



THE AQUAPARK WROCLAW TERMS AND CONDITIONS

§ 1.

General Provisions

1. The Aquapark Wrocław Terms and Conditions are to maintain safety, order and cleanliness in Aquapark Wrocław, and are binding to all Customers present in its grounds. The opening times are specified in the Aquapark Wrocław's current offer.
2. Wrocławski Park Wodny S.A. (hereinafter also referred to as WPW S.A., or the Administrator) with its seat in Wrocław is an entity that manages property located at ul. Borowska 99 in Wrocław (hereinafter referred to as the Facility or Aquapark Wrocław).
3. Aquapark Wrocław shall mean the building and the adjacent outside grounds managed by Wrocławski Park Wodny S.A. (including parking area). The building includes Zones, i.e. separate parts of the Facility, each using their individual offers and pricelists: Recreational, Sports Pool, Saunarium and Fitness (hereinafter also referred to as the Zone or Zones).

§ 2.

PRINCIPLES OF PAYMENT

1. In order to use services of Aquapark Wrocław, a ticket must be purchased, a valid block ticket or an entry card accepted by Aquapark Wrocław must be held, in accordance with the up-to-date information available at the ticket offices at the entrance. The purchase may be made directly from the ticket offices at the facility or via the Internet at the Online Store (<https://sklep.aquapark.wroc.pl>) or via the Internet Platform (<https://zapisy.aquapark.wroc.pl/>).
2. The current offer of Aquapark Wrocław, including the pricelist, is available at the ticket offices at the entrance to each Zone, and on the Facility's website. The information on availability of each of the Zones and attractions is displayed at the ticket office at the entrance to the Facility grounds, and on the website.
3. The fee for the selected offer is collected upfront in accordance with the binding pricelist displayed in front of the entrance to the specific Zone; if the duration of the stay declared at the time of entry to the Zones is exceeded, the Customer is obliged to pay an additional fee in accordance with the binding pricelist.
4. The Customer is obliged to keep the receipt or another document confirming the purchase of the ticket from the moment of receiving it at the ticket office until he/she leaves the Facility. The receipt or another document received at the ticket office to confirm the payment for the ticket allows for verification of the actual debt of the Customer and prevents the payment of the amount corresponding with the limit prescribed in the transponder in case where it has been lost by the Customer.
5. Rules that prescribe eligibility criteria to use concession tickets or free-of-charge entry tickets.



- a) The following groups are eligible for concession tickets (in accordance with the pricelist):
 - children under 12 years of age;
 - youth under 18 years of age;
 - persons aged over 55 years;
 - disabled persons.
 - b) The following groups are admitted free of charge (applicable only for individual tickets):
 - children under 3 years of age (up to 2 children under supervision of 1 adult);
 - carers of disabled persons.
 - c) To use of the above-mentioned reduced prices, the buyer should present an appropriate document at the ticket office (a student identification card, an ID, and in the case of disabled persons – a Disabled Person ID or a Disability Certificate).
 - d) Only a person aged over 18 years may be a carer of a disabled person.
6. Upon making the payment, the Customer receives a transponder (data carrier) with an internal cash limit in the amount depending on the selected offer. The value of the limit is specified in the currently binding pricelists. The transponder enables to use attractions and services covered by additional fees, and it also is a lock in the locker for clothes. The Customer shall be responsible for taking care of the transponder which he/she has received at the entry.
7. The Customer is obliged to fix the transponder on the wrist in the way preventing its loss, wear it in this way throughout his/her stay in Aquapark Wrocław, and present it upon request of the Aquapark Wrocław staff. Information terminals displayed throughout the Facility enable to verify the current level of expenses registered in a given transponder. Any case of losing the transponder or the key for the deposit locker should be notified to the ticket office staff of the specific Zone without delay. In such cases the fee corresponding to the actual debt, which may be established based on the receipt or another document confirming that the ticket has been purchased, shall be paid by the Customer; where the Customer is unable to present the receipt or another document confirming that the ticket has been purchased in order to verify his/her actual debt, or it is not possible for him/her to prove his/her actual debt in any other way, the Customer shall be charged with the fee equivalent to the value of the limit of the current offer and the Customer's age category. The cost of the lost transponder in the amount of 40 PLN or the cost of the key for the deposit locker in the amount of 60 PLN shall be added to the amount of the debt, unless the Customer is not responsible for this loss. The Customer may submit an application for refund of the difference between the above-mentioned fees he/she has paid and the actual amount of the debt registered in the transponder provided that he/she has delivered the found transponder or the key for the deposit locker to the Information Desk and submitted the receipt confirming that the above-mentioned fee has been paid; in order to assign the found transponder to a specific Customer, the Customer should provide as many details describing the event as possible, as well as his/her contact details in order to contact him/her.



8. Where the Customer does not return Aquapark Wrocław's property that has been rented out to him/her, a charge equivalent to the deposit value shall be collected, unless the Customer is not responsible for this loss.
9. Passing or lending the transponder to third parties is prohibited.
10. Services, including catering, purchased inside the Facility, shall be paid for at the exit from the premises of the Zones upon returning the transponder to the ticket office staff.

§ 3.

