

I. GENERAL PROVISIONS:

1. These Regulations (hereinafter referred to as the “**Regulations**”) are issued by ALTER ART FESTIVAL sp. z o.o., with its registered office in Warsaw, at ul. Kazimierzowska 14, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000227624, NIP: 586-214-15-57 (hereinafter referred to as the “**Organiser**”), and eBilet Polska sp. z o.o. with its registered office in Warsaw, at ul. Żelazna 51/53, postal code 00-841, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000496514, NIP: 9512376701, which operates the eBilet service. (hereinafter referred to as the “**Ticket Distributor**”),
2. The following capitalised terms will have the following meanings in these Regulations:
 - “Event” - means the event organised by the Organiser under the name Taylor Swift | The Eras Tour, which will take place on August 1-3, 2024 at the following venue: PGE Narodowy, ks. Poniatowskiego 1 Av, 03-901 Warsaw.
 - “Event Regulations” - means the regulations issued by the Organiser for the Event pursuant to the provisions of the Act of 20 March 2009 on safety of mass events and the provisions of the Civil Code.
 - “Regulations of the eBilet” - means the Regulations of purchase in the eBilet Ticket Distribution system, effective from April 17, 2024, issued by eBilet Polska sp. z o.o. and available on the eBilet website at: <https://www.ebilet.pl/lp/regulamin>.
 - “Ticket” - means a ticket purchased in accordance with the provisions of the Event Regulations which authorises the holder to enter the Event venue and attend the Event, excluding VIP tickets and tickets distributed by PL.2012+ Sp. z o.o with registered office in Warsaw.
 - “Eligible Person” - means any person who has purchased a Ticket for themselves or for another person in accordance with the procedure compliant with the Event Regulations.
 - “Service” - means the service provided by the Ticket Distributor, acting as an intermediary of the Organiser, consisting in accepting Tickets from Eligible Persons for the purpose of reselling the Tickets via the eBilet website.
3. The purpose of these Regulations is to determine the general terms and conditions for the provision of the Service by the Tickets Distributor, acting as the Organiser’s intermediary to Eligible Persons.
4. The Organiser informs that in accordance with Article 38(12) of the Act on Consumer Rights, the Eligible Person (including the Eligible Person who is a consumer) does not have the right to withdraw from the Ticket purchase agreement (“The right to withdraw from the agreement concluded off-premises or by means of remote communication does not apply to the consumer in relation to contracts for the provision of accommodation services other than for residential purposes, carriage of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service provision”). Neither the provisions of the Regulations nor the Event Regulations should be interpreted as granting the Eligible Person the right to withdraw from the contract under which they purchased the Ticket.

5. The use of the Service by the Eligible Person is possible from the date of entry into force of the Regulations.
6. VIP Tickets and Tickets distributed by PL.2012+ Sp. z o.o with registered office in Warsaw are not accepted for resale under the Service.

II. ACCEPTANCE OF TICKETS FOR RESALE:

1. The code authorizing to use the service is a unique ticket code consisting of 16 digits.
2. A separate code is provided for each Ticket purchased by an Eligible Person.
3. The conditions for using the Service are as follows:
 - a. entering and sending the code referred to in the foregoing subparagraph II(1) of the Regulations by the Eligible Person electronically via the website [<https://www.ebilet.pl/en/muzyka/pop/taylor-swift-resale-sell>];
 - b. completion and submission of the transaction form and contact details (e-mail address or telephone number) by the Eligible Person electronically via the website [<https://www.ebilet.pl/en/muzyka/pop/taylor-swift-resale-sell>];
 - c. payment of a handling fee for the use of the Service to the Ticket Distributor. The amount of the fee and the potential payment methods shall be determined and indicated by the Ticket Distributor.
 - d. acceptance of the provisions of the Regulations by the Eligible Person.
4. No later than within three working days from the date of payment of the handling fee for the use of the Service, the Ticket transferred shall be blocked and marketed by the Ticket Distributor. The sale of the Tickets transferred will be carried out in accordance with the Event Regulations and the regulations of the eBilet service.
5. On the basis of the blocked Ticket, the Eligible Person or the person whose personal data was indicated by the Eligible Person when purchasing the Tickets, shall not be allowed to enter the Event venue or participate in the Event.
6. If the Ticket transferred is not sold by the Ticket Distributor three days before the date of the Event, the Ticket Distributor shall immediately inform the Eligible Person, unblock the Ticket transferred and refund the handling fee paid by the Eligible Person within 14 days. The amount due will be paid to the Eligible Person in accordance with the procedure applied earlier for paying the handling fee. Admission to the Event venue and participation in the Event on the basis of an unblocked Ticket is possible in accordance with the Event Regulations.
7. If the Ticket transferred is sold, the Ticket Distributor informs the Eligible Person and pay the Eligible Person an amount equal to the price paid by the Eligible Person for the transferred Ticket. The service fee paid by the Eligible Person when purchasing the Ticket is not refundable. In the case referred to in the preceding sentence, the Eligible Person will receive the amount due within 14 days following the sale of the Ticket transferred. The amount due will be paid to the Entitled Person in the manner in which the previous payment for the Ticket was made. The handling fee paid by the Authorized Person for using the Service will not be refunded in such a case.

III. COMPLAINTS

1. Any complaints associated with the provision of the Service will be considered by the Organiser within 14 (fourteen) days following the date of lodging the complaint.

2. Complaints can be addressed by electronic mail to: bilety@alterart.pl or in the form of written correspondence sent to:

Alter Art Festival sp. z o.o., ul. Kazimierzowska 14, 02-589 Warsaw

or

eBilet Polska sp. z o.o., ul. Żelazna 51/53, 00-841 Warsaw

In order to facilitate the complaints procedure, it is suggested to add the notice "Complaint". However, such a notice is not a prerequisite for recognising the complaint.

3. The Eligible Person should, to the extent possible, provide any information and documents relating to the complaint that may be of assistance in the examination of the complaint. The Organiser shall notify the Eligible Person of its decision with regard to the outcome of the complaint by letter or by electronic mail, depending on the manner of lodging the complaint.

IV. FINAL PROVISIONS

1. Any questions regarding the transfer of Tickets for resale and the rules for use of the Service should be sent to the email address: bilety@alterart.pl.
2. The Regulations are available on the Organiser's website www.alterart.pl and on the eBilet website at www.ebilet.pl.
3. The Regulations do not waive any of the provisions of the Event Regulations, in particular subparagraph II(7) of the Event Regulations regarding the rules for processing requests to change the personal data provided in the Ticket.
4. The Organiser reserves the right to amend these Regulations if it necessary for adapting the Regulations to the legal provisions that may be amended or to correct errors or inaccuracies in the Regulations.
5. The Regulations shall enter into force on July 16, 2024.