

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

BY EBILET POLSKA SP. Z O.O.

I. Definitions

The terms used in this document have been given the following meanings:

1. **eBilet** – eBilet Polska sp. z o.o. with its registered office in Warsaw, Żelazna 51/53, 00-841 Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS 0000496514, NIP 9512376701, REGON 147085850, share capital in the amount of PLN 8,470,000.00, e-mail kontakt@ebilet.pl, tel.: +48 22 122 80 99;
2. **Account** - a set of resources kept for a registered User by the Company at an e-mail address, in which the User's data and information about their Transactions within the Website are collected.
3. **Partner** – a third party with whom eBilet conducts business cooperation in the scope of offered products, services or promotional activities;
4. **Product** – any movable item which is the subject of a sales agreement between eBilet and the Client, which is concluded via the Website.
5. **Terms and Conditions** – these Terms and Conditions for the provision of electronic services by eBilet.
6. **Website** – the eBilet.pl (<https://www.ebilet.pl/>) website owned by eBilet and operated in the domain name ebilet.pl;
7. **Agreement** – an agreement for the provision of electronic services concluded between eBilet and the User, the subject of which is the provision of the Service.
8. **Service** – a service provided by electronic means within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended) provided by eBilet to the User via the Website.
9. **User** – an entity that has gained access to the Services provided by the Company as part of the Website, on the terms set out in the Terms and Conditions.
10. **Transaction** – concluding a contract for the sale of a Ticket or a Product within the Service.
11. **Content** – texts, graphics or multimedia, including works and images of natural persons within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2025, item 24) available on the Website.

II. General

1. eBilet, as an entrepreneur, provides Services to Users through the Website it owns.
2. The Terms and Conditions define the rules for the provision of Services through the Website, including in particular the rights and obligations of Users and eBilet.
3. These Terms and Conditions do not apply to contracts for the sale of Tickets or Products concluded via the Website, to which the Terms and Conditions of purchase in the eBilet distribution system <link> and to Services provided via a mobile application owned by eBilet.
4. By using the Website and the Services offered through it, the User accepts the Terms and Conditions and is obliged to comply with their provisions.
5. A user may be a natural person with full legal capacity, a legal person or an organizational unit without legal personality, but able to acquire rights and incur obligations on its own behalf. If the User has only limited legal capacity, in order to conclude the Agreement for the provision of services by electronic means, the User should obtain the consent of his/her statutory representative and present it to eBilet if requested.
6. Information on the processing of personal data for the purpose of providing the Services can be found in the <Privacy Policy> available at <https://www.ebilet.pl/polityka-prywatnosci/>.
7. Announcements, advertisements, price lists and other information posted on the website are considered in case of doubt not as an offer, but as an invitation to conclude a contract.
8. In matters related to the Website and Services, the User may contact eBilet via the contact form available [here](#). Contact is also possible via the e-mail address or telephone number (the price of the call according to the telecommunications operator's price list) indicated in point I.1. Terms and Conditions.

9. eBilet makes the Terms and Conditions available via the Website in the <https://www.ebilet.pl/lp/regulamin-swiadczenia-uslug-droga-elektroniczna> tab, as well as enables the User to obtain, reproduce and record their content by means of the ICT system used by the User.

III. Services available on the Website

IV.1. Account Service

1. The Account Service allows the User to set up their individual profile on the Website in order to use the related functionalities.
2. With an Account, the User has access in particular to the history of agreements concluded with eBilet on the Website, the panel administering the Fan Alert Service, automatic completion of data in the case of administration of consents granted.
3. In order to conclude the Account Agreement, the User should fill in the electronic registration form available on the Website with the necessary data, including indicating their e-mail address, reading and accepting the Terms and Conditions and accepting the required consents (if necessary for, and then select the button confirming the order for the Account Service.
4. The Account Service Agreement is concluded between the User and eBilet upon receipt of an e-mail from eBilet on Account creation and is valid for an indefinite period of time.
5. If the User wishes to terminate the Agreement on the Account Service, it is sufficient for the User to select the option of deleting the Account, available in the Account administration panel. The Agreement is then terminated immediately and the User loses access to their Account.

