



Regulations

Definitions:

In these Programme Regulations the following capitalized terms have the following meanings:

1. **Database** – an electronic set of personal data provided in the Form by the Participants taking part in the Programme, which are processed in accordance with 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 (General Data Protection Regulation) (OJ L 119, p. 1), hereinafter GDPR.
2. **Form** - a Programme registration form made available by Programme Organizer which, after being filled out and signed by an interested person in accordance with the rules specified in these Programme Regulations, constitutes that person's application for admission to the Programme as Participant. The term Form also means a form available on Programme website (krakowairport.pl);
3. **Information about Participant's Account** - information pertaining to a Participant, in particular information about his/her purchases, discounts and rebates received, special offers prepared for the Participant, as well as information about other events potentially of interest to him/her. That information is available to Participant after logging in on krakowairport.pl with e-mail address provided in the Form and a password received by the Participant;
4. **Card** - a card of the Programme issued to a Participant by the Organizer pursuant to these Programme Regulations, bearing an individual number, intended to be used by the Participant to avail of offers and benefits designed for Participants. The Card is not issued to an individual name of a person;
5. **Catalogue of Benefits** - a set of so collectively called discounts, offers, promotions, rebates and other benefits and privileges to which Participants are entitled, described under Article 5 hereof;
6. **Catalogue of Rewards** – a set of rewards available within Programme defining the ordering rewards to which Participants are entitled, described under Article 6 hereof;
7. **Participant's Account** - an account created upon Participant's registration in the Programme in accordance with Programme Regulations. Participant's Account has one Card assigned to it;
8. **Benefit** - any type of benefit awarded to a Participant by the Organizer or member entities of Organizer's Partner Network, i.e. all types of discounts and rebates for goods or services, as well as goods or services awarded free of charge, as prizes;
9. **Kraków Airport** - the airport managed by Programme Organizer;
10. **Programme Organizer** - a company under the name Międzynarodowy Port Lotniczy im. Jana Pawła II Kraków - Balice Sp. z o.o. with head office in Balice, 32-083, ul. Kpt. M. Medweckiego 1, entered in the register of entrepreneurs under the number KRS 0000008522 (company file at the District Court for Kraków-Śródmieście, XII Commercial Division of the National Court Register), having tax payer's ID number (NIP): 676-13-36-952, and having share capital in the amount of PLN 101,232,000;
11. **Partner** - an entity with which Programme Organizer has signed an agreement authorizing that entity to award Benefits to Participants, and which is listed on Programme website (krakowairport.pl);
12. **Partner Travel Agency** - a travel agency, tourist agency or tour operator selling package travels, with which Programme Organizer has signed an agreement authorizing such entity to issue Cards and award Benefits to Participants, and which is listed on Programme website (krakowairport.pl);
13. **Programme** - loyalty programme Kraków Airport Loyalty prepared and run by the Organizer, directed to all passengers of the airport. The Programme has two levels:
 - Kraków Airport Loyalty - can be obtained by every passenger who departs from Kraków Airport and registers for the Programme.
 - Kraków Airport Loyalty Prestige (Prestige) – is obtained by a passenger who has departed from KRK at least 12 times from Kraków Airport, registered its flights in Kraków Airport Loyalty reader located in the departure hall and ordered a Kraków Airport Loyalty Prestige (KAL P) reward on Participant's Account.

14. **Points** are units (points) credited to a Participant's Account in connection with the purchase of goods or services by the Participant, or another activity as per the Regulations, which entitle the Participant to claim prizes. The number of Points required to become entitled to obtain specific prizes is specified in the Catalogue of Benefits.
15. **Programme Regulations** - these Programme regulations defining the rights and obligations of a Participant, and specifically Benefits arising from being a participant of the Programme;
16. **Organizer's Partner Network** - all Partners and Partner Travel Agencies;
17. **Participant** - a person participating in the Programme on terms specified herein;
18. **Package Travel** - no less than two tourist services covered by a common agenda and price and lasting longer than 24 hrs.

1. PRELIMINARY PROVISIONS

- 1.1. These Regulations define the terms of participation in the Programme and its provisions apply only to Programme Participants.
- 1.2. A Participant can only be a natural person above 18 years of age, having the full ability to perform acts of law, who has purchased a ticket for a regular or charter flight or a Package Travel departing from Kraków Airport.
- 1.3. Participants, depending on their activity in the Programme, will be entitled to specific Benefits offered in the Programme.
- 1.4. A Participant can have only one active Participant's Account at a given time, with only one Card assigned to it.
- 1.5. The Card can be used by the Programme Participant only.

