

Rules and Regulations
Sale of Tickets for the Sky Tower Observation Deck and Use of the Sky Tower Observation Deck in Wrocław

I General

These Rules and Regulations (hereinafter referred to as the “**Rules and Regulations**”) apply to all persons/entities purchasing admission tickets to the observation deck located on the 49th floor of the Sky Tower building in Wrocław at 95, Powstańców Śląskich st. (“**Observation Deck**”) from the Service Provider specified hereinbelow in item 1. The content of these Rules and Regulations is available at the ticket office and online at: <https://bilety.skytower.pl/>

1. The tickets to the Observation Deck are sold by Olimp Investment spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw (address: Chmielna 73, 00-801 Warsaw), listed in the register of business entities of the National Court Register [KRS], held by District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, KRS no. 906424, NIP [*Tax Identification Number*]: 7011044921, REGON [*Statistical Number*]: 389519982, with a share capital of PLN 103,000.00 (“**Service Provider**”)
2. Admission tickets to the Observation Deck may, on the terms and conditions set out in these Rules and Regulations, be sold to natural persons over 18 years of age, a legal person or an organisational unit that is not a legal person and to which the law confers the capacity to be the subject of rights and obligations (“**Client**”). In particular, the Client may be a consumer, which means a Client who is a natural person making a legal transaction with the Service Provider which is not directly related to his/her business or professional activity (“**Consumer**”).
3. Observation Deck admission tickets may be purchased at a ticket office located at Sky Tower on level +1 or online at <https://bilety.skytower.pl/> (the ‘**Service**’), which makes it possible to buy tickets up to 60 days in advance.
4. The following equipment is required in order to use the Service and to sell tickets to the Observation Deck via the Service:
 - a. a terminal device with access to the Internet and an active connection to the Internet;
 - b. a web browser such as Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari in its current version;
 - c. electronic mail (e-mail) account - owned by its user and active, for sending the e-ticket by e-mail.
5. Clients and other Service users must not submit any content that violates the law or good morals. Clients and other Service users shall also refrain from any activity that could adversely affect the proper functioning of the Service, including in particular any interference with the content of the Service or its technical elements. It is forbidden to use the Service contrary to its purpose.
6. Clients may enter into a contract with the Service Providers in his/her own name. Any time Clients provide their personal data, they are required to provide their own personal data.
7. The content available on the Service website, including photos and descriptions, may constitute works as defined by the Act of 04 February 1994 on Copyright and Neighbouring Rights, the rights to which are vested with the Service Provider. The content may not be copied, distributed or used in any way whatsoever without the express consent of the Service Provider, except where this is permitted by law.
8. Clients may buy tickets and then enjoy the Observation Deck only after:
 - a. reading and accepting these Rules and Regulations;
 - b. if tickets are bought via the Service - fulfilling the requirements specified in item 5 above and providing their personal data required by the Service.

II. Ticket purchase

1. Prices of the tickets to the Observation Deck are provided online at : <https://skytower.pl/taras-widokowy>. The prices on tickets include VAT and are quoted in PLN.
2. The online Service offers tickets at full price and reduced price. Clients may declare free tickets for children up to 3 years of age.
3. Reduced tickets may be purchased by Clients up to 18 years of age as well as by Clients with disabilities. Clients who bought reduced tickets must produce a document which authorises them to a reduced ticket.
4. If reduced tickets are purchased by persons who are not entitled to such a reduction on the day of entry to the Observation Deck, as well as if a person refuses to produce a document which entitles him/her to a reduced ticket, they shall not be entitled on the basis of such a ticket to enter the Observation Deck and there shall be no refund for the tickets purchased.
5. When buying admission tickets to Observation Deck via the Service, it is mandatory for the Client to provide full name and e-mail address on case by case basis. The Client may optionally also provide a telephone number and select a contact language.
6. Payment for the tickets ordered online is made online using the selected online payment method, in particular by a wire transfer or card via PayU (the operator is: PayU S.A. based in Poznań, ul. Grunwaldzka 186, 60-166 Poznań, NiP: 779-23-08-495. In such case when finalizing the order, the Clients shall be forwarded to the payment operator. Purchase of the tickets online via the Service is conditional upon acceptance of the rules and regulations of payment operator. PayU rules and regulations are provided here: <https://www.payu.pl/regulaminy>.
7. In order to get an invoice one should tick the "Invoice" option during the ordering process and provide correct data necessary to issue the invoice. The invoice shall be forwarded to the e-mail address specified.
8. The Service Provider shall not be liable for consequences of providing incorrect or untrue data during the ticket purchase process.

