

Privacy Policy and Regulations

In accordance with 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 (hereinafter referred to as "GDPR"), we inform that: The data controller is Hotel Malbork **** - Conference Center, CKHM Sp. z o.o. at Parkowa 2, 82-200 Malbork, Tax ID: 5792295679.

Personal Data is processed based on consent expressed by the User and in cases where legal provisions authorize the Administrator to process personal data based on legal provisions or for the purpose of fulfilling a contract concluded between the parties. Data provided in the form is processed for the purpose arising from the function of the specific form, e.g., for the purpose of handling informational contact processes. Providing data is voluntary but necessary for handling inquiries. Personal data is obtained in the following ways: a) through information voluntarily entered in forms b) through the collection of "cookies" files. The legal basis is Article 6(1)(f) GDPR. Our legally justified interest is that by using the mentioned cookies, we only want to facilitate your access to our website; we do not collect any tracking data and thus do not interfere with your personal rights and fundamental freedoms in any way. We inform that in every case, you have the right to request: access to your personal data, their correction, deletion, limitation of processing, or to object to their processing.

At any time, it is possible to withdraw consent for personal data processing. Withdrawal of consent does not affect the lawfulness of processing carried out based on consent before its withdrawal. Requests can be made via email or traditional mail. Email address of the Personal Data Protection Administrator - recepcja@hotelmalbork.com Physical address of the Personal Data Protection Administrator - Hotel Malbork **** - Conference Center, CKHM Sp. z o.o. ul. Parkowa 2, 82-200 Malbork, Tax ID: 5792295679.

Recipients of personal data will only be the Personal Data Administrator and entities with whom the Personal Data Administrator cooperates to fulfill tasks undertaken in connection with the concluded contract or with whom cooperation is necessary to take actions at the request of the data subject before concluding a contract. In every case, you have the right to file a complaint with the President of the Personal Data Protection Office. Personal data of natural persons may be subject to profiling in scope and in connection with sales and marketing statistics. The data controller does not make automated decisions that may have legal effects or otherwise significantly affect the situations of persons whose data is concerned. The legal basis for personal data processing is: 1. insofar as personal data processing is necessary for contract performance or to take actions at the request of the data subject before concluding a contract - Article 6(1)(b) of 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).

The purpose of personal data processing is contract performance or taking actions at the request of the data subject before concluding a contract; 2. in other respects, the condition for processing your personal data is the consent of the person whose data will be processed - Article 6(1)(a) of 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). Giving consent is voluntary. The purpose of personal data processing is



determined each time in the content of the consent. The period during which personal data will will be processed depends on the purpose for which it was collected.

The Personal Data Administrator guarantees that personal data will be processed only for the period necessary to achieve the purpose for which the personal data was obtained or for the period for which consent was given. Personal data will be processed for the limitation period of potential claims, data of registered users will be processed until withdrawal of consent, data collected for other purposes will be collected and stored for a period of 2 years.

The website www.hotelmalbork.com uses and collects information about visitors only to the extent necessary to provide services at the highest level. In individual cases, we allow ourselves to collect information about users such as: email address or personal-address data (e.g., in case of surveys or inquiries sent through the form available on the site). None of the above information will be transferred to third parties for purposes other than the purpose for which this data was collected. IP addresses of our users are used in cases such as: • diagnosis of problems related to our server operation • analysis of security breaches or in connection with managing our website. IP addresses may also be used to collect or identify demographic data of people who visit our website.

In special cases, we may prepare collective reports or general thematic summaries that will be disclosed to third parties. These reports and summaries do not contain data allowing identification of website users.

HOTEL MALBORK **** - CONFERENCE CENTER REGULATIONS

The Management presents you with the facility regulations and requests cooperation in their observance. Thanks to this, we will be able to ensure you a peaceful and safe stay.

General Provisions

- 1. The purpose of these Regulations is to ensure a peaceful, safe stay for our Guests.
- 2. These Regulations define the conditions under which reservations and rental of accommodation in Hotel Malbork **** Conference Center, located at Parkowa 2 in Malbork, can be made.
- 3. The contract between the Guest and the facility owner, which is CKHM Sp. z o.o., is concluded at the moment of making a reservation.

Reservation

- 1. The client makes reservations through the reservation system available on the website www.hotelmalbork.com
- 2. In case of reservation through the reservation system, the client is obliged to proceed according to the subsequent steps displayed in the reservation system, and in particular, the client is obliged to accept the reservation regulations, offer conditions, and cancellation conditions, as well as make payment through an external payment operator or charge a payment card. At the same time, the client will have the option to choose additional options.



