

General regulations of the FlySky Amusement Park

(hereinafter called as the General Regulations)

The FlySky Amusement Park (hereinafter called as Park, FlySky, Facility or Organizer) is a facility connecting, in two separate zones, a modern form of sport and recreation in the form of dozens of various trampolines and a giant playground for the youngest guests. The General Regulations, together with separate regulations specified in point 3.2 below, are a comprehensive source of operational rules of the Park and tips for safe usage of all attractions available in FlySky.

In order to minimize the occurrence of any unpleasant consequences, it is absolutely necessary to follow the rules that are in force in the Park, particularly the rules concerning safe exercising, as well as all commands and instructions issued by the Park staff.

A common concern for your own safety is a guarantee of great fun.

1.1 GENERAL INFORMATION

The entity managing the Park is a co-partnership under SkyFly LLP L.C. company with registered office in Warsaw (post code: 02-765) at al. Wilanowska 69/2, entered in the Register of Entrepreneurs kept by the District Court in Warsaw, 13th Commercial Division of the National Court Register under no. KRS 0000675906, NIP: 521-377-92-92, REGON: 367171036.

1.2 The correspondence address and place of providing services by the Park is facility located at 86B Skrajna Street, in Kielce (postcode: 25-650), e-mail: biuro@fly-sky.pl.

1.3 The park consists of a recreational and leisure part. The recreational part is divided into two separate, independent zones - Trampolines Park and Playground area. In the lounge area of the object there is a cafeteria providing drinks and snacks.

1.4

The following terms used in the Regulation have been given the following meanings:

- a) User - a person using attractions and equipment located in the recreational part of the Park, as well as other people who are not Park employees, staying in the recreation area (in particular, supervisors of organized groups, legal guardians of minors, etc.),
- b) Client - a person who is not an employee of the Park, staying in the Park without the right to enter a recreational area,
- c) Ticket (ticket, carnet, invitation) - confirmation of purchase of entry to the recreation area in the form of a sensor or paper band,
- d) System - an online platform provided by the Organizer, by means of which services are provided, in particular, the ticket purchase process.

1.5

All Users and Customers staying in the Park are required to read the General Regulations. **The entrance to the Park is unambiguous with reading and accepting the General Regulations.**

I. An account registration/ ticket purchase

- 2.1** The condition for using the Park's attractions is to meet the following provisions:
- setting up a User account,
 - purchasing a ticket entitling to enter the recreational part of the Park,
 - meeting the conditions set out in separate regulations in point 3.2.
- 2.2** The account can be created on the www.fly-sky.pl website, at the reception desk or on specially adapted tablets in the Facility.
- 2.3** Minors can use the infrastructure available in the Park after meeting the conditions specified in separate regulations in point 3.2.
- 2.4** Ticket prices are available at the reception and on the www.fly-sky.pl website.
- 2.5** By purchasing a ticket, the user obtains the right to use the recreation part of the Park within the period specified in the ticket.
- 2.6** When placing an order via the website, the user is obliged to choose the date and time of entry, the type and number of tickets, the method of payment for tickets and read and accept the terms of the General Regulations and, depending on the type of tickets purchased, accept the terms of the separate regulations mentioned in point 3.2, which is a condition of order fulfillment.
- 2.7** After placing an order, the user receives a confirmation on the e-mail address provided during registration process, that the order has arrived in the System (order confirmation).
- 2.8** The price of the ticket is binding for the Organizer and the buyer at the moment of placing the order for the purchase of the ticket by the buyer.
- 2.9** The organizer reserves the right to change the ticket prices and types of tickets. The above-mentioned has no impact on the implementation of contracts and orders placed before the date of any changes.
- 2.10** One person may purchase any number of available tickets at a clip.
- 2.11** Basing on article 38 point 12 of the act on consumer rights of 30 May 2014, the buyer of an admission ticket is not entitled to withdraw from a distance contract, as this right is not granted to the consumer in relation to contracts for services related to leisure, entertainment or sports, if in the contract the day or period of service provision is marked.
- 2.12** If Organizer decides so, the user may postpone his entry not later than 24 hours before its date, regardless of the manner in which the service was purchased.
- 2.13** Complaints regarding electronic payments are processed by Payu. A complaint is sent by the User to the Organizer's correspondence address, which passes it to the Payu website. A complaint should contain the following information: name, date, number and amount of the transaction, as well as the reason for the complaint. Payu provides full complaint handling
- 2.14** In other cases, complaints are considered by the Organizer within 14 days from the date of receipt of the notification on the FlySky correspondence address or e-mail address: biuro@fly-sky.pl. Complaints may be submitted only on the form available at the reception or downloaded from the www.fly-sky.pl website (COMPLAINT FORM).
- 2.15** Settlements of credit card and e-transfer transactions are carried out via Pay.

