

REGULATIONS OF TICKET DISTRIBUTION VIA THE SERVICE PLATFORM OF EVENTIM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ OF 25TH OCTOBER 2023

1. DEFINITIONS

The terms used in these Regulations shall have the meaning given below, unless the wording of the Regulations expressly provides for otherwise:

1. **Mobile Application** – application under the name of "EVENTIM PL" enabling the use of the System, available for downloading from App Store and Google Play digital distribution platforms to portable devices working under iOS and Android operating systems.
2. **Ticket** – confirmation of the right of an authorized Ticket holder to participate in a selected Event, available in the Eventim System, on the principles specified in the Organizer Regulations.
3. **Ticket for Wheelchair Users** – Ticket authorizing to enter a special designated zone, enabling a wheelchair user to enter the venue.
4. **Proof of Purchase** – Ticket, fiscal receipt, invoice or any other document confirming the purchase of a Ticket, e.g. printout from a credit card, e-mail confirmation.
5. **Customer Service** – division providing information to Users. It is possible to contact Customer Service by telephone or e-mail on Business Days from 10:00 until 18:00 hrs. Telephone: [+48 22 591 83 83](tel:+48225918383), email: info@eventim.pl.
6. **Business Day** – every day, except for Saturdays, Sundays and other days statutorily free from work.

7. **Eventim** – Eventim sp. z o.o. with its registered seat in Warsaw, Mokotowska 49, 00-542 Warsaw, entered in the business register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number of KRS 0000213454, Tax Identification Number NIP: 526-277-47-51, Statistical Number REGON: 015765917, distributing tickets to cultural and sports events by means of the System.

8. **EVENTIM.Pass** – Ticket in an electronic form (QR code) to receive, generate, process and store which it is necessary to have the Mobile Application in version 4.3 or newer, operating on an end-device (with the version of the operating system being at least Android 5.0 or iOS 12) and access to the Internet and a GSM network.

9. **FanTicket** – Ticket in paper form with a coloured print, accessible only for specified Events, when placing orders through the Eventim System.

10. **Event** – each cultural, sports or other event organized by the Organizer to which Tickets are available in the Eventim System.

11. **Amount Due** – the amount which the User should finally pay after effectively placing an order for a Ticket. The amount comprises the price of the Tickets selected by the User, the Service Fee, cost of a gift ticket envelope, cost of the insurance and the cost of delivery, depending on and according to the option selected by the User. The Amount Due includes due taxes. The User has the possibility to verify the final Amount Due before confirming the placement of and payment for the order.

12. **Ticket Purchaser** – User who purchased the Ticket using the Eventim System.

13. **Venue** – the place where a given Event will be held.

14. **Service Fee** – a fee due from the Ticket Purchaser for the handling of an order made by the User through the System on the website www.eventim.pl or in [the Mobile Application](#), specified in the basket.

15. **Organizer** – each natural or legal person or an organizational unit, being the organizer of an Event. Within Eventim communications, the

Organizer may also be referred to interchangeably by the phrase "Promoter".

16. **Ticket Holder** – person who presents a Ticket in an authorized manner, meeting the requirements of the Regulations and Organizer Regulations.

17. **Regulations** – these rules and regulations.

18. **Organizer Regulations** – regulations for a specific Event adopted by its Organizer, made available at the Website of a given Event.

19. **Regulations of Tickets Sales for a given Event** – regulations referring to the sale of Tickets for a given Event published at the website of such Event. Regulations of Ticket Sales for a given Event are applicable only when purchasing Tickets for such Events.

20. **Event Website/Website of a given Event** – a sub-website at www.eventim.pl or a tab in the [Mobile Application](#), dedicated to a given Event in order to provide Users with information about the Event organized by the Organizer.

21. **Eventim System/System** – electronic system provided by Eventim for purchasing Tickets to events organized by Organizers, enabling the servicing, among others, of the process of placing orders for selected Tickets, generating Tickets in electronic form, as well as returning Tickets. The Eventim System may be accessed through the website of www.eventim.pl and in the [Mobile Application](#). Minimum technical requirements necessary to use the Eventim System are: access to the Internet, a web browser (recommended browsers: Microsoft Edge, Internet Explorer, Mozilla Firefox, Google Chrome, Opera), application for Javascript and Cookies and a PDF-file reading program. In the case of using the [Mobile Application](#) it is necessary to have a mobile device with the Android or iOS system and to download the [Mobile Application](#).

