

## **TERMS AND CONDITIONS FOR STAY RESERVATIONS**

### **including the provision of electronic services**

#### **at Western Camp in Zator**

### **INTRODUCTION**

MG Goczał Spółka z ograniczoną odpowiedzialnością, with its registered office in Zator, ul. Oświęcimska 35, 32-640 Zator, entered in the Register of Entrepreneurs maintained by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register, under KRS No. 0000970405, NIP: 5492467107, REGON: 521948419, share capital: PLN 100,000.00 (the "Service Provider"), hereby introduces these Terms and Conditions in fulfillment of the provisions of the Act of 18 July 2002 on the Provision of Electronic Services (as amended) and undertakes to comply with them.

### **1. General provisions**

1.1. The terms used in these Terms and Conditions shall mean:

- a) Reservation Form – the online form available on the Website, used to reserve the Accommodation Service at Western Camp as described herein,
- b) Western Camp Facility – the holiday resort operated by the Service Provider in Zator, at ul. Oświęcimska 35, 32-640 Zator,
- c) Customer – a natural person, including a Consumer, who is at least 13 years old, provided that if such person has not reached the age of majority, the consent of their legal representative is required if required by law, unless the agreement is of the type referred to in Articles 20–22 of the Civil Code; also a legal person or an organizational unit without legal personality to which the law grants legal capacity, who concludes an agreement with the Seller using means of distance communication,
- d) Consumer – a natural person performing a legal act with the Service Provider that is not directly related to their business or professional activity,
- e) Terms and Conditions – these Terms and Conditions for the provision of electronic services at Western Camp via the website: [www.westerncamp.pl](http://www.westerncamp.pl),
- f) Online Reservation – a reservation of Services made in the ICT system, in real time, through the booking system available at [www.westerncamp.pl](http://www.westerncamp.pl),
- g) Website – the Service Provider's website available at: [www.westerncamp.pl](http://www.westerncamp.pl),
- h) ICT System – a set of cooperating IT devices and software ensuring the processing and storage as well as the sending and receiving of data via telecommunications networks by means of an appropriate terminal device within the meaning of the Act of 17 February 2005 on the Computerisation of Activities of Entities Performing Public Tasks (as amended),
- i) Electronic Communication Means – technical solutions, including ICT devices and software tools cooperating with them, enabling individual distance communication using data transmission between ICT systems, in particular electronic mail,
- j) Electronic Services – services provided without the simultaneous presence of the parties

(at a distance), by transmitting data at the individual request of the service recipient, sent and received by means of electronic data processing devices, including digital compression and data storage, fully transmitted, received or sent via a telecommunications network within the meaning of the Act of 18 July 2002 on the Provision of Electronic Services (as amended),

k) Agreement – an agreement for the provision of reservation services for a room/tipi/other designated accommodation by the Service Provider, concluded electronically, the subject of which is the provision of the Service indicated in these Terms and Conditions,

l) Service – the accommodation service(s) at Western Camp (room/tipi/other designated accommodation service provided by the Service Provider) for the period specified in the reservation. A reservation may be made, modified or cancelled electronically within the time limits and under the conditions set out herein. A detailed description of the Service is provided in Section 3 of these Terms and Conditions,

m) Service Provider – MG Goczał Spółka z ograniczoną odpowiedzialnością, with its registered office in Zator, ul. Oświęcimska 35, 32-640 Zator, entered in the Register of Entrepreneurs maintained by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS No. 0000970405, NIP: 5492467107, REGON: 521948419, share capital: PLN 100,000.00. The Service Provider is the operator of the website: [www.westerncamp.pl](http://www.westerncamp.pl),

n) Service Recipient – an entity using the Service Provider’s services, being a party to the service agreement, whether a natural person, legal person or organizational unit without legal personality, who undertakes to comply with these Terms and Conditions. A Service Recipient is also an entity ordering the provision of specific electronic services under the rules set out herein,

o) Act – the Act of 18 July 2002 on the Provision of Electronic Services (as amended),

p) Consumer Rights Act – the Act of 30 May 2014 on Consumer Rights (as amended),

q) GDPR – 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.

1.2. Before using the services provided by the Service Provider via the Website, the Service Recipient undertakes to read these Terms and Conditions and declares acceptance of their provisions without the need to conclude a separate agreement.

## **2. General conditions for the provision of electronic services**

2.1. These Terms and Conditions specify the rules for the electronic provision of services consisting in making, modifying or cancelling reservations for accommodation services at Western Camp (i.e. a selected room/rooms, cabin, tipi, wagon) and the rules and procedure for concluding distance agreements with the Service Provider.

2.2. A reservation at Western Camp may be made in the following ways:

- via the Service Provider’s website and the booking system available thereon,

- by fax or electronic mail (e-mail),
- by telephone; such reservation requires confirmation by payment of the required deposit within 3 days from the date of making the telephone reservation; in the absence of such confirmation (deposit payment), the reservation shall not be accepted by Western Camp.

2.3. A condition for the provision of the Service is reading and accepting these Terms and Conditions by ticking the relevant boxes in the reservation form in the Service Provider's system (for reservations made through the online booking system available on the Western Camp website), and making a declaration acknowledging that personal data will be processed for the purpose of performing the Service, that providing such data is voluntary, and that the Service Recipient has rights related to the processing of their personal data, by ticking the relevant boxes in the reservation form.

2.4. Provision of the Service in relation to reservations made via the booking system available on the Western Camp website is possible only after completing the reservation form in the Service Provider's system, accepting these Terms and Conditions, and making the declarations referred to in Section 2.3.

2.5. Use of the Service is voluntary.

2.6. The Service Recipient is obliged to refrain from misuse of electronic communication means and from providing to or through the Service Provider's ICT system any content that may disrupt or overload the ICT system, infringe the rights of third parties, violate generally accepted social norms, or be contrary to applicable law.

2.7. The Service Provider reserves the right to carry out maintenance works on the ICT system, which may cause temporary difficulties or prevent Service Recipients from using the Service. The Service Provider shall inform Service Recipients in advance of any such difficulties by publishing an appropriate notice on [www.westerncamp.pl](http://www.westerncamp.pl), unless such works must be undertaken immediately due to sudden events beyond the Service Provider's control.

2.8. In special cases where the security or stability of the ICT system is at risk, the Service Provider shall have the right to temporarily suspend or limit the provision of services without prior notice to Service Recipients and to carry out works aimed at restoring the security and stability of the ICT system. The Service Provider shall inform Service Recipients of any related difficulties by publishing an appropriate notice on [www.westerncamp.pl](http://www.westerncamp.pl).

2.9. Upon request of the Service Recipient submitted electronically to the Service Provider's e-mail address, the Service Provider shall provide current information on specific risks related to the use of electronic services, and on the functions and purpose of software or data not forming part of the content of the service and introduced into the ICT system used by the Service Provider.

2.10. In order to use the Website and the electronic services provided through the online booking system available on the Western Camp website, the User must have access to the following tools and meet the following minimum technical requirements jointly:

- a) a device (computer or mobile device) with a minimum screen resolution of 1024 x 768 and Internet access,
- b) a current, active and properly configured e-mail account,
- c) one of the following web browsers:
  - Mozilla Firefox version 50.0 or later with JavaScript enabled and cookies accepted, or
  - Internet Explorer version 11 or later with JavaScript enabled and cookies accepted, or
  - Google Chrome version 54 or later with JavaScript enabled and cookies accepted, or
  - Safari version 3.2.2 or later with JavaScript enabled and cookies accepted.

While using the Website, cookies are installed in the Service Recipient's ICT system. The Service Recipient may change cookie settings, including deleting cookies or blocking them automatically; however, enabling cookies is a condition for using the Website. Detailed information about cookies used on the Website, including in connection with the provision of Services, is available in the Service Provider's Privacy Policy and Cookies Policy at [www.westerncamp.pl](http://www.westerncamp.pl).

2.11. Service Recipients are prohibited from providing unlawful content.

### **3. Types and scope of electronic services**

3.1. The Service Provider provides the following electronic services:

- a) online reservation of accommodation services,
- b) informational and promotional services regarding the Service Provider's own products and services and those of its business partners.

3.2. Online reservation

3.2.A. Reservation process

- a) Online reservation of the Service is made by following the steps indicated by the automatic booking system, consisting in completing the Reservation Form, in which the Service Recipient is asked to choose the dates of stay, number of persons, select a rate offer, then choose the calculated price offer, provide their data indicated in point b) below, and make the required payment.
- b) The Service Recipient making a reservation is obliged to provide correct data and accurate information in the Reservation Form, on the basis of which the reservation and cost calculation will be prepared. The Service Recipient must provide the following contact details in the Reservation Form: first name, surname, e-mail address, mobile phone number and

residential address, and declare that they have read and accept the reservation terms set out in these Terms and Conditions by ticking the relevant box in the Reservation Form. The Service Recipient may also consent to receiving commercial information electronically by ticking the relevant box in the Reservation Form (optional consent). The reservation is made by clicking the BOOK AND PAY button in the Reservation Form. Any promotions, including discount codes entered in the Reservation Form, may not be combined unless separate promotion terms expressly provide otherwise.

c) After making the reservation in accordance with point b) above, the Service Provider shall automatically and immediately send a reservation confirmation to the e-mail address provided by the Service Recipient in the Reservation Form, confirming the terms of the selected price offer, reservation number, name and surname of the person making the reservation, length of stay, number of rooms/tipis/other designated accommodation units, value of the stay, and payment terms.

d) The Service Recipient shall bear full responsibility for consequences resulting from providing incorrect data in the form.

e) The prices presented in the system constitute the total of the price for the room/tipi/other designated accommodation unit and the number of nights and persons using the Service, and include VAT. They may also include other services specified in the offer description. If a particular offer includes breakfast or other additional services, this information shall be stated in the rate description displayed during the booking process. Charges for services not included in the booking (e.g. additional nights, parking) must be paid on site by the Customer.

f) The reservation is made in the name of the Service Recipient who will make the payment.

g) The final stage of the reservation process is redirection to a page enabling payment by credit card or bank transfer.

h) A reservation shall be deemed confirmed after payment of a deposit amounting to at least 30% or 100% of the reservation value to the facility's bank account within the period indicated in the reservation confirmation referred to in point c) above.

i) The reservation must be confirmed by payment of the deposit; failure to make the payment shall result in cancellation of the reservation.

j) To cancel or modify a reservation, the Service Recipient must contact the reception desk of the facility.

k) Modification or cancellation of a reservation is possible in the following cases and under the following conditions:

- up to 30 days before the planned arrival date:
  - a) the reservation may be changed to another available date, provided it is within the

same calendar year (on dates when Western Camp is open) in which the original reservation was made,

b) the reservation may be cancelled free of charge – in such case, the Service Provider shall refund 100% of the amount paid by the Service Recipient towards the reservation,

- 14 to 29 days before the planned arrival date:
  - a) the reservation may be changed to another available date, provided it is within the same calendar year (on dates when Western Camp is open) in which the original reservation was made,
  - b) the reservation may be cancelled – in such case, the Service Provider shall refund 80% of the amount paid towards the reservation, and the Service Recipient shall be charged a cancellation fee amounting to 20% of the amount paid towards the reservation,
- 13 to 3 days before the planned arrival date:
  - a) the reservation may be changed to another available date, provided it is within the same calendar year (on dates when Western Camp is open) and may only be used within that same calendar year,
  - b) cancellation is not possible – in the event of resignation from the stay, the Service Recipient shall be charged a cancellation fee amounting to 100% of the amount paid towards the reservation,
- less than 3 days before the planned arrival date:

modification or cancellation of the reservation is not possible; the Service Recipient shall be charged a cancellation fee amounting to 100% of the amount paid towards the reservation.

l) In the cases indicated above where cancellation is possible, the Service Provider shall refund the paid deposit or the appropriate part thereof by bank transfer to the bank account from which the Service Recipient made the transfer to the Service Provider's account, within 14 business days from receipt of the written cancellation together with confirmation of the account number to which the refund is to be made (also sent in documentary form, i.e. by e-mail). At times other than those indicated above, cancellation is not possible due to Article 38(12) of the Consumer Rights Act.

m) If the Service Recipient fails to appear at the facility on the date the stay is to begin, the Service Recipient shall be obliged to pay the remaining amounts due to the Service Provider in connection with the reservation, as permitted by law.

n) In the event of a reservation date change referred to in point k), the Service Recipient shall be obliged to pay the price difference if the new date is more expensive.

o) Shortening the stay at the facility shall be treated as late cancellation as referred to in point k) above and shall require payment for the entire declared period of stay.

p) The currency used at the facility is the Polish złoty (PLN).

### 3.2.B. Payments and invoice issuance

Payments are made directly during the online reservation process or later to the bank account indicated in the reservation confirmation sent to the e-mail address of the person making the reservation.

- a) A reservation shall be considered guaranteed only after payment of the advance payment/deposit.
- b) Credit card authorisation and payment settlement are handled by an external entity through a direct connection to the server of the payment card settlement agent.
- c) The Service Provider is obliged to issue a VAT invoice in accordance with the tax laws in force in Poland and in cases provided for by such laws.

### 3.2.C. Performance of the agreement

a) If, during the performance of the Service, the Service Recipient finds that the agreement is being performed improperly (i.e. contrary to the booking conditions and the description of the service/product posted on the Website), they should immediately notify the Service Provider thereof.

## 3.3. Information and promotional services regarding the Service Provider's own products and services

3.3.A. Information and promotional services provided through the Website include Newsletter subscription.

### 3.3.B. Newsletter subscription

- a) Newsletter subscription applies to persons who order such service by completing the form available on the Website.
- b) Ordering the Newsletter subscription service consists in entering an e-mail address into the form available on the Website.

## **4. Conditions for concluding and terminating agreements**

4.1. In the case of a reservation of the Service Provider's Service, the agreement is concluded upon the Service Recipient's receipt of the reservation confirmation, including the reservation number.

4.2. The Service Recipient shall not have the right to withdraw from an agreement the subject of which is the Service, pursuant to Article 38(12) of the Consumer Rights Act, according to which the right of withdrawal from an off-premises or distance contract shall not apply to contracts for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure,

entertainment, sports or cultural events, if the agreement specifies the day or period of service provision.

4.3. If the Service Recipient consents to receiving informational and promotional services, the Service Provider shall be entitled to send the Newsletter to the e-mail address provided by the Service Recipient.

4.4. The Newsletter subscription may be cancelled at any time by sending such request to: [recepca@westerncamp.pl](mailto:recepca@westerncamp.pl)

4.5. The cancellation referred to in Section 4.4 above shall be equivalent to termination of the agreement for the provision of electronic services in the scope of informational and promotional services.

## **5. Personal data protection**

5.1. The controller of Customers' personal data within the meaning of the GDPR is the entity operating the WESTERN CAMP holiday resort and the website in the domain:

[www.westerncamp.pl](http://www.westerncamp.pl).

5.2. Data are stored and processed by the Service Provider in accordance with the GDPR, Polish personal data protection regulations, and the Privacy Policy and Cookies Policy published on the Website.

5.3. When processing the personal data of Service Recipients, the controller, having regard to Article 5 GDPR, applies the principles of lawfulness, fairness and transparency, purpose limitation, data minimisation, accuracy, storage limitation, and integrity and confidentiality.

5.4. The controller exercises the utmost care to prevent personal data breaches, understood under the GDPR as a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. Personal data are protected against disclosure to unauthorised persons and against other cases of disclosure, loss, or unauthorised modification.

5.5. Personal data are collected through the Website by completing the Reservation Form or the Newsletter subscription form.

5.6. The controller processes the personal data of Service Recipients:

- a) for sending commercial information electronically, on the basis of the Service Recipient's voluntary consent (Article 6(1)(a) GDPR);
- b) for the performance of the agreement with the Service Recipient, including handling complaints (Article 6(1)(b) and (c) GDPR);
- c) for compliance with legal obligations incumbent on the controller, in particular for accounting and tax purposes (Article 6(1)(c) GDPR);
- d) for archival purposes to safeguard information, including compliance with the accountability obligation under the GDPR, which is the controller's legitimate interest (Article

6(1)(f) GDPR);

e) for the establishment, exercise or defence of legal claims, which constitutes the controller's legitimate interest (Article 6(1)(f) GDPR).

5.7. Personal data are processed only to the extent necessary for the purposes described above.

5.8. Providing personal data is entirely voluntary, but necessary in order to make a reservation for the accommodation service or subscribe to the Newsletter.

5.9. The Service Recipient has the right to object at any time to the processing of their personal data described above. In the event of objection, the controller shall cease processing such data for those purposes unless the controller demonstrates compelling legitimate grounds overriding the interests, rights and freedoms of the Service Recipient, or the data are necessary for the establishment, exercise or defence of legal claims.

