



## **Terms and Conditions of Participation in Artistic Events Organised by the Orchestra of the Royal Capital City of Krakow “Sinfonietta Cracovia”, a Municipal Cultural Institution.**

The Orchestra of the Capital Royal City of Krakow “SINFONETTA CRACOVIA” is represented in these Terms and Conditions as the **Organiser** of artistic events.

### **TERMS AND CONDITIONS OF PARTICIPATION IN ARTISTIC EVENTS ORGANISED BY THE ORCHESTRA OF THE CAPITAL ROYAL CITY OF KRAKOW “SINFONETTA CRACOVIA”.**

#### **I. Rules of participation in artistic events**

1. All persons arriving at an artistic event are obliged to comply with general safety rules.
2. Persons authorised to enter the premises and the venue/building where an artistic event (concert, gala, festival, performance, or another artistic event) is organised are persons holding a valid ticket, entry pass, personalized invitation or accreditation issued by the Organiser.
3. The Participant of an artistic event organised in a venue with numbered seats can take only the seat indicated on the ticket or the invitation, or a seat assigned by the ushers.
4. If possible, senior citizens and persons with disabilities will be admitted to and allowed to leave the artistic event first.
5. The Organiser reserves the right to organise artistic events and sell tickets without numbered seats indicated. That means that persons with a purchased ticket can take any seat in the auditorium. The order of taking seats will be decided by the order of arrival to the artistic event.
6. The Organiser reserves the right to reserve selected seats for their needs.
7. The ushers are authorised to deny entry or ask to leave any persons who are intoxicated or under the influence of drugs, or behaving in a manner dangerous or disruptive to the artistic event.
8. Participants of artistic events are obliged to comply with the instructions of the ushers, the event staff, policing services, the speaker, or any persons who are on duty during the artistic event.
9. Children under the age of 13 are allowed to attend the events only under the supervision of a parent or a legal guardian or another responsible adult.
10. After the artistic event has begun, late participants will not be allowed entry until the nearest intermission. In the case of events without an intermission, being late deprives the participant of the possibility of attending the artistic event. In such a case, a refund of the ticket price or its exchange does not apply.



Orkiestra Stołecznego  
Królewskiego Miasta Krakowa  
Instytucja Kultury Miasta Krakowa

Wpisana do rejestru instytucji kultury Gminy Miejskiej Kraków, numer rejestru 17  
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11. The Organiser does not provide parking spaces for cars or buses in the venue of an artistic event.
12. The Organiser cannot guarantee full compliance with accessibility standards in connection with the organisation of an artistic event, while making every effort to do so. In such a case, we recommend contacting the Organiser directly to determine or ensure providing standards of accessibility.
13. The Participant is obliged to comply with the Regulations of the venue where an artistic event is held, as well as the Terms and Conditions of possible co-organisers.
14. During the artistic event the use of mobile phones and other electronic devices is prohibited.
15. In the venue the event is held, smoking, including smoking e-cigarettes, is prohibited, except for indicated zones.
16. It is prohibited for the participants of artistic events to record the course of events (photography, filming, recording). Any form of recording the event requires prior written approval of the Management of the Organiser and can involve paying a fee. In addition, the permission of other event participants may be required.
17. It is forbidden to carry the following items into the area of artistic events:
  - ☒ weapons and other dangerous objects and tools,
  - ☒ explosive substances and pyrotechnic materials,
  - ☒ fire hazardous materials,
  - ☒ alcoholic beverages,
  - ☒ food and drinks,
  - ☒ narcotics and psychotropic substances,
  - ☒ laser pointers,
  - ☒ animals.
18. The Organiser shall not be liable for negligence and damage resulting from the fault of co-organisers or entities administering/managing venues/spaces in which artistic events are held.
19. Guardians are liable for any damage done by children in their care.
20. The Organiser shall not be liable for negligence and damage resulting from force majeure.
21. For persons without the personalized passes valid for a given event and issued by the Organiser it is absolutely forbidden to enter: the stage, the backstage, technical rooms, dressing rooms and other rooms intended for the use of the Organiser and the performers.
22. Participants of the artistic event are asked to leave their overcoats in cloakrooms made available in event venues. The Organiser recommends limiting the number of personal items carried into the event venue.  
The Organiser shall not be liable for the personal items left behind.
23. The Organiser, the Orchestra of the Royal Capital City of Kraków "Sinfonietta Cracovia" has the right to record the course of an artistic event (concert, gala, festival, performance, or another artistic event) with the use of devices recording image and sound, and its broadcast. The participant of artistic events acknowledges that their participation in the events is tantamount to expressing their consent to recording, photographing and/or filming their person and/or recording voice without payment,

