

## TERMS AND CONDITIONS OF PURCHASING TICKETS for online events

### §1 Definitions:

1. Organizer - Mikołaj Rybacki Percival - Grupa Muzyczna, ul. Reymonta 17/4, 59-300 Lubin, NIP: 6921517770
2. User - a person purchasing a Ticket for an Online Event in the online store belonging to Mikołaj Rybacki Percival - Grupa Muzyczna, address: [www.percival.pl/sklep](http://www.percival.pl/sklep).
3. System - the Organizer's electronic system for selling Tickets for Online Events, located at [www.percival.pl/sklep](http://www.percival.pl/sklep), enabling the booking, ordering, sale and collection of Tickets.
4. Online Event - any cultural or other show performed by the Organizer in an online form, for which Tickets are sold by the Organizer, allowing access only to Users purchasing a Ticket.
5. Ticket - electronic confirmation of the conclusion of the contract by the User with the Organizer, on the basis of which the User acquires the right to access, and depending on the chosen form of the Ticket, also to participate in the Event in an online form, organized by the Organizer; The Package is also a ticket.
6. Buyer - each User who purchases a Ticket for an Event carried out by the Organizer.
7. First Pool - the first stage of selling Tickets, when the date of the Event has not yet been determined.
8. Second Pool - the second phase of Ticket sales, in which the date of the Event is announced.
9. Third Pool - the third phase of Ticket sales enabling online access to an Event that has already taken place.
7. Proof of Purchase - a Ticket with an electronic receipt or VAT invoice sent to the User's e-mail address, confirming the purchase of the Ticket.
8. Organizer's account - a bank account to which payments are made to the Organizer.
9. Consumer - a natural person who performs a legal transaction with the Organizer not directly related to its business or professional activity.
10. Store - website maintained by the Organizer at the domain [www.percival.pl/sklep](http://www.percival.pl/sklep).

### §2 General provisions

1. These Regulations contain provisions governing the rules for the sale of tickets for online events, the date of which has not been specified on the date of commencement of ticket sales, through the shop [www.percival.pl/sklep](http://www.percival.pl/sklep).
2. The sale of tickets and the organization of the online event is as follows:
  - I. First Pool - the time when information about the event is posted on the website and in the Organizer's store, and Users can purchase Tickets. The date of the event will be announced after the first pool of tickets is sold out, but not later than one year from the start of sales. Depending on the information provided by the Organizer in the ticket description, tickets purchased in the First Pool may entitle Users to additional benefits.
  - II. Second Pool - Time when the date of the event is announced until the date of the online event. Users can still purchase tickets. The price of tickets may be changed in relation to the price of tickets from the First Pool, depending on the Organizer's decision.
  - III. Third Pool - the pool of tickets for Users who buy access to an event that has already been held and shared.
3. The date of the concert will be announced no later than two weeks from the day of selling out the first pool of tickets.

4. Tickets, with the exception of the tickets from the Third Pool, entitle Users to access the fully online and live event. The user purchasing the ticket is entitled to access the already held online event at any time.
5. Detailed information on the online event will be published in the store and on the Organiser's website [www.percival.pl](http://www.percival.pl).
6. The contract of sale between the User and the Organizer is concluded when the amount due is credited to the Organiser's account, and the purchase of a ticket means that the User had ridden and accepted these Regulations. In disputable situations, it is needed to include a VAT invoice or receipt sent to the User's e-mail address.

### §3 Sale of tickets

1. The online sales system on the store's website is a system in which Tickets for online events organized by the Organizer are distributed.  
Payments in the online sales system are made in accordance with the Regulations on the Organiser's website.
2. The payment is made by the User from his own bank account.  
In order to purchase a Ticket, User must register in the shop. Tickets for online events are distributed in the first pool only through the Organizer's store, and in the following stages the distribution may also be carried out by the Organizer's Partners.
3. One User may purchase any number of tickets.
4. The day of concluding the contract for accessing the online event is the day of payment for the Ticket, ie the day the payment is credited to the Organiser's bank account.  
The amount due resulting from the order should be paid immediately after placing the order.
5. Tickets remain the property of the Organizer until the payment is recorded on the Organiser's account. The waiting time for the payment to be credited to the account is 48 hours.
6. If the payment is not made within the specified period, the Organizer reserves the right to cancel the order, the transaction will be canceled with no reservation.
7. Any changes to these rules are effective from the moment they are placed in the Organizer's online store.
8. The organizer reserves the right to change ticket prices.
9. The Organizer is not responsible for the loss, loss or transfer of the Ticket to another person.
10. It is not possible to exchange the ticket for another event, including online events. The exception is the exchange of a ticket in the case specified in §4 section 3, when the First Ticket Pool has not been sold out.
11. The Buyer is obliged to inspect the Ticket immediately after receiving it, in terms of data compliance and access to the event for which it was purchased.
12. The Organizer does not print or send tickets, unless it has been clearly stated in the ticket description on the Organiser's shop website.
13. The ticket entitles you to access the material for a minimum of 2 years, which will not be available to Users who do not have a valid ticket. However, the organizer reserves the right to publish excerpts from the concert, including for the purpose of promotion and advertising. The organizer also reserves the right to digitize the concert and its distribution, including audio and video distribution on physical carriers.

