

TERMS AND CONDITIONS OF THE WEBSITE AND MOBILE APPLICATION



TICKET SERVICE

Thank you for visiting our website available at <https://www.kupbilecik.pl/> (hereinafter: "Ticket Service", "Website", "Service") and our Mobile Application available on Google Play and the App Store.

These terms and conditions are intended to set out the general rules and conditions for using the Website and the Mobile Application, in particular the rules and conditions for using the electronic services available on the Website and in the Mobile Application, placing Reservations, and concluding and performing agreements concluded through the Ticket Service.

We invite you to read the terms and conditions,

The Ticket Service Team.

1. ABOUT US

1. The owner of the Website and the Mobile Application is SZTOLDO.PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office in Koszalin (registered office address and address for service: ul. Własna 6, 75-377 Koszalin, Poland), entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000713091; registry court in which the company's documentation is kept: District Court in Koszalin, 9th Commercial Division of the National Court Register; NIP: 6692543084; REGON: 369236917, email address: kontakt@kupbilecik.pl and contact telephone number: +48 609 622 195 (hereinafter: the "Administrator").

2. DEFINITIONS

1. The terms used in these Terms and Conditions shall have the following meanings:
 - a. **ADMINISTRATOR** – SZTOLDO.PL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office in Koszalin (registered office address and address for service: ul. Własna 6, 75-377 Koszalin, Poland), KRS 0000713091, NIP: 6692543084, REGON: 369236917, email: kontakt@kupbilecik.pl, tel. +48 609 622 195.
 - b. **TICKET ALERTS** – an Electronic Service comprising email and SMS notifications, the Ticket Newsletter and, in the Mobile Application, push notifications concerning Events, categories, cities or other preferences indicated by the User.

- c. **MOBILE APPLICATION** – the Administrator's application available for devices running Android or iOS, enabling the use of selected functions of the Ticket Service.
- d. **ORGANISER APPLICATION, KB ORGANIZER** – an application intended for Organisers, the rules of access to which may also arise from a separate cooperation agreement concluded between the Administrator and the Organiser.
- e. **TICKET** – a document or electronic identifier entitling the Participant to enter the Event to which it relates.
- f. **ELECTRONIC TICKET** – a Ticket in PDF format or another electronic form made available by the Administrator, in particular by email, in the Customer Account, in the Mobile Application, Apple Wallet or Google Wallet, provided that the given form is available for the specific Event.
- g. **TRADITIONAL TICKET** – a paper form of the Ticket printed on paper with special security features.
- h. **CUSTOMER SERVICE OFFICE** – the Administrator's customer service team available at the email address kontakt@kupbilecik.pl and, in matters concerning complaints, also at the address kontakt@kupbilecik.pl.
- i. **TICKET TRANSFER VIA THE SERVICE** – a paid Electronic Service consisting in the technical transfer by the Service of the right to use an Electronic Ticket to another person, with the invalidation of the existing Ticket codes and the generation of new Tickets for the transfer recipient.
- j. **BUSINESS DAY** – any day from Monday to Friday, excluding public holidays in Poland.
- k. **RESERVATION FORM** – a form available on the Website or in the Mobile Application by means of which the Customer makes a Reservation or concludes a Ticket Sale Agreement.
- l. **TICKET NEWSLETTER** – a periodic email notification forming part of the Ticket Alerts, containing information about Events, news or recommendations of the Administrator.
- m. **CUSTOMER** – a User who concludes or intends to conclude a Reservation Agreement, a Ticket Sale Agreement or a Voucher Sale Agreement with the Administrator.
- n. **CIVIL CODE** – the Act of 23 April 1964 – Civil Code (Journal of Laws of 2025, item 1071, as amended).
- o. **ACCOUNT** – an Electronic Service identified by an individual email address and password or another authentication method, within which the data provided by the User and information about the User's activities on the Website and in the Mobile Application are collected.
- p. **CUSTOMER ACCOUNT** – the Account of a User who is a Customer, enabling, among other things, the placing and management of Reservations, Ticket Sale Agreements, Vouchers and selected Electronic Services.
- q. **ORGANISER ACCOUNT** – an Account available to a User who is an Organiser and who has concluded a separate cooperation agreement with the Administrator.

- r. **PARTNER ACCOUNT** – an Account available to a User who is a Partner and who has concluded a separate cooperation agreement with the Administrator.
- s. **TICKET RESALE VIA THE SERVICE** – a functionality enabling the Customer to submit a Ticket for resale on the Service under the rules set out in the Terms and Conditions, with settlement to the Customer in the form of a Voucher.
- t. **SERVICE FEE** – a mandatory fee charged by the Administrator for handling the Reservation process or the conclusion of a Ticket Sale Agreement on the Service, indicated to the Customer before the conclusion of the Ticket Sale Agreement.
- u. **ORGANISER** – a User who is the Organiser of an Event for which the Ticket Service sells Tickets, responsible towards the Customer for the proper organisation of the Event on the basis of separate arrangements between the Organiser and the Ticket Service.
- v. **PARTNER** – a User cooperating with the Administrator in the field of recommending Events and earning commission on referrals under the rules set out in a separate cooperation agreement.
- w. **ENTREPRENEUR WITH CONSUMER RIGHTS** – a natural person concluding with the Administrator an agreement directly related to their business activity, where it follows from the content of that agreement that it is not of a professional nature for that person, in particular arising from the subject of their business activity disclosed in the Central Register and Information on Economic Activity (CEIDG).
- x. **POINT OF SALE** – a separate entity cooperating with the Administrator for the purpose of selling Tickets for Events available through the Ticket Service.
- y. **TERMS AND CONDITIONS** – these terms and conditions of the Website and the Mobile Application.
- z. **RESERVATION** – a reservation of a Ticket made by the Customer through the Service, during the term of which the Customer has priority in concluding a Sale Agreement for the Ticket covered by it.
- aa. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- bb. **WEBSITE, SERVICE, TICKET SERVICE** – the website operated by the Administrator, available at <https://www.kupbilecik.pl/>.
- cc. **RESERVATION AGREEMENT** – an agreement concluded between the Customer and the Administrator for a fixed term, specifying the details of the Reservation, which may be converted into a Ticket Sale Agreement.
- dd. **TICKET SALE AGREEMENT** – an agreement concluded between the Customer and the Administrator under which the Customer acquires the right to participate in an Event.
- ee. **VOUCHER SALE AGREEMENT** – an agreement concluded between the Customer and the Administrator under which the Customer acquires a Voucher.
- ff. **PARTICIPANT** – a person entitled to participate in an Event on the basis of a Ticket.
- gg. **UŚUDE** – the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2024, item 1513, as amended).

- hh. **ELECTRONIC SERVICE** – a service provided electronically by the Administrator to the User through the Website or the Mobile Application in accordance with the Terms and Conditions.
- ii. **CONSUMER RIGHTS ACT** – the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2024, item 1796, as amended).
- jj. **USER** – a natural person, a legal person or an organisational unit without legal personality to which the law grants legal capacity, using or intending to use the Ticket Service and the Electronic Services, including a Customer, an Organiser or a Partner.
- kk. **VOUCHER** – a gift card enabling its holder to pay for a Ticket Sale Agreement under the rules set out in the Terms and Conditions.
- ll. **ELECTRONIC VOUCHER** – a Voucher in PDF format or another electronic format made available to the Customer by the Administrator.
- mm. **TRADITIONAL VOUCHER** – a paper form of the Voucher printed on paper with special security features.
- nn. **EVENT** – an artistic performance or any other performance of a cultural, entertainment or sporting nature organised by the Organiser, for which Tickets are distributed through the Ticket Service.

3. GENERAL TERMS OF USE OF THE WEBSITE AND THE MOBILE APPLICATION

1. The User is obliged to use the Website and the Mobile Application in a manner consistent with the law and good practice, with respect for the personal rights, copyrights and intellectual property rights of the Administrator, other Users and third parties. The User is obliged to enter data consistent with the facts. The User is prohibited from providing unlawful content.
2. The technical requirements necessary to use the Website include: (1) a computer, laptop, telephone or other multimedia device with Internet access; (2) access to email; (3) a current version of a web browser, in particular Mozilla Firefox, Opera, Google Chrome, Safari or Microsoft Edge; (4) cookies and JavaScript enabled in the browser. The technical requirements for the Mobile Application include: (1) a mobile device running Android or iOS in a version supported by Google Play or the App Store for the current version of the Mobile Application; (2) Internet access; (3) an account in the store from which the Mobile Application is downloaded, if required by the operating system provider.
3. To the extent that the Administrator stores information provided by Users, in particular Event descriptions, comments or reviews, the Administrator may rely on the liability rules for hosting service providers provided for in Regulation (EU) 2022/2065 of the European Parliament and of the Council (the Digital Services Act, DSA). The Administrator is not obliged to generally monitor the information transmitted or stored by Users, but takes action upon obtaining knowledge of the unlawful nature of content or activity, in accordance with the Terms and Conditions and generally applicable provisions of law.

