



Suntago Water World
ul. Nowy Świat 1, 96-300 Wręcza

„Global Parks Poland” Sp. z o. o.
ul. Fosa 41/11, 02-768 Warszawa

Kapitał zakładowy 1 000 000 PLN
Rejestr przedsiębiorców, Sąd Rejonowy
dla m.st. Warszawy, XIII Wydział Gospodarczy KRS

NIP 701-019-21-28
REGON 141926930
KRS 0000335329

REGULATIONS OF THE SUNTAGO WELLNESS ZONE

§ 1. General Provisions

- 1.1 These Regulations set out the rules for using the services of the Suntago Wellness Zone (hereinafter: **“SPA Zone”**) at the Suntago Water Park in Wręcza (hereinafter: the **“Facility”**).
- 1.2 Whenever these Regulations refer to a “Guest”, this means any person using or intending to use the services of the SPA Zone (hereinafter: the **“Guest”**).
- 1.3 The Guest is obliged to read these Regulations before making a booking or using the services. By commencing use of the SPA Zone services, the Guest confirms that they have read the content of these Regulations and undertakes to comply with their provisions.
- 1.4 The SPA Zone staff are authorised to provide information about the available treatments, contraindications and the rules in force at the Facility.
- 1.5 In matters not regulated by these Regulations, the provisions of generally applicable Polish law shall apply, in particular the Civil Code and the Act of 30 May 2014 on Consumer Rights.
- 1.6 The SPA Zone forms a separate part of the Suntago Water Park. In the scope not regulated by these Regulations, all regulations in force at the Suntago Water Park shall apply, in particular the General Regulations of the Suntago Water Park and the Regulations for the online sale of admission tickets and services, available at reception and/or on the Facility’s website (www.suntago.com) (the **“Website”**).
- 1.7 The Wellness Zone is available only to persons who have reached the age of 16. Persons who have not reached the age of 16 may not use the treatments offered in the SPA Zone. Minors who have reached the age of 16 may use the treatments offered in the SPA Zone only with the written consent of a parent or legal guardian, unless the description of a specific treatment available on the Website states otherwise.

§ 2. Booking of Treatments

- 2.1 Treatments may be booked:
 - a) via the Facility’s Website in accordance with the Regulations for the online sale of admission tickets and services,
 - b) in person at the SPA Zone reception,
 - c) by telephone,
 - d) electronically (e-mail).
- 2.2 A booking is made for a specific date, time and type of treatment. The number of available time slots is limited, therefore we recommend planning visits in advance.
- 2.3 In the case of purchasing a treatment via the Website:



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- a) a purchase confirmation together with a QR code will be sent to the e-mail address provided during the transaction,
- b) the QR code is required to receive the treatment, therefore it must be presented at the SPA Zone reception before the treatment,
- c) the therapist is assigned at random, therefore the Guest is not able to choose a specific person,
- d) the SPA Zone reception is not able to change the date or time of a treatment purchased via the Website; in such a situation the booking cancellation rules set out in § 5 of the Regulations shall apply,
- e) when purchasing a treatment via the Website, the Guest is obliged to familiarise themselves with the contraindications to the selected treatment published on the Website,
- f) in the event of any doubts as to their state of health or the choice of treatment, please contact the SPA Zone reception before making the purchase. We will be happy to help select the right service.

2.4 In the case of purchasing a treatment on site (with an in-person, telephone or e-mail booking):

- a) the treatment is purchased by holding the wristband (transponder) against the reader at the SPA Zone reception before the treatment begins. The fee for the treatment is assigned to the Guest's wristband,
- b) settlement of the fee assigned to the wristband takes place at the Facility's cash desk, in accordance with the settlement rules in force at the Suntago Water Park,
- c) a condition for receiving the treatment is the prior assignment of the fee to the wristband in the manner set out in point a) above.

