

REGULATIONS OF USING THE FACILITY OF TERMY BUKOVINA

(hereinafter: 'Regulations')

I. GENERAL

1. Termy BUKOVINA is a complex of geothermal pools supplied with thermal water, which is located in Bukovina Tatrzańska. The owner and administrator of the facility of Termy BUKOVINA (hereinafter: 'Facility') is Bukowiańskie Towarzystwo Geotermalne Spółka z ograniczoną odpowiedzialnością entered into the Register of Entrepreneurs of the National Court Register held by the District Court for Kraków-Śródmieście in Kraków, XII Commercial Department of the National Court Register under KRS No 0000133262 with its registered office in Bukovina Tatrzańska, ul. Sportowa 22, 34-530 Bukovina Tatrzańska, authorised capital paid-up, NIP: 736-157-95-80, e-mail: termy@bukovina.pl, tel.: +48 18 20 20 070, fax: +48 18 20 25 413 (hereinafter: 'BTG').
2. Buying an entry ticket to the Facility implies becoming acquainted with and accepting the terms and conditions of these Regulations and detailed regulations applicable in the Facility and made available on the website of BTG at www.termybukovina.pl.
3. Before entering the area of the Facility and before starting to use equipment and attractions of the facility, a visitor is to become acquainted with these Regulations as well as regulations and operational manuals and guidelines concerning equipment and attractions of the Facility available in the Facility and on the website at www.termybukovina.pl. In case of organised groups, a guardian of an organised group is responsible for becoming acquainted with the regulations and instructions applicable in the Facility.
4. Upon entering the area of the Facility, every visitor to the Facility undertakes to observe provisions of the regulations and manuals applicable in the Facility. A failure to observe regulations applicable in the Facility may lead to an accident, injuries, or losses.

5. The Facility is open daily from 9.00 a.m. to 10.00 p.m. An exception are situations when special events are organised in the area of the Facility, when the Facility is open at times given by the owner of the Facility. Ticket rooms to the Facility are closed at 9.00 p.m. The management of BTG reserves the right to change closing times of ticket rooms as well as opening and closing times of the Facility.
6. Equipment and attractions available in the area of the Facility are turned off at 9.45 p.m. except for situations described in section 5 above, the second sentence.
7. Visitors to the Facility who violate rules of public order, principles of morality, including through vulgar language and creating hazards for other visitors to the Facility, and persons who do not follow regulations and instructions applicable in the Facility, instructions of services and personnel of BTG may be expelled from the Facility without the right to the refund of ticket or pass. Moreover, such behaviour may result in taking relevant legal actions.
8. All visitors to the Facility are obliged to follow messages announced over the public address system in the Facility.
9. The following are prohibited in the area of the Facility:
 - a) smoking and chewing gum,
 - b) drinking alcohol outside designated places,
 - c) bringing in sharp tools and other hazardous objects,
 - d) bringing in alcohol, food and other products in glass packages to the area of the Facility,
 - e) bringing animals to the Facility and their stay in the Facility,
 - f) entry of persons who are under the influence of alcohol or intoxicants, and
 - g) conducting a commercial activity without written consent of the Management of BTG.
10. An organised group shall be understood to be a group of minimum 15 persons.
11. A guardian of an organised group of 15 or more persons is obliged to hold and display to personnel of BTG a list of participants of an organised group.

12. Before an organised group enters the area of the Facility, its guardian is obliged to fill in a form 'Declaration of Group Guardian' in order to determine rules of using the Facility by an organised group and data of group participants – the form is available at the reception of the Facility and on the website at www.termybukovina.pl.
13. Data included in the 'Declaration of Group Guardian' mentioned in section 12 above constitute business secrets and are stored according to the regulations of the Act on personal data protection and will not be used for marketing purposes without obtaining required consents.
14. If members of an organised group are children aged under 10, the number of participants in care of a single guardian of an organised group cannot exceed 10 persons.
15. If members of an organised group are children and adolescents aged from 10 to 18, the number of participants in care of a single guardian of an organised group cannot exceed 15 persons.
16. If members of an organised group are persons above 18, the number of participants in care of a single guardian of an organised group cannot exceed 30 persons.
17. A guardian of an organised group is responsible for behaviour of members of an organised group in the area of the Facility.
18. To provide supervision over security of persons using services offered by the Facility, personnel and the protection of order and property, visual monitoring has been installed in all public areas. The monitoring will cover exclusively records of visual data.
19. BTG shall not be liable for any valuables, which normally should not be brought by persons who use the Facility, subject to a situation where the company has accepted such things for deposit located at the Main Reception of the Facility or if their loss results from wilful misconduct or gross negligence of BTG or its employee. If a valuable object is accepted for deposit, the Deposit Regulations applicable in the area of the Facility shall apply, which are available on the website at www.termybukovina.pl.

