

## TERMS AND CONDITIONS OF ONLINE TICKET SALES

### I. Definitions

1. **Castle** – Wawel Royal Castle, a legal entity registered in the register of cultural institutions kept by the Minister of Culture and National Heritage under RIK number 21/92 with NIP number 6750004459 and REGON number 000276009, address: Wawel 5, 31-001 Kraków
2. **Branches of the Castle** – Pieskowa Skała Castle address: 32-045 Sułoszowa and Manor House at Stryszów address: Stryszów 508, 34-146 Stryszów
3. **System** – online ticketing system selling tickets for Visits, Events, and Classes organized in the Castle and in Branches of the Castle available at <https://ebilet.wawel.krakow.pl/>
4. **Payment Service Provider** – PayPro S.A., with registered headquarters in Poznań 60-327, ul. Kanclerska 15
5. **Software Provider** – Visual.net, with registered headquarters in Zabrze 41-808, ul. Wyszyńskiego 19
6. **Visit** – individual visit available to persons visiting the Castle and Branches of the Castle and taking place on the dates indicated on the ticket and pursuant to the terms and conditions of visiting available at <https://wawel.krakow.pl/regulamin-zwiedzania>, <http://pieskowaskala.eu/zwiedzanie/>, <http://dwor-stryszow.pl/zwiedzanie/>
7. **Event** – shows, parties etc. taking place at the Castle and Branches of the Castle
8. **Classes** – educational classes, workshops, educational pathways etc. taking place at the Castle and Branches of the Castle
9. **Terms and Conditions** – these terms and conditions for online sale of individual tickets for Visits, Events or Classes at the Castle or Branches of the Castle through the System
10. **Order number** – number of the transaction of a purchase made through the system
11. **Buyer** – person buying individual tickets online for Visits, Events, or Classes at the Castle or Branches of the Castle
12. **Ticket** – document authorizing entry to a Visit, Event, or Class on the determined date, location, including the payment for the Visit, Event or Class, pursuant to the information on the ticket
13. **GDPR** – Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27<sup>th</sup> April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and on the repeal of resolution 94/46/CE (General Data Protection Regulation)

### II. General provisions

1. These Terms and Conditions determine detailed terms and conditions for the purchase of individual tickets online for Visits, Events, and Classes at the Castle or Branches of the Castle.
2. The Castle offers the service of buying individual tickets pursuant to the provisions of Terms and Conditions. The Castle reserves the right to make changes and updates to the content of Terms and Conditions at any time, whereas any change to the Terms and Conditions shall be made public by posting information about the change in the System and on the websites of the Castle and the Branches of the Castle.

3. A condition necessary to buy tickets through the System is to read these Terms and Conditions, Terms and Conditions of the Wawel Hill, Terms and Conditions of visiting Wawel Royal Castle, Pieskowa Skała Castle, Manor House in Stryżów and to confirm reading them and accepting their content by checking the relevant check box in the System before making the payment. The contents of the above mentioned Terms and Conditions may be read on the System's website under the "General information" tab.

4. Visits are possible solely during the Castle and Branches of the Castle's opening hours, taking into account the last time of entry before closing, indicated by the Castle or Branches of the Castle.

### **III. Buying individual tickets online**

1. Buying tickets through the System is possible after filling in the purchase form and following the instructions included in the System. The Buyer is required to fill in the form carefully and completely. Failure to follow the instructions included in the System can make it impossible to successfully buy the ticket. Providing false data, in particular a false e-mail address, can make it impossible to obtain the ticket or reimbursement pursuant to clause 6 of Terms and Conditions.

2. The System allows for the purchase of a maximum of 5 (five) individual tickets for the same Visit on the same day and at the same time in one transaction. In the case of Events and Classes, the ticket limit shall be determined individually depending on the specifics of the Event. The above mentioned limit does not concern family tickets (if available for the event), which presumably indicate a predetermined number of people.

3. The Buyer does not have the option of selecting only free tickets in the System. Selection of a free ticket is possible only together with a payable ticket. If you are entitled to free Visits to the Castle and Branches of the Castle, please contact us at: [ebilet-kontakt@wawel.org.pl](mailto:ebilet-kontakt@wawel.org.pl).

