

**REGULATIONS "OWYSOKO"**  
**(hereinafter: Regulations)**

**§1**

**Subject of the regulations**

1. The Regulations define the rules for the provision of services, liability and staying on the premises of OWYSOKO apartments. The Regulations constitute an integral part of the agreement with the Guest of the Facility.
2. The apartments are rented on a daily basis by: RLC Investment Sp. z oo with its registered office at 51A Zwalisko Street in Szczyrk 43-370, NIP 9372760752 , entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Bielsko-Biała, 8th Commercial Division of the KRS under number 0001099584 , share capital PLN 5,000.00 (hereinafter: RLC Investment).
3. Payment of the deposit / commencement of the stay is tantamount to the Guest accepting the Regulations without reservations. By performing the above actions, the Guest confirms that he has read and accepts the terms of the Regulations on his own behalf and on behalf of the persons accompanying him with whom he is staying.
4. The Regulations apply to all Guests staying on the premises of the rented Property.
5. An integral part of the Regulations is the Privacy Policy, the documents are generally available to Guests - they can be found on the website [www.owysoko.pl](http://www.owysoko.pl)
6. Contact to the facility reception ( 536-208-208)

**§2**

**Reservation, check-in, hotel day**

1. In order to make a reservation, the Guest performs the actions indicated in the system, in particular completes the reservation form and provides personal data.
2. The contract is concluded by making a reservation and paying a deposit, part or all of the amount due for the stay at OWYSOKO.
3. In the event of concluding a contract for the provision of accommodation services (apartment rental) and leisure services ( including breakfasts via RLC Investment), the consumer has no right to withdraw from the contract concluded at a distance (in accordance with art. 38 point 12 of the Act of 30 May 2014 on consumer rights).
4. The apartment is rented for days, and is made available to guests after payment of the full amount for the stay.
5. Within 24 hours of making the reservation, the Guest is required to pay a deposit in the amount specified in the reservation form or reservation confirmation . The deposit can be paid via fast payments PayU , blik, by credit/debit card or traditional bank transfer to the account number provided on the booking confirmation . In case of choosing a traditional bank transfer or selecting the 'Payment form / Transfer from another bank' option in PayPal , please send the transfer confirmation to [rezerwacje@owysoko.pl](mailto:rezerwacje@owysoko.pl). Failure to pay the deposit within 24 hours from the moment of booking results in the agreement being deemed null and void.
6. In the event that credit/debit card details are provided to secure the reservation, the guest consents to the card being charged for the stay, i.e. the deposit and the remaining amount for the stay, in accordance with the terms and conditions of the reservation.
7. The facility is not the operator of the PayU payment system ; the security and data protection principles used by the operator are available on its website.
8. The rules for bookings via booking portals (other than [www.owysoko.pl](http://www.owysoko.pl)) are regulated by the regulations of intermediaries.
9. The Guest is obliged to pay the entire amount due for the stay no later than 14 days before arrival - in the event of failure to pay for the stay within this period, RLC Investment will be entitled to withdraw from the contract concluded with the Guest and retain the deposit paid.
10. After paying the deposit, the guest will receive a VAT invoice for the deposit amount within 7 days; after checking out, the guest will receive an invoice for the remaining amount of the paid stay within 3 days.
11. The deposit paid is non-refundable. In the event of failure to arrive at the facility for any reason, including unforeseen and health reasons, or cancellation of the stay, even after informing the facility at that time, the deposit paid is non-refundable. In the event of cancellation of the stay more than 7 days before the start of the stay, the guest loses the entire deposit paid in an amount depending on the reservation, i.e. 30% or more. In the event of cancellation or cancellation less than 7 days before the start of the stay or failure to arrive at the facility, the guest loses 100% of the value of the reservation. If at the time of cancellation less than 7 days ago, the guest has not paid the full amount

- for the stay and incurs the full cost of the cancellation, they are obliged to pay the missing amount.
12. Up to 30 days before arrival, the Guest can change the booking date or receive a voucher for the deposit paid to be used within the next 365 days for the same apartment as the original booking. The cost of the new stay is calculated according to the price list for the new, selected date, however, in the case of choosing a cheaper date, the difference is not refunded and the voucher cannot be divided into several stays.
  13. The price of renting the Apartment includes a one-time service fee for preparing the Apartment, the amount of which is displayed when making the reservation and automatically added to the total amount of the reservation.
  14. The reception of the facility is open from 9:00 to 18:00 from Monday to Saturday, telephone contact with the reception will be available at the phone number 536-208-208. After reception hours, contact in urgent matters by text message.
  15. The Receptionist will contact the guest of the facility within 14 days prior to arrival in order to determine the number of cars, make and model of car that the guest will arrive in to the facility in order to reserve an appropriate parking space for the guest's car.

#### CLEANING

16. If the Apartment is left in a condition that requires additional cleaning that goes beyond standard cleaning activities, the Guest is obliged to cover the additional costs, based on the issued settlement document.
17. For stays up to 7 days inclusive, cleaning during your stay is possible for an additional fee.

#### HOTEL DAY

18. The hotel day in the Apartment begins at 1:00 PM on the day of arrival and ends at 1:00 AM on the last day of the stay, unless individual agreements or arrangements provide otherwise.
19. Early check-in/late check-out is possible for an additional fee, please contact RLC Investment if you wish to use this option.
20. Check-out after 11:00 not agreed with the Facility is equivalent to extending the stay by another day - in the case of providing credit card details for the reservation, the Facility has the right to charge the credit card. In the case of lack of securing the reservation with a credit card, the Guest is obliged to pay the issued invoice.
21. Due to unattended check-in, the Guest is required to check in online by 11:00 on the day of arrival, providing the data required in the form: name and surname, address, contact details, series and number of ID card, make and model of vehicle .
22. On the day of arrival, if the stay is paid in full and the guest has checked in online, they will receive check-in instructions and a code for the electronic door handle via email.
23. RLC Investment reserves the right to refuse to extend the Guest's stay in the Apartment in the event of failure to make full payment for the current period of stay and in the event of failure to comply with the regulations.
24. Unregistered persons may stay with the consent and responsibility of the Guest in the occupied Apartment only from 9:00 a.m. to 10:00 p.m. After 10:00 p.m. it is obligatory to report the stay of additional persons. The stay of unaccommodated persons in the Guest's Apartment after 10:00 p.m. is tantamount to the consent of the person renting the Apartment to accommodate such persons in the Apartment for a fee.
25. In the event of unforeseen circumstances that cannot be immediately removed, in particular those affecting the safety of the Guest or their property, RLC Investment reserves the right to withdraw from the agreement and return the deposit paid, or offer the Guest another Apartment similar to the one originally offered.
26. The Guest may not transfer the Apartment to other people, even if the period for which he or she paid the fee for the stay has not expired.
27. Early departure of the Guest for reasons beyond the control of RLC Investment does not entitle the Guest to a refund for unused services, including the stay in the apartment, including ordered breakfasts.  
Breakfasts
28. The breakfast provider to the facility is Firma Handlowo - Usługowa Dariusz Jakubiec, ul. Olimpijska 54, 43-370 Szczyrk.
29. Breakfast delivery takes place on the date From December 13 to approximately March 30, breakfasts are delivered daily in a minimum quantity of 2 kmpl. The notification of breakfast delivery should be made the day before by 11 a.m. at 536 208 208 - the quantity and type of breakfast, i.e. traditional or rich, and the time of delivery should be provided . The time of breakfast delivery is determined in direct agreement with Firma Handlowo - Usługowa Dariusz Jakubiec ul. Olimpijska 54, 43-370 Szczyrk. RLC INVESTMENT SP. Z OO provides intermediation in the delivery of breakfasts

between Firma Handlowo - Usługowa Dariusz Jakubiec ul. Olimpijska 54, 43-370 Szczyrk and the Guests of the facility

### §3

#### Apartment rental service

1. The rental price includes all taxes and additional fees, i.e. utility charges, i.e. electricity, water, Internet, TV and cleaning before the Guest's arrival. The price does not include the resort fee.
2. The Apartment is equipped with bed linen and towels -
3. For stays up to 7 days inclusive, an additional change of bed linen and towels during your stay is possible for an additional fee.
4. For stays longer than 7 days, the Guest has the right to ask for a change of towels and bed linen once a week, free of charge.

#### PARKING

5. and 6 person apartments one parking space is provided . For 8 person apartments two parking spaces, in which case cars should be parked one behind the other. In case of arrival with more cars than mentioned above, we may ask Guests to park outside the OWYSOKO area. In case of heavy snowfall the number of parking spaces may be reduced. In all matters concerning the organization of parking, please contact OWYSOKO.
6. The car parks are not supervised, so we are not responsible for any damage or loss of a car or other vehicle belonging to the Guest.
7. Access to the OWYSOKO apartments is via Zwalisko Street, in the winter, **i.e. from the beginning of October to the end of March, after heavy snowfall, access to or exit from the OWYSOKO apartments may require putting snow chains on the vehicle or driving a four-wheel drive car** . This is due to the method of maintaining public roads in the city of Szczyrk by the Szczyrk Commune Office in winter in mountain conditions.
8. At the Guest's request, we can provide one travel cot for a child up to 3 years old , a potty for a child, a toilet seat . Due to the limited number of cots, please contact OWYSOKO to check their availability.
9. We can also provide an additional one camp bed to the Apartment. Due to the limited number of beds, please contact the OWYSOKO Hosts to check their availability.
10. As the Lessor, the Lessor undertakes to respond immediately to any comments and reservations regarding the level of service, the functioning of the equipment and the cleanliness and order in the Apartment by taking steps to immediately remove any faults or deficiencies.
11. As a Lessor, we are responsible for the quality of the services provided, in the manner prescribed by generally applicable law.
12. If any items belonging to a Guest are found in the Apartment after their departure , they may, at their express request, be sent to the indicated address. The cost of shipping is borne by the recipient.

### §4

#### Guest Responsibility

1. Within 2 hours of entering the Apartment, the Guest is obliged to notify the Guest of any damage or missing equipment by sending a message to [rezerwacje@owysoko.pl](mailto:rezerwacje@owysoko.pl), under penalty of considering that the damage occurred during his/her stay at the Property.
2. The Guest should notify RLC Investment of any damage immediately after it is discovered. RLC Investment reserves the right to charge the Guest's payment card for any damages after their departure, or to send an invoice in the case of payment by bank transfer.
3. The Guest is fully financially responsible for all goods and services used during their stay. In the event that the Guest fails to report the use of goods or services upon departure, RLC Investment reserves the right to charge the payment card provided by the Guest as a guarantee of the reservation/payment for the stay.
4. Each time the Guest leaves the Apartment, they should turn off the TV, oven, induction hob, remove all their own food products from the fridge/freezer, turn off the lights, close the water taps, close the windows, balcony exits and entrance doors , turn off the air conditioner and electric bathroom heater.
5. The Guest is financially and legally liable for any damage, destruction, contamination and lack of equipment in the Apartment and in any other place on the premises of the rented Property, resulting from his fault or the fault of persons accompanying him or visiting him, including children and animals under his care. The Guest shall make good any damage caused in the Apartment by paying

a fine (contractual penalty). The price list of fines constitutes Annex No. 1 to these regulations, while the price list of damage and destruction is Annex No. 2. If the fine charged to the Guest does not cover the damage incurred by RLC Investment for which the Guest is responsible, or if a fine is not provided for in Price List 1/ Price List 2 for a given destruction, damage, contamination or lack of equipment, RLC Investment has the right to charge the Guest with compensation for the full amount of the damage, as well as to cover the costs of lost profits of RLC Investment related to the exclusion of the room requiring, for reasons attributable to the Guest, repairs or renovation.

6. RLC Investment reserves the right to charge a deposit to cover any material damage to the Property.
7. After the Guest leaves the Apartment, RLC Investment has 72 hours (counted from 10:00 on the day of departure) to report any damages that may have occurred to the Guest. This report may be made via text message, phone, email or via an internet messenger (messenger, whats up, signal) from which the contact with the Guest was made.
8. RLC Investment reserves the right to charge a refundable deposit ranging from PLN 200 to PLN 1,000, depending on the standard of finishing and equipment, in order to cover potential damage caused by the Guest.
9. Guests are obliged to segregate waste in accordance with the regulations in force in the city of Szczyrk, divided into bio, paper, glass, plastic and segregated waste.
10. Children under 13 years of age should stay on the premises of the Facility under the constant supervision of legal guardians. Legal guardians are financially liable for any damage caused by the actions of children. Minors between 13 and 18 years of age may use the services of the Facility independently under the sole responsibility of their legal guardians.
11. Please remember that we are not responsible for the safety of children playing on the premises of the Facility. We would like to point out that some places, including in particular slopes, sauna, jacuzzi, electrical sockets, devices connected to the power supply , electrical installation cabinets , water and sewage inspections and other technical devices located on the premises of the Facility may be dangerous for children.
12. Guests are obliged to comply with the Sauna Use Regulations, which constitute Annex 3 to the Regulations.
13. Guests are obliged to comply with the Regulations for the Use of the Outdoor Bale, which constitute Annex 4 to the Regulations.
- 14. Please comply with the bans on climbing the slopes within the Facility.**

## **§5**

### **RLC Investment's Responsibility**

1. RLC Investment is liable for the loss of or damage to items brought by the Guest to the extent specified in the provisions of Articles 846-852 of the Civil Code.
2. RLC Investment is not responsible for the destruction, damage or loss of valuables owned by Guests.
3. RLC Investment is not liable for: items of high value, significant sums of money, securities and valuable items, in particular valuables and items of scientific or artistic value, bulky items and items posing a threat to safety.
4. RLC Investment is not liable for any damage to the car caused by failure to comply with the applicable weather conditions in the vicinity of the facility.
5. RLC Investment is not liable for any damage resulting from improper use of equipment in the apartments.
6. RLC Investment is not responsible for any damage to cars, ski equipment, sports equipment or bicycles of guests caused by third parties on the premises.

## **§6**

### **Animal stay**

1. RLC Investment allows pets in selected apartments. This stay must be reported before arrival at the Apartment. A pet fee of PLN 100/day will be added to the reservation . Owysoko reserves the right to refuse to accept an animal without giving a reason.
2. In addition to the pet fee, a refundable deposit of PLN 1,000 is charged. If there is no damage, the Facility will return the deposit within 3 business days, with the date of return being the day the RLC

- Investment account is debited.
3. During the stay, the owner of the animal takes full responsibility for it, any damage caused by the dog , cat or other animal will be valued by RLC Investment employees, and the owner will be charged for the costs of repairing the damage.
  4. For the safety of all guests at the hotel, when outside the room, pets must be on a leash, have a collar and muzzle and - if necessary - a cage, depending on the type and species of the animal.
  5. The owner or guardian of the animal is obliged to remove waste left by the animal throughout the entire premises of the rented Property.
  6. RLC Investment reserves the right to inspect the Apartment where animals are staying if it deems such a need to occur.
  7. RLC reserves the right to refuse to accept a Guest's pet if it deems the animal to be potentially dangerous or likely to disturb order or peace.
  8. Failure to inform the staff about having a pet in the apartment will result in a fine of PLN 500.

### **§7 Silence of the night**

1. Night time silence is required on the premises of the rented Property from 10:00 p.m. to 6:00 a.m. the following day . Disturbing the night time silence may result in a fine of PLN 1,000.
2. Repeated disturbance of the night silence may result in termination of the apartment rental agreement, which must be expressed in writing (text message, e-mail)

### **§8 Complaint procedure**

1. Guests have the right to file a complaint if they notice any deficiencies in the quality of services provided or in any other respect.
2. RLC Investment is obliged to provide services without any errors or other defects.
3. The complaint may be submitted by the Guest in electronic form via e-mail to the following address: [rezerwacje@owysoko.pl](mailto:rezerwacje@owysoko.pl).
4. It is recommended that the Guest provides the following in the complaint description: (1) information and circumstances concerning the subject of the complaint, in particular the type and date of the failure or other defect and (2) contact details of the person filing the complaint – this will facilitate and speed up the handling of the complaint by the Facility. The requirements specified in the previous sentence are recommendations only and do not affect the effectiveness of complaints submitted without the recommended complaint description.
5. RLC Investment will respond to the complaint received from the Guest and inform them about the method of handling the complaint via e-mail. RLC Investment will provide the Guest with a response to the complaint within 30 days of its receipt, unless separate provisions provide otherwise.

### **§9 Order provisions**

1. The Guest is not allowed to make any changes to the Apartment and its equipment. It is forbidden to take furniture and equipment outside the Apartment, including furniture that is not intended for this purpose to the balcony/terrace.
2. Due to fire safety, it is forbidden to use items such as candles , heaters , and electrical devices in the Apartment, which are not part of the Apartment's equipment.
3. **an absolute ban on smoking tobacco products and e-cigarettes** on the premises of the rented Property . Violation of this ban will result in a fine in accordance with the price list. As well as the effect of fire, the guest will be charged for the damage caused by the fire.
4. Sports equipment such as skis, sleds, bicycles must be stored in a designated place (utility room, ski room, bicycle room, garage). It is prohibited to store the above equipment in staircases and corridors of buildings.
5. The area of the facility is under video surveillance (the area around the building, underground garages, ski room and staircase with access to the garage in the Zwalisko 51 B building) the operation of the monitoring is in accordance with the information clause on video surveillance constituting Annex No. 5 to the regulations

## **§10 Processing of personal data**

Personal data will be processed for the purpose of carrying out the reservation process, explaining the circumstances of a possible violation of the Regulations or applicable legal provisions, and considering any complaints. In accordance with Article 13 paragraph 1 and paragraph 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), we inform you that: The administrator of personal data obtained in the reservation process within the meaning of the applicable provisions of generally applicable law, is the Administrator of personal data "OWYSOKO" ul. Zwalisko 51A-51B-51C, 43-370 Szczyrk is RLC Investment Sp. z oo with its registered office at ul. Zwalisko 51A, 43-370 Szczyrk NIP: 9372760752. The entity processing personal data is the online reservation system Hotres.pl, which belongs to the company LEMONPIXEL.pl Roman Korczyński with its registered office in Jelenia Góra 58-570 ul. Młyńska 12A, hereinafter referred to as Hotres.pl

### Personal data:

1. For the purposes of the reservation process / issuing a sales document, the Guest's personal data is collected. Providing personal data is voluntary, but necessary to complete the reservation process.
2. The Guest has the right to access the content of his/her personal data, the right to rectify it, delete it, as well as the right to limit its processing.
3. Optional consent of the Guest to the processing of data for marketing purposes requires checking the appropriate 'checkbox' during the booking process. This consent can be withdrawn by sending an appropriate message to the e-mail address: rezerwacje@owysoko.pl
4. The detailed purposes and scope of personal data processing in the Hotres system are specified in the annex.

### Administrator's Obligations

1. The Administrator ensures that the Guest's personal data is not made available to third parties and in this respect will take the necessary measures and ensure the use of its knowledge and experience in order to implement the said assurance.
2. The Administrator reserves the right to provide personal data to authorized entities (Subprocessors) and in cases provided for by generally applicable law. In particular, this applies to entities such as: online payment systems and reception software.
3. The Administrator is obligated to maintain the secrecy and confidentiality of information obtained in order to carry out the reservation process. The obligation undertaken remains in force for an indefinite period.

### Hotres.pl Obligations

1. Hotres.pl, as the Entity processing the Guest's personal data, ensures the implementation of appropriate technical and organizational measures, as well as additional IT security measures based on proven servers and systems for processing personal data in services provided electronically.
2. Hotres.pl declares that the IT systems used to process personal data meet the requirements of applicable legal regulations, in particular they are protected to a high degree within the meaning of the Regulation of the Minister of Internal Affairs and Administration of 29 April 2004 on the documentation of personal data processing and technical and organizational conditions that should be met by devices and information systems used to process personal data.
3. Hotres.pl subcontractors and employees will be duly authorized to process personal data in connection with the execution of the reservation process, to which the Administrator and the Guest consent.
4. In order to ensure the highest level of security in storing personal data in accordance with the requirements of the GDPR, Hotres.pl is obliged to:
5. a) encryption and anonymization of personal data transmission
6. b) ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services
7. c) the ability to quickly restore the availability and access to personal data in the event of a physical or technical incident
8. d) regularly testing, measuring and evaluating the effectiveness of technical and organisational

measures designed to ensure the security of data processing.

## **§10 Final provisions**

1. The court with jurisdiction to resolve any disputes between the Guest and the Facility is a common court, in accordance with the location of OWYSOKO.
2. These Regulations are effective from 20/09/2024 .

### **Price list for additional services**

1. Change of bed linen and towels for stays up to 7 days inclusive
  - Per person – 100 PLN.
2. Pet stay in the apartment
  - For each day, for each animal – PLN 100 .
3. Extra bed in the apartment:
  - 100 PLN for each day
  - during Christmas – PLN 150 per day
  - during the New Year period and during the winter break – PLN 200 per day
4. Additional person in the apartment:
  - 100 PLN for each day
  - during Christmas – PLN 150 per day
  - during the New Year period and during the winter break – PLN 200 per day
5. Cleaning during your stay
  - 250 PLN

Annex No. 1

### **Price list for fines**

1. Disturbing the night peace may result in a fine of PLN 1,000.
2. Smoking cigarettes and e-cigarettes in the apartment - PLN 800 fine
3. Stay of an additional person above the number of registered persons - the cost of the person's stay according to the price list and a fine of PLN 300
4. Unregistered stay of a dog, cat or other animal - PLN 500 fine

### **Price list for damage and destruction**

1. Damage to household appliances and electronics - the cost of replacing the equipment from before the damage (the facility will present the guest with a purchase invoice)
2. Stains on the couch, bed, chairs, armchairs - cost of dry cleaning - PLN 500
3. Breaking the glass of a balcony railing - PLN 1,000 per piece
4. Breakage of window pane - PLN 500/m<sup>2</sup> calculated based on the area of the entire broken pane
5. Destruction, damage to chair - PLN 500
6. Destruction of damage to the table - PLN 1,500
7. Destruction, damage to bed - PLN 1,000
8. Destruction/damage to kitchen cabinets - PLN 500 for each damaged cabinet
9. Damage to the door inside the apartment - PLN 500
10. Damage to a wardrobe inside the apartment - PLN 500
11. Damage to shower cubicle glass - 1500 PLN
12. Breaking a mirror - PLN 500
13. Destruction or damage to remote controls or controllers in the apartment - PLN 500
14. Destruction of damaged tiles - PLN 150 per tile
15. Flooding of panels inside the apartment - PLN 500
16. Wall dirt damage that cannot be cleaned - PLN 500 per spot
17. Other damages not covered by the price list according to the repair/replacement cost resulting from the actual repair costs based on the VAT invoice

ANNEX 3

### **RULES FOR USING THE FINNISH /TEXTILE/ SAUNA**

#### **§1**

1. These Regulations contain supplementary and special provisions specifying the rules for using the Finnish /textile/ sauna located outside the facility OWysoko Szczyrk Zwalisko
2. The Finnish sauna is an integral part of the facility and all persons using it are obliged to comply with the provisions of these Regulations,
3. Each User is also obliged to strictly comply with the provisions of the main Facility Regulations.
4. In all matters not regulated in these Regulations, the provisions of other Regulations



applicable to Wysoko Szczyrk Zwalisko shall apply, in particular the provisions of the main Facility Regulations.

5. Each person using the Finnish sauna is absolutely obliged to read the content of these Regulations before starting to use them, and then to comply with their provisions. It is also required to read the information boards available in the sauna area.

## **§2**

1. The Finnish sauna is available to all guests of the OWysoko facility in accordance with the rules in force in this zone, taking into account the following reservations.
2. It is not allowed for people who are not guests of the Owysoko facility to stay there.
3. It is forbidden for people from outside the Owysoko facility to be in the sauna.
4. The sauna is available to the public from 16:00 to 22:00 in the winter season from December 20 to March 3. In the event of low occupancy of the facility, the sauna will be activated at the request of guests after contacting the facility's reception (at 536-208-208)
5. The Finnish sauna is a dry sauna with a temperature of 80-90°C and air humidity of up to 20%.
6. Only healthy people or people whose ailments do not constitute contraindications to using this type of sauna may use a Finnish sauna.
7. It is not recommended to use the Finnish sauna: for people with heart disease, high blood pressure and blood vessel diseases; for people with thyroid disease, claustrophobia, epilepsy, acute rheumatic conditions, tumors, acute infections and asthmatic conditions; for people with fever; for women during menstruation and pregnancy; for people who are tired and intoxicated; for people who are allergic or sensitive to essential oils.
8. Children under the age of 16 may use the Finnish sauna only under the constant care and supervision of a parent or adult guardian.
9. Participants of organised groups including school-age children and youth may use the Finnish sauna only in the presence of a group guardian supervising them.
10. The use of the Finnish sauna is at the User's own risk. The Company and its Management are not responsible for the health effects of staying in the sauna.

## **§3**

1. Before entering the Finnish sauna room, you should:  
Take care of physiological needs; remove all metal objects (especially jewellery) as they may cause burns to the body; remove glasses and contact lenses (in the event of failure to comply with this requirement, the User must take into account the risk of damage to the glasses/contact lenses, for which, if any, the Company and its Management shall not be liable); wash the entire body in the shower with soap and then wipe dry; remove pool footwear.
2. A minimum of two people can stay in the sauna.
3. In a Finnish sauna, as a dry sauna, you should sit on a towel and keep your feet on it. The towel should be spread out so that no part of the body touches the seat surface.
4. Any deterioration in well-being should be reported immediately to the Service Reception.
5. All persons using the Finnish sauna are obliged to strictly follow and observe the instructions and orders of the reception desk.

## **§4**

1. In the event of an accident caused by failure to comply with these Regulations, the User shall bear all liability.
2. All persons violating public order or the provisions of these Regulations will be removed from the sauna.
3. Other basic principles of using the Facility and the rules of responsibility and obligations of Customers are the main Regulations of the Facility.

Appendix 4 Rules for using the Russian Banya

## **Regulations Banya**

In order to use the outdoor hot tub, you must arrange the opening and preparation of the hot tubs with the reception of the facility (by calling 536-208-208) by 4 p.m. the previous day. The cost and conditions of using the outdoor hot tub are as per the price list and the following regulations.

Price-list

Preparation, lighting, service after using the outdoor log for 2 to 8 people **Cost PLN 500 (4 hours) \***

Possibility to extend the session for PLN 100 per hour

The tubs can be rented from 4pm to 10pm

### **Rules for using the tub**

1. The tub is an integral part of the "OWysoko" Szczyrk ZWalisko facility and the provisions of these Regulations apply therein. Before entering the tub, please read the Instructions for Use.
2. Use of the tub is tantamount to acceptance of all provisions of these Regulations.
3. Use of the tub is only permitted for persons over 16 years of age.
4. When using the hot tub, always follow the instructions for use, instructions and information provided by the hosts or employees.
5. Only guests of the OWysoko facility may use the balconies. It is not permitted to use the balconies by people who are not guests of the OWysoko facility.
6. Only healthy people or people whose ailments do not contraindicate the use of treatments may use the tub. In particular, the following persons are prohibited from entering the tub:
  - a. With heart disease, hypertension and blood vessel disease,
  - b. With thyroid diseases, claustrophobia, epilepsy, acute rheumatic conditions,
  - c. With cancer, acute infections and asthmatic conditions,
  - d. With elevated body temperature,
  - e. For women during menstruation and pregnancy,
  - f. Tired, under the influence of alcohol and drugs.
7. By entering the tub, the user confirms that their health condition allows for such a form of recreation. For damages, including health effects of staying in the tub, caused by reasons not attributable to the facility, OWysoko Szczyrk Zwalisko" is not responsible.
8. Before entering the tub you should:
  - a. Remove all metal objects,
  - b. Remove glasses and contact lenses,
  - c. Wash your entire body thoroughly in the shower with soap and then pat dry,
  - d. Take off your shoes,
9. It is prohibited to place any items (towels, bathrobes, etc.) on the stove, the stove exhaust outlet or near it.
10. Do not use any liquids, essences, oils or other substances when using the tub.
11. After lighting the logs in the stove (for safety reasons it is not recommended to heat the water to a temperature of 36 to 42 degrees C). The water, depending on the weather conditions, heats up in 2-5 hours.
12. The logs can be used by a maximum of 8 people,
13. **The tub is filled with water intended for 4 people. In the event that more people use it, the water in the tub will be lost due to the overflow through the emergency valve and the water**

**level will be adjusted to the number of people who have used the tub. The water level in the tub will be refilled the next day.**

14. It is forbidden to block the exhaust gas outlet of the gas stove.
15. It is forbidden to interfere in any way with the gas furnace - the furnace is controlled remotely, in case of problems with the temperature, please contact the reception of the facility
16. The use of logs is an additional fee according to the price list.

