

## **Rules of Park Wodny Bania S.A.**

1. The Rules of Park Wodny Bania S.A. define the organisation and order of using the services provided by Park Wodny Bania S.A., and in particular:
  - a. the course and form of service provision by Park Wodny Bania S.A. with the assurance of suitable availability and quality of these services,
  - b. conditions on the basis of which Park Wodny Bania S.A. provides services for its users, including the scope of activities of its employees and conditions of collaborative interaction between employees and users of the facility to ensure functional efficiency, as well as safety and comfort of users,
  - c. rights and obligations of users of Park Wodny Bania S.A.
2. Whenever these Rules refer to:
  - a. Terma Bania, Park Wodny Bania S.A. or the facility – this shall mean the water park facility operating under the name Terma Bania, located in Białka Tatrzańska at ul. Środkowa 181, owned and administered by Park Wodny Bania S.A., with its registered office in Białka Tatrzańska (34-405), at ul. Środkowa 181.
  - b. Facility Management – this shall mean the persons who manage the facility on behalf of its administrator.
  - c. Rules – this shall mean the content of this document and the content of other documents adopted by the Management Board of Park Wodny Bania S.A., which define the process of using the services provided by Terma Bania.
  - d. User or visitor – this shall mean a natural or legal person who benefits from the services provided by Terma Bania, which are defined by variety.
  - e. Transponder – this shall mean an electronic component which comes in the form of a watch, a key ring or a band worn on the wrist, which identifies the user and allows access to the areas of the facility specified in the purchased ticket.

### **Article 1. General Information**

1. Before entering the facility and using individual devices/services of Terma Bania, it is necessary to become familiar with these Rules and operating instructions for individual devices, as well as pictograms affixed next to these devices, which constitute an integral part of these Rules.
2. The Rules of Terma Bania apply to all users of the facility and are intended to maintain safety, order and cleanliness throughout the facility. It is assumed that on entering the facility, each user accepts the provisions of these Rules and all other regulations related to ensuring safety within the facility.

### **Article 1.1. Terma Bania - basic information**

1. At Terma Bania, there are four main zones of user accessibility: Fun Zone, Relax Zone, Sauna Zone and SPA. Entering these zones incurs fees determined in accordance with the price list of the facility. Moreover, selected zones require users to adjust their activity and that of those in their care in accordance with individual abilities:
  - a. paddling pool – up to 0.4 m deep,
  - b. water playground – up to 0.35 m deep,
  - c. zone for non-swimmers – up to 1.25 m deep,
  - d. the “Wave Ball” zone for those who can swim – up to 1.5 m deep (in this zone there is a ball submerged in water which produces artificial waves).
2. The building is equipped with suitable rooms (changing rooms) and lifts partially adapted for disabled visitors.
3. Detailed rules for the use of devices or attractions may be included in separate instructions, the provisions of which may supplement the content of these Rules.
4. Terma Bania is open from Monday to Sunday from 9:00 to 22:00. Terma Bania reserves the right to amend the opening hours of the facility or individual attractions due to prevailing weather conditions. The opening hours of Terma Bania are also subject to change due to holidays, ongoing promotions, service interruptions, etc. All information about amended opening hours will be published in advance on the website: [www.termabania.pl](http://www.termabania.pl).
5. The ticket counters at Terma Bania close 30 minutes before the scheduled closing time of the facility. Devices and attractions available at the facility will be switched off 10 minutes before the closing time.
6. The premises of Terma Bania must be vacated no later than at the closing time. Otherwise, a fee will be charged in accordance with the applicable price list.
7. Terma Bania is a partially monitored facility in order to improve visitor safety. Users agree not only to have their own stay in Terma Bania monitored and recorded but also to have the material collected in this way used in the event of disputes, e.g. regarding the payment of fees for the use of attractions, the purchase of catering products, and compliance with these Rules.
8. The facility is continuously monitored in order to ensure the safety of its customers, the property of its customers and that of Terma Bania. Park Wodny Bania S.A. guarantees that the monitoring process is carried out in a way that does not violate the personal rights and dignity of the users, and that there are no monitoring devices installed in areas such as toilets, shower rooms, changing rooms or saunas.

9. In the event of a dispute, monitoring footage may be made available at the request of the Customer or security services, and with the approval of the management of the facility.
10. In selected areas of Terma Bania, it is possible to use the Internet (Wi-Fi connection in the currently most popular standard). If connecting to the Internet requires an access password, it will be available on the welcome page after connecting to the network or from the Customer Help Desk. Terma Bania reserves the right to temporarily interrupt access to the wireless network and does not guarantee its compatibility with every device.
11. There may be television broadcasting devices in selected areas of the facility. The choice of the transmitted material shall be dependant exclusively on the decision of the Facility Management. Terma Bania reserves the right to interrupt the operation of these devices for a short period of time or to discontinue their operation altogether.
12. Videos can be recorded and pictures taken exclusively for private purposes and only in the Fun Zone and Relax Zone. The recording of films and the taking of pictures shall be done in a way that does not violate the personal rights of other users of the facility.

#### **Article 1.2. Rights of the Facility Management**

1. The Facility Management may fully or partially restrict the possibility of using Terma Bania services in the event of an emergency, e.g. when there is a likelihood of exceeding the permitted number of users in the facility, in the event of an urgent necessity or unforeseen situation, in particular in the interests of the health and safety of the users.
2. The Facility Management reserves the right to temporarily close off individual zones for safety reasons, with particular emphasis on outside areas. Attractions and devices available on the premises are controlled automatically. Terma Bania does not guarantee access to all attractions and devices at all times, mainly because of the need to carry out repairs and maintenance. Users who are planning on visiting Terma Bania may obtain all necessary information on the currently available services, and the decision on the use of the facility shall be made at their sole risk. The individual areas of the facility, attractions and devices which are temporarily unavailable shall be appropriately marked, and their use shall be prohibited during that time.
3. The Facility Management is entitled to issue a permanent or temporary refusal to provide services to a user who acts in violation of the provisions of these Rules and its regulations. Failure to comply with the above conditions may be regarded as an attempt to disturb the peace within the facility, and shall result in calling the police by Terma Bania employees. In such circumstances, the cost of the entrance ticket shall not be refunded.
4. Activities such as the distribution of leaflets, sale of goods, collection of signatures, fundraising, offering and performing services within the premises Terma Bania without the written consent of the Facility Management shall be prohibited.

5. All gainful activities inside the facility – including private swimming lessons, club events, sports and other team events – shall be possible only with the consent of the Facility Management.
6. Employees and users of the facility are also obliged to comply with all decisions and guidelines issued by the Facility Management.
7. In case of any doubts as to the provisions of the Rules, users may contact the Facility Management or Customer Help Desk in order to have them explained in detail.

## **Article 2. Rules of conduct at Terma Bania**

### **Article 2.1. Facility users**

1. Terma Bania can be used by anyone, with the exception of people who:
  - a. suffer from infectious diseases (in accordance with the act on preventing and combating infections and infectious diseases among people and in accordance with the act on preventing infections),
  - b. suffer from infectious cutaneous rash,
  - c. have open wounds (excluding minor cuts),
  - d. are intoxicated with alcohol, medications, drugs or other substances having a similar effect, i.e. substances that interfere with or limit the assessment of a situation or cause unnatural behaviour,
  - e. have previously violated the Rules of the facility.

In the event of any doubts, a certificate must be submitted on the basis of which the Facility Management may decide on the admittance to the facility.

2. Pregnant women shall use the facility services at their sole risk.
3. In the event of suspicion that the user is in a state of intoxication or under the influence of other intoxicants, which may threaten, among others, the safety and comfort of the user and/or other users or the functioning of the facility, employees may prevent the user from using the facility.
4. In the event of suspicion that the user who is already inside the facility is in a state of intoxication or under the influence of other intoxicants, which may threaten, among others, the safety and comfort of the user, other users or facility employees, the employees shall refuse to sell and serve alcoholic products and in the event of a breach of the Rules they may ask the user to vacate the facility without reimbursing the cost of the ticket.
5. A user of Terma Bania who disagrees with the opinion of the employees of the facility referred to in article 2.1. point 3 and 4, shall have the right to demand that their sobriety is verified with a breathalyser, which is available on site at Terma Bania.

6. Those with susceptibility to muscle contractions, fainting, epileptic seizures, cardiovascular diseases, as well as those suffering from a mental illness, shall be permitted to visit the facility only under the supervision of an appropriate carer, who is obliged to report to the employees / Facility Management on the ailments of the person under their care.
7. Children under 13 years of age, blind people, people who are unable to move, undress or change without the assistance of other people, shall be permitted to use the pool only under the supervision of an adult. Parental or legal guardianship cannot be transferred onto the employees of Terma Bania.
8. Organised groups of children and/or young people must have at least one adult guardian for every 15 participants, who shall be responsible for their charges throughout the duration of the group's stay at Terma Bania. At the same time, Terma Bania stipulates that the number of adult guardians and the way care is organised shall be determined independently by the organised group, taking into account the age, the degree of psychophysical development, the state of health and possible disabilities of the persons entrusted to their care, as well as the specificity of the facility.
9. The guardian of the organised group of children and/or young people is obliged to report the group to Terma Bania lifeguards in order to perform a briefing. The briefing of groups of children and young people takes place at the Medical Centre in the Fun Zone and concerns the rules of moving around the facility and its use.
10. The "Group notification protocol" (Annex no. 1), which the guardian is obliged to sign before the swimming pool zones are used, reminds the guardian of the necessity of reporting the group and of the obligations incumbent upon the guardian. The protocol shall be available at Terma Bania Customer Help Desk.
11. The guardian of the organised group shall be responsible for the behaviour of the group members on the premises of the facility and shall be obliged to familiarise the group members with the provisions of the Rules, ensure continued monitoring of those in their charge, as well as guarantee the compliance with the provisions of the Rules and the instructions for operating individual devices.

#### **Article 2.2. Entry fees and tickets**

1. Entrance to the premises of Terma Bania, excluding the rooms located in front of the ticket counter together with the internal sales point, SPA, as well as other periodically available rooms during its opening hours, requires the presentation of a valid entrance ticket (transponder issued by the cashier). This shall not apply to users who, as a result of a special authorisation, have the right of entry.
2. A person who intentionally deceives to obtain free entry to the swimming pool zones is acting against the law.  
An attempt to perform the act mentioned above is punishable by expulsion from Terma Bania. Each time in case of threats, offensive language or aggression on the part of the user, the security of the facility or the police will be called.

3. Those who illegally enter the bathing area and illegally use the paid services shall be immediately expelled from the facility and charged a fee for not being equipped with the transponder – in accordance with article 2.2. point 20.
4. The ticket fee is charged in advance according to the price list approved by the Facility Management. The exchange of purchased services for other products or services is carried out in accordance with the standards of applicable law. Invoices for services can be obtained from the Customer Help Desk by providing cash register receipts.
5. Reduced tickets are sold on the basis of a valid ID card which confirms the age at which a concession is granted. A disabled person discount is granted to the disabled person and their guardian.
6. Terma Bania offers promotions as part of its marketing activities. The rules on the promotions available are individually defined by appropriate Rules and information available from the Customer Help Desk. A promotion may not be combined with any other promotion during the period of their validity, unless their terms and conditions state otherwise.
7. Up-to-date information on the types, prices and rules of using the services and products offered by Terma Bania can be found in leaflets and price lists available at the facility, from the Customer Help Desk and on the following website: [www.termabania.pl](http://www.termabania.pl).
8. The entrance ticket is valid only on the day of sale and entitles to a one-time use of the facility, with the exception of multi-entrance tickets.
9. The entrance ticket (transponder), which is the property of Terma Bania, is activated after passing through the entrance gate. Users are obliged to place the transponder on their wrist and wear it until they leave the facility. They are obliged to present the transponder to Terma Bania employees, if requested, and return it after using the services.
10. The time of using the ticket is counted from its first reading at the gate to its settlement at the ticket counter or its return. The use of changing rooms and showers is included in the stay. Any surcharges for exceeding the time limit shall be calculated in accordance with the applicable price list.
11. Each entrance ticket has an internal monetary limit assigned to the transponder:
  - a. for a transponder used by holders of normal and senior tickets – PLN 300,
  - b. for a transponder used by children of 3-16 years of age – PLN 70.

The monetary limit can be used to purchase food and beverages, services and SPA goods, paid attractions and other commercial products offered by Terma Bania.

12. Any orders made against the internal transponder limit shall be settled at the cash register before leaving the facility. If the ordered goods and services exceed the monetary limit, the user shall be obliged to pay the total amount at the cash register before making a new purchase or placing a new order.

13. The special pass enabling multiple entries to Terma Bania shall be activated and personalised as soon as the transponder is first brought close to the gate reader. The only person entitled to use the special carnet during its period of validity is the person who activated and personalised the pass.
14. The special pass shall be personalised by the person activating that pass having their photo taken. Terma Bania reserves the right to verify that the special pass is used by one person only at subsequent entries to the facility. Those who illegally enter the facility and illegally use the paid services by using a special pass activated by another person shall be immediately expelled from the facility and charged a fee for not being equipped with the transponder – in accordance with the applicable price list.
15. Information terminals located within the facility (in line with current ability) make it possible to check the current status of expenditure on the transponder, the remaining time on the ticket purchased and the transponder's locker number.
16. Each user can only have one activated transponder. Users with more than one transponder shall be obliged to return one of them, otherwise they will not be allowed to enter the facility. Failure to comply with the above condition, refusal to return one of the transponders and an attempt to enter the facility illegally may be considered as an attempt to disturb the peace, and shall result in calling the police or security services of the facility by Terma Bania employees. In such circumstances, the cost of the entrance ticket shall not be refunded.
17. Each user shall be individually responsible for their transponder received at the entrance gate. Giving or renting the transponder to third parties is prohibited.
18. Any misuse of the entrusted transponder or other property of Terma Bania (locker cards, towels, bathrobes, etc.) which are identified by facility employees shall always be treated as a serious breach of the Rules, with all the associated legal consequences. Regardless of the above, the user shall bear the costs of all material damage caused.
19. In the event of failure or incorrect operation of the user's transponder, the user shall be obliged to immediately report this fact to facility employees. Otherwise, any complaints linked to the above-mentioned issue shall not be considered.
20. For lost transponders and keys to a deposit box, the user shall be obliged to make the following payments:
  - a. for a transponder used by holders of normal and senior tickets – PLN 300,
  - b. for a transponder used by children of 3-16 years of age – PLN 70,
  - c. key to a deposit box – PLN 30.

### **Article 2.3. Basic prohibitions and obligations of facility users**

1. The users of Terma Bania zones are obliged to use the services of the facility while respecting other users, employees of the facility, the technical condition of devices, any

objects and vegetation located within the premises of the facility. In the event of improper use, culpable contamination, damage or removal of objects/devices from their location in the facility, the user of the facility shall be fully, legally and materially liable for any damage caused.

2. Each user of Terma Bania shall immediately notify the lifeguards or other facility employees of any situation posing a threat to the users of the facility.
3. It is imperative to follow the instructions of the lifeguards and the instructions visible on warning signs which prescribe or prohibit specific actions. They must not be destroyed, obscured or removed from their locations, as this may result in a reprimand or expulsion from the facility.
4. While visiting Terma Bania (except for the Sauna Zone and rooms where swimming attire is not worn), the visitor is absolutely obligated to wear a swimsuit.
5. For safety reasons, visitors of Terma Bania are obliged to wear appropriate safety footwear, especially while in the restaurant and bars inside the facility.
6. It is recommended to use the facility without corrective glasses and contact lenses. Glasses and contact lenses shall be worn at users' sole risk. When wearing corrective glasses inside the facility, they shall be secured in a way which prevents them from falling off.
7. Children and adults using nappies are obliged to wear disposable, specially designed swim nappies.
8. Before entering the swimming pool or sauna, the user is obliged to take a shower using appropriate cosmetics or cleaning agents. The use of bathing cosmetics outside shower rooms is prohibited.
9. Running is categorically prohibited within the entire complex.
10. Smoking is not allowed inside the facility except in the open air, in specially designated and marked smoking areas.
11. It is prohibited to bring food, alcohol or other beverages inside the premises of Terma Bania, and in particular to the catering outlets of the facility.
12. It is prohibited to take glass, porcelain and other objects which may pose a threat to other users outside the catering outlets.
13. It is prohibited to bring inside the zones of Terma Bania any dangerous objects that could endanger the safety or health of others, in particular: glass packaging, pressure containers (including deodorants, hairspray, etc.), knives



and other sharp objects. Such items must be left in lockers or deposit boxes.

14. Baby strollers are not allowed in the swimming pool areas. Baby strollers must be left in a designated place in front of the entrance to the changing room.
15. The use of the cloakroom (changing room) and lockers is obligatory. As the changing room is monitored with CCTV, users should only change inside cabins intended for this purpose, which are not covered by monitoring.
16. Users are obliged to leave their personal belongings in locked lockers located in the changing room, and valuable belongings should be left in deposit boxes.
17. Terma Bania shall not be liable for items left outside properly locked lockers and deposit boxes. Any items found on the premises of the facility should be immediately handed over to Terma Bania employees, who shall dispose of them in accordance with the law. Terma Bania shall store any found items for a period of 7 days at the facility and then shall forward them to the Lost and Found Office.
18. The changing rooms and their vicinity must only be used for the purpose of changing clothes. Users are obliged to ensure that their clothes lockers are properly locked using the transponder and that the transponder and the cards for deposit boxes are properly stored. If they are lost, the contents of the locker will only be handed over to the user after a thorough inspection and once the user presents evidence that they are the owner of the items left in the locker.
19. Money, mobile phones, jewellery and other valuables must be deposited in Terma Bania deposit boxes. Terma Bania shall not be liable for valuables left outside the depository, for example, in clothes lockers.
20. The Customer is obliged to check and make sure that the locker and/or depository used are securely locked.
21. In the event of unfavourable weather conditions (storm, etc.), the users are obliged to immediately leave the outside swimming pools.

#### **Article 2.4. Complaints**

1. If when leaving the premises of Terma Bania, at the time of making the final settlement at the cash desk, the user questions the payment for a particular service or goods claiming that they did not buy or use these services, appropriate evidence shall be prepared on the basis of the operations recorded in the system and the CCTV footage.
2. The user questioning the purchase of goods or services shall be entitled to submit a written complaint to the Shift Manager present on the given day. The complaint shall be dealt with by Terma Bania in accordance with the applicable law.

3. All complaints must be made in accordance with the applicable law, preferably during or immediately after the event, in writing.

**Article 3. General rules of conduct for recreational, outdoor and indoor pools, the wave pool and water slides**

1. Any classes held in the facility can only take place in the presence and under the supervision of swimming instructors and lifeguards of Terma Bania. It is absolutely necessary to follow the instructions of Terma Bania lifeguards.
2. Visitors use all slides, pipes, water massage systems and other attractions at their sole risk. When using the above mentioned devices, it is necessary to read and strictly follow the instructions located in visible areas. Children under 13 years of age must be looked after by adults.
3. Visitors to the facility shall refrain from any actions which are contrary to accepted customs and which disrupt user safety, as well as disturb the peace and order. These include, in particular:
  - a. spitting, chewing gum and any other attempt to contaminate the pool and water,
  - b. hanging on ladders, rods or ropes,
  - c. underwater swimming and diving under water slide outlets,
  - d. use of easily breakable glass containers,
  - e. consumption of food and beverages brought into the facility,
  - f. reservation of stools and deckchairs by leaving one's own belongings: towels, bathrobes, rucksacks, etc.,
  - g. mobility games and ball games outside the designated areas, or designated by the supervising employees,
  - h. damage/destruction of markings having a direct impact on safety,
  - i. running, pushing other users of the facility into the water, as well as any other behaviour threatening their safety,
  - j. the presence of persons whose condition indicates the consumption of alcohol or substances reducing or disrupting situational assessment,
  - k. sale, administration, bringing in and consumption of alcohol or substances reducing or disrupting situational assessment,
  - l. triggering false alarms,
  - m. climbing statues, balustrades, lifeguard stations, the walls around the swimming pools, flowerbeds, rocks and equipment intended for other purposes,
  - n. jumping into the water from walls, balustrades, statues, stairs, whirlpool baths, flowerbeds and other elements of the facility's structure, as well as from the pool edge, in particular from by taking a running start or jumping head-first,
  - o. using lifeguard equipment for purposes other than those for which it is intended,
  - p. using slides or attractions in a manner contrary to guidelines,

- q. throwing into the water of dishes, leftover food and any other objects that are not normally used when playing in the water,
  - r. destruction of fixtures and fittings belonging to Terma Bania,
  - s. conduct which interferes with or prevents other users from using the facility.
4. It is prohibited to bring in and use inside Terma Bania:
    - a. musical instruments,
    - b. sound reproducing devices,
    - c. television sets,
    - d. binoculars,
    - e. bringing in dogs and other animals,
    - f. food and beverages except for users which are on a special diet,
    - g. drones.
  5. The possible use of balls, inflatable mattresses, all kinds of swimming aids, swim fins, snorkels, goggles, etc. in all pools shall be dependent on the decision of Terma Bania lifeguards, who will take into account the number of visitors inside the facility.
  6. All users inside the Terma Bania facility are obliged to strictly comply with the orders of the lifeguards on duty at Terma Bania as well as other facility employees. Terma Bania lifeguards use the following audible signals:
    - a. a series of short audible signals "ALARM" – this is an order for the users to leave the pool immediately and to follow further instructions from lifeguards or the Facility Management,
    - b. short audible signal – this is an order to pay attention to the instructions of the lifeguard and facility employees,
    - c. long audible signal – this is an order to leave the water immediately.

### **Article 3.1. Rules of conduct for the Wave Ball pool**

1. The use of the wave pool is at the users' sole risk (the wave pool has a higher risk of accidents).
2. The Wave Ball pool is intended for people who can swim.
3. The maximum wave height is 0.7 metres.
4. The Wave Pool can only be accessed from the swimming basin located at the front.
5. Children under 12 years of age without the care of an adult guardian are prohibited from entering the Wave Ball pool.
6. It is prohibited to touch or swim near or under the wave ball.
7. The generated wave can cause the swimmer to fall or become submerged by the water.

