

\*\*\*\*\*  
CRYSTAL  
MOUNTAIN



**HOTEL**  
REGULATIONS

## § 1. SUBJECT OF THE REGULATIONS

1. These Regulations (hereinafter referred to as: the Regulations) define the subject of service provision, liability and rules of staying at the Crystal Mountain\*\*\*\*\* hotel (hereinafter referred to as: the Hotel) and form an integral part of the agreement, conclusion of which takes place by signing a residence card or other activities described in §2 of the Regulations (hereinafter referred to as: the Agreement). By signing a residence card or making a booking in a manner specified in §2 of the Regulations, the Hotel guest (hereinafter referred to as: the Guest) confirms that he/she has read and accepts the terms of these Regulations.
2. The Hotel is run by the company: WISŁA MOUNTAIN RESORT OPERATOR Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw (00-023), at ul. Widok 8, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS [National Court Register] number: 0000678720, NIP [Tax Identification Number]: 5213782029, REGON [National Business Registry Number]: 367315943, address for service: ul. Bukowa 19a; 43-460 Wiśła, e-mail: recepcja@crystal-mountain.pl, phone: +48 33 44 34 801.
3. These Regulations are available: (I) on the website: [www.crystal-mountain.pl](http://www.crystal-mountain.pl), (II) at the Hotel reception desk (hereinafter referred to as: the Reception desk) and (III) in each hotel room.
4. These Regulations are addressed both to consumers (within the meaning of the Civil Code) and to people who are not consumers, in particular entrepreneurs.
5. Later in these Regulations, the term "Hotel" shall mean – depending on the context – Crystal Mountain\*\*\*\*\* hotel or the company indicated in section 2 above.

## § 2. CONCLUSION OF THE AGREEMENT VIA BOOKING WEBSITE (DISTANCE CONTRACT)

1. In order to make a remote booking (hereinafter referred to as: the Booking), the Guest is entitled to conclude the Agreement with the Hotel via the Hotel's booking system (hereinafter referred to as: the System), available on the website: [www.crystal-mountain.pl](http://www.crystal-mountain.pl).
2. The Guest makes a Booking in the System by performing activities indicated by the System that include filling out a booking form (hereinafter referred to as: the Form). Providing the Guest's personal data in the form is necessary in order to be able to use it and make a Booking.
3. The Guest has the option to choose offered services, including standard accommodation with breakfast and packages containing more services.
4. Prices presented in the System are provided in Polish zlotys and include VAT. For services that are not covered by the Booking, the Guest will have to pay the amount due directly at the Hotel.
5. After the Guest selects an offer within the Booking, a summary of his/her Booking will be displayed in the System. Terms of the offer are accepted by selecting the "Book" option and making an advance payment (hereinafter referred to as: the Advance payment) or after paying the entire price, depending on the displayed terms of selected offer. In order to make a Booking, the Guest is required to pay in accordance with the displayed conditions of the selected offer. Upon payment, the Hotel will send a Booking confirmation to the e-mail address provided by the Guest (hereinafter referred to as: the Booking Confirmation), specifying, among others, data of the Guest, Hotel, description of the ordered offer and amount of advance payment or amount of the price for the booked services.
6. Payment of the Advance Payment or of the entire price made by the Guest, depending on the selected offer, is a condition for conclusion of the Agreement. The Agreement is concluded only after the advance payment is made. Advance payment should be made within the period specified in the Booking Confirmation.
7. Payment of the Advance Payment or of the entire price is made via the Dotpay.pl online payment system, to which the Guest will be redirected at the last stage of making the Booking in the System. The Guest does not bear any additional fees for making the payment via the Dotpay.pl online payment system. The Hotel is not the owner or operator of the Dotpay.pl online payment system. The Guest should read the privacy protection rules applied by the Dotpay.pl operator.
8. Agreement between the Guest and the Hotel is considered as concluded via the System upon the payment of Advance Payment or the entire price, depending on the selected offer.
9. Content of the concluded Agreement is recorded, secured and made available to the Guest by: (1) making these Regulations available on the System website in a form that can be downloaded by the Guest and (2) sending the Guest an e-mail with Booking Confirmation. Content of the Agreement is additionally recorded and secured in the Hotel's IT system.
10. If the Guest fails to pay the Advance Payment or the entire price, depending on the selected offer, within the period specified in the Booking summary, the Agreement between the Guest and the Hotel will not be concluded.

