

TICKET PURCHASE RULES
applicable to the eBilet ticket distribution system,
effective from 21 July 2023

and

Regulations for the sale and use of Vouchers effective from
17 January 2023

PURCHASE RULES applicable to the eBilet ticket distribution
system effective from 21 July 2023

1. GENERAL

These Purchase Rules apply to the sale of tickets and products in the eBilet system, provided that the regulations of organizers (hereinafter "Organizers' Regulations") of particular art events (including theatrical plays, concerts and other events) or direct vendors (hereinafter "Organizers") may impose upon purchasers certain additional obligations which are not specified in these Purchase Rules. Each Client, at the latest at the moment of expressing his will to be bound with eBilet by an online service agreement and with the Organizer by an agreement to participate in the event - in both cases concluded remotely, has the possibility of reviewing and accepting these Purchase Rules and the Organizer's Regulations and is informed of his rights and obligations.

When executing transactions at eBilet.pl, Client may execute a ticket purchase agreement and an additional product purchase agreement.

The sale of tickets and products in the eBilet system is conducted through:
eBilet Polska sp. z o. o. (hereinafter referred to as "eBilet" or "The Company").
Registered office address: ul. Żelazna 51/53, 00-841 Warszawa

Phone Service: +48 (22) 122 80 99, e-mail address: kontakt@ebilet.pl.

NIP: 951 237 67 01.

The Company is registered in the Register of Entrepreneurs of the National Court Register, under number KRS 0000496514.

Reservations and inquiries concerning orders: [contact form](#). In order to improve service, please fill out the form, because using it ensures the completeness of the information needed

to handle the application, and the information from the e-mail may be incomplete, which will prevent or significantly hinder service.

Details of the Organizer of the event are indicated in the description of the event on www.ebilet.pl. Unless otherwise indicated in the information on www.ebilet.pl, the Organizer is an entrepreneur and the organization of the event is within the scope of its business activity.

Unless other details of the Organizer are indicated in the correspondence with the Client, the above eBilet details are also the contact details of the Organizer, and eBilet is authorized to perform actions on behalf of the Organizer related to the conclusion and execution of the event participation agreement concluded between the Client and the Organizer.

2. PROCEDURE FOR EXECUTING AGREEMENTS AND MAKING PURCHASES

Tickets are sold in the eBilet distribution system via the website of ebilet.pl, and stationary outlets of our partners. It is also possible to purchase tickets through our affiliates.

Tickets purchased at a ticket sales point are deemed sold upon payment therefor at the stationary outlet operator's cash desk.

When ordering tickets and making payments therefor, the Client is obliged to exercise due diligence. If the Client enters incorrect data, i.e. the amount to be transferred, the reservation number or the payment code or the payer's data which makes it impossible to identify the Client, the payment may be refused and the transaction may be cancelled.

During the transaction of purchasing tickets by the Client, eBilet acts as an intermediary between the Organizer of the event and the Client. eBilet is responsible for providing the entrance ticket to the event. The organizer is obliged to allow the ticket holder to participate in the event.

These regulations also apply to purchase of products available at eBilet.pl. A product available at eBilet.pl should be understood as each movable being the subject of a sale agreement between eBilet and the Client ("Product"). A ticket is not a Product. Subject to the exclusions set out in these regulations, the provisions of these regulations concerning the sale of tickets shall apply to the purchase of Products, in particular the procedure for execution of agreements, methods and dates of payment and delivery methods.

2.1. Purchase of tickets through the eBilet.pl online distribution system

After you choose an event from the eBilet offer and the category and type of tickets, and after you mark the seats on the seating plan of the theater in which the event takes place (in the case of events for which numbered seats are available) or after you select the quantity of unnumbered spaces / packages (in the case of events for which unnumbered spaces are available), you should fill out the personal data form and select the method of payment and the ticket delivery option.

If the Client chooses to pay by a conventional bank transfer, by clicking “confirm and pay”, the Client expresses his will to be bound by an online service agreement and books the ticket for the event he selected. By clicking the "Confirm and Pay" button you place an order with the obligation to pay and confirm your purchase at www.ebilet.pl. Subsequently, an initial ticket booking confirmation is sent to the email address provided by the Client in the reservation process. After the transfer is made in line with the instruction which is included in the initial booking confirmation and after the funds are credited to eBilet’s account, the Client receives an email thanking him for payment and confirming that the payment has been recorded in the eBilet system, and, if a ticket to be printed at home has been chosen – an electronic ticket in the form of a link or attachment to an email. If delivery by courier or mail is chosen, tickets will be sent to the address specified while placing the order.

If the Client chooses to pay by online transfer through PayU S.A., eCard S.A. or PayPro S.A., by clicking “confirm and pay”, the Client expresses his will be bound by an online service agreement and books the ticket for the event he selected. By clicking the "Confirm and Pay" button you place an order with the obligation to pay and confirm your purchase at www.ebilet.pl. Subsequently, the Client is redirected to the website of PayU S.A., eCard S.A. or PayPro S.A. After eBilet receives from PayU S.A., Card S.A. or PayPro S.A. information that payment has been made by the Client, the Client receives a ticket booking confirmation sent to the email address provided by the Client in the reservation process, and, if a ticket to be printed at home has been chosen – an electronic ticket in the form of a link or attachment to an email. If delivery by courier or post office is chosen, tickets will be sent to the address specified while placing the order..

A reservation is binding upon eBilet and the Organizer of an art event only upon sending the confirmation of payment registration in the eBilet system to the Client’s email address provided during the reservation process.

If payment for the ticket is made by a bank transfer, the confirmation of payment registration in the eBilet system is sent to the Client after payment and verification of the letter code or the reservation number received at the end of the ticket booking process and referred to by the Client at payment.

If payment for the ticket is made by online transfer or payment card through PayU S.A., eCard S.A. or PayPro S.A., the confirmation of payment registration in the eBilet system is sent to the Client after eBilet receives from or PayU S.A., eCard S.A. or PayPro S.A. confirmation of payment made by the Client.

In case you have any doubts as to the correctness of the booking process, please contact the Client Service Department via: [contact form](#) or by phone at +48 (22) 122 80 99.

It is not allowed to use bots or other automation tools enabling purchases of tickets without Client involvement. We reserve the right to cancel the tickets purchased using banned tools.

2.2. Group orders

Group orders (reservations of tickets for groups of more than 10 people) are executed by the Client Service Department. In order to place a group order, please contact us via [contact form](#) or by telephone at +48 (22) 122 80 99.

3. TICKETS AND VOUCHERS

3.1. General

A ticket constitutes a document authorizing its holder to participate in the event for which it was issued. The purchase of a ticket means the acceptance of the regulations concerning the participation in the event. A single ticket authorizes one person to use it. Depending on the type of event the ticket may constitute either a personal or bearer ticket. A personal ticket may only be used by the person whose name and surname is indicated on the ticket. Admissibility and procedure for changing the data on a registered ticket, including the necessity to pay a fee for the change of the data and its amount, is specified by the Organizer in the Organizer's Regulations.

The ticket is verified upon entry to the event; it is not possible to use the ticket again. Tickets cannot be photocopied, scanned or otherwise duplicated; if any such action is detected, the ticket becomes invalid.

The Client should keep tickets in a safe place. eBilet is not responsible for any lost or stolen tickets. Please note that any direct exposure to sun-rays or heat may damage tickets.

Duplicates of tickets are only issued if the Organizer of the event provides for such a possibility. Issuance of duplicates may involve the necessity to pay a fee of PLN 20 for issuing a duplicate (increased by the postage costs).

The Client has the right to verify the compliance of the ticket with the order placed by him. If the ticket is inconsistent with the order, the Client is obliged to immediately notify eBilet thereof since any mistakes on the tickets may cause a refusal of admittance to and participation in the event.

If the Ticket is defaced, it may become impossible to verify the code and – consequently – admittance to the event may be refused.