- 3. In case of reservation through online services, the client is obliged to proceed according to the subsequent steps and based on the rules and regulations of the reservation service.
- 4. After receiving payment, the client will immediately receive an email with reservation confirmation.

Stay at Hotel Malbork **** - Conference Center

- 1. In case of inability to arrive by 10:00 PM, the Guest is obliged to immediately notify reception at +48 55 625 95 00 to confirm arrival time.
- 2. During check-in, a valid ID card or passport must be presented. Based on the presented identity document and data provided by the Guest, reception fills out the guest registration card.
- 3. During check-in, payment guarantee for the stay must be made using:
 - a. prepayment for 100% of the reservation value
 - b. card or cash payment for 100% of the reservation value during check-in
 - c. account balance blocking
- 4a. Hotel credit for additional services remains closed until preauthorization (balance blocking) is made on the Guest's card.
- 4b. If the Guest does not have a card, a deposit of 500 PLN will be collected. The deposit does not release the Guest from the obligation to make payments for additional services each time after their provision (by card or cash) in the restaurant. The deposit is returned at the end of the stay after prior room inspection by staff.
- 5. The hotel day begins at 4:00 PM on the arrival day and ends at 11:00 AM on the departure day.
- 6. The Guest is not entitled to a refund if, for reasons independent of the facility owner, arrival or stay is delayed or shortened, even in case of transportation difficulties or personal reasons.
- 7. The Guest is obliged to immediately notify reception staff of any events that may expose the owner to damage.
- 8. The Guest is responsible for any damage caused to the facility's equipment and the facility itself. The client undertakes to immediately notify the person responsible for reservations or the person responsible for keys of any damage and undertakes to cover it no later than on the departure day.
- 9. Each time when leaving the room, the Guest should check that the door is closed. The Guest bears material responsibility for all types of damage and destruction of equipment items and technical devices arising from their fault or the fault of visiting persons.
- 10. Hotel Malbork **** Conference Center will charge the guest:
 - a. for staining or destroying bedding, the amount of 300.00 PLN;
 - b. for staining or destroying carpeting, the amount of 1000.00 PLN;
 - c. for smoking tobacco in non-designated places, the amount of 1000.00 PLN;
 - d. for not returning keys, the amount of 50.00 PLN;



- e. for stay of an additional person without prior notification, the amount of 200.00 PLN; Centrum Konferencyjne
- f. for destroying a hotel room, the amount of 3000.00 PLN and an additional amount in case of damage exceeding the above amount on general principles of the Civil Code.
- 11. Hotel Malbork **** Conference Center reserves the right to charge the client's credit card for damages caused after their departure.
- 12. Guests are obliged to return the room in an undamaged condition and return room keys before departure.
- 13. Parking is paid and guarded. The area owner is not responsible for left vehicles or property inside them. Parking space is available only and exclusively during the reservation period (from 4:00 PM on arrival day to 11:00 AM on departure day). After the reservation ends, additional parking fee is 50 PLN/hour.
- 14. Hotel Malbork **** Conference Center requires quiet hours from 10:00 PM to 7:00 AM the next day.
- 15. The wish to extend the stay beyond the period indicated in the reservation or on the arrival day should be reported to reception no later than 10:00 AM on the day when the room rental period expires. The facility will accommodate the wish to extend the stay within available possibilities.
- 16. It is possible to extend the hotel day until 4:00 PM at a price of 50 PLN/hour subject to room availability.
- 17. Breakfast is served from 7:00 AM to 11:00 AM.
- 19. The facility guest cannot transfer the room to other persons, even if the period for which they paid the due stay fee has not expired.
- 20. The facility may refuse to accept a guest who during a previous stay grossly violated the facility regulations, causing damage to facility property or guests, or personal injury to guests staying at the facility, or otherwise disturbed the peaceful stay of guests or facility operation.
- 18. It is forbidden to conduct any commercial activity on the Facility premises without the Organizer's permission, particularly commercial, marketing, and service activities, including distributing leaflets, selling goods, offering and performing services, and private swimming lessons for remuneration.
- 19. Persons designated by the Organizer are authorized to remove persons violating public order or regulation provisions from the Facility premises.
- 20. In case of bad weather (e.g., storm, strong wind), persons staying on the Facility premises, for their safety, are obliged to leave this area.
- 22. Smoking cigarettes is prohibited on the Facility premises except in designated areas.



