GENERAL TERMS AND CONDITIONS

of purchase of tickets and sharing materials through the Ekobilet system in effect since 10.07.2023

1. **DEFINITIONS**

- 1. "General Terms and Conditions" this document concerning the purchase of ticketsand sharing materials through the Ekobilet System with the use of the website http://ekobilet.pl.
- 2. "Ekobilet System" a website at the address of http://ekobilet.pl
 http://voucherro.com whose administrator is the Operator, and all websites that use Ekobilet IT system for selling tickets and maiking paid or free access to Materials.
- 3. "Operator" EKOBILET Spółka Akcyjna with its registered office in Kraków (30-015), ul. Świętokrzyska 12 lok 305-307, NIP (tax identification number) 677 24 47 224, REGON (state statisticpal number) 384546098, entered in the register of businesses conducted by the District Court for Kraków-Śródmieście in Kraków, 11 Commercial Division of the National Court Register, with KRS number 0000812066.
- 4. "Event organiser" a subject which makes Tickets or Vouchers available to be purchased through the Ekobilet System, or publishes Materials for sale in the Ekobilet System for their paid or free access
- 5. "Venue of the event" a place where events will happen.
- 6. "Ticket" a voucher entitling somebody to take part in a given event in a venue assigned to it, available to be purchased through the Ekobilet System. The Ticket has the form of a QR code and is sent to the User in the form of an email and/or a text message dependent on the User choise.
- 7. "Voucher" means the identification mark authorizing the purchase of a

Ticket on the conditions set out by Event orginiser, who made such mark available for sale. The Voucher has the form of a photocode, which is transmitted to the User on the form of an email and/or SMS

- 8. "Products of the Organizer"/"Organizer's Produckts" means additional goods and/or services offered by the Organizer of the event, available for purchase via the Ekobilet System only on the condition that the User purchases a Ticket, Voucher or obtains paid or free access to watching and listening to Materials published by the Organizer.
- 9. "Operator's Products" means additional goods and/or services offered by the Operator, available for purchase via the Ekobilet System only on the condition that the User purchases a Ticket, Voucher or obtains paid or free access to viewing and listening to Materials published by the Organiser.
- 10. "Streaming" service provided by the Operator via the Internet, allowing to receive real-time image and sound from the Organizer, and then share them in the Ekobilet System
- "Live transmission" (Live Streaming) broadcasting material by the Organizer in real time using Streaming, with simultaneous availability for viewing in the Ekobilet System
- 12. "Material" means a single photographic, audio or audiovisual material constituting a work within the meaning of the Copyright and Related Rights Act (ie Journal of Laws of 2006 No. 90, item 631, as amended) and protected in accordance with the provisions of the said Act, made available by the Operator during live transmission (Live Streaming) or on demand (Video on Demand) in the form of a digital file as part of the Ekobilet System
- 13. "User" a person using the Ekobilet System in order to purchase a Ticket, Products of the Organizar, Operator's Products or in order to obtain paid or free access to watch and listen to Materials published by the Organizer

14. "Payment Website" – external payment system imoje, operated by ING Bank Śląski S.A. based in Katowice or www.payu.pl website, administered by PayU S.A. with its registered office in Poznań (60-324), ul. Marcelińska 90, entered in the register of businesses conducted by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, with KRS number 0000274399, REGON (statistical number) 300523444, NIP (state statistical number) 7792308495] – or any other operator processing mobile or Internet payments in the process of purchasing Tickets or sharing Materials

