

RESERVATION AND SALE REGULATIONS

1. GENERAL INFORMATION

- 1.1** These reservation and sale regulations (“**Reservation Regulations**”) defines the principles of providing reservation and sale of a short-term accommodation service electronically, without additional services required in hotel facilities, in bungalows on the premises of Suntago Village, as well as principles and manner of concluding distance contracts with the Service Provider.
- 1.2** Provisions of the Reservation Regulations and Regulations of Stay in Suntago Village, available at <https://parkofpoland.com/en/terms> (“**Regulations of Stay**”), constitute integral elements of the Agreement between the Service Provider and the Customer, which is concluded through making and payment for the reservation of service of accommodation in Suntago Village and confirming the reservation by the Service Provider.

2. DEFINITIONS

- 2.1** The following terms, written in the Reservation Regulations in capital letters, shall have the meaning ascribed to them below:
- 2.2** **Authorisation Document** – document sent by the Service Provider to the Customer in an electronic form as a part of the reservation made in the manner described in points 5.2(b) and 5.2(c), defining detailed terms of reservation, including: the length of stay, the amount due for the stay and specifying the deadline for payment of the charge for the stay in Suntago Village;
- 2.3** **Booking Form** – Internet form available on the Website, used for reserving the Service;
- 2.4** **Civil Code** – the Act of 23 April 1964 – Civil Code;
- 2.5** **Water Park** – means the SUNTAGO Water Park facility, located in Wręcza at ul. Nowy Świat 1, 96-300 Wręcza, Poland;
- 2.6** **Regulations** – these Reservation Regulations and Regulations of Stay available on the Website;
- 2.7** **On-Line Reservation** – reservation of the Service is made in the system in the real time through a booking engine (d-edge) provided on the Website;
- 2.8** **Suntago Village** – a complex of 92 module guest houses (bungalows) together with accompanying infrastructure and the service reception building (the so-called SunHub) situated in Świnice at ul. Żukowska (Mszczonów commune), whose owner is the Service Provider, managed by Hotel Professionals Management Group sp. z o. o., with its registered office in Warsaw at Aleje Jerozolimskie 65/79, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number: 0000639470, REGON: 365568864, NIP: 7010620498;
- 2.9** **Information and Communication Technology (ICT) System** – a set of cooperating information technology devices and software, which allows processing and storing, as well as sending and receiving data via telecommunication networks through the end device specific for the given

type of telecommunication network within the meaning of the Act of 16 July 2004 – Telecommunication Law;

- 2.10 Electronic Communication Means** – technical solutions, including ICT devices and cooperating software tools allowing for individual remote communication using transmission of data between ICT Systems, in particular e-mail;
- 2.11 Contract** – Distance Contract, which subject matter is provision of the Service;
- 2.12 Distance Contract** – a contract concluded with a consumer as part of the organised system of concluding distance contracts, without physical presence of the parties thereof, with the exclusive use of one or more means of remote communication till the moment of concluding the contract inclusively;
- 2.13 Service** – a service of a short-term accommodation in bungalows on the premises of Suntago Village provided by the Service Provider within the period specified in the reservation, without additional services required in hotel facilities;
- 2.14 Services Provided by Electronic Means** – performance of a service provided without simultaneous presence of the parties (at a distance), through transfer of data at the individual request of the Customer, sent and received via electronic processing (including digital compression) devices, and data storing devices, which is wholly broadcasted, received or transmitted via telecommunication network within the meaning of the Act of 16 July 2004 – Telecommunication Law;
- 2.15 Customer** – an entity being a natural person, legal person or an organization unit without legal personality, using the services of the Service Provider, who undertook to comply with the Regulations;
- 2.16 Service Provider** – Moyome sp. z o.o. with its registered office in Warsaw (02-768) at ul. Fosa 41/11, entered into the register of business entities 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 the KRS number: 0000745104, REGON: 381018973, NIP: 5272861463.;
- 2.17 Act** – the Act of 18 July 2002 on the provision of electronic services;
- 2.18 Consumer Rights Act** – the Act of 30 May 2014 on consumer rights;
- 2.19 Website** – the Internet site <https://parkofpoland.com/en/accommodation>.

3. GENERAL TERMS

- 3.1** Before making a reservation and purchasing the Service, the Customer shall read the Reservation Regulations and Regulations of Stay, confirm the fact of reading them and undertake to comply with them through: (i) checking option “accept” in the checkbox on the Website in the Booking Form (in case of On-Line Reservation) or (ii) returning the Authorisation Document (in case of other reservations). Lack of acceptance of Regulations shall prevent the Customer from making the reservation and purchasing the Service.
- 3.2** To make a reservation and purchase the Service, the Customer must read the information on processing personal data, and in particular, the information that personal data, submitted as part of the Services reservation, will be processed in order to perform the Service, the fact that submitting the data is voluntary, and the rights of the Customer in connection with the processing of their personal data (submitted by the Customer in the Reservation Regulations

and the Regulations of Stay), through checking the option “accept” in the Booking Form on the Website or by returning the Authorisation Document (in case of other reservations).

- 3.3** Providing the Service to the Customer with regard to the reservations made through the Website is conditional upon filling in the Booking Form, accepting the Regulations and making statements referred to in points 3.1 and 3.2. of the Reservation Regulations.
- 3.4** The Reservation Regulations have been posted by the Service Provider on the website <https://parkofpoland.com/en/terms> in the form which enables obtaining, displaying and recording their content through the ICT System used by the Customer.
- 3.5** The Customer is obliged to obey the prohibition against overusing Electronic Communication Means and providing through or to the ICT System of the Service Provider unlawful content, content which may disturb work, overload the ICT System of the Service Provider or violate third party rights, general social norms or content, which is inconsistent with applicable law.
- 3.6** The Service Provider reserves the right to carry out maintenance works of their ICT System, which may cause impediments or prevent the Customers from using the Services disturb or unable the use by the Customers of Services via the Website. The Service Provider will inform the Customers about any impediments connected with using the reservation service via the Website with due notice before carrying out maintenance works by posting relevant notice on the Website.
- 3.7** In special cases, when safety or stability of the ICT System of the Service Provider is threatened, the Service Provider shall have the right to temporarily cease or limit the provision of reservation of the Service via the Website, without prior notice to the Customers and to carry out works aimed at restoring safety and stability of the ICT System of the Service Provider. The Service Provider shall inform the Customers about any impediments connected with reserving Services through the Website by posting a notification on the Website.
- 3.8** At the request of the Service Provider, sent electronically to rezerwacje.suntagovillage@parkofpoland.com, the Service Provider shall ensure access to updated information about particular threats connected with using the Service by electronic means as well as about the function and purpose of software or data not being a part of the service content, entered into the ICT System used by the Service Provider.
- 3.9** The Service Provider shall not be held liable for unavailability of the Website, which does not result from its fault.

4. PRICE FOR THE STAY

- 4.1** The price list of accommodation packages in Suntago Village is available on the Website and includes prices valid as of the date of reservation and in the booking engine, also available on the Website.
- 4.2** Prices available on the Website are for one bungalow for one night (booking engine) or for the so-called accommodation package (prices and packages) and include VAT. The prices may also include other services, listed in the offer description. If a given offer includes other additional

services, such information is given in the offer description displayed in the system while making the On-Line Reservation or in the Authorisation Document sent to the Customer.

- 4.3** Prices listed on the Website, in the order confirmation, are gross prices including VAT calculated in accordance with applicable law.

5. MANNERS OF RESERVATION

- 5.1** The Service Provider electronically provides the following electronic services: (i) On-Line Reservation; (ii) information and promotion services concerning their own products and services as well as products and services of their business partners.

- 5.2** A stay in Suntago Village may be reserved through:

- (a) the Website and the booking engine available on the site (On-Line Reservation);
- (b) filling in and signing the Booking Form available on the Suntago Village website and sending it to Suntago Village by e-mail to the address: rezerwacje.suntagovillage@parkofpoland.com;
- (c) placing an order to stay in Suntago Village in a written form or by e-mail to the address: rezerwacje.suntagovillage@parkofpoland.com or over the phone at +48 22 464 44 44;
- (d) personal, written confirmation of reservation at the reception of Suntago Village (SunHub), the so-called "walk-in" reservation.

- 5.3** After making the reservation in the manner specified in points 5.2(b) - (c) above, the Service Provider will send to the e-mail address specified by the Customer the Regulations and Authorisation Document specifying details of the offer and the charge for the stay (non-guaranteed reservation). The Customer shall accept the Authorisation Document and the Regulations through a return confirmation of acceptance of terms specified in the Authorisation Document sent to the e-mail address: rezerwacje.suntagovillage@parkofpoland.com and make payment for the stay in the amount, by the date and in accordance with the information provided in the Authorisation Document.

- 5.4** The Customer shall bear all liability for the results of submitting incorrect data while making the reservation.

- 5.5** Reservations not paid in accordance with the Reservation Regulations and proper Authorisation Document shall not bind the Service Provider and shall expire automatically at the expiry of the deadline for payment.

- 5.6** As a part of the reservation made, the Customer is obliged to submit data marked as required. The data submitted by the Customer should be valid and correct. The Customer shall bear all liability for consequences of submitting false data, while the Customer shall have the right to rectify the data at any time. Submitting the data by the Customer is voluntary, however necessary for the conclusion of the Contract.

- 5.7** In order to guarantee a reservation in Suntago Village (concluding the Contract and purchasing the Service), a full charge for the stay should be paid, unless the offer provides otherwise.

6. ON-LINE RESERVATION PROCESS

- 6.1** On-Line Reservations are made through the ICT System used by the Service Provider and for this purpose, the Customer needs to meet 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 a software installed, in the form of a web browser.

- 6.2** While using the Website, cookies will be installed in the Customer's ICT System. Customers have the right to change their settings in this respect, including deleting cookies as well as using the

automatic cookie blocking programmes, however in order to use the Website the installation of cookies must be enabled. Detailed information about cookies used on the Website, including while providing Services, are available in the Cookies Policy of the Service Provider, available at <https://parkofpoland.com/en/terms>. Moreover, proper use of the services provided by the Service Provider through the ICT System is only possible after blocking pop-ups.

6.3 On-Line Reservation, purchase of the Service and conclusion of the Contract shall be carried out by performing actions in accordance with the instructions of the automatic reservation system, including filling in a Booking Form, in which the Customer defines the length of stay, the number of persons, chooses a price offer, enters their data specified in point 6.4 and orders payment under the principles specified below.

6.4 In order to make the reservation and purchase the Service, the Customer is obliged to provide in the Booking Form data and information, which will be used to prepare reservation together with the calculation of costs. The Customer is obliged to enter the following contact details in the Booking Form: name, surname, e-mail address, mobile phone number. The Customer is required to make a statement that they have read the terms of reservation specified in the Reservation Regulations, terms of stay provided in the Regulations of Stay and terms of cancellation of the Service, and that they accept them through checking the proper box in the Booking Form. Reservation and payment for the Service is carried out through clicking the button "PAY" in the Booking Form.

7. MAKING PAYMENTS IN ON-LINE RESERVATION AND IN OTHER CASES

7.1 The currency is Polish zloty (PLN).

7.2 The Service Provider issues VAT invoices in accordance with the applicable law in Poland.

ON-LINE RESERVATION

7.3 After filling in the Booking Form and clicking „PAY”, the Customer shall pay for the stay by a payment card (debit or credit card – Visa or Mastercard).

7.4 Payments are settled directly during the On-Line Reservation.

7.5 Transactions by payment cards (credit or debit) are settled via Tpay Settlement Centre. During such payment, the Customer does not submit the card details to the Service Provider. The Customer will be redirected to the website allowing for making their payment for the stay through the Tpay payment service system. The data is authorised through encrypted connection with the Tpay system. After the Tpay system accepts the payment, it informs the Customer about confirmation of payment, by e-mail. Electronic payment system Tpay is liable for the correct service of collecting reservation charges.

7.6 Having received the payment, the Service Provider shall inform the Customer about confirmation of reservation and concluding the Contract, by e-mail. The e-mail concerning reservation and concluding the Contract shall include: the reservation number, the length of stay, numbers and types of booked bungalows, total price of stay, a charge paid for the stay and terms of cancelling the reservation.

7.7 The reservation made through the Website shall be considered confirmed after payment of the whole charge for the stay specified in the confirmation of reservation referred to in point 7.6 above. The Contract is concluded upon making the payment for the stay, the Service Provider blocks the availability of the bungalow/bungalows of their choice for other persons, and the

provision of the Service by the Service Provider shall commence at the moment specified in the reservation.

OTHER CASES

- 7.8** Charge for the stay should be paid by the Customer by the deadline specified in the Authorisation Document, by using the on-line payment link for payments settled by Tpay Settlement Centre.
- 7.9** Lack of payment of the charge for the stay by the deadline specified in the Authorisation Document will be considered as resignation from the Service reservation and as a failure to conclude the Contract between the parties.
- 7.10** In the event of reserving a bungalow directly at the reception of Suntago Village (the so-called "walk-in" reservation), at the moment of making the reservation by the Customer, the Service Provider shall collect the charge for the stay through charging the Customer's payment card if the payment for the stay is to be made by a credit or debit card, or in cash.

8. CANCELLING THE RESERVATION

- 8.1** Resignation from the Service and terminating the Contract (cancelling the reservation) is only possible when the Customer delivers to the Service provider a request to cancel the reservation within 14 calendar days before the date, on which the stay is to begin (e.g. if the stay is to begin on the 15th day of a given month, the information about resignation should be delivered to the Service Provider on the 1st day of this month, at the latest). In other cases, including the case of using the so-called "non-refundable offers", the payment made will not be returned to the Customer, unless it is specified otherwise in the offer. With regard to the reservations of dates enjoying special interest and being in high demand, the Service Provider reserves the right to introduce other terms of cancellation or even exclude the possibility of requesting cancellation, which will be communicated to the Customer as a part of the On-Line Reservation process or in the Authorisation Document.
- 8.2** The request for cancelling the reservation must be submitted by e-mail to the address: rezerwacje.suntagovillage@parkofpoland.com. The resignation must be confirmed by the Service Provider.
- 8.3** For the avoidance of doubt, if the Customer has not checked in on the first day of the planned stay and has not cancelled the reservation, the Service Provider has the right to retain the payment for the whole planned stay.
- 8.4** Shortening the stay in Suntago Village does not entitle the Customer to claim refund of any part of the charge for the stay.
- 8.5** In the case when cancelling the reservation is possible and entitles the Customer to request return of the charge for the stay, the Service Provider will return to the Customer the charge for the stay, paid through making a wire transfer to the bank account of the Service Provider from which the Customer made a transfer to the bank account of the Service Provider, within 7 working days after the cancellation of reservation confirmed by the Service Provider.

9. TERMS OF CONCLUDING AND TERMINATING CONTRACTS.

- 9.1** With regard to the On-Line Reservation, the Contract is concluded after the Customer is informed about the type, scope and price of the Services, selection of a specific Service, acceptance of the Regulations, making a payment for the stay in accordance with the selected

offer and after the Service Provider confirms the reservation. Payment of the charge for the stay is settled directly during the On-Line Reservation process.

- 9.2** In case of reservations made over the phone or by e-mail, the Contract is concluded after the Customer accepts the Regulations and the Authorisation Document, makes payment for the stay in accordance with the terms of reservation and after the Service Provider confirms the reservation. The Customer who is a consumer has no right to withdraw from the Distance Contract, which subject matter is the Service under the Consumer Rights Act. Under art. 38 point 12 of the Consumer Rights Act, a consumer cannot withdraw from the distance contracts, which concern provision of accommodation services other than for residential purposes, if the contract specifies the date or period of providing the service.

10. PERSONAL DATA PROTECTION

Details and contact information of data controller and Data Protection Officer

- 10.1** Personal data is Moyome sp. z o.o. with its registered office in Warsaw at ul. Fosa 41/11, 02-768 Warszawa – in case of concluding and performing the Contract (reservation or purchase of accommodation in Suntago Village), hereinafter referred to as **"we"** or **"Company"**. We can be contacted by traditional mail at the address of our registered office or by e-mail at: rezerwacje.suntagovillage@parkofpoland.com. We have appointed Data Protection Officer who can be contacted by e-mail at: iod@parkofpoland.com or by traditional mail at the address: ul. Fosa 41/11, 02-768 Warszawa, with a note: Data Protection Officer.

Purposes, legal bases and period of storing data

- 10.2** We will process personal data for the purposes and under the legal bases specified below:

- (a) proper implementation of the Contract or taking action at the request of the data subject prior to the conclusion of the Contract. This includes, in particular: identification of the person making the reservation, purchasing, checking in, settling payments - pursuant to art. 6 item 1 (b) of GDPR.¹ (**GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 (General Data Protection Regulation)).

Such data shall be stored for a period no longer than the limitation period for claims under the Civil Code².

If our client is at the same time a client of the Water Park, the minimum data concerning the settlement of services shall be obtained/passed between us and Global

² Under art. 118 of the Civil Code, the limitation period is six years and for claims concerning periodical performances and claims connected with conducting business activity – three years. Additionally, under art. 442¹ of the Civil Code, a claim for remedying damage caused by a tort is barred by the statute of limitation three years after the day on which the aggrieved party learns or with exercising due care may learn of the damage and of the person obliged to remedy it. However, this period cannot be longer than ten years from the day on which the event causing the damage occurs. If the damage results from a crime or an offence, the claim for remedying the damage is barred by the statute of limitation twenty years after the crime is committed regardless of when the aggrieved party learns of the damage of the person obliged to remedy it. In the event of personal injury, the limitation period cannot end earlier than three years after the day on which the aggrieved party learns of the damage and of the person obliged to remedy it. The limitation period for claims of a minor for remedy of personal injury cannot end earlier than two years after the minor attains majority.

Parks Poland sp. z o.o. with its registered office in Warsaw, 02-768, ul. Fosa 41/11 (the owner of the Water Park), in order to properly settle the services, which are used by the Water Park client (e.g. in case of settling pre-authorized Guest's card when making a payment in the Water Park).

- (b) ongoing contact regarding the service of a client or prospective client, handling possible complaints, as well as defending, exercising or establishing of claims - pursuant to art. 6 item 1 letter (f) of GDPR (these objectives constitute the so-called legitimate interests of the controller).

Such data will be stored for no longer than until the expiry of the limitation period for claims under the provisions of the Civil Code.

In the event of ongoing contacts and lack of mutual rights and obligations following from the contract/service, the data shall be stored no longer than 2 years.

- (c) performance of legal obligations related to accounting or tax law - pursuant to art. 6 item 1 letter (c) of GDPR in connection with the provisions of tax law and the accounting act, concerning in particular data archiving for accounting purposes.

The data will be stored until expiry of the statutory obligation to store the data (5 years after the end of the accounting year).

- (d) sending marketing information, in particular our or our partners' offers, in electronic form or over the phone - in accordance with the consent given to us - pursuant to art. 6 item 1 letter (c) of GDPR. Consent can be withdrawn at any time, but without affecting the lawfulness of data processing before it is withdrawn.

The data will be stored until the consent is withdrawn.

- (e) implementation of our legitimate interest, which is direct marketing carried out in a traditional form (hard copy) – pursuant to 6 item 1 letter (f) of GDPR. The Customer has the right to object.