11. Agreement between the Guest and the Hotel includes the Guest's possibility to use the rented room and any additional services for a specified period of time, indicated by the Guest at the Booking stage. The Guest has the option to shape content of the Agreement individually, including the right to cancel or change the Booking, by selecting the appropriate offer. Unless conditions of the selected and confirmed Booking provide otherwise, the Guest is entitled to withdraw from the Agreement (cancel the confirmed Booking) free of charge no less than 14 days before the 1st hotel night of the intended stay. In such case, the Hotel shall refund the entire amount of Advance Payment to the bank account indicated by the Guest. Withdrawal from the Agreement should be made in writing (to the Hotel's address for service indicated in § 1 section 2 of the Regulations) or in the form of an e-mail to the following address: druk@crystal-mountain.pl.
12. In the event that the Guest who paid the Advance Payment: (I) withdraws from the Agreement less than 7 days before the 1st hotel night of the intended stay or (II) fails to show up at the Hotel on the scheduled day of arrival, then the Advance Payment is kept or refunded on the terms specified in art. 394 of the Civil Code, subject to section 13.
13. Provisions laid down in the preceding sections or in the content of the offer limiting the possibility of cancelling the Booking (withdrawal, termination of the Agreement) or reimbursement of payments made for the Booking do not limit or exclude the Guest's rights to cancel the Booking and receive a refund of paid amounts, resulting from mandatory provisions of law or Guest's rights in the event of non-performance of the Agreement for reasons attributable to the Hotel or force majeure, including the rights resulting from payment of the Advance Payment, specified in art. 394 of the Civil Code.
14. In case of bookings made via direct telephone or e-mail contact with the Hotel, the Hotel shall send an information with terms of the agreement in an offer sent to the e-mail address provided by the Guest. The offer includes, among others, its expiry date at the same understood as the deadline for payment of advance payment or the entire price. The offer is accepted and thus the agreement is concluded between the Guest and the Hotel upon payment of advance payment or the entire price, depending on the terms of the offer, during the period of this offer. Provisions of this paragraph shall apply accordingly to the agreement concluded in this manner.
15. In case of bookings made through intermediaries, e.g. booking portals, rules of booking and cancelling bookings result from the provisions of regulations and content of offers applicable to these intermediaries.
16. According to art. 38 point 12 of the Act of 30th of May 2014 on consumer rights, the Guest is not entitled to withdraw from a Distance contract under this paragraph (subject to exceptions referred to in section 11 above).

### § 3. HOTEL NIGHT

1. The Guest shall determine the date of his/her stay at the Hotel.
2. A hotel night starts at 4:00 PM on the first day and ends at 11:00 AM on the next day.
3. It is possible to extend a hotel night depending on the availability of rooms. Extension of a hotel night until 4:00 PM will result in charging half of the price for the accommodation valid on the day of departure. Extension of a hotel night by more than 5 hours is possible after paying 100% of the value of a hotel night from the offer selected by the Guest.
4. The Guest should report his/her willingness to extend his/her stay at the Reception desk by 09:00 AM on the day on which room rental period expires.
5. The Guest is looked after by the Reception desk staff, ext. 100.

