

INTERNAL RULES

Rules of “Vichy” Aqua Park (hereinafter referred to as the Rules) is the part of the “Vichy” Aqua Park Service Agreement

1. GENERAL

General Provisions

- 1.1. “Vichy” Aqua Park (hereinafter referred to as the Aqua Park) is a leisure and entertainment complex located in Ozo str. 14C in Vilnius, which consists of bath areas, a swimming pool and the area of descending tracks, as well as other water attractions. An Operator of Aqua Park (hereinafter referred to as the Operator) is UAB “Vandens Parkas” (registered office: Ozo str. 14C, Vilnius, identification code: 300023589, VAT payer’s code: LT100001025317). Visitor is every person who is entertaining in the Aqua Park after having obtained a ticket in the manner prescribed by the Operator or otherwise has legally obtained an Operator’s permission to enter the Aqua Park.
- 1.2. The legal relationship between the visitor and the Operator is defined by these Rules, the Civil Code and other applicable legislation.
- 1.3. The “Vichy” Aqua Park Service Agreement (hereinafter referred to as the Agreement) shall be concluded hereupon a person buys a ticket or otherwise legally acquires the Operator’s permit or approval to use the Aqua Park. The Operator gives permission to use the Aqua Park only in accordance with the terms and conditions of this Agreement.
- 1.4. These rules shall be the part of the “Vichy” Aqua Park Service Agreement and shall be mandatory for all people present in the Aqua Park. All persons present in the Aqua Park must observe the requirements set out in these Rules. A visitor shall acquire the right to use the services of the Aqua Park only after acquiring an Aqua Park ticket or otherwise having legally obtained the Operator’s permission to enter the Aqua Park.
- 1.5. These rules establish the procedure for the service of the visitors of the Aqua Park (service provision), obligatory safety, hygiene and other requirements for visitors, the rights, duties and responsibilities of the Operator and visitors. The rules have been drawn with the intention of ensuring pleasant rest and good mood of every visitor in the Aqua Park as well as avoiding unpleasant misunderstandings, injuries or other losses.
- 1.6. By concluding an agreement with the Aqua Park, a visitor or legal representatives of a visitor (parents, guardians) allows the Operator or his authorized third party to collect and record personal data in accordance with the provisions of the Agreement, these Rules or other legislation valid and applicable to the visitor in the Aqua Park. The Operator may record and process the personal data of a visitor (in the form of photographs, video and other audio and visual information records), including cases where a person has used the Aqua Park without the consent of the Operator, or despite the prohibition of the Operator, or otherwise used the services of the Aqua Park illegally, as well as in cases where the Operator or his authorised persons cancelled a ticket purchased by the person due to a violation of the established Rules. The Operator shall have the right to collect, record, enter, store information about the person in text, audio and visual data media, manage, redo, use, broadcast and/or delete this data. The Operator or third parties invoked by him shall have the right to photograph and film or otherwise capture a visitor in the territory of the Aqua Park. All rights related to the capture shall belong to the Operator. The Operator shall have the right to use the captured material gratis for marketing or other legitimate purposes.
- 1.7. Disputes and disagreements concerning the Rules, violation thereof and responsibility for the use of the Aqua Park shall be resolved by mutual negotiation. In case of failure to resolve them by mutual negotiation, both Parties shall have the right to apply to the court in Vilnius city according to the procedures prescribed by the laws of the Republic of Lithuania.

Right to use the Aqua Park services

- 1.8. Considering the exceptions provided for in these Rules, the persons of all ages shall have the right to use the services of the Aqua Park. The visitors under 14 years of age can use Aqua Park services only with accompanying adult person. The visitors from the age of 14 to 16 can use the Aqua Park services only upon submission of a valid consent form specified by the Aqua Park signed by the parent (guardian). The consent form is given in the Aqua Park and is available on the Aqua Park website.
- 1.9. The visitors from the age of 14 to 16 are allowed to the Aqua Park only if a valid consent form specified by the Aqua Park signed by the parent (guardian) has been submitted to the staff of Aqua Park. The consent shall be submitted to the staff of the Aqua Park personally by one of parents (guardian), who signed it, and it shall be valid for the period specified in the consent (but not more than one year).
- 1.10. Children under the age of 14 and persons with a disability shall have the right to visit the Aqua Park only with accompanying adults who supervise them and who are responsible for complying with these Rules together with such persons.
- 1.11. The visitors from the age of 14 to 18 and adolescents present in the Aqua Park without accompanying persons must:
 - 1.11.1. wear life-saving means (rescue vests, airbags (floats) on the hands, etc.) in the Aqua Park according to the instructions of the Aqua Park staff (when the Water Park staff considers it obligatory or necessary). Rescue means referred to in this clause of the Rules may be brought by the visitors to the Aqua Park by themselves or may be rented or purchased at the Aqua Park for a specified fee.
 - 1.11.2. To observe the requirements for the use of amusements and these Rules. The visitors indicated in this clause of the Rules shall have the right to use not all attractions of the Aqua Park. Information about restrictions on the use of amusements is indicated at each attraction or the rescuer shall have the right to specify it.

