

**TERMS AND CONDITIONS OF CONCERT AND EVENT TICKET SALES  
IN THE "WIELICZKA" SALT MINE E-SHOP**

These Terms and Conditions define the rules of concluding ticket sales agreements via the Internet shop and define the rules of carrying out these agreements, rights and obligations of the "Wieliczka" Salt Mine shop as a seller of tickets for participation in entertainment, sports or cultural events (e.g. shows, concerts, parties, etc.) and the Customer.

These Terms and Conditions shall apply to the sale of tickets for participation in entertainment, sports or cultural events organised by the Wieliczka Salt Mine and organised by other entities, if they sell tickets for such events through the Wieliczka Salt Mine e-shop, unless the regulations of the organisers of individual events provide otherwise. Placing an order by the Customer is tantamount to a declaration that they have read and accept these Terms and Conditions.

**§1**

**General conditions**

1. The "Wieliczka" Salt Mine online shop is operated at [www.kopalnia.pl](http://www.kopalnia.pl) by Kopalnia Soli "Wieliczka" Turystyka Sp. z o.o. with its registered office in Wieliczka, Park Kingi 10, registered in the National Court Register kept by the District Court for Kraków – Śródmieście, 12th Commercial Division under KRS number 0000030908, share capital PLN 810,000 fully covered, NIP 683-14-80-313, REGON: 351197769, hereinafter referred to in the Terms and Conditions as "Mine" or "Shop".
2. The Customer may obtain information regarding a placed during the Shop's working hours (Monday to Friday, 6.00 a.m. to 2.00 p.m., except for public holidays), at the following numbers:
  - a) telephone numbers (Sales Department): +48(12) 278 73 30
  - b) fax: +48(12) 278 73 30
  - c) email for sales correspondence: [sklep@kopalnia.pl](mailto:sklep@kopalnia.pl)
  - d) the Shop's website: [www.kopalnia.pl](http://www.kopalnia.pl)
  - e) email address for lodging claims and complaints: [sklep@kopalnia.pl](mailto:sklep@kopalnia.pl)
3. The Mine's online shop sells tickets via the Internet.
4. Orders are accepted by [www.kopalnia.pl](http://www.kopalnia.pl) using the appropriate order form.
5. At the latest on the date of delivery of goods or commencement of service, the Shop shall confirm the conclusion of a remote agreement on a durable medium (the basic durable medium shall be considered to be an email or paper document). The confirmation will additionally contain important information contained in the Terms and Conditions of the Shop and information about the Customer's consent to receive digital content.

6. The standard order processing time is 48 hours (not counting Saturdays and Sundays), but in special cases, it may be extended. This is an approximate time counted from the moment of receiving the payment confirmation to the moment of shipping package with the ticket.
7. Your order will be processed subject to availability of tickets. In case the order cannot be fulfilled in full or in part, the Customer is informed about the status of the order and decides on the manner of its realisation (partial shipping, extension of waiting time, cancellation of the entire order).
8. A limited number of tickets is allocated for sale and orders are processed according to the order of receipt of confirmed orders for these tickets, until they are all sold.
9. The Customer pays for the ordered tickets by bank transfer to the Shop's account.
10. A VAT invoice is issued for each order. A VAT invoice is issued when all the goods tickets by the Customer are assembled and ready for shipping. The Customer receives an original invoice signed by the Shop. Please note that if a Customer who is a natural person places an order or makes a purchase using data (e.g. name/company) relating to the business activities of that buyer, it will be presumed that the purchase is made in connection with such activities and that the invoice will be issued to that buyer as a business owner.
11. The Customer may make changes to the order until the receipt of confirmation of the conclusion of the agreement from the Shop. The customer can cancel a placed order by sending an email to: [sklep@kopalnia.pl](mailto:sklep@kopalnia.pl). The Customer may not withdraw from the agreement from the moment of receiving confirmation of the conclusion of the agreement from the Shop.
12. All prices are in Polish złoty (PLN) and include VAT. The given ticket price is binding at the moment the Customer places the order. The Shop reserves the right to change the prices of tickets offered, to conduct and cancel promotional campaigns on the Shop's websites or to introduce changes to them.
13. The procedure of sending transaction receivables and verifying the Shop is carried out by [www.payu.pl](http://www.payu.pl)
14. Delivery of the tickets shall take place in the manner specified in the order.
15. Exact costs of the ordered tickets and the processed shipment are provided to the Customer in a clear and visible way on the order form, immediately before the Customer places the order.
16. The Customer is obliged to confirm before the order is confirmed on the website that the purchase is subject to the obligation to pay the costs of the confirmed order. This confirmation is made by the Customer selecting the button "ORDER WITH OBLIGATION TO PAY."
17. The ticket is valid for the bearer (the Customer presents the ticket directly to the attendant before entering the event) and is verified on the basis of a unique ticket code. The ticket can be used only once, and any copying of it excludes admission to the event area. Information on the distribution of tickets for each event is published in detail for each event.

