



Bylaws of online ticket sales to the Energylandia Family Amusement Park in Zator (tickets in the paper or electronic form) as well as tickets for Festivals organised on the premises of the Energylandia Family Amusement Park in Zator.

I Glossary

1. Client (Service Recipient) - an individual (including the Consumer) who is at least 13 years old, however, in case of not reaching the age of majority, the consent of his/her legal representative is required, as well as a legal person and an organizational unit which is not a legal person to which the Act grants legal capacity and which uses the service provided electronically by the Service Provider.
2. Seller (Service Provider) - a company named ENERGY 2000 sp. z o.o. Energylandia sp. k. with its registered offices in Przytkowice, under the following address: Przytkowice 532 A, 34-141 Przytkowice, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, XII Economic Department of the National Court Register under KRS number: 0000605098, NIP: 551 173 57 68, e-mail address: biuro@energylandia.pl, tel.: tel. +48 (33)486 15 00.
3. Consumer – an individual performing with the undertaking (Seller) a legal action not directly related to its business or professional activity.
4. Amusement Park – ENERGYLANDIA Family Amusement Park in Zator.
5. Festival – an event of entertainment, cultural, or leisure nature, organised on the premises of the Amusement Park on specified dates.
6. Electronic ticket (Ticket):
 - a) in case of purchasing an entry ticket to the Amusement Park: a confirmation of concluding an agreement to enter the Amusement Park with the Seller, authorising entry to the Park on the date specified on the Electronic Ticket, and giving the possibility to use the infrastructure of the Park - from the attractions/equipment located there, paid services provided (goods sold) on the premises of the Park (restaurant services/goods sale) while staying on its premises, within the times of the Park's opening (hereinafter known as: entry to the Amusement Park). An electronic ticket entitles you to a one-time access to the Amusement Park, unless stated otherwise. In case of absence of information on the Ticket specifying the number of people who can enter the Park at one time, the Ticket authorises only one person to use a given type of a Ticket. When ordering tickets in paper form (gift tickets), appropriate Bylaws provisions apply, as in the case of electronic tickets, however, in the event of ordering paper tickets, the Client is obliged to cover the cost of delivery of such tickets;
 - b) in case of purchasing an entry ticket to a Festival: a confirmation of concluding an agreement with the Seller to obtain access to a Festival selected by the Client, authorising entry to a specified Festival on the date stated on the Ticket. Tickets with the option "+ Park" marked on them additionally offer the possibility to access the Amusement Park and using its infrastructure on the date stated on the Ticket (i.e. only on the day of the Festival the Ticket was purchased for). Electronic tickets authorise one-time access of one person onto the Festival premises, unless stated otherwise on the Ticket.
7. Order – a declaration of will of the Client, aiming directly at concluding a remote agreement via the Sales Panel, specifying the type and number of electronic Tickets.
8. Sales Panel – a system of information devices and software working together to facilitate the delivery of services via the Internet, and the remote conclusion of an agreement with the Seller in the Internet Service.
9. Service – a network of associated websites within the www.energylandia.pl domain, through which the Seller delivers services online, and the Client may use them.

II General provisions

1. These Bylaws set the rules of online services delivery as well as the rules and procedure of concluding remote agreements with the Seller: the sales of electronic Tickets to the Amusement Park or to Festivals.
2. Electronic Tickets constitute proof of purchase.
3. Giving your consent to the application of these Bylaws by marking the appropriate checkbox during activities aimed at concluding the agreement is tantamount to full acceptance of the terms of these Bylaws.
4. Information provided online at www.energylandia.pl, in particular advertisements, commercials, price lists and other information constitute an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.
5. The Customer is obliged to pay the price for the purchased electronic Ticket, in case of ordering several tickets, the prices of individual Tickets are summed up. The total price is given in the order form that the Customer filled out. Upon selecting the method of payment and delivery, the Customer shall be informed of the total price for the order, including any costs of delivery (a summary), before the order is confirmed.
6. The Seller informs that the entry Tickets can also be purchased at the Park ticket office in accordance with the current price list, however some promotions, and preferential pricing (pre-sale) which apply to electronic Tickets are only available by concluding a remote



agreement via the Sales Panel. Certain types of entry Tickets are only available for purchase at the Amusement Park's ticket offices.