4. Payment for online ticket purchases can be made by bank transfer or payment card.

5. The prices are given in Polish Złoty (PLN) and include VAT.

6. The tickets are sold in accordance with the applicable price list for online ticket sales.

7. The tickets remain property of the Castle until the Castle or Branches of the Castle receive confirmation of payment from the Buyer's Bank.

8. Payment not confirmed by the Payment Service Provider within 15 minutes from the moment of placing the order, results in automatic cancellation of the order, about which the Buyer shall be informed in an e-mail message sent by the System to the address provided during the purchase process.

9. If the payment from the Buyer's account was made and the System cancelled the order because the 15 - minute time limit for making the payment had expired, the tickets need to be purchased again using the transaction number and password provided by the system of the Payment Service Provider and selecting the "use prepayment" option as the method of payment. If you are unable to buy the tickets again because there are not enough tickets available for sale, please contact us at: [ebilet-kontakt@wawel.org.pl](mailto:ebilet-kontakt@wawel.org.pl).

10. Payments for tickets are supported only by the indicated Payment Service Provider.

11. The Buyer does not receive a fiscal receipt pursuant to Regulation of the Minister of Finance of 28<sup>th</sup> December 2018 on exemptions from the obligation of keeping registry with the use of cash registers (Dz. U. from 2018, item 2519).

12. In order to receive a VAT invoice, select "VAT invoice" in the purchase process and provide correct information necessary for its issuing.

13. Immediately after buying the tickets online, the Buyer shall receive Order confirmation from the system, sent by e-mail to the e-mail address provided by the Buyer, that shall indicate the location, order number, number of tickets ordered, subject of the order (determination of the specific Visit, Event or Class), date and time of entry (if applicable), and price of tickets ordered.

14. Before making the payment, the Buyer should make sure, that the selected entry times for each Visit, Event, or Class do not conflict with each other. The Castle shall not be responsible for the inability to use the purchased tickets resulting from the Buyer's not taking into consideration the time necessary for the Visit, Event, or Class.

15. The Buyer is required to comply with the time of entry to the Visits, Events, and Classes indicated on the ticket. In the case of entries with the service of a guide included in the ticket price there shall be no possibility to enter after the time of commencement or at another time of Visit. In the event where the time of entry is not indicated on the ticket, the ticket is valid within the opening hours of the facility or scheduled duration of the event subject to the last time of entry indicated by the Castle or Branches of the Castle.

16. Any Buyer who chooses discounted or free tickets in the system is required to present a document authorizing him/her to the discount or exemption from the fee before entering the Visit, Event or Class. Tickets without a documented right to the discount do not authorize the Buyer to enter and are not subject to reimbursement.

17. Following receipt of payment confirmation from the Payment Service Provider, the ticket shall be sent to the provided e-mail address in form of a PDF attachments. The Buyer should immediately verify the correctness and accuracy of the ticket with the order, in particular the amount, location, type of Visit, Event, Class, its date and time.

18. The Castle shall not be responsible for failing to deliver the ticket if the Buyer provided a false e-mail address, or in the event that the anti-spam system in the Buyer's e-mail system blocked the message.

19. Tickets printed out or saved on a mobile device are subject to verification before entering the Visit, Event or Class and entitle the bearer to Visit or participate in the Event or Class (subject to provisions clause 14 and 15).

20. The Castle and Branches of the Castle reserve the right to refuse the Visit, participation in the Event or Class if the ticket is damaged or illegible and verification of the code is not possible.

21. No possibility to purchase tickets through the System, because they have run out, does not mean that there is no possibility to purchase tickets at the Ticket Office of the Castle or Branches of the Castle as long as tickets for Visits, Events, or Classes are still available for sale.

22. The System operates correctly on the newest versions of the following browsers: Chrome, Safari, Mozilla Firefox, Internet Explorer and Opera. Browsers recommended for the System are Chrome and Safari.

#### **IV. Personal data protection**

1. During the process of buying tickets online, the Buyer shall provide his/her personal data to the Castle, that is mandatorily his/her e-mail address and voluntarily his/her telephone number, and in case of persons requesting an invoice, all data necessary for its issuing.

2. Providing the data is voluntary. However, not providing data shall make it impossible to execute the agreement for sale of tickets online.

3. The Buyer may also give his/her consent to receiving promotional materials at the e-mail address provided. Such consent can be revoked regardless of the time limits indicated in clause 8 below.