The ticket authorizes its holder to participate in an event at the place indicated on the ticket. In justified cases, in particular due to technical or production-related reasons, eBilet and the Organizer are entitled to replace the initially ordered seats with others both before and during the event.

eBilet reserves the right to introduce quantitative restrictions applicable to the purchase of tickets for certain events by one individual. Such quantity is specified by the Organizer and is verified upon execution of each transaction. The policy is intended to eliminate unfair practices in respect of purchasing tickets. The restriction pertaining to the maximum number of tickets may apply to a person or a payment card. The foregoing restriction cannot be bypassed through additional accounts created by one Client. We reserve the right to cancel Tickets purchased above such limit. Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obscured or side view or minimum age of participants. All

such reservations will be displayed on our website and you will be otherwise notified thereof before or upon booking the tickets.

Purchasing tickets for art, entertainment or sports events in order to resell them for a profit or their sale for a profit is contrary to law and constitutes an offence under art. 133 of the Act of May 20, 1971 the Code of Petty Offences. Further, the Organizers may prohibit the resale or transfer of Tickets for particular events.

Tickets may not be combined with any hotel, tourist or accommodation services and/or any goods, products or services to create a package, unless eBilet or the Organizer grants a formal written consent.

Decisions to cancel any events, refund money in connection with any cancelled events, replace a ticket, refuse to admit anyone to an event, ask anyone to leave the event, change the event program, or change the seat of the ticket holder are taken by the Organizer on the terms and conditions set out in the regulations concerning the event.

3.2. Prices and price categories

Depending on the event, tickets available in the eBilet distribution system represent different price categories. In case of certain events, reduced-rate tickets and special packages, e.g. 3+1 (i.e. buy four tickets, pay for three), are also available. Such tickets are made available for a given event upon decision of the event Organizer. The Organizer decides about ticket prices. eBilet only acts as an intermediary in their sale. The Organizer decides about pricing of particular seats within specific price categories.

The seating plan displayed in the eBilet system is for information purposes only. Detailed information about the conditions of the event venue, including the view from particular seats, is provided by the Organizer and in the event of any doubts the Client should ask the Organizer for information in this respect. eBilet does not have any information regarding the foregoing and therefore it is not responsible for any inconveniences for the Client arising from the specific features of the seat chosen by the Client.

If the Client wishes to submit a complaint in connection with any inconveniences (e.g. poor visibility as a result of the placement of TV cameras), eBilet may in case of certain events intermediate in the complaint process (if the Client approaches eBilet staff members present at the event venue). However, eBilet is only an intermediary, and the entity obligated to review the complaint is the Organizer of a given event.

During the sale of tickets within the eBilet distribution system, the pool of tickets may be increased (new tickets available for sale may be added) or reduced. Accordingly, Clients are recommended to review eBilet's current offer.

Ticket prices may change during the sale process. Therefore, if any reservation of Tickets made through the eBilet distribution system is cancelled, e.g. due to the fact that the Client has made the payment due for the Tickets after the deadline or the payment for the Ticket has not been confirmed on time by the electronic payment system, eBilet will not be liable towards the Client for the lack of possibility of purchasing Tickets at the initial price chosen by the Client (in particular, if the price of the Tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

eBilet takes efforts to ensure that the prices of tickets available for our Clients are not different than the prices at which tickets are available at the Organizer's. However, due to the fact that eBilet bears the costs of operation of the electronic ticket booking system, the prices of tickets in the eBilet distribution system and its ticket sales points may be higher than the prices at the Organizers'. Such surcharges are intended to cover the distribution system operating costs. The non-consent to any surcharge on top of the Organizer's initial ticket price, expressed after payment for the reservation is made, does not give grounds for any complaint or cancellation of the reservation.

The ticket prices for particular events may be increased by additional charges (in particular, a service charge expressed as a percentage of the total ticket purchase price or fees imposed by the Organizer of the event). The Client will be informed about the amount of the additional charges and the total purchase price prior to the purchase of a ticket for an event.

3.3. Collector tickets

For certain events eBilet offers special "collector tickets". Collector tickets have a unique full-color artwork and are issued in limited numbers. They are only available at www.ebilet.pl. If any collector tickets are ordered, they may be delivered by post or courier. The fee for collector tickets, depending on the event, may be added to the ticket price or be collected upon purchase of the ticket, provided that the Client will be informed about the amount of the additional fee in the order form prior to making the reservation.

3.4. Tickets for people with disabilities

eBilet's offer also includes tickets for people with disabilities. Seats for people with disabilities are allocated by the Organizer. Such tickets may be purchased by contacting us using [contact form](#) or by phone at +48 (22) 122 80 99.

3.5. Discount codes

Within the eBilet ticket distribution system certain discount codes with specific face values are available. Discount codes reduce the gross price of each ticket or the gross price of the entire order by the discounts they indicate. Depending on a particular case or event to which discount codes apply, the maximum number of tickets to which discount codes may be applied is specified. Discount codes may apply throughout the sale period or only on indicated days. They may apply to a group of events or a single event. Codes constitute a combination of letters or letters and figures. The Organizer of an event always decides about introducing discount codes and the conditions thereof. Discount codes may be published through all communication means, including the media, social media, newsletters, at www.ebilet.pl or through the Organizer (and may be generally available or addressed to a selected group of people).

3.6. eBilet vouchers

The eBilet system also offers eBilet Vouchers which may subsequently be exchanged into tickets for selected events from among our proposals at our website. Detailed rules for the use of the Voucher are specified in the Regulations for the sale and use of Vouchers.

4. DELIVERY AND COLLECTION OF TICKETS

4.1. General

The following delivery and collection options are available in respect of tickets sold within the eBilet distribution system: home ticket, delivery by domestic courier service, delivery by domestic postal service, delivery by international courier service and delivery by international postal service and personal collection at the event venue . Not all of the above-mentioned collection and delivery methods may be available in respect of a particular event. The Client is informed about the available collection and delivery options and the amount of the fee for delivery upon reservation of tickets at the latest.

4.2. Home ticket

In case of reservation with the option: “home ticket”, after payment is made for the reservation, the Client collects in an electronic format which may be printed out by the Client. A single home ticket authorizes one person to be admitted to an event. eBilet does not bear liability for any consequences of unauthorized duplication of a home ticket once received by the person making the reservation or any third parties to whom the person making reservation made available the data of the home ticket received (including the printout or electronic copy). eBilet shall not be liable for any consequences of the Client indicating incorrect e-mail address to which home tickets are to be sent when making a reservation.

4.3. Delivery by postal or courier service

Tickets are sent in the order of events (tickets for events that will occur soonest have priority). The maximum ticket delivery time is 30 days when purchasing tickets for the events that are taking place in Poland and 60 days when purchasing tickets for the events that are taking place outside Poland (if the Client indicates a correct address). If the Client indicates an incomplete or incorrect mailing address, the delivery may take longer or may not be completed due to the Client’s fault. Please make sure that you indicate correct and complete data and insert it in the relevant places on the form. In the event of any doubts as to the correctness of the data, please contact us by telephone or via [contact form](#). eBilet does not bear any liability for the address for delivery of tickets incorrectly indicated by the Client. Information about the costs of delivery is provided during reservation of tickets.

In respect of special tickets, in particular collector tickets or custom tickets, the time of preparation of a special ticket will be indicated in the event description. If a special ticket is purchased, the delivery time should be increased by the time of production of a special ticket.

5. PAYMENT METHOD AND DEADLINE

5.1. General

Depending on the sales channel and the Organizer's decision, the following payment methods are available: online transfer, conventional transfer, payment card, BLIK, , electronic wallets, payment by cash, deferred payments and payment in installments. The use of these payment methods will require the conclusion of a separate agreement with the payment service provider. If you buy tickets in other ticket sales points, payments are made in accordance with the rules of such points.

5.2. Payment card

In case of payment by a payment card, after the approval of the reservation made through the eBilet transaction system (by clicking: "confirm and pay"), the Client will be redirected to PayU S.A., eCard S.A. or PayPro S.A. Prior to inserting the payment card number, please make sure that you have been successfully redirected, you are visiting the website of the online service of PayU S.A., eCard S.A. or PayPro S.A. and that the connection is encrypted (the website address should begin with "https://"). Responsibility for execution and safety of payment card transactions on PayU S.A. websites is assumed by PayU S.A., with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the register of payment service providers under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000274399, with the paid-up share capital of PLN 4,944,000, NIP (tax identification number): 779-23-08-495, REGON (business identification number): 300523444, in accordance with its regulations.

