

RiverView Wellness Centre Terms and Conditions

These Terms and Conditions define the rules for using the service rendered by the RiverView Wellness Centre Club located in the InterContinental Warsaw Hotel at 49 Emilia Plater Street in Warsaw (postal code: 00-125), operated by Sienna Hotel sp. o. o. with its registered office in Warsaw (postal code:00-125) at 49 Emilia Plater Street, registered by the District Court for the capital city of Warsaw in Warsaw, 12th Department Commercial National Court Register under KRS number: 0000662897, NIP: 525-21-86-751, share capital PLN 56,059,400.00.

§1

Definitions

1. Price list - a pricing list that specifies the payment conditions for using the Club's services.

The price list can be found at the Club reception as well as on the website www.riverview.com.pl.

2. Club Member - a person who has signed a membership contract with the Company that entitles him or her to use the Club's services in accordance with the terms and conditions of the contract.

3. Hotel Guest - a person who has purchased hotel accommodations and stays at the hotel as a hotel guest.

4. VIP Guest - a person who has been granted VIP status for a certain stay at the Hotel or who has Royal Ambassador Status while staying at the Hotel.

5. Hotel - InterContinental Warsaw Hotel, located at 49 Emilia Plater Street in Warsaw (postal code: 00-125), run by Sienna Hotel sp. z o. o. based in Warsaw (detailed data of the Company are indicated in §1 point 9).

6. Customer - an individual who uses the Club's services in exchange for a one-time purchase ticket obtained in accordance with the current Price List.

7. Club – means the RiverView Wellness Centre Club located in the InterContinental Warsaw Hotel, located at 49 Emilia Plater Street in Warsaw (postal code: 00-125), operated by Sienna Hotel sp. z o. o. based in Warsaw (detailed data of the Company are indicated in §1 point 9).

8. Regulations or RiverView Wellness Centre Club Regulations – These Terms and Conditions define the rules for using the service rendered by the RiverView Wellness Centre Club

9. Company - means the company Sienna Hotel sp. z o.o. based in Warsaw at the following address: 49 Emilia Plater Street, 00-125 Warsaw, registered by the District Court for the capital city of Warsaw Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000662897, NIP: 525-21-86-751, share capital PLN 56,059,400.00.

10. Royal Ambassador status – means the status of Royal Ambassador in accordance with the InterContinental Ambassador regulations available at <https://www.ihg.com>.

11. Pool Zone - refers to the area of the Club that includes a swimming pool, jacuzzi, and showers on the Hotel's 43rd level.
12. Sauna Zone - refers to the area of the Club on the 43rd level of the Hotel that includes a dry (Finnish) sauna, a sauna steam room, and showers.
13. Gym Zone - describes the area of the Club where there is a gym for strength, cardio, and functional training, which is located on the 43rd and 44th floors of the hotel.
14. User - a person who uses the Club's services as a Club Member, VIP Guest, Hotel Guest, or Customer.

§2

The Club's general rules and regulations

1. Only individuals who are authorised to use the Club's services as a Club Member, VIP Guest, Hotel Guest, or Customer are permitted to stay on the Club's premises. Club staff has the authority to examine eligibility to use the Club's services and to verify the identification of persons who wish to use the Club's services, as well as the age of those who wish to use the Club's services.
2. The Club's facilities include a Gym Zone, a Swimming Pool Zone, and a Sauna Zone, as well as locker rooms, bathrooms, and reception.
3. A VIP Guest, a Hotel Guest, or a Customer must make a previous reservation to access the Swimming Pool Zone or Sauna Zone. Reservations can be made online using the Club's reservation system. A QR code or a link to make a reservation will be presented on a Voucher for Hotel Guests and Customers who have purchased a Voucher online. Reservations are not required for Club Members who plan to use the Swimming Pool Zone or Sauna Zone.
4. The Price List contains the payment criteria for using the Club's services.
5. Only people above the age of 18 are permitted to use the Club's services. People under the age of 18 may use the Gym Zone as long as 3.I section 1 and section 2 of the Regulations allow it. Persons under the age of 18 are permitted to use the Pool Zone if they obtain permission in line with Regulations 4.I sections 1 and 2. The Sauna Zone is not open to anyone under the age of 18.
6. Information about the Club's opening hours is accessible at the entry and on the website www.riverview.com.pl. The club may be closed for any amount of time required to carry out necessary hygienic operations, repair a failure, or for other technical reasons, as well as on the basis of decisions of the competent authorities and in other justifiable instances. Users shall be kept informed of the Club's closure by publishing suitable information on the Club's website - www.riverview.com.pl - and, in the event of a planned closure, by posting such information in the Club.
7. Users may use the Club's services within the Club's operating hours, subject to their legal rights. Hotel guests and VIP visitors may also use the Strength Zone after operating hours (24

