VOUCHER SALES TERMS AND CONDITIONS

1. The definitions adopted in the Terms and Conditions shall have the following meanings:

a) **Terms and Conditions** – these Terms and Conditions; the Terms and Conditions shall be an integral part of any order made for the purchase of the Voucher by the Customer,

b) **Facilities managed by Zdrojowa Hotels** – Marine Hotel, Ultra Marine, Diune Hotel, Diune Resort, Jantar Hotel & Spa, Royal Tulip Sand, Radisson Resort Kołobrzeg, Boulevard Ustronie Morskie, Baltic Park Molo Apartments, Baltic Park Fort, Radisson Hotel Szklarska Poręba, Cristal Resort Szklarska Poręba,

c) **Service** – an accommodation service provided in one of the Facilities,

d) **Voucher** – a bearer voucher entitling the Holder to exchange it for a Service up to the value of the Voucher. The Voucher may be in paper or an electronic form.

e) **Holder** – a person who exchanges the Voucher for a Service,

f) **Seller** – Zdrojowa Hotels Sp. z o.o. with its registered office in Kołobrzeg at ul. Sułkowskiego 9, registered 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

g) **Customer** – an entity that purchases the Voucher for the Holder in exchange for cash payment to the Seller in an amount equal to the nominal value of the Voucher. By purchasing the Voucher, the Customer declares that he or she has read and accepted the content of these Terms and Conditions.

§ 1 GENERAL PROVISIONS

1. The Voucher shall entitle the Holder to exchange it for a Service up to the value of the Voucher, the value of the Service being determined at standard prices applicable in the relevant Facility at the time when the Service is booked or purchased (depending on the price guarantee terms applicable at the relevant Facility).
2. The Customer shall pay the relevant nominal value of the Voucher for each Voucher.
3. The Customer shall transfer funds to the Vendor in an amount equal to the nominal value of the respective Voucher.
4. The Vendor shall transfer the Voucher to the Customer.
5. The Voucher is not an electronic payment instrument (which also means that it is not a payment card).
6. The Voucher shall be valid for 360 days following the date of its purchase and the Voucher cannot be exchanged for a Service after the expiry of this period. The cash funds shall not be non-refundable upon expiry of the Voucher. The validity of the Voucher cannot be extended.
7. The Voucher shall not be exchanged for cash.
8. The Voucher must be used in full at once. In the event that the value of the Voucher is lower than the price of the Service, it is required to pay the balance of the price. Where the value of the Voucher is higher than the value of the Service, the balance shall not refunded.
9. The Customer or the Voucher Holder, as the case may be, shall be responsible for the loss of the Voucher after it has been delivered by the Seller.
10. The redemption of the Voucher shall be a valid transaction also if the Holder comes into possession of the Voucher in an unauthorised manner. The Seller shall not be liable for unauthorised possession of the Voucher.

§ 2 REDEMPTION OF THE VOUCHER

1. To redeem the Voucher, it shall be required to book the date of the Service by contacting the reservations department at tel. +48 91 40 40 400 or at e-mail address: rezerwacja@zdrojowahotels.pl. The reservation date may only be rescheduled subject to the terms and conditions of the cancellation as specified by the reservations department (tel. +48 91 40 40 400, e-mail: rezerwacja@zdrojowahotels.pl).
2. The facilities shall have the right to refuse to redeem the Voucher if the validity period of the Voucher has expired or become damaged so that the data written on the Voucher are unreadable or the Service is not available on the booked date.

§ 3 COMPLAINT PROCEDURE

1. Any complaints regarding the sale and redemption of the Vouchers should be sent by registered post or delivered directly to the Organiser's address indicated herein with the annotation "Complaint - Voucher" and should contain the Customer's or Holder's full name and accurate address as well as the accurate description of the cause and the complaint.
2. Complaints shall be processed within 14 days of being received.
3. The Seller shall not be liable for failures, errors and irregularities resulting from disruptions or failures of IT systems.

§4 RIGHT OF WITHDRAWAL

1. In the case of Customers who are consumers, i.e. who purchase a Voucher for purposes unrelated to their business or professional activity by telephone or on-line, the Customer may withdraw from the agreement for convenience within 14 days from the date when the Voucher is received by the Customer, provided that it has not yet been used, by notifying the Seller in writing to the address indicated herein and by presenting the proof of purchase issued against a specific payment.
2. The Seller shall consider any request for withdrawal within 14 days from the date of delivery and refund the payment made to the Customer. In the event of an effective and lawful withdrawal from the Agreement, the Voucher will be cancelled.
3. Any refunds of payments will be made to the Customer's bank account from which the Customer made the payment.
4. It is not possible to withdraw from the Agreement if the Voucher has been redeemed.

