

REGULATIONS

§1. SUBJECT OF THE RULES AND REGULATIONS

1. The Rules and Regulations (hereinafter: "Rules and Regulations") set out the rules for the rental of rooms, the responsibility of the establishment operator and the guest as well as the rules for the use of the hotel infrastructure at the Boulevard Ustronie Morskie establishment (hereinafter: "Establishment").
2. The Rules and Regulations are an integral part of the contract which shall be concluded by, inter alia, making a reservation and/or signing the registration card and/or making a prepayment or paying the entire amount due for the stay at the Establishment. By performing the a.m. actions, the Guest shall confirm that he/she has read the Rules and Regulations and accepted provisions contained therein. Conclusion of a contract subject to terms and conditions that are different from those specified in the Rules and Regulations shall exclude the application of the Rules and Regulations only to the extent settled in a different way in this contract.
3. The operator of the Establishment is Zdrowia Hotels Sp. z o.o. with its registered office in Kołobrzeg, at ul. Sułkowskiego 9, entered in the Register of Entrepreneurs kept by the District Court in Koszalin, 9th Commercial Department - of the National Court Register under KRS no.: 0000296672 NIP: 6711756876 REGON: 320441334, share capital: PLN 22,500,000.00 (hereinafter: "Operator").
4. The Rules and Regulations shall apply to all persons staying on the premises of the Establishment.
5. The Rules and Regulations are available on the Establishment's website.
6. The Guest should report any issues regarding the services provided by the Establishment to the phone number provided or by email to recepca@blvd.pl
There is no reception office operating in the Establishment and there are no employees or associates of the Operator permanently staying within the premises of the Establishment. .
7. A guest shall be a person who has concluded a contract with the Company for the provision of hotel services at the Establishment (hereinafter: "Guest").
8. Charges for services provided at the Establishment or by the Establishment are set out in the price list.

§2. HOTEL DAY

1. A room shall be rented for full hotel days.
2. A hotel day shall start at 15:00 and end at 11:00 on the following day. In July and August, the hotel day shall start at 17:00 and end at 11:00 on the following day.
3. If the Guest has not specified the length of stay when making a reservation of a room, it shall be assumed that the room has been rented for one full hotel day.
4. The Guest shall make request for extending the stay beyond the period indicated in the reservation no later than by 15:00 on the day preceding the check-out day as per the reservation. The Establishment may grant the Guest's request as far as rooms are available, subject to the other provisions of the Rules and Regulations. On account of an extension of the stay, the guest shall pay an additional fee in accordance with the prices published on the website (see the up-to-date price list).
5. The Establishment shall have the right to refuse to extend the Guest's stay at the Establishment if the Guest has not made full payment for the period of his/her stay so far on the day of arrival and/or if the Guest or the person accompanying the Guest has failed to comply with the Rules and Regulations or for other reasons.
6. The Guest may make a request for an extension of the hotel day during his/her stay (no later than by 15:00 on the day preceding the check-out day as per the reservation).
7. The cost of extending the hotel day - PLN 50 incl. VAT for each commenced hour of the extended stay, however, no longer than until 15:00. A longer extension of the hotel day, i.e. beyond 15:00, shall involve charging an additional 100% fee for the next hotel day as per the current price list.
8. Staying in the room or leaving things in the room after 11:00 on the planned check-out day without making a prior arrangement with the Establishment shall be considered an extension of the stay, for which a fee will be charged as per the price list.

§3. RESERVATION AND REGISTRATION

1. In order for the Guest to check-in, the electronic (check-in) registration card shall be filled in and signed. The Guest shall be provided with the card by being sent a text message containing a link from the Establishment that allows the card to be opened, edited, filled in and signed. In cases indicated by the Establishment, the Guest shall complete and sign the card on paper, leaving it in the rented room. if the electronic one is used by the Establishment).
2. The Guest shall personally put a legible signature on the registration card.

