
CRYSTAL
MOUNTAIN

VOUCHER

REGULATIONS
OF VOUCHERS

§ 1. GENERAL PROVISIONS

1. These regulations define the conditions for the purchase and redemption of vouchers (hereinafter: "Vouchers") at Crystal Mountain Hotel***** in Wisła (hereinafter: "Hotel").
2. The issuer of the Voucher is Wisła Mountain Resort Operator spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Warsaw (00-023) at ul. Widok 8, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0000678720, NIP [Tax No.]: 5213782029 (hereinafter: "Issuer").
3. Issuer's contact details:
 - 3.1. email address: rezervacja@crystal-mountain.pl
 - 3.2. phone: +48 33 44 34 800.
4. The buyer of the Voucher is the entity that purchases the Voucher from the Issuer (hereinafter: "Buyer"), whereby the Buyer may purchase a Voucher for another person (e.g. as a gift).
5. Vouchers are sold via the Issuer's website: www.crystal-mountain.pl/vouchery (hereinafter: "Website"). The Regulations also apply to the sale of Vouchers via other sales channels and the redemption of these Vouchers, with the exception of the provisions of § 3, which are related to the process of making a purchase via the Website.

§ 2. VOUCHER – GENERAL INFORMATION

1. Vouchers are divided into:
 - 1.1. amount vouchers (hereinafter: "Amount Vouchers"), which entitle the Holder to use the stay at the Hotel up to the value of the Voucher;
 - 1.2. packet vouchers (hereinafter: "Packet Vouchers"), which specify the type and scope of services to which the Voucher entitles.
2. The list of currently available Vouchers is available on the Website.
3. Detailed information on the type, scope and time of use of the Voucher is contained in the offer to purchase a specific Voucher on the Website. Unless the offer on the Website provides otherwise, the Voucher is valid (can be used) for 12 months from the date of its purchase.
4. The Voucher is personal, which means that it must be purchased for a designated person who is only entitled to use the Voucher (hereinafter: "Holder"). The first name and surname of the Holder is on the Voucher. The Holder must be a participant of the stay for which the Voucher is used. The person whose personal data are not on the Voucher cannot use the Voucher, unless they participate in a stay at the Hotel together with the Holder.
5. The Voucher cannot be traded. The Voucher cannot be transferred to other persons, unless the Holder is unable to use the Voucher within its validity period and clearly informs the Issuer about making the Voucher available to another person, indicating their first name and surname and authorising the Issuer to allow the use of the Voucher by that person.
6. The Voucher has its own individual identification number. Vouchers are registered by the Issuer.



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§ 3. PURCHASE OF A VOUCHER – CONTRACT CONCLUDED AT A DISTANCE

1. In order to purchase a Voucher, the Amount Voucher or the Package Voucher must be selected from those available on the Website.
2. After selecting the type of Voucher, the Buyer proceeds to the form in which they enter their personal data and the data of the recipient (Holder), select the delivery method and indicate the address to which the Voucher is to be sent. Delivery to an address within Poland and electronic delivery to an e-mail address is free of charge. Delivery of a Voucher issued in a traditional (paper) form outside of Poland involves an additional shipping cost, added to the price of the Voucher, in the amount indicated in the form.
3. An electronic Voucher is equivalent to a traditional Voucher.
4. The Buyer is obliged to pay the entire amount due for the Voucher through one of the electronic payment methods available on the Website.
5. Making an electronic payment involves redirection to the operator of the selected payment system, while the payment by payment card or electronic bank transfer is carried out through Dotpay Settlement Centre. The Issuer does not charge the Buyer with additional costs in connection with the execution of payments by Dotpay Settlement Centre. After making the payment, the Buyer is automatically notified at the e-mail address provided about the purchase of the Voucher. The e-mail will contain in particular: details of the Buyer and the Holder, name of the Hotel, description of the selected offer, total cost of the Voucher, possible shipping cost.
6. If the Purchaser fails to make the payment immediately, the Voucher is kept in a pre-booked state. The Buyer will receive a confirmation of the initial booking with a link for making the payment to the e-mail address provided. The initial booking is valid for 48 hours from the moment of booking and is cancelled if the payment for the Voucher is not made within this time.
7. After receiving the payment for the Voucher (with the possible cost of shipment outside Poland), the Issuer will send the Voucher in the manner chosen by the Buyer. The shipment will take place within three business days from the date of receipt of the payment by the Issuer.
8. The Buyer being a consumer who purchased the Voucher via the Website may withdraw from the contract concluded in this way within 14 days without giving any reason. The declaration of withdrawal may (but does not have to) be submitted on a form the specimen of which is provided by the Issuer to the Buyer together with the Voucher.
9. In order to exercise the right to withdraw from the contract referred to in section 8, the Buyer should inform the Issuer of their decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post or e-mail).
10. In order to keep the deadline for withdrawing from the contract referred to in section 8, it is enough for the Buyer to send information regarding the exercise of their right to withdraw from the contract before the deadline to withdraw from the contract.
11. In the event of withdrawal by the Buyer from the contract in the manner specified in section 8, after submitting a request to start the service based on the Voucher before the deadline to withdraw from the contract, the Buyer shall be obliged to pay for the services provided until the withdrawal from the contract.