20. All equipment made available to visitors in the area of the Facility has legally required approvals and certificates and guarantees the safety of its use, provided it is used according to operational manuals and regulations or instructions on its use.
21. BTG reserves the right to exclude equipment and attractions of the Facility due to a failure, especially if a failure to do so would cause hazard to health or life of their users. In this case, the exclusion of attractions and equipment will be announced with a notice placed at the ticket rooms to the Facility, to make them accessible when buying entry tickets. In this situation the purchase of a ticket implies the acceptance of the lack of possibility of using a temporarily excluded attraction or equipment. Detailed rules of using equipment and attractions of the Facility are given in separate regulations and manuals available in the area of the Facility and on the website at www.termybukovina.pl.
22. Items left in the area of the Facility by persons using the Facility will be sent back to them upon their request and in a manner agreed upon. Costs of sending a thing will be covered by the person who has left it in the Facility. If no such request is given, BTG will store a thing for the period of 30 days from the day of its finding. Next, BTG will handle a found item according to regulations of the Act of 20 February 2015 on found things.
23. If in doubt about any provisions of the regulations applicable in the Facility, request personnel of the Facility for clarification.
24. The text of these Regulations is available on the website at www.termybukovina.pl.

II. RULES OF USING THE FACILITY

1. Before entering the area of the Facility and starting to use any equipment and attractions of the Facility, make yourself acquainted with these Regulations as well as regulations and manuals of using equipment and attractions available in the Facility and follow them strictly during the whole stay in the area of the Facility and during their use.

2. Before entering the area of the Facility, all visitors to the Facility receive a wristband with an electronic reader for the period of stay in the area (hereinafter: 'Wristband'), which enables the free movement in the area of the Facility, making non-cash purchases and using additional services, e.g. in the food service zone, SPA and saunas (a limit on the Wristband is PLN 200.00). All purchased products and paid extra services are recorded on the Wristband and accounted for when exiting the Facility at the check-out. Moreover, Wristbands allow to control time, if a visitor to the Facility chooses to buy a time ticket. There are readers in the swimming pool hall, where a remaining paid time in the Facility is displayed after putting a Wristband next to the reader. There are lockers with readers in the locker room, where a locker number is displayed after putting a Wristband next to a reader. A locker number is allocated to a Wristband for the period of visit to the Facility. A fee for losing a Wristband amounts to PLN 250.00 (say: two hundred and fifty zlotys).
3. Children under 13 may stay in the area of the Facility and swim in its pools exclusively under care of adults.
4. Visitors to the Facility are obliged to place and store all their belongings in designated lockers in locker rooms, to lock their lockers safely and to check if they are left locked. BTG shall not be liable for any things left in a locker room outside lockers or for things left in a locker that is not locked safely. If in doubt as to locking a locker safely, request an employee of the Facility for help.
5. Any valuables, including things that enable the use of valuables, are to be left in the deposit at the Main Reception of the Facility for the period of visit to the Facility. Leaving things in a deposit is regulated in detail in the Deposit Regulations. The Regulations mentioned in the preceding sentence are available on the website at www.termybukovina.pl.
6. Before entering the pool hall located in the area of the Facility, every visitor is obliged to use showers in order to wash one's body and disinfect feet.
7. Visitors to the pool hall are obliged to wear a bathing swimsuit: for women a one- or two-piece bathing suit and for men swimming trunks or bathing shorts.
8. Visitors to the Facility are obliged to wear flip-flops.
9. Children using diapers have to wear disposable bathing diapers.