2. GENERAL PROVISIONS

- 1. The User, in any form provided for in the General Terms and Conditions, agrees to the conditions of the transaction defined in the General Terms and Conditions and commits himself/herself to observing them.
- 2. The Operator is neither the Organizer of the event nor obliged to sell goods or provide services (except for the Operator's Products offered via the Ekobilet System), and only acts as an intermediary in the sale of Tickets, Vouchers and Organizer's Products, and in obtaining paid or free access to and listening to Materials published by the Organizer. The Operator ensures the sales and distribution of Tickets, Vouchers and Organizer's Products and paid or free sharing of Materials on the basis of a separate agreement concluded between the Operator and the event Organiser. In the view of the above the Operator is not accountable in particular for the organisation and the offer of events as well as for the compliance of promotional and informational content concerning the events with the real completion of services connected with the participation of the User in the event. The event Organiser is solely responsible for organizing the event. All complaints and proposals concerning the offer or the organisation of the event should be directed exclusively to the event Organiser. Complaints and proposals directed to the Operator and concerning the offer or organisation of the event shall be forwarded to the suitable event Organiser. The Operator is in no way responsible for organising the event, and shall not be accountable for the change of date, time, venue or cancellation of the event. Thus the Operator shall not be accountable for any damages suffered by the User in connection with the event for which he/she bought the Ticket, for any damage the User suffered in

connection with the acquisition of the Organizer's Products or in connection with the publication of Materials to which he has gained access, in particular shall not be accountable for the costs incurred by the User in connection with the event, its changes, cancellation or organisation. All claims should be submitted to the Organiser. The Operator is also not responsible for the quality of transmission and receipt of Materials published on the website, depending on the Internet bandwidth connecting the Operator with the User, the individual configuration of the User's computer and factors independent of the Operator. The Operator reserves the right to limit access to selected services offered through the Ekobilet System for specific groups of Users, in particular for persons under 18 years of age, on the basis of generally applicable law. The Operator reserves the right to temporarily disable the Ekobilet System in order to change it, add services or carry out maintenance.

- 3. These General Terms and Conditions define the conditions of purchasing Tickets,
 Vouchers, Organizer's Products or Operator's Products and obtaining access to
 Materials by Users through the Ekobilet System.
- 4. The User is obliged to get acquainted with the content of these General Terms and Conditions before buying a Ticket, a Voucher, Organizer's Products or Operator's Products and obtaining access to Materials through the Ekobilet system.
- 5. The User is obliged to use the Ekobilet System, purchase and redeem Tickets,
 Vouchers, Organizer's Products or Operator's Products and obtaining access to
 Materials in a way that is in accordance with the General Terms and Conditions
 and the binding provisions of law.
- 6. Technical requirements indispensable for the Ekobilet system to function properly:
- 6.1. a computer or other mobile device with a browser and Internet access,
- 6.2. the browser must have the JavaScript language service enabled,
- 6.3. a phone providing the service of text messages,
- 6.4. an email inbox,

6.5. a bank account with Internet access.

3. PLACING AN ORDER

- Purchasing the Ticket or Voucher or obtaining access to Materials consist in placing an order through the Ekobilet System and making the payment resulting from the order through the Payment Website (if the order is paid), as defined in the General Terms and Conditions.
- 2. By entering the data necessary to place an order, such as an email address and telephone number, the User agrees to set up a customer account in the Ekobilet System. The customer account is created automatically. The customer account remains active even if the User, after creating a customer account, does not place an order. The user can delete the customer account at any time by logging into the customer account or sending a request to delete the customer account to the address kontakt@ekobilet.pl. Deleting a customer account deletes all data and orders (including tickets) associated with the customer account
- 3. It is possible to place an order on a sub-page of the Ekobilet System or through a mobile application. Placing an order consist in performing the following actions on subsequent sub-pages of the Ekobilet System or in a mobile application:
- 2.1. choosing the number and kinds of Tickets or Vouchers/ choosing the Materials
- 2.2. selection of the quantity and type of Organizer's Products or Operator's Products (optional),
- 2.3 giving the User's data and/or delivery data
- 2.4. accepting the Terms and General Conditions available on the Ekobilet System website,
- 2.5. making an order by clicking the button "go to the payment".
- 3. The Operator and the Organiser have the right to freely decide about the moment when the sales of Tickets for an event or Vouchers start and finish, and this might differ from the period of ticket sales offered in other places and forms of purchase than through the Ekobilet System.