hours a day), provided they submit a declaration of using the Gym Zone after operating hours, which is available at the hotel reception.

It is not possible to use the dressing rooms (including lockers), the Club's reception (including the reception safe), the changing rooms, or the shower facilities after the Club's operating hours.

8. Users are required to leave the Club no later than the Club's closure time.

It is recommended to leave the Gym Zone, Swimming Pool Zone, and Zone Sauna approximately fifteen minutes before the Club closes. This section does not apply to Hotel Guests and VIP Guests who are authorised to use the Strength Zone outside the Club's opening hours after submitting a declaration regarding utilising the Gym Zone outside Club's opening hours, which is accessible at the hotel desk.

9. On the premises of the Club it is strictly forbidden to:

a) bring and consume alcoholic beverages or substances with similar effects

alcoholic beverages, drugs or other intoxicating substances,

b) smoke tobacco or electronic cigarettes,

c) bring food and eat food,

d) bring and use weapons or dangerous tools,

e) bring and use pyrotechnic or explosive materials or dangerous substances,

f) conduct training for other people (personal training, group training)

without the prior written consent of the Club's staff,

g) conduct business activities without the prior written consent of the Club's staff,

h) photograph or film for commercial purposes without the prior written consent of the Club's staff,

i) trade, acquisitions, marketing and advertising activities without the prior written consent Club's staff,

j) bring animals without the prior written consent of the Club's staff.

10. People under the influence of alcohol, alcoholic beverages, substances acting similarly to alcoholic beverages, drugs or other narcotic drugs are not allowed on the premises of the Club.

11. Users are obliged to:

a) use the premises, devices and equipment of the Club in a manner consistent with their purposes,

b) Users are required to familiarize themselves with the instructions for usage and, in the lack of instructions or doubts about how to use the devices, to acquire information from Club staff before using.

c) exercise due caution when using equipment and Club's facilities and not to take any actions that may expose equipment or equipment to damage or destruction,

d) put away the Club's equipment and supplies after they have been used,

e) not to use devices or equipment (apart from the Club's equipment) that cause noise, emitting loud music or other loud noises,

f) refrain from shouting and not using words commonly recognized as vulgar or offensive,

g) comply with the rules of good behaviour towards other people staying on the site Club's premises,

h) follow the instructions and rules of the Club staff regarding the use of Club's services, including the use of Club's equipment, facilities and devices.

12. The company is not liable for any damage caused by the use of the Club's equipment, facilities, and devices contrary to their purpose, operating instructions, or instructions and recommendations of the Club staff, provided that the damage was not caused by the Company or that the Company did not contribute to the occurrence of the damages.

13. Users are required to adapt the type and level of activities they engage in at the Club to their abilities, physical fitness, and ability to exercise, as well as their personal health. If the User has concerns about his or her abilities, physical fitness, or ability to perform exercises, or about his or her health condition, the User ought to obtain medical advice. There is no medical assistance available in the Club or Hotel. The Club's staff has no medical training.

14. In the event of harm to the User's health, injury or cut, or feeling unwell while in the Club, the User must notify Club staff promptly.

15. Users are required to wear clean clothes and shoes suited for the type of activity they engage in at the Club. Users are required to wear swimming shoes with a rubber, non-slip sole in the toilets, shower rooms, Swimming Pool Zone, and Sauna Zone. Hotel room slippers are not permitted in the Club.