18. An illegible, destroyed or damaged ticket may be considered invalid. The Mine does not issue duplicate tickets under any circumstances.
19. The Mine reserves the right to terminate the sale of tickets at any time without giving reasons.

## **§ 2**

### **Ticket shipping conditions**

1. The total cost of the order includes the value of the ordered tickets and the fee for the delivery of the ordered tickets to the Customer. The cost of the order shall be borne by the Customer. Information on the total costs of the order and the deadline for payment is provided to the Customer before the order is placed.
2. All payments in the "Wieliczka" Salt Mine online shop are supported by [www.payu.pl](http://www.payu.pl).
3. Tickets purchased by the Customer shall be delivered by courier company UPS Polska sp. z o.o. with its registered office in Warsaw, phone: +48 22 534 00 00, fax: +48 22 534 08 01 or Inpost with its registered office in Krakow, phone: +48 722444000 (service available only in Poland) to the address indicated by the Customer. Information on the distribution of tickets for each event is published in detail for each event.
4. Customers can track their orders on the courier's website.
5. The shop reserves the right to suspend the processing of the order and its verification in case of justified doubts as to the reliability of the completed order form or placed order.

## **§ 3**

### **Agreement conclusion, payment, ticket return and right of withdrawal from the agreement**

1. If the Mine is not the organiser of a given event, it shall each time provide on the website, in the details of a given event, precise information concerning the data of the entity being the organiser of a given event, and shall publish its Terms and Conditions for ticket sales.
2. The distance sales agreement between the Shop and the Customer is concluded when the Shop receives an order placed by the Customer. The subject of the agreement is the sale of ticket listed in the order.
3. The customer is obliged to make payment within 2 working days from the date of conclusion of the sales agreement in accordance with item 2 of this paragraph, but not later than five working days prior to the event. After this period, the order will be cancelled by the Shop and the tickets will be returned to the sales pool.
4. In the event of cancellation of the event, change of date and venue, the Customer is entitled to a refund of the amount of the purchased ticket for the event, including the amount of shipping the ticket to the Customer.
5. If the date of the event is changed, tickets will be valid for the new date.

6. Please be informed that pursuant to Article 38.12 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws [Dz.U.] of 24 June 2014, item 827), the Customer is not entitled to withdraw from the agreement. In the event of cancellation of the event, claims for reimbursement of tickets should be sent to the Organiser of the event, unless otherwise regulated by a separate agreement. All complaints and motions concerning the cancelled event, as well as its course and implementation should be directed exclusively to the organiser of the event.

#### **§ 4**

##### **Provisions concerning the Mine as the organiser of the event**

1. In case of cancellation of the event, change of date and venue by the Mine as the Organiser of an entertainment, sports or cultural event, returns of tickets shall be accepted within 21 days from the date of announcement of cancellation of the event, only with proof of purchase (invoice). Tickets together with proof of purchase should be sent back to the address of the Mine indicated in § 1.1 of the Terms and Conditions with the annotation "e-Shop". The Client is obliged to provide the account number to which the money is to be refunded and the data necessary to make the transfer. Please be informed that in cases justifying a refund of ticket purchase costs, the price shown on the ticket will be refunded together with the amount of the ticket sent to the customer. The refund of the ticket purchase price will be made by bank transfer within 14 working days from the date of receipt of all data referred to in this item.
2. Any complaints concerning the purchased tickets, in particular inconsistencies between the places indicated on the ticket, shall be considered within 14 days from the date of the event, but after prior notification to the Mine or audience/event service during the event and written confirmation by the Mine of the legitimacy of the complaint in the form of an appropriate note on the ticket.

#### **§ 5**

##### **Final Provisions**

1. Personal data of customers will be processed in accordance with the requirements of the applicable law, in particular the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR"). Detailed information on the processing of personal data is contained in the Information Clause below the Terms and Conditions. The registration form contains data enabling the identification of the user, i.e. personal data and contact details. However, it is obligatory to fill in only some parts of it, containing data required for the conclusion of transactions under civil law and concerning the sale agreement. Every Consumer who has filled in the registration form has the permanent ability to access the data in order to verify, modify or delete it. The shop does not transfer, resell or share the collected personal data of its customers to other persons or institutions.

