

Terms and Conditions of Use of the Balia Zone

§ 1. General Provisions and Definitions

1. These Terms and Conditions determine the rules of using the hot tub (hereinafter: Balia) made available to participants of the sports event: Sudocrem Hyrox Gdańsk w dniach 10 – 11.10.2026 r. w miejscu Amberexpo przy ul. Żaglowej 11 w Gdańsku
2. The Lessor is: Balcia Insurance SE Spółka Europejska Oddział w Polsce z siedzibą w Warszawie przy A. Jerozolimskie 96, wpisana do rejestru przedsiębiorców KRS pod numerem 0000493693, NIP 108 001 65 34, REGON 147065333 (dalej: Wynajmujący, Balcia lub Zakład Ubezpieczeń).
3. The Lessee is any adult person who has accepted these Terms and Conditions and uses the Balia (hereinafter: Lessee).
4. The Staff consists of persons designated by the Lessor to supervise the Balia Zone.
5. The Balia is made available free of charge for the time specified in § 4. In matters not regulated by these Terms and Conditions, the provisions of the Polish Civil Code shall apply accordingly.
6. These Terms and Conditions constitute a standard contract within the meaning of Article 384 of the Civil Code and are made available before entering the Balia Zone at the registration desk (via an iPad screen) and in a form enabling their downloading, saving, and printing, as well as in a visible place at the entrance to the Zone.

§ 2. Rules of Entry to the Balia Zone and Acceptance of Terms and Conditions

1. Entry to the Balia Zone is possible exclusively after: a. reading the Terms and Conditions, b. accepting the Terms and Conditions at the registration desk, c. providing an e-mail address in the form at the registration desk.
2. The e-mail address is provided for the purpose of: (a) sending the Lessee the content of the Terms and Conditions and confirmation of their acceptance, (b) demonstrating, if necessary, that the Lessee has read and accepted the Terms and Conditions, (c) optionally, for the purpose of contact by Balcia for marketing purposes, in particular, presenting the offer, services, and products of Balcia.
3. Acceptance of the Terms and Conditions is simultaneously a declaration that the Lessee has read the information on the processing of personal data (§ 9) and, if they checked the appropriate box, has given marketing consent on the terms described in § 8.
4. The Lessee declares that they are an adult and that they have read the Terms and Conditions.

§ 3. Exclusions from Participation

1. Excluded from using the Balia are persons: a. who have consumed alcohol or are under the clear influence of intoxicants, psychotropic substances, or other substances affecting consciousness and fitness, b. with clear skin lesions (e.g., wounds, abrasions, rashes, symptoms of skin diseases, contagious changes), c.

with contagious diseases, fever, or symptoms of infection, d. who have been advised by a doctor to avoid hot water baths, in particular persons with cardiovascular diseases, hypertension, heart rhythm disorders, epilepsy, uncontrolled diabetes, and pregnant women, e. who do not comply with the Terms and Conditions or the instructions of the Staff.

2. Children and adolescents under 18 years of age may use the Balia exclusively under the constant, direct supervision and at the responsibility of an adult guardian (Lessee). Children under 13 years of age are not allowed to use the Balia. Children must not remain in the Balia or its vicinity without supervision.
3. The Staff has the right to refuse entry to the Balia Zone or order its leave to any person regarding whom there is a reasonable suspicion that they meet the conditions of section 1. A person not admitted to the Balia for the reasons specified above may not demand re-entry.
4. The Lessee declares that to the best of their knowledge, neither they nor accompanying persons are subject to the exclusions set out in section 1.

§ 4. Rules of Using the Balia

1. Each participant may stay in the Balia for a maximum of 10 minutes per session. Another session is possible after the interval indicated by the Staff, provided there is no queue.
2. Before entering the Balia, each participant is obliged to take a shower (with a thorough body wash without cleaning agents leaving foam in the water).
3. Each participant is unconditionally obliged to follow the instructions of the Staff, including those regarding bathing time, the number of people in the Balia, the order of entry, and leaving the Balia.
4. The maximum number of people in one Balia is 6.
5. The participant is obliged to stay in the Balia in appropriate swimwear and not to bring glass, food, alcoholic beverages, or any objects that pose a danger to participants or may contaminate or damage the water or the Balia.
6. A participant leaving the Balia should do so slowly, with due diligence and caution.
7. In particular, it is forbidden to: jump and dive, bring animals, touch the stove, chimney, and their elements, tamper with the stove, fuel, and installation without the consent of the Staff, and contaminate the water.
8. In the event of feeling unwell (in particular dizziness, nausea, weakness, heart palpitations, shortness of breath), the participant shall immediately leave the Balia and inform the Staff.

