

#### TEATR WIELKI - POLISH NATIONAL OPERA Rules and Regulations of the Friend of the Polish National Ballet Programme

## I DEFINITIONS AND GENERAL PROVISIONS

- 1. When used below, the following should be understood to mean:
  - a. **Rules and Regulations** rules and regulations of the Friend of the Polish National Ballet Programme;
  - b. **Programme** the Friend of the Polish National Ballet Programme;
  - c. Theatre Teatr Wielki Polish National Opera, registered in Warsaw, at Plac Teatralny 1,
    - 00-950 Warsaw;
  - d. **Contract** the contract specifying the obligations of the Theatre under the Friend of the Polish National Ballet Programme, specified in section III of the Rules and Regulations;
  - e. **Contribution** the contribution to be paid for the participation in the Friend of the Polish National Ballet Programme, specified in section III of the Rules and Regulations.
- 2. The Rules and Regulations define the terms and conditions of participating in the Friend of the Polish National Ballet Programme.
- 3. The title of "Friend of the Polish National Ballet" may be awarded to any individual or legal person that concludes the Contract with the Theatre and pays the Contribution stipulated in II.4 and III.1 herein.
- 4. The title is awarded for the duration of the season when the Contract was signed (and the Contribution paid). In the event that the Contract was signed (and the Contribution paid) during the off-season break, the title is awarded for the duration of the upcoming season.

#### II JOINING THE PROGRAMME

- 1. A person interested in joining the Friend of the Polish National Ballet Programme may apply in the following manner:
  - a. by completing an online application form available on www.teatrwielki.pl, or
  - b. by submitting a completed and signed application form by post or in person to the following; address: Teatr Wielki Polish National Opera, plac Teatralny 1, 00-950 Warszawa, Poland (the application form is included herein as Exhibit 1).
- 2. The Contract is concluded when:
  - a. a completed online application has been delivered to the Theatre through the website www.teatrwielki.pl and the Contribution has been paid, or
  - b. a completed hard copy application has been delivered to the Theatre by post or in person and the Contribution has been paid.
- 3. The Theatre shall begin to perform the obligations set out in section IV of the Rules and Regulations after the Contribution is transferred to the Theatre's bank account, as specified in II.5.
- 4. The Contribution is one-off and depends on the type of membership chosen (see III.1

herein).

- 5. The Contribution should be paid to the following bank account: Bank Gospodarstwa Krajowego 62 1130 1017 0020 1462 7820 0006.
- 6. Please write "Przyjaciel Polskiego Baletu Narodowego" in the transfer's details.
- 7. In the case of online applications, payments are operated by an online payment service provider in accordance with the provider's terms of use.
- 8. By agreeing to the Contract, the applicant is understood to accept the Rules and Regulations.
- 9. By submitting a completed application, the applicant confirms that the data provided in the application are true.

# III TYPES OF MEMBERSHIP

- 1. The Programme offers three types of membership:
  - a. The Enthusiast Package (available to individuals only) contributions ranging from 100 zł to 999 zł. When applying online, the applicant pays 100 zł and may increase their Contribution by bank transfer;
  - b. The Aficionado Package (available to individuals only) contributions ranging from 1000 zł to 4999 zł. When applying online, the applicant pays 1000 zł and may increase their Contribution by bank transfer;
  - c. The Connoisseur Package (available to individuals and legal persons) contributions starting at 5000 zł regardless of the manner of application.
- 2. The maximum number of Aficionado Packages available each season is 50. The Theatre shall inform prospective applicants when the limit has been reached.
- 3. A package may be purchased as a gift for a third party. In such event, the buyer completes the online application form available on www.teatrwielki.pl, checks 'This is a gift' box, pays the Contribution, and receives an e-mail message containing an activation link that must be forwarded to the giftee so that they could sign up to the Programme. The buyer cannot sign up to the Programme only the giftee can do that by clicking on the activation link and completing the application form to which the link directs. If the buyer fails to forward the activation link to the giftee or the giftee fails to sign up to the Programme is forfeited and the Contribution shall not be refunded by the Theatre.

