**§ 1**

**GENERAL CONDITIONS**

1. The subject matter of this Agreement (hereinafter referred to as the “Agreement”) shall be a Tourist Product offered at a place and date selected during the reservation made via the Internet Sales System or at PKL Tours or another Tourist Office or Hotel (hereinafter referred to as the “Product”).
2. The Participant shall mean an individual who intends to enter into or enters into the Tourist Product Purchase Agreement for its own benefit or for the benefit of other persons.
3. The Tourist Product Organiser shall be PKL SA based in Zakopane (34-500), ul. Bachledy 7D, contact phone number: 18 20 20 360, e-mail rezerwacje@pkltours.pl, acting as a tour operator, with an entry in the register of operators and entrepreneurs of the Marshal of the Małopolska Province under No. Z/26/2021.
4. The provisions of the Service Agreement for selected tourist products shall not be changed, subject to material changes to the Agreement before the commencement of performance of services under which the Organiser is obliged to change the main features of the Tourist Product indicated in the Tourist Service Agreement;
	1. By proposing an increase in the cost of the Product in excess of 8% of the total Price.
5. The Organiser shall use a permanent data carrier to immediately notify the Participant of the following:
	1. Significant changes in the terms of the Agreement and the possible impact of the changes on the total Price and additional fees;
	2. The Participant’s right to inform the Organiser at least 7 days prior to the Product start date of:
		1. The Participant’s acceptance of the material changes to the Agreement as defined in item 5.1. of this section; or
		2. The Participant’s withdrawal from the Agreement and application to receive a refund of the payments made; or
		3. The Participant’s demand for an appropriate reduction in the Price to which it is entitled in the event that material changes to the Agreement result in the reduced quality or cost of the Product.
6. In the cases specified in item 5.2.2 above, the Organiser shall refund all payments within 14 days from the date of withdrawal from the Agreement, in the place and manner in which the payment was made.
7. Under the Agreement, the Participant and other persons, the number of which has been indicated by the Participant during the reservation made via the Internet Sales System or at PKL Tours or another Tourist Office or Hotel, shall be entitled to use the Tourist Product.
8. Unless otherwise specified, the rights and obligations of the Participant (including the services covered by the Price), as set out in the Agreement, shall also apply to the persons indicated in item 7 above.

## **§ 2**

## **REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES**

1. The Organiser represents that:
	1. It has the relevant knowledge and experience necessary to organise and offer the Tourist Product;
	2. The Tour Leader/Tour Guide/Coordinator/Carrier designated by the Organiser has relevant qualifications and experience.
2. The Participant represents that there are no contraindications (and in particular no health contraindications) for the Participant’s use of the Tourist Product
3. The Organiser shall:
	1. Provide the Participant with the care of the Tour Leader/Tour Guide/Coordinator/Carrier with appropriate qualifications and experience in the services provided;
	2. Provide assistance to the Participant, if injured during the use of the Product.
4. The Participant shall:
	1. Have appropriate clothing and, if necessary, tourist and sports equipment;
	2. Promptly notify the Organiser or persons designated by the Organiser of the discovery of defective performance of the Agreement;
	3. Pay the Price of the Tourist Product in the amount specified in the offer in the online shop at <https://www.sklep.pkl.pl/> and/or the price list presented during the reservation at pkltours.pl or at PKL Tours or another Tourist Office or Hotel in the manner specified during the Product reservation and in § 3;
	4. Appear at the place and time specified by the Organiser. The Participant’s obligations and organisational rules are described in detail at <https://www.sklep.pkl.pl> and <https://pkltours.pl/>
	5. Not be under the influence of alcohol and intoxicants;

5. The Participant may, without the consent of the Organiser, transfer to a third party all of its rights under the Agreement, **no later than 3 days** before the date of its commencement, provided that such a third party assumes all obligations under the Agreement. The transfer of rights shall not involve the payment of a special fee. The Participant and a third party taking over the rights under the Agreement shall be jointly and severally liable to the Organiser for the payment of the price. Any changes shall be made at the place of purchase of the Tourist Product. The Participant who purchased the Tourist Product in the online shop shall make changes at PKL Tours, e-mail rezerwacje@pkltours.pl, phone number: 18 20 20 360.