### § 4. CHECK-IN

1. Basis for registering the Guest's stay at the Hotel is presenting a valid ID card or passport at the Reception desk and signing a residence card. If the Guest has not paid the entire amount for his/her stay when making a Booking, the Guest is obliged to pay this amount during check-in.
2. Persons who are not checked-in at the Hotel may stay in a hotel room as guests between 7:00 AM and 10:00 PM.
3. The Guest may not transfer his/her room to other people, even if the period for which he/she has paid the fee has not expired yet.
4. The Hotel reserves the right to refuse to accept the Guest who grossly violated the Regulations during his/her previous stay at the Hotel, in particular by causing damage to property of the Hotel or Guests, personal injury to Guests, Hotel employees or other persons staying at the Hotel.
5. The Hotel reserves the right to block funds on the payment card provided by the Guest or request the Guest to pay a deposit in order to secure any payments, e.g. unpaid payment for the stay, in the amount not exceeding the amount of the fee due for the entire stay, and the Guest authorizes the Hotel to charge receivables from this card.
6. The Guest's resignation from his/her stay during a hotel night does not affect the amount due for the entire stay, unless mandatory provisions of law provide otherwise.

7. The Guest agrees that the Hotel will issue a VAT invoice without a signature.
8. By signing a residence card, the Guest may consent to opening of a hotel bill for the purposes of settling transactions made on the premises of the Hotel during the Guest's stay (e.g. making purchases at the bar, restaurant, using additionally paid services). Hotel bill is assigned to the Guest's room number. The Guest has the possibility to make purchases using the hotel bill up to PLN 300.00 or up to the pre-authorization limit of the Guest's payment card, indicated by the Guest. In order to enable the Guest to use the hotel bill within the limit selected by the Guest, the Hotel may request the Guest's payment card details and pre-authorize the payment card in order to secure payment for additional services and goods purchased.
9. If the Guest agrees to open a hotel bill referred to in section 8 above, the Guest will be able to purchase goods or services at the Hotel with a deferred payment date no later than until the stay is deregistered. Goods or services purchased by the Guest during his/her stay at the Hotel are added to the Guest's hotel bill. In order to take advantage of the option of adding goods or services to the hotel bill, when purchasing goods or services, you must:
  - a) express your will to add the amount due for the purchased goods or services to your hotel bill before their purchase to the Hotel staff,
  - b) show the Hotel staff access card to your hotel room in order to load it into the Hotel's IT system and confirm whether the hotel bill has been assigned to the your hotel room with your consent and whether the account limit has not been exceeded,
  - c) in order to verify the right to use a hotel room access card and the right to purchase goods or services as part of the hotel bill, provide additional verification data indicated by the Hotel staff, i.e. room number or name of the Guest provided in the residence card at the moment of registering your stay at the Hotel, or the number of people covered by the booking under which goods or services are purchased,
  - d) sign the bill printed by the Hotel staff confirming the purchase of goods or services.
10. The Guest may authorize other persons to purchase goods or services with the use of his/her hotel bill, in particular by providing them with a hotel room access card and additional verification information referred to in section 9 item c).
11. The Guest is obliged to pay the amount due for the purchased goods or services added to his/her hotel bill before the end of his/her stay at the Hotel or immediately after exceeding the limit specified in section 8, if the Guest still wishes to use his/her hotel bill. It is not possible to add receivables to the hotel bill if, after adding them, the limit indicated in section 8 is exceeded.
12. The Guest should not provide access card to his/her room along with additional verification data to persons who have not been authorized by the Guest to purchase goods or services with the use of his/her hotel bill. The Guest should immediately notify the Hotel Reception desk of a lost room access card.

