

RULES OF THE INTERNET WEBSITE

NAMED WWW.HOTEL-OLYMPIC.PL

(hereinafter “**Rules**”)

1. GENERAL PROVISIONS

1. The owner of the Internet Website found at www.hotel-olympic.pl (hereinafter “**Website**”) is the company under business name “**MARCELIN MANAGEMENT SP. Z O.O.**” with its seat in Poznań at ul. Bułgarska 17 (post code: 60-320 Poznań), being a registered VAT payer – NIP: 778-145-88-19, and registered in entrepreneurs court KRS 0000315616 (Regional Court in Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register), with ID number REGON: 300941905, BDO 00007941 (hereinafter: “**Service Provider**” or “**Company**”).

2. The Service Provider runs the Website and is responsible for correct rendering of Services and Website Electronic Services. On the Internet Website, apart from the Service Provider, there are also Customers – these are independent third parties that with the use of the Website may make use of Website Electronic Services offered by it and of other Website functionalities.

3. The use of the Website takes place on the basis of the Rules. These Rules apply both to the Website and to specific Services offered via the Website unless specific provisions of separate rules state otherwise. In case when the rendering of a given Service takes place on the basis of specific provisions (separate rules), the Website – before making the Service available – will ask the User to read the rules and give a separate consent to its content.

5. Before commencing the use of the Website, the User shall read the Rules. By using the Website in any way, the User declares and confirms that they have read these Rules, they accept their provisions and shall abide by them.

6. The Rules are available free of charge on the Website in the form that makes them possible to obtain, save, display, and print with the use of ICT system.

7. These Rules determine the terms and conditions of Services rendering via the Internet Website run by the Service Provider, the rules on the use of the Website by the Users and of the Services offered via the Website, as well as the rules of protecting personal data of the Users being natural persons.

8. The Service Provider is the owner of Hotel Olympic with its seat in Wronki (64-510 Wronki), ul. Leśna 15a, the scope of business activity of which covers the rendering of hospitality, conference, and catering services.

2. COPYRIGHTS AND OTHER RIGHTS CONCERNING INTANGIBLE PROPERTY

1. All information, documents, data and materials shared via the Website (including, among others, names, trademarks, logos, colour schemes, pictures, graphics, website layout, products and services description, audio-visual files etc.) as well as any other intangible property rights concerning the content of the Website belong to the Service Provider or to the

entities, with whom the Service Provider has concluded specific agreements and are protected by way of copyrights, trademark rights or other rights.

2. The User can use the Website content only for their personal use. In particular, without the authorization granted by the Service Provider in writing, it is forbidden to share, transfer, modify, post on other websites, link or use the Website in whole or in part, including the information, documents, data and materials referred to in item 2.1 for commercial or public purposes. It is also forbidden to delete information on copyrights and related rights found on the intangible property, for example the information on the right to trademarks.

3. TECHNICAL REQUIREMENTS

1. The use of the Website and of the Services rendered via the Website is possible once the following technical requirements were met:

- a) IE, Firefox, Chrome, Opera browser in the newest versions or in the version preceding the newest one;
- b) Windows, Mac OS, Linux, Android, iOS operating systems;
- c) JavaScript enabled, Adobe FlashPlayer 9+ version plugin, HTML5;
- d) Access to the Internet;
- e) Email account – in case of Newsletter or in case the User has agreed to receive information/answers via email messages or in case the User has agreed to receive marketing and commercial information from the Company;
- f) Enabled Cookie files and html5 localStorage.

2. In case the User uses equipment and software that do not meet the technical requirements defined in point 3 item 1 above, the Service Provider cannot guarantee that the Website and/or Services will function correctly.

4. TERMS AND CONDITIONS OF WEBSITE USE

1. The Service Provider allows the User to browse, replay and read the information and materials (including, among others, pictures, texts, graphics, data, audio-visual materials etc.) shared within the Website, in particular the information and materials on the Services.

2. The Service Provider shall make every effort for all the information available on the Website, especially on the Services, to be correct and reliable.

3. Despite their best efforts, the Service Provider cannot ensure that the colours found in the pictures posted on the Website will be consistent as their display depends, among others, on the settings of the visual display unit and its resolution.

4. The Website may contain links to other websites, including social media, as well as it may automatically redirect the User to other websites that are not run by the Service Provider. The Service Provider is not responsible for the contents of any linked website or of websites embedded on the Website and is not responsible for any consequences resulting from the use of such websites.

