

**TICKET PURCHASE RULES applicable to the eBilet® ticket  
distribution system,  
effective from 1 October 2022.**

**and**

**Regulations for the sale and use of Vouchers/Open Tickets of  
eBilet.pl effective from 1 October 2022.**

**PURCHASE RULES applicable to the eBilet® ticket distribution system,  
effective from 1 October 2022**

**1. GENERAL**

These Purchase Rules apply to the sale of tickets and products in the eBilet system, provided that the regulations of organizers of particular art events (including theatrical plays, concerts and other events) or direct vendors may impose upon purchasers certain additional obligations which are not specified in these Purchase Rules. Upon expression of the will to be bound by an online service agreement with eBilet at the latest, each Client has the possibility of reviewing and accepting these Purchase Rules and is informed about his rights and obligations.

When executing transactions at eBilet.pl, Client may execute a ticket purchase agreement and an additional product purchase agreement.

The sale of tickets and products in the eBilet system is conducted through:

eBilet Polska sp. z o. o.

Registered office address: ul. Żelazna 51/53, 00-841 Warszawa .

NIP: 951 237 67 01.

The Company is registered in the Register of Entrepreneurs of the National Court Register, under number KRS 0000496514.

Reservations and inquiries concerning orders: contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/>

Hotline: +48 (22) 122 80 99

**2. PROCEDURE FOR EXECUTING AGREEMENTS AND MAKING PURCHASES**

Tickets are sold in the eBilet distribution system via the website of ebilet.pl, and stationary outlets of our partners. It is also possible to purchase tickets through our affiliates.

Tickets purchased at a ticket sales point are deemed sold upon payment therefor at the stationary outlet operator's cash desk.

When ordering tickets and making payments therefor, the Client is obliged to exercise due diligence. If the Client enters incorrect data, i.e. the amount to be transferred, the reservation number or the payment code or the payer's data which makes it impossible to identify the Client, the payment may be refused and the transaction may be cancelled.

During the transaction of purchasing tickets by the Client, eBilet acts as an intermediary between the Organizer of the event and the Client.

These regulations also apply to purchase of products available at eBilet.pl. A product available at eBilet.pl should be understood as each movable being the subject of a sale agreement between eBilet and the Client ("Product"). A ticket is not a Product. Subject to the exclusions set out in these regulations, the provisions of these regulations concerning the sale of tickets shall apply to the purchase of Products, in particular the procedure for execution of agreements, methods and dates of payment and delivery methods.

### **2.1. Purchase of tickets through the eBilet.pl online distribution system**

After you choose an event from the eBilet offer and the category and type of tickets, and after you mark the seats on the seating plan of the theater in which the event takes place (in the case of events for which numbered seats are available) or after you select the quantity of unnumbered spaces / packages (in the case of events for which unnumbered spaces are available), you should fill out the personal data form and select the method of payment and the ticket delivery option.

If the Client chooses to pay by a conventional bank transfer, by clicking "confirm and pay", the Client expresses his will to be bound by an online service agreement and books the ticket for the event he selected. By clicking the "Confirm and Pay" button you place an order with the obligation to pay and confirm your purchase at [www.ebilet.pl](http://www.ebilet.pl). Subsequently, an initial ticket booking confirmation is sent to the email address provided by the Client in the reservation process. After the transfer is made in line with the instruction which is included in the initial booking confirmation and after the funds are credited to eBilet's account, the Client receives an email thanking him for payment and confirming that the payment has been recorded in the eBilet system, and, if a ticket to be printed at home has been chosen – an electronic ticket in the form of a link or attachment to an email. The ticket should be printed out. If delivery by courier or mail is chosen, tickets will be sent to the address specified while placing the order.

If the Client chooses to pay by online transfer through PayU S.A., eCard S.A. or PayPro S.A., by clicking "confirm and pay", the Client expresses his will be bound by an online service agreement and books the ticket for the event he selected. By clicking the "Confirm and Pay" button you place an order with the obligation to pay and confirm your purchase at [www.ebilet.pl](http://www.ebilet.pl). Subsequently, the Client is redirected to the website of PayU S.A., eCard S.A. or PayPro S.A. After eBilet receives from PayU S.A., Card S.A. or PayPro S.A. information that payment has been made by the Client, the Client receives a ticket booking confirmation sent to the email address provided by the Client in the reservation process, and, if a ticket to be printed at home has been chosen – an electronic ticket in the form of a link or attachment to an email. If delivery by courier or post office is chosen, tickets will be sent to the address specified while placing the order..

A reservation is binding upon eBilet and the Organizer of an art event only upon sending the confirmation of payment registration in the eBilet system to the Client's email address provided during the reservation process.

If payment for the ticket is made by a bank transfer, the confirmation of payment registration in the eBilet system is sent to the Client after payment and verification of the letter code or the reservation number received at the end of the ticket booking process and referred to by the Client at payment.

