

## **REGULATIONS FOR THE GUESTS OF FAMILY AMUSEMENT PARK ENERGYLANDIA IN ZATOR**

1. All persons entering the Amusement Park are obliged to read these Regulations prior to entering the Amusement Park and observe its provisions.
2. Persons with a valid admission ticket, name invitations or a special free ticket (hereinafter referred to as „admission ticket”) are entitled to enter the Amusement Park on its opening days and within its opening hours. Types of admission tickets and persons entitled to use particular types of tickets (rules of sale of such tickets) are published on the [energylandia.pl](http://energylandia.pl) website and in front of ticket offices at the entrance to the Amusement Park. The price of admission tickets is determined by the price list.
3. Possibility to purchase a discount ticket available in the Amusement Park offer related to a specific age of the Guest (including a birthday ticket, senior’s ticket, child up to the age of 3) is conditioned by a prior presentation of a current and valid document confirming the identity and the age of the Guest entitling them to purchase a specific discount ticket. Note that on the day of use of such a ticket the Guest must still meet the condition of granting the discount indicated on the purchased ticket (the age and the identity of such a Guest can be verified at the entrance gate by the Park employees). The above means, among others: that a birthday ticket can be used only on the date of birth and the ticket for a certain age can be used only up till the date of reaching this age. The rules for the sale of specific discount tickets may include conditions other or additional to age, contained in the currently effective price list.
4. Possibility to purchase a discount ticket available in the Amusement Park offer for the disabled is conditioned by a prior presentation, to the necessary extent, of a current and valid document confirming the identity and disability of the Guest (unless factual circumstances clearly demonstrate such disability, which does not exclude prior verification of the entitlement to the discount described above), however, on the day of using such an admission ticket, such a guest must still meet the condition of granting the discount indicated on the purchased ticket.
5. An admission ticket or personal invitation entitles to use all the available devices and attractions throughout the period of stay in the Amusement Park. Use of specially marked available attractions/devices is associated with fixation of the Guest’s image surrounded by other Guests while using these attractions/devices for the purpose of provision of additional services by the Amusement Park or a third party, for a separate fee paid by the Guest, consisting in the purchase of a photo/gadget with the above-described image from a given attraction/device of the Amusement Park.
6. Within the premises of the Amusement Park there is an attraction - Water Park which is open only on days when the weather conditions are favorable (only during the hours allowing for the use of this attraction). These conditions, along with the opening period of the Water Park and the rules for the use of the Water Park, are specified in the Water Park regulations available in front of the Park at the entrance, at the Park Customer Service Office, as also on the website [energylandia.pl](http://energylandia.pl).



7. Before entering the Amusement Park, the Guest is informed - by the information board - about the possibility to use the attractions of the Water Park on that day (the information board indicates whether this attraction is available at the very moment). Information about till what time this attraction will be open on the day of inquiry can be obtained from the Park Customer Service Office.
8. An admission ticket to the Amusement Park is valid for the period specified on the ticket and in the absence of such a specification, for the period of thirty days from the moment of its issuance (purchase at the ticket office); not longer than until the last day of the Park's, opening during the season in which the admission ticket has been purchased, within the opening hours and days the Amusement Park is open. An admission ticket entitles to a one-time entrance to the Amusement Park, unless the ticket specifies otherwise. In case of a two-day pass, please, be advised that such an admission ticket gives the option 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 to the Amusement Park was made. If, according to the opening calendar, the Amusement Park is closed on the calendar day described above, such an admission ticket entitles only to a single entry to the Amusement Park without the possibility of an entry to the Amusement Park at a later date, when the Park is open (i.e. on a day other than the next calendar day described above). A two-day pass is sold by the Amusement Park only within the time allowing for it to be used in the manner described above, i.e. "day after day", according to the Amusement Park Opening Calendar, during the validity period of such a ticket, however it is the Guest who decides when to use the pass.
9. Group tickets are intended only for organized groups of at least fifteen. Group tickets cannot be used individually, unless these are the "gift ticket" version. Purchase of group tickets is conditioned by their earlier booking, at least one day in advance, prior to the group's arrival (bookings should be made via email: [grupy@energylandia.pl](mailto:grupy@energylandia.pl)).
10. Nominal Voucher can only be used during its validity, i.e. during the period of the opening season of the Amusement Park in which it was issued. The voucher can be used in shops and catering points on the premises of the Amusement Park, unless a given facility has information displayed that it does not respect payment with the use of a voucher. If the current value of the voucher exceeds the purchase value of the goods/service, the funds remaining after the purchase will remain associated with the voucher and can be used for the next full or partial payment for goods/services. If the current value of the voucher does not exceed the purchase value of the goods/services, the Guest is obliged to settle the difference between the purchase value and the current value of the voucher in cash or by card payment. Vouchers cannot be exchanged, either in their entirety or in part, for cash or other means of payment.
11. After entering the Amusement Park based on an admission ticket, leaving the Park is considered the end of use of attractions (i.e. using up the admission ticket). Re-entry to the Amusement Park is possible only after purchasing a new ticket or based on a stamp made by security personnel on the forearm of a person leaving the Park who has to return to the Park not later than within 30 minutes counted from the time of leaving the Park. In justified and exceptional cases some exceptions can be made but only after obtaining an appropriate consent of the owner or management of the Amusement Park.