Ticket price and purchase order

- 1.12. Due to technical faults, the Water Park may temporarily forbid using particular services such as jacuzzi, water slides, wave pool, bathhouses, etc. In all the above-mentioned cases ticket price shall not be recalculated or refunded to visitors.
- 1.13. Operator is entitled to request visitors, who intend to purchase preference tickets, to submit ID or any other document to prove visitor status (disability certificate, student certificate, etc).
- 1.14. In case of doubts about visitor age, the Water Park cashier is entitled to request personal identification (passport, learner / student certificate , etc.).

Electronic wristband, its purpose and usage

- 1.15. According to visitor's age and other criteria set by the rules, the Water Park cashiers shall give each visitor, who has obtained a ticket or permit, an individual electronic wristband.
 - 1.15.1. Visitors from 0 to 18 years of age be given red electronic wristbands. These visitors shall be granted a credit of 20 Eur. This amount may be used to pay for services at the Water Park. Tobacco products shall not be sold to visitors under 18. Alcoholic drinks shall not be sold to visitors under 20.
 - 1.15.2. Visitors over 18 shall be given blue, green or yellow electronic wristbands. These visitors shall be granted a credit of 60 Eur. This amount may be used to pay for goods and services at the Water Park. Alcoholic drinks shall not be sold to visitors under 20.

- 1.16. Having exhausted the credit (i.e. a visitor fully uses his/her credit), all visitors of the Water Park must pay their credit account in cash or by card. After a visitor fully pays his/her credit account to the personal lockers administrator, a visitor may, upon his/her request, be granted a new credit.
- 1.17. The Water Park visitors in their wristbands must pass the entrance gate one by one and have their wristbands scanned at the entrance gate.
- 1.18. In case if one fails to have his / her wristband scanned, the gate will not open to let him/her into the Water Park and electronic wristband will not be activated for Water Park services and paying for them and/or goods purchased inside.
- 1.19. Persons without electronic wristband shall not be admitted to the Water Park, except persons under 3 years of age.
- 1.20. Visitor's electronic wristband allows unlocking and locking individual lockers in the changing area. Information terminals can provide visitors with information on time spent inside the Water Park, number of individual lockers and credit balance.
- 1.21. Visitor timer inside the Water Park shall be switched on from the moment of passing entrance gate or automatically in 5 minutes after a cashier has given the wristband. In case a visitor hasn't come or was late to enter Aqua Park, money for the ticket shall not be returned back.
- 1.22. Leaving the Water Park each visitor must sign out at the exit cash-desk. By doing this exact time spent at the Water Park is indicated (however, the time is not stopped at the cash-desk) and payable amounts for the provided Water Park services and/or purchased goods are calculated. The time spent by a visitor at the Water Park shall be stopped after a visitor puts the wristband into a special collector and passes through the exit gate.
- 1.23. Additional time spent at the Aqua Park (the time, which has not been settled for by obtaining electronic wristband) or lag (the time, which has passed after the Water Park business hours) shall be automatically charged according to the Water Park price list and visitors pay at exit cash-desk.
 - 1.23.1. In case ticket time limit is exceeded (or delayed), the fee for extra time is calculated from the first minute at each 15-minute interval;
 - 1.23.2. The owner of the adults ticket pays extra fee of 6.25% for each 15-minute interval;
 - 1.23.3. The owner of the children ticket (3-6 and 7-17 years old) pays extra fee of 6.00% for each 15- minute interval;
- 1.24. Visitors cannot leave the Water Park territory without signing out , i.e. after a visitor pays, puts the wristband into a special collector and passes through the exit gate.
- 1.25. In case a visitor wishes to access the Water Park territory repeatedly, he/she must obtain a new ticket.
- 1.26. Point 1.25 provisions shall not be applied, if a visitor is forced to leave the Water Park through specific exit (e.g., in case of evacuation). In such cases electronic wristbands must be left with accompanying personnel or chief cashier.
- 1.27. In case a visitor leaves the Water Park beforehand, i.e., he/she fails to stay inside for the whole time purchased, money shall not be refunded.
- 1.28. A visitor can use his/her electronic wristband for paying in bars, restaurants or for any Water Park services. He/she must cover the exceeded credit balance at exit cash-desk.
- 1.29. In case a visitor fails to pay for extra time spent inside the Water Park and/or services provided, the amount due shall be recovered in accordance with the law of the Republic of Lithuania.
- 1.30. If visitors are uncertain about the procedure of using the electronic wristband, they can address any cashier of the Water Park or administrator of personal lockers.

