

Terms and Conditions of the sales of paid health resort services offered by Kopalnia Soli "Wieliczka" Turystyka sp. z o.o.

§ 1

Subject Matter of these Terms and Conditions

1. The provisions of these Terms and Conditions are applicable to the sale of tickets and Services offered by Kopalnia Soli "Wieliczka" Turystyka z o.o., which is carried out:
 - a) on-line, at <https://www.kopalnia.pl/uzdrowisko>
 - b) At the Ticket Office of the Study and Sales Department located in the Regis Shaft building of the "Wieliczka" Salt Mine (pl Kościuszki 9, 32-020 Wieliczka)
2. The Tickets and Services, which are the subject of these Terms and Conditions, are provided by Kopalnia Soli "Wieliczka" Turystyka sp. z o.o. with its registered office in Wieliczka, Park Kingi 10, 32- 020 Wieliczka, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Krakow – Śródmieście district in Krakow, 12th Economic Division of the National Court Register under the number 0000030908 and tax identification number (NIP): 6831480313, REGON [National Business Registry No.]: 351197769, e-mail:sekretariat@kopalnia.pl, phone number: +48 12 278 73 75, hereinafter referred to as "KSW Turystyka".

§ 2

Definitions

- 1) **Ticket** – a document confirming the conclusion of a Contract of Sale, entitling the holder to take advantage of a specific paid Health Resort service or admission to an event organised by Kopalnia Soli Wieliczka „Turystyka” sp. z o.o.
- 2) **On-line ticket** – a ticket as described in item 1, purchased by means of the System
- 3) **Ticket Office** – a brick-and-mortar customer service point where the Buyer can make a purchase
- 4) **Consumer** – a Buyer (natural person) who enters into a Contract of Sale not directly related to their business or professional activity.
- 5) **Buyer** – a natural person, a legal person or an entity without legal personality which is granted legal capacity by law, concluding a Contract of Sale.
- 6) **Order Number** – a unique code containing information about the system number of the transaction, as well as service date and time, assigned by the System. Generating the Order Number and completing a payment for the transaction is tantamount to purchasing a Ticket.
- 7) **Organiser** – Uzdrowisko Kopalnia Soli "Wieliczka" Turystyka Sp. z o.o., a branch of Kopalnia Soli "Wieliczka" Turystyka Sp. z o.o., specified in Section 1, item 2 of these Terms and Conditions, which is a medical facility.
- 8) **System** – a computer software which enables concluding Contract of Sales on-line, available via the website at <https://www.kopalnia.pl/uzdrowisko>.
- 9) **Contract of Sale** – a contract of sale within the meaning of Article 535, Section 1 of the Act of 23 April 1964 – the Civil Code, concluded between KSW Turystyka sp. z o.o. and the

Buyer, concerning Tickets.

10) **On-line Contract of Sale** – a Contract of Sale concluded in real time via the System (via the internet), without requiring the presence of both parties in person.

§ 3

General terms of sale of Tickets

1. Tickets can be purchased online at <https://www.kopalnia.pl/uzdrowisko> and at the Ticket Office of the Study and Sales Department of Kopalnia Soli "Wieliczka" Turystyka on the premises of the Regis Shaft, Plac Kościuszki 9, 32-020 Wieliczka.
2. The types of Tickets available are set out in Appendix 1 to these Terms and Conditions.
3. Purchasing a Ticket for any of the services specified in Appendix 1 to these Terms and Conditions is tantamount to the acceptance of the Terms and Conditions of Stays in Health Resort Workings of the "Wieliczka" Salt Mine, which is available at www.kopalnia.pl, as well as the commitment of the Buyer to present the aforementioned Terms and Conditions to all the persons, for whom the Tickets have been purchased.
4. When purchasing a Ticket, the Buyer chooses a specific date and time for the start of the service, specifies the number of persons and indicates the language in which the service is to be provided, if it is required for the service in question.
5. In the case of purchasing a non-standard Ticket, the Organiser reserves the right to request the Buyer to produce a document that confirms their entitlement to a discount, in particular the Large Family Card or a relevant ID card. Verification may take place in particular at the Ticket Office of the Study and Sales Department or immediately prior to the start of the service. If the Buyer is unable or refuses to produce such a document, the Organiser has the right to refuse to provide the service, or to make the provision of the service conditional upon the payment of the price difference between the purchased Ticket and the Standard Ticket. The price needs to be paid on the day of the service, at the Ticket Office of the Study and Sales Department.
6. The Contract of Sale is concluded upon making the payment for the Tickets. The price for the Tickets can be paid at the Ticket Office of the Study and Sales Department in cash (only the Polish zloty is accepted) or by credit/debit card.

