

## TICKET SALES REGULATIONS

The hereby regulations stipulate the general conditions of providing services of selling tickets via Internet by Vector Software Sp. z o.o. The tickets entitle to use the entertainment services ( hereinafter called “**Website**”)

### § 1

#### DEFINITIONS

1. Regulations – the hereby Regulations of selling Tickets via Website
2. Regulations of the Organizer – the regulations regarding the activity of the Organizer or the organizational rules of the Event for which the tickets are sold via the Website .
3. Website – the Website under [www.promisedland-artfestival.vectorsoft.pl](http://www.promisedland-artfestival.vectorsoft.pl) which is owned by Vector Software Sp. z o.o., through which Vector Software Sp. z o.o. shares all information about the Event with the Users and enables the purchase of Tickets through an electronic sale system provided by Vector Software Sp. z o.o.. The System enables to order, sell and return Tickets, in line with the regulations established by the Organizer.
4. Organizer – a natural or legal person, or an entity not having legal personality who organizes the Event for which the Tickets are being sold on the Website using the System.
5. Seller – Vector Software Sp. z o.o. with its seat in Warsaw, 02-486, Aleje Jerozolimskie 184B, registered into the Commercial Register of the District Court of Warsaw, XX Commercial Division of the National Court Register under the number 0000222218, Tax Identification Number 1132520435 and REGON number 015877208, distributing the Tickets for cultural events via the System.
6. Venue – a place where the Event will take place.
7. Event – each entertainment, sport or recreation show for which one can purchase Tickets via the Website.
8. Ticket – a PDF Ticket with a QR code to buy via the Website, a text message or an e-mail confirmation entitling the Client to participate in the Event. Tickets are available to the Client having an account on the Website in the tab called „Tickets” or are sent to the indicated e-mail address or phone number.
9. User – each natural person who turned 18 years of age and has full legal capacity, or a person who turned 13 years of age but has not turned 18 yet, however he or she may acquire rights and incur obligations as well as legal persons and organizational entities not having a legal personality but being able to incur obligations and acquire rights on their own behalf, all of which use the System.
10. Client – a User being a natural person, having full legal capacity, being able to acquire rights and incur obligations on their own behalf, concluding an agreement with the Seller to purchase the Tickets.
11. Proof of Purchase – a Ticket, a receipt or a VAT invoice confirming the purchase of the Ticket (in cases when they are issued).
12. Working Day – each day, excluding Saturdays, Sundays and all other public holidays.
13. Terms of using the Venue – a document drawn up by the owner or manager of the Venue, defining the rules which the User must follow while participating in the Event

taking place on the premises of the given Venue; this document may be presented under a different name on the Organizer's website or on the Venue's website.

14. Customer Service – a point giving information to the Users. Contacting the Customer Service is possible via e-mail on working days ( Monday through Friday) from 9.00-5.00 pm., under the e-mail: [wsparcie\(at\)vectorsoft.pl](mailto:wsparcie(at)vectorsoft.pl)
15. Paying Agent– Dotpay.pl., the owner and operator of Dotpay.pl is PayPro S.A. with its seat in Poznan, Kanclerska 15 Street, registered into the Commercial Register of the District Court of Poznan, VIII Commercial Division of the National Court Register under the number 0000347935, Tax Identification Number 7792369887, REGON number 301345068, share capital PLN 5 476 300,00 (paid in full). PayPro S.A. is responsible for the safety of online transactions. The credit card numbers of the Clients are secured through a high- quality security system such as 128 bit SSL.

## **§ 2**

### **GENERAL CONDITIONS**

1. The hereby Regulations include the provisions regarding, among others, the purchase of the Tickets using the Website as well as the return and complaint policy.
2. The User purchasing a Ticket accepts the provisions of the hereby Regulations.
3. The Regulations are available to the Users free of charge via the Website in a form which enables downloading and printing them.
4. Information included on the Website does not constitute a commercial offer of the Seller, unless the Regulations state otherwise.

