

# **RULES AND REGULATIONS FOR USING THE SZCZYRK MOUNTAIN RESORT PASSES WITHIN THE 2024 SUMMER**

Rules and Regulations for using the passes on the cable railway facilities of the Szczyrkowski Mountain Resort operated by: SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, with its registered office at ul. Narciarska 10, 43- 370 Szczyrk, Poland, REGON (National Business Registry Number): PL 072818322, NIP (National Tax Identification Number): PL 9372375089, entered into the National Court Register kept by the District Court in Bielsko-Biała, Poland, KRS (National Court Register): PL 0000140818 (hereinafter referred to as SON S.A. or the Resort).

## **PREAMBLE**

Using the cable railways and infrastructure of the Szczyrkowski Mountain Resort (Szczyrkowski Ośrodek Narciarski S. A.) by holders of passes is possible only and exclusively through the purchase of a ticket in the form of a chip proximity card. The access rights are verified at the entry gates located at the lower and upper platforms of the ski lift facilities. By purchasing the ticket, the Customer declares that they have read and accepted these Rules and Regulations.

## **I. GENERAL PROVISIONS**

1. The Resort sells tickets offline at the ticket offices of the Resort in the form of a plastic electronic (proximity) card – with a deposit charged. Purchasing tickets online via the Gopass programme is subject to the rules set out in the General Terms and Conditions of the Gopass programme.
2. Passes sold offline at the ticket offices of the Resort and online at [www.gopass.travel](http://www.gopass.travel) are tourist passes or bike passes (hereinafter referred to as: passes).
3. The tourist pass and bike pass are personal and valid from the moment of purchase, they entitle only the holder to use the lift facilities.
4. In order to purchase a pass at the ticket office of the Resort, the Customer is obliged to present their identity document.
5. Passes are valid from 27/04/2024 or from the beginning of the summer season to 31/10/2024 or until the end of the summer season. The start and end dates of the summer season are subject to weather conditions and the decision of the entity managing the Szczyrkowski Mountain Resort (SON S.A.). The information about starting and ending the season shall be published on the website

www.szczyrkowski.pl. SON S.A. may decide to start or end the summer season later or earlier. Passes are not valid on 18/05/2024 and 19/05/2024 due to the World Cup.

6. Tourist passes entitle the holder to use cable railway on 4 sections:
  - a) A1 gondola lift: Szczyrk Gondola – Hala Skrzyczeńska and Hala Skrzyczeńska – Szczyrk Gondola,
  - b) B5 chairlift: Hala Skrzyczeńska – Zbójnicka Kopa and Zbójnicka Kopa – Hala Skrzyczeńska)
7. Bike passes entitle the holder to travel only upwards, i. e.:
  - a) A1 gondola lift on the way: Szczyrk Gondola – Skrzyczeńska Pasture
  - b) B5 chairlift on the way: Skrzyczeńska Pasture - Zbójnicka Kopa.

It is not possible to use the pass to go downhill by the cable railway with your bicycle, i. e. by the A1 gondola lift on the section Hala Skrzyczeńska – Szczyrk Gondola. The holder of the bike pass is entitled to tourist rides without their bicycle on the sections described in point 6.

8. It is possible to transport animals by the B5 chairlift from Hala Skrzyczeńska to Zbójnicka Kopa and back again at the User's own risk. The owner of the animal is obliged to properly secure the animal for the duration of the ride. The Szczyrkowski Mountain Resort (SON S.A.) is not liable for any incidents resulting from the failure to secure the animal or situations endangering passenger safety resulting from the animal's behaviour during the ride.
9. When transporting a bicycle by the cable railway, the Customer is obliged to properly place and secure the bicycle. The Resort bears no liability for the loss of or damage to the bicycle caused by the Customer placing and securing the bicycle incorrectly during the cable car journey.
10. It is forbidden to transport prams and e-bikes by the B5 chairlift on the section Hala Skrzyczeńska – Zbójnicka Kopa – both ways.
11. Passes do not entitle to using cable railways of the Central Sports Resort (Centralny Ośrodek Sportu, COS), i. e. the B3 and B4 lifts. The ticket holder is obliged to purchase a separate ticket for the B3 and B4 lifts in accordance with the COS price list.
12. Passes are valid within the standard opening hours of the Szczyrk Mountain Resort (SON S. A.). They are not valid during special events, festivals and competitions, e. g. outdoor cinema or other special events organised by the Resort.
13. Passes are not valid for cable railway within the 2023/2024 winter season.
14. The opening hours of the cable railways and lifts of the Szczyrk Mountain Resort (SON S. A.) depend on the weather conditions and decisions of the managing entity.

