

## Terms and Conditions of Purchases at KupBilecik

### § 1 Definitions

1. Expressions used in Terms and Conditions mean:

- I. Terms and Conditions – a document describing the rules and conditions of the cooperation between the Administrator and the Organizer.
- II. Ticket Shop – a webpage at [www.KupBilecik.pl](http://www.KupBilecik.pl), [www.KupBilecik.de](http://www.KupBilecik.de) or [www.KupBilecik.com](http://www.KupBilecik.com)
- III. Administrator – Ticket Shop's manager acting as SZTOLDO.PL Spółka z ograniczoną odpowiedzialnością Spółka komandytowa seated in Koszalin, ul. Własna 6, KRS (company registration number): 0000713091, NIP (tax identification number): 6692543084 and REGON (statistical number): 369236917.
- IV. Event – artistic performance or any other cultural, entertaining or sport performance organized by the Organizer for which the Ticket Shop distributes Tickets.
- V. Organizer – a webpage that offers Tickets to be sold by the Ticket Shop to the Administrator.
- VI. Ticket – a document authorising the Client to attend the Event with which it is related. A Ticket can be available in two forms: a paper form or as e-Ticket.
- VII. Client – a person or entity making a Ticket Reservation at the Ticket Shop.
- VIII. Traditional Ticket – paper Ticket form printed on paper with special means of security
- IX. E-ticket – an email Ticket version in PDF (Portable Document Format).
- X. Reservation – temporal blockade of the Tickets indicated by Client made by the Ticket Shop with an indication of the Ticket form and their shipment method.
- XI. Purchase – a Reservation confirmed and paid by the Client.
- XII. Subscription – a wish of receiving a newsletter with a list of current events within a specific region.
- XIII. Product – books, CDs or other things and gifts related to an Event or artist taking part in the Event.

- XIV. Selling Point – separate entity cooperating with Administrator with the purpose of selling Tickets for the Events available at the Ticket Shop.
- XV. Act – act of 30 May 2014 on the rights of the consumer (Official Journal 2014, Item 827), Polish law.

### § 2 Scope and subject matter of Terms and Conditions

1. The Ticket Shop distributes Tickets for cultural-entertaining Events organized by Organizers, thus becoming their official sales channel. The Organizer has overall responsibility for the Events he puts on sale at the Ticket Shop and for which the Client makes a Reservation.
2. These Terms and Conditions describe the Ticket Reservation procedure executed by the Ticket Shop and Selling Points, including situations related to returns of purchased Tickets.
3. A purchase agreement between Client and the Ticket Shop is concluded in the moment of saving the Reservation by the Client.
4. By saving the Reservation Client confirms that he/she read and accepted the Terms and Conditions.

### § 3 Rules and conditions of Ticket purchase

1. In order to make a Purchase of a Ticket for a selected Event, the Client is obliged to make a Reservation by means of a form at the Ticket Shop webpage or to make a purchase in one of the Selling Points of which updated list is available at the "Selling Points" tab at the Ticket Shop webpage.
2. In case of making a Ticket(s) Reservation by a form available on the Ticket Shop website, the Client is obliged to indicate the amount and type of the seats, indicate the Ticket shipment method, submit a correct email address, give the name and surname of the person who makes the order, indicate the payment method and accept the Terms and Conditions. Optionally, the Client may also order the Subscription of the newsletter and VAT invoice for the purchased Tickets.
3. In case of making a Ticket(s) Reservation at one of the Selling Points, the Client is obliged to choose the amount and type of the seats, provide a correct email address (if he/she owns any), give the name and surname of the person who makes the order and accept the Terms and Conditions. Optionally, the Client may also order

the Subscription of the newsletter and VAT invoice for the purchased Tickets.