6. The Participant shall appear at the place specified in the terms of the order no later than 15 minutes before the start of the use of the Tourist Product and observe safety rules relating to the Participant and other participants. The Participant’s failure to appear at the meeting point at the designated time shall be equivalent to the Participant’s withdrawal without the right to a refund of the Tourist Product Price. The terms of the order for a particular Tourist Product are available in the online shop at <https://www.sklep.pkl.pl>, at [www.pkltours.pl](http://www.pkltours.pl), and at PKL Tours or another Tourist Office or Hotel.

7. The Organiser shall have the right to refuse to provide the service to the Participant if the Participant is under the influence of alcohol or intoxicants at any stage of the service. In order not to compromise the welfare, safety, and comfort of other participants, if it is not possible to reach an agreement with the Participant, the Organiser shall have the right to call the police to take disciplinary action.

8. The Organiser shall provide the Participant with insurance. The Participant shall read and accept the General Terms and Conditions available at [www.sklep.pkl.pl](http://www.sklep.pkl.pl), https://pkltours.pl/, PKL Tours, or another Tourist Office or Hotel.

## **§ 3**

## **PRICE**

1. In exchange for the participation of the Participant and the persons indicated in the Tourist Service Agreement, the Participant shall pay to the Organiser the amount specified during the reservation made via the Internet Sales System or at PKL Tours or another Tourist Office or Hotel.
2. The payment terms shall be as follows: The Participant shall pay 100% of the price upon the reservation.
3. The Participant’s failure to make a payment upon the reservation shall be deemed to be a withdrawal for reasons beyond the control of the Organiser.
4. If, for reasons beyond the control of the Organiser, a particular Tourist Product is not provided in full, especially due to weather conditions, the Participant shall receive a refund of part of the price in the amount applicable to the Tourist Product and equal to the value of the part of the service not provided.
5. The Organiser shall not be responsible for changing the prices of entrance tickets during the season.

## **§ 4**

## **LIABILITY**

1. The Organiser shall be liable for the proper performance of the service covered by the Agreement. In particular:
	* 1. The Organiser shall be liable for non-performance or improper performance of the Agreement subject to item 3 of this section;
	1. Should the Participant inform the Organiser that a service covered by the Agreement does not comply with its provisions, the Organiser shall rectify the non-compliance within a reasonable time designated by the Participant unless this is impossible or involves costs that are disproportionately high in relation to the extent of the non-compliance and the value of the services involved;
	2. If the Organiser does not perform the services that are an essential part of the Tourist Product, as provided for in the Agreement, during the performance of the Tourist Product, the Organiser shall, at no additional cost to the Participant, perform adequate substitute services under the Agreement or offer a price reduction unless the Participant rejects such substitute services as being disproportionate in relation to the subject of the Agreement or rejects such a reduction as being inadequate as set out in item 2 below;
	3. The Organiser shall be liable to the Participant for damages in connection with the Organiser’s reservation errors unless such errors are attributable to the Participant or caused by unavoidable and extraordinary circumstances.
2. The Participant shall be entitled to compensation or damages (e.g. a price reduction) for the loss suffered as a result of non-compliance with the Agreement, to be paid by the Organiser immediately, unless the following circumstances occur:
	1. Non-compliance with the Agreement is due to the Participant’s sole act or omission;
	2. The fault is solely attributable to of a third party that is unrelated to the performance of the services covered by the Agreement and the non-compliance could not have been foreseen or avoided;
	3. Non-compliance is caused by unavoidable and extraordinary circumstances that could not have been foreseen or avoided or Force Majeure.
3. The Organiser’s liability referred to in this section shall be limited to three times the Price indicated in § 3 (1) of the General Terms and Conditions. The limitation shall not apply to personal injury or damage caused intentionally or as a result of the Organiser’s negligence.
4. If the non-compliance materially affects the performance of the Product and the Organiser fails to remedy the non-compliance within a reasonable time designated by the Participant, the Participant shall have the right to terminate the Agreement.
5. The Organiser’s liability to the Participant shall not apply to non-performance if the rejection referred to in § 2 (7) applies to the Participant.
6. Complaints in connection with the performance of services by the Organiser or a person cooperating with the Organiser during the implementation of the Tourist Product covered by Agreement shall be submitted by e-mail to reklamacje@pkl.pl within 30 days from the date of performance of the Tourist Product covered by the Agreement.

