

# **Regulations for the sale and use of Vouchers/Open Tickets of eBilet.pl**

## **I. Definitions**

1. Issuer – eBilet Polska Sp. z o.o. (owner of eBilet.pl) with its registered office in Warsaw, PGE Narodowy, Al. Ks. J. Poniatowskiego 1 lok. 01.045, registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Commercial Division, under number KRS: 0000496514, NIP: 9512376701, REGON: 147085850.
2. Voucher – or Open Ticket – is a gift coupon issued to bearer, entitling the User to redeem it through eBilet.pl Transaction Service, with a value equal to the face value indicated on the Voucher, having a unique code which makes it possible to purchase the selected Ticket offered by eBilet.pl Transaction Service, except for Tickets for events referred to in 4) of the General Conditions of these Regulations (II).
3. Purchaser – an individual, including a consumer (who is at least 18 years of age and has full capacity to take legal actions or who is at least 13 years of age but has not reached the age of 18 to the extent that he/she may acquire rights and contract obligations in accordance with the generally applicable laws, i.e. in minor current everyday matters), a legal person or an organizational unit having capacity to take legal actions, which in exchange for the transfer to the Issuer's account of an amount of funds equal to the value of the Voucher receives an Issuer Voucher/Open Ticket from the Issuer.
4. User – each holder of a Voucher/Open Ticket.
5. Ticket – document confirming the entitlement to participate in events, for which it was issued, offered within the eBilet® ticket distribution system, for which a fee was paid upon purchase thereof.
6. eBilet® Regulations – currently applicable Ticket Purchase Regulations in the eBilet® ticket distribution system, available in the eBilet.pl Transaction Service.
7. eBilet® Point of Sale at PKiN – the Issuer's point of sale located in the shopping arcade in the elevator lobby of the Palace of Culture and Science (PKiN) at Plac Defilad 1, 00-901 Warszawa (entrance from Marszałkowska street).
8. eBilet.pl Transaction Service – ebilet.pl website which makes it possible to purchase a Ticket.

## **II. General Conditions and Voucher Purchase Procedure**

1. Vouchers are sold through eBilet Transaction Service via eBilet.pl websites, and in the eBilet Point of Sale at PKiN.
2. Vouchers are purchased at eBilet.pl website on the same terms as Tickets are purchased, i.e. in accordance with point 2.1 of eBilet® Regulation.

3. A Voucher purchased in accordance with the terms and on the conditions specified in these regulations cannot be used to purchase tickets for events for which tickets are sold for a currency other than Polish zloty.
4. A Voucher cannot be exchanged for cash, whether in full or in part.
5. The Purchaser and the User shall not have any claims against the Issuer in respect of loss, theft, damage or expiry of a Voucher in accordance with point 6 below.
6. The validity date is indicated on the Voucher.
7. In the event of any questions regarding Vouchers please send an e-mail to following e-mail address of the Issuer: [rezerwacje@ebilet.pl](mailto:rezerwacje@ebilet.pl) or call (22) 122 80 99.

### **III. Delivery charges**

1. The Purchaser is obliged to pay the costs of delivery of a Voucher.
2. The amount of delivery costs depends on the selected delivery option.
3. The Purchaser will be informed about the delivery cost amount during the purchase process prior to the finalization of the order.

### **IV. Principles for the use of Vouchers/Open Tickets of eBilet.pl**

1. After having purchased a Voucher the Client may use the Voucher to pay for the reservation of the selected Ticket offered within the eBilet.pl Transaction Service, except for Tickets for events referred to in point 5) of the General Conditions of these Regulations and the Voucher purchase procedure (II). Tickets may be purchased with the use of Vouchers depending on the availability of Tickets for the events concerned.
2. It is not possible to use a Voucher to pay for Tickets for which the Client paid previously without using a Voucher. The Issuer will not reimburse Clients for any Tickets, if Clients decide to pay for the reservation using a Voucher, after making payment by any other means.
3. If the price of a Ticket purchased using a Voucher is lower than the present face value of the Voucher, the User shall not be entitled to get reimbursement in cash of the unused funds. In such a situation the remaining funds may be used for the next purchase at eBilet.pl Transaction Service.
4. If the price of a Ticket purchased using a Voucher is higher than the actual face value of the Voucher, the User is obliged to pay the difference in the price. Additional payment will be made by means of payment available at the eBilet.pl Transaction Service.
5. A User may use its Voucher many times until the amount limit of the Voucher is used up or until the validity period thereof expires.

