Appendix no. 2 to the Terms and Conditions of Touring the "Wieliczka" Salt Mine and the underground exhibition of the Cracow Saltworks Museum of 29.09.2021

Detailed Terms and Conditions of sales and online sales of tickets for tours of the Tourist Route and the underground exhibit of the Wieliczka Cracow Saltworks Museum

- 1. During the tour, visitors are asked to strictly observe the provisions of the Terms and Conditions of Touring the "Wieliczka" Salt Mine and the underground exhibit of the Wieliczka Cracow Saltworks Museum.
- 2. Tour tickets for the Tourist Route and the underground exhibit of the Wieliczka Cracow Saltworks Museum can be purchased:
 - a. online at <u>www.ebilety.kopalnia.pl;</u>
 - b. at the ticket offices located on the premises of the Mine on the day of the tour.
- 3. It is possible to purchase touring packages encompassing the tours of the Tourist Route and the Miners' Route, the rules of their purchase are governed by separate Terms and Conditions.
- 4. Visitors touring the Mine in Polish and in languages other than Polish choose a specific day and time of their tour.
- 5. The number of visitors participating in a given tour is limited.

§1

General Rules of online ticket sales

- 1. The sales of the Admission Tickets for the tours of the "Wieliczka" Salt Mine are carried out in the "Online Ticket Sales" System available at <u>www.ebilety.kopalnia.pl.</u>
- 2. Each Customer may make use of this System to purchase their Tickets after accepting the provisions of the Detailed Terms and Conditions of sales and online sales of tickets for tours of the Tourist Route and the underground exhibit of the Wieliczka Cracow Saltworks Museum.
- 3. The Admission Ticket sale is confirmed with a sales document.

§2

Definitions

- Admission Ticket – a Mine visitor record document, redeemable at the ticket office on the basis of the sales number, which constitutes a confirmation of concluding the Contract for the Tour of the "Wieliczka" Salt Mine Tourist Route between the Service Provider and the Customer/Client.
- 2. **Purchase Form** an electronic document used for selling Admission Tickets and registering the Customer or Client in the System.

- 3. **Customer** a consumer who is a natural person, who carries out a legal transaction with an entrepreneur, which is not directly related to their business or professional activity within the meaning of the provisions of the Civil Code, who uses the System to purchase the Admission Ticket.
- 4. **Client** a legal entity, natural person or any other entity who carries out a legal transaction with an entrepreneur directly related to their business or professional activity within the meaning of the provisions of the Civil Code, who uses the System as a part of regular cooperation, in order to purchase the Admission Tickets, which requires prior registration and logging into the account dedicated to the Client. To complete the registration process, please send a message to rezerwacja@kopalnia.pl.
- 5. **Sales Number** a unique code containing information about the serial number of the transaction, as well as tour date and time, assigned by the System. Generating a Sales Number and making a payment for the transaction is tantamount to purchasing an Admission Ticket.
- 6. **System Operator** Kopalnia Soli "Wieliczka" Wsparcie Sp. z o.o. with a registered office in Wieliczka, Park Kingi 1, 32-020 Wieliczka, registered in the National Court Register kept by the District Court for the Kraków-Śródmieście District in Krakow,12th Commercial Division, under the National Court Register no. KRS 0000095741, which handles the organisation of tourist traffic in the "Wieliczka" Salt Mine.
- 7. **Online sale** sale of Tickets carried out in real time via the Online Sales System available at <u>www.ebilety.kopalnia.pl.</u>
- 8. **System** the "Online Sales System" software for visitors, which is used to sell tickets online for tours in Polish and languages other than Polish, available at <u>www.ebilety.kopalnia.pl.</u>
- 9. **Contract** the contract for a tour concluded between the Customer or Client and the Service Provider at the time of sale of Tickets.
- Service Provider Kopalnia Soli "Wieliczka" Spółka Akcyjna with registered office in Wieliczka, Park Kingi 1, 32-020 Wieliczka, registered in the National Court Register kept by the District Court for Kraków-Śródmieście District, 12th Commercial Division, under National Court Register no. KRS 0000278401, NIP (Tax Identification Number): 683-000-34-27, REGON: 000041683.
- 11. **Terms and Conditions of Online Ticket Sales** this document, which is accepted by the Customer or the Client by purchasing the Tickets.

