

APPENDIX

**to the Resolution No. 138/VIII/2022
of the Management Board
of the Company ZPKiN sp. z o.o.
dated 29.12.2022 r.**

TERMS AND CONDITIONS OF THE ONLINE PURCHASE OF TICKETS FOR PKiN'S VIEWING TERRACE

§ 1 Definitions

1. The terms used herein shall have the following meaning:
 - a) **Terms and Conditions** - shall mean these Terms and Conditions of the Online Purchase of Tickets for PKiN's Viewing Terrace,
 - b) **Viewing Terrace** - shall mean the terrace located on the 30th floor of the Palace of Culture and Science (PKiN) in Warsaw,
 - c) **Website** - shall mean the website available at <https://pkin.pl/en/viewing-terrace/> administered by the Seller and enabling Users to purchase online tickets for the Viewing Terrace,
 - d) **Seller** - shall mean the company Zarząd Pałacu Kultury i Nauki sp. z o.o. with its registered office in Warsaw (00-901), Pl. Defilad 1, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000036568, NIP [Tax ID No.]: 5252102317, REGON [National Business Reg. No.]: 014903547,
 - e) **User** - shall mean a person who has full legal capacity and uses the Website to purchase a ticket online,
 - f) **Payment Service Provider** or **PSP** - shall mean PayPro Spółka Akcyjna with its registered office in Poznań, ul. Kanclerska 15 (60-327) Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register, under KRS number 0000347935, NIP [Tax ID No.] 7792369887, entered in the Register of National Payment Institutions kept by the Polish Financial Supervision Authority (KNF) under UKNF's entity number IP24/2014 as a national payment institution,
 - g) **Payment Portal** - shall mean the web portal available at www.przelewy24.pl administered by the Payment Service Provider,
 - h) **Payment Terms and Conditions** - shall mean the PSP's payment terms and conditions available on the Payment Portal.

§ 2
General Provisions

1. These Terms and Conditions define the conditions of online purchase of tickets for the Viewing Terrace located on the 30th floor of the Palace of Culture and Science (PKiN) in Warsaw through the Seller's Website.
2. Before purchasing a ticket via the Website each User shall read the following:
 - a) Terms and Conditions of the Online Purchase of Tickets for PKiN's Viewing Terrace,
 - b) Regulations for Use of the Viewing Terrace, available on the Seller's Website.
3. All information regarding the visit and rules of using the Viewing Terrace, price list, special offers and ticket office opening hours is published on the Seller's Website, and can also be obtained by phone at +48 22 656 76 00 or email: informacja@pkin.pl. The information is available during the Viewing Terrace's opening hours.

§ 3
Rules for Purchasing Tickets Online

1. The User shall use the Website and purchase tickets online in accordance with the provisions of the Terms and Conditions and applicable law.
2. In order to use the Website, the User must meet the following minimum technical requirements: have a device with Internet access, any Internet browser and a programme to view and/or print a ticket saved in PDF format. The Seller shall not cover the costs of acquisition by the User of the tools specified in the preceding sentence, or the costs of the User's Internet connection.
3. The online purchase of a ticket through the Website shall be made by placing an order and making payment through the Payment Portal and the Payment Service Provider. If the payment is successfully verified by the PSP, the User will receive the tickets purchased online to the email address provided by the User.
4. To place an order and purchase a ticket online, the User should use the Website to do the following:
 - a) select the number and type of tickets the User wishes to purchase and accept the choice by clicking on the Proceed to Checkout button,
 - b) fill in the Your Details form to the extent required by the Seller,
 - c) accept the provisions of the Terms and Conditions and agree to the storage, processing and transfer to ZPKiN sp. z o.o. of the personal data provided, subject to its use only for the purpose of handling the purchase, and then click on the Pay Now button,
 - d) if the User wishes to receive an invoice, he/she should tick the box "I wish to receive an invoice" and enter the required data,

- e) select one of the payment options and, if required by the Payment Service Provider, accept the provisions of the Payment Terms and Conditions.
5. The Seller shall have the right to suspend the sale of tickets at any time (including without giving a reason). The Seller may suspend the sale of tickets in particular for organisational, technical or epidemic reasons or reasons related to ensuring the safety of persons or property.
 6. In the case of online purchase of reduced-fare tickets, the User shall provide proof of eligibility to purchase such a ticket before entering the Viewing Terrace (e.g. by presenting a school ID card or other documents indicated and accepted by the Seller) under pain of refusal of entry to the Viewing Terrace. Failure to provide proof of eligibility to purchase a reduced-fare ticket shall render the ticket invalid. In such a case, the Seller shall not be obliged to reimburse the User for the purchase of the ticket or any other equivalent, or to replace the reduced-fare ticket with a different one.
 7. Online payment for a ticket shall be made within 15 minutes after the order is placed. Placing an order without making payment within the indicated time limit will result in cancellation of the order, of which the User will be informed by a message sent to his/her email address. The payment shall be considered to be made at the moment when the Seller and the User receive information about the payment made from the Payment Service Provider.
 8. Ticket prices provided on the Website are gross prices including value added tax. Ticket prices are quoted in Polish zloty. The Seller shall not cover or reimburse the User for the cost of currency conversion of payments when transferring from or to a bank account held in a foreign currency.
 9. The User shall make the payment resulting from an order in one go, in the full amount.
 10. A printed ticket or an electronic ticket shall be redeemed by scanning the ticket code in the scanner at the ticket gate and, in the case referred to in item 6 above, by presenting the ticket to the staff of the Viewing Terrace together with a document confirming eligibility to purchase a reduced-fare ticket.
 11. A ticket shall be valid from the moment of purchase for 12 months.
 12. The User shall check on the www.pkin.pl website whether the Viewing Terrace is open on the day of the planned entry.
 13. The Seller shall not be responsible for the User making his/her ticket available to others. In the event that several people with the same ticket wish to enter the Viewing Terrace, the person who redeemed the ticket first shall be entitled to enter the Viewing Terrace, and in the event that several people wish to enter the Viewing Terrace at the same time, the one entitled to enter the Viewing Terrace shall be the person who paid for the ticket.

§ 4 Refunds

1. Unused tickets shall not be refunded or exchanged for other tickets or a cash equivalent.
2. The User shall have the right to have his/her ticket refunded in the event of circumstances attributable to the Seller that prevent the User from using the ticket. The User shall return the ticket, under pain of losing the right to a refund, no later than within 14 days from the date of occurrence of circumstances attributable to the Seller that prevent the User from using the ticket, by sending an email to the Seller at biletty@pkin.pl from the User's email address provided at the time of online purchase of the ticket. The Seller shall confirm the ticket refund to the User by sending a relevant message to the User's email address. The refund payment shall be made by the same payment method that was used for the online purchase of the ticket, within 7 days from the date of approval of the refund by the Seller.
3. The Seller shall not be liable for the consequences of the provision of incomplete or false personal data by the User, nor for any interference or errors in the transmission of data via telecommunications networks or the Internet during the online purchase of tickets by the User or the delivery of these tickets to the User.
4. The Seller shall not be liable for any loss of data caused by hardware or software failure or circumstances beyond the Seller's control.
5. The Seller shall not be liable for any damage caused by the User's act or omission, in particular the User's incorrect use of the Website or the Payment Portal. The User shall use the Website and the Payment Portal at his/her own cost and risk.
6. The Seller shall not be liable for any problems related to data transmission, including service interruptions occurring at Internet providers and problems related to individual settings of the User's devices (including computer) and the way they are configured.
7. The Seller informs that, in accordance with Article 38(12) of the Act of 30 May 2014 on Consumer Rights, a consumer does not have the right to withdraw from an off-premises or distance contract with respect to a contract for the provision of services related to entertainment, sports or cultural events if the contract specifies the day or period of service provision. In view of the above, the User shall have no right of withdrawal from the contract for the online purchase of a ticket for the Viewing Terrace.
8. Pursuant to applicable law, the sale of tickets specified in the Terms and Conditions shall not be recorded using a fiscal cash register and the User shall not receive a fiscal receipt. The Seller shall issue a VAT invoice covering the online purchase of tickets upon the User's request addressed to the Seller when placing an order pursuant to § 3(4)(d) of the Terms and Conditions. The Seller shall issue the invoice within 14 working days from the invoice request made by the User.

§ 5

Personal Data Protection

1. The Controller of the Users' personal data shall be the Seller. For all matters relating to the processing of personal data, the User should send correspondence to the Seller at the email address set out in § 6(1). The Seller shall process the Users' personal data in accordance with the relevant legislation in force, in particular the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: the "Regulation").
2. The controller of the Users' personal data for the purposes of making payments via the Payment Portal shall be the Payment Service Provider - PayPro Spółka Akcyjna with its registered office in Poznań, ul. Kanclerska 15 (60-327) Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register, under KRS number 0000347935, NIP [Tax ID No.] 7792369887, entered in the Register of National Payment Institutions kept by the Polish Financial Supervision Authority (KNF) under UKNF's entity number IP24/2014 as a national payment institution.
3. By placing an order on the Website, the User consents to the storage and processing of his/her personal data by the Seller for the purpose of order fulfilment, for the necessary contact with the User and for all activities necessary for the functioning of the System. Any personal data received by the Seller as part of the sale of tickets shall be used for the purpose of performance of the ticket sales contract, subject to the principles set out in the Act of 10 May 2018 on the Protection of Personal Data (consolidated text JoL RP of 2019, item 1781, as amended) and the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text JoL RP of 2020, item 344, as amended). The personal data received shall not be transferred to third parties. Each person who provides his/her personal data shall have the right to access the data, as well as to correct and update it under the conditions set out in the Act on the Protection of Personal Data referred to above.

§ 6

Complaints

1. All correspondence, including remarks and complaints regarding the online purchase of a ticket and the functioning of the Website, shall be addressed to the Seller in electronic form to the email address bilety@pkin.pl handled during office hours, i.e. from 8:00 a.m. to 4:00 p.m., Monday to Friday.
2. The Seller shall send all correspondence to the User to the User's email address provided to the Seller by the User when purchasing the ticket, or from which the Seller received correspondence from the User. The Seller shall not be responsible for the inability to send correspondence to the User as a result of the User providing an incorrect, incomplete or false email address or as a result of the User losing the possibility to use the email address in question. In all cases referred to in the preceding sentence, the correspondence shall be deemed to have been delivered to the User on the date of sending the correspondence to the User by the Seller.
3. The Users are the only ones entitled to lodge a complaint about an online purchase of a ticket. A complaint shall contain the User's full name and a detailed description of the reason for the complaint. Complaints may only be lodged within 14 days from the date of the occurrence or from the date the User became aware of the occurrence. The date of lodging a complaint shall be the date of its receipt at the Seller's email address. Complaints shall be handled by the Seller within 14 days from the date of their receipt. A response to a complaint shall be sent by the Seller to the User's email address.

§ 7

Final Provisions

1. The conclusion and performance of an online ticket purchase transaction and the exercise of the entitlement arising from the ticket shall be governed by the legislation in force in the territory of the Republic of Poland.
2. The Terms and Conditions are available on the Website for free downloading, recording and printing.
3. The Terms and Conditions may be amended by the Seller at any time, without giving a reason. Amendments to the Terms and Conditions shall come into force as of the date of publication of the new version of the Terms and Conditions on the Website. With regard to orders placed before the date of entry into force of the amended Terms and Conditions, the existing provisions shall apply, unless the User agrees for the new provisions to be applied to him/her.