

REGULATIONS OF THE SKYBOWLING BOWLING ALLEY in Wrocław

I. General Rules

1. The Sky Bowling bowling alley is an integral part of a sectioned off Skybowling facility located in the Sky Tower Shopping Centre, 2nd floor, ul. Powstańców Śląskich 95, 53-332 Wrocław.
2. Opening hours:
 - a) from Monday to Thursday from 9 am to 11 pm (or to 1 am if at least 3 bowling lanes are occupied),
 - b) on Fridays and Saturdays from 9 am to midnight (or to 2 am if at least 3 bowling lanes are occupied),
 - c) on Sundays from 10 am to 11 pm.
 - d) opening hours on bank and public holidays are determined on a case-by-case basis and announced at least 3 days in advance on the www.skybowling.pl homepage and the Skybowling's Facebook page.
3. Persons who wish to use the bowling alley and the services offered are required to familiarize themselves with these Regulations before entering the premises. Entering the premises shall constitute acceptance of these Regulations.
4. Persons who wish to use the services offered at the facility are required to pay for them in accordance with the current price list.
5. Every bowling alley user is required to read the operation manual for all equipment available within the facilities prior to using any such equipment, and to comply with the regulations and the manuals. In the case of any doubt, question, or hazard, the Person using the bowling alley is obliged to immediately stop playing and call the bowling alley staff. A Person using the bowling alley services shall be responsible for ensuring the compliance with the Regulations by all persons who use the booked lanes together with that person.
6. Persons who disturb the public order, offend decency, including by using obscene language, who do not comply with the provisions of these Regulations or the instructions of the bowling alley staff, may be immediately removed from the premises, and be obliged to pay all fees due to the bowling alley for the services rendered, also for any lanes booked if a specific time slot was booked.
7. The bowling alley staff are authorised to refuse entry into the premises of persons who are intoxicated, under the influence of alcohol, act aggressively, disturb order or offend decency.
8. Bringing in and consumption of own food and beverages, including alcoholic drinks, is strictly prohibited at SkyBowling.
9. The following is strictly prohibited on the SkyBowling premises:
 - a) bringing in glass packaging,
 - b) bringing in weapons, sharp tools, or other dangerous items,
 - c) bringing in intoxicants,
 - d) bringing in animals,
 - f) entering staff-only areas (behind the counter of the reception area and the bar, the kitchen, machine room, storage area),
 - g) climbing onto structural elements,
 - h) touching and tampering with electrical devices,
 - i) entering wearing inappropriate shoes,
 - j) walking on lanes,
 - k) drinking and eating within the throwing zone,
 - l) damaging furnishings, equipment, or plants,
 - ł) indecent conduct or behaviour socially recognised as inappropriate or offensive.

10. The bowling alley can be used by persons:
 - a) over 18 – unsupervised and on their own responsibility,
 - b) over 15 – under the supervision and on the responsibility of an adult,
 - c) under 15 – only under the care of parents or other legal guardians and on their responsibility.
11. Organised groups consisting of persons under 15 need to have at least one chaperone per 15 participants, who will be responsible for the children under his/her care throughout their entire stay on the SkyBowling premises. Before entering the premises the group chaperone is required to contact the Reception Desk staff in order to agree the terms and conditions of use of the bowling alley equipment.
12. Every bowling alley user remains on the premises on own responsibility and incurs risk related to the pursuit of amateur sports activities.
13. People with unstable health should use the bowling alley and its equipment exercising particular caution (or after consulting their physician). SkyBowling disclaims any liability for adverse health impacts resulting from such persons using the premises. Any cuts, injuries, or deteriorated wellbeing should be immediately reported to the bowling alley staff.
14. Wearing glasses or contact lenses or hand jewellery is not recommended when playing, it can be dangerous and is done at the user's risk.
15. In order to ensure safety, pursuant to art. 3(2)(a and b) of the Act of 22 August 1997 on the Protection of People and Property (*Dz.U.*2017.2213, uniform text of 2017.11.30), pursuant to art. 22² of the Labour Code of 26 June 1974 (*Dz.U.*2018.917, uniform text of 2018.05.16) in connection with the Regulation of the European Parliament and of the Council (EU) 2016/679 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, visual monitoring is conducted on the premises of the Sky Bowling bowling alley, located in the Sky Tower building at ul. Powstańców Śląskich 95 in Wrocław, with the use of recording equipment.

