

**SUNTAGO UNLIMITED CARD REGULATIONS****1. INTRODUCTION**

- 1.1. These regulations (the "**Regulations**") apply to all Suntago unlimited cards that are issued by the Operator i.e., Unlimited Relax, Unlimited Relax+, Unlimited J, Unlimited J+ cards (collectively "**Suntago Cards**", and individually "**Suntago Card**"). During the process of ordering a Suntago Card, you will be required to confirm that you agree to be bound by the Regulations and the Regulations for Online Services in case the sale is made via the Website. Please read the Regulations carefully and make sure you understand them before placing your order.
- 1.2. We recommend printing the Regulations and the aforementioned Regulations for Online Services and keeping them for future reference.

**2. DEFINITIONS**

- 2.1. In these Regulations, the following terms shall have the following meanings:

<b>"Account"</b>	means an individual online account of the Card User, where the data of a registered and logged-in Card User is collected. The terms and conditions of the service for access and use of the Account are set out in detail in the Regulations for Online Services;
<b>"Agreement"</b>	means an agreement between you and the Operator for the use of the Suntago Card whereby the Card User is granted the right of admission to the Water Park during the Validity Period on the terms and conditions set out in the Agreement, of which these Regulations are a part;
<b>"Card User"</b>	means the person indicated on the Suntago Card;
<b>"Justified Cause"</b>	means a situation in which the Card User is unable to use its Suntago Card continuously for a period of 2 (two) calendar months for health reasons or due to moving permanently outside Poland;
<b>"Minor Child"</b>	means a person who does not have full legal capacity, on behalf of whom a legal guardian acts;
<b>"Operator" or "Suntago"</b>	means Global Parks Poland sp. z o.o. with its registered office in Warsaw (address: ul. Fosa 41/11; 02-768, Warsaw), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number: 0000335329, NIP: 7010192128;
<b>"Privacy Policy"</b>	means the privacy protection rules (Privacy Policy) adopted by the Operator, available at <a href="https://parkofpoland.com/en/terms">https://parkofpoland.com/en/terms</a> ;
<b>"Regulations"</b>	means these Regulations;
<b>"Regulations for Online Services"</b>	mean the Online ticket sales regulations available at <a href="http://www.parkofpoland.com/en/terms">www.parkofpoland.com/en/terms</a> ;

<b>“Suntago Business Day”</b>	means days from Monday to Friday excluding public holidays and other special days designated as such in the Suntago Card calendar available at <a href="http://www.parkofpoland.com/en/info/unlimited-card/">www.parkofpoland.com/en/info/unlimited-card/</a> ; there shall be no less than 160 Suntago Business Days during the Validity Period;
<b>“Suntago Card”</b>	means a plastic card with an individual electronic chip enabling the Card User to enter the Water Park and, in case of Unlimited Relax and Unlimited Relax+ cards, also to enter and use the Car Park during the Validity Period in accordance with the Regulations;
<b>“Suntago Regulations”</b>	means the general Regulations of Suntago Water Park, available at <a href="http://www.parkofpoland.com/en/terms">www.parkofpoland.com/en/terms</a> ;
<b>“Validity Period”</b>	means a period of 1 (one) year from the date of activation of the respective Suntago Card;
<b>“Water Park” or “Park”</b>	means the Suntago Water Park located in Wręcza, ul. Nowy Świat 1, 96-300 Wręcza;
<b>“Website”</b>	means the website available at <a href="http://www.parkofpoland.com">www.parkofpoland.com</a> administered by the Operator;
<b>“Withdrawal Period”</b>	means the period commencing, depending on the selected delivery method, on the day of delivery of the Suntago Card or on the day of receiving confirmation that the Suntago Card is available for collection from the Water Park, and ending after 14 (fourteen) days, depending on the selected delivery method, following the date of delivery of the Suntago Card or the date of receipt of the e-mail confirming that the Suntago Card is available for collection (including the date of delivery or receipt of that e-mail);
<b>“You” or “Purchaser” or “Orderer”</b>	means the person concluding the Agreement;
<b>“Zone”</b>	means the Jamango Zone, the Relax Zone or the Saunaria Zone in the Water Park, respectively.

### **3. ORDERING A SUNTAGO CARD**

- 3.1. The Suntago Card can be ordered on the Website by following the instructions displayed by the Website.
- 3.2. When placing an order, you will be required to provide certain Card User’s details which will be used to identify you correctly, i.e., name and surname, date of birth, and mailing address.
- 3.3. When placing an order, you must provide a current photograph of the Card User's face that meets the technical requirements indicated on the Website and upload it in accordance with the instructions shown there. The photo will be placed on the Suntago Card and will be used to identify the Card User and prevent fraud.
- 3.4. The Orderer is responsible for the correct uploading of a valid photograph of the Card User's face. Uploading a photo in contravention of instructions, in particular when on the basis of the photo the Water Park staff will not be able to identify the Card User, may prevent the Card

User from entering the Water Park and result in the need to issue a duplicate Suntago Card with a new photo for an additional administrative fee of PLN 50. It is not possible to issue a Suntago Card without a photo.

