

§1 SUBJECT OF THE REGULATIONS

1. The Rules and Regulations of the facility (hereinafter referred to as the 'Regulations') define the scope of services, liability and rules of accommodation on the premises of Linea Mare (hereinafter referred to as the 'Hotel') and are an integral part of the agreement concluded by signing the accommodation card (hereinafter referred to as the 'Agreement'), in accordance with
2. §2 of the Regulations. By signing the registration card, the hotel guest (hereinafter referred to as the 'Guest') confirms that they have read and accept the terms of these Regulations. 2. The hotel is operated by Linea Mare Operator sp. z o.o., based in Warsaw (00-023), at ul. Widok 8, entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under KRS number: 0000900187, NIP: 5252863393, REGON: 389001370 (hereinafter referred to as the 'Facility'), with a correspondence address: ul. Karola Borka 10; 72-346 Pobierowo.
3. The Regulations are available: (I) on the webpage: Reception).
4. The Regulations are addressed both to consumers (within the meaning of the Civil Code) and nonconsumers, primarily entrepreneurs.

§2 CONCLUSION OF THE AGREEMENT THROUGH THE RESERVATION SERVICE (DISTANCE AGREEMENT)

1. The Guest may enter into a Contract with the Hotel via the Hotel's reservation system (hereinafter referred to as the 'System'), available at the website: www.lineamare.pl.
2. The Guest makes a reservation (hereinafter referred to the 'Reservation') by performing the actions indicated by the System, including filling out the reservation form (hereinafter referred to as the Form).
3. The Guest can select the services offered by the System,
4. The prices listed in the System are expressed in PLN and include VAT.
5. After the Guest has made the Reservation, the Hotel will send a summary of the Reservation (hereinafter referred to as the 'Reservation Confirmation') to the email address provided by the Guest, specifying

the details and conditions of the booking, as well as the amount of the deposit for the reserved services. Acceptance of the offer's terms occurs upon making the deposit payment (hereinafter referred to as the 'Deposit').

6. The payment of the Deposit by the Guest is a necessary condition for guaranteeing, that is, the final confirmation of the Reservation by the Hotel, and thus for concluding the Agreement. The Agreement is concluded only after the Deposit has been paid. The Deposit must be paid by the deadline specified in the Reservation Confirmation.
7. The Guest selects the method of Deposit payment from three available payment methods: a. credit card, b. electronic internet transfer, c. standard bank transfer. The Guest does not incur additional fees for the payment methods listed in points a and b.
8. The Agreement between the Guest and the Hotel is considered concluded at the moment the Guest pays the Deposit.
9. The recording, securing, and providing the Guest with the content of the concluded Agreement occur through: (1) making the Regulations available on the Service's website and (2) sending the Guest an email as mentioned in paragraph 5 above. The content of the Agreement is additionally recorded and secured in the IT system of the Service.
10. Failure to pay the Deposit by the Guest within the deadline specified in the Reservation Confirmation is considered a cancellation of the made Reservation. In such a case, the Agreement between the Guest and the Hotel is not concluded.
11. The Guest has the right to withdraw from the Agreement (cancel the confirmed Reservation) no less than 7 days before the start of the first hotel night of the planned stay, unless the provisions of the purchased offer state otherwise. In such a case, the Hotel will fully refund the Deposit paid by the Guest to the bank account indicated by the Guest. Withdrawal from the Agreement must be made in writing (to the Hotel's correspondence address indicated in §1, paragraph 2 of the Regulations) or by email to: rezerwacja@lineamare.pl
12. If the Guest: (I) withdraws from the Agreement less than 7 days before the start of the first hotel night of the planned stay or (II) does not show up at the Hotel on the scheduled arrival day, then the Deposit is nonrefundable.
13. Pursuant to Article 38(12) of the Consumer Rights Act of 30 May 2014, the Guest shall

not have the right to withdraw from the Agreement concluded at a distance under the HOTEL REGULATIONS www.lineamare.pl, (II) at the Hotel's reception (except for the case mentioned in paragraph 11 above).