16. It is forbidden to wear clothing with the terms "coach", "personal instructor", "staff" or their equivalents in other languages on the Club's premises. These terms on the Club's facilities are only for Club employees, trainers, and instructors who work under contract with the Club.

17. Users must store their belongings in the lockers provided in the dressing rooms or in the Club's reception safe. These are the only places in the Club where Users' belongings can be kept. The company takes no responsibility for anything left on the Club's premises in locations not approved for this purpose. Users have free access to the Club's safe at the reception desk.

19. Lockers in the locker rooms are intended to store Users' personal things of low value relating to the use of the Club's services, such as clothes and shoes, towels, and cosmetics.

20. Lockers in the dressing rooms are not intended for storing valuables and lack the essential security equipment. Dressing rooms with lockers are unsupervised.

21. Valuable items (such as jewellery, watches, money, documents, mobile phones, and other items of above-average worth) should be given to Club staff to be stored in the Club's safe. The company takes no responsibility for valuables left in lockers in the changing rooms or elsewhere on the Club premises that have not been handed over to the safe at the Club reception.

22. The lockers are code-locked utilising chip bracelets. After entering the Club, the User is given a bracelet with a chip that allows him/her to use one free locker selected by the User.

23. The User must be cautious when closing the locker after keeping his or her belongings in it. The User must verify that the locker is correctly closed before exiting the dressing room.
24. If the locker does not work properly, the User must notify the Club staff. The Club personnel will double-check the lock's operation and, if necessary, offer the User another locker. The user should not utilise a locker that cannot be properly closed.
25. The User is required to take all items left in the locker in the dressing room and in the safe at the Club reception immediately after utilising the Club's services. When leaving, the User should leave the locker open.
26. The Club's heating, ventilation, air conditioning, lighting, and audio equipment can only be operated by Club staff.
27. With the exception of the Sauna Zone, dressing rooms, bathrooms, and shower rooms, the Club is controlled by video monitoring to ensure the highest level of safety.
28. Users may park in the Hotel's parking lot as long as there are places available. The parking lot rules are detailed in the regulations placed at the entrance to the Hotel's parking lot. Parking places in the Hotel's parking lot are with a charge; a price list is posted at the parking lot's entrance.

§3

The Rules of the Gym Zone

I. General Gym Zone terms of use

1. People under the age of 18 but over the age of 16 can use the Gym Zone in the presence of a parent or guardian or after showing written agreement to the Club staff statutory representative to use the Club - Gym Zone services. If the Club staff has any doubts about the authenticity of the representative's statutory declaration of consent to use the Club's services - Gym Zone, they may request that such a declaration be submitted to the Club in their presence, and if that is not possible, they can decline to permit such person to use Club services - Gym Zone.

2. People under the age of 16 may participate in group classes in the Gym Zone if: (i) such classes are dedicated to people their age group; and (ii) the legal representative provides the Club staff with written approval to use the Club's services.

If Club staff have any doubts about the authenticity of the representative's statutory declaration of consent to use the Club's services - group classes in the Gym Zone, they may request that such a declaration be submitted to the Club in their presence, and if this is not possible, they may refuse to allow such a person to use the Club's services - group classes in the Gym Zone.

3. The rules of payment for using the Gym Zone are included in the Price List.

4. In the Gym Zone, users must wear sportswear suited for the activity and sports footwear (which must be changed after entering the Club). Clean sportswear and shoes are required. It is not permitted to use the hotel room slippers in the Gym Zone.

5. To keep the Club's equipment and facilities clean, users must use towels while exercise. During activities that require the use of equipment, the User is obliged to use a towel that is placed on the equipment. Users must disinfect the equipment after use (disinfectants are available at the club).
6. There are no reservations for gym spaces or particular gym equipment.
7. When using the gym, the User is required to follow the Club staff's instructions and guidance.

II. Group training regulations

1. Group classes in the Gym Zone are held in accordance with the timetable available at the Club reception and on www.riverview.com.pl.
2. The User is obliged to inform the person leading group sessions of any health conditions that may jeopardise their safety and ability to exercise, as well as any injuries and, in the case of pregnant women, the fact that they are pregnant.
2. The User is obliged to inform the person leading group sessions of any health conditions that may jeopardise their safety and ability to exercise, as well as any injuries and, in the case of pregnant women, the fact that they are pregnant.
4. The company can arrange group class reservations. In this case, a reservation can be made through the Club's online reservation system, which is accessible to Hotel guests and customers with a paid entry ticket at the hotel lobby and Club reception. Access to the system is also available to consumers who have a ticket at their entry ticket.
5. In the event of schedule changes or emergency situations when a change is required due to previously unexpected events, the Company may implement changes to the type of group sessions, their starting times and completion, and the instructor who is leading group classes.
6. The payment criteria for using group training sessions are included in the Price List.

III. Personal training regulations

1. Users may only use personal trainers' services at the Club if they have a valid contract with the Company that allows them to receive coaching sessions from a personal trainer at the Club. The Payment Terms for Group Training Sessions are specified in the Price List.
2. The company in question may implement personal training reservations. In this case, a reservation can be made through the Club's online reservation system, which Hotel guests and customers with a purchased entry ticket can access at both the hotel and the Club reception. Customers with a valid entry ticket can also utilise the system.

§4

The Rules of Pool Zone

I. General Pool Zone terms of use

1. Only people above the age of 18 are permitted to use the Pool Zone. People under the age of 18 may stay in the Pool Zone only if they are constantly supervised by an adult guardian, and no more than three people under the age of 18 may be supervised by one guardian.
2. Persons under the age of 14 are allowed to use the Swimming Pool Zone until 8:00 p.m.
3. Children under the age of 3, as well as children at the age of 3 and older who do not use toilets, are allowed to use the Pool Zone only while wearing appropriate disposable cloth diapers.
4. VIP guests, hotel guests, and those who wish to use the Swimming Pool Zone must make a reservation in advance. The reservation can be made via the Club's online reservation system, which is accessible to Hotel Guests and Customers with a paid entry ticket at both the Hotel and Club receptions. Customers who have a ticket can also use the system. If Club Members wish to use the Swimming Pool Zone, no reservations are required.
5. The Payment Rules for Using the Swimming Pool Zone are included in the Price List.
6. Swimwear and footwear, including swimming flip-flops with a rubber, non-slip sole, are required in the Pool Zone. The bathing suit needs to be clean. A swimsuit is clothing used for recreational swimming and covering the body, made of quick-drying artificial materials. Men's swimsuits are swimming trunks, women's suits can be divided into one-piece and two-piece suits consisting of a bra and panties. Non-swimmers must wear sports clothes (which must be changed after entering the Club) or a bathrobe and flip-flop bathing shoes with a rubber, non-slip sole. Hotel slippers are not allowed in the Pool Zone.
7. Before entering the swimming pool or jacuzzi, the user needs to shower and thoroughly wash and rinse with soap. People who use washable cosmetics are required to remove their makeup.
8. Users who use or require diapers shall use disposable bathing diapers.
9. Users have to adapt their pool activity to their skills, abilities, and health status. In the absence of swimming skills, the user may only remain in the pool if accompanied by someone who has such abilities.
10. The swimming pool and jacuzzi may only be utilised in accordance with their appropriate rules and regulations.
11. Users are required to obey the Club's staff, particularly the lifeguard on duty in the Swimming Pool Zone.
12. Users are obliged to follow the Club's staff, particularly the lifeguard on duty in the Swimming Pool Zone.
13. It is forbidden in the Pool Zone to:
 - a) run,
 - b) jump into the water,
 - c) push or throw other people into the water,
 - d) waterboard other people, or engage in any other dangerous behaviour to the User or other people,

- e) use beach accessories such as inflatable toys, mattresses, pontoons, or other similar items that do not constitute Pool Zone equipment,
- f) use rescue equipment or other Club equipment for purposes other than those intended,
- g) pollute water.

14. It is not recommended to wear watches, jewellery, or other sharp objects when using the swimming pool or jacuzzi (unless for special purposes, appropriate for usage in water).

15. Guests with visible symptoms of infectious skin diseases or other infectious diseases, dermatomycosis, erythema, or similar illnesses, as well as those with open wounds or open cuts, a lack of personal hygiene, multiple injections on limbs, difficulty breathing, or balance problems, are not permitted to enter the Pool Zone. The club staff has the authority to forbid such guests entry to the Pool Zone for their own and other people's safety.

16. In the Pool Zone, extreme caution is suggested. To avoid slips, move more slowly and cautiously than usual, especially when going through wet regions.

17. The use of the Pool Zone may be impossible or limited due to limitations in capacity, circumstances requiring service, repair, water replacement, disinfection, or failure or due to group lessons being conducted.

II. Guidelines for Using Group Classes at the Pool

1. The Club may organise group classes in the swimming pool (this results in the pool being closed to non-members of the group classes). The timetable for the group classes will be accessible at the Club reception as well as on the website www.riverview.com.pl once they have been organised.

2. In the event of schedule changes or emergency situations when a change is required due to previously unexpected events, the Company may implement changes to the type of group sessions, their starting times and completion, and the instructor leading group classes.

3. The Company may provide group class reservations. In this instance, a reservation can be made via the Club's online reservation system, which Hotel guests and customers with a paid entry ticket can access at the hotel lobby and Club reception. Customers who have purchased an entry ticket may have access to the system on their entry tickets.

5. The payment criteria for using group training sessions will be included in the Price List.

6. The user must inform the person leading group sessions of any health conditions that may jeopardise their safety and ability to exercise, as well as any injuries and, in the case of pregnant women, the fact that they are pregnant.

7. When attending group classes, the User is required to follow the group class instructor's instructions.

§5

Sauna Zone Usage Guidelines

I. General Sauna Zone terms of use

1. Only guests above the age of 18 are permitted to enter the Sauna Zone. Because of their unprepared thermoregulation mechanism, small children are not permitted to use saunas.
2. VIP visitors, hotel guests, and others who want to use the Sauna Zone are required to arrange a reservation in advance. The reservation can be made via the Club's online reservation system, which is accessible to Hotel Guests and Customers with a paid entry ticket at both the Hotel and Club receptions. Customers who have an entry ticket can also use the system. A reservation is not necessary for Club Members who plan to use the Sauna Zone.
3. The Price List contains the payment criteria for using the Sauna Zone.
4. In the Sauna Zone, users are required to wear a sauna suit (bathrobe, towel, pareu, sauna sheet) or swimsuit, as well as bathing flip-flops with a rubber non-slip sole. The elements of sauna suit and swimsuits should be clean. Entering the Sauna Zone while wearing hotel slippers is not permitted.
5. Users may enter saunas naked or in sauna suits; however, entering sauna in a swimsuit is not permitted. Saunas are only accessible barefoot (flip-flops are not allowed).
6. Except for the dry and steam saunas, it is forbidden to move around the Sauna Zone without a sauna suit or swimsuit.
7. The Sauna Zone user is aware of the possibility of being in proximity of naked or partially clothed persons.
8. Saunas should only be used for their intended purpose.
9. The Sauna Zone provides a serene and pleasant atmosphere. Users are obliged to keep silence in order to make Sauna Zone users as comfortable as possible, and yelling, loud chatting, and using telephones are prohibited. Smartphones and music players are also prohibited. Users who disobey any of these regulations may be asked to leave the Sauna Zone.
10. Users are obliged to follow the instructions of the Club's staff.
11. Users should read and follow the guidelines and instructions presented in the Sauna Zone.
12. It is prohibited to:
 - a) eat or drink in the sauna;
 - b) bring anything other than towels into the sauna;
 - c) place anything on or near burners, including towels, garments, swimwear and sauna suits.
13. Guests should consult their doctor before using the sauna to determine any potential contraindications.
14. Guests with visible symptoms of infectious skin diseases or other infectious diseases, dermatomycosis, erythema, or similar illnesses, as well as those with open wounds or open cuts, a lack of personal hygiene, multiple injections on limbs, difficulty breathing, or balance problems, are not permitted to enter the Sauna Zone. The club staff has the authority to forbid such guests entry to the Sauna Zone for their own and other people's safety.
15. Furthermore, saunas cannot be used by anyone who:

- a) is under the influence of medicines that impact blood circulation and cellular metabolism, such as antihistamines, beta-blockers, or calming medications.
- b) suffers from acute rheumatic problems,
- c) suffers from cardiac disorders, including cardiovascular problems, coronary disease, hypertension, and related ailments,
- d) has circulatory system illnesses, particularly thrombophlebitis,
- f) suffers from pulmonary diseases, including asthma, colds, and associated illnesses,
- f) suffers from thyroid diseases,
- g) is after strokes,
- h) suffers from cancer,
- i) has infectious diseases,
- j) suffers from epilepsy or claustrophobia,
- k) is pregnant and menstruating women,
- l) has subfebrile temperature.

16. The Sauna Zone is organised by the Club's staff, which includes the operation and adjustment of Sauna Zone devices and equipment, as well as sauna sessions. Users are not permitted to alter the devices and equipment in the Sauna Zone on their own without permission.

II. Sauna bath in both a dry and a steam sauna

1. Before entering the saunas, the user needs to shower and thoroughly wash and rinse with soap and then dry themselves. People who use washable cosmetics are required to remove their makeup.
2. Sauna baths in any sauna should not last more than three cycles. A cycle consists of the body warming up phase, the body cooling phase, and the rest phase.
3. It is recommended that guests spend no more than 15 minutes in the sauna at a time.
4. It is advised to avoid physically demanding tasks after using the sauna.
5. When feeling unwell, it is advised to stop the session and leave the sauna.
6. Users should enter the sauna barefoot; swimming shoes, such as flip-flops, should be placed in front of the sauna in a spot that does not obstruct passage or provide a danger to others.
7. When using a sauna, it is best not to wear watches, jewellery, or other metal items, and to remove glasses and contact lenses.
8. Users should enter and exit the sauna with caution and calm.
9. In order to maintain the desirable temperature during sauna baths, it is necessary to avoid opening the sauna door too frequently.

A. Additional guidelines for using a dry sauna

1. When using a dry sauna, a towel should be placed under the entire body, including the feet, to avoid direct body contact with sauna equipment.
2. When staying in a dry sauna, it is recommended to start with the lowest benches, gradually moving to higher ones depending on one's physical and mental state.

B. Additional guidelines for using the steam sauna

1. The User is required to rinse the seat he or she uses before and after using the steam sauna.
2. Users are not permitted to use towels while in the steam sauna.

§6

Contact with the Company, complaints, and amicable dispute resolution

1. The User may submit comments regarding the services provided in the Club, as well as contact us on all other matters related to the use of the Club based on the Regulations with the Company, to the following address: Sienna Hotel sp. z o. o., 49 Emilia Plater Street, 00-125 Warsaw, or by sending an e-mail to: riverview@ihg.com.
2. Guests visiting the Club have the right to make complaints about the Club's services to the following address: Sienna Hotel sp. z o.o., 49 Emilia Plater Street, 00-125 Warsaw or by sending an e-mail to the following e-mail address: riverview@ihg.com
3. To submit a complaint, the complainant needs to provide his name, surname, address or e-mail address, and a brief explanation of the condition of the matter. Complaints are assessed within 14 days, and replies are made in the manner stated in the complaint notification, or, if one is not provided, in the manner in which the complaint was received. If no e-mail address is provided, the response will be mailed to the complainant's address.
4. A client or customer who is the user may use other dispute resolution forms by:
 - a) settling the case by Permanent Consumer Arbitration Courts at Regional Inspector of Commercial Inspection
 - b) submitting one's claim to Regional Inspector of Commercial Inspection about initiation of proceedings for out-of-court settlement of the dispute,
 - c) contacting the municipal or district consumer advocate or a social group mandated by law to protect consumers.
5. The platform is also available at <http://ec.europa.eu/consumers/odr>, which is an online dispute resolution system (ODR platform) for consumers and businesses at the EU level. The ODR platform is a website where consumers may submit complaints regarding contractual

responsibilities related to online sales contracts or service contracts made between European Union consumers and European Union businesses.