22. **Ticketdirect** – Ticket in electronic form delivered to the User, after placing and paying for an order, in the form of a link serving the purpose of generating a Ticket in the form of a PDF file or recording it in the Google/Apple Wallet format.

23. **User** – each person using the Eventim System.

24. **Eventim Voucher** – coupon issued to bearer, having a unique code, authorizing the User to redeem it by means of the Eventim System.

25. **Entry Pass** – confirmation of the right of an authorized holder of a free Entry Pass to participate in a selected Event, available in the Eventim System, in accordance with the Organizer Regulations. Regulations regarding Tickets shall be applied accordingly to Entry Passes.

26. **Venue Rules** – document drawn up by the owner or manager of the Venue, specifying the principles binding on the persons participating in an Event which is to be held on the premises of a given Venue, accessible at the website of the Organizer or the Venue; that document may appear under a different name at the website of the Organizer or the Venue.

27. **Memory ticket** – a collectible product, which can be ordered only at certain selected events indicated on the website www.eventim.pl, and can only be delivered in connection with the purchase of a ticket, provided that the ticket purchaser indicates so in the submitted order.

2. GENERAL PRINCIPLES

1. These Regulations contain the provisions concerning: opening and maintaining an account in the Eventim System, purchasing Tickets through the Eventim System, procedures in the event of cancellation or change of venue or date of the Event, and the method of submitting and considering complaints.

2. Eventim makes available for sale Tickets to Events executed by the Organizer. Eventim is not an organizer of Events and is responsible only for the proper functioning of the Eventim System, delivery of a Ticket in accordance with the order and for ensuring that Tickets acquired with the use of the Eventim System will be recognized by the Organizer as authorizing one to enter a given Event in accordance with the Organizer Regulations.

3. Any User using the Eventim System accepts the terms and conditions of these Regulations. The User has no right to publish any content of unlawful nature, in particular such which may violate personal rights of other persons, including Eventim, as well as undertake activities which may cause disruption or damage in the Eventim System.

4. Depending on the decision of the Organizer of a given Event, Tickets are sold:

a) in paper form or in electronic form (in the formats of: Ticketdirect lub EVENTIM.Pass);

b) as personal or bearer Tickets.

The Organizer may also allow for the possibility to sell Tickets in the form of Carnets which authorize their holder to participate in a number of Events specified on the Carnet, in accordance with the Organizer Regulations, or may order that Eventim distribute Entry Passes. Detailed information in this respect can be found at the Website of a given Event.

5. Ticket in paper form are prepared – depending on an Event – on blank forms:

a) with a black-and-white print;

or

b) with a coloured print (FanTicket).

Ticket on Events are printed using one or both blank forms, as decided by the Organizer of a given Event, whereas a FanTicket may be available only with respect to orders placed through the Eventim System. The purchaser of a Ticket has no possibility to choose on which blank form they will receive the Ticket.

6. Tickets in paper form are made of thermal paper which may be subject to degradation when exposed to excessive temperatures or sunlight.

7. Before purchasing a Ticket through the Eventim System, the User is obliged to familiarize themselves with these Regulations, the Organizer Regulations, the Regulations of Ticket Sales for a given Event, as well as the Venue Rules and information published at the Website of an Event, which may contain extraordinary regulations for a specific Event. Ticket Purchasers are obliged to check the Website of the Event for which they purchased the Ticket, also directly before the date of the Event. In the case that Eventim receives information from the Organizer about a change in date of event or change of program of the Event or occurrence of circumstances which

require Participants to fulfill additional requirements, Eventim will provide the information obtained from the Organizer in this respect. In the case of purchasing Tickets for other persons, the Ticket Purchaser is obliged to notify them on all regulations concerning the Event.

