### **WROCLAW AQUAPARK STATUTE**

(Consolidated text)

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#### § 1. GENERAL PROVISIONS

- 1. The statute of the Wrocław Aquapark serves to maintain safety, order and cleanliness in the Wrocław Aquapark and applies to all customers present on its premises. The opening hours are specified in the current Wrocław Aquapark offer.
- 2. The entity managing the property located at ul. Borowska 99 in Wrocław (hereinafter referred to as the Object, the Facility, or Wrocław Aquapark) is Wrocławski Park Wodny S.A. with its registered office in Wrocław (hereinafter also referred to as WPW S.A. or the Administrator).
- 3. By Wrocław Aquapark it is understood to mean the building and the adjacent outdoor areas (including parking) administrated by Wrocławski Park Wodny S.A. Inside the building there are Zones, i.e. separate parts of the Object with its own offer and price list: Recreational Zone, Sports Pool Zone, Saunarium (Saunarium Zone) and Fitness Zone (hereinafter referred to as the Zone or Zones).

# § 2. PAYMENT RULES

- 1. In order to use the services of Wrocław Aquapark, you must purchase a ticket, have a valid pass, or have an entry card accepted by Wrocław Aquapark, according to the current information available at the entrance ticket offices. You can purchase it personally at the Object's ticket offices or through the Online Shop (https://sklep.aquapark.wroc.pl) or the Internet Platform (https://zapisy.aquapark.wroc.pl/).
- 2. The current offer of Wrocław Aquapark along with the price list is available at the entrance ticket offices of each Zone and on the WPW S.A. website. Information about the availability of individual Zones and attractions is located at the entrance ticket office and on the website.
- 3. The fee for the selected offer is collected in advance according to the current price list before entering the area of the given Zone; in case of exceeding the declared time of stay in the Zones, the Customer is obliged to pay an additional fee according to the applicable price list.
- 4. The Customer is obliged to keep the receipt or other proof of ticket purchase from the moment of its issuance at the ticket office until the moment of leaving the Object. The receipt or other proof received at the ticket office enables the verification of the customer's actual debt and allows to avoid paying the amount corresponding to the limit set on the transponder in case of its loss by the Customer.
- 5. Rules determining the eligibility for using reduced and free tickets:
- a) Reduced tickets are available (according to the price list) for:
- children under 13 years of age;
- youth under 18 years of age;
- persons over 60 years of age;
- persons with disabilities.
- b) A free ticket is available (applies only to individual tickets) for:
- children under 3 years of age (max. 2 children under the care of 1 adult);
- assistants of persons with disabilities who have been declared with a significant degree of disability (formerly: First group of disabled persons) or who have been declared to require care. In order to use the above concessions, you must present the relevant document at the ticket office (school ID, ID card, and in the case of persons with disabilities a disability ID card with a statement of disability or that the person requires care). Only an adult person can be the caretaker of a person with a disability.
  - 6. Upon payment, the Customer receives a transponder (data carrier) with an internal money limit depending on the selected offer. The limit is specified in the currently applicable price lists. The transponder allows the use of additionally paid attractions and services, as well

- as serves as a lock for the clothing locker. The Customer is responsible for taking care of the transponder received at the entrance.
- 7. The customer is obliged to attach the transponder to the wrist in a way that prevents its loss, wear it this way for the entire time of their stay at the Wrocław Aquapark, and show it at the request of the Wrocław Aquapark staff. A customer's exit outside of the ticket office line means that their stay at the Wrocław Aquapark must be financially settled and re-entry to the facility with the same transponder is not possible. Information terminals located in the Object allow to check the current state of the spending limit on a given transponder. Every case of losing the transponder or the key to the locker deposit must be immediately reported to the ticket office staff of the appropriate Zone. In such a case, a fee equal to the customer's actual debt is charged, which can be determined based on the receipt issued to the customer or other confirmation of ticket purchase. If the customer does not show the receipt or other confirmation of ticket purchase, which enables verification of the customer's actual debt, or if it is not possible to prove the customer's actual debt in any other way, the customer is charged a fee equal to the limit appropriate to the current offer and customer age category. The cost of the lost transponder is added to the amount of debt: 80 PLN in the case of the customer proving the value of their actual debt, or 500 PLN in the case of the customer's inability to prove the value of their actual debt; or the cost of the locker deposit key in the amount of 60 PLN, unless the customer is not responsible for their loss. The customer may apply for a refund of the difference between the fees charged from them and the actual amount of debt read from the transponder, if they provide the found transponder or locker deposit key to the Information Point and submit a receipt as confirmation of payment of the fee described above. In order to assign the found transponder to the customer, the customer should provide as detailed information as possible about the description of the event along with information that allows contact with the customer.
- 8. In case of the failure to return the property borrowed to the Client by Wrocław Aquapark, a fee equal to the deposit will be charged, unless the Client is not responsible for its loss.
- 9. It is forbidden to transfer or lend the transponder to third parties.
- 10. Payment for services purchased within the Object, including gastronomy, takes place at the exit from the Zones, after returning the transponder to the ticket office.
- 11. In the case of special events, the Client is obliged to have a dedicated ticket in the form of a voucher in place at the time of entry, entitling the use of the aforementioned events. In case of the absence of the aforementioned ticket, the Administrator reserves the right to refuse entry to the zone if the event regulations require the Client to have a dedicated

ticket.

12. In the case of special events, the Client is obliged to have a dedicated ticket in the form of a voucher in place at the time of entry, entitling the use of the aforementioned events. In case of the absence of the aforementioned ticket, the Administrator of the Object reserves the right to refuse entry to the zone if the event regulations require the Client to have a dedicated ticket.

