

INTERCONTINENTAL WARSZAWA
ONLINE STORE
TERMS AND CONDITIONS

I. DEFINITIONS

1. **Order Form** – a form available on the Store website used by the Customer for placing orders with the Store.
2. **InterContinental Hotel** – the InterContinental hotel, located in Warsaw at ul. Emilii Plater 49, owned by the Seller.
3. **Customer** – an adult natural person, a legal entity or another entity without legal personality but with legal capacity, placing an order with the object of concluding a sales contract or entering into an online service contract with Seller. A Customer who is a natural person is obliged to have full capacity to perform acts in law.
4. **Consumer** – a Customer who is a natural person concluding a legal transaction with the Seller, where such a transaction is not directly connected to the Customer's business or professional activity.
5. **Terms and Conditions** – the terms and conditions laid down in this document.
6. **Store** – an online store of InterContinental Hotel in Warsaw, available at: www.warszawa.intercontinental.com/sklep, run by the Seller.
7. **Seller** – Sienna Hotel sp. z o.o. company based in Warsaw at: 00-125 Warszawa, ul. Emilii Plater 49, registered with the register of entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number KRS 0000662897, NIP: 525-21-86-751, share capital: PLN 74 065 400, tel. 22 328 88 88, email address: wrs.sales@ihg.
8. **Payment System** – an online payment system owned by First Data Polska S.A. based in Warsaw, 00-807, Al. Jerozolimskie 92, registered with the register of entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of National Court Register under the number KRS 0000061293, NIP: 5260210429, share capital: PLN 120 150 500.
9. **Services** – services provided at InterContinental Hotel, listed and described in detail on the online Store website, provided on the basis of a Voucher.
10. **Voucher** – an electronic document provided by the Seller, entitling the holder to receive the Service on terms laid down herein.

II. ONLINE SERVICES

1. The Seller provides the following online services through the Store website: Store website content browsing service, Customer account service, Order Form service.
2. Use of the online services is voluntary and free of charge.

3. Minimum technical requirements enabling the Customer to use the online services, specified in Section X of these Terms & Conditions, are:

- 1) software: any web browser, installed and running, supporting JavaScript,
- 2) access to an active email account.

4. The Customer covers all costs of Internet access and data transmission, according to their Internet service provider's tariff.

5. The contract for online services consisting in browsing the content of Store website is entered into for a definite time, starting at the moment of the Customer starting using the service, i.e. at the moment of entering the Store website, and ending at the moment of the Customer leaving the Store website.

6. The contract for online services consisting in running a Customer account with the Store is entered into at moment of the Customer's registration. The service consists in ensuring availability of and managing the Customer's account on the Store website.

7. In order to register, the Customer fills in the registration form with following data: name and surname (business name), address, email address and password. Password is chosen by the Customer upon registration and needs to consist of at least 12 characters, including small and capital letter or numbers or special characters. The Customer is obliged not to reveal the password to any third parties. During the registration process, the Customer reads and accepts the Terms & Conditions, which the Customer confirms by accepting a statement. Providing the above data and completing the above procedure is obligatory in order to complete the registration procedure.

8. The email address provided upon registration is assigned to only one Customer account and can be used to log in to that one Customer account only. Therefore, it is not possible to have two Customer accounts with the same email address.

9. Once the Customer has filled in and sent the registration form, the Seller sends confirmation of completing the registration process to the email address provided by Customer. With this action, the registration process is completed.

10. Following registration, the Customer shall always log in using the data provided in the registration form or any other data as changed by the Customer using Customer account settings.

11. A Customer who has completed the registration process can access to additional options available only through a Customer account, such as: order history, option to change account data.

12. The contract for online services consisting in running a Customer account with the Store is entered into for an indefinite time. The Customer may voluntarily resign from running their Customer account and demand its deletion at any time, without stating a reason. In order to delete their Customer account, the Customer needs to send a request to the Seller to the following email address: wrs.sales@ihg.com. The Customer's account shall be deleted by the Seller immediately after receiving the aforementioned request (not later than on the next business day after receiving the request), which shall be tantamount to the Customer terminating the contract for online services consisting in running a Customer account.

13. The contract for online services consisting in enabling Customer to place an order through the Order Form is entered into for a definite time, starting at the moment of Customer adding the first purchase item to the basket in the Store, and is terminated in the event that the Customer fails to fill in the Order Form or ends at the moment of the Customer sending a completed Order Form to the Seller and thereby placing an order (by clicking the "Buy and Pay" button).

14. In the Order Form, the Customer needs to enter the following data: name and surname (business name), address, country, city/town, telephone, email address and data regarding the sales contract to be concluded: purchase item, number of vouchers purchased. When completing the Order Form, a Customer who has not been registered before is required to read and accept the Terms & Conditions, which the Customer confirms by accepting a relevant statement.