- 3.5. The Agreement between you and the Operator is concluded when you receive an e-mail confirming your order, while the provision of services under the Agreement begins when the Card is delivered, or you receive an e-mail confirming that it can be collected according to the delivery method you have chosen.
- 3.6. By ordering the Suntago Card you confirm that:
- (i) you are over the age of 18 and have full legal capacity, or
  - (ii) you are over the age of 16 and have full legal capacity or limited legal capacity, but you are acting with the consent of a parent or legal guardian and have obtained their consent to undertake activities related to the conclusion of the Agreement, making payments and submitting representations and consents in accordance with the Regulations and Privacy Policy; and
  - (iii) you agree and undertake to pay the full annual fee for the selected Suntago Card in accordance with the price list valid on the date of placing the order, which is available at <https://parkofpoland.com/en/info/unlimited-card>.
- 3.7. By ordering the Suntago Card you accept that you will not be entitled to a refund of the annual fee for using the Suntago Card, which is payable in advance, unless you withdraw from the contract in accordance with Clause 7 (*Right to withdraw*) or you terminate it in accordance with Clause 14.1 (*Termination of the Agreement due to Justified Cause*).
- 3.8. If, when ordering the Suntago Card, you indicate that another person will be the Card User, you agree that the right of withdrawal or termination will require the consent of that person expressed in writing or in a document form.

#### **4. DELIVERY AND ORDER PROCESSING**

- 4.1. In particular, the Operator offers the following methods of delivery of the Suntago Card: (i) courier delivery; or (ii) personal collection at the Water Park ticket offices.
- 4.2. The Operator offers delivery of Suntago Cards exclusively on the territory of Poland.
- 4.3. The order is completed immediately, no later than within 7 (seven) days following the date of concluding the Agreement specified in the Clause 3.5 and the delivery time.
- 4.4. Detailed information on the delivery methods offered by the Operator and their prices can be found at <https://parkofpoland.com/en/info/unlimited-card>.

#### **5. SUNTAGO CARD ACTIVATION**

- 5.1. You have 14 (fourteen) days to activate your Suntago Card, i.e., to determine the first day of the Validity Period applicable to it. The period of 14 (fourteen) days for activation runs from the date of delivery of the Suntago Card or receipt of an email confirming the possibility of collecting it in the Park (depending on the selected delivery method).
- 5.2. The Suntago Card is activated by the Card User at the Water Park ticket office during the first visit, subject to Clause 5.3.
- 5.3. If the Card User does not activate his/her Suntago Card within 14 (fourteen) days referred to in Clause 5.1, the Operator will automatically activate it on the 14th day after the Suntago Card is delivered or the Card User receives an e-mail confirming the possibility of collecting it

in the Park (depending on the selected delivery method). You will be informed about the activation of the Suntago Card by an e-mail sent to the address provided when ordering the Suntago Card.

## **6. AGREEMENT**

- 6.1. The Agreement consists of your order, the Regulations, and the price list in force on the date of placing your order.
- 6.2. The services provided by the Operator are subject to the Privacy Policy, available at [www.parkofpoland.com/en/terms](http://www.parkofpoland.com/en/terms), which explains in detail how we collect information about you; how we use the information we collect; how you can let us know if you prefer to limit the use of that information.
- 6.3. The Agreement is concluded with the Operator for a definite period and automatically expires after the end of the Validity Period.
- 6.4. The Agreement does not automatically extend after the expiry of the Validity Period. In addition, the Operator does not guarantee the Purchaser of the Suntago Card or the Card User the possibility of extending it for a further period after the expiry of the Validity Period.
- 6.5. The Agreement shall be concluded in Polish. Even if the text of the Agreement, including these Regulations, is translated into another language, the Polish language version shall remain binding.