### § 3. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS

- 1. Each of the individual Zones and selected attractions and facilities have their own instructions and rules for use that are available inside the Zone or in a visible location near the attraction or facility. All instructions and rules for use are also available on the Wrocław Aquapark website.
- 2. Information on water quality parameters in the Recreational Zone Pools, the Sports Pool Zone, and the Saunarium Zone is available in the Sauna Bar and changing rooms of each zone.
- 3. Before entering the Wrocław Aquapark and it's Zones, using attractions, or services, as well as using the parking lot, the Client is obligated to familiarize themselves with their statutes and internal instructions, and upon entering the Facility, confirms that they have familiarized themselves with them and undertakes to comply with their provisions.
- 4. The following people may not enter the Wrocław Aquapark:
- a) those whose behaviour indicates that they are under the influence of alcohol or drugs, psychotropics, or other intoxicating substances;
- b) those who disturb public order, moral principles, or pose a risk to themselves or others;
- c) those who behave aggressively;
- d) those who have been previously banned from entering the Water Park;
- e) below the age of 13 unless they are under the care of a parent or other legal guardian.
- 5. Clients are also obligated to comply with prohibitions and orders in the form of signs and boards placed on the Object, as well as the instructions of the Wrocław Aquapark staff.
- 6. Failure to comply with the provisions of the regulations, internal instructions, prohibitions and obligations as well as safety rules may result in accidents, impose liability as provided for in this statute and in the commonly applicable law regulations.
- 7. Before using the services and attractions of the Object, the Customer is obliged to leave their clothing and other property in a effectively and properly locked locker, in accordance with the instructions posted on each locker. Valuable items should be stored in deposit lockers; in other cases, Wrocław Aquapark is not responsible for items left by the customer in other publicly accessible, unsecured locations; these places are intended for items to be placed under the customer's supervision.
- 8. Before using the attractions of the Sports Pool Zone, Recreational Zone, and Saunarium Zone, the Customer is obliged to use showers.
- 9. People with a tendency to muscle cramps, fainting, epileptic seizures, heart disease, and those suffering from infectious skin diseases are required to inform the staff of their ailments before using the attractions of each Zone and to remain under the supervision of a caregiver. Violation of this obligation may result in the person with the aforementioned tendencies being charged with all costs associated with providing assistance that are incurred by WPW S.A.
- 10. All customers are prohibited from engaging in activities that threaten the maintenance of security, peace and order. These include, in particular:
  - a) using the services and offerings after consuming alcohol, drugs or other similar substances, and bringing them onto the premises of the Object. Upon request, the Wrocław

Aquapark staff will provide the opportunity to measure sobriety;

- b) consuming alcohol outside the designated food and beverage points within the Wrocław Aquapark in the Saunarium Zone, in the Recreational Zone and in the restaurant in the main hall. After consuming alcohol, using the attractions of the Facility is prohibited (applies to all zones). The Wrocław Aquapark staff has the right to refuse to sell alcohol to customers whose state indicates the consumption of excessive alcohol, to minors and to customers who are aggressive or vulgar;
- c) bringing food or drinks onto the internal zones, except cases where permission is granted by the Object staff. Bringing your own food and drinks into the Wrocław Aquapark is prohibited;
- d) consuming food or drinks purchased at the Wrocław Aquapark outside the designated areas;
- e) bringing food storage devices, especially tourist refrigerators, except cases where permission is granted by the Facility staff;
- f) smoking tobacco, e-cigarettes except in designated areas;
- g) bringing in animals;
- h) being in areas restricted from general access;
- i) damaging, dirtying, and removing any signs, information, and equipment, including rescue equipment;
- j) bringing any dangerous items outside the changing room Zone, in particular: glass containers, pressurized containers (including deodorants, hair sprays, etc.), knives, and other sharp objects; these items should be left in the lockers or deposit lockers;
- k) bringing any weapons onto the premises of the Wrocław Aquapark;
- I) running;
- f) pollution of water in any way;
- m) using equipment and facilities of the Object for other purposes than intended or using equipment and facilities of the Object damaged, technically faulty or inactive. In case of incorrect use, damage or removal of devices from the current location, the customer is responsible for any damage caused;
- n) breaking the instructions for using attractions, equipment and statutes of the Zones;
- o) engaging in behaviours that can embarrass others, particularly sexual intercourse and other acts that may be considered obscene;
- p) rearranging and placing sun loungers, umbrellas, chairs or other equipment in a way that interferes with communication on the premises of the Object, in particular blocking emergency exits, placing such equipment inside the pool areas or within 2 m of them;
- r) Using mobile phones and all image and sound recording devices is prohibited in the Saunarium Zone. Filming and photography for purposes other than private is prohibited in other areas of Wrocław Aquapark;
- s) conducting any activity such as commercial activity, marketing and service activities, without written permission from the Manager, is prohibited on the premises of Wrocław Aquapark. It includes activities such as training and lessons or instruction, distribution of flyers, sale of goods, offering and performing services.
- 11. Any breach of the above provisions may result in the need for the Customer to leave the Wrocław Aquapark without a refund of the ticket price paid. The customer is obliged to report to the Wrocław Aquapark staff any defects noticed during the stay on the premises.
- 12. The customer or his guardian is obliged to immediately report to the Wrocław Aquapark staff or lifeguards any event resulting in bodily injury. A Protocol of Assistance Provided will be prepared from the assistance provided.
- 13. The customer is obliged to use all the equipment of the Wrocław Aquapark with due caution.
- 14. The organizer of a group, who is not a consumer, is also responsible for the consequences of the behaviour of the group members.

- 15. The customer is obliged to hand over to the staff of the Wrocław Aquapark any objects found and not belonging to him.
- 16. The customer is obliged to immediately inform the staff of the Wrocław Aquapark of any situations constituting a threat to persons staying in the Wrocław Aquapark.
- 17. The customer should remember that there is a high risk of slipping on the premises of the Wrocław Aquapark.
- 18. Every customer is obliged to consider the high risk of accidents on wet surfaces, in particular, customers should have increased attention in areas located near pools and slides. For these reasons, it is recommended to use anti-slip flip-flops while moving around the Wrocław Aquapark.
- 19. Customers are obliged to use flip-flops/footwear with anti-slip properties on dry and wet surfaces in restaurants.
- 20. Customers with loose hair should not use pools and slides. In such cases, wearing a swim cap or tying hair is recommended.
- 21. In case of improper use, damage or removal of equipment belonging to WPW S.A. from its current location, the customer is responsible for the losses incurred, unless he is not at fault.
- 22. The use of outdoor pools in bad weather (such as thunderstorms, strong winds, heavy rain, hail and other atmospheric phenomena) is prohibited.
- 23. The Recreational Zone, Saunarium Zone, Sports Pool Zone, and Fitness Zone must be left no later than 20 minutes before the Facility closes, regardless of the time of entry, and the customers should head to the changing room.
- 24. Complaints/requests/opinions should be submitted by e-mail, through the contact form available on the website <a href="www.aquapark.wroc.pl">www.aquapark.wroc.pl</a>. A response will be sent within 14 days from the date of receipt of the complaint/request/opinion.