4. Before saving the Reservation, the Client is informed by the Ticket Shop in a summary form used for making the Reservation, about the total value of the order, including all kinds of commissions and additional fees resulting from services related to payment and Ticket shipment. By saving the Reservation the Client declares that he/she is willing to pay in the term indicated by the Ticket Shop.
  5. The Tickets are sent after the payment made by the Client is correctly recorded into our accounts. In case of not paying for the Reservation in due term, the blocked Tickets are automatically put on sale again (at the Ticket Shop) and the saved Reservation is cancelled.
  6. Client can purchase Tickets in two forms: E-Ticket or Traditional Ticket. It is Organizer who decides about the form of the Tickets available for sale.
    - a) In case of choosing E-Ticket, Client will receive the Ticket as a PDF archive sent to his/her mail, that is to be printed on a A4 sheet of paper. Client must take this printout to the Event. Client is obliged to not sharing the archive with third parties, thus protecting it from any attempts of copying, scanning and duplicating.
    - b) In case of losing the E-Ticket, Client has the possibility of generating the Ticket's duplicate at: <http://www.kupbilecik.com/bilet.html> - providing the correct reservation number and the email address defined during the process of ordering. After successful verification of the submitted data, the Ticket Shop will sent to the Client's email a duplicate of the E-Ticket.
    - c) In case of choosing a Traditional Ticket, Client will receive the Ticket on a specially secured paper form, delivered as a package or in one of our Selling Points. Client is obliged to protect the Ticket from losing and any attempts of copying and duplicating.
    - d) In case of losing the Traditional Ticket, duplicates are not issued.
  7. Client should pay for the Reservation choosing one of the available payment methods.
    - a) Bank transfer – payment option available for Events which will take place in more than 7 days-time. In case of choosing this payment option, Client by himself deposit money on the indicated bank account, according to information that had been sent to him/her.
    - b) Payment online – automated payment process in which the Client, using an outer operator collaborating with the Ticket Shop, executes a quick payment via Internet. When choosing this option, some fees related to the payment process may be charged.
    - c) Payment by cash – payment option available only for Reservations to be collected in one of the Selling Points. When choosing this option, some fees related to the service cost of the Selling Point may be charged.
  8. Unless the Organizer puts extra limits, Client can order through the Ticket Shop up to 8 single Tickets at a time. In case of group orders (more than 8 pieces), one can make more than one Reservation or make a Reservation by the phone. These limits, unless the Organizer puts some extra limits, do not apply to Selling Points.
  9. Administrator has no responsibility for a wrongly submitted Client's email address (provided by the Client during the Reservation process).
  10. A printed E-Ticket or Traditional Ticket that is illegible, destroyed or damaged does not authorise the Client to attend the Event.
- #### § 4 Events – changes, complaints and returns
1. After making a Reservation and paying for it, Client cannot edit it or change it for another one.
  2. Tickets returns are possible only in case of change in the date, place or a significant change of the hour of the Event, with the difference of more than 2 hours comparing to the originally fixed time.
  3. In other cases than the ones described in point 1, Ticket returns are impossible and Client has no right to withdraw from the agreement. This limitation results from the Act art. 38 point 12 and 13.
  4. A return or rebooking can occur on a Client's request, after submitting it at: <http://www.kupbilecik.com/zwrot.html> or by email at: [kontakt@kupbilecik.com](mailto:kontakt@kupbilecik.com). The Administrator is obliged to rebook the Tickets or

reimburse immediately, not later than in term of 14 working days, in the same method that the Client paid for the Reservation.

5. In case of return, the only amount returned is the Ticket(s) nominal value; every other costs incurred by the buyer (including the cost of delivery, bank commissions and selling points service fees) are not reimbursed.
6. In case of Events which involve many artists, Organizer has the right to a slight change of the artists for reasons beyond his control, but only if it does not include more than a majority of the originally planned set of artists and if it does not influence the programme of the planned Event.
7. In case of purchasing a Ticket in one of the Selling Points, Ticket return is possible only on presentation of the receipt and in situation when the Event has been cancelled or significantly changed. By "significant change" we mean a change of date or place of the event or a situation exceeding the range described in § 4 item 6 of this Terms and Conditions.
8. In case of Ticket return caused by reasons described in § 4 item 2 of this Terms and Conditions, Administrator reserves the right to refuse to execute the return if there are less than 7 days left to the Event and the changes described in § 4 item 2 of this Terms and Conditions occurred no later than 7 days before the date of the Event.
9. In case of any disagreements in the place of the Event (eg. duplicated seats, poor visibility or wrongly indicated sector), Client is obliged to inform Organizer about it as soon as possible, on the Event site. In case when the Client resigns to attend the Event for reasons directly attributable to the Organizer, the Client is obliged to be given by the Organizer a written confirmation regarding the situation. Only a written complaints confirmed by the Organizer will later be subject to review.
10. All Client's complaints are reviewed by the Administrator within not more than 14 working days and they should be sent at the email address: [kontakt@kupbilecik.com](mailto:kontakt@kupbilecik.com) or at the Administrator's correspondence address. If the complaint is not related with the Ticket Shop activity but with Organizer's activity, then Administrator reserves the right to prolong the time of reviewing the complaint in order to consult the Organizer. Client will be informed