The Szczyrk Mountain Resort reserves the right to stop the operation of the cable railways due to technical work, maintenance, weather conditions or other factors.

15. If the Customer wishes to receive a VAT invoice confirming the purchase of a ticket, they are obliged to inform the Resort staff about this fact before making the purchase. Issuing a VAT invoice based on a receipt after the transaction has been completed is not possible.
16. Before using the cable railway facilities of the Resort, the Customer is obliged to make themselves acquainted with the Rules and Regulations of the Resort and to observe their provisions.

## II. DISCOUNTS

1. Children up to the age of 6 years use the lift facilities free of charge, provided that they are accompanied by adults (maximally 2 children with 1 adult). Children up to the age of 6 years pass through the gates with their parent or adult guardian having a valid bike or tourist pass.
2. Children from the age of 6 years up to the day before they turn 12 are entitled to purchase a reduced ticket / pass (CHILDREN) in accordance with the price list being currently in force, on the basis of a proof of the child's age presented at the moment of purchase. In case of tickets purchased online via the [www.gopass.travel](http://www.gopass.travel) platform, a correct date of birth needs to be given.
3. Young people aged 12 and older up until they turn 18 as well as student up to the 26 years of age are entitled to purchase a reduced ticket / pass (JUNIOR) in accordance with the price list being currently in force, based on document proving their age / a valid ISIC/ITIC/EURO26 card presented at the moment of purchase. When purchasing a card online via [www.gopass.travel](http://www.gopass.travel), the student discount is only granted when a valid ISIC/ITIC/EURO26 is added to the Gopass account. It is not possible to get the student discount upon presentation of another card, e.g. a student card issued by a public university in Poland. In case of purchasing tickets online via the [www.gopass.travel](http://www.gopass.travel) platform, the condition necessary to have the discount granted is giving the correct date of birth.
4. Seniors over 60 years of age are entitled to purchase a reduced ticket / pass (SENIOR) according to the price list being currently in force, based on a document proving their age at the moment of purchase. In case of tickets purchased online via the [www.gopass.travel](http://www.gopass.travel) platform, the prerequisite for calculating the discount is entering the correct date of birth.
5. Persons with disabilities are entitled to purchase a discounted ticket / pass. The discount for a disabled person amounts to 30 %. Granting the discount is possible based on a valid disability card. The discount is calculated on the offline price.

6. Persons with a disability card or persons with a disability card who need a carer can apply for discounts on the Services in accordance with the price list available in the GOPASS system at [www.gopass.travel](http://www.gopass.travel) only if they send an e-mail to: [info@gopass.pl](mailto:info@gopass.pl), providing a copy of their disability card. The discount does not apply to the carer of the disabled person. After having submitted a copy of their disability card, the member of the GOPASS programme will receive a message with a positive or negative opinion on the discount on the Services due to the member's disability sent to the e-mail address from which the scan of the disability card was sent.
7. Combining discounts is not possible. The most favourable price for the Customer applies. Prior to the purchase, the Customer is obliged to indicate the type of the discount that they would wish to use.
8. The holder of the tourist pass or bike pass purchased via the Gopass platform is entitled to 15% discount at the catering facilities run by the Resort at Apreski Gondola, CHILL BAR POD GONDOLĄ (CHILL BAR UNDER GONDOLA) and the Kuflonka Restaurant. The discounts given in point 7 cannot be combined or joined with other promotions. The discounts are activated 24 h after the purchase at [www.gopass.travel](http://www.gopass.travel). In case of making a purchase at a catering facility before the discount is activated, the ticket holder is not entitled to a refund of the difference in price. If the ticket holder wants to use the discount granted, they are obliged to show their chip card with the ticket encoded as well as to ask the staff to give them the discount before they pay for the purchased product.
9. The holder of the tourist pass or the bike pass purchased at the ticket offices of the Resort is not entitled to 15% discount at the F&B facilities run by the Resort.
10. The Resort reserves the right to change the scope of the privileges granted as well as to terminate the provision of any privileges.
11. Passes are non-transferable and inalienable - the sole user of a pass can be the person who first used it when passing through the gate or in case of a ticket purchased via the [www.gopass.travel](http://www.gopass.travel) platform, the person in whose name the ticket was purchased.
12. At the request of the Resort staff or control authorities, the User is obliged to show their ticket (card) and identity document. Refusal will result in blocking the further use of the ticket.
13. There is a refundable deposit amounting to PLN 10 charged for the plastic proximity card purchased at the ticket office (does not apply to tickets purchased via the GOPASS system). You can obtain the deposit after having returned the card at the ticket office of the Resort within its opening hours until the end of the 2024 summer season. In case of tickets purchased online via the [www.gopass.travel](http://www.gopass.travel) platform, there is a fee charged for the chip Gopass card (the card costs PLN 10), the Gopass card is not refundable.

