

# GENERAL TERMS AND CONDITIONS FOR USING THE SMOK FAŁĘCKI PLAY AREA

## § 1 Definitions

1. **Regulations** – these regulations, available, in particular, on the website [www.smokfalecki.pl](http://www.smokfalecki.pl) and at the Reception.
2. **Manager** – MD Space **MD Space spółka z ograniczoną odpowiedzialnością** with its registered office in Kraków, ul. Zakopiańska 105/0/01A, 30-418 Kraków, entered in the business register kept by the District Court for Kraków - Śródmieście, 11th Department of the National Court Register, under KRS number: 0001103013, REGON 528493608, NIP 6793297818, with a share capital of PLN 5,000; email address: kontakt@smokfalecki.pl, phone number: 572 008 803.
3. **Smok Fałęcki** – the play area operated by the Manager in Solvay Park Shopping Center, Kraków, ul. Zakopiańska 105/0/01A, 30-418 Kraków.
4. **Reception** – the reception at the entrance to Smok Fałęcki.
5. **Customer** – a customer of Smok Fałęcki.
6. **Children** – Customers under the age of 18.
7. **Attractions** – the available attractions in Smok Fałęcki intended for children aged 4-14, in particular: trampolines, inflatable structure, air cushion, monkey grove, net labyrinth, inflatable field, zip line, hanging obstacle course.

## § 2 General Rules

1. The use of Smok Fałęcki services is only possible after becoming familiar with the Regulations and accepting their content. Before entering Smok Fałęcki, the Customer will be asked to fill out a form in accordance with **Appendix 4** to the Regulations.
2. Legal guardians are responsible for ensuring that Children follow the Regulations.
3. Information about the opening hours is available on the website <https://smokfalecki.pl/kontakt/>, at the Reception, and on the entrance doors to Smok Fałęcki.

## § 3 Fees

1. Staying in Smok Fałęcki is subject to a fee according to the price list available at the Reception and on the website <https://smokfalecki.pl/#cennik>.

2. The entrance ticket entitles you to stay in Smok Fałęcki for a specified period. In case of exceeding the purchased time, Customers will be charged an additional fee for each extra minute according to the price list.
3. After purchasing the entrance ticket, the Customer will receive a wristband, which must be returned upon exit.
4. The duration of the stay in Smok Fałęcki is calculated based on the starting time recorded on the wristband and the ending time when the wristband is returned at the Reception.
5. Customers are obliged to keep the wristband throughout the stay. In case of loss or damage to the wristband, the duration of the stay will be determined as the time from the opening of Smok Fałęcki until the Customer leaves.
6. It is prohibited to share the wristband with third parties.
7. It is recommended to arrive at Smok Fałęcki 20 minutes before the reserved time. In case of delay, the Customer's stay will be proportionally shortened without the right to a refund.
8. The price list may change at any time, but this does not affect tickets purchased before the change.

#### **§ 4 Rules for Staying in Smok Fałęcki**

1. Children aged 4 to 13 years can only stay in Smok Fałęcki under the supervision of a legal guardian.
2. Children over the age of 13 may stay in Smok Fałęcki independently, for no more than 180 minutes, after submitting:
  - 2.A. consent from the legal guardian – the consent form is available at the Reception or on the website [www.smokfalecki.pl](http://www.smokfalecki.pl) (**Appendix 1** to the Regulations).
  - 2.B. school ID or another identity document confirming the age (to be inspected).
1. The staff of Smok Fałęcki does not provide childcare. Leaving a child without supervision is at the legal guardian's own risk and responsibility.
2. Customers are required to comply with the instructions from the staff of Smok Fałęcki.
3. In case a child is not picked up before closing time, the staff may inform the appropriate authorities about the child being left unsupervised.

#### **§ 5 Safety Rules**

1. Using the Attractions available in Smok Fałęcki:a

- 1.A.It is possible in the absence of health contraindications (including musculoskeletal or spinal conditions, as well as during pregnancy) – in case of doubts, prior medical consultation is recommended
- 1.B.may involve a risk of physical injury.
- 1.C.requires physical fitness and coordination, just like using the sports constructions.
- 1. In case of behavior that creates a danger to other Customers, despite a warning, the staff may ask the Customer to leave Smok Fałęcki. In case of Children, the staff will contact the legal guardian, who must immediately pick up the child.
- 2. The following rules must be followed:
  - 2.A.comply with the Regulations along with the instructions for using the Attractions (**Appendix 2** to the Regulations) and the staff's instructions and guidelines.
  - 2.B.immediately report to the staff any safety violations, the Regulations being violated, injuries, or any other situation requiring assistance.
  - 2.C.exercise special caution when wearing glasses or contact lenses, as they may be damaged and pose a threat to the Customer, others, or the equipment.
- 1. It is prohibited to:
  - 1.A.bring items that may pose a danger to other Customers.
  - 1.B.hold any items in hands, mouths, or pockets during the use of the Attractions, including food/drinks, chewing gum, phones, keys, keychains, jewelry (including necklaces), headphones, toys, etc.
  - 1.C.climb on side walls or other elements not intended for that purpose.
  - 1.D.bring animals into the premises.
  - 1.E.perform extreme acrobatics, except during organized activities with an instructor provided by Smok Fałęcki.