7. The Customer may communicate with the Seller via the following e-mail address: biuro@energylandia.pl
8. The Seller fulfils the service towards the Customer allowing him/her to exercise his/her rights - entry to the Amusement Park or to a specific Festival, on the date indicated on the electronic Ticket and under the conditions specified in the Bylaws accepted by the Customer.
9. The Seller does not use the code of good practices as set forth in the Act on counteracting dishonest market practices.
10. The fees for connecting with the customer service office of the Seller/Service Provider, as specified in Chapter I pt. 2 are as follows:
 - a) from landline phones – fee as for a local call;
 - b) from mobile phones – fee in accordance with the pricelist of the mobile network operator.
11. The Service Provider provides services electronically in accordance with the regulations. These Bylaws are regulations within the meaning of Article 8 of the Act of 18 July 2002 on the provision of services by electronic means.
12. The Bylaws are made available free-of-charge via the Service that makes it possible to obtain, re-create, and memorize the content of the Bylaws.

III Conclusion of agreements to purchase of electronic tickets

1. The Customer may conclude the agreement in Polish, through placing an order for an electronic Ticket via an order form available in the Sales Panel at <http://ticket.energylandia.pl>, and making payment for the order within the time specified in pt. 5 below.
2. To make an order select a Ticket or electronic Tickets available in the Sales Panel, specify their number and go to "Checkout", as well as accept these Bylaws, the Bylaws for Guests of the Family Amusement Park in Zator, Festival Policies, if the order involves a Festival Ticket, and confirm reading the Privacy Policy, completing the technical actions based on the messages and information showing on the screen.
3. The total value of the order and final price can be found in the payment summary, in the "Total" field, and can be seen before the final confirmation of the order by the Client.
4. After clicking the "Pay now" button, or an equivalent, the Client shall be redirected to our online payment system in order to make payment for the order. At the same time, upon submitting the order, the Client shall receive an email confirming the Ticket reservation with the date to make the order payment by.
5. At the time of redirecting to the online payment system, the Client has, as a rule, 20 minutes to complete the order payment. The Client who makes the payment within this period concludes a sales agreement, as a result of which, in the message confirming the payment, he will receive an electronic Ticket, unless he has chosen a ticket in paper form - in such a case the ticket will be sent to the address indicated by the Client. In the event of failure to make payment by the time indicated, the Client shall receive a message that the order has been cancelled, and to Tickets ordered are returned to the pool of available Tickets; in such case the new order form needs to be filled out to order the tickets again.
6. Orders may be submitted 24 hours a day, any day of the year.
7. Incorrect completion of the form results in a message asking for the correct data. The Client may contact the Seller to correct the data via email at biuro@energylandia.pl.
8. Ticket prices are given in Polish zloty (PLN). The Seller lists the gross price. The gross price includes all constituents, including the VAT tax.
9. Information about the availability of Tickets is provided each time a given Ticket is listed in the Sales Panel.
10. To make order processing possible, the Client is obliged to provide all essential information, marked as required fields in the Sales Panel. The required fields are marked with an asterisk.

IV Payment method and due date

1. The order should be paid for via the online payment system available in the Sales Panel - as a rule - within 20 minutes from the moment of clicking on the "Pay now" button or equivalent designation. There may be different online payment systems available in the Sales Panel - with the Buyer choosing which online payment system he will use.
2. Please prepare all essential data for the transfer in order to facilitate the completion of the order payment.
3. Online payments are operated by, among others, Paylane sp. z o.o., with registered offices in Gdańsk, at ul. Norwida 3, post code: 80-280, KRS: 0000227278.