§ 3. Rules of Arrival and Performance of the Treatment

- 3.1 Please arrive for your booked treatment at least 10 minutes before the scheduled start time. This time is intended for:
 - a) verification of the absence of health contraindications,
 - b) payment of the fee for the treatment (if not already made),
 - c) changing and preparing for the treatment.
- 3.2 The treatment time comprises the preparation time for the treatment and the time of the actual treatment combined.
- 3.3 The Guest is asked to change into the disposable underwear provided by the Facility in the room where the treatment will be performed. The Facility provides Guests who have purchased a treatment with disposable underwear, towels, a bathrobe and slippers. The towels and bathrobe remain the property of the Facility and are intended for use only within the SPA Zone. The Guest is obliged to return them when leaving the SPA Zone. In the event



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of failure to return, loss or damage of a towel or bathrobe, the Facility is entitled to charge the Guest a fee of:

- a) towel – PLN 99,
- b) bathrobe – PLN 149.

The fee is assigned to the Guest's wristband (transponder) and is settled at the Facility's cash desk.

- 3.4 A condition for the treatment to be performed by the therapist is that the Guest is wearing the disposable underwear, their own underwear or a swimsuit.
- 3.5 The Guest is asked to bring all personal belongings with them into the treatment room. The SPA Zone is not liable for items left outside the treatment room, given that the Facility does not have a dedicated place for storing belongings during treatments.
- 3.6 In the event that the Guest is late:
 - a) lateness of up to 15 minutes: the treatment is shortened by the duration of the lateness, while the price of the treatment remains unchanged,
 - b) lateness of more than 15 minutes: the treatment may be shortened or cancelled if it is not possible to carry it out within the reduced time in a way that meets the appropriate standards. The Guest will be informed of the available options, i.e. either the performance of a shortened treatment or its cancellation.

§ 4. Safety and Contraindications

- 4.1 Before commencing the treatment, the therapist conducts an interview concerning the Guest's state of health in order to rule out contraindications. The interview is conducted only to the extent necessary to assess whether the treatment can be performed safely. The rules for processing the data collected during the interview are set out in § 8 of these Regulations.
- 4.2 During the interview, the Guest may voluntarily provide information about any health complaints, medications taken, pregnancy or other circumstances that may affect the course and safety of the treatment. In the event of refusal to take part in the interview or failure to provide the information necessary to assess whether the treatment can be performed safely, the therapist will inform the Guest whether the treatment can be performed. If the treatment cannot be performed safely, the therapist will refuse to perform it and, where possible, will propose another treatment appropriate to the circumstances.
- 4.3 The SPA Zone is not liable for the consequences of the Guest concealing information affecting the safety of the treatment.
- 4.4 The SPA Zone staff have the right to refuse to perform a treatment in the event of:
 - a) identification of health contraindications to performing the treatment,
 - b) a condition indicating the consumption of alcohol or other intoxicating substances,
 - c) behaviour of the Guest that breaches the comfort or safety of the staff,



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d) a breach by the Guest of the provisions of these Regulations.

- 4.5 In the event of refusal to perform a treatment due to health contraindications concealed by the Guest contrary to the obligation set out in point 4.2, the fee paid is non-refundable. In the event of refusal to perform a treatment due to health contraindications of which the Guest truthfully informed during the interview, or in the event of refusal to consent to take part in the health interview, the Guest is entitled to a refund of the full amount paid or, at their choice, the option of changing the appointment (this does not apply to refusal to consent to the interview) or the type of treatment.
- 4.6 In the cases referred to in point 4.4, sub-points b)–d), the fee paid is non-refundable.
- 4.7 A detailed list of contraindications to individual treatments is available on the Website and at the SPA Zone reception.
- 4.8 The Guest is obliged to respect the physical and mental boundaries of the SPA Zone staff. Any behaviour of an uncomfortable nature that violates the dignity or safety of the therapist results in the immediate termination of the treatment. In such a case, the fee paid is non-refundable, and the Facility reserves the right to refuse to provide services to the Guest in the future, for a period of up to 24 months from the event, in the case of a gross breach of the rules set out in this paragraph.
- 4.9 The SPA Zone provides exclusively massage services and treatments of a relaxing, care and therapeutic nature. The Facility does not provide and does not tolerate services of an erotic or sexual nature, and any proposals of this kind are treated as a gross breach of these Regulations within the meaning of point 4.8 above.

