run by the Seller in Wręcza at ul. Nowy Świat 1;

Voucher Holder – a Client or a person to whom the Client provided the Voucher;

Entrepreneur – a natural person, a legal person or an organizational unit that is not a legal person, to which a separate act grants legal capacity, carrying out economic activity;

Regulations – these regulations for the purchase and use of Vouchers in the Suntago Water Park;

Regulations for Annual Cards – Regulations for Suntago Annual Cards;

Internet Sales System - the Seller's website available at: <https://www.parkofpoland.com>;

Seller – Global Parks Poland sp. z o.o. with its registered seat in Warsaw (02-768) at ul. Fosa 41/11, entered into the register of entrepreneurs kept by the District Court for the City of Warsaw, XII Commercial Division of the National Court Register, under KRS number, KRS: 0000335329, NIP number: 7010192128, with the share capital in the amount of 500 000 PLN;

Service – any service offered by the Water Park that can be paid for using a Voucher;

Voucher – Amount Voucher or Card Voucher;

Amount Voucher – uniquely marked and issued as a result of a sale transaction between the Client and the Seller, a document entitling to a non-cash purchase of a Service or Services, up to the amount limit (value limit) indicated on this document;

Card Voucher – uniquely marked and issued as a result of a sales transaction between the Customer and the Seller, a document entitling to cashless settlement of the price of the Suntago Card or part thereof in the case referred to in Section 6.4.

2. CONDITIONS OF PURCHASE OF VOUCHERS

- 2.1.** The Seller sells Vouchers via Internet Sales System.
- 2.2.** Detailed rules for the purchase of Vouchers via Internet Sales System are set out in these Regulations.
- 2.3.** In order to purchase a Voucher via Internet Sales System, the Client should go to the website <https://www.parkofpoland.com> and then select the type of Voucher, the number of Vouchers to be ordered and the amount (in the case of Amount Vouchers) or the type of Suntago Card (in the case of Card Voucher), and make the specification of the Voucher by taking subsequent steps based on the messages displayed to the Customer and the information available on the Website.
- 2.4.** The minimum amount of the Voucher is PLN 25 (twenty-five zlotys).
- 2.5.** The Card Voucher only covers the Suntago Card from the current offer of the Water Park.
- 2.6.** Payment for the Voucher purchased via the Internet Sales System is made by the Client via an external electronic payment system, immediately after the Client is redirected by the Internet Sales System to this payment system.
- 2.7.** The Voucher is issued after the Customer's full payment is credited to the Seller's bank account.
- 2.8.** Voucher purchased via the Internet Sales System is sent: (i) in electronic form to an e-mail address provided by the Client - immediately after its issuance; or (ii) in a paper or plastic form to the delivery address indicated by the Client - immediately, no later than 14 days from the date of its issuance. The delivery of Vouchers in a paper or plastic form takes place only on the territory of Poland.
- 2.9.** Detailed information on the delivery methods offered by the Seller and their prices can be found on the Internet Sales System.
- 2.10.** Each Voucher is recorded by the Seller by assigning an individual Voucher number.
- 2.11.** The sale of a Voucher via the Internet Sale System is documented with an invoice or a note depending on the type of the Voucher. The Card Voucher is documented by a VAT invoice and the Amount Voucher by a note, which are sent to the Customer electronically.
- 2.12.** The Client is obligated to inform the person to whom it transfers the Voucher about the contents of these Regulations, as well as the contents of the Regulations of Suntago Cards in the case of transferring the Card Voucher.

3. VALIDITY OF THE VOUCHER

- 3.1.** The Voucher is valid for 12 months from the date of its issuance, subject to the rules for its use described in these Regulations, in particular in point 4 (*General rules of using the Vouchers*), **Błąd! Nie można odnaleźć źródła odwołania.** (*Detailed rules of using the Amount Vouchers*) and **Błąd! Nie można odnaleźć źródła odwołania.** (*Detailed rules of using the Card Vouchers*).
- 3.2.** After the expiry date of the Voucher, the Voucher Holder cannot redeem it, in particular the Seller will not refund the funds accumulated on the Voucher.