## § 5. HOTEL SERVICES

1. The Hotel provides services in accordance with its category and standard.
2. In case of any reservations with regards to the quality of services, the Guest is asked to immediately report his/her reservations at the Reception desk, which will enable employees to react and improve the standard of provided services.
3. The Hotel provides Guests with:
  - a) conditions for full and unrestricted rest within the scope of the purchased offer,
  - b) safe stay, including keeping information about the Guest in secret,
  - c) professional and polite service within the scope of the current offer
  - d) room cleaning service and performing the necessary repairs of devices during the Guest's absence, and in case of the Guest's presence, only if he/she agrees and has such a request,
  - e) technically efficient service, and in the event of faults that cannot be removed immediately, the Hotel will make every effort to mitigate this inconvenience as far as possible.
4. Additionally, at the Guest's request, the Hotel provides the following services free of charge:
  - a) providing information related to the stay and travel,
  - b) wake up call at the appointed time,
  - c) luggage storage for Guests checked-in at the Hotel,
  - d) ordering a taxi.
5. Guests can use the following free of charge:
  - a) Blue Lagoon Aquapark zone (swimming pool, jacuzzi, saunas, relaxation zone),
  - b) access to the Internet,
  - c) Game Rom
  - d) Kids Club playroom
  - e) gym.
6. Catering in the form of a buffet can only be consumed in the dining room where the buffet is offered. It is forbidden to take food outside the dining room. Food can be taken out after paying for it and after receiving consent from the Hotel staff.



7. Children under 13 years of age should use the buffet only under the supervision of adult guardians in order to avoid burns, cuts, injuries or other damages.
8. People with any intolerances should read the information about allergens in offered products, which are displayed in the dining room where certain products are served before consuming the dishes or drinks offered at the Hotel.

## § 6. LIABILITY OF THE GUESTS

1. On the premises of the Hotel, children under the age of 13 should be under constant supervision of their legal guardians. Legal guardians may be financially liable for any damages resulting from actions of their children, on the terms set out in generally applicable provisions of law.
2. The Guest is financially liable for any damage or destruction of the Hotel's items, equipment and technical devices, caused by his/her fault or fault of people accompanying or visiting him/her.
3. The Guest should inform the Reception desk about any damage immediately after its discovery. In particular, the Guest should immediately inform the Reception desk about any damage to the hotel room found after checking-in and entering the room.
4. The Hotel may charge the Guest's payment card after his/her departure for any damages to the Hotel caused by him/her, or as a form of payment for goods or services purchased additionally during the stay which were not reported or unpaid by the Guest before leaving the Hotel. The Guest may consent to the pre-authorization of his/her payment card by signing a residence card. In such a case, the Guest authorizes the Hotel to collect the Hotel's amount due from the payment card.
5. In the event of a gross violation of these Regulations, the Hotel reserves the right to refuse to continue providing services to the person who violates them. Such a person shall be obliged to immediately follow recommendations of the Hotel representative, pay the amount due for services provided so far, pay for any damages, and leave the Hotel.
6. For safety reasons, each time when leaving the room, the Guest should check whether the windows and doors are closed, as well as turn off the TV, turn off the lights, close the taps and carefully guard the room access card.
7. Using hotel towels to clean shoes and any other soiled items is forbidden. It is strictly forbidden to take towels and other room furnishings home after your stay at the Hotel.
8. It is forbidden to consume food, drinks or alcohol that were not purchased at the Hotel in public areas of the Hotel. It is also not allowed to order external catering with delivery to the Hotel.

## § 7. LIABILITY OF THE HOTEL

1. The Hotel is liable towards the Guest under the provisions of the generally applicable law, including the Civil Code. Rules of the Hotel's liability for loss or damage of items brought in by the Guest are determined by the provisions of the Civil Code.
2. Money, securities, and valuable items, in particular jewellery and items of scientific or artistic value, should be deposited by the Guest at the Reception desk or stored in a safe located in each hotel room. The Hotel may refuse to accept these items for storage if they pose a threat to security or if they are too valuable in relation to the size or standard of the Hotel, or if they take up too much space.
3. The Hotel provides a vehicle storage service in the guarded car park. Terms and conditions for the use of parking spaces in the guarded car park of the Hotel (including the rules of liability) are specified in the guarded car park regulations.
4. The Hotel bears no liability for animals on the principles set forth in the Civil Code.