4. The User who made an order will receive a confirmation in the form of an email message, which will be sent to the address given while placing the order. The confirmation of the order will be sent within 5 minutes of the Operator receiving the order. In special cases related to a significant load on the Ekobilet System resulting from the large number of visitors to the Ekobilet System, the time of order confirmation may be extended. In this case, the order confirmation will be sent immediately after its processing by the Ekobilet System.

4. PAYMENTS

- 1. It is possible to pay for the Tickets or Vouchers as well as shared Materials ordered through the Ekobilet System only with the use of the Payment Website, to which the User will be directed immediately after making an order. The above also applies to the purchase of products of the organizer or operator products.
- 2. The User can pay for the ordered Tickets, , Vouchers, Organizer's Products or Operator's Products as well as shared Materials only using the payment forms made available on the Payment Website.
- 3. The payment resulting from one order should be made one-time, in total, and contain the price of all the ordered Tickets/Vouchers/Organizer's Products/ Operator's Products/Materials, and in case there is a transaction fee/service charge for a given order, it should also include the transaction fee/service charge.
- 4. The payment should be made and confirmed by Payment Website not earlier than at the moment of placing an order and not later than within 60 minutes from placing it. After the deadline for the payment passes and the confirmation by Payment Website and there is no payment, the User's order will be cancelled and the User will be informed about that fact in an email message sent to the email address given in the order. Lack of confirmation of receipt of the payment by the Payment Website within 15 minutes of placing the order is treated as a failure to make the payment by the User.
- 5. Prices shown on the websites of the Ekobilet System and on the

 Ticket/Voucher/Organizer's Products/ Operator's Products / Materials are gross

- amounts, including a value-added tax (VAT) calculated in accordance with the binding provisions of law.
- 6. The Operator has the right to charge the User with a transaction fee/service charge, its amount dependent on the type of the transaction made. The transaction fee/service charge serves to cover the costs of servicing the transaction and includes among others (but not exclusively):
- 6.1. costs of the after-sales service (notifications, changes to the terms of the transaction, preparation for the implementation of each Order and adjusting it to the User's needs),
- 6.2. costs of the transaction service for the transaction made
- 6.3. support while placing an order, in case of problems,
- 6.4.an also if needed mediation in contacts with the Organizer.
- 7. The information about the transaction fee/service charge (in case there is one), percentage and/or the amount, about the price of the Ticket/Voucher/Organizer's Products/ Operator's Products / Materials and the full value of the transaction can be seen all the time in the System in the process of purchasing the Ticket/Voucher/Organizer's Products/ Operator's Products / Materials before the final confirmation given by the User.
- 8. If the Ticket is retuned, the transaction fee/service charge is non-refundable, regardless of the reason for the return.
- 9. To receive an invoice for the transaction fee incurred, the buyer is obliged to direct his request to the email address: kontakt@ekobilet.pl while providing the buyer with the data necessary to issue the invoice, i.e. name or name, address and tax identification number if the buyer is a business entity. Invoices for business entities are issued in accordance with applicable regulations by the 15th day of the month following the month in which the transaction fee was incurred.

5. DELIVERY AND REDEMPTION OF THE TICKET

- 1. The User will receive the Ticket/Voucher
- 1.1.in case of purchasing the Ticket/Voucher by the Internet:
 - in the form of an email in about 5 minutes from the moment of receiving information by the Ekobilet System about the payment having been made, no longer than within 30 minutes, to the email address given by the User while placing the order, an email message will be sent containing the Ticket/Voucher in the form of a QR code saved in a file in a pfd format,