8. Persons using the Wave Ball pool are absolutely obliged to follow the instructions of Terma Bania lifeguards.

### **Article 3.2. Rules of conduct for water slides**

1. Those using water slides do this at their sole risk and liability (slides have a higher risk of accidents).
2. When using water slides, it is absolutely necessary to comply with the provisions of these Rules, pictograms and instructions of lifeguards on duty.
3. Terma Bania shall not be liable for accidents on water slides, caused by failure to comply with the Rules of the facility, the rules of conduct for the water slides and pictograms which form an integral part of these Rules.
4. Terma Bania has three slides led outside the facility with a landing area inside and one indoor Family Slide, which are free to use by those who are visiting the Fun Zone. The facility includes the following attractions:
  - a. the Anaconda Slide, which can be used by children above 7 years old and whose height exceeds 100 cm (both conditions must be fulfilled at the same time). Only single descent is permitted,
  - b. Family Slide, where a maximum of 2 people can slide down at the same time,
  - c. the Turbo Slide, which can be used by children above 12 years old and whose height exceeds 120 cm (both conditions must be fulfilled at the same time). Only single descent is permitted,
  - d. the Pontoon Slide, which can be used by children above 10 years old and whose height exceeds 120 cm (both conditions must be fulfilled at the same time). The descent takes place exclusively on pontoons intended for this purpose. A maximum of 2 people can slide down at the same time. A single-person pontoon can only be used by one person, while a two-person pontoon can only be used by two persons.
5. In case of any doubt about the height of the child, the lifeguard is entitled to measure the child's height using a measuring tape located near the slide.
6. Before the descent, the user should check if there is water in the tube of the water slide. Dry descent is prohibited.
7. Before using water slides, glasses, watches, chains, earrings and other similar items that could cause injury to other users must be removed.
8. Before the descent, you should calmly climb onto the starting platform.
9. After climbing the starting platform, take the correct downhill position (sit with your legs facing the direction of travel or lie down in the tube on your back, with your legs facing the direction of travel while holding your hands close to your body). The descent should be made in a lying or semi-seated position.
10. Start of the descent:

- a. on slides: the descent on Anaconda, Turbo and Pontoon slides can only start when the green light comes on. A red light means that it is absolutely prohibited to start the descent,
  - b. on the Family slide, it is permitted to descend the slide only after the previous users leave the braking zone visible from above.
11. In order to start the descent, you should push yourself away by pushing against the side walls of the water slide or the starting rod. Slide freely without stopping in the tube of the water slide.
  12. During the descent, observe the part of the pipe in front of your legs in order to be able to brake and avoid a collision with another user sliding in front.
  13. Any defects identified during the descent should be reported to the lifeguard on duty at Terma Bania.
  14. It is absolutely prohibited to stop during the descent.
  15. The users of the slide must not create situations that could endanger the health or life of the users of the slide.
  16. When descending the Pontoon Slide, firmly hold onto the handles of the pontoon with both hands.
  17. Immediately after the descent, leave the braking zone.
  18. It is prohibited to:
    - a. run on the stairs of the water slide tower, push other users on the starting platform and force them to descend,
    - b. use water slides in the event of damage to traffic lights, the tube of the water slide or other technical defects,
    - c. slide with other people, apart from the Family and Pontoon Slide, which can be used by two people at the same time,
    - d. slide in a position other than when sitting or lying on the back with the legs facing the direction of travel  
with hands kept close to the body,
    - e. run towards the water slide in order to increase the speed of the slide,
    - f. use water slides after consuming alcohol, drugs or psychotropic drugs,
    - g. stop when inside the slide.
  19. The Facility Management shall not be liable for any damage to swimsuits when using tubes and slides contrary to these Rules.

#### **Article 4. Special provisions for the use of rooms inside the Sauna Zone**

##### **Article 4.1. General information – the Sauna Zone**

1. Only visitors over 16 years of age are permitted to use the Sauna Zone at Terma Bania.
2. Visitors to the Sauna Zone must have a ticket/pass to the above-mentioned zone valid during the opening hours of the facility. A ticket to the Relax and Fun Zone does not entitle to the use of the Sauna Zone.
3. Sauna Zone users are obliged to use showers with appropriate cosmetics or washing agents before entering the Sauna Zone.
4. It is prohibited to use one's own MP3 players, drones, cameras, mobile phones and similar devices for recording images or sound. Sauna Zone employees have the right, without reimbursement of the costs incurred, to ask users who in any way cause the discomfort of other users to leave the facility.
5. In the Sauna Zone, users can wear a swimsuit, towel/pareo, or be naked. The use of dry and wet saunas shall follow the general principles of sauna use.
  - users should enter the saunas naked, but in the dry saunas they must have a towel, or a pareo, while they should enter the wet saunas naked. When using the Sauna Zone in a swimsuit, users must take into account the possibility of the presence of other users who are naked. When using the Sauna Zone naked, users must take into account the possibility of the presence of other users who are wearing swimsuits.
6. Users are obliged to leave their personal belongings in locked lockers located in the changing room, and valuable belongings should be left in deposit boxes.
7. Money, mobile phones, jewellery and other valuables must be deposited in Terma Bania deposit boxes. Terma Bania shall not be liable for valuables left outside the depository, for example, in clothes lockers.
8. Users of the Sauna Zone must always wear flip-flops.

##### **Article 4.2. Rules for the Sauna Zone**

1. The Sauna Zone can only be used by healthy people, who do not have to avoid high temperatures for health reasons. The Sauna Zone should not be used primarily by people:
  - a. shortly after endurance training,
  - b. those aiming at weight reduction (for instance, before competitions),
  - c. women during menstruation,
  - d. people suffering from glaucoma,
  - e. suffering from epilepsy and psychotic states,

- f. suffering from acute and chronic infectious diseases and their carriers,
  - g. suffering from acute febrile illness, and people with high susceptibility to bleeding,
  - h. suffering from chronic tuberculosis, cancer and anaemia,
  - i. suffering from cardiovascular diseases,
  - j. suffering from adrenal insufficiency, hyperthyroidism and mucous oedemas,
  - k. suffering from phlebitis, atherosclerosis and coronary heart disease,
  - l. after suffering from infarction and stroke,
  - m. suffering from acute skin diseases including eczemas,
  - n. suffering from acute inflammation of internal organs,
  - o. showing symptoms of decompression,
  - p. suffering from severe vegetative disorders of the central nervous system combined with acute cardiovascular disorders.
2. It should be remembered that addictive diseases (addictions) such as drug addiction and alcoholism are also considered as contraindications and prevent those who suffer from such disorders from using the sauna.
  3. Entering the Sauna Zone is a confirmation of the absence of the contraindications described above, as well as other contraindications known to the user.
  4. If users have any doubts about the presence of contraindications for using the Sauna Zone, they should consult a specialist before using this service.

#### **Article 4.3. Code of conduct in the sauna**

1. There should be absolute silence in the sauna. The exception are the sauna rituals, the character of which depends on the concept of the Sauna master.
2. Steam saunas should be used naked.
3. Dry saunas should be used while wearing a pareo/towel in accordance with the sauna guidelines – sitting or lying down on benches in such a way that no part of the body directly touches the wooden boards (including the feet). For that purpose, a pareo or towel should be used.
4. The sauna should be entered barefoot.
5. Seats in dry saunas can only be used after covering them (for instance, with a towel). This also applies to the underfoot space.
6. In steam saunas (wet saunas), the benches should be rinsed with water using a hose located at the entrance, before sitting down. This action should be repeated before leaving the sauna.

7. Only the employees of the Sauna Zone may operate the equipment located inside the zone. The use of liquids, essences, oils and other substances for steam baths which are brought from outside is prohibited. It is particularly prohibited to leave any objects (for instance, towels, bathrobes and sheets) in the immediate vicinity of the sauna stove, as this could result in a fire.
8. While taking advantage of the individual rooms of the Sauna Zone, users should remember about the temperature difference and be absolutely aware of their health condition.
9. If feeling unwell, dizzy, short of breath, etc., it is essential to inform the employees of the Sauna Zone or a lifeguard about this fact. If possible, the user should leave the Sauna Zone as soon as possible.
10. It is imperative not to touch the parts of the heating system that supply heat to the heating appliances, as this may cause burns.
11. Water or any other liquids should not be poured on the sauna stove.
12. Special care must be taken when moving between different levels in the sauna room where there are no handrails available.
13. Massages performed with brushes are prohibited for hygienic reasons.
14. After each use of the sauna, users should rinse their body under a shower and then cool down in a pool or barrel containing cold water. The body should be cooled from the feet towards the heart; cold water should not be poured over a hot head. Each sauna cycle should be completed with 15-20 minutes of rest in a lying position.
15. The Sauna Zone may hold sauna rituals. The course of the sauna ritual and its concept are determined by the sauna master. The sauna ritual is accompanied by music.
16. The sauna ritual requires prior ventilation of the sauna, so the sauna master may ask the users to leave the sauna 15 minutes before the sauna ritual.

#### **Article 4.4. Rules of conduct for other areas of the Sauna Zone**

1. When in the Sauna Zone, the general principles of sauna use must be followed.
2. The deckchairs and seating areas may only be used after they are covered (for instance, with a towel, bathrobe or a bath sheet).
3. The behaviour of the users of the Sauna Zone must not disturb other visitors or prove a nuisance to them (running, noise, continued glancing at other users of the Sauna Zone, etc. is prohibited). All users of the rooms intended for recreation are obliged to ensure peace and quiet. It is prohibited to practice any behaviour or activities of sexual nature in the Sauna Zone.



4. Sauna users whose comfort or sense of security has been compromised by the behaviour described above or for other reasons, are requested to immediately inform the Sauna Zone employees about this fact.
5. It is prohibited to use any type of body care products before entering swimming pools, as well as before sitting on stools and deckchairs.
6. Showers and pools may be used wearing swimsuits or naked.

#### **Article 4.5. Rules of conduct for the Sauna Zone bar**

1. For hygienic and aesthetic reasons, the bar can only be used when suitably covered (for instance, with a towel, pareo, or bathrobe).
2. For safety reasons, the consumption of beverages in glassware is permitted only at the bar and at the tables located in the bar area of the Sauna Zone.
3. In order to avoid accidents, information about any breakage of glass must be reported immediately to the employees on duty.
4. Only drinks served by the employees in unbreakable glasses may be taken outside the bar area.
5. Persons who do not comply with the above Rules may be reprimanded by the employees and/or evicted from the Sauna Zone without a refund of the entrance fee.

#### **Article 5. Civil liability**

1. The users use the facility and its attractions, devices and sports equipment at their sole risk. The owner undertakes to maintain the pool and its equipment in a condition that ensures safe use. Terma Bania shall not be liable for events for which it is not at fault, in particular for accidents caused by factors beyond its control.
2. Terma Bania shall not be liable for events, damage and their consequences resulting from the user's failure to comply with the guidelines specified in these Rules.
3. Terma Bania shall not be liable for loss, destruction or damage by third parties of items brought into the facility by visitors to the facility.
4. The user shall be liable for any damage caused by improper use of the facility and its equipment, or by improper conduct when using the pool equipment. Parents and legal guardians are fully responsible for the persons under their care and for any damage caused by these persons.