§ 5. Cancellation of a Booking and Change of Appointment

- 5.1 A contract for the performance of a treatment concluded via the Website, by telephone or electronically (e-mail) constitutes a contract for the provision of services connected with leisure, in which a day or period for the provision of the service is specified. Accordingly, pursuant to Article 38(1)(12) of the Act of 30 May 2014 on Consumer Rights, a Guest who is a consumer is not entitled to the statutory right to withdraw from a distance contract within 14 days. Notwithstanding the above, the Facility grants Guests a contractual right to cancel a booking on the terms set out in this paragraph.
- 5.2 The Guest has the right to cancel a treatment purchased via the Website themselves, through the Website, no later than 20:00 on the day preceding the scheduled treatment appointment. In such a case:
- a) the refund is made in the form of a value voucher (valid for 12 months) to be used at the Facility, with a value corresponding to the price of the treatment,
 - b) the handling fee is PLN 12 for each cancelled service and corresponds to the costs of processing the booking cancellation,
 - c) the rules for using the voucher, including its validity period, are set out in the Regulations for the online sale of admission tickets and services.



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- 5.3 A booking made by telephone, electronically (e-mail) or on site may be cancelled by the Guest free of charge by contacting the SPA Zone reception no later than 20:00 on the day preceding the scheduled treatment appointment.
- 5.4 In the event of cancellation of a booking after the deadline set out in point 5.2 or 5.3 respectively, or of failure to attend a booked treatment without prior cancellation, the Facility is entitled to:
- a) retain the full fee for the treatment (in the case of services paid in advance),
 - b) charge the Guest a fee for the booked treatment in accordance with the current price list (in the case of a booking without prepayment).
- 5.5 We understand that unforeseen situations beyond the Guest's control may occur (e.g. sudden illness, accident). In such cases, please contact the SPA Zone reception. Each situation is considered individually, and the Facility may waive the fees referred to in point 5.4.
- 5.6 In the event of cancellation or the need to change the treatment appointment for reasons attributable to the Facility (e.g. absence of a therapist), and also in the event of refusal to perform a treatment due to health contraindications of which the Guest truthfully informed, or refusal to consent to take part in the interview (§ 4.5, second sentence), the Guest is entitled, at their choice, to:
- a) a refund of the full amount paid in monetary form, made using the same means of payment used by the Guest, unless the Guest expressly agrees to another form of refund (including a voucher) that involves no cost to them, or
 - b) a new treatment appointment, without the Guest incurring any additional costs or a handling fee.
- 5.7 The new treatment appointment may be set for the same day or for another day. In the case of choosing another day, a condition for receiving the treatment is that the Guest holds a valid admission ticket to the Suntago Water Park for that day, whereby the Facility does not provide or cover the cost of such a ticket.
- 5.8 The provisions of point 5.2 (voucher, handling fee) do not apply to the refunds referred to in point 5.6, or to other cases in which a refund is due to the Guest on the basis of generally applicable law.
- 5.9 The detailed rules for making refunds and the technical procedure for cancelling bookings made electronically are set out in the Regulations for the online sale of admission tickets and services available on the Website. The provisions of this paragraph do not exclude or limit the rights to which consumers are entitled under generally applicable law.



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§ 6. Rules of Conduct in the SPA Zone

- 6.1 Within the SPA Zone, quiet must be maintained and the comfort and privacy of other Guests respected.
- 6.2 Guests are obliged to:
 - a) comply with the instructions of the SPA Zone staff,
 - b) maintain tidiness and personal hygiene,
 - c) respect the equipment and facilities of the Facility,
 - d) refrain from playing loud music and talking on the phone (in particular in speakerphone mode),
 - e) refrain from using mobile phones during the treatment, including refraining from taking photographs during the treatment.
- 6.3 A complete ban on the consumption of alcohol and intoxicating substances applies within the SPA Zone.
- 6.4 Guests are financially liable for damage caused through their own fault to the property of the Facility or of other Guests.
- 6.5 The Facility is not liable for the consequences of using treatments contrary to the instructions of the staff or contrary to medical advice.