8. Certain types of Events may be subject to additional regulations arising from the binding provisions of law, including the Act of 20 March 2009 on the safety and security of mass events and other legal acts regulating the issues of safety and security, as well as aimed at combating, counteracting and preventing contagious diseases. Such regulations refer to all participants of an Event. In the case of football matches there shall apply the provisions on special identification of persons participating in such events and the so-called stadium bans. An entry ticket to a football match or another document authorizing one to be present thereat is valid together with a document confirming identity.

9. In the case of Tickets sold as personal tickets, the Ticket Purchaser should provide personal data, in accordance with the requirements of the Event Organizer. Depending on the decision of the Organizer and the provisions of Organizer Regulations, it is necessary to provide data of all persons who will be Ticket Holders (participants of an Event) or only the Ticket Purchaser. Any possible admissibility of a later change of the data on a Ticket is set forth in the Organizer Regulations. Detailed information in this respect can be found at the Website of an Event.

10. As regards Tickets sold as personal tickets, such Tickets will be verified at the entrance to an Event in terms of compliance of data included on a Ticket with the data of the Ticket Holder. In order to verify their data, the Ticket Holder has an obligation to present an identity document. Should it occur that the data shown on the Ticket differ from the data of the Ticket Holder, the Organizer has the right to refuse to allow such person to enter the Event. These Regulations refer to all types of tickets, in particular tickets in the format of EVENTIM.Pass.

11. In the event when the User makes a payment for the Ticket within the framework of using an Eventim Voucher, there apply the provisions of the Regulations of using Eventim Vouchers, available at the website of www.eventim.pl/campaign/voucherterms. The use of the Vouchers of the

Organizer is regulated in the Organizer Voucher Regulations, available at the website: www.eventim.pl/campaign/orgvoucherterms.

12. The Organizer may make available a Venue map in order to facilitate the User their choice of a Ticket. Eventim makes a reservation that it is not possible to make a precise representation of the Venue structure using graphics, therefore the presentation of a map of the Venue shall be treated as a simplified plan for informative purposes. If the Organizer later introduces any changes in the Venue map, including but not limited to changes within the scope of modifying the location of sectors, Eventim shall immediately provide the Ticket Purchasers to whom such changes apply with the information given to Eventim by the Organizer in this respect. At the same time, Eventim is not responsible for any visibility limitations during the event, arising from the installation of stage elements or production equipment, which were not previously accounted for by the Organizer on the venue map.

13. Eventim, on commission of the Organizer, may distribute via the Eventim System also free Entry Passes for specified Events. The provisions of the Regulations on Ticket Sales shall apply accordingly to the distribution of Entry Passes. Detailed information can be found each time at the Website of a given Event.

14. In order to open an account in the Eventim System, the User is obliged to provide an e-mail address and create a password. For an order to be placed in the Eventim System it is necessary to have an account and provide details necessary to complete an order – including delivery.

15. The User having an account in the System has a possibility to individually change the details provided by them in the tab "My Eventim", whereas an order is completed in accordance with the details provided by the User at the stage of placing an order. In the case of changing the e-mail address in contact details, it will also be changed as the e-mail used as a login to the System.

16. The User is responsible for the correctness of details provided by them. If the User notices a mistake in the details which they provided after an order has been confirmed, they shall contact Customer Service.

17. In the event the User breaches any provisions of the Regulations, Eventim shall block and subsequently remove the User account from the System.

3. STAGES OF THE TICKET PURCHASE PROCESS AT THE WEBSITE OF WWW.EVENTIM.PL

1. The Ticket purchase process using the Eventim System is composed of the following stages:

- a) familiarizing oneself with the provisions of the Regulations;
- b) selection of an Event;
- c) familiarizing oneself with the Organizer Regulations, the Venue Rules and the Regulations of Ticket Sales for a given Event (as long as given regulations refer to a selected Event) and the information published at the Website of an Event;
- d) selection of the category and type of a Ticket;
- e) selection of the manner of Ticket delivery;
- f) selection of a gift ticket envelope and memory ticket (if available with a given order);
- g) logging in/registration to the Eventim System, if the User has not logged in earlier;
- h) providing/supplementing details necessary for completing the order, in particular delivery of the Ticket;
- i) providing personal data to be shown on a ticket, as provided for in the Organizer Regulations (applicable only to personal tickets);
- j) selection of the manner of payment for a Ticket;
- k) verification of an order, including the Amount Due and approval of the terms and conditions of Ticket purchase, including the regulations made available;

l) confirmation by the User of an order with payment obligation;
m) confirmation of the terms and conditions and the implementation of the order by Eventim by sending a message to the e-mail address provided.

