

# 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 taking place at Teatr Wielki – Polish National Opera as well as Merchandise via the website [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl) and at the Teatr Wielki – Polish National Opera premises.

#### §2 Definitions

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

1. **The Theatre:** Teatr Wielki – Polish National Opera, 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** or **Prepaid Card Issuer**.
2. **Terms and Conditions:** this document governing the sale and use of Tickets to Events and Tours taking place at Teatr Wielki – Polish National Opera, with the exception of subscription packages, as well as the sale of Merchandise and Vouchers, and issuance of Prepaid Cards by the Theatre.
3. **Boutique:** the gift shop operated by Teatr Wielki – Polish National Opera online at [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl) and in the left wing of the Theatre.
4. **Buyer:** an individual, legal person or an organisational unit without legal personality who uses the Theatre's online or in-store booking and transaction system, herein also referred to as **Customer** or **Buyer**.
5. **Event:** any performance, concert, educational project, workshop, exhibition or other artistic event held at the Theatre for which tickets may be booked and bought via the Theatre's booking and transaction system.
6. **Tour:** ticketed guided tour of the Theatre
7. **Ticket:** a ticket to an Event or Tour bought in person and issued by the Box Office or booked through the Ticket Service and 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 or Tour bought online and delivered to the Buyer as a PDF file, bearing a unique verification code.
9. **Voucher:** an open ticket that may be exchanged for a Ticket to an Event provided that there are any tickets to the event available. A Voucher is valid for one season only. The Theatre reserves the right not to exchange Tickets to selected Events for Vouchers.
10. **Season:** the artistic season whose beginning and end is announced in advance on the Theatre's websites: [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).
11. **Merchandise:** the Theatre's publications, namely books, posters, programmes, gifts and other products connected with the Theatre's primary activity.
12. **User:** a person who holds a Ticket to an Event or Tour, or a Prepaid Card issued by the Theatre.
13. **Member of the Audience:** a person who participates in an Event.
14. **Visitor:** a person who participates in a Tour.
15. **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 an telephone Order that has been written down and confirmed.
16. **Prepaid Card:** a electronic certificate pre-loaded with funds that may be used by its bearer at the Theatre's Box Office or physical Boutique to make multiple purchases, activated by its loading, and taking the form of a plastic card or a PDF file. Prepaid card is not an electronic payment instrument, electronic money or payment card.
17. **Concession:** a percentage reduction in the price of a Ticket for a certain category of User, herein also referred to as **Discount**.
18. **Ticket Service (BOW):** the Ticket Service of Teatr Wielki – Polish National Opera in Warsaw, tel. +48 22 692 02 08, e-mail: [bow@teatr Wielki.pl](mailto:bow@teatr Wielki.pl).

## CHAPTER II

### BOOKING OF TICKETS TO EVENTS AND TOURS

#### §1 Booking of Individual Tickets to Events and Tours

1. You may book individual tickets with the Ticket Service by phone only. Current opening hours are listed at [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).

2. When booking a ticket you will be asked to provide:
  - a. your full name,
  - b. telephone number, and
  - c. 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.
5. Payment may be made in cash, by card, or by Prepaid Card at the Box Office or by bank transfer using a payment link. A Voucher may be exchanged for a booked Ticket.
6. In the case of bank transfers, the date when the payment is credited to the account provided in the Order based on the payment link is considered the purchase date.
7. The Theatre reserves the right to change the deadline for purchasing Tickets to selected Events.
8. In every event, the number of bookable Tickets for an Event is limited and does not exceed 50% of all tickets available for sale.
9. The sale of subscription packages is governed by separate documents.
10. The Theatre does not send or deliver booked Tickets, except for sending Tickets by e-mail in a PDF form if the Buyer requests that when placing the Order.

## **§2 Events and Tours Group Bookings**

1. You may make an Event group booking with the Ticket Service as set out in 1§1 above.
2. An Event 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. An Event group bookings must be confirmed in writing. The booking confirmation includes a link to a website where the Customer may download the group booking Order Form. The form should not be used to book Tours.
5. The group booking order form must be submitted to the Ticket Service within 2 working days of making the booking by e-mail to [bow@teatr Wielki.pl](mailto:bow@teatr Wielki.pl) or fax (+48 22) 826 02 68, otherwise the booking will be cancelled.
6. You must purchase the tickets covered by the group booking within a period arranged with the Ticket Service, no later, however, than 14 days after making the booking, otherwise it will be cancelled.

7. Payments may be made in cash, by card or by Prepaid Card at the Box Office, or by bank transfer using a payment link.
8. If you pay by bank transfer, please enter the transaction's details exactly as specified by the payment service provider.
9. 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.

### **CHAPTER III**

#### **IN-STORE SALES**

##### **§1 Booking and transaction system service providers**

1. Booking and sales of Tickets, Merchandise, Vouchers and Prepaid Card and other products offered by the Theatre are 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: PL8951781314, REGON: 932843464.
2. Card payments are handled by First Data Polska S.A. registered in Warsaw, at Al. Jerozolimskie 100, 00-807 Warszawa, a registered payment service provider No. IP24/2014 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 with no. KRS 0000061293, initial capital: PLN 120,150,500 paid in full, NIP 5260210429, REGON 012873434.

##### **§2 In-store sales of individual and group Tickets for Events and Tours**

1. Single and group Tickets for Events and Tours, as well as Vouchers, may be bought directly at the Theatre's Box Office. Current Box Office opening hours are listed at [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl). For an hour before the curtain-up priority is given to the Customers who wish to buy Tickets to the upcoming Event.
2. The Box Office accepts payments in cash, by card or by Prepaid Card. A Voucher may be exchanged for a booked Ticket. 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 are on sale for an hour before the curtain-up, provided that there are free seats available in the auditorium.
6. The Theatre reserves the right to sell tickets to selected events as part of sales promotion activities designed on a case by case basis.
7. The Theatre reserves the right to launch and call off sales promotion activities.

### **§3 Refunds for tickets bought in-store**

1. You may request a refund for individual Tickets purchased at the Theatre's Box Office no later than 7 days before the Event date, excluding the actual day of performance. You may request a refund for group Tickets purchased at the Theatre's Box Office no later than 21 days before the Event date, excluding the actual day of performance.
2. To receive a refund, you need to present the Ticket at the Box Office together with the receipt or VAT invoice.
3. Refunds are made in cash, on a payment card or Prepaid Card.
4. In the case of refunds made in cash or on a payment card, the following cancellation fees apply: 10% of the Ticket's nominal value if the refund is requested 90 days before the Event date or earlier, 20% of the Ticket's nominal value if the refund is requested with less than 90 days until the Event date, but no later than 7 days before the Event date, when no returns are accepted.
5. The same refund policy applies to Tickets bought through the Ticket Service, paid for in cash, by card, bank transfer or Prepaid Card.
6. Tour Tickets are nonrefundable.

### **§4 Refunds for tickets bought in-store: Event cancellation**

1. If an Event or Tour is cancelled, Ticket holders may obtain refunds in cash, on 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/Tour 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 Customer 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 In-store Merchandise sales**

1. Merchandise may be bought in the physical Boutique located in the left wing of the Theatre. The physical Boutique also sells Event and Tour Tickets, Vouchers, and Prepaid Cards.
2. Current opening hours are listed at [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).
3. All the Merchandise offered by the physical Boutique are brand new and are 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](http://www.butik.teatr Wielki.pl).
6. Payments should be made at the cash desk of the physical Boutique, in cash, by card, or by Prepaid Card. A Customer is issued with a cash register receipt or VAT invoice, depending on their choice.
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](http://www.butik.teatr Wielki.pl) may be collected during the physical Boutique's opening hours.
9. You may contact the physical Boutique by e-mail at [butik@teatr Wielki.pl](mailto:butik@teatr Wielki.pl) or phone +48 22 692 07 87; the opening times are listed on [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).
10. The Boutique does not accept return of Merchandise.

## **CHAPTER IV**

### **ONLINE SALES OF EVENT AND TOUR TICKETS AND MERCHANDISE**

#### **§1 General provisions**

1. Event and Tour Tickets and Merchandise may be bought online 24 hours a day only via [www.butik.teatr Wielki.pl](http://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 Customer, 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 card or an online money transfer.
7. 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: PLN 4.944.000, paid in full, NIP No. 7792308495, REGON No. 300523444, tel. +48 61 628 45 05.
8. The prices listed on the Tickets and Merchandise are denominated in the Polish zloty (PLN), include all taxes due (including VAT), and become binding as of the moment of placing the Order.
9. The Buyer is charged a handling fee of 1% on every online transaction by the payment system operator. The fee is nonrefundable, including in the event of Ticket refunds made following an Event cancellation.

## **§2 General provisions on placing Orders online**

1. You may buy Tickets and Merchandise as part of one transaction.
2. The contract of sale between the Buyer and the Theatre is made via the Theatre's website at [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl) and involves:
  - a) selecting a date of the Event , Tour, or the Merchandise
  - b) selecting a seat (or seats) and the price variant (if more than one is available)
  - c) selecting a delivery method
  - d) providing the Buyer's first and last name, address, e-mail address, and telephone number
  - e) reading and accepting these Terms and Conditions

- f) giving the mandatory consents
  - g) placing the Order online
  - h) making the payment by card, online money transfer, or other means made available by the payment service provider.
- 2a. After the Buyer makes the payment, they receive:
- a confirmation of payment
  - a confirmation of transaction together with the Event or Tour Ticket in a PDF form, which will be sent to the e-mail address provided by the Buyer.
3. The Theatre cannot be held responsible in the event that the Customer provides incorrect or false information when placing the Order online or fails to acquaint themselves with these Terms and Conditions.
  4. You may cancel or modify your online Order only before confirming the payment.
  5. The Order is considered placed when the Theatre receives a confirmation of payment from the Buyer's bank.
  6. If your bank fails to send in a payment confirmation within 40 minutes of placing the online Order, the Order is automatically cancelled.
  7. 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.
  8. The Theatre shall not be responsible for the consequences of any malfunction of the PayU system.
  9. Under the Resolution of the Minister of Finance (Poland) of 28 December 2018 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.
  10. A 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.
  11. The responsibility for providing correct 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. Online sale of group Tour Tickets ends on the 25th day of the preceding month. Online sale of individual Tour Tickets ends 3 hours before the start of the Tour. In both events, the Theatre reserves the right to change the closing time.
3. On the Theatre's part, online sale of Tickets is operated by the Ticket Service.
4. The Theatre reserves the right to sell tickets to selected Events and Tours as well as selected Merchandise as part of sales promotion activities designed on a case by case basis.
5. 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.
6. You can buy up to 30 tickets to a given Tour in a single session. The Theatre reserves the right to offer less Tour Tickets per session.
7. 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.
8. 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.
9. You will be asked to display your Ticket when entering the Theatre to attend the Event or Tour.
10. 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.
11. 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.
12. The screen of the device on which the e-ticket is displayed may not be damaged or dimmed.
13. An e-Ticket entitles you to enter one specific Event or Tour.
14. An individual e-Ticket provides entry for one person.
15. Your e-Ticket will be checked at the time of entering the Theatre and cannot be reused.

16. Photocopying, scanning, or copying e-Tickets is not permitted and results in the cancellation of the Ticket.
17. You cannot make your e-Ticket available to third parties.
18. A ticket holder may be asked to present an identification document when entering the Theatre.
19. Latecomers will only be allowed to the auditorium during intermissions.
20. 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. Merchandise 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](http://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 14 days of the pickup date, the Theatre will request the Buyer by e-mail to indicate a bank account to which the Order total should be returned.
8. In the event that the Buyer fails to respond to the above e-mails, the Order total is retained by the Theatre until any and all claims related to the transaction become time-barred.

#### **§5 E-Ticket refunds**

1. Refunds for e-Tickets are made on Prepaid Cards, considering §5(4) below.
2. Tour Tickets are nonrefundable.
3. To request a refund for an e-Ticket on a Prepaid Card, the Buyer must fill in and submit a relevant form available on [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl), consenting for a

Prepaid Card to be issued or – if they already own a Prepaid Card – for the refund to be made to their Prepaid Card.

4. To receive a refund for the e-Ticket on the Prepaid Card the Buyer must request it 7 days prior the Event date at the latest, excluding the actual Event date.

#### **§6 E-Ticket refunds: Event cancellation**

1. In the event of Event or Tour cancellation, refunds for e-Tickets are made to the bank account used to make the original purchase or on a Prepaid Card.
2. Buyers are informed about Event/Tour cancellation or programme change and the refund options available in a message sent to the e-mail address provided when placing the online Order. The Theatre shall not be responsible for failing to inform the Buyer if the address provided is incorrect or false.
3. The Buyer must confirm the receipt of the above-mentioned information by sending a reply to the e-mail address indicated, specifying the type of refund they choose.
4. The refund will be processed without undue delay, not later than within 30 working days of the reply specified in §6(3) above.
5. In the event of Event cancellation, Buyers must request a refund within 2 months of the original Event date otherwise the ticket price is retained by the Theatre until any claims related to the transaction lapse.
6. The Theatre shall not be held responsible in the event that the Customer provides incorrect or false details that are necessary to process the refund.

#### **§7 The right of withdrawal: Merchandise**

1. According to the Polish Consumer Rights Act of 30 May 2014, section 38(12), the Buyer does not have the right to withdraw from a contract concerning the performance of services associated with cultural events if the contract specifies a date or period when the service is to be performed. Therefore, Buyers of e-Tickets to Events or Tours do not have the right to withdraw from the contract. The Theatre offers refunds for Event e-Tickets on Prepaid Cards as set out in these Terms and Conditions.
2. Buyers of Merchandise have the right to withdraw from the contract within 14 days without any justification.
3. 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.

4. 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](mailto: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.
5. Without undue delay, the Boutique will sent the Buyer a conformation of receiving the notice to the e-mail address indicated in the notice.
6. 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.
7. 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.
8. The refund will made to the bank account indicated by the Buyer.
9. 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.
10. The cost of returning the Merchandise will be borne by the Buyer.
11. 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.
12. 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 V**

### **CONCESSIONS AND ADMISSION DOCUMENTS**

#### **§1 Individual concessions**

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

- 20% off: Child aged 6 or younger, Child and Child/Youth, offered to:
    - children aged 6 or younger
    - pupils aged 16 or younger
  - 20% off: Pupil under 26, 20% off: Student under 26, offered to:
    - pupils aged under 26
    - students aged under 26
  - 20% off: disability pensioner/senior citizen, offered to:
    - disability and old age pensioners
    - people with a disability certificate
    - people aged 70 and older
  - 25% off: Karta Dużej Rodziny, offered to holders of Karta Dużej Rodziny (Big Family Card)
  - Up to 75% off: 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 75% off: PhD in musicology, offered to:
    - PhD students in musicology and PhD students of music colleges aged under 30
  - Up to 75% off: Ballet student 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:
- 30% off: School Groups, offered to groups consisting of more than 15 people from:
    - a school
    - a college
    - a youth educational centre
  - 30% off: Senior Citizen Groups, offered to groups consisting of more than 15 people from:
    - associations of disability and old age pensioners
  - 30% off: Other Groups, offered to groups consisting of more than 15 people from:
    - youth educational centres
    - care homes
    - associations of people with disabilities
  - Group Leader – for Buyers of the above group Tickets, every 16th ticket is free.

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 or Tour 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 or Tour, 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 2 working days following the making of a group booking.
2. The Theatre accepts the following proofs of eligibility:
  - ID card or certificate issued by an authorised institution
  - certificate issued by the school in the year when the Event is taking place
  - ISIC card for international students (20% off for pupils and students aged under 26).
3. The remainder of the entry fee may be paid at the box office before the start of the Event, yet you must accept the risk of coming late to the performance and suffering other inconvenience as a result of failing to present a valid proof of eligibility for the concession.
4. 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 VI**

### **TOURS**

1. To tour the Theatre you must pay an entrance fee. Concessionary Tickets are offered to children and pupils. Adults, including college students and old age pensioners, must buy a regular ticket.
2. Group leaders attending with a visiting group are exempt from paying the entrance fee. One adult per 10 group members is considered a group leader. Any other adult accompanying the group must buy a regular ticket.
3. Wheelchair users or Visitors unable to climb staircases or use lifts, are asked to arrange for assistance on [wycieczki@tatrwielki.pl](mailto:wycieczki@tatrwielki.pl) or +48 22 692 05 93.
4. By purchasing a Tour Ticket or entering the Theatre's premises the Visitor agrees to these Terms and Conditions.

5. The Theatre, its premises and all structures and objects therein form a whole and are protected by law. Displacing, removing or damaging any structures and objects in the Theatre or on its premises and protected by the Theatre is strictly forbidden.
6. Due to security reasons, while maintenance work is underway or in other exceptional circumstances, some spaces at the Theatre or on its premises may temporarily become fully or partially inaccessible to Visitors by the decision of the Theatre's Director.
7. The Theatre may only be visited with a guide employed by the Theatre. It is not possible to visit the Theatre with a guide who is not the Theatre's employee or on one's own.
8. While at the Theatre, Visitors must follow the guide's instructions.
9. Visitors may only access designated spaces around the Theatre. In some spaces special caution must be exercised due to uneven floor, scarce lighting and other specific features.
10. In the event of any damage, the responsible party is the Visitor who caused the damage or the Visitor and the institution which organised the tour in the case of group tours.
11. The guide may interrupt the tour at any time if a Visitor does not comply with these Terms and Conditions, fails to follow the guide's instructions, does not approach the Theatre's employees with due respect or causes danger to other Visitors. In such an event, the Visitor will be asked to leave the Theatre without the right to request a ticket refund or exchange.
12. In the event that a Tour is interrupted by a Visitor who does not comply with these Terms and Conditions, the cost of the interruption is borne by the Visitor who caused it.
13. Persons who are under the influence of alcohol or other intoxicating substances will be denied entry to the Theatre.
14. Smoking, using e-cigarettes and consuming alcohol is prohibited everywhere in the Theatre.

## **CHAPTER VII**

### **VOUCHERS**

1. Vouchers may only be bought at the Box Office or the physical Boutique.
2. 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.
3. Voucher sales start and end on a designated day.

4. Vouchers may be exchanged for Tickets until day of the last Event of a given season. The Theatre reserves the right not to exchange Vouchers for Tickets to selected Events, which will be listed on [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).
- 4<sup>1</sup>. Vouchers bought in the 2019/2020 season may be exchanged for Tickets until day of the last Event of the 2021/2022 season. The Theatre reserves the right not to exchange Vouchers for Tickets to selected Events, which will be listed on [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).
5. The following types of Vouchers are offered:
  - Gold Vouchers, which may be exchanged for a Ticket in any prize zone in the Moniuszko Auditorium or the Młynarski Hall,
  - Silver Vouchers, which may be exchanged for a Ticket to zones IV, V and VI in the Moniuszko Auditorium or any seat in the Młynarski Hall.
6. The Theatre reserves the right to change the types of Vouchers offered.
7. Voucher sales are handled by the Theatre's Ticket Service.
8. A Voucher may be exchanged for a Ticket to an available seat.
9. A Voucher may be exchanged for a Ticket if any seats are available for the Event.
10. In the event that the value of the Voucher is higher than the price of the Ticket the Voucher is exchanged for, the Theatre will not refund the difference between the purchase price and the value of the Voucher.
11. In the event that the value of the Voucher is lower than the price of the ticket the Voucher is changed for, the difference between the purchase price and the value of the Voucher cannot be paid extra.
12. The Theatre will not be responsible for Vouchers lost by the Buyer or Vouchers whose code is illegible due to damage. The Theatre does not issue duplicates of lost Vouchers.
13. Vouchers are nonrefundable.
14. Unredeemed Vouchers or Tickets are nonrefundable and cannot be exchanged for Tickets for a different date.

## **CHAPTER VIII**

### **PREPAID CARDS**

#### **§1 Issuance of Prepaid Cards**



1. You may request a Prepaid Card in person at the Box Office or in writing as specified in IV(§5) (3) herein.
2. To load your Prepaid Card, you must pay in the sum you want added on your Prepaid Card at the Box Office with cash or a payment card. The minimum sum that may be loaded on your Prepaid Card is PLN 10.
3. 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.
4. VAT invoices are not issued for Prepaid Card loading.
5. Prepaid Cards are bearer cards.
6. Your Prepaid Card is active from the moment of its first loading until the date of the last Event of the season when it was activated. This is also the Prepaid Card's expiry date.
- 6<sup>1</sup>. A Prepaid Cards activated in the 2019/2020 and 2020/21 seasons remains active until the last Event of the 2021/2022 season. This is also the Prepaid Card's expiry date.
7. 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.
8. Should you delete the e-mail with the Prepaid Card attached, the Theatre may resend you the Prepaid Card number, having verified your data.
9. No interest will be paid on the funds loaded on your Prepaid Card; the funds are nonrefundable in part or in full.
10. 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 loaded Prepaid Card can be used to pay for available Event and Tour Tickets as well as Merchandise sold by the Theatre.
2. You can make the payment at the Box Office or Boutique.
3. The Box Office and Boutique will accept activated and valid Prepaid Cards. 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, you must load the remaining sum, or larger, on the Prepaid Card with cash or payment card.
5. 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.
6. You may use one Prepaid Card per transaction.
7. 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.
8. 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.
9. The Theatre will not be responsible for the consequences of not accepting your Prepaid Card due to circumstances the Theatre cannot control, in particular if the Point of Sale loses its electronic or telephone connection to the Prepaid Card management system.
10. 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.
11. It is not possible to transfer funds from one Prepaid Card onto another.
12. Your Prepaid Card cannot be cancelled or blocked.
13. Any transaction made with the Prepaid Card by an unauthorised bearer will be valid. The Theatre cannot be held responsible in such event.
14. Protect your Prepaid Card against loss.
15. You will receive an accounting note to confirm that your Prepaid Card has been activated.
16. As a user of a Prepaid Card you are obligated to acquaint yourself with these Terms and Conditions, and abide by them.

### **§3 Ticket refunds on Prepaid Cards**

1. You may receive a refund on a valid Prepaid Card if you bought an Event Ticket in store at the Box Office, or bought or paid for a Ticket or Merchandise through the website [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).
2. To receive a refund on your Prepaid Card for an individual Event Ticket bought in store at the Box Office, you must request it 7 days prior the Event date at the latest, excluding the actual

Event date. To receive a refund on your Prepaid Card for a group Event Ticket bought in store at the Box Office, you must request it 21 days prior the Event date at the latest, excluding the actual Event date. You will not be charged any fee in connection with the refund.

3. To receive a refund on your Prepaid Card for a Ticket or Merchandise bought online on [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl), you must fill in and submit the Prepaid Card Refund Request Form available on [www.teatr Wielki.pl](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl) 7 days prior the Event date at the latest, excluding the actual Event date. By submitting the form you agree for a Prepaid Card to be issued or loaded and for the refund to be made on the Prepaid Card.
4. 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.

## **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](mailto: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](mailto:dow@teatr Wielki.pl).
3. The number of amplifiers is limited.

### **§3 Information for audience members who are blind, visually impaired and physically disabled, requiring 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](mailto: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 a performance**

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](http://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 the Event may be asked to leave the auditorium without the right to request a Ticket refund.
8. Events start on time. 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 is asked to 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.

## **§6 Complaints**

1. Complaints about:
  - an Event/Tour
  - the website [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl) should be filed to [bow@teatr Wielki.pl](mailto:bow@teatr Wielki.pl).
2. The online Boutique makes sure to sell products that are free of any faults.
3. Complaints about faulty or damaged Merchandise bought online should be submitted in writing by e-mail to [butik@teatr Wielki.pl](mailto: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.
4. 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.
5. The complaint must contain Buyer's address and telephone number and the cause for complaining.
6. 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.
7. Complaints regarding the behaviour of the Audience Services during Events should be submitted to [dow@teatr Wielki.pl](mailto:dow@teatr Wielki.pl).
8. Complaints regarding Prepaid Cards should be submitted to [prepaid@teatr Wielki.pl](mailto:prepaid@teatr Wielki.pl).
9. The complaint must contain the Customer's contact information and the cause for complaining.
10. The Issuer will handle the complaint within 14 days of the receipt of the complaint.

### **§7 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) 69 20 200; 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](mailto: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 Customer 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](http://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 Customer.
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](http://www.teatr Wielki.pl) and [www.butik.teatr Wielki.pl](http://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 Customer consents to these Terms and Conditions.
12. The Theatre reserves the right to use excerpts from these Terms and Conditions for public information purposes.
13. These Terms and Conditions are effective as of 9 June 2020.



**Terms and Conditions of Making Reservations and Purchasing Tickets as well as Merchandise at Teatr Wielki – Polish National Opera – Exhibit 1**

Date and place:  
Customer's full name:  
Address:  
E-mail:  
Phone:  
Order no.:  
Receipt date:



**Teatr Wielki - Opera Narodowa**  
**Plac Teatralny 1**  
**00-950 Warszawa**  
**Tel. +48 22 692 07 87**  
**www.butik.teatr Wielki.pl**

**Notification of withdrawal**

This is to inform you that I ..... (*full name*) wish to exercise my right of withdrawal from the contract of sale of the following Merchandise:

No.:	Specify the Merchandise:	No. of items:
1		
2		
3		

Please make the refund to the following bank account:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

.....  
Legible signature

**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](mailto: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.

**Terms and Conditions of Making Reservations and Purchasing Tickets as well as Merchandise at Teatr Wielki – Polish National Opera – Exhibit 2**

Date and place:  
 Customer's full name:  
 Address:  
 E-mail:  
 Phone:  
 Order no.:  
 Receipt date:



**Teatr Wielki - Opera Narodowa**  
**Plac Teatralny 1**  
**00-950 Warszawa**  
**Tel. +48 22 692 07 87**  
**www.butik.teatr Wielki.pl**

**Faulty goods complaint notice**

This is to complain about faulty Merchandise I purchased on ..... (date) at [www.butik.teatr Wielki.pl](http://www.butik.teatr Wielki.pl).

Specify the Merchandise:	Specify your Complaint:

As a result, I request:

- A replacement
  A repair
  A refund

If repair or replacement are impossible, please make the refund to the following bank account:

--	--	--	--	--	--	--	--	--	--	--	--

.....  
 Legible signature

*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.