and/or depending on the choice made by the User

- in the form of a text message: about 5 minutes from the moment of receiving information by the Ekobilet System about the payment having been made, no later than within 30 minutes, to the phone number given by the User while placing the order. A text message will be sent to the User, containing a link (URL address), after whose activation the Ticket/Voucher in the form of a QR code will be downloaded to the phone of the User;
- 1.2. in case of purchasing the Ticket/Voucher with the use of a mobile application:
 - The Ticket/Voucher in the form of a link (URL address), after whose activation the Ticket/Voucher in the form of a QR code will be made available to the User in the mobile application which was used to buy it.
- 2. In order to receive the Ticket/Voucher in the form of a text message, it is necessary to choose a text message form and possess a mobile phone with active text messages.
- 3. The receipt of the Voucher by the User also in the form of an SMS (regardless of the receipt of the Voucher in the form of an email) is also dependent on the choice of this form of delivery and implementation of the Voucher by the Event Organizer based on a separate agreement with the Operator, for which the User has influence
- 4. The redemption of the Ticket happens by showing at the entrance of the event to the people designated by the Organiser a mobile phone with the text message received from the Operator or a black print on a white piece of paper, containing

- 5. The cost of network data transfer used in order to download the Ticket/Voucher in the form of a text message or an email is incurred by the User, in accordance with the rates of pay of their operator. The size of the Ticket/Voucher is up to 150 KB (in the form of an email) and up to 15 KB (in the form of a text).
- 6. The Ticket is valid from the moment of receiving it (after making the payment) until the moment the event or the part it concerns finishes.
- 7. The Ticket entitles its bearer to participate in the event and cannot be used by more than one person, unless it is clearly stated otherwise on the Ticket. Making the Ticket available by the User to a third person bears the risk of them using that Ticket. In such a case the event Organiser accepts the person who comes first.
 - 8. If the User leaves the event while it is still happening, they should show their Ticket again in the way described in paragraph 5 point 4, otherwise they might lose the right to return to the event and participate in the subsequent part of the event.
 - 9. Vouchers are made available for sale in the Ekobilet System by the Event Organizer. The terms of implementation, including the validity period of the Vouchers, are determined only by the Event Organizer. When making a purchase of a Voucher before making a payment, the User is obliged to familiarize himself with the terms of the Voucher, which are available in the description of each Voucher made available for sale.
 - 10. The User may redeem the Voucher by purchasing the Ticket or Tickets made available by the Event Organizer who made the Voucher available for sale. The event organizer may also indicate other organizers at which the User will be entitled to purchase the Ticket (s) using the Voucher. Vouchers subject to paragraph 13 below are not refundable.
 - 11. The User redeeming the Voucher may purchase the Ticket (s) on the terms of the implementation of the Vouchers set by the Event Organizer, the User may redeem the Voucher as a certain percentage (%) of the discount for purchased Tickets or as a specific amount of the discount for purchased Tickets. The terms of the Voucher can be checked by the User in their client panel in the Ekobilet

- System after logging in.
- 12. The Voucher is valid from the moment it is received after payment, until the expiry date of the Voucher, which is each time specified by the Event Organizer in the description of the Voucher. The expiry date of the Voucher also determines the period of provision of the Voucher implementation services by the Event Organizer for the User. After the expiration date of the Voucher that has not been realized, the refund of the Voucher price including the transaction fee (if any) is not refundable.
- 13. (12) The Event Organizer who made the Vouchers available for sale is solely responsible for making the Tickets available for purchase using the Vouchers. If the User is unable to redeem the Vouchers within their validity period, due to the Organizer's failure to make the Tickets available in the Ekobilet System, the User may request the Organizer to refund the voucher price. The User directs such a request directly to the Event Organizer, who made the Vouchers available for sale to the e-mail address provided in the e-mail message that the User will receive after purchasing the Voucher. The requests referred to in the previous sentence received by the Operator will be immediately forwarded to the relevant Event Organizer. The Operator is in no way responsible for the implementation of Vouchers by Event Organizers, but only provides the Ekobilet System for the distribution and sale of Tickets and Vouchers.

