

RULES

www.registration.tobilet.pl website

§ 1

General

1. The administrator of the **www.registration.tobilet.pl** website, hereinafter referred to as the "**Website**", are Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, Głogowska 14, 60-734 Poznań, entered into the National Court Register – District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Commercial Department of the National Court Register, under KRS number 0000202703 and the register of active VAT taxpayers - NIP 777-00-00-488, share capital – 42,310,200, PLN 00, hereinafter referred to as "**TOBILET.PL**".
2. The Website is operated by TOBILET.PL in connection with the provision of admission ticket sales services, hereinafter referred to as: "**Tickets**" understood as a paid right to participate in public events of an entertainment, sports, cultural nature, e.g. concert, fair, exhibition, , hereinafter referred to as "**Events**".
3. The Organizer of the Event may be a TOBILET.PL or an entity independent of the TOBILET.PL. The Regulations apply only to the sale of Tickets for Events through the Website and stationary points of sale TOBILET.PL. TOBILET.PL stipulates that the regulations of other Promoters of individual Events or other ticket sellers for events organized by other Promoters may specify additional rights and obligations of the Customer not listed in the Regulations.
4. Through the Website, the TOBILET.PL provides the following services electronically:
 - a) sale of Tickets for Events,
 - b) accepting orders for issuing invoices for the sale of Tickets,
 - c) maintaining an account on the Website,
 - d) presenting advertising content tailored to their interests to the Website Users,
 - e) enabling viewing of content placed on the Website.
5. TOBILET.PL provides the above-mentioned services electronically to consumers, persons representing or otherwise acting on behalf of legal persons or organizational units without legal personality, as well as natural persons conducting business, commercial or professional activity, hereinafter referred to as "**Website Users**", including professional visitors.
6. TOBILET.PL sells Tickets for Events via the Website and at stationary TOBILET.PL points of sale. Tickets purchased at stationary points of sale TOBILET.PL are considered to have been purchased at the time of payment at the point of sale.
7. In connection with the provision of services listed in the Regulations, Website Users may contact TOBILET.PL by phone: +48 61 250 92 55 or by e-mail: info@tobilet.pl. The Customer Service Department is open from Monday to Friday from 8.00 to 19.00 In special cases, the working hours of the Customer Service Department may change.
8. The costs of using means of distance communication in order to conclude a contract for the sale of Tickets for Events via the Website do not exceed the costs usually used for the use of these means of communication according to the operator's price list.

9. Exclusive rights to textual materials, graphics, including information about Events, photos and descriptions of Events, including works within the meaning of the Act on Copyright and Related Rights, which are posted and distributed on the Website by TOBILET.PL or Organizers are vested in TOBILET.PL or Organizers.
10. Users of the Website are entitled to use the materials referred to in paragraph 9 in accordance with the law, but only for their own personal use and only for the purpose of proper use of the Website.
11. The use of the materials referred to in paragraph 9 in another scope is allowed only on the basis of prior written consent under pain of nullity, granted by the respective TOBILET.PL or the Organizer.

§ 2 Terms of Services

1. TOBILET.PL reserves the right to provide services via the Website only on the terms described in the Regulations.
2. Using the Website requires acceptance of the Regulations, expressed by the Website User at the time of creating an account or purchasing a Ticket without the option of creating an account on the Website, referred to in the further part of the Regulations.
3. Acceptance of the Regulations consists in submitting a statement by the Website User that he has read the content of the Regulations and undertakes to comply with its provisions.
4. TOBILET.PL informs that if the TOBILET.PL is not the organizer of the Event, the organizers of individual Events or other than direct TOBILET.PL sellers of Tickets for Events may impose additional obligations on buyers not listed in the Regulations, including applying individual regulations for the Event.

§ 3

Creating an account on the Website by the Account User

1. An account on the Website may be created by users who meet the conditions described below in paragraph, hereinafter referred to as "**Account Users**". The Account User is also a User of the Website.
2. TOBILET.PL additionally, provides the following services to the Account User free of charge via the account on the Website:
 - a) maintaining the Account User's session after logging in to the account;
 - b) storing and making available to the Account User through the account the history of purchased Tickets, access to invoices, account handling.
3. Creating an account on the Website takes place after selecting the "Register" tab and then accepting the Regulations referred to in § 2 section 2 and consists in filling in the appropriate fields with the account User's identification data and expressing consent by the Account User to receive commercial information or consent to receive commercial information or consent to telephone direct marketing to the e-mail addresses listed in the form. TOBILET.PL stipulates that the expression of the above marketing consents is not mandatory.
4. When creating an account on the Website, the Account User provides the following identifying data:
 - a) business e-mail address,
 - b) name and surname,