CUSTOMER'S LIABILITY AND RESPONSIBILITIES

1. Each of the individual Zones and selected attractions and equipment are provided with instructions and principles of their use, which are available inside the Zones or displayed in visible locations near a given attraction or equipment. All the instructions and principles of use are also available on the Aquapark Wrocław website.
2. Information on water quality parameters in the pools of the Recreational, Sports Pool and Saunarium Zones are displayed within the premises of each zone at the Medical Points, Sauna Bar and/or in the changing room of each zone.
3. Prior to the entry to Aquapark Wrocław premises, to a Zone or using an attraction or services, as well as using the parking area, the Customer is obliged to familiarise himself/herself with the relevant terms and conditions as well as internal instructions, and upon his/her entry to the Facility premises, he/she shall confirm that he/she has familiarised himself/herself with them and undertakes to comply with their provisions.
4. The Customers are also obliged to comply with bans and commands presented in the form of boards or signs displayed in the Facility premises, as well as with the instructions of the Aquapark Wrocław staff.
5. Incompliance with the provisions of the terms and conditions, internal instructions, bans, commands and safety rules may lead to accidents.
6. Prior to using services and attractions offered at the Facility, the Customer is obliged to leave his/her clothes and other belongings in a locker that has been effectively and correctly locked, in accordance with the instructions displayed on each locker. Valuable belongings should be kept in deposit lockers; baby prams and pushchairs, and other similar belongings, should be left in the places that are marked as the places of their storage. Aquapark Wrocław is not responsible for any other belongings left by Customers in other sites that are generally accessible and are not protected against access by third parties; such places are designated for belongings left by the Customers at their own responsibility.
7. Prior to using the attractions in the Sports Pool Zone, Recreational Zone and Saunarium, the Customer is obliged to take a shower.



8. Persons vulnerable to muscle cramps, fainting, epilepsy attacks and cardiovascular diseases are obliged to notify the staff of their problems prior to using the attractions at each Zone, and remain under supervision of their carer.
9. All the Customers are obliged to observe the ban on performing actions that pose risk to safety, peace and order. They include in particular:
 - a) using the services and the offer after consumption of alcohol, abusive substances or substances causing a similar effect, as well as bringing them to the Facility premises; Aquapark Wrocław provides an option of checking sobriety upon a Customer's request;
 - b) alcohol consumption in sites other than the authorised catering facilities in Aquapark Wrocław – in the Saunarium Zone and in the restaurant in the main hall; using any attractions at the Facility (applicable to all the Zones) after alcohol consumption in the above-mentioned places is prohibited;
 - c) bringing food or beverages to the indoor premises of the Zones and consuming them in the sites other than the sites designated for this purpose;
 - d) smoking tobacco, including e-cigarettes
 - e) bringing in animals;
 - f) staying in the sites without access for general public;
 - g) damaging, staining and removing any boards, information and equipment, including lifesaving equipment;
 - h) bringing in – apart from the changing room Zone – any hazardous objects, particularly: glass packaging, pressure containers (including deodorants, hair sprays, etc.), knives and other sharp objects; these objects shall be left in the lockers for clothes or deposit lockers;
 - i) bringing any weapons to Aquapark Wrocław premises;
 - j) running;
 - k) polluting water in any way;
 - l) using equipment and furnishing of the Facility for any other purposes than the purpose they have been designated for, or using this equipment and furnishing of the Facility that has been damaged, malfunctions or is excluded from use; in case of an improper use, damage or removal of the equipment from its current location, the Customer is liable for losses caused;
 - m) non-compliance with the instructions of using the attractions and equipment, as well as with the terms and conditions of the Zones;
 - n) behaving in the way that may cause embarrassment to other users, particularly sexual intercourse and other actions that may be treated as indecent behaviour in the meaning of the Code of Petty Offences;
 - o) placing deckchairs, umbrellas, chairs or other equipment in the way which disturbs traffic in the Facility, particularly blocking emergency exits, placing the above-



mentioned equipment inside the pool basins or in the distance shorter than 2 m from them;

- p) The use of mobile phones and any other devices recording images and sounds shall be prohibited in the Saunarium Zone; videorecording or photographing for any other purposes than private shall be prohibited in the remaining Aquapark Wrocław Zones;
 - q) conducting any types of activities in Aquapark Wrocław, without a written consent of the Administrator, particularly commercial activities, including delivery of activities, workouts, classes or lessons, marketing and service-rendering, including distribution of leaflets, selling goods, offering and rendering services shall be prohibited.
10. Violation of any of the above provisions may result in the necessity to leave Aquapark Wrocław.
 11. The Customer is obliged to notify the Aquapark Wrocław staff of any defects observed during his/her stay in the Facility.
 12. The Customer or his/her carer is obliged to notify immediately the Aquapark Wrocław staff or lifeguard of any event resulting in a bodily harm. A protocol of the aid provided will be drafted.
 13. The Customer is obliged to submit any found objects that are not his/her property to the Aquapark Wrocław staff.
 14. Recreational, Saunarium and Fitness Zones must be vacated 20 minutes prior to the Facility's closing time at the latest, regardless of the time of entry; then Customers shall proceed to the changing room.
 15. Any requests/complaints/petition must be submitted via email send by submission form available on www.aquapark.wroc.pl/kontakt. The complainant will receive a replay within 14 days from the date of lodging the complaint.

§ 4.

LIABILITIES AND OBLIGATIONS OF THE AQUAPARK WROCLAW ADMINISTRATOR

1. Aquapark Wrocław Administrator or the individual/s authorised by the Administrator is/are entitled not to allow into the Facility the persons whose behaviour indicates that they are drunk or under influence of intoxicants, violate public order, principles of morality or pose risk to themselves or to others, as well as they do not comply with the provisions of the terms and conditions, instructions, labelling displayed in the Facility or do not follow instructions of the Aquapark Wrocław staff; They are also authorised to request such persons to leave the Facility. The above-mentioned behaviour may result in implementing other relevant measures provided for by the law.
2. Persons who have violated provisions of these Terms and Conditions as well as other instructions on numerous occasions, may become the subject of a temporary or permanent



ban on entering Aquapark Wrocław. Implementation of this ban shall be preceded by a warning issued by the Aquapark Wrocław staff.

3. The Administrator takes reasonable care to maintain Aquapark Wrocław, its attractions and the available equipment in the condition which ensures their safe use.
4. Due to important reasons, particularly in the case of overcrowding the Zone/s or risk to safety, Aquapark Wrocław's authorised representatives may introduce limitations in using the Facility, its Zones or an individual attraction. Information on unavailable attractions shall be available at the ticket offices and at www.aquapark.wroc.pl in the 'News' tab.
5. The Aquapark Wrocław staff are entitled to exercise the so-called right of the Facility's host. Persons staying in the Facility are obliged to follow instructions and commands of lifeguards on duty or other Aquapark Wrocław staff. Any violation to the Aquapark Wrocław Terms and Conditions or any other improper behaviour is signalled by the lifeguards with the sound of a whistle and a gesture signalling an improper behaviour or a requested behaviour.
6. The Facility is monitored, with an aim to improve Customers' safety. Upon entering the Facility, the Customer consents to monitoring his/her stay at Aquapark Wrocław and using such materials in case of disputes, e.g. purchase of products and services and compliance of the Customer's behaviours with these Terms and Conditions. Monitoring is performed in the way that does not infringe Customers' personal rights.

§ 5.

DETAILED INFORMATION AND PRINCIPLES OF USING THE RECREATIONAL ZONE

1. The following attractions are available in the Aquapark Wrocław Recreational Zone: Children Bay, Paddling Pool for Children with a slide, Wave Pool with a Family Slide, four Jacuzzis, Halodarium, Tepidarium, Lazy River, and outdoor pools: Recreational and Brine pools, recreational swimming Pool, as well as an outdoor Playground available in summer season.
2. There are 3 depth zones of the pool basins, and activities depending on the level of swimming skills should be adapted to these depths:
 - a) paddling pool zone – depth up to 0.4 m – this is a paddling pool for children and a part of the Children Bay in accordance with its marking;
 - b) zone for non-swimmers – up to 1.2 m – this is a part of the Wave Pool and Children Bay, which is marked respectively, and Lazy River and a shallow lane in the Recreational Swimming Pool;
 - c) zone for swimmers – over 1.2 m – the marked part of the Wave Pool, outdoor pools – Recreational and Brine, Recreational Swimming Pool (apart from the shallow lane), Sports Pool and water slides apart from the Family Side and the slide next to the Paddling Pool for Children
3. The following sound signals used by lifeguards must be followed in the Recreational Zone:



- a) a series of short sound signals (whistle) – EMERGENCY – the call for all the users to leave the pool basin immediately and follow further instructions of the lifeguards or Aquapark Wrocław staff;
 - b) a long sound signal (whistle) – the end of activities or the Facility closing time – the instruction to leave the water immediately;
 - c) a short sound signal (whistle) – the command to pay attention to a message of the lifeguard and / or of the staff.
4. Aquapark Wrocław lifeguards supervise all the pool basins and water attractions. Direct supervision and care of children is the responsibility of their carers.
5. Prior to the entry to the Recreational Zone Customers are obliged to change into clean swimwear (swimwear covering the whole body is also acceptable) and pool shoes.
6. Actions that put safety, peace and order specified in § 3(8) at risk, and the following actions are prohibited:
- jumping into the pools, except for the situations where the lifeguard has consented to it in advance;
 - hanging on ladders, bars, ropes and other devices and elements of Aquapark Wrocław furnishing that have not been designated for this purpose;
 - swimming under water and diving under the water slide exits;
 - pushing or throwing other users to the pool;
 - bringing prams and pushchairs to the pool hall; they should be left in the main changing room in the place designated for this purpose;
 - bringing in and using users' own sports and recreational equipment without consent of the Aquapark Wrocław staff;
 - stay in the following pools during atmospheric discharges: outdoor pools, Recreational and Brine pools, outdoor section of the Lazy River, and in the complex of the slides, including the slide tower. Permission to enter these pools will be announced under a separate communication;
 - delivering or taking part in the activities organised without supervision of the swimming instructors, lifeguards or animators employed or authorised by the WPW S.A.;
 - using the Zone by persons suffering from infectious diseases (pursuant to the regulations on preventing and counteracting infections and infectious diseases in humans), skin diseases, or with visible open wounds (excluding minor cuts). In the cases which raise doubts, a certificate shall be submitted – based on this certificate an authorised Aquapark Wrocław employee shall make the decision on allowing the Customer to enter the Facility;
 - children aged up to 12 years and persons unable to move, get undressed and change into swimwear unaided, may use the pool provided that they remain under the



supervision of an adult carer. Where the age of a child raises doubts, the Aquapark Wrocław staff are obliged to verify his/her birth date based on a document with a photograph presented by the Customer;

- children aged up to 3 years must use single-use nappies designated for bathing conditions; other persons that use nappies are obliged to have single-use nappies designated for bathing conditions.
7. The Recreational Zone features some attractions that pose a higher risk of injury occurrence, and they include: Wave Pool, water slides, internal Playground located on etresol and outdoor Playground. Each of the higher risk attractions has its own terms and conditions and instructions of use, and Customers are obliged to comply with them. Some ban, command and information signs whose provisions must be observed have also been displayed inside this Zone.
 8. The Wave Pool consists of the following Zones: for non-swimmers and for swimmers. The borderline between the Zones has been marked with red buoys. Customers are obliged to observe the following principles of using the Wave Pool:
 - a) access to the Wave Pool and its use is only permitted from the beach side;
 - b) during the operation of starting the waves, the users are not allowed to stay near the pool walls and they should maintain the safe distance from other users to avoid collision; the operation of starting the artificial waves is signalled by the duty lifeguard one minute prior to its commencement;
 - c) children aged 12 years and younger are not allowed to enter and use the wave pool without adult carers as well as they are not allowed to use sports equipment (such as boards, sleeves, rings, etc.) without prior notification of this fact to the lifeguards;
 - d) Diving and swimming close to the pool walls during the operation of starting the waves is prohibited.
 9. The water slides may only be used by healthy persons, with full motoric functions, and able to swim. The family slide and children slide represent an exception as they may be used by children unable to swim, provided that they remain under the care of adult carers.
 10. We have identified 3 levels of difficulty of the slides, and age, health and weight-related limitations:
 - a) Easy – Family Slide and Children Slide in the Paddling Pool for Children;
 - b) Moderate – Black Hole slide (available to persons who are 130 cm tall or taller) and Magic Eye (available to persons who are 130 cm tall or taller, rafts are required to use this slide);
 - c) Difficult – Turbo slide (available to persons who are 150 cm tall or taller), the take-off (available to persons who are 150 cm tall or taller and weigh less than 120 kg), and Multimedia (available to persons who are 150 cm tall or taller and weigh less than 120 kg – it is for swimmers only).
 11. Customers are obliged to use the slides in the following way:



- a) calmly enter the starting platform, check whether there is water in the tube (sliding in dry conditions is prohibited), assume appropriate sliding position (sit with your legs towards the sliding direction or lie down on your back in the tube with your legs towards the sliding direction), only one person may slide (excluding the family slide), in the lying on the back position, or semi-sitting position, and in the case of Magic Eye slide – a raft must be used;
 - b) on Turbo, Take-off, Black Hole and Multimedia slides the sliding may be commenced only after green light has been displayed; red light means the absolute ban on starting to slide;
 - c) on Magic Eye slide, the slide may be commenced only after the previous user disappears from the sight of the next user – the next user should wait for at least 30 seconds (the principle of maintaining the safe distance between the users);
 - d) on the Family and Children slides, the sliding may be commenced only after the previous user has left the landing zone that is visible from the top of the slides;
 - e) once the user has assumed the correct position, he/she should use his/her hands to push himself/herself off the sides of the slide or the starting bar, and freely slide down, without stopping (stopping inside the sliding tube is strictly prohibited);
 - f) in the course of sliding in the Magic Eye and Black Hole slides, the user must observe the section of the tube in front of his/her legs in order to ensure that in the case of a meeting with the previous user he/she will be able to stop and avoid a potential collision;
 - g) upon reaching the landing point, the user should vacate it without delay.
12. Slide users may not cause situations posing risk to themselves and to other slide users, and the following shall be prohibited in particular:
- a) running on the stairs of the slide towers, pushing one another on the starting platform and forcing other users to slide;
 - b) using the slides in case of failure of the light signals, slide tube or other technical failures, and the lack of water in the slide;
 - c) sliding in groups;
 - d) sliding in the position other than semi-sitting or lying down on the back with the legs towards the sliding direction;
 - e) running into the slide to accelerate the sliding;
 - f) using swimming boards, rings or any other objects instead of the rafts to slide in the Magic Eye slide.
13. During the use of the attractions, the water slides in particular, corrective spectacles can be crushed or broken. Prior to using the attractions, it is recommended to remove the corrective spectacles, swimming goggles, diving masks, watches, chains, earrings and other similar objects, which are likely to lead to cuts or other injuries, or to damage the tube of the slides, and in case of the damage, the Customer is obliged to notify the lifeguard of such event.



14. Using the outdoor Playground is free of charge and available for use for children aged up to 12 years who are obliged to follow the rules of the safe use of the attractions:
- behaviours that may pose risk of a fall, injury or other damage to a child, his/her statutory representative or carer are prohibited;
 - bringing potentially hazardous objects that may result in an injury or other damage to health in the area of the Playground is prohibited;
 - consumption of food and drinks and gum chewing are prohibited during the play – as it poses a risk of choking;
 - using the Playground's equipment and furnishing in the way that doesn't comply with their purpose is prohibited
15. Entry to the Tepidarium and Halodarium is available to persons aged over 16 years. Prior to the entry to the attraction mention above Clients are obliged to change into swimwear defined in § 5 pt. 5 of Aquapark Wrocław Terms and Condition. Access to the Tepidarium and Halodarium is prohibited to persons defined in § 7 pt.1.

§ 6.

DETAILED INFORMATION AND PRINCIPLES OF USING THE SPORTS POOL ZONE

- Entry to the sports pool is available to persons aged over 5 years (children aged between 5 and 12 years may stay in the pool only under the care of an adult carer or an instructor delivering activities) and to persons able to swim (i.e. able to swim the whole length of the pool lane without any assistance and without any supplementary equipment), or taking part in sporting activities. The swimming session starts at every full hour.
- Up to 8 persons may swim in a single lane, however purchasing 8 individual tickets at the ticket office does not entitle the buyer to reserve the whole lane. Right-hand traffic is binding: the exterior lanes are for persons who swim more slowly, and the middle ones for fast swimmers.
- A lane in the sports pool may be reserved based on endorsing a relevant agreement with Aquapark Wrocław, individuals not covered by such reservations are not entitled to use the reserved lane. The information on reservations of the sports pool lanes is available at the sports pool ticket office, by phone, or on Aquapark Wrocław website.

§ 7.

DETAILED INFORMATION AND PRINCIPLES OF USING THE SAUNARIUM ZONE

- The use of the Saunarium Zone is only permitted to healthy persons aged over 18 years. The Customer entering the Saunarium Zone confirms that his/her health is in the condition that allows using this form of recreation. Access to the saunas is prohibited to persons affected by the following conditions in particular:
 - infectious skin diseases;
 - septic infections;
 - acute viral (such as flu) or bacterial infection;



- d. acute inflammatory condition of internal organs;
- e. tuberculosis;
- f. myocarditis;
- g. acute heart failure conditions;
- h. decompression symptoms;
- i. diseases with sudden attacks, such as epilepsy;
- j. persons who suffered a stroke in the past three months;
- k. vein inflammation;
- l. severe vegetative disorders of the central nervous system, with severe disorders of the cardiovascular system;
- m. inflammatory and under-treatment condition of dermal diseases and eczemas.

NOTE: Women undergoing menstruation or pregnant women should not use saunas or baths as it poses a risk to their health.

2. Every Customer using the Saunarium Zone must wear flip flops, a towel and a bathrobe or two towels, and a pareo (wrap around skirt). It is recommended that the Saunarium Zone should be used without swimwear. This means that persons entering this zone should remove their swimwear and take into account that this Zone may be attended by naked or almost naked persons.
3. Using mobile phones throughout the Zone is prohibited.
4. Saunarium is a quiet zone. Customers are obliged to behave quietly; loud conversations, shouting and other behaviours disturbing peace of other Customers are prohibited.
5. One day of the week (Tuesday) Zone is dedicated only for women.
6. Customers are obliged to use saunas without any footwear, flip flops should be left outside of the saunas; prior to using the seating spaces (inside the saunas and throughout the Zone), they must be covered (e.g. with a bathing towel), this obligation is also applicable for mats for feet.
7. Saunas and equipment in the saunas may only be operated by Aquapark Wrocław staff. Customers may not use any of their own liquids, essences, oils or other substances for the purpose of steam baths or in the saunas, nor may touch heating installations. Placing any objects (such as towels, bathing robes and sheets) in the vicinity of the stove or on the stove, as well as performing massage with brushes is prohibited.
8. Upon completion of the sauna treatment, the use of showers in the Cooling Room or Cold Water Room or a bath in a pool (shower must be taken before using the pool) is recommended).
9. Customers are obliged to vacate the sauna 10 minutes before each aroma ceremony to enable the staff of this Zone to prepare the premises. Leaving towels, bathrobes, etc. in order to reserve a place during the aroma ceremony is prohibited. Participation in the ceremony depends on the order that the users have arrived.
10. Due to the reasons of hygiene and aesthetics, Customers of the bar at the Saunarium must wear appropriate cover (e.g. bathrobe or towel).



11. For the safety reasons, Customers may not remove any equipment of the bar, packaging or glasses outside of the bar zone; any cases of breaking glass shall be immediately notified to Aquapark Wrocław staff.

§ 8.

DETAILED INFORMATION AND PRINCIPLES OF USING THE FITNESS ZONE

1. Persons aged over 16 years are allowed to use Fitness Zone, where persons aged between 16 and 18 years are allowed to stay in the zone only under supervision of a person aged over 18 years. An exception to this rule covers activities organised for children, dedicated to persons aged over 4 years, who remain under supervision of an employee of Aquapark Wrocław, provided that they hold a written consent of their parent or guardian.
2. In order to use the Zone's attractions, Customers are obliged to change into sports clothes, sports shoes; they must also have a towel.
3. Participation in the activities organised and delivered by trainers and instructors employed by the WPW S.A. depends on the order of submitting a declaration to participate in the activities or the order that the Customers have arrived. Aquapark Wrocław provides an option of an earlier reservation to participate only in case of the selected activities. The information on the activities that require reservation is published at: www.aquapark.wroc.pl/fitness.
4. Joining the group shall not be possible 3 minutes after the activities have commenced, unless the trainer or instructor consents to this.
5. Customers are obliged to use the available equipment in accordance with its purpose, instructions and commands of the Aquapark Wrocław staff.
6. Customers may stay in the rooms designated for organised activities only under the supervision of Aquapark Wrocław staff or following their consent.
7. Passing personal block tickets to third persons is prohibited.
8. The rooms designated for organised activities may be reserved based on prior endorsement of a relevant agreement with Aquapark Wrocław, individual persons not included in the reservation are not entitled to use the reserved room.

§ 9.

DETAILED INFORMATION AND PRINCIPLES OF USING PREMISES BY ORGANISED GROUPS

1. A school group should be composed of at least 15 children aged up to 16 years..
2. The price of a single entry for the organised school group includes the price of an entry for one group carer/head per each commenced group of 15 persons



3. The group carer/head is responsible for ensuring that the group members familiarise themselves with the Aquapark Wrocław Terms and Conditions and any internal regulations. The group carer/head is obliged to monitor his/her group on permanent basis and ensure that its members comply with the principles and terms and conditions binding in the Aquapark Wrocław premises.

4. The school group carers must wear swimming costumes or sports clothes

§ 10.

THE RULES OF USING AQUACARD SYSTEM BLOCK TICKETS

1. Personal Block ticket – is a daily, a monthly, or a 3-monthly block ticket, dedicated to one specific Customer (it cannot be passed to another person), whose validity starts on the date of its purchase, and the total time of stay in the Facility is:

- Whole day - for VIP Block Ticket,
- 2 hours – for other Personal Block Tickets.

2. Bearer Block Ticket – this is a block ticket available for use without daily limits, which will remain valid for the period of two years from the date of its purchase, and which is not dedicated to one Customer (it may be passed to other users). The maximum time of stay is 2 hours or the whole day, depending on the type of the purchased Block Ticket.

3. A service contained in the Personal Block Ticket may be used only after its holder has presented an ID with a photo at the ticket office.

4. If the total duration of stay in the Facility, laid down in paragraphs 1 and 2, is exceeded, the Customer will have to pay an additional fee at the amount specified in the up-to-date price-list related regulation. This extra fee shall be charged according to the minute-based cycle, i.e. per every exceeded minute.

5. Upon the first purchase of the block ticket, a one-time payment of 5 PLN is required to cover the cost of the card. This payment is not charged for purchase of subsequent services.

6. If a block ticket is lost or damaged, upon the Customer's request, Aquapark Wrocław shall issue a new block ticket containing the services which have remained in the lost or damaged block ticket. The fee specified in item 5 will be payable for issuing a new block ticket.

7. Every use of the Block Ticket, including the date of service delivery, is recorded by the Aquapark Wrocław's authorised employee in the electronic system and in the Block Ticket itself.

8. Block Ticket may be used only in the zones which have been selected at the time of its purchase.



9. Aquapark Wrocław is entitled to refuse accepting the Block Ticket:

- a) If the damage of the Block Ticket prevents reading the data recorded in the ticket or if the security mechanism which protects it from falsification has been damaged;
- b) In case of Personal Ticket – if the Customer's data is different from the data specified in the ID, or if the presented ID does not belong to the Customer.

§ 11

Rules of Using Gift Cards

1. A gift card (a prepaid card) is a plastic retail voucher which allows to make purchases in the Aquapark Wrocław ticket office at the fair value of the amount that is equivalent to the nominal value of the gift card.
2. The gift card may be used by any user who presents an active gift card at the ticket office.
3. The gift card remains valid for the period of consecutive 24 months after the date of its purchase. The user will be unable to make purchases using the card after its expiry date.
4. The gift card allows to purchase any products available at the Aquapark Wrocław ticket office, however purchases via the Online Store and the platform used to sell swimming lessons shall be excluded.
5. When the gift card is used, the user shall not be entitled to receive change in cash, where the value of purchased products or services is lower than the present nominal value (balance) of the gift card. The remaining amount shall be available to the user during the gift card's validity period. The User is obliged to pay any difference between the price of purchased products or services using a payment card or cash, where the price of the purchased products or services is higher than the present nominal value (balance) of the gift card.
6. The user may use the gift card many times, until the limit on the Gift card has been reached or until the card's expiry date has been reached.

§ 12

RULES OF USING SWIMMING LESSONS

1. The swimming lessons are dedicated to children at the age of over 4 months.
2. Only the following persons may take part in the swimming lessons: they have enrolled to the activity in advance, they have been qualified for a specific group, paid the fee due and received a confirmation of acceptance to the group sent from the Aquapark Wrocław website.



3. Entries available under the purchased block ticket may be used by the course participants and their carers, in accordance with the offer regulating the rules for a given group; only persons aged over 18 years may act as the carers.
4. The Aquapark Wrocław reserves the right to modify the timetable of activities or cancel a group between cycles of trainings. In such a case a new schedule of swimming lessons will be proposed to the participants. The Aquapark Wrocław also reserves the right to change the swimming instructor.
5. The Customer is obliged to take part in the swimming lessons in accordance with the received swimming lessons timetable.
6. Participants are obliged to arrive to the lessons on time. In the case of late arrivals of a participant, the swimming lessons organiser shall not be obliged to extend duration of the lesson. The participant shall be allowed to join the group following the consent of the swimming lesson instructor.
7. In order to participate in the lessons the participant must have swimwear, change shoes (wear flip flops) and a towel.
8. Absences and refunds:
 - a. The rules to obtain refunds for unused lessons are laid down in paragraph 13 of these Regulations.
 - b. In the case of absence at specific lessons the customer shall not be able to attend them on a different date. The unused lessons may be used as an entry ticket to the Recreational Pools complex (or in case of persons aged over 16 years to the Sports Pool) during the block ticket validity period.
 - c. The lessons unused during a specific period planned for these classes shall not be moved for use during subsequent periods.

§ 13.

DETAILED INFORMATION AND PRINCIPLES OF USING THE CAR PARK

1. Car park organisation
 - a. The car park area constitutes an integral part of Aquapark Wrocław and remains administered by Aquapark Wrocław.
 - b. Car park is an unguarded facility. Use of the car park is subject to payment of a fee (this provision is not applicable to vehicles of Aquapark Wrocław customers pursuant to the rules laid down in item 3 of this paragraph).
 - c. The traffic zone laid down in the Act on Road Traffic is binding in the car park area.
 - d. Car park is open 24 hours a day.

