

Online ticket sales regulations

Regulations in force from [●] 2021

I. General provisions

1. Internet Sales System is kept by Global Parks Poland Sp. z o.o. entered into the register of entrepreneurs kept by the District Court for the City of Warsaw, under KRS number: 0000335329, NIP: 701-019-21-28, address: Fosa 41/11, 02-768 Warszawa, by means of the internet website www.parkofpoland.com.
2. These Regulations define the types and scope of services rendered online by the Internet Sales System, rules of rendering the services, terms and conditions for concluding and terminating contracts on provision of online services, as well as the complaint procedure.
3. The Regulations are drawn up in Polish language version and they constitute the template of a distance contract, in line with binding provisions of Polish law. Content of the Regulations, if the Buyer purchases a ticket online, constitutes content of a Contract concluded between the Parties.
4. To process an Order placed by the Customer by means of the Internet Sales System it is necessary for the Customer to read the Regulations and accept their provisions while placing the Order.
5. To enable the Customer to refer to the content of the Regulations, if necessary, the Regulations are provided free of charge by means of the internet service allowing for reading, reproducing, recording and printing the content of the Regulations.
6. These Regulations constitute regulations in line with provisions of art. 8 section 1 item 1 of the act as of 18 July 2002 on Provision of Electronic Services (Journal of Laws 2020, item 344, uniform text dated 3.03.2020).
7. Each Customer, upon taking steps to use the services of the Internet Sales System, is obliged to comply with the provisions of the Regulations.
8. The Seller reserves the right to finish ticket sales on a given day via the Internet Sales System if the maximum number of tickets ensuring the safe stay of guests in the Water Park has been sold on that day or in other cases identified by the Seller.

II. Definitions

Order Form – a form available on the website www.parkofpoland.com, enabling the Customer to place an Order.

Internet Sales System or **Services** – a set of IT devices, in particular software, enabling provision of electronic services and conclusion of distance contracts with the Seller, located on the Seller's website.

Internet Payment Service – the internet service www.tpay.com, owned by Krajowy Integrator Płatności Spółka Akcyjna, supervised by the Polish Financial Supervision Authority, entered into the register of payment services under the number IP27/2014, registered by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register KRS No. 0000412357, share capital: PLN 5,494,980.00 NIP 7773061579, REGON 300878437; Krajowy Integrator Płatności Spółka Akcyjna is the billing agent for the said system, which operates an authorization and settlement system under decision dated 4.11.2014 [***] and

renders payment services as national payment institution under the above-mentioned decision.

Consumer – a natural person with full legal capacity or limited legal capacity (acting with the consent of the legal guardian) who performs with the entrepreneur legal act not related directly to his professional or business activity.

Seller – Global Parks Poland Sp. z o.o. entered into the register of entrepreneurs kept by the District Court for the City of Warsaw, under KRS number: 0000335329, NIP: 701-019-21-28, address: Fosa 41/11, 02-768 Warszawa.

Customer – natural person (in particular consumer), legal person or an organizational entity with no legal personality, which the law grants legal capacity, using Electronic Service, which intends to conclude or has concluded a sales Contract with the Seller.

Account – the User's individual administrative panel, available after registration and logging in to the Internet Sales System, with a log in and password, used to conclude sales Contracts and collecting individual information about purchases made by the User in the Internet Sales System.

Newsletter – an electronic Service that allows the User to subscribe and receive to the e-mail address provided by the User, free of charge information from the Seller regarding Products available through the Internet Sales System.

Ticket – confirmation of conclusion of a contract to use the service with the Seller, within a specified period (which is indicated by the date on the Ticket), hours and opening dates of the facility. If there is no information about the number of people using the service, the Ticket authorizes only one person to use the service.

Water Park - Suntago Water Park – an indoor water park located in Węcza, Mszczonów municipality, Zyrardow district.

Product – the service of selling tickets to the Water Park available through the Internet Sales System.

Registration – the process of creating an Account by the User in the Internet Sales Service.

Regulations – these regulations for the sale of tickets, specifying the terms and conditions for the sale of entrance tickets to the Water Park.

Facility Regulations - regulations binding within the Water Park, available on [***].

User – any entity using the Internet Sales System.

Order – Customer's declaration of intent, aimed directly at conclusion of the sales Contract, specifying the number of people and the date.

Sales Contract – a contract for the sale of a ticket or additional products under the offer (if such option is provided on – line) concluded between the Customer and the Seller via the Internet Sales System.