# § 4. ENTITLEMENTS OF THE WROCŁAW AQUAPARK ADMINISTRATOR

- 1. The administrator of Wrocław Aquapark or persons authorized by him/her have the right to refuse entry to or remove from the premises individuals described in paragraph 4 of §3, persons whose behaviour indicates that they are under the influence of alcohol or drugs, violate public order or basic politeness, pose a threat to themselves or others, and also do not comply with the provisions of statutes, regulations, instructions as well as signs on the premises of Wrocław Aquapark, or the instructions of the staff. The aforementioned behaviour may result in taking other appropriate measures provided for by law.
- 2. Individuals who have violated the provisions of this Statute or other instructions may be subject to a temporary or permanent ban on entry to Wrocław Aquapark. The imposition of such a ban will be preceded by a warning issued by the staff of Wrocław Aquapark, and its introduction will result in a refusal of a refund by Wrocław Aquapark.
- 3. The administrator takes due care to maintain Wrocław Aquapark, its attractions, and the equipment provided for their safe use.
- 4. Authorized representatives of Wrocław Aquapark may, for important reasons, particularly in the case of overcrowding in the Zones and safety risks, introduce restrictions on the use of the Object, its Zones or individual attractions. Information about unavailable attractions can be found at the ticket booths and on the website <a href="www.aquapark.wroc.pl">www.aquapark.wroc.pl</a> in the "News" tab. Wrocław Aquapark reserves the right to organize additional events and attractions, which may result in a limitation in the use of the current offer.
- 5. The staff of Wrocław Aquapark have the so-called right of the Facility host. Individuals present on the premises of the Facility are obliged to obey the instructions and orders of the staff of Wrocław Aquapark.

- 6. The Facility is monitored in order to improve the safety of customers. By entering the premises of the Facility, the Customer agrees to the monitoring of their stay at Wrocław Aquapark and the use of the materials thus produced in matters of dispute, e.g. regarding the purchase of products and services, and compliance of the customer's behaviour with this Statute. Monitoring is conducted in a manner that does not infringe on the personal rights of Customers and is made available to authorities and institutions in accordance with applicable laws and regulations.
- 7. Temperature in certain places at the Object is:

Sports pool (water)	28° C
Recreational swimming pool (water)	29º C
Wave pool (water)	30° C
Outdoor pools (water)	29º C
Wading pools (water)	32 <sup>0</sup> C
Jacuzzi (water)	34° C
Swimming hall	28° C
Changing rooms and fitness areas	24º C

The administrator informs that in all the water areas and halls it is acceptable for the temperature to be lower or higher than expected by 1,5°C.

#### § 5. DETAILED INFORMATION AND RULES FOR USING THE RECREATION ZONE

- 1. The Recreational Zone of Wrocław Aquapark features attractions such as the Children's Bay, Children's Wading Pool with a slide, Wave Pool with a Family Slide, four Jacuzzis, Halodarium, a Tepidarium, Lazy River, outdoor pools: Recreational and Saline, Recreational Swimming Pool, as well as an outdoor Playground and a Summer Outdoor Pool and a Summer Children's Pool available during the summer season.
- 2. There are 3 zones of depth in the pool basins, and the physical activity should be adjusted accordingly depending on swimming abilities:
- a) a wading zone depth up to 0.4 m this is a pool for children, the summer children's pool and part of the Children's Bay as indicated;
- b) a non-swimmers zone up to 1.2 m this is a properly marked part of the Wave Pool and Children's Bay, as well as the Lazy River;
- c) a swimmers zone above 1.2 m marked part of the Wave Pool, outdoor pools Recreational and Saline, Recreational Swimming Pool, Sports Pool, Summer Outdoor Pool and water slides, except for the Family Slide and slide at the Children's Pool.
- 3. The following sound signals used by lifeguards apply within the recreational zone of Wrocław Aquapark:
- a) a series of short sound signals (whistle) ALARM calling for the immediate evacuation of the pool by all users and to obey further instructions from the lifeguards or staff of Wrocław Aquapark;
- b) a long sound signal (whistle) end of the session or facility's operation an order to immediately leave the water;
- c) a short sound signal (whistle) an order to pay attention to the lifeguard and/or staff message.

- 4. All pools at Wrocław Aquapark are under the supervision of lifeguards. Water attractions are supervised by lifeguards, assistant lifeguards, and animators. The caretakers are responsible for the direct supervision and care of children.
- 5. Before entering the Recreational Zone, customers are required to change into clean, changeable swimwear (with full body coverage swimwear allowed) and flip-flops with antislip properties on dry and wet surfaces.
- 6. It is prohibited to perform activities that jeopardize the safety, peace, and order as stated in point 8 of § 3, as well as:
  - Jumping into pools, except with prior consent from the lifeguard;
  - Hanging on ladders, bars, ropes, and other devices and equipment in Wrocław Aquapark not intended for this purpose;
  - Swimming underwater and diving under water slide outlets;
  - Pushing or throwing other people into the pool;
  - Bringing baby strollers onto the pool hall premises, they are supposed to be left in the designated area in the main locker room;
  - Bringing and using personal sports and recreational equipment without the consent of Wrocław Aquapark employees;
  - Staying in the pools during thunderstorms;
- letting children under 12 years old swim in the wave pool without adult supervision or use of sports equipment (e.g. boards, armbands, rings, etc.);
- diving and approaching the pool walls when the wave is active are also prohibited
- 7. Only healthy, fully mobile, and able to swim individuals may use the water slides. An exception is the family slide and children's slide, which can be used by non-swimming children under adult supervision.
- 8. We distinguish slides of 3 levels of difficulty and age, health and weight restrictions:
  - a) easy level Family Slide and Children's Slide in the Kids' Pool;
  - b) medium level Black Hole slide (available for people over 120 cm tall) and Magic Eye slide (available for people over 120 cm tall, entry only with a pontoon); WrocLove (available for people over 120 cm tall);
  - c) difficult level Turbo slide (available for people over 150 cm tall and weighing less than 120 kg).
- 9. Customers are obliged to use the slides in the following way:
  - a) calmly enter the starting platform, check if there is water in the tube (dry slide is prohibited), take the proper sliding position (sit with legs facing forward or lie on your back with legs facing forward), the slide should be performed individually (except for the family slide), in a lying, on your back or semi-sitting position, and in the case of the Magic Eye slide using a pontoon;
  - b) on Turbo, Black Hole, and WrocLove slides, starting to slide is allowed only after the green light is on; the red light means an absolute prohibition from sliding;
  - c) on the Magic Eye slide, starting to slide is allowed when the previous slider disappears from the field of view of the next slider you must wait at least 30 seconds (the rule of maintaining a safe distance between sliders);
  - d) on the Family and Children's slides, starting to slide is allowed after the previous slider has left the visible landing zone from above;
  - e) after taking the correct position, you should push yourself away from the side walls of the water slide or the starting bar and slide freely without stopping (stopping inside the slide tube is strictly prohibited);