Responsibility for execution and safety of payment card transactions on PayPro S.A. websites is assumed by PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of payment service providers under number IP24/2014, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000347935, with the paid-up share capital of PLN 5.476.300, NIP (tax identification number): 7792369887, REGON (business identification number): 301345068, in accordance with its regulations.

eCard S.A. is responsible for execution and safety of payment card transactions on eCard S.A. websites according to its regulations. When making payments using a payment card, one should choose the card type (the acceptable payment card types: Visa, Visa Electron, MasterCard, Maestro, MasterCard Electronic), insert the 16 digit card number, the card validity date and CVV2/CVC2, which is at the back of the card. If the reservation of tickets is cancelled within the eBilet distribution system as a result of payment for tickets being made after the deadline required by PayU S.A., eCard S.A. or PayPro S.A. (15 minutes), eBilet will not be liable towards the Client for the lack of possibility of purchasing tickets at the initial price chosen by the Client (in particular, if the price of the tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet's pool).

5.3. Online transfer

After the approval of the reservation made through the eBilet transaction system, and after choosing the payment by online transfer (by clicking: “confirm and pay”), and selecting the bank keeping the account from which the Client wishes to make payment, the Client will be redirected to the selected bank’s website. Prior to logging in please make sure that you have been successfully redirected, you are visiting the website of the selected bank and that the connection is encrypted (the website address should begin with "https://"). Responsibility for execution and safety of online transfer transactions on PayU S.A. websites is assumed by PayU S.A., with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the register of payment service providers under number IP1/2012, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000274399, with the paid-up share capital of PLN 4,944,000, NIP (tax identification number): 779-23-08-495, REGON (business identification number): 300523444, in accordance with its regulations.

Responsibility for execution and safety of online transfer transactions on PayPro S.A. websites is assumed by PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Kanclerska 15, a Polish payment institution, supervised by the Polish Financial Supervision Authority, registered in the Register of payment service providers under number IP24/2014, entered in the Register of Entrepreneurs kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000347935, with the paid-up share capital of PLN 5.476.300, NIP (tax identification number): 7792369887, REGON (business identification number): 301345068, in accordance with its regulations.

eCard S.A. is responsible for execution and safety of online transfer transactions on eCard S.A. websites according to its regulations. If the reservation of tickets is cancelled within the eBilet distribution system as a result of payment for tickets being made after the deadline required by PayU S.A., eCard S.A. or PayPro S.A. (15 minutes), eBilet will not be liable towards the Client for the lack of possibility of purchasing tickets at the initial price chosen by the Client (in particular, if tickets for the event are sold out, the price of the tickets for a given show grows in the meantime or only more expensive Tickets remain in the eBilet’s pool).

5.4. Ordinary bank transfer

If you choose payment by an ordinary bank transfer, payment should be made as soon as possible. Payment should be made in accordance with the instructions on the booking confirmation. The amount of the transfer should be consistent with the amount to be paid stated in the booking confirmation, in particular, it should not be rounded or divided into several transfers. The title of the transfer should be the same as the title given in the booking confirmation. We are waiting 72 hours from the time of making the reservation for the transfer to be recorded at eBilet’s account. After such time the reservation is cancelled, and tickets return to the generally available pool of tickets for sale.

In the event of cancellation of the order, it is not possible to restore it, but it is only possible to place a new order. In such a case, eBilet cannot guarantee that the selected tickets will still be available. In the event that the paid money was received after the deadline specified above, the Customer will only be entitled to a refund of the funds paid.

5.5 Payment in installments and deferred payments

The purchase of tickets and Products in the eBilet system may be financed by the Clients through deferred payments or in the form of online installment payments.

Details of the deferred payment: <https://www.ebilet.pl/lp/odroczone-platnosci>

Details of the installment payment: <https://www.ebilet.pl/lp/platnosci-ratalne-e-raty>

6. CONTACT WITH THE EBILET CLIENT SERVICE DEPARTMENT

Customer Service is open on working days from 8:00 a.m. to 8:00 p.m. and from 8:00 a.m. to 4:00 p.m. on Saturdays, Sundays and public holidays. Contact via hotline is possible on working days from 8:00 a.m. to 8:00 p.m and from 8:00 a.m. to 4:00 p.m. on Saturdays, Sundays and public holidays. Customer Service hours are subject to change in special cases. In case of change of working hours up-to-date information will be posted on <https://www.ebilet.pl/kontakt/>.

Costs of using means of long-distance communication to conclude an agreement within the eBilet sales system do not exceed costs usually applied for using such means of communication.

7. INVOICE

If you have previously stated on the reservation card that you wish to receive a VAT invoice, such invoice will be delivered on the terms and dates arising from the VAT Act. If eBilet receives full payment for the ticket, a VAT invoice will be issued to the Client no later than on the 15th (fifteenth) day of the month following the month in which payment is received by eBilet. The VAT invoice is sent in the pdf file format to the email address indicated by the Client during the reservation process.

8. ENTRY AND PARTICIPATION

The Organizer and the owner or manager of the facility in which an event takes place are authorized to refuse admittance to clients who breach any regulations and conditions of the event or conditions imposed by them. The Organizer, owner or manager of the facility in which the event takes place may occasionally carry out security searches in order to ensure safety to the Clients.

If anyone is late, the Organizer, owner or manager of the facility in which the event takes place will take efforts to admit the individuals being late during a break, provided that admission cannot always be guaranteed.

Any unauthorized use of photographic or recording equipment is prohibited. Laser pens, mobile phones, dogs (except for guide dogs of people with disabilities) and foods and beverages brought by clients may also be prohibited (please check the facility and Organizer's Regulations).

Prolonged exposure to noise may damage your hearing.

Prior to purchasing Tickets the Client is obliged to become familiar with this Purchase Policy and the detailed information concerning the relevant event. Special effects including sound, audio visual, lighting and pyrotechnic effects which may be featured at certain events may constitute medical contraindications to participate in the event by some people.

All Clients are obliged to acquaint themselves with the SARS-CoV-2 epidemic guidelines provided by the Event Organizers, as well as comply fully with the given guidelines.

9. RETURNING TICKETS / RESERVATIONS

9.1. Right to withdraw from the agreement

With respect to purchase of tickets the Client entering into an agreement within the eBilet ticket distribution system outside the business office or online, in accordance with art. 38 point 12 of the Act dated 30 May 2014 on Consumer Rights (Journal of Laws of 2014 item 827) does not have the right to withdraw from such agreement without stating the reason therefor, as referred to in art. 27 of the Act dated 30 May 2014 on Consumer Rights.

With respect to purchase of Products the Client has the right to withdraw from the agreement. Within 14 days of the receipt of the Product, the Client, being a consumer within the meaning of Article 22[1] of the Civil Code, may withdraw from the agreement without giving a reason, through serving a notice thereof to eBilet to the company's address or via [contact form](#). The standard form for withdrawal from the agreement constitutes schedule no. 1 to the regulations. The Client is obliged to immediately, no later than within 14 days of the date of withdrawal from the agreement, return the Product to eBilet. The Client should return the Product to the following address of eBilet: eBilet Polska sp. z o.o., registered office address: ul. Żelazna 51/53, 00-841 Warszawa . The Client shall be responsible for the decrease in the Product value as a result of its use in a manner going beyond what is necessary to ascertain the nature, features and operation of the Product. The Client shall bear the direct costs of returning the Product.

In the event of withdrawal from the agreement eBilet undertakes to return payments made by the Client, including the costs of delivery of the thing constituting an equivalent of the cheapest delivery costs. Refunds will be made immediately, no later than 14 days from the date of receipt of the statement of withdrawal. eBilet may withhold reimbursement until it receives the Product or until it provides proof of return, whichever event occurs first. Any refund will be made using the same payment method as used by the Client, unless the Client consents to any other form of refund.

9.2. Returns

If and to the extent that the Organizer's Regulations of a given event provide for returning tickets, eBilet's participation in the return procedure will be governed by the following rules.

If a ticket is returned, eBilet will be obliged to refund to the Client the ticket price if and to the extent of the amounts received for such purpose by eBilet from the Organizer.

