

## **Ticket sales terms and conditions.**

### **General provisions**

#### **§1**

1. These Terms and Conditions set out the rules governing the conclusion and performance of ticket sales contracts, as well as the rules governing audience participation in events organised by the Krakow Opera (hereinafter: Opera) and is published on the Opera's website. By purchasing tickets, the Buyer accepts the terms and conditions set out in these Terms and Conditions. The Seller is: The Krakow Opera in Krakow; 48 Lubicz Street, 31-512 Kraków; NIP [Tax Identification Number]: 6750006174.
2. Ticket sales and bookings for Opera events begin on the date the event is listed in the repertoire on the Opera's website.
3. The Opera may set a different date for the start of ticket sales and bookings for a given event than that specified in the rule set out in the paragraph above. This information will be posted on the Opera's website alongside the relevant event.
4. The rules governing the sale and booking of tickets for events organised at the Opera by third parties (hereinafter: external events) are determined on a case-by-case basis by the organiser of the event in question. The provisions of these Terms and Conditions do not apply to external events. The Opera does not organise "external events" and accepts no responsibility for how they are conducted.

#### **§2**

1. Ticket prices for Opera performances are set out in the Price List, which is determined by the Director. The ticket prices for this event are listed on the Opera's website.
2. Prices are quoted as gross amounts (including VAT) in accordance with tax regulations.

#### **§3**

1. Tickets and invitations will be checked at the entrance to the auditorium (including the number of seats indicated on the ticket or invitation).
2. Verification is carried out only once, which means that the same ticket (or, in the case of an online ticket, the same code) cannot be reused by another person, even if the ticket or invitation is issued for more than one seat.

### **Sale and booking of individual tickets**

#### **§4**

1. Individual tickets (up to 10 seats per event) are available for performances from the Opera's repertoire and for special events (such as: premieres, guest performances staged at the Opera's invitation, festival events).

2. Individual tickets are available via: online sales; direct sales at the Opera Box Office; and sales based on a booking.
3. The following are eligible to purchase individual tickets at a 10% discount on the Opera's standard price list: people with disabilities; people aged 70 or over; people holding veteran status or recognised as victims of repression during wartime and post-war periods; activists of the anti-communist opposition; persons subjected to political repression; family members holding a "Large Family Card"; and persons entitled under agreements concluded by the Opera. This entitlement may only be exercised upon presentation of supporting documents, subject to the requirement to provide proof of this entitlement upon entry to the event.
4. A carer accompanying a person with a disability (holding a Group 1 disability certificate or a certificate of significant disability) is entitled to one ticket at a 70% discount.

### **Sale and booking of group tickets**

#### §5

1. Group tickets are available for selected events (organised by the Opera) for a minimum of 11 seats.
2. Group tickets are sold in the following ways: directly at the Opera Box Office; or following a booking.
3. School or nursery groups are entitled to one ticket at a price of PLN 25 for a supervisor (one supervisor per 10 minors).
4. The Opera reserves the right to impose a limit on the maximum number of group tickets that may be purchased by a single person for specific performances. Information regarding this restriction will be posted on the Opera's website.

### **Online sales**

#### §6

1. General provisions.
  - 1) Online sales apply to individual tickets (up to a maximum of 10 tickets) and are conducted via the website.
  - 2) The "Buy ticket" or "Last tickets" icon is only displayed if tickets for this event are currently available for purchase online.
  - 3) Online ticket sales close one hour before the start of the event.
2. Ordering and purchasing.
  - 1) The buyer selects a performance for a specific date and time and follows the instructions that appear on the screen after clicking the "Continue" button.
  - 2) The "Buy and pay" icon is intended solely for purchasing tickets, not for making reservations. Any payments made to the Opera's account without using the online ticket booking portal will be refunded to the Buyer's account.

