

## **JAY'S KIDS CLUB TERMS AND CONDITIONS**

### **1. JAY'S KIDS CLUB**

- 1.1 The Jay's Kids Club ("Club") is a designated area in Suntago Water Park ("Suntago") managed by Global Parks Poland sp. z o.o. with its registered office in Warsaw ("Operator"), where animation is provided for children staying at Suntago on the terms and conditions specified by the Operator in the current Suntago offer ("Animations").
- 1.2 The Club and the Animations are intended for children between the ages of 4 and 12 ("Children") who may only use the Club with the consent of a parent or adult guardian ("Guardian"). Consent is given at the time of enrolment for Animation.
- 1.3 It is a condition of the Child's participation in the Animations that the Guardian is present at Suntago at all times while the Child is in the Club.
- 1.4 The Club and the Animation are an additional service for Suntago guests, which is offered by the Operator independently of the stay at Suntago. The Operator does not ensure or guarantee to Suntago guests the availability of seats at the Animations. The closure of the Club or the lack of available seats on the Animations does not entitle Suntago guests to claim any discounts or refunds on tickets purchased for Suntago.
- 1.5 The Club is normally open from 11:00am on Suntago opening days, although the Operator may decide to open the Club at different times or close the Club on certain days. Current Club opening hours are available at the Suntago reception and at the Club.
- 1.6 The Guardian is responsible for communicating and explaining to the Child the key rules relating to participation in the Animations as set out in the Terms and Conditions.

### **2. REGISTRATION FOR ANIMATION**

- 2.1 Enrolment for Animation shall only take place in the clearly marked and dedicated Club enrolment area within Suntago.
- 2.2 Enrolling a Child for Animation requires the Guardian to:
  - (a) completing the electronic enrolment form and providing the necessary details required for the Child to participate in the relevant Animation; and
  - (b) acceptance of these Terms and Conditions.
- 2.3 The Rules and Regulations are available at the Club and in the enrolment areas and are also made available at the time of enrolment for the Animation and <https://parkofpoland.com/pl/regulaminy>
- 2.4 No cash or non-cash payments are accepted on the Club premises for participation in Animation. All payments for participation in the Animations shall be made at the dedicated cash counters in a cashless manner, via wristbands (transponders) issued to Suntago guests at the Suntago ticket counters.

### **3. ANIMATIONS**

- 3.1 Animation activities organised by the Club include, but are not limited to, arts and crafts as well as movement games adapted to the age of the Children participating in the Animation according to the description of the selected offer. The current offer, including the price list and schedule of Animation sessions, is available at the Club and in the Club's enrolment area at Suntago.
- 3.2 Each Animation session lasts 1.5 hours, unless otherwise stated in the current Suntago offer.
- 3.3 Animations are conducted in the Polish language.
- 3.4 The Guardian accepts minor risks associated with the Child's participation in the given type of Animation, including, among others, the risk of the Child's clothes getting wet, stained or

bruised, which may be a natural consequence of the Child's participation in arts and crafts Animation.

3.5 Club staff are required to carry out the Animation according to the schedule and to ensure the safety of the Children during the Animation. Club employees do not provide care, understood as caring for the needs of Children.

#### **4. TERMS AND CONDITIONS OF USING THE CLUB**

4.1 Your Child's participation in the Animations requires:

- (i) payment for the selected Animation by means of the transponder received at the entrance to the Park, whereby the Guardian accepts that in connection with the enrolment the amount limit assigned to his/her transponder will be increased to PLN 1000;
- (ii) to receive a special vibrating wristband ("Carer's Wristband").

4.2 When a Child is handed over for Animation, in addition to the Animation fee, the Operator shall collect from the limit recorded on the transponder: (i) a deposit for the Carer's Wristband in the amount specified in the price list, to be released upon return of the Carer's Wristband to the Club Employee; and a deposit in the amount of the price for one session of Animation in the event of the occurrence of the event referred to in clause 5.4 of the Regulations, to be released or retained depending on whether the event referred to in clause 5.4 has occurred or not.

4.3 Confirmation that the Child has been handed over to the Club shall be provided by the Guardian collecting the Guardian's Wristband.

4.4 The Guardian is obliged to wear the Guardian's Wristband at all times during the Child's stay at the Club and to pay attention to its vibrations, which constitute the Guardian's call to attend the Club immediately. In the event of loss or destruction of the Carer's Wristband, the Operator has the right to retain the deposit collected in accordance with clause 4.2.

4.5 Children participating in Animation must be communicative, be able to understand and follow the instructions of Club staff and be able to use the toilet independently. Due to the ban on bringing and eating food items in the Club, we recommend that the Child is not hungry.

4.6 The Child is obliged to obey the Club's safety rules and the instructions of the Club staff and animators and to avoid situations that endanger his/her own safety and that of other Animation participants. In the event of persistent violation of the rules of use of the Club by the Child, the Club staff has the right to immediately call the Guardian to collect the Child.

