

CAR PARK RULES

I. ORGANIZATION OF THE CAR PARK ON -4 LEVEL OF ZŁOTE TARASY SHOPPING CENTER (“CAR PARK”)

1. The public Car Park is functioning on the basis of a lease of a parking place. Drivers of vehicles enter the Car Park based on the valid parking card.
2. The Car Park is supervised; vehicles with a valid parking card are the object of monitoring provided by the personnel of a security agency against burglary or damage to vehicle’s equipment during parking within the Car Park.
3. The owner of the Car Park is Gold Project Sp. z o.o. with its registered seat in Warsaw (address: 18 Twarda Street, 00-105 Warsaw), registered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number 0000728002, NIP (tax identification number): 701 081 80 07, REGON (number for statistical purposes): 369977849 (“**the Owner**”).
4. The Car Park is managed on behalf of its Owner by Interparking Polska Sp. z o.o. with its registered seat in Warsaw at 4/2 Św. Barbary Street, 00-686 Warsaw, registered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register, under KRS number 0000138105, NIP (tax identification number): 5222420314, share capital PLN 20.200.000, telephone No +48 22 629 59 44.

II. CONDITIONS FOR THE LEASE OF A PARKING PLACE AND THE OBJECT OF THE AGREEMENT

1. Parking card entitles to use the leased parking place, depending on the kind of subscription, which was bought. The person using the leased parking place is hereinafter referred to as the “**User**”. The User, within the meaning of these Car Park Rules, is also the person who has concluded a parking space lease agreement with the Owner. The person who concluded the parking space lease agreement is responsible for the actions and omissions of the person actually using the parking space as for their own actions or omissions.
2. Holder of a parking card, who exceeds the time limit of parking to which he/she is entitled pursuant to the parking card, is obliged to make an additional payment in accordance with the price list approved by Interparking Polska Sp. z o.o.
3. Subscription parking users will be assigned to parking cards which allow access to the Car Park and the subscription parking areas. Parking cards allow access to only one vehicle at a time. Parking cards should not be left in vehicles while parked. No entry to the subscription parking area will be permitted without a parking card. Forgotten or lost cards will require the use of a daily parking ticket and payment of the daily rate. No refunds or deductions from monthly charges will be available for such daily fees.

III. TYPES OF CARDS

“Dedicated” parking card entitles to use the Reserved Parking Space, located in the restricted area on level B04, every day, in the 24-hour system.

IV. THE PRICE AND THE PERIOD OF PARKING

1. The parking fee is charged according to the signed lease agreement (parking place lease agreement).
2. Interparking Polska Sp. z o.o. and the Owner acknowledge a person holding the parking card as authorized to use and drive the vehicle out of the Car Park.
3. Lost parking card should be reported immediately at the Parking Office on level B01. There will be nonrefundable fee of 150 PLN for the lost card.

V. LIABILITY

1. The liability of the parties is governed by the relevant provisions of the civil code with the reservation of the provisions of this Section V.
2. Both the Owner and the administrator of the Car Park Interparking Polska Sp. z o.o. are not liable for damages in regard to theft, burglary, loss or destruction of a vehicle or belongings left in the vehicle.
3. Person holding a parking card is acknowledged by the Owner and Interparking Polska Sp. z o.o. as authorized to drive into the Car Park, drive the vehicle within the Car Park and drive out from the Car Park. The Owner or Interparking Polska Sp. z o.o. may request to be presented with documents which authorize to drive the vehicle.
4. The User is liable for all damages caused within the Car Park, including to other Users and third persons.
5. The User is obliged to inform without any delay the Car Park reception personnel about any damages caused and/or sustained within the Car Park and to file a relevant "statement" in two written counterparts prior to leaving the Car Park.
6. The fee for parking card which is lost, destroyed or not returned after expiry of the agreement is 150 PLN. The User is obliged to inform Interparking Polska Sp. z o.o. in writing about the loss of the parking card. A new parking card shall be issued after the payment of the fee by the User.
7. The User is obliged to secure the vehicle against unauthorized entry and to turn on all installed security systems.
8. The User is obliged not to leave in the vehicle the parking cards or things, which are not standard vehicle equipment.
9. Everyone, who does not comply with the Car Park Rules is obliged to pay a penalty fee in amount of PLN 500; the vehicle shall be blocked until the fee payment. Vehicles posing a hazard may be towed away at the risk and cost of the User.

VI. CONDITIONS FOR USE OF THE CAR PARK

1. Vehicles may be parked only on the designated parking places. Parking on the lines marking the parking places is prohibited. In case when the User does not comply with this obligation, the Owner or Interparking Polska Sp. z o.o. shall be entitled to tow out the vehicle at the risk and cost of the User or to collect an additional fee for blocking two parking places.
2. The parking places designated for the disabled persons may be occupied only by the authorized vehicles. Parking places marked as "Booked" are designated only for authorized vehicles.
3. Parking on the entrances and exits, driving lanes, crossings, pedestrian crossings, places marked as: "DO NOT PARK" or other unmarked places is prohibited.