Park Rozrywki Energylandia Aleja 3 Maja 2, 32-640 Zator +48 (33) 486 15 00 info@energylandia.pl

ENERGY 2000 SP. Z O.O. ENERGYLANDIA SP.K. Przytkowice 532 A, 34-141 Przytkowice, NIP: 5511735768



V Costs of delivery

Due to the nature of the Seller's services, electronic Tickets are sent electronically, and the Client is not responsible for delivery costs. In the case of paper tickets (gift tickets), the Client shall be responsible for the costs of delivery, provided at the time of the order.

VI VAT invoices

At the Client's request, VAT invoices may be issued, within the timelines set by the law, upon contacting the Customer Service Office of the Amusement Park.

VII Complaints

1. The Customer has the right to file a complaint.
2. Complaints shall be filed with the Customer Service Office by sending an email to: biuro@energylandia.pl or by traditional mail, by sending a letter to: al. 3-go maja, 32-640 Zator, with the note "complaint".
3. In the complaint, the Customer should provide such data as: name and surname, order number and the description of the subject of the complaint.
4. The information of the complaint resolution shall be forwarded to the Claimant, in the same manner as it was filed. If the complaint is accepted, the Seller will satisfy the Claimant's claim in accordance with his rights.
5. Complaints shall be processed by the Seller within 30 days from the date of filing.
6. Each complaint shall be considered in accordance with the law.
7. The above provision shall apply mutatis mutandis in the case of complaints about services provided by electronic means.

VIII Termination of the Agreement

The Seller informs that in case of ordering an electronic Ticket entitling to enter the Amusement Park or the Festival - within the specified period of time that will be marked on the Ticket, the right to withdraw from the contract concluded in this way, according to Article 38 point 12 of the Act of 30 May 2014 on Consumer Rights, is not allowed to the Customer.

IX Types and scope of services delivered electronically

1. The Service Provider provides the following services through the Internet Service: a service that allows you to read the information contained on the websites in the Sales Panel in the domain www.energylandia.pl (use of websites); service enabling the conclusion of an on-line (remote) agreement by ordering a Ticket or electronic Tickets to the Amusement Park by the Customer, service of sending the Ticket or electronic Tickets to the e-mail address provided by the Customer.
2. The Client may use the services available through the Internet Service, subject to the completion of the technical conditions of the information and communication system referred to in Chapter X below.

X Conditions for the provision of electronic services

1. Proper use of the services is subject to the possession of the ICT system meeting the minimum technical requirements by Service Recipients:
 - a) Internet accessible;
 - b) with Mozilla Firefox 4.0 or newer, Internet Explorer 8 or newer, Chrome 5 or newer, Safari 5 or newer, or another compatible browser installed;
 - c) with JavaScript enabled;
 - d) possessing a current, functioning and properly configured email account;
2. Cookie installation is a condition to use the services. Detailed information on , you must be able to install cookies. Detailed information on cookie files used by the Internet System, including service delivery, is available in the System Privacy Policy at energylandia.pl, and information on using the cookie files of Service Providers may be accessed in the policies tab on www.energylandia.pl.
3. It is prohibited for the Service Recipients to provide content of an illegal nature.
4. The Service Provider provides access to up-to-date information on the specific risks associated with the use of an electronically supplied service; functions and purposes of the software, or data that are not part of the content of the service, entered into the ICT system, used by the Service Provider, at the Service Recipient's request, transferred electronically to the Service Recipient's email address.