2. Tickets for Wheelchair Users are available after contacting the Customer Service via hotline or e-mail: ozn@eventim.pl.

3. The User, in the course of purchasing Tickets for certain Events, has a possibility to conclude with an insurer an additional insurance contract, covering the occurrence of an event making it impossible to participate in the Event, on the principles specified by the insurer. Information on the insurer and terms of insurance can be found here: <https://www.eventim.pl/campaign/insurance/>

4. TICKET ORDER

1. Subject to item 2 below, having logged in to the System, each User may purchase Tickets to a selected Event, whereas each User is subject to a limit of purchasing a maximum of eight (8) tickets for an Event, except to the extent that system settings allow for a possibility to purchase a larger number of Tickets as part of one order.

2. In the case of certain Events there may occur special limitations concerning the quantity of purchased Tickets, arising from the provisions of the Organizer Regulations. The above limitations may refer in particular to a limit of purchase tickets as part of the User account or as part of a given order, in accordance with the information available to the User in the process of making an order in the Eventim System.

3. Should the User order a number of Tickets greater than the admissible quantity (both as part of one order and as part of several orders), Eventim shall cancel the Tickets purchased above the limit. If the User wishes to purchase a larger number of Tickets, they should contact b2b@eventim.pl.

4. Depending on which option is available at a given Event at the moment of purchasing a Ticket by the User, the User may select Tickets in the following manner:

a) using an automatic place selection – in this case the System allocates to the User freely available places within the price category designated by the User. In the case of ordering a number of Tickets greater than one (1), the automatic selection of a place does not give the User a guarantee that the places allocated by the System will be adjacent ones;

b) using the possibility of purchase with a choice of a place on the basis of a hall plan – in this case the User individually specifies on an interactive plan of the Venue the places which they would like to purchase. In the case of certain Events, this option may be extended to include a panorama view which presents to the User a view on the Venue from a specified place. That view is only exemplary and may vary from the actual one, depending on the Venue and the Event.

5. After receiving the Ticket, the User is obliged to check the details shown on the Ticket against the details provided in the order placed by the User. In the case of discrepancy between those details, the User should report a complaint on the principles specified in §9.

6. In the case of placing an order for a Ticket in the EVENTIM.Pass format, such 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, whereas, depending on the decision of the Organizer, the QR code may remain inactive until the date of the Event. In order to generate and activate the QR code, it is necessary to have access to the Internet. Additionally, in the case of certain Events, in order to generate a QR code, it is necessary to verify beforehand the telephone number provided when placing the order by sending a one-time SMS code.

7. The Ticket allows for a one-time entry to the Event for the number of persons designated on the Ticket (in the case of a bearer Ticket) or for the persons specified on the Ticket by their names (in the case of a personal Ticket). Tickets may be scanned at the entrance to the Event only once, unless the information obtained from the Organizer or shown on such Ticket expressly state otherwise.

8. The Ticket authorizes the Ticket Holder to take the place specified on the Ticket, if the information on the place number has been shown on the Ticket. The Organizer shall have the right to change the place specified on

the Ticket to a different one, in the same price category or higher, both before and in the course of duration of the Event, if security reasons, protection of the public order or other justified circumstances so require, of which the Ticket Holder shall be informed.

9. The purchaser of a Ticket in paper form has a possibility to also order a gift ticket envelope.

10. In connection with the purchase of a ticket for certain events, as indicated on the website www.eventim.pl, the ticket purchaser may additionally order a memory ticket along with the ticket. In the case of ordering a memory ticket, the ticket purchaser is obligated to bear the costs of shipping, packaging, and delivery of the memory ticket, in accordance with the pricing presented in the cart.

