

Terms of Service provided by electronic means for the Website located at www.sinfonietta.pl

§1 General provisions

1. Pursuant to Art. 8 sec. 1 point 1 of the Act of 18 July 2002 on Providing Services by Electronic Means (JoL No. 144, item 1204 as amended) the Orchestra of the Capital Royal City of Krakow Sinfonietta Cracovia with its registered seat in Krakow (address: ul. Władysława Łokietka 14, 30-010 Kraków, entered into the register of cultural institutions of the Municipality of Krakow at no. 17) hereby introduces these Terms of Service and undertakes to respect them.
2. The website located at the address www.sinfonietta.pl is administered by the Orchestra of the Capital Royal City of Krakow Sinfonietta Cracovia with its registered seat in Krakow.
3. The Terms of Service specify legal and technical terms and conditions of using the services provided by electronic means using the Website located at the address: <http://www.sinfonietta.pl/>.
4. For the purposes of these Terms of Service, the Operator provides their contact details – the address for correspondence: ul. Władysława Łokietka 14, 30-010 Kraków, tel. +48 (12) 416 70 75, fax. +48 (12) 416 70 78, e-mail: office@sinfoniettacracovia.com.
5. The Operator does not charge any fees for communication with them using remote communication means.

The User will be charged according to the rates of their service provider.
6. The Terms of Service are addressed to Consumers, Entrepreneurs as consumers, and Entrepreneurs – using the Website for the purpose of purchasing tickets to the events which the Operator organises or in which the Operator participates, posted on the Website, as well as to any other Users. The Terms of Service regulate the terms of use of the Website.
7. The Operator makes the Terms of Service available to the User free of charge, on the bottom of the Website in a link marked as Sinfonietta Cracovia Orchestra website Terms of Service.

8. The content of the Terms of Service may be recorded by the User at any time by downloading them and saving to any data carrier, or by printing them out.
9. The User shall be obliged to use the Website in accordance with the binding legal regulations and in accordance with best practices and with the respect for the personal rights of other entities.
10. In the course of using of the Website, it is forbidden for the User to supply or transfer illegal content, in particular by uploading content which is prohibited by law or which infringes upon intellectual rights in any way.
11. Before using the Website, every User should read the provisions of the Terms of Service and the Privacy Policy.
12. The User who uses the Website in any way accepts these Terms of Service by starting to use the Website. Additionally, any User who wants to use the Services provided by the Operator accepts the Terms of Service when filling out the relevant online form.
13. The agreement between the Operator and the User concerning services specified in § 4 shall be concluded at the time the Operator receives a correctly filled out form concerning a given service, which can be found on the Website.
14. The Website functions only to support and perform statutory activities of the Operator.
15. The Operator administers accounts on such social media platforms as: Facebook – under the name: Sinfonietta Cracovia, Instagram – under the name: sinfonietta_cracovia, YouTube – under the name: SinfoniettaCracovia, Spotify – under the name: Sinfonietta Cracovia and PlayKraków – under the name: sinfonietta-cracovia (hereinafter: Accounts).
16. The purpose of administering the Accounts is presenting and promoting the activities of the Operator, as well as informing the users of social media platforms of news and upcoming events.
17. The Operator may sometimes organise competitions through the Website and other websites they administer. The Terms and Conditions of competitions shall be published separately on relevant websites.

§2 DEFINITIONS

Terms and phrases used in the Terms of Service, capitalised or not, shall have the following meaning:

- 1) **Ticket** – ticket to the events which the Operator organises or in which the Operator participates, enabling the attendance in such an event, offered by the Operator;
- 2) **Proof of purchase** – invoice, electronic invoice or receipt issued according to the Act of 11 March 2004 on Tax on Goods and Services, and other legal provisions;
- 3) **Contact form** – contact form available on the Website which enables sending a message to the Operator;
- 4) **Consumer** – person purchasing the Ticket/Tickets who is a natural person and concludes with the Operator an agreement not directly connected to their business of professional activity;
- 5) **Buyer** – both Customer, Entrepreneur and Entrepreneur as consumer;
- 6) **Newsletter** – e-mails (including commercial information) sent by The Operator to the e-mail address indicated by the User, containing information on the Operator's activities, planned events organised by the Operator, invitations to attend events;
- 7) **Privacy Policy** – regulations concerning the processing by the Operator (as personal data controller) of personal data of Users and obligations of the personal data controller, which can be found at: <https://www.sinfonietta.pl>;
- 8) **Consumer rights** – the Act of 30 May 2014 on Consumer Rights;
- 9) **Entrepreneur** – natural person, legal person and organisational unit which is not a legal person, who is granted legal capacity by a separate act, and who conducts business activity on their own behalf, and who purchases Ticket/Tickets in connection with the activity conducted;
- 10) **Entrepreneur as consumer** – natural person who concludes an agreement directly related to their business activity, when it follows from the content of the agreement that it is not of a professional nature to them, which results in particular from the object of the business activity conducted by them, made available on the basis of the regulations of the Business Activity Central Register and Information Record;
- 11) **Terms of Service** – these Terms of Service for the Website which are at the same time the Terms of Service indicated in Art. 8 of the Act of 18 July 2002 on Providing Services by Electronic Means;
- 12) **Website** – website administered by the Operator, available at: www.sinfonietta.pl and on subsequent sub-pages, through which the User can place an Order for a Ticket and via which services can be provided by electronic means;

- 13) **Operator** – The Orchestra of the Capital Royal City of Krakow Sinfonietta Cracovia with its registered seat in Krakow (address: ul. Władysława Łokietka 14, 30-010 Kraków, entered into the register of cultural institutions of the Krakow Commune under the number 17), NIP: 9451433094, REGON: 350736017;
- 14) **Service provided by electronic means** – free services provided by electronic means by the Operator for the Users, based on the Terms of Service;
- 15) **User** – person using the services provided by electronic means on the Website, including the Buyer;

§ 3 Technical requirements

1. Technical terms of using the Website have bearing on its proper functioning.
2. To use the Website, the User must have an Internet connection and a device, i.e. a computer with an Internet connection (512 kb/s minimum) or a respective smartphone on which they need to have an Internet browser installed, e.g. Google Chrome, Internet Explorer, Edge, Mozilla Firefox, Opera, Safari.
3. The condition of using certain features on the Website can moreover be the User having an e-mail account about which the User shall be informed before using such a feature.
4. The Operator accepts no liability for disruptions, including breaks in the functioning of the Website caused by the force majeure, unlawful activities of third persons, or the lack of compatibility of the Website with the User's devices.
5. Technical requirements related to the use of external websites to which the Operator posted links are contained in relevant terms of service available on those websites.

§ 4 Providing services free of charge

1. Within the administration of the Website, the Operator provides the following services by electronic means, free of charge:
 - 1) Newsletter;
 - 2) Contact form;

- 3) other services provided by electronic means within the meaning of the Act of 18 July 2002 on Services Provided by Electronic Means, which are available on the Website:
2. The User may express their permission to receive the Newsletter from the Operator. After entering their e-mail address into the Newsletter form and submitting the filled Newsletter form (by clicking on the "Zapisz" (Save) button), the User shall immediately receive – via e-mail sent to the address submitted in the form – the confirmation of their subscription to the Operator's Newsletter. The Newsletter service is provided using the tool Mailchimp (The Rocket Science Group, LLC; 675 Ponce de Leon Ave NE; Suite 5000; Atlanta, GA 30308 USA).
3. The agreement to provide services by electronic means shall be concluded in the scope of:
 - 1) The Newsletter – for an unlimited period at the time of the confirmation of the Newsletter subscription, i.e. after completing the following steps: indicating on the Website the e-mail address, confirming the permission receive e-mails, clicking the "Zapisz się" (Subscribe) button, and then by confirming the subscription to the Newsletter by clicking the activation link sent to the submitted e-mail address (checking the SPAM folder is recommended);
 - 2) The Contact form – at the time when the use of the service starts, for the indicated period and it shall be ended at the time a query is submitted and sent through the Contact form (by clicking on the "Wyślij" (Send) button) or at the time of an earlier end to the use of the Website;
 - 3) other services provided by electronic means which are available on the Website – at the time when the use of such a service starts, for the indicated period and it shall be ended at the time an Order is placed or at the time of an earlier end to the use of the Website;
4. The User has the right to terminate agreements for the provision of services by electronic means concluded for an indefinite period at any time, by unsubscribing from the Newsletter service (the option available in the footer of the Newsletter sent to the User). The termination can be made also via e-mail, by sending a relevant statement to the e-mail address indicated in § 1 sec. 4 of the Terms of Service.
5. The Operator has the right to terminate the agreement for the provision of services by electronic means via e-mail by sending the relevant statement to the e-mail address submitted by the User, maintaining the 7-day notice period, in the event the User undertakes improper use of a given service, acts to the detriment of the Operator or other Users, violates the law or provisions of the Terms of Service.