15. The Customer places an order by correctly filling in the Order Form and clicking the button confirming placing the order (the "Buy and Pay" button).

16. The Customer may modify and correct the data in the Order Form by themselves, according to prompts displayed on the Store website.

17. In the case of non-performance or improper performance of the online service by the Seller, the Customer has a right to lodge a complaint in accordance with Section VIII of the Terms & Conditions.

18. A Customer being a Consumer has a right to withdraw from a contract for online services in accordance with Section VII of the Terms & Conditions.

19. The Customer may not provide any content of unlawful character.

III. SALES ITEM, VOUCHERS

1. The specification and price of each Service being a sales item is presented on the Store website.

2. The Seller shall complete each Service according to its specification presented on the Store website and free of defects.
3. Prices for each of the Services are listed in Polish zloty and are gross amounts including VAT, charged according to the laws in force.
4. The Service is provided based on a valid Voucher, in accordance with Section III.5-8 of the Terms & Conditions.
5. A Voucher entitles to a one-time use of the Service that the purchased Voucher concerns.
6. A Voucher may be redeemed only at InterContinental Hotel, in the locations specified in the Voucher (that is: Platter by Karol Okrasa restaurant, Downtown Restaurant & Steakhouse, Fitness Centre – River View Wellness Centre).
7. A Voucher may be redeemed by the expiration date as indicated on the Voucher, according to Section III.8 of the Terms & Conditions.
8. The provision of the Service is conditional on prior reservation of the Service by the Customer by way of calling the contact telephone number stated on the Voucher, receiving confirmation that the Service is available on the reserved **date** and presenting the Voucher at the place where the reserved Service is to be performed. The Seller does not guarantee the availability of any Service on the date chosen by the Customer.
9. A Voucher will include the following information: Voucher number, type of Service that it concerns, place of supply of the Service, Voucher expiration date.
10. Vouchers are issued in electronic form and, after making a full payment for the purchased Service through the Payment System, are sent in PDF format to the email address provided by the Customer. The Customer needs to print out the received Voucher on their own.
11. Vouchers are non-refundable and cannot be exchanged for cash, items or any other services. There is no possibility to make any additional payment in order to exchange a Voucher for another type.
12. The Seller does not offer wholesale via the online Store. If a Customer needs to place an order for a larger quantity of Services, they need to contact the Seller to receive the terms and conditions of a wholesale order.

IV. PROCEDURE OF CONCLUDING A SALES CONTRACT

1. In order to place an order one needs to:

- 1) after accessing the Store website, choose a Service to be purchased and click the basket icon at the top-right corner of the screen, displaying the quantity of products and price,
- 2) register and log in to the Store website or, for registered Customers, only log in or use the option to place an order without registration (registration is voluntary)
- 3) fill in the Order Form with true and correct data, following the instructions included on the Store website. Failure to follow the instructions or entering any incomplete or incorrect data does not guarantee the possibility of purchasing the Service and receiving a Voucher.
- 4) confirm, by clicking the “Buy and Pay” button, that the Customer understands that placing an order entails the obligation to pay the price.

2. In addition to the steps laid down in Section IV.1, the following conditions need to be met in order to complete the order:

- 1) The Seller sending a confirmation of receiving an order to the email address indicated by the Customer in the Order Form.
- 2) The Seller receiving:
 - a) confirmation of payment of the full price from the Payment System, not later than 2 days after the confirmation of receiving an order for which the payment is effected through the Payment System.

3. The sales contract is concluded when the Seller sends a confirmation of receiving an order to the email address indicated by the Customer in the Order Form, in accordance with Section IV.2.1 of the Terms & Conditions.

4. Preservation, protection, sharing and confirming to the Customer the content of a concluded sales contract is made by way of sharing these Terms & Conditions on the Store website and sending the Customer a message as referred to in Section IV.2.1 of the Terms & Conditions to the email address provided. The content of a concluded sales contract is recorded and secured in the Store’s IT system.

V. PAYMENT

1. The Customer may make the payment only through the Payment System:

- 1) using one of the following credit cards: VISA, VISA ELECTRON, MASTERCARD, MAESTRO, AMERICAN EXPRESS, DINERS CLUB, JCB, or
- 2) by electronic funds transfer, or
- 3) as a BLIK mobile payment.

2. Payment for one order must be made in full at a single time.

3. The payment may be effected not sooner than upon placing an order and not later than on the day of placing the order. Upon ineffective expiration of this date, the order will be cancelled, of which the Customer shall be informed by email to the address provided in the Order Form.

4. Once the payment is made, the Customer will receive confirmation by email to the address indicated in Order Form.

VI. SENDING VOUCHER TO CUSTOMER

1. After receiving payment confirmation, the Seller shall send the Voucher, issued in electronic form in PDF format, immediately, but not later than within 5 days, to the email address indicated by the Customer in the Order Form.