§3 HOTEL DAY

1. The Guest specifies the duration of their stay at the Hotel.
2. The hotel day starts at 4:00 PM on the first day and ends at 11:00 AM on the following day.
3. It is possible to extend a hotel day within the limitations of room availability. Extending the hotel day until 5:00 PM will result in a charge of half the price of the accommodation for the room with breakfast indicated in the basic offer for that day. If the stay is extended for more than 6 hours, the Hotel has the right to charge 100% of the value of the stay based on the basic offer applicable for that day.
4. The Guest should notify the Reception of their intention to extend their stay no later than on the day of departure. Staying in the room or leaving belongings after 11:00 AM is considered an extension of the stay. If the Guest leaves the room after 11:00 AM, the Reception's computer system will charge for the next day of room rental at full prices. If extending the stay is not possible, Hotel staff will remove all of the Guest's belongings from the room and store them until they are collected by the renting party.
5. Employees of the Reception serve as supervisors of the Guest.

§4 CHECK-IN

1. The basis for check-in of the Guest is the presentation of a valid ID at the Reception and signing the Guest Card.
2. Persons not checked in to the Hotel may visit the hotel room from 7:00 AM to 10:00 PM. The presence of unregistered persons in the Guest's hotel room after 10:00 PM will be considered as the Guest's consent to have those persons added to the room at an additional charge. The cost for each person will be based on the current rate for an extra adult bed.
3. The Guest cannot transfer the room to other persons, even if the stay period for which the payment was made has not yet ended.

4. The Hotel may refuse to accept a Guest who, during a previous stay(s) at the Hotel or other properties of the Górskie Resorty network, grossly violated the regulations, particularly by causing damage to the Hotel's property or the property of other Guests, or causing harm to Guests, Hotel staff, or other persons staying at the Hotel. The Hotel reserves the right to immediately check out a Guest in the event of gross violation of Hotel Regulations, without the possibility of a refund of the cost of the stay.
5. The Hotel reserves the right to block funds on the credit card provided by the Guest as payment security, in the amount due for the entire stay. The Guest hereby authorises the Reception staff to charge the Hotel fees from the card.
6. In the event that a Guest cancels their stay during the hotel day, the Hotel is not obligated to refund the fee for the unused portion of the reserved package.
7. The Guest consents to the issuance of a VAT invoice without a signature.

§5 HOTEL SERVICES

1. The Hotel provides services in accordance with its category and standard.
2. The Hotel provides Guests with: a. facilities for rest within the purchased offer, b. safety during the stay, including the confidentiality of Guest information, c. professional and courteous service within the current offer, d. room cleaning and necessary equipment repairs during the Guest's absence, and in the case of the Guest's presence, only with their consent, e. efficient technical service; in case of malfunctions that cannot be immediately repaired, the Hotel will make every effort to mitigate the inconvenience as much as possible. In such cases, the Guest is not entitled to compensation.
3. Additionally, upon the Guest's request, the Hotel offers the following complimentary services: a. providing information related to the stay and travel, b. wake-up calls at a designated time, c. storage of luggage for Guests registered at the Hotel, d. ordering taxis.
4. Guests may use the following free of charge: a. the water zone (pool, hot tub, saunas, relaxation area), b. Internet access.
5. In case of concerns regarding the quality of services, the Guest is requested to report them immediately to the Reception, allowing the staff to respond and improve service standards. Any complaints made on the day

of check-out will not be considered and are not grounds for compensation.