- f) during sliding on the Magic Eye and Black Hole slides, you should observe the part of the tube in front of your feet, in case of meeting the previous slider, you can brake and avoid a possible collision;
- g) after sliding into the landing area, you should leave it immediately.
- 10. People using the water slides must not create situations that pose a danger to themselves or other people using the water slides, in particular:
  - a) running on the stairs of the water slide tower, pushing on the starting platform, and forcing other users to go down;
  - b) using the water slides in the event of a malfunction of the traffic lights, water slide trough or other technical defects, or lack of water in the water slide;
  - c) going down the water slide in groups;
  - d) going down the water slide in a position other than half-seated or lying on your back with your feet facing the direction of sliding down;
  - e) running into the water slide to increase the speed of the descent;
  - f) using swimming boards, lifebuoys, or any other objects other than Magic Eye floats for the descent.
- 11. When using the attractions, especially the water slides, there may be a risk of breaking or damaging corrective glasses. It is recommended to remove corrective glasses, swimming goggles, diving masks, watches, necklaces, earrings, and other similar objects that may cause injury or damage to the water slide trough before using the attraction. In the event of damage to the water slide trough, the customer is obliged to inform the lifeguard about the incident.
- 12. The use of the outdoor Playground is free of charge and allowed for children up to the age of 12, who are obliged to follow the rules of safe use of the attractions:
  - a) It is forbidden to engage in behaviours that may pose a risk of falling, injury or other harm to the child, their legal representative or guardian;
  - b) It is forbidden to bring potentially dangerous items onto the Playground, which may cause injury or other harm to health;
  - c) Eating, chewing gum, and drinking during play is prohibited it can cause choking;
  - d) It is forbidden to use the equipment of the playground in a manner contrary to its intended purpose.
- 13. Entry to the Tepidarium and Halodarium is allowed only for persons over 16 years of age. The use of both of the above-mentioned attractions is permitted only in swimwear as defined in point 5 of §5 of this Statute. Admission to the Tepidarium and Halodarium is prohibited for persons referred to in point 1 of §7.

## § 6. DETAILED INFORMATION AND RULES FOR USING THE SPORTS POOL ZONE

- 1. Entry to the sports pool is allowed for persons over 5 years of age (however, children between 5 and 12 years of age may only be on the premises under the supervision of an adult or an instructor conducting classes) and for persons who can swim (able to swim at least one length of the pool without assistance) or participating in physical activities. Swimming can be started at any time.
- 2. The rule of right-hand traffic applies in the sports pool.
- 3. Reservation of a lane in the sports pool can be made by entering into a prior agreement with Wrocław Aquapark, individuals not covered by the reservation are not entitled to use the reserved lane. Information about reservations for the sports pool lanes is available at the sports pool cash desk, by telephone or on the Wrocław Aquapark website.

#### § 7. DETAILED INFORMATION AND RULES FOR USING THE SAUNARIUM ZONE

- 1. The use of the Saunarium Zone is only allowed for persons over 18 years of age and healthy individuals. By entering the Saunarium Zone, the client confirms that their health condition allows them to use this form of recreation. Access to saunas is prohibited, in particular, for individuals with:
- a) infectious skin diseases;
- b) septic infections;
- c) acute viral (e.g. flu) or bacterial infections;
- d) acute inflammatory conditions of internal organs;
- e) tuberculosis;
- f) inflammatory heart conditions;
- g) the state of imminent myocardial infarction;
- h) symptoms of decompression sickness;
- i) diseases that manifest with sudden attacks, such as epilepsy;
- j) within the first three months after a stroke;
- k) inflammation of veins;
- I) severe vegetative disorders of the central nervous system, with serious circulatory disorders;
- ł) inflammatory and not fully treated skin diseases and eczemas.

NOTE: Women during menstruation and pregnant women should not use saunas and steam baths, as it poses a risk to their health.

- 2. Each client using the Saunarium Zone must have flip-flops, as well as a towel and a bathrobe or two towels, or a pareo. The Saunarium Zone is a zone where it is recommended to be without bathing suits. This means that people entering this area should take off their bathing suits and be prepared for the possibility that naked or incompletely dressed people may use this area. Clients are obliged to use the sauna without bathing suits.
- 3. Clients should be aware that there will be naked or incompletely dressed people in the Saunarium Zone. However, this does not mean that the client has the right to be naked when moving around the entire zone. When moving around the Saunarium Zone, after thermal baths or sauna sessions, including the required cooling phase, the client is required to wear a bathrobe or towel.
- 4. The use of mobile phones and other recording devices is prohibited throughout the entire Saunarium Zone. It is also forbidden to bring books, e-book readers, bottles, etc. into sauna cabins. Flip-flops and bathrobes should be left outside the sauna cabin. In saunas, for hygiene reasons, the whole body, including the feet, should be on a towel so that no part of the body touches the wooden benches.
- 5. The use of the cooling pool, Thalasso, and Jacuzzi under the Stars is only allowed while naked. It is forbidden to enter the pools wearing bathing suits, towels, cotton covers, pareo, etc.
- 6. Clients of the Saunarium Zone are prohibited from pouring water on the temperature sensor in the steam room, which may result in its damage and temporary shutdown of the steam room. Violation of this prohibition will result in the imposition of a disciplinary fine of 5,000 PLN.
  - In saunas, the use of scrubs, masks, and other cosmetics is prohibited, except during sessions organized by the Saunarium Zone staff.
- 7. The Saunarium Zone is a quiet area. Clients are obliged to behave in a quiet manner, loud