2. JOINING THE PROGRAMME

- 2.1. A Form must be filled out legibly, completely and truthfully as a condition of joining the Programme.
- 2.2. A Form may be filled out: a) after purchasing a ticket for a regular or charter flight departing from Kraków Airport, on krakowairport.pl; the form will be sent to Programme Organizer via the website; b) after purchasing a Package Travel departing from Kraków Airport, on krakowairport.pl; the form will be sent to Programme Organizer via the website; c) upon purchasing a Package Travel departing from Kraków Airport, at a Partner Travel Agency. A Form filled out by the staff of a Partner Travel Agency must be signed by the Participant; d) upon purchasing a ticket for a regular or charter flight departing from Kraków Airport at a Partner Travel Agency; a Form filled out by the staff of a Partner Travel Agency must be signed by the Participant; e) at Kraków Airport's information desk located in the passenger terminal (level 0). A Participant must have valid travel documents on him/her. A filled out Form must be signed by the Participant;
- 2.3. Filling out and submitting a Form by a Participant means that he/she has reviewed Programme Regulations and accepts provisions thereof.
- 2.4. A Participant will receive a confirmation of his/her registration, along with instructions on how to activate Participant's Account to the e-mail address indicated in the Form.
- 2.5. E-mail address and password provided in the Form authorize the Participant to log in to Participant's Account on Programme Organizer's website. After logging in on the website a Participant can check the status of his/her account, which includes reviewing transaction history, looking through a valid Catalogue of Benefits and checking the number of Points collected.
- 2.6. Correctly filled out and signed Forms containing personal data required for the performance of the provisions hereof by Programme Organizer will be entered into an IT system and stored in the Database.

3 REJECTION OF REGISTRATION FORM

- 3.1. Programme Organizer has the right to reject a Form within two (2) weeks from the date of its submission, if the Form fails to meet the requirements of Programme Regulations, is incomplete, not fully filled out, incorrectly filled out or does not bear a signature.
- 3.2. Rejection of a Form pursuant to Paragraph 3.1 above does not create an obligation on the part of the Organizer to notify the person who submitted that Form about its rejection, or about reasons for such rejection, if such notification is not objectively practicable.
- 3.3. Data provided in the Form permitting, the Organizer shall notify the person whose Programme Form has been rejected whether it is possible to submit a new, correctly filled out Form or make any necessary amendments or corrections to a previously submitted Form.
- 3.4. In case of rejection of a Form personal data will not be entered into the Database.

4 PARTICIPANT'S CARD

- 4.1. On accepting the terms hereof and joining the Programme the Participant shall receive a Card from the Organizer for his/her use. A Participant may have one active Card.
- 4.2. A Participant receives the Card at the outlet in which he/she had registered, i.e. at a Partner Travel Agency or at Krakow Airport information desk. In the case of self-registration via Programme website (krakowairport.pl), the Participant shall receive the Card by post, to the address indicated in the Form.
- 4.3. The Card remains the property of the Organizer.
- 4.4. The Card is not a payment card, debit card or credit card. The Card may not be disposed of.
- 4.5. The Card can be used to avail of Benefits, within the meaning of these Regulations.
- 4.6. A Participant is required to notify the Organizer in case he/she loses a Card. In such case the Participant must notify the Organizer immediately.
- 4.7. The Participant can fulfill the requirement of notification arising out of Article 4.6 above by sending a message via contact form on website loyalty.krakowairport.pl or sending an e-mail to the address program@krakowairport.pl.

5 CATALOGUE OF BENEFITS

- 5.1. **DISCOUNTS** - Participants are entitled to receive DISCOUNTS for selected goods and services offered within Organizer's Partner Network, on terms specified in the Catalogue of Benefits.
 - 5.1.1. Discounts at Kraków Airport Loyalty are limited and valid for one (1) month from the date of departure. After that time, unused discounts expire. To reactivate discounts it is necessary to register a new flight in Participant's Account, airport information point in the terminal, or Partner Travel Agency.

5.1.2. Discounts at Kraków Airport Loyalty Prestige are unlimited.

5.2. POINTS - The Organizer can award Points to a Participant as part of promotional and bonus schemes offered by the Organizer or member entities of Organizer's Partner Network, on terms specified in Organizer's informational materials relating to such schemes and in the Catalogue of Benefits.

