

GENERAL PROVISIONS

1. These Regulations (hereinafter referred to as the **“Regulations”**) set forth the terms and conditions for the purchase and redemption of Vouchers at the Aries Hotel & Spa facility in Zakopane (hereinafter referred to as the **“Hotel”**).
2. The issuer of the Voucher is Platan Hotels & Resorts Sp. z o.o. with its registered office in Warsaw, ul. Poleczki 23, 02-822 Warsaw, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw under KRS (National Court Register) number: 0000413065, NIP (Tax Identification Number): 9512354237 (hereinafter referred to as the **“Company”** or **“Issuer”**).
3. Contact information:
E-mail: rezerwacja@hotelaries.pl
Phone: + 48 185 44 44 44
4. The purchaser of the Voucher (hereinafter referred to as the **“Customer”**) is the entity that purchased the Voucher from the Issuer, with the stipulation that the purchaser may purchase the Voucher for another person (e.g. as a gift).
5. The Voucher Holder is the Customer or the person who presents the Voucher at the Hotel for redemption.
6. Voucher sales are conducted through the website of the Issuer: www.arieszakopane.pl and directly at the reception desk of the Hotel.

VOUCHER – GENERAL INFORMATION

1. Vouchers are divided into:
 - a) Multi-Purpose Vouchers (hereinafter referred to as **“Amount Vouchers”**) that entitle the Voucher Holder to use the services of the Hotel up to the value specified on the Voucher.
 - b) Single-Purpose Vouchers (hereinafter referred to as **“Stay Vouchers”**) that specify the type and scope of services for which the Voucher may be redeemed.
2. Information about the type, scope and time of redemption of a Voucher is included in the purchase offer for the Voucher on the website of the Hotel and directly at the Hotel. Unless the offer states otherwise, the Voucher is valid for a period of 12 months from the date of purchase.
3. The Voucher is non-refundable and cannot be split or exchanged for cash.
4. The Voucher has its own individual number which grants the right to redeem the offer specified on the Voucher. The Purchaser must not share the Voucher and/or its number with third parties, if they are not authorized to use the services specified on the Voucher. A record of the Vouchers is kept by the Issuer.
5. Vouchers may have special periods excluded from validity, during which the

Voucher cannot be redeemed; information about the excluded periods can be found on the Voucher.

VOUCHER PURCHASE

1. In order to purchase a Voucher, it is necessary to:
 - a) select the Voucher on the website of the Issuer, provide the data necessary to make the purchase (first name, last name, e-mail address, phone number), or
 - b) contact the Hotel directly by e-mail or phone: +48 185 44 44 44, e-mail: rezerwacja@hotelaries.pl, or
 - c) purchase the Voucher directly at the reception desk of the Hotel.
2. In the case of Vouchers purchased on the website of the Issuer, the Voucher in electronic form will be sent to the e-mail address of the Customer provided at the time of purchase, immediately after payment.
3. In the case of Vouchers purchased in the manner specified in paragraph 1(b) above, such Vouchers may be sent to the e-mail address specified by the Customer (electronic voucher) or by courier to the specified address (traditional voucher). Delivery of the Voucher in traditional (paper) form within the territory of Poland is free, delivery to an address outside Poland entails additional shipping costs. Voucher in traditional (paper) form will be sent to the Customer within 3 business days after the date of receipt of payment by the Issuer.
4. For Vouchers purchased in the manner specified in paragraph 1(c) above, the Voucher will be given directly to the Customer at the time of purchase, in the traditional (paper) form.
5. Vouchers purchased directly at the hotel can be sent to your e-mail address or in traditional (paper) form by courier to the provided address. Delivery of the Voucher within the territory of Poland is free, delivery to an address outside Poland entails additional shipping costs.
6. The Customer is required to pay for the Voucher in full at the time of purchase.
7. Making an electronic payment involves redirection to a payment system operator.
8. After making payment for the Voucher purchased on the website, the Customer will receive an e-mail confirming the purchase and, in a separate message, the Voucher in electronic form.
9. After the purchase of an Amount Voucher, a sales note will be issued as the confirmation of payment, whereas a receipt or an invoice will be issued after the Voucher is redeemed.
10. In the case of Stay Vouchers, a receipt or invoice will be issued after the

purchase, the purchaser is required to provide the invoice details at the time of purchasing the Voucher, and where the company details are not provided, a receipt will be issued and it will not be possible to make changes at a later date.

11. A Voucher with a single reference number can only be issued in one form, i.e. paper (traditional) or electronic. A Voucher in electronic form is equivalent to a Voucher in traditional form.

REDEMPTION OF THE VOUCHER

1. In order to use the Voucher, the Customer must make a reservation directly at the Hotel, with the stipulation that:
 - the stay must begin within the validity period of the Voucher,
 - in the case of Stay Vouchers – reservation cannot cover the following periods: Christmas, the New Year's Eve and the New Year period, Easter holidays (Maundy Thursday, Good Friday, Holy Saturday, Easter Sunday, Easter Monday), long weekends (including "May Day", Corpus Christi period) and other special periods, if specified on the Voucher;
 - redemption of the Voucher depends on the availability of rooms and services on the date selected by the holder,
 - the Voucher cannot be used, if the holder has made a reservation through a booking system (booking.com, Expedia.com, travelist, etc.) other than making a reservation directly with the Hotel,
 - the Purchaser must inform about the intention to use the Voucher at the time of making a reservation.
2. The Voucher is a form of payment that entitles the Holder to redeem it to cover payments up to the value of the Voucher and must be handed in at the Hotel reception desk during check-in. If the Voucher is missing, the Hotel has the right to charge the Holder the full amount for the reservation made.
3. The Voucher is single-use only and indivisible and can only be used for a single stay. If the amount due for the stay is higher than the value of the Voucher, the Holder is under an obligation to pay the missing amount no later than on the day of check-out. Neither the Voucher nor its unused portion is exchangeable for cash or other further benefits, services, discounts, etc.
4. The Voucher may not be used to pay for services not provided by the Issuer, i.e. in particular for the services of third parties pursuing business activities on their own and providing services on the premises of the Hotel. The scope of services that can be paid for with the Voucher will be detailed in the contents of the Voucher.
5. The Voucher cannot be redeemed for the purchase of other Vouchers.
6. Unless otherwise agreed or directly apparent from the contents of the Voucher, the holder may only use the Voucher for services at the hotel in

which it was purchased.