- 3.3.** The Seller does not issue duplicates for lost or damaged Vouchers, unless the Client enables the Seller to effectively identify the Voucher purchase transaction and the Voucher has not already been used in full. For technical reasons, the only way of identification is for the Client to present the transaction number from an external electronic payment system (TPay), which is available, for example, on the payment confirmation of the Customer's bank. If the Client submits a request for a duplicate Voucher, the Seller will cancel the validity of the lost or damaged Voucher within 7 business days from the receipt by the Seller of the Client's request containing the TPay transaction number referred to above. The Customer makes the request in accordance with Section 7.2 below. Issuance of a duplicate Voucher will only be possible if: (i) the expiration date of the Voucher has not expired, and (ii) the lost/destroyed Voucher has not been fully used by the time of its effective cancellation by the Seller. A duplicate of the lost/destroyed Voucher will be issued for the amount remaining to be used on the date of issuance of the duplicate Voucher. The Seller is not responsible for the use of the Voucher by an unauthorized person during the cancellation process. If the loss or damage of the Voucher was not the fault of the Seller, an administrative fee of PLN 25 and the cost of shipping (if applicable) will be charged for the issuance of a duplicate Voucher.

4. GENERAL RULES OF USING THE VOUCHERS

- 4.1.** The basis for the use of the Voucher is the code on it. Therefore, the Voucher Holder is obligated to protect the code and not to make it publicly available in any way. Since Vouchers are not marked by name, the Seller does not verify whether the person using the Voucher is the Client or a person authorized by the Client to use the Voucher and is not responsible for the use of the Voucher by an unauthorized person.
- 4.2.** The Voucher cannot be exchanged for cash.
- 4.3.** The Seller has the right to refuse to redeem the Voucher when: (i) the validity period of the Voucher has expired; (ii) the Voucher has been damaged in a way that makes it impossible to read the data stored on the Voucher unless the damage to the Voucher is a fault of the Seller.

5. DETAILED RULES OF USING THE AMOUNT VOUCHERS

- 5.1.** The Voucher Holder may redeem the Amount Voucher only by presenting it at the ticket office in the Water Park.
- 5.2.** The Voucher Holder may independently select the Services to use at the Water Park up to the Amount Limit.
- 5.3.** The Voucher Holder may redeem the Amount Voucher on all days when the Water Park is open, at any time during the validity period of the Amount Voucher.
- 5.4.** Having a valid Amount Voucher does not guarantee the possibility of entering the Water Park on a selected day, which means that the Voucher Holder must take into account the possibility of closing the Water Park, including for important reasons (e.g. technical), as well as the limits for entering the Water Park on a given day, including those caused by restrictions on the number of people staying in the Water Park due to the legal regulations in force at a given time. Before visiting the Water Park, the Voucher Holder should check on the website <https://www.parkofpoland.com> whether the Water Park is open on a given day.
- 5.5.** The Amount Voucher can be used multiple times during its validity period, until the Amount Limit is used. If the value of the Service that the Voucher Holder intends to use is lower than the funds available on the Amount Voucher, the Voucher Holder is not entitled to receive the rest in cash. If the value of the Service that the Voucher Holder intends to use is higher than

the funds available on the Amount Voucher, the Voucher Holder is obligated to pay the difference in price in cash or by payment card at the ticket office in the Water Park.

5.6. The Amount Voucher, which amount has already been used in full, cannot be redeemed again by the Water Park.

5.7. The Voucher Holder may at any time check the amount of funds available on the Amount Voucher, using the functionality of the Internet Sales System for this purpose.

6. DETAILED RULES OF USING THE CARD VOUCHERS

6.1. The Voucher Holder may redeem the Card Voucher only through the Internet Sales System by ordering a Suntago Card in accordance with the provisions of the Regulations for Annual Cards.

