

REGULATIONS OF THE DISTRIBUTION OF TICKETS BY EVENTIM SP. Z O.O. WITH EFFECT OF JANUARY 1ST, 2023.

1. DEFINITIONS

The terms used in these Regulations have the meanings ascribed to them below unless these Regulations expressly provide for a different meaning:

1. **Mobile App** – an application called “EVENTIM PL” enabling the use of the System, which may be downloaded free of charge from a digital distribution platform App Store and Google Play for portable devices operating under the control of the iOS and Android systems.
2. **Ticket** – confirmation of a Ticket holder’s right to attend the chosen Event, available in the Eventim System, according to the Promoter’s Regulations. Depending on the kind of the Event and Promoter’s decision, Tickets may be sold as named tickets or tickets valid for a bearer and may be delivered in paper or electronic form. Tickets (On-line Tickets respectively) available in the Eventim System are issued based on the rules specified in the Eventim Regulations. Whenever the Regulations point a singular form of a Ticket it applies to plural and singular form accordingly.
3. **Ticket for persons using wheelchairs** – Ticket allowing access to the designated area for a person using a wheelchair.
4. **Mobile Ticket** – electronically generated Ticket (HTML or Apple Wallet format), enabling its processing and storing with the use of portable electronic devices (e.g. mobile phones, tablets) with an installed Android and iOS systems. The Mobile Ticket has an individual QR code which provides for the possibility of reading by scanning equipment. Regulations pertaining to the Ticket shall apply accordingly to the Mobile Ticket.
5. **Proof of Purchase** – Ticket and/or a fiscal receipt or any other document that confirms purchase of the Ticket e.g. credit card printout, e-mail confirmation.
6. **Customer Service Department** – point providing the Users with information. Contact to the Customer Service Department is possible via phone or e-mail during the Business Days between 10:00 a.m. and 6:00 p.m.. Tel. [+48 22 591 83 83](tel:+48225918383), email: info@eventim.pl. The fee for

connection to the Customer Service Department is charged according to the User's telecom operator tariff.

7. **Business Day** – any day other than a Saturday, Sunday and a public holiday.
8. **Eventim** – Eventim sp. z o.o. with its registered office in Warsaw, Al. Jerozolimskie 25, 00-508, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, the 12th Commercial Division of the National Court Register under number KRS No. 0000213454, NIP (VAT): 526-277-47-51, REGON (statistical number): 015765917, involved in the distribution of tickets for cultural and sports events via the System.
9. **EVENTIM.Pass** – electronically generated Ticket (in QR code form). In order to receive, generate, process and store the Mobile App is necessary. EVENTIM.Pass tickets can only be accessed within the Mobile App (at least version 4.3) working under at least Android 5.0 or iOS 12 with access to Internet and GSM network. EVENTIM.Pass authorizes only its holder (Ticket Purchaser, whose data are indicated in the Mobile App) to enter the Event. In case of purchasing EVENTIM.Pass for more persons, provisions of Section 2 point 16 of the Regulation applies. Regulations pertaining to the Ticket shall apply accordingly to the EVENTIM.Pass.
10. **Eventim.Streaming** – Eventim.streaming platform, created, hosted and operated by the companies from the Eventim group.
11. **Invoice** – an invoice in electronic form issued and sent to the User's address indicated by the User as part of the purchase process of the Ticket, in accordance with §8 p. 5 of the Regulations.
12. **Fan Ticket** – Ticket in a paper form with a colour layout available only for orders placed via www.eventim.pl or [Mobile App](#) on selected Events.
13. **Event** – each cultural, sports or any other event which is organized by the Promoter and for which Tickets are available in the Eventim System.
14. **Passes** – confirmation of the right of the authorized Pass holder to participate in a certain number of Events, in accordance with the Organizer's Regulations. Carnets can be issued in the form of plastic cards or in electronic form. The Ticket regulations apply accordingly to the Passes, unless the Organizer's Regulations stipulate otherwise.
15. **Amount due** – amount that the User should finally pay after successful placement of the Ticket order. The amount consists of a price of the Tickets selected, the cost of the ticket gift case (if included in the order by the Purchaser), Service fee and the cost of delivery depending on the option selected by the User. The Amount due include applicable Taxes. The final Amount due shall be provided to the User before order confirmation.

