

REGULATIONS CONCERNING PURCHASING ONLINE TICKETS FOR THE OBSERVATION FLOOR

1. These regulations specify terms and conditions concerning purchasing online tickets for the Observation Floor, which is located on the 32nd floor of "Olivia Star" office building in Gdańsk at Aleja Grunwaldzka 472C, via Seller's Website.
2. Terms used in these regulations have the following meanings:
 - a. **Regulations** – means these "Regulations concerning purchasing online tickets for the Observation Floor",
 - b. **Website** – means Internet websites available at www.oliviastar.pl which are administered by the Seller and make it possible for the User to purchase online tickets for the Observation Floor,
 - c. **Observation Floor** – means 32nd floor of "Olivia Star" office building in Gdańsk at Aleja Grunwaldzka 472C,
 - d. **Seller** – means Olivia Star Top Limited Liability Company with its register office in Gdańsk (80-309) at Aleja Grunwaldzka 472C/3rd floor, entered into the Register of Entrepreneurs of the National Court Register by the District Court of Gdańsk-Północ in Gdańsk 7th Commercial Division of the National Court Register under KRS number 0000785038, share capital: PLN 5,000.00, Taxpayer Identification Number: 5842783933, National Business Registry Number: 383308043,
 - e. **User** – means a natural person who uses the Website in order to purchase an online ticket and who has full capacity to enter into legal transactions,
 - f. **Payment Operator** – means PayPro Joint Stock Company with its register office in Poznań at ul. Kanclerska 15 (60-327), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court of Poznań Nowe Miasto and Wilda 8th Commercial Division of the National Court Register under KRS number 0000347935, Taxpayer Identification Number 7792369887, entered into the Register of National Payment Institutions kept by the Financial Supervision Authority under entity's number in the Polish Financial Supervision Authority IP24/2014, as a national payment institution,
 - g. **Payment Website** – means www.przelewy24.pl website, which is administered by the Payment Operator,
 - h. **Payment Regulations** – the regulations concerning payments of the Payment Operator, which are available on the Payment Website,
 - i. **Building** – means "Olivia Star" office building, situated in Gdańsk at Aleja Grunwaldzka 472C.
3. Every User is obliged to get familiar with the Regulations before purchasing a ticket via the Website.
4. The User is obliged to use the Website and purchase online tickets according to the Regulations and applicable law.
5. Exclusively natural persons with full legal capacity can use the Website.
6. To use the Website the User has to comply with minimal technical conditions: a device with Internet access, any Internet browser, a program, which makes it possible to preview and print a ticket in PDF format. The Seller does not reimburse the User for either the costs of purchasing the tools defined in the previous sentence, or the costs of the Internet connection.
7. Purchasing a ticket via the Website is carried out through placing an order and payment on the Payment Website and the Payment Operator. In the case of positive User's payment verification by the Payment Operator, purchased online tickets are sent to the e-mail address provided not later than within 30 minutes after making the payment.
8. To place an order and purchase a ticket the User should take the following steps on the Website:

- a. indicate the number and type (if the Seller enabled such an option) of tickets, which he or she is going to purchase and then choose the day and time-frame from the pool of dates available for the certain number of people,
 - b. provide the Seller with personal data in the scope required by the Seller in the order form,
 - c. accept the provisions of the Regulations concerning a visit to the Observation Floor,
 - d. accept the provisions of the Regulations,
 - e. choose the payment method and – if it is required by the Payment Operator – accept the provisions of the Payment Regulations,
 - f. send the completed Form indicated in point b) above electronically to the Seller by clicking the "Buy a ticket" button in the form, which is tantamount to placing an order.
9. Preliminary reservation of places takes place only when you click "Buy a ticket" button, which means that the Website checks once again the availability for a certain number of people at the selected date. When the pool of tickets is exhausted from the moment the User checks the availability to the moment he or she clicks "Buy a ticket" button, the purchase will not be possible and the User should once again verify the dates available, in accordance with the manner described in the point a) section 8 above.
10. The User has the right to purchase a limited number of tickets in one order – out of the tickets available for sale. The number of tickets for sale, including tickets at a specified date and time, is stipulated solely by the Seller. A ticket entitles the User to visit the Observation Floor and stay there only at a date and time defined by a ticket.
11. The Seller has the right to suspend the sale of tickets at any time without giving any reason.
12. In the case, when the Seller provides reduced tickets or special tickets for a certain category of Users, the User has to document the compliance with the conditions, which entitle him or her to purchase such a ticket before entering the Observation Floor (for example by showing a student ID, a Resident Card, a Tourist Card or other documents indicated and accepted by the Seller), otherwise the User may not be admitted to the Observation Floor. If the User fails to document his or her right to purchase a reduced or special ticket, his or her ticket becomes invalid. In such a case, the Seller is not obliged to reimburse the User for the cost of a ticket or any other equivalent, or to exchange a reduced ticket or a special ticket into a different one.
13. Online payment for a ticket should take place not later than within 15 minutes from the moment of placing an order. Placing an order without payment within the time-limit indicated in the first sentence of this section results in the annulment of an order and preliminary reservation, about which the User will be informed via e-mail sent to his or her e-mail address. A payment is finalised when the Seller receives an information concerning payment from the Payment Operator.
14. The User can pay for a ticket only via payment methods facilitated by the Payment Operator on the Payment Website while placing an order.
15. The ticket prices given on the Website are gross prices and include value added tax. The ticket prices are given in Polish zloty. The Seller does not cover or reimburse the User for the costs of payment denomination in the case of transfers from a bank account or to a bank account in a foreign currency.
16. The User makes a payment resulting from a certain order once, in a full amount resulting from an order regardless of the number of tickets purchased within one order.
17. Ticket realisation takes place through presenting it to the service of the Observation Floor and in the case stipulated in the point 12 of the Regulations through presenting it together with a document, which confirms the right to purchase a reduced or special ticket. If the Seller has any doubts concerning the authenticity of a ticket or the identity of a person entitled to its realisation, it is entitled to make the User show his or her identity document (for example ID, passport, ID card).
18. A ticket is valid from the moment of purchase to the moment, when the date and time stipulated by a ticket expire.
19. The Seller is not responsible for sharing a ticket with other people by the User. If several persons are willing to enter the Observation Floor with the same ticket, a person, who realised the ticket first will be entitled to enter the Observation Floor. If several people are willing to enter the Observation Floor at the same time, a person, who paid for the ticket will be entitled to enter the Observation Floor.

20. Unrealised tickets cannot be returned or exchanged into other tickets or into any monetary equivalent.
21. The User has the right to return a ticket if there occur any circumstances on the side of the Seller, which make it impossible to realise a ticket, however the User should return the ticket, under pain of the loss of the right to return it, not later than within 14 days from the moment there occurred circumstances on the side of the Seller, which make it impossible for the User to realise the ticket, and send an e-mail to the Seller from User's e-mail address given while purchasing the ticket. The Seller confirms that the ticket will be returned and sends an appropriate information concerning the return to the User's e-mail address. Payment connected with the return of the ticket will be carried out via the same payment method, which was used while purchasing the online ticket within 7 days from the day the Seller acknowledges the return.
22. Complaints concerning payments should be made by the User to the Payment Operator in accordance with the Payment Regulations.
23. The Seller is not responsible for the results of providing incomplete or false personal data by the User or for any interferences or mistakes while sending data via telecommunications networks or the Internet during purchasing tickets by the User or providing these tickets to the User.
24. The Seller is not responsible for the loss of data caused by hardware or software failure and circumstances beyond the control of the Seller.
25. The Seller is not responsible for the damage caused by User's action or omission, especially the improper usage of the Website or the Payment Website. The User uses the Website and the Payment Website at his or her own expense and risk.
26. The Seller is not responsible for any possible problems connected with data transfer, including interruptions in service of Internet providers and for problems connected with individual settings of devices (including computers) of the User and for their configuration.
27. The rules concerning User's visit to the Observation Floor are stipulated in the Regulations concerning the visits to the Observation Floor, which are available on the Website. The User is obliged to get familiar with the regulations mentioned in the previous sentence before purchasing a ticket via the Website. The User accepts the provisions of the regulations defined in the first sentence of the section in the order form.
28. The Seller informs that pursuant to the regulation of Article 38(12) of the Act of May 30, 2014 on consumer rights, a consumer has no right to withdraw from the agreement concluded off-premises or remotely with respect to contract for services connected with entertainment, sports or cultural events, if the date or period of service provision were stipulated in the contract. In this respect, the User does not have the right to withdraw from the online Observation Floor ticket purchase agreement.
29. In compliance with the provisions of applicable law, the sale of tickets defined in the Regulations is not subject to recording with the use of cash register and the User does not receive a fiscal receipt.
30. Users' personal data is administered by the Seller – Olivia Star Top Limited Liability Company with its registered office in Gdańsk (80-309) at Aleja Grunwaldzka 472C 3rd floor, entered into the Register of Entrepreneurs of the National Court Register by the District Court of Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS number 0000785038, share capital: PLN 5.000.00, Taxpayer Identification Number: 5842783933, National Business Registry Number: 383308043. In all issues connected with the processing of personal data the User should address his or her correspondence to the Seller to the e-mail address defined in point 37 below. The Seller processes Users' personal data in accordance with binding legal regulations, especially in accordance with the provisions of the European Parliament and of the Council (EU) 2016/679 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 (hereinafter referred to as "Ordinance").
31. Users' personal data controller, for the purposes of making payments via the Payment Website, is the Payment Operator – PayPro Joint Stock Company with its registered office in Poznań at ul. Kanclerska 15 (60-327), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court of Poznań Nowe Miasto and Wilda 8th Commercial Division of the National Court Register under KRS number 0000347935, Taxpayer Identification Number 7792369887, entered into the Register of National Payment Institutions kept by the Financial Supervision Authority under entity's number in the Polish Financial Supervision Authority IP24/2014, as a national payment institution.