If payment for the ticket is made by online transfer or payment card through PayU S.A., eCard S.A. or PayPro S.A., the confirmation of payment registration in the eBilet system is sent to the Client after eBilet receives from or PayU S.A., eCard S.A. or PayPro S.A. confirmation of payment made by the Client.

In case you have any doubts as to the correctness of the booking process, please contact the Client Service Department via: contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by phone at +48 (22) 122 80 99.

It is not allowed to use bots or other automation tools enabling purchases of tickets without Client involvement. We reserve the right to cancel the tickets purchased using banned tools.

## **2.2. Group orders**

Group orders (reservations of tickets for groups of more than 10 people) are executed by the Client Service Department. In order to place a group order, please contact us via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by telephone at +48 (22) 122 80 99.

## **3. TICKETS AND VOUCHERS**

### **3.1. General**

A ticket constitutes a document authorizing its holder to participate in the event for which it was issued. The purchase of a ticket means the acceptance of the regulations concerning the participation in the event. A single ticket authorizes one person to use it. Depending on the type of event the ticket may constitute either a personal or bearer ticket. A personal ticket may only be used by the person whose name and surname is indicated on the ticket. Admissibility and procedure for changing the data on a registered ticket, including the necessity to pay a fee for the change of the data and its amount, is specified by the Organizer in the regulations of the event.

The ticket is verified upon entry to the event; it is not possible to use the ticket again. Tickets cannot be photocopied, scanned or otherwise duplicated; if any such action is detected, the ticket becomes invalid.

The Client should keep tickets in a safe place. eBilet is not responsible for any lost or stolen tickets. Please note that any direct exposure to sun-rays or heat may damage tickets.

Duplicates of tickets are only issued if the Organizer of the event provides for such a possibility. Issuance of duplicates may involve the necessity to pay an administrative fee of PLN 20 (increased by the postage costs).

The Client has the right to verify the compliance of the ticket with the order placed by him. If the ticket is inconsistent with the order, the Client is obliged to immediately notify eBilet thereof since any mistakes on the tickets may cause a refusal of admittance to and participation in the event.

If the Ticket is defaced, it may become impossible to verify the code and – consequently – admittance to the event may be refused.

The ticket authorizes its holder to participate in an event at the place indicated on the ticket. In justified cases, in particular due to technical or production-related reasons, eBilet and the Organizer are entitled to replace the initially ordered seats with others both before and during the event.

eBilet reserves the right to introduce quantitative restrictions applicable to the purchase of tickets for certain events by one individual. Such quantity is specified by the Organizer and is verified upon execution of each transaction. The policy is intended to eliminate unfair practices in respect of purchasing tickets. The restriction pertaining to the maximum number of tickets may apply to a person or a payment card. The foregoing restriction cannot be bypassed through additional accounts created by one Client. We reserve the right to cancel Tickets purchased above such limit. Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obscured or side view or minimum age of participants. All such reservations will be displayed on our website and you will be otherwise notified thereof before or upon booking the tickets.

Purchasing tickets for art, entertainment or sports events in order to resell them for a profit or their sale for a profit is contrary to law and constitutes an offence under art. 133 of the Act of May 20, 1971 the Code of Petty Offences. Further, the Organizers may prohibit the resale or transfer of Tickets for particular events.

Tickets may not be combined with any hotel, tourist or accommodation services and/or any goods, products or services to create a package, unless eBilet or the Organizer grants a formal written consent.

Decisions to cancel any events, refund money in connection with any cancelled events, replace a ticket, refuse to admit anyone to an event, ask anyone to leave the event, change the event program, or change the seat of the ticket holder are taken by the Organizer on the terms and conditions set out in the regulations concerning the event.

### **3.2. Prices and price categories**

Depending on the event, tickets available in the eBilet distribution system represent different price categories. In case of certain events, reduced-rate tickets and special packages, e.g. 3+1 (i.e. buy four tickets, pay for three), are also available. Such tickets are made available for a given event upon decision of the event Organizer. The Organizer decides about ticket prices. eBilet only acts as an intermediary in their sale. The Organizer decides about pricing of particular seats within specific price categories.

The seating plan displayed in the eBilet system is for information purposes only. Detailed information about the conditions of the event venue, including the view from particular seats, is provided by the Organizer and in the event of any doubts the Client should ask the Organizer for information in this respect. eBilet does not have any information regarding the foregoing and therefore it is not responsible for any inconveniences for the Client arising from the specific features of the seat chosen by the Client.

If the Client wishes to submit a complaint in connection with any inconveniences (e.g. poor visibility as a result of the placement of TV cameras), eBilet may in case of certain events intermediate in the complaint process (if the Client approaches eBilet staff members present at the event venue). However, eBilet is only an intermediary, and the entity obligated to review the complaint is the Organizer of a given event.

During the sale of tickets within the eBilet distribution system, the pool of tickets may be increased (new tickets available for sale may be added) or reduced. Accordingly, Clients are recommended to review eBilet's current offer.