III Observation Deck admission tickets

1. Observation Deck admission tickets may not be copied.
2. Observation Deck admission ticket authorises entrance to the Observation Deck on a day specified in the ticket.
3. A ticket which is purchased and paid for is not-refundable and non-exchangeable (subject to cases specified in the Rules and Regulations).
4. If an organised group of more than 30 people under the age of 18 (e.g. school excursions) enters, guardians and pilots of such a group are entitled to free entry to the Observation Deck with the group.
5. Tourist guides are entitled to free entry to the Observation Deck together with groups of more than 30 people, each time on the basis of a personalised card issued in advance by the Service Provider. The procedure for issuing such a card is set separately from the Rules and Regulations.
6. Observation Deck admission ticket authorises one-time entrance to the Observation Deck on a day specified in the ticket and stay on the Observation Deck premises for the period of time which shall not be longer than 45 minutes. After entering the Observation Deck the ticket shall be deemed used.
7. The entrance ticket to the Observation Deck does not specifically entitle the holder to receive any products from the bar/café located within the Observation Deck area, which is run by an entity different from the Service Provider.
8. In particular, an admission ticket to the Observation Deck also does not entitle the holder to organise any events, trainings, workshops, advertising and promotional activities or other profit-making events on the Observation Deck area, especially of a promotional, marketing or similar nature. The above requires prior and individual arrangement with the Service Provider.

9. The Observation Deck may admit not more than 250 viewers at the same time. If this limit is reached, admission to the Observation Deck area shall be temporarily halted for safety reasons.
10. In the case of ticket purchase, a Client who has concluded an agreement to buy a ticket via the Service, i.e. off-premises or at a distance, pursuant to Article 38(12) of the Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws 2020, item 287, as amended), is not entitled to withdraw from the agreement without stating a reason, as referred to in Article 27 of the Consumer Rights Act of 30 May 2014.

IV Complaints

1. All comments and complaints regarding the Service operation and the sale of tickets via the latter should be submitted by e-mail to the following address: rezerwacje@kasa.skytower.pl or by a letter to be sent to the Service Provider's address specified herein. The Client may lodge a complaint if the services rendered by the Service Provider as provided for herein are not performed by the Service Provider or are not performed in accordance with the Rules and Regulations.
2. A correctly lodged complaint should include at least:
 - a. identification of a person submitting the complaint (full name or business name, address or registered office and e-mail),
 - b. description of the complaint, including particulars concerning a given transaction of purchasing tickets to the Observation Deck,
 - c. circumstances justifying the complaint and basis for the complaint,
 - d. clearly formulated request.
3. If the data or information provided in the complaint needs to be supplemented, the Service Provider will ask the complainant to supplement it to the extent and by the date indicated, in the form in which the complaint was made, before considering the complaint.
4. The complaint shall be examined by the Service Provider within 14 days of receipt thereof. Response to the complaint shall be sent to the e-mail address provided by the complainant.
5. Recourse to the available out-of-court complaint and redress procedures shall be possible upon the completion of the complaint procedure and shall be voluntary. A Consumer shall have the possibility to use the out-of-court complaint and redress procedure within the EU online ODR platform, available at: <http://ec.europa.eu/consumers/odr/>. However, the Service Provider is not required to participate in such a procedure.

V Use of the Observation Deck

The rules of using the Observation Deck have been defined in separate rules and regulations, attached hereto in the form of Appendix 1.

VI Data processing

1. The Controller of personal data shall be the Service Provider, namely Olimp Investment spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw (address: Chmielna 73, 00-801 Warsaw), listed in the register of business entities of the National Court Register [KRS], held by District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, KRS no. 906424, NIP [*Tax Identification Number*]: 7011044921, REGON [*Statistical Number*]: 389519982, with a share capital of PLN 103,000.00,
2. You can contact the Controller by e-mail to rezerwacje@kasa.skytower.pl or in writing, to the registered address specified in item 1 above.
3. Personal data is provided every time a Client buys a ticket via the Service. Data processed by the Service, i.e. forename, surname and e-mail address are provided voluntarily but the

provision thereof is necessary in order to buy a ticket to the Observation Deck via the Service. When buying a ticket at the ticket office it is not necessary to provide personal data.