- c) full name (company) of the entrepreneur / employer,
 - d) position, function, profession,
5. The data provided by the Account User when creating an account should be true and consistent with the current state of affairs, because they are necessary to conclude the contract and only such guarantee proper performance by the TOBILET.PL of the service provider's obligations.
 6. TOBILET.PL reserves the right to verify the data provided by the Account Users during registration by checking the veracity of the data disclosed in public registers (KRS, CEIDG).
 7. After registration, the TOBILET.PL will verify the correctness of the above-mentioned identification data. In the case of providing incorrect data, the account will not be activated, the data will be deleted from the system, about which the Account User will be informed electronically to the e-mail address provided by the User.
 8. It is forbidden to use bots or other automated ICT tools that allow you to register an account without human intervention.
 9. The Account User is obliged to secure the password to access their account and not to disclose it to third parties. The password will be used by them for each subsequent login to the account.
 10. The Account User has the option of changing the data provided by them, at any time, after logging in to the account.
 11. The Account User may at any time terminate the use of the Account without any further obligations, unless the applicable law, applicable to the nature of the service provided, provides otherwise.

§ 4

Ticket sales

1. The Ticket Sales Agreement is concluded when the TOBILET.PL receives the payment made by the Website User. At the latest when expressing the will to be bound by a distance contract with TOBILET.PL, the TOBILET.PL presents the Website Users for reading and accepting the Regulations, in particular informs them about their rights and obligations.
2. The Website User who, after selecting the Event from the list of events available on the Website, has selected the "Buy a ticket" option in order to receive the Ticket is obliged to make a payment via the selected payment operator (e.g. payu.pl) to the TOBILET.PL.
3. When ordering Tickets and making payments, the Website User is obliged to exercise due diligence. Entering incorrect data, e.g. reservation number or payment code or payer data preventing the identification of the Website User may result in refusal to post the payment and cancellation of the transaction.
4. Depending on the Event, Tickets in different price categories may be available for sale. The Prices of Tickets for the Event are decided by the Organizer. TOBILET.PL only mediates in their sale. The organizer decides on the affiliation of specific places to a given price category.
5. After selecting the Tickets, the Website User fills in the form with identification data and then selects the preferred payment method.
6. The Website User has a choice of payment methods offered by the electronic payment operator cooperating with the TOBILET.PL.

7. By selecting the payment method, the Website User confirms this by clicking the button ("Buy"), which means expressing the will to conclude a distance ticket sales contract and simultaneous booking of a Ticket for the Event. After clicking, the Website User is redirected to the website of the electronic payment operator cooperating with TOBILET.PL.
8. TOBILET.PL sends the Website User to the e-mail address provided by the Website User a confirmation of payment registration together with a link referring to the page from which the Website User may download the Ticket, invoice and QR code of the Ticket after obtaining confirmation of payment.
9. Account Users will also have access to purchased Tickets in the "Your Tickets" tab visible in the account menu on the Website.
10. The reservation of places made by the Website User is binding to the TOBILET.PL and the Event Organizer after the Website User receives a confirmation of payment registration in the system to the e-mail address provided during the booking.
11. In case of any doubts as to the correctness of the booking process, please contact the Customer Service Department by phone: +48 61 250 92 55 or by e-mail: info@tobilet.pl.
12. It is forbidden to use bots or other automated ICT tools enabling the purchase of Tickets without human intervention. TOBILET.PL reserves the right to cancel tickets purchased using prohibited tools.
13. All receivables are settled by the TOBILET.PL in Polish currency (PLN).
14. Users of the Website have the opportunity to independently change or supplement the data previously provided by them on-line. A request to delete data submitted TOBILET.PL to the e-mail address: info@tobilet.pl before the service is performed by the TOBILET.PL means the Website User's withdrawal from the Ticket sales contract and will result in the cessation of the service by the TOBILET.PL.