## **§ 5**

## **WITHDRAWAL FROM THE AGREEMENT**

1. The Participant may withdraw from the Agreement by 3:00 p.m. two days before the implementation of the Tourist Product. The customer shall submit the statement of withdrawal in writing to rezerwacje@pkltours.pl or in person in writing at the fixed office of PKL TOURS. The date of withdrawal shall be the date and time of receipt. If the statement of withdrawal is submitted within the specified time limit, the Organiser shall refund to the Participant the entire amount paid for the Tourist Product. The withdrawal at a later date shall not possible.
2. The Organiser may cancel the implementation of the Tourist Product at any time, refunding the Participant the entire amount, if:

2.1. Too few people have signed up. In such a case, the Organiser shall inform the Participants of the cancellation after the completion of the sale of Tourist Products intended for the following day, i.e. the day before the date of implementation after 3:00 p.m.;

2.2 The Organiser cannot fulfill the Agreement due to unavoidable and extraordinary circumstances (bad weather or skiing conditions) or failure to perform a service by one of the Partners (subcontractors);

* 1. An epidemic hazard state or pandemic or epidemic state has been declared.
1. In the event of unfavorable weather conditions or avalanche danger and other fortuitous circumstances, the Organiser may propose, if possible, another place or another date for the implementation of the Tourist Product. The Participants shall retain the right to withdraw from the Agreement if they do not accept the proposed date.
2. In the cases indicated in sections 1 and 2 above, the Organiser shall refund the payments in the place and manner in which the purchase was made within 14 days from the date of withdrawal or termination.