as well as unpaid broadcasting and multiplication of their image, not limited as to the type of media and media carrier, for documentary, reporting, advertising and promotional purposes in relation to any publication or programme where such recording of the event, or photographs made during these events would be used.

24. By purchasing the ticket to a given artistic event, its holder accepts the conditions of recording their image and the terms of its use described in these Terms and Conditions. In the case you do not consent to these terms, please forego buying the ticket.
25. The Organiser reserves the right to change the programme, the performers, the date and venue where the artistic events are held without providing a reason.
26. The Organiser reserves the right to cancel the artistic event with prior notice by publishing a special information on their website, i.e. [www.sinfonietta.pl](http://www.sinfonietta.pl) without providing a reason.
27. The Organiser reserves the right to cancel the event at any time in case of a bad weather or danger to its participants and Organisers.
28. These Terms and Conditions concern exclusively artistic events whose main organiser is the Organiser.

## **II. Terms of purchasing tickets, booking free entry passes and invitation confirmations**

1. The Organiser conducts sales of the following types of tickets: regular ticket, concession ticket, promotional ticket, ticket for the Large Family Card holder, for 3+ and 4+ Krakow Family Card holder, free entry pass. Tickets differ in price, and terms of purchase or participation in the artistic event.
2. The procedure of ticket purchase, reservation of free entry passes and confirming invitations is made via e-mail, at [rezerwacja@sinfoniettacracovia.com](mailto:rezerwacja@sinfoniettacracovia.com), according to current guidelines posted on the Organiser's website (The Orchestra of the Capital Royal City of Krakow Sinfonietta Cracovia), i.e. [www.sinfonietta.pl/bilety](http://www.sinfonietta.pl/bilety) or through selected ticket sales websites (e.g. Eventim, Bilety24) and in Info Kraków points. As part of the purchase procedure, it is necessary to provide personal data of all persons attending the event who will be using the tickets.
3. Gross prices of tickets for a given artistic event are posted on the Organiser's website in the section "kup bilet" ["buy tickets"].
4. Tickets online can be purchased up to 24 hours before the event.
5. The Organiser reserves the right to withhold ticket sales / reservation of free entry passes / confirming invitations in the case when the number of available tickets for a given artistic event is exhausted. The relevant information will be posted on the Organiser's website, i.e. [www.sinfonietta.pl](http://www.sinfonietta.pl) as well as on the Organiser's Facebook profile. Before making the payment for the ticket, you should make sure that ticket sales for a given event are still ongoing. Both the purchase of a ticket and the reservation of a free entry pass and confirming invitations is finalized through an official confirmation of the fact by Organiser sent to the Participants via e-mail.