2. The Voucher needs to be printed out on white A4 paper so that all data included on the printout be legible.

VII. WITHDRAWAL FROM CONTACT

1. A Customer being also a Consumer, who has:

1) concluded a sales contract, after placing an order in accordance with the Terms & Conditions,

2) concluded a contract for online services according to the terms laid down in the Terms & Conditions,

may withdraw from the contract within 14 days without stating any reason or incurring any cost.

2. The time limit to withdraw from the contact is calculated from the date of concluding the contract. To comply with the time limit, the Customer only needs to send a statement of withdrawal before the date expires.

3. A statement of withdrawal from the contract may be presented by a Customer being a Consumer using a standard withdrawal form which can be found in Appendix 2 to the Consumer Rights Act of 30 May 2014 about (consolidated: Journal of Laws of the Republic of Poland of 2017, item 683).

4. A Customer being a Consumer needs to send a withdrawal statement in writing to the Seller to the following address: Hotel InterContinental Warszawa, 00-125 Warszawa, ul. Emilii Plater 49, with a note "Online Store" on the envelope, or via email to the Seller's address: wrs.sales@ihg.com.

In the case of withdrawal from the contract by email, the Seller will immediately send the Customer being a Consumer confirmation of receiving such a statement to the email address from which the Seller has received the withdrawal statement.

5. The Seller will reimburse to the Customer being a Consumer the amount paid by that Customer immediately but not later than within 30 days from the day of receiving the statement of withdrawal from the contract concluded by placing an order in accordance with

the Terms & Conditions. The Seller will reimburse the payment using the same payment method as used by the Customer being a Consumer, unless the Customer being a Consumer has explicitly stated another reimbursement method, as long as it does not entail any additional cost.

6. Following withdrawal from a sales contract regarding an order placed by a Customer being a Consumer according to the Terms & Conditions, the Voucher ordered may no longer be redeemed.

7. Please be informed that:

1) Pursuant to Article 38.12 of the Consumer Rights Act of 30 May 2014 (consolidated text: Journal of Laws of the Republic of Poland of 2017, item 683), a Customer being a Consumer who concluded a contract for accommodation services for non-residential purposes, transportation of goods, car rental, gastronomy, leisure services, entertainment, sports or cultural events, if a contract sets out a date or period of supply of service, shall not be entitled to the right to withdraw from a contract signed remotely. This means that once a Customer being a Consumer confirms the booking of Service, according to Section III.8, the Customer being a Consumer shall not have a right to withdraw from the sales contract for that Service.

2) Pursuant to Article 38.1 of the Consumer Rights Act of 30 May 2014 (consolidated text: Journal of Laws of the Republic of Poland of 2017, item 683), if a Customer being a Consumer has given consent for starting service provision before the expiry of a 14 days' time limit for withdrawal, after completing the service, the Customer being a Consumer shall not have a right to withdraw from the contract for that Service.

VIII. COMPLAINT PROCEDURE

1. The Customer may make a complaint regarding any operations carried out by the Store, including the order placement process, online services and also Service provision. The complaint may be sent within 14 days after Customer has become aware of the situation or action being the reason for the complaint at the latest. The date of sending a complaint shall be considered the date of making the complaint. A complaint may be sent by email to the Seller's email address: wrs.sales@ihg.com, or in writing to: Hotel InterContinental Warszawa, 00-125 Warszawa, ul. Emilii Plater 49, with a note "Online Store" on the envelope.

2. In order to enable swift handling of the complaint, the Customer needs to include the following information in the complaint letter: name and surname (business name), contact details, description of the reason for the complaint and description of circumstances justifying the complaint.

3. If any information provided in the complaint need to be supplemented with any additional information before examining the complaint, the Seller will request the Customer making the complaint to provide the necessary information.

4. Every complaint will be examined within 21 days of the date of the Seller receiving it. The Customer will be informed about the decision via a response letter sent within 21 days of the date of completing the complaint examination procedure, using the contact details indicated in the complaint notification.

IX. CONTACT WITH SELLER

The Customer may contact the Seller at the addresses and telephone number indicated below, provided that telephone calls are received only between 9 am and 6 pm.

Contact details of the Seller:

Hotel InterContinental Warszawa, with a note: "Online Store"

00-125 Warszawa, ul. Emilii Plater nr 49,

tel.: +48 22 328 88 88

email: wrs.sales@ihg.com.

X. TECHNICAL REQUIREMENTS

The following are necessary in order to use the Store, including browsing the contents posted on the Store website and placing orders:

- 1) software: any web browser, installed and running, supporting JavaScript as well as software for viewing PDF files (necessary only for opening the files with Vouchers)
- 2) access to an active email account,
- 3) printer, white paper (in order to print out the Vouchers).