- 3) You can purchase up to 10 tickets at a time.
  - 4) Once you have selected your seat(s) in the auditorium, you have 10 minutes to complete your order; after this time, you will need to start the purchase process again.
  - 5) Once the order form has been completed, the Buyer is redirected to the website through which they make payment for the tickets.
  - 6) The provider of online payment services is Przelewy24 or Autopay S.A.; accepted payment cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro. The order processing time is calculated from the moment we receive confirmation of payment via bank transfer, electronic payment or payment card.
  - 7) Orders that are not paid for within the timeframe specified at the time of placing the order will be automatically cancelled.
  - 8) The Buyer will be notified by email, sent to the address provided in the order, of the successful completion of the transaction and the purchase of the tickets; if payment is not received within the specified time, the Buyer will be notified of the cancellation of the order.
  - 9) The date on which the Opera receives notification of the payment is the date on which the payment is deemed to have been made.
  - 10) An invoice may only be issued to the individual or company that purchased the tickets online, provided they have first completed the registration form selecting the option to issue a VAT invoice and have provided the necessary invoice details.
3. Delivery, collection and processing of tickets purchased online.
- 1) Tickets purchased online are sent electronically to the Buyer's specified email address as a PDF attachment.
  - 2) The Buyer is required to print out the ticket they have received and present it at the entrance to the event. To print your ticket in PDF format, you will need to install the free Adobe Acrobat Reader software. Please use white A4 paper for printing to ensure that the printed code is clearly visible.
  - 3) The Buyer may also present their ticket (at the entrance to the event) on the screen of a mobile device (tablet, mobile phone).
  - 4) If the Buyer is unable to print the e-ticket themselves or present it on a mobile device, the Box Office will print the purchased ticket with a code, subject to the following conditions: the e-ticket received must be sent to the email address: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl), and the transaction number must be provided upon collection; for events taking place on the Opera's premises, a member of staff at the Box Office may print the e-ticket no later than 45 minutes before the performance; for events taking place outside the Opera's premises, a member of staff at the Box Office may print the e-ticket no later than one day before the event.
  - 5) The code on the e-ticket purchased online must be verified once upon entry to the event. The Opera reserves the right to refuse entry to the event if the code has already been used.
  - 6) Performances start on time. Latecomers will not be admitted to the auditorium until the interval (if the performance has no interval, the ticket will be invalidated). In such cases, the Buyer is not entitled to demand that the Opera allow them to attend the performance, exchange the ticket for another one, or request a refund.
  - 7) The Opera shall not be liable for the Buyer's disclosure of ticket collection details to third parties.
4. Ticket refund.

- 1) The Buyer is entitled to a refund or exchange of a ticket purchased online only in the event of the event being cancelled or the programme being changed. In such a case, the Opera will immediately notify the Buyer by telephone or by email sent to the address provided in the order. If an event is cancelled, the Opera will refund payments and cancel tickets. If the programme is changed, the ticket remains valid, but the purchaser may notify us by email that they wish to cancel the ticket. You may cancel your ticket up until the start of the event. If you cancel your ticket, the Opera will refund your payment and cancel the ticket.
  - 2) In the cases described above, the Opera will refund the payment by bank transfer to the Buyer's account specified in the order within 14 days.
  - 3) The Buyer is not entitled to withdraw from a distance contract or to return tickets on that basis.
5. Complaints procedure.
- 1) Please send any questions, comments or complaints regarding the operation of the online ticket sales system for Opera performances by email to: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl).
  - 2) Complaints must be submitted no later than 7 days from the date on which the Buyer becomes aware of the situation or event giving rise to the complaint.
  - 3) Any complaint submitted after the expiry of the above deadline will not be considered and will have no legal effect.
  - 4) The complaint should include the transaction number, amount and date, as well as a detailed description and the reason for the complaint.
  - 5) The Opera will respond to the complaint within 14 days of receiving it by email. The deadline for a response may be extended if the complaint contains omissions that prevent or hinder its processing; by up to 14 days from receipt of the complete complaint.
6. Miscellaneous provisions.
- 1) The Opera shall not be liable for: any damage that may arise from the malfunctioning of the website or its temporary unavailability; any damage that may result from third parties gaining access to the Buyer's data; or any further consequences of downloading information from the website.
  - 2) The Opera reserves the right to terminate or suspend online ticket sales at any time without giving a reason.

### **Ticket sales at the Opera Box Office**

#### **§7**

1. Tickets are sold directly at the Box Office at the Opera (Kraków, 48 Lubicz Street). The Box Office opening hours are available on the Opera's website and at the main entrance to the Opera.
2. On the day of the performance, the Box Office will give priority to those attending the event.
3. Should there be any changes to the Box Office's opening hours, the Opera will announce this via a notice posted on the Opera's website and at the Box Office.
4. Payment for tickets purchased at the Box Office can be made in cash or by card. We recommend making a cashless payment. The provider of cashless payment services is Przelewy24 or Autopay S.A.; supported payment cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro.

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### **Booking individual and group tickets**

#### **§8**

1. Ticket bookings can be made online (by email), in person or by telephone at the Box Office during its opening hours, subject to the proviso that the Box Office does not accept bookings whilst it is handling another ongoing event, i.e. one hour before the event begins. Email: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl) Tel. +48 12 296 6260, +48 12 296 6261.
2. Reserved tickets must be purchased within the timeframe specified by the person taking the booking. Tickets that are not collected within the specified time will automatically become invalid.
3. Payment for booked tickets can be made:
  - 1) at the Box Office, in cash or by card;
  - 2) by bank transfer to the Opera's account no. 46 1020 2892 0000 5902 0564 8078 (PKO BP SA) – please state in the payment reference: the name of the organisation/the first name and surname of the person for whom the booking is made, the title and date of the performance. The bank transfer must be made at least three working days before the booking's expiry date (the date on which the transfer is credited is decisive). Payments in foreign currency are recorded at the exchange rate on the day.
4. Bookings for individual tickets for a given event close the day before the event takes place, whilst bookings for group tickets must be made no later than five working days before the date of the event.
5. Please send any email enquiries regarding ticket purchases or booking options to: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl). The Opera will respond to enquiries within 3 working days.