§ 5

Event Tickets

1. The ticket must be printed and taken with you to the Event or presented on a mobile device at the time of entry control.
2. The Website User is obliged to check the compliance of the data / information placed on the Ticket (i.e. name and surname, type of event, type and duration of the document) with the order placed.
3. The printed Ticket has a unique number and a barcode /QR code, which will be used for verification at the time of entry to the Event.
4. A ticket that is illegible, destroyed or damaged may be considered invalid by the TOBILET.PL.
5. The Ticket may not be processed, copied or, in the case of Personal Tickets, made available to third parties whose data do not appear on the Personal Ticket. TOBILET.PL reserves the right to declare the Ticket invalid if its holder is not the person indicated on the Personal Ticket.
6. During the sale of Tickets for a given Event, the pool of Tickets may be increased (further Tickets may be added for sale) or reduced. The sale may also be completed before the start of the Event.
7. Ticket prices may change during the sale. Therefore, in the event of cancellation of the Ticket reservation by the TOBILET.PL due to the Payment by the Website User of the amount due for

the Tickets after the deadline or failure by the operator of electronic payments to pay the fee for the Ticket on time, TOBILET.PL will not be liable to the Website User for the inability to purchase Tickets at the price originally chosen by the Website User (in particular in the case of, when the price of Tickets for a given event increases in the meantime).

8. Additional fees may be added to the price of Tickets for individual Events (in particular a service fee expressed in an appropriate percentage of the total purchase price or fees introduced for individual Events). The Website User will be informed about the amount of additional fees and the total purchase price of the Ticket before enabling him to purchase a Ticket for the Event. Additional fees are intended, among others, to cover the costs of the Website and the costs of electronic payment operators cooperating with TOBILET.PL. Lack of consent to the surcharge to the applicable original ticket price expressed after the purchase of the Ticket does not constitute a basis for a complaint or cancellation of the reservation.
9. TOBILET.PL does not allow resale of purchased Tickets by Website Users. TOBILET.PL reserves the right to cancel resold Tickets and refuse to participate in the Event on the basis of the resold Ticket.

§ 6

Invoice

1. Invoices for the purchase of Tickets are sent together with the Ticket to the e-mail address provided by the Website User in the link to the Ticket, invoice and QR code of the Ticket.
2. The Account User has access to invoices for purchased Tickets in the account menu on the Website (in PDF form).
3. When ordering a Ticket, the Website User has the option of changing the data of the entity for which the invoice will be issued, and these data will be used by the TOBILET.PL only to issue the ordered invoice.
4. If the User wants to order an invoice after the process of purchasing a Ticket or correct the invoice for the Ticket, the Website User should send the data needed to issue an invoice or correct the invoice (i.e. entity data, transaction no., event name and gross price) together with the indication of his request to the e-mail address: info@tobilet.pl.

§ 7

Conditions of participation in the Event

1. The Organizer and the owner or manager of the facility where the Event takes place are entitled to refuse entry in the event if the participants of the Event violate any provisions and conditions of participation in the Event set by the Organizers. The Organizer, owner or manager of the facility where the Event takes place are entitled to carry out Ticket control and occasional security control in accordance with the provisions of generally applicable law.
2. TOBILET.PL stipulates that a participant of the Event who is late for the Event may not be allowed to enter the Event.
3. TOBILET.PL stipulates that a participant of the Event who uses photographic or recording equipment (including mobile phones, smartphones) without the consent of the Organizer may be prevented from entering or being invited out of the Event.

4. TOBILET.PL informs that during some Events, the Organizers may use special effects such as fireworks, sound, audiovisual, light effects, which may constitute health contraindications for some people (e.g. epilepsy), and prolonged exposure to noise may damage hearing.

§ 8

Responsibility

1. The Website User bears full responsibility for the veracity and correctness of the data provided by them, including the consequences resulting from incomplete or incorrect provision of data.
2. TOBILET.PL shall not be liable for the consequences of negligence or disclosure by the Account User of the password to access the account and its data to unauthorized persons.
3. TOBILET.PL is not responsible for problems in using the Website resulting from problems on the Internet independent of TOBILET.PL.
4. TOBILET.PL reserves the right to temporarily suspend the operation of the Website for technical reasons (failures, maintenance work, etc.). The Website User is not entitled to compensation in this respect.
5. TOBILET.PL shall be liable for non-performance or improper performance of the service only to the extent of the damage suffered by the Website User (excluding lost profits), unless the non-performance or improper performance occurred as a result of force majeure or the fault of the Website User or non-compliance with the provisions of the Regulations.
6. TOBILET.PL as the seller of Tickets for Events shall not be liable for cancellation, partial closure, shortening or postponement of the Event by the Organizers. In such cases, the Website User who purchased a Ticket via the Website has the right to demand from the TOBILET.PL a refund in the amount of the (gross) price of the purchased Ticket, in accordance with §9 sections 3-9.
7. TOBILET.PL may terminate the contract at any time, with immediate effect, in the following cases:
 - a) providing false registration data by the Account User when creating an account;
 - b) making services available by the Website User to other persons in order to achieve financial benefits without the consent of the TOBILET.PL.

