

## **Cricoteka's online ticket sales regulations**

These Regulations set out the Terms and Conditions (T&Cs) of online ticket sales for events at Cricoteka – the Centre for the Documentation of the Art of Tadeusz Kantor in Krakow, 2-4 Nadwiślańska Street, 30-527 Krakow, listed in Małopolskie Voivodeship's Registry of Cultural Institutions on 12 July 1999 under the reference number RIK 9/99; REGON: 000870706; NIP: 675-10-00-601 – via the following website: [www.bilety.cricoteka.pl](http://www.bilety.cricoteka.pl)

### **§1 Definitions**

In these regulations, the following words have the following meanings:

**Terms and Conditions** – Cricoteka's regulations for the online sale of tickets, specifying the terms and conditions of online sale of tickets to Events.

**Cricoteka** – the Centre for the Documentation of the Art of Tadeusz Kantor in Krakow, 2-4 Nadwiślańska Street, 30-527, Krakow.

**Buyer** – a natural person, a legal person, or an organizational unit without legal personality, using the online ticket sale system.

**Events** – performances, concerts and other artistic, cultural, or educational events taking place at Cricoteka, organised, or co-organised by Cricoteka.

**Electronic Ticket** – an Event ticket purchased online, delivered to the Buyer electronically in the form of a PDF file, bearing a unique verification code.

**Online sale** – sale of tickets for Events via the website [www.bilety.cricoteka.pl](http://www.bilety.cricoteka.pl).

### **§ 2. General provisions**

1. These Terms and Conditions set out the rules of online ticket sales for Events taking place at Cricoteka, organised, or co-organised by Cricoteka.
2. The purchase of tickets for Events via the website [www.bilety.cricoteka.pl](http://www.bilety.cricoteka.pl) is possible provided that the information and communication system used by the Buyer meets the following minimum technical requirements – connection of the terminal device to the Internet, an e-mail address, software in the form of a web browser such as: Firefox version 30 or later, Chrome version 35 or later, Internet Explorer version 10 or later, etc.; having access to a printer for black-and-white printing or a mobile phone or a mobile device (such as a smartphone, tablet, e-reader) that supports PDF files enabling the ticket purchased online to be displayed at a later time.
3. In order to purchase tickets online, the Buyer must have an active e-mail account.
4. The Buyer may not stipulate any illegal content.
5. Placing an order online requires the Buyer to pay for the order at the same time.
6. Payment for an online order can be made exclusively by electronic means, using an electronic transfer.

7. Payments are processed through Przelewy24 website, owned by DialCom24 Sp. z o.o. with an office registered in Poznań 60-327, 15 Kanclerska Street, overseen by the Financial Supervision Authority, entered into the register of payment services under the number IP24/2014, registered by the District Court in Poznań, VIII Economic Department of the National Court Register KRS Number 0000306513, amount of share capital: 1.697.000 PLN, NIP 781-173-38-52, REGON 634509164, tel. +48 61 642 93 44, fax. +48 61 642 90 31.
8. Prices quoted on each ticket are stated in Polish zloty (PLN) are gross prices including applicable taxes (including VAT) and are binding at the time of placing an order by the Buyer.
9. Every ticket purchased online will be accompanied by an online payment processing fee charged by the payment service provider. The amount of the online payment processing fee will be communicated to the Buyer after the choice of ticket is made.