4. The User is obliged to observe the road signs and remaining rules connected with the use of the Car Park and to comply with instructions of employees of Interparking Polska Sp. z o.o. or the Owner.
5. The Car Park or its part may be temporarily closed for the time of existing threat or danger, in particular in case of a direct fire risk or risk of a terrorist attack, or in case if an information about such a threat appears. User shall not be entitled to any claims against Interparking Polska Sp. z o.o. or the Owner connected with occurrence of the above described situation.
6. The vehicle should be locked and its contents secured. Belongings of the User left in the vehicle should be out of sight.
7. Interparking Polska Sp. z o.o. or the Owner are authorized to remove the vehicle at the risk and cost of the User in case the vehicle causes a sudden and/or justified emergency, as well as in case of exceeding the maximum parking time.
8. In case of noncompliance with the requirements described in point 4 above, the User shall be burdened with the obligation to compensate for caused damages.

VII. SAFETY PROVISIONS

1. The traffic within the Car Park is regulated by the provisions of the road traffic code.
2. All road and information signs and speed limits are to be strictly observed.
3. Entry of delivery vehicles and cars over 210 cm high is prohibited.
4. The speed limit within the Car Park is 20 Km/h.
5. The following is prohibited within the Car Park:
 - a. smoking and using of open fire and drinking alcohol;
 - b. storage of fuel, inflammable materials and empty fuel containers;
 - c. fueling of vehicles;
 - d. leaving the vehicles with engine working;
 - e. parking vehicles with leaky systems;
 - f. presence of unauthorized persons;
 - g. exceeding the time necessary to park and take the vehicle out from the Car Park;
 - h. riding bikes, skateboards, scooters, and other similar devices;
 - i. leaving and charging one-wheel electric vehicles, such as electric scooters, etc.
6. Washing, repairing, car hovering, replacing cooling water, fuel or oil is prohibited on the parking places and on the internal roads. It is prohibited to contaminate the Car Park.

VIII. INVOICES

VAT invoices for the lease of the parking places are issued by the Owner. VAT invoices for issuing additional parking cards should be request from Interparking Polska Sp. z o.o.

IX. PERSONAL DATA PROCESSING

1. The controller of personal data of Users is the owner of the Car Park – Złote Tarasy Gold Project Sp. z o.o. with its registered seat in Warsaw, 18 Twarda Street, 00-106 Warsaw („**Controller**”).
2. The Controller processes personal data of Users for the following purposes:
 - a. conclusion and performance of a lease agreement of a parking place,
 - b. pursuing claims in case of caused damages or lack of payment of a fee for parking,

- c. responding to any communication, including questions, complaints, requests or contact for other purposes ("**Communication**"),
 - d. analysis of the matter covered by the Communication,
 - e. correspondence regarding the above purposes,
 - f. video monitoring of the Car Park for the purposes of property protection and increasing security,
 - g. statistical.
3. The legal bases for processing of personal data of Users are: in the case indicated in Section 2 a), b), c), d) e) above – performance of an agreement, the party of which is the User or compliance with legal obligations of the Controller, in cases indicated in Section 2 f) and g) above – performance of legitimate interests of the Controller.
 4. Provision of personal data necessary for conclusion of the lease agreement of a parking place is voluntary, but necessary for the use of the Car Park.
 5. Data regarding Users acquired by the Controller for statistical purposes are gathered by a system of automatic recognition of number plates.
 6. The Controller may make available personal data of Users to providers of technical or organizational services and legal and consulting services, used by the Controller in connection with managing of the Car Park, i.e. in particular to the Manager of the Car Park (i.e. Interparking Polska Sp. z o.o.), manager of the Shopping Centre Złote Tarasy, security company, law and tax offices, courier and postal companies. Personal data may also be made available to public authorities, including Police and other inspections and security guards.
 7. Personal data of Users are not transferred to third countries (outside of the European Economic Zone).
 8. Processing of personal data of Users does include automated decision-making and profiling.
 9. Data regarding Users of the Car Park are stored for 90 days. In case of Users of the Car Park within the subscription, personal data are processed by the term of the subscription agreement and for 5 years after its expiry. In case of proceedings connected with violations of law made by Users, data may be stored longer – for the time such proceedings last and until the lapse of limitation periods of claims.
 10. Users have the right to request access to their personal data, to rectify them, erase them, or to restrict their processing. Moreover, Users may make an objection against processing of personal data or request their transfer.
 11. The rights referred to in point 10 above, Users may perform by contacting the Controller at the address indicated above or by e-mail at rodo@globalworth.pl.
 12. The basis for the processing of your personal data, depending on the situation, is Article 6 sec. 1 letter b), c) or f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27/04/2016 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.
 13. If you find that there has been a breach of the provisions on the protection of personal data, you have the right to lodge a complaint with the supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged breach.

X. COMPLAINTS, MOTIONS AND ADDITIONAL INFORMATION FOR CONSUMERS

1. Special procedures for filing potential claims by consumers are not envisaged.
2. Any complaints, motions, as well as claims arising from non-performance or improper performance of the agreement by by the owner of the Car Park should be submitted in writing to the Manager of the Car Park, in accordance with the requirements and deadlines set by the appropriate legal provisions, especially of the Civil Code.