3. The Hotel is not responsible for animals under the terms set out in the Civil Code.

§6 GUEST RESPONSIBILITIES

1. Children under the age of 12 must be under the constant supervision of their legal guardians while on Hotel premises. Legal guardians will be held financially responsible for any damages caused by the children.
2. The Guest bears full financial responsibility for any damage or destruction of Hotel property, equipment, or technical facilities caused by the Guest or by persons visiting them.
3. The Guest should inform Reception of any damages immediately after they are discovered.
4. The Hotel reserves the right to charge the Guest's credit card for damages caused by the Guest after their departure. Therefore, the Guest hereby authorises the Reception staff to charge the Hotel's dues from the card.
5. In the event of a breach of the Hotel Regulations, the Hotel may refuse to continue providing services to the individual who violated them. Such a person is obliged to immediately follow the instructions of the Hotel staff, settle the payment for the services provided up to that point, pay for any damages, and leave the Hotel.
6. Each time the Guest leaves the room, they should ensure that the windows and doors are closed. A fee of 20 PLN will be charged for a lost room card/key. Upon check-out, the Guest is required to return the card to the Reception. It is prohibited to consume food in public areas that was not purchased at the Hotel. Alcohol consumption on the Hotel premises and surrounding areas, except for rooms, is allowed only if the alcohol was purchased at the Hotel. A fee of 200 PLN will be automatically charged for each opened bottle of alcohol not purchased from the Hotel if the regulations are not followed.

§7 HOTEL RESPONSIBILITIES

1. The Hotel is liable under the terms specified by commonly applicable law, including the Civil Code.
2. The Hotel is not responsible for damage or loss of motor vehicles (including cars) or other vehicles belonging to the Guest, as well as for items left inside them, while on Hotel premises.

§8 RETURN OF ITEMS LEFT BEHIND

Personal items left by a departing Guest in the Hotel room will be sent to the address provided by the Guest at their own expense. If no such instructions are received, the Hotel will store these items at the owner's expense for a period of 1 month, after which they will become the property of the Hotel. Due to their properties, food items will be stored for a period of 24 hours or, if not possible, discarded immediately.

§9 COMPLAINT PROCEDURE

1. Guests have the right to file complaints if they notice any deficiencies in the quality of services provided or in any other aspect.
2. The Hotel is obligated to provide services without any deficiencies or other defects.
3. A Guest may submit a complaint: a. in writing to the Hotel's delivery address, indicated in § 1(2) of the Regulations; b. electronically via email at: recepca@lineamare.pl.
4. It is recommended that the Guest include in the complaint description: (1) information and circumstances related to the subject of the complaint, especially the type and date of the deficiency or defect, and (2) the contact details of the complainant – this will facilitate and expedite the Hotel's review of the complaint. The recommendations provided in the previous sentence are for guidance only and do not affect the validity of complaints submitted without the recommended description.
5. The Hotel shall respond to the complaint received from the Guest and inform them of the manner in which the complaint will be handled, particularly in writing or via email, if the Guest has provided an email address for this purpose. The Hotel will provide a response to the complaint within 30 days from the date of its receipt, unless separate regulations state otherwise.

§10 AMICABLE (OUT-OF-COURT) MEANS OF RESOLVING COMPLAINTS AND PURSUING CLAIMS, AND RULES OF ACCESS TO SUCH PROCEDURES

1. Detailed information regarding the possibility for a Guest, as a consumer, to use out-of-court methods for handling complaints and pursuing claims, as well as the rules for accessing these procedures, is available at the offices and websites of

district (municipal) consumer advocates, social organisations whose statutory tasks include consumer protection, and Provincial Inspectorates of Trade Inspection, as well as at the following websites of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumentow.php

http://www.uokik.gov.pl/sprawy_indywidualne.php

http://www.uokik.gov.pl/wazne_adresy.php

2. A Guest being a consumer has the following examples of options for using out-of-court methods for handling complaints and pursuing claims:
 - a. The Guest is entitled to refer to the permanent consumer arbitration court mentioned in Article 37 of the Act of 15 December 2000 on Trade Inspection to resolve a dispute arising from the concluded Agreement; the regulations for the organisation and operation of permanent consumer arbitration courts are specified in the Regulation of the Minister of Justice of 6 July 2017, concerning the establishment of the rules for the organisation and operation of permanent arbitration courts at provincial trade inspection authorities.
 - b. The Guest is entitled to submit a request to the provincial inspector of Trade Inspection, in accordance with Article 36 of the Act of 15 December 2000 on Trade Inspection, to initiate mediation proceedings aimed at amicably resolving the dispute between the Guest and the Hotel; information regarding the principles and procedures of mediation conducted by the provincial inspector of Trade Inspection is available at the offices and websites of the respective Provincial Inspectorates of Trade Inspection.
 - c. The Guest may receive free assistance in resolving a dispute between the Guest and the Hotel by using the free help of the district (municipal) consumer advocate or a social organisation whose statutory tasks include consumer protection (including Federacja Konsumentów and Stowarzyszenie Konsumentów Polskich); the advice given by the Federacja Konsumentów is provided at the free consumer hotline number +48 577 167 895 and by the Stowarzyszenie Konsumentów Polskich at the email address: sekretariat@federacja-konsumentow.org.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 businesses via the Internet, in accordance with the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (OJ EUL No. 165, p. 1).

§11 ADDITIONAL PROVISIONS

1. Quiet hours at the Hotel must be observed from 10:00 PM to 6:00 AM the following day.
2. The stay of children under 3 years is free of charge. In this case, children do not receive bedding and do not have a separate sleeping place provided.
3. The Hotel allows the stay of animals. Pets may stay on the premises for an additional fee in designated areas: Hotel rooms and the Hotel lobby. Pets are not allowed in the Restaurant, spa & wellness area, and children's play areas. The pet owner is obligated to keep their animal in a manner that does not pose a threat to other Guests, staff, or other individuals. The Guest is obliged to remove any waste left by the animal on the Hotel premises and around the Hotel. The primary condition for accepting animals is that the Guest declares their arrival with an animal at the time of booking. This is necessary due to the limited number of rooms designated for pet stays. All dogs must be kept on a leash and supervised by their owner or an authorised person at all times. Additionally, dogs classified as dangerous breeds must also wear a muzzle while being walked. A fee of 1000 PLN will be charged for bringing a pet into the room without prior notification to the Hotel Reception. Only domestic animals may stay at the Hotel. The Hotel reserves the right to refuse admission to animals commonly recognised as dangerous or aggressive, including: reptiles, arachnids, and dogs of the following breeds: American Pit Bull Terrier, Ca de Bou, American Bulldog, Dogo Argentino, Presa Canario, Tosa, Rottweiler, Akbash, Anatolian Shepherd Dog, Moscow Watchdog, and Caucasian Shepherd Dog (Regulation of the Minister of Internal Affairs and Administration of 28 April 2003, on the list of dog breeds recognised as aggressive).
4. The Hotel offers paid parking spaces in the outdoor area. The number of parking spaces is limited.

5. In accordance with the Act of 9 November 1995 on the protection of public health against the effects of tobacco use, smoking tobacco and electronic cigarettes is strictly prohibited on the Hotel premises. This ban also applies to all Hotel rooms and their balconies/terraces. Failure to comply with this ban will result in a special charge of 1,000 PLN.
6. Dangerous items, weapons, ammunition, flammable, explosive, or illuminating materials may not be stored in Hotel rooms.
7. The Hotel reserves the right to charge the Guest an additional fee related to the cleaning of nonstandard waste. The amount will be determined individually on the basis of an assessment of the costs associated with the removal of such waste and will be added to the Guest's bill.
8. Solicitation and door-to-door sales, as well as gambling activities, are prohibited in the Hotel.
9. The Guest must not create excessive noise on the Hotel premises, allow unpleasant odours to escape from their Hotel room, disturb other Guests in any other way, cause damage, or be a source of annoyance to others. The Hotel reserves the right to intervene in such situations.
10. Apart from minor rearrangements of furniture and equipment that do not affect their functionality or safety, the Guest is not allowed to make any alterations in the Hotel room.
11. The Guest is prohibited from using devices or items that may pose a risk of damage to Hotel property or other Guests, especially those that could cause a fire or flooding.
12. The court competent to resolve disputes between the Guest and the Hotel is the common court specified by applicable law.
13. The Rules and Regulations are effective as of 20 June 2022.

§12 PRIVACY POLICY AND PERSONAL DATA PROTECTION

1. The administrator of the Personal Data of the Guest and other individuals staying on the Hotel premises and around the building within the monitored area (hereinafter referred to as 'Personal Data') is Linea Mare Operator sp. z o.o., with its registered office in Warsaw (00-023), at ul. Widok 8, entered into the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National

Court Register, under KRS number: 0000900187, NIP: 5252863393, REGON: 389001370 (hereinafter referred to as the 'Facility,' also referred to as the Hotel). The Hotel may also be a joint administrator of the Personal Data, of which it shall inform the Guest.