6. MATERIALS SHARING

- 1. The User will receive access to the selected Material after purchasing access to it via the Internet:
- in the form of an email message about 5 minutes from the moment the Ekobilet System receives information about the payment, but no later than within 30 minutes, an email containing the access code to the Material will be sent to the User's email address provided when placing the order.

and/or depending on the choice made by the User

• in the form of an SMS: about 5 minutes from the moment the Ekobilet System receives information about the payment, but not later than within 30 minutes,

to the mobile phone number provided by the User when placing the order. An SMS containing an access code to the Material will be sent to the User;

- A condition for obtaining access to the Material in the form of SMS is to to choose a text message form and have a mobile phone that supports SMS
- 3. Receiving access to the Material by the User also in the form of SMS (irrespective of receiving access to the Material in the form of e-mail) depends also on the choice of this form of making the Material available by the Event Organizer on the basis of a separate agreement with the Operator, for which the User does not have the impact of
- 4. The Materials are made available by the Organizer in the Ekobilet System. The conditions of implementation, including the expiry date of the Materials, are determined only by the Organizer. The User, when purchasing access to a given Material before making a payment, is obliged to familiarize himself with the terms of material implementation, which are available in the description of each Material provided to the Users
- 5. The Material is valid from the moment of receiving access to it after payment, until the expiry of the validity of access to the Material, which is each time specified by the Organizer in the description of the Material. The expiry date of access to the Material at the same time determines the period of provision of services providing access to the Material by the Organizer to the User
- 6. The Organizer, who publishes Materials for sharing in the Ekobilet System, is solely responsible for making Materials available. If the User cannot access the Materials within their validity period, due to the Organizer's failure to publish Materials in the Ekobilet System, the User may request the Organizer to refund the price of access to the Material. The User directs such a request directly to the Organizer, who made the Material available to the e-mail address indicated in the e-mail message that the User will receive after purchasing access to the Material. The requests referred to in the previous sentence received by the Operator will be immediately forwarded to the relevant Organizer. The Operator is

- not responsible in any way for the access to Materials by the Organizers, but only provides the Ekobilet System for the publication and sharing of Materials
- 7. The User acknowledges that it is forbidden to use access to the Materials beyond the permitted personal use, in particular the public or commercial sharing of Materials disseminated by the Organizer (or their elements) in any form. In the event of a breach of this prohibition, the Operator may, at its own option, deactivate access to Materials with immediate effect, or suspend the provision of access to Materials, in any case without compensation.

7. DELIVERY AND REALIZATION OF THE ORGANIZER'S PRODUCT/OPERATOR'S PRODUCT

- (1) The User, according to the selection made when placing the order, will receive the purchased Product of the Organizer / Product of the Operator:
- at the Venue of the Event; or
- by traditional mail to the delivery address indicated by the User when placing the order.
- (2) Only the Organizer of the event who made the Organizer's Products available for sale is responsible for making the Organizer's Products available for purchase, delivery and implementation. Any requests regarding the Organizer's Products received by the Operator will be immediately forwarded to the relevant Organizer of the event. The Operator is in no way responsible for the delivery and implementation of the Organizers' Products by the Event Organizers, and only provides the Ekoticket System for the purpose of distribution and sale of the Organizers' Products.

8. EVENT CANCELLATION. THE CHANGE OF VENUE OR TIME OF THE EVENT

 The event Organiser on its website or in the form of an email or text message, or the Operator on behalf of the event Organiser and on his request on their website or in the form of an email or text message, shall immediately inform the User about the cancellation, change of the time or venue of the event.

- 2. If the event is cancelled, the User can, at their own discretion, demand a refund or accept the amount paid as the Ticket for a different event available in the Ekobilet System.
- 3. If the time or venue of the event is changed, the User can, at their own discretion, demand a refund, or accept the change. He/She has the right to do that within the term defined by the Operator or event Organiser.
- 4. A refund shall be made in a ticket office or sent to the bank account indicated by the User.
- 5. The method of the refund is determined each time by the event Organiser.