4. The Mobile Application is made available free of charge on Google Play and the App Store. Upon downloading or starting to use the Mobile Application, the Administrator grants the User a non-exclusive, non-transferable and royalty-free licence to use the Mobile Application solely for the User's own use, to the extent necessary to use the functions of the Ticket Service, without the right to decompile, modify, distribute or sublicense, subject to mandatory provisions of law.
5. The use of certain functions of the Mobile Application may require granting permissions in the device settings, in particular consent to push notifications, Internet access or link handling. The User may manage these permissions at any time in the device settings. Disabling certain permissions may limit the availability of some functions of the Mobile Application.
6. The Administrator may make available updates to the Mobile Application, including security and functionality updates. Failure to install updates may affect the proper operation of the Mobile Application. Apple Inc., Google LLC and the operators of the Google Play and App Store stores are not parties to the agreements concluded between the User and the Administrator and are not liable for the services provided by the Ticket Service, subject to the rules arising from the terms of those stores and mandatory provisions of law.
7. The Administrator informs that the use of the Internet involves risks, in particular the possibility of a device being infected with malicious software. The User should use up-to-date software, update the operating system and applications, and protect the Account access data.
8. The controller of the personal data processed on the Website and in the Mobile Application in connection with the performance of the Terms and Conditions is the Administrator. Personal data are processed for the purposes, for the period and on the legal bases indicated in the privacy policy published on the Website and in the Mobile Application. In the cases provided for in the Terms and Conditions, the Customer's personal data may be transferred to the Organiser or other authorised recipients, in particular entities holding a dedicated pool of Tickets, on the basis of Article 6(1)(b) or (f) GDPR, to the extent necessary for the performance of the agreement, the verification of the right to use a specific pool of Tickets or the proper organisation of the Event.

4. TICKET RESERVATION AGREEMENT

1. This Section 4 of the Terms and Conditions applies exclusively to the Reservation Agreement. The conclusion of the final Ticket Sale Agreement is governed by Section 5 of the Terms and Conditions.
2. In order to conclude a Ticket Sale Agreement for a selected Event, the Customer is obliged to place a Reservation via the Reservation Form available on the Website or in the Mobile Application. A Ticket may also be purchased at a Point of Sale, if this form of sale is available for the selected Event.

3. When making a Reservation, the Customer is obliged to indicate the number and type of seats, the form of Ticket delivery, a correct email address, first name and surname, telephone number and form of payment, and to accept the Terms and Conditions. If required by the Organiser, the nature of the Event, provisions of law or the rules of a dedicated pool of Tickets, the Customer may be obliged to provide additional data, in particular the first name and surname of the Participant, PESEL number, identity document number or resident card number. The scope of the required data is indicated to the Customer before the conclusion of the Ticket Sale Agreement; in the case of mass events, this may arise in particular from the provisions of the Act on the Safety of Mass Events.
4. Before the conclusion of a Reservation Agreement or a Ticket Sale Agreement, the Ticket Service informs the Customer of the total value of the order, including the nominal value of the Tickets, the Service Fee and other mandatory and optional price components, if they occur in the given order.
5. The Customer may also make a Ticket Reservation via the Administrator's hotline or Customer Service Office, if such a form of service is available for the given Event.
6. The Reservation Agreement is concluded for a fixed term determined by the Administrator, depending in particular on the form of payment, the sales mode, the availability of Tickets and the end date of sales set by the Organiser. The validity period of the Reservation is indicated to the Customer on the Website, in the Mobile Application or in an email message. The Reservation Agreement terminates upon the conclusion of a Ticket Sale Agreement on its basis or upon the expiry of the validity period of the Reservation.
7. The Reservation Agreement may be extended once by the Customer using the functionality available within the Customer Account, or by the Administrator at the Customer's request, provided that the extension functionality is available for the given Reservation. The extension may not be available in particular for Reservations in express mode, Tickets originating from resale, Reservations made immediately before the Event, or in other cases indicated to the Customer before using the extension functionality.
8. The Reservation Agreement is free of charge if it is terminated and no Ticket Sale Agreement is concluded on its basis. If a Ticket Sale Agreement is concluded on the basis of a Reservation, the fee related to handling the Reservation may form part of the Service Fee or another price component indicated to the Customer before the conclusion of the Ticket Sale Agreement.

5. TICKET SALE AGREEMENT

1. A Ticket Sale Agreement may be concluded by: (1) clicking, on the Website or in the Mobile Application, a button or another function unambiguously confirming the placing of an order with an obligation to pay, e.g. "Order and pay" or "Order with an obligation to pay", and making the payment; (2) making a purchase at a Point of Sale; or (3) in the case of a Reservation made via the hotline or the Customer Service Office – making the payment under the Ticket Sale Agreement.

2. The payment deadline under the Ticket Sale Agreement is indicated to the Customer each time before the conclusion of the Ticket Sale Agreement.
3. When concluding a Ticket Sale Agreement at a Point of Sale, the Customer is obliged to select the number and type of seats, provide the data required for the given sale and accept the Terms and Conditions. The Point of Sale may charge, for its own benefit, an additional fee for printing the Ticket, provided that it informs the Customer of this fee before the purchase is made.
4. The price payable by the Customer under the Ticket Sale Agreement consists of the nominal value of the Tickets and the Service Fee and, depending on the Customer's choice and availability for the given Event, may also include the costs of delivery or issue of the Ticket, collector's Tickets, Ticket holders, an SMS reminder, a tip, a donation to the cause indicated in the Reservation Form, a surprise Ticket or other optional services or items selected by the Customer. The price may be reduced by a promotion, a discount code, a Voucher or other reductions available on the Service. All mandatory price components are presented to the Customer before the conclusion of the Ticket Sale Agreement.
5. A tip is a voluntary amount added at the express request of the Customer. If the Organiser is collecting tips for a given Event, the tip is passed on to the Organiser for the purpose indicated at the time of the order; in other cases, the tip goes to the Administrator as a voluntary surcharge supporting the operation of the Service. The tip may not exceed the value of the Tickets after discounts have been applied, unless the Service indicates a lower limit. If the Event is cancelled, the tip is refunded together with the refundable amount for the Tickets, provided that it was charged in connection with that Event.
6. The Customer may purchase Tickets in two basic forms: an Electronic Ticket or a Traditional Ticket. The form of the available Tickets is decided by the Organiser or the Administrator.
 - a. In the case of an Electronic Ticket, the Customer receives the Ticket as a PDF file or in another electronic form made available by the Administrator, in particular to the email address provided at the time of the Reservation, in the Customer Account, in the Mobile Application, Apple Wallet or Google Wallet, if the given form is available. The Ticket should be printed or held on a mobile device and presented at the entrance to the Event.
 - b. The Customer is obliged to protect the Electronic Ticket against copying, scanning, duplication and disclosure to unauthorised persons. Sharing a Ticket with a third party takes place at the risk of the person sharing the Ticket, subject to the rules of Ticket Transfer via the Service and mandatory provisions of law.
 - c. If an Electronic Ticket is lost, the Customer may generate a duplicate of the Ticket on the Service in the Tickets section or in the Mobile Application by providing correct data enabling verification of the Reservation. Duplicates of Traditional Tickets are not issued.
 - d. In the case of a Traditional Ticket, the Customer receives the Ticket on a specially secured blank form, delivered as a shipment or issued at a Point of Sale. The Customer is obliged to protect the Traditional Ticket against loss, copying and duplication.