6. It is conceivable and voluntary to use out-of-court dispute resolution options once the complaint procedure has been completed.

7. The online address for the Regional Inspector of Commercial Inspection in Warsaw is www.wiih.gov.pl. The website addresses of Regional Inspectors of Commercial Inspection and Permanent Consumer Arbitration Courts are available at www.uokik.gov.pl/wazne_adresy.php. Additionally, there is a list of institutions that deal with out-of-court proceedings to settle consumer complaints on www.uokik.gov.pl, as well as information about the types of cases that various entities deal with. Out-of-court procedures for resolving complaints and pursuing claims can be found on www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.

§7

Withdrawal from a distance contract

1. The user being a consumer has the right, without giving a reason, to withdraw from a distance contract (including over the Internet) within 14 days of the date of signing the contract.

2. To withdraw from the contract, the User is required to submit an appropriate declaration. A sample contract withdrawal declaration is accessible on the website www.riverview.com.pl; however, using the template is not obligatory. Statements should be sent to the following address: Sienna Hotel sp. z o.o. 49 Emilia Plater Street, 00-125 Warsaw or by e-mail to: riverview@ihg.com.

3. In relation to the withdrawal right indicated in Section 7 of the Regulations, the User may begin using the Club's services 14 days after the contract is signed. The User may begin using the Club's services prior to the expiration date by notifying the Club in writing or by selecting the applicable checkbox on the service purchase form.

4. If a User withdraws from the contract before the start of Club services, the Company will return the full fee to the User who made the withdrawal.

5. In the event of an approved withdrawal from the contract after the Club User has begun using the services, the Club User will be charged a cost proportionate to the time spent using the services prior to the contract's termination. The remaining amount will be returned.

6. The right to withdraw is not available if the User has used the entire service that was purchased.

7. Unless the User specifies otherwise, the Company refunds the charge to the User who successfully withdraws from the contract within 14 days of the date of withdrawal in the same method in which the fee was paid.

§8

The final provisions

1. These Terms and Conditions apply from 1.11.2023 r.
2. The Regulations may be altered for significant reasons, i.e. when the change implementation is justified by:
 - a) changes in the range or type of the Club's services,
 - b) service process changes or the intention to improve the quality of services delivered,
 - c) comfort or safety reasons of those who use the Club's services,
 - d) necessity to ensure that the Club's social coexistence standards are followed,
 - e) modification to the system for determining eligibility to use Club services,
 - f) change of the Club's name, address, e-mail address, or other details, change of information required for users to send complaints or withdraw from the contract, change of administrator details, change of addresses to websites specified in the Regulations,
 - g) change in generally applicable legal standards or the result of a court or administrative decision.
3. In the case of users who use the Club on a continuous contractual basis, the Company is obligated to deliver the content of the modified Regulations, as well as a list of changes made, to such persons by sending a notification to the e-mail address indicated by such persons, in a format that allows them to be printed and saved on your computer's disc.
4. The Company is required to send the details of the modified Regulations, as well as a list of changes made, at least 30 days before their implementation. This period may be shortened if a change to the Regulations is caused by a change in generally applicable provisions of law and the time between the publication of the legal act necessitating the change and its entry into force is less than 30 days, or the change will be caused by a court judgement or administrative decision that necessitates its implementation in less than 30 days.
5. If a person using the Club under a continuous contract does not agree to the change introduced in the Regulations, the contract may be terminated on the day of its entry into force, with effect on the last day of the period billing date or the day preceding the introduced change's date of entry into force. The notice of termination is required to be in writing and addressed to Sienna Hotel sp. z o. o., 49 Emilia Plater Street, 00-125 Warsaw, or submitted at the Club reception or sent by e-mail to the e-mail address: iodo.warsaw@ihg.com.
6. If the contract terminates during the settlement period, the charge for services rendered is calculated in accordance with the contract terms.
7. The administrator of Club users' personal data is the Company - Sienna Hotel sp. z o. o., 49 Emilia Plater Street, 00-125 Warsaw. The Privacy Policy, which is available at <https://warszawa.intercontinental.com/>, has detailed information about personal data processing.
8. General legal provisions apply in cases not covered by these Terms and Conditions.