6. When purchasing a Ticket a User may use only one Voucher. If the Ticket price is higher than the face value of the Voucher the User is obliged to pay the difference in the price. Additional payment will be made by means of payment available at the eBilet.pl Transaction Service.
7. The Issuer is entitled to refuse to redeem a Voucher in the following circumstances:
  - a) the validity period of the Voucher has expired;
  - b) the Voucher has been damaged to the extent that makes it impossible to read the unique code appearing thereon;
  - c) it is not possible to redeem the Voucher for technical reasons, in particular in the event of the lack of connection with the Issuer's IT system.

#### **V. Reconciliations and complaints concerning Vouchers/Open Tickets of eBilet.pl**

1. Upon delivery of a Voucher the Purchaser receives:
  - a) if the Purchaser is an individual (entrepreneur), legal person or organizational unit having legal capacity – a debit note, and if the purchase is made at the eBilet® Point of Sale at PKiN, a document confirming payment;
  - b) if the Purchaser is a consumer – a debit note on request, and if the purchase is made at the eBilet® Point of Sale at PKiN, a document confirming the purchase and the nominal value of the Voucher.
2. The User shall have the right to check the actual value of the Voucher at any time through contacting eBilet.pl Customer Service Office at the following address: [rezerwacje@ebilet.pl](mailto:rezerwacje@ebilet.pl) or by calling tel. (22) 122 80 99.
3. Complaints may also be submitted by e-mail to the following address: [rezerwacje@ebilet.pl](mailto:rezerwacje@ebilet.pl) or by a letter to the Issuer's address.
4. Any complaints related to the purchase of any Tickets with the use of a Voucher will be reviewed by the Issuer within 30 (thirty) days of the date of submission of a written complaint.

#### **VI. Refund**

1. If any event to which the Purchaser bought Tickets using a Voucher is cancelled, the Issuer undertakes to make a refund through crediting the money to the Voucher. If the validity period of the Voucher has expired, the Issuer will extend its validity term for another 30 days from the refund.
2. The User is obliged to keep the Voucher until the time of the event for which he/she purchased Tickets using such Voucher.

## **VII. Right to withdraw from agreement**

1. Within 14 days of the receipt of a Voucher the Purchaser, being a consumer within the meaning of Article 22[1] of the Civil Code, may withdraw from the agreement and choose not to redeem the Voucher without giving a reason by giving the Issuer notice thereof to the company's address or the following e-mail address: [rezerwacje@ebilet.pl](mailto:rezerwacje@ebilet.pl).
2. The Purchaser will not have the right to withdraw from the agreement if the service covered by the Voucher has already been provided.
3. In the event of withdrawal from the agreement the Issuer undertakes to make a refund for payments made by the Purchaser, including the costs of delivery equal to the cheapest delivery costs.
4. Any refunds will be made using the same payment method as used by the Purchaser, unless he/she consents to any other form of refund.

## **VIII. Final Provisions**

1. Prior to purchasing a Voucher the Purchaser/User is obliged to become familiar with these regulations and accept them.
2. Delivery of a Voucher does not constitute a sale subject to VAT within the meaning of the applicable provisions of the VAT Act.
3. Within the meaning the applicable provisions a Voucher is not an electronic payment instrument, or electronic payment card. A Voucher is an electronic form of a gift coupon.
4. The Issuer reserves the right to amend these Regulations. Any amendment shall take effect at the date indicated by the Issuer.
5. The provisions of eBilet® Regulations will apply accordingly to the use of tickets purchased using a Voucher.

**The Regulations shall take effect from 13 August 2019**

Schedule – Form of notice of withdrawal

(The form should only be filled out if you wish to withdraw from the agreement)

eBilet Polska Sp. z o.o.

Al. Ks. J. Poniatowskiego 1 lok 01.045

03 – 901 Warszawa

– Please be advised that I/we<sup>(\*)</sup> would like to *withdraw from the sale agreement* concerning order no. .... Order placement date: ....., Collection date: .....

– Name and surname:.....

– Address: .....

- Bank account number for the purposes of reimbursement of the price:.....

- Date:.....

- Signature.....

(\*) Strike out whichever does not apply.