

## TERMS AND CONDITIONS OF VISITING HISTORYLAND

### I. GENERAL PROVISIONS

1. These Terms and Conditions specify the rules of visiting and using the attractions of the HistoryLand interactive centre and are intended to ensure that the Users receive proper service and enjoy maximum safety while visiting the Facility.
2. Each User is obliged to read and understand these Terms and Conditions prior to purchasing a ticket and entering the Facility. Entering the Facility means accepting these Terms and Conditions.
3. The following terms used in these Terms and Conditions shall have the following meaning:
  - 1) “Facility” shall mean the HistoryLand interactive centre located in the Old Railway Station in Kraków, at Plac Jana Nowaka-Jeziorańskiego 4;
  - 2) “Terms and Conditions” shall mean these Terms and Conditions of Visiting, drafted on the basis of Article 8 of the Polish Law of 18 July 2002 on Provision of Electronic Services (Journal of Laws of 2017, item 1219, as amended), specifying the rules of visiting and using the attractions of the HistoryLand interactive centre;
  - 3) “Organizer” shall mean PTT Invest spółka z ograniczoną odpowiedzialnością spółka komandytowa of Kraków (31-010), ul. Rynek Główny 28, entered into the Register of Businesses, a part of the National Court Register, kept by the District Court for Kraków-Śródmieście in Kraków, Division XI (Commercial Cases and National Court Register Cases), under number 0000539678, NIP (tax identification number): 6762483951, REGON (statistical number): 360611621;
  - 4) “User” shall mean any person staying at the Facility on the basis of a ticket.
4. The condition for being admitted to the Facility is holding a ticket. The prices are specified in the price list available at the [historyland.pl](http://historyland.pl) website and at the Facility’s ticket offices.
5. The Users are obliged to strictly follow the instructions from the Facility’s personnel, in particular in view of the need to ensure the safety of all Users.
6. It is prohibited to use the scale models, devices, and other attractions available at the Facility in discordance with their intended purpose.

### II. OPENING HOURS

1. Entering the Facility is possible only during the opening hours.
2. The Facility is open six days a week, between Tuesday and Friday from 9:00 a.m. to 5:00 p.m. and on Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. The entrance to the visitors path is closed 1.5 hours before the closing time of the Facility (between Tuesday and Friday on 3:30 p.m. and on 4:30 p.m. on Saturdays and Sundays).
3. The Organizer reserves the right to change the opening hours or temporarily close down the Facility (e.g. during Christmas or Easter). The potential changes and interruptions to the functioning of the Facility will be announced by the Organizer at the [historyland.pl](http://historyland.pl) website and at the entrance to the Facility.

### III. MINORS



1. The Facility is intended for children over the age of 3 (three). Due to the nature of the attractions available at the Facility, the Organizer recommends for the User's age to be over 3.
2. Children aged 13 and below may enter the Facility only in the company of a parent or a legal guardian, at the exclusive responsibility of these persons.
3. As part of taking care of the child, parents and legal guardians are responsible for any and all damage caused by the minors under their care.
4. Minors over the age of 13 may use the attractions of the Facility with prior consent from a parent or a legal guardian, to be expressed in writing using the specimen available at the [historyland.pl](https://historyland.pl) website (the "Tickets" tab).
5. The Organizer does not provide any services in terms of taking care of children and other minors. The persons taking care of minors are obliged to do so for the entire period of their stay at the Facility and are responsible for their safety.
6. In the case of organized groups, there should be at least one minder for every 10 persons.

#### IV. TICKETS

1. The Organizer offers the following types of tickets:
  - a) concessionary tickets (for persons aged 16 and below),
  - b) regular tickets (for persons aged over 16),
  - c) family tickets for 4 persons,
  - d) family ticket for 5 persons,
  - e) family ticket for 6 persons,
  - f) group tickets (for 10-20 persons),
  - g) group tickets (for groups of more than 20 persons),
  - h) concessionary group tickets for persons aged 16 or below (for groups of 10-20 persons),
  - i) concessionary group tickets for persons aged 16 or below (for groups of 21+ persons).
2. Admission to the Facility for children aged 4 or below is free.
3. In the case of group concessionary tickets, there should be one minder for every 10 persons; admission for the minders is free.
4. Tickets may be purchased via the [bilety.historyland.pl](https://bilety.historyland.pl) website or at the Facility's ticket office. The rules of ticket purchases are specified in the Terms and Conditions of the [Historyland.pl](https://Historyland.pl) Website and the Online Purchase of Tickets.
5. When making a purchase, the User chooses the type of ticket (regular/concessionary, individual/group) and the date of the visit, according to availability. The system assigns visiting hours using 30-minute intervals.
6. The User is obliged to keep the proof of having purchased the ticket (receipt, VAT invoice, confirmation of bank transfer).

7. The Seller shall not be liable for the User choosing the wrong date of the visit or the wrong type of ticket and the resulting consequences.
8. The ticket price is the gross price of the ticket displayed next to the information about the given ticket. The prices of the tickets on sale are in PLN and include the VAT.
9. Between 1 September 2017, 9:00 a.m., and 28 September 2017, 7:30 p.m., the Seller will offer advance sale tickets. In that case, the Users may purchase tickets at a bargain price. The detailed terms and conditions of the advance sale are available at the [bilety.historyland.pl](http://bilety.historyland.pl) website. The advance sale is carried out via ticket offices and the [bilety.historyland.pl](http://bilety.historyland.pl) website.
10. A purchased ticket allows the holder to enter the Facility on the day of the visit, not more than 15 minutes after the time specified on the ticket.
11. The ticket offices accept payments in PLN and accept payment cards. The list of the accepted types cards is available at the Facility's ticket offices.
12. For safety reasons and in order to ensure comfort of visiting, the preferred limit of persons simultaneously staying at the Facility is 150. The Organizer shall make any and all efforts in order to admit everyone holding a valid ticket to the Facility; however, on certain days (e.g. on weekends), the waiting time for entering the Facility and using its attractions may be longer. In connection with the above, complaints concerning crowding, queues, and longer times of access to the attractions and devices of the Facility will not be examined.
13. The ticket is valid for 1.5 hours from the system recording the fact of the ticket holder entering the Facility. The validity of the ticket cannot be extended.
14. The User shall hold the ticket for the entire period of staying at the Facility. The Organizer's personnel is authorized to check tickets.
15. Tickets are not assigned to visitor names. The User shall be fully liable for giving the ticket to a third party. If several persons holding the same ticket arrive at the Facility, only the first of these persons will be admitted.
16. After entering the Facility, leaving the Facility shall be deemed to be the end of using the Facility's attractions. Entering the Facility again will be possible only after purchasing another ticket. Deviations from this rule are possible in justified cases, with the Organizer's prior consent.
17. For safety reasons, if the number of visitors is too high, the Organizer shall have the right to refuse admission to the Facility and postpone the time of visit specified on the ticket.
18. Tickets not used for reasons for which the Organizer is not responsible are not subject to partial or full refund.

#### V. RULES OF RETURNING TICKETS

1. Unused group tickets may be returned, provided that this is done not later than 24 hours before the start of the visiting period specified on the ticket. The price will be refunded in cash, after the ticket and an identity-confirming document are presented and the transaction number and the e-mail address are given to the person at the ticket office.
2. Unused tickets cannot be returned or exchanged, except if the ticket could not be used due to the Organizer's fault. Legal basis with respect to consumers that purchased a ticket online: Article 38.12 of the Polish Law of 30 May 2014 on Consumer Rights (Journal of Laws of 2017, item 683, as amended).
3. The Users who voluntarily resign from continuing the visit will not have the cost of the ticket refunded.

4. The Seller shall not be liable for situations where the ticket cannot be used for reasons beyond the Seller's control, including but not limited to:
  - a) temporary or permanent loss of connection with the tickets-registering system,
  - b) impossibility of entering the Facility at the time specified on the ticket due to the number of persons queuing to enter the Facility.
5. The date and time on the ticket cannot be changed. Tickets shall not be copied or re-sold and may be used only once.
6. These Terms and Conditions do not exclude or limit any consumer rights on account of statutory warranty for defects that follow from mandatory provisions of law. In the event of conflict between these Terms and Conditions and mandatory provisions of law granting certain rights to consumers, the provisions of law shall prevail.
7. If the User asks for a VAT invoice, he or she agrees to receiving invoices in an electronic form, in accordance with Article 106n of the Polish VAT Law (Journal of Laws of 2017, item 1221, as amended). The consent to delivering invoices electronically does not exclude the invoice issuer's right to issue and send paper invoices.

## VI. USING THE FACILITY'S ATTRACTIONS

1. As part of visiting the Facility, the User may use such attractions as:
  - a) Lego scale models,
  - b) the Helm,
  - c) the Sailing Knot,
  - d) the Trumpet,
  - e) the Playroom.
2. The detailed terms and conditions of using the devices available at the Facility (including potential age limits) are presented on the information boards located next to the devices/attractions.
3. All of the devices made available to the Users are safe, provided that they are used in accordance with the instructions.
4. The devices and attractions may be used only with consent from and in the presence of the Organizer's personnel operating the given devices, except for the devices and attractions that do not require a member of the personnel to operate them.
5. All of the devices and objects intended for playing at the Facility have to be used in accordance with their intended purpose, in particular in line with the safety rules.
6. For safety reasons, in justified cases, the Organizer's personnel may refuse to allow the given User to use certain devices or attractions at the Facility.
7. For every attraction or device at the Facility, there are specific requirements concerning height, weight, age, and physical condition. For safety reasons, the Organizer's personnel may refuse to allow the given User to use certain devices or attractions, in particular due to their age, height, weight, build, or psychophysical limitations.
8. In the cases referred to in section VI.6 and VI.7, above, the User will not be entitled to a reduction of the ticket price.

9. The Organizer shall not be liable for temporary interruptions in the operation of the particular devices/attractions caused by technical, periodic or ad hoc inspections or by damage to elements of the devices caused by third parties.

## VII. SAFETY RULES

1. It is prohibited to bring the following items to the Facility:
  - a) arms,
  - b) glass and sharp objects,
  - c) rigid elements longer than 30 cm (such as umbrellas and stands/handles for taking photos),
  - d) foods and beverages purchased outside of the Facility,
  - e) explosives and pyrotechnical materials,
  - f) flammable materials,
  - g) narcotics and other intoxicants,
  - h) alcohol,
  - i) other items that could pose a threat to the life and health of the persons staying at the Facility.
2. Due to the need to ensure safety, the User acknowledges and agrees that the Facility is under video surveillance and the video may be recorded and will be owned by the Organizer.
3. The following persons are forbidden to enter the Facility:
  - a) persons under the influence of alcohol or any other intoxicating substances or substances that may reduce concentration and psychomotor skills,
  - b) persons with health problems whose life or health may be (even potentially) put at risk by physical effort or light or sound effects.
4. Furthermore, the following are prohibited at the Facility:
  - a) smoking tobacco, except for the areas marked as specifically intended for that purpose,
  - b) bringing alcohol and other intoxicants to the Facility and consuming them,
  - c) bringing any elements of the scale models and other equipment out of the Facility,
  - d) bringing animals into the Facility,
  - e) soiling and littering the Facility,
  - f) placing stickers, painting, and drawing on the walls and/or floors of the Facility,
  - g) carrying out sales, advertising, and canvassing activities, collecting money, and political agitation without the Organizer's consent,
  - h) entering rooms or their parts that are intended only for authorized personnel (back-up facilities, offices, utility rooms, cloakroom),

- i) damaging or destroying the items located in the Facility.
- 5. Since the Facility features sound and light effects, persons using medical electronics, such as pacemakers, insulin pumps, hearing aids, and similar devices, are prohibited from entering the Facility.
- 6. Persons suffering from epilepsy are advised not to enter the Facility.
- 7. In the event of noticing any random events, accidents, defects, or other events and behaviours posing a threat at the Facility, please immediately inform the Organizer's personnel.
- 8. The Organizer reserves the right to refuse admission to the Facility at his discretion, including in the case of a justified suspicion that the User is under the influence of alcohol or other intoxicants.
- 9. In justified cases, the Organizer's personnel may ask the User to undergo a sobriety test. Refusal to undergo the sobriety test may result in the User being treated as a person under the influence of alcohol, with all the consequences specified in these Terms and Conditions.
- 10. At his discretion, the Organizer may demand that certain persons leave the Facility, including but not limited to persons that do not hold a valid ticket, violate these Terms and Conditions or the generally accepted rules of behaviour, pose a threat to other Users, are aggressive, or fail to follow the instructions from the Organizer's personnel. In such a case, the cost of the ticket will not be refunded.
- 11. The Facility is under audiovisual surveillance and is protected by security service personnel.
- 12. Members of the security service personnel are authorized to:
  - a) apprehend a person posing a direct threat to the life and health of other Users or the property under protection until the Police arrives at the scene,
  - b) check if the persons entering the Facility are bringing in any of the prohibited items listed in this section VII.

#### VIII. PHOTOGRAPHING AND FILMING

- 1. Photographing and filming by Users is permitted, provided that the photos and videos are used by the Users for private purposes. The Organizer does not agree to commercial use of the photos and videos made at the Facility.
- 2. The Organizer shall not be liable for violations of personality rights related to the User's image being published by third parties against his or her will.
- 3. The Users agree to video surveillance covering their stay at the Facility and for these videos to be used in the case of a dispute between the Organizer and a User.

#### IX. LIABILITY

- 1. The parents or legal guardians are responsible for the children and minors.
- 2. The User is fully aware of and accepts the fact that the Organizer shall not be in any way liable for:
  - a) damage and losses, including physical injuries and their consequences, caused by using the Facility and its attractions incorrectly and in discordance with these Terms and Conditions,
  - b) destruction of or damage to the property of other Users.

3. The User shall be fully liable for the consequences of failing to follow instructions from the personnel and these Terms and Conditions, as well as for their own lack of due carefulness. This liability shall cover in particular claims for damages and other claims from Users.
4. The Organizer shall not be liable for interruptions in the functioning of the Facility caused by force majeure events, such as power cuts, online data transfer failures, and payments module failures.
5. The Organizer shall be liable exclusively for the events caused by his wilful misconduct.
6. The Organizer shall not be liable for the User failing to read and understand these Terms and Conditions and the instructions of use of the devices/attractions located at the Facility.

#### X. CLOAKROOM

1. The Users have to leave their outerwear and baggage at the cloakroom.
2. The cloakroom is open during the opening hours of the Facility.
3. The Organizer shall not be responsible for the items left at the Facility outside of the cloakroom.
4. The Organizer and the Organizer's personnel shall not be responsible for the valuables, money, and documents left at the cloakroom.
5. The Organizer shall not be responsible for the items lost or left at the Facility and in its surroundings.
6. After concluding his or her visit, the User has to immediately pick up his or her things from the cloakroom. The Organizer does not provide deposit services.
7. In the case of losing the cloakroom ticket, a handling fee of PLN 10.00 is charged.

#### XI. COMPLAINTS

1. Any and all complaints concerning the functioning of the Facility should be made in writing, to the following address: PTT Invest spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Rynek Główny 28, 31-010 Kraków, or by e-mail to [bok@historyland.pl](mailto:bok@historyland.pl). Complaints may only be made by the Users who used the services provided by the Organizer and by their parents or legal guardians. The complaint form is available at the [historyland.pl](http://historyland.pl) website and at the ticket offices.
2. In order for the complaint to be properly examined, it should contain the first and last name, address, and e-mail address of the person making the complaint, a detailed description of the violation/object of the complaint, and a copy of the proof of having purchased the ticket/the ticket itself.
3. Complaints will be examined within 14 days of being received. The User will be informed about the decision electronically or in writing, to the contact data provided by him or her.

#### XII. PERSONAL DATA

1. Personal data is processed in accordance with the Polish Law on Personal Data Protection (Journal of Laws of 2016, item 922, as amended) and is not shared with other parties, except for the payments operator, in order to complete the tickets purchase transactions.
2. The Seller is the data controller for the personal data of the Users and the minors under their care. Personal data will be processed for the purposes of providing services and selling products, examining the potential complaints, and communicating sales and marketing information electronically. Personal data will be protected and processed in accordance with the Polish Law of 29 August 1997 on Personal Data Protection (Journal of Laws of 2016, item 922, as amended).



3. The User has the right to inspect his or her data, correct it, and demand the cessation of its processing or its deletion. The Seller shall guarantee each User with the right to inspect the processing of his or her personal data, in accordance with Article 32 of the Polish Law on Personal Data Protection. The provision of personal data by the User is voluntary, but necessary to execute the ticket purchase agreement.
4. The Facility is under video surveillance introduced by the Organizer in order to ensure maximum security of the Users. The processing of personal data in terms of the User's image takes place in accordance with the Polish Law on Personal Data Protection, in view of the need to protect the life and health of the Users and to protect property. The User may inspect his or her data at any time.

### XIII. FINAL PROVISIONS

1. To the extent not regulated by these Terms and Conditions, the applicable legal regulations and the Terms and Conditions of the Historyland.PL Website and the Online Purchase of Tickets shall apply.
2. These Terms and Conditions are available at the [historyland.pl](http://historyland.pl) website, at the ticket offices, at the Organizer's registered office, and at specific locations at the Facility.
3. In the case of a need to amend these Terms and Conditions, the price list, the opening hours, or the attractions offered, the Organizer shall notify the Users of this fact at least 14 days prior to the amendments coming into effect, via the [historyland.pl](http://historyland.pl) website. In such a case, the amendments shall not in any way violate the rights acquired by the Users prior to these amendments coming into effect, which means that the already executed and the already performed agreements shall be governed by the then Terms and Conditions.
4. These Terms and Conditions come into effect on 1 September 2017.