16. **Ticket Purchaser** – the User who acquired the Ticket via the Eventim System.
17. **Venue** – a place where the given Event will take place.
18. **Service fee** – a fee due for the use by the User of the System at www.eventim.pl or in the [Mobile App](#) in the amount specified in an order summary.
19. **Promoter** – any natural or legal person or an organizational unit being the Promoter of the Event.
20. **Ticket Holder** – a person legitimately holding the Ticket, meeting the requirements of the Regulations and the Promoter's Regulations.
21. **Regulations** – these regulations.
22. **Promoter's Regulations** – the rules of a specific Event determined by its Promoter.
23. **Tickets Sale Regulations for the given Event** – regulations concerning the sale of Tickets for the given Event as found on the Event webpage. Tickets Sales Regulations for the given Event shall apply exclusively when purchasing the Tickets for such Event.
24. **Event Webpage/Webpage of the given Event** – webpage section on www.eventim.pl or a special tab in the [Mobile App](#) for the given Event.
25. **Eventim System/System** – an electronic system made available by Eventim providing for the possibility to purchase the Tickets for events organized by Promoters, which supports, among others, the process of submitting the orders for selected Tickets, generating the same in an electronic form, as well as refunding the Tickets. The Eventim System is made available on the www.eventim.pl webpage and in the [Mobile App](#). The minimum technical requirements necessary to use the Eventim System are: access to the internet, web browser (recommended: Microsoft Edge, Internet Explorer, Mozilla Firefox, Google Chrome, Opera) application for Javascript and cookies, as well as a program for handling PDF files. In case the [Mobile App](#) is used – a mobile device with an Android or iOS system.
26. **Ticketdirect** – also e-ticket to be printed out individually – electronically generated confirmation of the right to attend the selected Event to be individually printed; only a printed Ticketdirect bearing a bar code constitutes a Ticket in the meaning of the Regulations. The User, after purchase, receives a link to generate Ticketdirect in a PDF format. In order to print the same, the User must be able to open the document in the format in question (and have appropriate software). Ticketdirect must be printed by the User in its entirety and must be legible, according to the instructions received.
27. **User** – any person using the Eventim System.

28. **Eventim Voucher** – a voucher issued for the benefit of its bearer with a unique code authorising the User to use it via the www.eventim.pl or [Mobile App](#) service.
29. **Access Permit** – confirmation of a right of a free of charge Access Permit's holder to attend the chosen Event, available in the Eventim System, according to the Promoter's Regulations. Regulations pertaining to the Ticket shall apply accordingly to the Access Permit.
30. **Own Point of Sale** – a point of sale of Eventim located at Al. Jerozolimskie 25, 00-508 Warsaw (p.ZASP), or any other physical point of sale authorised by Eventim as specified at www.eventim.pl website.
31. **Terms and Conditions of Use of the Venue** – the document prepared by the owner or manager of the Venue setting forth the rules applicable to the Users attending the Event which is to be held in the Venue available at the Promoter's or the Venue's website; this document may have a different name at the Promoter's or Venue's website.

2. GENERAL RULES

1. These Regulations provided for the provisions of setting up and maintaining an account in the Eventim System and the rules of purchasing of Tickets with the use of the Eventim System at www.eventim.pl and in the [Mobile App](#), returning of Tickets as well as submitting and handling of complaints.
2. Eventim provides for sale the Tickets for the Event organised by the Promoter. Eventim is not an organizer of the Event and it is liable solely for the Eventim System to run correctly and for the Tickets purchased via the Eventim System shall be recognized by the Promoter as to authorise entry to a given Event according to the Regulations and the Promoter's Regulations. Information concerning the Events, for which the User may buy the Tickets via the Eventim System, shall be available at www.eventim.pl and [Mobile App](#).
3. The User who uses the Eventim System to purchase a Ticket accepts the terms and conditions of these Regulations. The User has no right to post unlawful content, in particular those that may violate the personal rights of others, and take actions that may cause interference or damage in the Eventim System.
4. Depending on the Promoter of the given Event the Tickets are sold:
 - a. in a paper or electronic form (Ticketdirect, Mobile Tickets or EVENTIM.Pass);
 - b. as named or bearer Tickets.

The Promoter may also permit sale of Passes. Detailed information in this regard shall be found on the given Event Webpage or upon ordering.

5. Tickets in a paper form are prepared on various blank forms:
 - a. with black and white print;
 - b. with a colored print (FanTicket).

Tickets for the Event are printed with the use of one or both blank forms, depending on the decision of the Promoter of the given Event, however FanTickets may be available only for orders placed at www.eventim.pl and the [Mobile App](#).

6. The Ticket Purchaser is not able to choose the type of the blank form he will receive the Ticket on paper. Tickets are made of thermo-sensitive paper, which can be damaged in contact with too high temperature or sunrays.
7. Prior to the purchase of the Ticket at www.eventim.pl, the User is obliged to familiarise himself with the Regulations, the Regulations of the Tickets Sale for the given Event (if applicable) and the Promoter's Regulations, Terms and Conditions of Use of the Venue and any and all additional information placed by Eventim on the Event Webpage. Tickets Purchasers are obliged to review the Webpage of the Event for which they purchased the Tickets, also immediately prior to the date of the Event. In case the Event's date or programme changes or circumstances providing for the need to meet additional requirements by the Users occur, Eventim will transfer the information obtained from the Promoter in this regard.
8. Information placed on the Event Webpage, including the Promoter's Regulations, referred to in section 9 below and the Terms and Conditions of Use of the Venue, referred to in section 10 below, shall apply to all the participants of the Event. In case the Tickets Purchaser acquired Tickets also for other persons, he is obliged to inform such persons about the regulations in force, the need to review and observe them, and to transfer other information made available on the Event Webpage.
9. If the Promoter has defined the Rules that apply for the given Event, the Tickets' Purchasers are also to obey the Event Rules and other Events' attendance as well. In such case, Eventim will provide the Promoter's Regulations by placing them on the Event Webpage. In case of purchasing Ticket for Events to which Promoter's Regulations apply, the Tickets Purchaser accepts the said regulations upon confirming the order.
10. The owner or manager of the Venue on which the Event is to be held may define the Terms and Conditions of Use of the Venue. In such a case all the participants of the Event are obliged to obey those rules while attending the Venue. Terms and Conditions of Use of the Venue will be available on the webpage of the Venue or on the webpage of the Promoter.
11. Certain events may be subject to additional regulations resulting from the applicable provisions of law, including the Act on Mass Events