§ 7. Liability of the Facility

- 7.1 The SPA Zone undertakes to provide services with due diligence, in accordance with the applicable standards and legal provisions.
- 7.2 The liability of the SPA Zone for damage caused to a Guest is limited to the actual value of the damage and does not include lost profits, with the exception of damage caused through the intentional fault or gross negligence of the SPA Zone staff.
- 7.3 The provisions of this paragraph do not exclude or limit the rights to which consumers are entitled under generally applicable law.

§ 8. Personal Data and the GDPR

- 8.1 The controller of personal data is “Global Parks Poland” Sp. z o.o. with its registered office at ul. Fosa 41/11, 02-768 Warsaw. Contact is possible by post to the registered office address indicated or by e-mail: kontakt@parkofpoland.com.
- 8.2 The controller has appointed a Data Protection Officer, who can be contacted on any matter concerning the processing of personal data by sending an e-mail to: iod@parkofpoland.com.
- 8.3 Personal data is processed for the purpose and on the basis of:



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- 8.3.1. accepting and handling the booking, performing the treatment in the Wellness Zone, contact related to the provision of the service, and handling payments and settlements. The basis for processing the data is Article 6(1)(b) of the GDPR (i.e. performance of a contract);
- 8.3.2. assessing contraindications to performing the treatment and ensuring safety during its performance. For this purpose, information concerning your state of health provided by you in a questionnaire or during the interview before the treatment may be processed. The basis for processing this data is your explicit consent, pursuant to Article 9(2)(a) of the GDPR;
- 8.3.3. fulfilling obligations arising from legal provisions, in particular tax and accounting provisions. The basis for processing the data is Article 6(1)(c) of the GDPR;
- 8.3.4. establishing, pursuing or defending against claims, as well as handling complaints and grievances. The basis for processing the data is Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the controller.
- 8.4 The data will be stored for the period necessary to provide the service and subsequently for the period required by law (e.g. tax law) or until the limitation of claims. In the case of personal data processed on the basis of consent, it will be stored until consent is withdrawn.
- 8.5 Personal data will be disclosed only to entities providing support to the controller on a commissioned-services basis and in accordance with the agreements concluded (including IT, legal and advisory services), to insurers, or to entities authorised under the law.
- 8.6 Every person has the right to access the content of their data and to rectify, erase and restrict its processing, the right to data portability, the right to object to processing, and the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal. Every person also has the right to lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing of their personal data infringes the provisions of the GDPR.
- 8.7 Personal data will not be processed in an automated manner or subjected to profiling. Your data will not be transferred outside the European Economic Area or to international organisations.
- 8.8 Providing identification and contact data is necessary to make a booking and to provide the service. Providing data concerning health is voluntary; however, failure to provide it may make it impossible to assess whether the treatment is safe for the Guest, which will consequently make it impossible to perform certain treatments.



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§ 9. Final Provisions

- 9.1 The Guest may submit complaints regarding the services provided in person at the SPA Zone reception (which we recommend, given the possibility of on-the-spot verification by the staff present in the SPA Zone, whereby this does not exclude the right to a response within 14 days in accordance with applicable law) or electronically to the e-mail address kontakt@parkopoland.com. A complaint should contain a description of the objections and the expected manner of its resolution. Complaints are examined within 14 days of their submission, of which the Guest will be informed in the form in which they submitted the complaint.
- 9.2 The SPA Zone reserves the right to amend these Regulations. The current version of the Regulations is always available at reception and on the Facility's Website.
- 9.3 Amendments to the Regulations enter into force on the day of their publication, unless another date is indicated. They do not affect the rights acquired by Guests on the basis of contracts concluded before the amendments were introduced.
- 9.4 These Regulations are available at the SPA Zone reception and on the Website.

Date of entry into force of the Regulations:
