



## TERMS AND CONDITIONS GOVERNING THE PURCHASE OF TICKETS ONLINE

### I. Glossary of terms

1. **Museum/Module Operator** – Museum of King Jan III's Palace at Wilanów with the registered office in Warsaw, Stanisława Kostki Potockiego 10/16, 02-958 Warsaw, having legal personality, entered in the Register of Cultural Institutions kept by the Minister of Culture and National Heritage under entry no. 39/95, NIP 951-00-54-672, REGON 010956038, phone +48 22 5442 700
2. **Module** – a module of the Museum's website intended for the purchase of electronic tickets for Events at [www.bilety.wilanow-palac.pl](http://www.bilety.wilanow-palac.pl)
3. **Museum Ticket Office** – a ticket office located in the forefield of the palace at Stanisława Kostki Potockiego 10/16, 02-958 Warsaw.
4. **Event** – thematic walks, workshops, performances, temporary exhibitions (e.g. Royal Garden of Light), special occasion events, etc., as well as guided group tours or individual sightseeing covering the palace rooms accessible to visitors and/or Wilanów Park, and taking place according to the dates indicated on the ticket and in accordance with the tour regulations available on the website [http://www.wilanow-palac.art.pl/en/palac/your\\_visit](http://www.wilanow-palac.art.pl/en/palac/your_visit).
5. **Terms and Conditions** – these terms and conditions for the online purchase of individual and group electronic tickets for Museum Events via the Module, by phone or e-mail, together with any changes made to it by the Museum in accordance with its provisions.
6. **Order** – The Order consists of tickets for Events for individual guests and groups. Placing the order results in the immediate purchase of tickets.
7. **Ordering Party** – a person purchasing individual and/or group tickets online, by phone or e-mail for Museum Events.
8. **Ticket** – a document entitling you to attend the Event within a specified period of time, containing the fee for the Event, in accordance with the data contained on the ticket.

### II. General provisions

1. These Rules and Regulations specify the detailed conditions of purchasing individual and group tickets online, by phone or by e-mail for events at the Museum.
2. The Museum provides the service of purchasing individual and group tickets online, by phone or e-mail in a manner consistent with the provisions of these Regulations. The Museum reserves the right to make changes and updates to the Regulations at any time, and information about any changes to the Regulations will be provided to the Ordering Party by posting information about the change in the Module and placing the changed Regulations in the Module and on the Museum's website.
3. Immediately after ordering tickets online, by phone or e-mail, the Ordering Party will receive a confirmation of completing the Order sent from the system by e-mail to the e-mail address provided by the Ordering Party, indicating the order number, quantity of ordered tickets, subject of the Event for which tickets were ordered, date and time of the Event and the value of the ordered tickets.
4. Before using the purchase process through the Module, the Ordering Party should read the Regulations and confirm the fact that they have read it and accepted its content by checking the appropriate box in the automatically opened window in the Module, and then complete the registration.
5. In order to purchase tickets via the Module, the Customer should use the latest version of Microsoft Edge, Mozilla Firefox, Opera, Google Chrome or Safari browser.

### III. Online purchase of individual and/or group tickets

1. Individual and/or group tickets can be purchased online via the Module.
2. The purchase of group tickets, previously ordered by phone or e-mail, can be made online, after receiving a specially generated payment link, which will be sent to the e-mail address provided during the order process. This link will direct the Customer to the PayU service.
3. In order to purchase a ticket through the Module, please fill in the purchase form and follow the instructions contained in the Module. The Museum requests that you fill in the form carefully and completely. Failure to follow the instructions contained in the Module may result in the inability to



purchase a ticket effectively. Providing incorrect data, in particular an incorrect e-mail address, may result in the inability to receive a refund for unused tickets in accordance with the provisions of point VI, section 1.