## **§ 3**

### **SCOPE OF SERVICES**

1. To purchase a Ticket, one must register on the Website or create a User account.
2. While purchasing the Ticket, the User must provide the following data:
  - a. Full name of a natural person or the name of a company,
  - b. Phone number,
  - c. E-mail address,
  - d. Website address with presented works or a job in the creative industry with the name of the company,
  - e. T-shirt size,
  - f. Age,
  - g. Nationality,
  - h. Indication of specialization in terms of audiovisual arts (illustrator, animator, sculptor, etc.).

The above data is going to be processed by the Seller and Organizer solely to establish or terminate a legal relationship between the Client and Seller or between the Client and Organizer.

3. Depending on the type of Event, according to the Organizer's recommendations which result from safety issues at the Event, the Seller might require some additional data from the Client necessary to purchase the Ticket.

4. In the case of registered and logged Users, who have typed the required data in the tab „Profile”, and wish to buy the Ticket, their data shall download automatically.
5. ]The List of Events, which the User can buy a Ticket for, using the Website, is available under [www.promisedland-artfestival.vectorsoft.pl](http://www.promisedland-artfestival.vectorsoft.pl). The Seller is entitled to make changes on the list of Events at any given time, also to add new and cancel previous Events.
6. The Organizer is entitled, at any time, to suspend the sale of Tickets for a given Event. In such case the Seller does not guarantee to provide Tickets for all the Clients who have already paid for them. If the User has paid for the Ticket, he or she will get a money refund.
7. The Client is obliged to get familiar with and follow the Regulations of the Organizer and the Rules of using the Venue, prior to purchasing the Tickets. Both of these Regulations are made available to the Client before making the payment for the Tickets. The User may participate in the Event organized by the Organizer only on the conditions defined by the Organizer
8. If there is a map of the Venue on the Website, the Seller makes a reservation that the Organizer may implement some changes, particularly in the location of the Sectors. When the Seller receives information regarding any changes from the Organizer, he will inform the Client via the indicated e-mail.
9. The Seller and the Organizer are entitled to aggregate, process and use User’s behavioral data ( particularly transaction and browsing history, rating, read reviews and opinions), all to optimize the operation of the Website.

#### **§ 4**

#### **PURCHASE OF THE TICKETS**

1. The User may place an order for the Tickets on the Website 7 days a week and 24 hours a day, excluding technical breaks and lack of access to the Website independent from the Seller.
2. Placing an order by the Client makes the purchase between the Client and the seller come into force.
  - a. The Purchase of Ticket results from performing the below actions on the Website: registration on the Website and confirmation of creating an account,
  - b. Filling in the form along with choosing the Ticket, based on which the Organizer will verify the form,
  - c. Entering all the data or accepting the Client’s data indicated by the system detailed in §3, passage 2 and 3 of the Regulations,
  - d. If the verification by the Organizer is positive, the Client shall receive a link to payments through the Paying Agent on their website,
  - e. The payment shall be made within 7 days from accepting the amount and type of the purchased Tickets. If the payment is not made within these 7 days, the order shall be cancelled; in order to buy the Tickets, the Client has to start the whole process again,
3. After having made all the above steps, there will be a summary available including all the information on the price and specification of the ordered Tickets.

4. For each order placed by the Client, there is a price listed for the ordered Events which is a gross price in PLN. The Seller shall inform all Users about any additional payments prior to the purchase.
5. In the course of purchasing the Tickets, the Client is obliged to:
  - a. Accept the Regulations;
  - b. Accept the processing of Client's personal data by the Seller and Organizer;
6. In case of some Events, additional acceptance of rules may be required, particularly the Organizer's Regulations or the Rules of using the Venue.
7. A Client, purchasing a reduced- fare ticket, acknowledges and accepts that validating it is only possible after showing appropriate document or ID entitling to the reduced fare. The Organizer may refuse to convert it into a full-fare ticket or to accept a return if the Client does not show proper documents or ID.
8. The sale of the Tickets on the Website for an Event ends in the time agreed with the Organizer, usually 24 hours before the Event or when all tickets have been sold out. In the case of tickets sent by post, the sale ends minimum 10 working days prior to the Event. If the sale ends on an earlier date, it shall be visibly underlined on the Website.