5.10. Personal data resulting from the concluded agreement shall be processed for the period during which claims related to that agreement may arise, i.e. for the limitation period for claims, or accordingly for the period justified by the need to keep accounting documentation in accordance with law.

5.11. Personal data may be disclosed to the controller's partners, i.e. companies with which the controller cooperates in combining products or services. The controller's subcontractors (processors) may also have access to Customers' personal data.

5.12. Service Recipients have the right to access their data and obtain a copy thereof, the right to rectification, erasure and restriction of processing, the right to object to processing, the right to data portability, and the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office.

## **6. Complaint procedure**

6.1. The Customer has the right to submit a complaint.

6.2. A complaint should be submitted to the Customer Service Office by e-mail to: [recepca@westerncamp.pl](mailto:recepca@westerncamp.pl) or by post to: ul. Oświęcimska 35, 32-640 Zator, marked "Complaint". It is also possible to submit a complaint using the complaint form available at the Reception desk directly at Western Camp.

6.3. In the complaint, the Customer should describe the event giving rise to the complaint, the date and time of its occurrence, and the details of the person submitting the complaint.

6.4. Information on the complaint outcome shall be provided in the same manner in which the complaint was submitted. If the complaint is upheld, the Service Provider shall satisfy the complainant's request in accordance with their applicable rights.

6.5. The Service Provider shall respond to the complaint within 14 days from the date of submission.

6.6. Each complaint shall be considered in accordance with applicable law. The Service Provider's liability for the quality of performance arises from Article 471 of the Polish Civil Code.

6.7. The above provisions shall apply accordingly to complaints regarding services provided electronically.

## **7. Intellectual property rights**

7.1. All information, data and materials made available on the Website (including, inter alia, names, logos, the Price List, graphics, colour scheme and layout of the website), as well as all other intangible property rights related to the content of the Website, including works and trademark rights, belong to the Service Provider or entities with whom the Service Provider has concluded appropriate agreements, and are protected by copyright, trademark rights, database rights or other intellectual property rights.

7.2. No part of the publications (including text, graphics, logos, icons, images, photographs, audio files, video files, data files, presentations, software and all other data) presented on the Website may be reproduced or distributed in any form or by any means without the prior consent of the Service Provider.

## **8. Disputes**

8.1. Settlement of any disputes arising out of or in connection with: the provision of electronic services by the Service Provider on the basis of these Terms and Conditions, between the Service Provider and a Service Recipient/Customer who is not a Consumer; or a distance agreement concluded between the above Parties, shall be submitted to the court having territorial jurisdiction for the city of Kraków.

8.2. In disputes involving a Consumer, it is possible to use out-of-court methods for handling complaints and pursuing claims. The Consumer may request intervention by a consumer ombudsman or use mediation (provided that the Service Provider agrees to mediation). Access to the above procedures is described in the Polish Code of Civil Procedure and the Act on Competition and Consumer Protection.

## **9. Final provisions**

9.1. Matters not regulated by these Terms and Conditions shall be governed by the generally applicable laws of the Republic of Poland, in particular the Act of 23 April 1964 – Civil Code, the Act of 18 July 2002 on the Provision of Electronic Services, the Act of 16 July 2004 – Telecommunications Law, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), and other relevant legal provisions.

9.2. If any provision of these Terms and Conditions is found invalid or ineffective in the manner provided by law, this shall not affect the validity or effectiveness of the remaining provisions. The invalid provision shall be replaced by a rule that most closely reflects the purpose of the invalid provision and of these Terms and Conditions as a whole.

9.3. The Service Provider reserves the right to amend these Terms and Conditions on the principles specified below. Amendments shall become effective from the moment they are expressly indicated and published on the Website. Agreements concluded before the amendment of the Terms and Conditions shall be governed by the previous version applicable at the time the agreement was concluded; therefore, amendments shall not apply to agreements already concluded.

9.4. Amendments to the Terms and Conditions may not infringe rights acquired by Service Recipients prior to the amendment.

9.5. Information about amendments to the Terms and Conditions shall be published on the Website.

9.6. Notification of amendments to the Terms and Conditions shall be published no later than 7 calendar days before the amendments enter into force.

9.7. Date of publication of these Terms and Conditions: 17 March 2026.