II. Rules applicable in the park

- 3.1** *While staying in the Park, it is absolutely necessary to follow the instructions and advices provided by Park staff. People who do not follow these recommendations, as well as people violating the provisions of the General Regulations or disturbing the order, may be asked to leave the Park without any refund of costs incurred and any compensation in this respect.*
- 3.2** *The usage of FlySky Amusement Park infrastructure involves separate regulations, with which the user is obliged to become acquainted before using the park's attractions. Depending on the type of purchased ticket, separate regulations may apply:*
- *regulations regarding the use of the Trampoline Park,*
 - *regulations regarding the use of Playground,*
 - *Rules of events organization.*
- 3.3** *There is an absolute prohibition of smoking, drinking alcohol and taking any intoxicating substances in the Park, as well as bringing alcohol to the Park. People who are under the influence of alcohol or other intoxicating substances or behave as if they were under the influence of such things will not be admitted to the Park or may be taken away without refund for the unused ticket.*
- 3.4** *The use of Park's infrastructure is related with the risk of injuries and body harm. The user uses the Park's infrastructure at his own risk. The organizer takes no responsibility for any harm that concerns user, in particular personal injuries and their effects, with the exception of damage incurred due to the Organizer's fault.*
- 3.5** *In particular, the Organizer shall not be liable for any damage caused as a result of using the Park's infrastructure not accordingly to the regulations, recommendations and staff instructions or in the case when it is solely park users' fault.*
- 3.6**
The organizer is not materially responsible for things lost or left in the Park, as well as in its surroundings
- 3.7** *People who have any medical issues to use the facility, as well as the people, whom the usage of attractions may bring any health harm and can endanger their lives, should not use the object*
- 3.8** *In the case of any injury or body harm, regardless of its nature, immediately contact the Park staff.*
- 3.9** *The area of the Park is monitored by industrial cameras. Image from cameras is registered to ensure the highest level of security in the Park.*
- 3.10** *Users, entering the Park, express their agreement, through the acceptance of the regulations, to register their image and to the free use and distribution of this image, registered during their stay in the Park, only for advertising and marketing purposes. The agreement is given for an indefinite period of time and without territorial restrictions.*
- 3.11** *Recording of short films and taking photos is only allowed for private use. The organizer does not agree to the commercial use of recordings and photos.*
- 3.12** *The organizer is not responsible for infringements of personal interests related to the publication of the image by third parties.*
- 3.13** *The Organizer reserves the possibility of booking the entire Facility and closing the Facility after posting such information on the Park's website or by placing information in a visible place in the Park's reception.*

- 3.14** *The organizer allows the reservation of individual parts of the object. All information is provided by the Organizer's staff. Information about the reservation will be posted on the Park's website.*
- 3.15** *It is forbidden to bring to the Park animals that can destroy or pollute its area, or the animals that may pose a threat, as well as animals without a muzzle and leash..*
- 3.16** *It is forbidden to litter and pollute the area of the Park, as well as to destroy the facilities and equipment of the Park.*
- 3.17** *Users are required to behave culturally towards each other and to be particularly careful during their stay in the recreation area.*