If eBilet receives from the Organizer reliable information that the event has been cancelled or its date or time has been rescheduled, eBilet will take necessary actions to forward such information to the Clients as soon as possible.

9.2.1. Returns in the event of cancellation of an event

In the case of payment by transfer, funds will be refunded to the bank account number from which payment for the Ticket was made, unless the Client indicates another account number by sending an email to eBilet from the email account assigned to the order. If payment has been made by a payment card funds will be returned to the card used to make the payment for the ticket. Refunds for purchased tickets will be issued within 14 days of the event cancellation.

In the case of purchase in a sales point, Tickets should be returned at the sales point in which they were purchased with the proof of purchase.

9.2.2. Return in the event of any change of the date or place of an event

If an event is rescheduled, the Organizer will propose to the Clients, through eBilet, seats for the selected event at a different date (if available) with the value equal to the value of the initially purchased tickets.. In order to return the ticket, you should send a message via [contact form](#) available at eBilet.pl and indicate your intention to return the ticket and the reservation number. Refunds for purchased tickets will be made within 14 days of receipt by eBilet of information that you wish to return your ticket.

In the case of payment by transfer, funds will be refunded to the bank account number from which payment for the ticket was made, unless the Client indicates another account number by sending an email to eBilet from the email account assigned to the order. If payment has been made by a payment card, information about payment by a payment card should be included in the message. Funds will be returned to the card used to make the payment for the ticket.

In the case of purchase in a sales point, tickets should be returned at the sales point in which they were purchased with the proof of purchase.

9.2.3. Other returns

It is not possible to return or exchange tickets in any circumstances other than those referred to in point 9.2.1. and 9.2.2. above.

10. COMPLAINTS

Complaints related to the tickets or Products purchased via the eBilet ticket distribution system may be submitted electronically via [contact form](#) or in writing by registered mail to the following address: eBilet Polska sp. z o.o, ul. Żelazna 51/53, 00-841 Warszawa. eBilet shall respond to a complaint immediately, no later than within 14 days of receipt thereof.

eBilet is not the Organizer of events to which it sells tickets; therefore, the provisions of point 9 of these Rules shall apply to returned tickets and reservations.

If eBilet does not recognize any complaint submitted by the Client, the Client may use extrajudicial complaint and claim settlement methods. In particular, the Client may ask consumer organizations and municipal or county consumer advocates. Detailed information concerning the Client's possibility of using extrajudicial complaint and claim settlement methods and the principles of access to such procedures are available at the website of the Competition and Consumer Protection Office: www.uokik.gov.pl.

The Client can also use the EU ODR platform, available at the following website: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

11. LIABILITY

eBilet is responsible for tickets purchased exclusively through the eBilet.pl portal and in partner stationary outlets. Tickets purchased from other Clients, purchased in unofficial points of sale or through third parties who do not have the rights to sell and distribute tickets, may prove to be invalid.

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk.

The organizer is responsible for the event organized by him, including its holding and course as well as for allowing the Client to participate in the event..

12. APPLICABLE LAW

Ticket purchase transactions and all actions referred to in these Rules shall be governed by the provisions of law of the Republic of Poland. In respect of any Client being a consumer within the meaning of the Regulation of the European Parliament and the of the Council (WE) No. 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I), and having a habitual residence in the European Union states, the choice of law of the Republic of Poland does not deprive the Client of protection granted under the regulations of such state in which the consumer has a habitual residence.

13. PERSONAL DATA

Personal data provided by Clients in designated areas shall be processed by eBilet pursuant to the applicable provisions of law and the privacy policy set forth in Schedule 2 hereto.

Customers' personal data may be disclosed to other Users only in the cases set forth herein for purposes related to the Transactions and in other cases with the prior consent of the data subject.

It is forbidden to use the information referred to in this section for commercial purposes consisting in promoting in any form the Client's activities conducted outside eBilet.

The eBilet reserves the right to filter and block messages sent by Users using the tools made available on eBilet, in particular, if they are spam, include content that violates these Purchase Rules, or otherwise pose a risk to the safety of Customers.

In the event that, as a result of the automatic analysis of messages referred to above, the eBilet is unable to respond to the Customer, his/her message will be immediately forwarded to the Organizer for response.

14. TERMINATION AND AMENDMENT OF REGULATIONS

Customer may terminate its legal relationship with eBilet with immediate effect by cancelling the account created by Customer. The termination shall not have an effect with respect to mutual obligations of eBilet and Customer arising from the purchase of a ticket, Product or Voucher that has already been made.

These Regulations may be amended on the terms and within the scope specified in Article 384[1] of the Civil Code, i.e. through delivering or making available information on the amendment in the manner indicated in Article 384 of the Civil Code. Amendments of the Regulations shall enter into force within 14 days of the date of delivery of information on the amendment or at a different time indicated in such information unless prior to its entry into force Customer terminates its legal relationship with eBilet in the manner and with effects indicated above. No amendment of the Regulations shall have an effect on the purchase of a ticket, Product or Voucher made prior to the amendment, and the Regulations in force on the purchase date shall apply thereto.

The Rules are in force from 21 July 2023

Appendix no. 1 – Standard form for withdrawal from agreement

(Please fill out the form only if you wish to withdraw from the agreement)

eBilet Polska sp. z o.o.

ul. Żelazna 51/53

00-841 Warszawa kontakt@ebilet.pl

– I/we (*) would hereby like to advise (*) you of my/our withdrawal from the sale agreement concerning order no. Order date:, Parcel collection date:

– Name and surname:.....

– Address:

– Bank account number for a refund:.....

– Date:.....

– Signature.....

(*) Please strike out whichever does not apply.

Appendix 2 Privacy Policy

Section I. Definitions, purposes and scope of application of the Policy

DEFINITIONS

1. **Personal Data** - within the meaning of the definition in Article 4(1) of the GDPR, personal data means any information relating to an identified natural person or a natural person identifiable by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including first and last name, contact number, email, delivery address for Goods purchased on Allegro, device IP, location data, an online identifier and information collected by means of cookies and other similar technologies.
2. **Account** - a collection of resources maintained for a registered User by the Company at the email address, in which the User's data and information about his/her Transactions within the Service are collected.
3. **Policy**- this Privacy Protection Policy.
4. **Product** - Any movable thing that is the subject of a sales contract between eBilet and the Customer.
5. **Registration** - the procedure of creating an Account.
6. **GDPR** – Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC.
7. **Service** - the Internet service, operated as part of the Company's activities, i.e.: eBilet.pl.
8. **Associated Services**- services or functionalities provided or made available by the Company or by third parties, including services provided under separate regulations, which support the Company's main activities or facilitate Users' use of the Company's services, including by financing, securing or advertising Transactions.
9. **The Company** - eBilet Polska Sp. z o.o. with its headquarters in Warsaw, Żelazna 51/53 Street, 00-841 Warsaw, registered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Economic Department of the National Court Register under the number KRS 0000496514, share capital: PLN 8,470,000.00, having the tax identification number NIP 9512376701, REGON 147085850
10. **Transactions** - the conclusion of contracts for the sale of Tickets or Products on the Site.
11. **User** - an entity that has gained access to the services provided by the Company on the Website, under the terms of the Regulations.

PURPOSES AND SCOPE OF APPLICATION OF THE POLICY

The Personal Data Controller for Users that are natural persons is Company. This means that The Company determines the purposes and means of processing your Personal Data.

The purpose of the Policy is to set out the measures taken by the Company to protect your Personal Data processed through the Service, as well as through related services (including Associated Services). The Policy sets out, in particular, the scope and legal basis for the processing of your Personal Data that we collect in connection with your use of the Service, and Associated Services. We receive your Personal Data from you when you set up an eBilet Account, in connection with activities (including the Purchase of Tickets) performed by you on the Service, viewing of Offers, and in connection with updates to your Personal Data made by you through your Account. The processing of Personal Data may also be related to the performance by you of a number of other activities directly related to the use of the Site and Associated Services. Personal Data necessary for the performance of the contract related to the purchase of a Ticket may be transferred to the Event Organizer. If you use Associated Services, your Personal Information may also be provided to us by third-party providers offering these Associated Services.