II. Bowling Alley Terms of Use

1. A person using the bowling alley services shall be responsible for ensuring the compliance with the Regulations by all persons who use the booked lanes together with that person.
2. When using the lanes the users must comply with these Regulations and follow the instructions and information received from the SkyBowling staff. Any technical problems connected with the operation of the bowling alley must be immediately reported to the staff. After the end of the booked time slot the table at the bowling lane must be vacated.
3. Before starting bowling all users are required to change into bowling shoes – that is special bowling shoes that can be obtained free of charge at the SkyBowling Reception Desk for the duration of the game. SkyBowling disclaims liability for any bodily injury or damage to health in connection with staying on the premises without special shoes.
4. Bowling shoes are not required only in the Reception and Bar area – they must be worn in all other areas. Personal effects should be taken to the bowling lanes, and own shoes should be left in the locker made available in the Reception area. SkyBowling disclaims any liability for the loss or damage to the property left in the lockers or by the lanes.
5. Bowling shoes must not be worn outside of the Skybowling premises. Always keep the key to the locker and the SkyBowling card on your person.
6. One lane can be used by up to 5 persons (6 persons in the case of the VIP lane). Persons who do not know the rules of the game are required to ask the bowling alley staff for assistance.
7. The player is obligated to select a ball that is appropriate for the size of the player's hand. Balls that weigh 5 lbs, 6 lbs and 7 lbs are intended for children only, adults can use balls starting at 8 lbs. If the requirements specified in the previous sentence are not complied with SkyBowling shall not be responsible for injury caused as a result of a fall.

8. Only one player can be present in the run up zone at any given time.
9. Only one ball can be thrown at a time. Throwing two or more balls during a single throw is prohibited. If the ball or a pin stops in the lane the players are obligated to inform the staff of the same.
10. The following is strictly prohibited during bowling:
 - a) throwing more than one ball down the lane,
 - b) throwing a ball while the lane is not ready (the rake /sweep is down), when there is lane malfunction (message on the screen), or when the lane is closed (the light over the pins is switched off)
 - c) pressing any button on the ball-feeder,
 - d) entering the run up zone with food or drinks,
 - e) persons under the influence of alcohol staying in the run up zone and playing the game,
 - f) leaving shoes or clothes in the run up area, on the player's terminal, or on the ball switch cover,
 - g) sitting on tables, ball-feeders or other equipment,
 - h) entering the lane.
11. Equipment malfunctions, communicated on the led screen over the lane, are automatically notified to the mechanic. Any irregularities or failures not displayed on the led screen over the lane should be immediately reported to the Reception Desk. Throwing is strictly prohibited if there is an equipment malfunction. The players must not enter the lane in order to remove the malfunction.

III. Fees, penalties, damage liability

1. Fees for the use of bowling lanes are paid for every hour commenced, per lane, in accordance with the rates and the price list available at the Sky Bowling Reception and on <http://skybowling.pl/ceny>.
2. Person using the services of the bowling alley represents that before starting the game he/she has read and accepts the price list applicable at the bowling alley.
3. Person using the services of the bowling alley shall pay for bowling lane rental and catering services, if any, in advance, unless a separate agreement provides otherwise, in particular:
 - a) Booking Agreement
 - b) SkyBowling Card Agreement.
4. In the event of a breach of the provisions of these Regulations, and in particular the rules specified in sec. II. item 10, the user shall pay a penalty of PLN 100 for every breach, however in the case of a breach referred to in II item 10 letter a), b), c) and h), the penalty shall be PLN 200. Penalties are cumulative. If the above penalty(penalties) are not paid immediately, the lane will be automatically closed and the players will be requested by the staff to pay the above penalty(penalties).
5. If these Regulations are not complied with, leading to the breaking of the sweep/rake in front of the pins, destruction of the lamp or mirror frames, then all persons using the lane shall be responsible, jointly and severally, for the immediate payment of the contractual penalty reflecting the value of the damaged part – that is the amount of PLN 2000 for every destroyed element.
6. The penalty for losing a locker key is PLN 50, and the penalty for losing a SkyBowling card is PLN 200.
7. The penalties shall be payable immediately upon determining that they are applicable.
8. Notwithstanding the above, if any equipment is destroyed or lost, a payment equal to 100% of its value shall be required.
9. The SkyBowling bowling alley disclaims liability for any items or money lost or left on the premises.

10. The SkyBowling bowling alley disclaims liability for accidents caused through non-compliance with the Regulations, manuals, or instructions of the staff.

