

**REGULATIONS OF CAR PARKS MARKED WITH THE LETTERS: A, B, C, D**  
**CHOCHOŁÓW THERMAL BATHS**  
**CHOCHOŁÓW 400, 34-513 CHOCHOŁÓW**

**I. GENERAL INFORMATION**

**§ 1**

1. These Regulations (hereinafter referred to as the "Regulations") define the organisation and rules for using external, unguarded car parks marked with the letters: A, B, C and D (hereinafter referred to as: "Car Parks" or collectively as: the "Car Park") at the Chochołów Thermal Baths complex, located at the address: Chochołów 400, 34-513 Chochołów (hereinafter referred to as: the "Facility" or the "Complex"), owned and managed by Chochołowskie Termy spółka z ograniczoną odpowiedzialnością with its registered office in Chochołów (34-513) Chochołów 400, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number: 0000261672, REGON: 120300433, NIP: 7361640322 (hereinafter referred to as: the "Company" or the "Administrator").
2. Each person entering the Car Park, i.e., both the vehicle's driver and all accompanying persons (hereinafter: the "User"), is obliged to read the content of these Regulations and comply with its provisions. Entering the area of the Car Park means acceptance of the Regulations and consent to the terms of the agreement referred to in § 2.
3. Each User is also obliged to comply with: (i) prohibitions, orders and recommendations presented on information or warning boards and signs placed in the area of the Car Park, (ii) instructions for the use of individual devices located in the Car Park and (iii) instructions and commands of the Staff, to ensure security and order in the Car Park.
4. The Regulations are available for viewing on the board/boards in a visible place in the Car Park and on the official website of the Thermal Baths.

**§ 2**

1. By entering the Car Park, a parking space lease agreement is concluded for a definite period of time, i.e. the time from the moment of entering the Car Park until the moment the vehicle leaves the Car Park, under the conditions set out in detail in these Regulations.
2. The Car Park is intended only for people using the services provided in the Chochołów Thermal Baths Complex, for the duration of this use, during the opening hours of the Facility.
3. The Car Park is unguarded, free of charge. The Administrator is not responsible for caring for and supervising the vehicles in the Car Park.
4. The Car Park area is a traffic zone - the provisions of the Act of 20 June 1997 - Road Traffic Law and the maximum speed of vehicles up to 30 km/h apply in the Car Park area.
5. According to the directional signs, there is one-way traffic throughout the Car Park.

**II. OPENING HOURS**

**§ 2**

1. The Car Park is open on the opening days and hours of the Complex.
2. The Users may start using the Car Park 30 minutes before the applicable opening time of the Facility and stay on its premises no longer than 30 minutes after closing the Facility. Leaving the vehicle outside the allowed parking time will result in charging an additional fee in the amount in accordance with the applicable Price List, subject to section 4 below.
3. The management of the Facility reserves the right to change the opening hours of the Car Park and its total or partial closure on specific days/hours, about which the Customers will be informed accordingly, in particular by posting information on the Facility's website.
4. Leaving the vehicle in the Car Park outside its opening hours is allowed only in special situations, after prior notification and obtaining the consent of the Facility Management.
5. The parking time of vehicles by Users using the accommodation services provided by the Company in the Complex is specified in separate regulations or orders.

### **III. BASIC PRINCIPLES OF USING THE CAR PARK**

#### **§ 3**

1. While staying in the Car Park, all persons must exercise extreme caution, are obliged to pay particular attention to moving vehicles, as well as parked neighbouring vehicles and strictly comply with the provisions of the Regulations, all signs and markings in the Car Park, as well as instructions of the Car Park Staff including protection.
2. Vehicles may only be left in designated parking spaces within their boundaries - parking of vehicles is permitted only within the designated space, in accordance with the location indicated by the Company's staff, with the appropriate distance between vehicles.
3. Each vehicle may park only in one parking space, subject to section 4 below.
4. No more than two motorcycles may be parked in one parking space designated for passenger cars.
5. Parking of buses or similar vehicles is permitted only in designated areas.
6. Disabled parking spaces may only be used by Users with a valid parking card for the disabled, which should be placed in a visible place behind the vehicle's windshield.
7. The Car Park is not intended for longer parking of vehicles such as: campers, caravans, etc. These vehicles may be left in the Car Park only when their Users use the services provided in the Facility. Any longer parking of these vehicles is possible only after prior notification and consent of the Facility Management or in a separate car park for motorhomes and vehicles with caravans, on the terms set out in the Regulations of this Car Park (in the case of a separate car park within the Complex).
8. Parking at entrances, exits, lanes, crossings, pedestrian crossings, evacuation and fire escape routes, places marked with a "No Parking" sign or envelope, and other places not marked as parking spaces, is strictly prohibited.
9. You must not park the vehicle in places and in a manner where parking the vehicle may pose a threat to the movement of vehicles, people or property.
10. When performing parking manoeuvres, the vehicle's driver is obliged to exercise extreme caution and perform all actions so as not to damage other vehicles in the Car Park and park the vehicle in a designated place without blocking its boundaries. The vehicle must be left stationary, with the ignition and the lights switched off.