## **§ 5**

### **PAYMENT FOR THE TICKETS OR SUBSCRIPTION**

1. The Client makes payments for the Tickets purchased for the Event via the Paying Agent, using:
  - a. Credit card (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro),
  - b. E-transfers, BLIK system.
2. The price of the Tickets resulting from the order ought to be paid immediately after having placed the order. The Client, while placing the order, shall be informed about the time limit within which he or she should complete it. In case of incompleteness of the order in the given time limit, the order shall be annulled.
3. The unpaid transaction (as stipulated in §4, passage 3, point e) of the Regulations, shall be immediately annulled. Any order, for which there was no method of payment chosen, shall be annulled as well..
4. In case of order cancellation, as stipulated above, there is no possibility to bring back the process of placing the order. If the money has been recorded on the Seller's bank account after the specified time limit, (§4, passage 3, point e) of the Regulations, the Client shall be fully refunded.
5. The Seller makes a reservation to terminate the sale agreement within 14 days of its conclusion if it has been concluded during a technical difficulty on the Website, particularly if there have been wrong prices or wrong descriptions of the Event displayed on the Website. If the payment for Tickets has been made, the Seller shall return it within 14 days from sending the termination.
6. The rights to the Ticket shall be transferred on to the Client just after the Seller receives the confirmation of payment from the Paying Agent. Afterwards, in the System, the Ticket will be made available for the Client in the form defined by the Regulations.

**§ 6**  
**EXECUTION OF ORDERS**

1. The Ticket may be delivered by:
  - a. E-mail if the Client has chosen this option, afterwards the Client may print it;
  - b. text message if the Client has chosen this option;
  - c. Self-pickup, directly prior to the Event, in the place indicated by the Organizer at the Venue.
2. The Seller reserves that some forms of delivering the order might be unavailable in case of some Events. The limit may result from the time left to the beginning of the Event or from the agreement made with the Organizer.
3. Delivery of the Ticket shall be made according to the preference of the Client, with the reservation of passage 3 above, however once chosen pick- up option may not be changed.
4. The condition to pick up the Ticket directly prior to the Event is to present the following data:
  - a. Order number;
  - b. Name and surname;
  - c. Pick-up code (it is send in the confirmation e-mail);
- d. 4 digits of the used credit card if the payment has been made by it.
- e. Additionally, the Client shall present an ID.
5. If the Client shares order data with third parties, there will be an unauthorized pick-up or printing of the Ticket, the Seller shall not be liable for the outcome of these actions.
6. The Seller shall be liable neither for the theft of the Ticket nor for sharing the Ticket and its order number or identification code with any third parties.
7. In case when the Client shall authorize a third party to pick up the Ticket, he or she must know the following data: order number, identification code, four last digits of the used credit card, name and surname given in the order and e-mail address to log with on [www.promisedland-artfestival.vectorsoft.pl](http://www.promisedland-artfestival.vectorsoft.pl), as well as must have a written authorization and ID. Due to the fact that there might be different regulations required by the Organizer regarding the pick-up by a third party, the Client should contact the Organizer prior to choosing this option to confirm the conditions.

**§ 7**  
**REDEEMING THE TICKET OR SUBSCRIPTION**

1. The Ticket, in line with its content, enables a given number of persons a one-time or multiple entries to the Event indicated on the Ticket ( unless it is a bearer ticket) or persons indicated on the ticket (if it is a personal ticket). If there is no information on the Ticket regarding the number of persons authorized a one-time entry to the Event, the Ticket allows the entry for just one person.
2. An illegible or damaged Ticket does not authorize to participate in the Event and is deemed invalid.