9. PERSONAL DATA

- The administrator of personal data of Users of the Ekobilet System is the Operator. The Operator takes appropriate (technical and organizational) measures to protect the Ekobilet System and the set of data resulting from the registration of Ekobilet System Users, protecting them against burglary, theft, destruction or other unauthorized use by third parties.
- 2. The data of Users of the Ekobilet System will be processed by the Operator in accordance with the provisions in force in the field of personal data protection, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and in the free flow of such data and repealing Directive 95/46 / EC (hereinafter: GDPR). The Operator undertakes to keep confidential the data of Users of the Ekobilet System.
- 3. The Operator as the administrator of personal data can be contacted by email at the email address: kontakt@ekobilet.pl
- 4. The Operator processes Users' personal data obtained in connection with the use of the Ekobilet System, creating and maintaining an account in the Ekobilet System and the sale of Tickets / Vouchers for events, sharing Materials, for the following purposes: account service in the Ekobilet System, handling sales of Tickets / Vouchers for events, providing access

- to Materials, to the extent necessary to conclude and perform a contract with the User pursuant to art. 6 clause 1 lit. b GDPR
- 5. The Operator may also process Users 'personal data in order to determine, defend or assert any claims, conduct marketing activities, conduct analyzes and statistics, answer Users' letters and applications and provide answers in pending complaint proceedings, conduct activities related to ensuring security, which constitutes the legitimate interests of the Operator as a personal data administrator within the meaning of art. 6 clause 1 lit. f GDPR
- 6. The Operator may process Users' personal data also to the extent necessary to perform the legal obligations incumbent on the Operator in accordance with art. 6 clause 1 lit. c GDPR e.g. in the field of accounting and taxes
- 7. If the Users of the Ekobilet System express marketing consents, the Operator processes the User's personal data for the purposes specified in such consent in accordance with art. 6 clause 1 lit. a and art. 7 GDPR. Account users have the right to withdraw their consent at any time. Withdrawal of consent does not affect the lawfulness of data processing that was carried out on the basis of consent given before its withdrawal
- 8. The Operator may disclose the personal data of Users of the Ekobilet System to entities providing legal, IT, maintenance, courier, postal, marketing and promotional services to the Operator, entities authorized under the law, control and supervisory entities, enforcement bodies, as well as Event Organizers when it is necessary to participate in the event (e.g. name tickets, badges, personal certificates of participation).
- 9. The Operator stores the personal data of Users of the Ekobilet System as long as it is necessary to achieve the purpose for which they are processed based on the following criteria: in the case of performance of a contract concluded with Users of the Ekobilet System, as long as the contract is valid and after its termination by period resulting from the provisions of the law obliging the Operator to process personal data of Users of the Ekobilet System for the period indicated therein (e.g. data on invoices for 5 years from the end of the last billing year). In the event of processing personal data of Users of the Ekobilet System in order to implement the Operator's legitimate interest or based on the User's consent, the Operator will store the personal data of Users of the

- Ekobilet System for the duration of the purposes or the period for which consent has been granted, or until the objection to the processing of personal data has been duly recognized User of the Ekobilet System or withdrawal of consent for further processing of personal data by the User of the Ekobilet System.
- 10. Users of the Ekobilet System have the right to request access to their personal data, rectify them, request supplementing incomplete personal data, including by submitting an additional statement, deleting their data or limiting their processing, as well as transferring their personal data. In the case of personal data processing in order to implement the Operator's legitimate interest, Users of the Ekobilet System may object to the further processing of their personal data
- 11. Users of the Ekobilet System may submit a complaint to the supervisory body, which in Poland is the President of the Office for Personal Data Protection (formerly GIODO), if it is considered that the Operator is processing their personal data contrary to the GDPR
- 12. The operator uses systems for automated decision making through profiling based on its data, in particular: data on services rendered, transmission data, location data, information obtained using so-called cookies. On the basis of this information, the Operator may present to Users of the Ekobilet System offers tailored to their preferences, location, interests, previous events for which they purchased Tickets / Vouchers or gained access to Materials. Users of the Ekobilet System may withdraw their consent to the use of their personal data for the purpose referred to in this paragraph at any time by appropriately changing the settings of the web browser they use.

