

## **Terms and Conditions of Online Sales of Tickets to the Teatr Wielki – Polish National Opera**

Online Sales of Tickets to the to the Teatr Wielki – Polish National Opera are handled by the Teatr Wielki – Polish National Opera, artistic institution RIK No. 47/98, with its seat at Plac Teatralny 1, 00-950 Warsaw, Poland, NIP No. 525-20-59-432, REGON No. 013055028, through the [www.teatrwieli.pl](http://www.teatrwieli.pl) website.

### **§1 Definitions**

For the purposes of these Terms and Conditions, the following definitions apply:

**Terms and Conditions:** the document setting out the terms and conditions of online sales of tickets to Events held the Teatr Wielki – Polish National Opera

**The Theatre:** Teatr Wielki – Polish National Opera, artistic institution RIK No. 47/98, with its seat at Plac Teatralny 1, 00-950 Warsaw, Poland

**Buyer:** a user of the online ticket sales system, be it an individual, legal person or an organisational unit without legal personality, also referred to as "Customer"

**Events:** performances, concerts and other artistic, cultural and educational events held at the Theatre or organised by the Theatre alone or in partnership with other persons or organisations.

**Electronic ticket:** a ticket to an Event bought online and delivered to the Buyer as a PDF file, bearing a unique verification code, also referred to as "e-ticket"

**Online sales:** sales of tickets to Events effectuated via the [www.teatrwieli.pl](http://www.teatrwieli.pl) website

### **§2 General provisions**

**This document sets out the terms and conditions of online sales of tickets to Events held at the Theatre or organised by the Theatre alone or in partnership with other persons or organisations.**

1. These Terms and Conditions are available for downloading in PDF format at the Theatre's website and may be saved to the Customer's device.

2. To use the online ticket sales system, a Customer needs the following hardware and software: a device connected to the Internet, an e-mail address, a web browser such as Firefox 30 or newer, Chrome 35 or newer, Internet Explorer 10 or newer, a black-and-white printer or a mobile device (smartphone, tablet, e-reader) that may process PDF files and display the e-ticket.
3. To buy an e-ticket you need to have an active e-mail account.
4. Customers are prohibited from including illegal messages or content in their communication with the Theatre.
5. Placing an order online is immediately followed by making the due payment.
6. The payment may be made by electronic means only, namely by card or an online money transfer.
7. Payments are operated via Przelewy24 owned by Dialcom Sp. z o.o. with its seat at Kanclerska 15, 60-327 Poznań, Poland, a registered payment service provider no. IP24/2014, supervised by the Financial Supervision Authority (Poland) and registered with the District Court for Poznań, 8th Commercial Division of the National Court Register, KRS No. 0000306513, initial capital: PLN 1.697.000, NIP No. 781-173-38-52, REGON No. 634509164, tel. +48 61 642 93 44, fax. +48 61 642 90 31.
8. The acquirer for Przelewy24 is PayPro SA, which authorises and settles transactions based on the Decision of the Polish National Bank Governor No. 1/2011 of 1 April 2011 and provides payment services as a national payment institution based on the Financial Supervision Authority's decision of 10 June 2014, and which is registered as a payment services provider together with DialCom24 Sp. z o.o, the payment system operator, with the number IP24/2014 (see: <https://erup.knf.gov.pl/View/>). The operations of PayPro SA as a national payment institution are supervised by the Financial Supervision Authority.
9. The prices provided on e-tickets are denominated in the Polish zloty (PLN), include all taxes due (including VAT), and become binding as of the moment of placing the order.
10. The Buyer is charged a handling fee on every e-ticket by the payment system operator. The amount of fee payable is displayed after the Customer selects seats on the seating plan.

### **§3**

#### **General provisions on placing orders online**

1. The contract of sale between the Buyer and the Theatre is made via the Theatre's website at [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and involves:

- a) selecting an Event
  - b) selecting a seat (or seats) and the price variant (if more than one is available)
  - c) providing the Buyer's first and last name, address, e-mail address, and telephone number
  - d) confirming the order
  - e) making the payment by card or online money transfer
  - f) a confirmation of completing the transaction being sent to the e-mail address provided by the Buyer.
2. The Theatre cannot be held responsible in the event that the Customer provides incorrect or false information when placing the order or fails to acquaint him or herself with these Terms and Conditions.
  3. You may cancel or modify your order before confirming the payment.
  4. An order is considered final when the Theatre receives a confirmation of payment from the Buyer's bank.
  5. If your bank fails to send in a payment confirmation within 30 minutes of placing the online order, the order is automatically cancelled.
  6. In the event that the order is automatically cancelled, any amount debited from your account will be withheld by the payment service operator, DialCom24 Sp. z o.o. (Kancelerska 15, 60-327 Poznań), the owner of Przelewy24. Please contact the payment service operator directly via e-mail: [info@bilety24.pl](mailto:info@bilety24.pl), [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by phone (+48 61 642 93 44) to inquire about the next steps to be taken. The amount may be withheld towards your next purchase at [www.teatr Wielki.pl](http://www.teatr Wielki.pl) or will be returned to your bank account.
  7. The Theatre shall not be responsible for any consequences of a breakdown of the Przelewy 24 payment system or actions or omissions on the part of DialCom24 Sp. z o.o.
  8. Under the Resolution of the Minister of Finance (Poland) of 4 November 2014 on exemptions from the obligation to record sales with the use of cash registers, online sales of tickets to the Theatre's Events are exempt from the aforementioned obligation and the Buyer shall not receive a receipt.
  9. A Buyer may be issued a VAT invoice. The only information included on the invoice are details provided by the Buyer when placing the order. To request a VAT invoice, please send an e-mail to [bow@teatr Wielki.pl](mailto:bow@teatr Wielki.pl) within 3 months of the end of the month when the

goods or services were delivered. VAT invoices are sent by e-mail in PDF format and do not include the handling fee.

10. The handling fee invoice may be downloaded by clicking on a link provided in the e-mail confirmation of payment received from Przelewy24.

#### **§4**

##### **Detailed provisions on online sales of tickets**

1. Online sales of tickets end 3 hours before the commencement of the Event. For selected Events, the Theatre reserves the right to change the closing time.
2. Online sales of tickets are operated on behalf of the Theatre by Bilety24 owned by Dialcom Sp. z o.o. with its seat at Kanclerska 15, 60-327 Poznań, Poland, e-mail: [info@bilety24.pl](mailto:info@bilety24.pl), tel.: +48 61 642 92 36 ext. 1, fax.: +48 61 642 90 31, NIP No. 781-173-38-52, REGON No. 634509164, District Court for Poznań, 8th Commercial Division of the National Court Register, KRS No. 0000306513, initial capital: PLN 1 697 000.
3. Online tickets are sold for a regular price or at a discount, namely:
  - a 20% discount is offered to children younger than 7 year of age, school and university students younger than 26 years of age, pensioners, disabled people, and persons aged over 70,
  - a 75% discount is offered to students of music schools, ballet schools, universities and colleges of music, and musicology departments younger than 26 years of age,
  - a 25% discount is offered to holders of Karta Dużej Rodziny (Big Family Card).
4. The price of a concessionary ticket cannot be lower than:
  - the price of a ticket in the cheapest pricing zone in the Moniuszko Auditorium for Events held at the Moniuszko Auditorium,
  - the price of a rush ticket for Events held at the Młynarski Hall and other venues at the Theatre.
5. The Theatre reserves the right not to offer discounts for selected Events.
6. The Theatre reserves the right to sell tickets to selected Events as part of sales promotion activities designed on a case by case basis.
7. As a holder of a concessionary ticket, you will be asked to document your eligibility when entering the Theatre. Failing to present a valid proof of eligibility, you will be

denied entry to the Event without the right to demand a refund. You may decide to pay the remainder of the entry fee at the box office before the start of the Event, yet must accept the resultant risk of coming late to the performance and suffering other inconvenience.

8. You can buy up to 14 tickets to an Event in a single session. The Theatre reserves the right to offer less e-tickets per session for selected Events.
9. After you have successfully made the payment, you will receive a confirmation and an e-ticket in PDF format via e-mail. Please save and print the ticket on white paper, size A4, so that the code is legible.
10. You may also display the e-ticket on your mobile device on condition that the 2D code is legible for the Theatre's ticket scanners. If the device requires Internet access to display the e-ticket, the resultant costs are paid by the Buyer according to his or her Internet plan.
11. You will be asked to display your e-ticket when entering the Theatre.
12. The Theatre reserves the right to refuse entry to a ticket holder whose e-ticket is damaged or illegible making it impossible to verify the code, or in the event that the code has already been used.
13. You are not allowed to erase or remove any information provided on the ticket. An altered ticket is invalid, and the Buyer is not eligible for a refund.
14. The screen of the device on which the e-ticket is displayed may not be damaged or dimmed.
15. An e-ticket entitles you to enter one, specific event.
16. An e-ticket provides entry for one person.
17. Your e-ticket will be checked at the time of entering the Theatre and cannot be reused.
18. Photocopying, scanning, or copying e-tickets is not permitted and results in the cancellation of the ticket.
19. You cannot make your e-tickets available to third parties as this will be considered as an attempt to copy the ticket.
20. A ticket holder may be asked to present an identification document when entering the Theatre.
21. Latecomers will only be allowed to the auditorium during intermissions.

