

# SKYBOWLING TERMS AND CONDITIONS

## §1. GENERAL PROVISIONS

1. The bowling alley is an integral part of the Skybowling facility located in the Sky Tower Shopping Centre on the second floor at the address ul. Powstańców Śląskich 95, 53-332 Wrocław.
2. The bowling alley is open from Monday to Saturday from 8:00 a.m. to 11:00 p.m. (alternatively to 1.00 a.m. if at least three bowling lanes are used) and on Sunday from 10:00 a.m. to 11:00 p.m.
3. Persons who would like to stay in the area of SkyBowling and use the services offered are obliged to read Skybowling Terms and Conditions before entering the area of the bowling alley. Receipt of the Entrance Card which entitles you to enter the facility means simultaneously the acceptance of these Terms and Conditions. You will receive the Entrance Card after leaving at the Reception your identification document with a photograph as a deposit, which will be returned after finishing the game and making all payments connected with the services used which are offered by SkyBowling. All the services used by the holder of the Entrance Card are electronically saved on the Card and constitute a basis for calculation of payments due to SkyBowling in accordance with the current Price List available at the Reception of the bowling alley.  
The staff of SkyBowling is authorized to deny access to the facility to the persons who are intoxicated, under the influence of alcohol, displaying aggressive behaviour or breaching the order or morals.
4. Every person using the bowling alley stays in the facility on their own responsibility and takes risk connected with amateur sport.
5. Those who breach public order, good morals, which includes using vulgar language, violating the provisions of the Terms and Conditions or not following the instructions of the staff of SkyBowling, may be immediately removed from the facility while simultaneously obliged to pay all the amounts due to SkyBowling for the services rendered (according to the data on the Entrance Card) – and in case of prior booking of the lanes for a specified time, they will incur costs for this time and the lanes booked.
6. In the area of SkyBowling facility it is fully prohibited to:
  - a) bring glass containers,
  - b) bring weapons, sharp instruments and other dangerous items,
  - c) bring intoxicants,
  - d) bring animals,
  - e) bring and consume own food and beverages (including alcohol),
  - f) enter staff-only area (behind the reception desk and the bar, kitchen, engine room, warehouse),
  - g) climb the elements of the structure,
  - h) touch and manipulate electrical devices,
  - i) enter in improper shoes,
  - j) enter the bowling lanes,
  - k) consume food or beverages in the throwing zone,
  - l) damage equipment, devices and greenery,
  - ł) display indecent behaviour or behaviour socially considered indecent or offensive.
7. SkyBowling facility may be used by those who:
  - a) have attained the age of 18 years – on their own and on their responsibility,
  - b) have attained the age of 15 years – under the supervision of an adult and on the adult's responsibility,
  - c) have not attained the age of 15 years – exclusively under the supervision of their parents or other legal guardians.
8. Organized groups of children under 15 years have to be supervised by at least one guardian per 15 participants who is responsible for them for their whole stay in the area of SkyBowling. Before

entering the bowling alley, the guardian is obliged to contact the staff of the Reception to determine the rules concerning the use of the devices in the bowling alley.

9. Persons with unstable health condition should use the bowling alley and the devices with particular caution (or after consulting it with their doctor). SkyBowling does not assume responsibility for negative effects on their health resulting from their stay in the area of the bowling alley. The staff of SkyBowling should be immediately informed about any cuts, injuries or discomfort.

10. Wearing glasses or lenses and hand jewellery during the game is dangerous and is done at the risk of the user.

11. In case of an accident or any health injury SkyBowling has a right to deny payment of damages to the persons who were under the influence of intoxicants when the accident occurred.

12. The area of SkyBowling is permanently monitored and the footage from CCTV may be a basis for charges against the users who do not observe the Terms and Conditions and instructions of the Staff. SkyBowling assures that monitoring does not infringe personal rights and dignity of users.

## **§2. RULES OF USING THE BOWLING ALLEY**

1. The person for which the Entrance Card with a bill was issued is responsible for ensuring that all the persons who use the bowling lanes with this person observe the Terms and Conditions.

2. While using the lanes you must unconditionally follow the Terms and Conditions, instructions and information given by the staff of SkyBowling. You should inform the staff immediately about any technical problems connected with the functioning of the bowling alley. After the expiry of the time booked, you should leave the table next to the lane.

4. You should always carry with you the key to the locker and the card with a bill. The fine is imposed for losing the key (PLN 50) or the card (PLN 500).