5.2.1. Points will be awarded to Participant's Account according to information included on Organizer's website.

5.2.2. Points will be awarded on condition that a Card is presented for recording of Points on terms specified on krakowairport.pl website, including by Participant swiping his/her Card and boarding pass through a reader available in departure halls behind security check (gates), or by Participant handing in his/her Card to a staff member of a sales outlet of the Organizer or a member entity of Organizer's Partner Network.

5.2.3. Points cannot be exchanged for cash.

5.2.4. Points collected by Participants on an Account are valid for a period of 36 months, counting from the date on which they were awarded to the Account. After expiration of that period the collected Points which have not been used shall become invalid and shall be taken away from Participant's Account.

5.2.5. In case of not registering a flight in the Kraków Airport Loyalty reader, a Participant has the right to ask the Organizer to add the points for a flight. In order to be credit with Points, a Participant shall send a boarding pass at program@krakowairport.pl no later than 14 days after departure date. The registering the points may take up to 21 days from the date of sending boarding pass to the Organizer.

5.2.6. A Participant has the right to make a complaint if he/she has not been credited with Points. Complaints can be made in writing by post to the address of the Organizer or by sending an email to program@krakowairport.pl. To speed up the procedure the Organizer requests that copies of applicable documents should be enclosed with the complaint. Each complaint shall be considered by the Organizer on a case-by-case basis.

5.3. The Organizer may, at any time, update the Catalogue of Benefits by adding new and removing previous promotional offers, changing the discount rates awarded and the types of promotions so as to enhance the attractiveness of the Programme.

5.4. Information about Benefits will be available on Programme website (krakowairport.pl) or in informational materials sent out to the Participant.

5.5. Benefits offered by the Programme can be availed of only if a Card is presented before a transaction is closed.

6. CATALOGUE OF REWARDS

6.1. A list of rewards within a Programme is available on krakowairport.pl/loyalty website in the Catalogue of Rewards section.

6.2. Points can be exchanged for prizes after a Participant collects the right number of Points required to receive a selected prize, in accordance with the terms specified in the Catalogue of Rewards.

6.3. A Participant shall order reward on Participant's Account.

6.4. Prizes will be available only until stocks run out.

6.5. Before awarding a prize the Organizer may require the Participant to confirm his/her identity.

6.6. Upon placing an order for a prize the number of Points corresponding to the prize ordered, as indicated in the Catalogue of Rewards or other materials published by the Organizer, will be taken away from Account balance, Points awarded earliest being taken away first.

6.7. Prizes shall be sent to the address indicated in the Form.

6.8. Points cannot be exchanged for cash, returned for points, and exchanged for other rewards.

6.9. The Organizer is not responsible for a Participant inability to collect reward due to reasons attributable to a Participant.

6.10. Participants receive rewards with money prize of payable income tax, paid by the Programme Organizer.

7. PRINCIPLES OF CONFIDENTIALITY AND PROTECTION OF PARTICIPANTS' PERSONAL DATA

7.1. The Programme Organizer, striving to protect the privacy of each Participant, has taken all necessary measures to ensure that the data processing is carried out in accordance with the relevant legal regulations, in particular pursuant to the principles set out in the **GDPR**.

7.2. Providing data to the Programme Organizer by the Participant is voluntary, however, it is a prerequisite for participation in the Programme. Refusal to give consent to the processing of personal data will make participation in the Programme impossible.

7.3. Participants' personal data will be processed in accordance with the GDPR for the purposes of participation in the Programme, including statistical and information purposes, to the following extent: given name and surname, e-mail address, country, address of residence, date of birth, sex, phone number, reservation number, in accordance with Programme Organizer legitimate interest (Article 6(1) of the GDPR).

7.4. The Participant may give his/her consent to receiving commercial information from the Organizer by means of electronic communication. Giving the consent is not a prerequisite for joining the Programme, however, if the consent is not given, the Participant is not able to receive any information about goods offered by the Organizer and Partners, notifications of offers, information about events and other information regarding promotional campaigns by these means of communication.

7.5. The consent referred to in Article 7.4 above shall be given by checking the appropriate option on the Registration Form and signing it, or by checking the appropriate check-box in the electronic form available on the Programme website (krakowairport.pl)

7.6. The Participant is obliged to immediately notify the Organizer about any change to his/her personal data. The above change can be made by the Participant via the contact form available on the Participant's Account.

7.7. If the Participant fails to notify the Organizer about any change to his/her data, the Organizer shall not be responsible for any delays or omissions resulting from Participant's failure to update the data.