5. The Company reserves the right to introduce changes in all materials and pieces of information or in their part found on the Website at any time.
6. The Service Provider may at any time organize promotions or competitions for all or for selected Users. The rules of such promotions or competitions shall be governed by separate rules available on the Website sub-pages.
7. The promotional activities carried out by the Service Provider on the Website cannot be combined unless the promotion rules state otherwise. Detailed information can be each time found in the terms and conditions or rules of specific promotion or competition.
8. The Service Provider provides for the possibility to use discount codes.
9. Discount code is an individual code enabling its owner to obtain one-off discount for Services indicated on the Website in the amount and at a time indicated by the Service Provider when issuing a specific discount code.
10. The discount code cannot be exchanged for cash and only allows the User to obtain one-off discount for Services selected on the Internet Website.
11. The User cannot at the same time use the promotion and a discount code.

5. TYPES AND SCOPE OF SERVICES RENDERED BY WAY OF ELECTRONIC MEANS

1. Within the Website, the User may make use, in particular, of the following services:
 - a) **Information service** – makes it possible to browse and read information published on the Website, among others on the services, business activity of the Company, on the promotions and other services linked with the business activity of the Service Provider;
 - b) **Newsletter service** – being about sending, with a certain frequency, to the provided by the User email address information, commercial, marketing content, including, among others, information about new services, current promotions, competitions, as well as about the business activity of the Service Provider;
 - c) **“Downloading” service** – being about enabling the User to download the files found on the Website;
 - d) **Dedicated Forms service:**
 - Contact form – a general one – making it possible to contact the Service Provider and to ask questions about the subject chosen by the User;

(hereinafter jointly referred to as “**Services**” and separately as “**Service**”).

2. The Agreement for rendering Information Service by way of electronic means is concluded the moment the User enters the website www.hotel-olympic.pl or any of the Website sub-pages and is terminated the moment the User leaves all the Website pages.

3. In case of Services different than the one indicated in item 1 above, the Agreement for rendering Services by way of electronic means is concluded the moment the User starts using a given Service and terminated the moment the User ceases to use a given Service, unless the

Rules provide for another moment of conclusion and termination of the agreement for rendering Service by way of electronic means.

4. The Services mentioned in item 1 above are rendered free of charge, 24/7, with the exception of the Newsletter that is sent periodically.

5. The Company reserves the right to temporarily suspend the Website or specific Services to carry out maintenance works or to make changes to the Website/Services.

6. NEWSLETTER SERVICE

1. The Newsletter contains information, commercial, marketing content, information on products and services of the Company, including, among others, information about new services, current promotions, competitions and about the Company and its business activity

2. The Newsletter is sent by the Company with a certain frequency in the form of email message to the shared with the Company email address of the User.

3. The User may sign up to the Newsletter service by doing the following:

- check the field “I want to receive the Newsletter” and then give consent to the processing of personal data for marketing purposes and accept the Rules;
- then, to the email address indicated by the User, an email message with activation link will be sent;
- once the activation link is clicked, the Newsletter is activated – and the agreement on rendering services by way of electronic means concluded.

4. By way of signing up for the Newsletter, especially by clicking the field “I want to receive the Newsletter”, sharing for that purpose email address that can be used to identify the User and giving consent for the processing of personal data for the above purpose, the User gives their consent to receive commercial information and for the use of ICT end devices and automatic calling systems for the purposes of direct marketing.

5. The User may at any time resign from the Newsletter by way of sending email message to the following address: marketing@hotel-olympic.pl.

6. The resignation referred to above is equivalent to termination of the agreement for services rendering.

7. The Newsletter content is legally protected, especially under the provisions of the act of 4 February 1994 on copyrights and related rights and under the provisions of the act of 30 June 2000 Industrial property law. The Users are not authorized to use the Newsletter content for any other purpose than reading it.

7. PROTECTION OF PERSONAL DATA

1. The Controller of personal data is the company under business name “MARCELIN MANAGEMENT SP. Z O.O.” with its seat in Poznań at ul. Bułgarska 17 (post code: 60-320 Poznań), being a registered VAT payer – NIP: 778-145-88-19, and registered in entrepreneurs court KRS 0000315616 (Regional Court in Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register), with ID number REGON: 300941905, hereinafter “Controller” or “Company”.

2. The Controller has appointed one contact point for all issues concerning personal data. In case it is necessary, please write to: info.dane@marcelinmanagement.pl or send us a traditional letter by post to: Specjalista ds. ochrony danych osobowych (Personal Data Protection Specialist), Hotel Olympic, ul. Leśna 15a, 64-510 Wronki, with a note “Dane osobowe” (Personal data).

3. Personal data shall be processed by the Controller to conclude and perform an agreement for rendering hospitality, catering, payment, invoicing, complaints handling services as well as for statistical purposes of commercial nature and marketing activities. To render services in line with the business profile of the Company, the Company process your personal data for the purposes indicated above but always lawfully. The provided personal data shall be processed in line with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), abbreviated as “**GDPR**”. Personal data are sourced from you in the process leading to agreement conclusion or from our partners from booking portals, if you have given your consent. Below, you will find specific purposes of personal data processing, along with legal basis.

