

## **REGULATIONS FOR THE GUESTS OF RODZINNY PARK ROZRYWKI ENERGYLANDIA IN ZATOR**

1. All persons entering the Amusement Park are required to read these regulations before entering the Amusement Park and observe their provisions.
2. The right to enter to the Amusement Park have people who have a valid entrance ticket, personal invitations or a special free ticket (hereinafter referred to as: the "entrance ticket"). The types of tickets and the circle of persons entitled to use particular types of tickets are always published on the website and in front of the ticket offices at the entrance to the Amusement Park.
3. A birthday ticket entitling to enter the Amusement Park on the birthday day for PLN 1 for a person up to 18 years of age (inclusive) is granted only upon prior consent of the person using the discount (his/her guardian) to process his/her data, in accordance with the provisions on protection personal data contained in the valid document proving in a definite way the age of that person (only data such as: name and surname, date of birth and possibly name and surname of guardian of the person using the discount are processed, other data is not processed) by the owner of the Amusement Park solely for the purpose of granting a discount on the application of the person applying for a discount (or acting on his/her behalf) and conducting financial reporting of the Amusement Park.
4. The entrance ticket or personal invitation entitle to use all available facilities and attractions throughout the duration of stay at the Amusement Park, and the use of the specially marked available attractions/facilities is connected with taking photos of the Guest's in the vicinity of other Guests using those attractions/facilities to provide an additional service by the Amusement Park or a third entity, with a separate payment by the Guest, which includes the purchase of a photo/gadget including the above photo taken at a given attraction/facility of the Amusement Park. There is an attraction in the Amusement Park, i.e., the Water Park, which is open only in favorable weather conditions. Those conditions, along with the opening period of the Water Park, are set out in the regulations of the Water Park available at the entrance to the Amusement Park and on the [energylandia.pl](http://energylandia.pl) website. Before entering the area of the Amusement Park, the Guest is informed - through the information board - about the possibility of using the attractions of the Water Park on that day (at specific hours)
5. The entrance ticket to the Amusement Park is valid for the period marked on it,

and in the absence of such a mark for a period of thirty days from the moment of its issuance (purchase at the ticket office) - during the opening hours and days of the Amusement Park. The entrance ticket entitles to one-time use of the entrance to the Amusement Park, unless the entrance ticket is marked differently. In the case of a two-day entrance ticket, it is explained that such an entrance ticket entitles to enter the Amusement Park on the next calendar day (regardless of whether it is a public holiday or not) after the day on which the first entry occurred on the basis thereof to the Amusement Park, unless in the above-mentioned next calendar day the Amusement Park, according to its opening calendar, is closed - in such a situation, such an entrance ticket only entitles to one-time entry to the Amusement Park on the basis thereof, without

the right to enter the Amusement Park on the later day of its opening (i.e. on a different day than the next calendar day described above).