### **§ 3. General rules for placing an online order**

1. A contract of sale between the Buyer and Cricoteka is made through the Cricoteka website at [www.bilety.cricoteka.pl](http://www.bilety.cricoteka.pl) and requires that the following conditions are met:

- a. selection of a specific Event
  - b. selection of the number of tickets to be ordered and their price variant, if possible,
  - c. confirmation that the Buyer has read the information concerning the protection of the Buyer's personal data,
  - d. provision of the Buyer's data: full name and an e-mail address,
  - e. confirmation that the Buyer has read and agreed to these Terms and Conditions,
  - f. the Buyer placing an order online,
  - g. the Buyer making the payment for the order online, by means of an electronic transfer,
  - h. receipt by the Buyer of a transaction confirmation sent to the e-mail address indicated by the Buyer,
2. In an event that the Buyer provides incorrect or inaccurate information in the online order form or fails to read these Terms and Conditions, Cricoteka shall not be liable for any consequences.
  3. Cancellation/modification of an online order is only possible before the payment has been confirmed.
  4. Once Cricoteka receives a confirmation that the payment has been made by from the Buyer's bank, the order is considered to have been placed.

5. Failure by the Buyer's bank to confirm payment for the order within 20 minutes of placing the online order will result in an automatic cancellation of the order.
6. In case of an automatic cancellation of an online order, the funds collected from the Buyer's bank account remain with the payment system operator DialCom24 Sp. z o.o. (60-327 Poznań, 15 Kanclerska Street), the owner of Przelewy24 portal, who should then be contacted directly by e-mail: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by telephone (tel. 48 61 642 93 44). Then, the payment system operator will inform the Buyer by e-mail about the manner of further proceedings.
7. Funds remaining with the payment system operator may be returned to the Buyer's bank account or may be used to place another online order on Cricoteka's website.
8. Cricoteka shall not be held liable for any consequences of incorrect functioning of the Przelewy24 payment system and for any acts or oversights on the part of DialCom24 Sp. z o.o.
9. In accordance with the Minister of Finance's current regulation on exemptions from the obligation to keep records of the use of cash registers, sales covered by these T&C's are not subject to fiscalisation, therefore the Buyer does not receive a fiscal receipt.
10. At the Buyer's request, only with the Buyer's details provided when purchasing the ticket, Cricoteka may issue a VAT invoice. Should the Buyer wish to receive a VAT invoice, they should register their request by sending a e-mail to: [rezerwacje@cricoteka.pl](mailto:rezerwacje@cricoteka.pl) within 3 months, counting from the end of the month, in which the goods or services were delivered. The VAT invoice is then sent to the Buyer as a PDF file. The VAT invoice issued shall not include the value of the payment operator's commission referred to in § 2 Section 7, paid at the time of purchase of the ticket. In order to receive a VAT invoice, it is necessary to provide the name, surname and address, and in the case of entrepreneurs/companies, to additionally indicate the details of the company and the Tax Identification Number.

#### **§ 4. Specific rules for the sale of online tickets**

1. The online sale of tickets for a specific Event ends 2 hours before the Event begins. For selected Events Cricoteka reserves the right to change the end time of online ticket sales.
2. The online ticket sales service on Cricoteka's website is provided by the operator Przelewy24, owned by DialCom24 Sp. z o.o. (60-327 Poznań, 15 Kanclerska Street), e-mail: [info@bilety24.pl](mailto:info@bilety24.pl), tel.61 642 92 36 ext. 1, fax.61 642 90 31, NIP 781-173-38-52, REGON 634509164 Poznań District Court, VIII Economic Department of the National Court Register, KRS Number: 0000306513, amount of share capital: PLN 1,697,000.
3. Normal and reduced-price tickets can be purchased online in accordance with the visitor's rules and information available on the Events page.

