

## HILTON ŚWINOUJŚCIE RESORT & SPA RULES AND 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 hotel operator and the guest as well as the rules for the use of the hotel infrastructure at the Hilton Świnoujście Resort & Spa hotel in Świnoujście at ul. Baltic Park Molo 4 (hereinafter: "Hotel").
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 Hotel. 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 Hotel is Zdrojowa 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, 9<sup>th</sup> 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 Hotel.
5. The Rules and Regulations shall be available for reviewing at the Reception of the Hotel and on the Hotel's website.
6. The guest should report any matters concerning the services provided by the Hotel to the Reception unless the Reception has provided the guest with other guidelines in this respect.
7. A guest shall be a person who has concluded a contract with the Company for the provision of hotel services at the Hotel (hereinafter: "Guest").
8. Charges for services provided at the Hotel or by the Hotel are set out in the price list.

### §2. HOTEL DAY

1. A hotel 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.
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 18:00 on the day preceding the check-out day as per the reservation. The Hotel 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 (constitute the current price list).
5. The Hotel shall have the right to refuse to extend the Guest's stay at the Hotel 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 18:00 on the day preceding the check-out day as per the reservation).
7. The hotel day extension cost - shall be fixed as per the rate valid on the given day for each commenced hour of the extension, 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 Reception of the Hotel shall be considered an extension of the stay, for which a fee will be charged as per the price list.

### **§3. 3. RESERVATION AND REGISTRATION**

1. The Guest shall be checked in at the Hotel upon presenting a valid identity document with a photograph to the Reception employee and completing and signing the registration card (fillable by hand or electronically if the Hotel uses the electronic one). If the Guest refuses to present an identity document in a manner enabling the check-in or to complete or sign the registration card, the Reception of the Hotel shall have the right to refuse to check in the Guest.
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 Hotel or the room.
4. Persons not registered at the Hotel may stay as visitors in the hotel room from 7:00 to 22:00.
5. The Hotel may refuse to accommodate a Guest who is under the influence of alcohol or intoxicants. The Hotel may refuse to provide the service(s) to a Guest who has grossly violated the Rules and Regulations or caused damage to the Hotel's property or to third parties' property or to a person during the previous stay, including damage to a Hotel employee or another person staying at the Hotel.
6. The Hotel shall collect payment for the entire stay upon reservation and/or on the check-in day. The Hotel shall collect the amount due for the parking space and the resort fee upon check-in.
7. The Operator shall have the right to collect a deposit (in cash or as a pre-authorized payment on a credit card) in the amount indicated by it.
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, pre-authorize the credit card or make a cash deposit in the amount indicated by the reception of the Hotel, the Reception of the Hotel shall have the right to refuse to check in the Guest.
10. In the event that the Guest fails to cancel the reservation within the pre-indicated period of time, the Hotel shall charge a fee to the Guest subject to 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 Hotel for the stay in accordance with the reservation. If the fee has already been paid, it shall not be refundable.

### **§4. SERVICES AND ADDITIONAL SERVICES**

1. The Hotel shall provide services in accordance with its category, standard and information contained in the Hotel's information materials.
2. The Guest should immediately report any reservations regarding the quality of the services to the Reception of the Hotel.
3. At the Guest's request, the Hotel shall provide the following services free of charge:
  - wake-up call as scheduled,
  - storing the Guest's luggage at the Reception,
  - ordering a taxi,
  - storing money and valuables during the Guest's stay at the Hotel in a depository at the Reception subject to § 6, section 4 of the Rules and Regulations,
4. At the request of the Guest staying at the Hotel 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 Hotel. 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 Hotel with the Guest's consent shall bear full responsibility for damages or destruction of any kind of the Hotel'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 Hotel 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 Hotel may refuse to provide further services to the person who has violated the Rules and Regulations. Such person shall immediately comply with the Hotel's demands, make the payment for the reserved stay and services provided so far, pay for any possible damages and leave the Hotel.
  5. The Hotel 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 Hotel by the Guest's consent as security for payment against the debt to the Hotel for the service provided.
  6. In the event that the hotel key card has been lost or destroyed, the Guest should immediately inform the Reception about this. The contractual penalty for losing one key card shall be PLN 50.

#### **§6. HOTEL'S LIABILITY**

1. The Hotel 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 Reception of the occurrence of the damage immediately, i.e. no later than within 24 hours after its occurrence.
3. The Hotel shall be liable for a loss of or damage to money, securities, valuables or items of scientific or artistic value only if such items are placed on and accepted into the depository at the Reception.
4. The Hotel shall have the right to refuse to accept items of high value, significant sums of money in excess of what can be stored in the Hotel's depository or other items which cannot be deposited at the Reception due to their value or specific nature.
5. The Hotel 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 Hotel by the Guest's consent, items left therein regardless of whether such vehicles were parked in the Hotel's underground car park or on the car park in front of the Hotel.

#### **§7. RETURN OF BELONGINGS LEFT BEHIND**

1. 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 Hotel will store the aforementioned belongings at the owner's expense for a period of one month from the Guest check-out date and after that period the belongings will become the property of the Hotel. 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 hotel 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 Hotel 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 Hotel has an audible warning system which, in the event of an emergency, provides information of the necessary action that needs to be taken. The Guest shall be obliged to follow the announcements made by the system and the orders and instructions given by the personnel of the Hotel.
6. It is not allowed to move on bicycles, scooters, roller skates, skateboards etc. in the Hotel.

#### **§9. NIGHT SILENCE**

1. Night quiet time shall be mandatory in the Hotel from 22:00 to 7:00 the following day.
2. During the night quiet time - the Hotel or third parties acting by the consent of the Hotel - may hold meetings in areas specially designated for this purpose.
3. Guests or persons using the Hotel's services should behave in such a manner that does not disturb the peaceful stay of other guests. The Hotel 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 in writing to the Reception of the Hotel or by e-mail.

#### **§11. ADDITIONAL PROVISIONS**

1. Smoking of tobacco and tobacco products, e-cigarettes, cannabis (including medical cannabis) and any other substance emitting smoke and/or odour is strictly prohibited in the Hotel (including the area of 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 1000 (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. It shall be prohibited to consume alcohol not purchased at the Hotel in public places on the premises of the Hotel - with the exception of designated catering outlets.
3. Hazardous items and materials, including weapons, ammunition, flammable, explosive or illuminating materials must not be stored in hotel rooms.
4. It shall be prohibited to make any alterations to the Hotel or any part of it, especially including the hotel rooms.
5. It shall be prohibited to perform any sales marketing activity and door-to-door sales on the premises of the Hotel.
6. It shall be prohibited to generate excessive noise on the premises of the Hotel, 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 hotel 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 Hotel. 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 Hotel's infrastructure without the prior consent of the Manager of the Hotel. 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 Hotel's infrastructure without the a.m. consent. The Operator may claim damages in excess of the stipulated contractual penalty.

## §12. ANIMALS

1. The Hotel shall only accept the presence of guide dogs on its premises.
2. The owner of the dog shall be obliged to keep it in such a way that it does not pose a threat to other hotel guests and personnel. The owner of the animal shall be obliged to keep it on a leash on the premises of the Hotel and to remove any waste left by the animal.
3. A guide dog shall stay with no additional fee charged.
4. A guide dog's stay at the Hotel is conditional on having its health booklet with up-to-date vaccinations and deworming certificate. The guide dog may stay at the Hotel as long as it is healthy.
5. The owner of the animal shall be responsible for all damages caused by the animal.
6. If, despite the prohibition, an animal is brought into the Hotel premises, the Operator reserves the right to order the Guest to leave the Hotel immediately and check out. The Operator in such a case is not obliged to refund the fee for the unused stay. Notwithstanding the above, the Operator shall be entitled to a contractual penalty in the amount of PLN 500.00 for each started day of stay of an animal on the Hotel premises from a person who has violated the prohibition on bringing animals into the Hotel.

## §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](mailto: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:
  - 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 Hotel and to ensure the protection of persons and property and security in the supervised area, limited to the publicly accessible areas, in particular the Reception area in the main lobby, the area of the entrance to the Hotel and the area around the Hotel, the lobby/corridors, the restaurant/café/bar, the publicly accessible areas in the SPA/wellness, the Infinity Pool, storage areas, garages/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 Hotel 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.

#### **Disclosure 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](mailto: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](http://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 Hotel's website or displayed at the Reception of the Hotel.

**Appendix no 1** - amounts of contractual penalties for damages to items of equipment and/or facilities.

ITEMS OF EQUIPMENT AND/OR FACILITIES	AMOUNT OF CONTRACTUAL PENALTY FOR DAMAGE (IRRESPECTIVE OF THE DEGREE OF THE DAMAGE)
55" TV SET	PLN 4000.00
65" TV SET	PLN 5000.00
REMOTE CONTROL UNIT	PLN 110.00
MERAKI (AP) ROUTER BEHIND TV SET	N/A
ROOM TELEPHONE SET	PLN 300.00
BATHROOM TELEPHONE SET	PLN 250.00
DUVET CASE	PLN 140.00
SMALL PILLOW CASE	PLN 15.00
LARGE PILLOW CASE	PLN 25.00
SMALL BEDSHEET	PLN 130.00
LARGE BEDSHEET	PLN 140.00
SMALL TOWEL	PLN 70.00
LARGE TOWEL	PLN 110.00
DRESSING GOWN	PLN 240.00
KIDS DRESSING GOWN	PLN 150.00
ICE BUCKET	PLN 100.00
CUP	PLN 20.00
WINE GLASS	PLN 30.00
GLASS IN BATHROOM	PLN 20.00
LACE CURTAIN	PLN 1500.00
HAIR DRIER	PLN 250.00
BLACKOUT CURTAIN	PLN 400.00 per metre
IRON	PLN 220.00
KETTLE	PLN 420.00
CARPET CLEANING SERVICE	PLN 35.00 per 1m <sup>2</sup>
UPHOLSTERY CLEANING	PLN 90.00 per 1m <sup>2</sup>

ITEMS OF EQUIPMENT AND/OR FACILITIES	AMOUNT OF CONTRACTUAL PENALTY FOR DAMAGE (IRRESPECTIVE OF THE DEGREE OF THE DAMAGE)
WALLPAPER CLEANING	PLN 80.00 per 1m <sup>2</sup>
TORN OFF WALLPAPER	PLN 125.00 per 1m <sup>2</sup>
TOILET SEAT	PLN 350.00
BALCONY CHAIR	PLN 350.00
BALCONY TABLE	PLN 300.00
BATHROOM SCALES	PLN 200.00
RUBBISH BIN	PLN 250.00
SHOWER CABIN	PLN 4000.00
FIXED DIVIDING SCREEN	PLN 3000.00
TELESCOPE (DECORATION)	PLN 2000.00
STANDING LAMP	PLN 2500.00
DESKTOP LAMP	PLN 500.00
LAMPS IN HEADBOARD	PLN 710.00
HANDLE, BATHROOM	PLN 600.00
TOILET BRUSH	PLN 400.00
GLASSPANE, BALCONY DOOR	PLN 6000.00
GLASS PANE, BARRER ON BALCONY	PLN 5000.00
MIRROR, BATHROOM	PLN 1000.00
ZENITH 43 (15") SAFE DEPOSIT BOX	PLN 700.00
MINIBAR HTM T40-20GD HARTMANN	PLN 900.00
TERMA VIVO HEATER, BATHROOM	PLN 620.00