

AlterSklep: ticket purchase terms & conditions.

Alter Art Festival sp.zo.o. with its registered office in Warsaw kindly informs, that on May 24, 2018 the Terms and Conditions of purchasing tickets in AlterSklep. Changes in the Terms and Conditions are caused in particular by the necessity to adjust its provisions to the regulations of the Regulation (EU) 2016/679 Of The European Parliament and Of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and repealing Directive 95/46/WE (General Data Protection Regulation). The change in the Terms and Conditions does not influence negatively the rights and obligations of the Shop Customers and does not violate any of their acquired rights.

- **§1. Definitions:**

The following capitalized terms shall have the following meaning in this Terms and Conditions:

Promoter - Alter Art Festival sp. z o. o., having its seat at Kazimierzowska 14, 02-589, Warsaw, Poland, entered in the register of companies by Warsaw District Court under KRS number 227624, with share capital fully paid up at PLN 50,000, under NIP (tax identification) number 586-214-15-57.

Price - means the price of Electronic ticket submitted on the Website. Prices are given in Polish zloty and include VAT (they are gross prices).

Consumer - means a natural person that is a user of the Service and enters with the Promoter into legal capacity, not directly related to the person's economic or professional activity.

Entrepreneur - means a natural person, legal entity or an organizational unit specified in art. 43(1) of the Polish Civil Code, that is the user of the Service.

Customer - means Consumer and Entrepreneur treated as a whole.

Service - means the unique website www.altersklep.pl, where Customer is entitled to purchase Electronic Ticket outside the physical points of sales.

Order Number - means the unique number given by Service while ordering Electronic Ticket.

Electronic Ticket - means the ticket generated in the Service computer system, entitling its owner to enter Event after printing out the ticket and after fulfilling the conditions of these Terms and Conditions and the Terms and Conditions of individual Events. Electronic Ticket is not physically delivered to the Customer by the Promoter. Customer shall print the Electronic Ticket available in the Service.

Event - means entertainment services, including open-air events, concerts, festivals, music shows or music and dance shows, etc.

The Act - means the 30 May 2014 Act on consumer rights (Journal of Laws 2014, Item 827).

Amount due - amount that the Customer should finally pay after successful Ticket purchase. Amount consists of the price of the Ticket, Service Fee and optional invoice delivery costs depending on the option selected by the Customer.

Service Fee - the fee charged for using of the System at Service in the amount of 3% of value of the ordered Tickets.

- **§2. General conditions:**

1. The Service is intended for Consumers and Entrepreneurs who want to purchase Electronic Tickets for Events organized by Promoter via Internet. Persons who want to purchase a ticket for the Event as a traditional document, payable on receipt with cash, debit/credit card should visit the nearest stationary points of sales.
2. Using the Service requires fulfilling the following technical requirements:
 - Internet connection (wired or wireless),
 - A web browser allowing access to the Service contents,
 - accepting Cookies files in the search engine.

- **§3. Electronic Ticket Purchase:**

1. The condition of purchasing Electronic Ticket is a correct registration in the Service, that is full and correct completion of personal questionnaire and acceptance of the Terms and Conditions. The completion of the registration procedure entitles the Customer to purchase the Electronic Ticket. Registration procedure is completed only once. At registration, the Customer receives a login and a password, which are confidential. The Entrepreneur takes the responsibility for damages caused by revealing them (login and password) to other parties. All Customers may update their data given at registration, however they are obliged to provide the data that are actual. Subsequent purchases may be made in the Service using the login and the password.
2. In order to purchase the Electronic Ticket, the Customer chooses the form of payment by clicking "[order ticket(s) and pay]" icon in the Service. A card payment is made with the use of eCard system under the regulations established by the administrator of the eCard company residing in Gdańsk, Arkońska 11 (80-387).
3. When choosing "payment card" as a form of payment and clicking "[order ticket(s) and pay]" the Customer should complete the personal questionnaire specifying Customer's payment card details (such as type of card, card number, expiration date). After the [continue] button is pressed, the payment card is authorized and charged with the amount due for the purchase. After [continue] button is pressed, the payment card is authorized and charged with the amount due for the purchase. Accepted cards are: Visa, Visa Electron, Maestro, MasterCard and MasterCard Electronic. Attention! Submitting wrong payment card details will result in the system rejecting the transaction. By completing the reservation, Customer consents that his/her payment card be charged by the system. Attention! We wish to inform that the system has no influence over the moment of charging the card owner's account. We also inform that the use of other people's payment cards as a form of payment is a crime against property and is punishable by imprisonment under Article 278 par. 1 of the Polish Penal Code.
4. In the case where the accounting currency of the payment card is other than Polish currency, the amount charged might slightly differ from the price of the purchased product due to currency conversion and exchange rate differences, in accordance with the regulations applied by the payer's bank.
5. When choosing "Masterpass" as a form of payment and clicking "[order ticket(s) and pay]", the Customer shall be taken to the Masterpass website

to register a card and create a wallet or to make payment via previously registered Masterpass wallet.

6. Payments by transfer should be made to the account:
Alter Art Festival sp z o.o.
address: ul. Kazimierzowska 14, 02-589 Warsaw, Poland
BNP Paribas Bank Polska S.A.
SWIFT CODE: RCBWPLPW
account number: PL23 1750 0009 0000 0000 1090 0638.

On the transfer order, the title of payment should be entered in the following order: "order number, Customer's first name and surname". Attention! In the case of payments by transfer into Promoter's account, the payment should be made within 3 working days from the moment of placing the order. Missing this deadline results in cancelling the order. However, a new order can be placed in accordance with general rules.

- **§4. Electronic Ticket Printout:**

1. Customer may print the Electronic Ticket after the payment is registered in the sale system (usually on the next working day after the payment is registered in the Promoter's bank account, but no later than 3 working days from the date of payment to the account) with bank transfers or from the day of payment by payment card (usually within a few minutes). The Electronic ticket will be available after logging into Service website in "my tickets" section. Customer can print out the Electronic Ticket.
2. Entry to Event will be possible after presenting the Electronic ticket printed out in the Service at the entrance to the Event.
3. In the case where the Electronic Ticket embodies more than one entrance ticket to the Event, all interested persons are obliged to enter the Event together with the bearer of the Electronic Ticket.
Attention! The bar code located on Electronic Ticket must be printed correctly and in full. In the case of incorrect printout, it should be printed out once again. In case of the next unsuccessful attempts, the irregularities in printed bar code should be reported to shop@alterart.pl.
4. Promoter informs that the unique code placed on every Electronic Ticket entitles to the entry at the Event (exchange of the Electronic Ticket to a Wristband) only at the first scanning. Promoter warns that in the case of transferring the Electronic ticket (in any form) to the third party, the ticket may be used by the mentioned third party, and in result the purchaser of the Electronic Ticket will be refused to enter to the Event (the Electronic Ticket will be not exchanged to a Wristband). In such case the Promoter is not legally responsible in relation to the Electronic Ticket purchaser.

- **§5. "EARLY BIRD TICKETS" and "FAN TIX" Ticket Offer for Open'er Festival:**

1. For Events: Open'er Festival, Promoter may enable the purchase of Early Bird and Fan Tix Tickets via Service, in accordance with exceptional rules described below.
2. Fan Tix Ticket is a 4-days named ticket (enabling the bearer to attend on any day during the Event) or a 4-days named ticket with a campsite (additionally enabling a stay at the camp area).

3. Fan Tix Tickets are only available in a form of the Electronic Ticket.
4. Each Customer is allowed to buy 2 (two) Fan Tix Tickets maximum.
5. In the term specified in the Service, Fan Tix Tickets should be filled with personal data of the persons that will use it. Fan Tix Tickets that are not filled with the mentioned personal data will be automatically filled with the data provided by the Customer during a registration in the Service. In such case, the bearer of a ticket fulfilled with the data of a Customer that has purchased the ticket is obliged to enter the Event together with this Customer.
6. Early Bird Tickets are sold as electronic and traditional Tickets and these are not personal/named tickets.
7. Each Customer is allowed to buy 4 (four) Early Bird Tickets maximum.
8. Early Bird Tickets' availability deadline will be announced in the Service.
9. The number of Early Bird and Fan Tix Tickets is limited and shall be announced in the Service and via Internet site of the Event at the opener.pl domain.
10. In the remaining scope, all provisions of these Terms and Conditions concerning standard electronic Tickets shall apply to Early Bird and Fan Tix Tickets.

- **§6. Contract termination:**

1. The Promoter informs that under Article 38, Item 12 of the Act, Customer (including Consumer) is not granted the right to withdraw from the Electronic ticket purchase agreement ("The consumer does not have the right to withdraw from a contract concluded off-premises or distance contract in relation to contracts for services in the scope of accommodation, other than residential purposes, transport of things, rental of cars, catering, services related to leisure, entertainment, sports or cultural events, if the agreement marked a day or period of providing the service" - Article 38 Item 12 of the Act).

- **§7. Personal data protection:**

1. The administrator of Customer's personal data is Promoter - Alter Art Festival Sp. z o.o., with registered office at Kazimierzowska 14 st., 02-589 Warsaw. Personal data are processed in order to complete orders in the Service and in order to send marketing and commercial information. The legal basis to processing personal data is its indispensability in performing the electronic Ticket sell-purchase agreement or undertaking actions at Customer's demand before concluding this agreement and in case of sending marketing and commercial information, a legally justified interest of the Promoter based on processing personal data for direct marketing purposes.
2. The Customer can consent to receive promotional and trade information, also via electronic means of communication, from Promoter. An expression of consent is not a prerequisite of order completion. The consent is given by Customer by ticking the appropriate option in the application form.
3. The Customer has the right to request the Promoter to access his/her personal data, rectify them, remove or limit the processing, as well as the right to object to the processing and the right to transfer data, as well as the right to file a complaint to the supervisory body.

- **§8. Customers' rights and obligations:**

1. The Customer is obliged to:
 - a) use the Service in accordance with the law, the provisions of the Terms and Conditions and morality,
 - b) provide true/actual personal data and payment information,
 - c) not to use the Service to make false reservations or any other forbidden acts.
2. The Promoter has the right to refuse the sale of Electronic Ticket in the case where the Customer breaches the provisions of the Terms and Conditions.
3. The Promoter warns that appropriate law enforcement bodies will be informed about unlawful acts or offences (hacking, fraud), which does not exclude the civil suit for damages.

- **§9. Complaints. Final Provisions:**

1. Customer may contact the Promoter in writing, sent to the following address:

Alter Art Festival sp. z o.o. ul. Kazimierzowska 14, 02-589 Warsaw, by phone by calling +48 (022) 646 46 60, by fax: +48 (022) 848 61 15 or via e-mail to shop@alterart.pl.
2. The Consumer has the right to file a complaint via e-mail to shop@alterart.pl or in writing, sent to the address given in section 1 above. In order to facilitate the complaint procedure, the "Complaint" postscript should be added to the correspondence. Such postscript is not, however, a condition of claim recognition. The Complaints can be filed without delay after recognizing the circumstances justifying the complaint. If possible, the Customer should provide Promoter with all information and documents concerning the complaint which may be helpful in its investigation. The Promoter should complete the investigation of the complaint without delay, no later than within 30 days from its delivery. Depending on the way of the Compliant submission, the Customer will be informed about the exact way of the Compliant processing in writing or via email.
3. Entrepreneur has the right to file a complaint in writing, to the address given in section 1 above. The complaint shall be made with register letter. Complaints can be filed without delay after recognizing the circumstances justifying the complaint. If possible, the Customer (Entrepreneur) should provide Promoter with all information and documents concerning the complaint which may be helpful in its investigation. The Promoter should investigate the complaint without delay, no later than within 60 days.
4. Terms and Conditions of individual Events, as well as additional regulations of purchasing tickets for individual Events, are available in the Service and at the Promoter's website and may contain additional relevant information or procedural differences. In case of discrepancies between above mentioned documents, the regulation of the Event and regulations of tickets purchase for individual Events take precedence.
5. The Terms and Conditions are available at the Service's transactional websites.
6. The Promoter reserves the right to amend the Terms and Conditions. Amendments to Terms and Conditions are announced at Service's transactional websites. The Consumer is obliged to comply with Terms and

Conditions accepted upon purchase of (placing an order on) the Electronic Ticket.

Warsaw, September 3rd, 2018
Promoter