

Regulations for the sale of services

Regulations - version 4.0 - effective from 1 August 2019.

Preliminary Provisions

1. These regulations set out the rules for the provision of electronic services as well as the rules and procedure for concluding distance contracts with the Seller - the sale of Guest Passes/Tickets. The Regulations specify in particular the rights and obligations of the Parties as well as the complaint procedure.
2. These Regulations are the regulations referred to in Article 8(1)(1) of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2017, item 1219 of 24 June 2017, including later amendments).
3. The Regulations are available free of charge via the website, which allows to obtain, reproduce, record and print the content of the Regulations.

§1. Definitions

1. Customer - a natural person (including a Consumer) who is at least 13 years of age, however, if they have not reached the age of maturity, the consent of their legal representative is required, as well as a legal person and an organizational unit which is not a legal person, which is granted legal capacity by law and who uses the service provided electronically by the Seller.
2. Consumer - a natural person performing with the entrepreneur (Seller) a legal action not related directly to its business or professional activity.
3. Seller - an entity selling the option of using a service at a service facility. Registration data and contact data with the Seller are visible in the Sales Panel, just under the key concluding the order.
4. Guest Pass/Ticket - confirmation of the contract for the use of the service (e.g. admission to the water park, admission to attractions, admission to the museum, fitness pass, admission to the workshop, taking advantage of the trip, cosmetic service, etc.) concluded with the Seller for a specific or specified on the Guest Pass/Ticket time, hours and dates of opening the service facility and, if it is clearly indicated during the purchase and on the Guest Pass/Ticket, following prior reservation of the date. In the case of absence of information on the Guest Pass/Ticket regarding the number of people who can use the services at one time, the Guest Pass/Ticket authorizes the use of services by one person.
5. Order - Customer's declaration of intent, aimed directly at the conclusion of a distance contract through the Sales Panel, specifying the type and number of Guest Passes/Tickets.
6. Online payment system - Blue Media S.A. with its registered office in Sopot at ul. Powstańców Warszawy 6, registered at the Gdańsk-Północ District Court in Gdańsk, VIII Commercial Department of the National Court Register under the number 0000320590, with share capital in the amount of PLN 2,000,000 (fully paid up), NIP (Tax Identification Number): 585-13-51-185; entered in the register of payment service providers under the number IP17/2013.
7. Sales Panel – an assembly of cooperating IT devices and software, enabling the provision of electronic services and conclusion of a distance contract with the Seller, located on the Seller's website.

§2. Type, scope and conditions for the provision of electronically supplied services

1. The seller provides the following services using the Sales Panel:
 - service enabling familiarization with the Seller's offer
 - service enabling the conclusion of an on-line contract (at a distance) by ordering an Guest Pass/Ticket by the Customer
 - service of sending a Guest Pass/Ticket to the e-mail address provided by the Customer.
2. The technical requirements for using the services available through the Sales Panel are as follows: Internet connection, Internet browser enabling displaying on the screen of the Client's device hypertext documents shared on the Internet with enabled Java Script: Google Chrome/Google Chrome Mobile version 63 or later, Mozilla Firefox version 52 or later, Opera version 58 or later and Internet Explorer version 11 or later or other compatible browser; having a valid, active correctly configured e-mail account.

§3. Rules for the provision of electronically supplied services and the conditions for the conclusion and termination of contracts for the provision of electronically supplied services

1. The Customer's commencement of using the services covered by the Regulations is tantamount to concluding a contract for the provision of electronically provided services available through the Sales Panel without the need to draw up a separate contract. In the event of the Customer terminating the use of services made available through the Sales Panel, the contract for the provision of electronically provided services shall be automatically terminated without the need to submit additional statements upon leaving the Sales Panel, with the exception of the service of sending the Guest Pass/Ticket to the e-mail address, which shall be terminated after sending the Guest Pass/Ticket to the e-mail address provided by the Customer.
2. Possibility of using services: a service enabling the conclusion of an on-line agreement (at a distance) by the Customer ordering a Guest Pass/Ticket, a service encompassing the sending of a Guest Pass/Ticket to the e-mail address provided by the Customer depends on placing an order for the Guest Pass/Ticket in compliance with the rules as described in chapter 4.
3. The service encompassing sending a Guest Pass/Ticket to the e-mail address provided by the Customer takes place after the conclusion of the Guest Pass/Ticket sale contract. The service enabling the conclusion of an on-line contract (at a distance) by ordering a Guest Pass/Ticket may be initiated and concluded at any time by the Customer.
4. Possibility of using the free-of-charge service: the service enabling familiarization with the Seller's offer is always performed at the individual request of the Customer. The Customer may at any time start and stop using the service. Exiting the website where the Sales Panel is located means that the Seller resigns from rendering the service in question to the Customer.

§4. Conclusion of purchase contracts and payment method

1. In order to place an order, select the Guest Pass/Ticket or Guest Passes/Tickets available in the Sales Panel, specify their quantity, select any, if such, additional parameters required in the form, accept hereto Regulations, Privacy Policy and Facility

Regulations, taking further technical actions based on the supplied information and/or messages appearing on the website. In order to complete the order, the Customer is required to provide all the necessary data to enable their implementation, which are indicated in the Sales Panel as required.