## IV MEMBER BENEFITS

- 1. An Enthusiast is entitled to:
  - a. receive e-mail updates on the programme of the Polish National Ballet;
  - b. two pre-booked tickets for all Polish National Ballet's performances held at the Moniuszko Auditorium, except for premieres; if unused, the booking is cancelled 30 days before the performance night;
  - c. attend one stage rehearsal for a selected ballet production a season (by prior arrangement only);
  - d. take part in meetings organised for the Friends of the Polish Ballet once a month, by invitation only;
  - e. unless they object, have their name listed along with other Friends of the Polish National Ballet on the Theatre's website.
- 2. An Aficionado is entitled to:
  - a. receive e-mail updates on the programme of the Polish National Ballet;
  - b. two pre-booked tickets for all ballet performances held at the Moniuszko Auditorium, including guest performances by other ballet companies; if unused the booking is cancelled 14 days before the performance night;
  - c. a copy of the Season Book signed by the director of the Polish National Ballet and a programme brochure for a selected ballet production signed by the dancers;

- d. unless they object, have their name listed along with other Friends of the Polish National Ballet in programme brochures for ballet productions (initial runs and reprints), on the Theatre's website, and in the Season Book;
- e. attend two stage rehearsals, each for a different ballet production, a season (by prior arrangement only);
- f. participate in meetings organised for the Friends of the Polish National Ballet,
- g. participate in receptions or toasts and meetings with artists after premiere nights,
- h. attend ballet studio rehearsals by prior arrangement with the Theatre (please contact us at przyjacielpbn@teatrwielki.pl);
- i. two free tickets for final dress rehearsals for all new Polish National Ballet productions;
- j. receive invitations to participate in events such as: exhibition openings, press conferences, or meetings with artists, to be held at the Theatre.

## 3. A Connoisseur is entitled to:

- a. unless they object, have their name/company name listed in the Season Book, programme brochures for ballet productions, and on the website of the Theatre;
- b. attend two stage rehearsals, each for a different ballet production, a season (by prior arrangement only);
- c. attend ballet studio rehearsals by prior arrangement with the Theatre (please contact us at przyjacielpbn@teatrwielki.pl);
- d. two free tickets for final dress rehearsals for all new Polish National Ballet productions;
- e. participate in receptions or toasts and meetings with artists after premiere nights,
- f. receive invitations to participate in events such as: exhibition openings, press conferences, or meetings with artists, to be held at the Theatre;
- g. personally give the artists their compliments on stage after the curtain call;
- h. four pre-booked tickets for all ballet performances held at the Moniuszko Auditorium, including guest performances by other ballet companies; if unused, the booking is cancelled 14 days before the performance night;
- i. an invitation for two for all ballet premieres of the season and a programme brochure;
- j. a copy of the Season Book signed by the director of the Polish National Ballet and a programme brochure for a selected ballet production signed by the dancers;
- k. participate in meetings organised for the Friends of the Polish National Ballet;
- l. negotiate individual terms and conditions of membership in the Programme if their Contribution exceeds 10 000 zł.

## V PERSONAL DATA PROCESSING

- 1. By concluding the Contract, the participant consents:
  - a. to the storage and processing of their personal data for the purposes of receiving information about the Programme and other events held at Teatr Wielki Polish National Opera, in accordance with the Polish Act on Personal Data Protection of 29 August 1997(Dz. U. of 2016, item 922);
  - b. to receiving information and communications from Teatr Wielki Polish National Opera by electronic means, in accordance with the Polish Act on Providing Services by Electronic Means of 18 July 2002 (Dz. U. of 2017, item 1219).
- 2. The controller of the personal data is Teatr Wielki Polish National Opera, Plac Teatralny 1, 00-950 Warsaw, Poland.
- 3. The personal data are processed in accordance with the Polish Act on Personal Data Protection and solely for the purposes of providing the services set out herein.

