

TERMS AND CONDITIONS OF USING TICKETS AND PASSES OF SZCZYRK MOUNTAIN RESORT WITHIN THE 2024 SUMMER

Regulations for the use of tickets and proximity passes for the cable railway facilities of the Szczyrk Mountain Resort (SON S.A) in Szczyrk.

PREAMBLE

Using the cable railway and infrastructure of the Szczyrk Mountain Resort (Szczyrkowski Ośrodek Narciarski S.A.) is only possible after having purchased a pass in the form of an electronic proximity pass, a ticket with a barcode or a ticket with an embedded chip. Being entitled to access the ski lifts is verified at the entry gates located at the lower and upper platforms of the ski lifts. Purchasing a pass or a ticket is understood as having read and accepted these Rules and Regulations.

I. GENERAL PROVISIONS

1. The Resort sells tickets offline at the ticket offices in the form of plastic electronic proximity cards - with a deposit, and paper tickets - without a deposit. Tickets can also be purchased online through the Gopass programme under the rules set out in the General Terms and Conditions of the Gopass programme.

2. Tickets sold offline at the resort ticket offices as well as online via www.gopass.travel are tourist tickets or bike tickets.

From 27/04/2024, **tourist tickets entitle** you to use the cable railway on 4 sections (up + down gondola lift and up + down chairlift) or on 1 section (up or down / gondola lift or chairlift).

Ticket for cyclists are sold in the form of:

a) tickets covering one ride - the so-called '1 ride upwards' biking ticket by the A1 gondola lift on the section: Szczyrk Gondola - Hala Skrzyczeńska or by the B5 chairlift on the section: Hala Skrzyczeńska - Zbójnicka Kopa.

b) **time passes (1-day, 2-day, 3-day)** - Cycling passes entitle the User to ride exclusively upwards, i.e. by the A1 gondola lift on the section: Szczyrk Gondola - Hala Skrzyczeńska and by the B5 chairlift on the section: Hala Skrzyczeńska - Zbójnicka Kopa.

It is not possible to use the pass to ride downwards by the cable car with your bicycle, i. e. using the A1 gondola lift on the section Hala Skrzyczeńska - Szczyrk Gondola and by the B5 chairlift on the section Zbójnicka Kopa - Hala Skrzyczeńska.

c) GRAVITY CARD pass, the regulations of which can be found on the website.

It is forbidden to transport prams and e-bikes by the B5 chairlift on the Hala Skrzyczeńska (Skrzyczeńska Pasture) - Zbójnicka Kopa trail - both ways.

All ticket prices are listed in the Price List available for inspection at the Resort ticket offices and on the website www.szczyrkowski.pl. on the subpage Price list.

3. The Customer is obliged to place and secure their bicycle properly during the cable car ride. If the bicycle is lost or damaged due to being placed or secured improperly by the Customer during the cable car ride, the Resort does not any liability therefor.
4. For organised groups (of no fewer than 20 persons), there is 10% discount, depending on the type of ticket and age categories. This discount does not apply, however, to the tickets purchased via the GOPASS system and at self-service kiosks. The discount is granted based on a document confirming the organised group (list of the group members presented at the purchase) and making a one-time purchase of discounted passes for organised groups.
5. Children up to the age of 6 years use the lifts free of charge, provided that they are accompanied by adults (maximally 2 children accompanied by 1 adult). A child under 6 years passes through the gates with a parent or adult guardian.
6. Children from the age of 6 years up to the day before they turn 12 years 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.
7. Young people aged 12 years and older, until they reach 18 years of age, as well as students up to the age of 26 years are entitled to purchase a reduced ticket / pass (JUNIOR) in accordance with the price list being currently in force, based on a valid document proving their age / valid student card presented at the moment of purchase.
8. Seniors aged 60 years and over are entitled to purchase reduced tickets / passes (SENIOR) at the price given in the price list being in force at the moment of purchasing the ticket, based on a document proving their age.
9. Persons with disabilities are entitled to purchase a reduced ticket / pass. The amount of the discount for a person with disabilities is 30%. The discount is only granted on the basis of a valid disabled identification card.
10. Holders of the Karta Górala, that is the so-called Highlander Card, are entitled to purchase a reduced ticket only within the tourist season. The amount of the discount granted in such case is 15%. Granting a discount is only possible on the basis of a valid Karta Górala.
11. Persons owning the Karta Dużej Rodziny (Large Family Card) are entitled to purchase a discounted tourist ticket, with the exception of the tourist pass. The discount for the persons owning the Karta Dużej Rodziny amounts to 20%. Granting the discount is only possible on the basis of a valid Karta Dużej Rodziny.

12. Combining discounts is not allowed. In such case, the price which is most favourable for the customer applies. Prior the purchase, the Customer is obliged to indicate the type of the discount which they would like to use.
13. Both a standard ticket and a pass entitle only one person to use the ski lifts.
14. Tickets and passes are non-transferable and inalienable – the sole user of the pass may be the person who used it first when passing through the gate.
15. The ticket (card) must be presented at the request of the Resort staff or authorities. Refusing to present it shall result in blocking the further use of the ticket.
- 16. Tickets and passes purchased online are only valid within the time period covered by them, i. e. in case of the multi-day passes, the tickets are valid on consecutive days.
Tickets and passes purchased offline at the ticket offices of the Resort are valid within the time period covered by them, on consecutive days.
The tourist pass called Szczyrkowska Loop (Pętla Szczyrkowska) and 1 section are valid on the day for which they were purchased.**
17. A refundable deposit for the plastic proximity card purchased at the ticket office of the Resort, amounting to PLN 10 is charged (does not apply to the sale of passes in the GOPASS system). The deposit for the pass can be obtained after returning the card at the ticket office, within the opening hours of the Resort, up until the end of the 2024 season.
18. The 2024 summer season at the SON S.A. Resort is considered to be the period from 27 April 2024 to 31 October 2024. The Resort reserves the right to shorten or to extend the summer season.
19. When purchasing a pass at the ticket office of the Resort, the Customer is obliged to specify immediately whether an invoice will be requested by them. Issuing an invoice based on a receipt after the transaction has been completed will not be possible.
20. 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.

II. USING THE GATES

1. The pass should be placed in the pocket located on the left side of the ski wear, within the range of the gate antenna.

2. Items that may interfere with reading the pass (e.g. mobile phones, car keys, debit and credit cards etc.) should be placed on the right side of the ski wear.
3. The User should carry only one pass when passing through the gates. The Resort will not be held responsible for the consequences resulting from non-compliance with this order.
4. 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.
5. If the red signal light appears on the gate housing, it means that passing through the gate is prohibited.
6. Please pay attention to the beeps and messages displayed on the screen of the gate reader and wait to enter keeping a distance from the person in front of you in order to avoid duplicate card reading.
7. The pass may only be used by the person who used it first when passing through the gate.
8. 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. 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, on the subpage Privacy Policy.
9. **In the event of a non-compliance with the provisions of these Rules and Regulations, attempts to defraud passing through or use the pass by an unauthorised person, the pass will be blocked, and the holder of the pass will only be entitled to claim a refund of the deposit for the pass (does not apply to the cards purchased via the GOPASS system).**

III. COMPLAINTS AND REFUNDS

1. The following factors do not constitute a ground for a total or partial refund of the pass or ticket: significant attendance on the cable railways, ski lifts or biking trails; or stopping the operation of the facilities for technical reason, which prevents, for a period under 60 minutes, the use of more than 50% of the infrastructure covered by the relevant pass and scheduled to be available according to the announcement published on a given day on the website www.szczyrkowski.pl.

2. Tickets and passes purchased through a promotion / contest are not refundable.
3. If the card is lost or shows apparent mechanical damage, the deposit therefor is not refundable.
4. In case of tourist tickets or single-entry bike tickets, if the transport facilities are stopped for technical reasons for more than 60 minutes and thus, using the infrastructure covered by the passes and scheduled to be available on that day according to the announcement made on the website www.szczyrkowski.pl is not possible, the Customer is entitled to use the ticket at another time during the current summer season, and it will be exactly the same ticket as the one the Customer purchased for the day on which the Resort was closed.
5. If for technical reasons the transport facilities are stopped before 12:00 pm, which makes it impossible to use the tourist and cycling infrastructure for more than 60 minutes of the time covered by the pass, although it was previously scheduled to be available according to the announcement published on the website www.szczyrkowski.pl, then, in case of one-day or multi-day cycling passes, the Customer has the right to use a full-day cycling pass at another time during the current summer season as a compensation for the lost day.
6. If for technical reasons the transport facilities are stopped after 12:00 pm, which makes it impossible to use the tourist and cycling infrastructure for more than 60 minutes of the time covered by the pass, although it was previously scheduled to be available according to the announcement published on the website www.szczyrkowski.pl, then, in case of one-day or multi-day bike passes, the Customer has the right to use a 4h bike pass at another time during the current summer season.
7. Complaints and refunds are only accepted on the basis of proof of purchase, at the respective resort where the pass was purchased.
8. The Customer has the right to lodge or report complaints and objections at the Resort's Infocentre or the Resort's ticket offices or by sending a written complaint to the following e-mail address: Szczyrkowski Ośrodek Narciarski S.A. ul. Narciarska 10, 43-370 Szczyrk, Poland or to the e-mail address: reklamacje@szczyrkowski.pl.
9. In the case of passes / tickets purchased online or at a self-service kiosk, complaints should be submitted to the following e-mail address: reklamacje@gopass.pl.
10. In the event that the Customer, being a consumer within the meaning of the provisions of the Act of 23 April 1964 - Civil Code (Journal of Laws of 2016, item 380, 585, 1579 and 2255), is not satisfied with the manner in which the complaint has been handled or believes that any of the resorts as a seller violated their rights, the Customer has the right to call on the seller to rectify the violations of law committed when handling the complaint. If the seller fails to comply with the Customer's demands or fails to respond to the complaint within 30 days of the service date as well as if the seller makes a declaration of consent to use an out-of-court method of

dispute resolution, the Customer may use this out-of-court method of handling their matter and pursuing their complaints by using the procedure conducted on the basis of Act of 30 April 2014. Consumer Law (consolidated text Journal of Laws 2017.683), the Act of 23 September 2016 on out-of-court settlement of consumer disputes Journal of Laws 2016.1823) and REGULATION (EU) No 524/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes), via the online platform at:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show &lng=EN>.

IV. PERSONAL DATA PROTECTION

1. Information on the protection of personal data at individual resorts are contained in the TMR Group Privacy and Data Processing and have been published on the website www.tmr.sk/onas/gdpr/ as well as on the website www.szczyrkowski.pl on the subpage Privacy Policy.

The regulations enter into force on 15 March 2024.