11. A memory ticket is not a ticket as defined by the Terms and Conditions and does not entitle the holder to enter and participate in the event.

12. It is prohibited to use bots or other automated ICT tools, enabling the purchase of Tickets without the User intervention. Tickets purchased with the use of illicit tools shall be cancelled.

5. SELECTION OF OPTION OF DELIVERY OF A TICKET ORDERED AT THE WEBSITE OF WWW.EVENTIM.PL

1. Tickets in paper form may be delivered by regular mail or courier – depending on the decision of the Ticket Purchaser – whereas certain forms of order delivery may be unavailable in the case of selected Events. That restriction may result from the time remaining until the Event and/or Organizer's decision. In the event that a given option is unavailable for a given Event, then the relevant information will be published at the website www.eventim.pl in the order placement process.

2. Tickets in electronic form are delivered: (i) in the case of TicketDirect – through a link sent in an e-mail; (ii) in the case of EVENTIM.Pass – through an individually generated Ticket in the Mobile Application.

3. After a placement of the order and its confirmation, in accordance with § 7 item 2 of the Regulations, the User has no possibility to change the selected option of Ticket delivery.

4. Tickets will be delivered to the User by means of the delivery method selected by the User. Time of delivery and the costs of delivery of the Ticket are conditioned on the form and option of Ticket delivery selected by the User. The maximum delivery time of Tickets amounts to 14 Business days from the date Eventim receiving the funds, in accordance with § 6 item 4 below, unless a longer timeline has been specified upon order placement. The maximum Ticket delivery time amounts to 14 Business days from the date Eventim receiving the funds, in accordance with § 6 item 4 below, unless a longer timeline has been specified at order placement. If the User does not receive the Ticket within the specified timeline, the User should immediately contact the Customer Service.

5. If there is a possibility to personally collect the Ticket for a given Event directly before such Event, such option will each time be specified at the Website of the Event along with the specification of the place of collection. In order to minimize the possibility to collect the Tickets by unauthorized persons, a condition for personal collection of the Ticket is providing the following data:

- a) order number;
- b) name and surname of the Ticket Purchaser;

Additionally, when collecting Tickets, it is necessary to show an identity document.

6. In the case when the User authorizes a third party to collect the Ticket they must know: the order number, name and surname of the Ticket Purchaser provided in the order and/or the e-mail address, which serves as a login to the Eventim System and they must hold a written authorization from the Ticket Purchaser and an identity document ([AUTHORIZATION FORM](#)). Eventim is obliged to hand over the Ticket to the person authorized and such handover shall be deemed as delivering the Ticket to the Ticket Purchaser.

7. The memory ticket will be delivered to the User via the delivery method chosen by the User. The delivery time and costs for delivering the memory ticket depend on the form and delivery option for the memory ticket chosen by the User.

6. SELECTION OF THE MANNER OF PAYMENT FOR THE TICKET AT THE WEBSITE OF WWW.EVENTIM.PL

1. The Eventim System enables making payments in the following ways:

- a) by bank transfer;
- b) via Przelewy24 payment service (in accordance with the regulations of that [service platform](#));
- c) by using an Eventim Voucher;
- d) by means of a Visa, Diners, Discover or Euro/Mastercard credit card (in accordance with the regulations of an external operator);
- e) Sofort (in accordance with the regulations of the [service platform](#));
- f) PayPal (in accordance with the regulations of the [service platform](#));
- g) Blik (in accordance with the regulations of the [service](#));
- h) PayPo (in accordance with the regulations of the [service](#));
- h) Apple and Google Pay,

whereas when purchasing Tickets for a given Event there may be available only selected methods of payment specified in the order placement process. The costs connected with the selected method of payment shall be borne by the User.

2. In connection with the servicing of the Ticket purchase order made by the User, Eventim collects a Service Fee. The amount of the service fee depends on the subject of the order and is specified each time in the ticket purchase process.

3. The Amount Due resulting from the order should be paid in its entirety immediately after placing an order, not later than:

a) in the case of payments by bank transfer – the payment must be made not later than within 3 days from the date of order placement;

b) in the case of payment by Eventim Voucher – the code from the Eventim Voucher should be provided when placing an order;

c) in the case of the remaining available methods of payment – the payment should be made within the timeline provided during order placement.