- conversations, shouting, and other behaviours that disturb the peace of other clients are prohibited.
- 8. Only Wrocław Aquapark employees are allowed to operate saunas and the equipment inside. It is forbidden to use any personal liquids, essences, oils or other substances for steam baths or saunas, as well as to touch the heat supply installation. It is also forbidden to place any items (such as towels, coats, and bath sheets) near or on the stove, and to perform massages using brushes.
- 9. Shelves located in the Saunarium Zone are not intended for storing any items other than swimwear, and WPW S.A. is not responsible for the loss or damage of items left on the shelves in violation of this provision.
- 10. After using the sauna, it is recommended to use the showers in the Cooling Room or Cold Water Room or to take a bath in the pool (before using the pool, it is necessary to use the showers).
- 11. Clients are required to leave the sauna 10 minutes before each scent ceremony to allow the Saunarium staff to prepare it. Leaving towels, bathrobes, etc. to reserve a spot during the scent ceremony is prohibited. Participation in the ceremony depends on the order of entry.
- 12. For hygiene and aesthetic reasons, the use of the Saunarium bar is only allowed in appropriate attire (such as a bathrobe, towel).
- 13. For safety reasons, it is prohibited to take the equipment, packaging, and glassware from the bar area outside of the Saunarium zone. Any incidents of broken glass should be reported immediately to the staff of Wrocław Aquapark.
- 14. The use of the steam sauna is allowed only while naked. It is prohibited to stay in the steam sauna while wearing swimwear, a towel, cotton clothing, pareo, etc.
- 15. Entrance to aroma ceremonies is possible 2 minutes before the ceremony. Please do not occupy the lower benches during aroma ceremonies.
- 16. The queue of people waiting for the ceremony should be formed outside of the sauna.
- 17. It is prohibited to stay in the sauna anterooms during sauna preparation for the ceremony.
- 18. The queue of people waiting for the Korkea sauna should be formed outside of the building due to the passage of traffic.
- 19. The client should not leave their belongings on a lounger that they are not using. In this case, the interested client has the right to remove the belongings of another client from the lounger and place them nearby.
- 20. Wrocław Aquapark introduces "Women's Tuesdays" in the Saunarium Zone. They apply only to the Sauna Village.
- 21. Rules for participation in scent ceremonies and special sessions:
  - a) The special session is an additional fee for everyone (price: 25 PLN). The special session is limited to 15 people.
  - b) A client who wants to participate in ceremonies at the following hours: 10:00, 11:00, 13:00, 14:00, 15:00, 16:00, 19:00, 21:00, 22:00, is required to pick up or purchase a

wristband at the Sauna Bar. Ceremonies are an additional fee of 10 PLN for everyone, except VIP pass holders and all-day tickets. The wristband can be picked up or purchased no earlier than 30 minutes and no later than 10 minutes before the ceremony. It is not possible to obtain several wristbands for ceremonies with a longer lead time.

- c) One person can pick up only one wristband.
- d) Wristbands are not required for ceremonies at 12:00, 17:00, 18:00, 20:00, and 21:30; the order of entry determines the participants.
- e) Please do not sit on the lowest bench in the sauna to maintain a safe distance from the sauna master.
- f) Wrocław Aquapark reserves the right to introduce any changes to the schedule.

#### § 8. DETAILED INFORMATION AND RULES FOR USING THE FITNESS ZONE

- 1. The use of the Fitness Zone is permitted for individuals above 16 years of age. Individuals between 16 and 18 years of age may only be present in the zone under the supervision of an adult. An exception to this rule is organized classes for children, which individuals above 4 years of age may attend, while being accompanied by an authorized person and with written consent from a parent or guardian.
- 2. The customer is required to wear clean and appropriate sports clothing, as well as sports shoes with anti-slip soles, in the Fitness Zone. In rooms such as bathrooms and shower rooms, bathing shoes with rubber, anti-slip soles are also required. Some classes may require participation without shoes or with special shoes, as determined by the staff of the Wrocław Aquapark.
- 3. For hygiene reasons, customers are required to have and use their own towel in the Fitness Zone, which should be placed on the equipment they are using.
- 4. Customers are obligated to use the premises, equipment and devices made available in the Fitness Zone in a manner consistent with their intended use, instructions, and Wrocław Aquapark's service recommendations. Wrocław Aquapark is not responsible for any damages caused by the customer's actions and fault, particularly resulting from the use of equipment in a manner inconsistent with its intended use, including using equipment in a manner inconsistent with the operating instructions or recommendations of the Fitness Zone staff.
- 5. The customer is obligated to adjust the loads to their abilities, and in the event of a lack of knowledge regarding their capabilities, is obligated to inform the staff and seek assistance from an instructor or trainer.
- 6. The Fitness Zone staff does not have medical qualifications. Before starting to exercise, if the customer has any doubts about their physical fitness or ability to perform physical exercises, they should seek medical advice.
- 7. Participation in group classes led by trainers and instructors employed by WPW S.A. is determined by the order of applications or entry into classes. Wrocław Aquapark allows for the possibility of early booking of participation only in the case of selected classes. Information about classes that require booking will be provided on the website www.aquapark.wroc.pl
- 8. Wrocław Aquapark reserves the right to change the start and end times of group classes, change the type of classes or instructor, cancel group classes in emergency situations or in case of changes in the schedule, and the right to cancel group classes if the number of people in these classes is less than three.