- 4. Providing personal data is voluntary, yet is a requisite for the Contract's conclusion.
- 5. The following personal data are collected by the Theatre:
  - a. name, surname, e-mail address, address for correspondence (obligatory data);
  - b. telephone number, company name, tax identification number, company address (optional data).
- 6. The Theatre shall make sure that owners of the personal data collected may execute their rights stipulated by the Polish Act on Personal Data Protection, including the right to access their personal data, correct them, and control the processing of their personal data, as set out in the above-mentioned Act.
- 7. Based on their right to control the processing of their personal data, the owner may file a written request, complete with a justification, demanding that the processing of their personal data be ceased.
- 8. For the purposes of providing the services set out herein and to facilitate the online application process, the Theatre shall entrust, pursuant to separate contracts, the collected personal data to the following third parties:
  - a. the provider of the online application form, Macopedia Sp. z o.o., ul. Jana Matejki 11a, 60-766 Poznań, Poland;
  - b. the Internet hosting service provider, Octawave Sp. z o.o., ul. Domaniewska 44a, 02-672 Warsaw, Poland.
- 9. The collected personal data are protected from being obtained by an unauthorised party, being otherwise disclosed or lost, as well as from destruction or illicit modification, by way of appropriate organisational, technical, and programming measures.
- 10. The Theatre uses 'cookies' in order to adjust the content of www.teatrwielki.pl to the individual needs and preferences of its users, as well as to prepare general statistics. Disabling cookies in the web browser settings will not render the service inoperable, yet may impede its use.

#### VI INQUIRIES AND COMPLAINTS

- 1. In order to inquire about the services set out herein, potential applicants or current members of the Programme are free to contact the Theatre:
  - a. by a letter addressed to Teatr Wielki Polish National Opera, Plac Teatralny 1, 00-950 Warsaw, Poland;
  - b. by e-mail to przyjacielpbn@teatrwielki.pl;
  - c. by telephone at +48 22 692 02 31 (standard charges set by the caller's telephone company apply).
- 2. A member of the Programme may file a complaint regarding the Theatre's failure to perform or inappropriate performance of the services set out herein.
- 3. Complaints should be filed by e-mail to przyjacielpbn@teatrwielki.pl and should include the member's name and surname, e-mail address, telephone number, and the the case of complaints concerning payments transaction date and number.
- 4. The Theatre shall reply to the complaint by e-mail within 14 days. The Theatre's decision is final.
- 5. Complaints concerning circumstances within the scope of the payment service provider or the service providers listed in V herein may be forwarded by the Theatre to the relevant party within the response deadline, of which the member shall be informed by e-mail.

#### **VII FINAL PROVISIONS**

- 1. The Theatre reserves the right to change the scope of services offered pursuant to these Rules and Regulations.
- 2. The language of communication for the purposes of the Programme is Polish or

English.

- 3. In matters unregulated herein, relevant legal provisions apply.4. Exhibit 1 hereto is herby made a part hereof.

## Exhibit 1 - Application Form

A completed and signed application form must be delivered by post or in person to: Teatr Wielki - Polish National Opera, Plac Teatralny 1, 00-950 Warsaw, Poland.

N a m e	a n d	surname:
A d d r e s s	for	correspondence:
E-mail		a d d r e s s :
P h o n e		N o . :

Type of membership:

- Enthusiast
- Aficionado
- Connoisseur
- I would like to receive a VAT invoice (Details for invoicing:)
- I accept the Rules and Regulations available on www.teatrwielki.pl\*
- \* I consent to the processing of my personal data included in the registration form by the data holder as defined in he Polish Act on Personal Data Protection of 29 August 1997 (Dz. U. of 2016, item 922 as amended), that is the Teatr Wielki Polish National Opera, Plac Teatralny 1, 00-095 Warsaw, Poland, for the purposes of operating the Friend of the Polish National Ballet Programme. I have been informed that I have the right to access my personal data and correct them as well as to withdraw my consent to their processing at any time. I have also been informed that providing my personal data is voluntary. I herby confirm that the data I provided are true.