Ticket prices may change during the sale process. Therefore, if any reservation of Tickets made through the eBilet distribution system is cancelled, e.g. due to the fact that the Client has made the payment due for the Tickets after the deadline or the payment for the Ticket has not been confirmed on time by the electronic payment system, eBilet will not be liable towards the Client for the lack of possibility of purchasing Tickets at the initial price chosen by the Client (in particular, if the price of the Tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

eBilet takes efforts to ensure that the prices of tickets available for our Clients are not different than the prices at which tickets are available at the Organizer's. However, due to the fact that eBilet bears the costs of operation of the electronic ticket booking system, the prices of tickets in the eBilet distribution system and its ticket sales points may be higher than the prices at the Organizers'. Such surcharges are intended to cover the distribution system operating costs. The non-consent to any surcharge on top of the Organizer's initial ticket price, expressed after payment for the reservation is made, does not give grounds for any complaint or cancellation of the reservation.

In the case of non-cash payment for the ticket, the total purchase price may also include a transaction fee. The Client will be informed about the amount of the transaction fee prior to the purchase of a ticket for an event.

The ticket prices for particular events may be increased by additional charges (in particular, a service charge expressed as a percentage of the total ticket purchase price or fees imposed by the Organizer of the event). The Client will be informed about the amount of the additional charges and the total purchase price prior to the purchase of a ticket for an event.

### **3.3. Collector tickets**

For certain events eBilet offers special "collector tickets". Collector tickets have a unique full-color artwork and are issued in limited numbers. They are only available at [www.ebilet.pl](http://www.ebilet.pl). If any collector tickets are ordered, they may be delivered by post or courier. The fee for collector tickets, depending on the event, may be added to the ticket price or be collected upon purchase

of the ticket, provided that the Client will be informed about the amount of the additional fee in the order form prior to making the reservation.

### **3.4. Tickets for people with disabilities**

eBilet's offer also includes tickets for people with disabilities. Seats for people with disabilities are allocated by the Organizer. Such tickets may be purchased by contacting us using the contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by phone at +48 (22) 122 80 99

### **3.5. Discount codes**

Within the eBilet ticket distribution system certain discount codes with specific face values are available. Discount codes reduce the gross price of each ticket or the gross price of the entire order by the discounts they indicate. Depending on a particular case or event to which discount codes apply, the maximum number of tickets to which discount codes may be applied is specified. Discount codes may apply throughout the sale period or only on indicated days. They may apply to a group of events or a single event. Codes constitute a combination of letters or letters and figures. The Organizer of an event always decides about introducing discount codes and the conditions thereof. Discount codes may be published through all communication means, including the media, social media, newsletters, at [www.ebilet.pl](http://www.ebilet.pl) or through the Organizer (and may be generally available or addressed to a selected group of people).

### **3.6. eBilet vouchers**

The eBilet system also offers eBilet Vouchers which may subsequently be exchanged into tickets for selected events from among our proposals at our website.

## **4. DELIVERY AND COLLECTION OF TICKETS**

### **4.1. General**

The following delivery and collection options are available in respect of tickets sold within the eBilet distribution system: home ticket, delivery by domestic courier service, delivery by domestic postal service, delivery by international courier service and delivery by international postal service and personal collection at the event venue. Not all of the above-mentioned collection and delivery methods may be available in respect of a particular event. The Client is informed about the available collection and delivery options and the amount of the fee for delivery upon reservation of tickets at the latest.

### **4.2. Home ticket**

In case of reservation with the option: "home ticket", after payment is made for the reservation, the Client collects in an electronic format which may be printed out by the Client. In order to print out home tickets, one should use white paper, A4 paper size, and make sure that the printed out codes are well visible. A single home ticket authorizes one person to be admitted to an event. eBilet does not bear liability for any consequences of unauthorized duplication of a home ticket once received by the person making the reservation or any third parties to whom the

person making reservation made available the data of the home ticket received (including the printout or electronic copy). eBilet shall not be liable for any consequences of the Client indicating incorrect e-mail address to which home tickets are to be sent when making a reservation.

#### **4.3. Delivery by postal or courier service**

Tickets are sent in the order of events (tickets for events that will occur soonest have priority). The maximum ticket delivery time is 30 days when purchasing tickets for the events that are taking place in Poland and 60 days when purchasing tickets for the events that are taking place outside Poland (if the Client indicates a correct address). If the Client indicates an incomplete or incorrect mailing address, the delivery may take longer or may not be completed due to the Client's fault. Please make sure that you indicate correct and complete data and insert it in the relevant places on the form. In the event of any doubts as to the correctness of the data, please contact us by telephone or via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/>. eBilet does not bear any liability for the address for delivery of tickets incorrectly indicated by the Client. Information about the costs of delivery is provided during reservation of tickets.

In respect of special tickets, in particular collector tickets or custom tickets, the time of preparation of a special ticket will be indicated in the event description. If a special ticket is purchased, the delivery time should be increased by the time of production of a special ticket.