3. To redeem the Ticket one must show it at the ticket gate at the Venue in the form of a PDF, QR code sent as a link while having placed the order or a printed ticket collected at the Venue's ticket office.
4. The Seller shall not be responsible for the delays in redeeming the Ticket if the time between purchasing the Ticket and the beginning of the Event is shorter than stipulated in §4, passage 3 point e) of the Regulations.
5. The Organizer has the right to refuse to process any complaint from the Client if the delay or inability to enter the Event shall result from circumstances independent from the Seller or Organizer.
6. Client, purchasing the Ticket via Website directly prior to the Event, should take into account the time needed to check the Tickets.
7. The Ticket is valid from the moment of receiving the confirmation of the purchase till the end of the Event which it has been bought for, unless the Organizer states otherwise. Client is not entitled to participate in the Event after the ticket has expired.
8. If the Client wishes to leave the Venue during the Event, he or she should show the Ticket to the Venue Staff according to the requirements of the Organizer, under the pain of being unable to return to the hall where the Event takes place and to further participate in it. The Seller reserves that any given Organizer may not allow the Client to come back to the venue after having left it.

## **§ 8**

### **TICKET RETURN**

1. With reservation of separate provisions of the Regulations, the right to withdraw from a distant contract which is specified in the act on the rights of the consumer, dated May, 30th 2014, is not granted to Clients being consumers in the understanding of the legal provisions when concluding a Ticket purchase agreement with the Seller ( art. 38 point 12 of the abovementioned act) due to the fact that it stipulates the provisions of leisure, entertainment, sport or cultural services.
2. With reservation of separate provisions of the Regulations and the Organizer's Regulations, the Client has the right to return the Ticket if:
  - a. The QR code is illegible in the Venue, despite having met of all the requirements stipulated in the Regulations while purchasing it,
  - b. The Event, for which the Ticket has been bought, is cancelled
  - c. There are other circumstances on the side of the Organizer or Seller, preventing the Client from redeeming the Ticket in line with the Regulations.
  - d. The Organizer allows such possibility.
3. The Client may return the Ticket if there is a change in the time and place of the Event within the same Venue or place.
4. In case of cancellation or changes made to the place, date and schedule of the Event, the Seller shall inform the Client about it, shall he be informed by the Organizer. The Clients shall be informed via e-mail if they have a User account on the Website. In cases described above, the Seller and Organizer are authorized to contact the Client via phone or text message
5. The Client is obliged to keep the Purchase Proof to get the money refund if he or she wishes to return the Ticket.

6. Returns of Tickets for cancelled Events are accepted by the Organizer within the time indicated in his regulations, available on the Organizer's website or in his seat. If the term of accepting returns is not specified in the Regulations of the Organizer, the Tickets may be returned within 30 days from the cancellation of the Event.
7. Client should report the return to the Seller and Organizer, using the complaint procedures defined in the Regulations.
8. When paying by credit card, the refund shall be made directly to that card.
9. The Seller reserves that all complaints and motions regarding a cancelled Event, which the Seller is not the Organizer of, shall be made straight to the Organizer.
10. The Organizer may determine different, than specified herein, terms and conditions of returning the Tickets, which will be made available on the website of the Organizer or in his seat.

## **§ 9**

### **COMPLAINT PROCEDURE**

1. The User may file a complaint if the services defined by the Regulations are not provided by the Seller or are non-compliant with the Regulations.
2. The complaint may be filed via Internet to: [wsparcie\(at\)vectorsoft.pl](mailto:wsparcie(at)vectorsoft.pl) or sent to the address of the seat. The complaint shall include the name or company of the User, e-mail address and phone number which were used while buying the Ticket. It should also include a detailed description of Client's reservations, the name of the Event and the place of purchase.
3. If additional data is needed to the one given in the complaint, the Seller shall contact the Client prior to processing the complaint and ask for further information.
4. The Seller shall process the complaint in terms and conditions defined in the provisions of the Civil Code.
5. The answer to the complaint will be sent only to the e-mail provided by the User while buying the Ticket.

## **§ 10**

### **PERSONAL DATA**

1. The Organizer is the administrator of Users' personal data given to the Seller.
2. The Seller is an entity processing the data solely for the purposes defined in the Regulations.
3. Personal data is given to the Seller voluntarily, however, not providing the data specified in the Regulations may prevent the Seller from proper performance of the service.
4. Anyone, who has given the Seller their personal data, shall have the access to it and the possibility to alter and delete it.
5. The Seller ensures the possibility to delete personal data from his Website. The Seller, however, may refuse to delete it if the User has breached the legal provisions, and keeping the data shall be necessary to explain the circumstances and hold the User liable.

6. The Seller secures the provided personal data and makes effort to keep it safe from unauthorized access. The gathered personal data of the Users is treated as a separate database, stored on the servers of the Seller in a specially secured zone.
7. With reservation of §10 passage 9 below, the Seller does not sell, pass or grant the gathered data of the Users to any third parties or institutions, unless there is a clear consent or wish from the User's side, all in line with the law.
8. The Seller shall pass the gathered personal data of the Clients to the Organizer of the Event for which they have purchased the Tickets, in order to make sure he properly performs the service and obligations towards the Client.
9. The Seller reserves the right to disclose general statistical data regarding the Users to companies cooperating with the Seller. Such list does not include personal data of the Users.

## **§ 11 RESPONSIBILITY**

1. The Seller is entitled to disruptions in Ticket sales due to the following reasons:
  - a. modification, modernization, extension or maintenance of the system or software of the Seller,
  - b. force majeure, actions or negligence from third parties ( independent from the Seller).
2. The Seller is obliged to remedy the damages incurred by the Client due to improper performance of the service by the Seller or Organizer with respect to the purchase of the Ticket, but only if the Client does not get compensated by the Organizer after having exhausted all options and rights, specified in the Regulations. The liability of the Seller is limited to the real damages incurred by the Client.
3. The Seller is held liable due to improper performance of the agreement on the conditions defined by the Civil Code on warranties.
4. The Seller shall not be held responsible for improper performance of services via Internet if it has been caused by third parties ( particularly by Paying Agent, telcom operator, providers of electricity and telcom infrastructure). The Seller does bear responsibility for his own actions or negligence, or the negligence of his contractors, with whose help he provides his services or outsources them.
5. The Seller is not a party to the Organizer- Client agreements in terms of Ticket sales, nor to the Client- Paying Agent agreements in terms of payments.
6. The hereby Regulations are the sole source of the Seller's obligations, as well as the applicable law.
7. The Seller does not bear responsibility for wrongly typed data by the User on the Website nor is he responsible for technical issues preventing the User to log to the System, or for any other circumstances beyond the Seller's control.

## **§ 12 FINAL PROVISIONS AND CHANGE OF REGULATIONS**

1. The Regulations are in force from the day they are posted on the Website.
2. The content of the hereby Regulations may be printed, saved or downloaded at any time from the Website.



3. The Regulations may change. All Users having an account shall be informed of the changes by Vector Software Sp. z o.o. through an e-mail sent to their e-mail address provided by them on their accounts.
4. If any of the Regulations shall be invalid or ineffective by law, they should be interpreted in such a way to be in line with the governing law and to reflect the intentions behind the given provision as clear as possible. The rest of the Regulations are effective and binding.
5. In case of discrepancies between the provisions of the Regulations and information given to Clients, who are consumers under the act dated May, 30th 2014 on consumer rights, the provisions of the mentioned act shall prevail.
6. In case of a dispute arising from the concluded service agreement, the parties shall try to settle it amicably. Polish law prevails in terms of settling any disputes arising from the hereby Regulations.