Your use of the Service or related services, is possible only after you have read the provisions of this Policy and the Purchase Rules in the eBilet distribution system (hereinafter: "Purchase Rules").

If you click the links posted on Service, you can be redirected to websites or portals that are controlled or provided by entities other than Company. In that case, Personal Data processing follows the rules defined by such entities, for instance, in the privacy policy applicable to the services or applications available on third-party websites or portals.

All activities of Company are subject to data protection laws, in particular, the GDPR and the Personal Data Protection Act of 10 May 2018. If you have any questions or concerns about the protection of your Personal Data by Company, please contact Company. Our contact details are provided in section IX of the Policy.

Section II. Scope of Personal Data processed by Company

The scope of Personal Data processed by Company may vary depending on the services or functionalities provided by Company that you use. To help you understand which of your Personal Data we collect, below we have provided information about the Personal Data categories that we process, categorizing them by processing purposes.

At Registration, we require you to provide the following Personal Data:

When you are registering an Account:

- email address, password.

If for any reason, you do not provide those Personal Data, unfortunately, we will be unable to enter into an agreement with you, and consequently, you will not be able to use the Company services available to registered Users.

In order for some features offered by the Service you will need to register. During the registration process you will be asked for the email address and password you will use on our Service or we will ask you to log in to the Service through the external authentication services described below.

When you use your Account, we additionally process information about your activities on the Service, such as your history of purchases, selected payment methods.

Furthermore, we can obtain your Personal Data when you take the option to log in to the Platforms or Register on Platforms through third-party authentication services offered by other parties operating independently from the Company (e.g. services offered by Google, Allegro or services offered as part of websites including social media, such as Facebook). In that case, we obtain your Personal Data only in the form of your full name, email address, and these Data can be assigned to your Account or processed only for the purposes of logging in or Registration on Platforms (the scope of the acquired data may be narrower, it depends on the functionality you use). When using third-party authentication services, you should read the relevant terms and conditions, and rules governing the processing of personal data by entities offering such services.

Logging in to the Service or Registering on the Service using the functionality of Meta Platforms Ireland Limited (Facebook) is done through Meta's joint processing of personal data with eBilet.

eBilet and Meta have agreed that Meta is responsible for ensuring that the rights of data subjects are enforced in accordance with Articles 15-20 of the RODO with respect to personal data stored by Meta after joint processing.

The eBilet and Meta co-management arrangements are available at: https://www.facebook.com/legal/controller_addendum, and information on the data that may be processed under joint processing is available at: https://www.facebook.com/legal/terms/businessstools_jointprocessing.

Irrespective of the above, please remember that when you use a public profile (i.e. a profile that can be accessed by any Internet user) when using social media for your own purposes, you share your Personal Data based on your own informed and conscious decision. You should carefully consider any risks that may be associated with sharing your Personal Data publicly, in particular, your address or precise location. Such risks may include identifiability, privacy compromise, and in extreme cases even identity theft.

When ordering a ticket, we require you to provide the following Personal Information:

- First name, last name, email address and phone number.

If you order a ticket with delivery additionally:

- Name, surname - recipient, delivery address (city, street, house and apartment number and postal code) and telephone number.

If you wish to receive an invoice additionally:

- Name of the entity, TIN, address of the entity.

Making a Transaction is also possible without Registration. During the execution of the Transaction you will be asked to accept the Purchase Rules.

If you make a Transaction without Registration, we will process the following data: name, surname, email address, telephone number and bank account number (in case of payment by bank transfer).

If you use the Associated Services, we process your Personal Data which is necessary for the provision of those services. Where necessary for the provision of an Associated Service, we receive your Personal Data, the payment status, and the amount of the available revolving limit, details necessary to offer or make an insurance agreement, from third-party providers also offering their financial services and/or other services through eBilet.

With respect to your use of contact forms, we process the contact details that are required to communicate with you (for example to answer your question) and to meet your request. These can include your first and last name, email address, or contact number.

Additionally, for User support purposes, we may contact you using the data you have posted for this purpose in your User Account or transmitted via social media channels (such as Facebook Messenger, Instagram, Twitter, WhatsApp). If The Company is contacted through any third-party social media channels, The Company collects Personal Data in the form of User name (in the case of Facebook Messenger, Instagram, Twitter, etc.) or contact number (in the case of WhatsApp, etc.) solely for the purpose of contacting you. Where permitted under the applicable law, The Company will also be entitled to obtain (and otherwise process, for example, to store) other Personal Data regarding communicating with you, e.g. information about support requests or reviews from Users.

Your Personal Data may also be processed in the context of incoming calls to the The Company call centre. Incoming calls to the The Company call center are recorded. If you decide to call us, your Personal Data, such as a contact number and content of the recording (including information provided during the call) will be processed by us in order to best handle your request.

In connection with your participation in competitions or promotional campaigns, we will process your Personal Data, which is necessary in connection with such events. Depending on the type of event, this can be your first and last name, contact details (such as a contact number or email address), or any other data required to meet the participation criteria of the event concerned. If the event includes prizes, in order to deliver a prize to you, you may be obliged to add your residence address, the number of your identity card or other identity

documents, PESEL number, Tax Identification Number (NIP) number, and other data required to hand over the prize (such as bank account number).

In connection with our marketing activities, we may be based on the legitimate interests of The Company or the legitimate interests of the entities that cooperate with The Company, in particular, as part of Additional Services, or on your consent, process information helping us to match advertising and content to your preferences and expectations (including in connection with displaying behavioral advertising). This information may include, for instance, data stored by cookies or your viewing behavior, including the Products viewed and your preferences in this respect. Additionally, based on the above prerequisites, we will also process your contact details, including the data necessary to send any information, including commercial information that you have specified (contact number or email).

We may also process your Personal Data for analytical and statistical purposes, including for the purpose of surveys. To this end, we will use mainly information about your activity on the Service, including that relating to the usage of individual services, as well as Personal Data concerning your preferences and expectations. The Company may collect your Personal Data, such as age, by means of surveys sent to Users by email or made available directly on the Sites.

We may process your Personal Data in connection with our right to assert or defend claims. To this end, The Company processes your Personal Data as long as the claims arising from an agreement between you and The Company or associated with your use of the services provided via The Company, the Service or Associated Services do not become statute-barred in accordance with the applicable laws and regulations. These data may include, for example, indebtedness, information about a specific Transaction, or information obtained in connection with your contact with the TheCompany call center. The scope of Personal Data processed by us may vary from time to time depending on the subject of the claim.

Section III. Purposes of, grounds for and period of Personal Data processing by The Company

Depending on the The Company services that you use, there are different purposes of and legal grounds for Personal Data processing by The Company and different periods in which TheCompany may store or use your Personal Data.

For each of the processing purposes, we have defined the legal grounds for the processing and the maximum retention period of Personal Data. After the specified period, we will no longer use the Personal Data for the specified purpose. It does not mean, however, that we will remove them in each case. We will retain your Personal Data for the longest of the periods specified in relation to specific The Company services. For example, when you opt out from using the Account, we will no longer process your Personal Data to provide Account services to you, but we will store your Personal Data for the period permitted by law to enable you to assert your rights and to make it possible to show the history of financial settlements between you and The Company.

Below, we have listed the typical operations performed on Personal Data in connection with the use of The Company services. More details on Personal Data processing in the case of using specific services can also be found in the terms and conditions of such services.

ACCOUNT REGISTRATION AND MAINTENANCE, HANDLING USER TRANSACTIONS

To use some functionalities available on the Marketplaces (including via the Mobile Application), you are required to Register in accordance with the Purchase Rules. We offer the Regular Account and the Business Account. Setting up and use of a User Account entails the processing of your Personal Data by us.

The Company processes your Personal Data to handle your Transactions. Using the Service, you can in particular:

- buy as a natural person or entrepreneur using a Regular Account;
- buy as a natural person or entrepreneur without a Account;

In connection with the handling of your Account and your Transactions, we process your Personal Data as described in the table below. In addition, your Personal Data may be processed for other purposes, including analytics, marketing and ensuring the security of the services provided, which you will learn more about in the following sections of this Policy.