§3

Purchasing and receiving tickets

- 1. The Customer or Client may use the System to purchase an Admission Ticket for a specific time on a given day, when the Mine is open to visitors.
- 2. The date limits for online ticket sales are specified at <u>www.ebilety.kopalnia.pl.</u>
- 3. The purchase of the Admission Tickets requires:
 - paying the full price of the purchased Admission Tickets;
 - In the case of the Customer, providing an active e-mail address, full name, as well as filling in and submitting the Purchase Form, along with accepting the Terms and Conditions of Online Ticket Sales;

- In the case of a Client, purchasing tickets online requires prior registration and logging to an account dedicated to the specific Client. To complete the registration process, please send a message to <u>rezerwacja@kopalnia.pl</u>. In addition, the Client should provide an active email address, name, Tax Identification Number, as well as complete and send a Purchase Form and accept these Terms and Conditions of Online Ticket Sales.
- In the case of a Contractor without a valid Tax Identification/VAT ID number, the purchase requires prior registration and logging to an account dedicated to the specific Client. To complete the registration process, please send a message to <u>rezerwacja@kopalnia.pl</u>. In addition, the Client should provide an active email address, name, as well as complete and send a Purchase Form and accept these Terms and Conditions of Online Ticket Sales.
- 4. The maximum number of Tickets that a Customer or a Client can purchase in one transaction is listed at <u>www.ebilety.kopalnia.pl.</u>
- 5. The Service Provider and the System Operator shall not be held liable for disruptions concerning access to the System resulting from reasons beyond the Provider's and System Operator's control, as well as security reasons.
- 6. The System Operator reserves the right to make the System unavailable due to the reasons beyond the System Operator's control or due to technical actions of the System Operator. The System Operator undertakes to limit the disruptions to the necessary minimum.
- 7. The Customer or the Client are obliged to confirm that the purchase is subject to the obligation to pay the costs of the confirmed order. This confirmation is made by the Customer or the Client selecting the separate tab: "Order with obligation to pay".
- 8. The purchase of the Admission Ticket takes place after paying the full price of the Tickets through the eCard fast payment operator, which ensures secure transaction processing.
- 9. If the currency of the provided credit card is other than PLN, the foreign exchange risk is borne by the Customer or the Client.
- 10. Purchasing Admission Tickets via the System is tantamount to accepting the acceptance of the Terms and Conditions of Touring the "Wieliczka" Salt Mine and the underground exhibit of the Wieliczka Cracow Saltworks Museum and its appendices, as well as the ticket prices as listed at www.kopalnia.pl.
- 11. After the payment for the purchase of Admission Tickets is credited to the Mine's account, a transaction confirmation is automatically sent to the e-mail address provided by the Client or Customer. Additionally, the Client receives a sales document with the Tax Identification number.

§4

Admission Ticket purchase confirmation

- 1. Online sales take place in real time. The System automatically sends a purchase confirmation to the e-mail address specified by the Customer or Client in the Purchase Form.
- 2. The Purchase Confirmation contains all the information concerning the purchase, including the system number, as well as the full name of the Customer or the

name of the Client who is to collect the tickets at the Service Provider's ticket office. The Service Provider will confirm the remote conclusion of the Contract with a digital document sent to the e-mail address provided in the Purchase Form. This confirmation also contains relevant information and excerpts from the Terms and Conditions of Touring the "Wieliczka" Salt Mine and the underground exhibit of the Wieliczka Cracow Saltworks Museum and its appendices.

- 3. Upon producing the confirmation printed out or in electronic form at the ticket office on the day of the tour:
 - The Customer will receive their Admission Tickets and a sales document,
 - The Client will receive their Admission Tickets it is important to note that the sales document has been sent after the payment has been credited to the Mine's account, to the email address included in the Purchase Form.
- 4. The System enables the Customer or Client to change the date of the tour after they have completed the purchase transaction.
 - a. You may change your scheduled tour date, but no later than 24 hours before the scheduled tour date.
 - b. All tickets purchased for a scheduled tour date in one transaction will be reassigned to the new date agreed upon by the Parties.

