

# Terms of sale of services

## Preliminary provisions

1. The vendor is:
  - a. Company name: Združenie pltníkov na Dunajci s.r.o.
  - b. Company address: Majere 34, 061 01 Majere, ICO 51047969
  - c. TAX ID: SK2120651137
2. The vendor can be contacted at:
  - a. E-mail: [velicka@pltnictvo.sk](mailto:velicka@pltnictvo.sk)
  - b. Company address: Majere 34, 061 01 Majere, ICO 51047969
3. These Regulations set out the rules for the provision of services by electronic means and the rules and procedure for concluding remote agreements with the Seller - the sale of Entries. Regulations specify in particular the rights and obligations of the Parties as well as the complaint procedure.
4. The Terms and Conditions are available free of charge via a website that allows you to obtain, reproduce, record and print the contents of the Terms and Conditions.

## §1. Definitions

1. Customer - a natural person (including Consumers), who is at least 13 years old, and in the case of not reaching the age of majority, the consent of its statutory representative is required, as well as a legal person and organizational unit that is not a legal person, which is granted legal capacity by the law, and which uses the service provided electronically by the Seller.
2. Consumer - a natural person making with the entrepreneur (Seller) the legal action not directly related to its economic or professional activity.

3. Vendor - an entity that sells the ability to use a service at a service facility. The registration and contact details of the seller are visible in the sales panel, just below the button to complete the order.
4. Admission ticket - a confirmation of the conclusion of a contract for the use of a service (e.g. admission to a water park, admission to an attraction, admission to a museum, admission to a fitness centre, admission to a workshop, admission to an excursion, beauty services, etc.) concluded with the seller on or before the date indicated on the Admission ticket, during the opening hours and on the dates of the facility providing the service, and, if this is clearly indicated at the time of purchase and on the Admission ticket, after prior reservation of the date. If the number of persons who may use the services at the same time is not indicated on the pass, the pass entitles one person to use the services.
5. Order - an expression of the customer's will aimed directly at the conclusion of a remote contract via the sales panel, indicating the type and number of items.
6. Online payment system - Blue Media S.A. with its registered office in Sopot, 6 Powstańców Warszawy Street, registered in the District Court Gdańsk-North in Gdańsk, VIII Commercial Department of the National Court Register under No. 0000320590, with a share capital of PLN 2 000 000 (fully paid-up), NIP: 585-13-51-185; registered in the Register of Payment Service Providers under No. IP17/2013.
7. Sales panel - a set of cooperating IT equipment and software that enables the provision of services electronically and the conclusion of a contract with the seller remotely, located on the seller's website.

## **§2 General information on how to take advantage of the offer**

The biggest attraction of this region is rafting on the Dunajec River. The rafting starts in the harbour behind the village of Majere in the direction of Červený Kláštor. The length of the cruise is 11 km and together we complete it in about 1 hour and 45 minutes. We will be sailing through the Danube River, under the Three Crowns, but you will have to see what awaits you with your own eyes. The cruise ends at the Slovak-Polish border below the village of Lesnica.

## **§3 Types, scope and conditions of electronic services**

1. The Seller provides the following services through the sales panel:
  - a service that allows you to find out more about the seller's offer,
  - a service enabling the conclusion of a contract on-line (remotely) by means of a customer ordering an access card,
  - the service of sending the registration form to the email address provided by the customer.

2. The technical requirements for the use of the services available through the sales panel are as follows: internet connection; internet browser capable of displaying hypertext documents accessed on the internet on the screen of the customer's device with Java Script support enabled: Google Chrome / Google Chrome Mobile version 63 or later, Mozilla Firefox version 52 or later, Opera version 58 or later, and Internet Explorer version 11 or later or other compatible browser; have a currently active and correctly configured email account.