Other general information

- 1.31. Under safety considerations the Water Park has mounted surveillance cameras that take a picture of every visitor passing the entrance gate.

- 1.32. Having passed the entrance gate visitors must put their outerwear and shoes in special bags and leave them in locker-rooms.
- 1.33. Each visitor must have his/her own swimming attire.
- 1.34. Visitors may bring their own towels or rent them from the administrator of personal lockers zone of the Water Park.
- 1.35. While at the Water Park, visitors shall wear slippers suitable for humid environment. Visitors who do not have such slippers may buy them in the "Honolulu Market" in the lobby.
- 1.36. Towels and bathrobes may be rented at the Water Park. In such case, information on the provision of such services shall be entered in the electronic wristband. Rented towels and bathrobes shall be returned to the rent point to the administrator of personal lockers, where this information shall be entered in the electronic wristband. If the rented items are not returned, at exit ticket office he/she pays the penalty, defined in art. 8.4.
- 1.37. While at the Water Park, visitors shall leave their personal belongings in the cloakroom and in personal lockers. Locking the lockers is the responsibility of visitors; therefore the administration of the Water Park recommends that visitors make sure their lockers are secure.**
- 1.38. The Water Park locker-boxes user instructions are given in places of change.
- 1.39. The Water Park locker-rooms have paid safes. Information on safe usage can be provided by the Water Park locker-room personnel.
- 1.40. In case of disappearance of personal things we insist that you address any Water Park administration member immediately. **Water Park is not responsible for lost personal items.**
- 1.41. Things lost by visitors at the Water Park and later found by other visitors or the Water Park personnel shall be either stored at the Water Park or transferred to the police under legal acts of the Republic of Lithuania at operator's discretion.
- 1.42. Visitors are allowed to change clothes only in specifically designed cabins.
- 1.43. Following hygiene requirements, all visitors entering water zones of the Water Park are requested to take a shower and use soap.**
- 1.44. in order to ensure the sanitary condition of the Aqua Park, all visitors entering the water areas of the Aqua Park must take a shower (using soap or other measures of cleanliness), and, if necessary, to visit the toilet..**
- 1.45. Visitors must leave water zones of the Water Park immediately, if a lifeguard demands.**

2. VISITORS' RIGHTS AND LIABILITIES

- 2.1. Visitors are entitled to:
 - 2.1.1. request the Water Park authorized person to be introduced to the rules before they start using services of the Water Park.
 - 2.1.2. use of the Water Park services only having made a payment for selected time in the park or having obtained a right to use the Water Park services in any other way set by Operator.
 - 2.1.3. request compensation for loss they have suffered under these rules and legal acts of the Republic of Lithuania.
- 2.2. Visitors undertake to:
 - 2.2.1. strictly observe the rules and recommendations while at the Water Park and using its services.
 - 2.2.2. wear and use his/her electronic wristband while at the Water Park using its services.
 - 2.2.3. obey the instructions of the operator's representatives concerning safety requirements and compliance with these rules at the Water Park.

3. OPERATOR RIGHTS AND LIABILITIES

- 3.1. Operator is entitled to:

- 3.1.1. deny admittance of persons, whose behaviour may disturb the Water Park order, be dangerous to safety of other visitors and hygiene and/or be in conflict with acceptable behaviour norms ;
- 3.1.2. block the Water Park admittance to persons, who object or do not understand following the Rules;
- 3.1.3. change the Water Park service range and/or service tariffs at any time without prior notice;
- 3.1.4. require visitors to leave the Water Park, if they continue violating the Water Park Rules after being warned. In such cases money shall not be refunded to such visitors.**
- 3.2. Operator undertakes to:
 - 3.2.1. provide visitors with the Water Park services in compliance with legal acts of the Republic of Lithuania.