3. The Guest must not share the room or the facilities/movables that enable third parties to access to the Establishment or the room.
4. Persons not registered at the Establishment may stay as visitors in the hotel room from 7:00 to 22:00. The stay of persons not checked in the Guest's room beyond these hours shall be tantamount to the Guest's consent to chargeable additional accommodation of such persons in the room as per the price list valid on the Guest's check-in day.
5. The Establishment may refuse to accommodate a Guest who is under the influence of alcohol or intoxicants. The Establishment may refuse to provide the service(s) to a Guest who has grossly violated the Rules and Regulations or caused damage to the Establishment's property or to third parties' property or to a person during the previous stay, including damage to a Establishment employee or another person staying at the Establishment.
6. The Establishment shall collect the amount due for the entire stay at the time of the reservation and/or later in accordance with the terms of the reservation but no later than two full working days before the scheduled commencement of the stay. The same shall apply to the amount due for the parking space as well as the spa resort fee.
7. The Operator shall have the right to collect a security payment (as a pre-authorised payment on a credit card) in the amount of PLN 500.
8. The Operator shall have the right to verify the credit card used to guarantee the reservation prior to the scheduled arrival date.
9. If the Guest refuses to pay for the stay or refuses to pre-authorise a credit card in the amount of PLN 500, the Establishment shall have the right to refuse to check in the Guest.
10. If the Guest fails to cancel the reservation within the due period of time, the Establishment shall charge the Guest with a fee as per the cancellation conditions as indicated on the reservation confirmation.
11. If the Guest cancels the stay during the course of the stay, the Guest shall be obliged to pay the entire fee due to the Establishment for the stay in accordance with the reservation. If the fee has already been paid, it shall not be refundable.
12. After paying the entire amount due for the stay (including all additional charges), the Guest shall receive a message to the e-mail address or phone number indicated in the reservation, containing instructions on how to collect the keys/card allowing access to the room. The keys/card shall be collected from a box mounted adjacent to the room's entrance door. The collection shall be done by opening the box using the access code received in the a.m. message (i.e., by setting the coding knobs to a position that allows opening the box). On the day on which the Guest ends his or her stay, he or she shall be obliged to put the key/card back into the same box and then close the box in a way that prevents it from being opened by persons who do not know the access code (i.e., by turning the coding knobs to a position that prevents the box from being opened after it has been closed).

§4. SERVICES AND ADDITIONAL SERVICES

1. The Establishment shall provide services in accordance with its category, standard and information contained in the Establishment's information materials.
2. The Guest should immediately report any objections regarding the quality of services electronically via e-mail.
3. At the request of the Guest staying at the Establishment with little children up to three years of age, a cot can be placed in the room free of charge.

§5. GUESTS' LIABILITY

1. Persons without full legal capacity should be constantly supervised by their legal guardians on the premises of the Establishment. The legal guardians shall be responsible for the persons under their care, including liability for all and any damages caused by the persons under their care, especially damages to equipment and/or facilities.
2. The Guest, persons accompanying the Guest or staying on the premises of the Establishment with the Guest's consent shall bear full responsibility for damages or destruction of any kind of the Establishment's equipment and technical facilities caused by their fault. In the event of the above, the Guest, the person accompanying the Guest or staying on the premises of the Establishment by the Guest's consent shall be obliged to pay the Operator a contractual penalty for a damage (irrespective of the degree of the damage) to the equipment and/or technical facilities in the amount specified in Appendix no. 1 to the Rules and Regulations. The Operator shall have the right to claim damages in excess of the contractual penalty. If a piece of equipment is not listed in Appendix no. 1, the Guest shall be obliged to pay the Operator an amount corresponding to the amount of the damage.
3. The Operator shall have the right to charge the Guest's credit card without the Guest's physical presence for damages disclosed after the Guest's check-out with an amount equivalent to the contractual penalty or the estimated value of the damage to units of equipment and/or technical facilities not listed in Appendix no. 1 to the Rules and Regulations.
4. In the event of violation of the Rules and Regulations, the Establishment may refuse to provide further services to the person who has violated the Rules and Regulations. Such person shall immediately comply with the demands of the Establishment, make the payment for the reserved stay and services provided so far, pay for any possible damages and leave the Establishment.
6. The Establishment shall have a statutory right of pledge over the items brought in by the Guest, the person accompanying the Guest or staying on the premises of the Establishment by the Guest's consent in the Establishment as security for payment against the debt

to the Establishment for the service provided.