7.8. Each Participant has the right:

a) of access to his/her data and the right to obtain a copy of them;

b) of rectification (correction) of his/her data;

c) to erasure the data, restriction of processing of data;

d) to object to processing of data;

e) to data portability;

f) the right to lodge a complaint with a supervisory authority dealing with the protection of personal data.

7.9. In the matters concerning the protection of the Participant's personal data and implementation of his/her rights associated with it, the Participant may contact the Data Protection Officer via e-mail to the following e-mail address: iod@krakowairport.pl; by phone at: 12 639 37 28, or by sending a letter to the address of the Programme Organizer's registered office.

7.10. Any consent may be withdrawn at any time, provided that the withdrawal of the consent does not affect the lawfulness of processing that was carried out on the basis of the consent prior to its withdrawal.

7.11. A consent may be withdrawn by checking the box in the form available on Participant's account or by sending a message to the e-mail address: iod@krakowairport.pl.

7.12. The Participant's data may be disclosed to Programme Partners for the purpose of running the Programme. The list of Partners is available on the website krakowairport.pl/loyalty.

7.13. Participants' data may be disclosed to the competent authorities or third parties who request such information only within the limits of applicable law, as well as for the purpose of the establishment, exercise or defence of legal claims.

7.14. Participants' data may be disclosed to OPTIserv Kraków Jarosław Pogwizd, with its registered office in Nowy Sącz, 33-300 Nowy Sącz ul. Królowej Jadwigi 31, NIP No. (Tax ID No.): 7341189166, REGON No. (Statistical ID No.): 492889311, for the purpose of providing software to Kraków Airport Loyalty.

8. PROGRAMME TERMINATION AND LOSS OF PARTICIPANT STATUS

8.1. A person may lose the status of the Participant if he/she fails to observe these Programme Regulations or provides false data in the Form.

8.2. The Participant may, at any time, resign from participation in the Programme without incurring any costs related thereto. A declaration of resignation from participation in the Programme may be made by sending an e-mail to the address program@krakowairport.pl.

8.3. Upon receiving the Participant's declaration referred to in Article 8.2 above, the Organizer shall cease to process the personal data of the Participant for the purposes of the Programme execution. The processing period may be extended if processing is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure, as well as at the request of competent public authorities, and after that period, only if and to the extent to which it is required by the provisions of law.

8.4. The Organizer reserves the right to suspend or terminate the Programme at any time, for important reasons, upon prior notice of at least 30 days before the planned suspension or termination of the Programme.

8.5. In the event of suspension or termination of the Programme as referred to in Article 8.4 above, the Organizer undertakes to publish information about such suspension or termination of the Programme on the Programme website (krakowairport.pl) and notify the Programme Participants by e-mail.

8.6. The Points collected by the Participant must be used within 60 days of publishing the information about suspension or termination of the Programme. Upon expiry of that period, the Points will be cancelled.

9 SCOPE OF PROGRAMME ORGANIZER'S RESPONSIBILITY

9.1. Programme Organizer holds no responsibility for any consequences of Participant providing untrue data in the Form. Participant holds full responsibility for providing any untrue information.

9.2. Programme Organizer holds no responsibility for failure to perform or inadequate performance of obligations arising from these Regulations if such failure to perform or inadequate performance was caused by Force Majeure events or was due to reasons objectively outside Organizer's control.

10 FINAL PROVISIONS

10.1. Programme Regulations can be amended by the Organizer at any time.

10.2. For amendments made pursuant to Article 10.1 hereof the Organizer will each time notify a Participant about amendments made to the Regulations by making the amended text of the Regulations available on Programme website (krakowairport.pl) and by e-mail.

10.3. These Regulations become effective as of 25.05.2018.

10.4. The Organizer reserves the right to amend the list of member entities of Organizer's Partner Network or the Catalogue of Benefits. An amendment to the list of member entities of Organizer's Partner Network or the Catalogue of Benefits becomes effective for a Participant if no declaration of resignation from participation in the Programme is made by the Participant within one month of the date on which such amendment to the list of member entities of Organizer's Partner Network or the Catalogue of Benefits was notified to the Participant.

10.5. A Participant can provide his/her comments or remarks about the Programme at any time by e-mail, on Programme website (krakowairport.pl), or by post by sending an inquiry/request/comment to Kraków Airport address provided on the website (krakowairport.pl) with a note "Kraków Airport Loyalty".

10.6 These Regulations are governed by the law of Poland.