

## REGULATIONS OF STAY IN SUNTAGO VILLAGE

### 1. GENERAL INFORMATION ABOUT THE FACILITY

- 1.1** Suntago Village is a complex of 92 module guest houses (bungalows) with accompanying infrastructure and a service reception building (the so called SunHub) located in Świnice, ul. Żukowska (Mszczonów commune), whose owner is **Moyome sp. z o.o.** with its registered office in Warsaw, ul. Fosa 41/11, entered into the register of business entities of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, the XIII Commercial Division of the National Court Register, under the KRS number: 0000745104, REGON: 381018973, NIP: 5272861463.
- 1.2** The entity responsible for management and operation of Suntago Village is **Hotel Professionals Management Group sp. z o.o.**, with its registered office in Warsaw at Aleje Jerozolimskie 65/79, entered into the register of business entities of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, the XIII Commercial Division of the National Court Register, under the number KRS: 0000639470, REGON: 365568864, NIP: 7010620498 („Operator”).

### 2. BINDING EFFECT OF THE REGULATIONS

- 2.1** These Regulations (“Regulations”) define the scope of services, principles of staying on the Suntago Village premises and using the infrastructure as well as rules of liability.
- 2.2** The Regulations are an integral part of the agreement concluded by making a reservation and purchasing the accommodation service in accordance with the Reservation Regulations available at <https://parkofpoland.com/en/terms> (“Reservation Regulations”).
- 2.3** Integral part of the Regulations are the Annexes: (i) Annex No. 1 – Regulations of Unguarded Car Park, (ii) Annex No. 2 – Regulations of the Grill Zone; and (iii) Annex No. 3 – Regulations of the Playground; and (iv) Annex No. 4 – Regulations on keeping animals, and (v) Annex No. 5 – Data processing information.
- 2.4** Each person arriving in Suntago Village (“Guest”) is obliged to: (i) closely read the Regulations before making a reservation and purchasing the accommodation service, and entering the Suntago Village premises; (ii) comply with Regulations throughout the stay in Suntago Village.
- 2.5** Every Guest is obliged to comply with: (i) prohibitions and orders in the form of boards or signs located in bungalows and on the Suntago Village premises; and (ii) instructions and announcements of the Operator and its staff aimed at ensuring safety and order on the Suntago Village premises, including those displayed on TV screens in bungalows.
- 2.6** Parents and legal guardians are responsible for reading and explaining the Regulations (including signs and instructions) to minor children and other persons in their custody in Suntago Village, before entering Suntago Village.
- 2.7** The Regulations are available in every bungalow in the TV system upon switching on the television set, in SunHub and at <https://parkofpoland.com/en/terms>.
- 2.8** In the event of any doubts regarding the Regulations or using the services of Suntago Village, the reception desk of Suntago Village located in SunHub should be consulted.

### **3. SERVICES PROVIDED BY SUNTAGO VILLAGE**

- 3.1** Suntago Village provides services of short-term accommodation without additional services required from hotel facilities and is open throughout the year 24/7.
- 3.2** Suntago Village offers rental of tourist houses in the form of a bungalow or a bungalow duo in accordance with the offers posted at <https://parkofpoland.com/en/accommodation#bungalow> and available in SunHub.
- 3.3** Making a reservation and paying all charges in accordance with the valid offer and the price list is necessary to use the services of Suntago Village.
- 3.4** Suntago Village provides services in accordance with its category and standard.

### **4. BOOKING A STAY**

- 4.1** Details of booking concerning reservation and payment for the stay, including cancellation of reservation, are available in the Reservation Regulations.

### **5. PAYMENTS**

- 5.1** Payments for the stay in Suntago Village must be made in advance for the whole booked stay upon booking, in accordance with the Reservation Regulations, unless the offer provides otherwise.
- 5.2** Upon checking in, Guests are obliged to pre-authorize their payment cards (credit or debit) to secure the payment of an agreed amount to cover charges for any additional services.