IV.2. Newsletter Service

1. The Newsletter service enables the User to periodically receive commercial information from eBilet to the e-mail address provided by the User. The User has the right to order commercial information also through other communication channels indicated on the Website, provided that appropriate consents are given.
2. As part of the Newsletter Service, the User receives promotional and marketing information about eBilet and its Partners, their activities, as well as information about services and products available on the Website, organized competitions, news and thematic curiosities.
3. In order to order the Newsletter Service, the User should provide their e-mail address in the electronic registration form for the Newsletter Service and, depending on availability, may select an additional communication channel, and then accept the indicated terms and conditions of the service and select the button confirming the order for this Service.
4. The Newsletter Service Agreement is concluded between eBilet and the User upon the User's confirmation of the User's intent to conclude the Agreement and is valid for an indefinite period of time. The will to conclude the Agreement is confirmed by clicking the appropriate link in the e-mail message sent by eBilet to the electronic address indicated by the User when ordering the Service.
5. The User may terminate the Newsletter Service Agreement at any time and with immediate effect by clicking on the unsubscribe link at the bottom of each e-mail received by the User as part of the Newsletter Service. The above right does not limit the possibility of termination or withdrawal from the Agreement referred to in Chapter VI of the Terms and Conditions.

IV.3. Fan Alert Service

1. The Fan Alert Service allows the User to receive information about the Content specified by him/her, in particular events, artists, objects or information to the e-mail address provided by the User. The Fan Alert Service is available for Content where the possibility of subscribing to this Service is available. The information that is provided as part of the Fan Alert Service may be of a commercial nature.
2. If you have an active Account Service, the Fan Alert Service is an extension of the Account Service and does not constitute a separate Agreement. The User expands by adding the Content to the Fan Alert Service in accordance with the messages available on the Website.

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3. Through the Account, the User has the ability to manage the Fan Alert Service, including in particular adding or deleting Content about which they want to receive information and possible complete resignation from the Fan Alert Service.
4. If the User does not have an Account, the Agreement on the Fan Alert Service is concluded between eBilet and the User at the time of sending the User's e-mail address to eBilet using the electronic form referred to above and is valid for an indefinite period of time.
5. In order to order the Fan Alert Service, the User should enter their e-mail address in the electronic form of the Fan Alert Service assigned to the given Content and accept the form or properly mark the given Content as added to the Fan Alert Service in accordance with the instructions on the Website.
6. If the User does not have an Account, he may terminate the Agreement for the Fan Alert Service at any time and with immediate effect by clicking on the unsubscribe link, which is placed at the bottom of each e-mail received by the User as part of the Fan Alert Service. The above right does not limit the possibility of termination or withdrawal from the Agreement referred to in Chapter VI of the Terms and Conditions.

IV.5. E-commerce service

1. The e-commerce service consists in enabling the Users to make Transactions, including browsing, selecting and purchasing Tickets and Products offered on the Website by eBilet and on the terms described in [the Terms and Conditions of Purchase in the eBilet ticket distribution system](#), which is each time presented to the User for review and acceptance before concluding a given sales agreement.

IV.4. Content Access Service

1. The Website provides the User with the Content Access Service, which consists in providing information about eBilet, its Partners and their activities, providing information about products and services, including in particular Tickets, vouchers, Products and additional benefits available on or through the Website, including special offers and promotions, and providing journalistic information, in particular through the eBiletNow website, providing other information related to the activities of eBilet and its Partners, providing access to the addresses of the Partners' websites, social networking sites and other places related to the products or services available on the Website.

IV.6. Other Services

1. The Website also offers other accompanying services as part of the Services, aimed at supporting and making the use of the Website and its main functions more attractive.
2. The Services accompanying the User provide:
 - a) Contact Form, which enables sending electronic messages to eBilet directly from the Website, without the need to log in to the User's e-mail. A response to an inquiry sent to the Service Provider using the Contact Form is sent by eBilet directly to the e-mail address indicated by the User.
 - b) Booking Service consisting of a direct view of the offers and services of Partners that the User can use. In particular, the Service facilitates the search and booking of Partners' services in the vicinity of the event for which the User has purchased tickets on the Website, e.g. accommodation, transport, restaurant.
3. The Website may also offer other Accompanying Services aimed at increasing the functionality of the Website and facilitating its use by the User. Detailed information about these Services is available in the appropriate tabs on the Website.

IV. Terms of Service

1. In order to use the Service, it is necessary to read and accept the Terms and Conditions. Commencement of use of the Service is tantamount to acceptance of the Terms and Conditions and conclusion of an agreement with eBilet for the provision of electronic services to which the Service is the subject.
2. Subject to the exceptions provided for in Section IV, the Service Agreement between eBilet and the User is concluded at the time the User starts using the Website. Agreements within the Website are concluded with the User for an indefinite period of time or for the duration of using a given Service, if it clearly results from the nature.
3. The use of the Services available on the Website does not entail any obligation for the User to pay any monetary fees to eBilet. The user shall only bear the cost of the Internet connection specified by his telecommunications network operator.

