

TOURIST CARD TERMS AND CONDITIONS

I. DEFINITIONS

1. **Tourist Card Project** – a special offer for visitors to the Pomorskie (Pomeranian) Voivodship, with the goal to promote tourism.
2. **Organiser** – Pomorska Regionalna Organizacja Turystyczna (Pomeranian Regional Tourism Organisation) with its registered office: Poland, 80-887 Gdańsk, ul. Wały Jagiellońskie 2a, entered in the register of associations, other social and professional organisations, foundations and independent public health care entities of the National Court Register run by the Gdańsk-North District Court in Gdańsk (Sąd Rejonowy Gdańsk-Północ w Gdańsku) under KRS No. 0000177559, with VAT Reg. No. (NIP) PL 5832842841
3. **Partner** – an entity that participates in the Tourist Card Project, who, based on agreements signed with the Organiser, offers their products or services to the Card Users under special conditions specified in the Guide Book.
4. **Facility** – a facility belonging to a Partner, where the Tourist Card is accepted.
5. **Guide Book** – information about the offer and discounts provided by the Partners. The Guide Book includes contact details, a picture of the Partner's product, service or seat, along with a description and is available at www.kartaturysty.pomorskie.travel
6. **Card User** – purchaser of the Tourist Card who has activated their Card.
7. **Tourist Card** – plastic card that is the Packages' electronic data carrier, with a unique number and electronic chip, containing the Card User's data (the card is personalised). The carrier may be reused multiple times, to contain an unlimited number of Packages purchased by its owner.
8. **Packages** – special offers from the Partners for the Card Users valid over the period of the Time Option from the time of the Package Activation. The Packages are encoded in the Tourist Card as electronic data.
9. **Package Activation** – The Package is Activated by the Card User when it is sold and when the Card User indicates the date of activation. Package Activation can take place only during its period of validity, specified each time in the Package description. The Time Option commences from the moment of the Package Activation.
10. **Time options** – 48h or 72h – depending on the type of Package purchased.
11. **Komunikacja (Transport) Package** – electronic ticket that is a top-up of the additional offer with a Time Option, accepted on public transport within the area of the Bay of Gdańsk Metropolitan Transport Association (Metropolitalny Związek Komunikacyjny Zatoki Gdańskiej) (Rail and municipal metropolitan ticket across all the public transport organisers) as per the terms and conditions set out in Resolution 20/2007 of the Assembly of the Bay of Gdańsk Metropolitan Transport Association, as amended, available in its current version at www.mzkmg.org. The terms and conditions may change on the terms set out in these documents.
12. **Scanner** – validation equipment to check whether a Tourist Card has an active Package, to authorise entry to a Facility, getting a discount or making use of another service.
13. **Authorised Point of Sale** – A Tourist Information Point managed by the Organiser. For a list of Authorised Points of Sale visit www.kartaturysty.pomorskie.travel
14. **Partner Point of Sale** – another Tourist Card or Package point of sale. The Partner Points of Sale are listed at www.kartaturysty.pomorskie.travel

II. GENERAL INFORMATION

1. The Tourist Card comprises a range of discounts, concessions or services provided by the

Partners under the Packages described in detail in the Guide Book and valid over the time period specified in the Guide Book.

2. The discounts offered under the specific Packages are available from the time the Package is introduced to the Tourist Card. The Package is an electronic ticket that is a top-up of the Tourist Card:

a. it is accepted at the Facilities or Partners specified in the Guide Book on the terms and conditions specified in the Guide Book. Information on the services offered in a Package is available in the Guide Book;

b. you can use a discount, concession or another service under a Package only after the validity of the Tourist Card and the Package is verified by the Scanner available at a Facility. The Card User is obliged to provide the Tourist Card to the Partner for verification. In case of doubt as to the Card User's identity, the Card User is obliged to confirm it with the requisite documents. In the event of the failure to produce a Tourist Card or finding it to be invalid or finding that it or a Package is invalid, or failure to confirm the identity of the holder if the holder of the Tourist Card is not its owner, the Partner may refuse the discount, concession or another service.

3. The Komunikacja (Transport) Package is an electronic ticket that is a top-up of the Tourist Card:

a. it is valid for the duration of the Time Option;

b. entitles the holder to ride on buses, trolleybuses and trams operated by ZTM Gdańsk, ZKM Gdynia, MZK Wejherowo and SKM trains between Luzino and Cieplewo stations (without any distance or zone limitations) as per the terms and conditions set out in Resolution 20/2007 of the Assembly of the Bay of Gdańsk Metropolitan Transport Association, as amended, available in its current version at www.mzkm.org;

c. entitles users to an unlimited number of transfers on all the services operated by ZTM Gdańsk, ZKM Gdynia, MZK Wejherowo and the trains operated by Szybka Kolej Miejska (SKM) and Przewozy Regionalne (PR) on the sections between Babi Dół, Cieplewo, Luzino and Reda Rekowo stations as per the terms and conditions set out in Resolution 20/2007 of the Assembly of the Bay of Gdańsk Metropolitan Transport Association, as amended, available in its current version at www.mzkm.org.