§ 9

Ticket Refunds

1. In the event of non-use of the purchased Ticket valid on a given day of the Event for reasons attributable to the Website User or the Event participant, it is not possible to exchange it for a Ticket valid on another day of the Event, and the TOBILET.PL does not refund the amount due for the unused Ticket.
2. The Website User concluding a contract through the Website, i.e. outside the business premises or at a distance within the meaning of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827), is not entitled to withdraw from the contract without giving the reason referred to in Article 27 of the aforementioned Act.
3. If the regulations of the Organizer of a given Event specify the possibility and procedure of returning tickets, the TOBILET.PL will refund the user the prices for tickets in the case of and within the scope of amounts received for this purpose by the TOBILET.PL from the Organizer.

4. If the TOBILET.PL receives reliable information from the Organizer about the cancellation of the Event or a change in its date or time, the TOBILET.PL will immediately provide this information to the Website Users.
5. In order to return the Ticket in connection with the cancellation of the Event, the Website User should inform the TOBILET.PL by e-mail to the following address: info@tobilet.pl providing information about the willingness to return the Ticket and the Ticket's identification data, e.g. Ticket number, transaction number). The price for returned Tickets may be refunded only after the TOBILET.PL receives information about the willingness to return the Ticket. The price for the returned Tickets will be returned to the bank account number from which the payment for the Ticket was made, unless the Website User clearly indicates another account number to which the price should be refunded.
6. In the event of a change in the date of the Event, the Organizer, through the TOBILET.PL, will offer Users places for the selected Event at a different time (subject to availability) with a value corresponding to the value of the originally purchased Tickets, unless the regulations of the Organizer of a given Event provide otherwise or the Website User will be entitled to return the Ticket.
7. In order to return the Ticket in connection with the change of the date of the Event, the Website User should inform the TOBILET.PL by e-mail to the following address: info@tobilet.pl providing information about the willingness to return the Ticket and the identification data of the Ticket, e.g. Ticket number, transaction number). The price for returned Tickets may be refunded only after the TOBILET.PL receives information about the willingness to return the Ticket. The price for the returned Tickets will be returned to the bank account number from which the payment for the Ticket was made, unless the Website User clearly indicates another account number to which the price should be refunded.
8. In the case of purchasing Tickets at stationary points TOBILET.PL, the return of Tickets can be made directly at these points.
9. Return of Tickets or their exchange, in cases other than those referred to in paragraphs 3-8 above, are not possible.

§ 10

Obligations and rights of TOBILET.PL as the administrator of the Website

Protection of personal data of Website Users

1. The administrator of personal data of website users is TOBILET.PL. TOBILET.PL will take appropriate (technical and organizational) measures to protect the Website and the set of data created as a result of the registration of Website Users, protecting them against burglary, theft, destruction or other unauthorized use by third parties.
2. The data of the Website Users will be processed by the TOBILET.PL in accordance with the provisions in force in the field of personal data protection. TOBILET.PL undertakes to maintain the confidentiality of the website Users' data.
3. The Data Protection Officer appointed by the TOBILET.PL may be contacted by e-mail at the e-mail address iod@tobilet.pl.