6. Group tickets are intended only for organized groups of at least fifteen people. Group tickets cannot be used individually, unless they are the "gift tickets".
7. The nominal voucher can only be used during its validity, i.e. during the opening season of the Amusement Park in which it was issued. The voucher can be used in stores and in catering outlets within the Amusement Park, unless it is indicated that the payment with voucher is not allowed. If the current value of the voucher exceeds the purchase value of the good/service, the remaining funds after the purchase will remain associated with the voucher and can be used until the next full or partial payment for the goods/service. If the current value of the voucher does not exceed the purchase value of the good/service, the Customer shall be obliged to settle the difference between the value of the purchase and the current value of the voucher (by cash or by payment card). The voucher cannot be exchanged, either in whole or in part, for cash or other means of payment.
8. After purchasing the ticket and entering the Amusement Park, leaving it is considered the end of the use of attractions. Re-entry to the Park Area shall be possible only after purchasing a new ticket or on the basis of a seal made by a security guard on the forearm of a person leaving the park, who returned to the park within no more than 30 minutes counted from the time of leaving the park. In justified and exceptional cases, it shall be possible to deviate from this rule, but only after obtaining the appropriate consent of the owner or management of the Amusement Park.
9. It is forbidden to transfer the purchased entrance ticket after entering the Amusement Park, to make enter the Amusement Park by a third party.
10. A child under the age of 13 staying in the Amusement Park should be under the constant care of a person (e.g. a legal guardian or a person authorized by the guardian, a teacher) obliged to supervise this child, but the person supervising shall decide whether the child will use alone or together with that person the given attraction/facility in accordance with the terms of use of the given attraction/facility.
11. The Amusement Park provides promotional discounts on the price of tickets for disabled people, which can be granted only after the disabled person's (his/her guardian's) prior consent for the processing of his/her data, in accordance with the provisions on the protection of personal data, contained in the valid document proving in a definite way the disability of that person (only the following data of a disabled person is processed: name and surname, information confirming the disability and possibly the name and surname of the guardian of the disabled person) by the owner of the Amusement Park solely for the purpose of granting a discount on the application of the person applying for a discount (or a person acting on his/her behalf) and conducting financial reporting of the Amusement Park. The amount of the discount is provided in the price list.
12. The rules of using the attractions and facilities are set out in the regulations and information placed on individual facilities. The facilities can be used only with the consent and presence of the facility service staff, excluding the unattended attractions and facilities and areas. The service staff of the facility shall, for security reasons and in justified cases, have the right prohibit to a given person to use the facility or attractions of the Amusement Park.

13. In order to maintain security, in particular in situations related to the possibility of evacuation of the Guest from a given attraction/facility, and due to the specificity of attractions/facilities, the Park Service may prohibit to use a facility/attraction to a person who, for objective reasons, cannot fully use the given attraction/facility.
14. Bearing in mind the safety of our Customers, we would like to inform that the facilities in the Amusement Park have top-down parameters for people using them (including growth, age, weight limits, etc.). Therefore, it is forbidden to use facilities - which have such restrictions - by persons whose physical conditions (including height, weight, stiffness) make it impossible to use the facility safely and in accordance with the manufacturer's instructions. The standard conditions of use of a given facility are always available before entering the Amusement Park - at the Customer Service Office, as well as on the website of the Amusement Park.
15. Since the Customers come to our Park from various, sometimes very remote parts of the country, Energylandia shall not refuse entry to such people, even with a very high attendance. There is no upper limit on capacity, and as long as it shall not pose a threat to security, all people who purchase an entrance ticket will be admitted to the Park. On weekends and sunny days, a large attendance in the Park is expected, and thus also with a longer wait time for access to individual facilities and attractions, in this situation the queues for a given facility/attractions may make wait for more than sixty minutes
16. The Amusement Park informs that any show (e.g. a stunt show) that was to take place in the Amusement Park on a given day may not take place in case of circumstances preventing the performance of a given show (i.e.: health problems of the artist (e.g. injury), unfavorable atmospheric conditions) - to ensure the safety of the Park Guests and the artists themselves. The Customer may at any time - in particular before entering the Amusement Park - get relevant information in the Customer Service Office about the held or scheduled shows of the day in the Amusement Park.
17. The facilities/attractions - whose correct and safe operation depends on weather conditions - are run and are available to the Customers only in weather conditions enabling safe use of facilities/attractions. In conditions that prevent safe use of the facilities/attractions (i.e. storm, heavy rain, hail, earthquakes, atmospheric discharges, and other such atmospheric phenomena) the facilities/attractions shall not be available to the Customers, while other attractions/facilities of the Park of the Park, whose proper and safe operation is not dependent on weather conditions, shall remain at the Customers' disposal.
18. Information about the facilities/attractions that are currently not available to the Customers is always available in the Customer Service Office.
19. Persons staying in the Amusement Park have an absolute obligation to comply with the recommendations of persons indicated in Section. 37 - aimed at ensuring safety and order within the Amusement Park.
20. In the Amusement Park it is prohibited to:
  - smoke, except for specially marked and designated places.
  - bring or possess - weapons or other dangerous objects, explosives, pyrotechnic articles, flammable materials, drugs, narcotics, psychotropic substances, so-called "smart drugs" and other objects that may pose a threat to the life or health of people staying in the Amusement Park;

- bring and consume all kinds of alcoholic beverages purchased outside the Amusement Park;
  - take out any objects owned by the Amusement Park outside the Amusement Park;
  - consume alcoholic beverages purchased in the Amusement Park in places not intended for that purpose;
  - pollute or litter the Amusement Park;
  - Damage or destroy objects belonging to the Amusement Park or other people;
  - breach the ban on entering rooms or parts of rooms not intended for unauthorized persons, including kitchens, utility rooms, offices, cloakrooms, warehouses, back rooms, etc.);
  - sell, advertise, acquire or conduct cash collections without the consent of the Park's owner;
  - stick stickers in the park area or paint on the walls;
  - destruct the greenery;
  - enter artificial ponds or pools;
  - bring in animals;
  - ride on bicycles, rollerblading, skateboarding, roller skates or other similar devices (not applicable to staff and authorized persons).
21. No people shall be admitted to the Amusement Park if: drunk, under the influence of drugs, psychotropic substances or other intoxicating substances, behaving aggressively, possessing the items listed in Section 20 of the Regulations, and persons in relation to whom the penalty of prohibiting entry to the Amusement Parks was issued, as well as persons entered into the register kept by the Police Commander-in-Chief
22. Security guards:
- shall have the right to recognize a person who poses a direct threat to human life or health, as well as protected property, until the Police arrives at the scene;
  - may let a person to the Amusement Park, for whom there were suspicions that he/she owns or brings in items referred to in Section 16, after having looked at the items of the person who agreed thereto.
23. The persons disturbing public order or violating these regulations of the Amusement Park or generally accepted norms of behavior will be removed from the Amusement Park area (also applies to the car park which constitutes the Energylandia area) or apprehended in order to immediately transfer those persons to the Police. In the case of a drastic violation of the regulations of the Amusement Park, the security staff shall have the right to use means of direct coercion to ensure safety
24. Complaints should be reported to the Park Customer Service Office or by email to the following address: [biuro@energylandia.pl](mailto:biuro@energylandia.pl). Please be advised that the complaint form through which it can be lodged is available at the ticket offices, at the Park Customer Service Office and on the website of the Amusement Park. In order to properly process a complaint, we ask for: presenting a proof of purchase of an item/entrance ticket, providing a statement (claim) with a description of the complaint, and in the case of a complaint relating to an item, for delivering it to the address of the Amusement Park, i.e. Al. 3-go maja 2, 32-640 Zator. Information about the consideration of the complaint regarding the entrance ticket to the Amusement Park will be

communicated to the complainant in written or electronic form (by email) to the contact details indicated by the complainant within 30 days from the date of receipt of the complaint by the Amusement Park (in the case of contracts for the sale of items, the period is 14 days). If the complaint is successfully considered, depending on the complainant's request, the item will be repaired or replaced with a new one, the price will be reduced, and in case of withdrawal from the contract the funds will be refunded.