#### **§ 4**

1. In the area of the Car Park, it is forbidden to cause situations that threaten one's own safety, the safety of other people using the Car Park or that may cause an accident, in particular:
  - a) consumption of alcoholic beverages, intoxicants or drugs or other substances with a similar effect;
  - b) smoking cigarettes, tobacco products, novel tobacco products and electronic cigarettes, etc.; smoking is allowed only in specially designated, properly marked and equipped places;
  - c) smoking or using an open flame;
  - d) polluting the Car Park (in particular, throwing waste, littering, leaving garbage outside the designated areas, etc.) and destroying the infrastructure, greenery, markings and information boards, advertising media, devices and equipment located in the Car Park area, etc.;
  - e) violating public order (e.g. by intentionally making noise, making or playing loud music) and showing any signs of aggression and violence;
  - f) moving vehicles with flammable, corrosive and explosive materials and other materials identified as dangerous, as well as storing fuel, flammable substances or empty fuel containers;
  - g) moving and parking vehicles with defects causing the leakage of dangerous (e.g. fuel) or dirty substances as well as leaks of operating fluids, including in particular oil, coolant and brake fluid leaks; a vehicle with a leaking fuel filler cap, etc.;
  - h) leaving vehicles with the engine running;
  - i) repairing, washing, cleaning or vacuuming vehicles, refuelling, changing coolants, fuel or oil, etc.;
  - j) leaving children or animals unattended (both in the vehicle and outside the vehicle, in the Car Park area);
  - k) organising races or other competitions involving vehicles;
  - l) conducting agitation, commercial, promotional or advertising activities, including leaving advertising trailers or other forms of external mobile advertising, without the prior consent of the Car Park Administrator;
  - m) proclaiming or displaying slogans, symbols, content and materials that are obscene, vulgar, offensive, propaganda, racist, xenophobic, political, religious, etc.;
  - n) starting from the area of the Car Park and using controlled flying models and drones over the area of the Car Park and in close contact with it.
2. The catalogue specified in para. 1 above is not exhaustive. The Administrator and the Administrator's Staff are entitled to specify other prohibited items and behaviours.

#### **IV. RESPONSIBILITY**

##### **§ 5**

1. The Administrator shall not be liable for any damage resulting from the theft, destruction or damage of the User's vehicle, caused in the Car Park by the fault of the Vehicle User, third parties or force majeure. The Administrator is not responsible for items left in the User's vehicle.
2. The Administrator's liability for traffic and parking damage is excluded.
3. By leaving the vehicle in the Car Park, the Vehicle User does not conclude a vehicle storage agreement with the Administrator, or any other agreement obliging the Administrator to take care of the User's vehicle.

4. The vehicle User bears full responsibility for any damage caused to third parties or the Administrator in the area of the Car Park (including damage, destruction and pollution). In the event of damage or noticing, the User is obliged, before leaving the Car Park, to immediately notify the Administrator or the Car Park staff, and in their absence - the Police, about the damage caused or noticed.

#### **§ 6**

1. Anyone who violates the provisions of these Regulations or generally accepted social norms in any way, including failing to comply with the instructions of the Administrator and authorised Staff, will be subject to a penalty in the amount in accordance with the applicable Price List. The Company will also be entitled to claim supplementary damages exceeding the amount of the stipulated contractual penalty on general terms.
2. The User's failure to comply with the rules of using the Car Park indicated in the Regulations, including parking the vehicle and failing to collect it within the applicable time, will result in the vehicle being towed to the location selected by the Administrator and/or - if necessary - notifying the Police officers to undertake official activities. The vehicle will be towed at the cost and risk of the vehicle owner.
3. The Administrator is entitled without prejudice to the right to tow the vehicle in accordance with generally applicable regulations.

### **V. MONITORING**

#### **§ 7**

1. The area of the Car Park is covered by video monitoring, with the reservation that individual places and parts of the Car Park may not be fully monitored.
2. The sole purpose of using video monitoring is to ensure the safety of people staying in the monitored area (including the safety of employees), order and protection of property, and also possible determination, investigation and defence of mutual claims.
3. The registered information will not be used for purposes other than those listed above.
4. It is noted that the monitoring will interfere with customers' privacy as little as possible.

#### **§ 8**

All other detailed information required by the regulations regarding the rules of processing personal data of persons using the services offered by the Thermal Baths are included in the relevant information clauses available on the official website of the Company at: <https://www.chocholowskietermy.pl>, in the tab: <https://www.chocholowskietermy.pl/polityka-przetwarzania-danych-personalch-polityka-transparentnosci-klauzule-informacyjne/>, as well as in the Privacy Policy available in the tab: <https://www.chocholowskietermy.pl/polityka-prezentnosci-obiektu/>.

### **VI. FINAL PROVISIONS**

#### **§ 9**

1. In case of doubt, the owner of the vehicle parked in the Car Park will be considered the User.

2. All complaints and grievances, as well as comments and requests, should be submitted in person to the Thermal Baths Customer Service Office, in writing to the address of the Company's registered office or by e-mail to the following address: bok@chocholowskietermy.pl, with the note: "Complaint". The complaint form, through which a complaint can be submitted, is available at the ticket offices, the Thermal Baths Customer Service Office, and the Company's website.
3. The Company reserves the right to change the provisions of these Regulations. Amendments to the Regulations will be valid on the date provided together with the information about its change. The version of the Regulations that is in force when using the Company's services at a given moment should be considered binding for a given Customer (changes will apply to agreements concluded after the entry into force of the amended version of the Regulations).
4. The Regulations come into force on 27 June 2023.