10. Persons who cannot swim may use exclusively a zone of the pool hall designated for such persons.
11. After entering the pool hall of the Facility, a guardian of the group is obliged to contact a rescuer immediately in order to determine the rules of using the Facility by the organised group.
12. Guardians of organised groups are obliged to stay in the pool hall in a swim suit.
13. Group classes in the pool hall may be carried out only in the presence of swimming instructors and rescuers.
14. Group classes are carried out strictly according to a determined timetable available at the Reception of the Facility.
15. While using equipment and attractions of the Facility, strictly observe manuals, regulations, markings (pictograms), and instructions given by personnel of the Facility.
16. While using a water slide, strictly follow instructions and regulations available at the slide and follow light signals.
17. It is prohibited in the area of the Facility:
 - a) to take any actions that may pose a hazard to other visitors to the Facility,
 - b) to run and push other visitors to water,
 - c) to stay in the Facility under influence of alcohol or other intoxicants,
 - d) to bring, sell, offer and consume any alcoholic beverages and intoxicants,
 - e) to trigger false alarms,
 - f) to climb sculptures, railings, rescuer stations, walls around the pools, flowerbeds, rocks, decorative elements of the Facility and other equipment not designated for this purpose,
 - g) to jump off walls, railings, stairs, Jacuzzi tubs, flowerbeds and other structural elements of the Facility as well as the bank of a pool, including to run up or dive,
 - h) to use rescue equipment for purposes other than designated,
 - i) to use equipment and attractions contrary to regulations and manuals applicable in the area of the Facility,

- j) to eat food in the area of locker rooms, changing rooms and the pool hall, exclusive of the Main Bar and a zone around it in the Facility,
 - k) to dump dishes, remnants of food and any and all other objects that are not designated for use in water into water,
 - l) to destroy equipment of the Facility,
 - m) to contaminate water in the pool and the area of the Facility, and
 - n) to use soap and other chemical agents in the pool hall (outside of showers and toilets).
18. It is prohibited to use the Facility by persons who suffer from:
- a) external signs of skin diseases,
 - b) open wounds and cuts,
 - c) breathing difficulties,
 - d) and the following persons:
 - suffering from balance disorders,
 - suffering from circulatory system disorders,
 - suffering from infectious diseases,
 - receiving frequent intravenous injections,
 - not following standards of personal hygiene,
 - acting aggressively, and
 - under influence of alcohol or other intoxicants.
19. Persons of ill health, low fitness or feeling unwell and pregnant women should use the equipment and attractions of the Facility according to their current health condition and with special care. BTG shall not be liable for any events that result from the failure to follow laws and regulations and instructions applicable in the area of the Facility. Persons with an unstable health condition should use the equipment and attractions of the Facility only after prior consultation with a doctor.
20. Any cuts and injuries should be reported immediately to a nearest rescuer who is present in the pool hall of the Facility.

III. FEES

1. A visit to the Facility and using its services is accounted for based on a pricelist approved by the Management Board of BTG, enclosed to these Regulations and available at the Reception of the Facility and on the website at www.termybukovina.pl. A fee is collected when entering the Facility according to an applicable pricelist.
2. Discounts, promotions and optional free use of the Facility cannot be combined or used together, unless regulations of the promotion allow this explicitly.
3. A valid document with a photo entitles to receive a discount (e.g. a student identification card).
4. A sauna zone available in the area of the Facility is paid additionally.
5. When leaving the Facility, a visitor makes a final settlement of a visit and food and drinks consumed in the area of the Facility.
6. A time of visit to the Facility is measured from the moment of passing an entry gate at the ticket room until going through it during exit. One should go through an entry gate immediately after buying a ticket.
7. BTG reserves the right to suspend the sale of tickets if no empty lockers are available in the locker room of the Facility.
8. An invoice for services rendered by BTG may be received at the Main Reception of the Facility, based on submitted receipts, within 3 months of an issue date of such receipts. An invoice for services rendered by BTG is issued to entrepreneurs only if they submit fiscal receipts with a NIP number – according to art. 106b(5) of the Act of 11 March 2004 on value added tax.
9. All visitors to the Facility are obliged to leave it until 10.00 p.m., except for situations mentioned in section I(5), second sentence. Visitors who buy an entry ticket for a specific time that goes beyond opening times of the Facility accept that they will not be able to use the purchased time, because the Facility closes at 10.00 p.m.