6. The Operator hereby informs that using services provided by electronic means is connected to sending data over the Internet, which involves the risks particular to the Internet. The Users should use appropriate technical means which reduce the related threats, including in particular antivirus software and software protecting the identity of persons using the Internet.
7. The Operator is authorised to block the access to services provided free of charge in the event the User misuses them, acts to the detriment of the Operator or other Users, violates the law or provisions of the Terms of Service, as well as when blocking the access to free services is justified by security reasons, and in particular: the User breaking security measures of the Website, or other hacker activity. Blocking the access to free services for the reasons indicated above lasts for the duration necessary to clarify the reasons of violations. The Operator shall send the user information on blocking their access to free services provided by electronic means to the e-mail address indicated by the User in the Newsletter of the Contact form.
8. The User can file a complaint related to the provision of services by electronic means on the Website, by sending an e-mail to the address indicated in § 1 sec. 4 of the Terms of Service. The Operator shall respond to such complaint immediately, no later than within 14 calendar days from the day the complaint is filed.

§ 5 General provisions concerning Ticket purchases

1. Information about the possibility of purchasing tickets to events which the Operator organises or in which the Operator participates, posted on the Website, in particular their description and price, do not constitute an offer within the meaning of the Civil Code, and they are merely an invitation to conclude an agreement within the meaning of Art. 71 of the Civil Code.
2. Sales of tickets to the events organised by the Operator or in which the Operator participates, is conducted depending on a given event (its type and series) via:
 - 1) Sales in physical Info Kraków tourist information points. The list of points and their opening hours are available at Infokrakow.pl. Bookings can be made also via e-mail at rezerwacja@sinfonietta.pl.

- 2) Sales through the cultural institution – the Cracow Philharmonic via their website <https://filharmoniakrakow.pl/>, as well as at the Philharmonic box office (1 Zwierzyńska St.). The opening hours of the Cracow Philharmonic box office: [available here](#).
- 3) Sales via the website Bilety24. Tickets can be purchased online by clicking on the “Kup bilet” (Buy ticket) button which can be found on the sub-page of a given event (in which case the Buyer is redirected to the website bilety24.pl), or directly on the bilety24.pl website. Detailed terms and conditions of the ticket purchase, in particular payment methods and complaints policy are determined by the [Terms and Conditions](#) in force on the day of the ticket purchase.
3. Details and updated information on the sales [of tickets](#), in particular in terms of the form of sales of tickets to series of events, can be found [here](#). Information on the schedule and ways to buy tickets to a particular event are contained in the description of a given event.
4. The Operator provides all information on how to buy tickets over the phone (+48 12 346 35 28) and via e-mail (rezerwacja@sinfonietta.pl).
5. Concession tickets are available for: school and university students, senior citizens and pensioners, holders of the Meritorious Activist of Culture honorary badge, carers of persons with disabilities.
6. A document that entitles to the concession ticket must be shown upon purchase.
7. The concession price is established for each separate event.
8. Holders of the Krakow Family Card are entitled to a 50% discount when buying a ticket after prior booking made with the Operator, arranged by e-mailing rezerwacja@sinfonietta.pl.
9. Free tickets are available for persons with disabilities (excluding Special Concerts). To ensure the best possible conditions of the visit, we kindly ask you to inform the Operator about the participation of a person with disability in an event at your earliest convenience.
10. The ticket constitutes a document entitling the holder to attend the event to which it was issued. Buying the Ticket is tantamount to accepting these Terms of Service as well as the *Terms and Conditions of participation in artistic events organised by the Orchestra of the Capital Royal City of Krakow “Sinfonietta Cracovia”, a municipal cultural institution*. A single ticket entitles one person to attend the event.
11. Depending on the type of event, the Ticket can be a personal ticket, or a bearer ticket.
12. A personal ticket entitles only the person whose first and last name is indicated on the ticket to attend the event. The Ticket is verified upon entry to the event – there is no possibility of reusing the Ticket. The Ticket cannot be photocopied, scanned or