### **III. LOSS, THEFT OF AND DAMAGE TO THE CARRIER (CHIP CARD)**

1. Loss of theft of the carrier:

a) The holder of the passes is obliged to immediately report the loss or theft of their ticket to the Customer Service Point under Gondola or by sending a message to [info@gopass.pl](mailto:info@gopass.pl) or [info@szczyrkowski.pl](mailto:info@szczyrkowski.pl). In such case, the ticket holder is obliged to present the identity card (or another document proving the identity) of the person for whom the pass has been issued (alternatively of the legal representative of this person). The Resort has the right to require the holder of the tourist pass or the bike pass to present an e-mail confirming the purchase – this applies to tickets purchased via the Gopass system. Only after the loss or theft has been reported and the required documents have been presented, the carrier will be blocked within 24 hours at the latest. The fee for issuing a replacement ticket amounts to PLN 20. Apart from making the payment due for the replacement ticket, the holder of the tourist pass or bike pass will also pay PLN 10 for the proximity chip card. The Customer is obliged to make the payment due before the replacement carrier is issued. If the tourist pass or bike pass is used by an unauthorised person before the loss or theft is reported and the carrier is blocked by the managing entity, the ticket holder has no right to claim a replacement ticket.

b) Damaging the carrier:

Any damage to the carrier must be immediately reported by the holder of the carrier to the Customer Service Centre under Gondola or at the ticket office of the Szczyrkowski Mountain Resort (SON S.A.). The holder is obliged to provide, apart from the damaged carrier of the tourist pass or the bike pass, the identity card of the person for whom the ticket was issued (or if not, then of the legal representative of that person). The managing entity has the right to claim a proof of purchase from the ticket holder. The fee for issuing a replacement ticket amounts to PLN 20. If there is a replacement ticket issued, the holder of the tourist pass or bike pass will pay, apart from the fee for issuing the replacement ticket, also a fee for the proximity chip card amounting to PLN 10. The Customer is obliged to make the payments before the replacement carrier is issued.

c) Missing (forgetting) the carrier:

If the Customer arrives at the Resort without their carrier (KEY CARD), they can have a replacement pass carrier issued. The fee for issuing a replacement pass amounts to PLN 20. In the event of issuing a replacement pass, the holder of the tourist pass or bike pass will make both the payment for issuing the replacement passes and the fee for the chip card, amounting to 10 PLN. The Customer is obliged to make both payments before the replacement carrier is issued.