10. Notwithstanding the provisions of section 9 above, Customers who leave the Facility after 10.00 p.m. or, in the situation indicated in section I(5), second sentence, after the time indicated by the owner of the Facility, are charged an extra fee according to the Pricelist.
11. Tickets that entitle to use the Facility are owned by BTG (all types of entry cards, passes, admissions, etc.) and may be purchased exclusively at ticket rooms in the area of the Facility or over the Internet via the website at www.termybukovina.pl.
12. Tickets purchased from unauthorised persons or in an unauthorised manner will not be accepted.
13. Any and all questions, comments, and complaints concerning services rendered by BTG may be sent to the address indicated in section I.1 of these Regulations, submitted by phone at +48 18 20 20 070, or e-mailed to biuro@bukovina.pl.
14. All complaints will be handled within 14 days of their receipt by BTG.

IV. LIABILITY

1. A visitor shall pay a whole value of loss due to damage of any elements of the Facility or destruction, damage to or loss of things transferred to the visitor.
2. BTG shall not be liable for any events that result from the failure to follow these Regulations or regulations and manuals of using the equipment and attractions of the Facility or instructions given by personnel of the Facility.
3. BTG shall be legally liable for default on its services.

V. INFORMATION CLAUSE – PERSONAL DATA PROCESSING

1. A controller of personal data processed in relation to rendering services by the Facility is Bukowińskie Towarzystwo Geotermalne Sp. z o.o. with its registered office in Bukowina Tatrzańska, ul. Sportowa 22, 34-530 Bukowina Tatrzańska, entered into the Register of Entrepreneurs of the National Court Register held by the District Court for Kraków-Śródmieście in Kraków, XII Commercial Department of the National Court Register under KRS No 0000133262 (hereinafter in section V referred to as 'Controller').

2. A contact person in matters concerning the processing of your personal data is the Data Security Inspector (IOD) designated by the Controller, who is available by e-mail: iod@bukovina.pl or mail: Bukowińskie Towarzystwo Geotermalne Sp. z o.o., ul. Sportowa 22, 34-530 Bukovina Tatrzańska, with a note '*Inspektor Ochrony Danych*'.
3. During the use of services rendered by the Facility, if reasonable, the Controller shall collect and process the following personal data of an individual customer, a member of a group, a group custodian, a parent/legal guardian of a visitor:
 - a) a name,
 - b) a mailing address,
 - c) an e-mail,
 - d) a phone number,
 - e) a year of birth, if providing such data is required, because a group participant wishes to use additional discounts due to age,
 - f) a disability certificate, if providing such data is required, because a group participant wishes to use additional discounts, and
 - g) an address, a NIP number (tax identification), and a name of business activity, if required to issue a VAT invoice.

Due to the installed visual monitoring in the area of the Facility, the Controller will also process personal data such as an image (figure) of an individual customer, a group participant and a group guardian, a parent/legal guardian of a participant, and a participant of an organised Event (Pool Night).

4. The Controller will collect and process such personal data for the following purposes:
 - a) pursuant to art. 6(1)(a) GDPR – to give a consent by a Participant:
 - to take part in competitions organised by the Controller, and
 - to make a direct contact with a Participant according to a granted consent,