### **5. PAYMENT METHOD AND DEADLINE**

#### **5.1. General**

Depending on the sales channel and the Organizer's decision, the following payment methods are available: online transfer, conventional transfer, payment card, BLIK, electronic wallets, payment by cash and payment in installments. If you buy tickets in other ticket sales points, payments are made in accordance with the rules of such points.

#### **5.2. Payment card**

In case of payment by a payment card, after the approval of the reservation made through the eBilet transaction system (by clicking: "confirm and pay"), the Client will be redirected to PayU S.A., eCard S.A. or PayPro S.A. Prior to inserting the payment card number, please make sure that you have been successfully redirected, you are visiting the website of the online service of PayU S.A., eCard S.A. or PayPro S.A. and that the connection is encrypted (the website address should begin with "https://"). Responsibility for execution and safety of payment card transactions on PayU S.A. websites is assumed by PayU S.A., with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the register of payment service providers under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000274399, with the paid-up share capital of PLN

4,944,000, NIP (tax identification number): 779-23-08-495, REGON (business identification number): 300523444, in accordance with its regulations.

Responsibility for execution and safety of payment card transactions on PayPro S.A. websites is assumed by PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of payment service providers under number IP24/2014, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000347935, with the paid-up share capital of PLN 5.476.300, NIP (tax identification number): 7792369887, REGON (business identification number): 301345068, in accordance with its regulations.

eCard S.A. is responsible for execution and safety of payment card transactions on eCard S.A. websites according to its regulations. When making payments using a payment card, one should choose the card type (the acceptable payment card types: Visa, Visa Electron, MasterCard, Maestro, MasterCard Electronic), insert the 16 digit card number, the card validity date and CVV2/CVC2, which is at the back of the card. If the reservation of tickets is cancelled within the eBilet distribution system as a result of payment for tickets being made after the deadline required by PayU S.A., eCard S.A. or PayPro S.A. (15 minutes), eBilet will not be liable towards the Client for the lack of possibility of purchasing tickets at the initial price chosen by the Client (in particular, if the price of the tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

### **5.3. Online transfer**

After the approval of the reservation made through the eBilet transaction system, and after choosing the payment by online transfer (by clicking: "confirm and pay"), and selecting the bank keeping the account from which the Client wishes to make payment, the Client will be redirected to the selected bank's website. Prior to logging in please make sure that you have been successfully redirected, you are visiting the website of the selected bank and that the connection is encrypted (the website address should begin with "https://"). Responsibility for execution and safety of online transfer transactions on PayU S.A. websites is assumed by PayU S.A., with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the register of payment service providers under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000274399, with the paid-up share capital of PLN 4,944,000, NIP (tax identification number): 779-23-08-495, REGON (business identification number): 300523444, in accordance with its regulations.

Responsibility for execution and safety of online transfer transactions on PayPro S.A. websites is assumed by PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of payment service providers under number IP24/2014, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i

Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000347935, with the paid-up share capital of PLN 5.476.300, NIP (tax identification number): 7792369887, REGON (business identification number): 301345068, in accordance with its regulations.

eCard S.A. is responsible for execution and safety of online transfer transactions on eCard S.A. websites according to its regulations. If the reservation of tickets is cancelled within the eBilet distribution system as a result of payment for tickets being made after the deadline required by PayU S.A., eCard S.A. or PayPro S.A. (15 minutes), eBilet will not be liable towards the Client for the lack of possibility of purchasing tickets at the initial price chosen by the Client (in particular, if tickets for the event are sold out, the price of the tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

#### **5.4. Ordinary bank transfer**

If you choose payment by an ordinary bank transfer, payment should be made as soon as possible. We are waiting 72 hours from the time of making the reservation for the transfer to be recorded at eBilet's account. After such time the reservation is cancelled, and tickets return to the generally available pool of tickets for sale.

In the event of cancellation of the order, it is not possible to restore it, but it is only possible to place a new order. In such a case, eBilet cannot guarantee that the selected tickets will still be available. In the event that the paid money was received after the deadline specified above, the Customer will only be entitled to a refund of the funds paid.

#### **5.5 Payment in installments**

PayU Installments - 0% and Standard Loan Agreement is concluded between the borrower and the lender, i.e. Alior Bank or mBank or Kreditech or AS INBANK S.A. Polish Branch, with which PayU S.A. cooperates and intermediates in execution of the above-mentioned agreements. For details of PayU Installments, please enter: <https://www.payu.pl/metody-platnosci/payu-raty-dla-Ciebie>.

### **6. CONTACT WITH THE EBILET CLIENT SERVICE DEPARTMENT**

Customer Service is open on working days from 8:00 a.m. to 8:00 p.m. and from 8:00 a.m. to 4:00 p.m. on Saturdays, Sundays and public holidays. Contact via hotline is possible on working days from 8:00 a.m. to 8:00 p.m. Customer Service hours are subject to change in special cases. In case of change of working hours up-to-date information will be posted on <https://www.ebilet.pl/kontakt/>.

