

AlterSklep: ticket purchase terms & conditions.

§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 enters with the Promoter into legal capacity, not directly related to the person's economic or professional activity.

Entrepreneur means a legal person or an organizational unit without legal entity, with legal capacity, that is, the user of 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 chain of Points of Sale.

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 delivered to the Customer by Promoter. Customer is to print the Electronic Ticket 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 Customer should finally pay after successful Ticket purchase. Amount consists of price of the Ticket, Service Fee and eventual invoice delivery costs depending on the option selected by 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 the Internet. Persons who want to purchase Event ticket as a traditional document, payable on receipt with cash, debit card or credit card, should visit the nearest Points of Sale.
2. Using the Service requires fulfilling the following technical requirements:
 - Internet connection (wired or wireless),
 - A web browser allowing access to the Service contents.

§3. Electronic Ticket Purchase:

1. The condition of purchasing Electronic Ticket is the correct registration in Service, that is, full and correct completion of personal questionnaire and acceptance of Terms and Conditions. The completion of the registration procedure entitles the user to purchase Electronic Ticket. Registration procedure is completed only once. At registration, Customer is given a login and a password, which are confidential. Customer takes the responsibility for damages caused by revealing them to other persons by Customer. Customers using the login and the password may update their data given at registration. The responsibility for no update in data shall be borne by Customer. Subsequent purchases may be made in Service using the login and password.
2. In order to purchase Electronic Ticket, Customer chooses the form of payment and clicking "[order ticket(s) and pay]" icons in Service. Card payment is made with the use of eCard system, company residing in Gdańsk, Arkońska 11 (80-387).
3. When choosing "payment card" as form of payment and "[order ticket(s) and pay]" clicking, Customer should complete the personal questionnaire spaces specifying Customer's payment card details (such as type of card, card number, expiry 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. Attention! Submitting wrong payment card details will result in the system rejecting the query. 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, Item 1 of the Penal Code.
4. In case the accounting currency of the payment card is other than Polish currency, the amount charged might differ slightly 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 form of payment and "[order ticket(s) and pay]" clicking, Customer is taken to a Masterpass website to register card and to create a wallet or 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
Raiffeisen 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 case of payments by transfer into Promoter's account, the

payment should be made within 2 working days from the moment of placing the order. Missing this deadline results in canceling 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). Electronic ticket will appear after logging in on Service website in "my tickets" section. Customer can print out Electronic Ticket.
2. Admission to Event will be possible after presenting Electronic ticket printed out in the Service and ID with photo at the entrance to Event.
3. In case Electronic Ticket represents more than one entrance ticket to Event, all interested persons are obliged to enter Event together with the bearer of Electronic Ticket.

Attention! The bar code located on Electronic Ticket must be printed correctly and in full. In 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 admission at the Event (exchange of the Electronic Ticket to a Wristband) only at the first scanning. Promoter warns that in 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 the admission to the Event (Exchange of the Electronic Ticket to a Wristband). In such case the Promoter is not legally responsible in relation to the Electronic Ticket purchaser. Promoter informs that the unique code placed on every Electronic Ticket entitles to the admission to the Event (exchange of the Electronic Ticket to a Wristband) only at the first scanning. Promoter warns that in 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 the admission to the Event (Exchange of the Electronic Ticket to a Wristband). In such case the Promoter is not legally responsible in relation to the Electronic Ticket purchaser.

§5. "EARLY BIRD TICKETS" Ticket Offer:

1. For Events: Open'er Festival, Promoter may enable the purchase of Early Bird Tickets via Service, in accordance with exceptional rules described below.
2. Early Bird Ticket is a one-day ticket (enabling the bearer to attend one day of Event), however, it may be extended to the remaining Event days or additional Event-related services (e.g. campsite) at an additional Price.
3. Early Bird Tickets are sold exclusively as electronic Tickets and exclusively via Service.
4. The number of available tickets is limited and equals minimum 10 000.

5. Each Customer is allowed to buy 4 (four) Early Bird Tickets maximum.
6. Early Bird Tickets' availability deadline, extension deadlines and extension Prices will be announced in the Service.
7. Failure to extend Early Bird Ticket by Customer within the given deadline is tantamount to losing the right to extend Early Bird Ticket. In such circumstances, the Ticket is considered a standard one-day ticket.
8. Customer can print the Early Bird Ticket is able to print out Early Bird Tickets after a maximum of 3 working days after payment of the additional Price for the Ticket's extension is registered in the bank account (with wire transfers) or on the day of payment by payment card. After the Early Bird Ticket extension deadline expires, Customer may print it out as day ticket at no additional Price.
9. One-day Early Bird Tickets enable the bearer to enter Event on the first day of Event. Changing the admission date is possible upon contacting Promoter. To do so, please contact Promoter via e-mail at shop@alterart.pl.
10. In the remaining scope, all provisions of these Terms and Conditions concerning standard electronic Tickets shall apply to Early Bird Tickets.

§6. Contract termination:

1. 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. Upon registration in Service, Customer agrees to have their personal data given in the questionnaire collected and processed by Promoter as defined by the 29th August 1997 Data Protection Act (Journal of Laws 2002, Issue 101, Item 926 with amendments) to complete the orders in Service exclusively.
2. 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. Customer has the right to access the personal data given and to correct it, and also to demand that the data be removed.

§8. Customers' rights and obligations:

1. Customer is obliged to:
 - a) use Service in accordance with the law, the provisions of Terms and Conditions and morality,

- b) provide true personal data and payment information,
 - c) not to use Service to make false reservations or any other forbidden acts.
2. The Promoter has the right to refuse the sale of Electronic Ticket in case Customer breaches the provisions of Terms and Conditions.
 3. Promoter warns that appropriate law enforcement bodies will be informed about acts having features of an offence by the Act (hacking, fraud), which does not exclude the civil suit for damages.

§9. Final Provisions:

1. Customer has the right to contact the Promoter in writing, sent to the following address:
Alter Art Festival sp. z o.o.
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. Consumer has the right to file a complaint via e-mail to shop@alterart.pl or in writing, sent to the address given in Item 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. 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. Promoter should complete the investigation of the complaint without delay, no later than within 21 days from its delivery.
3. Entrepreneur has the right to file a complaint in writing, to the address given in Item 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. 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. Promoter should investigate the complaint without delay, no later than within 21 days.
4. Terms and Conditions of individual Events, as well as additional regulations of purchasing tickets for individual Events, are available in Service and at Promoter's website and may contain additional relevant information or procedural differences. In case of discrepancies between above mentioned documents, the regulation of Event and regulations of purchasing tickets for individual Events take precedence.
5. The Terms and Conditions are available at Service's transactional websites.
6. Promoter reserves the right to amend the Terms and Conditions. Amendments to Terms and Conditions are announced at Service's transactional websites. Consumer is obliged to comply with Terms and Conditions accepted upon purchase of (placing an order on) electronic Ticket.

7. In case of non-recognition of complaint filed by Consumer by Promoter, Consumer may address consumer organizations or municipal or regional consumer advocates for help.

Warsaw, 1 September, 2017
Promoter