4. TOBILET.PL processes Users' personal data obtained in connection with the use of the Website, setting up and maintaining an account on the Website and selling tickets for Events, for the following purposes: servicing the account on the Website, servicing the sale of Tickets for Events, to the extent necessary to conclude and perform the contract with the User pursuant to Article 6(1)(b) of the General Data Protection Regulation, hereinafter referred to as "**GDPR**".
5. TOBILET.PL may process Users' personal data also in order to establish, defend or pursue possible claims, conduct marketing activities, conduct analyzes and statistics, respond to Users' letters and requests and respond to ongoing complaint proceedings, conduct activities related to ensuring security, which is the legitimate interests of the TOBILET.PL as a data administrator personal within the meaning of Article 6(1)(f) of the GDPR.
6. TOBILET.PL may process Users' personal data also to the extent necessary to perform legal obligations incumbent on the TOBILET.PL in accordance with Article 6(1)(c) of the GDPR, e.g. in the field of accounting and taxes.
7. If the Website Users express marketing consents, the TOBILET.PL processes the Users' personal data for the purposes indicated in such consent in accordance with Article 6(1)(a) and Article 7 of the GDPR. Account Users have the right to withdraw their consent at any time. Withdrawal of consent does not affect the lawfulness of data processing, which was carried out on the basis of consent given before its withdrawal.
8. TOBILET.PL may disclose personal data of Website Users to entities providing legal, IT, service, courier, postal, marketing and promotional services to TOBILET.PL, entities authorized under the law, control and supervisory entities, enforcement authorities, as well as Event Organizers, if it is necessary to participate in the Event (e.g. personal tickets, identifiers, personal participation certificates).
9. TOBILET.PL stores personal data of Website Users for as long as it is necessary to achieve the purpose for which they are processed based on the following criteria: in the case of performance of the contract concluded with the Website Users, as long as the contract is in force, and after its completion for the period resulting from the provisions of law obliging TOBILET.PL to process personal data of Website Users for the period indicated in them (e.g. data on invoices by 5 years from the end of the last accounting year). In the case of processing personal data of Website Users in order to pursue the legitimate interest of TOBILET.PL or on the basis of the User's consent, TOBILET.PL will store personal data of Website Users for the period of achieving the purposes or the period for which consent was given, respectively, or until the objection to the processing of personal data of the Website User is properly recognized or consent to further processing of personal data by the Website User is withdrawn.
10. Website Users have the right to request access to their personal data, rectification, request the completion of incomplete personal data, including by providing an additional statement, deletion of their data or restriction of their processing, as well as the transfer of their personal data. In the case of processing personal data in order to pursue the legitimate interest of TOBILET.PL, Website Users may object to further processing of their personal data.

11. Website Users may submit a complaint to the supervisory body, which in Poland is the President of the Office for Personal Data Protection, if it is considered that the TOBILET.PL processes their personal data contrary to the GDPR.
12. TOBILET.PL uses systems for automated decision-making through profiling performed on the basis of the data held, in particular: data on the services provided, transmission data, location data, information obtained with the help of the so-called cookies. On the basis of this information, the TOBILET.PL may present to the Website Users offers tailored to their preferences, place of stay, interests, previous Events for which they purchased Tickets. Users of the Website may withdraw their consent to the use of their personal data for the purpose referred to in this paragraph at any time by changing the settings of the web browser used by them.

§ 11

Complaint procedure

1. TOBILET.PL informs that it is not always the Organizer of the Events for which it sells Tickets. Therefore, complaints regarding the course of such Events should be submitted to the Organizers of these Events. Complaints regarding the course of Events should be submitted in accordance with the regulations of a given Event.
2. Each User of the Website has the right to lodge a complaint in matters related to the functioning of the Website and the performance by the TOBILET.PL of services ordered via the Website.
3. Complaints should be expressed in writing and sent electronically to the address of reklamacje@tobilet.pl or by post to the address of Międzynarodowe Targi Poznańskie sp. z o.o., Głogowska 14, 60-734 Poznań.
4. The complaint will be considered within 14 days from the date of its receipt by the TOBILET.PL.
5. TOBILET.PL reserves the right to proportionally extend the deadline specified in paragraph 4 in the event that the consideration of the complaint will require additional explanations from the Website User or if the TOBILET.PL encounters technical obstacles independent of each other (failure of the ICT network, equipment, etc.).
6. The response to the complaint will be sent electronically or by post to the appropriate address provided by the Website User in the process of submitting the complaint.
7. If the TOBILET.PL does not recognize the complaint, the Website User may use out-of-court methods of dealing with complaints and pursuing claims. The Website User may ask for help from consumer organizations and municipal or district consumer ombudsmen. Detailed information on the possibility for the Website User who is a consumer to use out-of-court methods of dealing with complaints and redress and the rules of access to these procedures available at: www.uokik.gov.pl.
8. The Website User who is a consumer also has the option of using the EU ODR online platform, available at the Internet address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

§ 12

Final provisions

1. The Regulations in this wording shall apply from 1 September 2022.
2. TOBILET.PL undertakes to notify any changes to the Regulations and to publish their consolidated text on the www.tobilet.pl's website in good time.
3. In matters not covered by the Regulations, the generally applicable provisions of Polish law shall apply.
4. Any disputes that may arise between the Website User and the TOBILET.PL, the amicable resolution of which turns out to be impossible, will be settled by a common court competent in terms of content.
5. For the settlement of disputes with foreign contractors, the binding text of the Regulations in Polish shall be accepted as binding. The law applicable to the interpretation of the provisions of the Regulations is the law in force in the Republic of Poland.