In the case of making payment by bank transfer, it is necessary to provide in the transfer title the order details given in the e-mail confirming ticket booking.

4. Payment for a specific order may be made in whole or in part by means of a Voucher. In the case when only a portion of the order is paid using the Eventim Voucher, the remaining portion should be paid by another selected method, as provided in item 3 letters a) or c) above.

5. Making a payment shall be understood as the moment when the funds are recorded to the Eventim account or when the transaction made is confirmed by a payment operator. No transfer of funds to the Eventim account or failure to receive confirmation of a transaction having been made from the payment operator within the timeline specified in item 3 above shall result in order cancellation.

6. In the event of order cancellation, in accordance with item 5 above, there is no possibility to reinstate it, and it is only possible to place a new order. In such case, Eventim may not guarantee that the selected Tickets will still be available. In the event when the money paid came after the timeline specified in item 3 above, the User shall have the right to only be returned the funds paid, including the Service Fee.

7. The User may not by means of one payment pay for more than one order.

7. END OF THE TICKET PURCHASE PROCESS

1. After choosing an Event, type and number of Tickets, payment method, and ticket delivery option, and after familiarizing oneself with the information about the Amount Due, the User is obliged to accept the terms and conditions of Ticket purchase (including, the Regulations and the Organizer Regulations), check the details introduced by the User to the System, and confirm their willingness to proceed with the order by pressing the button "Order with payment obligation". After the acceptance of the terms and conditions of Ticket purchase, Eventim sends to the User, to the e-mail address specified by them, a confirmation of placing an order and concluding an agreement.

2. The agreement is made after the User confirms the order with the obligation to pay the Amount Due (Ticket purchase agreement);

3. Failure to pay for the order within due timeline in accordance with § 6 item 4, shall be acknowledged as the User rescinding the agreement and such order shall be automatically cancelled.

4. After prior selection of the option to receive a VAT invoice as part of the order placement process, an invoice shall be delivered to the Customer/ Ticket Purchaser/User? on the principles and within the timelines arising from the Act on Goods and Services Tax (VAT). For this purpose, the Ticket Purchaser is obliged to provide all data necessary for the purpose of invoice issuance. When the User wishes to obtain an invoice for the purchased Ticket issued to a business entity, they are obliged to provide business details along with the tax identification number NIP upon placing an order. Taking into consideration Article 106b Section 5 of the Act on Goods and Services Tax any later supplementation of these details and shall receive a VAT invoice with the NIP number specified of the purchaser will not be possible.

5. Eventim is authorized to cancel an order/Ticket in a situation when:

- a) the User made the payments with a breach of law;
- b) The User made the payment using an Eventim Voucher/Organizer Voucher acquired in an unauthorized manner (other than through a purchase using the System);

c) The Ticket was placed for further sale outside of the Eventim System (except for authorized resale channels, in cases permitted by the Organizer);

d) The Ticket was purchased using a service platform, store or a commercial platform unauthorized by Eventim or Organizer;

e) The Ticket has not been paid within due timeline, in accordance with §6 item 3;

f) The User purchased Tickets in a number exceeding the valid limit;

g) The Ticket has been purchased in breach of the provisions of the Regulations or the Organizer Regulations;

and in other situations expressly set forth in the Regulations or the Organizer Regulations.

6. In the cases set forth in item 5 letters a-d, Eventim is authorized to report the incident to the competent law enforcement authorities.

7. Subject to the provision of point 3 above, pursuant to Article 38 item 12 of the Act of 30 May 2014 on consumer rights (Journal of Laws.2014.827), the User shall not have the right to rescind the Ticket purchase agreement.

8. CANCELLATION, CHANGE OF DATE AND PLACE OF THE EVENT, REIMBURSEMENT OF MONEY FOR TICKETS, CHANGE OF DETAILS AND CONSENT FOR RESALE OF TICKETS

1. Subject to the provisions of this §8 or to the extent other provisions of the Regulations or the Organizer Regulations expressly provide otherwise, the Ticket purchased through the Eventim System is not subject to return, and the Ticket Purchaser is not entitled to be reimbursed the funds paid as the Amount Due, subject to the provisions below.