2. The rights and obligations of the parties resulting from the concluded agreement are regulated in the Act of 30 May 2014 on Customer Rights (Journal of Laws [Dz.U.] of 24 June 2014, item 827) and the Act of 23 April 1964 Civil Code (Journal of Laws [Dz.U.] 2014.121 as amended).
3. The agreement of sale of tickets is concluded in accordance with the Polish law and in the Polish language.
4. All disputes arising from the sales agreement shall be considered by the competent court in the place of jurisdiction according to the general jurisdiction.
5. In the event of any errors or mistakes in the information published by the Shop, please send the information about the detected irregularities to the e-mail address: [sklep@kopalnia.pl](mailto:sklep@kopalnia.pl)
6. The Terms and Conditions enter into force on 05.06.2022.

#### Information clause

1. Kopalnia Soli "Wieliczka" Turystyka Sp. z o.o., Park Kingi 10, 32-020 Wieliczka is the controller of your personal data (hereinafter "the Controller").
2. Compliance with data protection rules is supervised by a Data Protection Officer appointed by the Controller, who may be contacted by e-mail: [iod@kopalnia.pl](mailto:iod@kopalnia.pl).
3. Personal data will be processed for the following purposes and on the basis of the following legal grounds:

Purpose of data processing	Legal basis for data processing
Acceptance and processing of orders in the online shop	article 6(1)(b) GDPR (performance of an agreement to which the data subject is party or in order to take steps at the request of the data subject prior to entering into an agreement),
Handling of the complaint process	article 6(1)(b) GDPR (performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract),
Compliance with the obligations arising from the law concerning the issue and retention of accounting documents (invoices, receipts)	article 6(1)(c) GDPR (legal obligation) - the Accounting Act and tax law regulations
Entering in the newsletter database and sending promotional and advertising materials, as well as conducting analyses and statistics of marketing activities.	article 6(1)(f) GDPR (legitimate interest - direct marketing of products and services).
Monitoring and analysis of shopping activity in the <a href="#">online shop</a> , including providing information	

about unfinished transactions (only for customers subscribed to the newsletter)	article 6(1)(f) GDPR (legitimate interest – profiling by monitoring and analysis of online shop customer activity)
Establishing and pursuing claims, as well as undertaking debt related to the debt collection process, defence against claims.	article 6(1)(f) GDPR (legitimate interest – establishing and pursuing possible claims, defence against claims)

4. The recipients of your personal data will be entities providing services to the Controller, in particular the IT support for the <https://www.kopalnia.pl> website Kopalnia Soli “Wieliczka” S.A., courier companies (as concerns delivery of purchased goods), as well as entities authorised to receive data under the law.
5. Your personal data will be stored:
  - a) for the duration of the agreement concluded with you,
  - b) until you have objected to the processing of your data – in the case when the processing of personal data is based on a so-called legitimate interest (such cases are described in point 3 above).

After the period indicated above, your personal data will be archived for as long as the relevant legal regulations require data to be stored or for as long as any claims are time-barred.

6. In connection with the processing of personal data, you have the following rights:
  - a) the right of access to data content, the right of rectification, the right to erasure, the right to limit data processing, the right to data portability,
  - b) the right to object to the processing of your personal data – if the processing of your personal data is based on the so-called legitimate interest and under the conditions specified in the provisions of the General Data Protection Regulation,
  - c) the right to lodge a complaint to the supervisory authority (President of the Office for the Protection of Personal Data) if it is considered that the processing of personal data violates the provisions of the General Data Protection Regulation.
7. All the above-mentioned rights apply to the extent provided for in the General Data Protection Regulation.
8. Providing your personal data for the purpose of fulfilling obligations regarding the issuance and retention of accounting documents is mandatory and results from the Accounting Act and tax law regulations. Providing data for other purposes (as described in point 3) is voluntary, but necessary to place an order.
9. In cases where you are a Newsletter subscriber and at the same time use the Administrator’s online shop, automated decision-making, including profiling, will occur. This process will consist of sending information about uncompleted transactions and presenting a commercial offer in accordance with your preferences. This will be determined on the basis of monitoring and analysis of your shopping activity in the online shop.