4. When buying tickets online, payments are made by electronic transfer or payment card.
5. Tickets remain the property of the Museum until confirmation of payment by the Ordering Bank is recorded by the Museum.
6. If the payment is not confirmed by the Ordering Party's Bank within 20 minutes from the moment of placing the order, the order will be automatically cancelled, of which the Ordering Party will be informed in a separate e-mail message.
7. The time of payment for the Order may be extended when placing an Order by phone or e-mail, but exceeding the agreed payment deadline also results in automatic cancellation of the order.
8. Ticket payments are handled exclusively by PayU S.A., with its registered office in Poznań, Grunwaldzka 182, via the Internet portal [www.payu.pl](http://www.payu.pl). Lack of bank confirmation referred to in sections 6 and 7 causes the money collected by the payment operator to be automatically returned to the bank account of the Ordering Party. The Ordering Party will be informed about the procedure in such a situation via an e-mail from the payment operator – PayU S.A., the owner of the portal [www.payu.pl](http://www.payu.pl), who should be contacted directly by sending an e-mail to the following address: [pomoc@payu.pl](mailto:pomoc@payu.pl) or by calling the number: +48 61 630 60 05.
9. Pursuant to the Ordinance of the Minister of Finance of 26 July 2010 on exemptions from the obligation to keep records using cash registers (Journal of Laws [Dz. U.] of 2010, no. 138 item 930), ticket sales within the scope of the order and payment via the Internet are not subject to taxation; therefore, the Ordering Party does not receive a fiscal receipt.
10. Ticket prices include VAT. In order to receive a VAT invoice, please select the option – VAT invoice – and provide the correct data necessary for issuing it.
11. The Ordering Party who purchased tickets eligible for a discount in the online sales system is obliged to present a document confirming the right to a discount before entering the Event for which the tickets were purchased. Tickets without a documented right to a discount do not entitle to enter the Event and are not refundable.
12. Once the online purchase has been paid for and the payment has been credited in accordance with sections 3 and 5, the ticket will be sent to the e-mail address provided in the form of a pdf attachment. Please immediately verify the ticket is correct and conforms with the order, in particular the amount, type of Event, its date and time.
13. A ticket printed or saved on a mobile device such as a smartphone, tablet, e-book reader is subject to verification before entering the Event and entitles the holder to participate in the Event (subject to the provisions of section 11). In the case of an electronic ticket, please ensure that your mobile device has software installed which correctly displays PDF files. In order for the ticket to be successfully scanned from a mobile device, the display screen must be set to maximum brightness.
14. The Museum reserves the right to refuse entry to the event if the ticket is damaged or illegible and verification of the barcode is impossible.
15. The Ordering Party purchasing tickets online is obliged to comply with the Rules and Regulations, the content of which can be viewed directly in the Museum or on its website: [http://www.wilanow-palac.art.pl/en/palac/your\\_visit](http://www.wilanow-palac.art.pl/en/palac/your_visit).
16. The lack of ability to purchase individual tickets via the online sales system does not mean that it is not possible to purchase tickets at the Museum ticket office as long as tickets for Events are still available for sale.

#### **IV. Protection of personal data**

1. During the process of purchasing tickets on-line, by phone or e-mail to a designated address, the Ordering Party will transfer their personal data to the Museum.
2. The Museum of King Jan III's Palace at Wilanów with the registered office at Stanisława Kostki Potockiego 10/16, 02-958 Warsaw shall be the Administrator of the personal data of the Ordering Party. The administrator can be contacted via e-mail: [muzeum@muzeum-wilanow.pl](mailto:muzeum@muzeum-wilanow.pl) or in writing to the address indicated above.
3. A Data Protection Officer has been appointed at the Museum, who can be contacted by e-mail:



iod@muzeum-wilanow.pl in all matters concerning the processing of personal data and the exercise of the rights relating to the processing of data.

4. The data will be processed for the purposes related to the implementation of the agreement for online purchase of tickets for Events referred to in the service regulations, as well as after registering an account in order to place further orders through the use of the Module for ticket sales on the website.
5. The legal basis for data processing is taking the necessary measures concerning the conclusion and performance of a sale agreement and the use of a service enabling subsequent orders – with reference to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – GDPR).
6. The collected data may be transferred to entities processing personal data on behalf of the Museum, including, among others, entities operating IT systems related to sales and financial reporting – such entities process data on the basis of an agreement with the Museum only in accordance with its instructions.
7. Personal data will be kept for a period of time specified by accounting regulations for persons who have purchased a ticket online, and in the event of non-realisation of a sale by a user with an account in Module for a period of 2 years from the last logging in to their account.
8. Everyone has the right to access and receive copies of the data, to request their rectification, erasure or restriction of their processing.
9. Each person also has the right to transfer personal data, i.e. to receive from the Museum personal data in a commonly used electronic format, which can be sent to another data controller as needed.
10. In order to exercise the above rights, please contact the Museum or the Data Protection Officer – contact details indicated above in points 2 and 3.
11. Each person also has the right to lodge a complaint with the President of the Office for Personal Data Protection.
12. Providing data is voluntary. If it is not provided, entering the agreement for online purchase of tickets will not be possible.