32. The Seller will be processing User's personal data to:

- a. enter into or carry out a transaction connected with purchasing an online ticket for the Observation Floor and realise the entitlement resulting from the ticket in accordance with Article 6, Section 1, Point b) of the Ordinance,
- b. fulfil legal duties imposed on the Seller, especially within the scope of preparing, maintaining and archiving documentation, including accounting and tax documentation, in accordance with Article 6, Section 1, Point c) of the Ordinance,
- c. determine, secure or seek claims by the Seller, which are connected with the activity carried out, purchasing tickets to the Observation Floor or realising these tickets by the User, the User or to determine Seller's responsibility or to defend against claims directed against the Seller, defend against law enforcement authorities or adjudicating authority, in criminal, civil or administrative proceedings in accordance with Article 6, Section 1, Point f) of the Ordinance,
- d. handle complaints connected with purchasing online tickets to the Observation Floor and realising this ticket by the User in accordance with Article 6, Section 1, Point f) of the Ordinance,
- e. ensure security for people or protection of property on the Observation Floor and make it possible for the User to visit the Observation Floor in accordance with Article 6, Section 1, Point f) of the Ordinance.

33. User's personal data can be made available by the Seller to:

- a. the entities, which process data on behalf of the Seller, including: entities used by the Seller or entities, which were entrusted by it to perform activities within the scope of its activity, entities, which were entrusted by the Seller to process personal data, entities, which provide to the Seller tax, accounting, advisory, audit, insurance, legal, technical or IT services, providers of systems, which support Seller's activity,
- b. other controllers, which process personal data on their own behalf, including: entities, which conduct payment activity, the Payment Operator, entities, which acquire liabilities, the owner of "Olivia Star" office building located in Gdańsk at Aleja Grunwaldzka 472C, entities, which provide insurance, courier, postal or bank services, entitled entities and authorities, to which the Seller is obliged to make personal data available in accordance with binding legal provisions, including investigative, enforcement, judicial, administrative and tax authorities.