7. The Administrator provides the Customer with the following methods of payment under the Ticket Sale Agreement, to the extent currently available for the given Event, sales channel and time remaining until the Event:
- payment in cash or by payment card upon personal collection at a Point of Sale, provided that the given Point of Sale offers such a form of payment;
 - traditional bank transfer to the Administrator's bank account, if available for the given Event and sales period;
 - electronic payments, BLIK and payment card payments via PayU.pl, operated by PayU S.A. with its registered office in Poznań, ul. Grunwaldzka 186, 60-166 Poznań, KRS 0000274399, NIP 7792308495, share capital of PLN 7 789 000,00, fully paid up;
 - electronic payments via imoje, operated by ING Bank Śląski S.A. with its registered office in Katowice, ul. Sokolska 34, 40-086 Katowice, KRS 0000005459, NIP 6340135475, REGON 271514909, share capital of PLN 130 100 000,00, fully paid up;
 - payment by Voucher, if the Voucher may be used for the given Ticket Sale Agreement;
 - other payment methods made available by the Administrator and indicated to the Customer before the conclusion of the Ticket Sale Agreement.
8. The Administrator provides the Customer with the following methods of delivery or collection of the Ticket, to the extent available for the given Event and form of Ticket:
- postal shipment, including international shipment according to a separate price list, if available;
 - courier shipment, including international shipment according to a separate price list, if available;
 - shipment to a parcel locker, if available;
 - personal collection at a selected Point of Sale, if available for the given order;
 - electronic delivery for Electronic Tickets, in particular by email, to the Customer Account, the Mobile Application, Apple Wallet or Google Wallet, if the given form is available.
9. The delivery time of a Traditional Ticket depends on the selected delivery method and is indicated to the Customer before the conclusion of the Ticket Sale Agreement. An Electronic Ticket is delivered or made available to the Customer immediately after the payment has been successfully credited or after the payment has been confirmed by the payment operator, unless the conditions of the given Event provide otherwise.
10. Delivery of a Traditional Ticket to the Customer is subject to a charge, unless the Ticket Sale Agreement provides otherwise. Delivery of an Electronic Ticket is free of charge. The costs of delivery of a Traditional Ticket and other costs included in the final price of the Ticket are indicated to the Customer before the conclusion of the Ticket Sale Agreement.
11. The Customer is responsible for providing a correct email address and other data required for the conclusion and performance of the Ticket Sale Agreement, as well as for ensuring that messages sent to the indicated email address reach the Customer.

12. The Organiser may refuse the Customer or the Participant admission to the Event if the Ticket is illegible, destroyed, damaged or does not allow verification of the right to participate in the Event. The above does not limit the Customer's rights under mandatory provisions of law, in particular where the inability to verify the Ticket results from circumstances attributable to the Administrator or the Organiser.
13. If the Customer orders a VAT invoice, the Customer accepts the issue, sending and making available of the invoice in electronic form, including in PDF format or via the National e-Invoicing System (KSeF), if the provisions of law require or allow the use of KSeF.
14. Participants of the Event are obliged to comply with generally applicable provisions of law, the Event regulations, safety rules and the guidelines of the competent authorities in force at the place and on the day of the Event. The Organiser may refuse admission to a person whose participation would be contrary to the above rules, subject to mandatory provisions of law.
15. The Administrator may transfer the personal data of the Customer or the Participant to the Organiser if this is necessary for the proper organisation of the Event, the verification of the right to participate in the Event or the performance of the Ticket Sale Agreement.
16. Where a specific pool of Tickets is intended exclusively for persons associated with a designated entity, in particular employees, associates, members, programme participants, residents or other persons authorised by such an entity, the Administrator may provide that entity with information about the Customers or Participants who have purchased Tickets from that pool, if this is necessary for the performance of the Ticket Sale Agreement, the verification of the right to use the dedicated pool of Tickets or the proper organisation of the Event.
17. The transfer of data referred to in paragraphs 15-16 takes place exclusively to the extent necessary to achieve the purpose of the disclosure and with respect for the principle of data minimisation. This scope may include in particular the first name and surname, email address, information about the purchase of a Ticket from the dedicated pool, the number of Tickets, the resident card number or other data required for the given Event or pool of Tickets, provided that they were indicated to the Customer before the conclusion of the Ticket Sale Agreement.
18. Personal data may not be transferred to the entity referred to in paragraph 16 to a wider extent than necessary to achieve the purpose of the disclosure; in particular, without a legal basis, no data concerning the Customer's other purchase history, payment data, IP address, location data or other data unrelated to the right to use the dedicated pool of Tickets are transferred.
19. When purchasing a Ticket from a dedicated pool of Tickets, the Customer is informed before the conclusion of the Ticket Sale Agreement that their personal data may be transferred to the entity for which the pool was created, to the extent necessary to verify the right to use that pool and for purposes related to the organisation of the Event. Detailed information on

the processing of personal data is contained in the privacy policy of the Website and the Mobile Application.

20. The Customer may transfer the right to use a Ticket to a third party exclusively under the rules set out in the Terms and Conditions and the regulations of the given Event, and in accordance with generally applicable provisions of law. The transfer of the right to use a Ticket may not infringe the terms of sale of the Ticket, purchase limits, the conditions of use of a dedicated pool of Tickets or the safety rules of the Event.
21. If a Ticket is not a named Ticket, was not purchased from a dedicated pool of Tickets, and the Event regulations or the information provided to the Customer before the conclusion of the Ticket Sale Agreement do not provide otherwise, the Customer may pass the Ticket on to a third party without the need to obtain the separate consent of the Administrator. In such a case, the Customer should provide that person with the Terms and Conditions, the Event regulations and the information necessary for the proper use of the Ticket.
22. In the case of named Tickets, Tickets from a dedicated pool, Tickets subject to special terms of sale or Tickets for which the Organiser requires verification of the Participant's right to participate in the Event, the transfer of the right to use the Ticket to a third party may require a prior change of the Participant's data, the consent of the Administrator or the Organiser, or the fulfilment of other conditions indicated before the conclusion of the Ticket Sale Agreement or in the Event regulations. The Organiser may refuse admission to a person who does not meet the conditions entitling them to use such a Ticket.
23. Resale of a Ticket outside the Service is permitted only if it is not contrary to the provisions of law, the Terms and Conditions, the Event regulations or the terms of sale of the given Ticket. It is prohibited to purchase Tickets for the purpose of reselling them at a profit and to resell Tickets at a profit, in particular at a price higher than the total price actually paid by the Customer for the given Ticket, including the nominal price and the mandatory fees related to its purchase.
24. The Administrator is not a party to the agreement concluded between the Customer and a third party in the course of the resale of a Ticket outside the Service. To the extent permitted by law, the Administrator is not liable for settlements, the price, the authenticity of offers, the correctness of the transfer of the Ticket, the acts or omissions of third parties or the consequences of purchasing a Ticket from an unofficial source. Ticket Resale via the Service is regulated separately in paragraphs 40-52 below.
25. An Electronic Ticket and the barcode, QR code or other Ticket identifier entitle the holder to a single verification at the entrance to the Event, unless the conditions of the given Event provide otherwise. If a Ticket is shared with several persons, copied or further distributed, the first person to present a Ticket positively verified by the Organiser may be admitted to the Event. The risk arising from sharing a Ticket with third parties is borne by the person who shared the Ticket, subject to mandatory provisions of law.
26. The Administrator may refuse to process a Reservation, withhold the issue of a Ticket, block the possibility of generating a duplicate Ticket or take other necessary technical or

organisational measures if it obtains credible information that a Ticket has been purchased or is being used in breach of the provisions of law, the Terms and Conditions, the Event regulations, purchase limits, the conditions of a dedicated pool of Tickets, or with the use of automated tools for the mass purchase of Tickets. These measures should be proportionate to the breach identified and do not limit the Customer's rights under mandatory provisions of law.

27. The assignment of the Customer's monetary claims arising from the Ticket Sale Agreement, in particular a claim for a refund in the cases provided for in the Terms and Conditions or the provisions of law, may be notified to the Administrator by email to the address kontakt@kupbilecik.pl. The Administrator may request documents confirming the effective transfer of the claim and the data necessary to identify the Reservation, the Ticket, the Customer and the acquirer of the claim. Until a credible notification of the assignment and data enabling its verification have been received, the Administrator is entitled to make refunds to the Customer who concluded the Ticket Sale Agreement.
28. The provisions concerning the transfer of the right to use a Ticket, the assignment of claims and the resale of Tickets do not limit the rights of a Customer who is a consumer or an Entrepreneur with Consumer Rights arising from mandatory provisions of law, nor the liability of the Administrator or the Organiser to the extent that it cannot be excluded or limited.
29. Ticket Transfer via the Service is available exclusively for Electronic Tickets and only where the Organiser or the Administrator has enabled this option for the given Event. Ticket Transfer via the Service is not available for Traditional Tickets, Tickets that have already been scanned, Tickets subject to an active refund process, Tickets subject to an active resale, or other Tickets indicated on the Service as not transferable.
30. Ticket Transfer via the Service is initiated by a Customer holding the Ticket in the Customer Account or in the Mobile Application, by indicating the transfer recipient and the Tickets covered by the transfer. The transfer recipient receives an email or another system message enabling confirmation of acceptance of the Ticket.
31. The transfer recipient should confirm acceptance of the Ticket within the time limit indicated on the Service, as a rule within 3 days of the invitation being sent. Failure to confirm within this time limit results in the expiry of the transfer process, unless the Service expressly indicates a different consequence.
32. After the transfer recipient has confirmed acceptance of the Ticket, the Customer initiating the transfer is obliged to pay the fee for Ticket Transfer via the Service. The fee amounts to 10% of the gross value of the Tickets covered by the transfer, unless the Administrator indicates a different fee amount before the transfer process is started. The fee is a gross amount and includes the VAT due. The fee must be paid within 3 days of the recipient's confirmation; failure to pay results in the expiry of the transfer process without any charges.
33. Payment of the fee for Ticket Transfer via the Service is a condition for the effective completion of the transfer process. Once the payment has been credited, the existing Ticket

codes, Ticket identifiers and Apple Wallet or Google Wallet passes are invalidated, and the transfer recipient receives new Tickets or new Ticket identifiers enabling participation in the Event.

