

# ON-LINE TICKETS SALE REGULATIONS

via the website of Teatr Powszechny im. Zygmunta Hübnera in Warsaw.

## §1 On-line sales

The sale and distribution of tickets is carried out by Teatr Powszechny im. Zygmunta Hübnera (03–801 Warszawa, ul. Jana Zamoyskiego 20).

1. The sales contract between the Purchaser and the Theatre is concluded if the required purchase procedures are completed at [www.powszechny.com](http://www.powszechny.com):
  - a) Purchaser registration,
  - b) placement of an online order by the Purchaser,
  - c) payment for the order made by the Purchaser online by bank transfer or using a payment card,
  - d) receipt of the transaction confirmation by the Purchaser to the e-mail address provided by them.
2. Purchase of tickets on-line means accepting the Regulations.
3. In online tickets purchase, payments are made by means of electronic transfer and payment card.
4. The tickets remain the Theatre's property until the Theatre confirms the payment made by the Purchaser's Bank.
5. Lack of confirmation of payment for the order by the Purchaser's Bank within 2 hours from the moment of ordering results in automatic cancellation of the order.
6. Payments for tickets are handled by PayU S.A., seated in Poznań, ul. Marcelińska 90, through the internet portal [www.platnosci.pl](http://www.platnosci.pl). In case of lack of banking confirmation referred to in §1 clause 6 of the Regulations, the money collected by the payment operator can be used at the next purchase or returned to the Purchaser's bank account. The Purchaser will be notified via e-mail by the payment operator – PayU S.A., the owner of the [payu.pl](http://payu.pl) /[www.payu.pl/kontakt/](http://www.payu.pl/kontakt/) portal, who then should be contacted directly by sending an e-mail to: [elektroniczna/pomoc@payu.pl](mailto:elektroniczna/pomoc@payu.pl) / or by calling +48 61 630 60 05.
7. The Theatre is not responsible for any consequences resulting from irregularities in the functioning of the PayU S.A. payment system
8. Pursuant to the Regulation of the Minister of Finance of 26 July 2010, the sale of tickets in the scope of ordering and payment via the Internet is not subject to fiscalization, therefore the Purchaser does not receive a fiscal receipt.
9. Ticket prices include VAT.
10. To receive a VAT invoice, please select the option “VAT invoice” in the ordering process and provide correct data necessary to issue it.
11. Purchasers making payments through a foreign bank should take into account the bank commission, because only full payment within the stipulated time guarantees the fulfilment of the order by the Theatre.
12. In the online sales system, regular and reduced price tickets can be bought.
13. Purchasers who have bought reduced price tickets on-line are obliged to present a document entitling them to the reduction before entering the show to which the ticket was purchased. Reduced price tickets without documentation of the right to the reduction do not entitle to enter the auditorium: they are invalid.
14. The Purchaser prints the ticket(s) after confirming the fulfilment of the order by the Theatre.
15. The online sales system allows one-time purchase of up to 10 individual tickets per event.
16. If it is necessary to buy more tickets than was specified in §1 clause 16, the Theatre kindly asks for e-mail or telephone contact with the Audience Service Office or with the Theatre ticket office.
17. The Theatre reserves the right to terminate online sales at any time, without providing justification.
18. Lack of possibility to buy tickets via online sales system does not mean unavailability of tickets at the Theatre ticket office.
19. The Theatre is not responsible for the consequences of providing false or incorrect data in the order form.

## §2

### Complaints, refund and exchange of tickets

1. In the event that the performance does not take place due to reasons attributable to the Theatre, the Theatre will accept returns of tickets and refund the amount paid. The return can be made solely at the Theatre ticket office.
2. The return of tickets, in the event of the Purchaser's withdrawal, may take place only at the Theatre ticket office, at the latest on the day preceding the performance to which the tickets were purchased, during the opening hours of the Theatre ticket office. In the case of special performances, openings and guest shows as well as group sales, the return of tickets, in the event of the Purchaser's withdrawal, may only take place at the Theatre ticket office not later than 7 days before the planned event
3. The condition of receiving the refund of the amount paid by the Purchaser is the return of the tickets printed at home by the Purchaser to the Theatre ticket office.
4. Performances and other events start punctually, the ticket expires with the start of the performance or event indicated on the ticket, which means that a latecomer will neither be admitted to the show (with the exception for the situation described in §4 clause 4 of the Regulations) nor entitled to a refund or rebooking of their ticket ("rebooking" meaning a return followed by a new purchase).
5. An Open Ticket and a Ticket for Two can be used for one year from the date of purchase. These tickets are not refundable or exchangeable for cash and cannot be used for openings, guest shows, special performances and performance "Capri – the Island of Fugitives".
6. Invitations cannot be sold to third parties or exchanged for cash at the ticket office.
7. Unused tickets which lost their validity will not be refunded or rebooked.
8. Rebooking of tickets to another performance or event is possible at the latest on the day preceding the performance for which the tickets were purchased, during the opening hours of the Theatre ticket office. When rebooking tickets, it is necessary to take into account the need to settle the difference that may arise in the ticket price.
9. All complaints must be submitted within two working days of the purchase of tickets to the following e-mail addresses: [bow@powszechny.com](mailto:bow@powszechny.com), [kasa@powszechny.com](mailto:kasa@powszechny.com) or at the theatre ticket office.