Safety of 20 March 2009 and other regulations related to safety, as well as to preventing and combating infections and infectious diseases. Such regulations apply to all Event participants. In case of a football match, provisions on specific identification of participants and the so called stadium bans shall specifically apply. An access ticket for a football match or another document authorizing to attend it, shall be valid together with an identity document.

12. In case of Tickets distributed as named tickets, the Purchaser should provide personal data, according to the requirements of the Event Promoter. Depending on the decision of the Promoter and the Promoter's Regulations it is necessary to provide data of persons being the Tickets Holders (Event participants) or just the Tickets Purchasers. Detailed information in this regard shall be each time provided on the Event Webpage.
13. In the case of Tickets sold as named Tickets such Tickets will be verified upon entry to an Event to see if the data in it are in line with the data of the Ticket holder. For verification purposes the Ticket holder must produce an identity document. Subject to section 14 herein below, if it appears that data on the Ticket are different from the data of the Ticket holder, the Promoter may refuse such person any access to such Event.
14. If based on the Promoter's Regulations it is possible to provide, upon the purchase of Tickets sold as named tickets, only the data of the Tickets Purchasers, the Tickets Purchaser and the persons accompanying him upon entry in the number equal to the number of Tickets purchased, may attend the Event.
15. In the case of Tickets sold as EVENTIM.Pass, such Tickets will be verified upon entry to an Event in order to check if the data on EVENTIM.Pass are in line with the data of the Ticket holder. For verification purposes the Ticket holder must produce an identity document. If it appears that data on the Ticket are different from the data of the Ticket holder, the Promoter may refuse such person any access to such Event, with exclusion of cases from point 16.
16. If the Tickets Purchaser of EVENTIM.Pass purchase Tickets also for other persons, those persons may enter the Event only if accompanying the Tickets Purchaser upon entry to the Event.
17. If the User makes a payment for the Ticket as part of using the Eventim Voucher issued to him, the provisions of the Regulations for the use of Eventim Vouchers will apply, available at www.eventim.pl/campaign/en/voucherterms. Any use of the Promoter's Vouchers is subject to Regulations of the Promoter's Vouchers available at www.eventim.pl/campaign/en/orgvoucherterms.
18. The Promoter may display the Venue's map in order to provide the User with an easier choice of the Ticket. Eventim points to the fact that it is not possible to provide precise representation of the technical specification of the Venue using graphic. Therefore, the maps of the

Venue should be treated as a simplified, visual plan. If the Promoter implements further changes into the map of the Venue, including, in particular the change in the location of the sectors, Eventim will immediately inform the Tickets Purchasers concerned of the changes thereto provided to it by the Promoter.

19. Eventim, based on commission of the Promoter, shall also distribute, with the use of the Eventim System, free of charge Access Permits for indicated Events. Provisions of the Regulations for the Tickets' sale shall apply accordingly to any distribution of Access Permits. Detailed information shall be each time available on the Webpage of the given Event.

3. THE STAGES OF THE TICKET PURCHASING PROCESS AT WWW.EVENTIM.PL

1. The process of purchasing the Ticket using the Eventim System is composed of the following stages:
 - a. review of the Regulations;
 - b. selection of the Event;
 - c. review of the Promoter's Regulations, Terms and Conditions of Use of the Venue and Regulations of the Tickets Sale for the given Event (if applicable to a selected Event) and information placed on the Event Webpage;
 - d. selection of the Ticket type and category;
 - e. selection of the Ticket delivery option;
 - f. selection of a ticket gift case (if possible in case of the given order);
 - g. logging into the Eventim System / registration, if the User has not logged before;
 - h. providing / adjustment of the address data necessary for the fulfilment of the order, in particular delivery of the Ticket;
 - i. providing personal data the ticket is to bear, according to the provisions of the Promoter's regulations (only for named tickets);
 - j. selection of the method of payment for the Ticket;
 - k. reviewing the order, including the Amount due and acceptance of the terms and conditions of purchase of the Ticket, including regulations which are available;
 - l. order confirmation by the User with the obligation to pay;
 - m. confirmation of terms and conditions and order execution by Eventim by sending an email to an indicated email address.

2. Tickets for persons using wheelchairs can be purchased after contacting the Customer Service Department via helpline or e-mail address niepelnosprawni@eventim.pl.

4. ACCOUNT IN THE SYSTEM

1. In order to create an account in the Eventim System, the User is obliged to provide an e-mail address and create a password.
2. In order to place an order in the Eventim System it is expedient to provide necessary data required for the execution of the order, in particular the data of the Ticket Purchaser and the data necessary to deliver the order. Depending on the type of the Event, in accordance with the recommendations of the Event Promoter arising from the mandatory provisions of law, character of the Event or principles of care for safety of the participants, Eventim may request the User to provide also other personal data necessary for the purchase of the Ticket. Information regarding this will be each time provided on the Event Webpage. . For some Events, there may be specific restrictions on the format in which Tickets are available, with particular reference to EVENTIM.Pass.
3. The User having an account in the System can himself change the provided data using tab “My Eventim”, however the order will be fulfilled according to the data provided by the User when placing the order. In case an e-mail address is changed in the contact data it will also be changed for the purpose of logging into the System. If the User purchased a Ticket in the EVENTIM.Pass format and would like to change the telephone number specified during the purchase, such change must be made by contacting Customer Service. Eventim reserves the right to refuse to change the number in justified cases.
4. The User is liable for the appropriateness of data provided by the User. In case the User notices an error in the entered data after he confirmed the order, he should contact the Customer Service Department.
5. In case the User infringes the provisions of the Regulations, Eventim will block and consequently remove the User’s account in the System.

5. SELECTION OF THE TICKET

1. Subject to section 2 below, upon logging into the System, each User may purchase the Tickets for the Event selected, whereby each User is limited in terms of purchase up to eight (8) tickets for the Event, unless the system settings provide for the possibility to purchase a greater number of Tickets within one order.
2. In case of certain Events specific limitations may be implemented as regards to the number of Tickets purchased, resulting from the provisions of the Promoter’s Regulations. These limitations may concern, in particular, the purchase within the framework of the User’s account or within the given order, in line with the information available

to the User during the order placing process at www.eventim.pl or in the [Mobile App](#).

3. If the User orders a greater number of Tickets than the number allowed within one order, also within a few orders, Eventim will cancel the Tickets purchased beyond the limit. In case the User wishes to purchase a greater number of Tickets, he should contact b2b@eventim.pl.
4. If the Promoter's Regulations provide for the selection of specified category of Tickets, the User shall, when ordering the Ticket, select also the Ticket category.
5. Depending on the option available for the given Event at the moment the User purchases the Ticket, the User may select the Tickets as follows:
 - a. using an automatic selection of seats – in this case the System will assign free seats within the selected price category. In case the order is greater than one (1) Ticket an automatic selection of seats shall not guarantee the User the neighbouring seats;
 - b. using the plan of the facility – in this case the User himself indicates in an interactive plan of the facility a seat he wishes to purchase. In case of some Events this option may additionally include Panoramic View, providing the User with the view of the Venue from a specific seat. The view is only an example and may differ from the actual view depending on the settings of the Venue and the Event itself.
6. Having received the Ticket, the User is obliged to check the information in the Ticket against the information included in the order placed by the User. In case of discrepancies between these data, the User should make a complaint based on the rules set out in §10.
7. If an order for Tickets is placed in EVENTIM.Pass format, these Tickets may be generated (in the form of a QR code) and presented for scanning at the entrance to the Event only by means of the Mobile Application; however, depending on the Promoter's decision, the QR code may remain inactive until the day of the Event. Internet access is required to generate and activate the QR code. In addition, for some Events, in order to generate the QR code, it is necessary to verify the telephone number given when placing the order.
8. The possibility of placing an order for the Tickets concerns the Events active in the System.
9. The Ticket enables a one-off entry to attend the Event for the number of persons specified in the Ticket (provided that the Ticket is a bearer Ticket) or to the persons mentioned by name in the Ticket (in the case of a named Ticket) subject to point 15-16 §2 of the Regulations, depending on the provisions of the Promoter's Regulations. If there is no information in the Ticket as to the number of the persons allowed to enter on one occasion to attend the Event, one Ticket entitles one

person to enter to attend the Event. The Tickets may be scanned upon an entry to the Event only once, unless the information received from Eventim or depicted on the Ticket in question, provides otherwise.

10. The Ticket entitles the Ticket Purchaser to take a seat indicated on the Ticket, provided the information about the number of the seat is placed on the Ticket. Eventim and the Promoter reserve the right to change the seat indicated on the Ticket into another one, in the same price category or higher, both before and in the duration of the Event, if this is required for the sake of safety, public order or any other legitimate circumstances, of which the Ticket Purchaser will be informed.
11. The Ticket Purchaser may order also a ticket gift case, however it is impossible in case of electronic tickets. The price of the ticket gift case will be included in the Amount due and provided at the end of the order.
12. It is prohibited to use any bots or other ICT automated tools enabling the purchase of the Tickets without any involvement of the User. Tickets purchased with the use of prohibited tools will be cancelled.