Costs of using means of long-distance communication to conclude an agreement within the eBilet sales system do not exceed costs usually applied for using such means of communication.

### **7. INVOICE**

If you have previously stated on the reservation card that you wish to receive a VAT invoice, such invoice will be delivered on the terms and dates arising from the VAT Act. If eBilet receives full payment for the ticket, a VAT invoice will be issued to the Client no later than on the 15th (fifteenth) day of the month following the month in which payment is received by eBilet. The VAT invoice is sent by a 2nd class mail to the address indicated by the Client during the reservation process. On the ticket reservation card the Client wishing to receive an invoice has the possibility of expressing its consent to receive a VAT in an electronic format. If such consent is expressed, the VAT invoice is sent in the pdf file format to the email address indicated by the Client during the reservation process.

## **8. ENTRY AND PARTICIPATION**

The Organizer and the owner or manager of the facility in which an event takes place are authorized to refuse admittance to clients who breach any regulations and conditions of the event or conditions imposed by them. The Organizer, owner or manager of the facility in which the event takes place may occasionally carry out security searches in order to ensure safety to the Clients.

If anyone is late, the Organizer, owner or manager of the facility in which the event takes place will take efforts to admit the individuals being late during a break, provided that admission cannot always be guaranteed.

Any unauthorized use of photographic or recording equipment is prohibited. Laser pens, mobile phones, dogs (except for guide dogs of people with disabilities) and foods and beverages brought by clients may also be prohibited (please check the facility and event regulations).

Prolonged exposure to noise may damage your hearing.

Prior to purchasing Tickets the Client is obliged to become familiar with this Purchase Policy and the detailed information concerning the relevant event. Special effects including sound, audio visual, lighting and pyrotechnic effects which may be featured at certain events may constitute medical contraindications to participate in the event by some people.

All Clients are obliged to acquaint themselves with the SARS-CoV-2 epidemic guidelines provided by the Event Organizers, as well as comply fully with the given guidelines.

## **9. RETURNING TICKETS / RESERVATIONS**

### **9.1. Right to withdraw from the agreement**

With respect to purchase of tickets the Client entering into an agreement within the eBilet ticket distribution system outside the business office or online, in accordance with art. 38 point 12 of the Act dated 30 May 2014 on Consumer Rights (Journal of Laws of 2014 item 827) does not have the right to withdraw from such agreement without stating the reason therefor, as referred to in art. 27 of the Act dated 30 May 2014 on Consumer Rights.

With respect to purchase of Products the Client has the right to withdraw from the agreement. Within 14 days of the receipt of the Product, the Client, being a consumer within the meaning of Article 22[1] of the Civil Code, may withdraw from the agreement without giving a reason, through serving a notice thereof to eBilet to the company's address or via contact form available

in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/>. The standard form for withdrawal from the agreement constitutes schedule no. 1 to the regulations.

The Client is obliged to immediately, no later than within 14 days of the date of withdrawal from the agreement, return the Product to eBilet. The Client should return the Product to the following address of eBilet: eBilet Polska sp. z o.o., registered office address: ul. Żelazna 51/53, 00-841 Warszawa . The Client shall be responsible for the decrease in the Product value as a result of its use in a manner going beyond what is necessary to ascertain the nature, features and operation of the Product. The Client shall bear the direct costs of returning the Product.

In the event of withdrawal from the agreement eBilet undertakes to return payments made by the Client, including the costs of delivery of the thing constituting an equivalent of the cheapest delivery costs. Any refund will be made using the same payment method as used by the Client, unless the Client consents to any other form of refund.

## **9.2. Returns**

If and to the extent that the regulations of the Organizer of a given event provide for returning tickets, eBilet's participation in the return procedure will be governed by the following rules.

If a ticket is returned, eBilet will be obliged to refund to the Client the ticket price if and to the extent of the amounts received for such purpose by eBilet from the Organizer.

If eBilet receives from the Organizer reliable information that the event has been cancelled or its date or time has been rescheduled, eBilet will take necessary actions to forward such information to the Clients as soon as possible.

### **9.2.1. Returns in the event of cancellation of an event**

In the case of payment by transfer, funds will be refunded to the bank account number from which payment for the Ticket was made, unless the Client indicates another account number by sending an email to eBilet from the email account assigned to the order. If payment has been made by a payment card funds will be returned to the card used to make the payment for the ticket. Refunds for purchased tickets will be issued within 14 days of the event cancellation.

In the case of purchase in a sales point, Tickets should be returned at the sales point in which they were purchased with the proof of purchase.

### **9.2.2. Return in the event of any change of the date or place of an event**

If an event is rescheduled, the Organizer will propose to the Clients, through eBilet, seats for the selected event at a different date (if available) with the value equal to the value of the initially purchased tickets. In order to return the ticket, you should send a message via contact form available at [eBilet.pl](https://www.ebilet.pl) and indicate your intention to return the ticket and the reservation number. Refunds for purchased tickets will be made within 14 days of receipt by eBilet of information that you wish to return your ticket.