10. COMPLAINTS PROCEDURE

- All questions, comments and complaints concerning the purchase and redemption of the Tickets/Vouchers/Materials should be sent to kontakt@ekobilet.pl or in writing to the Operator's address indicated in point 1.3.
- 2. All applications, complaints, questions and comments regarding the delivery of the Organizer's products should be sent by e -mail to the Organizer's

address provided in the email confirming the execution of the order. Only on the organizer, as a seller, there is all obligations related to the warranty, warranty for the defects and the quality of the organizer's products. The operator's liability in the organizer's products is limited only to the process of purchasing and transferring data to the organizer about the Organizer's products purchased by the User. The organizer is responsible for the organizer's return policy and all logistics activities related to it.

- 3. The complaint should include the name, surname, address of the User, their telephone number, email address (given by the User in the order), a 9-digit ticket code/Materials access code, the reason for the complaint and the demand.
- 4. Complaints can be sent no later than one month from the date the User received the information about the situation or the event that was the reason for the complaint.
- 5. The Operator shall reply to the User's complaint within 14 days of its submission.
- 6. Provisions of §9 sections 1, 2, 3 and 4 above also apply to the User who is an entrepreneur privileged, i.e. a natural person running a sole proprietorship, registered in the Central Register and Information on Economic Activity (CEIDG), containing an agreement directly related to the conducted economic activity, when the content of this agreement shows that it does not have a professional nature for it, resulting in particular from the subject of the economic activity performed by it

11. WITHDRAWAL FROM A CONTRACT CONCLUDED AT DISTANCE

 The User who is a consumer within the meaning of the Civil Code has the right to withdraw from the contract for the provision of services in the field of access to Materials, without giving reasons, within 14 days from the date of its conclusion, unless the Organizer and the Operator have begun to provide the service delivering digital content that is not saved

- on a tangible medium with the express consent of the consumer and after being informed by the Operator about the loss of the right to withdraw from the contract, in particular if the User has activated the material access code
- 2. The User may withdraw from the contract by submitting a relevant statement in electronic form - by e-mail sent to the Organiser's e-mail address or in writing to the address of the Organizer's headquarters, provided to the User by the Operator in the e-mail with the Ticket / Voucher sent / access to Materials
- 3. In the event of successful withdrawal from the contract, the Organizer will refund the fee received from the User within 14 days from the date of receipt of the statement of withdrawal from the contract for the provision of services in the field of access to Materials.
- 4. Provisions of §10 sections 1, 2 and 3above also apply to the User who is an entrepreneur privileged, i.e. a natural person running a sole proprietorship, registered in the Central Register and Information on Economic Activity (CEIDG), containing an agreement directly related to the conducted economic activity, when the content of this agreement shows that it does not have a professional nature for it, resulting in particular from the subject of the economic activity performed by it
- 5. The provisions of § 11 section 1, 2, 3 and 4 above apply to an adequate extent also to agreements concluded by the User with the Operator for the purchase of the Operator's Products.
- 6. Pursuant to the Act on Consumer Rights of May 30, 2014, art. 38 section 12, the provisions of this paragraph do not apply to Tickets. The procedure for returning Tickets has been regulated in paragraph 8 of the Regulations. Each Organizer, as a ticket seller, may run its own return policy, regardless of the provisions of the Regulations. In order to obtain information from the Organizer regarding the return policy, the User should each time contact the Organizer at the e-mail address provided in the e-mail that the User received from the Operator confirming the purchase of the Ticket

12. FINAL PROVISIONS

- These General Terms and Conditions are available at tphe registered office of the Operator and on the website of the Ekobilet System.
- The conditions of Civil Code and the Act of 23 April 1964 shall be applicable in all cases not regulated by the General Terms and Conditions and the Act of 30 May 2014 on consumer rights.
- In case of any disputes resulting from purchasing the
 Tickets/Vouchers/Organizer's Products/Operator's Products/Materials,
 they will be settled by the court having jurisdiction as stipulated by Civil
 Code.