12. It is forbidden to transfer the admission ticket after the entry to the Amusement Park to a third party in order for that person to enter the Amusement Park based on the ticket which had previously been used to enter the Amusement Park. Such a ticket does not entitle a third party to enter the Amusement Park.
13. A child up to the age of 13 staying on the premises of the Amusement Park should be under the constant supervision of an adult (e.g. a legal guardian or a person legally authorized by them; a teacher) obliged to supervise the child, whereas such supervising person shall make decisions whether the child is to use a given attraction/device on its own or accompanied by that supervising person, in accordance with the terms of use of the attraction/device.
14. The rules of use of the attractions and devices are specified by regulations and information placed on individual devices. Devices can be used only with the permission and presence of the attractions/devices' operators, excluding operator free attractions, devices and zones. Operator of the device has the right to refuse, for security reasons and in objectively justified cases, a given person, including a minor, senior, a disabled person or a person with mobility issues to use a given attraction/device, due to their safety or the safety of persons staying nearby.
15. In order to maintain safety, in particular situations related to the possibility of evacuation of the Guest from a given attraction/device and due to the specificity of attractions/devices, the Park Service Staff may refuse a person who, for objective reasons, cannot independently take full advantage of the attraction/device to use it.
16. Taking into consideration other provisions of the Regulations, each Guest makes an independent decision whether to use a given attraction/device available in the Amusement Park taking into consideration their (and if they are a person obliged to supervise a child – the child's) skills, abilities, health status and current preparation of the body for possible effort (warm-up) or the act of g-forces or zero g-forces, as also, resulting from the above, possible restrictions, threats or risks. The use of attractions/devices is allowed only in footwear with a firm grip on the feet, whereas it is recommended that attractions/devices be used while wearing sports footwear, unless the regulations of a given attraction/device provide otherwise (see other regulations regarding attractions/devices within the water zone). The remaining infrastructure of the Amusement Park (including places intended for communication around the Amusement Park) should be used in footwear. Persons with health issues (also pregnant women) who are particularly recommended not to use attractions/devices that involve: overloading/underloading the user; staying at a high altitude; achieving high speeds, due to their safety, should not use such attractions/devices in the Amusement Park.
17. Bearing in mind the safety of our Guests, we would like to inform you that devices in the Amusement Park have parameters pre-set for the persons using them (e.g. height, age, weight limits, etc.). Therefore, it is forbidden to use devices with such restrictions by people whose physical conditions (including height, weight, obesity) make it impossible to use them safely and in accordance with the manufacturer's instructions. Standard terms and conditions of use of a given device are to be found in front of the entrance to the attraction and on the Park website. It is prohibited to bring and use: devices such as telephone, camera, photo camera or devices with similar functionalities to the devices/attractions, as also it is forbidden to bring items that can fall out/break off, etc. of the Guest (pocket) during the use of the device/attraction.



18. Since Guests come to our Park from various, sometimes very remote parts of the country, Energylandia does not refuse entry to such persons even with very large turnout. There is no upper limit on the capacity and as long as it does not pose a threat to safety, all persons who purchase admission tickets will be let in. At weekends and on sunny days one should expect large turnout in the Park and thus also a longer queuing time to access individual devices and attractions. In such a situation queues to a given device/attraction may require more than sixty minutes waiting. In front of the entrance to the Amusement Park there is an information board with updated, real-time information about the anticipated waiting time for a given attraction/device (current, anticipated queuing time for a given attraction/device). Waiting time in the queue after entering the Amusement Park may be subject to change, which means that it may be extended.
19. Amusement Park informs that a show (e.g. stunt show) that is to take place in the Amusement Park on a given day may not be taking place in the event of circumstances preventing the performance of a given show (i.e.: the artist's health problems (e.g. injury), unfavorable weather conditions) to ensure safety of the Park Guests and of the artists themselves. The Guest may at any time, in particular before entering the Amusement Park, get relevant information about the shows held on or planned for a given day in the Amusement Park at the Park Customer Service Office.
20. Devices/attractions whose proper and safe operation depends on weather conditions are activated and are available to Guests only in weather conditions enabling safe use of the devices/attractions. In conditions that prevent safe use of the devices/attractions (i.e. storm, strong wind, heavy rain, hail, earthquake, lightning and such other atmospheric phenomena), devices/attractions are not available to Guests. Still, devices/attractions whose proper and safe operation is not dependent on weather conditions, remain at the disposal of Guests of the Amusement Park.
21. Information about devices/attractions that at a given moment are not available to Guests is always available at the Park Customer Service Office.
22. In the Amusement Park, it is prohibited to:
- smoke, except for specially marked and designated areas.
  - bring or carry weapons or other dangerous objects, explosives, pyrotechnic articles, flammable materials, drugs, narcotics, psychotropic substances, so-called "legal highs" 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 any objects owned by the Amusement Parks outside the Park;
  - consume alcoholic beverages purchased in the Amusement Park in places not intended for this purpose;
  - contaminate or litter the Amusement Park;
  - violate or destroy objects belonging to the Amusement Park or other persons;
  - enter rooms or parts of rooms not intended for unauthorized persons, including: kitchens, utility rooms, offices, cloakrooms, warehouses, supply rooms, etc., as also go beyond the areas (i.e. small streets, paved pedestrian pathways, alleys, bridges, tunnels) in the Amusement Park designated for traffic;

- sell, advertise, solicit or conduct cash collections without the consent of the Park owner;
  - place stickers in the park or paint on the walls;
  - destroy greenery; including enter green areas, unless a given area is clearly marked as intended for Guests;
  - enter: artificial ponds or pools; climb up fences; go beyond fences or curbs separating places designated for traffic around the Amusement Park from green areas or excluded from use by Guests; climb up decorations located in the Amusement Park, as also it is forbidden to use them and other items that are not attractions or devices of the Park as per the Park's map available in front of the entrance to the Amusement Park and on the website [www.energylandia.pl](http://www.energylandia.pl), unless it has been decided otherwise for the particular item;
  - bring animals, with the exception of a dog assisting a disabled person (i.e. a guide dog for a blind or visually impaired person, an assistant dog for a disabled person, a signaling dog of a deaf or hearing impaired person, a dog signaling a disease attack (e.g. epilepsy, heart disease)) under the provisions specified in Art. 20a of the Act on Vocational and Social Rehabilitation and Employment of Persons with Disabilities;
  - cycle, rollerblade, skateboard, roller skate, move around on a kick scooter or use other similar devices (not applicable to staff and authorized persons) and bringing such devices to the Park;
  - any behavior discriminating other Guests (including racism, anti-Semitism, xenophobia or homophobia);
  - fly drones flights and other unmanned aerial vehicles or do other similar activities over the area owned by the Owner of the Amusement Park. This prohibition also applies to balloons, hang gliders, paragliders, paragliders with propulsion, motoglider, etc.
23. Persons who are under the influence of drugs, psychotropic substances or other intoxicants, who behave aggressively, carry items listed in point 22 of the Regulations and against whom a penalty was previously imposed banning them from the entry to the Amusement Park, will not be let into the Park. A temporary prohibition to enter the Amusement Park may be imposed by the owner of the Amusement Park in the event dictated by the safety of other Guests of the Amusement Park, against a person who has grossly violated the Regulations of the Amusement Park or the law on the premises of the Amusement Park. Persons entered in the register of sex offenders shall have not be let in to the Park.
24. Security Officer:
- has the right to apprehend a person who poses direct threat to human life or health, as also protected property, until the Police arrive at the scene;
  - may let a person in to the Amusement Park who had been suspected of having or bringing items referred to in point 22 after having looked through their belongings with their consent.
25. Persons entering the Amusement Park are asked not to leave their belongings/luggage in places not intended for that.

26. Due to security reasons and prohibitions on bringing objects referred to in point 22 into the Amusement Park, a person entering the Amusement Park, at the request of security personnel justified by suspicion of bringing prohibited items or by security reasons, should voluntarily allow for a control of the luggage brought to the Amusement Park. Violation of this provision, as also determination of a breach of security reasons or bringing prohibited items to the Park, justifies refusal to provide services by the Amusement Parks and the immediate request that such person leave the Amusement Parks.
27. Persons disturbing public order or violating these Amusement Park Regulations or the generally accepted norms of behavior, will be asked to leave the area of the Amusement Park and the parking lot for the Park Guests, or else, to the extent provided for by law, they will be apprehended in order to be immediately handed over to the police. In the event of drastic violation of the Amusement Park Regulations, security personnel, within the limits of law, are entitled to take measures, provided for by the Act on the protection of persons and property, to ensure safety. In the event of material damage caused in the Amusement Park or within its premises, as also within the car park intended for Park Guests, committing an offense or crime, breach of the safety rules, security personnel, within the scope and in situations permitted by law, shall have the right to apprehend the perpetrator for immediate handing them over to the Police.
28. Please, file complaints to the Park Customer Service Office or vis e-mail to the following address: [biuro@energylandia.pl](mailto:biuro@energylandia.pl). Please be advised that the complaint form via which you can file the complaint is available at ticket offices, at the Park Customer Service Office and on the Park's website. In order to properly handle the complaint, please provide: the proof of purchase of the item/ticket complained about, make a statement (claim) with the description of the complaint and in case of a complaint about an item, additionally deliver it to the address of the Amusement Park, i.e. Al. 3 Maja 2, 32-640 Zator. Information about the outcome of the handling process of a complaint will be sent to the person filing the complaint in written or electronic form (e-mail message) to the contact details indicated by the person filing the complaint within 30 days from the date of receipt of the complaint by the Amusement Park (in case of contracts for the sale of items, this term is 14 days). In case of a positive outcome of the complaint handling process, depending on the request of the person filing the complaint, the goods will be repaired or replaced with a new one, the price will be reduced and in case of withdrawal from the contract, cash will be refunded.
29. In case of admission tickets or passes purchased from brokers, distributors, tourist offices, etc., claims and possible reservations or complaints should be filed directly to the entity which sold the tickets. Claims and complaints regarding such tickets will not be handled by Energylandia.
30. The Amusement Park staff have the right to:
- refuse to serve alcohol to a drunk person;
  - refuse to serve Guests who are aggressive or vulgar
31. A person staying in the Amusement Park bears full financial liability for any damage and property damage caused by their fault.

32. Amusement Park shall not be financially liable for items lost or left in the Park, as also in its surrounding area, in parking lots or other places adjacent to the Amusement Park area, which does not apply to a situation where the item is the subject of a storage contract concluded between the Amusement Park and the Guest (e.g. an item left in the cloakroom) or the Amusement Park have found the item or performs the duties of an administrator in relation to the found item provided for by the Act on found items. Please, report lost items at the Amusement Park ticket offices or via email to the address: [znalezion@energylandia.pl](mailto:znalezion@energylandia.pl)
33. Items lost or left in the Amusement Park, if found by an employee of the Amusement Park or returned by a third party to the lost property office, can be collected at the lost property office located in the Energylandia office building at the address: Al. 3 Maja 2, 32-640 Zator, within 30 days of the moment they are found.
34. Amusement Park offers paramedic assistance. An employee of the Amusement Park will show the way to the Medical Point or call a paramedic to a person who needs their help.
35. In the event of any (bodily) injury, regardless of its nature, contact the paramedic on duty. Such a call will be the basis for applying for possible compensation from the Park insurance policy.
36. Energylandia provides its Guests with a paid, unguarded but monitored parking lot located in front of the main gate of the Park, with the reservation that the parking space for busses with organized groups of Guests to the Amusement Park is free of charge. The cost of a full-day parking is PLN 5.00, whereas the cost for a camper is PLN 50.00.
37. A CCTV system is in place in the Park, as also in the adjacent area belonging to the Park. Persons entering the Park are aware of this and consent to monitoring.
38. Persons entering the Amusement Park agree (in cases provided by law, it is granted by an appropriate authorized person, e.g. a statutory representative) to free of charge use and distribution of their image recorded during the stay at the Family Amusement Park in Zator – Energylandia for marketing purposes (Art. 81 of the Copyright Law). The consent is granted for an indefinite period and without territorial restrictions. The consent also includes 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, as also information on events taking place in the Park, including on the Internet and in social networks. Pursuant to Art. 81, sec. 2, point 2 of the Copyright Law dissemination of the image of a person constituting only a detail of an entirety such as gathering, landscape, public party does not require a permit.
39. The Owner of the Amusement Park, its management, personnel, service and security staff supervise compliance with the provisions of these Regulations, as also the rules of use, referred to in point 12. Persons staying in the Amusement Park are absolutely obliged to comply with the recommendations of the above mentioned persons aimed at ensuring safety and order within the premises of the Amusement Park. The Owner of the Park may waive a prohibition, in respect of a specific person to bring specific items or perform a specific activity while maintaining security conditions if it is justified by prior agreement with the owner of the Amusement Park in writing.



40. Amusement Park shall not be liable for damage caused by force majeure, forces of nature, weather conditions, the sole fault of the aggrieved party or a third party.
41. Amusement Park shall not be liable for interruptions in the supply of electricity, gas, water or other utilities, as also for any related inconveniences which are caused by no acts or omission of the Amusement Park.
42. Amusement Park shall exercise due care to make all devices/attractions available to Guests of the Park on a given day of their use. Any interruptions in the operation of individual devices may be caused by the need to take action to ensure correct and safe use of the devices/attractions in the Amusement Park or by factors outside the control of the Park (e.g. weather conditions during which the use of a given type of device/attraction may be dangerous for the users), however, other attractions/devices, whose correct and safe operation is not dependent on the above-described circumstances, shall remain at the disposal of the Park Guests.
43. Amusement Park reserves the right to amend these Regulations at any time if it deems it necessary or required to improve the provision if the services to Guests of the Amusement Park, whereas such amendments will refer to contracts concluded upon entry into force of the amended Regulations.
44. Only in case of individual tickets discounts related to the Large Family Card (Karta Dużej Rodziny) or a FunPass discount card can be availed of upon their presentation (in case of an annual passes, group tickets, discount tickets there is no possibility to avail of such entitlements).
45. Regulations related to personal data are governed by the Privacy Policy of the Amusement Park.
46. These Regulations enter into force on 2 March 2020 and apply to contracts concluded as of the aforementioned moment.