25. Complaints are dealt with only in writing or electronically. In a written form, by completing a special "Complaint" form, which is available at the Energylandia office. In electronic form by sending an email with a complaint to the following email address: [biuro@energylandia.pl](mailto:biuro@energylandia.pl) with the title: COMPLAINT
26. In the case of entrance tickets or passes, purchased from brokers, distributors, tourist offices, etc., complaints and possible reservations should be sent directly to the entity where the tickets were purchased. Complaints regarding such tickets shall not be considered by Energylandia.
27. The Amusement Park service staff shall have the right to:
  - refuse to serve alcohol to a drunk person;
  - refuse to serve Guests who behave aggressively or vulgarly
28. In the case of causing a material damage in the Park or its area, committing an offence, breach of security rules or inappropriate behavior, the security staff shall have the right to apprehend the offender in order to immediately hand over that person to the Police.
29. A person staying in the Amusement Park bears full financial responsibility for any damage and destruction of property resulting from his/her fault.
30. The Amusement Park shall not bear any material responsibility for items lost or left in the Park as well as in its surroundings, on parking lots in other places adjacent to the area of the Amusement Park - which shall not apply to the situation, where the item is the subject of the storage agreement concluded between the Amusement Park and the Guest (e.g., the item left in the locker room) or the Amusement Park has found the item or performs the duties of the administrator in relation to the found item provided for by the Act on Found Items.
31. The items lost or left in the Amusement Park, if found by the Amusement Park employee or given by a third party to a lost-and-found office, can be picked up at the lost-and-found office located in the Energylandia office building at: Al. 3 Maja 2, 32-640 Zator, within 30 days of finding them.
32. The help of a paramedic can be used in the Amusement Park. In any case, any employee of the Amusement Park will show the way to the Medical Point or call a paramedic to a person who needs his/her help
33. In the event of any injury, regardless of its nature, please contact the Medical Rescue Officer currently on duty at the park. Only such request shall be the basis for applying for possible compensation from the Park's insurance policy.
34. Energylandia gives its Customers a paid, unguarded, monitored parking lot, which is located in front of the Park main gate. The cost of a full-day stopover is PLN 5.00.
35. There is a monitoring system in the Park as well as in the adjacent area belonging to the Park. People entering the Park are aware of this and agree to be monitored.
36. People entering the Amusement Park agree (in cases provided by law - it is granted by the authorized person, e.g. a statutory representative) for free use

and distribution of their image, photographed during the stay in Rodzinny Park Rozrywki in Zator – Energylandia for marketing purposes (Article 81 of copyright). The consent is granted for an indefinite period and without territorial restrictions. The consent also covers the dissemination of the image by third parties as part of broadcasting and public display of marketing materials, photos, reports, promotional films, music videos, TV programs and audio-visual broadcasts and information on events taking place in the Park, including the Internet and on social networks. Pursuant to Article 81 paragraph 2 point 2 of the copyright no consent is required for the dissemination of the image of a person constituting only a detail of the whole such as gathering, landscape, public party.

37. The observance of the provisions of these regulations and the rules of use referred to in Section 12, is monitored by the Owner of the Amusement Park, its management, personnel, service and security staff.
38. The Amusement Park is not responsible for damages caused by force majeure, forces of nature, weather conditions, the sole fault of the affected person or a third party for whom it is not responsible.
39. The Amusement Park shall not be responsible for any breaks in the supply of electricity, gas, water or other utilities, as well as for any inconvenience that arises therefrom, and whose emergence was not dependent on the operation or omission of the Amusement Park.
40. The Amusement Park will take care that all facilities/attractions are available to the Park's Customers on a given day of using them. Possible breaks in the operation of individual facilities may be caused by the need to take measures to ensure correctness and safe use of the facilities/attractions in the Amusement Park or factors beyond the Park's control (e.g. atmospheric conditions in which the use of a particular type of facility/attraction can be dangerous for users) - whereby other attractions/facilities of the Amusement Park, whose correct and safe operation is not dependent on the above-described circumstances, shall remain at the disposal of Customers.
41. The Amusement Park reserves the right to amend these Regulations at any time if it deems it needed or necessary to improve the service of Amusement Park' Customers.
42. Only in the case of purchasing individual tickets the Customers can use the rights resulting from having a Big Family Card or a Funpass discount card, by presenting it in advance

(in the case of all-season tickets, group tickets, discount tickets, it is not possible to use those rights).

43. The regulations relating to personal data are regulated by the Privacy Policy of the Amusement Park.
44. These regulations shall enter into force on May 25, 2018 and shall apply to contracts concluded from the aforementioned date.