Additional Services

- 1. The facility provides services according to its category and standard.
- 2. In case of complaints regarding service quality, the guest is asked to report them to reception or management as quickly as possible, which will enable the facility to respond immediately.
- 3. At the guest's request, the facility provides the following services free of charge:
 - a. providing information related to stay and travel
 - b. wake-up calls at designated times
- c. luggage storage; the facility may refuse to accept luggage for storage at times other than the guest's stay date at the facility and items not having the characteristics of personal luggage.
 - d. storage of valuables the hotel reserves the right to refuse acceptance of cash deposits in excess of PLN 2,000.00.
- 4. The facility's liability for loss or damage of money, securities, valuables, or items having scientific or artistic value is limited if these items were not deposited in the facility's safe.
- 5. In case the facility guest leaves room doors open (not locked), the facility is not responsible for items left in the room.
- 6. In case of loss or damage of items mentioned above, compensation does not exceed the sum established according to the provisions of the Regulation of the Minister of Justice of November 14, 1964, regarding limitation of liability of persons commercially maintaining facilities or other similar establishments (Journal of Laws No. 1 of 1965, item 20 with later amendments).
- 7. Basic toiletries are available for purchase at reception: toothpaste, toothbrushes, razors.

Guest Obligations

- 1. The number of persons to stay in the room is limited to that stated in the reservation confirmation. The client is obliged to inform reception by phone or email of any change in the number of persons to stay in the room. If this number exceeds the number stated in the reservation confirmation, the client is obliged (if there is possibility to accommodate an additional person in the room) to pay extra for unreported persons. Otherwise, reception may refuse to issue room keys.
- 2. The Guest is obliged to observe good neighborly principles and maintain the room in its found condition.
- 3. The Guest, during their absence from the room, is obliged to store valuable items exceeding 100.00 PLN in the safe available in each room.
- 4. The behavior of guests and persons using facility services should not disturb the peaceful stay of other guests. We reserve the right to refuse further service provision to a person who violates this principle.
- 5. Visiting persons, not checked in, may stay in the room from 11:00 AM to 10:00 PM.



- 6. Hotel Malbork **** Conference Center may refuse to accept a guest who during a previous stay violated the facility Regulations, causing damage to property, guests, employees, or other persons staying at Hotel Malbork **** Conference Center, or otherwise disturbed the peaceful stay of guests or facility operation.
- 7. Smoking tobacco products and electronic cigarettes is absolutely prohibited on facility premises due to fire safety conditions.
- 8. Due to fire safety, it is forbidden to use electrical devices in rooms that are not part of room equipment, as well as using open fire.
- 9. In the facility, in rooms and other premises, smoke detectors have been installed for guest safety, and fire extinguishers have been placed.
- 10. In case of unjustified activation of smoke detectors or fire extinguishers, the guest undertakes to bear all costs related to intervention by appropriate services and any damage.
- 11. In case of non-compliance with the above rules, a fine of 500 PLN may be imposed.

Pet Stay

- 1. Domestic animals up to 15kg are accepted for an additional fee of 50 PLN/day in designated rooms.
- 2. The owner is responsible for damage caused by animals.

Personal Data

- 1. Providing personal data in connection with reservation and rental of accommodation at Hotel Malbork **** Conference Center is completely voluntary but necessary for contract fulfillment.
- 2. The controller of client personal data is Hotel Malbork **** Conference Center, CKHM S.A. company (hereinafter: "Administrator").
- 3. Guest personal data is processed in accordance with the law according to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 Official Journal EU L 119 of 04.05.2016 GDPR and the Act of May 10, 2018, on personal data protection (Journal of Laws of 2018, item 1000).
- 4. The Administrator processes Client personal data in connection with reservation and rental of accommodation at Hotel Malbork **** Conference Center, including payment archiving and Client contact. The Administrator as personal data processor declares that they have means, experience, knowledge, and qualified personnel, enabling proper performance of services covered by the Agreement. The Administrator declares that devices and IT systems used for processing entrusted personal data comply with the requirements of the regulation of the Minister of Interior and Administration of April 29, 2004, regarding personal data processing



documentation and technical and organizational conditions that devices and IT systems used for Konferencyine personal data processing should meet (Journal of Laws of 2004 No. 100, item 1024).

