

## REGULATIONS FOR PURCHASING PHOTOS

### 1. General

- 1.1. These Regulations define the rules for the purchase of photos and the use of a self-service photo purchase machine ("**Device**") located in the Suntago Water Park ("**Water Park**") at 1 Nowy Świat Street, 96-300 Wręcza.
- 1.2. The Operator of the Device is "Global Parks Poland" limited liability company with its registered office in Warsaw, address: Fosa 41/11, 02-768 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the m.st of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS 0000335329, NIP 7010192128, REGON 141926930, share capital in the amount of PLN 1,000,000. ("**Operator**")
- 1.3. The Regulations are available on the website <https://parkofpoland.com> in the "Regulations" tab and at the stand dedicated to the sale of Photos in the lobby, as well as at the ticket office No. 1.
- 1.4. Using the Device and expressing the willingness to purchase Photos from the staff is tantamount to accepting these Regulations.

### 2. Photos

- 2.1. In the Water Park, in some of the slides located in the Jamango Zone, cameras have been placed to document each ride of the Water Park guests. ("**Photos**")
- 2.2. Each of these slides has been clearly marked.
- 2.3. If you wish to purchase a photo, you should (on the day of its execution) go to the Device located in the **Water Park** (the area behind the ticket office area) or in the **lobby** (the area from the entrance to the building to the ticket office area), as well as to the marked shopping desk in the lobby operated by the Water Park staff.
- 2.4. Purchasing Photos is possible:
  - a) by payment card (Devices located in the lobby and dedicated desks operated by staff in the lobby),
  - b) by using cash (dedicated staff desks in the lobby)
  - c) using a wristband received at the Water Park ticket office (Devices in the Water Park next to towel rental desk by the ticket office area – if available).
- 2.5. You can purchase individual Photos, Photo packages, Digital Photos and additional accessories.

- 2.6. In the case of additional accessories and purchase made independently in the Device – collection of accessories will be possible:
  - a) in the lobby: at the stand located next to the Device in the lobby,
  - b) in the park: at the towel rental desk by the ticket office area or in case of lack of staff at this stand - at the ticket office No. 2.
- 2.7. In the case of purchasing Photos at a dedicated stand operated by the staff, in order to make the purchase, please act in accordance with the instructions of the staff operating the stand.

### **3. Procedure for using the Self-Service Device**

- 3.1. The user starts the process by tapping the Start screen.
- 3.2. The Device scans the user's face to find their photos.
- 3.3. The user's photos are displayed with a visible watermark.
- 3.4. The user selects a photo package and has the ability to edit and assign photos to the indicated formats.
- 3.5. After making a choice, the Device allows to use the option of additional purchase of photo packages, digital photos and additional accessories.
- 3.6. Then the user makes a payment in the Device with a payment card, or in the case of Devices located in the Water Park behind the ticket office area – with the use of a wristband received from the Water Park staff.
- 3.7. After payment, the Device prints photos without a watermark and, if you choose a digital package, issues a purchase confirmation containing a QR code to download the digital versions.

### **4. Conclusion of the contract**

- 4.1. The sales agreement between the user and the Operator is concluded at the moment of making the payment at the Device or at the counter.
- 4.2. The price for selected photos is each time displayed on the screen of the Device, and the price list can also be found at the stand operated by the Water Park staff ("**Price List**").
- 4.3. The price of the Photos includes VAT.

### **5. Payment**

- 5.1. As a rule, payments are made cashless – by payment card or other electronic means supported by the Device.
- 5.2. Cash payment is possible at a dedicated sales stand in the presence of staff.

- 5.3. The Operator does not charge any additional fees except for those indicated on the screen or in the Price List.

## **6. Order processing**

- 6.1. The photos are printed and the digital version is made available immediately after the payment is made.
- 6.2. Downloading the digital version is done by scanning the QR code (the information will be printed on the transaction confirmation). The possibility of downloading the digital version of the Photos is available for 7 days from the date of purchase.
- 6.3. The Operator is not responsible for the unavailability of the digital version after 7 days from the date of purchase.

## **7. Liability and complaints**

- 7.1. The User has the right to file a complaint regarding the quality of the printout or the availability of the digital file within 7 days from the date of purchase.
- 7.2. Complaints should be submitted to the email address: kontakt@parkofpoland.com or by post to the address of the Operator's registered office.
- 7.3. The complaint should include a description of the defect and proof of purchase.
- 7.4. The Operator shall consider the complaint within 14 days from the date of its receipt.

## **8. Right of withdrawal**

Due to the nature of the service (immediate production and printing of photos at the individual request of the user) – in accordance with Article 38 section 1 point 3 of the Act on consumer rights – the user does not have the right to withdraw from the contract.

## **9. Data protection**

- 9.1. The Operator is the administrator of personal data.
- 9.2. Detailed information regarding the processing of personal data is provided in Appendix No. 1 to these Regulations.

## **10. Final provisions**

10.1. In matters not covered by these Regulations, the provisions of the Civil Code and the Act on Consumer Rights shall apply.

10.2. The Operator reserves the right to amend the Regulations, however, these changes do not affect the acquired rights of the users.

## **Appendix No. 1 to the Regulations**

# **INFORMATION CLAUSE – photos from the slide**

### **PERSONAL DATA ADMINISTRATOR**

1. The administrator of your personal data is Global Parks Poland Sp. z o.o. with its registered office in Warsaw (02-768) at 41/11 Fosa Street (hereinafter referred to as the "Controller" or "Suntago").
2. You can contact Suntago:
  - by mail at the above-mentioned address of the registered office,
  - by phone: + 48 22 464 44 22,
  - by e-mail: kontakt@parkofpoland.com.
3. The Controller has appointed a Data Protection Officer, who can be contacted in matters related to the protection of personal data by writing to the correspondence address indicated above, with the note "Data Protection Officer" or by e-mail: iod@parkofpoland.com.

### **PURPOSE, SCOPE AND LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA**

4. Personal data is processed in order to enable Guests of Suntago Water Park to view and purchase photos taken during a ride down some water slides, on the basis of Article 6(1)(b) of the GDPR (necessity for the performance of the contract or activities before its conclusion), and after the purchase on the basis of Article 6(1)(c) of the GDPR (in order to perform obligations resulting from the provisions of law, in particular in the field of taxation).
5. Your personal data will not be used for profiling or automated decision-making. Providing data is a condition for concluding a contract, necessary to purchase photos. Failure to provide data will prevent the purchase of photos.

### **RECIPIENTS OF PERSONAL DATA AND DATA TRANSFERS OUTSIDE THE EEA**

6. Access to your personal data will be granted to entities providing Suntago support on the basis of commissioned services, in accordance with concluded contracts (m.in. suppliers providing photography, IT, legal advice, payment operators).
7. In connection with the use of a photography service provider, personal data will be transferred to the United Kingdom. The transfer is carried out in accordance with the adequacy decision of the European Commission (Article 45 of the GDPR), which means that the data is protected to the same extent as in the European Union.

### **PERIOD OF STORAGE OF PERSONAL DATA**

8. Personal data in the form of photos of people using the slide will be stored for a period not longer than 14 days. Purchased photos remain available for download for 7 days after purchase. Payment data will be stored for the period provided for by tax law.

### **YOUR RIGHTS IN RELATION TO THE PROCESSING OF YOUR PERSONAL DATA**

9. You have the right to:

- request access to your personal data, rectification, deletion or restriction of processing, object at any time to the processing of your personal data for reasons related to your particular situation,
- lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection with its registered office in Warsaw.