§ 4

Terms and Conditions for on-line Ticket sales

1. On-line sale of Tickets for commercial services of the Health Resort provided by "Kopalnia Soli Wieliczka" Turystyka sp. z o.o. is carried out in the System available at <https://www.kopalnia.pl/uzdrowisko>
2. The Buyer may purchase their Tickets on-line only after accepting the Terms and Conditions of the provision of services by electronic means, the Terms and Conditions of Stays in Health Resort Workings of the "Wieliczka" Salt Mine and these Terms and Conditions.
3. The Buyer may purchase an on-line Ticket for paid Health Resort services for a specific time on a specific date, available no earlier than 180 days prior to the date, but no later than the end of the relevant calendar year, and no later than:
 - a) Until 1:00 p.m. on the day of the start of the Healthy Sleep activity – in the case of purchasing a Healthy Sleep Ticket (Overnight Stay at the Eastern Mountain Stables)

- b) 2 days before arrival in the case of Prevention Programmes (Healthy Saturday, Breathe in Sport, Depth of Consciousness)
4. In order to purchase an on-line Ticket, the Buyer needs to:
- 1) navigate to <https://www.kopalnia.pl/uzdrowisko>
 - 2) go to the subpage at <https://www.kopalnia.pl/uzdrowisko/pobyty-krotkie/zdrowy-sen> for Healthy Sleep (overnight stay in the Eastern Mountain Stables Chamber)
 - 3) go to the subpage at <https://www.kopalnia.pl/uzdrowisko/programy-profilaktyczne/zdrowa-sobota> for the Healthy Saturday prevention programme
 - 4) go to the subpage at <https://www.kopalnia.pl/uzdrowisko/programy-profilaktyczne/oddech-w-sporcie> for the Breathe in Sport prevention programme
 - 5) go to the subpage at <https://www.kopalnia.pl/uzdrowisko/programy-profilaktyczne/glebia-swiadomosci> for the Depths of Consciousness prevention programme
 - 6) provide the necessary personal data, including at least the e-mail address to which the On-line Ticket will be sent and the telephone number
 - 7) when requesting an invoice, the Buyer shall also provide other necessary details, including full name, and in the case of a business, the company name, tax identification number and business address;
 - 8) accept the Terms and Conditions of Stays in Health Resort Workings of the "Wieliczka" Salt Mine and the Terms and Conditions of the sales of paid health resort services offered by Kopalnia Soli "Wieliczka" Turystyka sp. z o.o.
 - 9) pay for the purchased Tickets using the services of instant payment operator – Autopay
5. After completing the payment and providing the necessary details, the Buyer shall receive their purchased On-line Ticket automatically to the e-mail address provided upon signing up for the account or completing the purchase.

§ 5

Terms and Conditions of on-line payments

1. By paying for an On-Line Ticket purchased via the System, the Buyer accepts the Autopay Single Payment Transaction Terms and Conditions, available at https://pomoc.autopay.pl/storage/regulamin_platnosci-automatycznabluedia29042020.pdf.
The Buyer verifies the correctness of the e-mail address provided during the purchase process.
2. Payment must be completed within 30 minutes of booking the On-line Ticket. In case of non-payment within the specified time limit, the order will be cancelled.
3. Online payments can be made by credit/debit card, wire transfer or BLIK.
4. KSW Turystyka Sp. z o.o. shall not be held liable for any disruptions of access to the payment system stemming from reasons beyond its control, including security reasons, as well as for exchange rate risks where the settlement currency is other than the Polish zloty (PLN).