## **V. Complaints**

1. The Ordering Party may lodge complaints regarding the process of purchasing tickets on-line, by phone or e-mail, as well as the quality of services provided by the Museum by sending an e-mail to: [bilety@muzeum-wilanow.pl](mailto:bilety@muzeum-wilanow.pl) or by writing to the Museum of King Jan III's Palace in Wilanów with its registered office in Warsaw, Stanisława Kostki Potockiego 10/16, 02-958 Warsaw with the note "Complaint – Reservation Office" within 14 (fourteen) calendar days from the day on which the event covered by the complaint occurred.
2. In the complaint, the Order Party should indicate what the complaint concerns, the order number and the reason for the complaint, and the Museum is not responsible for incorrect complaints, in particular for incorrect or untrue data provided by the Ordering Party.
3. The Museum is also not responsible for failure to deliver a message in the event of its being blocked by the Ordering Party's anti-spam system.
4. The complaint will be reviewed by the Museum within 14 (fourteen) calendar days from the date of receipt of the complaint by the Museum. The Museum will inform the Ordering Party about the outcome of the complaint in writing or by e-mail to the address indicated in the complaint immediately after the complaint has been reviewed.
5. Review of the complaint by the Museum does not exclude the Contracting Party's right to pursue claims under the general rules of the Civil Code and the provisions of the Consumer Rights Act of 30 May 2014. (Journal of Laws [Dz. U.] of 2017, item 683, as amended).

## **VI. Return and exchange of tickets**

1. If the Event does not take place due to reasons attributable to the Museum, the Museum will accept returns of tickets purchased online and will refund the amount paid based on the provisions of section 2.
2. Returns for reasons referred to in section 1 for tickets paid for at the Museum ticket office can only be made at the Museum ticket office.



3. Purchased tickets are not subject to return or exchange for tickets at a different price or for another Event or another date of the Event, subject to the provisions of section 1 hereof.
4. Arriving later than 15 (fifteen) minutes after the start time of the Event, indicated on the ticket or in the e-mail confirming the Order, results in the inability to participate in the same Event, except for such Events as: temporary exhibitions (e.g. the Royal Garden of Light) or individual park tours and group tours of the park with their own guide, where the validity period of the ticket is indicated on the ticket (time frame).
5. In accordance with Article 38, point 12 of the Consumer Rights Act of 30 May 2014 (Journal of Laws [Dz. U.] of 2019, item 134, 730, 1495, as amended), the right to withdraw from a distance contract does not apply to services related to Cultural Events, if the contract specifies the date or period of service provision.

## **VII. Final provisions**

1. Tickets purchased at the Museum ticket office and online may not be copied or altered.
2. The Museum is not responsible for the functioning of the Internet connection, through which tickets are purchased. The Museum is not responsible for messages or other data lost on the Internet, individual settings of computers and the method of configuration, as well as settings or interruptions in the provision of services that occur with Internet access providers.
3. In the event of any irregularities in the Module of online ticket purchase, placed on the website, please immediately contact us by phone from Monday to Friday between 9 a.m. and 4 p.m. at +48 22 5442 850 or at the following e-mail address: [bilety@muzeum-wilanow.pl](mailto:bilety@muzeum-wilanow.pl).
4. The Museum is not responsible for tickets damaged or lost by the Ordering Party.
5. When purchasing tickets online, by phone or e-mail, the Ordering Party is obliged to familiarise themselves with these regulations, provide true data, as well as not to send any illegal content.
6. Buying tickets online through the Module, by phone or e-mail does not involve any costs other than the cost of connection to the Internet network or telephone operator, which is borne by the Ordering Party, in accordance with the rates of the Internet provider or operator, whose services are used by the Ordering Party.
7. These Terms and Conditions of Purchase of Tickets online, by phone or e-mail are available on the following website [http://www.wilanow-palac.art.pl/en/palac/your\\_visit](http://www.wilanow-palac.art.pl/en/palac/your_visit) in the Museum's ticket office and the cloakroom of the Museum.