Annex No. 5

### **Information clause regarding video monitoring**

In connection with the implementation of the requirements under Article 13 paragraphs 1 and 2 of Regulation [EU] 2016/679 of the European Parliament and of the Council of 27 April 2016 [in short GDPR], we provide you with information on the principles of personal data processing through the video monitoring system and your rights related to it, informing you that:

1. The administrator of your personal data is RLC INVESTMENT SP. Z OO 43-370 Szczyrk ul. Zwalisko 51 and contact 502 214 548 e-mail: rlcinvestmet1@gmail.com
2. The purpose of the video monitoring system in OWysoko Szczyrk is to ensure the safety of hotel guests, employees and other people staying in the monitored area through video surveillance of marked places, as well as to protect property in terms of detecting risky behaviours that may occur, e.g. burglary, theft, vandalism or other behaviours of people staying in the monitored area that are inappropriate and inconsistent with accepted social norms.

3. The legal basis for the operation of the monitoring system and collecting data through it is art. 6 sec. 1 letter f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119, 4.5.2016) - processing is necessary for the purposes resulting from the legitimate interests of the Administrator, as well as art. 22<sup>2</sup> of the Act of 26 June 1974 - the Labour Code in connection with art. 111 of the Act of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000) to the extent necessary to ensure, among others, employee safety.
4. The video monitoring system is installed both inside the building and around it in the following places: outside the area in front of the building, and inside: ski room, garage in the building Zwalisko 51A Zwalisko 51C Zwalisko 51C, staircase leading to the playroom
5. In matters relating to the processing of personal data and in the event of exercising rights relating to data processing, please contact the Data Protection Inspector or the Deputy Inspector at the email address: [iod@owysoko.pl](mailto:iod@owysoko.pl) or in writing to the hotel's registered office address indicated above with the note "for the Data Protection Inspector".
6. The principles of using monitoring records are related to the above purposes. The hotel manager may retrospectively review recorded events or situations that may violate the safety of people and property only within the scope of their analysis. It is therefore permissible that the monitoring record for evidentiary purposes may be secured when the recorded event may or does produce legal effects. The hotel management provides secured recordings from monitoring cameras only to authorized law enforcement agencies. The administrator [Hotel manager] always secures events recorded by monitoring that threaten safety, indicate events that are inconsistent with generally accepted social norms for evidentiary purposes in the scope of pursuing claims or defending against potential claims.
7. Recordings from surveillance cameras are stored for about 21 days, but no longer than 1 month, and then the recorded image is overwritten by new recorded images. In some cases related to the need to secure the recording from surveillance, the data processing period will be extended until the recording is transferred to the authorities authorized to obtain it [police, court, prosecutor's office] and it will be further processed by these authorities.
8. The recipients of data from the monitoring system may be entities cooperating with the Controller on the basis of a data processing agreement [Article 28 of the GDPR], e.g. in the scope of IT service and support, as well as authorised bodies with a sole legal interest in obtaining access to personal data recorded by the monitoring system, i.e. bodies conducting proceedings in the case of a possible recorded event, in particular the police, prosecutor's office, court.
9. Within the scope of specific rights in the general regulation on the protection of personal data, you have the right to access personal data [recordings] on the principles specified in art. 15 of the GDPR in justified cases and the right to restrict the processing of data on the principles specified in art. 18 of the GDPR. In order to report the implementation of your rights, you can prepare your own letter [application] or use a ready-made application available on the website in the GDPR tab, which after completing and signing should be sent to the address and contact details indicated above in this information clause. You can also submit a request to the Administrator in oral form to exercise your rights. The Administrator will implement the rights of the data subject depending on the legal basis and the purpose of processing such data and in relation to other GDPR premises or binding legal obligations resulting from separate national regulations exempting the Administrator.
10. You also have the right to lodge a complaint with the President of the Personal Data Protection Office [address and contact details of PUODO: (00-193) Warsaw, ul. Stawki 2, phone: 22 531-03-00, e-mail: [kancelaria@uodo.gov.pl](mailto:kancelaria@uodo.gov.pl), hotline 606-950-000] if it is justified that your personal data are processed contrary to the purpose for which they were collected.
11. Personal data from monitoring will not be transferred to a third country outside the European Economic Area or to international organisations.
12. In relation to personal data recorded by the monitoring system, no activities involving automated decision-making, including profiling, will be undertaken.