### §4 Liability and returns

1. Purchased tickets for an online event, even if unused, are non-refundable, subject to §4 section 3. The Organizer is not responsible in the event of technical problems on the part of the User, including those related to the User's internet connection, such as loss of connection, slow data transfer etc.
2. The Organizer is not responsible for the actions of third parties (in particular the activities of

websites on which the event will take place), which hinder or prevent the User from accessing the event. In this case, the Organizer undertakes to take steps to enable the User to gain access to the event.

3. If the First Pool of tickets is not sold out within one year from the start of sale, tickets for an online event purchased in the First Pool are returnable and may be exchanged for a ticket for another online event or for a discount coupon to be used in the Organizer's store. If the User selects a return in the form of a discount coupon, the Organizer will increase the value of the coupon by 50% (excluding VIP Tickets & Packages). Tickets purchased in the Second and Third Pool are non-refundable.

4. The Organizer is not responsible in the event of a temporary loss or slowdown in data transmission during the event, if such a situation is not the Organizer's fault. The organizer undertakes to take all steps to prevent such a situation.

5. In the event of problems with accessing the event, the User should immediately contact the Organizer by writing to the following address: [shop@percival.pl](mailto:shop@percival.pl).

6. The organizer is not responsible for the cancellation of the event due to random or force majeure. In such event, the Organizer is obliged to set a new date for the event.

7. In the event of changes to the date, time and access to a given event, the Organizer will inform Users on the website [www.percival.pl/sklep](http://www.percival.pl/sklep) and on Organizer's Facebook social profile.

If the date or method of access to the event is changed, the tickets remain valid on the new date.

8. The Organizer reserves that in cases justifying the refund of the ticket purchase costs, only the price shown on the Ticket will be reimbursed. Any other additional expenses incurred by the User are non-refundable. The reimbursement of the purchase price of the Ticket will be made by bank transfer within 14 working days from the date of receipt of the request for return and sending the data necessary for the transfer (enclosing the order number and proof of purchase, the User's bank account number, User's address data) to the following address: [shop@percival.pl](mailto:shop@percival.pl). The time limit for the return may be extended in accordance with specific statutory regulations.

9. The organizer is not responsible for incorrectly entered data during the registration process, especially providing an incorrect e-mail address to which the ticket will be sent.

10. During each of the events lighting is used, which in some Users may trigger an epilepsy attack. The Organizer makes every effort to ensure that information about it is posted in a clear and easily accessible manner for Users.

11. It is forbidden to modify, copy, make public and further share the link sent to the User along with the Ticket. Each action of the User violating the interest of the Organizer authorizes the Organizer to demand that the violations be ceased and to pay the amount corresponding to the benefits lost by the Organizer.

## §5 Rights and obligations of the Parties

1. The user is obliged to:

- use the transaction site in accordance with the law, the provisions of these regulations and morality;
- provide real personal data and payment details;
- do not transfer the rights resulting from the transaction to third parties;
- do not use the transaction site to make false or fraudulent bookings or any other tort.

2. The Organizer has the right to withdraw from the contract in the event of a breach by the User of these Regulations, in particular providing incorrect data regarding the payment card.

3. User concluding an agreement with the Organizer outside the business premises or remotely in accordance with Art. 38 point 12 of the Act of May 30, 2014 on consumer rights (Journal of Laws of June 24, 2014), there is no right to withdraw from the Agreement, in accordance with the above-mentioned act.

4. The processing of personal data has been regulated in detail in the Regulations of the online store [www.percival.pl/sklep](http://www.percival.pl/sklep). Providing any personal data is voluntary. Providing contact details is

necessary for the conclusion and performance of the Ticket purchase contract as part of the website.

5. The User may consent to the storage and processing of personal data contained in the registration form and collected in the account for marketing, information and promotion purposes, including information on the Organiser's offer.

6. The organizer uses IP addresses collected during Internet connections for technical purposes related to server administration. In addition, IP addresses are used to collect general, statistical information on the determination of the region from which the connection is made. These data are not combined with Users.

## §5 Final provisions

1. In matters not covered by these Regulations, the relevant provisions of the Polish Civil Code shall apply.
2. In the event of disputes with the User that may arise from the application of these Regulations, the joint intention of the parties will be to resolve them amicably. A user who is a consumer has the option of using an out-of-court complaint and redress procedure before the Consumer Arbitration Court in Legnica, Poland.
3. In the absence of amicable settlement of disputes, the court competent to settle disputes with a User who is not a Consumer is the common court competent for the seat of the Organizer. Users are responsible for any violations of applicable law and the provisions of these Regulations when using the store and participating in the event.
4. It is forbidden for Users to provide unlawful content by the Users of the event, in particular violating the applicable law in any way, calling for racial, ethnic, sexual or religious hatred, containing pornographic content, praising fascism, nazism, communism, promoting violence, offending religious feelings, violating the law of other people, etc.
5. The user bears full responsibility for breaking the applicable law or for damage caused by his actions in the Organizer's online store, as well as on the platform enabling access to the event, in particular for providing illegal or false information, violation of personal rights or copyrights and related rights, as well as disclosure of a professional secret or other confidential information.
6. The Organizer reserves the right to discontinue the provision of services to the User in the event of violation or reasonable suspicion of violation by the User of the applicable law or the provisions of these Regulations, the rules of the Organizer's shop or the platform enabling access and participation in the event.
7. In the event of a dispute, the Polish version of these Regulations applies to Polish citizens. English version applies to Users without Polish citizenship.