#### **§ 4 Rules for the provision of services by electronic means and conditions for the conclusion and termination of contracts for the provision of services by electronic means**

1. The commencement of the customer's use of the services covered by the Rules shall be equivalent to the conclusion of a contract for the provision of services electronically accessible via the sales panel without the need to draw up a separate contract. In the event of termination by the Customer of the services made available through the Sales Panel, the contract for the electronic provision of services shall be automatically terminated without the need for further declarations as soon as the Customer leaves the Sales Panel, except for the service of sending the Entry Form to the email address, which shall be terminated once the Entry Form has been sent to the email address provided by the Customer.
2. Possibility of using the services: service enabling the conclusion of the contract on-line (remotely) by ordering the Entry Cards by the Customer, service of terminating the sending of the Entry Cards to the e-mail address indicated by the Customer, subject to the ordering of the Entry Cards in accordance with the rules set out in point 4.
3. The service of sending the Entrance Pass to the email address provided by the Customer will take place after the conclusion of the purchase contract for the Entrance Pass. The Customer may start and end the service allowing the conclusion of an online (remote) contract by ordering Entrance Passes at any time.
4. The possibility to use a free service: the service allowing to get acquainted with the offer of the seller is always provided at the individual request of the customer. The customer can start and stop using the service at any time. Leaving the website on which the sales panel is located means the withdrawal of the Seller from the provision of the said service to the Customer.

#### **§5 Conclusion of sales contracts and method of payment**

1. To place an order, the Customer must select the Card or Cards available in the sales panel, specify the quantity, select the other parameters requested in the form, accept these Terms and Conditions, the Privacy Policy and the terms and conditions of the Facility, and take other technical steps based on the messages or information displayed on the Website. In order to execute the order, the customer is obliged to provide all the necessary data to enable its execution, which are indicated as mandatory fields in the sales panel.

2. The total value of the order and the final price of the order is indicated in the payment report before the final approval of the order by the customer.
3. After clicking on the "Continue Payment" button, the customer will be redirected to the online payment system to pay for the order. The customer will make the payment via the online payment system and for this purpose must accept the provisions of the rules of the online payment system.
4. The online payment service provider is Online Payment System. Fast online transfers and payment methods are available with the following cards:
  - Visa
  - Visa Electron
  - MasterCard
  - MasterCard Electronic
  - Maestro
5. When the customer is redirected to the online payment system, they should immediately initiate payment for the order. If the online payment system does not record payment for the order within the specified time period, the ordered services will be returned to the pool of available services and, if money is received after that time, will be automatically returned to the customer. To re-order entries, you must complete the order form again and make payment.
6. The customer who makes the payment concludes the purchase contract. Confirmation of the conclusion of the contract is the receipt of the Entry at the email address indicated in the Sales Panel form.
7. The ticket is proof of purchase.
8. The Customer is obliged to pay the price for the purchased Entrance Ticket; in case of multiple orders, the prices of individual Entrance Tickets are added together. The total price is indicated in the order form filled in by the customer. After selecting the payment method and possible delivery, the customer will be informed of the total price of the order, including possible delivery costs (overview), before the order is confirmed.
9. Ticket prices are listed in Polish zloty. The seller will notify the customer of the gross price. The gross price includes all components including VAT.
10. The Seller provides the Customer with a service that enables the Customer to exercise its entitlement - to use the Service, at the time and under the terms and conditions specified at the time of purchase and on the Entry Pass, as well as under the terms and conditions specified in the Terms and Conditions of the Facility, if these Terms and Conditions of the Facility were specified at the time of purchase.
11. Incorrect data provided in the form can be reported to the Seller for correction by sending an e-mail to the Seller's address visible in the footer of the sales panel.
12. The Customer may communicate with the Seller via the Seller's email address, which is visible in the footer of the online shop.

