

TERMS AND CONDITIONS OF MAKING RESERVATIONS AND PURCHASING TICKETS AS WELL AS MERCHANDISE AT TEATR WIELKI – POLISH NATIONAL OPERA

CHAPTER I

GENERAL PROVISIONS

§1 Scope

These Terms and Conditions govern the sale of Tickets to Events and Tours organised by Teatr Wielki – Polish National Opera on and off its premises as well as Merchandise offered via the website www.butik.teatr Wielki.pl as well as at the Theatre's Box Office.

§2 Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

1. **The Theatre:** Teatr Wielki – Polish National Opera, the state artistic institution entered in the Register of Cultural Institutions (RIK) kept by the Polish Ministry of Culture and National Heritage with no. 47/98, NIP 525-20-59-432, REGON 013055028, herein also referred to as **Seller**.
2. **Terms and Conditions:** the present document governing the sale and use of Tickets to Events and Tours held on or off the Theatre's premises as well as the sale of Merchandise and use of Prepaid Cards issued by the Theatre.
3. **Boutique:** the gift shop operated by Teatr Wielki – Polish National Opera at www.butik.teatr Wielki.pl and on the Theatre's premises.
4. **Box Office:** physical point of ticket and merchandise sale located on the Theatre's premises.
5. **Buyer:** any individual, legal person, or organisational unit without legal personality that uses the Theatre's online or in-store transaction system.
6. **Event:** any artistic or educational event, including performances, concerts, workshops, tours, etc. held on or off the Theatre's premises for which tickets may be booked and bought via the Theatre's booking and transaction system.
7. **Ticket:** a ticket to an Event bought in person and issued by the Box Office or booked through the Ticket Service, paid for by online transfer and delivered to the Buyer by e-mail as a PDF file.
8. **E-ticket:** a ticket to an Event bought online and delivered to the Buyer as a PDF file, bearing a unique verification code.
9. **Season:** an artistic season beginning and ending as per information provided in advance at www.teatr Wielki.pl and www.butik.teatr Wielki.pl.

10. **E-book:** publication in electronic form stored digitally readable with the use of appropriate software installed on an electronic device (e.g. a personal computer, e-reader, tablet, smartphone). E-books are digital files whose format varies depending in the e-book's content.
11. **Merchandise:** the Theatre's publications, namely hardcopy books and programmes, posters, gifts, e-books and other products associated with the Theatre's primary activity.
12. **User:** any person who holds a Ticket and/or Prepaid Card issued by the Theatre.
13. **Member of the Audience:** any person who attends an Event.
14. **Order:** a document by which the Seller and the Buyer agree the object of the transaction and its price in the event that a Ticket or Merchandise has been purchased but cannot be collected immediately. It can take the form of an e-mail or telephone Order that has been written down and confirmed.
15. **Prepaid Card:** a certificate issued in the form of a ticket card or a PDF file which is activated once loaded and may be used by its bearer to make multiple purchases at the Box Office, in-store at the Boutique or online through www.butik.teatr Wielki.pl. A Prepaid Card is not an electronic payment instrument, electronic money or a payment card.
16. **Concession:** a percentage reduction in the price of a Ticket for a certain category of User, herein also referred to as **Discount**.
17. **Ticket Service:** the Ticket Service of Teatr Wielki – Polish National Opera in Warsaw, tel. +48 22 692 02 08, +48 22 692 02 10, +48 22 826 50 19, e-mail: bow@teatr Wielki.pl.
18. **Donation:** a sum of money considered to be a donation in accordance to the provisions of the Polish Civil Code made by a Benefactor to the Theatre.

CHAPTER II

GENERAL PROVISIONS

§1 General information. Sales system operators

1. All Ticket and Merchandise prices are listed in the Polish zloty (PLN), include all taxes due (including VAT) and become binding as of the moment of placing the Order.
2. Payments for Tickets and Merchandise may be made in cash, by a payment card or by a Prepaid Card at the Box Office or by electronic means, through a payment link generated by the PayU system, by a payment card or the other means accepted by the payment service provider, as well as by bank transfer.

3. If you pay by bank transfer, please enter the transaction's details exactly as specified by the payment service provider.
4. In the case of bank transfers, the payment is considered effective when the sum due is credited to the bank account specified in the Order based on the payment link.
5. The payment service provider charges a handling fee of 1% on every online transaction made by a payment card or the other means accepted by the payment service provider. The fee is nonrefundable, including in the event of Ticket refunds made at the Buyer's request and following an Event cancellation.
6. Online payments are operated by PayU S.A. registered in Poznań, at ul. Grunwaldzka 186, 60-166 Poznań, a registered payment service provider supervised by the Financial Supervision Authority (Poland) and registered with the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register with the KRS no. 0000274399, initial capital: 7,789,000.00 Polish złoty, paid in full, NIP No. 7792308495, REGON No. 300523444, tel. +48 61 628 45 05.
7. The booking and sales of Tickets, Merchandise, and Prepaid Cards and other products offered by the Theatre is done through the IKSORIS software developed by SoftCOM Spółka Jawna, Piotr Szuba, Tomasz Wierzbowski registered in Wrocław, at ul. Buforowa 115, 52-131 Wrocław, NIP: 8951781314, REGON: 932843464.
8. Card payments are handled by Fiserv Polska S.A. (Polcard) registered in Warsaw, at Al. Jerozolimskie 100, 00-807 Warszawa, a registered payment service provider supervised by the Financial Supervision Authority (Poland) and registered by the District Court for Warsaw in the register of enterprises of the National Court Register kept by the District Court for Warsaw, ul. Marszałkowska 82, 00-517, with no. KRS 0000061293, initial capital: 123,609,300.00 Polish złoty paid in full, NIP 5260210429, REGON 012873434.

CHAPTER III TICKET BOOKING

§1 Booking of Individual Tickets

1. You may book individual tickets with the Ticket Service by phone only. The Ticket Service Office opening hours are available at www.teatr Wielki.pl and www.butik.teatr Wielki.pl.
2. When booking a ticket you will be asked to provide:
 - your full name,
 - telephone number and
 - e-mail address.

3. You may book a ticket 30 days before the date of the Event at the latest.
4. Tickets must be purchased within 14 days of the booking date, otherwise the the booking is cancelled. The Theatre reserves the right to change the hold period for selected Events, of which the Buyer will be notified when making the booking.
5. In every event, the number of bookable Tickets for an Event is limited and does not exceed 50% of all tickets available for sale.
6. The Theatre does not send or deliver booked Tickets, except of e-Tickets delivered by e-mail in a PDF form if the Buyer requests that when placing the Order.

§2 Group Bookings

1. Group bookings are accepted by the Ticket Service by phone only. The Ticket Service Office opening hours are available at www.teatr Wielki.pl and www.butik.teatr Wielki.pl.
2. A group booking is a booking of at least 15 tickets for the same Event on the same date made by the same person, company or organisation.
3. A group booking may be made 30 days before the Event date at the latest.
4. A group bookings must be confirmed in writing. After you make the booking, you will receive an e-mail with a link to a website where you may download the Group Booking Order Form.
5. The Group Booking Order Form must be submitted to the Ticket Service within 3 working days of the booking date by e-mail to bow@teatr Wielki.pl or fax (+48 22) 826 02 68, otherwise the booking will be cancelled.
6. The hold period for a group booking is arranged with the Ticket Service on a case by case basis, but cannot extend beyond 14 days as of the date of making the booking. Failure to purchase the Tickets within the agreed period results in the cancellation of the booking. The Theatre reserves the right to change the hold period for selected Events, of which the Buyer will be notified when making the booking.
7. In every event, the number of bookable Tickets for an Event is limited and does not exceed 50% of all tickets available for sale.

CHAPTER IV

IN-STORE SALES

§1 In-store sales of individual and group Tickets

1. Single and group Tickets may be bought directly at the Theatre's Box Office. The Box Office opening hours are available at www.teatr Wielki.pl and www.butik.teatr Wielki.pl. For an hour

before the curtain-up priority is given to customers who wish to buy Tickets to the upcoming Event.

2. The Box Office accepts payments in cash, by a payment card or a Prepaid Card. The Theatre does not take responsibility for any card payment breakdowns on the part of the payment service provider.
3. VAT invoices are issued on request. The request must be submitted within 90 days as of the end of the month when the Ticket or Merchandise was delivered or services performed, based on the cash register receipt. Businesses and organisations must provide the relevant tax identification number (NIP) before making the payment.
4. The Theatre offers regular, concessionary and rush tickets.
5. Rush tickets go on sale not earlier than an hour before the curtain-up. The number of rush tickets offered for Events held at the Moniuszko Auditorium is limited and depends on seat availability.
6. The Theatre reserves the right to sell tickets to selected events as part of special promotions.
7. The Theatre reserves the right to launch and call off sales promotion activities.

§2 In-store Merchandise sales

1. Merchandise may be bought in-store at the Boutique located in the left wing of the Theatre and in the main lobby. The Boutique in the left wing of the Theatre also sells Tickets and Prepaid Cards.
2. The opening hours are available at www.teatr Wielki.pl and www.butik.teatr Wielki.pl.
3. All the Merchandise offered by the Boutique is brand new, free of any physical or legal faults, and are legally marketed in Poland.
4. The prices are denominated in the Polish zloty (PLN).
5. Information on the Merchandise sold at the physical Boutique, current social offers, or changes in opening hours is also listed on www.butik.teatr Wielki.pl.
6. Payments are made at the cash desk of the physical Boutique in cash, by a payment card or a Prepaid Card. Buyers are issued with a cash register receipt or VAT invoice.
7. VAT invoices are issued on request. The request must be submitted within 90 days as of the end of the month when the Ticket or Merchandise was delivered or services performed, based on the cash register receipt. Businesses and organisations must provide the relevant tax identification number (NIP) before making the payment.

8. Purchases made via www.butik.teatr Wielki.pl may be collected during the opening hours of the Boutique in the left wing of the Theatre.
9. You may contact the physical Boutique by e-mail at butik@teatr Wielki.pl or phone +48 22 692 07 87; the opening times are listed on www.butik.teatr Wielki.pl.
10. The Boutique does not accept returns of Merchandise.

CHAPTER V

ONLINE SALES OF TICKETS AND MERCHANDISE

§1 General provisions

1. Tickets and Merchandise may be bought online 24 hours a day exclusively via www.butik.teatr Wielki.pl.
2. To shop at the Boutique, you need the following: a device connected to the Internet, an e-mail address, a web browser, such as Firefox 3.0 or newer, Chrome 35 or newer, Internet Explorer 10 or newer, etc., a black-and-white printer or a mobile device (smartphone, tablet, e-reader) that may process PDF files and display the e-Ticket.
3. To buy Tickets and Merchandise online you need to have an active e-mail account.
4. As a Buyer, you are prohibited from including illegal content in your communication with the Theatre.
5. When placing an Order online you will be required to immediately make the due payment.
6. The payment may be made by electronic means only, namely by a payment card, an online money transfer or a Prepaid Card.
7. The payment service provider charges a handling fee of 1% on every online transaction. The fee is nonrefundable, including refunds made at the request of the Buyer and in the event of Event cancellation.

§2 General provisions on placing Orders online

1. You may buy Tickets and Merchandise as part of one transaction.
2. Prepaid Card issuing and loading as well as making Donations to the Theatre must be separate transactions.
3. To buy Tickets and/or Merchandise via the Theatre's website at www.butik.teatr Wielki.pl the Buyer must:

- a) select the desired date of the Event and/or Merchandise
- b) select a seat (or seats) and the price variant (if more than one is available)
- c) select the delivery method (e-tickets and e-books are delivered by electronic means only)
- d) provide the Buyer's first and last name, address, e-mail address, and telephone number
- e) read and accepting these Terms and Conditions
- f) give the mandatory consents
- g) confirm the online Order
- h) make the payment by electronic means, using a payment card, online money transfer, Prepaid Card or other means made accepted by the payment service provider.

4. After the Buyer makes the payment, they receive:
– a confirmation of payment
– a confirmation of transaction sent to the e-mail address provided by the Buyer together with the Ticket in a PDF form and/or a notice that the e-book is available on their Account page for downloading.

5. To make a Donation to the Theatre via the website www.butik.teatr Wielki.pl the Benefactor must:

- a) select the sum to be donated
- b) providing the Benefactor's first and last name, address, e-mail address, and telephone number
- c) read and accept these Terms and Conditions
- d) give the mandatory consents
- e) confirm the Donation
- f) make the payment by electronic means, using a payment card, an online money transfer, a Prepaid Card or other means accepted by the payment service provider.

6. After the Benefactor makes the payment, they receive:
– a confirmation of payment status
– a donation receipt necessary to declare the donation, which will be sent to the e-mail address provided by the Buyer.

7. To have a Prepaid Card issued or loaded via the website www.butik.teatr Wielki.pl the Buyer must:

- a) provide the card's number (if the Buyer is already in possession of a card)

- b) select the sum to be loaded
- c) provide the Buyer's first and last name, address, e-mail address, and telephone number
- d) read and accept these Terms and Conditions
- e) give the mandatory consents
- f) confirm the online Order.

8. After the Buyer makes the payment, they receive:
– a confirmation of payment
– a confirmation of transaction together with the Prepaid Card in a PDF form, which will be sent to the e-mail address provided by the Buyer.

9. The Theatre shall not be responsible for the consequences of providing incorrect or false details in the online Order by the Buyer and failing to acquaint themselves with these Terms and Conditions.

10. You may cancel or modify your online Order only until you confirm the payment.

11. The Order is considered placed when the Theatre receives a confirmation of payment from the Buyer's bank.

12. If your bank fails to send in a payment confirmation within 40 minutes of placing the online Order, the Order is automatically cancelled.

13. In the event that the online Order is automatically cancelled, any amount debited from your account will be withheld by the payment service operator, PayU S.A. (ul. Grunwaldzka 186, 60-166 Poznań). Please contact the payment service operator directly via e-mail or by phone to receive e-mail instructions about the next steps to be taken. The amount may be withheld towards your next Order with the Theatre or will be returned to your bank account.

14. The Theatre shall not be responsible for the consequences of any malfunction of the PayU system.

15. Under the Resolution of the Minister of Finance (Poland) of 22 December 2021 on exemptions from the obligation to record sales with the use of cash registers, transactions covered by these Terms and Conditions are exempt from the aforementioned obligation and the Buyer shall not receive a cash register receipt.

16. The Buyer may be issued a VAT invoice. To request a VAT invoice, you need to tick the relevant box when placing the Order and provide the necessary billing details.

17. The responsibility for providing correct or billing details lies with the Buyer.

§3 Detailed provisions on buying Tickets online

1. Online sale of Tickets for a given Event ends 3 hours before the curtain-up. For selected Events, the Theatre reserves the right to change the closing time.
2. On the Theatre's part, online sale of Tickets is operated by the Ticket Service.
3. The Theatre reserves the right to sell tickets to selected Events, Merchandise and e-Books as part of sales promotion activities designed on a case by case basis.
4. You can buy up to 14 Tickets to a given Event in a single session. The Theatre reserves the right to offer less Tickets per session for selected Events.
5. After you have successfully made the payment, you will receive a confirmation via e-mail. If you have bought Tickets they will be attached to the e-mail in a PDF form. Please save or print the ticket on white paper, size A4, so that the code is legible. If you have bought Merchandise, you will receive a pro forma invoice.
6. You may display the Ticket on your mobile device on condition that the 2D code is legible for the Theatre's ticket scanners. If the device requires Internet access to display the Ticket, the resultant costs are paid by the Buyer, according to their Internet plan.
7. You will be asked to display your Ticket when entering the Theatre to attend the Event.
8. The Theatre reserves the right to refuse entry to a ticket holder whose Ticket is damaged or illegible making it impossible to verify the code, or in the event that the code has already been used.
9. You are not allowed to erase or remove any information provided on the Ticket. An altered ticket is invalid, and the Buyer is not eligible for a refund.
10. The screen of the device on which the e-ticket is displayed may not be damaged or dimmed.
11. An e-Ticket entitles you to enter one specific Event.
12. An individual e-Ticket provides entry for one person.
13. Your e-Ticket will be checked at the time of entering the Theatre and cannot be reused.
14. Photocopying, scanning, or copying e-Tickets is not permitted and results in the cancellation of the Ticket.
15. You cannot make your e-Ticket available to third parties.

16. A ticket holder may be asked to present an identification document when entering the Theatre.
17. Latecomers will only be allowed to the auditorium during intermissions.
18. The Theatre does not accept returns of unused tickets to Events that have already taken place or that have started.

§4 Delivery of Merchandise

1. All Merchandise, except for e-Books, is delivered to the address provided by the Buyer in the Order by Poczta Polska or UPS. Purchases may also be collected in person by the Buyer at the Theatre without any extra fee.
2. Applicable delivery costs may be found at www.butik.teatr Wielki.pl (Shipping and Delivery).
3. The Boutique shall not accept responsibility for unsuccessful or delayed delivery if the address provided by the Buyer was inaccurate or incorrect.
4. If the Buyer decides to collect the purchases in person, they will be notified about the pickup date by e-mail.
5. To collect their purchases in person, the Buyer must present the Order number.
6. Purchases must be collected within 14 days of the pickup date.
7. In the event that purchases are not collected within the deadline set out in (6) above, the Theatre will send the Buyer an e-mail reminder urging them to collect the purchases within 7 working days as of the date of the e-mail.
8. In the event that purchases are not collected within the deadline set out in (7) above, the Theatre will request the Buyer by e-mail to indicate a bank account to which the Order total should be returned.
9. In the event that the Buyer fails to respond to the e-mails described in (7) and (8) above, the Order total is retained by the Theatre until any and all claims related to the transaction become time-barred.

§5 The right of withdrawal: Merchandise

1. Buyers of Merchandise have the right to withdraw from the contract within 14 days without any justification.
2. The withdrawal period starts on the date stated on the cash register receipt or VAT invoice, or on the day the Buyer or their representative collects the purchases from a courier or at the Theatre.

3. To withdraw from the contract, the Buyer must notify the Boutique about their intention by sending the notice on the exercise of the right of withdrawal from the contract concerning the sale of Merchandise by e-mail to butik@teatrwilki.pl or by post to Butik Teatr Wielki - Opera Narodowa, plac Teatralny 1, 01-950 Warszawa, 'Odstąpienie od umowy'. To do so, the Buyer may use the template which is Exhibit 1 hereto.
4. Without undue delay, the Boutique will sent the Buyer a conformation of receiving the notice to the e-mail address indicated in the notice.
5. The Buyer must return the Merchandise along with the case register receipt or a hardcopy of the VAT invoice the the physical gift shop in the Theatre within 14 days of the date of withdrawal, either in person or by post to Butik Teatr Wielki - Opera Narodowa, plac Teatralny 1, 01-950 Warszawa.
6. The Theatre will refund all payments made by the Buyer, including the cost of shipment, if applicable, within 14 days of the date of receiving the notice on the exercise of the right of withdrawal from the contract concerning the sale of Merchandise. The Theatre may withhold the refund until the Merchandise is returned or the Buyer presents a document proving that the Merchandise was sent back, depending on which occurs first.
7. The refund will made to the bank account indicated by the Buyer or to a Prepaid Card. Refunds for purchases paid for with a Prepaid Card can only be made to the Prepaid Card.
8. In the event that the delivery method chosen by the Buyer was not the cheapest option offered by the Boutique, the Theatre will not refund the extra cost to the Buyer.
9. The cost of returning the Merchandise will be borne by the Buyer.
10. The Buyer is responsible for any decrease in the value of the Merchandise as a result of the Merchandise being used beyond what is necessary to determine the nature, characteristics and functionality of the Merchandise.
11. According to the Polish Consumer Rights Act of 30 May 2014, section 38(5), 38(9) and 38(10), the Buyer does not have the right to withdraw from a contract concerning the sale of audio and video recordings and other goods delivered in a sealed package if the package has been opened after the purchase or delivery.

CHAPTER VI REFUNDS

§1 Refunds for tickets bought in-store and online

1. Refunds are made in cash, on a payment card or a Prepaid Card, or by bank transfer to a bank account, depending on the date of refund and method of payment.

2. You may request a refund for individual Tickets purchased in-store at the Theatre's Box Office (including Tickets booked via the Ticket Service) or online to be made in cash, on a payment card or a Prepaid Card, or by bank transfer to a bank account up to 3 calendar days before the Event date, excluding the day of requesting the refund and the day of performance. After the three-day mark but before the day of the performance, refunds will be made to Prepaid Cards only (which you may request at the Box Office or online, using the Prepaid Card Refund Request form). No refunds are made on the Event date.
3. You can request a refund for a group booking:
 - up until 3 days if you want a refund for 15–20 tickets
 - up until 7 days if you want a refund for 21–25 tickets
 - up until 10 days if you want a refund for more than 26 ticketsYou cannot request a refund if this would reduce the number of booked tickets to less than 15. No refunds are made on the performance date.
4. To receive a refund at the Box Office, the Buyer need to present the relevant receipt or VAT invoice.
5. To receive a refund on a Prepaid Card, the Buyer must present the relevant receipt or VAT invoice at the physical Box Office or fill out and submit the Prepaid Card Refund Request form available on www.butik.teatr Wielki.pl and www.teatr Wielki.pl. Incomplete and incorrectly filled out requests will not be considered.
6. To receive a refund on a bank account, the Buyer must fill out and submit the Refund Request form available on www.butik.teatr Wielki.pl and www.teatr Wielki.pl. Incomplete and incorrectly filled out requests will not be considered.
7. The refund will be made without undue delay, not later than within 30 days as of the submission of the Refund Request or the Prepaid Card Refund Request.

§2 Refunds for tickets in case of Event cancellation

1. If an Event is cancelled, Ticket holders may obtain refunds in cash, on a payment card, by bank transfer to the bank account used to make the original purchase, or to a Prepaid Card.
2. In the case of Tickets purchased following a booking, the Ticket holder will be notified about the Event cancellation or change in the programme as well as refund options by e-mail on the address provided in the Order Form. If the information provided in the Order Form is incorrect or false, the Theatre is not liable for failing to provide the Buyer with the above information.
3. The Buyer must confirm the receipt of the information as specified in (2) above by sending a reply to the e-mail address indicated, specifying the type of refund they choose.

4. Refunds for Tickets paid for by bank transfer are made without undue delay and no later than within 30 working days of the receipt of the Buyer's replay as specified in §4(3) above.
5. You may also request a refund for a cancelled Event at the Theatre's physical Box Office.

CHAPTER VII

CONCESSIONS AND ADMISSION DOCUMENTS

§1 Individual concessions

1. The Theatre offers the following individual concessions to selected Events and price zones:

- 20% discount for CHILDREN UNDER 6, CHILDREN and CHILDREN/YOUTH, offered to:
 - children aged 6 or younger
 - pupils aged 16 or younger
- 20% discount for PUPILS UNDER 26, offered to:
 - primary and secondary school pupils aged under 26
 - students aged under 26
- 25% discount for STUDENTS UNDER 26, offered to:
 - university students aged under 26
- 20% discount for DISABILITY PENSIONERS/SENIOR CITIZENS, offered to:
 - disability and old age pensioners
 - people with a disability certificate
 - people aged 70 and older
- 25% discount for KARTA DUŻEJ RODZINY, offered to:
 - holders of Karta Dużej Rodziny (Big Family Card)
- Up to 65% discount for MUSIC STUDENTS UNDER 26, offered to:
 - pupils of schools of music under 26
 - students in musicology and of music colleges and under 26
- Up to 65% discount for PHD STUDENTS IN MUSICOLOGY, offered to:
 - PhD students in musicology and PhD students of music colleges aged under 30
- Up to 65% discount for BALLET STUDENTS UNDER 26, offered to:
 - students of ballet schools aged under 26.

2. The above concessions apply both online and in store.

§2 Group concessions

1. The Theatre offers the following group concessions to selected Events and price zones:
 - 30% discount for GROUPS, offered to groups consisting of more than 15 people
 - GROUP LEADER: for every 15 tickets for the same Event, one ticket is 1 Polish złoty
2. The above concessions apply only in store.

§3 Individual and Group concessions: Detailed provisions

1. As a holder of a concessionary Ticket, you will be asked to document your eligibility when entering the Theatre. Failing to present a valid proof of eligibility, you will be denied entry to the Event without the right to demand a refund. You may decide to pay the remainder of the entry fee at the Box Office before the start of the Event, yet must accept the resultant risk of coming late to the performance and suffering other inconvenience. Groups are required to deliver the relevant form within 3 working days following the making of a group booking.
2. The Theatre accepts the following proofs of eligibility:
 - a) ID card or certificate issued by an authorised institution
 - b) certificate issued by the school in the year when the Event is taking place
 - c) ISIC card for international students under 26 years of age that entitles the holder to a 25% discount.
3. The price of a concessionary Ticket cannot be lower than:
 - the price of a Ticket in the cheapest pricing zone in the Moniuszko Auditorium in the case of Events held at the Moniuszko Auditorium,
 - the price of the rush ticket for a given Event in the case of Events held at the Młynarski Hall and other venues at the Theatre.

CHAPTER VIII

PREPAID CARDS

§1 Issuance of Prepaid Cards

1. You may request a Prepaid Card at the Box Office, via www.butik.teatr Wielki.pl or by submitting the request for a refund as specified in V(§1)(2) herein.
2. When requesting a Prepaid Card, the Buyer will be required to provide:
 - (a) their full name,
 - (b) their telephone number,

- (c) their e-mail address.
3. When requesting a Prepaid Card at the Box Office, the Buyer must pay in the exact sum they want added on their Prepaid Card with cash or a payment card. Once the transaction is complete, the Buyer will receive their Prepaid Card printed on a ticket template.
 4. When requesting a Prepaid Card online, the Buyer must pay in the exact sum they want added on their Prepaid Card by electronic means: a payment card or an online money transfer. Once the transaction is complete, the Buyer will receive their Prepaid Card by e-mail in a PDF format.
 5. The minimum sum that may be loaded on your Prepaid Card is 10 Polish złoty.
 6. The payment service provider charges a handling fee amounting to 1% of the loading total every time you load your Prepaid Card online. The handling fee is nonrefundable.
 7. Having received the funds to be added to your Prepaid Card, the Theatre as the Issuer will first hand you your Prepaid Card and then accept it at the Box Office and Boutique until its expiry date. The funds you paid in become the property of the Issuer once the Prepaid Card is activated.
 8. VAT invoices are not issued for Prepaid Card loading.
 9. Your Prepaid Card is active for a year from the moment of its first loading, after which it will expire.
 10. The Theatre reserves the right to extend the validity period of a Prepaid Card.
 11. Once your Prepaid Card has been loaded you must use the funds before the card expires. You will not be able to redeem the card after its expiry date.
 12. Should you delete the e-mail with the Prepaid Card attached or lose a hardcopy Prepaid Card, the Theatre may recover the Prepaid Card number, having verified your data.
 13. No interest will be paid on the funds loaded on your Prepaid Card; the funds are nonrefundable in part or in full.
 14. Your Prepaid Card cannot be exchanged for cash in part or full and is nonrefundable even if it is not redeemed by its expiry date.

§2 Use of Prepaid Cards

1. A Prepaid Card can be loaded at the Box Office or Boutique, both in-store and online. The minimum amount that can be added to a Prepaid Card is 10 Polish zloty.

2. You may use your Prepaid Card to pay for the available Tickets and Merchandise offered by the Theatre at the Box Office and the Boutique, both in-store and online. When buying an e-Book with a Prepaid Card, you must make the payment by electronic means.
3. The Theatre will accept activated and valid Prepaid Cards at the Box Office and the Boutique, both in-store and online. Every purchase you make will be charged against the Prepaid Card's balance.
4. In the event that the funds on your Prepaid Card are not enough to pay for the purchase total at the physical Box Office, you must load the remaining sum on the Prepaid Card with cash or a payment card.
5. In the event that the funds on your Prepaid Card are not enough to pay for the purchase total, you must load the remaining sum on the Prepaid Card with a payment card or online transfer. The payment service provider charges a handling fee amounting to 1% of the loading total every time you load your Prepaid Card online. The handling fee is nonrefundable.
6. In the event that the purchase total is smaller than the sum on the Prepaid Card, the unused funds will not be paid out to you.
7. You may use one Prepaid Card per transaction.
8. You may use your Prepaid Card to make multiple purchases until all the funds on the card have been used or the card has expired.
9. The Theatre may not accept your Prepaid Card for technical reasons, in particular when:
 - it is impossible to connect to the Theatre's IT system
 - the card has expired
 - you are unable to provide the Prepaid Card number.
10. The Theatre will not be responsible for the consequences of not accepting your Prepaid Card due to circumstances the Theatre cannot control, in particular in the event of loss of electronic or telephone connection to the Prepaid Card management system.
11. As a Prepaid Card bearer you may only purchase Tickets and Merchandise that are available for sale to the general public at any given time.
12. It is not possible to transfer funds from one Prepaid Card onto another.
13. Your Prepaid Card cannot be cancelled or blocked.
14. A transaction made with the Prepaid Card by an unauthorised user will be valid. The Theatre cannot be held responsible in such event.

15. Protect your Prepaid Card against loss.
16. You will receive an accounting note to confirm that your Prepaid Card has been activated.
17. As a user of a Prepaid Card you are obligated to acquaint yourself with these Terms and Conditions, which are available at the Box Office and on butik.teatr Wielki.pl, and abide by them.

CHAPTER IX

INFORMATION FOR VISITORS

§1 Information for audience members using wheelchairs

1. The main auditorium is accessible on a wheelchair.
2. Wheelchair users are required to contact the Ticket Service before booking and buying Tickets for Events held in the Młynarski Hall and Redutowe Rooms at bow@teatr Wielki.pl or by phone. For technical and security reasons, the Theatre reserves the right not to offer wheelchair places in the Młynarski Hall and Redutowe Rooms.
3. The Theatre offers special places for wheelchair users and their carer.
4. The price of a Ticket for a wheelchair user is the same as the price of a Ticket in the cheapest pricing zone for the Event.
5. Places for wheelchairs may be booked no later than 7 days before the Event. For technical reasons, the number of wheelchair places is limited.
6. For technical and security reasons, the Theatre reserves the right not to offer wheelchair places for selected Events.
7. At the Theatre there are lifts and toilets accessible on a wheelchair.

§2 Information for audience members with a hearing impairment

1. Audience members with a hearing impairment may book a personal hearing amplifier for an Event.
2. To book a personal hearing amplifier, please contact the Audience Services at +48 22 6920324 or dow@teatr Wielki.pl.
3. The number of amplifiers is limited.

§3 Information for audience members who are blind, visually impaired or have a physical disability and require an assistance dog

1. Audience members who are blind or visually impaired may request the assistance of the Theatre personnel when moving around the Theatre. To facilitate the best possible service during the Event, please contact the Audience Services at +48 22 6920324 or dow@teatr Wielki.pl beforehand.
2. According to section 20a(1) of the Polish Act on Professional and Social Rehabilitation and Employment of People with Disabilities of 27 August 1997 (Dz.U.2019.1172 of 25 June 2019), people with disabilities may attend Events accompanied by an assistance dog.
3. To enter the Event, the assistance dog must have a harness, a certificate confirming its status and a valid vaccination certificate.
4. The disabled person is responsible for any damage caused by their assistance dog.
5. The assistance dog does not have to be on a leash or wear a muzzle.
6. In the event that the assistance dog disrupts the Event, the Theatre personnel may ask the disabled person to control the dog and as a last resort ask the person to leave the Theatre without refunding their ticket.
7. A disabled person attending an Event with an assistance dog is charged no additional fees.
8. In the event that it is impossible for an assistance dog to stay near the disabled person during the Event because of the seat location, the Theatre personnel may ask the person to change seats so that both the disabled person and other members of the audience are more comfortable.

§4 Attending an Event

1. By purchasing a ticket for an Event, the Buyer accepts these Terms and Conditions.
2. The Theatre reserves the right to make changes to the season programme and/or cast. Such changes are announced at the Theatre's website, www.teatr Wielki.pl. A casting change does not constitute grounds for requesting a refund.
3. Tickets are checked once, meaning that the same Ticket (or the same code, in case of e-Tickets) cannot be used again by another person, even if the Ticket is issued for more than one seat.
4. A Ticket that has been photocopied, scanned, altered or whose code is illegible will be considered invalid.
5. A Ticket holder may be asked to present an identification document when entering the Theatre.
6. Minors must be accompanied by an adult with the exception of educational events indicated by the Theatre, dedicated to children or organised based on separate rules. In the case of such

Events, the presence of a minor at the Event is construed to mean their guardian's consent to their participation in the Event. The behaviour of minors is the responsibility of their guardians.

7. Members of the audience who disrupt an Event may be asked to leave the auditorium without the right to request a Ticket refund.
8. Events start on time. Audience members must take their seats in the auditorium before the start of the Event. Latecomers are admitted to the auditorium only during an intermission, if one exists and do not have the right to request a Ticket refund.
9. Eating or drinking in the auditorium is strictly forbidden.
10. While in the auditorium, the audience must turn off sound in their mobile phones, electric watches, or any other devices that may emit sound or light.
11. Audio recording, photographing or filming during performances is strictly forbidden.
12. Smoking and using electronic cigarettes is prohibited everywhere in the Theatre.
13. Except for IX§3 above, it is forbidden to bring animals to the Theatre.
14. Members of the audience who do not follow instructions from the Theatre's personnel and have breached these Terms and Conditions or endangered other members of the audience will be asked to leave the Theatre without the right to request a Ticket refund or exchange.
15. In the event that an Event is interrupted by a member of the audience who does not comply with these Terms and Conditions, the cost of the interruption is borne by the member of the audience who caused it.
16. A Ticket holder may be denied entry to the Theatre due to security reasons, when they are under the influence of alcohol or intoxicating substances, or may be in the possession of weapons or other potentially dangerous items.
17. The Theatre reserves the right to change the standard booking process to selected Events as part of sales promotion activities designed on a case by case basis.
18. The terms and conditions of attending Events organised by the Theatre off its premises shall be set out in separate documents.
19. A replacement fee for a lost cloakroom number is 50 Polish zloty.
20. The Theatre may introduce a new type of Ticket on a temporary or permanent basis.

§5 Complaints

1. Complaints about:
 - an Event or the website www.butik.teatr Wielki.pl should be filed to bow@teatr Wielki.pl,
 - a Tour should be filed to wycieczki@teatr Wielki.pl.
2. By accepting these Terms and Conditions, the Buyer acknowledges that the following seats in the Moniuszko Auditorium are restricted view seats: Upper Circle (Balkon I): Row I, seats 8–28 and 65-85, and Boxes A, B, C, R, S, T; Balcony (Balkon II): Boxes A, B, C, H, I, K; Gallery (Balkon III): Boxes 1, 2, 3, 4, 5, 19, 20, 21, 22, 23.
3. The online Boutique makes sure to sell products that are free of any faults.
4. Complaints about faulty or damaged Merchandise bought online should be submitted in writing by e-mail to butik@teatr Wielki.pl or by post to Butik Teatr Wielki - Opera Narodowa, plac Teatralny 1, 00-950 Warszawa. The complaint letter should contain the Buyer's address and telephone number, Order number, description of the fault/damage, request for remedy. You may use the template letter of complaint which is exhibit 2 hereto.
5. The Buyer must deliver the Merchandise along with the complaint letter and hardcopy of the VAT invoice to: Butik Teatr Wielki - Opera Narodowa, plac Teatralny 1, 00-950 Warszawa.
6. The complaint must contain Buyer's address and telephone number and the cause for complaining.
7. Complaints are handled within 14 days of the receipt of the letter of complaint and the Merchandise. The Theatre will inform the Buyer about its decision using the e-mail address provided by the Buyer in the letter of complaint.
8. Complaints regarding the behaviour of the Audience Services during Events should be submitted to dow@teatr Wielki.pl.
9. Complaints regarding Prepaid Cards should be submitted to prepaid@teatr Wielki.pl.
10. The complaint must contain the Customer's contact information and the cause for complaining.
11. The Theatre will handle the complaint within 14 days of the receipt of the complaint.

§6 Personal data protection and cookies

1. The administrator of the Customer's personal data is Teatr Wielki - Polish National Opera, address: Plac Teatralny 1, 00-950 Warsaw, phone: +48 (22) 692 02 00; fax: +48 (22) 826 04 23.
2. The Theatre has appointed a Data Protection Officer with whom contact is possible:

- a) by correspondence: Data Protection Inspector, Teatr Wielki - Polish National Opera, pl.
Teatralny 1, 00- 950 Warsaw
 - b) by e-mail: iod@teatr Wielki.pl.
3. Your personal data contained in the above form will be processed in order to process of booking and selling Tickets and Merchandise, as well as making refunds for purchased Tickets and Merchandise, based on a contract with the Customer, as well as for tax and accounting purposes as required by existing laws, and to make or dismiss possible claims.
 4. The recipients of your personal data are entities cooperating with the Theatre on the basis of written agreements entrusting the processing of personal data in order to provide services for the administrator in the field of hosting and technical support, as well as postal and courier services.
 5. The personal data will be stored until any and all contractual claims become time-barred or until the law, in particular the accounting regulations, no longer requires the administrator to store the data.
 6. The Buyer has the right to:
 - a) access their personal data and receive a copy thereof;
 - b) rectify (correct) their personal data;
 - c) limit the processing of personal data;
 - d) delete personal data provided that they are no longer necessary to fulfil the purpose for which they were collected and the law does not require them to be stored;
 - e) lodge a complaint with the President of the UODO (to the address of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw).
 7. Providing personal data to the Theatre is voluntary, yet it is a requisite for completing the process of booking and selling Tickets and Merchandise, as well as making refunds for purchased Tickets and Merchandise.
 8. The Theatre uses 'cookies' in order to adjust the content of www.teatr Wielki.pl to the individual needs and preferences of its Users, as well as to prepare general statistics. Disabling cookies in the web browser settings will not render the service inoperable, yet may impede its use.

CHAPTER X

FINAL PROVISIONS

1. The Theatre reserves the right to introduce changes to its programme.

2. The Theatre reserves the right to change the prices of services and Merchandise as well as to launch and call off sales promotion activities, which will not influence orders that are being processed.
3. The Theatre reserves the right to change the terms of use of the Prepaid Cards.
4. The Theatre reserves the right to suspend or end the services provided via the Boutique, in particular in order to perform maintenance or development works.
5. The Theatre is not responsible for the quality of the Internet connection used by the Buyer.
6. The Theatre shall not be held responsible in the event that administrators of mail servers block messages sent to the e-mail address provided by the Buyer or if such messages are deleted or blocked by software installed on the Buyer's computer.
7. The Theatre reserves the right not to cover the cost of transport in the event that an Event is cancelled due to causes beyond the Theatre's control, such as national mourning, a performer's disability, unfavourable weather conditions, the public authorities' decision to suspend cultural events.
8. The Theatre reserves the right to change these Terms and Conditions. Any changes hereto come into force after the lapse of a period specified by the Theatre which cannot be less than 14 days of the date of the change's publication at www.teatr Wielki.pl and www.butik.teatr Wielki.pl. Orders placed before the commencement date are processed according to the provisions in force on the date when the Order was submitted.
9. In the event that a state of epidemic hazard or epidemic emergency is announced, the Visitors and Members of the Audience will follow all safety restrictions introduced by the Theatre in a separate document.
10. In matters not regulated by these Terms and Conditions provisions of Polish law apply, in particular the Civil Code, the Consumer Rights Act, and the Act on Providing Services by Electronic Means.
11. By booking a Ticket or buying a Ticket or Merchandise the Buyer consents to these Terms and Conditions.
12. The Theatre reserves the right to use excerpts from these Terms and Conditions for public information purposes to facilitate Event attendance and Merchandise use.
13. These Terms and Conditions come into force on 21 May 2024.

Legal note:

According to the Polish Consumer Rights Act of 30 May 2014, Consumers have the right to withdraw from a distance and off-premises contracts within 14 days of the delivery of the goods without any explanation or cost. To exercise this right, e-mail your notification of withdrawal to butik@teatr Wielki.pl, post it or deliver it in person to the Theatre.

You must send back the goods using one of the methods specified above along with hardcopy of the VAT invoice within 14 days of the date of submitting your notification of withdrawal.

Legal note:

If a product you bought is faulty, you have the right to complain to the retailer, demanding a replacement, a repair or a partial refund, or withdraw from the contract.

To exercise the right, you must your complaint notice, the product and a hardcopy of the VAT invoice to the Theatre, either in person or by post.

The Theatre will consider your complaint and get back to you by e-mail within 14 days of receiving your complaint notice, the product and invoice.