5. Before starting the game each of its participants is obligated to change their shoes and put on bowling shoes, i.e. specialist shoes for bowling, which you can rent at the Reception free of charge for the duration of the game. SkyBowling does not assume responsibility for bodily injuries or any other health injury connected with staying in the premises without specialist shoes.

6. You can stay without bowling shoes only in the area of the Reception and the Bar – in all other places wearing bowling shoes is required. You should take your personal belongings with you to the lanes and leave your own shoes in the locker which is available at the Reception. SkyBowling does not assume any responsibility for loss or damage of personal property left in the lockers or next to the lanes.

7. One lane can be used by 5 persons, staying and playing there, (6 persons for the VIP lane). Those who do not know the rules of the game are obliged to ask the staff of the bowling alley for assistance.

8. Balls of the weight of 5 lbs, 6 lbs and 7 lbs are dedicated only to children; adults may use balls of the weight of 8 lbs and more. If the requirement from the previous sentence is not observed, SkyBowling does not assume responsibility for injuries caused by a fall.

9. Only one person may stay in the runway zone at a time.

10. It is unconditionally forbidden to:

a) throw more than one ball onto the lane,

b) throw the ball onto the lane which is not prepared (lowered barrier/sweep), in the failure mode (information on the screen) or disabled (light over the pins is off)

- c) push any button on the ball tray,
- d) enter the throwing zone with beverages and food,
- e) stay on the runway and play under the influence of alcohol,
- f) leave shoes or clothes on the runway, on the player's terminal and on the cover of ball return machine,
- g) sit on tables, ball trays and other equipment,
- h) enter the lane.

11. In case of a breach of the provisions of the Terms and Conditions, the user is obligated to pay a fine in the amount of PLN 100 for every breach, and for the breach stipulated in §2(10)(a), (b), (c) and (h) the fine is PLN 200. The fines can be combined. If the above mentioned fine(s) is/are not paid forthwith, the lane is automatically turned off and the participants of the game are asked by the staff to pay the fine.

12. In case the sweep or barrier before the pins is broken, the lamp or mirrors are damaged, all the users of the lane are jointly and severally liable to immediately pay the amount equal to the part which is damaged, i.e. PLN 2000 for each of the elements damaged.

13. Equipment failures which are communicated on the led screen above the lane are automatically reported to the mechanic. You should immediately inform the Reception about any irregularities or failures which are not communicated on the led screen above the lane. In case of equipment failure, it is forbidden to throw the balls. The users are forbidden to enter the lane to remove the faults on their own.

### **§3.BOOKING**

1. You can book the lanes personally at the Reception, by phone: 717128222 and 717128333 or by e-mail: kontakt@skybowling.pl. For bookings made by corporate or institutional clients, Attachment 1 is applied: „STATEMENT CONCERNING BOOKING OF BOWLING LANES FOR INSTITUTIONAL AND CORPORATE CLIENTS”.

2. If you book the bowling lane you need to appear at the Reception at least 10 min before the start of the game. After the lapse of 10 min from the time set, the booking will be cancelled and the lanes will be resold.

3. If the client informs (personally, by phone or by e-mail) the Reception that they will be late and asks to keep the lane for them, the payment will be incurred for the whole time for which the lane was booked rather than from the moment the client appeared and the game actually started.

4. The user is obliged to make a payment for the time booked before starting the game.

5. Bookings which are made at least one day in advance should be confirmed three hours before the game. Bookings made a few days in advance should be confirmed until 12:00 a.m. on the day immediately preceding the day booked. Bookings which are not confirmed will be cancelled.

6. If the booking is made (personally, by phone or by e-mail) at least 3 days in advance and it is not cancelled (by phone or by e-mail) until 12:00 a.m. on the day immediately preceding the day booked, the person/entity having made the booking is obliged to pay the full price for the whole booking according to the applicable price list.

7. If the booking is made one day in advance and it is not cancelled (by phone or by e-mail) four hours before the game, the person/entity having made the booking is obliged to pay the full price for the whole booking according to the applicable price list.

#### **§4. LIABILITY**

1. For damage or loss of the elements of equipment of SkyBowling the client is obliged to pay 100% of the value of this equipment.
2. SkyBowling does not assume responsibility for items or cash lost or left in the bowling alley. Items left in the bowling alley which were found by the Staff may be collected at the Reception within 14 days from the moment they were left.
4. If the player uses their own equipment SkyBowling is not liable for its damage, if any.
5. SkyBowling is not liable for accidents and injuries caused by failure to observe the Terms and Conditions and the instructions of the authorized staff.