XI Rules for the provision of services by electronic means and conditions for conclusion and termination of agreements for the provision of services by electronic means

1. The Client's commencement of the use of the services covered by these Bylaws is tantamount to the conclusion of an Agreement for the provision of electronic services available through the Service without the need to draw up a separate agreement. If the User terminates the use of the Services made available through the Service, the Agreement for the provision of services by electronic means is automatically terminated, without the need to make any additional declarations, at the moment of leaving the Service, with the exception of the service of mailing a Ticket or electronic Tickets, which is terminated upon sending the Ticket(s) to the email address indicated by the Service Recipient.
2. The possibility of using the Services: the service enabling the conclusion of an on-line (distance) contract by ordering a Ticket or Electronic Tickets by the Service Recipient, the service of sending the Ticket or Electronic Tickets to the e-mail address provided by the Service Recipient, referred to in Chapter X of the Terms and Conditions above, is subject to ordering an Electronic Ticket, according to the rules described in Chapter III.
3. The service of sending the Ticket or Electronic Tickets to the e-mail address provided by the Service Recipient takes place after the conclusion of the contract of sale of the Ticket or Electronic Tickets. The service enabling the conclusion of an on-line (distance) contract by ordering a Ticket or Electronic Tickets to the Park can be started and ended at any time by the Service Recipient.
4. Possibility to use the service free of charge: the service enabling getting acquainted with the information contained on the websites in the Sales Panel in the domain www.energylandia.pl (use of the websites) is performed each time at the individual request of the Service Recipient. The Service Recipient can start and stop using the service at any time. Exiting the website in the domain www.energylandia.pl means resignation from providing the service in question by the Service Provider to the Service Recipient.

XII Personal data protection

1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") data obtained in connection with activities related to the provision of services by electronic means or the conclusion of a remote agreement through the Service, are processed by the Seller who is the Administrator of such data (details on the Seller have been provided in Chapter I).
2. Personal data obtained in connection with the remote conclusion of an agreement as well as in the process of its execution, and within the scope of the services provided by the Service electronically, are processed in accordance with Article 6 item 1(a)(b)(c), and(f) of the GDPR, respectively for the purposes of:
 - a) to conclude a remote agreement (including an agreement with a specific content); to perform the agreement; to contact the Customer in connection with the offer submitted by him or the performance of the agreement, or to solve technical problems related to the order; in order to use the functionality of the Service(Art. 6 item 1(b) GDPR);
 - b) in order to fulfil legal obligations arising from generally applicable regulations and binding on the Seller: including for the purposes of accounting, tax, including issuing an invoice; complaints; to provide information at the request of a state authority under specific legislation, e.g. police, prosecutor's office, court (Art. 6 item 1 lit(c) GDPR);
 - c) due to the legitimate interest of the Service Provider in the following objectives as appropriate:

for the control and verification of rights, for the prevention of fraud (including reporting such incidents to the police or the public prosecutor's office); for the possible identification, investigation or defence of data subjects' claims; for analytical purposes; to offer products and services of the Service Provider directly to the Service Recipients (marketing or to offer directly products and services (marketing) of companies cooperating with the Service Provider without the use of electronic means of communication (a legitimate aim is to conduct marketing activities promoting the business or other entities); to offer products and services of the Service Provider directly to the Service Recipients (marketing or to offer directly products and services (marketing) of companies cooperating with the Administrator using electronic means of communication - where such activities, due to other applicable regulations, in particular the Telecommunications Law and the Act on Provision of Electronic Services, are conducted only on the basis of appropriate consents, if such consents have been collected; to ensure security and prevent abuse and fraud; to organise promotional campaigns, promotional programmes and campaigns in which the Service Recipients may take part; in order to handle requests made using the contact form, other requests, including ensuring accountability (for the legitimate purpose of replying to requests and enquiries made using the contact form or in any other form (e.g. e-mail inquiries), including the record-keeping of such requests and responses in order to maintain the principle of accountability) (Art. 6 item 1(f) GDPR);
 - d) transmission of commercial information (free of charge newsletter subscription) - on the basis of the consent given (Art. 6 item 1(a) GDPR).
3. Personal data are processed with appropriate security measures that meet the following requirements the requirements of Polish law, including the GDPR, including taking into account the principles resulting from Article 5 of the GDPR, i.e. the principles of: reliability and transparency, purpose limitation, lawfulness, data minimisation, accuracy, storage limitation as well as integrity and confidentiality.
4. Depending on the scope and purposes of the data being processed, it may be transferred, on the basis specified by law, to other entities who will perform the processing, within the scope of particular processing purpose, respectively (data recipients):

