

REGULATIONS FOR RESERVATION OF CAMPSITE SPACES, PARKING SPACES FOR CAMPSITE USERS, CAMPER PARKING SPACES AND PARKING SPACES MADE VIA THE PORTAL

<https://www.lodzsummerfestival.pl>

§ 1 Definitions

The terms used in these Regulations mean:

1. Regulations - these regulations.
2. Parking Regulations - regulations for the use of car parks during the Event, available on the website <https://www.lodzsummerfestival.pl/> and at the car parks.
3. Portal - the portal operating under the domain <https://www.lodzsummerfestival.pl/>, co-operated by the Operator.
4. Operator - Aqua Park Łódź Sp. z o.o.
5. Event - the Łódź Summer Festival, taking place on 24-26 July 2026 in Łódź.
6. Area - the area of the municipal green space at the corner of Kusocińskiego and Juszcakiewicza Streets in Łódź and the car park at ul. Konstantynowska 115.
7. Campsite - the designated and fenced area of the municipal green space at the corner of Kusocińskiego and Juszcakiewicza Streets in Łódź.
8. Client - a natural person, legal person or organisational unit without legal personality to which the law grants legal capacity, making a reservation of a parking space for a camper-type vehicle, a campsite space or a car space via the Portal.
9. Reservation - a service consisting of temporarily blocking the camper parking spaces, campsite spaces, campsite spaces with parking for a passenger car, or parking space indicated by the Client, together with information on the order status.
10. Ticket - a ticket entitling the holder to use the purchased services: (i) a parking space for a camper-type vehicle, and/or (ii) a tent space, and/or (iii) a tent space and passenger car space, and/or (iv) a car space during the Event, in the form of an electronic PDF ticket.
 - a. Ticket for a parking space for a camper-type vehicle - a document issued by the Operator confirming the right to enter the Area with a Camper-type vehicle or a motor vehicle with a camping trailer, in the form of an electronic PDF ticket.
 - b. Ticket for a tent space - a document issued by the Operator confirming the Client's right to stay at the Campsite, in the form of an electronic PDF ticket.
 - c. Ticket for a tent space with a passenger car - a document issued by the Organizer confirming the Client's right to stay at the Campsite and enter the Area with a passenger car, in the form of an electronic PDF ticket.
 - d. Ticket for a car space - a document issued by the Organizer confirming the right to enter the Area with a passenger car other than a Camper or a motor vehicle with a camping trailer, in the form of an electronic PDF ticket.
11. Fee - the fee due to the Operator for providing a parking space for a camper-type vehicle, a tent space, or a parking space for a car during the Event.
12. Portal - the website <https://www.lodzsummerfestival.pl/>, owned by the Operator.
13. Service Fee - the fee due to the Operator for providing services related to sales conducted via the Portal, including in particular the Reservation service and making the Portal available to the Client. The Service Fee covers in particular the Operator's costs related to maintaining IT systems enabling use of the Portal, handling Reservations, making Tickets available, remuneration of personnel handling orders, etc.
14. UPK - the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2024, item 1796, as amended).
15. GDPR - 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 (General Data Protection Regulation).
16. UŚUDE - the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2024, item 1513, as amended).

§ 2 Scope of application of the Regulations

1. On the terms set out in these Regulations, the Operator concludes agreements concerning the use during the Event of the area located on Łódzkie Błonia in the place designated as the campsite, the car park for campers and cars with camping trailers, and cars of clients using the campsite car park.
2. Making a Reservation is equivalent to accepting these Regulations.
3. The Client confirms having read these Regulations and the Regulations for Use of the Campsite Area, the Car Park for Vehicles of Persons Using the Campsite, and Parking Spaces for Campers, by ticking the relevant box in the Portal when making the Reservation.
4. These Regulations have been prepared in accordance with Article 8(1)(1) of UŚUDE and in order to fulfil the entrepreneur's information obligations in contracts concluded away from business premises or at a distance, which the Operator, as an entrepreneur, is obliged to provide pursuant to Article 12(1) of UPK.

§ 3 Ticket purchase process

1. In order to make a Reservation and purchase Tickets, the Client:
 - a) selects the date and ticket that the User wishes to reserve;
 - b) provides their data, i.e. first name and surname, e-mail address and telephone number;
 - c) confirms having read the Regulations by ticking the "I have read" checkbox;
 - d) selects a payment method from the list made available in the Portal.
2. For each purchase, the Operator charges a Service Fee related to the Reservation. The Operator informs the Client about the ticket price and the amount of the Service Fee before the Client makes the purchase, in such a way that before confirming the Reservation the Client sees a summary in the Portal with the amount to be paid, specifying the ticket price and the Service Fee.
3. The Client accepts the Reservation terms by pressing the "I buy with obligation to pay" button.
4. The Client is responsible for the truthfulness and correctness of the data referred to in item 1(b) and (c).
5. The Reservation is temporary and is valid for the time specified in § 5 items 3 and 4 below, resulting from the selected payment method.
6. The Operator sends a Reservation summary to the Client's e-mail address indicated in accordance with item 1(b).
7. The Client pays the amount resulting from the Reservation in accordance with the payment method selected by the Client.
8. After receiving the full amount resulting from the Reservation, the Operator delivers the Tickets in accordance with § 6.

§ 4 Form of Tickets

1. Tickets are available in the form of PDF Tickets.
2. The Client undertakes to keep the reservation number confidential and not to make the PDF Ticket file or printout available to third parties, and therefore undertakes to protect the electronic ticket against any attempts at copying, scanning or duplication.

§ 5 Payment methods and Reservation validity period

1. The available payment methods are specified in the order summary (PayU, Blik, Mastercard, Visa).
2. The name of the entity/entities cooperating with the Operator, referred to above, is available in the Portal and is visible to the Client during the Ticket purchase process. In order to perform the agreement, it is necessary to provide such entity with the Client's personal data in the following scope: first name, surname, e-mail.
3. The date and time of Reservation validity is the latest point in time until which the Operator's system waits for confirmation of payment from the online payment operator or for the payment to be credited to the Operator's bank account. This deadline depends both on the time remaining until the start of the Event and on the selected payment method, and is indicated each time in the e-mail confirming the Reservation.
4. If, within the Reservation validity period referred to above, counted from the moment the Client accepts the Reservation in accordance with § 3, the total amount due under the Reservation is not paid, the unpaid Reservation is cancelled. In such a case, the Operator is not liable to the Client for the inability to

purchase tickets or for the lack of tickets at the price originally selected by the Client.

5. The Operator has the right to cancel a reservation in the following cases:

- a) early termination of ticket sales at the request of the Organizer of the Łódź Summer Festival;
- b) existence of other reservations of the same Client which have not been paid.

6. The Client's personal data are processed in order to conclude the Ticket sale agreement. The agreement between the Operator and the Client is concluded at the moment of payment of the full amount due under the Reservation. The Ticket constitutes proof of conclusion of the agreement.

7. If the bank transfer option is selected, payment may be made only to the bank account number indicated in the Reservation confirmation sent to the Client's e-mail address indicated in accordance with § 3 item 1(b).

8. The Operator accepts transfers in PLN.

9. In the case of payment in another currency or payment in PLN from an account maintained by a bank outside Poland, the Client should select the option for sharing foreign/currency transfer costs in such a way that the full amount due is credited to the Operator's account. All costs related to processing the payment are borne by the Client.

10. If the Client transfers funds in connection with the Reservation in a manner other than that specified in items 7, 8 and 9, and they are credited to the Operator's account, the Operator will return them to the Client's sender account, deducting from the transfer amount the cost of processing such payment charged by the Operator's bank.

§ 6 Forms and conditions of Ticket delivery

Ticket forms are delivered by e-mail in the form indicated in § 4, to the e-mail address indicated by the Client in accordance with § 3 item 1(b), no later than 1 business day from the moment of receipt of the full amount resulting from the Reservation in accordance with § 5.

§ 7 Cancelled Events and Ticket refunds

1. Ticket refunds are possible only in the event of:

- a) cancellation of the Event; or
- b) change of the date or venue of the Event.

2. Ticket refunds are not possible in cases other than those described in item 1.

3. In the case referred to in item 1(b), the Operator informs the Client about the possibility of returning Tickets or maintaining their validity for the changed Event.

4. The Client makes the decision described in item 3 within the period indicated by the Operator in the information about the change to the Event.

5. Failure by the Client to make the decision referred to in item 4 above before the indicated deadline is understood as acceptance of the changed Event and maintenance of the validity of the Tickets.

6. In the case referred to in item 1(a), and in the case referred to in item 1(b) where the Client has chosen to return the Tickets, the Portal Operator will refund the amount due to the Client without delay, no later than within 10 business days, in the same manner in which the Client paid for the Reservation.

7. The Operator informs the Client about the circumstances indicated in items 1 and 3 at the e-mail address indicated by the Client in accordance with § 3 item 1(b), and is not liable for unavailability or malfunction of the Client's e-mail inbox or for the Client's failure to check correspondence.

8. With respect to contracts for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, where the contract specifies the day or period of service provision, the Client does not have the right to withdraw from the contract.

§ 8 Conditions for provision of services

1. Upon payment of the full amount due under the Reservation, an agreement is concluded between the Client and the Operator.

2. Under the agreement, the Client is entitled to enter the car park on the date indicated in the reservation form and/or occupy a campsite plot, depending on the type of Tickets purchased.

3. By concluding an agreement for reservation of a parking space and/or campsite, the Ordering Party accepts the terms of the regulations of the relevant car park. The regulations are available at:

<https://www.lodzsummerfestival.pl>.

4. Under the agreement, the Operator is obliged to ensure the availability of the reserved services to the Client during the period indicated in the concluded agreement.

5. If the Client's use of the parking space and/or campsite is longer than the parking/stay time indicated in the reservation confirmation and issued Ticket, the Client, before leaving the car park and/or campsite, will be obliged to pay at the car park service office a fee for using the parking space and/or campsite for the period resulting from the additional parking/stay time, counted from the end time of the reservation to the time of payment for the ticket, according to the rates for each commenced hour of additional parking and/or use of the campsite under the applicable price list available at the car park.

6. Multiple entries are not permitted. Leaving the car park by a vehicle during the parking reservation period means that the reservation ends at the moment of departure. If the reservation ends in the manner described above, the fee for the reservation service is not refunded.

§ 9 Complaints

1. All Client complaints should be sent to the e-mail address fala@aquapark.lodz.pl as a message entitled "Complaint".

2. The Operator considers a complaint within a maximum of 14 business days and sends the response to the complaint by e-mail to the Client's address from which the complaint was sent.

3. In cases caused by force majeure, the complaint consideration period described in item 2 above may be extended and will amount to 14 days from the date on which the circumstances constituting force majeure cease, and the Client will be promptly notified by the Operator of the extended complaint consideration period.

4. Any refunds and compensation to the Client as a result of a complaint being accepted will be made after the complaint has been considered.

5. In the event of negative consideration of a complaint by the Operator, the Client has the right to use out-of-court dispute resolution methods. Detailed information on the possibility of using this form of dispute resolution is available on the website of the Office of Competition and Consumer Protection at www.uokik.gov.pl.

6. In order to resolve a dispute amicably, the Client may also submit a complaint through the ODR (Online Dispute Resolution) online platform, available at: <http://ec.europa.eu/consumers/odr/>.

7. All disputes related to services provided by the Operator will first be resolved amicably, and if the parties do not reach an agreement, the dispute will be submitted for resolution by a common court.

§ 10 Technical conditions and requirements for provision of services

Proper use of the Portal requires the use of current versions of web browsers compliant with the HTML5 standard, with JavaScript and SSL enabled.

§ 11 Other provisions

1. These Regulations enter into force on the date of publication.

2. The Operator is not liable for damage caused by actions or omissions of the Client or other persons, in particular for their use of the Portal in a manner inconsistent with applicable law or these Regulations.

3. The Operator is not liable to the Client for actions of the Event Organizers, in particular for a cancelled or delayed Event, subject to the provisions of § 9.

4. A Ticket that is illegible, destroyed or damaged does not entitle the Client to use the Parking Space and/or Campsite.

§ 12 Personal data protection - privacy policy

1. The administrator of the Client's personal data is the Operator - Aqua Park Łódź Sp. z o.o.

2. The Client may contact the data administrator by e-mail at: rodo@aquapark.lodz.pl.

3. The Client may request access to their personal data in order to rectify, erase, transfer or restrict processing of such data, or may object to further processing.

4. Personal data, after the legal grounds for further processing expire, are anonymised.

5. The data retention period is determined in accordance with the purpose of the services.

6. Information concerning personal data processed in the Reservation, purchase and Ticket delivery process:

a) the scope of processed data includes first name, surname, e-mail and telephone number;

b) processing is necessary for the conclusion and performance of the agreement pursuant to Article 6(1)(b) GDPR, and after performance of the agreement the data are processed on the basis of: Article 6(1)(c) in connection with Article 18(1) ÚŠUDE, Article 74(2)(1) of the Accounting Act of 29 September 1994 (Journal of Laws No. 121, item 591, as amended), Article 86 of the Tax Ordinance Act of 29 August 1997 (Journal of Laws No. 137, item 926, as amended), and on the basis of Article 6(1)(f) GDPR for the purpose of considering and pursuing possible claims or complaints and for analytical and statistical purposes;

c) If the Reservation remains unpaid, the Client consents to the processing of personal data for the purpose of closing the Reservation until the date of the Event or until completion of the complaint process;

d) In the case of payment via online payments, in order to perform the agreement it is necessary to provide the data consisting of first name, surname and e-mail to the entity providing services for accepting payment cards and/or online transfers;

e) In the event of cancellation of the Event or division of the Event, in order to perform the agreement it is necessary to process personal data in the scope of first name, surname, e-mail and telephone number for contact by e-mail, SMS or telephone and to obtain the Client's decision regarding Ticket refunds or maintaining their validity for the changed Event in accordance with the provisions of § 8.

7. Information concerning personal data processed for the purpose of a one-time assessment of the Event:

a) the scope of processed data includes the e-mail address provided when making the Reservation, the nickname chosen by the Client when assessing the Event, and the IP address from which the assessment was sent;

b) the legal basis for processing is the legitimate interest pursued by the Operator pursuant to Article 6(1)(f) GDPR.

8. Information concerning personal data processed for the purpose of SMS and e-mail notifications for reservations:

a) the scope of processed data includes the Client's first name, surname, e-mail and mobile telephone number;

b) the legal basis for processing the data is the Client's prior one-time consent to receive SMS messages with notifications:

- The PDF Ticket is ready for download;
- Confirmation of payment.