### **6. ACCOMODATION RULES**

- 6.1** Bungalows are rented for hotel days. A hotel day in Suntago Village begins at 15:00 and ends at 11:00 the following day. If a Guest has not defined the length of their stay upon renting, it is assumed that the bungalow has been rented for one hotel day.
- 6.2** Any activities connected with confirming the stay, checking in and paying due charges (in the case of "walk-in" reservation) should be made at the reception desk of Suntago Village in SunHub building.
- 6.3** Checking in requires presenting an identity document with a photograph at the reception desk of Suntago Village ( a one-time presentation, in order confirm the identity), together with a confirmation of making and paying for the reservation received from Suntago Village and pre-authorizing the payment card for the amount agreed with the Guest.
- 6.4** Persons who are not checked in, may visit the Guest and stay on Suntago Village premises from 07:00 till 22:00.
- 6.5** A stay in Suntago Village may be extended at the request of the Guest submitted at the reception desk of Suntago Village till 11:00 on the day, on which the period of stay expires. Failure to leave the bungalow till 11:00 and unauthorised, extended stay is subject to a charge of PLN 100 for every begun hour of an unauthorized, extended stay. Failure to leave the bungalow till 14:00 is subject to a charge for the next hotel day based on the valid price list. Suntago Village accepts requests to extend the stay subject to availability of bungalows.
- 6.6** The Operator may refuse to check in and allow to stay in Suntago Village a person who grossly violated the Regulations during the last stay, in particular, caused material damage to the property of Suntago Village or another Guest, or caused damage to a person, or disturbed the stay of other Guests or operation of Suntago Village.

**6.7** No additional beds may be put in the bungalows. At the request of the Guest, a baby travel cot may be put in the bungalow subject to confirmed availability and prior reservation.

**6.8** Children and youngsters up to 18 years of age are permitted on Suntago Village premises only under supervision of parents or legal guardians.

## **7. RULES CONCERNING ORDER**

**7.1** Every person staying on the Suntago Village premises is required to conduct themselves in accordance with generally accepted rules of cultural behaviour, with particular attention to safety and comfort of other people, and to use the facility according to its intended use.

**7.2** The lights-out period starts at 10:00 p.m. and ends at 07:00 a.m. the following day.

**7.3** There is video surveillance system in Suntago Village which covers the HUB and the end of the Village streets.

**7.4** On Suntago Village premises it is forbidden to:

- (a) smoke tobacco and other substances including e-cigarettes outside smoking areas (violation of the prohibition by a Guest is subject to a fine of PLN 500 for every event of violation).
- (b) take objects, which are part of bungalow equipment, out of the bungalow or transporting them; such objects include, in particular, furniture, bedding, towels, blankets, kitchen dishes;
- (c) use high power electric appliances in a bungalow, which do not constitute its standard equipment;
- (d) use gas cylinders, heaters and other heating devices, which are not a part of a bungalow standard equipment;
- (e) use electric irons other than those, which are available for rent in SunHub for Guests of Suntago Village;
- (f) leave plugged in mobile phone chargers, computer chargers or other devices while being away from the bungalow;
- (g) use explosives, firecrackers and other hazardous materials;
- (h) behave in a manner, which may disturb a peaceful stay and rest of other Guests of Suntago Village;
- (i) barbeque outside grill zones, make fires without prior consent of the Operator;
- (j) carry out commercial, promotion or advertising activities without prior consent of the Operator.

**7.5** The Guest are asked to sort and utilize any waste generated by them during the stay in Suntago Village, by dumping them in appropriate bins located on the Suntago Village premises.

**7.6** Before leaving Suntago Village, the Guests are asked to clean, in the basic scope, their bungalow and put their waste in rubbish bins.

**7.7** Cleaning bungalows, including changing towels and bedding is performed by the Suntago Village Staff after every Guest's leave and every 3 days in the case of a longer stay in Suntago Village.