4. RECOMMENDATIONS TO VISITORS

- 4.1. The Water Park administration recommends that visitors to the Water Park make sure their health condition allows them to use the Water Park services .
- 4.2. Due to variety of the Water Park attractions as well as physical or mental condition of individual visitors, some attractions may not be recommended.
- 4.3. Visitors, who wear any type of glasses, are recommended to use the Water Park services only having secured their glasses with special bands.
- 4.4. Visitors are highly recommended not to bring expensive and valuable things (jewellery, rings, watches, cell phones, etc.) which may be lost or spoiled because of humidity to the Water Park.
- 4.5. It is forbidden for visitors to use any of the Water Park services wearing any type of jewellery.
- 4.6. Recommendations related to provision of particular services are given in other sections of the rules.

5. GENERAL RULES OF SAFE BEHAVIOUR

The Water Park strictly forbids:

- 5.1. shouting, whistling, misleading lifeguards by unreasonable cries for help, running (a visitor may slip and hurt him/herself) and pushing;
- 5.2. wearing improper swim attire (e.g., underwear) or being undressed;
- 5.3. to spit on the floor and into the water, to ease oneself (to pass urine) outside the toilet;
- 5.4. climbing attractions, handrails, decorations or otherwise destroying the Water Park inventory;
- 5.5. sliding handrails and climbing steel constructions;
- 5.6. To leave the child under 14 years of age without a supervision of an adult person. A child between the ages of 14 and 16 can entertain in the Aqua Park without a supervision of an adult person only if he meets the height requirement set out in clause 1.8 of the Rules and a valid consent of parents (guardians) of established form has been submitted to the Operator.
- 5.7. persons under 20 using and buying alcohol and persons under 18 buying tobacco products;
- 5.8. bringing food, drink, glass and sharp things to the Water Park;
- 5.9. bringing bags;
- 5.10. smoking;
- 5.11. taking pictures or filming, except by individual permission;
- 5.12. wearing outdoor footwear, unless in the lobby;
- 5.13. wearing improper footwear in water ;
- 5.14. pushing, unruly behaviour, disturbing other visitors ;
- 5.15. The Water Park access is strictly denied to:**

- 5.15.1. persons ill with infectious, viral or other communicable diseases; persons with open lesions and/or other health disorders, which may be harmful to health and/or life of themselves or other visitors;
- 5.15.2. persons under influence of alcohol, drugs or psychotropic materials. The Water Park personnel (lifeguard service) is entitled to request taking alcohol test (maximum allowable norm is 0,4 per mill) and ask to leave the Water Park premises without refunding their entrance fee;
- 5.15.3. persons with pets;
- 5.15.4. the persons whose behaviour endangers the Aqua Park, the safety and hygiene status thereof, or contradicts the rules of good behaviour adopted in society.
- 5.16 with regard to visitors' state of health, persons in poor health (heart diseases, head traumas, etc.) shall not use extreme water slides and baths of the Water Park because this may present risk of injury.

6. SWIMMING POOL AND WATER SLIDE ZONE RESTRICTIONS

Swimming pool restrictions:

- 6.1. it is forbidden to bring lifebuoys unsuitable for particular slides or attractions;
- 6.2. it is forbidden to bring own inventor (balls, toys, etc.);
- 6.3. it is forbidden for children under 6 to swim in open swimming pool without fins (hand lifebuoys) or life-jackets;
- 6.4. it is forbidden to jump into swimming pool from its edge, run along swimming pool edge and swim in forbidden places;
- 6.5. it is forbidden to dive into swimming pool;
- 6.6. it is forbidden to get into and out of swimming pools and jacuzzi in unspecified places;
- 6.7. it is forbidden for children under 3 to swim in swimming pool without swimming diapers ;
- 6.8. it is forbidden to violate instructions and rules for slide and other attractions. In case of uncertainty one should address lifeguards.

Water slide zone restrictions:

- 6.9. It is forbidden to use water slides for visitors who fail to comply with requirements of those particular slides.
- 6.10. It is forbidden to use water slides with additional devices, unless they are specific lifebuoys.
- 6.11. It is forbidden to enter water slide opening at red light or when the Water Park personnel (lifeguards) forbid doing so;
- 6.12. It is forbidden to create situations, which could impose threat to other visitors of the Water Park.
- 6.13. It is forbidden to run up and jump into water slide opening to increase sliding speed.
- 6.14. It is forbidden to slide in groups;
- 6.15. It is forbidden to slide in other positions than indicated by particular water slide information and rules;
- 6.16. It is forbidden to use water slides for people under influence of alcohol, drugs or psychotropic materials;
- 6.17. It is forbidden to use water slides for people with plastered or bandaged limbs;
- 6.18. It is forbidden to use water slides, when their operation is stopped due to technical reasons;
- 6.19. It is forbidden to wear watches or other jewellery that could harm visitors and/or the Water Park inventory;
- 6.20. It is forbidden to use dormant attractions;
- 6.21. It is forbidden for pregnant women to use water slides;
- 6.22. It is forbidden for visitors, who cannot swim, to use attraction "Rapa Nui trench", which is 3.60 metres deep;

- 6.23. Having slid a water slide, one must immediately leave the landing pool;
- 6.24. Visitors must comply with the safety rules of each particular attraction;
- 6.25. The Water Park visitors must comply with particular rules given at the beginning of each water slide.