III. Additional Information

- 4.1** *In all matters not contained in the General Regulations, the Park staff should be contacted.*
- 4.2** *In matters not contained in General Regulations, the provisions of the Civil Code apply and with regard to consumers the provisions of the Act of May 30, 2014 on consumer rights.*
- 4.3** *The external car park is unguarded, free of charge for Users during their stay in the Park. Leaving the vehicle in the car park takes place at the sole risk and sole responsibility of the User. Using the car park is not tantamount to a storage agreement with the Park. Park is not responsible for any damage caused to vehicles left on the car park..*
- 4.4** *The organizer is not responsible for the User's failure to read the regulations.*
- 4.5** *In the event of a violation of the General Regulations and separate regulations, the Park's service may refuse to enter the Park to the person making such violations.*
- 4.6** *The organizer reserves the right to change the General Regulations. Its changes will be made available at the reception and on the Park's website.*
- 4.7** *The Organizer is not responsible for technical breaks, independent of the Organizer and resulting in the Park closure.*
- 4.8**
SkyFly LLP L.C. issues and sends electronic invoices, guaranteeing the authenticity of their origin and the integrity of their content. Electronic invoice, in accordance with the Act of March 11, 2004 about tax on goods and services, has exactly the same legal force, like her paper equivalent. Requests about the invoice should be submitted to the Organizer's correspondence address or e-mail: biuro@fly-sky.pl. The invoice will be sent no later than within 21 days from the date of service provision.
- 4.9** *The competent court to resolve any disputes arising out of a distance contract is the District Court in Kielce.*

REGULATIONS
OF THE USE OF TRAMPOLINE PARK

((hereinafter referred to as the Trampoline Regulations))

Starting the use of the recreational part of the Object - the Trampoline Park zone (hereinafter referred to as Trampolines) - is tantamount to reading the Trampoline Regulations, its understanding and full acceptance. The regulations being in force at the FlySky Amusement Park (hereinafter referred to as the Park, FlySky, Facility or Organizer) are available at the reception and on the website www.fly-sky.pl.

I. General Information

- 1.6** *Trampoline Regulations complements the general regulations of the FlySky Amusement Park.*
- 1.7** *Before using Trampolines, each User is obliged to watch the instructional video and perform warming and stretching exercises, which should be done according to the instructions provided by the staff.*
- 1.8** *Each user using the trampolines is required to set up and use special socks with a silicone non-slip surface, which can be bought at the reception.*
- 1.9** *Socks, mentioned in point 1.3 are not refundable or exchangeable, including particularly exchange for a different size.*
- 1.10** *When using Trampolines, the User is obliged to strictly respect commands, comments, commandments and warnings issued by Park personnel.*
- 1.11** *Pregnant women and people with any medical issues, whom physical exercise could even potentially threaten life, should not use Trampolines at all.*

1.12

Children from 5 to 6 years can use the Trampolines only under the constant supervision of a parent or a guardian. It is not recommended by the Organizer to use Trampolines by children under the age of five. Minors aged 7 and over may use the Trampoline under the care of a parent or a guardian, or in the absence of a parent or guardian, but with the prior written consent of a parent or a guardian. Consent may be given only on the form provided by the Organizer.

1.13 *The organizer does not provide any care for children and adolescents using Trampolines.*

1.14 *Parents and guardians are responsible as part of the duty to supervise the child, for any damage caused by children under 18.*

1.15

Users prepare themselves for entrance to the Trampolines only in the cloakroom area this is also the only place, where they can leave their outfits, shoes and other items brought.

II. Safety Rules

- 2.1** *Only one person is allowed to stay on one trampoline.*
- 2.2** *When using Trampolines, a sports outfit is required without any sharp or loose elements that may cause problems or create danger when jumping.*
- 2.3** *Before using the Trampolines, users should leave in the cloakroom, subject to point 2.4, any dangerous objects that may cause damage or injuries, especially:*
 - *watches, chains, rings, earrings and any jewellery,*

- ☒ all items in pockets, i.e. keys, phones, wallets,
- ☒ clothes containing metal elements that may pose a potential danger,
- any sharp objects.