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4. When using the Website, the User is obliged in particular to:
 - a) not to provide illegal or misleading content.
 - b) not to take any actions that may cause disruptions in the functioning of the Website, including in particular not to use software that hinders eBilet from providing Services to other Users or using the Website by other users.
 - c) provide all data necessary for a given Service, which is true and up-to-date, and promptly update it in the event of any change;
 - d) act in a manner consistent with the law, the provisions of the Terms and Conditions, as well as with the customs and principles of social coexistence adopted in a given scope;
5. If eBilet finds that the User has violated the provisions of the Terms and Conditions, eBilet, after a prior call to the User to cease the violation has been unsuccessful within a specified period of at least 3 days, is entitled to take remedial measures, i.e. to limit the User's ability to use the Service to the extent related to the breach or to terminate the Agreement concluded with the User in the manner specified in section VI.6.
6. eBilet has the right to restrict the User's ability to use the Service to the extent related to the User's violation of the provisions of the Terms and Conditions, but without prior setting a deadline for cessation of the infringement referred to in item 5, if eBilet becomes aware of the User's actions resulting in an obvious violation of the interests of other Users or eBilet, as well as in the event of receiving an order or request to do so from competent authorities in this regard.
7. The restrictions on the provision of the Service referred to in Sections 5 and 6 shall remain in force until an agreement is concluded between the User and eBilet on the further provision of the Service without breaching the provisions of the Terms and Conditions, and in the case of a restriction resulting from an order or summons of a competent state authority, until the time indicated by that authority.
8. In the event of taking actions in relation to the User indicated in points 5 and 6, the User has the right to appeal against them by filing a complaint under the complaint procedure provided for in point VII.
9. eBilet is not responsible for the performance of agreements concluded between the User and the Partner.
10. If it is necessary to update the data provided by the User as part of the Services, the User may change them on their own via their Account or request it from eBilet via the contact forms indicated at << [<< https://www.ebilet.pl/kontakt>>](https://www.ebilet.pl/kontakt)

V. Technical requirements necessary to use the Website

1. In order to use the Website properly, it is required to have computer equipment with an installed web browser enabling the opening of websites and with access to the Internet. The way in which the Website is displayed, its parts or the visibility of individual sections may vary or depend on the browser version, installed plug-ins or the operating system used by the User. These differences do not constitute improper provision of the Services.
2. In the case of the contact form, the Newsletter Service and the Fan Alert Service, it is also necessary to have an active e-mail account.
3. eBilet provides technical and organizational measures appropriate to the degree of threat to the security of the Services provided and the correctness of the data provided. The use of the Services by the User is associated with typical risks related to the transmission of data via the Internet, such as their dissemination, loss, modification or access to them by unauthorized persons, as well as blocking access to the services, identity theft, spam or social engineering attacks.

VI. Termination Procedures

1. The User has the right to terminate the Agreement for the provision of a given Service with eBilet at any time and without notice in accordance with the procedure specified in Sections IV.1 – IV.3.
2. The User has the right to withdraw from the Agreement without giving reasons on the terms set out in point 3.
3. In order to withdraw from the Agreement, the User should send a statement to eBilet within fourteen (14) calendar days from the date of conclusion of the Agreement. The User may use the model form of withdrawal from the Agreement, which is Appendix No. 1 to the Terms and Conditions.
4. Notwithstanding the rights indicated in points 1-3, the User has the right to terminate the Agreement at any time with a fourteen (14) day notice period. In order to terminate the Agreement, the User should send to eBilet a statement of termination of the Agreement.

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5. It is recommended to send a statement of withdrawal from the agreement or its termination in electronic form to the address of kontakt@ebilet.pl or in writing to the following address: eBilet Polska Sp. z o.o., 51/53 Żelazna Street, 00-841 Warsaw.
6. Both the User and eBilet have the right to terminate the Agreement with immediate effect (i.e. without notice) if the other party to the Agreement grossly violates the provisions of the Terms and Conditions, including in particular failure to perform the Agreement, or performs it in a manner inconsistent with its content. eBilet may terminate the agreement in accordance with the procedure specified in this clause, provided that the User does not comply with the prior request to cease the infringement within the specified period, not shorter than 3 days.
7. eBilet has the right to terminate the Agreement at any time and with a 14-day notice period in the event of the occurrence of important reasons, such as:
 - b) change of the provisions of generally applicable law preventing or hindering the performance of the Agreement;
 - c) cessation of eBilet's commercial or service activity or termination of the provision of a given service to which the Agreement relates;
8. eBilet may terminate the legal relationship between it and the Client under the Agreement, subject to a 30-day notice period if there are no Transactions linked to the Account within the last 5 years from the date of opening the Account or within 10 years from the date of the last Transaction. After the notice period, the Agreement shall be terminated.
9. The requests and statements referred to in this section shall be sent to the User to the e-mail address indicated by the User when concluding a given Agreement or ordering a Service, and in the event of its invalidity or absence, eBilet shall be entitled to send the above-mentioned requests and statements to other contact details of the User held by eBilet.