In the case of payment by transfer, funds will be refunded to the bank account number from which payment for the ticket was made, unless the Client indicates another account number by sending an email to eBilet from the email account assigned to the order. If payment has been

made by a payment card, information about payment by a payment card should be included in the message. Funds will be returned to the card used to make the payment for the ticket.

In the case of purchase in a sales point, tickets should be returned at the sales point in which they were purchased with the proof of purchase.

### **9.2.3. Other returns**

It is not possible to return or exchange tickets in any circumstances other than those referred to in point 9.2.1. and 9.2.2. above.

## **10. COMPLAINTS**

Complaints related to the tickets or Products purchased via the eBilet ticket distribution system may be submitted electronically via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or in writing by registered mail to the following address: eBilet Polska sp. z o.o.: ul. Żelazna 51/53, 00-841 Warszawa .

eBilet shall respond to a complaint immediately, no later than within 30 days of receipt thereof. eBilet is not the Organizer of events to which it sells tickets; therefore, the provisions of point 9 of these Rules shall apply to returned tickets and reservations.

If eBilet does not recognize any complaint submitted by the Client, the Client may use extrajudicial complaint and claim settlement methods. In particular, the Client may ask consumer organizations and municipal or county consumer advocates. Detailed information concerning the Client's possibility of using extrajudicial complaint and claim settlement methods and the principles of access to such procedures are available at the website of the Competition and Consumer Protection Office: [www.uokik.gov.pl](http://www.uokik.gov.pl).

The Client can also use the EU ODR platform, available at the following website: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

## **11. LIABILITY**

eBilet is responsible for tickets purchased exclusively through the eBilet.pl portal and in partner stationary outlets. Tickets purchased from other Clients, purchased in unofficial points of sale or through third parties who do not have the rights to sell and distribute tickets, may prove to be invalid.

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk.

The organizer is responsible for the event organized by him, including its holding and course.

## **12. APPLICABLE LAW**

Ticket purchase transactions and all actions referred to in these Rules shall be governed by the provisions of law of the Republic of Poland. In respect of any Client being a consumer within the meaning of the Regulation of the European Parliament and the of the Council (WE) No. 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I), and having a habitual residence in the European Union states, the choice of law of the Republic of Poland

does not deprive the Client of protection granted under the regulations of such state in which the consumer has a habitual residence.

### **13. PERSONAL DATA**

eBilet Polska sp. z o.o. with its registered office in Warsaw at ul. Żelazna 51/53, 00-841 Warszawa is the controller of the Clients' personal data.

The personal data protection inspector may be contacted by electronic mail at the following e-mail address: [iod@ebilet.pl](mailto:iod@ebilet.pl) or by regular mail at the following address: Personal Data Protection Inspector, eBilet Polska sp. z o.o., ul. Żelazna 51/53, 00-841 Warszawa .

The Clients' personal data collected in connection with the use of the service, creation of an account and purchase of tickets for events will be processed for the following purposes: administration of the created account, handling ticket purchases (e.g. choice of seats), pursuing any claims (including debt collection) and damages, conducting any marketing actions, ticket sales and other services, related to the conducted business activity, in particular for the purposes of analyses and statistics, responding to letters and requests, and filing responses related to pending proceedings, conducting actions to ensure safety of archives, and fulfillment of the legal obligation imposed on eBilet Polska sp. z o.o.

The legal grounds for processing the Clients' data shall be as follows: consent has been granted, the data is necessary to perform the agreement or take any actions at the Client's request prior to the execution of the agreement, it is necessary to fulfill the legal obligation imposed on the controller, it is necessary for the purposes arising from the legitimate interests of the controller such as responding to the Clients' letters and requests.

The Clients' data may be transferred to the following entities: processors (processing entities) in connection with actions ordered by eBilet Polska sp. z o. o. to be performed on behalf of eBilet Polska sp. z o.o. by entities authorized under the applicable provisions of law, regulatory and supervisory bodies, enforcement authorities, courier companies which will complete deliveries to Clients, law firms which have been appointed by eBilet Polska sp. z o.o. e.g. to handle legal proceedings. The Client's data will be transferred to a third country (e.g. the USA) in connection with activities on FB, in connection with creation of profiles using Google Analytics, and in connection with dispatch emails sent using MailChimp.

During the SARS-CoV-2 epidemic, the Client's personal data may be shared with the Organizer in order to be delivered to GIS (Chief Sanitary Inspector) and law enforcement services, to facilitate communication with event participants after the event is finished. Sharing the Client's personal data will help conducting the epidemiological inquiry in any detected case of the infection among the event participants.

The period of processing the Clients' personal data depends on the purpose for which such data is processed. The period for which personal data will be stored is calculated on the basis of the following criteria: the provisions of law which may obligate eBilet Polska sp. z o.o. to process data for a specific period of time (e.g. data concerning invoices shall be stored for 5 years from the end of the last settlement year), the period which is necessary to defend interests of eBilet Polska sp. z o.o., the period for which consent has been granted.