2. Terms and conditions of using a parking space



- a. Agreement to use a parking space shall be concluded during the entry to the Car Park and upon collecting a car park ticket, and shall be terminated upon exiting the car park.
- b. The evidence of concluding the agreement is possessing the car park ticket. It is obligatory for each Customer to collect the car park ticket immediately after entering the parking space. In case of not collecting the car park ticket, the Customer be liable to pay the parking fee in accordance with the price list.
- c. The price list of using car park services is available in the car park area (it is displayed at each entry point, as well as at Aquapark website (www.aquapark.wroc.pl/parking)).

3. Parking price and time for Aquapark Wrocław Customers

- a. Aquapark Wrocław Customer shall mean a person aged over 18 years, who uses any type of entry ticket or enters the facility using a block ticket or a partner card eligible for use in the facility, or a person who purchases any services available at the facility (excluding catering services).
- b. Aquapark Wrocław Customers are entitled to use the car park free of charge during the time of using services rendered by the Facility (the duration of the product or service purchased and an additional hour to enter and exit the car park area).
- c. The free of charge use of the car park shall be available provided that the customer presents the collected car park ticket to a cashier at the point of entry to a selected Aquapark Wrocław zone. It shall not be possible to request that the parking fee is cancelled once the customer has left the payment zone.
- d. Aquapark Wrocław Customer who has purchased any of the services laid down in item 3a of this paragraph shall be entitled to use one parking space for one vehicle free of charge, even if delivery of the product or service covers entry of more than one person.
- e. If Aquapark Wrocław Customer damages or loses the car park ticket, he/she shall be liable to pay the parking fee in accordance with the price list.
- f. If the time designated for free parking time has been exceeded, Aquapark Wrocław Customer shall be obliged to make the payment in accordance with the price list.

4. Price and time of parking for these car park users that are not Customers of Aquapark Wrocław

- a. The fee for using a parking space is calculated on hourly basis, (i.e. for every next commenced hour), for each occupied parking space.



- b. The fee for parking shall be paid prior to exiting the car park, using a parking meter located in the Facility area.
- c. The vehicle may leave the car park only after paying the parking fee.
- d. Upon making the payment, the time of additional 15 minutes is added to the ticket to allow the driver to leave the car park area. Exceeding the time granted to leave the car park shall lead to the payment of an additional fee in accordance with the price list.
- e. If the user damages or loses the car park ticket, he/she shall be liable to pay the parking fee in accordance with the price list.

5. Liability of Aquapark Wrocław Customers and users who are not customers of Aquapark Wrocław

- a. Aquapark Wrocław shall not be liable for damages resulting from theft, loss or damage of the vehicle as well as of items left in the vehicle.
- b. The car park user shall be liable for any damage caused in the car park area, including damages caused to other users and third parties.

6. Terms and conditions of car park using by Aquapark Wrocław Customers and users who are not customers of Aquapark Wrocław.

- a. Vehicles shall be parked only in designated parking spaces according to the following system: one vehicle in one parking space only. Drivers shall not park the vehicles on the lines marking parking spaces, occupy more than one parking space, nor restrict traffic by blocking roads with their vehicles. If a user does not comply with these obligations, Aquapark Wrocław is entitled to charge a penalty fee, pursuant to item 6 f of this paragraph.
- b. Only authorised vehicles may be parked in parking spaces for the disabled.
- c. It is prohibited to park in entry and exit points, traffic lanes, crossings, pedestrian crossings, places marked with 'NO PARKING' signs or other unmarked places.
- d. The user is obliged to respect road signs and other conditions of using the car park and comply with instructions issued by Aquapark Wrocław personnel.
- e. No advertising activities within the scope that has not been agreed with the Aquapark Wrocław Board shall be performed (advertising leaflet distribution as



well as displaying outdoor advertising mobile carriers shall be prohibited in particular).

f. Incompliance with the above-mentioned provisions shall be liable to a penalty charge in the amount of 500 PLN.

7. Safety rules for Aquapark Wrocław Customers and users not being Aquapark Wrocław Customers

a. The Highway Code provisions shall be binding in the car park area
b. The user is obliged to strictly observe road signs, information signs and speed limits.

c. Delivery vehicles and vans shall not enter the car park.

d. Maximum speed limit of 20km/h is binding in the car park area.

e. The following shall be prohibited in the car park:

- Making and using open fire, and alcohol consumption,
- Storing fuels, flammable substances and empty fuel containers,
- Vehicle fuelling,
- Leaving a vehicle with its engine running,
- Parking vehicles with leaking systems of cooling, fuelling and exhaust,
- Stay of unauthorised persons,
- Performance of other actions that have not been listed above and that could be detrimental to safety or could pose a risk to safety.

f. Vehicle repairing, washing, and vacuum cleaning, and exchanging cooling water, fuel or oil, shall be prohibited in the parking spaces and internal roads; polluting the car park shall also be prohibited.

§ 14.