6. SELECTION OF THE TICKET DELIVERY OPTION FOR THE TICKET ORDERED AT WWW.EVENTIM.PL

1. The Ticket, according to the Ticket Purchaser's selection can be delivered by:
 - a. post;
 - b. courier;subject to points 2-4 and 6 below.
2. In case of placing the order for the Ticketdirect or Mobile Ticket, the Ticket Purchaser will receive an e-mail sent to the address provided during the ordering, containing a link to generate the Ticketdirect in a PDF file and print the ticket or link to generate Mobile Ticket.
3. If an Order is placed for an EVENTIM.Pass format Ticket, such Ticket will only be available on the Mobile Application. The Ticket in EVENTIM.Pass format is generated by the Ticket Buyer in the Mobile Application in the form of a QR code (which QR code is scanned at the entrance to the Event), and the QR code may remain inactive until the day of the Event.
4. Eventim stipulates that certain forms of order delivery may be impossible in case of selected Events. Such limitation may result from the time left to the Event and/or decision of the Promoter. If a specific delivery option is unavailable for the given Event, a relevant information will be presented at www.eventim.pl within the order placing process.

5. Once the order is effectively placed and confirmed in line with §8 subparagraph 2 of the Regulations, a Ticket delivery option may not be changed by the User.
6. The Ticket will be delivered to the User by the entity selected by the User. The delivery time and costs of delivery of the Ticket depend on the Ticket delivery option selected by the User. Maximum time of the Tickets delivery is 14 business days from the date of receipt by Eventim of the funds according to §7 section 4 below, unless longer term is provided upon the submission of an order. Ticketdirect, Mobile Ticket and EVENTIM.Pass are delivered immediately upon Eventim's receipt of payment, unless a longer period is indicated when placing the order, subject to points 2 and 3 above and § 5.7 of the Regulations. In case of the User not receiving the Ticket in due time, the User should immediately contact the Customer Service Department.
7. If, for the given Event, the collection of the Ticket immediately prior to the Event or in the Own Point of Sale is possible, it will be each time displayed on the Event Webpage. In order to provide proper security for the Tickets Purchasers and reducing risk of Ticket being picked up by unauthorized persons, the Tickets will be issued upon providing the following data:
 - a. the order number;
 - b. name and surname of the Ticket Purchaser;The identity document should be additionally produced upon the collection of Tickets.
8. The User is obliged to protect the Account credentials and data of his/her order. The User should not share access to his/her account with any third party.
9. If the User authorises a third party to collect the Ticket, such third party must know: the number of the order, the name and surname provided in the order and/or the e-mail address for the purposes of logging in at www.eventim.pl and must be in possession of an authorisation in writing ([TEMPLATE](#)). Eventim is obliged to issue a Ticket to the person authorised and such issuance shall be deemed the delivery of the Ticket to the Ticket Purchaser.

7. SELECTION OF THE MODE OF PAYMENT FOR THE TICKET AT WWW.EVENTIM.PL

1. The User may pay for the Ticket by:
 - a. bank transfer;
 - b. via Dotpay (according to the Rules of [service](#));
 - c. using an Eventim Voucher;

- d. Visa, Diner, Discover or Euro/MasterCard credit card (according to the regulation of an external operator);
- e. Masterpass (according to the Rules of [service](#));
- f. Sofort (according to the Rules of [service](#));
- g. PayPal (according to the regulations of [service](#));
- h. Blik (according to the regulations of [service](#));
- i. PayPo (according to the regulations of [service](#)).

and upon the purchase of the Tickets for the given Event, selected modes of payment indicated in the process of submission of the order, are available. Any potential costs related to the payment for the Ticket in a manner set forth in this provision of the Regulations shall be borne by the User. These costs are provided upon the submission of the order.

2. For given Events instalment option may be available via Dotpay according to the regulations of [Dotpay](#). In such a case the appropriate information will be each time provided to the User with the given Event.
3. Eventim shall charge a Service for the use of the System by the User in the process of purchasing the Ticket. The amount of the service fee depends on the subject of the order.
4. The Amount due resulting from the order, increased by the insurance price (if applicable) should be paid in full immediately after placing the order, within the time set out at [www.eventim.pl](#) or in the [Mobile App](#), depending on the selected mode of payment. The payment having been made means the moment in time the funds are credited at the Eventim's account or the transaction is confirmed by the payment operator and in the event of payment by:
 - a. bank transfer, the payment must be made no later than 3 days after the date of placing the order;
 - b. credit card or by electronic transfer, the payment should be made within the time-limit specified during the order placement process;
 - c. Eventim Voucher – Voucher code should be entered upon placing an order.

Payment for a specific order (excluding the insurance) may be made in whole or in part by means of the Voucher. If only part of the order value is paid using Eventim Voucher, the rest should be paid for with the use of another chosen method, in accordance with the points a) or b) above.

5. The lack of cash inflow to the Eventim account or receipt of confirmation of the transaction by the payment operator in the above-mentioned (section 4) period results in the cancellation of the order, in

accordance with the provisions of §8 sections 3 and 4 of the Regulations.

6. When making a payment, the subject of the bank transfer should provide data which was presented at www.eventim.pl or in [Mobile App](#) when placing an order. The User may not pay for multiple orders with one transfer.

8. COMPLETION OF THE TICKET PURCHASE

1. After selecting the Event, type and number of the Tickets, method of payment and delivery option of the Tickets and also the Amount due the User is obliged to accept the terms and conditions of the Tickets purchase, check the data entered into the System by the User and confirm the will to complete the order by selecting "Order with the obligation to pay". After the Tickets purchase terms and conditions are approved, Eventim shall send a confirmation to the User that the order has been placed and the agreement has been concluded and this confirmation will be sent to the e-mail address specified by the User.
2. The agreement is deemed to be concluded after the order confirmation with obligation to pay by the User (Ticket purchase agreement).
3. Failure to pay for the order in time, in accordance with § 7 point 4, will be considered as a withdrawal from the contract and such order will be automatically canceled.
4. In case of order cancelation according to point 3 above, there is no option to restore the order and the User can only place another order. In such case Eventim is not able to guarantee that selected tickets will still be available. In case the money was received after the time defined in §7 point 4, the User will be entitled to a refund of the transferred amount.
5. When the option to receive an invoice has been selected within placing the order, the invoice will be delivered to the Customer in accordance with the rules and deadlines specified in The Goods and Services Tax Act. For this purpose, the ticket purchaser is obliged to provide all the data necessary to issue an invoice. If the User wants to obtain an invoice for the purchased Ticket issued to the company, he is obliged to provide the company's data along with the tax identification number at the time of placing the order. According to Art. 106b paragraph. 5 of the Act on tax on goods and services, it will not be possible to supplement these data later and receive a VAT invoice with the indicated NIP number of the purchaser.
6. Eventim is entitled to cancel the order/tickets in the situation where:
 - a. the User has made the payment using stolen credit cards;
 - b. the User has made the payment using Eventim Voucher/Promoter's Voucher acquired in the manner which has not been authorised (i.e. otherwise than by purchasing it via the System);

- c. the Ticket was issued for resale outside of the Eventim System (except for resale channels permitted by the Promoter);
- d. the Ticket was purchased via the service, store or commercial platform that has not been authorised by Eventim or Promoter;
- e. the Ticket has not been paid for within the time-limit laid down in §7 point 5;
- f. the User purchased the Tickets in the number exceeding the limit as applicable;
- g. the Tickets were acquired in breach with the Regulations or Promoter's Regulations;

and in any other situations specifically defined in the Regulations or Promoter's Regulations.

- 7. In the instances specified above in section 6 points a-d, Eventim shall be authorised to report the incident to the relevant law enforcement agencies.
- 8. In accordance with Article 38 (12) of the Law on protection of consumer rights (Journal of Laws No. 2014.827) the User is not entitled to withdraw from the Ticket purchase agreement.

9. CANCELLATION, CHANGE OF TIME AND VENUE OF THE EVENT, REFUND OF TICKET PRICE, RE-PERSONALIZATION

- 1. The Ticket purchased in the manner described in the Regulations does not entitle the User to a refund or exchange for a different Ticket, except in the case of cancellation of the Event, change of its date or venue and in other cases stipulated in the Promoter's Regulations. In case of Event cancellation, change of the date or change of the venue or in other situations stipulated in the Promoter's Regulations, the Ticket Purchaser will be allowed to change the Ticket for another one or to get a refund of the money according to the provisions of §9 of the Regulations. Eventim handles the process of return of the Tickets as authorised by the Promoter.
- 2. If the Event is cancelled or its time and/or venue is changed, Eventim will immediately inform the Tickets Purchasers thereof by placing an appropriate information at the www.eventim.pl or [Mobile App](#). Additionally, the Tickets Purchasers may be informed by e-mail.
- 3. In the event of a situation referred to in §9 section 1 above, in order to get a refund of the money for the order executed, the Ticket Purchaser is obliged to send to the address set out in point 5 below, a filled in return form ([RETURN FORM](#)) or a statement on return along with the following valid data:
 - a. first and second name of the Ticket Purchaser,

- b. e-mail address,
- c. telephone number,
- d. order number,
- e. name of the Event,
- f. number of tickets.

and the Proof of Purchase and the original Ticket (not applicable in the case of electronic Tickets) and the ticket gift case, provided it was purchased and the Purchaser wishes to return the same. In the event the Ticket Purchaser does not wish to return the ticket gift case, which he purchased, the amount to be returned will be decreased by the price of these elements. If the Proof of Purchase is lost, the Ticket Purchaser is obliged to fill in and send a statement to Eventim confirming the loss of the Proof of Purchase the template of which is available at www.eventim.pl.

4. Returns of the Tickets for a cancelled Event are accepted by Eventim within the term set out by Eventim, exclusively in the points of sale. For the needs of calculation of the period referred to in the preceding sentence, it will use the date of delivery of the Ticket by the Ticket Purchaser. In case of Ticket being sent back via post, the date of dispatch of the Ticket to the address specified in point 5 below will be used.
5. If the Ticket was purchased in a paper form at www.eventim.pl or in [Mobile App](#) it should be returned along with the filled in return form or information specified in section 3 above, to the following address: Eventim Sp. z o.o., Al. Jerozolimskie 25, 00-508 Warsaw. In the event of purchase of electronic Tickets, a filled in return form or information specified in section 3 above, should be sent by e-mail to: cc@eventim.pl.
6. The refund of the money for the purchase of the Ticket, shall be made accordingly to the mode of payment, immediately upon the receipt of funds from the Promoter. If the account/card with which the transaction was made is no longer valid, or in case the Ticket Purchaser wishes to receive the funds resulting from the return to another bank account, the Ticket Purchaser should send the details of the bank account to which the refund is to be made for the returned Tickets along with the return form or information referred to in section 3 above.
7. The Event Promoter may determine the rules and dates for returning Tickets (in case of cancellation or a change of the date or venue of the Event) other than those specified in this paragraph, with which the Ticket Purchaser will be able to familiarise himself through information published at www.eventim.pl. The information about a different procedure of the return of the Tickets procedure in case of the Event cancellation, the Ticket Purchaser will be informed while placing an order through the System.

8. In case of return of the Tickets, based on the principles specified in the Promoter's Regulations, other than those set out in section 1 herein above, the procedure set out in section 3 herein above shall apply, unless the Promoter's Regulations stipulate otherwise.
9. In case of return of the Tickets, referred to in section 8 above, Eventim is obliged to return exclusively the price of returned Tickets. If the Promoter's Regulations provide for the Ticket Purchaser's necessity to incur a fee relating to the return, he will be notified of the method to pay the fee in question.
10. In case of named Tickets, the Promoter's Regulations for the given Event shall specify the admissibility and principles of change of data in the Ticket. If the Promoter's Regulations provide for the Ticket Purchaser's necessity to incur a fee relating to the change of data, he will be notified of the method of payment of such fee.
11. Tickets cannot be resold unless permitted by the Promoter, in which case the Promoter will indicate the permitted authorized resale channels - only Tickets resold through authorized resale channels will be valid for entry to the Event. Depending on the resale channel, resale may incur a fee.

10. COMPLAINT PROCEDURE

1. All complaints should be reported by the User to the Customer Service Department in person (to an own Eventim Sales Point) or via e-mail to: info@eventim.pl or by registered letter sent to the registered office of the company: 00-508 Warsaw, Jerozolimskie 25. Complaints shall be considered within 14 days from the date of their receipt. Eventim handles complaints addressed in connection with the services provided by Eventim and complaints of Tickets Purchasers related to the holding of the Event and the course of it within the scope in which the Promoter of the given Event authorises Eventim to handle such complaints.
2. In order to simplify the complaint process, Eventim complaint form is used, its correct completion provides the data needed to resolve complaint in a fast way ([COMPLAINT FORM](#)).
3. Complaints can be reported in person in working hours of the Customer Service Department, i.e. during weekdays from 10:00 a.m. to 6:00 p.m.
4. If the Ticket is delivered illegible, damaged, defective or incompatible with the order, the Ticket Purchaser should immediately notify Eventim, in the manner provided for in point 1 above. Upon receiving such a complaint Eventim will every time contact the Ticket Purchaser in order to arrange the transfer of the Eventim Proof of Purchase and deliver a new Ticket to the Ticket Purchaser or its duplicate. The above is dependent on the type of Event and the time that remained to it.
5. In case the Ticket Purchaser receives a Ticket or a ticket gift case incompatible with the order, the Ticket Purchaser should send the

Ticket and/or the ticket gift case back to the following address:
Eventim, Al. Jerozolimskie 25, 00-508 Warsaw, together with the Proof
of Purchase in order to have it replaced.