## §3

### Purchaser data protection

1. Pursuant to Art. 13, clause 1 and clause 2 of the Resolution 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 and on the free movement of such data and the repeal of Directive 95/46/EC (hereinafter referred to as: GDPR), the Theatre declares that:
  1. the personal data administrator is Teatr Powszechny im. Zygmunta Hübnera, seated at ul. Jana Zamoyskiego 20, 03-801 Warszawa;
  2. it has appointed a Data Protection Inspector supervising the correctness of personal data processing; the Inspector can be contacted in all matters related to the protection and processing of personal data and the use of vested rights through the e-mail address: [inspektordanychosobowych@powszechny.com](mailto:inspektordanychosobowych@powszechny.com);
  3. the Purchaser's personal data will be processed by the Theatre in order to implement the sales contract;
  4. the legal basis for the processing of the Purchaser's personal data is Art. 6 clause 1 letter b of the GDPR: indispensability for the performance of a contract to which the data subject is party, Art. 6 clause 1 letter c of the GDPR: indispensability for compliance with a legal obligation connected with the keeping of files required by tax regulations, Art. 6 clause 1 letter f of the GDPR: indispensability to implement the legitimate interest of the enterprise as seeking damages for business activity, consent of the data subject;

5. the Purchaser's personal data will be processed for the period necessary for the performance of the sales contract and, after that period, for the period indicated by the relevant provisions of law;
  6. the Purchaser's personal data can be transferred:
    - to entities cooperating with the Theatre for the purposes related to the handling and performance of the contract as well as investigation or defense against claims,
    - authorised entities, in particular public authorities, upon a written request, if such an obligation arises from the provisions of law;
  7. the Purchaser's personal data will not be transferred to third countries or international organisations;
  8. no profiling is carried out on the basis of the personal data.
2. By registering in the online sales system, the Purchaser agrees to the storage and processing of the Purchaser's personal data by the Theatre with the purpose of order fulfilment, necessary contact with the Purchaser and for any actions necessary for the functioning of the ticketing system. All personal data received by Teatr Powszechny as part of the ticket sales process are used for purposes of providing information about promotions offered by Teatr Powszechny in Warsaw solely upon the consent of the person providing personal data.
  3. The Purchaser agrees to the processing of their personal data by the Theatre for the purposes of the implementation of the sales contract and for marketing purposes connected to the Theatre's activities, and related to the sale of tickets. Providing personal data is a condition for the conclusion of the contract. Failure to provide personal data results in the inability to conclude the contract.
  4. The Purchaser has the right to access the content of their data and the right to rectify or delete them, limit their processing, the right to data transfer, the right to object to the processing.
  5. The Purchaser has the right to lodge a complaint with the supervisory body regarding compliance with provisions on the protection of personal data (as at the date of signing the contract of the Head of Personal Data Protection Authority).

#### **§4 Final provisions**

1. Tickets purchased at the ticket office and via the Teatr Powszechny website cannot be copied, modified or scanned.
2. The Theatre is not responsible for the functioning of the Internet network through which the Purchaser buys the tickets. The Theatre is not responsible for messages or other data disappeared or lost on the Internet, individual settings of computers and the manner of their configuration, nor for settings or interruptions in the provision of services occurring at the providers of access to the Internet.
3. The Theatre is not responsible for tickets damaged or lost by the Purchaser.
4. Performances and other events start punctually, which is why the Theatre has the right to refuse to admit a latecomer to the audience. Whenever possible, the viewer will be admitted to the audience at the first convenient moment.
5. All information about the repertory, price list and operating hours of the Audience Service Office and the Theatre's ticket office are published on [www.powszechny.com](http://www.powszechny.com).
6. The Theatre reserves the right to change its repertory.
7. The present online sales regulations are available on the website and at the ticket office of Teatr Powszechny in Warsaw.