34. The Ticket Transfer via the Service process should be completed no later than 24 hours before the scheduled start of the Event, unless the Service indicates a longer time limit or the Organiser allows a shorter time limit for the given Event. After the time limit has passed, the transfer functionality may be blocked.
35. Cancellation of the transfer process by the Customer before payment of the fee for Ticket Transfer via the Service, or refusal of the Ticket by the transfer recipient, does not result in the fee being charged. If a payment is made after the transfer process has been cancelled or after it has ended without effect, the Administrator refunds such payment without undue delay, and no later than within 14 days, unless a shorter time limit arises from mandatory provisions of law.
36. The Customer may order a VAT invoice for the Ticket Transfer via the Service service. Paragraph 13 above applies to invoices.
37. The Ticket Transfer via the Service service may be performed before the expiry of the withdrawal period only at the express request of the Customer and after the Customer has acknowledged that, once the service has been fully performed by the Administrator, the Customer will lose the right to withdraw from the agreement, in accordance with the Consumer Rights Act. Detailed information on the right of withdrawal is contained in Section 19 of the Terms and Conditions.
38. The Administrator may refuse to perform Ticket Transfer via the Service or interrupt the transfer process if it obtains credible information that the transfer infringes the provisions of law, the Terms and Conditions, the Event regulations, the conditions of a dedicated pool of Tickets, the safety rules of the Event or the rights of third parties. The refusal or interruption of the process should be proportionate to the breach identified.
39. Ticket Transfer via the Service does not constitute an assignment of monetary claims referred to in paragraph 27, unless the parties separately and effectively assign such claims in accordance with generally applicable provisions of law.
40. Ticket Resale via the Service is available only where the Administrator or the Organiser makes such functionality available for the given Event and the given Ticket. Ticket Resale via the Service consists in the Customer submitting a Ticket for resale on the Service at a price set by the Service in accordance with the Terms and Conditions.
41. Only a single Ticket meeting the conditions indicated on the Service may be subject to Ticket Resale via the Service. The price of a Ticket in Ticket Resale via the Service is set by the Service, as a rule at the nominal price of the Ticket, without the possibility of the Customer submitting the Ticket for resale independently increasing the price.
42. After a Ticket has been effectively submitted for Ticket Resale via the Service, the Ticket may return to the pool of Tickets available to other buyers. The Customer acknowledges that submitting a Ticket for resale may limit the possibility of using the Ticket, and that after the

Ticket has been effectively sold, the existing Ticket, PDF file, QR code, barcode and Apple Wallet or Google Wallet pass are invalidated.

43. If a Ticket is effectively sold through Ticket Resale via the Service, the Customer who submitted the Ticket for resale receives settlement exclusively in the form of a Voucher, and not in the form of a cash payout. A Voucher from Ticket Resale via the Service is valid for 2 years from the date of its issue, unless the provisions of law require a longer validity period or the Administrator indicates a longer validity period.
44. The value of a Voucher from Ticket Resale via the Service amounts to 100% of the Ticket value accepted for resale, unless the Customer uses an additional paid or settled functionality increasing the visibility of the offer, e.g. priority in the queue for unnumbered seats. In such a case, the value of the Voucher may be reduced to 80% of the Ticket value accepted for resale, of which the Customer is informed before using that functionality.
45. An offer of Ticket Resale via the Service cannot be withdrawn from the moment the Ticket is in another buyer's basket or when the Service expressly indicates that withdrawal of the offer is no longer technically possible due to the stage of the purchase process.
46. Ticket Resale via the Service is not available in particular for Tickets: (1) purchased at a Point of Sale; (2) paid for with a Voucher; (3) purchased with a multi-ticket discount or another discount excluding resale; (4) already scanned; (5) subject to an active Ticket Transfer via the Service; (6) subject to an active refund process; (7) the resale of which would be contrary to the Event regulations, the conditions of a dedicated pool of Tickets or the safety rules of the Event.
47. A Ticket purchased by another Customer through Ticket Resale via the Service may not be combinable with a discount code, a Voucher, collection at a Point of Sale or other promotions, of which the buyer is informed before the conclusion of the Ticket Sale Agreement.
48. The Administrator is a party to the Ticket Resale via the Service service to the extent of the technical acceptance of the Ticket for resale, making it available again on the Service and settling with the Customer by means of a Voucher under the rules set out in the Terms and Conditions. The Administrator does not guarantee that a Ticket submitted for resale will be purchased by another person.
49. Until the Ticket has been effectively sold through Ticket Resale via the Service, the Customer remains entitled to the Ticket, subject to the technical limitations arising from the active resale process and the information presented on the Service.
50. After the Ticket has been effectively sold through Ticket Resale via the Service, the Ticket is removed or marked as invalid in the Customer's existing order, and the Customer receives a Voucher in accordance with the Terms and Conditions.
51. The provisions concerning Ticket Resale via the Service do not exclude the prohibition on purchasing Tickets for the purpose of resale at a profit or the prohibition on reselling Tickets at a profit arising from the provisions of law and the Terms and Conditions.
52. The Administrator may refuse to accept a Ticket for Ticket Resale via the Service or remove a Ticket submission from resale if it obtains credible information that the submission infringes

the provisions of law, the Terms and Conditions, the Event regulations, the terms of sale of the Ticket or the rights of third parties.

6. ORGANISATION OF THE EVENT, CHANGES RELATED TO THE EVENT, CANCELLATION OF THE EVENT

1. The right to withdraw from an agreement concluded off-premises or at a distance is not available to a Customer who is a consumer or an Entrepreneur with Consumer Rights with respect to the Ticket Sale Agreement, in accordance with Article 38(1)(12) of the Consumer Rights Act, if the agreement concerns services related to leisure, entertainment, sporting or cultural events and the agreement specifies the day or period of performance of the service.
2. The Organiser may establish its own Event regulations, provided that they are made available to the Customer in the Event description, in a link next to the Event description or in another legible manner before the conclusion of the Ticket Sale Agreement. In the event of a conflict between the provisions of the Event regulations and the Terms and Conditions, the Terms and Conditions prevail with respect to the rules of sale and handling of Tickets by the Administrator, unless mandatory provisions of law provide otherwise.
3. A refund of the amounts paid by the Customer for a Ticket is possible in the event of cancellation of the Event, relocation of the Event, i.e. a change of the date of the Event or the moving of the Event to a city other than originally planned, and in the event of a material change to the Event, including with respect to the line-up or programme of the Event, subject to mandatory provisions of law.
 - a. The right to cancel an order due to a change of the date of the Event may be exercised within the time limit indicated in the notice of the change, not shorter than 48 hours before the scheduled start time of the Event on the new date, unless the notice of the change was delivered to the Customer later or compliance with this time limit was not possible for reasons beyond the Customer's control. This provision does not limit the Customer's rights under mandatory provisions of law.
 - b. The Organiser reserves the right to make changes to the seats allocated at the Event for reasons beyond its control, in particular arising from technical, organisational or safety requirements or decisions of the venue manager. If seats need to be relocated, the Participant will be offered seats of a comparable standard or – subject to availability – other seats remaining on sale. If the proposed change is not accepted by the Customer, the Customer has the right to cancel the order and receive a refund for the unused Tickets.
4. The refund covers the value of the Tickets constituting the fee indicated by the Organiser for participation in the Event and, if the relevant option is selected when submitting the refund request, the Service Fee. Refunds of other additional fee components, including the costs of delivery of the Ticket, are made to the extent arising from mandatory provisions of law or where the given cost was not actually incurred. A tip added to the order in connection with

the Event is refundable if the Event is cancelled. Funds transferred as a donation to the cause indicated in the Reservation Form are non-refundable, unless mandatory provisions of law provide otherwise or the Administrator indicates otherwise in the terms of the given campaign.

5. The Administrator informs the Customer of the cancellation, change or relocation of the Event without undue delay after obtaining information about such an occurrence from the Organiser or another credible source.
6. If the Event is cancelled, the Administrator enables the Customer, to the extent available on the Service and consistent with the provisions of law, to choose one of the following options: (1) a refund of the refundable amount; (2) receipt of a Voucher in an amount at least equal to the refundable amount; (3) rebooking of the funds to another unpaid order, if it meets the conditions indicated on the Service; or (4) transfer of the refundable amount to a designated fundraiser or cause, if such an option has been made available. The choice of a Voucher, rebooking or transfer of the funds to a fundraiser requires an express action by the Customer.
7. If the Event is relocated or materially changed, the Administrator enables the Customer, to the extent available on the Service and consistent with the provisions of law, to choose one of the following options: (1) a refund of the refundable amount; (2) participation in the same Event on a different date, in a different city or in a changed form; (3) receipt of a Voucher in an amount at least equal to the refundable amount; (4) rebooking of the funds to another unpaid order, if it meets the conditions indicated on the Service; or (5) transfer of the refundable amount to a designated fundraiser or cause, if such an option has been made available. Failure of the Customer to respond within the time limit indicated in the notice of the change is not treated as a waiver of the rights arising from mandatory provisions of law.
8. The refund, Voucher, rebooking or transfer of funds to a fundraiser referred to in paragraphs 6-7 take place after the Customer has submitted a request on the Service in the Refunds section, using the refund form, at the Point of Sale if the Ticket was purchased at a Point of Sale, or by email to the address kontakt@kupbilecik.pl, in accordance with the information provided to the Customer.
9. The Administrator refunds the refundable amount without undue delay, and no later than within 14 calendar days of receiving the refund request and the data necessary for its processing. The refund is made using the same method of payment as used by the Customer, unless that method is objectively impossible or the Customer has chosen another method of refund that does not involve any additional costs for the Customer.
10. In the case of a Ticket purchased at a Point of Sale, the refund may require certain actions to be taken at that Point of Sale. Presenting a receipt or other proof of purchase may facilitate the refund procedure; however, the lack of a receipt does not deprive the Customer of the rights arising from mandatory provisions of law if the purchase can be confirmed in another way.
11. The Administrator may request that the Customer provide the data necessary to identify the Customer, the Reservation, the Ticket, the payment and the refund request. Verification of

the request may include a code sent to the email address associated with the Reservation or another verification method indicated on the Service.

12. This Section 6 of the Terms and Conditions does not exclude or limit the rights of a Customer who is a consumer or an Entrepreneur with Consumer Rights arising from mandatory provisions of law.

7. VOUCHER SALE AGREEMENT

1. A Voucher Sale Agreement may be concluded after completing the Voucher order form on the Website and clicking a button or another function unambiguously confirming the placing of an order with an obligation to pay, e.g. "Order and pay" or "Order with an obligation to pay", or by making a purchase at a Point of Sale, if such a form of sale is available.
2. When concluding a Voucher Sale Agreement, the Customer is obliged to select the number and value of the Vouchers, provide a correct email address, provide their first name and surname, accept the Terms and Conditions and make the payment. Optionally, the Customer may order a VAT invoice and Ticket Alerts, if the order form offers such an option.
3. The minimum and maximum value of a Voucher and the maximum number of Vouchers that may be purchased in a single order may arise from the settings of the Service and are indicated to the Customer before the conclusion of the Voucher Sale Agreement.
4. The Customer may purchase Vouchers in two forms: an Electronic Voucher or a Traditional Voucher, provided that the given form is currently available.
 - a. In the case of an Electronic Voucher, the Customer receives the Voucher as a PDF file or in another electronic form made available by the Administrator. The Customer is obliged to protect the Voucher against copying, scanning, duplication and disclosure to unauthorised persons.
 - b. In the case of a Traditional Voucher, the Customer receives the Voucher on a specially secured blank form, delivered as a shipment or issued at a Point of Sale. The Customer is obliged to protect the Voucher against loss, copying and duplication.
 - c. If a Voucher is lost, duplicates are not issued, unless mandatory provisions of law provide otherwise or the Administrator expressly makes such an option available.
5. The Administrator provides the Customer with the methods of payment under the Voucher Sale Agreement indicated in Section 5 paragraph 7 of the Terms and Conditions, to the extent currently available for the purchase of a Voucher. Section 5 paragraph 13 of the Terms and Conditions applies to invoices concerning a Voucher.
6. The Administrator provides the Customer with the following methods of delivery or collection of the Voucher, to the extent currently available: postal shipment, courier shipment, shipment to a parcel locker, personal collection at a Point of Sale and electronic delivery for Electronic Vouchers.
7. The time of delivery or collection of the Voucher depends on the selected form of Voucher and the delivery method. This time is indicated to the Customer before the conclusion of the

Voucher Sale Agreement. Delivery of a Traditional Voucher is subject to a charge, unless the Voucher Sale Agreement provides otherwise. Delivery of an Electronic Voucher is free of charge.

8. The Customer is responsible for providing a correct email address and other data necessary for the conclusion and performance of the Voucher Sale Agreement.
9. A Voucher purchased by the Customer and a Voucher issued in connection with a refund may be used for a period of at least one year from the date of its issue, unless a longer period arises from the content of the Voucher, the information provided to the Customer or mandatory provisions of law. A Voucher issued as part of Ticket Resale via the Service is valid for 2 years from the date of its issue, unless the provisions of law require a longer validity period or the Administrator indicates a longer validity period.
10. A Voucher may be used when concluding a Ticket Sale Agreement on the Website or in the Mobile Application by entering the correct Voucher code in the appropriate field. A Voucher may not be combinable with collection of the Ticket at a Point of Sale, a discount code, selected promotions or other forms of payment, if the Service informs the Customer of this before the Voucher is used.
11. The Voucher code is single-use. If only part of the value of the Voucher is used, the remaining unused amount is not forfeited; at the Customer's request, the Customer Service Office may generate a new Voucher code corresponding to the unused value, unless mandatory provisions of law or the terms of the given Voucher are more favourable to the Customer.
12. A Voucher is not exchangeable for cash, except in the cases provided for by mandatory provisions of law or expressly indicated by the Administrator.

8. ELECTRONIC SERVICES AVAILABLE ON THE WEBSITE AND IN THE MOBILE APPLICATION

1. Any User may use the Website and the Mobile Application under the rules set out in the Terms and Conditions.
2. The User may use the following Electronic Services: Customer Account, Organiser Account, Partner Account, Ticket Alerts, Reservation Form, contact forms, Ticket Transfer via the Service, Ticket Resale via the Service and other functionalities made available by the Administrator. A detailed description of the Electronic Services and the rules of their operation is available in the Terms and Conditions and on the Website or in the Mobile Application.

9. TERMS OF USE OF THE CUSTOMER ACCOUNT

1. The Customer Account may be used after completing the registration form or using another available method of registration or login, and after confirming the registration with a button or another function used to create the Account. An Account may also be created by ticking the appropriate checkbox when making a Reservation or by logging in using the credentials

of a Google, Facebook or Apple account or another provider made available by the Administrator.

2. The User is obliged to keep the data provided within the Account up to date in the event of any change.
3. The User is obliged to keep the Account access data confidential from third parties. The User is not entitled to grant access to the Account to other persons, including by selling, renting or lending the Account.
4. A User may have only one Customer Account for the same email address on the Website and in the Mobile Application at the same time.
5. Use of the Customer Account is free of charge. Sale Agreements concluded using the Account are subject to payment.
6. The Customer Account Electronic Service is provided for an indefinite period. The User may, at any time and without giving any reason, cancel the Account through the functionality available in the Account settings, the Account deletion form available on the Website or in the Mobile Application, or by sending an email to the address kontakt@kupbilecik.pl. The Account is deleted without undue delay, and no later than within 30 days of receipt of the request, unless longer storage of the data is necessary under the provisions of law, for the establishment, pursuit or defence of claims, or for the performance of other agreements concluded by the User.

10. TERMS OF USE OF THE ORGANISER ACCOUNT

1. The Organiser Account is available to a User who is an Organiser and who has concluded a separate cooperation agreement with the Administrator. The conclusion of a cooperation agreement is a condition for the approval of the Organiser Account by the Administrator.
2. The Organiser Account may be used after completing the registration form, using the field confirming the registration, e.g. "create account", and after the Organiser Account has been verified and approved by the Administrator. The data indicated as mandatory must be provided in the registration form.
3. The Organiser is obliged to keep the data provided within the Organiser Account up to date.
4. The Organiser is obliged to keep the Organiser Account access data confidential from unauthorised persons. The Organiser may, to the extent of the functionality made available by the Administrator, add users or sub-accounts within the Organiser Account, assign roles to them and restrict access to selected Events. The Organiser is liable for the acts and omissions of such users as for its own acts and omissions.
5. The cooperation agreement, the conclusion of which is a condition for obtaining access to the Organiser Account, is subject to payment. The Account may provide access to further paid functionalities. The fees are indicated in the cooperation agreement or each time before the given paid functionality is used.

6. The functionalities of the Organiser Account are indicated in the Organiser Account panel and, if available, in the Organiser Application KB Organizer. In particular, the Organiser Account enables adding Events, managing sales, reports and other functions specified in the cooperation agreement. Adding an Event as a rule requires verification and approval by the Administrator, unless the Administrator grants the Organiser the ability to add Events without verification in each case.
7. The Organiser Account Electronic Service is provided for an indefinite period. The Organiser may cancel the Organiser Account by notifying the Administrator; however, cancellation of the Account does not automatically terminate the cooperation agreement. The cooperation agreement may be terminated in the manner specified in that agreement.