- 5. Personal data processing will only occur upon obtaining necessary and voluntary consent. Lack of providing personal data will result in service refusal. In case of marketing activities, the Administrator obtains separate consent, which is voluntary. The Administrator processes personal data until consent withdrawal by the data subject.
- 6. The Client has the right to access their personal data content, right to correction, deletion, as well as the right to limit their processing/right to withdraw consent, right to data portability, right to object to processing of their personal data.
- 7. The Client also has the right to file a complaint with the supervisory authority if, in the User's opinion, personal data processing violates EU GDPR regulation provisions.
- 8. We inform that personal data will be transferred only to the extent necessary to fulfill obligations arising from these Regulations and to the extent of fulfilling obligations arising from generally applicable law provisions.
- 9. According to Article 6(1)(f) GDPR, we inform that the facility premises is monitored. Monitoring is conducted to ensure safety of persons and property.

Force Majeure

In case of unforeseeable circumstances whose effects cannot be immediately eliminated by ordinary means, the owner reserves the right to propose to the client a substitute facility similar to the originally reserved facility. The owner has the right, in case of force majeure phenomena, to cancel the contract. This also applies to cases where the client's personal safety or their property, for reasons independent of the owner, cannot be guaranteed. Amounts paid by the client are subject to immediate refund with deduction of amounts due for services already provided.

Photo Publication Rules

- 1. Hotel Malbork **** Conference Center informs that:
- a. the appearance of Property premises at Parkowa 2 (hereinafter: "Property") constitutes a personal good of its owner.
- b. the owner of copyright to the appearance of premises and external appearance of the Property is its owner.
- 2. Considering the above, Hotel Malbork **** Conference Center Clients have the right to distribute the recorded appearance of premises and external appearance of the Property exclusively:
 - a. in connection with their stay,
 - b. on social media portals,
- c. in photo form, whereby adding photos in post content must be preceded or followed by the following markings: #hotelmalbork
- 3. Distribution of recorded premises appearance for any other purpose is prohibited, particularly for commercial purposes.



4. Hotel Malbork **** - Conference Center may request removal of a given photo in case of violation of this paragraph or in case of distribution of a photo that, in the facility's opinion, may expose to image losses or potential client loss.

Complaints

- 1. The Guest has the right to file complaints regarding services performed for them in writing (by mail or email).
- 2. Hotel Malbork **** Conference Center will consider each complaint within 30 days of its receipt.
- 3. Response to complaints will be provided in writing.

Regulation Changes

- 1. CKHM SP. Z O.O. company reserves the right to make changes to Hotel Malbork **** Conference Center facility regulations at any time.
- 2. The Guest will be informed of all regulation changes made during their stay at the facility.

Other

All matters not regulated in the above regulations will be considered based on the Civil Code.

CHILD PROTECTION PROCEDURES AT HOTEL MALBORK **** - CONFERENCE CENTER

Preamble

Considering the content of United Nations guidelines on business and human rights, recognizing the important role of business in ensuring respect for children's rights, particularly the right to protection of their dignity and freedom from all forms of harm, Hotel Malbork ****
- Conference Center adopts this document as a model of principles and procedures in case of suspicion that a child staying at the facility is being harmed and preventing such threats. We will implement the child protection policy at our facility through these principles.

- 1. Hotel Malbork **** Conference Center conducts its operational activities with the highest respect for human rights, particularly children's rights as persons particularly vulnerable to harm.
- 2. Hotel Malbork **** Conference Center recognizes its role in conducting socially responsible business and promoting desired social attitudes.
- 3. Hotel Malbork **** Conference Center particularly emphasizes the importance of the legal and social obligation to notify law enforcement authorities of every case of suspected crime against children and undertakes to train its personnel in this regard.
- 4. Hotel Malbork **** Conference Center undertakes to educate personnel about circumstances indicating that a child staying at the facility may be harmed and regarding ways to respond quickly and appropriately to such situations.

HOTEL MALBORK

5. One form of effective prevention of child harm is identification of the child staying at the facility and their relationship to the adult with whom they stay at the facility. Personnel take all possible steps to identify the child and their relationship with the adult with whom they are at the facility.