VII. Complaints

1. The Service Provider is obliged to provide the User with Services in a manner consistent with the generally applicable law and the Agreement.
2. The User has the right to file a complaint regarding the Service, in particular if they find that it is provided in a manner contrary to paragraph 1.
3. In order to speed up the complaint process, it is recommended that the User provide the following in the complaint description:
 - a) User's identification data (name and surname, correspondence address)
 - b) the User's email address that has been associated with the Service;
 - c) indication of the Service to which the complaint relates and a description of the problem or non-compliance
 - d) User requests
4. The User may submit a complaint in any form, but it is recommended to do so electronically via the contact form available [here](#) or in electronic form to the e-mail address kontakt@ebilet.pl.
5. A response to the complaint will be provided within 14 days of its delivery to eBilet.
6. A response to a complaint is always provided on a durable medium, and if the complaint has been submitted by the User electronically, the response to it may be sent to the e-mail address of the person submitting the complaint.

VIII. Personal data and copyright

1. Exclusive rights to the Content available on the Website which are subject to copyright and related rights or industrial property rights, including in particular the name of the Website, trademarks, graphic elements, software and database rights, are subject to legal protection and vested in eBilet, Partners or entities cooperating with eBilet.
2. The User is entitled to use the Content specified in paragraph 1 only for their own personal use in order to properly use the Website throughout the world.
3. The use of the Content in any other scope is allowed only on the basis of an explicit, prior consent granted by an authorized entity, in writing, under pain of nullity.
4. Information on the processing of personal data for the purpose of providing the Services can be found in the <Privacy Policy> available on the <https://www.ebilet.pl/lp/polityka-prywatnosci> website .

IX. Final provisions

1. eBilet is entitled to amend the Terms and conditions for important reasons, which are:
 - a) a change in the provisions of generally applicable law affecting the terms and conditions of the provision of the Service by eBilet to the User, including the mutual rights and obligations of the parties, or a change in the interpretation of the above provisions of law as a result of court rulings, decisions, recommendations or recommendations of offices or bodies competent in a given respect;
 - b) change in the manner and rules of providing the Service caused by technical, technological or business reasons, including in particular those aimed at improving the safety of Users and ensuring greater functionality of the Website;
 - c) change the scope of the Services by ceasing to provide the Service indicated in the Terms and Conditions or adding a new Service.
2. The User is informed about the change in the Terms and Conditions by publishing the new Terms and Conditions on the Website and by sending an e-mail message to the User to the e-mail address used to provide the Service under the applicable Agreement.
3. An amendment to the Terms and Conditions shall enter into force after 15 days from the date of informing the User about the change. Users who have concluded an Agreement with eBilet have the right to terminate it within the above-mentioned period by sending a statement to this effect to eBilet in the manner specified in section VI.5. The Agreement is then terminated after 15 days from the date of informing the User about the change in the Terms and Conditions.
4. Information on meeting the requirements for the accessibility of services within the Service, referred to, m.in, in Directive (EU) 2019/882 of the European Parliament and of the Council of 17/04/2019 on the accessibility requirements for products and services and in the national legal acts implementing it, is available in the [Accessibility Information](#).
5. Agreements between the User and eBilet are concluded in the Polish language on the Website. The applicable law for the Agreement concluded between the User and eBilet and matters resolved on the basis of these Terms and Conditions is Polish law.
6. In the case of Users who are consumers, the above choice of law does not exclude the protection afforded to Users on the basis of mandatory provisions of the law of the country in which the User has his habitual residence.
7. Detailed information on the processing of information about Users and the use of Cookies or other similar technologies can be found in the <Privacy Policy> available on the <https://www.ebilet.pl/polityka-prywatnosci/> website.
8. The Terms and Conditions are valid from 21.08.2025 .

The English version of the regulations is for informational purposes only, and in the event of any discrepancies between the Polish and English versions, the Polish version shall prevail.

X. Appendices 1 – template of withdrawal from the Agreement

WITHDRAWAL FORM (TEMPLATE)

Addressee: eBilet Polska Sp. z o.o., 51/53 Żelazna Street, 00-841 Warsaw, kontakt@ebilet.pl

I, the undersigned, hereby inform you of my withdrawal from the contract for the provision of the following Service..... concluded on

Name:

Email address associated with the Service:

Correspondence address:

Date:

Signature: