

## REGULATIONS OF THE UNGUARDED CAR PARK AT SUNTAGO

### 1. GENERAL INFORMATION

- 1.1 These regulations (the “**Regulations**”) set forth for terms and conditions for use of the outside car parking of Suntago Water Park (the “**Car Park**”) which is managed by Global Parks Poland sp. z o.o. with its registered seat in Warsaw (address: ul. Fosa 41/11, 02-768 Warsaw, Poland), entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number: 335329, NIP: 7010192128 (the “**Car Park Manager**”).
- 1.2 Each person wishing to enter the Car Park is required to read the Regulations before entering the Car Park. The Regulations are posted on a noticeboard in a visible place at the Car Park and are also available for inspection at the Car Park Office and at <https://parkofpoland.com/en/terms>.
- 1.3 The Car Park is intended for guests of Suntago Water Park (“**Water Park**”) and its employees.
- 1.4 The Car Park is UNGUARDED.
- 1.5 Entering the Car Park and the use of the parking space at the Car Park are free of charge.
- 1.6 The Car Park constitutes a traffic zone as provided in the provisions of the Act of 20 June 1997 – Traffic Law, therefore the provisions of the Traffic Law shall apply to the Car Park.
- 1.7 By entering the Car Park, the user of a vehicle (the “**User**”) concludes a lease agreement of a parking space at the Car Park on the terms set out in the Regulations (the “**Parking Agreement**”).
- 1.8 The Parking Agreement is concluded for a specified period, from the moment the User enters the Car Park with his/her vehicle until the vehicle exits the Car Park, provided that the Parking Agreement concluded on a given day expires with the lapse of the Opening Hours of the Car Park on that day.

### 2. OPENING HOURS

- 2.1 The Car Park is open on days when Water Park is open. For information regarding the opening days and hours of Water Park please go to <https://parkofpoland.com/en/information>.
- 2.2 The Car Park opens 30 minutes before the opening of Water Park on a given day and closes 30 minutes after the closing of Water Park on a given day (in case of an emergency or unexpected events, the opening hours of the Car Park may vary) (the “**Opening Hours**”).
- 2.3 The use of the Car Park is provided for guests of Water Park during the time of using services rendered by the Water Park and within the Opening Hours, in accordance with the Regulations.

### 3. USE OF THE CAR PARK

- 3.1 When at the Car Park, all persons, including persons accompanying the User are required to apply special care while using thereof and one must strictly comply with the Regulations, all the signs or markings located at the Car Park, as well as the instructions of the staff of the Car Park, including security staff.
- 3.2 The Operator recommends not to exceed 15 km/h when at the Car Park.
- 3.3 Parking spaces are marked.
- 3.4 Each vehicle can park only on a single parking space.

- 3.5** It is forbidden to park vehicles outside designed parking spaces, as well as park the vehicle taking two parking spaces.
- 3.6** Parking of buses or similar vehicles is allowed solely in places dedicated for that purpose.
- 3.7** Parking places reserved for people with disabilities can be used exclusively by Users, who hold a valid parking card for persons with disabilities, which should be displayed in a visible place on the vehicle windshield.
- 3.8** Without prejudice to the right to tow the vehicle as provided in applicable laws, the Car Park Manager and/or staff is entitled to tow away the vehicle and to keep it at the expense of its owner in the following instances
- (a) if the vehicle blocks the passage, fire road or occupies a place reserved for persons with disabilities without appropriate authorization;
  - (b) if the Parking Agreement expired pursuant to clause 1.8.

#### **4. FORBIDDEN CONDUCT**

- 4.1** Parking on entrances, exits, lanes, passages, pedestrian crossings, places marked with the sign “Do Not Park” or an envelope, as well as other places not marked as parking spaces, is strictly forbidden.
- 4.2** At the Car Park, including its entry and exit ramps, it is strictly forbidden to:
- (a) consume alcoholic beverages, taking narcotics or similar substances;
  - (b) smoke or use open fire;
  - (c) store fuels, flammable substances, or empty fuel containers;
  - (d) repair, wash or vacuum vehicles;
  - (e) refuel vehicles or devices, change the coolant or the engine oil or perform similar actions;
  - (f) leave children or animals unattended;
  - (g) leave the vehicle with the engine running;
  - (h) park the vehicle with a leaky filling unit;
  - (i) litter, especially leaving garbage outside designated areas;
  - (j) conduct commercial activities, promotional or advertising campaigns without the prior consent of the Car Park Manager;
  - (k) stay at the Car Park for a longer period of time than it is necessary to leave the vehicle or remove the vehicle from the Car Park;
  - (l) organize racing or other similar activities with the use of vehicles;
  - (m) performance of other actions that have not been listed above and that could be detrimental to safety or could pose a risk to safety.

#### **5. LIABILITY**

- 5.1** The Car Park Manager is liable towards the User only for damages caused by the Car Park Manager or its employees or contractors resulting from non-performance or improper performance of the Parking Agreement by the Car Park Manager.

- 5.2** The Car Park Manager does not assume any storage obligations with respect to the vehicles parked at the Car Park or items left in such vehicles and does not assume any liability for such vehicles or items. In particular, the Car Park Manager shall not be liable for theft, loss, destruction or damages to the vehicles or items left at the Car Park or in the vehicles caused by Users, third parties or as a result of force major.
- 5.3** The User shall be liable towards the Car Park Manager for any damages caused to the Car Park Manger or its property by the User or persons accompanying the User resulting from breach of provision of the Regulations.
- 5.4** The User shall be liable for damages resulting from contamination of the Car Park or its equipment by the User or his/her vehicle.
- 5.5** The User is required to immediately inform the staff of the Car Park about any damage noticed at the Car Park and in the absence of the staff – the Police.
- 5.6** The User shall be liable for any damage caused to other Users or third parties, on the premises of the Car Park.
- 6. FINAL PROVISIONS**
- 6.1** In case of any doubt, the owner of the vehicle parked at the Car Park will be deemed as the User.
- 6.2** Any comments, complaints and requests from persons using the Car Park may be made in writing or orally at the Car Park Office, located at the exit of the Car Park and by e-mail to the following address: **kontakt@parkofpoland.com**.
- 6.3** The Car Park Manager reserves the right to change the provisions of the Regulations at any time, whereas such amendments will refer to agreements concluded upon entry into force of the amended Regulations.
- 6.4** The Regulations entered into force on 27 January 2020.