- 9. Pro-health group classes have a preventive character and they are not medical consultations.
- 10. It is prohibited to join the group after 3 minutes from the start of the class unless the trainer or instructor agrees. For safety reasons, the instructor may ask the customer to leave the room due to delays or lack of space.
- 11. The customer attending group classes for the first time is obliged to inform the instructor leading the class about that before the start of the group classes.
- 12. The customer using group classes is obliged to inform the instructor leading the class about any health issues such as feeling unwell, injuries, pregnancy, and any serious health problems.
- 13. Staying inside rooms dedicated solely to group classes is allowed only under the supervision or with the consent of the staff of Wrocław Aquapark.
- 14. Only trainers employed by WPW S.A. are authorized to conduct personal training sessions in the Fitness Zone. The term "personal training" refers to a service that includes:
  - a) Individual supervision by a personal trainer during the training session;
  - b) Development of a training plan (set of exercises for the client for the duration of the training);
  - c) Monitoring of training results (training results table, measurement card, measurement of tissue components);
  - d) Preparation of dietary recommendations.
- 15. The client sets the dates for personal training sessions with the selected trainer from those indicated on the Wrocław Aquapark website. The client may cancel the scheduled session with at least 24 hours' notice. A personal training session cancelled less than 24 hours before its scheduled start time is considered to have been conducted.
- 16. If the client is late for the scheduled personal training session, the duration of the personal training session is reduced by the client's delay time.
- 17. If the trainer is late for the scheduled personal training session, the planned personal training session is conducted in full or, at the client's choice, at another agreed-upon time.
- 18. It is prohibited to transfer personal passes to third parties.
- 19. Booking a room for organized activities can be made by signing an appropriate agreement with WPW S.A. Individuals who are not covered by the reservation are not allowed to use the reserved room.
- 20. The use of magnesium, chalk, and other substances that increase friction or improve grip is prohibited on the premises of the Fitness Zone. The exception is organized activities during which only the instructor can decide on the need for their use.
- 21. Only the staff of Wrocław Aquapark are authorized to control the audio equipment, air conditioning, and lighting in the Fitness Zone.
- 22. The opening or closing of doors and windows is decided solely by the staff of Wrocław Aquapark.
- 23. Clients are obliged to end their training immediately after the announcement: "In 15 minutes, the fitness zone will be closed. Please proceed to the changing rooms."

#### § 9. DETAILED INFORMATION AND RULES FOR USING ALL ZONES

- 1. The service, cleaning, and performing of scent ceremonies and other additional services are provided by female and male employees regardless of the zone or day of the week.
- 2. It is prohibited to bring larger bags into the Aquapark than those that fit in a locker. It is also forbidden to move around with bags in the zones. Luggage should be left in the locker.
- 3. It is forbidden to leave towels and personal belongings on sunbeds.
- 4. The staff is not allowed to move customers' personal belongings.
- 5. The cashiers are not allowed to keep customers' private belongings at the cash desk. An exception is lost and found items brought by users of Wrocław Aquapark and delivered to the main cash desk.
- 6. Items found on the premises of Wrocław Aquapark are kept in designated locations as follows:
  - a) Textiles, flip-flops, towels, lost swimming goggles, books, hats, clothing, footwear, etc. are kept for a period of 24 hours from the day of discovery at the Saunarium cash desk. b) Valuable items jewellery, wallets, documents, electronic devices, etc. are kept in a safe for 30 days. After 30 days, all lost documents are sent to the issuing authority, and other items are sent to the ZDiUM (Zarząd Dróg i Utrzymania Miasta, eng.: Roads and City Maintenance Authority) facility in Wrocław.
- 7. The cash desk staff is not authorized to keep customers' private belongings at the cash desk. The exception is lost items found by users of Wrocław Aquapark and delivered to the main cash desk.

#### § 10. DETAILED INFORMATION AND RULES FOR USING BY SCHOOL GROUPS

- 1. The minimum number of children in a school group is 15, up to the age of 14.
- 2. The price of one entry for an organized group includes admission for one supervisor/group leader for every 15 people in the group.
- 3. The supervisor/group leader is responsible for familiarizing the members of the group with the Statute of Wrocław Aquapark and all internal regulations. The supervisor/group leader is obligated to constantly monitor the group under their care and ensure that they adhere to the rules and regulations in force at Wrocław Aquapark.
- 4. Supervisors of school groups must wear swimwear or sports attire.
- 5. Group entry tickets are available throughout the year except during the winter holidays and summer vacation periods.

# § 11. RULES FOR USING THE AQUACARD SYSTEM PASS

1.A Name Pass (bound to a person's name) is a monthly, three-month or yearly pass that is dedicated to one customer (it cannot be transferred to another person) and is valid from the day of purchase. The total length of stay in the facility is:

- the entire day in the case of the VIP Pass,
- the entire day in the case of the two-zone pass,

- 2 hours for all other Name Passes,
- with the reservation that the presence at the Sports Pool is limited to 80 minutes.
- 2. The condition for using a service recorded on the Name Pass is to present an identity document with a photo at the cash desk.
- 3. The VIP Pass is intended for persons over 18 years of age.
- 4. The VIP Pass allows you to use the facility once a day.
- 5. Wrocław Aquapark informs that there may be restrictions due to facility optimization, weather conditions, and technical breaks.
- 6. In the event of exceeding the total stay time in the Facility referred to in points 1 and 2, an additional fee is charged in the amount specified in the current price list regulation. The surcharge is charged in minute cycles, for each minute exceeded.
- 7. Upon first purchase of the pass, a one-time fee of PLN 5 is added, which is a refund for the cost of the card. The fee is not charged for subsequent purchases.
- 8. In the event of loss or damage of the pass, at the User's request, Wrocław Aquapark will issue a new pass with the remaining services recorded on the lost or damaged pass. A fee is charged for issuing a new pass, as referred to in point 7.
- 9. Each use of the pass with the date of service delivery is recorded by an authorized employee of Wrocław Aquapark in the electronic system and on the pass.
- 10. The pass can only be used in the zones selected at the time of purchase.
- 11. Wrocław Aquapark has the right to refuse to use the pass:
  - a) when the pass is damaged and prevents reading the data stored on it or when the security features protecting it from counterfeiting are damaged;
  - b) in the case of a named pass when the customer's data does not match the presented identity document or the presented identity document is not the customer's document.
- 12. It is not possible to extend the validity date of the pass.
- 13. Customers purchasing a monthly or three-month pass must report to the cash desk at their first visit in order to assign the pass to the electronic card. The electronic card, which serves as an internal data carrier, is necessary for each entry to the facility.
- 14. The customer is obliged to show the above-mentioned card whenever the service requires it.

  In the event of a lack of an electronic card at the time of entry to the facility, the customer is obliged to pay a fee of PLN 5 to issue a duplicate of the electronic card.
- 15. There is no possibility for the customer to enter the facility without having an electronic card. Failure to pay the fee for the duplicate of the card is equivalent to a lack of entry to the facility based on the purchased pass, even though the pass has a current validity date.
- 16. A client purchasing a monthly or three-month pass is required to visit the cash desk on their

first visit to have the pass assigned to an electronic card. The electronic card, which serves as an internal data carrier, is necessary for every entry to the facility. The client is obligated to show the card whenever the staff requires it. If the client does not have the electronic card at the time of entry, they are required to pay a fee of PLN 5 to issue a duplicate electronic card. It is not possible for the client to be admitted to the facility without an electronic card. Failure to pay the fee for issuing a duplicate card is equivalent to a lack of entry to the facility based on the purchased pass, even though the pass has a valid expiration date.

#### § 12. RULES FOR USING GIFT CARDS

- A gift card (prepaid card) is a plastic voucher that allows for purchases at the Wrocław
  Aquapark cash register for the value of the monetary funds it represents. The user is obliged
  to pay the price difference for purchased products and services with a credit card or cash in
  case the value of the purchased products or services exceeds the current nominal value
  (balance) of the gift card.
- 2. The user can use the gift card multiple times, until the limit assigned to the gift card is exhausted or until its expiration date.

#### § 13. RULES FOR USING SWIMMING LESSONS

- 1. Swimming lessons are dedicated to children from 4 months of age.
- 2. Only people who have made a prior reservation, have been qualified for the appropriate group, have paid the appropriate fee, and have received confirmation of acceptance into the group from Wrocław Aquapark, may participate in the course.
- 3. Participants of the course and their guardians, in accordance with the offer regulating the rules for a given group, can use the entrances within the purchased pass, with the guardian being solely an adult person.
- 4. Wrocław Aquapark reserves the right to change the schedule of classes or dissolve a group between training cycles. In such a situation, participants will be offered a different class time. Wrocław Aquapark also reserves the right to change the instructor leading the classes.
- 5. The customer is obliged to participate in swimming lessons according to the provided schedule of classes.
- 6. The participant is obliged to arrive punctually for the classes. In the event of the participant being late, the organizer is not obliged to extend the class time. Joining the class in the event of being late is only possible with the consent of the instructor leading the class.
- 7. The condition for participating in the classes is having swimwear, changeable footwear (flip-flops), and a towel.

## 8. Absences and refunds:

- a. The rules for obtaining a refund for unused classes are regulated by paragraph 13 of this Statute.
- b. In the event of absence from certain classes, the customer does not have the opportunity to make up for the classes at another time. Unused classes can be used in the form of an entrance ticket to the Recreational Pools complex (or in the case of persons above 16 years of age to the Sports Pool) during the validity period of the pass, with the reservation that the condition for using the classes in the form of an entrance ticket is the presence of the participant in the classes.
- c. Unused classes from a given settlement period cannot be transferred to subsequent periods.

# § 14. DETAILED INFORMATION AND RULES FOR USING THE PARKING LOT

- 1. Parking organization
- a. The parking area is an integral part of Wrocław Aquapark and remains under its management.
- b. The parking is unattended. Using the parking lot is subject to a fee.
- c. The parking area is subject to traffic rules set out in the "Road Traffic Law" act.
- d. The parking lot is open 24/7.

# 2. Conditions of using the parking space

- a. The agreement for using the parking space is concluded at the moment of entering the parking area after taking the parking ticket, and ends with leaving the parking area. The parking ticket serves as proof of the agreement.
- b. The price list for using the parking is available on the premises (at each entrance point) as well as on the Wrocław Aquapark website (www.aquapark.wroc.pl/parking).

# 3. Price and parking time for Wrocław Aquapark Customers

- a. The term Wrocław Aquapark Customer shall mean only adult persons who purchase any ticket or entrance as part of a pass or an honoured partner card in the facility, as well as persons who purchase any services available in the facility (excluding catering services).
- b. Wrocław Aquapark Customers are entitled to park at a promotional price for the duration of using the facility's services (the duration of the purchased product or service plus an additional 30 minutes for entering and leaving the parking area).
- c. To be eligible for parking at a promotional price, Wrocław Aquapark Customers must present the received parking ticket to the cashier at the entrance to the selected Wrocław Aquapark zone. There is no possibility of requesting a refund for parking payment after leaving the cashier's zone.
- d. For each realization mentioned in point 3a of this paragraph, Wrocław Aquapark Customers are

- entitled to parking at a promotional price for one vehicle, even in cases where the purchase of the product or service includes entrance for more than one person.
- e. In the event of damage or loss of the parking ticket, the Wrocław Aquapark Customer is obliged to pay a fee in accordance with the price list.
- f. In case of exceeding the parking time at a promotional price, Wrocław Aquapark Customers are obliged to pay a fee in accordance with the price list.
  - 4. Price and parking time for parking users who are not Wrocław Aquapark customers
- a. The fee for using a parking space is charged on an hourly basis (i.e. for each subsequent started hour), for each occupied parking space.
- b. The parking fee must be paid before leaving the parking lot, at a ticket machine located on the premises.
- c. The vehicle may only leave the parking lot after the parking fee has been paid.
- d. After paying the fee, 30 minutes are added to the ticket for leaving the parking lot. Exceeding the established time for leaving results in an additional fee charged according to the price list.
- e. In case of destruction or loss of the parking ticket, the user is obliged to pay a fee according to the price list.
  - 5. Responsibility for Wrocław Aquapark customers and non-customers using the parking lot
- a. Wrocław Aquapark is not liable for damages resulting from theft, loss, or destruction of the vehicle or items left in the vehicle.
- b. The parking user is responsible for any damage caused on the parking lot, including damage caused to other users and third parties.
  - 6. Conditions of using the parking lot by customers of Wrocław Aquapark and users who are not customers of Wrocław Aquapark:
- a. Vehicles may only be parked in designated parking spaces in the system: one vehicle per one parking space. It is not allowed to park on the lines marking the parking spaces, occupy more than one parking space, or block traffic by blocking access roads with the vehicle. If the user fails to comply with these obligations, Wrocław Aquapark is entitled to impose a cleaning fee in accordance with point 4a of this paragraph.
- b. Only authorized vehicles may park in places for disabled persons.
- c. Parking is prohibited at entrances, exits, traffic lanes, crossings, pedestrian crossings, places marked with a "NIE PARKOWAĆ" (meaning "NO PARKING") sign, or in other unmarked areas.
- d. The user is obliged to respect road signs and other conditions of using the parking lot and to follow the instructions of Wrocław Aquapark employees.