11. TERMS OF USE OF THE PARTNER ACCOUNT

1. The Partner Account is available to a User who is a Partner and who has concluded a separate cooperation agreement with the Administrator. The conclusion of a cooperation agreement is a condition for the approval of the Partner Account by the Administrator.
2. The Partner Account may be used after completing the registration form, using the field confirming the registration, e.g. "create a new partner account", and after the Partner Account has been verified and approved by the Administrator. The data indicated as mandatory must be provided in the registration form.
3. The Partner is obliged to keep the data provided within the Partner Account up to date.
4. The Partner is responsible for updating the data concerning the Events presented in its channels, to the extent arising from the cooperation agreement.
5. The Partner is obliged to keep the Partner Account access data confidential from unauthorised persons. The Partner is not entitled to grant access to the Account to other persons, including by selling, renting or lending the Account, unless the cooperation agreement or the functionality of the Account expressly allows such action.
6. Use of the Partner Account is free of charge for the Partner, unless the cooperation agreement provides otherwise.
7. The functionalities of the Partner Account are indicated in the Partner Account panel. In particular, the Partner Account enables the use of affiliate links allowing the Partner to recommend Events and earn commission on referrals under the rules agreed in the cooperation agreement with the Administrator.
8. The Partner Account Electronic Service is provided for an indefinite period. The Partner may cancel the Partner Account by notifying the Administrator; however, cancellation of the Account does not automatically terminate the cooperation agreement. The cooperation agreement may be terminated in the manner specified in that agreement.

12. TERMS OF USE OF TICKET ALERTS

1. Ticket Alerts are used after completing the form available on the Website or in the Mobile Application, in particular after providing an email address and, optionally, a telephone number, city, categories or other preferences, accepting the required consents and using a button or another function confirming the sign-up, e.g. "Sign up".
2. As part of Ticket Alerts, the Administrator may make available in particular the Email Alert, the SMS Alert, the Fan Alert, the Ticket Newsletter and push notifications in the Mobile Application. The scope of the available Alerts may depend on the data provided, the User's consents and the settings of the Account or device.
3. Signing up for Ticket Alerts may also be possible when creating a Customer Account, making a Reservation or placing an order, if the User gives the relevant consents. Consent to receive information from the Organiser is a separate consent concerning the communication of the given Organiser and may mean that the Organiser will be the controller of personal data in this respect.
4. The Ticket Alerts Electronic Service is provided free of charge for an indefinite period. The User may cancel Ticket Alerts at any time, in particular via the unsubscribe link included in the email message, the functionality available in the Customer Account, the contact form, a message to the address kontakt@kupbilecik.pl, the push notification settings on the device or another method indicated in the content of the message. The cancellation takes effect without undue delay, and no later than within 2 Business Days, unless a shorter time limit arises from mandatory provisions of law.

13. COMMENTS

1. The Administrator enables the Customer, via the Website, to add a comment or review concerning an Event in which the Customer participated. Comments and reviews are visible on the Service, in particular on the "Customer Comments" page and next to the Event, after prior approval by the Administrator.
2. A comment or review may be added after the end of the Event, as a rule once per paid order, via a link sent to the email address provided with the order, the functionality of the Customer Account or another method made available by the Administrator.
3. A Customer using the comments and reviews system is obliged to act in accordance with the law, the Terms and Conditions and good practice, with respect for the personal rights, copyrights and intellectual property rights of the Administrator, the Organiser and third parties. It is prohibited to post content that is unlawful, vulgar, insulting, defamatory, infringing the personal rights of others or misleading.
4. The detailed rules for verifying reviews, including the rules for counteracting fake reviews, are set out in Section 23 of the Terms and Conditions. The rules for reporting illegal content and moderation are set out in Section 24 of the Terms and Conditions.

14. COMPLAINTS TO THE ORGANISER, WITHDRAWAL FROM THE AGREEMENT WITH THE ORGANISER

1. The Organiser, on the basis of separate arrangements with the Administrator, is obliged to handle the Customer's complaints related to the Event organised by the Organiser. The Administrator does not exclude its liability towards the Customer under the Ticket Sale Agreement, but indicates the procedure in which complaints concerning the organisation of the Event are handled in practice. The Customer submits a complaint to the Organiser through the Administrator, using the contact form or the address kontakt@kupbilecik.pl.
2. If any irregularities arise at the venue of the Event, e.g. a double-booked seat, restricted visibility or an incorrectly marked sector, the Administrator recommends that the Customer report this fact immediately to the Organiser at the venue of the Event. If the Customer decides not to participate in the Event for reasons attributable to the Organiser, the Administrator recommends obtaining written confirmation of the situation from the Organiser. The above information is of a recommendatory nature and does not prevent a complaint from being submitted.
3. The Organiser will respond to the complaint without undue delay, and no later than within 14 calendar days of its submission, unless mandatory provisions of law provide for a shorter time limit or a different consequence of a failure to respond.

15. COMPLAINTS TO THE ADMINISTRATOR

1. The basis and scope of the Administrator's liability towards the User in respect of the Electronic Services provided, the Voucher Sale Agreement, the Ticket Sale Agreement, Ticket Transfer via the Service and Ticket Resale via the Service are determined by generally applicable provisions of law, in particular the Civil Code, the Consumer Rights Act, UŚUDE and the relevant provisions of European Union law.
2. In the case of a complaint concerning a service provided by the Administrator, the Administrator's liability is determined by the provisions of the Civil Code, in particular Article 471 et seq. and Article 750 in conjunction with Articles 734-751 of the Civil Code, and in the case of Customers who are consumers or Entrepreneurs with Consumer Rights, also by the relevant provisions of the Consumer Rights Act, in particular the provisions on the conformity of digital content or a digital service with the contract, where applicable.
3. This Section concerning complaints also serves as information on the internal complaint-handling system for business Users within the meaning of Article 11 of Regulation (EU) 2019/1150 of the European Parliament and of the Council, if those provisions apply to the Administrator.

4. Complaints may be submitted in particular via the contact form, by email to the address kontakt@kupbilecik.pl, or in writing to the Administrator's address indicated in Section 1 of the Terms and Conditions.
5. The Administrator recommends including in the description of the complaint: (1) information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the irregularity; (2) the User's request; and (3) the contact details of the person submitting the complaint. These requirements are recommendations only and do not affect the effectiveness of complaints submitted without them.
6. The handling of complaints is based on the principles of transparency, equal treatment in equivalent situations and proportionality to the importance and complexity of the matter.
7. The User has the right to submit to the Administrator complaints concerning in particular: (1) non-performance or improper performance of the Electronic Services; (2) technological issues related to the operation of the Website or the Mobile Application; (3) actions of the Administrator affecting the User's situation; (4) decisions on content moderation or restriction of access, if the Terms and Conditions provide for such a possibility.
8. The Administrator handles the complaint without undue delay, and no later than within 14 calendar days of its submission, and informs the User of the outcome of the complaint in an individualised, plain and intelligible manner, on a durable medium or in another manner agreed with the User.
9. The provisions of this Section concerning consumers also apply to an Entrepreneur with Consumer Rights, where this follows from mandatory provisions of law.

16. RESTRICTION, SUSPENSION AND TERMINATION OF THE USER'S ACCESS TO THE WEBSITE AND THE MOBILE APPLICATION BY THE ADMINISTRATOR

1. The User may stop using the Service, the Mobile Application or individual Electronic Services in accordance with the conditions indicated in the Terms and Conditions; in particular, the User may cancel the Account, forms or Alerts through the functionality of the Service, the contact form or an email to the address kontakt@kupbilecik.pl.
2. The Administrator may restrict, suspend or terminate the provision of Electronic Services to a given User only where and to the extent that this is necessary, reasonable and proportionate, in particular in the event of: (1) failure to settle amounts due and payable to the Administrator; (2) provision of incomplete or untrue data; (3) sending spam; (4) placing orders or Reservations for a purpose other than the conclusion and performance of a Ticket Sale Agreement or a Voucher Sale Agreement; (5) a legal or regulatory obligation; (6) an imperative reason under national law which is in compliance with Union law; (7) repeated infringement of the Terms and Conditions.
3. Restriction of the Electronic Services consists in a temporary limitation of access to certain functionalities, and suspension consists in a temporary disabling of access to individual

Electronic Services. Termination of the provision of Electronic Services is treated as a final measure and may occur in particular in the cases indicated in paragraph 2 points 5-7.

4. Before taking a decision, the Administrator, where possible, calls on the User to cease the infringements or remedy their effects. The Administrator provides the User with a statement of reasons for the decision to restrict, suspend or terminate the provision of Electronic Services on a durable medium, to the extent required by the provisions of law.
5. In the event of termination of the provision of all Electronic Services to a User who is an Organiser or a Partner, the Administrator provides the statement of reasons at least 30 days before the day on which the termination takes effect, unless the notice period does not apply under the provisions of law, in particular due to a legal obligation, an imperative reason under national law which is in compliance with Union law, or repeated infringement of the Terms and Conditions.
6. The statement of reasons for the Administrator's decision contains a reference to the specific facts or circumstances that led to the decision and the grounds for the decision indicated in the Terms and Conditions, unless the Administrator is unable to provide a statement of reasons due to a legal or regulatory obligation or another restriction provided for by the provisions of law.
7. The User may challenge the Administrator's decision under the complaint procedure set out in Section 15 of the Terms and Conditions. If the restriction, suspension or termination of the Electronic Services is reversed, the Administrator restores the User's access without undue delay, including access to personal data or other data resulting from the use of the Electronic Services before the restriction, suspension or termination was applied.
8. After termination of access to the Organiser Account or the Partner Account, the Administrator may enable the Organiser or the Partner to download reports, statements or data available in the Account for the period indicated in the cooperation agreement or for the period indicated in the notice of termination of access. Unless the cooperation agreement provides otherwise, the Organiser or the Partner may request the Administrator to export the available reports within 30 days of the termination of access, provided that this is not precluded by the provisions of law, the security of the Service or the rights of third parties.
9. Termination of access to the Electronic Services is without prejudice to the possibility of storing the User's data for the period necessary to achieve the purposes consistent with the privacy policy, the provisions of law, the establishment, pursuit or defence of claims, and the performance of the agreements concluded.

17. RANKING OF EVENTS, ACCESS TO DATA

1. The Administrator indicates the main parameters determining the ranking of Events on the Website and in the Mobile Application, whereby the actual influence of individual parameters

depends on the place where the Event is presented, the selected function of the Service and the User's settings.

2. On lists of Events, including in the search engine, categories and city views, the basic ranking parameter is the date of the Event, as well as the sorting selected by the User, if the given sorting function has been made available, e.g. by name or city. The match of the search phrase may affect which Events are shown in the search results.
3. On the home page and in recommendation blocks, the Administrator may take into account in particular the User's city, the selected or default categories, the User's activity history on the Service, the level of the "Recommended" label assigned by the Administrator, the Administrator's manual settings and an element of randomness.
4. In "recommended" blocks, similar Events and email messages, the Administrator may take into account in particular the level of recommendation of the Event, the Administrator's settings and the match with the content of the message in communications with Customers.
5. Paid advertising, including external campaigns, mailings, SMS, banners or other paid forms of promotion, may increase the visibility of an Event in separate advertising slots or external channels. Paid advertising does not affect the order of the standard lists of Events, unless the Administrator expressly informs the Organiser and the Users of a different mechanism for the given functionality.
6. The Organiser's Events may also be distributed through additional channels, in particular Points of Sale, affiliate Partners, frames or widgets on the Organisers' websites, product or advertising feeds, the customer application, mailing campaigns, SMS and external channels used by the Administrator.
7. Users who are not logged in may access the data publicly presented with the Event, in particular the name of the Event, the date, the venue, the description, the prices, the availability of Tickets and the information made available by the Organiser.
8. The Customer may access the data concerning their Reservations, orders, Tickets, Vouchers, requests, comments, reviews and other activities on the Service to the extent made available in the Customer Account, in email messages or in the Mobile Application.
9. The Organiser may access the data concerning its Events, sales, Reservations, orders, reports, comments, reviews, statistics and analytical data to the extent made available in the Organiser Account, the Organiser Application or the cooperation agreement, with respect for the provisions on the protection of personal data and the principle of data minimisation.
10. The Administrator has access to the data processed on the Website and in the Mobile Application to the extent necessary for the provision of services, the performance of agreements, the handling of payments, settlements, complaints, security, the prevention of abuse, the fulfilment of legal obligations and other purposes indicated in the privacy policy.
11. If the Administrator benefits from the exemption for small enterprises within the meaning of Article 12(7) of Regulation (EU) 2019/1150 of the European Parliament and of the Council, it does not identify the mediators referred to in Article 12(1) of that Regulation. If the right to this exemption is lost, the Administrator will supplement the Terms and Conditions with

information on at least two mediators with which it is willing to attempt to reach an amicable settlement of a dispute with a business User.

18. CONTACT US

The primary form of ongoing remote communication with the Administrator is the contact form available on the Website and in the Mobile Application, and email: kontakt@kupbilecik.pl. Reports concerning illegal content may be submitted in accordance with Section 24 of the Terms and Conditions. Users may also contact the Administrator in other ways permitted by law, using the contact details indicated in Section 1 of the Terms and Conditions.

19. WITHDRAWAL FROM THE AGREEMENT BY CONSUMERS

1. A Customer who is a consumer or an Entrepreneur with Consumer Rights may withdraw from an agreement concluded at a distance without giving any reason within 14 days, unless an exception provided for in the Consumer Rights Act or other mandatory provisions of law applies.
2. The right of withdrawal does not apply to a Ticket Sale Agreement concerning services related to leisure, entertainment, sporting or cultural events if the agreement specifies the day or period of performance of the service, in accordance with Article 38(1)(12) of the Consumer Rights Act.
3. In the case of a Voucher Sale Agreement concluded at a distance, the withdrawal period is 14 days from the date of conclusion of the agreement. Withdrawal may be ineffective to the extent that the Voucher was used before the declaration of withdrawal was submitted, if the nature of the performance or mandatory provisions of law mean that the state prior to the use of the Voucher cannot be restored.
4. In the case of Electronic Services provided free of charge, such as the Customer Account or Ticket Alerts, the User may cancel the service at any time in accordance with the Terms and Conditions, irrespective of the statutory right of withdrawal, where applicable.
5. In the case of a paid Electronic Service, in particular Ticket Transfer via the Service, the right of withdrawal may be lost once the service has been fully performed by the Administrator, if the service was performed with the express and prior consent of the Customer and after the Customer acknowledged the information about the loss of the right of withdrawal upon full performance of the service by the Administrator.
6. To meet the withdrawal deadline, it is sufficient to send the declaration before its expiry. The declaration may be submitted in particular: (1) by email to the address kontakt@kupbilecik.pl, or (2) in writing to the Administrator's address indicated in Section 1 of the Terms and Conditions. The Customer may use the model withdrawal form set out in Annex 2 to the Consumer Rights Act.

7. In the event of effective withdrawal from the agreement, the Administrator refunds to the Customer all refundable payments in accordance with mandatory provisions of law, without undue delay, and no later than within 14 days of receiving the declaration of withdrawal. The refund is made using the same method of payment as used by the Customer, unless the Customer agrees to another method of refund that does not involve any additional costs for the Customer.
8. If the Customer requests that the performance of the service begin before the expiry of the withdrawal period and then effectively withdraws from the agreement before it has been fully performed, the Customer may be obliged to pay for the performance provided up to the moment of withdrawal, in proportion to the extent of the performance provided, where this follows from the Consumer Rights Act.
9. This Section of the Terms and Conditions does not limit the rights of a consumer or an Entrepreneur with Consumer Rights arising from mandatory provisions of law.

20. OUT-OF-COURT COMPLAINT HANDLING METHODS

1. A User who is a consumer has the possibility of using out-of-court methods of handling complaints and pursuing claims, in particular by submitting an application to the competent voivodeship inspector of the Trade Inspection. More information is available on the websites of the Trade Inspection and the Office of Competition and Consumer Protection, in particular at <https://uokik.gov.pl/pomoc-dla-konsumentow>.
2. A User who is a consumer may also use the assistance of the locally competent consumer ombudsman, consumer organisations and – in cross-border matters – the European Consumer Centre. Information on consumer assistance tools in the European Union is published on the European Commission's "Consumer Redress in the EU" website at <https://consumer-redress.ec.europa.eu/>.

21. TECHNICAL BREAKS

1. The Administrator makes every effort to ensure the proper and uninterrupted functioning of the Website and the Mobile Application. Due to the complexity of the Service and external factors beyond the Administrator's control, errors, technical failures or technical breaks preventing or limiting the functioning of the Service or the Mobile Application may occur.
2. The Administrator informs Users of significant errors, technical failures and planned technical breaks to an extent and at a time appropriate to the type of occurrence and the Administrator's technical capabilities.
3. Planned technical breaks are organised in a manner that is as little disruptive to Users as possible, in particular during hours of lower traffic, where possible.
4. The Administrator is not liable for damage resulting from errors, technical failures or technical breaks to the extent that such damage results from causes beyond the Administrator's

control. This provision does not exclude the Administrator's liability for damage caused intentionally or in cases where liability cannot be excluded or limited under mandatory provisions of law.

