



## TERMS AND CONDITIONS OF THE HISTORYLAND.PL WEBSITE AND THE ONLINE PURCHASE OF TICKETS

### I. GENERAL PROVISIONS

1. These Terms and Conditions specify the rules of functioning of the website available at [www.historyland.pl](http://www.historyland.pl), including the rules of purchasing group tickets via the [bilety.historyland.pl](http://bilety.historyland.pl) website.
2. Each User is requested to read and understand these Terms and Conditions prior to using the Website and purchasing a ticket via the [bilety.historyland.pl](http://bilety.historyland.pl) website.
3. The following terms used in these Terms and Conditions shall have the following meaning:
  - 1) “Facility” shall mean the HistoryLand interactive centre located in the Old Railway Station in Kraków, at Plac Jana Nowaka-Jeziorańskiego 3;
  - 2) “Terms and Conditions” shall mean these Terms and Conditions concerning remote sales and provision of electronic services, drafted on the basis of Article 8 of the Polish Law of 18 July 2002 on Provision of Electronic Services (Journal of Laws of 2017, item 1219, as amended), specifying the rules of using the Website, including the rules of purchasing tickets via the Website;
  - 3) “Seller” shall mean PTT Invest spółka z ograniczoną odpowiedzialnością spółka komandytowa of Kraków, ul. Rynek Główny 28, entered into the Register of Businesses, a part of the National Court Register, kept by the District Court for Kraków-Śródmieście in Kraków, Division XI (Commercial Cases and National Court Register Cases), under number 0000539678, NIP (tax identification number): 6762483951, REGON (statistical number): 360611621;
  - 4) “User” shall mean a person using the Website;
  - 5) “Website” shall mean the [www.historyland.pl](http://www.historyland.pl) website the administrator of which is the Seller.
4. Using the full scope of the Website functionalities requires for the following minimum technical and software conditions to be met by having:
  - a) a program allowing for viewing and printing PDF tickets,
  - b) a device with access to the Internet,
  - c) a broadband line,
  - d) an Internet browser (Internet Explorer 11 or higher, Google Chrome 59 or higher, Mozilla Firefox 54 or higher, Opera 46 or higher) supporting CSS and JavaScript,
  - e) pop-ups enabled,
  - f) cookies enabled,
  - g) Microsoft Windows 7 or higher as the operating system,

- h) an active e-mail account,
- i) a phone number.

5. Purchasing a ticket to visit the Facility means accepting these Terms and Conditions and undertaking to observe them, as well as consent to the processing of personal data for the purpose of carrying out the purchase agreement.

## II. TICKET PURCHASE PROCEDURE

1. A ticket may be purchased without registration, after providing the data necessary to carry out the transaction.
2. During one session, any number of tickets authorizing the holder to enter the Facility may be purchased. The User selects the type of ticket (regular/concessionary) and the date of visit from the available options.
3. During the purchase procedure, the User is obliged to fill in a form, providing the following data:
  - a) first and last name,
  - b) e-mail address,
  - c) mobile phone number.
4. When filling in the form, the User may access the Terms and Conditions and has to accept them by ticking the relevant field in the form.
5. In order to receive a VAT invoice, the following data has to be provided:
  - 1) first and last name/business name of the buyer,
  - 2) address (city/town, postal code, street name and house number),
  - 3) NIP (tax identification number).
6. During the purchase procedure, by means of ticking the relevant field in the registration form, the User agrees for his or her personal data to be processed. In such a case, the Seller will clearly inform the User about the purpose for which the User's personal data is collected and about the recipients of this data known to or planned by the Seller.
7. The purchase procedure will be completed successfully only if correct data is provided in the form.
8. The Seller shall not be liable for the User choosing the wrong date of the visit or the wrong type of ticket or for incorrectly filling in the form and the resulting consequences.

## III. TICKET PRICES

1. The ticket price is the gross price of the ticket displayed next to the information about the given ticket. The prices of the tickets on sale are in PLN and include the VAT.
2. The price quoted next to the ticket will apply when the User chooses the "Buy and pay" option. This price will not change regardless of price changes that may take place with respect to particular tickets after the purchase made by the User.

3. The current price list is available at the [bilety.historyland.pl](http://bilety.historyland.pl) website.
4. Between 1 September 2017, 9:00 a.m., and 28 September 2017, 7:30 p.m., the Seller will offer advance sale tickets. In that case, the Users may purchase tickets at a bargain price. The detailed terms and conditions of the advance sale are available at the [bilety.historyland.pl](http://bilety.historyland.pl) website.

#### IV. METHOD OF PAYMENT

1. Payment for a ticket may only be made via DotPay. DotPay payments are made through a professional online payments system. After choosing the “Buy and pay” option, the User will be redirected to a website for authorizing the transaction and has to read and understand and accept DotPay terms and conditions.
2. Payment should be made within 30 minutes of selecting the date of the visit, without the transaction session expiring. If this time limit is exceeded, the tickets will go back to the pool of available tickets.
3. Within 15 minutes of completing the online purchase, the system will send, to the e-mail address provided by the User, a message containing a confirmation and the number of the transaction, the tickets in the form of PDF files, and the terms and conditions of visiting the Facility so that the User can learn how the Facility functions. The tickets should be printed out and shown at the entrance to the Facility.
4. The Seller shall not be liable for the functioning of the Internet as the medium via which the tickets are offered and delivered to the Users or for the interruptions in service provision by Internet providers.