2.4 Recording of short films and taking photos is only allowed for private use, assuming that during recording, the User does not use the Trampolines or attractions referred to in point. 3.1.

2.5 Only elements intended for this purpose are used for jumping, excluding structural elements.

2.6 When jumping on a trampoline, the User should spread his legs, his legs should be bent, and his arms stretched out in front of him to maintain a proper balance of the body.

2.7 After an unsuccessful jump, which will result in an uncontrolled landing, one should cringe the whole body and protect the head with hands, which will minimize the risk of injuries to the limbs, the cervical spine and the head.

2.8 It is forbidden to:

- run on trampolines and between trampolines,
- jump on trampolines occupied by other users,
- step on trampolines with chewing gum or any substances in mouth,
- jump on mats separating trampolines, seating and landing on them,
- jump, climb and hang on safety nets,
- enter the construction elements of trampolines,
- hang on the rims of the baskets.

2.9 Special caution is recommended to people wearing glasses, contact lenses and hearing aids.

2.10 Special caution is recommended to people intending to perform more complex evolutions, so that they do not harm themselves or other users of the Trampoline infrastructure.

2.11

It is recommended to be particularly careful when leaving the Trampolines Park zone, so that there will be no collision with other users of the Facility.

2.12

The whistle signal is a signal to immediately stop the activity and comply with the recommendations of the Park staff.

RULES FOR USING AIR BAGS, NINJA TORS AND SPONGE POOLS

3.1 Air bags, ninja tors and sponge pools (hereinafter referred to as attractions) are an integral part of the Trampoline. Using them, Trampoline Regulations and detailed rules described in points 3.2 to 3.6. must be followed.

3.2 At the same time, one person can jump on one attraction from one place - from the platform, from the trampoline and from the obstacle.

3.3 Before making a jump on the attraction, make sure that no one is in the place of the planned landing.

3.4 When landing on legs, knees should be bend, and when landing on the back, the chin should be pulled to the chest and the jaw should be slightly tightened.

3.5 After the jump, the attraction should be left immediately.

3.6 It is forbidden to:

- jump on the attraction in the "head to the bottom" position, because it can cause serious injuries and body harm, and even permanent disability,
- throw sponges out of swimming pools, including from the ninja tors to the trampolines,
- throw sponges,
- search for lost objects in pools, loss of something should be reported to the staff,
- hide under sponges, you should be visible to other Users of attractions all the time,
- hang on the ladders on the ninja tors, head down,

- *climb on the scaffolding of the ninja tor.*

III. Additional Information

4.10 *In all matters not regulated by the Trampoline Regulations, please contact the Park staff.*

4.11 *In all matters not included in the Trampoline Regulations, the provisions of the Civil Code apply and concerning consumers the provisions of the Act of 30 May 2014 on consumer rights apply.*

4.12 *The organizer reserves the right to change the Trampoline Regulations. Its changes will be available at the reception and on the Park's website.*

Regulations on the use of Playground

(hereinafter referred to as the Playground Regulations)

Starting to use the recreational part of the Facility - Playground zone- is tantamount to reading the Playground Regulations, its understanding and full acceptance. The regulations being in force at the FlySky Amusement Park (hereinafter referred to as the Park, FlySky, Facility or Organizer) are available at the reception and on the website www.fly-sky.pl)

