

TERMS AND CONDITIONS OF USE OF ELEKTROWNIA POWIŚLE TOURIST CARD

Section 1. General Provisions

1. These Terms and Conditions (hereinafter: "T&Cs") set out the rules for using the Elektrownia Powiśle Tourist Card (hereinafter: "Card") as part of the Elektrownia Powiśle's partner offering in the PLL LOT STOPOVER programme (hereinafter: "Campaign").
2. The organiser of the Campaign is EP Retail spółka z ograniczoną odpowiedzialnością based in Warsaw (address: ul. Zajęcza 2B, 00-351 Warszawa), listed in the register of entrepreneurs under the KRS [National Court Register] number 0000426843 (registration court: District Court for the capital city of Warsaw in Warsaw, 12th Commercial Department of the National Court Register, REGON [business entity statistical number]: 146207920 NIP [tax identification number]: 5252534229 (hereinafter: "Organiser").
3. The Campaign is addressed to tourists traveling with PLL LOT airlines and using the STOPOVER service who, during their stay in Warsaw, visit Elektrownia Powiśle at ul. Dobra 42, 00-351 Warszawa (hereinafter: "Elektrownia Powiśle") and meet the conditions specified in these T&Cs.
4. The Campaign begins on July 8, 2025 and is valid until further notice. The Organiser reserves the right to terminate the Campaign at any time for convenience, while preserving the rights acquired by the Participants.
5. Under the Campaign, the Participant is entitled to receive the Elektrownia Powiśle Tourist Card (hereinafter: "Card").

Section 2. Rules of Participation

1. Participant in the Campaign can be any person of age, holding a valid PLL LOT airline ticket issued to their name with the STOPOVER service marked, i.e. a stopover in air travel in Warsaw, which is a minimum of 24 hours. The maximum stopover depends on the terms of the airline ticket fare.
2. In order to receive the Card, the Participant shall:
 - a) read these T&Cs;
 - b) report in person to the reception desk of Elektrownia Powiśle on level +2 during its opening hours, i.e.: Monday-Saturday: 10:00 a.m. – 8:00 p.m., trading Sunday: 10:00 a.m. – 7:00 p.m.;
 - c) present a valid PLL LOT airline ticket with the STOPOVER service marked;
 - d) complete the Card receipt form ("Form") attached as Appendix 1 hereto.
3. The Card is issued free of charge, stamped with a validity date and is valid for 8 consecutive calendar days from the date of issue. After this date, it becomes invalid.
4. The Card is not a name card, but is only valid for the person who received it – it cannot be transferred or shared with others.
5. The Card has no monetary value and is not redeemable for cash or refundable.

Section 3. Entitlements under the Card

1. The Card entitles the holder to discounts and special offers (hereinafter: "Special Offer") exclusively at the tenants of Elektrownia Powiśle who joined the Campaign (hereinafter: "Partners").
2. The list of Partners participating in the Campaign and the Special Offers is available:
 - A. in Appendix 2 hereto;
 - B. online at the address indicated in the QR code printed on the Card.
3. The terms and conditions of the Special Offer (e.g. minimum purchase value, product exclusions, applicable hours) are determined individually by each Partner and may vary depending on the given establishment.
4. Discounts are available only when shopping or using services:
 - A. on site – in Partner establishments located in Elektrownia Powiśle,
 - B. during their opening hours, which may vary depending on the establishments and the day of the week (e.g. non-trading Sundays).
5. The Organiser shall not be liable for:
 - A. closing of the establishment for reasons beyond the Organiser's control (e.g. breakdown, holiday, renovation, Partner's decision),
 - B. quality or availability of products and services offered by Partners,
 - C. inability to use the Special Offer if the Participant does not meet the conditions set by the Partner.
6. The Participant shall inform the Partner's employee about participation in the Campaign and present the Card before making a purchase or order, as required by the Partner. Failure to present the Card upon transaction may result in denial of the Special Offer.

Section 4. Data Protection

1. In connection with participation in the Campaign and completion of the Card receipt form (hereinafter: "Form"), the Organiser processes personal data of Participants to the extent of name, year of birth and country of arrival.
2. Provision of personal data is voluntary, but failure to do so will prevent participation in the Campaign and issuance of the Card.

Section 5. Privacy Policy

1. Information notice for individuals on the protection of personal data based on the European Parliament's regulation on personal data protection.
2. This notice contains basic information on how we process the data of the above persons and what rights these persons have under data protection laws. In accordance with Regulation 2016/679 on the protection of personal data (hereinafter: "GDPR"), we hereby inform you that:
 - A. The personal data controller is: EP Retail sp. z o.o. (hereinafter: "Controller" or "Company"). The Controller can be contacted at: ul. Zajęcza 2B, 00-351 Warszawa; by phone: (48 22) 564 50 00; e-mail: rodo@whitestar-realestate.com.
3. We process your personal data in accordance with the GDPR for the following purposes:

- A. as necessary to perform the agreement to which the data subject is party or to take steps at the request of the data subject prior to entering into the agreement, Article 6(1)(b) of the GDPR;
 - B. legitimate interest pursued by the Controller, Article 6(1)(f) of the GDPR. Where necessary, we process the data indicated above for purposes arising from legitimate interests pursued by us or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject. Examples of purposes of processing on this basis include:
 - archival (evidence) purposes, in cases where proof of facts is required, such as in the event of a possible dispute or claim;
 - marketing of own products;
 - risk assessment and management;
 - C. fulfillment of the Controller's legal obligation under Article 6(1)(c) of the GDPR.
4. Who receives your data:
- A. White Star Real Estate Group companies and Tristan Capital Partners Group companies have access to your data that they need to perform our contractual and statutory obligations. Service providers and attorneys employed by us may also receive data for these purposes, adhering to confidentiality obligations or our documented instructions under the GDPR.
 - B. As regards the transfer of data to recipients outside the Company and WSRE group companies, we may only disclose information about you if we are legally obligated to do so. The recipients of personal data may include:
 - public authorities as long as there are legal obligations to disclose this data;
 - processors to whom we transfer personal data for support / maintenance of IT services, archiving of document processing, controlling, data destruction, space management, property valuation, auditing services;
5. Whether your data is transferred to third countries or international organisations:
- The Controller may transfer your personal data to third countries, i.e. countries outside the European Economic Area. Your data may be transferred only to third countries or entities for which an adequate level of data protection has been declared by a decision of the European Commission.
- In absence of a decision by the European Commission declaring an adequate level of protection as defined in Article 45(3) of the GDPR, personal data may be transferred to a third country only on the basis of: standard data protection clauses adopted by the European Commission (Article 46 of the GDPR). Under Article 45(3) of the GDPR, your personal data may be transferred to a third country only on the basis of: standard data protection clauses adopted by the European Commission (Article 46 of the GDPR).
- In absence of a decision by the European Commission declaring an adequate level of protection as defined in Article 45(3) of the GDPR, personal data may be transferred to a third country only on the basis of: standard data protection clauses adopted by the European Commission (Article 46 of the GDPR). Under Article 45(3) of the GDPR or the lack of adequate safeguards set forth in Article 46 of the GDPR, including binding personal data protection clauses. Under Article 46 of the GDPR, including binding corporate rules, we will request your explicit consent to such data transfer to a third country or international organisation, informing you of the prior risks associated

with such transfer in accordance with Article 49(3) of the GDPR. Article 49(1)(a) of the GDPR.

In connection with the transfer of data outside the EEA, you may request information on the relevant safeguards in this regard, obtain a copy of these safeguards or information on where they are available by contacting us at the address indicated above.

6. How long your data will be retained:
 - A. We process and retain your data for as long as necessary to perform our legal obligations, or until the expiration of the statute of limitations for claims, whichever is later. After this date, it will be deleted unless its further processing (for a specified period of time) is necessary for the following purposes: legally required storage of transaction documentation – with retention periods of 2 to 10 years.
7. What rights you have:
 - A. Each person whose personal data we process has the right to: access the content of their data, rectify (correct, supplement), restrict its processing or delete it; portability of the personal data you have provided to us (i.e. to receive the data in a structured, commonly used, readable format). The right of access and the right to delete data are limited under the GDPR. You have the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider that the processing of your personal data violates the GDPR.
8. Information about the requirement or voluntariness of providing data and the consequences of not doing so:
 - A. Personal data in the form of an image is processed on a voluntary basis.
 - B. Your personal data will not be subject to automated decision-making, including profiling related to automated decision-making.

Section 5. Complaints Procedure

1. Any complaints regarding the use of Special Offers should be addressed directly to the respective Partner whose Special Offer was the subject of purchase or service.
2. Complaints regarding the Campaign or the issuance of Cards may be submitted to the Organiser by e-mail to: pl.marketing@whitestar-realestate.com no later than 7 days from the date of issuance of the Card.
3. Complaints will be processed within 14 calendar days from the date of receipt.

Section 6. Amendments to the Terms and Conditions and Termination of the Programme

1. The Organiser reserves the right to change the Terms and Conditions at any time, with particular regard to changes in the Partners' Special Offers.
2. Any changes hereto will be published under the QR code on the Card.
3. In the event of termination of the Campaign, the issued Cards shall remain valid until the end of their validity period.

Section 7. Final Provisions

1. By taking part in the Campaign, the Participant confirms that they have read and accept these T&Cs.

2. These T&Cs are available at www.elektrowniapowisle.com, through the QR code on the Card and at the Elektrownia Powiśle reception desk on level +2.
3. Any questions or comments can be sent to the official e-mail address: pl.marketing@whitestar-realestate.com.
4. In matters not covered by these T&Cs, the relevant provisions of the Civil Code shall apply.
5. Any disputes arising from the performance of obligations related to this Campaign shall be settled by a common court of competent jurisdiction over the Campaign Organiser.

List of appendices

1. Elektrownia Powiśle Tourist Card Receipt Form
2. List of Partners participating in the Campaign and Special Offers

ELEKTROWNIA POWIŚLE TOURIST CARD RECEIPT FORM

First name:

Year of birth:

Country of arrival:

Card receipt date:

I have read the Terms and Conditions of the Campaign and fully accept them.

.....

signature

Appendix 2

List of Partners Participating in the Campaign and Special Offers

PARTNER (establishment name)	SPECIAL OFFER
Bakery Elektrownia Powiśle	· 10% discount on the entire range · cornetto free of charge for orders over PLN 100 · free of charge side dish with breakfast
Balagan	20% discount on the entire range
Beauty Skin	10% discount on all services
Džiugas House	10% discount on the entire range
Elementy	15% discount (does not combine with special offers for the duration of the campaign)
Hotdogarnia / Food Hall	10% discount on the entire menu
Kawai Art Gallery	10% discount and worldwide delivery
Pełną Parą (restaurant)	2 cocktails for the price of 1
Re:shine Car Wash	15% discount on all car wash services
Roadbike Cafe	· “Explore Warsaw by bike” – 30% discount on bike rental · 15% discount on the entire range
Skarpetoholik	10% discount on the entire range of Takapara brand
The Fry / Food Hall	10% discount on the entire menu
Tres Toros (restaurant)	10% discount on the entire bill
Warszawska Izba Lordów	10% discount on services + Kovalite relaxation treatment as a gift