5. This Section of the Terms and Conditions does not exclude or limit the rights of a User who is a consumer or an Entrepreneur with Consumer Rights arising from mandatory provisions of law.

22. COPYRIGHT

1. The copyrights and intellectual property rights to the Website, the Mobile Application and the Organiser Application as a whole and to their individual elements, including the content, graphics, works, designs and marks available within them, belong to the Administrator or authorised third parties and are protected under the provisions of law.
2. The Website, the Mobile Application and the Organiser Application are to be treated as works protected by copyright. The User has no right to copy, modify, adapt, translate, decode, decompile, disassemble or otherwise attempt to determine the source code of the Website, the Mobile Application or the Organiser Application, except in cases permitted by mandatory provisions of law.
3. The trademarks of the Administrator and of third parties may be used only in accordance with applicable provisions of law and the rights held by the owners of those marks.

23. REVIEWS

1. The Administrator enables Users to post reviews of Events under the rules set out in the Terms and Conditions.
2. A review may be posted after the end of the Event, as a rule once per paid order concerning the given Event. The Administrator may send the Customer an individual link enabling a review to be added to the email address provided with the order, or make a review form available in the Customer Account or elsewhere on the Service. When adding a review, the User may also add a rating in the form of a number of stars.
3. A review of an Event may be posted only by a User who has purchased a Ticket for the given Event on the Service. It is prohibited to conclude fictitious or sham Sale Agreements for the purpose of posting a review.
4. Adding reviews may not be used for unlawful activities or activities infringing personal rights, intellectual property rights, the principles of fair competition, the Terms and Conditions or good practice.
5. Reviews may be published directly on the Website, in the Mobile Application, on the "Customer Comments" page, next to the Event or in other places indicated by the Administrator.

6. The Administrator ensures that the published reviews of Events come from Users who have purchased a Ticket for the given Event. If the Service presents an average rating, a number of stars or another aggregate summary of reviews, these are calculated on the basis of the reviews published for the given Event, excluding reviews removed or not published in accordance with the Terms and Conditions.
7. In order to verify the origin of a review, the Administrator sends an individual link to the email address provided at the time of purchase or makes the review form available in a manner linked to the order. In case of doubt, the Administrator may contact the author of the review in order to clarify and confirm that the review comes from a User who has purchased a Ticket.
8. Remarks, appeals against decisions concerning reviews and objections as to the origin of a review may be submitted under the complaint procedure indicated in Section 15 of the Terms and Conditions or as a report of illegal content in accordance with Section 24 of the Terms and Conditions, if they concern content that may constitute illegal content.
9. The Administrator does not post or commission the posting of untrue reviews or recommendations of Customers and does not distort the reviews or recommendations of Users in order to promote the Tickets offered. The Administrator makes both positive and negative reviews available, and sponsored reviews are not published as ordinary Customer reviews.

24. ILLEGAL CONTENT AND MODERATION

1. This Section sets out the rules for reporting illegal content and the basic rules for moderating content stored or made available on the Website, in the Mobile Application or in the Organiser Application, in particular Event descriptions, comments, reviews and other content provided by Users.
2. The Administrator's point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services within the meaning of the DSA is the email address kontakt@kupbilecik.pl. Communication with this point of contact may take place in Polish or English.
3. The point of contact for Users and other recipients of the services in matters concerning the DSA, illegal content and moderation is the email address kontakt@kupbilecik.pl with the annotation "Illegal content report".
4. A report of illegal content should contain: (1) a sufficiently substantiated explanation of the reasons why the reporting person considers the given content to be illegal; (2) a precise indication of the electronic location of the content, e.g. the URL address, the identifier of the Event, comment or review, and additional information enabling identification of the content; (3) the name and surname or the name and email address of the reporting person, except in cases where the provisions of law allow anonymous reporting; (4) a statement confirming the reporting person's bona fide belief that the information and allegations contained in the report are accurate and complete.

5. The Administrator confirms receipt of a report of illegal content if the reporting person has provided contact details enabling a confirmation to be sent. The Administrator processes reports in a diligent, non-arbitrary and objective manner and with due care, within a time limit appropriate to the nature of the report, the type of content and the risk of infringement of the law or the rights of third parties.
6. After processing a report, the Administrator may in particular: (1) leave the content unchanged; (2) restrict the visibility of the content; (3) mark the content with additional information; (4) remove the content; (5) block access to the content; (6) restrict, suspend or terminate the User's access to selected functions of the Service, if the conditions indicated in the Terms and Conditions and the provisions of law are met.
7. If the Administrator takes a decision concerning content provided by a User, it provides the User with a statement of reasons for the decision to the extent required by the DSA, unless the provisions of law or the safety of persons or systems prevent a full statement of reasons from being provided. The User may appeal against the decision under the complaint procedure set out in Section 15 of the Terms and Conditions.
8. The Administrator moderates content in order to ensure compliance with the law, the Terms and Conditions, the Event regulations, good practice, the safety of Users and the credibility of the Service. Moderation may include manual verification and technical measures supporting the detection of infringements. If the Administrator uses automated moderation measures to a significant extent, it informs Users of this to the extent required by the provisions of law.
9. A User who provides content to the Service is responsible for its compliance with the law, its truthfulness and the absence of infringement of the rights of third parties. Providing content to the Service means that the User holds the rights necessary to post it and make it available to the extent arising from the purpose of its provision.
10. The provisions of this Section do not limit the Administrator's right to take measures required by the provisions of law, orders of competent authorities, the protection of the security of the Service, the protection of personal data or the protection of the rights of third parties.

25. FINAL PROVISIONS

1. Agreements concluded through the Website and the Mobile Application are concluded in the Polish language. Language versions of the Terms and Conditions other than Polish may be made available for information purposes. In the event of discrepancies between the language versions, the Polish version of the Terms and Conditions is binding, unless mandatory provisions of law provide otherwise.
2. The Terms and Conditions are made available free of charge on the Website and in the Mobile Application in a manner that enables them to be obtained, reproduced, recorded and printed. The Administrator may make archived versions of the Terms and Conditions available on the Service or at the User's request.

3. The Administrator may mark the Terms and Conditions with a version number and the date of entry into force. In the case of an Account or an order, the Administrator may record information about the version of the Terms and Conditions accepted by the User, if this is necessary for the performance of the agreement, accountability or the defence of claims.
4. The Administrator reserves the right to amend the Terms and Conditions for important reasons, in particular: changes in the provisions of law having a direct impact on the content of the Terms and Conditions; a legal or regulatory obligation; a change in the scope or form of the Electronic Services provided; the addition of new Electronic Services; a change in the methods of payment; a change in the security rules; the need to counteract fraud, malicious software, spam, data breaches or other cybersecurity threats; technical or organisational changes affecting the use of the Website or the Mobile Application.
5. The notice period for proposed amendments before their introduction is at least 15 days from the date of notification, subject to paragraph 9. The User concerned has the right to terminate the agreement with the Administrator before the expiry of the notice period. Such termination takes effect within 15 days of receipt of the notification, unless the User indicates an earlier permissible date or the provisions of law provide for a different consequence.
6. The amended Terms and Conditions are binding on the User if the requirements set out in Article 384 and Article 384(1) of the Civil Code have been met, in particular the User has been duly notified of the amendments and has not terminated the agreement during the notice period. The User may accept the amendments earlier by an express confirmatory action or declaration, if the provisions of law allow such action.
7. In the case of consumers and Entrepreneurs with Consumer Rights, amendments to the Terms and Conditions do not affect rights acquired before the date of entry into force of the amendments; in particular, they do not affect orders placed, Reservations and Sale Agreements concluded, being performed or performed, unless the amendment is favourable to the User or arises from mandatory provisions of law.
8. If an amendment to the Terms and Conditions results in the introduction of new fees or an increase in the current fees with respect to services provided to a consumer or an Entrepreneur with Consumer Rights, the User may exercise the rights provided for by mandatory provisions of law, in particular terminate or withdraw from the agreement, if such a right is available.
9. The Administrator may amend the Terms and Conditions without observing the 15-day notice period if: (1) it is subject to a legal or regulatory obligation under which it is required to amend the Terms and Conditions in a manner that does not allow it to observe this period; or (2) it must amend the Terms and Conditions in order to address an unforeseen and imminent danger related to the protection of the Service, the Mobile Application, the Electronic Services, the Users or cybersecurity.
10. In the cases indicated in paragraph 9, the amendments are introduced with immediate effect, unless it is possible or necessary to apply a longer period, of which the Administrator informs the Users.

11. In matters not regulated by the Terms and Conditions, the generally applicable provisions of Polish law and the relevant provisions of European Union law shall apply, in particular the Civil Code, the Consumer Rights Act, UŚUDE, the GDPR, the DSA and Regulation (EU) 2019/1150 of the European Parliament and of the Council, where applicable.