## § 8. RETURN OF ITEMS LEFT BEHIND

Personal belongings left in a hotel room by the Guest will be sent to the address indicated by the Guest at his/her expense. If the Hotel does not receive such an instruction, it will store the above items at the expense of the owner for a period of 1 month, and after the expiry of this period, such items will become the property of the Hotel. Due to their properties, food products will be stored for 24 hours.

**§ 9. COMPLAINT PROCEDURE**

1. Guests have the right to file a complaint in the event of noticing any deficiencies in the quality of services provided or within a different scope.
2. The Hotel is obliged to provide services without any deficiencies or other defects.
3. The Guest may submit a complaint in the following manners:
  - a) in writing to the Hotel's address for service, indicated in § 1 section 2 of these Regulations;
  - b) in electronic form via e-mail to the following address: [repcja@crystal-mountain.pl](mailto:repcja@crystal-mountain.pl).
4. It is recommended that the Guest should provide the following information in the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of a failure or other defect, and (2) contact details of the person submitting the complaint - this will facilitate and speed up consideration of the complaint by the Hotel. Requirements set out in the preceding sentence are recommendations only and do not affect the effectiveness of complaints submitted without the recommended description of a complaint.
5. The Hotel shall respond to the Guest's complaint and inform him/her about the outcome of the complaint handling process in writing or via e-mail, if the Guest provided an e-mail address for this purpose. The Hotel shall respond to the complaint within 30 days from the date of its receipt, unless separate regulations provide otherwise.

**§ 10. AMICABLE (OUT-OF-COURT) METHODS OF EXAMINING COMPLAINTS AND PURSUING CLAIMS, AS WELL AS RULES OF ACCESS TO SUCH PROCEEDINGS**

1. Detailed information on the possibility to use out-of-court means of dealing with complaints and pursuing claims for a Guest who is a consumer, and rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of 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/spory_konsumenckie.php)  
[http://www.uokik.gov.pl/sprawny\\_indywidualne.php](http://www.uokik.gov.pl/sprawny_indywidualne.php)  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)
2. The following out-of-court methods of handling complaints and pursue claims are available to the Guest, who is a consumer:
  - a) The Guest is entitled to apply to the permanent amicable consumer court referred to in art. 37 of the Act of December 15, 2000 on the Trade Inspection, with a request to settle a dispute arising from the concluded Agreement; the regulations of organization and operation of permanent consumer arbitration courts are specified in the regulation of the Minister of Justice of 6 July 2017 on the determination of the rules of organisation and operation of permanent consumer arbitration courts at the voivodeship inspectorates of trade inspection;
  - b) The Guest is entitled to apply to the voivodeship inspector of Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on Trade Inspection, with a request to initiate mediation proceedings aimed at amicable settlement of a dispute between the Guest and the Hotel; information on the rules and mode of the mediation procedure conducted by the voivodeship inspector of Trade Inspection is available at the offices and on the websites of individual Voivodeship Inspectorates of Trade Inspection;
  - c) The Guest may receive free assistance in resolving a dispute between the Guest and the Hotel, also with the use of free assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (incl. Consumer Federation, Association of Polish Consumers); Consumer Federation provides advice at a toll-free consumer hotline number 800 007 707 and Association of Polish Consumers at the email address: [bilety@dlakonsumentow.pl](mailto:bilety@dlakonsumentow.pl).
  - d) The Guest can use the European ODR (Online Dispute Resolution) platform, available at: <http://ec.europa.eu/consumers/odr>, which facilitates independent, impartial, transparent, effective, fast and fair out-of-court resolution of disputes between consumers and entrepreneurs via the Internet, in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) No. 524/2013 of 21 May 2013 on the settlement of consumer disputes and amending the Regulation (EC) No 2006/2004 and Directive 2009/22/EC (OJ L No 165, p. 1).