I. General Information

- 1.1** Playground Regulations constitute a supplement of the FlySky Amusement Park General Regulations.
- 1.2** Before using the Playground area, the child's carer is obliged to make provision for child's play and instruct the child about the obligation to comply with order and unacceptable behaviours, which include: all scuffles and fights and disturbing other users of Playground, entering construction elements and safety nets.
- 1.3** Every child using the Playground is required to wear special socks with a silicone non-slip surface, which can be bought at the reception desk or they can use replaceable footwear.
- 1.4** Socks mentioned in point 1.3, are not returnable or exchangeable, particularly they can't be exchanged for different size.
- 1.5** When using the Playground area, the child is obliged to follow the instructions, comments, and warnings issued by the Park staff.
- 1.6** The use of the Playground is payable. The payment rules for the use of the Playground are described in the current price list.
- 1.7** Everyone using the Playground area is obliged to have a bracelet with an electronic chip given by the staff and wear it during the whole stay at the Playground. The bracelet with an electronic chip is returnable.
- 1.8** In the case of loss or destruction of the bracelet mentioned in point 1.7, the Organizer charges an additional fee in the amount of PLN 20.00.
- 1.9** Playground is intended for children up to 12 years old. Everyone above this age is obliged to take this into account and keep special care, do not cause risks and prevent dangerous behaviour that could bring any harm to the children running around the Facility.
- 1.10** Parents and guardians of children using the Playground do not pay entrance fees.
- 1.11** People under the age of 12 may stay at the Playground only under the supervision of adults. Parents and guardians of children are obliged to take care of them throughout their whole stay at the Facility.
- 1.12** Users of the playground are obliged to maintain cleanliness and order.
- 1.13** It is forbidden to take from the Playground: toys, devices and any construction elements.
- 1.14** On the Playground area it is forbidden:
- to bring any dangerous items,
 - to bring any alcohol and intoxicants and to stay in this area consuming this type of substances,
 - to chew gum,
 - to smoke,

- to bring animals.

1.15

The Playground can be used by children and minors. There is no bottom age limit.

1.16

A special area has been set for the youngest children, so as to minimize the risk of accidents

1.17

The organizer does not provide any care for children using the Playground.

1.18

Parents and adults under the obligation of child supervision are liable for any damage caused by those under 18 who are under their care.

1.19

Before entering the playground, the outwear, shoes and other brought items should be left in in the cloak room.

II. Safety Rules

2.1

It is prohibited to jump into the pool with balls, sliding from the slide with the head down, sliding down on the stomach, jumping from the slide and to use the slide in any other incorrect way..

2.2 *the outdoor slide can be only used in seated positions.*

2.3

On the Playground there are two trampolines. Only one child is allowed on one trampoline.

2.4

Children with any kinds of illness are not allowed to use the Playground. There is a total prohibition of bringing infants with infectious diseases. The staff may refuse to enter the child with visible symptoms of illness or cold to the Playground.

2.5

Staff is authorized to ask a person to leave the Playground if that person violates the content of the Playground area Regulations, without refund of the fee for a purchased and unused ticket.

2.6

No refund is available for purchased and unused or partly unused tickets.

III. Additonal Information

4.1

In all matters not regulated by the Playground Regulations, please contact the Park staff.

4.2 *In all matters not included in the Playground Area Regulations, the provisions of the Civil Code apply and concerning consumers the provisions of the Act of 30 May 2014 on consumer rights applies.*

4.3

The organizer reserves the right to change the Playground Regulations. Its changes will be available at the reception and on the Park's website.

REGULATIONS FOR THE ORGANIZATION OF THE EVENT

Regulations in the FlySky Amusement Park (hereinafter referred to as the Park, FlySky, Object or Organizer) are available at the reception and on the website www.fly-sky.pl.