4. Client's personal data is processed pursuant to article 6.1(b) of the GDPR, i.e. due to execution and performance of a contract. The processing of Client's personal data is based on the legitimate interests pursued by the Controller (Article 6. 1 (f) of the GDPR). Additionally, Client's personal data may be processed in order to ensure compliance with the Controller's legal obligations, especially ones arising from tax and accounting regulations (article 6.1 (c) of the GDPR).
5. The legitimate interests pursued by the Service Provider, referred to in item 4 are the establishment, investigation or defence of claims (Article 6(1)(f) of the GDPR).
6. Pursuant to GDPR, the data subjects may access their personal data and obtain a copy thereof. They are also entitled to request the rectification of their personal data, its removal, restriction of processing, or transfer.
7. The Client is authorized to object to the processing of his/her personal data for the purposes and on the basis specified above at any time. We will stop processing Clients' data for such purposes unless we are able to demonstrate compelling legitimate grounds for the processing which override the Clients' interests, rights and freedoms, or for the establishment, exercise or defence of legal claims.
8. The Service Provider shall keep the data until the statute of limitations for potential claims has expired.
9. The Service Provider may transfer Clients' personal data to subcontractors for the purpose of performing obligations resulting from rendering the services, including to the operator of the ticket sale system, IT service providers as well as to the Service Provider's affiliates.
10. Clients shall have the right to file a complaint with supervisory authority, i.e. to President of the Personal Data Protection Office.

VII Miscellaneous

1. The Service Provider shall not be liable for the operation of the worldwide web via which the tickets to the Observation Deck are purchased by Clients. The Service Provider shall not be liable for individual computer or terminal device settings and configuration thereof, and for settings or service interruptions occurring at the Internet providers.
2. The Service Provider shall not be liable for tickets damaged or lost by the Client and for deletion of an electronic ticket.
3. The Service Provider may amend the Rules and Regulations in the following cases:
 - a. change of law, decisions or verdicts;
 - b. change in the rules of the Observation Deck operation;
 - c. technical changes related with the Service operation;
 - d. change related with provision of adequate safety and security level;
 - e. amendments to the Rules and Regulations.
4. The amendment shall take effect on the date indicated by the Service Provider, which takes account of the opportunity to familiarise itself with the changes.
5. The Service Provider is not responsible for technical problems preventing the provision of services via the Service due to events beyond the Service Provider's control. The Service Provider reserves the right to technical interruptions in connection with the Service operation.

Appendices:

Appendix 1 - Rules and Regulations for the Use of the Sky Tower Observation Deck in Wrocław

**Appendix 1 to the Rules and Regulations -
Sale of Tickets for the Sky Tower Observation Deck in Wrocław**

Rules and Regulations - Use of the Sky Tower Observation Deck in Wrocław

1. The Observation Deck located on the 49th floor of the Sky Tower Building („Observation Deck”) shall be available to visitors on the terms and conditions set out in these Rules and Regulations (hereinafter referred to as „Rules and Regulations”).
2. Visitors may stay at the Observation Deck only to observe the topography of the area surrounding the Observation Deck and to use the services offered at the Observation Deck.
3. Children under the age of 13 may only enter and stay at the Observation Deck when supervised by adults. Guardians have to supervise the children in their care at all times and are responsible for their safety (in particular, children may only approach glass, mirrors or railings under the direct supervision of an adult supervisor). Parents or legal guardians shall be responsible for any damage caused by minors and shall supervise the children carefully.
4. A maximum of 250 persons may be at the Observation Deck at any one time.
5. No drinks, food, suitcases, rucksacks, large bags, bottles, weapons, flammable materials or any prohibited substances may be brought into the Observation Deck area.
6. Entry to and exit from the Observation Deck is by dedicated lift only.
7. Entry to the Observation Deck is by means of a valid admission ticket. Admission tickets to the Observation Deck can be purchased via <https://bilety.skytower.pl/> or at the ticket office located within the Sky Tower Building on level +1.
8. The ticket office shall be open:
 - from Friday to Saturday from 08:45 a.m. to 8:00 p.m.
 - on Sundays from 08:45 a.m. to 08:00 p.m.
9. No person shall be admitted to the Observation Deck if an employee of the Observation Deck staff suspects that they (a) are intoxicated with alcohol or drugs or (b) their consciousness may be disturbed due to any other circumstances and thus they are likely to disturb order on the Observation Deck area.
10. While at the Observation Deck, it is prohibited to:
 - throw any objects from the Observation Deck,
 - bring in and consume alcoholic beverages; this restriction shall not apply to consumption of alcohol purchased within the area of a bar located at the Observation Deck (during its opening hours)
 - carry and use intoxicants,
 - smoke cigarettes and tobacco products, use electronic cigarettes and other similar materials/measures,
 - leave any items unattended,
 - litter or otherwise pollute the Observation Deck area,
 - bring in animals, with the exception of guide dogs,
 - make noise (in particular play any content in public or shout any slogans)
 - damage parts of the Observation Deck and its equipment,
 - affix inscriptions, pictures or any other content to any elements of the Observation Deck and its equipment,
 - enter any areas where access is prohibited.
11. Entry to the Observation Deck is permitted for organised groups of schoolchildren and young people if there is one guardian for every 15 participants in the group, who shall be responsible for their charges at all times while on Observation Deck.
12. Organisers of school trips shall comply with the provisions of the Regulation of the Minister of National Education and Sport of 31 December 2002 on safety and hygiene in public and non-public schools and establishments, in particular § 32-33 of the Regulation.