#### **IV. USING THE GATES**

1. The ticket must be inserted into a pocket located on the left side of the garment, within the reach of the gate antenna.
2. Items that may interfere with reading the ticket (e. g. mobile phones, car keys, debit and credit cards etc.) should be placed on the right side of the garment.
3. The User may only carry one ticket with them when passing through the gate. The Resort bears no liability for the consequences resulting from the non-compliance with this order.
4. Passes have limitations in the form of a time lock between one passing through the gate and another. The time between one punching in and the next attempt to use the ticket amounts to:
  - a) for the tourist pass 20 minutes.
  - b) for the bike pass 10 minutes.
5. Remain in the field of influence of the gate antenna until the turnstile is opened. Confirmation of your entitlement to pass through the gate and of reading the pass will be signalled by an appropriate message displayed on the reader screen and by a green light on the gate housing.
6. The lighting of the red signal light on the gate housing indicates that the passage through the gate is prohibited.
7. Please pay attention to the beeps and messages displayed on the gate reader screen and keep a distance from the person in front of you when passing through the gate to avoid duplicate card reading.
8. The user of the ticket may only be the person for whom the ticket was purchased.
9. Video control – Face Recognition System. The electronic ticket control system applied at the Resort verifies the correct use of the passes by users. Photos of the user associated with the ticket are taken as the user passes through the gate.
10. Images are stored until 30 days after the expiry date of the pass. By purchasing and using the proximity card, the User consents to the use of their image for control purposes, under the terms of the Privacy Policy available at [www.szczyrkowski.pl](http://www.szczyrkowski.pl), on the subpage Privacy Policy.
11. Failing to comply with these Rules and Regulations, attempting to defraud the pass or to use the ticket by an unauthorised person, the ticket will be blocked, and the holder thereof will only be entitled to claim a refund of the deposit paid for the ticket (does not apply to the cards purchased via the GOPASS system).

## V. COMPLAINTS AND REFUNDS

1. The provision of services at the Szczyrk Mountain Resort (Szczyrkowski Ośrodek Narciarski) is governed by the generally applicable provisions of the law of the Republic of Poland, in particular by the provisions of the Polish Civil Code, the Act of April 30, 2014 on consumer rights (Journal of Laws 2023.2759, consolidated text of 2023.12.22, as amended) and other generally applicable legal provisions.
2. Tickets purchased within a special offer / contest are not refundable.
3. In case of a loss of the card or a mechanical damage to the card, the deposit therefor shall not be refunded.
4. Complaints and refunds are accepted only on the basis of the proof of purchase. Complaints can be lodged directly, at the customer service point under the Gondola (ul. Salmopolska 53b, 43-370 Szczyrk, Poland), in writing to the following address: Szczyrkowski Ośrodek Narciarski S.A. ul. Narciarska 10, 43-370 Szczyrk, Poland or per e-mail:
  - a) for the tickets purchased via Gopass: [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl),
  - b) for the tickets purchased at the ticket office: [reklamacje@szczyrkowski.pl](mailto:reklamacje@szczyrkowski.pl).
5. If the transport services were not provided on a given day due to the unavailability of the cable railway caused by unfavourable weather conditions, maintenance works or the cable railway being stopped for any other reason, there is no basis for a refund for the passes.
6. The holder of the tourist pass or bike pass is not entitled to a refund or compensation in the event of high attendance in the Resort, stopping of the cable railway for any reason, shortening of the validity period of the pass, e.g. due to early termination of the summer season.
7. In exceptional cases and upon presentation of a medical certificate due to a long-term illness, injury, pregnancy or other relevant circumstances (e.g. death, work or study abroad etc.), the holder of the tourist pass or the bike pass may apply for a change of the holder of the tourist pass or the bike pass.
8. A change of the ticket holder is only possible upon presentation of the document referred to in point 7.
9. The ticket holder may nominate a person of their choice, provided that this person is entitled to use the ticket in the age category for which the ticket was purchased.
10. The holder of the tourist pass or bike pass is obliged to provide information about their injury or other occurrence no later than 10 days of the injury, the beginning of a long-term sick leave or any other relevant circumstances justifying the change of the holder of the tourist or bike pass together with the identity card of the person to whom the ticket will be transferred (or their legal representative). Such information should be submitted to the Gopass Customer Centre, i. e. by sending a message to [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl) or [reklamacje@szczyrkowski.pl](mailto:reklamacje@szczyrkowski.pl).

11. If the cable railway is shut down for any reason, the Customer is not entitled to have the cost of accommodation, travel, board, equipment rent and insurance refunded.

## **V. PERSONAL DATA PROTECTION**

1. Information on personal data protection at the Resort is to be found in the TMR Group Privacy and Data Processing Policy and is published at [www.tmr.sk/onas/gdpr/](http://www.tmr.sk/onas/gdpr/) and available at [www.szczyrkowski.pl](http://www.szczyrkowski.pl) on the subpage of Privacy Policy.

**The regulations enter into force on 03 March 2024.**