- a) in the event of performing by the Administrator services, or delivery (sale) of items other than electronically, but in the manner of a remote agreement, entities conducting postal or courier services, if the subject of the agreement shall be sent in a traditional manner; to entities supporting the Administrator in the activities performed, at his request, in order to fulfil the agreement;
- b) for the purposes of processing payments for the order, to the banks or other entities operating electronic payment systems, available at the time of order placement (within the scope necessary to perform order payment services).
- c) legal aid providers - for the exercise of powers provided for by law, securing rights and asserting claims from the contract and handling complaints;
- d) accounting assistance providers - to fulfil accounting and tax obligations;
- e) in any case, to state authorities or other entities entitled under the law to perform the Administrator's obligations imposed by the law, e.g. the police, public prosecutor's office, tax office;
- f) marketing services providers - to support the Administrator in the promotion of goods, organisation of promotional actions, loyalty programs and campaigns;
- g) operators of information and communication systems and providers of IT services - with respect to maintaining the correct operation of the system, its updates, repairs, and introduction or improvement of its functionality;
- h) entities supporting the Administrator's activities at his request, including suppliers of external systems - to support, improve or develop the Administrator's activities, if personal data is processed for a specific purpose, taking into account what functionalities are (were) available as part of the Service, with respect to the rules concerning data processing, as specified by the GDPR as well as the period that the particular data may be stored for. Data is subject to being made available to external parties only under the terms and within the limits allowed by law.

5. The Service Provider shall properly distinguish and mark the personal data, the provision of which is necessary due to the appropriateness of a contract with a specific content or method of its execution. The refusal to provide the data marked in the manner specified above shall result in the Service Provider's refusal to provide the service in question or the inability to effectively submit an offer to conclude a remote agreement with a specific content. In the remaining scope, failure to provide data (or individual data) may hinder or prevent proper performance of other functionalities or services available on the Service. Providing personal data is voluntary, but within the scope specified in the previous sentence, it is necessary for the performance of the agreement/order fulfilment.

6. Personal data shall be stored for a period no longer than is necessary for the purposes described above - including the proper functioning of the Administrator's business, taking into account the statute of limitations for claims and the period justified by the need to store accounting records in accordance with the provisions of law obliging the Administrator to store documents (taking into account the statute of limitations for tax liabilities), while maintaining the principle of accountability. Pursuant to Article 118 of the Civil Code: "Unless otherwise specified in a special provision, the period of limitation shall be six years, and for claims for periodic benefits and claims relating to business activity, three years. However, the limitation period shall end on the last day of the calendar year, unless the limitation period is less than two years." For data processed on the basis of the consent granted, however, they will be stored until the withdrawal of consent; in turn, if the data are processed on the basis of a legally justified purpose of the Administrator - until an objection is made (or an equivalent statement to that effect), unless the law entitles the Administrator to further process such personal data despite such an objection.

7. The Administrator informs that he has appointed a Data Protection Supervisor, who can be contacted by writing to the following email address: iod@energylandia.pl, or to the address for correspondence of the Data Protection Supervisor: IOD ENERGYLANDIA – al. Płk. Beliny Prażmowskiego 69/4, 31-514 Kraków. Data subjects may contact the Supervisor in all matters relating to the processing of their personal data and the exercise of their rights under the GDPR.