6. Concession tickets are available for holders of documents that entitle them to a concession, for children, youth, students below the age of 26, pensioners, senior citizens, and persons with disabilities and their carers.
7. Concession tickets, i.e. tickets with 30% reduced price, can be purchased like tickets for all paid events.
8. Before the purchase of a concession ticket, the buyer is obliged to make sure they are entitled to the concession and they hold a document that entitle them to a concession (e.g. student ID) that they can be asked to produce before their admission to an event by the member of the Organiser's staff. Lack of relevant documents that entitle to a concession ticket constitute grounds for being denied entry to an event.
9. Free invitations are offered to persons invited directly by the Organiser.
10. Promotional tickets are available for anyone who benefits from a promotion announced each time by the Organiser.
11. The purchase of a ticket, reservation of a free entry pass, and confirmation of an invitation are tantamount to fully consenting to these Terms and Conditions and the commitment to abiding by them, as well as the acceptance of the Organiser's guidelines concerning the procedure for ticket purchase / reservation of free entry passes and confirmation of invitations.
12. Purchased tickets are non-refundable and cannot be exchanged.
13. In the case of the cancellation of an artistic event due to the Organiser's fault, the Participant is entitled to a full refund of the cost of the purchased ticket.  
This shall not apply to situations arising from the coorganisers' fault, or caused by force majeure, including the circumstances related to the government guidelines concerning the Organiser's place of activity. In the case an event is cancelled due to force majeure, the Participant shall be entitled to use the purchased ticket to attend another event organised by the Organiser, in consultation and after the approval of the Organiser.
14. The Organiser shall not be obliged to any compensation or damages towards the ticket holder, except for the refund of the entirety or part of the amount paid for the ticket to a concert (gala, festival, performance, or another artistic event) that has been cancelled or held only in part due to reasons beyond the Organiser's control.
15. Combined with all other provisions and directives, the Organiser reserves the right to the following:
  - a. denying the ticket holder admission in cases justified by security reasons
  - b. in cases justified by security reason, requesting the ticket holder leave the area/venue where the event (concert, gala, festival, performance, or another artistic event) takes place, and undertaking appropriate means to execute the request. This concerns in particular the situation where the participant disrupts public order, behaves in an aggressive manner or acts against these Terms and Conditions.
  - c. changing the date, place, or making a considerable change in the event programme for reasons unpredictable and inevitable, beyond the Organiser's control. In this situation, the ticket holder can return the ticket prior to the start of the event and get a full refund of the ticket price.

In the case a return is made due to reasons stipulated above, for the reason of a considerable change in the event programme occurring in the course of the event, the ticket holder will receive a full refund of the ticket price.

- d. cancelling or foregoing the event for reason beyond the Organisers' control without the obligation to compensate or pay damages to the ticket holder, except for the refund of the entirety or part of the amount paid for the ticket to the event which had not happened or was held only in part.
16. Ticket holders may be exposed to continuous presence in an area with sound played at a high volume which may cause hearing injury.
17. Official programmes and gadgets are available or sold only in the area the event (concert, gala, festival, performance, or another artistic event) is held as well as the place tickets are sold.
18. The purchased ticket should be treated as the Organiser's individual approval for the holder to enter the event which can be withdrawn at any moment, for reasons related to the necessity to observe security measures. This entitles the holder to receive only the full or partial refund of the amount paid (price) and printed on the ticket, depending on whether the approval was withdrawn before the admission to the event, or during the event.
19. Reselling or attempts to resell tickets at a price higher than their face value, or using tickets in an unauthorised promotion makes the ticket invalid, without the right to the compensation for the cost of their purchase.
20. The ticket entitles its holder to a single entry to the area where the event (concert, gala, festival, performance, or another artistic event) is held. Neither can it be used in advertising and promotional actions (including competitions or lotteries), or for any other commercial purposes.
21. To tickets bought via electronic ticket sales websites, relevant Terms and Conditions of purchase in ticket distribution systems shall additionally apply.
22. Invitations to events are distributed by the Organiser in accordance with the rules specified in their content.
23. In the case a concert, gala, festival, performance, or another musical event is a mass event within the meaning of the provisions of the Act of 20 March 2009 on the security of mass events, the terms and conditions of a mass event issued on the basis on Art. 6 sec. 3 of this Act shall apply.
24. Basic rules for the admittance to these artistic events related to the health regime during the pandemic are regulated by separate Terms and Conditions.
25. All participants of artistic events organised by the Orchestra shall be obliged to carefully read the provisions of these Terms and Conditions, available on the organiser's website [www.sinfonietta.pl](http://www.sinfonietta.pl) and made available to read in the venue artistic events are organised.
26. The Terms and Conditions are binding for all persons who intend to attend the artistic events, regardless of whether they have bought the ticket personally or via third persons, received an invitation or accreditation.