2. The Hotel processes or may process the Guest's Personal Data: a. for the purpose of fulfilling the Hotel service agreement between the Guest and Linea Mare Operator Sp. z o.o., as well as for the Guest's participation in the loyalty programme [Art. 6(1)(b) GDPR]; if, during the stay, the Guest uses additional services with the option of settling the payment after the stay, data related to those services may be collected for the purpose of settlement; b. for purposes arising from the legitimate interests pursued by the Hotel, namely for the participation of business clients in the loyalty programme, if the person whose data is being processed is not a participant in the loyalty programme but benefits from the programme [Art. 6(1)(f) GDPR]; c. for purposes arising from the legitimate interests pursued by the Hotel, such as direct marketing of the Hotel's services and the services of entities cooperating in the provision of Hotel services, including additional services, handling complaints, pursuing potential claims or defending against mutual claims of Guests, contacting Guests in the event of unforeseen circumstances (e.g. payment processing errors), and archiving [Art. 6(1)(f) GDPR]; d. for marketing purposes after the Guest's stay in the Hotel, based on the Guest's consent [Art. 6(1)(a) GDPR]. e. for purposes arising from the legitimate interests pursued by the Administrator, i.e., for security and protection of information and property through video monitoring [Art. 6(1)(f) GDPR]; f. for the provision of SPA & Wellness services based on consent given prior to using the aforementioned services [Art. 9(2)(a) GDPR] – also as a co-administrator of Personal Data.
3. Detailed rules for the processing of Personal Data in connection with participation in loyalty programmes are included in the regulations of the loyalty programmes, which the Guest should familiarise themselves with before joining the loyalty programme or before using the benefits resulting from participation in the loyalty programme.
4. Detailed rules for the processing of Personal Data in connection with using SPA & Wellness services, as well as information

- about the co-administration of Personal Data by the Hotel, and the rules for processing Personal Data in connection with using other additional services, if covered by separate regulations, are made available to the Guest before using the aforementioned services.
5. The Hotel building and the area surrounding the Hotel building are monitored by surveillance cameras. Information about the processing of Personal Data through monitoring is available at the Hotel Reception. The monitored area is additionally marked with a graphic sign along with written information.
 6. Information as to whether or not there is an obligation to provide Personal Data, as well as the consequences of failing to provide Personal Data, is provided in each case in the information obligation, which the Guest should read before performing certain activities related to providing Personal Data (e.g. when making an online reservation, when filling in a Guest Card, or when filling in a loyalty programme membership form).
 7. The Hotel entrusts the performance of certain services to its service providers (Data Recipients). For this reason, it may be necessary to disclose Personal Data to entities cooperating in the provision of Hotel services (including additional services), as well as to entities providing accounting, postal, courier, IT, hosting, mailing services, marketing, or legal services.
 8. Personal Data will be stored until the expiration of the statute of limitations for potential claims related to the performance of the contract concluded with the Hotel, unless there is another legal basis for their processing. Personal Data recorded by surveillance cameras will be stored for approximately 30 days. Personal Data processed based on consent will be retained until the consent is revoked, and after revocation, it may be stored until the expiry of the limitation period for any claims.
 9. The Guest has the right to request access to Personal Data, its rectification, deletion, or restriction of processing, as well as the right to data portability.
 10. The Guest has the right to object to processing that is necessary for purposes arising from the legitimate interests pursued by the Hotel.
 11. The Guest has the right to object to the processing of Personal Data for direct marketing purposes.
 12. Consent given can be withdrawn at any time, which will not affect the lawfulness of processing carried out based on consent before its withdrawal.
 13. The above rights can be exercised by sending a request to the email address: rodo@lineamare.pl
 14. Additionally, the Guest has the right to file a complaint to the supervisory authority.
 15. The Guest should promptly inform the Hotel of any changes to their Personal Data.