- 2) pursuant to art. 6(1)(b) GDPR – to take measures required by a person, i.e.:
 - to prepare and perform an offer for individual customers and a group guardian,
 - to identify individual customers, group members, a group guardian, and a parent/legal guardian,
 - to purchase an entry ticket by an individual customer, a group guardian, a parent/legal guardian or a participant of an organised Event,
 - to confirm services offered by the Controller used by an individual customer, a parent/legal guardian or a participant of an Event organised by the Controller,
- 3) pursuant to art. 6(1)(c) GDPR – as necessary to fulfil a legal obligation of the Controller, i.e.:
 - to examine complaints,
 - to archive data of persons who use documented services offered by the Controller, and
 - to make accounting, fiscal and tax settlements,
- 4) pursuant to art. 6(1)(f) GDPR – to pursue legitimate interest of the Controller, i.e.:
 - to determine, file and defend against mutual claims due to default on or improper performance of a contract,
 - to ensure security of persons staying in the monitored area (including the security of personnel), order and protection of property, and
 - for direct marketing other than under a consent (discount cards, loyalty programmes).
5. Recipients of collected personal data will be:
 - a) authorised personnel and co-workers of the Controller,
 - b) personnel (self-employed) who are parties to assignment agreements, to enable them the fulfilment of their duties upon request of the Controller,
 - c) entities authorised to receive such data under applicable regulations (banks, courts, state authorities, President of UODO),

- d) service providers who provide the Controller with technical and organizational solutions as well as IT infrastructure that enable the management of his organization (providers of IT services, providers of payment services, providers of e-mail services, and servers),
 - e) providers of services that support the Controller in the marketing area (entities that operate the website, providers of tools for monitoring and analysing user traffic, senders of text messages and e-mails),
 - f) providers of services within mail and parcel deliveries working for the Controller,
 - g) providers of legal and consulting services and supporting the Controller in enforcing claims (including but not limited to law firms, debt collection firms and external auditors),
 - h) providers of accounting services, and
 - i) persons authorised by the User within the performance of his rights.
6. No collected data will be transferred outside the European Union or the European Economic Area (EEA), i.e. to any non-Member states or international organizations.
7. Personal data collected by the Controller will be processed for the period necessary to fulfil purposes indicated in section 4, i.e.:
- a) for 5 years from the beginning of a year following a financial year in which operations, transactions, proceedings and accounting documents and reports have been completed,
 - b) 1 year after the expiry of a guarantee and settlement of claims,
 - c) 6 years after the limitation of claims due to the performance of a contract falling on the last day of a calendar year,
 - d) upon the discontinuation of processing for analytical or business planning purposes,
 - e) data from visual monitoring will be stored for the period of 2 weeks, and next removed by taping over, and
 - f) in case of persons who have given consent to their processing, processing will be discontinued if consent is withdrawn.

A Participant may withdraw one's consent to processing personal data for purposes relating to holding a competition. Withdrawing a consent by a Participant means resignation from a competition and losing a right to any awards, however withdrawing a consent does not affect conformity to law of previous personal data processing by the Controller.

8. The Controller ensures that all persons whose personal data are processed hold relevant rights under GDPR:
 - a) the right to gain access to personal data,
 - b) the right to rectify data,
 - c) the right to delete data,
 - d) the right to limit processing,
 - e) the right to object to personal data processing,
 - f) the right to transfer data, and
 - g) the right to file a complaint to a supervisory authority, namely to the Chairman of Personal Data Protection Authority (to the address: Urząd Ochrony Danych Osobowych ul. Stawki 2, 00-193 Warszawa).
9. In addition, all persons whose personal data are processed within monitoring hold relevant rights under GDPR:
 - a) the right to gain information about monitoring in a specific place, its scope, purpose, name of entity responsible for the system, its address and contact data,
 - b) the right to gain access to recordings, if reasonable,
 - c) the right to demand deleting data that concern the person,
 - d) the right to anonymise an image on recordings and/or delete one's personal data, and
 - e) the right to process data for a limited time.
10. Providing personal data mentioned in section 3 above is voluntary, however necessary for using services rendered by the Controller and filing claims, if any. If such data are refused, the Controller may not take actions in order to execute a contract (e.g. sell e-tickets, serve organised groups, offer discounts) or perform it, which in consequence will prevent using services rendered by the Controller that require sharing such data.

11. Processing collected personal data will not involve the use of any systems or methods used for automated decision-taking, including profiling.

VI. Final Provisions

1. Any and all rights to the name and logo of TERMY BUKOVINA are reserved for BTG.
2. The Regulations are available at the entry to the Facility and on the website at www.termybukovina.pl.
3. Generally applicable laws shall apply to any issues not governed in these Regulations or in regulations mentioned in section I(23)) of these Regulations.
4. These Regulations shall apply since 1 July 2022.