- 1.** *The regulations for the organization of events supplement the general rules of the FlySky Amusement Park.*
- 2.** *The organization of events takes place in FlySky Amusement Park, located at 86B Skrajna Street, in Kielce (post code: 25-650).*
- 3.** *The term "organization of events" is defined as the organization of all celebrations including birthdays, name days, private and company celebrations, containing various components such as: fun in a selected zone of the Park, consumption and animations, depending on the selected package.*
- 4.** *Information about the offered packages, along with the prices, is available at www.fly-sky.pl or by phone at 737-165-561 from Monday to Friday during the park's opening hours.*
- 5.** *The pre-booking of the event organization can be made in person at the FLYSKY Playground reception, every day, during the Park's opening hours or by phone at 737-165-561 from Monday to Friday during the Park's opening hours.*
- 6.** *Booking the date is confirmed by making the advance payment in the amount of PLN 200.00. The advance payment must be paid in person, no later than within 3 days from the date of the initial booking. If you do not make an advance payment within the period specified above, your reservation will be cancelled.*
- 7.** *The advance payment is non-returnable. After the service is done, it is included in the price.*
- 8.** *Advance payment is tantamount to acceptance of the terms and conditions of these Regulations.*
- 9.** *The final settlement of an account takes place on the day of the event, during or immediately after its end.*
- 10.** *Advance payment at the day of booking and settlement of an account at the day of the event can be paid in cash or by using a payment card.*
- 11.** *The cost of party organization is estimated for 10 people, including the jubilation / birthday person. In the case of a smaller number of people taking part in the celebration, the Organizer charges a fee for 10 people. In the case of organization of other events, individual arrangements apply between the Commissioning Party and the Organizer*
- 12.** *Any changes regarding the ordered package must be submitted by the Commissioning Party not later than 7 days before the date of the event.*
- 13.** *The Commissioning Party is obliged to confirm the final number of participants no later than 3 days before the date of organization of the event, unless it was established on the day of booking or on the day of advanced payment.*
- 14.** *The Commissioning Party is obliged to inform the Organizer about the smaller than planned number of participants of the event at least one day before the date of the event. Otherwise, the Commissioning Party will have to cover the costs in accordance with the previously submitted order.*
- 15.** *The duration of the event is 2.5 hours and it is calculated from the set starting time. In order to efficiently handle consecutive events, it is necessary to start the event on time and leave the room or other place*

where refreshments are organized at the appointed time.

16.

It is possible to extend the event, but only if there is a lack of subsequent booking and the Organizer's consent. The cost is determined individually.

17.

In the case of organizing birthday or name-day parties, the Organizer provides the group's guardian for the event (1 guardian for 12 participants), whose role is to carry out individual tasks, in accordance with the ordered package, watching over the course of the event, organizing games and activities for children and other activities, if they have been previously specified

18.

The organizer and the group's guardian takes no responsibility for the safety of the participants of the event who do not comply with the regulations.

19.

The organizer does not take any responsibility for all injuries, body harm and their consequences as a result of being in FlySky Amusement Park, with the exception of damage caused by the Organizer's fault.

20.

The organizer provides the tableware and refreshments in accordance with the selected package only for participants of the event

21.

On the request of the Commissioning Party, the Organizer can prepare meals for parents (coffee, tea, cake) for an additional fee, resulting from the prices of the FlySky cafeteria reduced by a 30% discount. However, this requires making a prior reservation by the Commissioning Party of the appropriate number of tables.

22.

Tables referred to in point 21 are made available by the Organizer free of charge in a quantity proportional to the number of people taking part in the party:

- 3 tables - up to 10 people,

- 4 tables - from 11 to 13 people,

- 5 tables - from 14 to 16 people,

- 6 tables - over 16 people.

23.

There is a possibility of reserving more additionally paid tables than indicated in point. 22, only if tables are available, which is specified by the Organizer. The cost of booking an additional table is PLN 15 for 1 table.

24.

Bringing in and eating your own food as well as alcoholic and non-alcoholic beverages unless otherwise agreed is prohibited by the Organizer.

25.

The Organizer allows the Commissioning Party to provide its own birthday cake, but without taking responsibility for it.

26.

At the request of the Commissioning Party, the Organizer can order additional animators, organizing games for children such as: painting face, modelling balloons, running animation, for an additional fee in accordance with the price list valid on the FlySky website.

27.

The organizer prohibits bringing around people to perform the activities listed in point 24, unless otherwise agreed.

28.

Participants of the events are obliged to comply with the rules of the other regulations of the FlySky Amusement Park , i.e. general regulations of the FlySky Amusement Park, regulations regarding the use of the Trampoline Park, regulations regarding the use of Playground.