copied in any other way – in the event such an activity is detected, the ticket shall no longer be valid.

13. The ticket entitles to the attendance in the event at the venue indicated therein. In justified cases, in particular for technical or production reasons, the Operator reserves the right to change the originally booked seats to others, both before and during the event. The tickets can be sold with specific reservations concerning the entry or use, such as limited access, obscured or side view, or minimum age required to enter an event. All such reservations shall be posted on the Website or the Buyer shall be informed about them in another manner before or at the moment of Ticket booking.
14. The Operator informs that purchasing tickets to artistic, entertainment or sporting events for the purpose of their reselling with profit, or reselling them with profit, is illegal and constitutes an offence under Art. 133 of the Act of 20 May 1971 of the Code of Petty Offences (i.e. JoL of 2021 item 281 as amended). Moreover, the Operator is authorized to prohibit reselling or transferring tickets to particular events.
15. All Ticket prices are represented in the Polish currency (PLN) and are gross prices (they include VAT, if the Operator is obliged to charge such tax under current regulations).
16. The Operator reserves the right to cancel events or to change their date or venue, in particular in case the current regulations concerning the organisation of events with the audience change.

§ 6 Ticket returns

1. Tickets can be returned only in the case of a change of date, venue or subject of the event, or cancellation of the event.
2. In situations indicated in sec. 1 above, the return is made through the same sales channel via which it had been purchased, and according to the Terms of Service.
3. Regulations concerning returns of Tickets purchased via the Bilety24 system are available [here](#).
4. Regulations concerning returns of Tickets purchased via the Karol Szymanowski Philharmonic in Cracow are available [here](#).

§ 7 Complaints procedure

1. The Buyer should verify if the information on the Ticket matches the information indicated in the event description on the Operator's Website. In the event the information does not match, the Buyer is obliged to immediately report this fact to the Operator.
2. The grounds and scope of the Operator's liability to the Buyer who is a Consumer, under warranty including physical and legal faults, are determined by the Civil Code of 23 April 1964 (i.e. JoL from 2020 item 1740) with the exception of sec. 3.
3. If the Buyer is Entrepreneur or Entrepreneur as consumer, the Parties exclude liability under warranty. Whenever the Buyer is mentioned in this paragraph, it shall be understood as a Consumer.
4. The **complaint** must be filed in writing or by e-mail to the Operator's address indicated in § 1 sec. 4 of the Terms of Service.
5. It is recommended that the complaint includes as much information and circumstances of the complaint object as possible, in particular the type and date when the irregularity occurred, as well as contact information. Submitted information will considerably facilitate and accelerate the processing of the complaint by the Operator.
6. The Operator shall respond to the filed complaint immediately, no later than within 14 calendar days. Otherwise, it shall be considered that the Operator deemed the statement or the request of the Buyer justified.
7. In the event the Operator decides to refund the purchased Ticket – the refund is made by bank transfer to the bank account from which the payment was made, or the amount is refunded to the payment card.
8. In the case of tickets purchased through the Bilety24 website, the complaints procedure is described in the Terms and Conditions binding on the date the purchase was made, available [here](#). Complaints are processed by Bilety24.
9. In the case of tickets purchased through the Karol Szymanowski Philharmonic in Cracow, the complaints procedure is described in the Terms and Conditions binding on the date the purchase was made, available [here](#). The complaints are processed by the Karol Szymanowski Philharmonic in Cracow.

§ 8 Personal data and Cookies

1. The controller of User's Personal data is the Operator, responsible for processing personal data in accordance with the law, including the rules of their collecting and storing, as well as for the User's rights related to their personal data.