7. In the event that the hotel key has been lost or destroyed, the Guest should immediately inform the Establishment about this. The contractual penalty for losing one key card shall be PLN 400.

§6. LIABILITY OF THE ESTABLISHMENT

The Establishment shall be liable for a loss of or damage to items brought in by persons using its services to the extent specified by the provisions of the Civil Code.

2. The Guest should notify the Establishment of the occurrence of the damage immediately, i.e. no later than within 24 hours after its occurrence.

3. The Establishment shall not be liable for a damage to or a loss of a car or other vehicle belonging to the Guest, a person accompanying the Guest or staying on the premises of the Establishment by the Guest's consent, items left therein

§7. RETURN OF BELONGINGS LEFT BEHIND

Belongings left behind in the hotel room by the Guest who has check in the hotel room shall be returned - upon the Guest's request - to the address indicated by the Guest and at the Guest's expense. If such a request has not been received, the Establishment will store the aforementioned belongings at the owner's expense for a period of one month from the Guest's check-out date and after that period the belongings will become the property of the Establishment. Due to their properties, food products will be stored for a period of 24 hours from the check-out date and then they will be disposed of. Food products that have been opened and/or need to be stored at temperatures below the room temperature will be subject to immediate disposal immediately after the Guest's check-out.

§8. SAFETY

1. Each time the Guest leaves the room, the Guest shall be obliged to properly secure it so that access by third parties is not possible. During the Guest's absence from the room, windows and doors should remain closed.

2. For fire safety reasons, it shall be prohibited to use appliances or items that do not constitute room equipment (e.g. heater, electric cooker, candles etc.) in the hotel rooms.

3. In the event of spotting a fire, the Guest should notify the Establishment personnel of the danger and head for the exit according to the instructions indicating the direction of evacuation.

4. Each room is provided with an evacuation plan with which the Guest shall be obliged to get familiar.

5. The Guest shall be obliged to follow the announcements and instructions given by the personnel of the Establishment.

6. It is not allowed to move on bicycles, scooters, roller skates, skateboards etc. in the Establishment.

§9. NIGHT QUIET TIME

1. Night quiet time shall be mandatory in the Establishment from 22:00 to 7:00 the following day.

2. During the night quiet time - the Establishment or third parties acting by the consent of the Establishment - may hold meetings in areas specially designated for this purpose.

3. Guests or persons using the Establishment's services should behave in such a manner that does not disturb the peaceful stay of other guests. The Establishment may immediately refuse to provide further services to a Guest who violates this rule.

§10. CLAIMS

1. Guests shall have the right to lodge complaints if they notice any deficiencies in the quality of the services provided immediately, that is, at the time the deficiency arose but no later than 48 hours after the check-out date.

2. All complaints should be documented with photographs and/or submitted by e-mail.

§11. ADDITIONAL PROVISIONS

1. Smoking of tobacco, tobacco products and e-cigarettes shall be strictly prohibited in the Establishment (including terraces and balconies). In the event of violation of the a.m. prohibition, the party who violates the prohibition shall be obliged to pay a fine to the Operator in the amount of PLN 800 (EUR 250). The Operator may claim damages in excess of the reserved contractual penalty in the event that, due to violation of the a.m. prohibition, it becomes necessary to refresh/repaint the room (including terraces and balconies). Notwithstanding the above, the person who has violated the prohibition shall be obliged to cover the costs of possible fire brigade intervention.

2. Hazardous items and materials, including weapons, ammunition, flammable, explosive or illuminating materials must not be stored in hotel rooms.

3. It shall be prohibited to make any alterations to the Establishment or any part of it, especially including the hotel rooms.

4. It shall be prohibited to perform any sales marketing activity and door-to-door sales on the premises of the Establishment.

6. It shall be prohibited to generate excessive noise on the premises of the Establishment, to produce unpleasant odours or other things

or conditions that may disturb or harm other Guests.

