

**TERMS AND CONDITIONS FOR
MAZOVIA PREMIUM LOUNGE
AT WARSAW/MODLIN AIRPORT**

“Terms and Conditions”
effective from ~~26~~ June 2024

1. Mazovia Premium Lounge (hereinafter referred to as “Lounge”) is dedicated exclusively to Passengers departing from Warsaw/Modlin Airport, holding a valid boarding pass (for a flight on the same day) in digital or paper form.
2. The Lounge can be used by a person who has paid a one-time fee in accordance with the applicable price list, is a holder of a valid Priority Pass card / LoungeLey card or of other card issued by Mazowiecki Port Lotniczy Warszawa-Modlin Sp. z o.o. or its business partner or of a voucher issued by the Company.
3. Each Passenger is entitled to make a reservation of a seat in the Lounge. In order to make the reservation, a notice specifying exact date and planned time of entering the Lounge shall be sent to the Lounge via e-mail no later than 2 days before the flight.
4. One-time fee of 150 PLN (one hundred and fifty Polish zloty) per person older than 2 years of age is paid at the reception of the Lounge. The payment is made with either cash (only Polish zloty) or card. The Customer willing to receive an invoice should inform about it the staff before making the payment.
5. Each Customer of the Lounge is obliged to make a reservation of their stay there, presenting a valid boarding pass for a flight from Warsaw/Modlin Airport departing on the same day. The staff is entitled to verify the documents presented by the Customer in order to use the Lounge.
6. Upon paying the one-time fee the Customer is entitled to stay in the Lounge for a maximum of 2 hours. To prolong the period it is necessary that the Customer pays another one-time fee according to the price list.
7. In order to take proper care of high comfort for all Customers staying in the Lounge and to ensure observing all appropriate rules and regulations, the staff is entitled to refuse admission to the venue in case it is fully occupied. The total capacity of the Lounge is 20 seats.
8. In order to ensure safety and comfort to all Customers, the staff is entitled to refuse admission to the venue or ask to leave in case the Customer is excessively under the influence of alcohol or other intoxicants and behaves inappropriately. In the aforementioned situation the latter is not entitled to either full or partial reimbursement of the fee paid.
9. Customers staying in the Lounge are obliged to follow the instructions of the staff as far as order is concerned and to refrain from noisy behaviour.
10. Beverages and food served in the Lounge shall be consumed exclusively on site, takeaway is not available.
11. Complaints concerning the food and drinks served in the Lounge shall be made instantly, so that the staff is able to verify validity of the complaint.

12. Alcoholic beverages offered in the Lounge can be consumed exclusively by persons over 18 years of age.
13. Voice announcements concerning flights are not broadcast in the Lounge. Customers are advised to pay attention to the current status of their flight.
14. Customers travelling with children may visit the Lounge, yet they are obliged to observe the rules and regulations and to ensure doing the same by the minors.
15. Minors staying in the Lounge must be constantly accompanied by an adult.
16. Customers staying in the Lounge are solely responsible for any damage caused by either themselves or by the minors that they bring with them to the equipment of the Lounge or to other persons staying in the venue.
17. Customers are obliged to watch their belongings that they bring into the Lounge, e.g. luggage or outerwear. The items left in the Lounge shall be placed in the Lost & Found Office at Warsaw/Modlin Airport.
18. Smoking in the Lounge is strictly prohibited, which also refers to electronic cigarettes and vapes.
19. All persons staying in the Lounge should behave kindly towards other persons sharing the venue with them, including the staff. Aggression and any other kind of harmful behaviour violating the Terms and Conditions may result in being asked by the staff to leave the Lounge.
20. The Lounge is open daily between 08:00 and 20:00.
21. Any comments regarding the operation of the Lounge can be submitted in electronic form to reklamacje@modlinairport.pl or by filling the form available at the website www.modlinairport.pl, or on paper to: Mazowiecki Port Lotniczy Warszawa-Modlin Sp. z o.o., ul. Gen. Wiktora Thommee, 05-102 Nowy Dwór Mazowiecki, with the note "Dział Reklamacji".
22. The Lounge is monitored visually 24/7. The administrator of the personal data of the Passengers using the Lounge is Mazowiecki Port Lotniczy Warszawa-Modlin Sp. z o.o., ul. Gen. Wiktora Thommee, 05-102 Nowy Dwór Mazowiecki. An information clause compatible with GDPR is available at www.modlinairport.pl.
23. In case of danger or force majeure (an extraordinary external event impossible to prevent, such as fire, flood, bomb threat, acts of terror or other events that could not be prevented) use of the Lounge may be limited or rules of using it may be altered. Mazowiecki Port Lotniczy Warszawa-Modlin Sp. z o.o. shall not be liable for either temporary limitation of availability of the Lounge or change of rules of using the venue in any of the aforementioned circumstances.
24. The set of Terms and Conditions is available at www.modlinairport.pl.
25. The fact of staying in the Lounge is tantamount to acceptance of the set of Terms and Conditions.