§ 6

Rights and obligations of the parties to the Contract of Sale

1. By concluding the Contract of Sale, the Buyer declares that they have read and understood these Terms and Conditions and undertakes to abide by them.
2. The Buyer is not allowed to purchase Tickets for the purpose of their resale, including in particular resale for profit, as referred to in Article 133 of the Act of 20 May 1971 – Code of Offences. KSW Turystyka sp. z o.o. reserves the right to report suspicions of such activities to the relevant law enforcement agencies.
3. The Buyer has the right to lodge a complaint regarding the concluded Contract of Sale only in case of purchase of Tickets from the places indicated in Section 3, item 1.
4. The Buyer shall have the right to lodge a complaint regarding the concluded Contract of Sale:
 - a) in writing, sent to the Organiser's address,
 - b) via e-mail sent to zdrowie@kopalnia.pl
5. The complaint must contain at least the name of the complainant, relevant details enabling the recipient to respond to the complaint (e-mail or contact address), a description of the circumstances which resulted in the complaint being made, including the Order Number or other details that enable identifying the transaction, as well as the request made by the complainant. The Organiser reserves the right to request additional clarifications if they are deemed necessary to understand the matter at hand and provide a response.
6. The Organiser undertakes to respond to the complaint no later than 14 days from the date of receipt. The response will be provided in writing or by e-mail, depending on the details provided by the complainant.
7. The provisions of items 3 – 5 do not exclude or limit the Buyer's warranty rights arising from the provisions of applicable law.
8. KSW Turystyka sp. z o.o. declares that it does not agree to participate in the out-of-court settlement procedure for consumer disputes in the event that a complaint made by the Consumer is rejected.

§ 7

Withdrawal from the On-line Contract of Sale, cancelling the service

1. In view of Article 38, item 12 of the Consumer Rights Act of 30 May 2014 (Dz. U. [Journal of Laws] of 2024, item 1796), the Buyer who is a Consumer or a business owner shall not have the right to withdraw from the contract as described by the provisions of the aforementioned Act.
2. Should the Buyer cancel the service before or during the performance of the service, the following provisions shall apply.
3. In the event of cancellation of a service requested by the Buyer before or during the performance of the service, the Organiser shall be entitled to keep the entire price paid by the Buyer for the service in question, subject to the provisions of item 4.
4. The payment for the service made by the Buyer less the amount paid for services used shall be refunded in the event of medical disqualification. Refunds in case of an early termination of the stay shall be paid out only in the case of medical reasons. This requires a visit to the Health Resort medical professional. In the case of purchasing Health Resort services

bundled with a stay at the Grand Sal Hotel, the Buyer shall be obliged to pay a fee equivalent to one (1) day's stay at the Hotel upon early termination of the stay.

5. If certain services are not performed for reasons attributable to the Buyer, no refund shall be made.
6. Cancellations due to fortuitous events are considered on a case-by-case basis.

§ 8

Information clauses concerning the processing of personal data

1. The Controller of your personal data processed in connection with the purchase of Tickets is
Kopalnia Soli „Wieliczka” Turystyka z o.o. with registered office in Wieliczka, Park Kingi 10, 32 – 020 Wieliczka,
2. The compliance with relevant data protection laws is supervised by the Data Protection Officer appointed by the Data Controller, who can be contacted via e-mail iod@kopalnia.pl or in writing, by sending a letter to the Controller's address, labelled "DPO".
3. Personal data shall be processed on the basis of:

Purposes of data processing	Legal basis of data processing
Accepting an enquiry about an offer and responding, providing payment services and executing a contract	article 6(1)(b) GDPR (taking action at the request of the data subject prior to entering into an agreement),
Confirming entitlement to purchase a Ticket other than a Standard Ticket	Article 6(1)(a) of the General Data Protection Regulation (Buyer's consent) Article 6(1)(b) of the General Data Protection Regulation (taking action at the request of the data subject before entering into a contract and
Compliance with the obligations arising from the law concerning the issue and retention of accounting documents (invoices, receipts)	article 6(1)(c) of the General Data Protection Regulation (legal obligation) – the Accounting Act and tax law regulations
Registration of participants of events organised by or for KSW Turystyka	article 6(1)(f) of the General Data Protection Regulation (legitimate interest – identification of persons entering the premises of the "Wieliczka" Salt Mine to ensure security and order),

Monitoring and analysis of online shop customer activity, including for the purpose of providing information about unfinished transactions (only for Buyers in the System who signed up for the Mine newsletter) and for statistical and marketing purposes	Article 6(1)(a) of the General Data Protection Regulation (Buyer's consent)
Handling of the complaint process	article 6(1)(b) of the General Data Protection Regulation (performance of a contract to which the data subject is party or in order to take steps at the request of the data subject)
Establishing and pursuing claims, as well as undertaking debt related to the debt collection process, defence against claims	article 6(1)(f) of the General Data Protection Regulation (legitimate interest – establishing and pursuing possible claims, defence against claims)