### III. Personal data protection

1. Controller of the personal data acquired in the process of reservation and sales of tickets is the Organiser, the Orchestra of the Royal Capital City of Krakow "Sinfonietta Cracovia", ul. Łokietka 14, Kraków [30-010].
2. For the proper compliance with the rules of personal data protection, the Orchestra of the Royal Capital City of Krakow "Sinfonietta Cracovia" appointed the Personal Data Inspector and the following contact point for the data subject: Inspektor Ochrony Danych, Orkiestra Stołecznego Królewskiego Miasta Krakowa Sinfonietta Cracovia, ul. W. Łokietka 14, 30-010 Kraków, e-mail: [iod@sinfoniettacracovia.com](mailto:iod@sinfoniettacracovia.com).
3. Buyer's personal data shall be processed for the purpose of executing the booking process, sales and return of tickets as well as necessary contact with the buyer (performance of an agreement to which the data subject is party, or to take steps at the request of the data subject prior to entering into an agreement), (performance of the legal obligation of the controller) and (buyer's request).
4. Buyer's data submitted in the ticket booking and sales process shall be stored and processed by the Organiser until the moment the statute of limitations on claims resulting from the agreement expires, or until the obligation to store data resulting from legal regulations expires, in particular the obligation to store accounting documents.
5. Apart from the Organiser's employees, the recipients of the Buyer's data can include IT services suppliers, as well as authorised institutions and public offices, in accordance with applicable legal regulations.
6. Buyer's data shall not be transferred to a third country or an international organisation.
7. The Buyer has the right to demand from the Controller access to their personal data, their rectification, removal, or restrict their processing, they have the the right to data portability, and the right to file a complaint with the supervisory authority (i.e. the President of the Personal Data Protection Office).
8. The Buyer gives the Organiser their permission to perform on their personal data all operations possible and permitted by law within the scope which is necessary for the performance of the purposes of personal data processing indicated in the Terms and Conditions. In particular, the Organiser is entitled to record, store and remove personal data of the Buyers.
9. The Buyer has the right to free and unpaid access to their personal data at any time, the right to their rectification, as well as to request the restriction of their processing and their removal, portability, or to object to their processing.
10. Automated decision-making, including profiling, shall not be undertaken based on the Buyer's data.
11. Details concerning the personal data processing are available at the Organiser's website [GDPR \(sinfonietta.pl\)](https://www.sinfonietta.pl/GDPR).
12. Submission of personal data by the Buyer/Spectator in the ticket sales process in voluntary and it means, among others, storing and processing by the Organiser the personal data indicated by the Buyer/attendee for the purpose

of fulfilling the order, necessary contact with the Buyer/attendee for the purpose of ticket sales.

13. Personal data can be made available to third party entities, should it result from the provisions of the applicable law, and at the request of sanitary inspectorate services, in particular the Powiat Sanitary Inspectorate, in the scope necessary for the epidemiological inquiry, according to the applicable regulations concerning the prevention, counteracting and combating SARS-CoV-2.
14. The Organiser uses Cookies. The information collected using Cookies enable adopting the content visible on the website [Sinfonietta Cracovia](https://www.sinfonietta.pl) – [The Orchestra of the Capital Royal City of Krakow](https://www.sinfonietta.pl) to individual needs and preferences of users, and they are also used to develop general statistics. Disabling the option to store cookies in the web browser in principle does not make using the website impossible, but it may cause certain difficulties.