7. It shall be prohibited to bring out furniture and other equipment being part of the room furnishings to the balcony.

8. For reasons related to fire safety, it shall be prohibited to use heaters, irons and other similar electrical appliances which do not constitute hotel room equipment in rooms and other interior areas of the Establishment. The same shall apply to chargers and power supply units.

9. It shall be prohibited for persons other than Guests or persons accompanying Guests to use the infrastructure of the Establishment without the prior consent of the Manager of the Establishment. The Operator shall be entitled to claim a contractual penalty in the amount of PLN 200 (EUR 50) from any person who has used the infrastructure of the Establishment without the a.m. consent. The Operator may claim damages in excess of the stipulated contractual penalty.

§ 12. ANIMALS

1. The Establishment shall only accept the presence of guide dogs on its premises. A guide dog shall stay with no additional fee charged.

2. The Establishment shall also accept the following animals for an additional fee:

- a) dogs excluding aggressive breeds and
- b) cats.

The animals indicated above shall be acceptable in selected rooms in the Establishment.

3. The owner of an animal shall be obliged to keep it in such a way that it does not pose any threat to other guests and staff of the Establishment. The owner of the animal shall be obliged to keep it on the leash on the premises of the Establishment and to remove any waste left by the animal.

4. The animal shall stay at the Establishment on condition that it has its health booklet with up-to-date vaccinations and deworming certificate. The animal may stay at the the Establishment provided that it is healthy.

5. The animal owner shall be responsible for all damages caused by the animal.

6. If an animal not specified herein is brought into the premises of the Establishment despite the prohibition, the Operator shall have the right to order the Guest to immediately leave the Establishment and check out. In this case, the Operator shall not be obliged to refund the fee for the stay that has been unused. Notwithstanding the above, the Operator shall be entitled to a contractual penalty in the amount of PLN 500.00 from a person who has violated the prohibition on bringing animals into the Establishment.

7. The daily fee charged for the stay of one animal at the Establishment shall be PLN 115.00.

§ 13. PERSONAL DATA

Data Controller:

In connection with the conclusion and performance of the Contract, the Operator shall process the personal data indicated on the reservation form and/or registration card and shall be the Data Controller (hereinafter the "Controller").

Data Protection Officer:

The Controller has appointed a Data Protection Officer whom you can contact via e-mail: iod@zdrojowainvest.pl.

Purposes and legal basis for the processing of personal data:

The personal data provided to the Operator will be/shall be processed in accordance with Regulation (EU)2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR". We shall obtain personal data from you in the process towards the conclusion of a contract or from our partners (e.g. reservation websites, travel agents etc.). Below we indicate the purposes for which we shall process your personal data along with the legal basis for the processing:

- a) in order to take an action at your request, i.e. to price a service, to reserve a service and to conclude and perform a contract, in particular for ongoing contacts subject to Art. 6, section 1, letter b of the GDPR,
- b) in order to pursue tasks that arise from applicable legislation and may include, inter alia, financial reporting, statistical reporting and keeping records and statements required subject to the provisions of the GDPR (Art. 6, section 1, letter c of the GDPR in conjunction with Art. 71 in conjunction with Art. 74, section 2, clause 8 of the Accounting Act) (see: Statistics Poland requirement and local and/or resort fee),
- c) for the Company's legitimate interests which may include, inter alia:
 - activities related to the proper handling of the accommodation, stay and check-out process, particularly including communication and transmission of necessary documents and other information related to the reservation or stay,
 - establishing, asserting and defending claims,
 - handling complaints,
 - conducting debt collection operations,
 - archiving operations,

- analytical and statistical operations,
- customer satisfaction surveys (in this case, the Operator's interest shall be to obtain customers' opinions on the services provided in order to tailor them to the needs and expectations of those concerned),
- d) in order to ensure the safety of Guests, users and personnel of the Establishment and to ensure the protection of persons and property and security in the supervised area, limited to the publicly accessible areas, particularly the area around the Establishment, corridors, car parks (in this case, the Operator's interest shall be to ensure security and to care for the high standard of the services provided) (Art. 6, section 1, letter f) of the GDPR),
- e) for the purpose of managing payments made by the Guest - we shall collect credit card information - such as number, date of issue and CVC code as applicable), (Art. 6, section 1, letter b of the GDPR); (f) for the purpose of protecting the vital interests of the person whom the data are about, which may include, inter alia, purposes related to the need to save life, health or protect property, i.e. e.g. the Operator may contact you with regard to an incident that occurred on the premises of the Establishment and involved you or to your detriment or to the detriment of a third party if you were or may have been a participant or witness to such an incident. (Art. 6, section 1, letter d of the GDPR).
- g) in order to carry out marketing activities, including direct marketing of the Operator's products and services (Art. 6, section 1, letter a of the GDPR).

The provision of data to the extent indicated shall be voluntary but necessary for the conclusion and performance of the contract. Children's data such as date of birth shall be collected exclusively from their parents or legal guardians in order to determine their age and discounts to which they are entitled.

Duration of the processing of personal data

The personal data processed for the a.m. purposes will be processed for as long as it is necessary to fulfil these purposes, taking into account the retention periods laid down by law, i.e.

- a) personal data processed for the purpose of taking actions at your request and performing of the Contract shall be processed for the duration of such actions and, if the Contract has been concluded and performed, for the duration of the Contract and, after it has been terminated, for the period of limitation of any claims arising from the Contract;
- b) in order to perform tasks that arise from applicable legislation and may include, inter alia, financial reporting, the data shall be processed over a period of 5 years counted from the end of the calendar year in which the tax obligation arose;
- c) in order to pursue the legitimate interests of the Company, i.e. determining, asserting and defending claims, processing complaints, conducting debt collection operations, archiving operations, analytical and statistical operations, customer satisfaction surveys, personal data shall be processed until any claims laid down by law have expired;
- d) in order to pursue the legitimate interests of the Company, i.e. for the use of video surveillance, the data shall be processed for a period of 30 days subject to the Operator's internal regulations and after this period they shall be permanently deleted in the process of overwriting the memory of the surveillance cameras with new recordings unless they need to be stored for a longer period of time for the purpose for which they were recorded;
- e) for the purpose of marketing operations, including direct marketing of the products and services of the Company, the data shall be processed until the consent has been revoked;
- f) in order to protect the vital interests of the person whom the data are about, the data shall be processed till the term of limitations for any legal claims.

Transfer of personal data to third parties (Recipients of personal data:

Personal data may be disclosed to employees or associates of the Operator as well as to entities providing support to the Operator in the form of outsourced services and subject to contracts of entrustment, i.e. to entities providing IT, personnel management, payroll and legal services including debt recovery, administrative, postal, courier, marketing and insurance services. Personal data may also be transferred to entities having capital ties to the Operator.

Data subject rights:

You shall have the rights indicated below:

- a) right of access to and rectification of the content of your data (Art. 15 and 16 of the GDPR). You can exercise this right whenever you notice that your data are incorrect or incomplete;
- b) right to erasure and to restriction of the data processing (Art. 17 and 18 of the GDPR). You can exercise this right when the data are no longer necessary for the purposes for which they were collected;
- c) right to data portability (Art. 20 of the GDPR) when the processing is based on your consent or a contract concluded with you and also when the processing is carried out automatically;
- d) right to object, including the right to withdraw your consent at any time without affecting the lawfulness of the processing which was performed based on your consent prior to its withdrawal.
- e) right to lodge a complaint with the President of the Personal Data Protection Office if you have found that the processing of your personal data violates the provisions of the GDPR.

The above mentioned rights are exercisable, inter alia, through the contact with the Data Protection Officer at e-mail address: iod@zdrojowainvest.pl.