4. Recipients of your Personal Data may include authorised employees of the Data Controller, entities providing services to the Data Controller, in particular Kopalnia Soli "Wieliczka" S.A. as a processor and other entities providing IT support for the System and marketing services, as well as entities authorised to receive data on the basis of law in force.
5. Your personal data will be stored:
 - 1) for the duration of the agreement concluded with you or ongoing partnership;
 - 2) until you object to the processing – where the processing of personal data is based on a legitimate interest;
 - 3) until the consent you have given is withdrawn; you have the right to withdraw your consent at any time, without affecting the lawfulness of the processing carried out on the basis of your consent prior to its withdrawal;
 - 4) for the period during which the applicable law prescribes the retention of the data or until the expiry of the limitation period for possible claims.
6. In connection with the processing of personal data, you have the following rights:
 - 1) the right of access to data content, the right of rectification, the right to erasure, the right to limit data processing, the right to data portability,
 - 2) the right to object to the processing of your personal data – if the processing of your personal data is based on the so-called legitimate interest and under the conditions specified in the provisions of the General Data Protection Regulation,
 - 3) the right to lodge a complaint to the supervisory authority (President of the Office for the Protection of Personal Data) if it is considered that the processing of personal data violates the provisions of the General Data Protection Regulation.
7. All of the rights indicated above apply to the extent of the provisions of the GDPR.
8. Your provision of personal data is voluntary, but in some cases necessary for the conclusion or execution of the Contract.
9. No automated decision-making, including profiling, will take place in the course of the

Data Controller's processing of personal data.

§ 9

Final Provisions

1. In matters not governed by these Terms and Conditions, the Terms and Conditions of the provision of services by electronic means, and the Terms and Conditions of Stays in Health Resort Workings of the "Wieliczka" Salt Mine, the generally applicable provisions of the law shall apply, including in particular the provisions of the Civil Code of 23 April 1964 and the Consumer Rights Act of 30 May 2014.
2. These Terms and Conditions are available at the Study and Sales Department Ticket Office in the Regis Shaft, Plac Kościuszki 9, 32-020 Wieliczka, and can also be downloaded by the Buyer from www.kopalnia.pl/uzdrowisko in the "Terms and Conditions" section of the website.
3. KSW Turystyka reserves right to amend these Terms and Conditions at any time, with the proviso that the amendment shall take effect from the date of posting of the amended Terms and Conditions on the website www.kopalnia.pl and shall only apply to Contracts of Sale concluded after that date.
4. These Terms and Conditions do not preclude the conclusion of a Contract of Sale with the Buyer on different terms and conditions, as agreed with the Buyer.
5. The Appendices constitute an integral part of these Terms and Conditions.
6. The Terms and Conditions enter into force on 24 February 2025.

Attachments:

1. Price list for health resort services provided by Kopalnia Soli "Wieliczka" Turystyka sp. z o.o.

Appendix 1

Price list for health resort services provided by Kopalnia Soli "Wieliczka" Turystyka sp. z o.o.

Service	Variant name	Gross price	VAT rate
Healthy Sleep	Overnight Stay in the Eastern Mountain Stables Chamber	195 PLN/person	8%
	Reserving an unused bed	90 PLN	8%
Healthy Saturday prevention programme	Standard ticket	220 PLN/person	23%
	Discount ticket Available to children over the age of 4 and youth up to the age of 19 upon presentation of a valid photo ID confirming their dates of birth, university students up to the age of 26 upon presentation of a valid student ID card, as well as visitors over the age of 65 upon presentation of a valid photo ID confirming their dates of birth.	154 PLN/person	23%
	Family ticket (2 + 1) Available to families made up of two adults and a child over the age of 4 and up to the age of 16 upon producing a valid photo ID confirming their date of birth.	534 PLN/person	23%
	Family ticket (2 + 2) Available to families of two adults and two children over the age of 4 and up to the age of 16 upon producing a valid photo ID confirming their dates of birth.	688 PLN/person	23%
	Standard ticket with a Large Family Card Available to persons entitled to purchase a Standard ticket upon producing the Large Family Card and a valid photo ID.	165 PLN/person	23%
	Discount ticket with a Large Family Card Available to children over the age of 4 and youth up to the age of 19 upon presentation of a valid photo ID confirming their dates of birth along with the Large Family Card, university students up to the age of 26 upon presentation of a valid student ID card along with the Large Family Card, as well as visitors over the age of 65 upon presentation of a valid photo ID confirming their dates of birth along with the Large Family Card.	115 PLN/person	23%
Breathing in Sport prevention programme	Individual standard ticket	220 PLN/person	23%
	Group ticket (at least 10 participants)	198 PLN/person	23%
Depth of Consciousness prevention programme	Individual standard ticket	220 PLN/person	23%
	Group ticket (at least 10 participants)	198 PLN/person	23%