4. The Organiser may at any time change the offer under the Packages by adding any Facilities, entitlements to discounts or other types of concessions or services. Any change in the offer referred to in the previous sentence will apply once uploaded to

www.kartaturysty.pomorskie.travel

5. The Organiser may at any time change the offer under the Packages by deleting any Facilities, entitlements to discounts or other types of concessions or services. Any change in the offer under a Package which entails the deletion of specific Facilities, entitlements to discounts or other types of concessions or services will not apply to Packages that have been purchased and activated. The Organiser will notify such a change via

www.kartaturysty.pomorskie.travel

6. The expiration date of the Time Option may not be changed after a Package has been activated.

7. The Tourist Card may be topped up with Packages multiple times.

8. The full list of Partners is available at the Organiser's website:

www.kartaturysty.pomorskie.travel

9. The Tourist Card is not a payment card.

10. The Tourist Card is personalised. The owner's signature is required for it to be valid.

11. The current version of the Terms and Conditions is available at the Organiser's website: www.kartaturysty.pomorskie.travel

III. PRICING

1. The selling prices of the Tourist Card and each Package are determined by the Organiser.
2. Persons entitled to concessions may purchase any Package with the relevant concession.
3. In the case of the Packages, the concession entitlement applies to:
 - a. war veterans, based on a war veteran's ID card;
 - b. people with hearing disabilities (the deaf), based on a Polish Association of the Deaf membership card;
 - c. retirees, pensioners and widows/widowers of retirees and pensioners who are beneficiaries of the pension benefits after their spouse's death, based on a retiree or pensioner ID card (an ID card issued by ZUS or another social security institution in the Republic of Poland) together with an ID document;
 - d. children from 4 to 7 years of age;
 - e. students of primary, middle, secondary, post-secondary, and upper-secondary schools until 31 December of the year they turn 24, based on their school ID card;
 - f. college students, based on their student ID card;
 - g. foreign college students up to 26 years of age, based on a EURO<26 European Student Youth Card or ISIC card issued outside the borders of the Republic of Poland;
 - h. doctoral students, based on a doctoral student ID card or a doctoral studies student ID card.
4. In the case of the Komunikacja (Transport) Package, the rights to concessions on public transport are regulated by Resolution 20/2007 of the Assembly of the Bay of Gdańsk Metropolitan Transport Association. Information available at: www.mzkzg.org
5. Concessions are applicable to persons holding a valid document confirming the entitlement. A person who uses a Tourist Card with a concession Package should produce a valid document to confirm their entitlement to a concession upon the request of a Partner or ticket inspector on public transportation or at the Facilities.

IV. DISTRIBUTION NETWORK

1. The Tourist Card and Packages are sold at the Authorised Points of Sale and the Partner Points of Sale listed at www.kartaturysty.pomorskie.travel
2. The Komunikacja (Transport) Package is sold only at Authorised Points of Sale.
3. The Card User may return a Package for any reason within 4 hours of its purchase. In such a case the Organiser will immediately return the amount paid by the Card User. The intent to return a Package should be reported to the Organiser at an Authorised Point of Sale, please note that a Package purchased at a Partner Point of Sale may be returned only at the same Partner Point of Sale.
4. The return of a Package, as in IV.3 above, cannot take place after the Package has been used.
5. The Komunikacja (Transport) Package is non-refundable.

V. USING AN ACTIVATED CARD

1. To use the discounts in the Packages, an activated card needs to be produced and verified first. This cannot be done after a proof of purchase, a receipt or bill, has been issued.
2. A single active Card authorises a single free entry or a single discount. In the case of restaurants, the Card User's discount applies to the User's personal account.

VI. COMPLAINTS

1. If a Tourist Card or Package malfunctions, the User should immediately contact the

Authorised or Partner Point of Sale where they purchased it.

2. If a Tourist Card or Package purchased at the internet store at www.kartaturysty.pomorskie.travel malfunctions, the User should immediately contact one of the following points of sale:

a. Pomorskie Centrum Informacji Turystycznej

ul. Wały Jagiellońskie 2a, 80-887 Gdańsk, Poland

tel.: +48 58 732-70-41

e-mail: info@pomorskie.travel

OPENING HOURS:

June - September: 09:00-18:00 / 7 days a week

October - April: 09:00-16:00 / 7 days a week

3. When filing the complaint, the Card User is obliged to:

- a. file the complaint in writing;
- b. provide the necessary details: Tourist Card number, Tourist Card or Package expiration date and time and the Card User's contact information;
- c. describe in detail the malfunction of the Tourist Card or Package which the complaint refers to;
- d. produce the Tourist Card;
- e. produce the proof of purchase;
- f. indicate the form in which the information how the complaint will be processed is to be provided.

4. A complaint may be filed in Polish, English or German.

5. The complaint will be dealt with within 3 days of its filing, unless this turns out to be impossible due to special circumstances. In such a case, the complaint will be considered within 7 working days. The Card User will be informed about how the complaint will be dealt with in one of the written forms (as chosen by the person filing the complaint) delivered via registered mail or e-mail.

6. Complaints due to reasons beyond the control of the Operator or Partners will not be considered.

VI. LOST CARDS

1. The Card User should immediately report a lost card to the Organiser at an Authorised Point of Sale.

2. If a lost Tourist Card is reported to the Organiser, the Organiser should cancel the Card immediately. The Tourist Card cannot be used again after it has been cancelled.

3. If a lost Tourist Card is reported by a Card User, the Organiser may assign a new Tourist Card number to the Card User at an Authorised Point of Sale after a handling charge of PLN25 is paid. In order for a new Tourist Card number to be assigned, the Card User should present the purchase receipt for the Tourist Card or the Package to the Organiser and the Card User's data provided in the form filled in during the purchase.

VII. ENTRY INTO FORCE OF THE TERMS AND CONDITIONS

1. These Terms and Conditions will enter into force on 1 June 2021.

VIII. CHANGES TO THE TERMS AND CONDITIONS

1. These Terms and Conditions may be subject to change. Any change will be made public by being posted at www.kartaturysty.pomorskie.travel with the date of its entry into force. Any change to the Terms and Conditions will not apply to any Cards and/or Packages purchased by the Card User prior to the date when the change to the Terms and Conditions entered into force.