### **Delivery, collection of purchased tickets, invoices**

#### **§9**

1. Tickets paid for by bank transfer are collected from the Box Office during its opening hours, three working days after payment has been made and no later than 30 minutes before the performance begins.
2. The Opera accepts no liability for the Buyer disclosing ticket collection details to third parties.
3. You can collect an invoice for the tickets you have purchased from the Box Office once you have paid the amount due and provided all the necessary details for the invoice. If you require an invoice, please inform the Box Office staff before making your purchase, or when placing your order in the case of online sales. The invoice must be issued no later than the 15th day of the month following the month in which the purchase was made.

### **Subscriptions**

#### **§10**

1. A subscription is a form of fixed booking for performances in the Opera's repertoire on designated days of the week, with a minimum of 10 seats reserved for each day of the week covered by the booking.
2. The subscription is valid on the basis of a subscription contract signed with the Opera, which sets out the terms and conditions of use and the mutual obligations of the parties.

Subscription contracts are concluded in August and September for the upcoming artistic season.

3. Procedure for signing and settling a subscription contract:
  - 1) The Contracting Party shall specify in writing the number of performances, seats and booking dates requested under the subscription;
  - 2) Once the Opera has verified the feasibility and the final scope of the booking has been agreed, the Parties shall sign a subscription contract;
  - 3) The Contracting Party receives a subscription from the Opera, which serves as an admission ticket.
  - 4) The Opera will issue an invoice to the Contracting Party at the end of each month of the contract period.
4. The Opera reserves the right to limit the number of seats available for subscription sales.
5. The Contracting Party is entitled to reduce the number of tickets purchased in a given month by up to 20%, provided that it submits a written cancellation at least 14 working days before the date of the performance (email: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl)). If no cancellation is received, the Opera will issue an invoice for the subscription tickets used.
6. If your subscription ticket goes missing, please report it immediately by emailing: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl). Adherence to this format is a prerequisite for issuing a duplicate.

### **Concessionary tickets**

#### **§11**

1. Concessionary tickets constitute a separate category of tickets sold at a reduced price. These are available for specific groups of attendees ("staff tickets") or types of events ("public tickets").
2. "Staff tickets" are sold to current and retired Opera employees for repertoire performances in categories "S" and "D", for designated seats and within a set allocation (24 tickets in the Main Stage auditorium). Each employee may purchase a maximum of two tickets per title. The number of "staff tickets" in the pool is subject to change.
3. The director sets the prices for "staff tickets" and "public tickets".

### **Refunds for purchased tickets, complaints**

#### **§12**

1. Refunds for purchased tickets will only be issued if the performance is cancelled by the Opera or if the programme is changed.
2. Refunds for tickets purchased at the Box Office are processed on presentation of the ticket and the accompanying receipt from the till or VAT invoice.
3. Ticket refunds are accepted at the Box Office within the timeframe set by the Opera. Information regarding the date is published on the Opera's website each time.
4. In the case of tickets purchased online, the Opera will, within 14 days of announcing the cancellation of the performance, either refund the payment by bank transfer to the Buyer's account specified in the order, or inform the Buyer of the refusal to refund the payment and the reasons for this, by email sent to the Buyer's address.

5. The Box Office does not exchange tickets.
6. Complaints should be addressed to the Box Office, email: [tickets@opera.krakow.pl](mailto:tickets@opera.krakow.pl); tel. +48 12 296 6260, +48 12 296 6261.

### **Information for Audience Members**

#### §13

1. The rules governing attendance at events held at the Opera (48 Lubicz Street) are set out in the Rules and Regulations for guests and audience members in the buildings of the Krakow Opera. By purchasing a ticket for the event, you agree to these Rules and Regulations.
2. Once the performance has begun, latecomers will not be admitted to the auditorium until the next interval. For performances without an interval, arriving late will prevent the Audience Member from attending the performance. In the situations described, ticket holders are not entitled to a refund.
3. For children's and family performances, every member of the audience, regardless of age, must have a ticket.
4. For performances with a specific age rating, in the event of non-compliance the Opera reserves the right to verify a child's age and, where justified, to refuse admission to the performance. In this case, the Audience Member is not entitled to a refund for the tickets purchased. Information regarding the age rating is provided in the "Repertoire" section, next to the relevant event.
5. The Opera may, by separate decision of the director, grant individuals or groups of individuals the right to purchase tickets at a special price.
6. The Opera has the right to record the proceedings of the events it organises using audio-visual recording equipment and to broadcast such recordings.
7. Audience Members acknowledge that by attending events organised by the Opera, they consent to being photographed and/or filmed free of charge, and to the recording, broadcasting and distribution of their image for documentary and reporting purposes, as well as promotional.