Electronic Service – a service provided electronically by the Seller to the User via the Internet Sales System, consisting in the possibility of purchasing Tickets and the option to create a User account, as well as the possibility of subscribing to the Newsletter.

III. Registration

1. Registration in the Internet Sales System is voluntary and free of charge.
2. In order to Register in the Service, the User should fill in the registration form on the Service website, providing his true data.

3. In order to successfully complete the Registration process, the User is required to provide the following data:
 - a) Name and Surname,
 - b) e-mail address,
 - c) password.
4. Optionally, when registering, you may grant your consent to receive the Newsletter informing the User about promotions and news on the website, which will be sent to the e-mail address provided at Registration.
5. After the User fills in the Registration form with required data, a User Account will be created.
6. If the User's data required at Registration change, the User is asked to update them in order to bring them to a true state.
7. In case the User's data required at Registration change after the Registration, the User is requested to update them.

IV. Types, scope and terms of providing electronic services

1. The Seller makes it possible by means of the Internet Sales System to:
 - (a) become familiar with the Seller's offer,
 - (b) conclude sales Contracts,
 - (c) open and keep an Account, and
 - (d) use the Newsletter.
2. Electronic Services are provided to the Users by means of the Internet Sales System under the terms and conditions set out in the Regulations.
3. Provision of the electronic Services, referred to in this Chapter III item 1 (b) by the Seller is payable, and all the commissions and fees are included in the Ticket price.
4. Provision of the Electronic Services, referred to in this Chapter III item 1 (a), (c) and (d) by the Seller is free of charge.
5. The contract on provision of electronic Services consisting in maintaining an Account in the Internet Sales System and provision of the Newsletter Service is concluded for an indefinite period with the option for the User to resign from the said services at any time, with immediate effect.
6. The contract on provision of electronic service consisting in enabling placement of an Order by an appropriate form, is concluded for a definite period and it terminates when the Order is placed or the Customer ceases to place the Order.
7. The User is obliged to use the Internet Sales System in a manner consistent with the law and decency, while respecting personal rights and intellectual property rights of third parties. Users are prohibited from providing unlawful content. It is forbidden to use electronic Services in a manner that unlawfully interferes with operation of the Internet Sales System by using specific software or devices and by sending or posting non-commissioned commercial information in the Internet Sales System.
8. The User is obliged to enter data in line with the actual facts.

9. Purchase of Tickets by the Internet Sales System is possible provided the ICT system used by the Customer meets the following minimum technical requirements: (a) the Customer's end device is connected to the Internet, (b) the Customer has an active e-mail account, (c) the Customer's end device has software installed, in the form of a web browser, (d) the Customer has a printer for black and white printing or a telephone or mobile device (such as a smartphone, table, e-reader) that supports pdf files to later generate a Ticket purchased online.
10. The Internet Sales System allows to purchase not more than 14 Tickets for a given day at a single purchase. The Seller reserves the right to reduce the number of tickets available at a single purchase on specific dates.
11. To conclude a Contract on Sales of Tickets, it is necessary for the Customer to place an Order in advance, in the manner indicated by the Seller. The Customer is obliged to fill in required fields with necessary data to enable processing of the Order, as indicated in the Internet Sales System.
12. In order to place an Order it is necessary to select a Ticket/ Tickets available in the Internet Sales System, indicate the quantity, specific date on which the Ticket will be valid, indicate preferences as listed in the form, accept these Regulations, Privacy Policy and Facility Regulations, after taking subsequent technical actions, relevant information and messages will appear.
13. The Ticket price shown in the Internet Sales System is given in Polish zlotys (PLN) and it includes all components, in particular VAT, all commissions and fees. If several Tickets are ordered, prices of individual Tickets will be added together. The final price of the purchased Tickets and the total value of the Order is given in the summary of the Order, in the field "to be paid" and it will be visible before final confirmation of the transaction.
14. The Ticket price shown in the Internet Sales System is binding when the Customer places the Order. The price shall not change, regardless of changes in prices in the Internet Sales System, which may appear in relation to individual Products, after the Customer has placed an Order.
15. Orders may be placed directly via the website by means of the Order Form (www.parkofpoland.com) – 24 hours a day, throughout the year, provided that the Ticket may be purchased at the earliest on the following calendar day after the date on which the Order was placed.
16. The Ticket purchase process consists of the following stages, aimed at:
 - a) choosing the date / dates for which the Ticket is purchased,
 - b) choosing the scope of services to be made available to the Customer in the Water Park under the Ticket,
 - c) choosing the Ticket price option (if available in the Service),
 - d) choosing the number of Tickets,
 - e) providing Customer data: name, surname, phone number, e-mail address and other information displaced in the required fields,
 - f) choosing the payment method for the tickets: online transfer, payment cards or other indicated in the Service,
 - g) accepting the Regulations, Privacy Policy and the Regulations of the Facility,
 - h) placing an online Order by the Customer,