§ 5. Lessee's Responsibility for Safety

1. The Lessee is responsible for their own safety and that of accompanying persons, in particular regarding: a. hot water in the Balia (the water temperature may exceed the comfort temperature and may cause burns), b. wet and slippery boards, platforms, steps, and surfaces around the Balia (risk of slipping and falling), c. hot stove casing and chimney and their surroundings (risk of burns upon contact).
2. The Lessee is obliged to exercise special caution, read the warning signs in the Balia Zone, and comply with them.

3. The Lessee bears responsibility for damages caused to the Lessor or third parties as a result of a culpable violation of the Terms and Conditions by the Lessee, including damages to the Balia and its equipment.

§ 6. Declaration of Risk Awareness. Exclusion of Lessor's Liability

1. The Lessee declares that they are aware of the health risks resulting from hot water baths (including burns, overheating, fainting, drop or rise in blood pressure, exacerbation of chronic diseases, slipping, and falling), and that they use the Balia voluntarily and at their own risk.
2. To the extent permitted by law, the Lessor shall not be liable for burns and other health impairments and damages arising in connection with the use of the Balia if they result from the features and hazards indicated in § 5 section 1, violation of the Terms and Conditions or Staff instructions, using the Balia despite the exclusions from § 3, or improper behavior of the Lessee or accompanying persons.
3. The provisions of section 2 do not exclude or limit the Lessor's liability for damages caused intentionally or in cases where liability cannot be excluded under mandatory provisions of law, in particular for personal injury resulting from gross negligence of the Lessor, technical defects of the Balia or its installation, improper performance of duties by the Staff, or failure to maintain the obligation to ensure the safety of the technical condition of devices.
4. The Lessor is not liable for items left in the Balia Zone, including jewelry, phones, and other valuables, unless the damage was caused by the Lessor's intentional fault or gross negligence.
5. The provisions of the Terms and Conditions do not limit consumer rights resulting from mandatory provisions of law.

§ 7. Rights of the Lessor and Staff

1. The Staff may at any time limit or suspend the use of the Balia, in particular due to weather conditions, failure, safety reasons, high water temperature, or a large number of participants.
2. A person grossly violating the Terms and Conditions or Staff instructions may be immediately expelled from the Balia Zone without the right to a refund of the fee (if charged). The Staff may call emergency services if necessary.
3. In the event of an accident or sudden incident, the Lessee shall immediately notify the Staff.

§ 8. Marketing Contact Consent

1. The Lessee may give marketing consent by checking the appropriate box at the registration desk before entering the Balia Zone. Giving consent is voluntary, and its granting and acceptance of the Terms and Conditions are combined with entry to the Balia Zone.
2. The content of the marketing consent given by the Lessee reads as follows: "I consent to the processing of my e-mail address by Balcia Insurance for the purpose of sending commercial and marketing information regarding insurance products and the offer of Balcia Insurance via electronic mail, as well as the use

of telecommunications terminal equipment and automated calling systems for this purpose."

3. Consent may be withdrawn at any time, without affecting the lawfulness of processing based on consent before its withdrawal, by clicking the unsubscribe link in the e-mail message or sending a message to [info@balcia.pl]. Withdrawal of consent does not affect the right to use the Balia.
4. The consent covers sending marketing information until it is withdrawn.

§ 9. Information on Personal Data Processing (GDPR)

1. The administrator of personal data is Balcia Insurance SE, Aleje Jerozolimskie 96, 00-807 Warsaw.
2. Data (e-mail address and data resulting from the acceptance of the Terms and Conditions: date and time of acceptance) are processed: a. for the purpose of sending the Terms and Conditions and confirming their acceptance and performance of the contract – Article 6(1)(b) of the GDPR, b. for the purpose of establishing, pursuing, or defending against claims and ensuring the safety of participants – Article 6(1)(f) of the GDPR (legitimate interest of the administrator); data stored until the limitation period for claims expires, c. for marketing purposes – Article 6(1)(a) of the GDPR (consent) – until consent is withdrawn.
3. Recipients of data may be entities supporting the administrator in the field of IT systems and marketing (processors) and entities authorized under the provisions of law.
4. The Lessee has the right to access data, rectify them, delete them, restrict processing, data portability, object to processing based on Article 6(1)(f) of the GDPR, and the right to lodge a complaint with the President of the Personal Data Protection Office.
5. Providing an e-mail address is voluntary, but necessary to enter the Balia Zone; providing data for marketing purposes is voluntary.

§ 10. Complaints and Final Provisions

1. Comments and complaints can be submitted to the Staff during the event or via e-mail to [info@balcia.pl]. The Lessor will review the complaint within 14 days of its receipt.
2. The Terms and Conditions enter into force on October 10, 2026. The Lessor may change the Terms and Conditions before the start of the event.
3. In matters not regulated, the provisions of Polish law shall apply, in particular the Civil Code and the GDPR.
4. The competent court is the court competent according to general regulations.
5. If any of the provisions of the Terms and Conditions proves to be invalid or ineffective, this shall not affect the validity of the remaining provisions.