### **Availability**

#### §14

1. The Opera is barrier-free and accessible to people with disabilities.
2. The auditorium of the Grand Opera Stage has two spaces designated for wheelchair users, whereas the auditorium of the Chamber Hall/Opera Studio does not have such spaces.
3. Drivers of vehicles transporting people with disabilities may drive up to and stop at the Opera (on the side of the administration building) whilst passengers with disabilities alight from the vehicle. If you wish to make use of this option, please inform the Box Office staff when purchasing or booking your tickets.

4. The Opera does not have any parking spaces, including those reserved for people with disabilities. The nearest designated parking spaces for people with disabilities (so-called disabled parking bays) are located on Topolowa Street and on Iwony Borowickiej Street, within the paid parking zone, a disabled parking permit entitles the holder to park free of charge in spaces specifically designated for people with disabilities.
5. The Opera can provide an assistant who, on the day of the event, will collect a person with a disability from the bus or tram stop located next to the Opera. Please inform the Box Office staff of this requirement when purchasing or booking tickets and confirm it no later than 3 working days before the event in question.
6. A person with a visual impairment may enter the Opera auditorium with a guide dog or assistance dog, subject to prior arrangement with a member of staff at the box office.

### **Participation in the event**

#### §15

1. Whilst at the venue and whilst moving around the premises, Audience Members are required to comply with the applicable laws and regulations; in particular, they must adhere to the Rules and Regulations for guests and audience members in the buildings of the Krakow Opera, which are published on the Institution's website.
2. Persons exhibiting symptoms of infection (fever, cough, shortness of breath), or who are in quarantine or under epidemiological supervision, are not permitted to attend the event.
3. Children under the age of 13 may only enter the Opera if accompanied by a parent, legal guardian or another adult.
4. Please avoid crowding around doors, passageways and corridors.
5. The auditorium for events held at the Opera is open to the public in accordance with current legislation and the recommendations of the Chief Medical Officer and the Minister of Culture and National Heritage and the Minister of Health.
6. For outdoor performances, Audience Members are required to take their seats in the designated areas indicated on their tickets or as directed by the Audience Services staff.
7. We recommend that people with special needs, older people, pregnant women and parents with children use the lift. When using the lifts, please follow the instructions displayed on the doors regarding the maximum number of people allowed in the lift at any one time.
8. The Opera reserves the right to make changes regarding seat availability in the event of changes to current health regulations. In the event of a reduction in audience numbers, particularly due to changes in health regulations, a notice to this effect will be published on the website.

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### Data protection

#### §16

1. The data controller is the Krakow Opera in Krakow, with its registered office at: 48 Lubicz Street, 31-512 Kraków (near the Opera). Contact details: email: [opera@opera.krakow.pl](mailto:opera@opera.krakow.pl), tel.: +48 122 966 101.
2. The contact person for matters relating to the protection of personal data is the Data Protection Officer, who can be contacted by email at: [odo@opera.krakow.pl](mailto:odo@opera.krakow.pl) or by post at the Opera address given above, marked "For the attention of the Data Protection Officer".
3. Further details regarding the processing of personal data and the Privacy Policy can be found on Opera's website: <https://www.operakrakowska.pl/rodo>.

### Final provisions

#### §17

1. In specific circumstances where it is in the Opera's interest to ensure that its productions are presented to particular individuals or institutions, and in accordance with the terms of contracts signed by the Opera for a given season (including sponsorship, patronage, cooperation and subscription contracts), the Opera reserves the right to restrict ticket sales for a designated performance to the extent necessary.
2. The Opera also reserves the right to impose limits on ticket sales and bookings. Information regarding the capacity limit will be published on the website under the "Repertoire" section, next to the relevant production title.
3. In the event of adverse weather conditions, the Opera reserves the right to reschedule or cancel outdoor performances. Announcements regarding the above changes will be posted on the Opera's website on the respective dates of the events in question. In the event of a performance being rescheduled, any member of the audience who has purchased a ticket in a section covered by the rescheduling guarantee is assured of being able to attend the performance, regardless of where it takes place.
4. The Opera may amend these Terms and Conditions, and such amendments shall apply to ticket sales contracts entered into after the date on which the new version of the Terms and Conditions is published on the Opera's website.