13. Visitors to the Observation Deck must strictly adhere to the instructions and remarks of Observation Deck staff, as well as to the instructions provided to visitors, in particular to the content of graphic signs and text or sound information directed at visitors to the Observation Deck.
14. The staff of the Observation Deck have the right to eject visitors from the Observation Deck if they breach the law, the rules of social co-existence, the provisions of these Rules and Regulations or other instructions made available to visitors, or if they fail to comply with the instructions or remarks of the staff of the Observation Deck, in particular if by their actions they pose a danger to themselves or other visitors to the Observation Deck, with no obligation to refund the cost of admission to the Observation Deck to such a visitor.
15. The owner of the Observation Deck, i.e. Olimp Investment sp. z o.o. with its registered office in Warsaw, is not liable for damage to persons or property resulting from violation of the law, principles of social co-existence, these Rules and Regulations or other instructions made available to visitors or failure to follow instructions or remarks of Observation Deck staff by visitors. The owner of the Observation Deck shall be liable for damage caused intentionally.
16. The Observation Deck shall be open to visitors during the following hours:
 - Monday to Friday from 09:00 a.m. to 08:30 p.m.
 - Saturdays and Sundays from 09:00 a.m. to 08:30 p.m.
 - on public holidays the operating hours of the Observation Deck may vary.
17. On weekdays, as well as on Saturdays and Sundays after 9:00 p.m., the area of the Observation Deck may be made available by an entity which operates a bar/café within the area of the Observation Deck, according to the rules indicated by this entity. The bar on the area of the Observation Deck is run by KPK INVESTMENTS sp. z o.o. with its registered office in Wrocław, Pl. Solny 15, 50-062, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 1076226, NIP: 8971931231, REGON: 527228910, with a share capital of PLN 5,000, which is also responsible for managing this area after 9:00 p.m.
18. The owner of the Observation Deck reserves the right to change the days on which the Observation Deck is open to the public, and the visiting hours. The Observation Deck may be excluded from general use, in particular in connection with closed events, or for maintenance or repairs.
19. In the event of a change in the days or times at which the Observation Deck is open to visitors (particularly for technical or other reasons indicated by the owner of the Observation Deck), persons who have already purchased admission tickets shall (subject to availability) be offered an alternative date of admission to the Observation Deck, and if no alternative date can be indicated, the cost of unused admission tickets to the Observation Deck will be refunded. If this is the case, please contact the owner of the View Terrace by email: rezerwacje@kasa.skytower.pl.
20. The owner of the Observation Deck reserves the right to close the outdoor section of the Observation Deck in the event of adverse weather conditions; in such case, the remaining area of the Observation Deck shall be available and the Client shall not be entitled to a refund of admission tickets purchased.
21. The owner of the Observation Deck shall not be liable for poor visibility resulting from adverse weather conditions.
22. The Observation Deck is covered by CCTV monitoring system 24 hours a day. Information on the processing of personal data within the scope of the CCTV monitoring can be found in the ticket office.
23. These Rules and Regulations shall apply to all visitors to the Observation Deck.
24. In addition to these Rules and Regulations, the provisions of the Rules and Regulations for the sale of tickets to the Observation Deck at the Sky Tower Building in Wrocław shall apply accordingly.