In connection with the performance of some of your Transactions (Transactions subject to the Company's filing or VAT settlement obligations), we are required by law to process, including filing, your personal data relating to these Transactions.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Taking steps to handle a User’s Registration and provision of electronic services relating to the management of User Accounts, including the communication.	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract) and Article 6(1)(f) RODO (protection of own economic interests - prevention of fraud and abuse)	5 years counting from the end of the year in which the contract is terminated on the account

Undertaking activities related to the processing of the Transaction made by the User within the Account	Article 6(1)(b) of the DPA (necessary for the conclusion and performance of the contract) and Article 6(1)(c) of the DPA in connection with Article 74 of the Accounting Act (necessary for the performance of the Administrator's legal obligation)	5 years counting from the end of the year in which the contract is terminated on the account
To undertake actions relating to the processing of Transactions carried out by the User outside the framework of the Account	Article 6(1)(b) of the DPA (necessary for the conclusion and performance of the contract) and Article 6(1)(c) of the DPA in connection with Article 74 of the Accounting Act (necessary for the performance of the Administrator's legal obligation)	5 years counting from the beginning of the year following the financial year in which the Transaction took place
To take action in relation to the handling of a Transaction made by the User outside the framework of the Account which has not been paid for	Art. 6(1)(f) RODO (the Administrator's legitimate interest in registering an attempt to conclude a Transaction)	12 months counted from the beginning of the year following the year in which the Transaction was attempted
Provision of Personal Data when logging on to the Website via an external service	Article 6(1)(a) RODO (User consent) - only in respect of optional Personal Data that is not necessary for the use of the Account	Until the end of the service
Complaint handling, including resolution of technical problems	Article 6(1)(f) RODO (legitimate interest of the Company to protect the rights of the Company and the User)	Until the complaint is completed or the reported problem is resolved

Asserting and defending claims arising from a contract or related to the provision of services, including debt collection and participation in court, arbitration and mediation proceedings	Article 6(1)(f) GDPR (legitimate interest of The Company in the protection of the Company's rights)	Until the last day of the calendar year following the expiration of a period of three years after the termination of the service
Performance of processing related obligations, incl. archiving of transactional data arising from the Ecommerce VAT Package, as defined in Appendix No. 20 to the Purchase Rules	Article 6(1)(c) GDPR (compliance with a legal obligation)	10 years from the end of the year in which the transaction was made

ASSOCIATED SERVICES, INCLUDING THIRD-PARTY FINANCIAL SERVICES

In connection with its business activities, the Company enables you to use Associated Services provided or shared by the Company or third parties. Companion Services include, among others, insurance services. The above services or functionalities support the core activities of the Company or help you use the Company services, for instance, by financing the Transactions, securing them, or enabling complaints. Associated Services can be provided or shared on the terms set out in the Purchase Rules (including its appendices) or subject to separate terms and conditions of such services or functionalities.

The Company may also participate in the provision of Associated Services by third parties, for example, by:

- Providing you with information about the services and offers of third parties;
- by acting as an intermediary for you to enter into contracts for Third Party Companion Services, including by providing services related to, among other things, financing and securing Transactions, such as, among other things, Ticket insurance or consumer credit for the purchase of a Ticket.

In the situation described above, the Company may operate as a Personal Data processor engaged by the controller who provides the services to you.

In connection with the provision of Associated Services, we process Your Personal Data in accordance with the rules described in the table below. Your Personal Data can also be processed for other purposes, including analytical and marketing purposes, and to guarantee

the security of our services, as you will learn from further sections of this section of the Policy.

If you use Associated Services provided by third parties independent of the Company, the rules of processing your Personal Data may be set out in documents provided by those third parties on third-party websites or portals, for example, in terms and conditions of service or a privacy policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Support for insurance of the purchased Ticket	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	Until you terminate your use of the Company's services or successfully object to the processing of your Personal Data
Providing payment services, execution of payment of commissions for Transactions and securing payments on the Service	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	The period of storage of Personal Data for a specific purpose (retention period). Until you terminate your use of the Company's services or successfully object to the processing of your Personal Data
Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of Associated Services, where necessary	Article 6(1)(c) GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act (necessary for compliance with a legal obligation)	Five years starting from the end of the calendar year in which the tax was due for payment
Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of	Article 6(1)(c) of the GDPR in connection with Article 74 of the Accounting Act (necessity for the performance of a legal obligation)	5 years counting from the beginning of the year following the financial year in which the Transaction took place

Associated Services, where necessary

Asserting and defending claims arising from a contract or related to the provision of Associated Services, including debt collection and participation in court, arbitration and mediation proceedings	Article 6(1)(f) GDPR (legitimate interest of the Company in the protection of the Company's rights)	Until the last day of the calendar year following the expiration of a period of three years after the termination of the service
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USER SUPPORT AND CONTACT FORM

When you contact the User service department, also by calling the Company call center, the Company may process (for example store or analyze) your Personal Data for Platform operating purposes.

The Company may also collect your Personal Data if you contact us using the tools available on the Company, including the Company contact form. This Personal Data is necessary for the Company to contact you. The contact form provided by the Company must not be used to send private correspondence that is not related to the execution of Transactions and any use for such purposes may violate the Purchase Rules. In order to prevent violations of law, including unfair practices, the Company collects data regarding communications made using the aforementioned form. The Company may also analyze and block, using special software, the content of messages exchanged between Users via the aforementioned contact form, in particular, if they are spam (unsolicited advertising information), contain prohibited content (e.g. they prompt to commit crimes), otherwise jeopardize the safety of Users (e.g. their aim is to unlawfully obtain the password to a given Account) or violate the Purchase Rules.

To handle the queries addressed to the Company, also through the contact form, we process your Personal Data in accordance with the rules described in the table below. Your Personal Data can also be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
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<p>Contacting Users, also for purposes related to the provision of services and User services through available communication channels, in particular, emails, phone calls, and social media channels (such as Facebook Messenger, Instagram, Twitter, WhatsApp, chatbot (generating automatic answers);</p>	<p>Article 6(1)(b) GDPR (necessary for performance of a contract)</p>	<p>Until the termination of the services</p>
<p>Handling Users’ requests sent, in particular, to the Customer service department and via the contact form if not directly related to performance of a contract</p>	<p>Article 6(1)(f) GDPR (legitimate interest of Company in responding to received queries)</p>	<p>Until a reply is given or the request is granted</p>
<p>Preventing violations in communication</p>	<p>Article 6(1)(f) GDPR (legitimate interest of the Company in ensuring the security of services)</p>	<p>Until the end of the communication</p>
<p>Asserting and defending claims arising from a contract or related to the provision of services, including debt collection and participation in court, arbitration and mediation proceedings</p>	<p>Article 6(1)(f) GDPR (legitimate interest of the Company in the protection of the Company’s rights)</p>	<p>Until the last day of the calendar year following the expiration of a period of three years after the termination of the service</p>

COMPETITIONS, PROMOTIONAL CAMPAIGNS

From time to time, the Company runs competitions or promotional campaigns. Such events may also consist of making content or services available in return for providing your Personal Data or giving your consent to their processing. If you decide to take part in the event of that kind, your Personal Data (such as the necessary contact details) may be used by the Company to organize the competition in an efficient way, for example, to notify the winner. Contact details of Users taking part in the events voluntarily are processed by the Company in compliance with the applicable law and for the purposes of such events.