13. The Seller shall not be liable for any incorrect or false information provided by the Customer.

## **§6 Withdrawal from the agreement**

1. For Entries for which a specific day or period of service is indicated and which concern contracts for the provision of services in the field of accommodation, other than for residential purposes, transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service, the Buyer is not entitled to withdraw from the contract concluded at a distance and refund his money.
2. If point. 1 does not apply and if:
  - a. the customer did not use the entry ticket,
  - b. the date of issue of the entry pass has not yet expired,

The Customer may withdraw from the contract without giving any reason within 14 days from the date of purchase of the Entry Pass by sending a written notice to the Seller by e-mail to the Seller's address indicated in the footer of the sales panel. The notice should include the Entry Pass, which is being returned.

3. Insofar as a refund is possible, the refund to the Customer shall be made promptly, and no later than 14 days after receipt of the statement of withdrawal, by electronic means using the same means of payment used by the Customer to purchase the Entry.
4. The Seller has the right to terminate the contract with just cause. To this end, the Client will be informed immediately in writing to the email address used to purchase the entry pass and offered an exchange for an equivalent service or a refund. If the Customer does not agree to the exchange, the Seller will refund, within 7 days of the date on which it informs the Customer of the termination of the contract, all payments made by the Customer in respect of the Entry Pass to which the contract relates.

## **§7 Claims, warranty for defects**

1. The Seller shall use its best endeavours to ensure that the Services covered by the Input are provided without defects and in accordance with the Service Description.
2. The Seller is liable to the Customer, who is a Consumer, under the guarantee for defects according to the principles set out in § 556 - 576 of the Civil Code. In relation to Customers who are Entrepreneurs or Entrepreneurs exercising their rights as consumers, the warranty is excluded.
3. The customer has the right to lodge a complaint with the seller in connection with non-compliance with the terms and conditions of the contract.

4. Complaints should be sent in writing by email to the Seller's address listed in the footer of the sales panel. The complaint should be accompanied by a description of the situation.
5. All complaints must be lodged as soon as the cause for complaint arises.
6. Any written complaint will be dealt with within 14 days of receipt.
7. In case of deficiencies in the complaint (e.g. failure to enclose the Entry Passport), the Seller shall invite the Customer to complete the complaint to the necessary extent immediately, but no later than 7 days from the date of delivery of the invitation to the Customer.
8. That provision shall apply mutatis mutandis in the case of a complaint about a service provided electronically. In this case, the customer shall indicate his name and surname, correspondence address, type and description of the problem encountered.

## **§8 Disputes**

1. The resolution of any disputes arising out of or related to: the provision of electronic services by the Seller under these Terms and Conditions, arising between the Seller and a customer who is not a consumer, or a contract concluded at a distance between the aforementioned parties, shall be within the competence of the court competent according to the registered office of the Seller.
2. For consumer disputes, there is the possibility to use out-of-court methods to resolve complaints and claims. The consumer may request the intervention of an ombudsman or use mediation (provided that the seller agrees to mediation), Access to the above procedures is described in the Polish Code of Civil Procedure and in the Act on Competition and Consumer Protection. The Seller informs that, in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, an EU-wide online dispute resolution platform for consumer-business disputes (ODR platform) is available at <https://ec.europa.eu/consumers/odr/>.

## **§9 Final provisions**

1. If any provision of these Terms is held to be invalid or ineffective under the law, this shall not affect the validity or effectiveness of the remaining provisions of these Terms. The invalid provision shall be replaced by the rule which most closely approximates the purpose of the invalid provision in these Terms as a whole.
2. In matters not regulated by these Terms and Conditions, the provisions of the legislation in force in the territory of the Republic of Poland, in particular the Civil Code, the Act on the Provision of Electronic Services and the Consumer Rights Act, shall apply.

3. The Seller reserves the right to amend these terms and conditions. Amendments to the terms and conditions shall be effective from the moment they are listed and placed in the sales panel. Contracts concluded before the change of terms and conditions are governed by the previous terms and conditions (in force at the time of conclusion of the contract, so that the change of terms and conditions does not apply to contracts concluded earlier).
4. The Seller submits that it has not implemented a code of practice on its premises within the meaning of Article 2(2)(a). 5 of the Act of 23 August 2007 on combating unfair practices on the market (Dz.U.2017.2070 t.j.).