6.2. When redeeming a Card Voucher, when ordering a Suntago Card, the Voucher Holder may select either the Suntago Card for which the Card Voucher was issued or another Suntago Card according to the table below:

Card Voucher:	The Voucher Holder can choose a Suntago Card:			
	J	J+	Relax	Relax+
J	YES	YES	YES	YES
J+		YES	YES	YES
Relax			YES	YES
Relax+				YES

6.3. To use the Card Voucher, after selecting the Suntago Card and adding it to the shopping cart, the Voucher Holder should enter the code appearing on the Amount Voucher in the "You have a promotional code" field and complete the order.

6.4. If a Suntago Card other than the Suntago Card for which the Card Voucher was issued is selected, the Voucher Holder is required to pay a surcharge for the difference in price between the selected Suntago Card and the Suntago Card for which the Card Voucher was issued. The surcharge is made through an external electronic payment system when placing the order.

7. WARRANTY AND COMPLAINTS

7.1. The Seller is obliged to provide the Client with a Voucher without defects.

7.2. All complaints related to the purchase and use of the Voucher should be submitted:

7.2.1. in writing to the Seller's address: ul. Nowy Świat 1, 96 - 300 Wręcza,

7.2.2. via e-mail to the following address: kontakt@parkopoland.com.

7.3. Only Consumers are entitled to the Consumer's warranty rights. In the case of Clients who are not Consumers, the rights under the warranty are excluded to the fullest extent permitted by the provisions of Polish law.

7.4. The complaint will be considered within 14 days from the date of its receipt by the Seller.

8. WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER

- 8.1.** A Consumer who has concluded a Voucher contract via the Internet Sales System may withdraw from it without giving any reason within 14 days from the issuance of the Voucher by submitting an appropriate declaration of withdrawal to the Seller. The declaration may (but does not have to) be submitted using the form attached as Appendix 1 to the Regulations. The declaration should contain data enabling the identification of the sale transaction (e.g. TPay transaction number or the number of the debit note issued by the Seller in connection with the sale).
- 8.2.** The Consumer submits the declaration of withdrawal:
- 8.2.1. by post or courier sent to the following address of the Seller: ul. Nowy Świat 1, 96-300 Wręcza; or
- 8.2.2. via e-mail sent to the e-mail address: kontakt@parkofpoland.com.
- 8.3.** If the declaration of withdrawal is submitted by e-mail, the Seller immediately confirms receipt of information about the withdrawal by e-mail sent to the Consumer's address provided in the declaration.
- 8.4.** To meet the 14-days deadline indicated above, it is sufficient for the Consumer to send a declaration of withdrawal from the Voucher contract before the expiry of this period in any way indicated in point 8.3 above.
- 8.5.** The Consumer is obliged to immediately, and in any case not later than 14 days from the date on which he informed the Seller about the withdrawal from the Voucher contract, return the Voucher by sending it to the address indicated in point 8.2 of the Regulations, depending on whether the Voucher is in a paper or electronic form. This deadline is met if the Consumer sends the Voucher back before the expiry of the 14-day period. The costs of returning the Voucher in connection with the withdrawal from the Voucher contract are borne by the Consumer.
- 8.6.** After receiving the returned Voucher, the Seller immediately confirms its receipt by e-mail sent to the Consumer's address provided in the declaration and deactivates the Voucher.
- 8.7.** Subject to the provisions of points 8.8 - 8.9 below, the Seller shall immediately return to the Consumer, i.e. not later than within 14 days from the date of receipt by the Seller of the Voucher, all payments made by the Consumer, including the costs of delivering the Voucher, with the exception of additional costs resulting from the selected by the Consumer a method of delivery other than the cheapest, standard delivery method offered by the Seller.
- 8.8.** The Seller will return the payment by bank transfer to the bank account indicated by the Consumer.
- 8.9.** In a situation where the Voucher has been redeemed in whole or in part until the deadline for withdrawal has expired, the Seller is not obliged to refund the Consumer the amount equivalent to the value of the Voucher that has been used.
- 8.10.** By withdrawing from the Voucher contract, the Consumer undertakes that until the Seller confirms the deactivation of the Voucher, neither the Consumer nor the person to whom the Consumer provided the Voucher, nor any other person, will use the Voucher. If, in the period between the submission of the declaration of withdrawal from the Voucher agreement and the deactivation of the Voucher, the Voucher has been used, the Seller will be released from the obligation to refund to the Consumer the amount paid for issuing the Voucher to the extent that the Voucher has been used.