Further, please be advised that Clients have the right to: request access to personal data concerning them and rectification of such data, request supplementation of incomplete personal

data, in particular through submission of an additional statement, request deletion of their data or restriction of the processing and object to the further processing of their personal data or request transfer of their personal data.

The Clients have the right to withdraw their consent at any time. The withdrawal of such consent shall not affect the legality of the data processing carried out under the consent so granted prior to its withdrawal. The consent may be withdrawn e.g. by changing the browser settings.

In the event of any concerns as to whether any personal data is processed correctly by eBilet Polska sp. z o.o., the Clients have the right to lodge a complaint to the supervisory body.

eBilet Polska sp. z o. o. uses automated decision making systems. The following decisions are made in an automated manner: profiling is carried out on the basis of the possessed data, in particular: the data concerning the services being rendered, transmission data, location data, information collected through the so-called cookies. Such information will be used to structure offers adjusted to the Clients' individual needs, in particular their preferences, place of residence, interests, previous purchases.

Please send any letters related to personal data processing to the Controller's address with a note "Personal Data " or to the following e-mail address: [iod@ebilet.pl](mailto:iod@ebilet.pl).

The provided personal data may be conveyed to the Organizer of the event for which a ticket was purchased for the purposes related to the organization of the event.

The Rules are in force from 1 October 2022.

### **Schedule no. 1 – Standard form for withdrawal from agreement**

(Please fill out the form only if you wish to withdraw from the agreement)

eBilet Polska sp. z o.o.

ul. Żelazna 51/53, 00-841 Warszawa

[kontakt@ebilet.pl](mailto:kontakt@ebilet.pl)

– I/we (\*) would hereby like to advise (\*) you of my/our withdrawal from the sale agreement concerning order no. .... Order date: ....., Parcel collection date: .....

– Name and surname:.....

– Address: .....

– Bank account number for a refund:.....

– Date:.....

– Signature.....

(\*) Please strike out whichever does not apply.

## **Regulations for the sale and use of Vouchers/Open Tickets of eBilet.pl**

### **I. Definitions**

1. Issuer – eBilet Polska Sp. z o.o. (owner of eBilet.pl) with its registered office in Warsaw, PGE Narodowy, ul. Żelazna 51/53, 00-841 Warszawa , registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIV Commercial Division, under number KRS: 0000496514, NIP: 9512376701, REGON: 147085850.

2. Voucher – or Open Ticket – is a gift coupon issued to bearer, entitling the User to redeem it through eBilet.pl Transaction Service, with a value equal to the face value indicated on the Voucher, having a unique code which makes it possible to purchase the selected Ticket offered by eBilet.pl Transaction Service, except for Tickets for events referred to in 3) of the General Conditions of these Regulations (II).
3. Purchaser – an individual, including a consumer (who is at least 18 years of age and has full capacity to take legal actions or who is at least 13 years of age but has not reached the age of 18 to the extent that he/she may acquire rights and contract obligations in accordance with the generally applicable laws, i.e. in minor current everyday matters), a legal person or an organizational unit having capacity to take legal actions, which in exchange for the transfer to the Issuer's account of an amount of funds equal to the value of the Voucher receives an Issuer Voucher/Open Ticket from the Issuer.
4. User – each holder of a Voucher/Open Ticket.
5. Ticket – document confirming the entitlement to participate in events, for which it was issued, offered within the eBilet® ticket distribution system, for which a fee was paid upon purchase thereof.
6. eBilet® Regulations – currently applicable Ticket Purchase Regulations in the eBilet® ticket distribution system, available in the eBilet.pl Transaction Service.
7. eBilet.pl Transaction Service – ebilet.pl website which makes it possible to purchase a Ticket.

## **II. General Conditions and Voucher Purchase Procedure**

1. Vouchers are sold through eBilet Transaction Service via eBilet.pl websites.
2. Vouchers are purchased at eBilet.pl website on the same terms as Tickets are purchased, i.e. in accordance with point 2.1 of eBilet® Regulation.
3. A Voucher purchased in accordance with the terms and on the conditions specified in these regulations cannot be used to purchase tickets for events for which tickets are sold for a currency other than Polish zloty.
4. A Voucher cannot be exchanged for cash, whether in full or in part.
5. The Purchaser and the User shall not have any claims against the Issuer in respect of loss, theft, damage or expiry of a Voucher in accordance with point 6 below.
6. The validity date is indicated on the Voucher.
7. In the event of any questions regarding Vouchers please use contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or call (22) 122 80 99.

## **III. Delivery charges**

1. The Purchaser is obliged to pay the costs of delivery of a Voucher.
2. The amount of delivery costs depends on the selected delivery option.
3. The Purchaser will be informed about the delivery cost amount during the purchase process prior to the finalization of the order.