**7.8** The Operator reserves the right to restrict or exclude access to a specified part of Suntago Village premises in order to guarantee safety of Guests, e.g. due to damage or emergency. The

information about restricted access will be notified to the Guests by the Operator in an easily accessible manner.

- 7.9** The Operator has the right to refuse to check in or to remove from Suntago Village premises, persons: (i) being under apparent influence of alcohol or intoxicants, (ii) behaving aggressively in a manner commonly considered as vulgar; (iii) behaving in a manner, which poses threat to safety of other Guests or staff of Suntago Village.
- 7.10** Whenever leaving the bungalow, for safety reasons, the Guest should switch off the light (take out the card), switch off electric appliances and check if the door and windows are properly locked.
- 7.11** It is forbidden to make the key to the bungalow available to any third parties.
- 7.12** In the case of suspected misdemeanour or crime committed by the Guest, or violation of safety rules by the Guest, security staff of Suntago Village have the right to apprehend the culprit and call the Police.

## **8. RETURN OF LEFT THINGS**

- 8.1** At the request of the Guest personal belongings left by the Guests in the bungalow upon leaving Suntago Village may be sent to the Guest at their expense.
- 8.2** The Operator shall store items left by the Guests in the bungalow in Suntago Village for 3 months, except for food, which, due to its nature, shall not be stored for longer than 24 hours.

## **9. LIABILITY**

- 9.1** The Guest bears liability for any damage, including damaging or destroying the equipment and technical devices of Suntago Village, due to their fault.
- 9.2** A legal guardian bears liability for any damage, including damaging or destroying the equipment and technical devices of Suntago Village caused by persons who they provide care to, including minors, unless it is not due to the fault of a legal guardian.
- 9.3** The Guest is required to notify the reception desk immediately upon noticing any damage.
- 9.4** Suntago Village, including the owner and the Operator, shall not bear any liability for loss or damage to any items brought by the Guest to the Suntago Village premises, including items left in the bungalows' safes, as well as items left in the surroundings of Suntago Village, except for: (i) items left in deposit boxes located in the SunHub building upon prior consent of the Suntago Village reception desk employee; (ii) performing of the manager's duties in respect of items found by the Suntago Village staff under provisions of the Act of 20 February 2015 on the lost and found items.
- 9.5** Subject to the provisions below, the Operator offers a free of charge possibility of storing, upon the consent of the SunHub reception desk employee, the Guests' items in deposit boxes located at the reception desk of Suntago Village. Due to a limited number of boxes, the Operator does not guarantee their availability for every Guest. Deposit boxes cannot be booked either.
- 9.6** The Operator reserves the right to refuse, to accept in the deposit boxes items of great value, large amounts of money, items, which may be hazardous to health and safety and large-sized items, which may not be safely kept in the deposit box.
- 9.7** In the event of keeping items in the bungalow's safe, the Guest is required every time to check, if the safe is properly locked and not to disclose the safe password to any third parties.

**9.8** The Operator shall not bear liability for damage to or loss of the car or another vehicle belonging to the Guest and items left in it, regardless of whether it has been parked in the Suntago Village car park or outside its area.

**10. GENERAL PROVISIONS**

**10.1** Guests should make any complaints and file motions immediately at the reception desk of Suntago Village.

**10.2** The Guests have the right to make complaints due to inadequately rendered services personally at the reception desk of Suntago Village or by e-mail to the address: [reklamacje.suntagovillage@parkofpoland.com](mailto:reklamacje.suntagovillage@parkofpoland.com).

**10.3** Suntago Village/Moyome reserves the right to amend these Regulations, including Annexes hereto at any time, also when it deems it necessary to improve the quality of rendered services. Amendments to the Regulations shall be binding as of the date of their specification and publishing on the website <https://parkofpoland.com/en/terms>. In the event of reservations made and contracts concluded before the amendments, provisions of the Regulations binding as of the date of making the reservation/concluding the contracts shall apply, i.e. the amendment to the Regulations shall not affect reservations already made and contracts already concluded.

**10.4** These Regulations shall come into effect as of: July 1<sup>st</sup> 2020.

## ANNEX NO. 1

### UNGUARDED CAR PARK REGULATIONS

#### 1. GENERAL INFORMATION

- 1.1** These regulations („**Car Park Regulations**”) specify terms of use of the external, unguarded car park of Suntago Village (“**Car Park**”) owned by Moyome sp. z o.o. with its registered office in Warsaw, ul. Fosa 41/11, entered into the register of business entities of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, the XIII Commercial Division of the National Court Register, under the number KRS: 0000745104, REGON: 381018973, NIP: 5272861463 (“**Owner**”).
- 1.2** The Car Park is managed by Hotel Professionals Management Group sp. z o.o. with its registered office in Warsaw, Aleje Jerozolimskie 65/79 entered into the register of business entities of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, the XII Commercial Division of the National Court Register, under the number KRS: 0000639470, REGON: 36556886400000, NIP: 7010620498 („**Operator**”).
- 1.3** The Car Park Regulations constitute an integral part of the Regulations of Stay in Suntago Village. Any terms not defined in the Car Park Regulations shall have the meaning assigned to them in the Regulations of Stay in Suntago Village. The Regulations of Stay are available at <https://parkofpoland.com/en/terms>.
- 1.4** Any person who intends to enter the Car Park must be advised on the Car Park Regulations. These Car Park Regulations are placed on the notice board in a visible place at the Car Park and are available for inspection at the reception desk of Suntago Village, and on the website <https://parkofpoland.com/en/terms>.
- 1.5** The Car Park is intended for the Guests only.
- 1.6** The Car Park is free of charge.
- 1.7** The Car Park is unguarded.
- 1.8** The Car Park operates 24 hours a day, 7 days a week.
- 1.9** The owner of the vehicle or its user upon entry to the Car Park shall conclude a parking space lease agreement under the terms and conditions specified in the Car Park Regulations and under the provisions of the Act of 23 April 1964 – the Civil Code.
- 1.10** Car space lease agreement is concluded for a fixed term, from the moment of entering the Car Park with the Guest’s own vehicle till the moment of leaving the Car Park.
- 1.11** In the event of non-acceptance of the provisions of the Car Park Regulations, the Guest may withdraw from the parking space lease agreement within 10 minutes from the moment of entering the Car Park at the latest.

#### 2. PRINCIPLES OF USING THE CAR PARK

- 2.1** While staying in the Car Park, all Guests are obliged to exercise particular caution and comply with the Car Park Regulations, all signs and markings in the Car Park as well as the instructions of the Operator.
- 2.2** In the Car Park, the vehicles may move at the maximum speed of 15km/h.
- 2.3** Parking spaces are marked.

- 2.4** A vehicle may use only one parking space.
- 2.5** Parking vehicles outside parking spaces, or in a manner, which may block adjacent parking spaces, is prohibited.
- 2.6** Parking in the entries, exits, on crossing lanes, crossings, pedestrian crossings, places marked with "No parking" signs or in restricted parking bays, as well as in other places not marked as parking spaces, is strictly forbidden.
- 2.7** In the Car Park, including entries and exits, it is strictly forbidden to:
- (a) drink alcohol and use drugs;
  - (b) smoke or use open fire;
  - (c) store petrol, flammable substances and empty petrol tanks;
  - (d) do repairs, clean and vacuum vehicles;
  - (e) refuel the vehicle, change the coolant, engine oil or perform similar activities;
  - (f) leave children and animals unattended;
  - (g) leave the vehicle with the engine on;
  - (h) test engines;
  - (i) park the vehicle with leaking filling unit;
  - (j) leave garbage outside designated areas;
  - (k) conduct commercial, promotion or advertising activity without prior consent of the Operator.
  - (l) perform other activities not listed above, which may pose a threat to safety.
- 2.8** A vehicle left in the Car Park should be closed and its contents secured. Valuable items should not be left in clear view.
- 2.9** If a Guest obstructs or blocks traffic in the Car Park, the Suntago Village staff shall be entitled to call the relevant authorities to issue an order to remove the vehicle from the Car Park, at the owner's expense.

### **3. LIABILITY**

- 3.1** The Owner and the Operator shall not be liable for damage to or loss of the car or another vehicle owned by the Guest and items left in the vehicle.
- 3.2** The Guest shall be liable to the Owner for any damage caused to the Owner or the Owner's property by the Guest or any accompanying persons, following from the violation of the Regulations as well as any damage arising from contamination of the Car Park or its equipment by the Guest or the Guest's vehicle.
- 3.3** The Guest shall be fully liable for any damage caused to other Guests or third parties in the Car Park.
- 3.4** Any damage, including damage to the vehicle or vehicles, which occurred in the Car Park, should be immediately reported by the Guest to the Suntago Village staff, and in their absence – to the Police.

## ANNEX NO. 2

### THE GRILL ZONE REGULATIONS

1. These regulations of the grill zone ("**Grill Zone Regulations**") constitute an integral part of the Regulations of stay in Suntago Village. Any terms not defined separately in the Regulations of the Grill Zone shall have the meaning assigned to them in the Regulations of stay in Suntago Village. In the scope not regulated by the Regulations of the Grill Zone, the adequate provisions of the Regulations of stay in Suntago Village shall apply, including the rules of liability.
2. The Grill Zone is part of Suntago Village premises, marked with a sign "Grill Zone" („**Grill Zone**").
3. Liability for using the equipment and devices is borne by the Guests who use them.
4. The Guests are required to use the equipment and devices in the Grill Zone, in accordance with its intended use and safety rules.
5. Using the Grill Zone is possible without prior reservation, subject to availability of grilling places.
6. While using the Grill Zone one should exercise caution due to the fire safety.
7. Before leaving the Grill Zone, the Guests are required to put out fire in the hearth and make sure that there are no smouldering particles, which may cause fire.
8. The Guests using the Grill Zone are obliged to rearrange the tables after using the Grill Zone, to sort rubbish and dispose of them in dedicated places.
9. The Guests are liable for damage to the Grill Zone due to their fault.
10. In the Grill Zone it is forbidden to:
  - a. use the Grill inconsistently with its intended purpose;
  - b. smoke tobacco and e-cigarettes outside smoking areas;
  - c. damage devices and equipment located in the Grill Zone and the adjacent areas;
  - d. introduce dogs without a leash and a muzzle;
  - e. disturb the lights-out period.
11. The Guests should notify the reception desk of Suntago Village (Sun Hub) of any shortages and failures that they notice in the Grill Zone and its surroundings.

## ANNEXE NO 3

### THE PLAYGROUND REGULATIONS

1. These regulations of the playground (“**Playground Regulations**”) constitute an integral part of the Regulations of Stay at Suntago Village. Any terms not defined separately in the Regulations of the Playground shall have the meaning assigned to them in the Regulations of stay in Suntago Village. In the scope not regulated by the Regulations of the Playground, the adequate provisions of the Regulations of stay in Suntago Village shall apply, including the rules of liability.
2. The Playground is open between 6:00 a.m. and 10:00 p.m.
3. The Playground is intended for children between ages 3 to 15.
4. Using the playground after 10:00 p.m. is strictly forbidden.
5. Children using the playground facilities should be attended by parents or adult guardians at all times.
6. In the playground area it is forbidden to:
  - a. introduce animals;
  - b. litter;
  - c. allow intoxicated persons or persons after the use of drugs to enter the playground area;
  - d. consume alcohol or use drugs, as well as smoke tobacco and e-cigarettes;
  - e. organize team games;
  - f. ride bicycles, scooters, skateboards or other similar vehicles;
  - g. climb the roofs of constructions, fences, gates and other facilities, which are not intended for this purpose;
  - h. climb the top elements of constructions, such as swings or ladders;
  - i. use devices by a larger number of people than designed for.
7. Using all facilities in the playground should comply with their intended purpose and functions.
8. In the case of causing damage to the playground, the person responsible for the damage shall be liable pursuant to the Regulations of Stay at Suntago Village, including burdened with the costs of repairs.
9. The Guests should notify the reception desk of Suntago Village, located in SunHub, of any defects or dangerous incidents in the playground.

## ANNEX NO. 4

### REGULATIONS ON KEEPING ANIMALS

1. These regulations on keeping animals (“**Regulations on Keeping Animals**”) constitute an integral part of the Regulations of Stay at Suntago Village. Any terms not defined separately in the Regulations on Keeping Animals, shall have the meaning assigned to them in the Regulations of stay in Suntago Village. In the scope not regulated by the Regulations on Keeping Animals, the adequate provisions of the Regulations of stay in Suntago Village shall apply, including the rules of liability.
2. Only domestic animals belonging to the Guests are allowed on the Suntago Village premises under the provisions of these Regulations on Keeping Animals.
3. Animals shall be allowed to stay in Suntago Village on the following conditions: (i) the Guest notifies the intention to stay with the animal upon booking; (ii) the animal has, depending on the species, a medical record book with valid certificates of vaccinations and certificates of de-worming; and (iii) the Guest pays the charge according to the price list.
4. In the event of failure by the Guest to fulfil any of the requirements listed in sec. 3 above, the Operator has the right to refuse to allow the animal in Suntago Village. Such a refusal, due to the failure to meet the requirements referred to above, shall not entitle the Guest to resign from the reservation and claim refund of charges incurred.
5. In Suntago Village it is forbidden to keep animals other than domestic, animals generally considered aggressive, including reptiles, spiders and the following dog races: 1) American Pit-bull Terrier; 2) Ca de Bou (Perro de Presa Mallorquin); 3) American Bulldog; 4) Dogo Argentino; 5) Perro de Presa Canario; 6) Tosa Inu; 7) Rottweiler; 8) Akbash Dog; 9) Anatolian Karabash; 10) Moscow Watchdog; 11) Caucasian Shepherd Dog, which are considered aggressive under the regulation of the Minister of Internal Affairs and Administration of 28 April 2003 (Dz.U. of 2003 No 77, item 687 of 08.05.2003).
6. The owner of the animal undertakes to:
  - a. supervise and look after the animal while staying in Suntago Village as well as provide by themselves a safe lair for the animal on the bungalow floor;
  - b. clean dirt left by the animal on the Suntago Village and its surroundings;
  - c. prevent the animal from climbing sofas and beds being part of the bungalow equipment;
  - d. keep the hygiene of the animal during the stay in Suntago Village;
  - e. ensure that the animal does not disturb other Guests or make noise, in particular at night;
  - f. keep animals out of the playgrounds.
7. The animal owner is obliged to adjust the manner of keeping their animal in Suntago Village to the animal species, taking into account safety of other Guests.
8. Dogs must be walked on the leash or on the leash and with a muzzle, under the care of the owner or an authorised person.

- 9.** In the event that additional cleaning is necessary due to the presence of an animal on the Suntago Village premises, including bungalows, Suntago Village shall burden the Guest/the animal owner with additional charge [according to the price list] for cleaning.
- 10.** The animal owner is obliged to inform the reception desk of Suntago Village about the intention to leave the animal in the bungalow without care, while using the attractions of the Water Park and leave the telephone number at which they can be contacted during their absence. In the event employees of Suntago Village have reasonable suspicion that the animal left in the bungalow disturbs peaceful stay of other Guests, damages property or may pose a threat to its own safety or to safety of other Guests, the staff shall attempt to contact the animal owner in order to resolve the problem. If contacting the owner proves impossible, or if the safety of the animal, the Guest or property of Suntago Village is endangered, the Operator's staff shall be entitled to enter the Guest's bungalow (possibly with the aid of relevant services) and remove the animal from Suntago Village. The animal owner shall be burdened with costs arising out of the above activities.
- 11.** The animal owner shall be liable for any damage, including contamination, caused by their animal and is obliged to cover any costs connected with repairs and remedying such damage to both the Owner, Operator and other Guests.

## ANNEX NO. 5

### PERSONAL DATA PROCESSING INFORMATION

#### 1. Details and contact details of the data controller and Data Protection Officer

Personal data controller is Moyome sp. z o.o. with its registered office in Warsaw at ul. Fosa 41/11, entered into the register of business entities of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, the XIII Commercial Division of the National Court Register, under the number KRS: 0000745104, REGON: 381018973, NIP: 5272861463 (hereinafter “**we**” or “**Company**”).

We can be contacted at the address of the registered office or by e-mail at: kontakt.suntagovillage@parkofpoland.pl. We have appointed Data Protection Officer, who can be contacted by e-mail: iod@parkofpoland.com or by traditional mail at the address: ul. Fosa 41/11, 02-768 Warszawa, with a note: Data Protection Officer.

#### 2. Objectives, legal bases and periods of storing

Personal data shall be processed by us for the purposes and under legal bases defined below:

- 1) proper performance of a contract or taking action at the request of the data subject before concluding the contract. Such a contract is concluded with us through making a reservation, while the reservation does not need to be in a written form (may be through an e-mail or verbal, e.g. while agreeing on the stay or extending the stay on-site in Suntago Village. This includes, in particular: identification of the person making the reservation, purchasing, registering the stay, settling payments – under art. 6 item 1 letter b) of GDPR.<sup>1</sup>

Such data shall be stored for a period no longer than the limitation period for claims under the Civil Code<sup>2</sup>.

If our Guest is at the same time a client of Suntago Water Park, the minimum data concerning the settlement of services shall be obtained/passed between us and Global Parks Poland sp. z o.o. with its registered office in Warsaw, 02-768, ul. Fosa 41/11 (the owner of Suntago Water Park), in order to

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<sup>1</sup> GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

<sup>2</sup> Under art. 118 of the Civil Code, the limitation period is six years and for claims concerning periodical performances and claims connected with conducting business activity – three years. Additionally, under art. 442<sup>1</sup> of the Civil Code, a claim for remedying damage caused by a tort is barred by the statute of limitation three years after the day on which the aggrieved party learns or with exercising due care may learn of the damage and of the person obliged to remedy it. However, this period cannot be longer than ten years from the day on which the event causing the damage occurs. If the damage results from a crime or an offence, the claim for remedying the damage is barred by the statute of limitation twenty years after the crime is committed regardless of when the aggrieved party learns of the damage of the person obliged to remedy it. In the event of personal injury, the limitation period cannot end earlier than three years after the day on which the aggrieved party learns of the damage and of the person obliged to remedy it. The limitation period for claims of a minor for remedy of personal injury cannot end earlier than two years after the minor attains majority.

properly settle the services, which are used by the client of Suntago Water Park client (e.g. in the case of settling pre-authorized Guest's card when making a payment in the Water Park).

- 2) ongoing contact regarding the service of a client or prospective client, handling possible complaints, determining special needs depending on the condition of the clients (e.g. restricted mobility), as well as defending, exercising or establishing of claims - pursuant to art. 6 item 1 letter f) of GDPR (these objectives constitute the so-called legitimate interests of the controller).

Such data will be stored for no longer than until the expiry of the limitation period for claims under the provisions of the Civil Code.

In the event of ongoing contacts and lack of mutual rights and obligations following from the contract/service, the data shall be stored no longer than 2 years.

- 3) performance of legal obligations related to accounting or tax law - pursuant to art. 6 item 1 letter c) of GDPR in connection with the provisions of tax law, the provisions of the Act of 29 September 1994 on the accountancy, concerning in particular data archiving for accounting purposes.

The data will be stored until expiry of the statutory obligation to store the data (5 years after the end of the accounting year).

- 4) sending marketing information, in particular our or our partners' offers, in electronic form or over the phone - in accordance with the consent given to us - pursuant to art. 6 item 1 letter c) of GDPR. Consent may be withdrawn at any time, but without affecting the lawfulness of data processing before it is withdrawn.

The data will be stored until the consent is withdrawn.

- 5) implementation of our legitimate interest which is direct marketing carried out in a traditional form (hard copy) – pursuant to art. 6 item 1 letter c) of GDPR. The data subject has the right to object.

The data will be stored until the objection is raised.

- 6) implementation our legitimate interest under art. 6 item 1 letter f) of GDPR in the event of Suntago Village surveillance system. The legitimate interest of the Company in the case of video surveillance is to ensure safety of persons (protection of life and health) or property, and in the case of recordings of the surveillance system – additionally to prove the occurrence of incidents.

Video cameras which record the image are located in HUB and Streets in Village The processing of data consists in processing the image or other information identifying or allowing for identification of a given person (e.g. date of stay/incident, element of clothing, actions performed, which are recorded by the system cameras).

Data from the video surveillance recordings will be stored for Security reasons from the date of making the recording. In the event when the recordings constitute proof in the given proceedings conducted under the applicable law or in the event when we know that they may constitute proof in the given

proceedings, such period will be extended till the moment of final and binding conclusion of such proceedings.

Recordings or parts thereof may only be made available to the state bodies or persons/institutions authorised under the provisions of the applicable law (in particular to the Police) or supporting entities acting under personal data processing agreements, providing people and property security services as well as services of maintenance of recording devices.

- 7) implementation of our legitimate interests (art. 6 item 1 letter f) of GDPR) and implementation of the Act on Found Items (art. 6 item 1 letter c) of GDPR) in connection with handling things found or things stored by us (performing duties and exercising rights of the finder and of the storer).

These data are stored for no longer than 3 days of the date of receiving the thing (then we hand it over to the competent governor (*starosta*), unless a person authorised to collect the things comes forward within this time limit.

### **3. Access of authorised persons and recipients**

Personal data will be disclosed to employees or associates of the Company, as well as to the following categories of recipients:

- entities providing support to the Company on the basis of commissioned services and in accordance with concluded data processing agreements (in particular: Operator, entities providing facility administration services, IT, consulting, security, marketing, accounting support or tax services in so far as it is necessary for the performance of the above listed purposes of data processing), or
- entities authorized on the basis of applicable legal provisions (Police, City Guards, Polish Post, couriers, court, law enforcement officer, Tax Office, etc.).

### **4. Your rights**

Every person has the right (under the provisions of GDPR) to:

- 1) get access to and rectify their personal data,
- 2) delete the data,
- 3) restrict the processing of data,
- 4) transfer the data,
- 5) object to data processing,
- 6) withdraw their consent at any time without affecting the lawfulness of the processing.

The data subject also has the right to file a complaint with the President of the Office for Personal Data Protection (to the address of the office: ul. Stawki 2, 00-193 Warszawa), if they decide that the processing of the data breaches the GDPR provisions.

### **5. Requirement to provide data and the consequences of not providing thereof**

Providing personal data in order to issue an invoice follows from the provisions of the law (tax regulations). Providing other data is voluntary (it is not a statutory obligation), however lack thereof prevents us from fulfilling the abovementioned purposes properly.