Procedure in Case of Suspected Child Harm

- 1. Whenever possible, identification of the child and their relationship with the adult with whom they stay at the facility should be conducted.
- 2. In atypical and/or suspicious situations indicating possible risk of child harm, identification is mandatory conducted by reception staff. Examples of situations that may raise suspicions are found in Appendix No. 1.
- 3. To identify the child and their relationship to the person with whom they stay at the facility, you should:
- a. Ask about the child's identity and the child's relationship to the person with whom they arrived at the facility or stay in it. For this purpose, you can ask for the child's identity document or other document confirming that the adult has the right to care for the child at the facility. A list of example documents has been indicated in the footnote below. In case of lack of identity document, you can ask for the child's data (name, surname, address, PESEL number)
- b. In case of lack of documents indicating kinship between the child and adult, you should ask about this relationship to both the adult and the child. If the adult is not the parent or legal guardian of the child, you should ask if they have a document showing parental consent for joint travel of the adult with the child (e.g., written statement).
- d. If the adult does not have a parental consent document, you should ask for the phone number of the above-mentioned to call and confirm the child's stay at the facility with a foreign adult with the knowledge and consent of parents/legal guardians.
- 4. In case of resistance from the adult regarding showing the child's document and/or indicating the relationship, you should explain that the procedure serves to ensure safety for children using the facility and was developed in agreement with non-governmental organizations operating in this subject.
- 5. After positively clarifying the matter, you should thank for the time devoted to ensuring that the child is under good care and once again emphasize that the procedure aims to ensure children's safety.
- 6. In case the conversation does not dispel doubts regarding suspicion toward the adult and their intentions to harm the child, you should discretely notify the supervisor and security staff (if they are on facility premises at that time). To avoid raising suspicions, you can, for example, refer to the need to use equipment behind reception, asking the adult to wait with the child in the lobby, restaurant, or other place.
- 7. From the moment the first doubts appeared, both the child and the adult should be under constant personnel observation and not be left alone.
- 8. The supervisor who was notified of the situation makes a decision to notify police or, in case of doubt, takes over the conversation with the suspected adult to obtain further explanations.
- 9. In case the conversation confirms the conviction about attempting or committing a crime against the child, the supervisor notifies police of this fact. Further, the procedure in case of circumstances indicating child harm applies.
- 10. In case witnesses of atypical and/or suspicious situations are employees of other Hotel Malbork **** Conference Center departments, e.g., cleaning service, room service, bar and restaurant staff, relaxation zone, security, etc., they should immediately notify the supervisor, who will decide on taking appropriate actions.



11. Depending on the situation and place, the supervisor verifies how justified the suspicion of the suspici

Procedure in Case of Circumstances Indicating Child Harm

- 1. Having justified suspicion that a child staying at the facility is being harmed, you should immediately notify police by calling 112 and describing the circumstances of the event. Depending on situation dynamics and circumstances, the call is made by the person who is a direct witness to the event (employee/supervisor). If the notifier is an employee, they simultaneously inform their supervisor about the event.
- 2. Justified suspicion of child harm occurs when:
 - a. the child disclosed the fact of harm to facility staff,
 - b. staff observed harm,
- c. the child has traces of harm (e.g., scratches, bruises), and when asked responds inconsistently and/or chaotically or/and becomes embarrassed, or other circumstances that may indicate harm occur, e.g., finding pornographic materials involving children in the adult's room.
- 3. In this situation, you should prevent the child and the person suspected of harming the child from leaving the facility.
- 4. In justified cases, citizen's arrest of the suspected person can be made. In such a situation, until police arrival, this person should be kept under supervision of two employees in a separate room away from other guests' view.
- 5. In every case, you should ensure the child's safety. The child should stay under employee care until police arrival.
- 6. In case of justified suspicion that a crime related to child contact with the perpetrator's biological material (sperm, saliva, skin) was committed, you should, as far as possible, not allow the child to wash or eat/drink until police arrival.
- 7. After police take the child, you should secure monitoring material and other important evidence (e.g., documents) regarding the event and, upon services' request, transfer their copy by registered mail or personally to the prosecutor or police.
- 8. After intervention, you should describe the event in the event log or other document designated for this purpose.

Hiring Persons to Work with Children

- 1. All persons working with children must be safe for them, which means, among other things, that their employment history should indicate that they have not harmed any child in the past.
- 2. Every person employed by Hotel Malbork **** Conference Center for work related to education, recreation, and child care must be checked in the Register of Sexual Offenders. Checking a person in the Register is done through printing search results of the person in the Register with limited access, which is then placed in the personal files of the checked person.
- 3. All employees hired to work with children, including persons who may have potential contact with children, should submit a statement of no criminal record and no proceedings for acts against children.