5. Accidents and damage must be reported immediately to the employees of the facility.

#### **Article 6. Rules of the Water Playground**

1. These Rules provide the guidelines for using the Water Playground at Terma Bania.
2. Water Playground (hereinafter referred to as: WP) is an area which belongs to Terma Bania and intended for children's play and recreation.
3. The equipment located in the WP is intended for children from 3 years of age to 16 years of age (hereinafter referred to as: Children) and should be used as intended.
4. Children may use the WP only if they are accompanied by adults (hereinafter referred to as: Guardians), who may stay in the area of the WP.
5. No footwear should be worn in the area of the WP.
6. Before using the WP, the Guardians should assess the psychophysical development of the Children and choose the type of equipment used by the Children accordingly.
7. The WP equipment should not be used if it is damaged or is suspected of malfunctioning, while any malfunctions must be reported immediately to the employees of Terma Bania.
8. It is prohibited to consume food and drink, as well as to bring any items which are dangerous to Children and other users inside the WP.
9. Terma Bania employees may refuse entry or ask the Children who are causing a nuisance and/or endanger other users to leave the WP. In such an event, the users are not entitled to a refund of the entrance ticket.
10. Guardians should remember about legal liability for potential damage caused by Children to persons and property.
11. Terma Bania shall not be liable for the safety of users who do not comply with these Rules.

#### **Article 7. Rules for Internet sales at Park Wodny Bania S.A.**

1. The Rules define the general terms and conditions of the agreement on the basis of which the Customer buys and uses the tickets to Park Wodny Bania S.A. via the Internet.
2. The organiser of the online ticket sales programme is Park Wodny Bania S.A. with its registered office in Białka Tatrzańska at ul. Środkowa 181, registered by the District Court for Kraków

Śródmieście in Kraków, 12th Commercial Division, under KRS number: 0000574785, NIP [Tax Identification Number]: 5272744734, email address: bok@termabania.pl, phone: 18 261 25 40, also referred to as the Seller.

3. In this article, the term “Customer” shall be understood as a natural person who purchases the Seller’s services using the website.
4. Website – [www.bilety.termabania.pl](http://www.bilety.termabania.pl) (hereinafter referred to as the Store) is run by Park Wodny Bania S.A., ul. Środkowa 181, 34-405 Białka Tatrzańska.
5. In this article, the term “ticket” shall mean a file generated and available in the Store in the “Order history” tab or a file sent to the email address indicated by the Customer, which is a confirmation of the purchase of a selected service. Each ticket has a unique code and marking, as well as a description of the services included in the ticket, with its expiry date.
6. In this article, the term “service” shall mean the service which is to be provided by the Organiser to the ticket holder. In the cases specified in the Advertisement, the ticket may also entitle its bearer to demand that the Seller conclude a specific agreement under the specific terms and conditions specified in the Advertisement.

#### **Article 7.1. Introductory information**

1. The Rules define the conditions of using the website within the scope of concluding agreements between the Customers and the Seller, concerning the purchase of tickets and within the scope of maintaining their Accounts by the Seller for the Customers.
2. Only natural persons who have the legal capacity to enter into the agreements referred to in these Rules may become Customers.
3. Customers undertake to familiarise themselves with the wording of these Rules before using the website. The use of the website shall equal consent to the conditions specified in the Rules.
4. Trademarks used on the website are registered by their respective owners and are provided for identification purposes only.

#### **Article 7.2. Personal data**

1. The processing of the user’s personal data shall take place in accordance with the applicable laws.
2. The Customer shall voluntarily provide the Seller with their personal data in connection with their participation in the Programme and for the purposes related to their participation in the Programme. These data are included in the Declaration, the Form and other declarations submitted to the Seller. The Customer shall be entitled to access the content of their data and request their update or correction and deletion.
3. The Customer who has an Account in the Store should, as far as possible, immediately notify the Seller of any changes in their personal data. The Customer may report such changes by phone or email to the Customer Help Desk.

4. The Customer may consent to the processing of data in a broader scope than indicated above.

### **Article 7.3. Creation and maintenance of an account**

1. Orders can be placed after registering and creating a Customer Account or without registering by clicking the option "Buy without registering". In the event of making purchases without prior registration, no Customer Account shall be created.
2. In order to open an Account, it is necessary to complete the form available on the website, provide the password to the Account, accept the Rules and choose the appropriate option confirming the willingness to open an Account (save data), and then activate the account by activating the link sent to the email address indicated by the Customer.
3. Access to the Customer's Account shall be granted after logging in to the Store's website (i.e. entering the email address and password).
4. In connection with maintaining the account, system messages shall be sent to the email address provided by the Customer. When creating an Account, the Customer may agree to receive messages containing the commercial offer of Park Wodny Bania S.A.
5. In the event of violation of these Rules and the Rules of Park Wodny Bania S.A. by the Customer, the Seller may delete their Account or block their access to the website, using the login and password assigned to the Account.
6. The Seller may delete the Customer's Account in the event of termination of the agreement by any of the Parties with two weeks' notice.
7. The Customer may also make purchases in the Store without registration; however, in such a case they shall resign from the creation of the Customer Account and taking advantage of the functionalities assigned to it, i.e. storing address data, order history and faster purchases of Services in the future (by repeating the previous order).

### **Article 7.4. Services on offer**

1. The website [www.bilety.termabania.pl](http://www.bilety.termabania.pl) lists all currently available services.
2. There is a limited number of tickets available for sale. Orders are processed in the order in which they are received, until the available tickets covered by this form of sale run out.
3. Promotional offers may not be combined with each other unless specific terms and conditions of a particular promotion allow for this possibility.
4. All prices are in Polish zloty (PLN) and include VAT. The price given next to each service is binding at the time of placing the order by the Customer.
5. Discounts applicable in the Store can only be obtained by making an online purchase.