8. The service provider shall also inform the individual to whom the data relate of the following:

- a) the right to demand from the Administrator access to personal data concerning the individual to whom the data relate to, and the right to their correction, removal, or restriction of processing, or the right to object to processing, as well as the right to data portability – as long as the provisions of law in such case do not restrict these rights; as well as the right to file a complaint to a supervisory authority – The President of the Office for Personal Data Protection.
- b) that in cases where the processing is based on a declaration of consent (legal basis: Article 6(1)(a) respectively), the person giving consent has the right to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent granted before withdrawal;
- c) That at the end of the storage period, and in compliance with the provisions of law, the personal data shall be deleted.

9. The service provider also informs the person to whom the data relate that as part of the Service, there may be placed external links enabling direct access to other websites (or logging into the service) or when using this service on the recipient's device cookies from other entities may be placed in addition, in particular from suppliers such as: Facebook, Instagram, or services facilitating online payment processing in order to allow using the functionality of the service integration with those services. All of those providers shall determine the rules of using cookies in its privacy policy, therefore, the Administrator informs that it has no influence on the privacy policy and use of cookies conducted by these providers. For security reasons, it is recommended that before using the functionalities/services offered by other websites or services, each Service Recipient reads the regulations concerning the privacy policy and use of cookies of these entities, if they have been made available, and in the absence thereof, he shall contact the administrator of those sites or services in order to obtain information in this regard.

10. Administrator shall not take a decision in an automatic manner as specified by the GDPR.

XIII Disputes

1. Solving of any possible disputes arising from or related to: the provision of services by electronic means by the Service Provider/Seller on the basis of these Bylaws arising between the Service Provider/Seller and the Customer/Client who is not a Consumer; or with an agreement concluded remotely between the aforementioned Parties shall be submitted to the court having territorial jurisdiction over the city of Cracow.
2. In the case of disputes involving the Consumer, there is a possibility of using out-of-court methods of claim resolution and redress. In such a situation, the Consumer may request the intervention of an ombudsman or use mediation (provided that the Seller agrees to the mediation). Access to these procedures is described in the Code of Civil Procedure and the Law on Competition and Consumer Protection. Details on methods and access to out-of-court dispute resolution can also be found on the website of the Office of Competition and Consumer Protection at the address: http://www.uokik.gov.pl/spory_konsumenckie.php. The Seller also informs that an online dispute resolution platform for disputes between consumers and traders at EU level (ODR platform) is available at: <https://ec.europa.eu/consumers/odr> - in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013.

XIV Final provisions

1. Rendering individual provisions of these Bylaws invalid or ineffective in a manner prescribed by law shall not affect the validity or effectiveness of the other provisions of these Bylaws. The invalid provision shall be replaced by the rule which is closest to the purpose of the invalid provision and the entirety of these Bylaws.
2. In matters not covered by these Bylaws, the provisions in force on the territory of the Republic of Poland, and in particular the Civil Code, the Act on the Provision of Electronic Services, and the Act on Consumer Rights shall apply.
3. The Seller / Service Provider reserves the right to amend these Bylaws on the terms specified in the following sentences. Amendments to the Bylaws shall be effective from the moment they are clearly indicated and placed on the website of Energylandia. The previous Bylaws (in force at the time of conclusion of the agreement) shall apply to agreements concluded prior to the amendment of the Bylaws - therefore the amended Bylaws shall not apply to agreements which were concluded earlier.
4. Any and all information, data and materials shared in the Online Service (including, but not limited to, names, logotypes, Pricelist, as well as graphics, colours and layout of the website) and all other intangible property rights related to the content of the Online Service, including, but not limited to, works, and rights to trademarks, belong to the Service Provider or entities with which the Service Provider has concluded relevant agreements and are protected by rights copyright, trademark rights, database rights or other intellectual property rights.
5. The Bylaws shall enter into force on 4 April 2019.

These Bylaws are subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2017 item 880 i. e. 05.05.2017). Without the author's consent it is forbidden, among other things, to duplicate, copy, reprint, store and process the content using any electronic means, both in full and in part.