§ 4. USE OF THE VOUCHER

1. In order to use the Voucher, the Holder should make a booking at the Hotel, provided that:
 - 1.1. the stay starts within the validity period of the Voucher;
 - 1.2. the booking should be made at least seven days in advance, providing the Voucher number and using only one of the following booking channels:
 - 1.2.1. in the case of the Amount Voucher (i) through the website: www.crystal-mountain.pl, or (ii) by email: rezerwacja@crystal-mountain.pl, or (iii) by phone under number: +48 33 44 34 800, or (iv) in person at the Hotel;
 - 1.2.2. in the case of the Package Voucher (i) by e-mail: rezerwacja@crystal-mountain.pl, or (ii) by phone under number: +48 33 44 34 800, or (iii) in person at the Hotel.



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- 1.3. the date of stay based on the Package Voucher cannot fall within the periods indicated in section 2 below;
 - 1.4. the use of the Voucher on the date selected by the Holder, within the scope of the offer held or selected by the Holder, is subject to the availability of vacancies on that date. If there are no vacancies on the selected date, the Hotel will propose other free dates within the validity period of the Voucher.
 - 1.5. upon arrival at the Hotel, during the registration of the stay at the reception, the Holder should declare the intention to use the Voucher and, for this purpose, present the Voucher with a readable individual Voucher number to the Hotel staff. Failure to present the Voucher prevents its use.
2. The stay with the use of the Package Voucher cannot fall, in whole or in part, in the period:
 - 2.1. from 23 December to 2 January;
 - 2.2. of Easter (Maundy Thursday, Good Friday, Holy Saturday, Easter Sunday, Easter Monday);
 - 2.3. of May Bank Holiday weekend (27 April – 6 May);
 - 2.4. excluded in accordance with the content of the offer under which the Package Voucher was purchased.
3. The Voucher is single-use and indivisible, i.e. it can be used only during one stay at the Hotel. If the payment for the stay is higher than the value of the Voucher, the Holder is obliged to pay the missing amount. The Voucher or its unused part is not exchangeable for cash or any other vouchers, benefits, services, goods or other discounts. The foregoing provision does not affect the Holder's rights under the law if the Voucher is not used due to the Issuer's fault or for reasons beyond the Issuer's or Holder's control.
4. The Voucher cannot be used as means of payment for services not provided by the Issuer (e.g. services of entities operating on their own within the area of the Hotel).
5. The Voucher cannot be redeemed for the purchase of other vouchers.
6. The stay at the Hotel takes place on the terms described in the Hotel Regulations, available on the website www.crystal-mountain.pl and at the Hotel reception.