Data of children, such as name, surname and date of birth are collected only from their parents or guardians for the purpose to determine their age and the discounts due and for statistical purposes.

The data provided via the Website shall be processed by the Controller:

a. as regards the following data:

- **name and surname;**
- **address (street, post code, city);**
- **email;**
- **contact phone;**
- **enterprise data and NIP (tax ID number; in case a VAT invoice needs to be issued for a customer being a legal person);**
- **registration number of the vehicle belonging to the Customer (in case the customer uses the car park),**
- **type, number, and validity date of the card;**
- **amount and date of the transaction;**
- **number of transaction confirmation;**
- **name and surname of the customer, customer’s address;**
- **in case the payment for the services is made by way of bank transfer: amount and date of the transaction, name and surname of the account holder,**

for the purpose of service valuation, to book a specific service or service rendering as well as for the purpose of concluding and performing other agreements concerning the Company business profile – Article 6 (1) (b) of **GDPR**, that is processing takes place under the legal obligation of the data controller, if the data are necessary in the context of a contract performance or of the activities leading to agreement conclusion;

- b. **as regards the following data, necessary to issue a receipt or invoice and to meet other obligation resulting from the provisions of tax law, such as for example the obligation to keep accounting records for 5 years** – the processing takes place under legal obligation of the data controller – Article 6 (1) (c) **GDPR**;
- c. **as regards the following data: email address and phone number to which we send you offers and promotions within the Newsletter Service**, your consent for the processing of personal data for marketing purposes is necessary (Article 6 (1) (a) of GDPR), if you have given such a consent,
- d. **as regards the following data:**
- **name and surname;**
 - **address (street, post code, city);**
 - **email;**
 - **contact phone;**
 - **booking number;**
 - **eventually, bank account number (if a refund takes place);**

for the purpose of concluding and performing other agreements concerning the Company business profile – Article 6 (1) (b) of “**GDPR**”, that is processing takes place under the legal obligation of the data controller, if the data are necessary in the context of a contract performance or of the activities leading to agreement conclusion;

- e. Moreover, the provided personal data shall be processed for:
- **analytical purposes** that is selection of products and services to match the needs of our customers, optimization of our products and services on the basis of customers’ remarks – in such a case, the basis for data processing is the legitimate interest of the data controller (Article 6 (1) (f) of GDPR), in case of this purpose, you have **the right to object**,
 - **purpose of customer satisfaction study** – in such a case, the basis for data processing is the legitimate interest of the data controller (Article 6 (1) (f) of GDPR), in case of this purpose, you have **the right to object**.

4. Personal data may be shared with the following entities (that is data recipients), among others entities processing the personal data on behalf of the Controller, in particular: entities providing service or sharing with us ICT systems, marketing and advertising agencies, property protection agency.

5. Personal data will not be transferred to third countries.

6. The Controller stores the personal data for the period not longer than necessary to achieve the purpose for which the data was collected or if it is necessary for the purpose to comply with the applicable law, in particular this concerns the period of agreement implementation and the period of limitation. Personal data shall be processed by the Controller only till the consent is withdrawn or objection is raised.

7. The consent granted by the User/Customer for the processing of personal data or special category of data may be revoked at any time. To revoke a consent, it is enough to send us an email to the address found in item 2 above.

8. As regards the processing of personal data for analytical purposes and/or for the purpose of customer satisfaction study, one can object to such processing. To execute this right, it is enough to send us an email to the address found in item 2 above.

9. The User/Customer has the right to lodge a complaint with a supervisory authority – that is President of the Office for Personal Data Protection – should they state that the processing of personal data as carried out by the Controller breaches the GDPR provisions;

10. The User/Customer can any time access their personal data and rectify them;

11. In cases defined in the personal data protection provisions and in the scope indicated in these provisions, we also can help you exercise your right to:

- data erasure;
- object to the processing of personal data – in case of processing on the basis of the legitimate interest of the personal data controller;
- limit the processing of personal data;
- obtain copy of personal data or transfer of personal data – if technically feasible.

In case the User/Customer want to exercise any of the above rights, please contact us via email indicated in item 2 above.

8. FINAL PROVISIONS

1. The Company has the right to make changes to these Rules. The changes to these Rules shall not limit the rights of the Users acquired before the change.

2. Changes to these Rules shall be published in a form of consolidated text of these Rules on the Website and posted on the main page of the Website 7 days in advance, in a manner that allows for the analysis of the introduced changes.

3. The governing law for all legal relations resulting from these Rules is the Polish law. All disputes shall be settled by Polish common courts.

4. These Rules come into force on 1 October 2019.