## **7. RIGHT TO WITHDRAW**

- 7.1. You may withdraw from the Agreement at any time before the end of the Withdrawal Period. If you wish to use your Suntago Card during the Withdrawal Period, it is possible to do so (as your Suntago Unlimited membership commences at the time referred to in Clause 3.5), nevertheless, if you subsequently withdraw from the Agreement during the Withdrawal Period, you will be charged the total price of the Water Park tickets used by the Card User under the Suntago Unlimited programme (i.e. the price you would have had to pay if the tickets had been purchased at the prices in force at the Water Park at the time of their issue). If you make multiple visits to the Water Park during the Withdrawal Period using your Suntago Card, the cost of the tickets may exceed the fee paid for your Suntago Card.
- 7.2. To withdraw from the Agreement, a statement of withdrawal from the Agreement must be sent to the Operator within the Withdrawal Period. The statement may (but does not have to) be submitted using the form attached as Appendix 1 to the Regulations.
- 7.3. If the Orderer is not the Card User, and the Suntago Card has been transferred to the Card User, the Orderer may withdraw from the Agreement only with the Card User's consent.
- 7.4. You must submit your statement of withdrawal from the Agreement:
  - (i) by post or courier service sent to the following address of the Operator: Global Parks Poland sp. z o.o., ul. Nowy Świat 1, 96-300 Wręcza; or
  - (ii) by e-mail sent to: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com).
- 7.5. If the statement of withdrawal is submitted by e-mail, the Operator shall immediately confirm receipt of the notice of withdrawal by e-mail sent to your address provided in the statement.
- 7.6. To comply with the Withdrawal Period, it shall be sufficient for you to send your notice of withdrawal before the end of the Withdrawal Period by any of the means indicated in Clause 7.3 above.

- 7.7. If you withdraw from the Agreement, such an Agreement shall be deemed not to have been concluded. You are obligated to return the Suntago Card to the Operator immediately, and in any case no later than 14 (fourteen) days following the date on which you have informed us (the Operator) of your withdrawal from the Agreement, by sending it back to the address: Global Parks Poland sp. z o.o., ul. Nowy Świat 1, 96-300 Wręcza. This deadline is met if you send back the Suntago Card before the expiry of the 14-day period. You shall bear the costs of returning the Suntago Card in connection with the withdrawal from the Agreement.
- 7.8. You shall receive a refund of the fee paid for the Suntago Card, including the costs of delivery of the Suntago Card, except for the additional costs resulting from the delivery method chosen by you, other than the cheapest ordinary delivery method offered by the Operator, immediately, no later than 14 (fourteen) days following the date of receipt by the Operator of the returned Suntago Card. The Operator shall be entitled to deduct its claims under Clause 7.1 with the returned payment.
- 7.9. The Operator will refund the payment by bank transfer to the bank account indicated by you in your statement of withdrawal.
- 7.10. In the event of termination of the Agreement, the Card User will continue to have an Account. To close the Account after termination of the Agreement, please follow the rules set out in the Regulations for Online Services.

## 8. SUNTAGO CARD TYPES

- 8.1. The Operator offers 4 (four) types of Suntago Cards, which include a different range of benefits and, depending on the age of the Card User, access to different Zones in the Water Park:
- (i) **Suntago UNLIMITED Relax+ Card** entitles the Card User who is 16 years of age or older to: (a) access the Water Park to the Relax Zone and Jamango Zone on at least 350 days in the Validity Period (i.e. at least 350 days out of 365 days), during the regular opening hours of the Park, and (b) use the external car park at the Water Park without having to pay any fees;
  - (ii) **Suntago UNLIMITED Relax Card** entitles the Card User who is 16 years of age or older to: (a) access the Water Park to the Relax Zone and Jamango Zone on at least 160 days (i.e. Suntago Business Days) in the Validity Period, during the regular opening hours of the Park (a special calendar with Suntago Business Days is available at [www.parkofpoland.com](http://www.parkofpoland.com)), and (b) use the external car park at the Water Park without having to pay any fees;
  - (iii) **Suntago UNLIMITED J+ Card** entitles the Card User who is under 16 years of age to access the Water Park to the Jamango Zone on at least 350 days in the Validity Period (i.e., at least 350 days out of 365 days), during the regular opening hours of the Park;
  - (iv) **Suntago UNLIMITED J Card** entitles the Card User, who is under 16 years of age, to access the Water Park to the Jamango Zone on at least 160 days (i.e., Suntago Business Days) in the Validity Period, during the regular opening hours of the Park (a special calendar with Suntago Business Days is available at [www.parkofpoland.com](http://www.parkofpoland.com)).
- 8.2. The opening hours of the Water Park, as well as the opening hours of its attractions, will change during the Validity Period. These changes are periodic for all guests to the Park and the Card User should check the current opening hours before going to the Water Park.

- 8.3. The Card User is obligated to document the right to the discount on the day of activation of the Suntago Card, i.e., present the Water Park Staff with a valid document with a photo confirming age or another valid document entitling to the discount.
- 8.4. The Suntago Card is valid (entitles you to enter the Water Park on the terms described in these Regulations) from the date of activation for the Validity Period unless the Agreement is terminated by you or the Operator in accordance with Clause 7 (*Right to withdraw*), Clause 13 (*Amending the Agreement*), Clause 14 (*Termination*) and Clause 15.2 (*Immediate Termination*). After the expiry of the Validity Period, the Suntago Card shall cease to be valid, and the Agreement shall automatically terminate unless the Card User and the Operator agree otherwise.
- 8.5. The Operator reserves the right to limit the number of Suntago Cards issued, as well as to cease concluding Agreements at any time.