§ 5 PERSONAL DATA

1. The controller of the Customers' personal data is Zdrojowa Hotels Spółka z ograniczoną odpowiedzialnością [English; Limited Liability Company] with its registered office in Kołobrzeg, ul. Sułkowskiego 9, 78-100 Kołobrzeg (hereinafter: **Controller**"). A Data Protection Inspector has been appointed in the Company; e-mail: iod@zdrojowainvest.pl.
2. The personal data provided in course of the purchase of Vouchers will be processed by the Controller in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons in relation 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: "**GDPR**").
3. The Customer's personal data will be processed for the following purposes and on the basis of the following legal grounds:

a) the transaction of sale and the performance of the Terms and Conditions (including the purpose of exercising rights and obligations hereunder). The legal basis for the processing of the data in this case is Article 6, section 1, letter b) of the GDPR, i.e. processing for the purpose of concluding and performing the agreement - for the period of time necessary for the performance of the agreement, and after it has been terminated, the personal data will be processed for the time necessary to demonstrate the correct performance of the obligations thereunder, including the expiry of the deadlines indicated in the intra-organisational archiving guidelines;

b) compliance with the Controller's legal tax settlement and reporting obligations under Article 6, section 1 letter c) of the GDPR - **for the period of time** necessary for the Controller to fulfil statutory obligations, in particular until the expiry of the tax liability limitation period;

c) marketing own goods and services, asserting or defending against claims, undertaking image-oriented activities, ensuring correct settlements in connection with the agreement concluded, processing complaints on the basis of Article 6, section 1, letter f) of the GDPR, which constitutes the Controller's legitimate interest - for the time necessary for the Controller to pursue its legitimate interest, in this regard, however, no longer than until the it has been deemed justified by the specific circumstances of the objection.

d) in the event that voluntary and optional consents are expressed, i.e.;

- pursuant to Article 10 of the Act on the provision of services by electronic means of 18.07.2002 and Article 172 of the Telecommunications Law Act of 16.07.2004 - if you consent to receiving marketing messages to an indicated e-mail address or telephone number, in the form of SMS messages;
- pursuant to article 172 of the Telecommunications Law Act of 16.07.2004 - if you consent to receiving marketing information during telephone calls made to the indicated telephone number; your data will also be processed for marketing purposes consisting in the provision of information on products and services, promotions, price lists and other information - until your consent has been withdrawn,

4. The right to withdraw consent shall remain in force at any time to the extent that the data are processed on the basis of a separate consent. However, this will not affect the lawfulness of the processing of the data that was carried out before the withdrawal of the consent.
5. Personal data will not be subject to profiling or serve as the basis for automated decision-making in relation to the Customers.

6. The Customer shall have the right to access the content of their data and the right to rectification, erasure, restriction of processing and portability of their personal data. We hereby inform that the conditions for the exercising of the a.m. rights are established in the law, so that these rights are not absolute.
7. The Customer has two types of the right to object to the processing of personal data if the Administrator processes personal data:
a) on the basis of legitimate interests, the Customer may object on grounds relating to their particular situation;
b) for the purposes of direct marketing, the Customer may object in any case
8. Customers' data will not be transferred to third countries or an international organisation.
9. Recipients of the personal data may include:
a) entities to which the Controller is obliged to transfer the data by law;
b) entities providing legal and debt recovery services;
c) entities providing software and tools used by the Controller;
d) the entity delivering electronic mail;
e) entities providing postal and courier services;
f) banks;
g) entities within the capital group that are related to the Controller;
10. When in doubt whether the Controller has been processing the Customers' Data in a correct manner, the Customer shall have the right to lodge a complaint to the supervisory authority - the President of the Personal Data Protection Authority with its seat at ul. Stawki 2 in Warsaw (www.uodo.gov.pl).
11. The provision of personal data by the Customer is voluntary but it is a prerequisite for the purchase of the Voucher. Failure to provide personal data or providing incomplete data will make it impossible to complete the sale of the Voucher.

§ 6 OTHER PROVISIONS

1. The Seller shall have the right to amend the Terms and Conditions. Amendments shall be effective from the moment when the amended Terms and Conditions are posted on-line.
2. Any information on the purchase of Vouchers that is contained in any promotional and advertising materials is provided for information purposes only. Only the provisions contained herein are legally binding.
3. The Seller shall not be liable for any act or omission of the Customer, the Holder or any third party.
4. If any of the provisions herein is found to be unlawful, invalid or otherwise unenforceable to the extent stipulated by law, then it shall be excluded and deleted to the extent that the provision is unlawful, invalid or unenforceable; otherwise the provisions herein shall remain in full force and effect and continue to be binding and enforceable.
5. Any disputes that may arise in connection with these Terms and Conditions or an action
6. The Polish law shall apply to matters not settled herein.