4. Cricoteka reserves the right not to grant discounts/sell reduced-price tickets for selected Events.
5. Cricoteka reserves the right to sell tickets for selected events as part of special price offers, to be determined individually.
6. Reduced-price ticket buyers are obliged to present a valid document entitling them to the discount at the entrance to the Event. In the absence of a document, the concessionary ticket shall cease to be valid without the possibility to participate in the Event and to return the ticket. In such a case, Cricoteka offers the opportunity to participate in the Event only upon the payment of a surcharge to the full ticket price at Cricoteka's cash desk prior to the Event. Any risk of delay and any other inconvenience resulting from failure to present the document shall be borne by the Buyer.
7. The online sales system permits a one-time purchase of no more than 10 tickets for any given Event. Cricoteka reserves the right to reduce the number of tickets available for a single purchase for certain Events.
8. After making the online payment, a confirmation of transaction of purchase of the online ticket is sent together with an electronic ticket, saved in the form of a PDF file to the e-mail address indicated by the Buyer. The ticket must be printed out or saved on a mobile device (i.e. a smartphone, tablet, e-reader).
9. The ticket may be displayed on a mobile device, from which it is possible to read the 2D code with the use of a ticket control scanner. A mobile device may require Internet access, for which the cost of connection is borne by the Buyer in accordance with the tariff of its operator.
10. The Buyer is obliged to present an electronic ticket when entering the Event.
11. Cricoteka reserves the right to refuse access to the Event if the electronic ticket is destroyed or illegible, and verification of the code is impossible, or if the ticket code has already been used.
12. The Buyer may not efface or permanently delete any ticket data. In such a case, the ticket shall cease to be valid, without any right to reimbursement of its value.
13. In case of tickets displayed/generated as a PDF file on a mobile device, the display must not be damaged, and setting to the maximum possible brightness of the display.
14. An electronic ticket is a document entitling the Buyer to participate in the Event for which it was issued.
15. A single electronic ticket entitles one person to enter.
16. The e-ticket is subject to one-time verification upon entry to the Event and cannot be reused.
17. The Buyer is obliged to not make the ticket available to third parties. Such action will be treated as an attempt to copy the ticket.
18. Cricoteka reserves the right to require proof of identity in case of doubt about the ticketholder/owner.

19. Late participants may only enter the Event during the interval, if one is scheduled.
20. Unused tickets for an Event that has already taken place or begun may cannot be returned.

#### **§ 5. Withdrawal from the Agreement**

In accordance with Article 12 of the 30 May 2014 Act on Consumer Rights, the Buyer shall not have the right to withdraw from the contract in relation to a contract for the provision of services related to cultural events if the contract specifies the date or period of service provision; therefore, the Buyer shall not have the right to withdraw from the contract in relation to an online purchase of a ticket for an Event.

#### **§ 6. Event Tickets Returns**

1. Tickets purchased online are not refundable, except in case of cancellation of an Event.
2. Information about cancelled Events and changes to the repertoire is sent together with a ticket return form to the e-mail address provided on the online order form. In the event that the Buyer provides incorrect or inaccurate information, Cricoteka shall not be liable for failure to provide such information to the Buyer.
3. The Buyer is obliged to confirm the receipt of information referred to in section 2 by sending an e-mail to [rezerwacje@cricoteka.pl](mailto:rezerwacje@cricoteka.pl) together with a completed and signed ticket return form in the form of a scan by e-mail or by post.
4. If the Buyer has ordered an invoice to be issued for the purchase of the ticket, the refund can only be obtained after the Buyer has received the correction to the invoice and once the signed document has been sent back to Cricoteka.
5. The refund will be made immediately, not later than 2 weeks from the date of receipt by Cricoteka of the ticket return confirmation form, by transfer to the Buyer's bank account specified in the said form. The commission for the handling of online payments, referred to in § 2 section 10 of these Regulations, charged at the time of purchasing the ticket, is not refundable.
6. In the case of a cancelled Event, Cricoteka will accept the return of tickets within a maximum period of one month from the date of the planned Event.
7. Cricoteka shall not be liable for the consequences of the Buyer providing incorrect or untrue data in the confirmation of ticket return form.
8. Cricoteka does not exchange tickets.
9. Tickets for cancelled Events, after prior arrangement with Cricoteka via e-mail to [rezerwacje@cricoteka.pl](mailto:rezerwacje@cricoteka.pl), may be used for entry to the rescheduled Event or to other Events.