#### V. RULES OF USING TICKETS

1. A purchased ticket allows the holder to enter the Facility on the day of the visit, not more than 15 minutes after the time specified on the ticket. Entering the Facility depends on the number of visitors at the Facility during the given hour.
2. The ticket is valid for 1.5 hours from the system recording the fact of the ticket holder entering the Facility. The validity of the ticket cannot be extended.
3. If the ticket is not used during the period specified on the ticket, the Seller will not refund the ticket.
4. The User shall be fully liable for giving the ticket to a third party. If several persons holding the same ticket arrive at the Facility, only the first of these persons will be admitted.
5. The ticket authorizes the holder to enter the Facility directly, without the need to go to the ticket office.

#### VI. RULES OF RETURNING TICKETS

1. Individual tickets are not returnable or exchangeable, except if the event is cancelled. Legal basis with respect to consumers: Article 38.12 of the Polish Law of 30 May 2014 on Consumer Rights (Journal of Laws of 2017, item 683, as amended).
2. Group tickets may be returned, provided that this is done not later than 24 hours before the start of the visiting period specified on the ticket.

3. Group tickets purchased via the website may be returned only at the Facility's ticket office.
4. If the ticket is returned, its price will be refunded in cash, after the ticket and an identity-confirming document are presented and the transaction number and the e-mail address provided during the registration process are given to the person at the ticket office.
5. The Seller shall not be liable for situations where the ticket cannot be used for reasons beyond the Seller's control, including but not limited to:
  - a) temporary or permanent loss of connection with the tickets-registering system,
  - b) impossibility of entering the Facility at the time specified on the ticket due to the number of persons queuing to enter the Facility.
6. The date and time on the ticket cannot be changed. Tickets shall not be copied or re-sold and may be used only once.

## VII. USING THE WEBSITE

1. In addition to selling tickets, the electronic services provided by the Seller via the Website include offering information about the Facility and its activities.
2. To the extent specified in section VII.1, the agreement for using the Website is executed at the moment of the User entering the Website and terminates at the moment of the User leaving the Website.
3. The Users are prohibited from uploading illegal content, including any form of interference with the System and other actions that could negatively affect the functioning of the System.
4. Considering the public nature of the Internet and electronic services, as well as the risks related to the possibility of User data being obtained and modified by unauthorized persons, the Seller recommends the use of the relevant technical measures minimizing these risks, including but not limited to anti-virus software and software protecting the identity of Internet users.

## VIII. COMPLAINTS

1. Any and all complaints concerning the functioning of the Website and purchasing tickets should be made in writing to the following address: HistoryLand, Stary Dworzec Kraków, Plac Jana Nowaka-Jeziorańskiego 3, 31-154 Kraków, or by e-mail to [bok@historyland.pl](mailto:bok@historyland.pl).
2. Only the Users have the right to make complaints.
3. The complaint should contain the first and last name, address, e-mail address of the person making the complaint and a detailed description of the violation/irregularity being the object of the complaint.
4. Complaints will be examined within 14 days of being received. The User will be informed about the decision via the same channel he or she used to make the complaint or in writing. The Seller's decision shall be final.

## IX. PERSONAL DATA

1. The Seller is the data controller for the personal data provided by Users. The personal data will be used for the purpose of carrying out the ticket purchase agreement, examining the potential complaints, and sending commercial and marketing information electronically (if the User



agrees to receiving such information). Personal data will be protected and processed in accordance with the Polish Law of 29 August 1997 on Personal Data Protection (Journal of Laws of 2016, item 922, as amended). Executing a ticket purchase agreement online means that the User's data is provided to DotPay S.A. to the extent necessary to complete the payment transaction.

2. The User has the right to inspect his or her data, correct it, and demand the cessation of its processing or its deletion. The Seller shall guarantee each User with the right to inspect the processing of his or her personal data, in accordance with Article 32 of the Polish Law on Personal Data Protection. The provision of personal data by the User is voluntary, but necessary to execute the ticket purchase agreement.

#### X. FINAL PROVISIONS

1. These Terms and Conditions are an integral part of the Terms and Conditions of Visiting HistoryLand available at the [historyland.pl](http://historyland.pl) website.
2. To the extent not regulated by these Terms and Conditions, the Terms and Conditions of Visiting HistoryLand shall apply.
3. These Terms and Conditions are available at the [historyland.pl](http://historyland.pl) website, at the ticket offices, and at the Seller's registered office.
4. The Seller reserves the right to suspend the functionalities of the Website and temporarily disable the option to purchase tickets for technical reasons.
5. In the case of a need to amend these Terms and Conditions due to a change of the payment form, the methods and rules of delivery, the terms of executing agreements, or the complaints procedure, due to a need to make the Terms and Conditions more detailed, or due to amendments to the generally applicable legal regulations and other regulations the amendments to which affect the carrying out of agreements, the Seller shall notify the Users of this fact, via the Website, at least 5 days prior to the new Terms and Conditions coming into effect. In such a case, the amendments shall not in any way violate the rights acquired by the Users prior to these amendments coming into effect, which means that the already executed and the already performed agreements shall be governed by the then Terms and Conditions.
6. These Terms and Conditions come into effect on 1 September 2017.