#### **Article 7.5. Purchase of tickets and issue of purchased goods**

1. The ticket purchase agreement shall be concluded directly between the Customer and the Seller.
2. The ticket purchase agreement shall be concluded in electronic form, by way of acceptance by the Customer of the Seller's offer contained in the Advertisement. The agreement conclusion procedure consists of the following actions: the Customer's choice of the "Buy now" option available for a particular Advertisement, specifying the number of tickets, and then confirmation of purchase by choosing the "Order with payment obligation" option and payment of the amount due. Upon confirmation of the choice by the Customer, the Seller's offer is accepted, and a ticket purchase agreement (or tickets, as indicated by the Customer) is concluded.
3. The ticket purchase agreement may be concluded only during the publication term of the Advertisement (information about the time of publication is always provided together with the Advertisement), and the Advertisement may specify an upper limit of the tickets available for purchase.
4. After concluding the ticket purchase agreement (or tickets), the Customer is obliged to immediately pay the amount indicated in the Advertisement using the online payment methods available on the website. The allocation of tickets follows the order in which the Seller is informed by Dotpay S.A. about the execution of payment until the number of tickets available is exhausted.
5. As a result of concluding the agreement and paying the indicated amount by the Customer, the Organiser generates a ticket (or tickets respectively) and makes them available in the Account, and in the case of a purchase made without registration, the Organiser sends the ticket to the email address indicated by the Customer. If the Customer does not receive the ticket after making the payment, the Customer should check if the ticket has not been automatically redirected to the SPAM folder or any other folder.
6. If the Customer withdraws from the ticket purchase agreement (or tickets), the Seller is obliged to return to the Customer the amount paid by the Customer, in accordance with the provisions of law.
7. The Seller shall be obliged and liable to the Customer for the performance of its services with due diligence, resulting from the type of business conducted by the Seller.
8. The website reserves the right to confirm the order by phone or email.
9. The ticket is reserved according to the order in the event of:
  - a. making a payment by bank transfer directly to the Seller's bank account – after the amount due for the ordered services is posted,
  - b. orders paid by a bank card, credit card or, in the case of online payments – at the moment of a positive authorisation of the transaction.
10. The Customer is not allowed to share the login and password to the account with third parties.

11. The Seller reserves the right to refuse to carry out an order placed by the Customer if the authenticity of the order raises justified doubts.
12. Tickets can be purchased in the Store up to 14 days in advance, but no later than 1 day before the planned date of ticket use.
13. The Customer may withdraw from the agreement within 14 days from its conclusion without giving any reasons, by submitting an appropriate declaration in electronic form (bok@termabania.pl) or in writing (it is sufficient to send a letter before the expiry of the deadline). The right to withdraw from the agreement, as a rule, does not apply to the Customer if the services covered by the ticket have already been used (the Customer has already used the ticket).
14. If the Customer exercises the right to withdraw from the agreement, the purchase funds shall be refunded in the same way as the order was executed. The refund shall take place within 21 days from the date of the receipt by the Organiser of the Customer's declaration of withdrawal from the agreement.

#### **Article 7.6. Order completion**

1. After placing an order and making a payment, the Customer is obliged to print out the confirmation generated by the booking system.
2. The printed confirmation is the basis for issuing a ticket to the Customer at the facility.
3. The confirmation is valid for the bearer and is collected from the Customer at the moment of issuing the ticket to the Customer.
4. The tickets can be used only within their validity period specified on the Seller's website.

#### **Article 7.7. Technical break policy**

1. The Organiser shall make every effort to ensure the proper and uninterrupted functioning of the website. With such a complex IT system, failures and technical errors may occur due to hardware or software issues. In any case, the Organiser shall try to limit as much as possible the negative effects of the technical problems that occur. In order to develop the website and minimise the risk of failures, periodic technical breaks are necessary, during which appropriate changes shall be introduced in the IT system. The Organiser shall make sure that the technical breaks are not burdensome for the Customers, and for this purpose, if possible, they shall be scheduled for the night hours.

#### **Article 7.8. Complaint procedure**

1. The Customer may submit complaints concerning the improper functioning of the website, in particular, on generating and sending tickets to the Customer, by email to the following address: bok@termabania.pl or Park Wodny Bania S.A. ul. Środkowa 181, 34-405 Białka Tatrzańska.
2. All complaints shall be considered in accordance with the applicable laws.

3. To be processed without delay, the complaint should include at least: data enabling the identification of the Customer, the Customer's email address assigned to their Account, the number of the transaction to which the complaint refers or other data enabling identification, and the circumstances justifying the complaint.
4. If the data or information provided in the complaint require supplementation, the Organiser shall, before considering the complaint, request the Customer to complete it in the scope indicated.
5. As a rule, the Organiser shall consider a complaint within 14 days from the date of the receipt of a correctly submitted complaint. The Customer shall receive information on the processing manner of the complaint by email to the email address assigned to the Account or indicated by the Customer.
6. If the complaint is considered positively, and in the event of a withdrawal from the agreement, the means from the purchase of the ticket shall be refunded in the same way as the order was executed. The refund shall be made within 21 days from the date on which the complaint has been accepted.

#### **Article 7.9. Final provisions**

1. The Organiser shall protect the personal data of the Customers in accordance with the privacy policy.
2. Unless the mandatory provisions of law provide otherwise, the law applicable to the entire agreement between the Customer and the Organiser, the subject of which is the provision of services by the Organiser under the conditions specified in the Rules, shall be Polish law.

Białka Tatrzańska, .....

## GROUP NOTIFICATION PROTOCOL

To ensure safety, the members of the group must meet in front of the medical point, while the group's guardian must report to a lifeguard for a briefing.

At the same time, we would like to emphasise that the guardians of organised groups are responsible for their charges throughout their stay at Park Wodny Bania S.A.

I confirm that I have read the above information, as well as the Rules of the facility and I undertake to familiarise my charges with these Rules.

.....

*Signature of the guardian*