## **§ 6**

## **PERSONAL DATA**

1. The Controller of the personal data of the Participant using the Tourist Product shall be Polskie Koleje Linowe S.A. (hereinafter referred to as the “Organiser”).
2. The seat of the Organiser is located in Zakopane (34-500), ul. Bachledy 7d.
3. GDPR is the 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). GDPR defines the personal data processing rules used by the Organiser.
4. In matters related to the processing of personal data, the Data Protection Officer can be contacted in the following ways:
* by e-mail: iodo@pkl.pl
* in writing using the address of the registered office of the Organiser.
1. The Participant’s personal data provided during the reservation of the Tourist Product shall be processed to present an offer and enter into a sales agreement for the tourist services offered by the Organiser. The personal data may also be processed for the purposes resulting from the legitimate interest of the Organiser and to fulfill the Organiser’s legal obligations.
2. The following personal data shall be processed:
3. name and surname, address of residence, date of birth, phone number, and e-mail address – to execute an agreement for the provision of tourist services to which the Participant is a party and to take actions necessary to enter into the agreement (Article 6(1)(b) of GDPR). Providing personal data is voluntary but necessary to enter into and execute an agreement with the Organiser. The personal data shall be processed for the period necessary for the performance of the Organiser’s obligations under the agreement entered into with the Participant and then until the statute of limitations on claims under the agreement expires;
4. name, phone number, and e-mail address – based on the Participant’s consent (Article 6(1)(a) of GDPR) for marketing purposes, i.e. to send advertisements, offers, and promotions for goods and services (including the Newsletter) to the Participant’s e-mail address and phone number, to maintain direct phone contact in order to present offers, advertisements, and promotions, and to profile data in order to present customised offers, advertisements, and promotions. Providing data is voluntary and is not necessary to enter into and execute the agreement for the provision of tourist services with the Participant. The data shall be processed for this purpose until the withdrawal of the consent. The full information clause for the newsletter service can be found at: <https://www.pkl.pl/post/klauzula-informacyjna-dla-uslugi-newsletter-pkl-sa.html>
5. The Organiser shall have the right to process the personal data to pursue its legitimate interests (Article 6(1)(f) of GDPR), i.e. to claim payment of amounts due under the agreement. In such a case the data shall be processed until the statute of limitations on claims under the agreement expires or until the claims are satisfied.
6. The Participant of the Tourist Product shall have the right to access its personal data, have its personal data rectified or erased, restrict the processing, object to the processing, and request the cessation of the processing as well as the right to data portability. The rights referred to above can be exercised by contacting the Organiser in person, by mail using the registered office address, or by e-mail.
7. The Participant shall have the right to lodge a complaint to the supervisory authority, i.e. the President of the Personal Data Protection Office if the Participant finds that the processing of personal data violates the provisions of the applicable law.
8. If the personal data of the Participant are processed based on an expressed consent, the consent can be withdrawn at any time. The withdrawal of the consent shall not affect the lawfulness of the processing based on the consent before its withdrawal. The consent can be withdrawn by contacting the Organiser or, in the case of data processing for marketing purposes, by using the consent withdrawal form available at the bottom of each e-mail containing with commercial information.
9. The personal data of the Participant may be made available to entities acting on behalf of the Organiser in the field of technical, accounting, and legal services, including providers of IT services and solutions, entities authorised by law, and partners belonging to the PKL S.A. Group to the extent necessary to execute the agreement~~.~~
10. The Organiser may make the personal data of the Participant available to its subcontractors for marketing purposes and to entities involved in the provision of travel services, i.e. Tourist Office Agents and Tour Leaders/Tour Guides/Coordinators/Carriers acting on behalf of the Organiser, to the extent necessary to execute the agreement. The information that the Organiser entered into agreements with the entities referred to above and entrusted the processing to them shall be communicated to the Participant by the Organiser.
11. The personal data provided by the Participant shall be processed only by authorised persons.
12. We provide the Participants using our travel services with full respect for their privacy and protection of their personal data.

## **§ 7**

## **FINAL PROVISIONS**

1. Any amendments and supplements to, or termination of, this Agreement shall be in writing, otherwise they shall be deemed null and void.
2. This Agreement shall be entered into by the Participant upon acceptance in online shop on behalf of the Participant and other Participants, or at PKL Tours or another Tourist Office or Hotel.
3. The Organiser allows for the sale of the Tourist Product at the stop at the Tour Guide on the day of departure subject to availability. In such a case, the Participant shall sign the Terms and Conditions and provide the Tour Guide with its personal data for insurance purposes. The Tourist Product shall be sold on site at the Customer Service Centre of PKL TOURS. The Participant acknowledges that its time of departure by cable car to Kasprowy Wierch may differ from that of other Participants.
4. In the event of disputes with the Participant arising from the Agreement, the Organiser shall seek an out-of-court resolution of consumer disputes referred to in the Out-of-Court Resolution of Consumer Disputes Act of 23 September 2016 (Dz.U. [Journal of Laws] of 2016, 1823) and, respectively, the entities authorised to conduct the proceedings on out-of-court resolution of consumer disputes to which the tour operator is subject, and on the platform of the online dispute resolution system in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on the online system for resolving consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes) (OJ EU L 165 of 18 June 2013, p. 1).
5. The governing law applicable to the obligations arising from this Agreement shall be the law of Poland.
6. The Consumer Rights Act of 30 May 2014 and the Civil Code of 23 April 1964 shall apply to matters not governed by this Agreement.