The data will be stored until the objection is raised.

Access by authorised persons and data recipients

10.3 Personal data will be disclosed to employees or associates of the Company, as well as to the following categories of recipients :

- (a) entities providing support to the Company on the basis of commissioned services and in accordance with concluded data processing agreements (in particular: entities providing facility administration services, IT, consulting, security, marketing, accounting support or tax services in so far as it is necessary for the performance of the above listed purposes of data processing), or
- (b) entities authorized on the basis of applicable legal provisions (*Police, Tax Office, etc.*).

Your rights

10.4 Every person has the right (within the scope of rights under GDPR) to:

- (a) get access to and rectify their personal data,
- (b) delete the data,
- (c) restrict the processing of data,
- (d) transfer the data,

- (e) object to data processing,
- (f) withdraw their consent at any time without affecting the lawfulness of the processing.

The data subject also has the right to file a complaint with the President of the Office for Personal Data Protection (the address of the office: ul. Stawki 2, 00-193 Warszawa), if they decide that the processing of the data breaches the GDPR provisions.

Requirement to provide data and the consequences of not providing thereof

- 10.5** Providing personal data in order to issue an invoice follows from the provisions of the law (tax regulations). Providing other data is voluntary (it is not a statutory obligation), however lack thereof prevents us from fulfilling the abovementioned purposes properly.
- 10.6** More information on the processing of data concerning persons staying in Suntago Village is provided in the Regulations of Stay.

11. COMPLAINTS

- 11.1** The Customer may file a complaint in connection with the services provided by the Service Provider under these Reservation Regulations.
- 11.2** A complaint should be filed by sending an e-mail to the address: reklamacje.suntagovillage@parkofpoland.com or in writing to the address: Suntago Village, Świnice, ul. Żukowska , 96-320 Mszczonów with a note "Complaint".
- 11.3** In the complaint, the Customer should describe the event being the basis for the complaint, the date and time of the event and the details of the person making the complaint.
- 11.4** The information on the consideration of the complaint will be given to the Customer in the same form as the complaint made.
- 11.5** The Service Provider will consider the complaint within 30 days of the date of making thereof.
- 11.6** The above provisions shall apply accordingly in the event of a complaint against a service provided electronically.

12. DISPUTES

- 12.1** Any disputes arising out of or related to the provision of electronic services by the Service Provider under these Reservation Regulations, arising between the Service Provider and the Customer (who is not a consumer) or in connection with a distance contract concluded between the said parties, shall be settled by the court relevant for the registered office of the Service Provider.
- 12.2** In case of disputes with a consumer, it is possible to use out-of-court complaint consideration methods and seeking remedies. The consumer may also apply for intervention of an ombudsman or use mediation (as long as the Service Provider does give their consent to mediation). Availability of the above procedures is stipulated in the Civil Procedure and the Competition Act. The Service Provider informs, that under the Regulation of the European Parliament and of the Council (EU) No. 524/2013 of 21 December 2013, at the address <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL> there is available a platform of the online system for resolution of disputes between consumers and business entities at the European Union level (ODR platform).

13. FINAL PROVISIONS

- 13.1** In matters not regulated in these Reservation Regulations, the following provisions shall apply: provisions of the Act of 23 April 1964 Civil Code and other provisions of applicable law.

- 13.2** In the event that any provision of the Reservation Regulations is lawfully considered as invalid or unenforceable, it will not affect the validity of enforceability of the other provisions of the Reservation Regulations.
- 13.3** The Service Provider reserves the right to amend the Reservation Regulations. Such amendments are binding from the moment of their specification and posting on the Website. In case of reservations made and Contracts concluded before the amendment, the provisions of the Reservation Regulations in force at the moment of making the reservation/concluding the Contract shall apply, i.e. the amendment to the Reservation Regulations shall not affect reservations and Contracts made/concluded earlier.
- 13.4** These Reservation Regulations shall be binding as of 10.06.2020.