2. User's personal data collected by the Operator via the Website are processed primarily for the purpose of performing the Sales agreement, provision of services by electronic means and for marketing purposes.
3. Detailed information concerning personal data processing rules, including information on the User's rights related to data processing, as well as rules of using Cookies are contained in the Privacy Policy available on the Website at: <https://www.sinfonietta.pl/kontakt/rodo>.

§ 9 Dispute resolution

1. The Consumer or Entrepreneur as consumer has the right to use out-of-court complaints and redress mechanisms. Detailed information concerning the possibility of using out-of-court complaints and redress mechanisms, as well as the rules of access to these procedures are available on the Website of the Polish Office of Competition and Consumer Protection at:
https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
2. There is also an information point affiliated with the President of the Office of Competition and Consumer Protection (phone: 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl or postal address: Pl. Powstańców Warszawy 1, 00-030 Warszawa), who is charged, among others, with assisting consumers in matters concerning out-of-court resolution of consumer disputes.
3. The Consumer or Entrepreneur as consumer has the right to use e.g. the following possible out-of-court complaints and redress mechanisms:
 - 1) request for a settlement of a dispute to the permanent consumer arbitration court (more information at: <http://www.spsk.wiih.org.pl/>);
 - 2) request for an out-of-court settlement of a dispute to the Provincial Inspector of Trade Inspection (more information on the website of the inspector competent for the Operator's place of business);
 - 3) assistance of the powiat (municipal) consumer advocate or a community organisation whose statutory activities include consumer protection (e.g. Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich). Advice is offered, among others, via e-mail, at porady@dlakonsumentow.pl and via a consumer helpline 801 440 220 (helpline open on working days, from 8.00 to 18.00, charge according to the operator's rates).

4. At <http://ec.europa.eu/consumers/odr> there is a platform for an online system of resolving disputes among consumers and entrepreneurs at the European Union level (ODR platform). The ODR platform constitutes an interactive and multi-language website with a comprehensive service point for consumers and entrepreneurs aiming at the out-of-court resolution of a dispute concerning statutory obligations arising from an online sales agreement or agreement to provide services (more information on the website of the platform itself, or on the website of the Office for Competition and Consumer Protection: <https://uokik.gov.pl/>).
5. Resolution of possible disputes arising between the Operator and the Buyer who is an Entrepreneur shall be presented to the court competent for the Operator's seat.

§ 10 Final provisions

1. None of the provisions of the Terms of Service have the purpose of infringing on the User's rights. Nor should it be interpreted in such a way, as in the case of a discrepancy between any part of the Terms of Service and the currently binding law, the operator declares absolute adherence to and application of said law in place of the challenged provision of the Terms of Service.
2. The Operator reserves the right to make changes in the Terms of Service in the event of, in particular:
 - 1) changes in legal regulations concerning the administration of the Website, including in particular Ticket Sales or provision of services by electronic means by the Operator, which affect mutual rights and obligations stated in the agreement concerning the services provided by electronic means;
 - 2) necessity to adjust the rules of administration of the Website to injunctions, rulings, decisions or guidelines resulting from the decisions of the public administration body competent for the activity conducted by the Operator, or a court ruling affecting mutual rights and obligations concerning the provision of services by electronic means, or the Sales agreement concluded between the user and the Operator;
 - 3) changes in the way the Website is administered;
 - 4) changes in the scope or rules of providing services by electronic means by the Operator, to which provisions of these Terms of Service shall apply, including in particular in the case of a change, withdrawal or introduction of new features

or services covered by the Terms of Service and offered to the User through the Website, or the change of sales channels for Tickets to Events;

- 5) doubts as to the interpretation of the Terms of Service contents;
 - 6) subjective transformation of the Operator or changes in the identifying data of the Operator indicated in the Terms of Service.
3. The user shall be informed of the changes to the Terms of Service by the publication of an updated version of the Terms of Service on the Website. Changes to the Terms of Service do not affect the contents and terms of Sales agreements concluded by the Buyer with the Operator before the changes were introduced.
4. In matters unregulated by these Terms of Service, currently binding legal regulations shall apply.
5. The current version of these Terms of Service enters into force on 1.12.2022.