4. The data shall be processed pursuant to Art. 6 clause 1b GDPR for purposes connected with the online purchase of tickets for Visits, Events and Classes, referred to in the Terms and Conditions.
5. The administrator of the personal data collected is the Castle.
6. The collected data shall be transferred to personal data processors by the order of the Castle, that is to the Payment Service Operator for the purpose of providing payment services and to the Software Provider for the purpose of executing the order, whereas these entities shall process the data pursuant to the agreement with the Castle.
7. In all matters related to the processing of personal data, contact the Data Protection Officer for the Castle, e-mail: [iod@wawel.org.pl](mailto:iod@wawel.org.pl).
8. Personal data shall be stored for a period of time determined by provisions of law, that is:
  - for buyers, who requested an invoice for the service bought, for 5 years counting from the end of the calendar year in which the tax liability reaches its maturity (Art. 10§1 and Art. 86 § 1 of the Tax Ordinance)
  - for remaining buyers for 2 years from the date of the transaction for the purpose of confirming the execution of the service and receiving payment for its execution,
  - in case of giving consent to sending promotional materials, until the consent is revoked
9. Other information concerning personal data processing are available at <https://wawel.krakow.pl/rodo>.

## **V. Complaints**

1. The Buyer can lodge a complaint concerning the process of buying tickets online by sending an e-mail message to [reklamacje@wawel.org.pl](mailto:reklamacje@wawel.org.pl) or by mail do the Castle's address labelled as 'Complaint – Online tickets' within 14 (fourteen) calendar days from the day when the event complained about occurred.
2. In the complaint, the Buyer should indicate: what the complaint regards, provide the order number, and the reason for the complaint. The Castle shall not be responsible for complaints lodged incorrectly, in particular for providing incorrect or false data by the Buyer.
3. The Castle shall not be responsible for the message not being delivered in the event of it being blocked by the Buyer's e-mail system's anti-spam system.
4. Number of tickets available for sale online in the System is not subject to complaints.
5. The complaint shall be considered by the Castle within 14 (fourteen) calendar days from the day of receipt of the complaint by the Castle. Immediately after considering the complaint, the Castle shall inform the Buyer about its resolution in writing or by e-mail to the address indicated in the complaint.
6. The Castle's consideration of the complaint does not preclude the Buyer's right to enforce his/her claims on general rules of the Civil Code and provisions of the Act of 30<sup>th</sup> May 2014 on consumer rights (that is Dz. U. from 2020, item 287).

## **VI. Return of tickets**

1. Pursuant to Art. 38 clause 12 Act of 30<sup>th</sup> May 2014 on consumer rights, tickets are not subject to reimbursement.
2. In exceptional situations, considered individually, purchased tickets are subject to return no later than 3 days before the date of the Visit or participation in the Event or Class. The return should be requested using the form available at <https://ebilet.wawel.krakow.pl/index.php/product>.

3. Tickets bought online are not subject to exchange for tickets at a different price or for another Visit, Event, or Class or another date of Visit, Event, or Class.
4. If the Visit, Event, or Class does not take place for reasons attributable to the Castle, the Castle shall inform the Buyer about that fact and it shall reimburse the amount paid through the Payment Service Provider.
5. The Castle shall not be responsible for not using the tickets, for not having the possibility to participate in the Visit, Event, Class, for reasons not attributable to the Castle.

## **VII. Final provisions**

1. Tickets purchased online cannot be copied or altered.
2. The Castle shall not be responsible for the functioning of the Internet network used to buy the tickets. The Castle shall not be responsible for messages and other information lost in the Internet network, individual computer settings and their configuration, as well as settings or interruptions in the provision of services by Internet access providers.
3. In the case of irregularities found in the functioning of the System, please contact the Software Provider 7 days a week at 9AM-5PM under telephone number 512 279 568 or e-mail: [support@systembiletowy.pl](mailto:support@systembiletowy.pl).
4. The Castle is not responsible for tickets damaged or lost by the Buyer.
5. When purchasing tickets the Buyer is required to read these Terms and Conditions, provide actual information, and not send any information of an unlawful nature.
6. Buying tickets online through the System does not include any additional cost, except for the cost of the Internet connection or telephone operator, which shall be borne by the Buyer according to the rates of the Internet provider or operator, whose services are used by the Buyer.