

Terms and Conditions for Binkowski Resort / Tropical Pools Vouchers

1. VOUCHER PURCHASE CONDITIONS

- 1.1 The Seller sells Vouchers via its Online Service and directly at selected points within the resort.
- 1.2 The detailed rules for purchasing Vouchers are outlined in these Regulations.
- 1.3 To purchase a Voucher through the Online Service, you should visit www.binkowskiresort.pl or www.basenytropikalne.pl. Then, select the type of Voucher, the quantity of Vouchers, and the amount (for Value Vouchers). You'll also need to specify the Voucher details by following the on-screen prompts and information provided on the Online Service.
- 1.4 To purchase a Voucher directly from the Seller, please go to the designated sales points within the resort.
- 1.5 The minimum amount for a Value Voucher is 100 PLN.
- 1.6 Payment for a Voucher purchased via the Online Service is made by the Customer through an external electronic payment system immediately after the Online Service redirects the Customer to that payment system. The Voucher is issued once the Customer's full payment has been credited to the Seller's bank account.
- 1.7 Payment for a Voucher purchased on-site can be made at the designated sales points within the resort, either by cash or payment card.
- 1.8 Vouchers purchased via the Online Service are sent: (i) in electronic form to the email address provided by the Customer – immediately after issuance; or (ii) in paper or plastic form to the delivery address provided by the Customer – immediately, within a maximum of 14 days from the date of issuance. Delivery of Vouchers in paper or plastic form is only available within Poland.
- 1.9 Detailed information about the delivery methods and costs offered by the Seller can be found on the Online Service.
- 1.10 Each Voucher is registered by the Seller by assigning it an individual Voucher number.
- 1.11 The sale of Vouchers through the Online Service is documented with an invoice or a note, depending on the voucher type. Vouchers sold directly are documented with an invoice, a note, or a fiscal receipt.
- 1.12. The Customer is obliged to inform the person to whom they transfer the Voucher about the contents of these Regulations.

2. VOUCHER VALIDITY

- 2.1 A Voucher is valid for 6 months from the date of its issuance, subject to the rules of its use described in these Regulations.
- 2.2 After the Voucher's expiry date, the Voucher Holder cannot redeem it. In particular, the Seller will not refund any funds accumulated on a Value Voucher.
- 2.3 The Seller does not issue duplicates for lost or damaged Vouchers, unless the Customer can effectively enable the Seller to identify the Voucher purchase transaction, and the Voucher has not yet been fully used.
- 2.4 Vouchers issued free of charge cannot be extended or used after the date indicated on the voucher.

3. GENERAL VOUCHER USAGE RULES

3.1 The basis for redeeming a Voucher is its code and description. Therefore, the Voucher Holder is obligated to protect the code and not disclose it publicly in any way. As Vouchers are not personalized, the Seller does not verify whether the person using the Voucher is the Customer or a person authorized by the Customer to use it, and bears no responsibility for the Voucher's use by an unauthorized person.

3.2 Vouchers cannot be exchanged for cash.

3.3 Tariff Vouchers cannot be split into separate entries and can only be used for the entire content of the tariff indicated on the voucher. This refers to the number of people included in the tariff or its duration.

3.4 The Seller reserves the right to refuse to redeem a Voucher if: (i) the Voucher's validity period has expired; (ii) the Voucher has been damaged in a way that prevents the data stored on it from being read, unless the Voucher's damage is due to the Seller's fault.

3.5 The Seller reserves the right to issue, including sell, other types of vouchers under different terms than those specified in these Regulations, as stipulated in other documents.

4. DETAILED RULES FOR USING VALUE VOUCHERS

4.1 A Voucher Holder can redeem a Value Voucher only by presenting it at the hotel reception, the Tropical Pools' ticket offices, or in the restaurants.

4.2 The Voucher Holder may independently select the Services they wish to use at the Resort, up to the Value Limit.

4.3 A Voucher Holder can redeem a Value Voucher on all days the Tropical Pools are open, at any time during the Value Voucher's validity period.

4.4 Possession of a valid Value Voucher does not guarantee entry to the Tropical Pools on a chosen day. This means the Voucher Holder must account for the possibility of the pools being closed, including for valid reasons (e.g., technical), as well as any applicable daily entry limits to the Water Park, including those caused by restrictions on the number of people allowed in the pools due to current legal regulations.

4.5 A Value Voucher can be used multiple times during its validity period until its Value Limit is fully utilized. If the value of the Service the Voucher Holder intends to use is lower than the funds available on the Value Voucher, the Voucher Holder is not entitled to receive the change in cash. If the value of the Service the Voucher Holder intends to use is higher than the funds available on the Value Voucher, the Voucher Holder is obligated to pay the price difference in cash or by payment card at the pool's ticket office.

4.6 A Value Voucher whose amount has been fully utilized cannot be redeemed again.

4.7 The Voucher Holder can check the amount of available funds on a Value Voucher at any time at designated points within the resort.

4.8 The Voucher is fiscalized (at the given VAT rate) at the time it's used for a specific service.

4.9 A Value Voucher whose validity date has been exceeded is automatically fiscalized and can no longer be redeemed.

5. COMPLAINTS

5.1 The Seller is obligated to provide the Customer with a Voucher free from defects.

5.2 All complaints related to the purchase and redemption of Vouchers should be sent to: info@basenytropikalne.pl.

5.3 The complaint will be processed within 14 days of its receipt by the Seller.

6. CUSTOMER'S RIGHT TO WITHDRAW FROM THE AGREEMENT

6.1 A Consumer who has entered into a Voucher agreement via the Online Service may withdraw from it without giving a reason within 14 days from the date the Voucher was issued, by submitting a relevant withdrawal statement to the Seller.

6.2 The statement should contain data that allows for the identification of the sales transaction (e.g., transaction number in the online service or the debit note number issued by the Seller in connection with the sale).

6.3 The Consumer should submit the withdrawal statement to: info@basenytropikalne.pl.

6.4 The Consumer is obliged to return the Voucher immediately, and in any case no later than 14 days from the day they informed the Seller about withdrawing from the Voucher agreement, by sending it to: Binkowski Resort ul. Szczepaniaka 42, 25-043 Kielce, regardless of whether the Voucher is in paper or electronic form. This deadline is met if the Consumer sends the Voucher back before the 14-day period expires. The costs of returning the Voucher in connection with withdrawing from the Voucher agreement are borne by the Consumer.

6.5 The Seller will refund the payment by bank transfer to the bank account indicated by the Consumer.

6.6 If the Voucher has been used in whole or in part by the time the withdrawal period has expired, the Seller is not obliged to refund the Consumer the amount equivalent to the value of the Voucher that has been redeemed.

6.7 By withdrawing from the Voucher agreement, the Consumer undertakes that, until the Seller confirms the Voucher's deactivation, neither the Consumer, nor the person to whom the Consumer transferred the Voucher, nor any other person will use the Voucher. Should the Voucher be redeemed in the period between submitting the withdrawal statement for the Voucher agreement and the deactivation of the Voucher, the Seller will be released from the obligation to refund the Consumer the amount paid for the Voucher's issuance to the extent that the Voucher has been used.