## § 11. ADDITIONAL PROVISIONS

1. The Hotel has a recreational character. Therefore, the Hotel has quiet hours in force from 10:00 PM to 6:00 AM of the following day. Guests should use the Hotel's services in a manner that does not violate quiet hours, as well as respect the right to a peaceful rest of other Guests. Guests should immediately report any disturbance of quiet hours by other Guests at the Reception desk, so that the Hotel staff can react accordingly. The Hotel may refuse to continue providing hotel services to Guests who persistently violate quiet hours despite the intervention of Hotel staff. Such persons are obliged to immediately comply with the Hotel's requests, settle the amount due for the services provided so far, pay for any damages, and leave the Hotel. In the event that, due to inconveniences caused by the Guest violating quiet hours, the Hotel reduces the price of stay for other Guests as a result of their complaints, the Hotel, acting on the basis and within the limits of generally applicable law, may claim compensation or seek recourse from the Guest who violated quiet hours.
2. For children up to 4 years of age the stay is free of charge. In this case, children receive meals to the extent provided for in the offer purchased by the child's guardians. In addition, children are provided with towels. Children, however, do not have a place to sleep or bedding separate from their caregivers.
3. The Hotel accepts the presence of animals, except for animals of species or breeds commonly considered as dangerous or aggressive, including dog breeds considered aggressive under the applicable law. A condition for the possibility of bringing pets to the Hotel is prior notification of this fact at the time of Booking and confirmation of reading the Regulations for a stay with animals. Pets can stay on the premises – in a hotel room – for an additional fee. Owner of an animal is obliged to keep it in such a way that it does not pose a threat to other Guests, staff and other people. The Guest is obliged to remove any dirt left by his/her animal on the premises of the Hotel and around the Hotel. If the Guest or visitor brings an unreported animal to the Hotel, the Guest – in addition to the fee referred to above – may be charged with a fee in the amount of PLN 500.00 for costs related to cleaning and deodorization of the room, unless the costs of removing the consequences of stay of such an animal in the room will be higher.
4. On the premises of the Hotel there are paid parking spaces in the guarded underground car park. The number of parking spaces is limited and prior reservation with provision of registration number of the car is required. In the absence of the required reservation, the Hotel does not guarantee the availability of parking spaces. After booking a parking space, the Guest may use a free parking space of their choice. The Guest may park his/her vehicle only in the designated parking space. Car park regulations are available at the entrance to the car park, at the Reception desk, in each hotel room, as well as on the website [www.crystal-mountain.pl](http://www.crystal-mountain.pl).
5. Using the services offered by Dr Irena Eris Beauty Partner Salon, SPA & Wellness Zone and Aquapark requires prior approval of relevant regulations available in the above-mentioned places, at the Reception desk, in each hotel room and on the website [www.crystal-mountain.pl](http://www.crystal-mountain.pl).
6. Pursuant to the Act of November 9, 1995 on protection of health against the consequences of consumption of tobacco and tobacco products, smoking tobacco on the premises of the Hotel is prohibited. All hotel rooms are also covered by this prohibition. If the above prohibition is not respected, the Guest may be charged with a fee in the amount of PLN 1,000.00 for room deodorization.
7. For safety reasons it is forbidden to possess, store or use dangerous goods, weapons, ammunition, flammable, explosive or illuminative materials, including fireworks on the premises of the Hotel, with particular emphasis on rooms.
8. Canvassing and door-to-door sales, as well as gambling activities are forbidden in the Hotel.
9. The Guest should not cause unpleasant odours to come out of his/her hotel room, disturb, harm, or irritate other Guests in any other way.
10. Apart from slight rearrangement of furniture and equipment that does not affect their functionality and safety of use, Guests are not allowed to make any changes to the hotel rooms or their equipment.
11. Guests are not allowed to use devices and objects that may cause a risk of damage to the hotel property and other Guests, in particular devices that may cause fire or flooding. Due to fire protection requirements, it is forbidden to cover or disable smoke detectors.
12. Kettles and other devices, which are included in the equipment of individual rooms, may be used in a hotel room.
13. Moving around on roller blades, roller skates, skateboards, bicycles, scooters, and other personal transport devices in the hotel building, as well as the use of drones is prohibited.
14. Moving around in ski shoes in the hotel building is prohibited.
15. The court competent to settle disputes between the Guest and the Hotel is a common court, defined in the provisions of the generally applicable law.
16. These Regulations are in force as of November 30, 2020.