XI. AMENDMENTS TO TERMS & CONDITIONS

1. The Seller may amend these Terms & Conditions for a material reason, in accordance with this Section XI.

2. A material reason for amending the Terms & Conditions is:

- 1) A need to adjust these Terms & Conditions so that they comply with applicable law.
- 2) A need to adjust these Terms & Conditions so that they comply with recommendations, orders, judgements, opinions or guidelines of a competent authority.
- 3) A need to rectify any mistakes or ambiguities in these Terms & Conditions or introduce a change to the Seller's data, email addresses or links included in these Terms & Conditions.
- 4) Development or changes of the Store's functionalities, any change regarding the manner of concluding contracts through the Store or any change regarding the payment methods.

5) Introduction of new online services or any change regarding the technical conditions of supply of online services.

3. The amended Terms & Conditions will be posted on the Store website at least 30 days prior to the amended Terms & Conditions entering into force. The Seller will additionally inform registered Customers of any such amendment to the Terms & Conditions by sending a relevant notification to the email address indicated by each Customer (with the amended Terms & Conditions attached) at least 30 days prior to the amended Terms & Conditions entering into force.

4. No amendment to these Terms & Conditions shall affect any orders for Services placed before the relevant amendment, which will be completed according to the previous terms.

5. In the case of any amendment to the Terms & Conditions, the Customer will have a right to withdraw from the contract for access to their Customer account within 30 days from the date that the Customer was informed of amending these Terms & Conditions. The withdrawal may be effected by sending a withdrawal notice to the Seller's email address or using a tab available on the Store website.

XII. FINAL PROVISIONS

1. The language of all contracts concluded with the Seller referred to in these Terms & Conditions shall be Polish.

2. The Seller shall not use any out-of-court ways of handling complaints or enforcing claims, including any out-of-court consumer dispute resolution measures, unless explicitly required to do so under mandatory rules of law.

3. A Customer being a Consumer is entitled to receive help with regard to their rights and any disputes between the Customer being Consumer and the Seller, for instance from a district (city) consumer rights adviser or a community-based organization whose statutory responsibilities include protection of consumers. More information on the possibility to receive such help is available on www.uokik.gov.pl.

4. The website <http://ec.europa.eu/consumers/odr> provides an online platform for resolution of disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website offering comprehensive services for consumers and entrepreneurs wishing to reach out-of-court resolution of disputes arising out of contractual obligations under online sales or service contracts.

5. Any disputes between the Customer and the Seller shall be resolved by court of laws of the Republic of Poland, unless where otherwise provided for under mandatory rules of law.

6. Detailed decisions regarding the protection of the Customer's personal data are listed on the Store website in the tab: Privacy Policy.

7. The Seller, acting in compliance with its obligation laid down in Art. 6.1 of Online Services Act of 18 July 2002 (Journal of Laws of the Republic of Poland of 2017, item 1219, as amended), provides information about specific risks relating to the Customer's use of online services in Appendix 1 to these Terms & Conditions.

8. These Terms & Conditions are governed by the laws of the Republic of Poland. The fact of choosing Polish law as governing in the Terms & Conditions does not deprive a Customer being a Consumer of any protection rights granted under other regulations that cannot be excluded by way of concluding a contract between the Seller and the Customer being a Consumer under any law that would have been governing according to the applicable regulations, had no governing law been chosen.

Terms & Conditions dated July 31, 2018, in force since July 31, 2018.

APPENDIX 1 INFORMATION ABOUT SPECIFIC RISKS LINKED TO ONLINE SERVICE USE

Acting in compliance with its obligation laid down in Art. 6.1 of Online Services Act of 18 July 2002 (Journal of Laws of the Republic of Poland of 2017, item 1219, as amended), the Seller hereby provides information on specific risks linked to the Customer's use of online services.

Basic risks include:

- 1) Malware – in particular software such as viruses, worms, Trojans, key loggers, dialers and any other types of applications and scripts having damaging, criminal or malicious effect on Internet user's ICT system.
- 2) Spyware – tracking user's actions, gathering user's data and sending them, in many cases without the user's knowledge and consent, to the spyware author.
- 3) Extortion of user's confidential information (e.g. passwords) by way of impersonating another person or institution.
- 4) Breaking into user's ICT system.

In order to minimise the risks:

- 1) The Customer needs to install and keep updated antivirus software on their electronic devices used to connect to the Internet.
- 2) The Customer may also consider taking additional measures, such as:
 - a) Enabling a network firewall,

- b) Installing software for detecting and preventing break-ins,
- c) Encrypting data transmission,
- d) Refraining from opening any attachments sent from unknown email addresses.

The above information should be treated as basic security recommendations only and does not include all possible solutions to the risks mentioned.