DATA PRIVACY NOTICE – CUSTOMERS & BUSINESS PARTNERS OF MAZOVIA PREMIUM LOUNGE

As set out in Article 13(1 & 2) of Directive 2016/679/EU of the European Parliament and of the Council of 27 April 2016 regarding the protection of natural persons with regard to processing of personal data and the free flow of such data as well as in repeal of Directive 95/46/WE (General Data Protection Regulation), hereinafter “GDPR”, we hereby inform you that:

1. Data Administrator

The Administrator of your personal data is the company Mazowiecki Port Lotniczy Warszawa-Modlin Sp. z o.o. located in 1A gen. Wiktora Thommee Street, 05-102 Nowy Dwór Mazowiecki, hereinafter referred to as “Company”.

2. Data Protection Officer

The Administrator has appointed a Data Protection Officer, whom you may contact in case of any questions or concerns regarding the processing of your personal data and your rights under the provisions for the protection of personal data, e-mail: inspektor.odo@modlinairport.pl.

3. Purpose of data processing

A. If you are a party to this agreement, the purpose of data processing is:

- 1) conclusion, performance and clearing of the contract – based on Article 6 Paragraph 1 (b) of GDPR;
- 2) fulfilment of legal obligations imposed on the Company resulting from e.g. fiscal regulations – based on Article 6 Paragraph 1 (c) of GDPR;
- 3) exercising or defending claims, which constitutes a legitimate interest of the Company – based on Article 6 Paragraph 1 (f) of GDPR; providing personal data is necessary to conclude and perform the contract.

B. If you are an employee or a business partner of the company that is a party to a contract with the Company and you have been indicated either in the content of the contract or during its performance as the party's representative, contact person or person responsible for implementation of the tasks referred to in the contract, the purpose of the data processing is conclusion and performance of the contract as well as exercising and defending claims, which is the Company's legitimate interest – based on Article 6 Paragraph 1 (f) of GDPR.

The range of your personal data processed covers the following categories: name, surname, function, e-mail, phone number, if necessary also qualifications essential for performance of the contract. Your personal data has been obtained from your employer. Submission of the data is a requirement for concluding and performing the contract.

Data from other sources

Your personal data may be obtained from publicly available sources such as business registers CEIDG, KRS or REGON, in order to verify information provided by Customers. The scope of data processed will in this case be limited to data available to the public in relevant registers.

4. Recipients of data

Your personal data may be transferred to companies providing services in the fields of security control, access control and protection of persons and property in favour of the Company, IT companies supporting the Administrator, legal and consulting service providers, courier and postal service companies as well as to entities authorised by law such as the Police, the Border Guard, the Civil Aviation Authority etc.

5. Transfers of data to third country or international organization

Your personal data will not be transferred to a third country or an international organization unless required by the applicable law.

6. Data retention period

Your personal data shall be stored for the time necessary for achieving the aforementioned objectives, for the end of the warranty and guarantee period, for the period required by law in the case of financial data, for limitation period for claims or until effective objections are lodged in the scope where processing your personal data is the Company's legitimate interest.

7. Rights of data subjects

You have the right to access, correct, delete or move your personal data as well as the right to restrict or object to the processing of your personal data. You also have the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that processing of your personal data infringes the GDPR regulations.

8. Information regarding automated decision making

Your personal data shall not be subject to automated processing, including profiling.