2. The total value of the order and the final price of the order is presented in the payment summary that will appear on the screen before clicking the final approval of the order by the Customer.
3. After clicking the "Go to payment " button, the Customer will be directed to the online payment system to execute payment for the order. The Customer makes payments via the online payment system and to execute said payment must accept the provisions of the online payment system regulations.
4. The entity providing online payment service is the Online Payment System. Fast internet transfers and payment methods are available for the following payment cards:
 - Visa
 - Visa Electron
 - MasterCard
 - MasterCard Electronic
 - Maestro
5. When the Customer is redirected to the online payment system, he/she has 30 minutes to initiate payment for the Order and 3 hours to successfully execute the payment and record it by the Online Payment System. If the Online Payment System does not record payment by that time, the said services return to the pool of available services, and if payment arrives after this time, it will be automatically returned to the Customer. To re-order a Guest Pass/Ticket, complete the order form again and complete the payment.
6. The Customer who will make the payment within the period as specified in paragraph 5, concludes a sales contract, as a result of which, in the confirmation message, the Guest Pass/Ticket will be sent to the e-mail address provided in the Sales Panel form.
7. The Guest Pass/Ticket is proof of purchase.
8. The Customer is obliged to pay the price for the purchased Guest Pass/Ticket, in the case of ordering several Guest Passes/Tickets, the prices of individual Guest Passes/Tickets are added together. The total price is given in the order form completed by the Customer. After the Customer chooses the payment method and delivery, he will be informed of the total price of the order, including any delivery costs (summary), before confirming the order.
9. Ticket prices are given in Polish zlotys. The Seller informs the Customer of the gross price. The gross price includes all components, including VAT.
10. The Seller fulfils its obligations towards the Customer enabling him to exercise his rights - use the service on the date and in compliance with the conditions specified during the purchase and on the Guest Pass/Ticket, as well as according to the Facility Regulations, provided that these Facility Regulations were indicated during the purchase.
11. The Customer may report to the Seller data for correction which was incorrectly provided in the form by sending an e-mail to the address shown in the footer of the Sales Panel.
12. The Customer may communicate with the Seller via the addresses shown in the footer of the Sales Panel.
13. The Seller is not responsible for providing incorrect or untrue data by the Customer.

§5. Rescission of contract

1. In the case of Guest Passes/Tickets, for which a specific day or period of service is marked and which relate to contracts for the provision of accommodation services,

other than for residential purposes, the carriage of goods, car rental, gastronomy, leisure services, entertainment, sporting or cultural events, if the contract indicates the day or period of service provision, the Buyer shall not be entitled to withdraw from the distance contract and payment refund. This is laid down in Article 38(12) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827).

2. If point 1 shall not apply and if:
 - a. the Guest Pass/Ticket has not been used by the Customer
 - b. the date of the Guest Pass/Ticket has not expired

the Customer, within the period of 14 days of purchasing the Guest Pass/Ticket, may withdraw from the contract without giving reason, following notification in writing to the e-mail address as shown in the footer of the Sales Panel. The application should contain the Guest Pass/Ticket which is the subject of return.

3. If a refund is possible, the Customer shall be reimbursed immediately, no later than within 14 days from the date of receipt of the declaration of withdrawal from the contract, by electronic means using the same method of payment that the Customer used to purchase the Guest Pass/Ticket.
4. The Seller has the right to terminate the contract, stating an important reason. For this purpose, he will immediately inform the Customer in writing about the fact via the e-mail address which was used to purchase the Guest Pass/Ticket and will propose an exchange for an equivalent service or a refund. Unless the Customer agrees to the exchange, the Seller shall return within the period up to 7 days after informing the Customer of the termination of the contract, all payments made by him regarding the Guest Pass/Ticket to which the contract relates.

§ 6. Complaints

1. The Customer has the right to lodge a complaint regarding breach of contract with the Seller. The Customer shall immediately notify the Seller of such an occurrence in writing to the Seller's address or via an e-mail message sent to the e-mail address visible in the footer of the Sales Panel. The notification shall include the Guest Pass/Ticket to which the complaint relates. The complaint should be accompanied by a description of the situation.
2. All complaints should be submitted immediately after relevant grounds for its submission arise.
3. Each and every written will to file a complaint will be considered within 14 days of delivery.
4. The above provision shall apply mutatis mutandis in the event of a complaint regarding the service provided by electronic means.

§ 7. Regulations related to the activities of the Seller, i.e. the Bochnia Salt Mine Sp. z o.o. in Bochnia.