- i) making the payment for the Order via the Internet Payment System (for the process to be carried out correctly, it is necessary to accept the Regulations of the online payment system),
 - j) the Customer receiving confirmation of the transaction, sent to the e-mail address provided by the Customer at the purchase.
17. The Customer is obliged to verify correctness of entered personal and contact details and the compliance of information in the Order confirmation with the data provided in the placed Order. The Seller shall not be liable for any consequences of providing incorrect or untrue data by the Customer in the online Order Form or the Customer's failure to read the Regulations.
 18. The Order may be cancelled or modified only before confirmation of payment.
 19. The Order is made when the „Buy and pay” button is clicked. Until payment is confirmed, the selected tickets are in the public pool and may be purchased by another person.
 20. From the moment of being redirected to the Online Payment Service the Client has 10 minutes to successfully complete the transaction, which is recorded by the Internet Payment System. If the Internet Payment System does not register the payment by then, the order returns to the generally available pool of services, if the funds are received after this time, they will be automatically returned to the Customer within 7 business days.
 21. In order to purchase a Ticket (Tickets) covered by a given Order by means of the Internet Sales System it is necessary to make the payment indicated in the Order summary, consisting in the total price for the Ticket (Tickets) by online payment. The Internet Sales System provides for the following online payment options:
 - a) credit card,
 - b) internet transfer,
 - c) BLIK.
 22. Detailed information on the terms of payment and online transfers may be found in the T-Pay Regulations on the website www.tpay.com.
 23. VAT invoice for the purchased tickets is issued upon the Customer's request by selecting the option **I want an invoice** and providing the entrepreneur's data, including the tax identification number (NIP). If the option **I want an invoice** is not selected, an invoice without the tax identification number (NIP) will be issued. The invoice will be automatically sent to the e-mail address provided by the Customer.
 24. Information placed on the Internet Sales System website does not constitute an offer within the meaning of the law.
 25. The Seller may place advertisements on the website of the Internet Sales System.
 26. The Seller shall not be responsible for providing incorrect or untrue data by the Customer.

V. Tickets

Purchased Tickets are sent to the Customer by-mail, in pdf format (printed ticket, intended for self-printing by the Customer). The Customer shall print out the purchased ticket or present it on the screen of an electronic device to scan the QR code that is on the ticket, in the ticket office of the facility. Scanning the QR code shall be understood as use of the Ticket.

A Customer with a reduced ticket is obliged to present a valid discount document at the entrance

to the Water Park. In the absence of such a document, the reduced-price ticket loses its validity without possibility to enter the Water Park or return the ticket. In such a case, entry to the Water Park is possible only after payment of an additional fee to the full ticket price.

Ticket:

1. Ticket is sent to the e-mail address provided by the Customer at placement of the Order, after confirmation of the transaction by the payment operator of the payment method available in the Service.
2. The ticket should be presented at the Water Park's ticket offices.
3. An e-mail confirming the purchase of Tickets and a PDF file attached will be sent immediately after confirmation of the payment transaction. If the message is not in the main folder of the e-mail account, it is recommended to check the "SPAM" folder and other folders, and then to contact Water Park: e-mail: kontakt@parkofpoland.com.
4. The Ticket has a unique QR code which is the admission identifier. The Seller warns the Customer, and the Customer acknowledges NOT TO PROVIDE THE TICKET TO THIRD PARTIES, as the codes on the tickets are only valid at the first scan, any sharing of the tickets with third parties will invalidate the tickets and will be treated as an attempted fraud. The Seller reserves the right to refuse entry to the Water Park to all ticket holders with the same codes.
5. For security reasons, during the Ticket inspection, the Water Park employee may additionally ask to Customer to show an ID document to confirm the details provided at the purchase.
6. The ticket allows a one-time admission on the day specified on the ticket.
7. An illegible, damage ticket may be considered invalid by the Seller.

VI. Terms of terminating contracts on provision of electronic services

1. The User may, at any time, terminate the contract on provision of Electronic Service of a continuous and indefinite nature: i.e. by keeping an Account and using the Newsletter.
2. The User may, at any time, terminate with immediate effect an indefinite contract on provision of electronic Services with no need to state the reasons therefor, by sending a relevant statement by e-mail to the address: kontakt@parkofpoland.com, or in writing to the address: Park of Poland, Wręcza, ul. Nowy Świat 1.
3. The Seller may terminate an indefinite contract on provision of electronic Services if the Customer objectively or persistently violates the Regulations, and in particular, when the Customer provides unlawful content, after an ineffective, one-time call to stop, with an appropriate deadline. In such a case, the contract shall expire 7 days after submitting the declaration of intend to terminate the contract.
4. By mutual agreement of the parties, the service provider and the Customer may terminate the Contract on provision of electronic services at any time.
5. Termination of a contract on provision of electronic service concluded for indefinite period by the Service Provide of the Service Recipient does not affect the rights or benefits acquired by the Parties during the term of the Contract.

VII. Change of the Contract; Withdrawal from the contract

1. The Client is entitled to change the contract, by changing:

- the date of stay in the Water Park, or
- the Ticket type (all-day ticket, 4-hour ticket, 2-hour ticket), or
- the scope of rights arising from the Ticket (limiting or extending the Water Park zones to which the Client has access).

The right is granted if:

- a. the request to change the date and/or the Ticket type and/or the scope of rights related to the Ticket is submitted no later than till 8pm on the day preceding the Ticket validity date,
 - b. the date is changed – new date should be on a day falling within 3 months from the date of the originally planned Ticket validity, for any day, excluding days indicated under item I subitem 8 and the days when the Seller excluded possibility to use the Water Park or its parts,
 - c. the request is effectively made in the Service after logging in to the Account or without logging, after providing the Ticket number and the e-mail address that was used at placing the previous order, where in case of changing the Ticket type from 4-hour or 2-hour Ticket to an all-day Ticket or in case of extending the rights arising from the Ticket (extension to other zones of the Water Park), an additional payment needs to be made to settle the difference in the Ticket price, and additionally
 - d. in every case of change of the date and/or the Ticket type and/or the scope of rights related to the Ticket - payment of an additional fee of PLN 5 for each Ticket being the subject of the change, calculated towards operating and administrative costs of the said change, except for 0-3 years old kids.
 - e. the Client receives an e-mail confirmation of the change.
2. If, as a result of the change, referred to under item 1 hereinabove, the new price for the Ticket is lower than the price of the Ticket previously held by the Client, the difference in price will be refunded in the form of a voucher for purchase of services in the Water Park. The Voucher will be valid for a period of 12 months from the day when the difference in the Ticket price is refunded to the Client.
 3. Pursuant to provisions of Article 38 item 12 of the Act as of 30 May 2014 on consumer rights (Journal of Laws 2020.287 uniform text dated 21.02.2020) the customer is not entitled to withdraw from a contract concluded off-premises or at a distance in respect of contracts on provision of services related to leisure, entertainment events, sports or cultural activities if the contract indicates the day or period of the service provision.
 4. A Ticket purchased in the Service may not be returned, except in the event of the Seller closing the Water Park on the date on which the Ticket was to be used.
 5. In the event of return of the Ticket in the situation referred to in clause 3 herein above, the purchase costs for unused Tickets will be refunded. The refund will be made in the same way as used to purchase the Ticket.
 6. The Seller may terminate the contract but is obliged to indicate a valid reason. In such a case, the Seller shall immediately notify the Customer about the circumstances by sending a message to the e-mail address indicated in the Order Form, stating the information about the change of the date or refund. The funds will be returned immediately, however not later than within 7 days after informing the Customer thereof.

VIII. Complaints

1. The scope of the Seller's liability towards the Customer being a Consumer for non-compliance of the Product with the Sale Contract is defined in the Civil Code as of 23 April 1964 (Journal of Laws from 2020, item 1740, uniform text dated 8.10.2020).
2. Notification of the Product's non-compliance with the Sale Contract and submission of a relevant request (hereinafter referred to as „complaint notification”) may be made by e-mail to the address: kontakt@parkofpoland.com or in writing to the address: Global Parks Poland Sp. z o.o., ul. Fosa 41/11, 02-768 Warszawa.
3. The complaint notification shall contain the Customer's contact details and a description of the reasons for complaints.
4. The Seller will respond to the Customer's complaint immediately, however not later than within 14 days. The response to the complaint is sent to the e-mail address indicated by the Customer or in writing to the address indicated by the Customer. In the case of a complaint made by a Customer who is a consumer – failure to consider a complaint within the time limit of 14 days is understood as its acceptance.
5. Complaints related to provision of services by means of the Internet Payment System may be made by the Customer by e-mail to the address: kontakt@parkofpoland.com. The Seller's response to the complaint is sent to the Customer's e-mail address provided in the complaint.

IX. Disputes

1. Any disputes arising or related to provision of electronic services by the Seller under these Regulations, arising between the Seller and the Customer that is not a Consumer or in connection with a distance contract concluded between the said Parties shall be settled by court having jurisdiction over the Seller.
2. In the case of disputes with Consumer, it is possible to use extrajudicial means of dealing with complaints and seeking redress:
 - a) The Customer who is a Consumer has the right to use extrajudicial dispute resolution. In order to resolve a dispute amicably, the Consumer may, for example, file a complaint via the ODR internet platform (European platform for online dispute resolution);
 - b) The Customer who is a Consumer also has the right to use out-of-court dispute resolution, in particular, by submitting, after completion of the complaint procedure, an application to initiate mediation or an application for consideration of a case by an arbitrary court. The list of Permanent Consumer Arbitration Courts operating at Provincial Inspectorates of the Trade Inspection is also available on the website. The Consumer may also take advantage of free of charge assistance of powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection. Out-of-court dispute resolution, after completion of the complaint procedure, is free of charge.

X. Personal Data Protection

1. The Internet Sales System applies relevant technical and organizational measures to ensure protection of personal data being processed.
2. The administrator of the Users' personal data is Global Parks Poland Sp. z o.o. entered into the register of entrepreneurs kept by the District Court for the City of Warsaw, under KRS

number: 0000335329, NIP: 701-019-21-28, address: Fosa 41/11, 02-768 Warszawa („Administrator”).

3. The Customer’s personal data are processed with appropriate security measures, meeting requirements of Polish law, including provisions of the Regulation of the European Parliament and of the Council of the European Union 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data on the free flow of such data and repealing Directive 95/46/EC (GDPR).
4. Customer’s data are processed by the Administrator in line with provisions of the law for the following purposes:
 - a) to conclude a distance contract or to take action at the request of the data subject, in order to perform the contract (Article 6 section 1 letter b GDPR);
 - b) in order to fulfill legal obligations arising from general law binding on the Seller: including, for accounting, tax and complaint purposes, to provide information at the request of a state authority on the basis of special provisions, e.g. police, prosecutor’s office, court (Article 6 section 1 letter c GDPR);
 - c) possible determination, investigation or defense against claims of the persons being the data subjects.
5. The Seller informs that the Customer has the right:
 - a) to request the Administrator to be granted access to the personal data concerning the data subject, rectification, deletion or limitation of processing or the right to object to the processing or transfer the data;
 - b) if the processing is based on a statement of consent, the person granting such a consent shall have the right to withdraw the consent at any time;
6. Personal data is stored for no longer than it is necessary to achieve the purpose defined in section 4 hereinabove.
7. Any further information on data processing can be found in the Privacy Policy available on https://parkofpoland.com/docs/polityka_prywatnosci_22012020.pdf.

XI. „Cookies”

The Internet Sale System uses „cookies”. The cookies contain information necessary for proper functioning of the Internet Sales System. The content of „cookies” does not allow Customer identification. Personal data is not processed or stored using “cookies”.

Any further information on “cookies” can be found in the Cookies Policy

XII. Final Provisions

1. Contract concluded via the Internet Sales System are concluded in line with Polish law.
2. Recognition of individual provisions of these Regulations in a manner prescribed by law as invalid or ineffective shall not affect the validity or effectiveness of the remaining provisions of the Regulations. Instead of the invalid provisions, there shall be applied a rule that is the closest to the purposes of the invalid provision of the Regulations.
3. In the matters not covered by these Regulations, provisions in force within the territory of the Republic of Poland shall apply, in particular:

- a) the Act on provision of electronic services as of July 18, 2002 (Journal of Laws 2002 item 344, uniform text of 3.03.2020),
 - b) the Act on consumer rights as of May 30, 2014 (Journal of Laws 2014, uniform text of 21.02.2020),
 - c) the Civil Code Act as of April 23, 1964 (Journal of Laws 2020, item 1740, uniform text of 8.10.2020).
4. The Seller may amend the Regulations. Amendments to the Regulations apply from the moment they are indicated and placed on www.parkofpoland.com. The previous Regulations shall apply to contracts concluded before amending the Regulations (in force at the time of conclusion of the contract, therefore, the amendments to the Regulations shall not apply to contracts that were previously concluded).