# **CAR PARK REGULATIONS**

### 1. ORGANIZATION OF THE CAR PARK

- a) The Car Park, operated by Parking Wawel SL having a branch in Poland with its registered seat in Kraków (31-101), Plac Przy Groblach 24 (hereinafter "**Parking Wawel**"), is an unguarded car park.
- b) Parking Wawel shall not be liable for any damages due to theft, loss, or destruction of vehicles or items left therein. The above reservation shall not apply to damage caused by Parking Wawel.

#### 2. CONDITIONS FOR USE OF THE CAR PARK

- a) The Car Park is open 24 hours a day, 7 days a week.
- b) Users may enter the Car Park with their vehicles:
  - after collecting a single ticket at the entrance to the Car Park, or
  - using an access card associated with a subscription, or
  - using a PCard card.
- c) Users parking vehicles on the basis of single tickets must pay at the automatic payment machines before exiting the Car Park with their vehicles. After making the payment, users have 15 minutes to leave the Car Park. After this time, the fee will be charged again.
- d) Parking spaces are provided on a rental basis. To rent a parking space, users must purchase a subscription or rent a space on an hourly/daily basis.
- e) The number of parking spaces is limited.
- f) Traffic regulations also apply in the Car Park.
- g) The Car Park is subject to a vehicle speed limit of 10 km/h.
- h) The Car Park is intended only for passenger cars not exceeding 2.00 m in height, as well as motorbikes.

# 3. USER OBLIGATIONS

The Users shall be obliged to:

- a) present their subscription card or ticket to the Car Park attendant upon request when entering or leaving the Car Park with their vehicle;
- b) respect road signs and marked traffic directions;
- c) park their vehicle in the designated spaces;
- d) turn off the engine of the parked vehicle, lights and other power systems, with the exception of security systems;
- e) secure their vehicle against unauthorized access and to use the available security protection measures;
- f) not litter in the Car Park area;
- g) not leave in the vehicle dangerous items that are not an original part of the vehicle itself;

- h) not repair or wash the vehicle in the parking spaces;
- i) follow the instructions of the Car Park attendants;
- j) respect the ban on smoking and consuming alcohol in the Car Park.

# 4. SPECIFIC PROVISIONS

- a) Payment for parking with a single ticket is accepted in cash or by credit or debit card.
- b) Payment for parking on the basis of a subscription card is accepted in accordance with the terms of the subscription agreement, and in the case of PCard cards, in accordance with the terms of the PCard agreement. The provisions of these Regulations regarding subscription cards shall apply accordingly to PCard cards, provided that they do not contradict the PCard agreement.
- c) If a single ticket is lost, the driver of the vehicle shall be required to notify the Car Park attendant immediately. In this case, the release of the vehicle may also be conditioned upon the person concerned documenting their right to collect the vehicle and submitting a written acknowledgement of receipt.
- d) The person in possession of a single ticket or subscription card assigned to a given vehicle is recognized by Parking Wawel as authorized to enter the Car Park, drive the vehicle within the Car Park, and exit the Car Park. Parking Wawel may request to see a document authorizing the driver to drive the vehicle.
- e) A single ticket and a single subscription entitle User to use one parking space. A person with a single ticket or a single subscription occupying more than one parking space will be charged for parking in the next parking spaces in accordance with the price list.
- f) The User who exceeds the parking time to which he is entitled based on his subscription, is obliged to pay an additional fee for parking in accordance with the price list.
- g) If a subscription card is lost, a new card will be issued upon payment of the relevant fee, in accordance with the price list.
- h) If a ticket is lost, an additional fee will be charged for the lost ticket, in accordance with the price list.
- i) Any traffic damage incurred on the Car Park premises shall be covered by the compulsory civil liability insurance of the person who caused the damage.
- j) If a Users's vehicle blocks traffic in the Car Park, Parking Wawel shall be entitled to remove the vehicle at the vehicle owner's expense.
- k) If a vehicle is parked outside the designated areas, Parking Wawel shall have the right to remove the vehicle at the vehicle owner's expense.
- 1) A User may only leave the Car Park with their vehicle once they have made the required payment. In the event that a User leaves the Car Park with their vehicle without paying or takes other actions aimed at avoiding payment of the amounts due, an additional penalty in the amount of PLN 500 may be charged, and the vehicle will be entered on the blacklist and will be disallowed from entering the Cark Park until all overdue payments are settled.
- m) In the event of the failure to comply with the provisions of point 3 (User Obligations) sub-points b), c), f), or h), and in cases specified in point 4 (Specific Provisions) sub-points j) and k), a parking penalty fee may be charged in the amount of PLN 500 and, pursuant to Art. 670 § 1 of the Civil Code, the vehicle may be blocked until the said fee is paid.

# 5. PERSONAL DATA

The administrator of your personal data is Parking Wawel with its registered seat in Spain, Barcelona, Calle Valencia 93 / 3° 2ª, 08029 Barcelona, having a branch in Poland, based in Krakow, Plac Na Groblach 24, 31-101 Kraków, entered into the National Court Register kept by the District Court in Kraków - Śródmieście in Kraków, XI Commercial Division, under the number KRS: 0000839766. The data will be processed for purposes related to the implementation of parking services covered by the Regulations and video monitoring of the parking lot to protect property and increase security. You have the right to access your personal data, rectify it, delete it, limit processing, transfer data, the right to object to data processing due to your special situation or for direct marketing purposes, and the right to withdraw consent to data processing at any time without impact on the legality of the current processing. Detailed information on the personal data administrator, contact details as well as information on privacy and protection of your personal data, including your rights, are described in our Privacy Policy available at the Parking Customer Service Office.

### 6. ADDITIONAL INFORMATION FOR CONSUMERS

- a) Parking Wawel does not provide a special procedure for dealing with possible consumer complaints. Parking Wawel's liability to Car Park users who are consumers is based on the applicable legal provisions, in particular the provisions of the Civil Code.
- b) Parking Wawel should be notified of any claims relating to its possible non-performance or due performance of the agreement within the time period and in the manner required by the relevant legal regulations, in particular the provisions of the Civil Code.
- c) For consumers, the penalty fee set out in point 4 sub-points l) and m) amounts to 150 PLN.