#### **§ 7. Complaints**

1. **Complaints about online ticket sales for Events** related to the functioning of the website [www.bilety.cricoteka.pl](http://www.bilety.cricoteka.pl) and Events themselves must be submitted to the following e-mail address: [rezerwacje@cricoteka.pl](mailto:rezerwacje@cricoteka.pl). Complaint submission should include: Buyer's full name and e-mail address. Cricoteka will process the complaint and notify the Buyer of its decision within 14 days of receipt of the complaint. Cricoteka will notify the Buyer of the outcome of the complaint by e-mail, to the e-mail address indicated by the Buyer in the initial complaint.
2. **Complaints about the online sale of Event tickets concerning:**
  - a. electronic payments require notifying to the operator Przelewy24, by e-mail: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by telephone (phone: 48 61 642 93 44)
  - b. delivery of electronic tickets requires notifying the operator of ticket sales Tickets24, by telephone on 61 642 92 36 ext. 1 or by e-mail: [info@bilety24.pl](mailto:info@bilety24.pl)

## **§ 8. Protection of personal data and cookies**

1. The administrator of personal data obtained from the Buyers is Cricoteka.
2. Processing, including collecting, storing and sharing personal data, takes place in accordance with the binding legal regulations.
3. The processing of personal data in connection with the sale of online Tickets is necessary, so that Cricoteka can take action prior to the conclusion of the contract (the sale of Tickets) and is carried out at the request of the Buyer, who makes their data available, and subsequently for the purpose of implementation of the contract.
4. Any person who makes their personal data available shall have the right of unrestricted access to it, as well as the right to rectify and update or erase it.
5. Cricoteka transfers to DialCom24 Sp. z o.o. with its registered office in Poznań 60-327, 15 Kanclerska Street – the owner of the Przelewy24 website and entrusts it with the processing of personal data of the Buyer in order to handle the payments made by the Buyer within the online ticket sales system, as well as for DialCom24 Sp. z o.o., to fulfil the obligations provided for in the applicable provisions of law and related to the handling of the above mentioned payments.
6. Detailed information on the terms and conditions of processing of the Buyer's personal data and their rights is made available during the process of online sale of Tickets.
7. Cricoteka uses so-called cookies, i.e. text files stored on the user's computer. The cookie mechanism is not intended to collect any information about individual users and is used to preserve the navigation parameters of the user and the status of their login and aggregation of statistical data about the user's traffic. The production of statistics helps understand how the website users make use of the Cricoteka website, which allows to improve its structure and content.

8. The User may delete cookies or change their settings on the Internet browser they are using. Removing or changing the settings of cookies in the browser may cause difficulty in using Cricoteka's website.

## **§ 9. Final provisions**

1. Cricoteka is not responsible for the functioning of the Internet network through which the Buyer purchases tickets.
2. Cricoteka is not responsible for the blocking by mail server administrators of the transmission of messages to the e-mail address indicated by the Buyer and for the removal and blocking of e-mail messages by software installed on the computer used by the Buyer.
3. Cricoteka reserves the right to suspend or terminate the online sale of tickets on Cricoteka's website, in particular in order to maintain, review or expand its technical base.
4. Cricoteka reserves the right to change its repertoire.
5. Cricoteka reserves the right to carry out and cancel special offers.
6. Cricoteka reserves the right not to reimburse transport costs in the event of cancellation of the performance for independent reasons, such as, but not limited to national mourning, artist's illness, adverse weather conditions, etc.
7. Cricoteka reserves the right to change the Terms and Conditions of online ticket sale. Any amendments to the Regulations shall come into force within the time limit indicated by Cricoteka, not less than 14 days from the date they were made available on the website [www.news.cricoteka.pl](http://www.news.cricoteka.pl). Orders placed before the amendments come to these Regulations come into force shall be executed on the basis of the provisions in force on the date of placing the order.
8. In matters not regulated by these Regulations, the provisions of Polish law shall apply, in particular the Civil Code, the Consumer Rights Act and the provisions of the Act on Rendering services by electronic means.