2. In the case of cancellation of an Event, change of the date or place of the Event by the Organizer or in other situations set forth in the Organizer Regulations, the Ticket Purchaser shall have the possibility to return the

Ticket, as provided in this §8 of the Regulations. Eventim handles the process of returning Tickets on behalf of the Organizer.

3. In the case of cancellation, change of date or place of an Event by the Organizer, Eventim shall immediately after receiving information from the Organizer inform of that fact Ticket Purchasers by electronic means (e-mail or text message (SMS)) or by placing an appropriate information at the website of a given Event.

4. In the situation referred to in §8 item 3 above, in order to return the Ticket, the Ticket Purchaser should follow the procedure described at the website of: <https://www.eventim.pl/help/cancellation/>, unless the Organizer reached a decision on applying another return procedure. The User will each time be notified of such situation in the manner specified in item 3 above.

5. If the Organizer Regulations allow also for other situations than those specified in item 3 above (cancellation, change of date or place of an Event), in which it is possible to return a Ticket to an Event of the Organizer, there applies the procedure specified in item 4 above, except to the extent that the Organizer Regulations provide for otherwise.

In the case where Eventim handles the refund process on behalf of the Organizer, Eventim is obligated to refund only the price of the returned tickets.

6. Reimbursement of funds for purchasing a Ticket shall take place immediately after receiving funds from the Organizer.

7. Reimbursement of the insurance fee – if the Ticket Purchaser had bought it – is made in cases and on the principles specified in the insurance policy. In order to be reimbursed the insurance fee, the Ticket Purchaser should refer directly to the insurer.

8. As regards personal Tickets, the admissibility of and the principles of changing the data on a Ticket are set forth in the Organizer Regulations. If the Organizer Regulations provide for the necessity to pay an additional fee by the Ticket Purchaser in connection with the change of details being made, they shall be informed on the manner in which they may pay this fee.

9. Tickets may not be resold, except to the extent that it is permitted by the Organizer, whereas in such case the Organizer shall specify authorized resale channels. Only the Tickets resold via authorized resale channels will further authorize one to enter an Event. Depending on a resale channel, resale may require paying a fee.

9. COMPLAINT PROCEDURE

1. All or any complaints should be filed by the User to Customer Service by e-mail: info@eventim.pl or by registered letter sent to the company seat: 00-542 Warsaw, Mokotowska 49. Complaints are handled within a period of 14 days from the date of receiving a complaint. Eventim handles complaints directed in connection with services rendered by Eventim, as well as complaints of Ticket Purchasers connected with the Event having been held and the course of the Event, within the scope in which the Organizer of a given Event authorized Eventim to handle such a complaint.

2. In order to facilitate the complaint process, Eventim uses a complaint form which, when correctly filled out, ensures provision of data necessary for a fast complaint handling ([COMPLAINT FORM TEMPLATE](#)).

3. In the case of receiving a Ticket or a gift ticket envelope, in a manner inconsistent with the order, or receiving a Ticket damaged or illegible, the Ticket Purchaser, should immediately notify Eventim, in the course provided for in item 1 above. In the event that the Ticket Purchaser damages the Ticket, loses the Ticket or the Ticket is stolen from them, the Ticket Purchaser should immediately request Eventim to issue a duplicate Ticket. In such case, the original Ticket shall be cancelled. In order to receive a duplicate Ticket, the Ticket Purchaser should send a completed and signed form to Eventim to the e-mail address info@eventim.pl or to the address: Eventim Sp. z o.o. Mokotowska 49, 00-542 Warsaw ([FORM TEMPLATE](#)). The Ticket Purchaser shall bear the cost of duplicate delivery in the amount depending on the form of delivery which they select. A duplicate in paper form is issued in the version with a black-and-white print.

10. LIABILITY

1. The User shall notify Eventim of all or any irregularities in the functioning of the System by sending the relevant information to: info@eventim.pl.