§ 5. COMPLAINTS

1. The Buyer and the Holder have the right to file a complaint in the event of noticing shortcomings in the process of purchasing the Voucher, redeeming the Voucher or in any other scope related to the Voucher.
2. The Issuer is obliged to provide services related to the purchase and redemption of the Voucher without any faults or other defects, in particular, it is obliged to enable the Voucher to be redeemed if the Holder meets the conditions described in the Regulations.
3. A complaint may be submitted by the Buyer or the Holder, for example:
 - 3.1. in writing to the Issuer's delivery address, indicated in § 1 section 2 of the Regulations;
 - 3.2. in electronic form via e-mail to the following address: rezerwacja@crystal-mountain.pl.
4. It is recommended that the Buyer or Holder provide the following details in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular, the type and date of occurrence of the shortcoming or other defect, and (2) contact details of the person making the complaint – this will facilitate and accelerate the consideration of the complaint by the Issuer. The requirements set out in the previous sentence are only recommendations and do not affect the effectiveness of the complaints submitted without the recommended description of the complaint.
5. The Issuer will respond to the received complaint and will inform the person submitting the complaint about the method of considering the complaint, in particular, in writing or via e-mail, if the Buyer or the Holder has provided an e-mail address for this purpose. The Issuer will provide the Buyer or the Holder with a response to the complaint within 30 days from the date of its receipt, unless separate provisions provide otherwise.



§ 6. PERSONAL DATA PROTECTION

1. Providing personal data necessary to purchase the Voucher, marked in the order form with the asterisk symbol, is voluntary, but failure to provide them makes it impossible to purchase the Voucher.
2. In order to use the Voucher, it is necessary to provide at least the first name and surname of the Holder, as well as other data necessary to make a booking for a stay at the Hotel, in accordance with the Hotel regulations. Providing these data is voluntary, but failure to provide them makes it impossible to carry out the stay on the basis of the Voucher. Before starting the stay at the Hotel, the Holder should present a document confirming the identity at the Hotel reception to prove the right to use the Voucher.
3. The Issuer receives the Holder's personal data from the Buyer. The received data includes the first name and surname of the Holder and any other data of the Holder voluntarily provided by the Buyer.
4. The Issuer is the controller of your personal data.
5. Personal data are processed by the Issuer for purposes related to the purchase and enabling the redemption of the Voucher. Starting from the Holder's notification of the intention to stay at the Hotel, the Holder's personal data are also processed on the terms described in the Hotel regulations, available on the website www.crystal-mountain.pl and at the Hotel reception.
6. The legal basis for the processing of the Buyer's personal data is:
 - 6.1. conclusion and performance of a contract covering the purchase of a Voucher to which the Buyer is a party [Article 6(1)(b) of the GDPR],
 - 6.2. implementation of the objectives resulting from legitimate interests pursued by the Issuer, such as direct marketing by sending the Newsletter (if, during the purchase, the Buyer expresses the will to receive e-mail information about special offers), payment processing using external payment processing systems, investigating or defending claims, handling complaints, internal administrative purposes of a group of companies [Article 6(1)(f) of the GDPR],
 - 6.3. performance by the Issuer of legal obligations imposed on the Issuer in connection with the sale of the Voucher, in particular, those resulting from tax, accounting and consumer rights regulations [Article 6(1)(c) of the GDPR].
7. The legal basis for the processing of the Holder's personal data is:
 - 7.1. performance of the contract with the Holder by enabling the Holder to use the Voucher [Article 6(1)(b) of the GDPR],
 - 7.2. implementation of the objectives resulting from legitimate interests pursued by the Issuer, such as pursuing or defending claims, handling complaints, internal administrative purposes of a group of enterprises [Article 6(1)(f) of the GDPR],
 - 7.3. performance by the Issuer of legal obligations imposed on the Issuer in connection with the sale and implementation of the Voucher, in particular, those resulting from tax and accounting regulations and provisions on consumer rights [Article 6(1)(c) of the GDPR].
8. The Issuer entrusts the performance of certain services to its service providers (data recipients), to whom personal data may be provided for the purposes of the services provided to the extent necessary for a given service. The data may be disclosed to entities providing the Issuer with the booking system, electronic payment services, IT, hosting, legal, accounting services or a service related to the sending of the newsletter. The recipients of data for administrative purposes may be entities constituting a group of enterprises with the Issuer within the meaning of Article 4 item 19 of the GDPR. In addition, personal data may be made available to competent public authorities, if required by applicable law.
9. Personal data will be stored by the Issuer until the expiration of the limitation period for claims related, in the case of the Buyer, to the purchase of the Voucher, and in the case of the Holder, to the redemption of the Voucher. If the data are to be processed for marketing purposes, in accordance with the expression of the will to receive commercial information, the data will be stored until the consent is withdrawn or an objection to the processing of data for this purpose is raised. In the case of processing personal data for accounting purposes, the data will be stored for the period required by the law.
10. The Buyer and the Holder have the right to request access to personal data, rectification, deletion or limitation of processing, as well as the right to transfer data to another controller.



