

## **TERMS AND CONDITIONS OF ENTRY AND PARKING FOR MOTOR VEHICLES IN THE CAR PARK AT DEMBOWSKIEGO 22 IN WIELICZKA**

### **§ 1**

1. The following define the rules of using the unguarded paid car park, located in Wieliczka at Dembowskiego 22, hereinafter referred to as "the Car Park", operated by Kopalnia Soli "Wieliczka" S.A. with registered office in Wieliczka.
2. The user of the car park is a natural person driving a motor vehicle at the moment of entering or leaving the car park.
3. The parking space is a separate area within the car park designed for parking the motor vehicle. If a motor vehicle occupies more than one parking space, the fee for using the car park will be charged separately for each of the occupied parking spaces.
4. The car park is designed exclusively for passenger cars, motorcycles, buses, RVs and coaches. The parking of other motor vehicles, as well as vehicles carrying flammable, corrosive, explosive or other similar materials and substances which may pose a risk to persons and property is not permitted.

### **§ 2**

1. By entering the area of the car park, the user of the car park enters into a paid parking space rental agreement with Kopalnia Soli "Wieliczka" S.A. The agreement expires upon leaving the car park.
2. By entering the area of the car park in a motor vehicle, every car park user agrees to the terms and conditions of these Terms and Conditions and undertakes to observe their provisions.
3. No bailment agreement within the meaning of art. 835 et seq. of the Act of 23 April 1964 – Civil Code is concluded between the car park user and Kopalnia Soli "Wieliczka" S.A. The car park user is obliged to protect the motor vehicle and the movable property in the motor vehicle against theft and damage. Kopalnia Soli "Wieliczka" S.A. shall not be held liable for loss of or damage to motor vehicles or items left in the motor vehicles parked in the car park.
4. The car park user shall be held liable for any damage caused by them to Kopalnia Soli "Wieliczka" S.A. or any other third parties.

### **§ 3**

1. The car park is open during visiting hours on all days of the year except 1 January, Easter Sunday, 1 November, as well as 24 and 25 December. Kopalnia Soli "Wieliczka" S.A. reserves the right to close the car park on other days, as well as change the opening hours of the car park by either shortening or extending the opening time, of which the car park users will be informed before entering the car park.
2. If the car park user leaves a motor vehicle in the car park outside the designated hours, they are obliged to contact the telephone number provided in a place visible at the entrance to the car park. In such a case, an additional fee will also be charged according to the Price List. In such a case, the parking fee and the additional fee can only be paid in cash.

### **§ 4**

1. The provisions of the Act of 20 June 1997 – Road Traffic Law, its executive acts and other generally applicable legal Terms and Conditions are in force in the area of the car park.
2. For safety reasons, the speed in the car park is limited to 20 km/h.
3. The car park users are entitled to park their motor vehicles only in designated parking spots.
4. In the car park, the following are not allowed:
  - a) smoking and using open fire;
  - b) consuming alcohol or drugs;
  - c) leaving waste;
  - d) parking cars with leaking hydraulic systems;
  - e) parking cars with the ignition switch on, lights on, open windows, doors or boot;
  - f) leaving children or animals unattended in the motor vehicles;
  - g) repairing, washing or vacuuming the motor vehicle, as well as carrying out other works that may pollute the car park area.

## **§ 5**

1. Entry to the car park is possible after completing the payment and collecting the parking ticket from the car park attendant. The car park user is obliged to keep the parking ticket, which is checked upon leaving. In case of losing the parking ticket, the car park user is obliged to pay a lost ticket fee according to the Price List. At the request of the car park user, it is possible to issue a receipt with the Tax Identification Number (NIP) in accordance with the applicable laws.
2. Before leaving the car park, the car park user is obliged to produce the parking ticket to the car park attendant.
3. **Price list for the use of the car park constitutes an Appendix 1 to these Terms and Conditions.**

## **§ 6**

If the conclusion or performance of the agreement will involve processing personal data of the car park user by Kopalnia Soli "Wieliczka" S.A., the user is obliged to read the Information Clause, which constitutes Appendix 2 to these Terms and Conditions.

## **§ 7**

These Terms and Conditions are publicly available and are located in a visible place at the entrance to the car park and on the [www.kopalniawieliczka.eu](http://www.kopalniawieliczka.eu) website.

## Price list for the use of the car park

No.	Item	Fee amount
1.	Parking of a car, a motorcycle, a van with a mass of up to 3.5 tonnes or an RV	15 PLN – fee paid on a one-off basis for parking for the period not longer than until the closing hours of the car park on the day the parking started
2.	Coach	40 PLN – fee paid on a one-off basis for parking for the period not longer than until the closing hours of the car park on the day the parking started
3.	Electric vehicles while using the charging station	free while using the charging station
4.	Additional fee for parking the vehicle in the car park outside the designated hours	100 PLN – for each additional day of parking started
5.	Missing parking ticket fee	50 PLN – passenger cars, motorcycles, a van with a mass of up to 3.5 tonnes or an RV
		500 PLN – coaches

All prices quoted above include tax.

### **Information clause**

**According to the Article 13, sections 1 and 2 of the Regulation (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, also referred to as the General Data Protection Regulation or GDPR, Kopalnia Soli "Wieliczka" S.A. informs that:**

1. Kopalnia Soli "Wieliczka" S.A. with registered office at Park Kingi 1, 32-020 Wieliczka is the Controller of your personal data.
2. Kopalnia Soli "Wieliczka" S.A. has appointed a Data Protection Officer, who may be contacted via e-mail at [iod.sa@kopalnia.pl](mailto:iod.sa@kopalnia.pl).
3. Your personal data is processed for the purpose of concluding and performing an agreement, which the data subject is a party of and for the purpose of fulfilling a legal obligation to which the controller is subject (issuing an invoice or a simplified invoice). The legal basis for the processing is Article 6(1)(b) and (c) of the GDPR.
4. The recipients of personal data are the employees of the Controller and the data processors, operating on the basis of contracts concluded with the Controller and solely in accordance with the Controller's instructions, as well as other entities to whom the data will have to be made available under the applicable law.
5. Personal data will be processed until the expiry of the statute of limitations on possible claims or the expiry of the period resulting from the applicable law or Terms and Conditions concerning archival documents, to which the controller is subject, whichever is later.
6. The data subject has the right to ask the controller for access to their personal data, as well as the right to rectification, deletion or restriction of processing, objection to the processing, transfer of data in the cases provided for in the provisions of the GDPR.
7. The data subject has the right to lodge a complaint with the President of the Office for the Protection of Personal Data if they believe that the data processing is unlawful.
8. The provision of personal data is voluntary, but a refusal to provide the data may result in the impossibility of concluding an agreement, issuing an invoice or a simplified invoice.
9. Personal data will not be used for automated decision making, including profiling.