IV. Lane Booking

1. Lanes can be booked in person at the Reception Desk, by phone at 717128222 and 717128333, by e-mail at: kontakt@skybowling.pl, or using the Booking Calculator at www.skybowling.pl/kalkulator/#content. More than 2 lanes can only be booked by e-mail or using the Booking Calculator, and in such cases Booking Agreements are used, which specify in detail the terms and conditions of booking, as well as the method and deadlines for cancellation.
2. If a bowling lane has been booked, the user must come to the Reception Desk at least 10 minutes before the start of the game. After that time the booking will be cancelled, the lanes will be free to be booked, and the person who made the initial booking shall be required to pay for the lanes as if they had been used.
3. More than 2 lanes are booked on the basis of Booking Agreements that must be legibly filled-in, signed, and returned at: piotr.maciejewski@skybowling.pl within 2 days of receiving an appropriate agreement form.
4. If a signed agreement is not returned by the specified time the booking shall be considered cancelled.
5. Customer may cancel a booking on terms and conditions specified each time in the Booking Agreement.
6. If the bowling alley is notified of a late arrival and the booking is not cancelled, the fee shall be payable starting from the booking time and not the actual time when the game was started.

V. Booking Cancellation

1. Customer may cancel a booking:
 - a) more than 8 days before the booking date – free of charge
 - b) between 8 and 4 before the booking date – the Customer shall pay 50 % of the fee for use of the bowling lanes,
 - c) within 4 days before the booking date – the Customer shall pay 100% of the fee, in the same way as if the bowling lanes had been used.
2. Information about booking cancellation must be sent by e-mail at piotr.maciejewski@skybowling.com. Information sent in other form or after the deadlines specified in sec. 1 shall be considered ineffective, resulting in the obligation to pay in the same manner as if the lanes had been used.
3. If a booking is not effectively cancelled or if the Customer does not come on the date and time of the booking, the Customer shall pay 100% of the fee, in the same way as if the bowling lanes had been used, within 7 days of the booking date.
4. The bowling alley reserves the right to refuse further bookings if a Customer has not paid for previous ones.

VI. Complaints

1. Complaints concerning the provision by SkyBowling of Services, Passes, Electronic Services and other complaints concerning the operations of the bowling alley can be lodged by the Service User or the Customer, for example:
 - a) in person at the SkyBowling Reception Desk,

b) in writing, addressed to: "SKY BOWLING" SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA z siedzibą we Wrocławiu, ul. Powstańców Śląskich 95, 53-332 Wrocław,

c) by e-mail to: piotr.maciejewski@skybowling.pl

2. It is recommended that the following be included in the complaint: information and circumstance related to the subject-matter of the complaint, in particular the type and date of a defect or irregularity, the demand, and the contact details of the complainant – this will facilitate and accelerate the processing of the complaint. The requirements specified in the previous sentence serve only as a recommendation and do not affect the effectiveness of complaints lodged without the recommended description of the complaint.

3. Complaints shall be processed immediately, however not later than within 14 calendar days of being lodged.

VII. RODO

Pursuant to art. 13(1 and 2) of the General Data Protection Regulation of 27 April 2016 (GDPR), this is to inform that:

a) the Controller of your personal data is "SKY BOWLING" SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA, having its registered office in Wrocław, ul. Powstańców Śląskich 95, (53-332 Wrocław), hereinafter the Company,

b) Contact for matters related to personal data protection: iod@skybowling.pl

c) Your personal data will be processed for the purpose of performance or conclusion of agreement, pursuant to art. 6(1)(b) of GDPR or because of a legitimate interest of the Data Controller (security reasons),

d) The recipients of personal data are all entities that require such data in order to perform the contractual obligations, including in particular the SkyBowling reception desk staff, accounting staff, IT staff, legal staff and, where necessary, also other employees and associates of the Controller,

e) The personal data provided by you will not be transferred to a third country,

f) Your personal data will be kept until the end of the limitation period of potential claims under agreement,

g) You have the right to access your data and the right to rectification, erasure, limitation of the processing, right to data portability, the right to object. The above requests should be sent to the Controller at: iod@skybowling.pl

h) You have the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office if you think that the processing of your personal data breaches the provisions of the General Data Protection Regulation of 27 April 2016 (GDPR),

i) The provision of your personal data is voluntary, but necessary for the conclusion of the agreement,

j) Your data will not be processed by automated means, including profiling.