9. SELLER'S LIABILITY

- 9.1.** With regard to sales contracts concluded between the Seller and Clients who are not Consumers, the Seller shall be liable only in the event of deliberate damage and within the limits of actual losses incurred by the Client who is not a Consumer.
- 9.2.** The Seller does not provide the Clients with a guarantee for Vouchers and does not provide after-sales services. The Seller is not a party to the code of good practice referred to in art. 2 point 5 of the Act of August 23, 2007 on counteracting unfair market practices and the manner of becoming acquainted with them.

10. DISPUTE RESOLUTION

- 10.1.** The Seller informs Consumers that there are possibilities of using out-of-court complaint and redress procedures. Their use is voluntary and may only take place if both parties to the dispute agree to it.
- 10.2.** The Consumer may request the initiation of proceedings for the out-of-court resolution of consumer disputes regarding the concluded contract for the sale of the Voucher to the Trade Inspection, in accordance with art. 36 of the Act of December 15, 2000 on the Trade Inspection.
- 10.3.** The consumer may also apply for a dispute regarding the concluded Voucher sale contract to be examined by a permanent arbitration court operating at the appropriate voivodeship inspectorate of the Trade Inspection, in accordance with art. 37 of the Act of December 15, 2000 on the Trade Inspection.
- 10.4.** The European Commission also provides a platform for online dispute resolution between Consumers and entrepreneurs (ODR platform). It is available at: <http://ec.europa.eu/consumers/odr/>.
- 10.5.** Detailed information on the settlement of consumer disputes, including the possibility for the Consumer to use extrajudicial means of dealing with complaints, redress, and the rules of access to these procedures are available at the offices and on the websites of the provincial inspectorates of the Trade Inspection and at the Internet address: https://uokik.gov.pl/spory_konsumenckie.php.

11. FINAL PROVISIONS

- 11.1.** Contact with the Seller is possible by e-mail: kontakt@parkofpoland.com and phone number: +48 22 122 02 88.
- 11.2.** The invalidity or unlawfulness of any of the provisions of the Regulations will not affect the other provisions of the Regulations.
- 11.3.** The Regulations are subject to the provisions of Polish law.
- 11.4.** Any disputes with Consumers arising from the application, performance or interpretation of the Regulations will be settled by the competent common courts of the Republic of Poland. Any disputes with Clients other than Consumers arising from the application, performance or interpretation of the Regulations will be settled by a common court competent for the seat of the Seller.
- 11.5.** The content of the Regulations and other regulations in force in the Water Park are available on the Internet Sales System.
- 11.6.** The Seller reserves the right to issue and, including sell other types of vouchers and on terms other than those specified in the Regulations, regulated in other documents.

- 11.7.** For the avoidance of doubt, these Regulations apply only to Vouchers purchased by Clients in sales transactions via the Internet Sales System and at the Water Park ticket offices (does not apply to, among others, promotional vouchers or issued on terms other than those specified in the Regulations).

APPENDIX 1

WITHDRAWAL FROM THE CONTRACT - FORM

Date

Name and surname

Address

“Global Parks Poland” sp. z o.o.
ul. Nowy Świat 1; 96-300 Wręcza
with the annotation "WITHDRAWAL"

THE DECLARATION OF WITHDRAWAL

(THIS FORM SHOULD BE COMPLETED AND SENT ONLY IF YOU WANT TO WITHDRAW FROM THE AGREEMENT)

I hereby inform about my withdrawal from the sales contract of the following Voucher:

Voucher Number:	
Date of conclusion of the contract (purchase):	
TPay transaction number or the number of the accounting note issued by the Seller in connection with the sale:	
Bank account number for reimbursement:	

Consumer's signature

(only if the form is sent in paper version)