7. BATHHOUSE ZONE BEHAVIOUR RULES

- 7.1. Visitors are requested not to make noise in the bathhouse zone.
- 7.2. It is necessary to have a towel in the bathhouse space. If you don't have one, you can rent it in the changing zone on the ground floor.
- 7.3. Before entering swimming pools, jacuzzi, bathhouses and after using bathhouses and lavatories, one must take a shower.
- 7.4. Visitors must enter a bathhouse/sauna only with a big towel, which must be spread on wooden plank-beds under the whole body.
- 7.5. Visitors must leave their slippers at the entrance to each bathhouse.
- 7.6. Visitors must spread their towels on relaxation zone chair-beds and plank-beds under the whole body.
- 7.7. It is not recommended to wear jewellery in bathhouse zone.
- 7.8. It is not allowed to preoccupy seats in bathhouses in advance.
- 7.9. In bathhouses it is forbidden to:**
 - 7.9.1. Bring and use own infusions, extracts and lambastes.
 - 7.9.2. Pour water on stones by yourselves.
 - 7.9.3. Use cosmetics.
 - 7.9.4. Adjust bathhouse equipment.

8. LIABILITY

- 8.1. Visitors, who cause damage to the Water Park, its inventory, property and/or health of other visitors, shall be liable in accordance to the law of the Republic of Lithuania. Liability for damage caused by underage visitors or the disabled shall be transferred to their parents or guardians.
- 8.2. Parents, guardians or other accompanying persons of underage visitors shall be liable for introducing the Aqua Park Rules to minors or the disabled and for compliance with the Rules. The persons accompanying the minors shall undertake and must ensure that the persons they accompany observe all the provisions and requirements of the Aqua Park rules.
- 8.3. Visitors using electronic wristbands of other types or other people's wristbands must pay a fine of 12 Eur.
- 8.4. If the duration of a stay at the Water Park, the amount of credit used or other identifying data (locker number, photo, etc.) of a visitor over 17 years of age, who has lost his/her electronic wristband, are known, he/she shall pay a fine of 15 Eur for the lost wristband to the operator upon leaving and pay for the goods and services acquired at the Water Park. If a visitor over 17 years of age, who has lost his/her electronic wristband, cannot be identified according to the above evidence, he/she shall pay a fine of 60 Eur. If the duration of a stay at the Water Park, the amount of credit used or other identifying data (locker number, photo, etc.) of a visitor of 3-17 years of age, who has lost his/her electronic wristband, are known, he/she shall pay a fine of 10 Eur for the lost wristband to the operator upon leaving and pay for the goods and services acquired at the Water Park. If a visitor of 3-17 years of age, who has lost his/her electronic wristband, cannot be identified according to the above evidence, he/she shall pay a fine of 30 Eur. A fine for the lost cloakroom number tag shall be 4 Eur. A fine for the damaged or unreturned towel shall be 10 Eur, for a bathrobe shall be 25 Eur.

- 8.5. Having suffered property and/or non-property damage a visitor must immediately inform any Water Park employee and indicate the place, time and circumstances of the incident. If a visitor fails to comply with this provision, overdue complaints shall not be processed.
- 8.6. In case a visitor suffers property and/or non-property damage through Operator's fault, the latter shall be liable in accordance with law of the Republic of Lithuania.
- 8.7. In case a visitor finds a wristband, he/she is requested to hand it to any employee of the Water Park .
- 8.8. Operator shall not process visitor's claims and be liable for property and/or non-property damage suffered by a visitor, unless such visitor has followed requirements and/or recommendations.
- 8.9. The operator shall bear no responsibility for the visitors' personal belongings or for loss of and/or damage to the said, including visitors' swimming attire that was damaged on the water slides.
- 8.10. The Operator reserves a right to apply a penalty fee up to 25 Eur at his own discretion.

THANK YOU FOR FOLLOWING OUR INNER DISCIPLINE RULES

REMEMBER: ONLY YOU ARE LIABLE FOR YOUR SAFETY AND SAFETY OF OTHER VISITORS OF THE WATER PARK!