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11. The Buyer and the Holder have the right to object to the processing of data pursuant to Article 6(1)(f) of the GDPR, i.e. processing necessary for the purposes of legitimate interests pursued by the Issuer.
12. The Buyer and the Holder have the right to object to the processing of data for the purposes of direct marketing.
13. The consent given to the processing of personal data, if granted, may be withdrawn by the Buyer and the Holder at any time, which does not affect the lawfulness of the processing made on the basis of consent before its withdrawal.
14. The foregoing rights may be exercised by the Purchaser and the Holder, in particular, by contacting the Data Protection Officer appointed by the Issuer by email: rodo@crystal-mountain.pl.
15. Information on the processing of personal data provided for the purpose of the stay is received by the Holder when booking the stay, as well as when registering the stay at the Hotel reception.

§ 7. OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND REDRESS AND THE RULES OF ACCESS TO THESE PROCEDURES

1. Detailed information on the possibility for the Buyer or the Holder who is a consumer to use out-of-court methods of dealing with complaints and redress as well as the rules of access to these procedures are available at the offices and on the websites of poviati (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodeship Inspectorates of the Trade Inspection and at the following Internet addresses of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php;
http://www.uokik.gov.pl/sprawy_indywidualne.php; and
http://www.uokik.gov.pl/wazne_adresy.php.
2. The Buyer or the Holder being a consumer has the following exemplary possibilities of using out-of-court methods of handling complaints and redress:
 - 2.1. The Buyer or the Holder are entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of 15 December 2000 on the Trade Inspection with a request to settle a dispute arising from participation in the Promotion. The rules of organisation and operation of permanent consumer arbitration courts are set out in the Regulation of the Minister of Justice of 25 September 2001 on defining the rules of organisation and operation of permanent consumer arbitration courts;
 - 2.2. The Buyer or the Holder are entitled to apply to the Voivodeship Inspector of the Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Buyer or the Holder and the Issuer. Information on the rules and mode of the mediation procedure conducted by the Voivodeship Inspector of the Trade Inspection is available at the offices and on the websites of individual Voivodeship Inspectorates of the Trade Inspection;
 - 2.3. The Buyer or Holder may obtain free assistance in resolving the dispute between the Buyer or Holder and the Issuer, also using the free assistance of the poviati (municipal) consumer ombudsman or social organisations whose statutory tasks include consumer protection (including Consumer Federation, Polish Consumers Association). Advice is provided by the Consumer Federation at the free consumer helpline number 800 007 707 and by the Polish Consumers Association at the e-mail address: advice@dlakonsumentow.pl.



§ 8. FINAL PROVISIONS

1. In matters not covered by the Regulations, the provisions of the Civil Code, the Act of 30 May 2014 on consumer rights and other provisions of generally applicable law shall apply. The provisions of the Regulations do not exclude or limit any rights of the Buyer or the Holder resulting from the mandatory provisions of the law.
2. The content of the Regulations is made available to the Buyer before purchasing the Voucher, and is also available free of charge on the website: www.crystal-mountain.pl. A link to the content of the Regulations is also on the Voucher.
3. The Buyer and the Holder are obliged to read and comply with the Regulations.
4. The Regulations apply from 1 January 2022.