22. Returns of unused tickets to Events that have already taken place or that have started will not be accepted.

## **§5**

### **Termination of contract**

According to the Polish Consumer Rights Act of 30 May 2014, section 38(9), 38(10) and 38(12), a buyer does not have the right to terminate a contract concerning services associated with cultural events if the contract specifies a date or period when the service is to be performed. Therefore, as a Buyer of an e-ticket to the Theatre's Event you do not have the right to terminate the contract.

## **§6**

### **Ticket returns**

1. E-tickets can only be returned if the Event is cancelled or the repertoire is changed, namely a different production is shown instead of the one originally planned.
2. A casting change does not provide grounds for a refund.
3. Buyers are informed about event cancellation or repertoire change in a message sent to the e-mail address provided when placing the order. Attached to the e-mail is a ticket return form. The Theatre shall not be responsible for failing to inform the Buyer if the address provided is incorrect or false.
4. Please confirm the receipt of the above-mentioned information by replying to [bow@teatr Wielki.pl](mailto:bow@teatr Wielki.pl) and attaching a completed ticket return form to your message.
5. The refund will be processed without undue delay, not later than within 2 months of the date when the Theatre receives the ticket return form, by bank transfer to the bank account provided by the Buyer in the ticket return form or by cash at the Theatre's box office. The handling fee described in §2(10) herein is not refundable.
6. If an Event is cancelled, you may get a full refund within 2 months of the original Event date, however, no later than on 30 June, i.e. the end of the artistic season.
7. The Theatre shall not be held responsible in the event that the Customer provides incorrect or false information in the ticket return form.
8. The Theatre does not exchange tickets.

## **§7**

### **Complaints**

1. Complaints regarding online sales of tickets to the Theatre's Events in connection with the functioning of the website [www.teatr Wielki.pl](http://www.teatr Wielki.pl) or the Event itself should be submitted to [bow@teatr Wielki.pl](mailto:bow@teatr Wielki.pl). A complaint should include the Buyer's contact information and state the reasons for making the complaint.
2. Complaints are handled within 14 days of their receipt. The Theatre will inform the Buyer about its decision using the e-mail address provided by the Buyer in the complaint.
3. Complaints regarding online sales of tickets to Events in connection with:
  - online payments – should be submitted to Przelewy24 ([serwis@przelewy24.pl](mailto:serwis@przelewy24.pl), tel.: +48 61 642 93 44)
  - the delivery of e-tickets – should be submitted to Bilety24 ([info@bilety24.pl](mailto:info@bilety24.pl), tel.: +48 61 642 92 36 ext. 1)

## **§8**

### **Privacy policy**

1. The personal information provided by the Buyer is administered by the Theatre, subject to §2(8) and §4(2) herein.
2. Placing an order online the Buyer is understood to agree for his or her personal information to be stored and processed by the Theatre in order to handle the order.
3. The storing and processing of Buyers' personal information is conducted in accordance with relevant legal provisions.
4. Any person making their personal information available has a right to freely access, correct and update it.
5. The Theatre makes the Buyer's personal information available to Przelewy24 to use in order to handle online payments made by the Buyer through the online ticket sales service and to fulfil all legal obligations associated with processing such payments.
6. The Theatre uses cookies, i.e. text files which are stored on a user's computer. The mechanism's goal is not to obtain any information about individual users but to hold the user's navigation data and log-in status, and generate aggregate statistics concerning user flows. The statistics are meant to help follow the way the Theatre's website is used to inform improvements of its structure and content.
7. Users may delete cookies or change their web browser settings, however this may hamper the use of the website.

## §9

### Final provisions

1. The Theatre is not responsible for the quality of the Internet connection used by the Customer to buy tickets online.
2. The Theatre shall not be held responsible in the event that administrators of mail servers block messages sent to the e-mail address provided by the Buyer or if such messages are deleted or blocked by software installed on the Buyer's computer.
3. The Theatre reserves the right to suspend or end online sales of tickets through its website, in particular in order to perform maintenance or development works.
4. The Theatre reserves the right to introduce changes to its repertoire.
8. The Theatre reserves the right to launch and call off sales promotion activities.
9. The Theatre reserves the right not to cover the cost of transport in the event that an Event is cancelled due to causes beyond the Theatre's control, such as national mourning, performer's disability, unfavourable weather conditions, etc.
10. The Theatre reserves the right to change these Terms and Conditions. Any changes hereto come into force after the lapse of a period specified by the Theatre, which cannot be less than 14 days of the date of the change's publication on the Theatre's website at [www.teatr Wielki.pl](http://www.teatr Wielki.pl). Orders placed before the commencement date are processed according to the provisions in force on the date when the order was submitted.
11. In matters not regulated by these Terms and Conditions provisions of Polish law apply, in particular the Civil Code, the Consumer Rights Act, and the Act on Providing Services by Electronic Means.