6. In case the Ticket Purchaser damages the Ticket, the Ticket gets lost or stolen, the Ticket Purchaser can contact Eventim with a request for a duplicate of the Ticket. In this case, the original Ticket will be cancelled. In order to obtain a duplicate of the Ticket, the Ticket Purchaser should send the completed and signed form to Eventim e-mail: info@eventim.pl or to the address: Eventim Sp. z o.o. Al. Jerozolimskie 25, 00-508 Warsaw ([TEMPLATE FORM](#)). The Ticket Purchaser shall bear the cost of issuance of the duplicate in the amount of PLN 10 and the cost of delivery of the duplicate in the amount dependent on the form of delivery selected. The charges specified in the preceding sentence should be made to the bank account indicated by the Eventim employee. Request for a duplicate according to the procedure described above can be placed during hours of operation of the Customer Service Department, i.e. on a Business Day between the hours 10:00 a.m. and 6:00 p.m. In case less than 7 days remained until the date of the Event, the Ticket Purchaser should immediately contact the Eventim staff by phone.
7. In case of need to replace the Ticket, reprint, issue a duplicate or a new Ticket, the new Ticket/duplicate will be of the black-and-white print.
8. In case Eventim provides the services at the spot of the Event, the Ticket Purchaser may apply to Eventim to print the Ticketdirect on the date and place of the Event. The cost of print is PLN 10 gross and it is payable upon the collection of the print.

11. LIABILITY

1. The User should signal to Eventim any irregularities in the operation of the System by sending that information via e-mail to info@eventim.pl.
2. Eventim shall be responsible for the compliance of the performance with the contract, in accordance with applicable laws. Eventim shall be liable to the Purchaser of a Ticket for the delivery of a Ticket that conforms to the order placed and entitles the Purchaser to enter the Event in question, in accordance with the provisions of the Regulations and the Organizer's Regulations.
3. Event Organizers are responsible for the organization of the Event, its taking place and its conduct. Information about the entity that is the Organizer of an Event, along with the Organizer's Rules and Regulations and the Facility Use Rules (if applicable), can be found on the Event Page.
4. The holder of a Mobile Ticket and an EVENTIM.Pass ticket is responsible for the proper operation of the portable electronic devices they use that enable the Mobile Ticket or EVENTIM.Pass ticket to be properly generated and read.

5. You are responsible for the proper operation of the portable electronic devices you use to use the Mobile Application.
6. Up-to-date information on the technical requirements to use the Mobile App, Mobile Ticket and EVENTIM.Pass can be found [here](#) and [here](#).

12. PROTECTION OF PERSONAL DATA

1. Eventim Sp. z o.o. with its registered office at Al. Jerozolimskie 25, 00–508 Warsaw is the data controller. More detailed information about Eventim data policy you can find in [Privacy Policy](#).
2. Personal data provided upon setting up an account will be processed by Eventim in order to set up and maintain the account at www.eventim.pl or within the [Mobile App](#).
3. Personal data provided upon placing the order will be processed by Eventim for the purpose of conclusion and performance of the agreement, i.e. execution of the order placed at www.eventim.pl or within the [Mobile App](#).
4. In case of distribution of Tickets being named tickets, the Event Promoter shall be the controller of personal data in the Ticket i.e. data provided for the purpose of Ticket personalization. Specific information about data processing may be found on the Event webpage.

13. OTHER PROVISIONS

1. The provisions of Polish law, including the Civil Code and the Act of May 30, 2014 on Consumer Rights, will apply to matters not covered by these Regulations.
2. In order to cancel your account and de-register from the System, you should report it to iod@eventim.pl.
3. Any and all issues relating to the given order shall be subject to the Regulations, Tickets Sales Regulations for the given Event (if established and published) and the Promoter's Regulations valid on the day of an effective placing of the order. In case of discrepancies between the provisions of the Regulations and such Tickets Sales Regulations for the given Event the provisions of the Tickets Sales Regulations for the given Event shall prevail.
4. The Regulations may be amended for important reasons, such as:
 - a. changes in the System, including implementation of new functionalities or changes resulting from addition of new services, and changes of technical requirements;
 - b. changes in the [Mobile App](#);
 - c. changes of the Tickets distribution process;
 - d. addition or change of services provided by Eventim or goods in the offer;

- e. intention to improve the quality of services for the Users and facilitate the User the use of the System;
 - f. security of the System and available functionalities, in particular the Tickets purchase process and countering abuse and use of the System in the manner infringing the provisions of law;
 - g. need to change or adjust the Regulations to the provisions of law, and decisions, orders, rulings, interpretations or other resolutions of state authorities;
 - h. need to specify or clear the Regulations;
 - i. change of data or other information connected with Eventim.
5. The Users will be provided with any amendments to the Regulations and the term of their entry into force, at www.eventim.pl and in the [Mobile App](#), and orders for Tickets placed will be subject to the Regulations in the wording as accepted at the moment of placing the order.
 6. The User who does not accept the amendments to the Regulations may cancel the account and unsubscribe from the System. To do so the User should inform about it via e-mail at iod@eventim.pl.
 7. In case of any disputes with the User, the dispute is to be settled by a common court having jurisdiction in accordance with the legal regulations in effect.
 8. Eventim declares its will to settle the disputes out of court, including among others via the UOKIK platform: [Polubowne Rozwijywanie Sporów Konsumentkich](#). The User as the consumer may also use the EU platform: [Online Dispute Resolution](#).