4.7 During Animation and while in the Club it is forbidden to:

- 4.7.1. to bring in or use any objects or devices that do not constitute Club equipment (e.g. telephones, toys);
- 4.7.2. bringing and consuming food, drinks or medicines; drinking water for Children is available from a dedicated dispenser in the Club area.

4.8 Club staff do not serve food, drink or medication to Children. Club staff do not provide any form of medical care or attention.

4.9 The Carer is required to arrive with the Child at the Club at least 10 minutes before the start of the Animation. Lateness will result in a reduced time of participation in the Animation.

4.10 Prior to the commencement of the Animation, the Guardian is required to notify Club staff of the Child's illness, behaviour, health condition and any other circumstances that may affect the ability and manner of the Child to participate in the Animation, including the comfort and safety of the Child and other Children participating in the Animation. In the interests of health and safety, Club staff shall be entitled to refuse entry to the Animation to any Child who, in their judgement, including in view of information received from the Guardian, should not participate in the Animation, in particular for health reasons.

4.11 The Guardian shall prepare the Child for participation in the Animation in question, including by providing appropriate attire for the Child, removing jewellery etc. If there is any

doubt as to the nature of a particular Animation, the Guardian should seek information in this regard from Club staff.

4.12 Children should immediately inform a Club staff member of any indisposition or other ailment that impedes participation in the Animation that occurs during their stay at the Club. Club staff will call the Guardian immediately if an injury or other symptom is found in a Child that prevents or substantially limits further participation in the Animation.

4.13 Club staff shall be entitled to terminate a Child's participation in Animation if the Child does not comply with the conditions set out in clause 4.1 or whose behaviour disturbs or endangers other Children participating in Animation or significantly impedes the conduct of Animation by Club staff. In any such case, the Carer will be summoned immediately to the Club to collect the Child via the Carer's Wristband or by telephone and is required to attend immediately. The above also applies if due to other circumstances (e.g. the Child's health or fear) the Child does not wish to participate in the Animation.

## **5. COLLECTION OF THE CHILD AND ADDITIONAL CHARGES**

5.1 The Guardian is obliged to collect the Child from the Club immediately after the end of the Animation.

5.2 The Carer shall be notified 10 minutes and 5 minutes before the end of the last Animation covered by the enrolment and at the end of the last Animation covered by the enrolment to collect the Child by a signal sent on the Carer's wristband.

5.3 Notwithstanding the signal sent on the Carer's Wristband, the Carer indicated when enrolling the Child for Animation shall be required to collect the Child from the Club at the end of the last Animation covered by the enrolment, no later than 5 minutes after the end of the last Animation covered by the enrolment.

5.4 In the event that the Guardian does not collect the Child on the date indicated above, the Club team will be able to enrol the Child for the next Animation within the available places - the deposit collected at enrolment will be used for this purpose. In the event that it is not possible for the Child to participate in subsequent Animations, the Child will be handed over to a Suntago employee for supervision until the Child is collected by the Guardian. An additional fee is charged for the above supervision in the amount specified in the price list. The fee will first be taken from the deposit collected at enrolment.

5.5 The enrolment of the Child for another Animation in accordance with point 5.4 above does not release the Guardian from the obligation to come to the Club.

5.6 Collection of the Child from the Club requires positive identification by the Child of the Guardian enrolling the Child for the Animation or another adult nominated by the Guardian when enrolling the Child for the Animation and the return of the Guardian's Wristband. If the Guardian's Wristband is not returned, the Operator has the right to retain the deposit.

5.7 In the event that the Child is not collected within the timeframe indicated in 5.1 above and despite the Caregiver's summons by means of the Caregiver's Wristband and attempts to call the Caregiver by telephone, the Caregiver fails to appear at the Club within an additional 30 minutes, the Club staff shall be entitled to notify the relevant government authorities.

## **6. LIABILITY**

6.1 Responsibility for the safety of participants during the Animation is the responsibility of the Animators/Club staff which means that: (i) the Animator is in the Club during the Activity; (ii) the Animator has the right to leave the Club, only if and when the Children participating in the Animation are under the supervision of another Animator or Club employee.

6.2 The Club is not responsible for any Child leaving the Animation arbitrarily.

## **7. FINAL PROVISIONS**

- 7.1 The Operator will not refund the fees for Animation which the Child did not attend regardless of the reasons for absence.
- 7.2 Due to the limited number of places in the Animation, in the event that the Child's attendance at the Animation is interrupted for reasons not attributable to the Club (including Animations to which the Child has been enrolled in accordance with clause 5.4 above), the Carer will be liable to pay the full Animation fee.
- 7.3 Carers may make complaints about the Club's services in accordance with the procedures set out in the Suntago General Terms and Conditions available at <https://parkofpoland.com/pl/regulaminy>. Complaints should be submitted immediately after noticing irregularities in the provision of services, including in particular the care provided for the Child.
- 7.4 In matters not covered by these Club Rules, the relevant provisions of the Suntago General Rules available at <https://parkofpoland.com/pl/regulaminy>, which are accepted by Suntago guests when purchasing tickets to Suntago, shall apply.