34. The storage time of User's personal data depends on legal basis and the purpose of the processing this data, taking into consideration accountability principle. In this respect, User's personal data will be stored for the period of:

- a. personal data processed in order to conclude or carry out the transaction of purchasing online ticket to the Observation Floor and to realise the entitlement resulting from the ticket – throughout the validity of the ticket and settlements connected with it and after its termination throughout the period, which is crucial for the Seller to fulfil its legal obligation (for example: within the scope of preparing, maintaining and archiving documentation, including tax documentation) and period, in which the Seller may face the legal consequences resulting from the failure to fulfil this obligation or throughout the period stipulated in point c) below,
- b. in the case of processing personal data in order to fulfil the Seller's legal obligation – throughout the period crucial to fulfil this obligation and period, in which the Seller may face the legal consequences resulting from the failure to fulfil this obligation,
- c. throughout the period crucial to determine, secure or seek claims by the Seller, or to determine Seller's responsibility or to defend against claims directed against the Seller, defend against law enforcement authorities or adjudicating authority, in criminal, civil or administrative proceedings including limitation periods stipulated in binding legal provisions,
- d. in the case of personal data processed in order to handle complaints connected with purchasing online tickets to the Observation Floor and realising these tickets by the User throughout the period crucial for handling complaints and after its termination throughout the period, which is crucial for the Seller to fulfil its legal obligation (for example: within the scope of preparing, maintaining and archiving documentation, including tax documentation) and period, in which the Seller may face the legal consequences resulting from the failure to fulfil this obligation or throughout the period stipulated in point c) above,

- e. in the case of personal data processed in order to ensure security for people or protection of property on the Observation Floor and make it possible for the User to visit the Observation Floor: in the case of image – depending on technical means used, which are at the Seller's disposal – throughout the period of 30 days up to 3 months from the day of recording and in the case of other personal data processed by the Seller for this purpose – throughout the period of 3 years from the date of User's leaving the Observation Floor subject to the provisions of point c) above.

In the case of personal data processed for different purposes or on different bases of processing, for which there are different periods of storage, total storage time of this personal data will not be longer than storage time, which will expire at the latest date.

35. In connection with the Seller's processing of personal data, the User has:

- a. the right of access to personal data,
- b. the right to correct personal data,
- c. the right to delete personal data (the right to be forgotten),
- d. the right to restrict the processing of personal data,
- e. the right to transfer personal data to a different controller,
- f. the right to raise objections to the processing of personal data, including profiling,
- g. the right to withdrawal of the consent in the case, when the Seller processes User's personal data based on the consent, at any time, without any impact on the lawfulness of data processing activities, which was performed on the basis of consent before it had been withdrawn,
- h. the right to make a complaint to the President of the Personal data Protection Office, when the User considers that the processing of personal data violates the provisions of the Ordinance.

36. While processing User's personal data there is not solely automated decision-making and profiling within the meaning of Article 22 of the Ordinance. It means that the User is not subject to the decisions based solely on the automated processing, including profiling, which could result in legal effects on the User's side or have a similar significant impact on his or her situation.

37. Providing personal data is voluntary, however it is the condition required to purchase an online ticket and realise the entitlement resulting from this ticket, as well as to make a payment.

38. Any correspondence, including comments and complaints concerning purchasing online tickets and the functioning of the Website should be addressed to the Seller electronically to the following e-mail address reklamacje@oliviastar.pl

39. The Seller addresses any correspondence to the User's e-mail address, which was provided by him or her while purchasing a ticket or from which it received correspondence from the User. The Seller is not responsible for the failure to send correspondence to the User if he or she provides a wrong, incomplete or false e-mail address or if it is no longer possible for the User to use a given e-mail address. In all situations described in the previous sentence the correspondence is considered as delivered to the User on the day the correspondence is sent by the Seller to the User.

40. Only the Users have right to make complaints concerning purchasing online tickets. User's complaint should include User's name and surname, as well as a precise description of the reason for the complaint. Complaints can be made solely within 14 days from the date of the event or circumstances, which underlie the complaint or from the date the User got informed on the event or circumstances, which underlie the complaint. The moment the complaint reaches the e-mail address defined in point 37 of the Regulations is the moment of making a complaint. Complaints are handled by the Seller within 14 days from the date the User's complaint reaches the Seller's e-mail address. The answer to the complaint is sent by the Seller to the User's e-mail address, which was defined in the previous point.

41. These Regulations are available in the Seller's headquarters and on the Website, where they can be downloaded, saved and printed free of charge.

42. These regulations may be changed by the Seller at any time without giving any reason. The changes to the Regulations come into force on the day, when a new version of the Regulations is published on the Website, however in the case of orders made before

the date of entry into force of the changed Regulations, foregoing provisions are applicable, unless the User agrees to the new provisions.