7. Your stay at the Hotel is subject to the terms and conditions set forth in the Hotel Regulations available on the Hotel website and at the reception desk.
8. The Hotel has the right to refuse to redeem the Voucher, if:
 - a) Voucher validity date expires,
 - b) it is technically not possible to redeem the Voucher due to its damage to an extent that makes it impossible to read the data recorded on the Voucher,
 - c) apartments are not available on the date selected by the Customer.
9. Redemption of the Voucher by the Holder will constitute a valid transaction even if the Holder comes into possession of the Voucher in an unauthorized manner.

COMPLAINTS

1. All complaints related to the Voucher, excluding complaints about services for which the Voucher was redeemed, will be considered by the Issuer within 14 days from the date of submission of a written complaint by the Customer or Voucher Holder.
2. Complaints must be reported to: rezerwacja@hotelaries.pl

LIABILITY OF THE ISSUER

1. The Issuer certifies that it performs the services legally, in accordance with applicable laws, and has all documents required by administrative authorities to provide the services specified in the contract.
2. The Issuer shall not be liable for any breach of an obligation under these Regulations or the Voucher Sale Contract, if the fulfillment of the said obligation has been prevented or hindered for reasons beyond the control of the Issuer.
3. The total liability of the Issuer to the Customer or the Voucher Holder shall not exceed, under any circumstances, the value of 100% of the Voucher price.

RIGHT OF WITHDRAWAL

1. Customers who are consumers, i.e. who purchase a Voucher over the phone or through the website of the Issuer for purposes not related to their business or professional activity, may withdraw from the contract without stating reasons within 14 days after receiving the Voucher, provided that the Voucher has not yet been redeemed, by notifying the Issuer in writing at the address of the Company or in documentary form at the e-mail address: rezerwacja@hotelaries.pl, with the stipulation that the Customer must present the proof of purchase issued for the relevant payment.
2. The Seller undertakes to process any declared wish to withdraw from the

contract within 14 days from the date on which it is served and to refund to the Customer all payments made by the Customer. In the case of effective and legal withdrawal from the Contract, the Voucher will be cancelled.

3. If the Voucher Sale Contract is concluded at the Hotel, pursuant to Article 27 of the Act of 30 May 2014 on Consumer Rights, the Customer is not entitled to withdraw from the contract.
4. All payment refunds will be made to the bank account of the Customer from which the payment was made, unless the Customer indicates a different bank account for the refund.

PERSONAL DATA PROTECTION

1. The provision of personal data necessary to purchase the Voucher, marked with an asterisk symbol on the order form, is voluntary, but failure to provide such data will prevent the purchase of the Voucher.
2. In order to redeem the Voucher, it is necessary to provide at least the first and last name of the Voucher Holder and other information needed to book a stay at the Hotel, in accordance with the Hotel regulations. The aforementioned data is provided voluntarily, but failure to do so will prevent the redemption of the Voucher for the booked stay.
3. The Issuer receives the personal data of the Holder from the Purchaser. The data received includes only the first and last name of the Holder.
4. The controller of personal data is the Issuer.
5. Personal Data is processed with appropriate safeguards in place that meet the requirements of the law.
6. Personal Data will be processed only for the purposes of:
 - a) Voucher redemption,
 - b) billing and invoicing of services,
 - c) conducting a complaint procedure (if applicable),
 - d) marketing – if the legal basis for the processing are the legitimate interests pursued by the controller – Article 6(1)(f) of the 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 (“GDPR”).
7. Personal Data may be used for statistical purposes within the framework of the legally permitted and legitimate interests of the controller (Article 6(1)(f) of the GDPR).
8. Personal Data will be retained only for the period necessary to duly fulfil the above purposes and, after they are fulfilled, for the period required by the obligations imposed on the controller by law, including (i) regulations on third party liability for the proper performance by the parties of their obligations and (ii) tax regulations.

9. The Customer and the Voucher Holder have the right to: access, rectify and delete their personal data, restrict its processing, data portability, the right to object to the processing of data due to a particular situation or for direct marketing purposes, and the right to withdraw consent to data processing at any time without affecting the legality of previous processing.
10. If it is determined that a breach of data protection regulations has occurred, the Customer has the right to lodge a complaint with a supervisory authority, in particular in the Member State of their habitual residence, their place of work or the place where the alleged breach was committed.
11. The basis for the processing of personal data is: Article 6(1)(a), (b), (c) and (f) of the GDPR.

AMENDMENTS TO THE REGULATIONS. FINAL PROVISIONS

1. The Regulations may be amended at any time, with the stipulation that for Vouchers purchased prior to the amendment, the existing provisions shall apply, unless the amendment is more favorable for the Customer.
2. The current version of the Regulations is available each time on the website www.ariesZakopane.pl and at the Hotel reception desk.
3. By placing an order for the purchase of a Voucher, the Customer declares that they have read and accepts the contents of these Regulations.
4. Any matters not covered by these Regulations will be governed by generally applicable law.
5. These Regulations shall come into force as of 01.05.2025.