If you take part in a program, competition, or promotional campaign, your Personal Data may be used by the Company in accordance with the table below, however, more specific rules of processing Personal Data may be set out in dedicated event terms and conditions. Additionally, your Personal Data can be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Enabling participation in a competition or promotional campaign	Article 6(1)(f) GDPR (legitimate interest in performing obligations arising from making a public commitment, organisation of competitions or similar campaigns, including in connection with carrying out activities aimed at promoting the Company brand)	Until the end of participation in a competition (e.g. handing over a prize) or promotional campaign or until an effective objection is submitted
Asserting and defending claims arising from a contract or related to enabling participation in an event/holding an event, including debt collection and participation in court, arbitration and mediation proceedings	Article 6(1)(f) GDPR (legitimate interest of the Company in the protection of the Company’s rights)	Until the last day of the calendar year following the expiration of a period of three years after the end of participation in the event/holding the event

MARKETING ACTIVITIES

The Company may also use your Personal Data to carry out marketing activities, also in situations where you provide your Personal Data or give your consent to its processing and in return the Company makes content or services available to you. Such activities may include:

- displaying marketing content that is not customized to your preferences on the Service (contextual advertising). If Personal Data is used to display contextual advertising, they are processed in pursuance of the legitimate interest of the controller or a third-party in promoting the Company’s own activities or third-party activities;

- displaying marketing content that is customized to your preferences, including customization of listing categories or individual offers in Platform settings or settings of third-party services based on your activity on the Marketplaces (behavioral advertising). Your Personal Data, including Personal Data collected by means of cookies and other similar technologies, are then processed by the Company and third parties for marketing purposes. Such activities are only undertaken based on your consent, which you can withdraw at any time. For more information, see section IV of the Policy;
- carrying out other kinds of activities related to direct marketing of goods and services (sending of commercial information by electronic means or other marketing activities) through various electronic communication channels, including by email, text/MMS, push messages. We also contact you by telephone. Such activities are undertaken based on the legitimate interests of the Company or the legitimate interests of the entities cooperating with the Company, in particular, as part of Additional Services and on your consent to receive said messages or information. You may withdraw your consent at any time.

We process your Personal Data in accordance with the rules described in the table below in connection with our marketing activities. Your Personal Data can also be processed for other purposes, including analytical purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Displaying contextual advertising (direct marketing of the Company's own or third-party goods or services)	Article 6(1)(f) GDPR (legitimate interest of the Company in the promotion of the Company's or third-party goods or services)	Until the discontinuation of use of the Marketplaces or the Mobile Application
Displaying behavioural advertising based on viewing history, customisation of listing categories or individual offers in Platform settings or settings of third-party	Article 6(1)(f) GDPR in conjunction with Article 173 of the Telecommunications Law (legitimate interest of the Company in the promotion of the Company's or third-party goods or services in	Until the withdrawal of consent (based on the provisions of the Telecommunications Law) or expressing an effective objection against Personal Data processing

services based on activity on the Marketplaces	connection with expressed consent)	
Contacting Users for purposes of permitted marketing activities, via available electronic communication channels, in particular e-mails, text/MMS, push messages. Contact by telephone	Article 6(1)(f) GDPR in conjunction with Article 10 of the Act on Electronically Supplied Services or Article 172 of the Telecommunications Law (legitimate interest of the Company in the promotion of the Company's or third-party goods or services in connection with expressed consent for a communication channel)	Until the withdrawal of consent to receive messages or information (based on the provisions of the Act on Electronically Supplied Services or the Telecommunications Law) or expressing an effective objection against Personal Data processing
Contacting event organisers for the purposes of permitted marketing activities, as a result of contact via the Contact Form, including by email, SMS/MMS. Contact by telephone	Article 6(1)(f) of the RODO (the Company's legitimate interest in direct marketing, in particular including opportunities to support your business by engaging with the Company, including contacting you	Until you withdraw your consent to receive communications or information (under the provisions of the Electronic Services Act or the Telecommunications Act).

ANALYTICAL AND STATISTICAL ACTIVITIES AND SURVEYS

Your Personal Data can be processed by the Company for analytical and statistical purposes. In this case, we use your Personal Data for the purposes of activity analysis, identification of purchase preferences, and improving the functionalities and service quality of the Company. Whether the Company will be permitted to process information collected by means of cookies and similar technologies for analytical and statistical purposes depends on the User's consent to the storage of this information in the User's terminal device. For more information, see section IV of the Policy.

The Company collects Personal Data from Users that can be used to investigate User preferences and adjust the offering of the Company to User needs by means of surveys sent to Users by email or made available directly on the Marketplaces. Such Personal Data is also used for the purposes of statistical analysis.

We process your Personal Data in accordance with the rules described in the table below in connection with our analytical and statistical activities. Your Personal Data can also be processed for other purposes, in particular, to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Conducting statistical analysis	Article 6(1)(f) GDPR (legitimate interest of the Company in analysing User activity, including activity history, to optimise services)	Until the User’s Personal Data are no longer stored in connection with another active processing purpose or until an effective objection is expressed against Personal Data processing (however no longer than until the last day of the calendar year following the expiration of a period of three years after the discontinuation of the provision of services by the Company)
Platform traffic management, including monitoring Users’ activities, such as keyword searches and posted Offers	Article 6(1)(f) GDPR (legitimate interest of the Company in analysing User activity to optimise services)	Personal Data are processed in real time, and, therefore they will be stored until the User discontinues the use of the services provided by the Company on the Service (that is until the User leaves the website)

ENSURING THE SECURITY OF THE PROVIDED SERVICES AND ENFORCING THE PURCHASE RULES

Where necessary in order to ensure the security of services, including IT resources or security of other Users, the Company may automatically obtain and record your Personal Data transmitted to the server by web browsers or your devices if you use the Service.

In order to counteract misuse, fraud, infringement of decorum, the Purchase Rules or applicable laws (including national or international restrictive measures) or behaviors that have a negative impact on the security of operation of the Company and harm other Users, we

automatically process the Personal Data concerning your activity on the Company, links to other accounts and the functionalities and tools used.

In order to counteract the occurrences listed above, we will make decisions in your case based on automated data processing, including profiling.

Such operations may result in, e.g., the Account or its particular functionalities getting suspend/unsuspend, participation in programs.

We process your Personal Data pursuant to the rules described in the table below.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Counteracting misuse, fraud, infringement of decorum, the Purchase Rules applicable laws, or behaviors that negatively impact security	Article 6(1)(b) of the GDPR (necessary for concluding and performing a contract with regard to supporting the security of the Company and Users, and counteracting misuse)	Until the User stops using the services
Compliance with legal obligations to restrict access to the services provided by eBilet on the basis of specific provisions	Article 6(1)(c) of the GDPR (necessary for the compliance with legal obligations under specific legislation)	Until the User stops using the services

Section IV. IP address, cookies, other identifying information and information on profiling.

The Company may collect your Personal Information in the course of operating the Service through technologies such as cookies, tracking pixels, and locally shared objects (e.g., in your browser or on your device). The use of such technologies by the Company is described in detail at: [Cookie policy](#).

In order to carry out the purposes of the processing indicated in Part III, in particular to carry out marketing and analytical activities and in connection with the operation of the Account, the Company uses profiling in some cases. This means that through the automatic processing of Personal Data, we evaluate selected factors and information concerning Users, in particular activities undertaken on the Website, including on the basis of purchases made, history of offers viewed and services used, in order to analyse their behaviour or create a forecast for the

future. This allows us to better tailor the content displayed to the individual preferences and interests of the User.

Section V. Users' rights in the context of Personal Data processing and how to exercise them

We enable you to exercise all rights you may have under the GDPR, i.e. the rights described in Articles 15 to 22 of the GDPR. For a detailed description of each right, please see below.

The right of access to Personal Data enables you to be informed by the Company how your Personal Data is processed by the Company, including specifically the purposes of and legal grounds for the processing, the scope of Personal Data which is retained, the entities with which your data are shared and the planned time of erasure.

You may exercise the right to obtain a copy of your Personal Data in order to receive a copy of your Personal Data which is processed by the Company.

You may exercise the right to rectification of Personal Data if you notice that your Personal Data are incorrect or incomplete. If this is the case, we undertake to remove any potential inaccuracies or errors in the Personal Data being processed and to complete the Personal Data where required.

You may exercise the right to erasure of Personal Data if: your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by the Company; you withdraw your consent to Personal Data processing; you object to the processing of your Personal Data and there is no other legal ground for the processing; or your Personal Data have been unlawfully processed. In order to exercise your right to the erasure of data, you have to terminate your agreement first.

You may exercise the right to restriction of processing of Personal Data if you notice that your Personal Data are incorrect – you may obtain restriction of processing of your Personal Data for a period enabling us to verify the accuracy of the personal data; the processing is unlawful but you oppose the erasure of the personal data; we no longer need your Personal Data but you may require them for the defence or exercise of legal claims; or you have objected to processing of your Personal Data pending the verification whether our legitimate grounds override yours.