**§ 12. PRIVACY POLICY AND PERSONAL DATA PROTECTION**

1. The Controller of personal data of Guests and other persons staying in the Hotel building and around it in the area covered by monitoring (hereinafter referred to as: the Personal Data) is WISŁA MOUNTAIN RESORT OPERATOR Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw (00-023), at ul. Widok 8, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS [National Court Register] number: 0000678720, NIP [Tax Identification Number]: 5213782029, REGON [National Business Registry Number]: 367315943 (hereinafter also referred to as: the Controller). The Hotel may also act as a joint controller of Personal Data which should be communicated to the Guests. The Hotel has appointed a data protection officer who can be contacted at the Hotel's address or via e-mail to: [iod@crystal-mountain.pl](mailto:iod@crystal-mountain.pl).
2. In connection with the Booking process and the Guest's stay at the Hotel, the Controller processes or may process Personal Data:
  - a) in order to take steps before conclusion of the agreement and to perform the agreement for the provision of hotel services between Guests and the Controller, as well as to implement the participation of Guests in a loyalty program, if they wish to participate in it [art. 6(1)(b) of GDPR]; if, during the stay, Guests will purchase additional services or goods with the option of settlement at the end of their stay as part of a hotel bill, the data about these goods or services will be collected for the purposes of settlement;
  - b) to fulfil the obligations imposed on the Controller by law, including in particular tax, accounting and statistical obligations [art. 6(1)(c) of GDPR];
  - c) for purposes resulting from legitimate interests pursued by the Controller, i.e. to implement participation of business customers in a loyalty program, if the data subject is not a participant of a loyalty program, but takes advantage of profits resulting from participation in the program [art. 6(1)(f) of GDPR];
  - d) if the Guest has booked a stay through an external booking portal (e.g. Travelist, Booking, etc.) or a portal implementing an employee incentive program, the data about his/her stay may be processed in order to perform the agreement binding the Controller with the operator of such portal (e.g. to make settlements, inform about the submitted complaint), which is a legitimate interest pursued by the Controller [art. 6(1)(f) of GDPR];
  - e) for purposes resulting from legitimate interests pursued by the Controller, such as direct marketing, handling complaints, pursuing claims or defence against claims, contact with Guests in the event of unforeseen events (e.g. payment errors), archiving, performance of agreements binding the Controller with others entities, if the processing of Personal Data is necessary for this purpose, e.g. when Guests participate in a group stay or when it is necessary to settle a loss, for administrative purposes of a group of companies [art. 6(1)(f) of GDPR];
  - f) for marketing purposes after the end of the Hotel stay, based on the consent to receive marketing information [art. 6(1)(a) of GDPR] or as a legitimate interest pursued by the Controller in connection with the consent given to receive commercial information by electronic means [art. 6(1)(f) of GDPR];
  - g) for purposes arising from legitimate interests pursued by the Controller, i.e. for the purpose of security and protection of information and property through video surveillance [art. 6(1)(f) of GDPR];
  - h) to provide SPA & Wellness services (including services offered at the Dr Irena Eris Beauty Partner Salon) based on the Guest's express consent to the processing of Data concerning health, granted before taking advantage of the above-mentioned services [art. 9(2)(a) of GDPR].
3. Detailed rules for the processing of Personal Data in connection with participation in loyalty programs are included in the regulations of loyalty programs, which Guests should read prior to joining the program or before taking advantage of benefits resulting from participating in a loyalty program.
4. Detailed rules for the processing of Personal Data in connection with the use of SPA & Wellness services (including services offered by the Dr Irena Eris Beauty Partner Salon), as well as information about joint controlling of Personal Data by the Controller and Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o. with its registered office in Warsaw, as well as the rules for Personal Data processing in connection with the use of other additional services, if they are covered by separate regulations, are made available to Guests before using the above-mentioned services.
5. The Guest may consent to receive commercial information from the Controller, including information on promotions, with the use of electronic communication (e-mail, SMS). Failure to give such consent does not affect the possibility of using the Controller's hotel services.
6. In selected locations of the Hotel building, including the car park, and in the Hotel surrounding area, video surveillance is used with surveillance cameras. Information on the processing of Personal Data through monitoring is available at the entrance to the Hotel premises, at the entrance to the Hotel and at the Hotel Reception desk. The area covered by monitoring is additionally marked with a graphic symbol along with a written information.
7. Information about the obligation or lack of obligation to provide Personal Data, as well as the consequences of not providing Personal Data, is always included in the information obligation, which should be read by the Guest before performing a specific action related to providing Personal Data. Providing Personal Data when making a Booking is voluntary, but necessary in order to make a successful Booking and to use the Hotel's services. If the Guest wishes to receive a VAT invoice, the obligation to provide personal data for the VAT invoice and their scope results from the provisions of the Act on tax on goods and services. Failure to provide personal data will make it impossible to issue a VAT invoice.