about a potential prolongation of the time of complaint's reviewing by the Administrator.

11. Potential returns and reimbursements resulting from a positive review of a complaint will be executed after consulting the Client.

#### § 5 Products – delivery, complaints and returns

1. Administrator is obliged to deliver the ordered Products without damages and in time and way indicated by the Client in the order form.
2. A Client, who is a consumer, has the right to terminate the agreement without announcing the reasons only within 14 days since the day of the product delivery, subject to item 3.
3. The law mentioned above does not apply to Products that are sound or visual recordings, which protective packaging has been opened after delivery, according to the art. 38 point 9 of the Act.
4. A Client, who is a consumer, has the right to terminate the agreement by an unequivocal statement sent to Administrator by mail at his correspondence address or at his email address: [kontakt@kupbilecik.com](mailto:kontakt@kupbilecik.com) before the deadline of the agreement termination elapses.
5. In case of termination of the agreement, Administrator gives back to Client all funds received from him/her, including the cost of the Product delivery (with the exception of extra costs resulting from the delivery method chosen by Client, other than the cheapest, ordinary delivery method offered by Administrator), immediately and not later than within 14 days since the day when Administrator was informed about the Client's decision about exercising of the right of withdrawal from this agreement.
6. Administrator will return the payment using the same payment method which was chosen by the Client in the original transaction, unless the Client clearly accepts other solution.
7. Client is not charged for anything related with the funds reimbursement resulting from the termination of the agreement.
8. Client is obliged to return or give the returned Product to the Administrator immediately, not later than within 14 days since the day the he/she informed Administrator about the termination of the agreement.
9. Administrator can abstain from returning the payment until he receives the returned Product.
10. Client must cover the direct cost of the return of the Product to Administrator.

11. Client holds responsibility for decrease in the Product's value only when it results from using it in any other way than it was necessary to state the character, qualities and functioning of the Product.

## § 6 Final provisions

1. For the correct use of the Ticket Shop, it is necessary to have a web browser compatible with the HTML5 standard and with JavaScript and SSL supports enabled.
2. Online transaction settlements by a credit card and quick online payments are executed via Shared Service Centre PayU.pl, tPay.com or PayPal.com. Administrator is not liable to the Client for any actions conducted by the mentioned payment intermediaries.
3. Tickets shipment is conducted with the use of Poczta Polska's and a courier company DHL's services. Administrator is not liable to the Client for any third parties' actions, in particular, for losses, omissions, damages and delays caused by an intermediary delivering the tickets.
4. Administrator is not responsible for the information and materials uploaded on the Ticket Shop by Clients and Organizers. In case when a person or entity recognizes that any content present at the Ticket Shop violates their rights, personal properties, good morals, feelings, morality, beliefs, principals of fair competition, legally protected secret, they should immediately inform about it the Administrator who, after receiving information about potential violation, is obliged to take necessary measures to remove from the Ticket Shop the content being the cause of the violation.
5. Administrator is not liable to the Client for the Organizers' actions, in particular, for the cancelled or delayed Events, subject to the provisions of §4.
6. Other matters that are not included in the Terms and Conditions are recommended to be resolved amicably and any disputes related with services provided by Administrator within the framework of the Ticket Shop will be resolved by common courts.
7. Terms and Conditions are valid from 1 March 2018.
8. Because of the location of the company, it is subject to Polish law.