Personal Data Administrator Information Clause

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the Regulation), we hereby inform you:

Data administrator	The administrator of your personal data is Sienna Hotel Sp. z o. o. with its registered office at ul. Emilii Plater 49, 00-125 Warsaw, and can be contacted at iodo.warsaw@ihg.com
Contact details of the administrator	You can contact the Data Controller in person or via email at [email address] or by phone at +48 22 328 8888, or through the toll-free hotline: 00800 311 1216. Additionally, you can contact them in writing at the registered address: Sienna Hotel Sp. z o. o., ul. Emilii Plater 49, 00-125 Warsaw.
Data Protection Officer:	The Data Protection Officer can be contacted via email at iodo.warsaw@ihg.com or in writing (at the registered address). The Data Protection Officer can be contacted for all matters related to the processing of personal data and the exercise of rights related to data processing.
Data categories	The Administrator processes, in particular, the following categories of your personal data: 1) Identifying information (e.g., name, surname), 2) Contact details (e.g., address, phone, email), 3) Image (related to the use of video surveillance).
Source of personal data	The Administrator obtains your data directly from you.
Purposes and basis of data processing	The Administrator will process your data for the purpose of: 1) Providing services offered by the RiverView Wellness Centre located at the InterContinental Warsaw hotel (legal basis: Article 6(1)(a) of the Regulation), 2) Fulfilling the contract and obligations arising from it concluded by the Administrator with you (legal basis: Article 6(1)(b) of the Regulation), 3) Establishing, pursuing, or defending claims (legal basis: Article 6(1)(f) of the Regulation), 4) Legitimate interests pursued by the administrator.
Data storage period	Personal data of parties to contracts will be stored as follows: 1) For the purpose of providing services by the RiverView Wellness Centre based on consent, for a maximum period of 3 months. 2) For the purpose of providing services based on a contract and fulfilling legal obligations imposed on the Administrator, for the period during which legal regulations require the storage of documentation and the fulfillment of obligations arising from them, in particular: <ul style="list-style-type: none"> • For tax documentation – for a period of 5 years from the end of the calendar year in which the tax payment deadline expired. • For accounting documentation – for a period of 5 years from the end of the calendar

	<p>year in which transactions, operations, and related proceedings were completed, settled, paid, or expired.</p> <p>3) For the purpose of establishing and pursuing own claims or defending against claims submitted – until the expiration of potential claims arising from the contract or another title related to the concluded contract.</p> <p>4) Recordings from video monitoring for a maximum period of 90 days from the date of recording.</p>
Personal data recipients	<p>For the purposes mentioned above, your personal data may be disclosed by the Administrator to the following recipients or groups of recipients:</p> <p>1) entities authorized to receive personal data under relevant legal provisions, 2) entities with whom the Administrator cooperates and has entered into data processing agreements."</p>
Automated decision-making and profiling	<p>The Administrator will not make decisions based solely on automated processing of personal data.</p>
Rights of personal data subjects	<p>In accordance with the Regulation, you have the right to:</p> <p>1) obtain confirmation of whether your data is processed by the Administrator and the right to access your data (Article 15 of the Regulation), 2) rectify and complete your data (Article 16 of the Regulation), 3) request the restriction of processing your data (Article 18 of the Regulation), 3) request the erasure of your data (Article 17 of the Regulation).</p> <p>You have the right to object at any time, on grounds relating to your particular situation, to the processing of your data for the purpose of the legitimate interests pursued by the Administrator. In such a case, the Administrator may continue processing the data if it demonstrates compelling legitimate grounds for the processing, which override your interests, rights, and freedoms, or for the establishment, exercise, or defense of legal claims (Article 21(1) of the Regulation).</p> <p>You also have the right to lodge a complaint with the President of the Personal Data Protection Office if you suspect that the processing of your personal data violates the provisions on the protection of personal data.</p>

The provision of personal data processed by the Administrator is voluntary, but necessary for the provision of services by the RiverView Wellness Centre.