- e. Advertising activities that have not been agreed with the management of Wrocław Aquapark (in particular, distributing advertising leaflets or displaying mobile outdoor advertising media) are prohibited on the parking lot.
- f. Failure to comply with the above points is subject to a cleaning fee of PLN 500.
- 7. Safety rules for Wrocław Aquapark customers and users who are not Wrocław Aquapark customers:
- a. The provisions of the Traffic Code apply in the parking lot.
- b. Users are required to strictly adhere to traffic signs, information signs, and speed limits.
- c. Delivery and heavy-duty vehicles are prohibited from entering the parking lot.
- d. The speed limit in the parking lot is 20 km/h.
- e. The following activities are prohibited in the parking lot:
- Smoking and using open flames as well as drinking alcohol,
- Storing fuel, flammable substances, and empty fuel containers,
- Refuelling vehicles,
- Leaving vehicles with the engine running,
- Parking vehicles with leaky cooling, fuel, or exhaust systems,
- Performing other activities not mentioned above that could violate or threaten safety.
- f. Repairing, washing, vacuuming, changing coolant, fuel, or oil, as well as polluting the parking lot are prohibited on parking spaces and internal roads.

## § 15. RULES FOR BILLING UNUSED SERVICES BY CUSTOMERS

- 1. Regardless of the method of purchasing the service (online or at the ticket office), in order to obtain a refund for unused services, the client is obliged to submit a request via the internet (using the form available on the website <a href="www.aquapark.wroc.pl">www.aquapark.wroc.pl</a>).
- a) The request should indicate the number of the pass, the client's first and last name, as well as the client's bank account number to which the refund should be made.
- b) The request should also include a proof of purchase (scan) or purchase confirmation (scan) in case of making an online transaction.
- 2. When purchasing services as part of the Aquacard System (personalized passes) with a validity period of one month, three months, or one year, the customer benefits from a promotion consisting of a reduced price for a one-time use of the service.
- a) When refunding money, the Company pays the Customer an amount equal to the product of the number of days counted from the day of submitting the application to the day of expiry of the service and the value of one service, where the value of the service is calculated by dividing the total price of the service by the total number of days for which the service was purchased.

- b) The Company deducts a one-time amount of PLN 29 from the established amount to be paid out, which includes all administrative and marketing costs incurred during customer service, including the cost of issuing the pass and the cost of making a reservation.
- c) The condition for a refund is submitting an application as referred to in point 1.
- 3. When purchasing services under the Aquacard System (transferable passes) with a validity period of three months, the client benefits from a promotion consisting of a reduction in the price of a single use of the service:
- a) When refunding the funds, the company pays the client an amount equal to the remaining unused services multiplied by the value of one service, where the value of the service is calculated by dividing the total price of the service by the total number of purchased services.
- b) From the amount determined above, the company deducts a one-time fee as described in point 2 subpoint b).
- c) The condition for a refund is the submission of an application as described in point 1.
- 4. When a customer purchases a package of swimming lessons, aqua aerobics, hydro cycling, or similar services, they can take advantage of a promotion that lowers the price of a single use of the service:
- a) When a refund is requested, the Company pays the customer an amount equal to the product of the remaining services from the date of application to the expiration date of the service, plus the value of one service, where the value of the service is calculated by dividing the total price of the service by the total number of services purchased. The refund is equivalent to blocking the pass.
- b) From the amount established above to be refunded, the Company deducts a one-time fee as described in point 2 subpoint b).
- c) The condition for a refund is the submission of an application as mentioned in point 1.
- 5. In the event that the Client contacts the Company within 48 hours prior to the scheduled start of the planned treatment (massage or care treatment, sound therapy), only the amount referred to in point 2 sub-point b) is deducted as a one-time fee. In the event that the Client contacts the Company in a period of less than 48 hours before the scheduled start of the planned treatment, the amount referred to in point 2 subpoint b) and the costs incurred by WPW S.A. for the ordered services and products in the amount of 24 Polish zlotys are deducted as a one-time fee. The condition for the refund is to submit an application as referred to in point 1.
- 6. In the event of a Client submitting a request to the Company:
- a) within 7 days prior to the scheduled start of the planned event called "Birthday Parties" or similar, only the amount specified in point 2 subpoint b) will be deducted one-off;
- b) less than 7 days prior to the scheduled start of the planned event called "Birthday Parties" or similar, WPW S.A. retains the full amount of remuneration paid by the Client in connection with the

organization of the event called "Birthday Parties" or similar;

- c) the condition for refund is the submission of a request as mentioned in point 1.
- 7. In the event of a Client submitting a request to the Company within 48 hours prior to the scheduled start of the planned event called "Festiwal Saunowy" ("Sauna Festival"), "Noc Saunowa" ("Sauna Night") or similar, only the costs specified in point 2 subpoint b) will be deducted one-off.
- a) In the event of a Client submitting a request to the Company less than 48 hours prior to the scheduled start of the planned event, the amount specified in point 2 subpoint b) as well as the costs incurred by the Company for ordered catering services and products in the amount of 10 PLN per person will be deducted one-off.
- b) The condition for refund is the submission of a request as mentioned in point 1.
- 8. In the event that the Customer contacts the Company within 48 hours prior to the planned event of "AquaWakacje" (meaning. "AquaHolidays"), "AquaFerie" (meaning. "AquaVacations") or similar, the Customer will be refunded the amount paid for the service, with only the amount specified in point 2 subpoint b) deducted as a one-time fee.
- a) In the event that the Customer contacts the Company within less than 48 hours prior to the planned event, the Customer will be refunded the amount paid for the service, with the amount specified in point 2 subpoint b) deducted as a one-time fee, as well as the costs incurred by the Company for ordered catering services and products, in the amount of 10 Polish zlotys per person and per service. b) In the event of the Customer purchasing a package of services as described in point 7 and requesting a refund for unused services, the Customer will be refunded the amount paid for the service, with the amount specified in point 2 subpoint b) deducted as a one-time fee, as well as the costs incurred by the Company for ordered catering services and products, in the amount of 10 Polish zlotys per person and per day of service.
- c) The condition for the refund is to submit a request as described in point 1.

#### § 16. FINAL PROVISIONS

- 1. This Statute applies to the entire Facility. In the case of closed social events, deviations from the provisions of this Statute are possible with the prior consent of the Wrocław Aquapark Manager, especially if they result from the provisions of the generally applicable law.
- 2. In matters not covered by this Statute, the provisions of the generally applicable law shall apply.
- 3. The Statute is available on the Wrocław Aquapark website.

Grzegorz Kaliszczak Chairman of the Board of Wrocławski Park Wodny S.A.

Paweł Rańda

Member of the Board of Wrocławski Park Wodny S.A.