2. Eventim is liable for the compliance of the performance with the agreement, in accordance with the binding provisions of law. Eventim is liable towards the Ticket Purchaser for delivery of the Ticket consistent with the order placed and authorizing one to enter a given Event, as provided in the Regulations and Organizer Regulations.

3. Event Organizers are liable for the organization of the Event, the Event taking place and the course of the Event. Information on the entity being the Organizer of a given Event, together with the Organizer Regulations and the Venue Rules (if such have been published), can be found at the website of the Event.

4. The Mobile Application User, as well as the Ticket Holder in the format of EVENTIM.Pass or Ticketdirect, shall bear liability for the possession and the proper working order of portable electronic devices which they use. The User is also obliged to ensure within their own capacity Internet access and GSM network, making it possible to correctly generate and read a mobile Ticket or a ticket in the format of EVENTIM.Pass.

5. Under no circumstances should the User make available access data to their account or order details to third parties. Eventim assumes no responsibility for the consequences of making such details available.

11. PERSONAL DATA PROTECTION

1. The personal data Controller is Eventim sp. z o.o., having its business seat at Mokotowska 49, 00-542 Warsaw. Detailed principles of personal data processing by Eventim can be found in the [Privacy Policy](#). The provisions of the Privacy Policy are an integral part of the Regulations.

2. Personal data provided when establishing an account will be processed by Eventim in order to establish and maintain the at www.eventim.pl or in the [Mobile Application](#).

3. Personal data provided when placing an order will be processed by Eventim in order to conclude and perform the agreement, i.e. complete the order placed at www.eventim.pl or in the [Mobile Application](#).

4. In the case of distribution of Tickets as personal tickets, the controller of the personal data placed on the Ticket, i.e. provided for the purposes of

Tickets personalization, is the Event Organizer. Detailed information on data processing can be found at the Website of the Event.

12. OTHER PROVISIONS

1. To the matters not regulated in these Regulations there shall apply the provisions of Polish law, including the Polish Civil Code and of the Act of 30 May 2014 on Consumer Rights.

2. In order to remove the account and deregister from the System it is necessary to report the willingness to do so to the address: iod@eventim.pl.

3. With respect to all and any issues connected with a given order there apply the Regulations, the Regulations on Ticket Sales to a given Event (if adopted and published) and the Organizer Regulations in the wording binding as of the date of an effective order placement. In the event of any discrepancies between the provisions of the Regulations and the Regulations of Tickets Sales for a given Event – the provisions of the Regulations of Ticket Sales for a given Event shall prevail.

4. The Regulations may be amended due to important reasons, such as:

a) changes in the System, including introducing new features or ones arising from adding new services, as well as changes of technical requirements;

b) changes in the [Mobile Application](#);

c) changes in the Ticket distribution process;

d) adding or changing services rendered by Eventim or goods offered;

e) willingness to improve the quality of service rendered to the Users and facilitating their use of the System;

f) security of the System and available features, in particular the Ticket purchasing process and counteracting abuse and using the System in a manner violating provisions of law;

g) necessity to change or adjust the Regulations to the provisions of law, as well as decisions, orders, rulings, interpretations or other resolutions of public authorities;

h) necessity to make more precise or clarify the provisions of the Regulations;

i) change of details or other information connected with Eventim.

5. Amendments to the Regulations along with specification of their entry into force shall be made available to the User in the Eventim System, whereas to placed orders for Tickets there apply the provisions of the Regulations in the wording approved upon order placement.

6. The User who does not accept the amendments to the Regulations has the right to remove the account and deregister from the System. For this purpose, it is necessary to make such request to the e-mail address: iod@eventim.pl. If the User does not request that their account be removed and deregistered from the System until the deadline specified as the date of entry of the amendments into force, it is deemed that the User accepted the new wording of the Regulations.

7. In the event of disputes with the User, the court proper to resolve them is the common court having jurisdiction on the basis of binding provisions.

8. Eventim declares the willingness to settle disputes with Users out of court, including, among others by means of the platform of the Office of Competition and Consumer Protection (UOKIK): [Amicable Consumer Disputes Resolution](#). The User as a consumer also has a possibility to use the EU platform: [Internet dispute resolution](#).