## **IV. Principles for the use of Vouchers/Open Tickets of eBilet.pl**

1. After having purchased a Voucher the Client may use the Voucher to pay for the reservation of the selected Ticket offered within the eBilet.pl Transaction Service, except for Tickets for events referred to in point 5) of the General Conditions of these Regulations and the Voucher purchase procedure (II). Tickets may be purchased with the use of Vouchers depending on the availability of Tickets for the events concerned.
2. It is not possible to use a Voucher to pay for Tickets for which the Client paid previously without using a Voucher. The Issuer will not reimburse Clients for any Tickets, if Clients decide to pay for the reservation using a Voucher, after making payment by any other means.
3. If the price of a Ticket purchased using a Voucher is lower than the present face value of the Voucher, the User shall not be entitled to get reimbursement in cash of the unused funds. In such a situation the remaining funds may be used for the next purchase at eBilet.pl Transaction Service.

4. If the price of a Ticket purchased using a Voucher is higher than the actual face value of the Voucher, the User is obliged to pay the difference in the price. Additional payment will be made by means of payment available at the eBilet.pl Transaction Service.
5. A User may use its Voucher many times until the amount limit of the Voucher is used up or until the validity period thereof expires.
6. When purchasing a Ticket a User may use only one Voucher. If the Ticket price is higher than the face value of the Voucher the User is obliged to pay the difference in the price. Additional payment will be made by means of payment available at the eBilet.pl Transaction Service.
7. The Issuer is entitled to refuse to redeem a Voucher in the following circumstances:
  - a) the validity period of the Voucher has expired;
  - b) the Voucher has been damaged to the extent that makes it impossible to read the unique code appearing thereon;
  - c) it is not possible to redeem the Voucher for technical reasons, in particular in the event of the lack of connection with the Issuer's IT system.

#### **V. Reconciliations and complaints concerning Vouchers/Open Tickets of eBilet.pl**

1. Upon delivery of a Voucher the Purchaser receives:
  - a) if the Purchaser is an individual (entrepreneur), legal person or organizational unit having legal capacity – a debit note;
  - b) if the Purchaser is a consumer – a debit note on request.
2. The User shall have the right to check the actual value of the Voucher at any time through contacting eBilet.pl Customer Service Office via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by calling tel. (22) 122 80 99.
3. Complaints may also be submitted via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/> or by a letter to the Issuer's address.
4. Any complaints related to the purchase of any Tickets with the use of a Voucher will be reviewed by the Issuer within 30 (thirty) days of the date of submission of a written complaint.

#### **VI. Refund**

1. If any event to which the Purchaser bought Tickets using a Voucher is cancelled, the Issuer undertakes to make a refund through crediting the money to the Voucher. If the validity period of the Voucher has expired, the Issuer will extend its validity term for another 30 days from the refund.
2. The User is obliged to keep the Voucher until the time of the event for which he/she purchased Tickets using such Voucher.

#### **VII. Right to withdraw from agreement**

1. Within 14 days of the receipt of a Voucher the Purchaser, being a consumer within the meaning of Article 22[1] of the Civil Code, may withdraw from the agreement and choose not to redeem the Voucher without giving a reason by giving the Issuer notice thereof to the company's address or via contact form available in the contact section on the website <https://www.ebilet.pl/centrum-pomocy/>.
2. The Purchaser will not have the right to withdraw from the agreement if the service covered by the Voucher has already been provided.
3. In the event of withdrawal from the agreement the Issuer undertakes to make a refund for payments made by the Purchaser, including the costs of delivery equal to the cheapest delivery costs.
4. Any refunds will be made using the same payment method as used by the Purchaser, unless he/she consents to any other form of refund.

## VIII. Final Provisions

1. Prior to purchasing a Voucher the Purchaser/User is obliged to become familiar with these regulations and accept them.
2. Delivery of a Voucher does not constitute a sale subject to VAT within the meaning of the applicable provisions of the VAT Act.
3. Within the meaning the applicable provisions a Voucher is not an electronic payment instrument, or electronic payment card. A Voucher is an electronic form of a gift coupon.
4. The Issuer reserves the right to amend conditions set in these Regulations. The terms and conditions binding at the time of purchasing the Voucher shall apply to the User, unless the change of conditions is required by law or by a competent state authority, or unless the new conditions are more favorable for the User - in both cases the new conditions shall apply to the User.
5. The provisions of eBilet® Regulations will apply accordingly to the use of tickets purchased using a Voucher.

### The Regulations shall take effect from 1 October 2022

#### Schedule – Form of notice of withdrawal

(The form should only be filled out if you wish to withdraw from the agreement)

eBilet Polska Sp. z o.o.

ul. Żelazna 51/53

00-841 Warszawa

– Please be advised that I/we<sup>(\*)</sup> would like to withdraw from the sale agreement concerning order no. .... Order placement date: ....., Collection date: .....

– Name and surname:.....

– Address: .....

- Bank account number for the purposes of reimbursement of the price:.....

- Date:.....

- Signature.....

(\*) Strike out whichever does not apply.