1. In the scope of services of broadly understood visiting of the Salt Mine in Bochnia, the Seller is the company: Salt Mine Bochnia Sp. z o.o. in Bochnia, ul. Campi 15, 32-700 Bochnia, registered in the National Court Register under the number 0000478929, NIP (Tax Identification Number) 8680000485, website www.kopalnia-bochnia.pl

2. Regardless of the content of hereto Regulations, while visiting or taking advantage of other services in the Mine purchased by the Contractor, the following apply: **RULES OF CONDUCT IN THE BOCHNIA SALT MINE, RULES FOR THE USE OF UNDERGROUND CROSSING**

BY BOAT IN CHAMBER 81, **RULES FOR USING THE UNDERGROUND SLIDE, RULES FOR THE USE OF UNDERGROUND RAILWAYS.** Acceptance of the above regulations allows you to purchase a ticket for the partner's services. The content of the above regulations is presented in the tab. To purchase a ticket you have to confirm reading and accepting said rules.

3. The Seller indicates that some of the services offered by him are not adapted for disabled persons or persons with reduced mobility. The rules of their participation in the services provided by the partner result from the regulations as indicated in paragraph 2. Restrictions in this respect are also clearly indicated in the ticket purchase process.

4. The Seller indicates that he has not implemented the Code of Good Practice within the meaning of Article 2(5) of the Act dated 23 August 2007 on counteracting unfair market practices. (Journal of Laws 2017, item 2070 **i.e.??**).

5. The nature of the services provided by the partner described in paragraph 1 hereto means that the Customer is not entitled to withdraw from the contract (Article 38(12) of the Act dated 30 May 2014 on consumer rights (Journal of Laws 2014, item 827).

§ 7. Disputes

1. Settlement of any disputes arising or related to: the provision of electronically supplied services by the Seller under hereto Regulations arising between the Seller and the Customer who is not a Consumer; or an agreement concluded between the abovementioned Parties shall be subject to the court of competent jurisdiction for the Seller.
2. In the event of disputes involving the Consumer, there is the possibility of using out-of-court complaint consideration and redress methods. The Consumer may request the intervention of an ombudsman or take advantage of mediation (provided that the mediation is accepted by the Seller). Access to the abovementioned procedures is described in the Polish Code of Civil Procedure and the Act on competition and consumer protection. The Seller hereby informs that on the basis of Regulation (EU) No. 524/2013 of the European Parliament and of the Council dated 21 May 2013 at <https://ec.europa.eu/consumers/odr/> a platform is accessible for online dispute resolution between consumers and businesses at EU level (ODR platform).

§8. Final Provisions

1. Recognition of individual provisions of hereto Regulations in a manner prescribed by law as invalid or ineffective shall not affect the validity or effectiveness of the remaining provisions of the Regulations. In place of the invalid provision, the rule that is closest to the purposes of the invalid provision of these Regulations will be applied.
2. In matters not covered by hereto Regulations, the provisions in force in the territory of the Republic of Poland shall apply, in particular the Civil Code, the Act on the Provision of Electronically Provided Services and the Act on Consumer Rights.
3. The Seller reserves the right to amend hereto Regulations. Amendments to the Regulations apply from the moment they are indicated and placed in the Sales Panel. For contracts concluded prior to regulation amendment, the previous regulations apply (in force at the time of the conclusion of the contract, therefore the amendment to the regulations will not apply to contracts that were previously concluded).

§ 9. Privacy policy in accordance with the GDPR

1. The administrator of the **Customer's** personal data within the meaning of the mandatory legislation, regarding **Customer's** personal data is the **Seller**.

The following provisions apply, unless a link to a separate Privacy Policy is indicated in the Sales Panel.

2. Personal data, in particular name and surname, e-mail address and, if necessary, telephone number, will be processed by the Seller and properly authorized processing entities solely for the purpose of providing **services and** rendering services towards the Customer enabling him to exercise the rights arising from the implementation of the Guest Pass/Ticket, explaining the circumstances of possible use of **services** contrary to the Regulations or mandatory legislation, and considering any complaints. The subject, scope, nature of processing as well as the type of personal data and categories of data subjects and all data required by mandatory legislation are set out in Annex 1;
3. Providing data is voluntary, but necessary to provide services. The data subject has the right to control the processed data by obtaining information regarding the processing of personal data, the possibility of requesting supplementation, updating, rectification of personal data, the right to submit a written statement, requesting the cessation of data processing and deletion. For this purpose, the Customer should contact the Seller at the address provided in the Sales Panel.
4. The Seller declares that the IT systems used for the processing of personal data meet the requirements of applicable law, in particular they are protected to a high degree within the meaning of the Regulation of the Minister of the Interior and Administration dated 29 April 2004 on the documentation of personal data processing as well as technical and organizational conditions, which should correspond to devices and information systems used to process personal data, and this condition will be maintained for the duration of this Agreement.
5. If the Customer agrees, by checking the appropriate box at the time of purchase, the Seller may process the Customer's personal data for marketing purposes and send commercial information to the e-mail address. Consent to the processing of data for marketing purposes and sending commercial information may be withdrawn by sending an appropriate message to the e-mail address of the Seller.
6. The Seller shall not be liable for the consequences of providing false or incorrect data by the Customer, if despite due diligence by the Seller it will not be possible to contact the Customer.