You may exercise the right to Personal Data portability if the processing of your Personal Data is based on consent or on a contract between you and the Company, and when the processing is carried out by automated means.

You may exercise the right to object against the processing of Personal Data for marketing purposes at any time if your Personal Data have been processed for marketing purposes, without the need to justify your objection.

You may exercise the right to object against the processing of Personal Data for other purposes at any time, on grounds relating to your particular situation, if your data have been processed for the purposes of the legitimate interests pursued by the Company (e.g. for analytical or statistical purposes). Any objection in this respect should be justified.

You may exercise the right to withdraw your consent at any time where your Personal Data are processed based on consent, without affecting the lawfulness of processing based on consent before its withdrawal.

If you exercise your right to object to Personal Data profiling, you should log out of all devices and delete cookies from them (in some cases, the process may take up to 48 hours). The instruction how to delete cookies is available in the Cookies Policy.

You can also contact the data protection officer using a [contact form](#).

Please note that you may lodge a complaint in relation to us processing your Personal Data with a supervisory authority, i.e. the President of the Office of Personal Data Protection (address: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa).

Section VI. Personal Data recipients

The Company may share your Personal Data with the following third parties:

- entities cooperating with the Company and operating websites or providing online applications;
- entities cooperating with the Company that offer their financial services as Associated Services, to assess the User's creditworthiness, analyze the credit risk, and to grant a potential loan, to perform the contract you concluded, including enforcing any amounts due.

The Company may cooperate with third parties e.g. specialized providers of Personal Data storage services, analytical services, debt collection services, in order to enable such entities to provide services to the Company. In this case, such entities are not authorized to use your Personal Data for their own purposes (Personal Data will always be processed on behalf of and for the Company) and their activities are subject to applicable law and this Privacy Policy;

The scope of collaboration includes:

- information storage and access: storing information or accessing information already stored in your device such as advertising identifiers, device identifiers, cookies and similar technologies;
- personalisation: collecting and processing information to personalise website or application advertisements and/or content;
- selecting, serving and reporting of advertisements: collecting information and merging it with existing information to select and serve advertisements to you and to measure

how effective they are (what advertisements have been displayed; how often, when and where they have been displayed; or whether you have taken any action in relation to the advertisement, for instance clicked the ad or made a purchase);

- conducting debt collection proceedings;
- delivery of services to support the provision of e-learning;
- delivery of services to support/improve order processing on Service.

The Company may also make your Personal Data available to other entities (such as, but not limited to, delivery service providers) when it is necessary to conclude agreement (including event organizers) or perform a contract to which you are a party, or to support/facilitate the fulfillment of orders placed on the eBilet, which includes, in particular:

- acceptance of the order for execution,
- packaging of the shipment,
- delivery of the shipment to the specified address, including information on tracking the status of the shipment.

In the situations mentioned above, the entities with which your Personal Data are shared may become separate data controllers in respect of your Personal Data.

We share your Personal Information with organizers (in the case of registered tickets), and entities that support us in the provision of electronic services, i.e. those that provide payment, credit, insurance services, perform consulting or auditing services, support User, support the promotion of Offerings, cooperate in marketing campaigns.

The Company may share your Personal Information with public authorities on the basis of the law in connection with investigations of possible violations of the law or combating other possible violations of the Purchase Rules (including in connection with investigations of eBilet fraud and abuse).

Under the adopted the Company Policy, the Company undertakes not to sell Users' Personal Data. In the event of a restructuring or sale of a business or part thereof and transfer of all or a significant portion of its assets to a new owner, Users' Personal Data, including yours, may be transferred to the new owner in order to ensure the continued provision of the Service or Companion Services.

Due to the need to prevent web robots from performing certain functions on the Website, we use Google's reCAPTCHA mechanisms to occasionally investigate whether Users' behavior bears the hallmarks of robotic behavior. The functionality of reCaptcha is based on the acquisition of information about the hardware, its identifiers and software (such as device data, search engines, ip address) and its analysis and use by Google to provide, maintain and improve functionality and for general security purposes.

The Company may share anonymized Personal Data (i.e., data that does not identify specific Users), with third-party service providers, trusted partners or research agencies, in order to better identify the attractiveness of advertisements and services to Users, to improve the

overall quality and effectiveness of services provided by the Company or the named entities, or to participate in scientific research for broad societal benefit.

Section 7. Transfers of Personal Data to countries outside the European Economic Area

Your Personal Data will not be directly transferred outside the European Economic Area to, among others:

At the same time, in the course of cooperation with processors, there may be further entrustment of data processing to entities that may transfer data to countries outside the European Economic Area. Entities that systematically process data for eBilet include:

- Druva Europe, Limited based in Reading, United Kingdom, in connection with the use of the Personal Data processing services offered by this entity aimed at securing a copy of your data related to the provision of the eBilet services,
- Google Ireland, Ltd with its registered office in Dublin, Ireland Google LLC with its registered office in Mountain View, United States, in connection with the use of the Google reCAPTCHA mechanism for security purposes,
- Google Cloud Poland sp. z o. o., with its registered office in Warsaw, Poland, in connection with the use of the e-mail system and the tools included in Google Workspace, for statistical and administrative purposes and in connection with the use of the Personal Data processing services offered by this entity, aimed at ensuring the provision of the services offered by the Company within eBilet,
- Microsoft Ireland Operations, Ltd, based in Dublin, Ireland, in connection with the use of the Personal Data processing services offered by this entity to ensure the provision by the Company of the services offered on eBilet,
- SFDC UK, Ltd (SalesForce) located in London, United Kingdom, in connection with the use of the Personal Data processing services offered by this entity to ensure the provision by the Company of the services offered on eBilet,
- SFDC Ireland, Ltd (SalesForce) based in Dublin, Ireland, in relation to the use of its Personal Data processing services

The Company always relies on mechanisms ensuring an adequate level of protection, for example by using standard contractual clauses for the transfer of Personal Data to Personal Data processors established in third countries approved by the European Commission. You can receive copies of such clauses from the Company by writing to: iod@allegro.pl.

Section 8. Amendments

If necessary, the Company may amend the provisions of this Privacy Policy. In such a case, the provisions on amendments to the Regulations shall apply accordingly.

Section 9. Contact details

For more information about the processing of your Personal Data, including answers to questions about the scope of the Privacy Policy, please contact our Data Protection Officer.

Here is his contact information:

e-mail address: iod@ebilet.pl,

postal address: the Data Protection Inspector of eBilet Polska sp. z o.o., Żelazna 51/53 Street,
00-841 Warsaw.

You can also contact the Data Protection Officer using the [contact form](#).

Regulations for the sale and use of Vouchers

I. Definitions

1. Issuer – eBilet Polska Sp. z o.o. with its registered office in Warsaw, ul. Żelazna 51/53, 00-841 Warszawa, registered in Register of Entrepreneurs of the National Court Register under number KRS: 0000496514, NIP: 9512376701, REGON: 147085850, phone number: +48 (22) 122 80 99, email address: kontakt@ebilet.pl.
2. Voucher – 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 3) 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 from the Issuer.
4. User – each holder of a Voucher.
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.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.
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 use [contact form](#) 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

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.
3. If the price of a Ticket purchased using a Voucher is lower than the present face value of the Voucher, 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 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;
 - b) if the Purchaser is a consumer – a debit note on request.
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 via [contact form](#) or by calling tel. (22) 122 80 99.
3. Complaints may also be submitted via [contact form](#) 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 14 (fourteen) days of the date of submission of a 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 via [contact form](#).
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. Refunds will be made immediately, no later than 14 days from the date of receipt of the statement of withdrawal. Issuer may withhold reimbursement until receipt of the Voucher or until proof of its return is provided, whichever event occurs first.
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 conditions set in these Regulations. The terms and conditions binding at the time of purchasing the Voucher shall apply to the User, unless the change of conditions is required by law or by a competent state authority, or unless the new conditions are more favorable for the User - in both cases the new conditions shall apply to the User.
5. The provisions of eBilet Regulations will apply accordingly to the use of tickets purchased using a Voucher.

The Regulations shall take effect from 17 January 2023

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.

ul. Żelazna 51/53

00-841 Warszawa – Please be advised that I/we^(*) 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.