## **9. TERMS OF USE OF SUNTAGO CARDS**

- 9.1. The Suntago Card may only be used by the Card User for whom it is issued.
- 9.2. Each entry to the Water Park on the basis of the Suntago Card requires: (i) presenting the Suntago Card to the Water Park staff at the ticket office by the Card User in order to scan the Card and verify its validity, (ii) presenting a valid identity document in order to verify the identity of the Card User, and (iii) receiving the transponder. The Card User should take care of the condition of the Suntago Card, in particular, the possibility of identifying the Card User based on the photograph on the Card.
- 9.3. The Suntago Card entitles the Card User (on condition that the Card User presents an identity document and collects, upon presentation of the Suntago Card, a transponder at the ticket office) to enter the Water Park for 1 (one) year from the date of card activation referred to in Clause 5 in accordance with the terms and conditions of the relevant Suntago Card, in particular the terms and conditions indicated in Clause 8.1.
- 9.4. The Suntago Card does not allow you to purchase tickets via the Website or book an entry for a day other than the day of your visit to the Water Park. The Suntago Card can only be used in person at the Water Park.
- 9.5. In case of the Suntago Unlimited J Card or the Suntago Unlimited Relax Card, access to the Water Park for the Card User on a day other than the Suntago Business Day is possible upon payment of the special price for the ticket in the amount indicated in the price list. Information on which days in a given year are Suntago Business Days is available at [www.parkofpoland.com/en/info/unlimited-card/](http://www.parkofpoland.com/en/info/unlimited-card/).
- 9.6. In case of the Suntago Unlimited Relax+ Card and the Suntago Unlimited Relax Card, entry to the Saunaria Zone for the Card User is possible after payment of an additional fee in the amount indicated in the price list in force on the date of visiting the Park, calculated separately for each stay in the Water Park, including the next visit on the same day.
- 9.7. The Suntago Card may not be transferred or made available to any other person, nor may it be used to obtain tickets, and discounts or other benefits for any person other than the Card User.
- 9.8. In case of using or attempting to use the Suntago Card by a third party who is not the Card User, the Operator reserves the right to retain the Suntago Card, refuse the right to enter the Water Park and demand compensation for damages and administrative costs incurred due to the consequences of such an event.

- 9.9. Each entry to the Water Park and its use by the Card User is subject to the Suntago Regulations valid on the date of entry, which are available at [www.parkofpoland.com/en/terms](http://www.parkofpoland.com/en/terms). By choosing to enter the Water Park, the Card User accepts the Suntago Regulations and undertakes to comply with them. The Operator reserves the right to terminate the Agreement with immediate effect in the event of a gross violation of its terms and conditions, including the rules of using the Suntago Card or the Suntago Regulations.
- 9.10. The Card User does not have any additional privileges regarding access to the Water Park other than those described in the Regulations.
- 9.11. The Card User has no priority right to use the attractions located in the Water Park.
- 9.12. The Operator does not guarantee the Card User an absolute access to the Water Park, which means that the Card User must take into account: (i) the possibility of closing the Water Park, including for important reasons (e.g. technical reasons); and (ii) restrictions which may be introduced by the Operator due to the safety or health of the guests of the Water Park, including, but not limited to, restrictions on the number of people staying in the Water Park on a given day resulting from the regulations or guidelines of the relevant authorities in force at that time relating to the protection of human health or life. Before visiting the Water Park, the Card User should check on the website [www.parkofpoland.com](http://www.parkofpoland.com) whether the Water Park is open on a given day.
- 9.13. In the event of restrictions on access to the Water Park introduced by public authorities or legislation, which may be influenced by the Card User himself (e.g. proof of vaccination, examinations), the Card User may not claim compensation for the inability to enter the Water Park if he cannot visit the Water Park due to failure to meet the entry conditions to the Water Park resulting from such restrictions.
- 9.14. The Suntago Card cannot be used in conjunction with any other promotions offered by Suntago, unless stated otherwise in the regulations of a particular promotion.
- 9.15. If the Operator introduces and maintains such a technical possibility, the Card User, when ordering the Suntago Card, registers an Account for himself (if he did not have one before) and may use the Account on the Website in accordance with the Regulations for Online Services. As part of the Account and only when the functions are currently made available by the Operator, the Card User may, among other things, update data and marketing preferences. The Card User may not close the Account prior to withdrawal or termination of the Agreement. The Operator may update, change, withdraw, suspend, or limit the availability of or access to the Account or any features from time to time to reflect changes in its products, user needs, business priorities or for technical reasons.

## **10. WATER PARK CLOSURE OR OTHER RESTRICTIONS**

- 10.1. Short-term closures of the Water Park, for which the Operator is not responsible, do not entitle the Purchaser or the Card User to claims for damages or to extend the validity of the Suntago Card.
- 10.2. In the case of longer and unplanned closures lasting more than 14 (fourteen) days, the Operator may extend the Validity Period of the relevant Suntago Card by the number of unplanned closure days or cancel it (terminate the Agreement with immediate effect) and settle fee for the Suntago Card in accordance with Clause 14.3, with the proviso that the calculation of the amount of the reimbursement will be based on the value indicated in Clause 14.3(B)(i) (pro-rata settlement).



- 10.3. The Operator reserves the right to block a given Suntago Card in the event of a reported theft, attempted fraud, or violation of the terms of use of the Suntago Card under the Agreement. The cancellation of the blocking can be requested by sending an email to the following address: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com). No compensation will be paid for the blocking period, unless the Operator is at fault for the occurrence of the blocking, in which case the Validity Period will be extended accordingly.

## **11. PAYMENT**

- 11.1. Information on the fees for specific Suntago Cards is available at <https://parkofpoland.com/en/info/unlimited-card>. The fee for the Suntago Card is payable in advance for the entire Validity Period.
- 11.2. Payment for the Suntago Card is made via an external electronic payment system during the card ordering process on the Website.
- 11.3. Payment for the Suntago Card takes place immediately after selecting the payment method.

## **12. LOST, STOLEN OR DAMAGED CARD**

- 12.1. Loss, damage, or theft of the Suntago Card should be reported immediately by email to [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com). In the event of such notification, the Suntago Card will be immediately blocked, and it will be not possible to use it until a duplicate of the Suntago Card is issued.
- 12.2. It is not possible to enter the Water Park without presenting a valid Suntago Card.
- 12.3. If the Suntago Card has been lost, stolen or damaged, the Operator will issue a duplicate of the Suntago Card if the Card User enables the Operator to successfully identify the purchase transaction of the Suntago Card. For technical reasons, the only way of identification is to present the transaction number of the Suntago Card order from an external electronic payment system (TPay), which is available, among other things, on the confirmation of payment in the bank.
- 12.4. To obtain a duplicate of the Suntago Card, the Card User must complete an application for a card (duplicate) and attach a current photograph of his/her face. The Operator will charge an administrative fee for issuing of a new card unless the loss or damage of the Suntago Card was its fault. The administrative fee is PLN 50 plus shipping cost. After paying the fee (if due), the Operator will create a duplicate card for the Card User and send it or leave it for collection at the Water Park ticket offices depending on the delivery option selected by the Card User within 14 (fourteen) days from the date of submission of a complete application for a card (duplicate).

## **13. AMENDING THE AGREEMENT**

- 13.1. The Operator reserves the right to amend the Regulations, about which it will inform Purchasers affected by such an amend in advance. In order to notify you of the change, the Operator will contact you using the details provided by you in accordance with Clause 20 (*Contact Details*). Failure to raise objections to the introduced changes will be deemed as consent to introduction of such changes.
- 13.2. If you do not agree to the changes proposed by the Operator to the Agreement, you must inform the Operator about this fact by email to the following address: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com). In this case, the Agreement in its current wording will continue to apply for the remaining Validity Period, unless the proposed changes are significant for to the Operator's further ability to perform the Agreement, in which case the Operator has the



right to terminate the Agreement with a 14-day notice period within 30 (thirty) days of receiving your statement of disagreement with the changes.

- 13.3. If the Operator terminates the Agreement in accordance with Clause 13.2, the Operator will settle the charge for the Suntago Card in accordance with Clause 14.3, with the proviso that the value indicated in Clause 14.3(B)(i) (pro rata settlement) will be used to calculate the refund amount.
- 13.4. If the Orderer is not the Card User at the same time, the Orderer should provide the Card User with information about changes to the Agreement to the extent that they may affect the use of the Suntago Card.

#### **14. TERMINATION**

- 14.1. During the Validity Period, you may only terminate the Agreement for a Justified Cause. To do so, you must notify the Operator of the termination of the Agreement, stating the reason for termination and attaching the relevant evidence. The notification will be deemed to have been submitted on the date on which you provide the relevant evidence confirming the existence of the Justified Cause, which will then be confirmed by the Operator. The notice of termination of the Agreement shall be submitted in writing by post to the following address: Global Parks Poland sp. z o.o., ul. Nowy Świat 1, 96-300 Wręcza, or by email to the following address: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com).
- 14.2. In the event that this Agreement is terminated during the Validity Period for Justified Cause, the Agreement shall be terminated at the end of the first full month after giving notice.
- 14.3. If the Agreement is terminated during the Validity Period because of a Justified Cause, the Operator will settle the fee for the Suntago Card in such a way that it will return to the Purchaser the amount equal to the difference between (A) the fee for the selected Suntago Card and (B) the higher of the following amounts: (i) a proportional part fees in relation to the number of months of the Validity Period, with the entire Validity Period being counted as 12 (twelve) months, or (ii) the total price of the Water Park tickets used by the Card User (i.e. the price you would have had to pay if those tickets had been purchased at the prices in force at the Water Park at the time of their issuance). In case of repeated visits to the Water Park using the Suntago Card, the total cost of the tickets may exceed the fee for the selected Suntago Card and in such a case the Operator is not obligated to return any amounts, and the Card User is not obligated to make any additional payments. In addition, the Operator is entitled to deduct from the amount for the settlement of the Suntago Card an administrative settlement fee of PLN 50, however not higher than the amount of the possible refund (i.e., the Card User will not be obligated to any additional payments on this account).
- 14.4. If the termination of the Agreement is not based on Justified Cause, the Agreement remains in force, and you are not entitled to a refund of the fee or any part of it.
- 14.5. You may also terminate the Agreement at any time in the event of a serious breach of the Agreement by the Operator, i.e. when the Card User is unable to use the Suntago Card for reasons for which the Operator is responsible, and such breach is not remedied by the Operator after the Operator has received your formal notice to this effect.
- 14.6. The Operator will confirm the date of termination of the Agreement after receiving your notice using the details provided by you in accordance with Clause 19 (*Contact Details*).
- 14.7. Upon termination of the Agreement, the Suntago Card will be deactivated, any refunds due will be settled within 14 (fourteen) days of termination of the Agreement.

14.8. In the event of termination of the Agreement, the Card User will continue to have an Account. To terminate the Account, please follow the rules set out in the Regulations for Online Services.

14.9. If the Orderer is not the Card User at the same time, and the Suntago Card has been delivered to the Card User, the Orderer may terminate the Agreement only with the Card User's consent.

## **15. SUSPENSION AND TERMINATION OF THE AGREEMENT BY THE OPERATOR**

15.1. The Operator may suspend the use of the Suntago Card and temporarily deactivate it if it has a reasonable suspicion of fraud in connection with the conclusion or performance of the Agreement, including the use of false information in the order form. If such suspicions turn out to be unfounded and the Agreement is not terminated on this basis, or after 14 (fourteen) day from the deactivation of the Suntago Card, the Suntago Card is reactivated, you will be entitled to a refund for the tickets to Water Park purchased by the Card User in the period from the day of deactivation of the Suntago Card to the day of its re-activation.

15.2. The Operator may terminate the Agreement with immediate effect in the event of any of the following reasons:

- (i) due to fraud committed by the Purchaser or the Card User which is in any way related to the conclusion or performance of the Agreement or providing false information in the order form;
- (ii) in the event of criminal or other serious misuse of the Suntago Card by the Card User;
- (iii) in the event of a breach by the Card User of the provisions of Clause 9.6 of the Regulations;
- (iv) the Card User commits a gross violation of the Suntago Regulations or the Regulations for Online Services or persistently violates the provisions of these regulations; or
- (v) if the Operator has terminated the previous Agreement for reasons attributable to the Card User and the Card User has overdue obligations to the Operator.

15.3. If the Operator terminates the Agreement in accordance with Clause 15.2, the Operator shall be entitled to claim compensation on general terms for the damage suffered by the Operator as a result of the termination of the Agreement.

15.4. In the event of termination of the Agreement, the Card User will continue to have an Account. To terminate the Account, please follow the rules set out in Regulations for Online Services.

15.5. Upon termination of the Agreement, the Operator deactivates the Suntago Card.

## **16. QUESTIONS AND COMPLAINTS**

16.1. All questions and complaints that may arise in connection with the use of the Suntago Card or notification of changes to the Regulations should be sent in writing (by post) to the following address: Global Parks Poland sp. z o.o., ul. Nowy Świat 1, 96-300 Wręcza, or by email to: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com).

16.2. In order to expedite the consideration of the complaint, the complaint should be submitted immediately after the occurrence of the event giving rise to the complaint and should contain the Card User's name and surname, contact details, Suntago Card number (if assigned) and a description of the circumstances the complaint is based on. The Operator reserves the right

to request additional information if it proves necessary to determine the facts and consider the complaint.

- 16.3. Responses to complaints are provided by the Operator by e-mail without undue delay, no later than within 14 (fourteen) days of receipt of the complaint. If the Operator has not responded to the complaint within 14 (fourteen) days of its receipt, it is considered that the Operator has accepted the complaint.
- 16.4. You may decide to use out-of-court ways of handling complaints or pursuing claims. In particular, you can use the mediation procedures provided by the Provincial Inspectorates of Trade Inspection (*Wojewódzki Inspektorat Inspekcji Handlowej*) or the procedures conducted by the permanent amicable consumer courts at the Provincial Inspectorates of Trade Inspection. The use of out-of-court ways of dealing with complaints or pursuing claims is voluntary, so both parties to the proceedings must agree to the proceedings. Detailed rules on the use of such methods are available on the relevant websites. The rules of organization and operation of permanent amicable consumer courts are set out in the relevant legislation (Regulation of the Minister of Justice of 25 September 2001 on defining the rules of organization and operation of permanent amicable consumer courts (Journal of Laws of 2001, No. 113, item 1214)). Detailed information on out-of-court procedures for handling complaints and pursuing claims, as well as rules of access to these procedures, are available at the offices and websites of county (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection and Provincial Trade Inspection Inspectorates.

## **17. PERSONAL DATA PROTECTION**

- 17.1. You confirm that the personal data provided by you concerning you and the Card User, including contact details (Data), is true and complete and that you are authorized to provide this Data. It is your responsibility to ensure that your Data and the Card User's Data is up to date. Providing incomplete or untrue Data may make it impossible to use the Suntago Card. You can update the Data you have provided at any time via your Account or by sending an email to [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com). If the Card User is under the age of 18, their parent or legal guardian may also notify the Operator of any changes or inaccuracies in the Data.
- 17.2. Sending information about additional discounts, vouchers, or notifications about changes to the Agreement takes place via the email address provided in the Suntago Card order. You will receive information about discounts from us when you have agreed to such action. The Purchaser should regularly check their email account for emails that may concern changes to the Agreement.
- 17.3. The Card Purchaser is responsible for having access to the email address provided and for notifying the Operator of its changes. Purchasers also have the option of subscribing to the general newsletter of the Water Park.
- 17.4. The administrator of Personal Data of persons using the Suntago Unlimited service and other services/products offered by the Operator is Global Parks Poland sp. z o.o. with its registered seat in Warsaw (address: ul. Fosa 41/11, 02-768 Warsaw), KRS: 0000335329. Please be informed that the Data is processed in order to enable and properly perform the ordered services/products, any financial settlements, in particular to register on the Operator's website, to verify the identity and age of the Card User, to settle payments for services, to handle any possible complaints, to archive or ongoing contact related to the ordered service/product, as well as sending information about promotions, new products or current discounts. Personal data may also be processed in order to improve our products and

services, develop new products and services and carry out marketing activities of our own products and services (in the traditional form), and, with your separate consent, for the purpose covered by the statement based on so-called the legitimate interest of the administrator, including the pursuit of the development and promotion of the Operator's services. Data processing is based on Article 6 sec. (1) letters (a), (b), (c) and (f) of the Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("**RODO**").

- 17.5. The provision of personal data is voluntary but necessary for the possibility to perform the Contract. Each person has the right to request from the Administrator access to the Data, rectification, deletion or limitation of processing, the right to object to the processing, the right to lodge a complaint to the supervisory authority – the President of the Personal Data Protection Office (*Prezes Urzędu Ochrony Danych Osobowych*), as well as the right to transfer data portability. Where the processing is based on consent, you have the right to withdraw it at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.
- 17.6. The data will be stored, for the duration of the Agreement and after its termination, until the expiry of the limitation period for any claims under the Agreement in accordance with the provisions of the Civil Code.
- 17.7. More information about how we collect Information about you; how we use the Information we collect is set out in our Privacy Policy available at: <https://parkofpoland.com/en/terms>.

## **18. OPERATOR'S OBLIGATIONS AND RESPONSIBILITIES**

- 18.1. The Operator is obligated to deliver the Suntago Card without defects.
- 18.2. The rights in the scope of the Operator's warranty for non-compliance of the service with the Agreement are vested only in: (i) the consumer, i.e. a natural person who concludes the Agreement for purposes that are not directly related to his business or professional activity (the "**Consumer**"); and (ii) an entrepreneur with consumer rights, i.e. a natural person conducting business activity, who concludes a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for him, resulting in particular from the subject matter performed by economic activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity (the "**Entrepreneur with consumer rights**").
- 18.3. In the case of the Purchasers other than those indicated in Clause 18.2, warranty rights are excluded to the fullest extent permitted by Polish law. In addition, in the scope of the Agreements concluded between the Operator and persons who are not Consumers and Entrepreneurs with consumer rights, the Operator is liable only in the event of intentional damage and within the limits of the actual losses incurred by such person.
- 18.4. The Water Park may be closed from time to time, including public holidays, due to renovations or Force Majeure (referred to below). Information about the closure of the Water Park can be found at [www.parkofpoland.com](http://www.parkofpoland.com).
- 18.5. The Operator shall not be liable for non-performance or improper performance of its obligations or delays caused by events beyond the Operator's control (Force Majeure), including any act, event, failure to act, omission or accident caused by:
- (i) strikes, lockouts and other industrial actions;

- (ii) civil unrest, riots, invasions, acts of terrorism or threats of terrorism, war, threats of war or preparations for war;
  - (iii) fire, explosion, adverse weather conditions, snowfall, ice, storm, flood, earthquake, landslide, or other natural disaster;
  - (iv) epidemic or pandemic;
  - (v) disruption or failure of rail, water, air, road or other public or private transport;
  - (vi) disruption or failure of public or private telecommunications network, the supply of utilities or the postal services;
  - (vii) closure or limitation of access to the Water Park due to the Operator's legitimate concerns about the health or safety of people;
  - (viii) legal acts or any other actions of the authorized bodies of the Republic of Poland.
- 18.6. The Operator's liability for defective Suntago Cards is limited to the measures described in Clause 18.9 below.
- 18.7. Under no circumstances shall the Operator be liable for any lost profits, including: (a) loss of profit, revenue, contracts, goodwill or other financial or economic losses or damages (incurred in connection with conducting commercial or business activity); and (b) any damages, including indirect damages, which are not a normal consequence of the Operator's act or omission.
- 18.8. The Operator does not exclude or limit its liability for fraud, death or personal injury caused by the negligence of itself or its employees, as well as any other liability that cannot lawfully be limited or excluded. Nothing in this Clause 18 shall not exclude or limit such liability.
- 18.9. In the event of a Force Majeure event (see Clause 18.5 above), due to the temporary inability to provide services covered by the Suntago Card, the Operator undertakes to extend the Validity Period by the period during which entry to the Water Park was not possible.
- 18.10. The Operator does not provide a guarantee for the Suntago Card and does not provide after-sales services other than those provided for in the Regulations.
- 18.11. The Operator does not follow the Code of Good Practice referred to in Art. 2 point 5 of the Act of 23 August 2007 on counteracting unfair market practices.

## **19. CONTACT DETAILS**

- 19.1. Contact with the Operator is possible via email: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com).
- 19.2. When the Operator needs to contact you regarding the Agreement or the Suntago Card (e.g. to notify about changes to these Regulations or to terminate the Agreement), the Operator will use the email address provided by you in the application for the Suntago Card (or, if your details have been changed by sending an email to: [kontakt@parkofpoland.com](mailto:kontakt@parkofpoland.com), the Operator will use the latest details). You agree to receive any information from us electronically. If you are purchasing a Suntago Card for a Minor Child, consent to receive any information from us in electronic form is expressed by the legal guardian on behalf of the Minor Child. It is important that your contact details and the Card User's details are up to date. We assume that effective notification occurs when the email is delivered, e.g., to your inbox or to the relevant server. Failure to deliver an email relating to the Card User, due to the provision of an incorrect email address, shall be deemed to be effectively delivered.

## **20. FINAL PROVISIONS**

- 20.1. The Regulations and the Agreement shall be governed by Polish law.
- 20.2. Any disputes with Consumers arising out of the application, performance or interpretation of the Regulations or the Agreement shall be settled by the competent common courts of the Republic of Poland. Any disputes with customers other than Consumers arising out of the application, performance or interpretation of the Regulations shall be settled by the common court having jurisdiction over the seat of the Operator.
- 20.3. If any provision of the Agreement, including these Regulations, is held to be prohibited or invalid by any court or other competent authority, the remainder of the Regulations and the Agreement shall not be affected.
- 20.4. The Operator does not accept changes made by you to the Agreement.
- 20.5. You may not transfer your rights or obligations under the Contract to another person without the prior written consent of the Operator.
- 20.6. If the Operator does not require you to comply with any part of the Agreement at any time, this does not mean that it cannot require you to do so in the future.
- 20.7. Attachment 1: Withdrawal Form – TEMPLATE is an integral part of the Regulations.
- 20.8. Amendments to the Regulations apply to Agreements concluded after the entry into force of the amended version of the Regulations. For the avoidance of doubt, amendments to the Regulations do not affect the rights and obligations of the Card Users of the Suntago Unlimited Tropics+ Card and the Suntago Unlimited Tropics Card, and the Agreements concluded by them with the Operator before the date of entry into force of the amended version of the Regulations shall remain in force in their current wording until the expiry of the Validity Period.
- 20.9. The Regulations have been in force since 1 June 2023.

**ATTACHMENT 1**

**WITHDRAWAL FORM – TEMPLATE**

\_\_\_\_\_

Date

\_\_\_\_\_

Name and surname

\_\_\_\_\_

Address

**“Global Parks Poland” sp. z o.o.**  
ul. Nowy Świat 1; 96-300 Wręcza  
with the note „RETURN”

**DECLARATION OF WITHDRAWAL FROM THE AGREEMENT**

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

I hereby inform about my withdrawal from the Agreement for the use of the Suntago Card:

<b>Name and surname of the person ordering the Suntago Card:</b>	
<b>Name and surname of the Suntago Card User (if different from the ordering person):</b>	
<b>Suntago Card collection date:</b>	
<b>Transaction number in the TPay service or debit note number documenting the Suntago Card order transaction:</b>	
<b>Bank account number for refund:</b>	

\_\_\_\_\_

Consumer's signature  
(only if the form is sent on paper)