Automated decision-making, including profiling:

The data provided to us shall not be subject to decisions based solely on automated processing of personal data, including profiling. Processing of personal data outside the European Economic Area As a general rule, the Operator shall not transfer data outside the European Economic Area (hereinafter EEA). However, while using various popular services and technologies offered by entities such as Facebook, Microsoft, Google as well as subcontracted services, there may be situations in which the Company consents to the transfer of personal data outside the EEA only when it is necessary and with the degree of protection required by law, primarily by:

- cooperating with entities processing personal data in countries for which a relevant European Commission decision has been issued;
- using standard contractual clauses issued by the European Commission;
- using binding corporate rules approved by a competent supervisory authority;
- in case of data being transferred to the United States of America (USA), cooperating with entities participating in the Privacy Shield programme, approved by an implementing decision of the Commission (EU) 2016/1250 of 12 July 2016 on the adequacy of the protection provided by the EU-US Privacy Shield (the list of US entities participating in this programme is available at: <https://www.privacyshield.gov/list>). Entities that have joined the Privacy Shield programme shall guarantee that they will comply with the high data protection standards that apply in the European Union and therefore the use of their services and technologies provided in the personal data processing shall comply with the law. Where applicable, the Operator will inform you of its intention to transfer personal data outside the EEA at the stage of the data collection.

§ 14. ZDROJOWA GROUP ENTITIES

A full list of entities operating within the Zdrojowa Group shall be available at www.zdrojowahotels.pl.

§ 15. AMENDMENT TO THE RULES AND REGULATIONS

1. The Operator shall have the right to amend these Rules and Regulations.
2. The amendment shall be effective as soon as the amended Rules and Regulations are published on the website of the Establishment.

APPENDIX NO. 1 - THE AMOUNT OF THE CONTRACTUAL PENALTIES FOR DAMAGE TO THE ELEMENTS OF THE EQUIPMENT AND/OR DEVICES

ELEMENTS OF EQUIPMENT	THE AMOUNT OF THE CONTRACTUAL PENALTY FOR DAMAGE (IRRESPECTIVE OF THE EXTENT OF THE DAMAGE)
LG 49" TV SET	PLN 2,085.00
LG 43"-48" TV SET	PLN 1,525.00
LG 55" TV SET or a bigger one	PLN 2,830.00
LG 28"-42" TV SET or a smaller one	PLN 950.00
FERGUSON SR410 AIRMOUSE	PLN 120.00
TERRACE DECKCHAIR	PLN 1500.00
SMALL QUILT COVER	PLN 140.00
BIG QUILT COVER	PLN 160.00
SMALL PILLOW COVER	PLN 60.00
BIG PILLOW COVER	PLN 80.00
SMALL SHEET	PLN 50.00
BIG SHEET	PLN 70.00
KIDS SET - FILLING	PLN 100.00
KIDS SET - BED LINEN	PLN 150.00
BLANKET	PLN 60.00
SMALL TOWEL	PLN 40.00
BIG TOWEL	PLN 70.00
BATHROOM RUG	PLN 50.00
BATHROBE	PLN 200.00
KIDS BATHROBE	PLN 200.00
IRONING BOARD	PLN 200.00
IRON	PLN 200.00
FITTED CARPET WASHING	PLN 250.00 per 1 sq. m.
BALCONY CHAIR	PLN 250.00
BALCONY TABLE	PLN 350.00
PLATE	PLN 20.00
MICROWAVE PLATE	PLN 80.00
KNIFE	PLN 20.00
MUG	PLN 8.00
CUTLERY	PLN 5.00
GLASS	PLN 5.00
POT	PLN 40.00
CORK SCREW	PLN 25.00
OPENER	PLN 25.00
LADLE	PLN 7.00
SPATULA	PLN 6.00
WINE GLASS	PLN 15.00
FRYING PAN	PLN 70.00
JUG	PLN 12.00
BOWL	PLN 10.00
CUTTING BOARD	PLN 15.00
GRATER	PLN 11.00
EGG BEATER	PLN 10.00
COLANDER	PLN 35.00
PEPPER/SALT SHAKER	PLN 7.00
SUGAR BOWL	PLN 11.00
KETTLE	PLN 260.00
TOWEL PAPER STAND	PLN 30.00
BRUSH/DUSTPAN	PLN 30.00
COFFEE MACHINE	PLN 650.00
WATER TANK FOR COFFEE MACHINE	PLN 100.00