## **§ 6 Rules of Organization and Order**

- 1. Before entering the play area, it is required to:

- 1.A.leave your belongings that may interfere with using the Attractions in a locked locker (shoes should be placed on the open shelf); valuable items should not be left.
- 1.B.wear anti-slip socks (available for purchase at the Reception) or change into sports shoes.
1. It is prohibited to:
  - 1.A.run on the communication platform or stairs, except in designated zones.
  - 1.B.smoke tobacco (including e-cigarettes).
  - 1.C.consume alcoholic beverages.
  - 1.D.bring or use drugs.
  - 1.E.stay in Smok Fałęcki under the influence of alcohol and/or drugs.
  - 1.F.behave aggressively or in a manner that threatens the safety of others.
  - 1.G.bring weapons, sharp objects, or any dangerous items.
  - 1.H.use the Attractions and equipment inappropriately.
  - 1.I.conduct individual or group training sessions without the staff's consent.
1. It is required to:
  - 1.A.follow the instructions and orders of the staff (including the trainer/animator).
  - 1.B.request assistance from the staff in case of any doubts.
  - 1.C.rest only in designated zones.
1. For safety purposes, the premises (except for toilets) are monitored. Information on the processing of personal data in this regard is contained in Appendix 3 to the Regulations.

## **§ 7 Liability**

1. The Customer assesses their own physical and health condition regarding the use of the Attractions at their own risk. The staff is not able to assess the health condition. In case of doubt, it is recommended to refrain from using the Attractions and seek a medical consultation.
2. Failure to follow the Regulations, safety rules, and staff's instructions may result in injury or damage to property, and the Customer will be held responsible for the consequences.

3. The Customer is responsible for any damage caused to others according to applicable law. Legal guardians are responsible for damage caused by Children.
4. The Customer declares that all provided information is accurate and true and assumes responsibility in this regard.
5. For safety reasons, belongings should be left in a locked locker at Smok Fałęcki. The Manager ensures the locker is closed but does not assume responsibility for storing items (no deposit service). Therefore, it is advised not to bring valuables to avoid potential damage or theft.
6. Customers violating public order, good manners, creating a danger to others, or not complying with the Regulations and justified instructions may be asked to leave the premises without a refund of any previously paid fees.
7. The Manager does not provide childcare or supervision of Children, especially when their legal guardians are absent. Leaving a child without supervision is at the legal guardian's own risk and responsibility.
8. Legal guardians are responsible for damages caused by Children according to applicable law.
9. Filming and taking pictures is only allowed for personal use, respecting the image and privacy of others. Commercial use of recordings or photos is prohibited without the Manager's consent.
10. The Manager is not responsible for disruptions in the functioning of the premises due to reasons beyond their control, such as breakdowns or power outages. In such cases, the Customer will be offered a ticket for an additional visit for the unused time or, at the Customer's choice, a refund for the unused stay time.
11. The Manager is responsible for non-performance or improper performance of the contract under the provisions of the law.

## **§ 8 Final Provisions**

1. Questions, comments, and complaints should be addressed to the email address: reklamacje@smokfalecki.pl.
2. When submitting complaints, please provide a detailed description of the issues. Complaints will be considered by the Manager immediately, but no later than 14 days after receiving the complete information necessary to process the matter.
3. In case of a potential dispute, the Manager may agree to resolve it amicably. Further information can be obtained, for example, at <https://uokik.gov.pl/pomoc-dla-konsumentow> or <https://uokik.gov.pl/stale-sady-polubowne>.
4. The Manager reserves the right to change the Price List and the Regulations at any time. However, this does not affect the fulfillment of agreements or orders made before the date of the changes. The updated Price List and

Regulations will be posted on the website [www.smokfalecki.pl](http://www.smokfalecki.pl) and at the Reception.

**Appendices:**

1. Parental/guardian consent for independent use of the playroom
2. Instructions for using individual Attractions
3. Information on personal data processing
4. Admission form