8. If the Guest participates in a group stay or has made a Booking via an external booking portal, Personal Data necessary to complete the stay are provided to the Controller by the organizer of this group stay or by the operator of an external booking portal. Usually these include identification and contact details as well as information about the purchased or booked service.
9. The Controller entrusts performance of certain services to its service providers (Data recipients). For this reason, it may be necessary to disclose Personal Data to the extent necessary for a given service to entities cooperating in the provision of hotel services, entities providing postal, courier, IT services (including System support), hosting, mailing services, security, legal, payment, banking or marketing services. Operator of the Dotpay.pl online payment system is the recipient of Personal Data in the System Booking process. Personal Data may be disclosed to the Controller's insurer if it is necessary for claim settlement. If the Guest participates in a group stay, Personal Data may be disclosed to the organizer of this group stay, and if the Guest has made a Booking via an external booking portal or travel agency, details of the stay, including complaints, may be disclosed to the operator of this portal or operator of the travel agency. Personal Data may be made available to competent public authorities if required by applicable law.
10. As a rule, Personal Data will be stored until the expiry of limitation period for any claims related to performance of the agreement concluded by the Guest with the Controller. Personal Data processed on the basis of a consent will be processed until the consent is withdrawn. Personal Data processed in order to implement legitimate interests of the Controller will be processed for the duration of this legitimate interest or until an objection is raised, unless there is a different basis for processing. If the Guest participates in the Controller's loyalty program or takes advantage of benefits of a loyalty program, Personal Data will be processed for the duration of participation in this loyalty program and until expiry of the limitation period for claims. Personal Data contained in accounting documents will be kept for the period required by law. Personal Data recorded by surveillance cameras will be stored for approximately 30 days, however, if surveillance recordings constitute evidence in legal proceedings or may constitute evidence in such proceedings, these recordings will be stored until the final conclusion of such proceedings.
11. Guests have the right to:
- a) request access to their Personal Data and the right to request for their rectification, erasure, restriction of processing, as well as the right to transfer data;
  - b) object to the processing necessary for purposes arising from legitimate interests pursued by the Controller;
  - c) object to the processing of Personal Data for direct marketing purposes;
  - d) withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, if consent is the basis for processing.
12. Rights listed in section 11 can be exercised by reporting them to the Data Protection Officer, to the Controller's e-mail address: [rodo@crystal-mountain.pl](mailto:rodo@crystal-mountain.pl) or to the Controller's correspondence address, indicated in the Regulations.
13. The Guests have the right to lodge a complaint with the supervisory authority.
14. The Guest should immediately inform the Hotel about any changes to his/her Personal Data.

**Management of Crystal Mountain Hotel\*\*\*\*\***