§5

Personal data

- 1. 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, we would like to inform you that:
 - a. Kopalnia Soli "Wieliczka" S.A. with registered office at Park Kingi 1, 32-020 Wieliczka is the Controller of your personal data.
 - b. Compliance with data protection rules by Kopalnia Soli "Wieliczka" S.A. is supervised by a designated Data Protection Officer, who may be contacted via e-mail: <u>iod.sa@kopalnia.pl</u> or by phone +48 12 278 71 14.
 - c. Your personal data will be processed as necessary for the performance of the contract of sale of the Admission ticket, to which you are a Party, pursuant to Article 6(1)(b) of the GDPR.
 - d. Your personal data may be received by authorised employees of the Controller, IT companies, law firms and other entities processing personal data on behalf of the Controller on the basis of relevant contracts and in line with its instructions, including Kopalnia Soli "Wieliczka" Wsparcie Sp. z o.o. the operator handling tourist services within the "Wieliczka" Salt Mine as data processors, as well as other entities, which may obtain access to the data in accordance with the relevant provisions of the law in force.
- 2. Your personal data will not be transferred to any third countries (countries outside of the European Economic Area) or any international organisation.
- 3. Your personal data will be stored for a period of 5 years from the beginning of the year following the financial year of the conclusion of the Sales Contract, in

accordance with tax law, taking into account relevant statutes of limitations for claims.

- 4. In connection with the processing of personal data, you have the following rights:
 - a. the right of access to the content of the data (pursuant to Article 15 of the General Data Protection Regulation);
 - b. the right to rectification (pursuant to Article 16 of the General Data Protection Regulation);
 - c. the right to erasure (pursuant to Article 17 of the General Data Protection Regulation);
 - d. the right to restrict processing (pursuant to Article 18 of the General Data Protection Regulation);
 - e. the right to data portability (pursuant to Article 20 of the General Data Protection Regulation);
 - f. the right to object (pursuant to Article 21 of the General Data Protection Regulation);
 - g. 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 your personal data violates the provisions of the General Data Protection Regulation.
- 5. You can exercise the above rights by sending an e-mail to <u>online@kopalnia.pl</u> or <u>iod.sa@kopalnia.pl</u>.
- 6. Providing your personal data is voluntary, but it is a necessary condition for the performance of the Admission Ticket Sales Contract.
- 7. The processing of your personal data will not involve decision-making based solely on automated processing, including profiling.

§6

Rights and obligations of the Parties

- 1. The Customer or Client shall:
 - a. Use the System in accordance with the law, the provisions of these Terms and Conditions and principles of good mores.
 - b. Not transfer any rights arising from the conclusion of the Contract to third parties.
 - c. Provide true personal information in connection with credit card payments.
- 2. The Customer or Client declares that all information provided by them while using the System are true and correct to the best of their knowledge.
- 3. The Customer or Client shall be entitled to lodge a complaint in writing. For this purpose, they shall contact the System Operator via e-mail <u>online@kopalnia.pl</u> within 14 days from the date of conclusion of the Contract. The Customer or Client is obliged to provide all information and documentation concerning the complaint submitted.
- 4. The Customer or Client declares that they are aware of the consequences arising from civil and criminal consequences of actions inconsistent with the laws in force in the Republic of Poland and acknowledges that actions undertaken in breach of relevant acts (such as fraud) will be reported to the competent law enforcement authorities, with no prejudice for pursuing the repair of the damage in civil proceedings.

- 5. The Service Provider has the right to unilaterally withdraw from the Contract if the Customer or the Client violates these Terms and Conditions, in particular by providing false personal data or fraudulent credit card details.
- 6. Should any circumstances preventing a tour on the date of the order arise due to the fault of the System Operator, the System Operator undertakes to make every effort to provide the service on a new date agreed by the Parties.
- 7. The Ticket Sales contract is concluded in accordance with the Polish law.
- 8. The rights and obligations of the parties arising from the Contract are governed by the Act of 30 May 2014 on Consumer Rights (consolidated text: Dz. U. [Journal of Laws] of 2020, item 287 as amended) and in the Act of 23 April 1964 -Civil Code (consolidated text: Dz. U. [Journal of Laws] of 2020, item 1740 as amended). The provisions of the Act of 30 May 2014 on Consumer Rights apply to Ticket Sales Contracts concluded from 25 December 2014.
- 9. The Service Provider informs that pursuant to Article 38, item 12 of the Act of 30 May 2014 on Consumer Rights (Dz. U. [Journal of Laws] of 24 June 2014, item 827 as amended), the Customer or the Client who has purchased tickets is not entitled to withdraw from the contract.

Online Ticket Support: <u>online@kopalnia.pl</u> Technical Support: <u>tech.ebilety@kopalnia.pl</u>