RULES OF SETTLING THE SERVICES UNUSED BY THE CUSTOMERS

1. Regardless of the method of purchasing a service (online or at the ticket office), in order to get a refund of the amount paid for the unused services, the Customer is obliged to submit an email request send by submission form available on www.aquapark.wroc.pl/kontakt.
 - a) The request, which is referred to in item 1, should contain the Block Ticket number, the Customer's first and last name, and the Customer's bank account number to which the refund should be transferred.
 - b) The following should also be attached to the request:
 - A proof of purchase (scan) or confirmation of purchase (scan) – if the transaction was made online.



2. Upon the purchase of services using **Aquacard System** (personal block tickets), with validity period of one month, tree months or one year, the Customer uses a special offer which involves reduction of the price of one-time use of the service.
 - a) When the refund is made, the Company pays the Customer the amount which is based on the number of days, which are counted from the day when the request has been submitted until the day when the service has expired, multiplied by the value of one service, where the service value is calculated by dividing the total price of the service by the total number of the days for which this service has been purchased.
 - b) The Company deducts a one-time payment in the amount of 29 PLN from the above-mentioned amount, which covers all the administrative and marketing cost that has been incurred to provide service to the Customer, including the cost of issuing the block ticket and the cost of making reservations.
 - c) The funds will be refunded provided that the request laid down in item 1 has been submitted.

3. Upon the purchase of services using Aquacard System (Bearer block tickets), with validity period of 2 years, the Customer uses a special offer which involves reduction of the price of one-time use of the service.
 - a) When the refund is made, the Company pays the Customer the amount which is based on the number of services remaining for use and the value of one service where the service value is calculated by dividing the total price of the service by the total number of the purchased services.
 - b) The Company deducts one-time payment in the amount laid down in 2(b) from the above-mentioned amount.
 - c) The funds will be refunded provided that the request laid down in item 1 has been submitted.

4. Upon the purchase of a package of services in the form of **swimming lessons, aquaaerobic and hydrocycling or similar services**, the Customer uses a special offer which involves reduction of the price of one-time use of the service.
 - a) When the refund is made, the Company pays the Customer the amount which is based on the number of services remaining for use and the value of one service where the service value is calculated by dividing the total price of the service by the total number of the purchased services. Payment of the refund shall automatically cancel the block ticket.
 - b) The Company deducts one-time payment in the amount laid down in 2(b) from the above-mentioned amount.
 - c) The funds will be refunded provided that the request laid down in item 1 has been submitted.



5. If the Customer requests the Company at least 48 hours prior to the start of a planned treatment (**massage** or **body care treatment**) to cancel this treatment, only the amount laid down in item 2(b) shall be deducted on the one-time basis.
 - a) If the Customer requests the Company within a period shorter than 48 hours prior to the start of a planned treatment to cancel this treatment, the amount laid down in item 2(b) shall be deducted on the one-time basis as well as the cost of services and products incurred by the WPW S.A. at the amount of 24 PLN shall be payable.
 - b) The funds will be refunded provided that the request laid down in item 1 has been submitted.

6. In case of Customer's notification submitted to the Company within the period of up to 48 hours prior to the start of the planned event called '**Birthday Parties' or a similar event**, only one-time payment in the amount laid down in 2(b) shall be deducted.
 - c) In case of Customer's notification submitted to the Company within the period shorter than 48 hours prior to the start of the planned event, one-time payment in the amount laid down in 2(b) shall be deducted as well as the cost incurred by the Company to order catering services and products in the amount of 50 PLN per each event.
 - d) The funds will be refunded provided that the request laid down in item 1 has been submitted.

7. In case of Customer's notification submitted to the Company within the period of up to 48 hours prior to the start of the planned event called '**Sauna Festival', 'Sauna Night' or a similar event**, only one-time payment in the amount laid down in 2(b) shall be deducted.
 - a) In case of Customer's notification submitted to the Company within the period shorter than 48 hours prior to the start of the planned event, the amount laid down in 2(b) shall be deducted as well as the cost incurred by the Company to order catering services and products in the amount of 10 PLN per each person.
 - b) The funds will be refunded provided that the request laid down in item 1 has been submitted.

8. In case of Customer's notification submitted to the Company within the period of up to 48 hours prior to the start of the planned event called '**AquaSummerVacation" and 'AquaWinterVacation' or a similar event**, the Customer receives the refund of the amount for which he/she has purchased the service and only one-time payment in the amount laid down in 2(b) shall be deducted.
 - a) In case of Customer's notification submitted to the Company within the period shorter than 48 hours prior to the start of the planned event, the Customer receives the refund of the amount for which he/she has purchased the service and one-time payment in the amount laid down in 2(b) shall be deducted as well as the cost incurred by the Company to order catering services and products in the amount of 10 PLN per each person and each service.
 - b) If the Customer purchases a package of services laid down in item 5, and requests the refund of the cost of the unused services, the Customer receives the refund, according to the price for which he/she has purchased the service, and one-time payment in the



amount laid down in 2(b) shall be deducted as well as the cost incurred by the Company to order catering services and products in the amount of 10 PLN per each person and each day of the service.

- c) The funds will be refunded provided that the request laid down in item 1 has been submitted.

§ 15.

FINAL PROVISIONS

1. These Terms and Conditions are applicable for the whole Facility. In case of closed special occasion events, some derogations from the provisions of these Terms and Conditions, particularly if they result from the regulations of the generally applicable law, are possible provided that the Aquapark Wrocław Administrator has consented to them in advance.
2. To all matters not settled in these Terms and Conditions provisions of the generally applicable law shall apply.
3. These Terms and Conditions are available on Aquapark Wrocław website.