



## TERMS AND CONDITIONS OF SALE AND BOOKING AT THE WROCLAW OPERA

These Terms and Conditions of Sale and Booking define the rules for the booking and sale of tickets to artistic events taking place at the Wrocław Opera (hereinafter: Events), organised by the Wrocław Opera, covered by its ticket sale system, with the exception of the sale of subscriptions and online ticket sale.

### **Chapter 1 Rules of participation – information for spectators**

1. By purchasing a ticket to an Event, the Customer accepts these Terms and Conditions.
2. The Wrocław Opera reserves the right to make alterations to its repertoire or Event casts.
3. Concession ticket holders should present up-to-date proof of concession before admission to the Event. If they do not present the relevant proof of concession, their concession tickets become invalid and they may not take part in the Event or return the tickets. In such a case they may take part in the Event only after paying extra up to the full ticket price at the Wrocław Opera Box Office before the Event.
4. The Customers shall be responsible for possible late arrival or any other inconvenience resulting from the failure to present proof of concession.
5. Persons under the age of 16 (hereinafter: minors) must be accompanied by an adult, with the exception of educational Events dedicated to children and Events organised on the basis of separate regulations. In the case of such Events the presence of an unaccompanied minor during an Event shall signify consent to the minor's participation in the Event. Carers shall be responsible for the behaviour of the minors. If an Event is disrupted, the Spectators may be asked to leave the auditorium without the right to a refund.
6. Events starts on time. Latecomers shall be admitted to the auditorium only during the interval, if an interval has been planned for the Event. Latecomers not admitted to the auditorium shall not be entitled to have their unused tickets refunded.
7. No food or beverages may be consumed in the auditorium.
8. The Spectators in the auditorium must switch off audiovisual signals in their mobile phones, electronic watches and other devices with such signals.
9. Sound recording, photography and filming during Events are forbidden.
10. There is a total smoking ban on the Wrocław Opera's premises.
11. Spectators failing to follow instructions of the Wrocław Opera staff in the case of infringements of the Terms and Conditions, or presenting a threat to the safety of the other Spectators shall be asked to leave the premises of the Wrocław Opera. In such cases they shall not be entitled to a refund or exchange of their tickets. If an Event is interrupted by a Spectator failing to observe the Terms and Conditions, the Spectator shall be liable for the costs of the interruption. The Wrocław Opera reserves the right to refuse ticket holders admission to an Event in cases justified by safety and security considerations, and if the ticket holders are intoxicated or may carry guns or other objects that may constitute a threat.
12. The Wrocław Opera reserves the right to make alterations to its Terms and Conditions of Sale and Booking. All alterations to the Terms and Conditions shall enter into force on the date indicated by the Wrocław Opera, no later than 14 days from the date of having been made available on the Wrocław Opera's website: [www.opera.wroclaw.pl](http://www.opera.wroclaw.pl). Bookings made before the entry into force of the alterations to these Terms and Conditions shall be processed on the basis of the provisions in force on the day of the booking.
13. The Wrocław Opera reserves the right to introduce separate terms and conditions of booking tickets for selected Events as part of special promotional actions. The rules of booking and purchasing tickets for

selected Events and other events (projects) organised at the Wrocław Opera by other entities and external organisations shall be defined individually on each occasion.

## **Chapter 2 Booking individual tickets**

1. Individual bookings can be made in person at the Promotion and Customer Service Department or by phone (+48 71 370 88 80, +48 71 372 43 57, +48 71 370 88 81), Monday to Friday, 8:00–16:00.
  - a. Individual bookings can also be made in person at the Box Office during its opening hours. 60 minutes before the beginning of an Event the Box Office sells tickets only for this Event.
  - b. The Box Office is open Monday–Saturday, from 12.00 till 19.00 and Sunday from 11.00 till 18.00 as well as 1 hour prior to the Event.
  - c. In July, August and special holiday periods the opening hours shall be set separately.
  - d. Bookings made in any other form shall not be taken into consideration.
2. Customers making individual bookings must give the employee of the Wrocław Opera (Promotion and Customer Service Department) the first and last name of the person making the booking as well as phone number and electronic address. By making the booking the Customers agree to the processing of their personal data, which shall be used by the Wrocław Opera solely for the purpose of effective booking service (to send booking confirmation as well as information about repertoire changes).
3. Bookings can be made 30 days before the date of the Event at the latest.
4. Tickets booked by phone or in person at the Promotion and Customer Service Department shall be bought within 30 days of making the booking subject to letter a. below.
  - a. If the booking date makes it impossible to purchase the ticket within the deadline referred to above, the ticket must be bought 14 days before the Event at the latest.
  - b. If the tickets are not purchased within the deadlines referred to above, the booking shall be automatically cancelled and the tickets shall be resold.
5. Tickets that have been booked can be paid for by cash or card at the Box Office or by bank transfer.
  - a. In the case of a bank transfer, Customers should provide the name of the person making the booking as well as booking number and Event date and title.
  - b. The date of the payment by bank transfer shall be the date on which the sum due is credited to the Wrocław Opera's bank account.
6. Tickets that have been booked and paid for can be collected from the Box Office upon presentation of an ID and signing of a receipt. Tickets can be collected by a third party, that is a party other than the one making the booking or indicated in the booking, upon presentation by that party of booking details – its number and data of the person making the booking or indicated as the person making the booking.
7. The Wrocław Opera does not provide ticket delivery.
8. The Wrocław Opera reserves the right to change the deadline for payment for tickets in the case of selected Events.
9. The number of tickets for an Event that can be booked is limited to no more than 50% of all seats in the auditorium put up for sale.

## **Chapter 3 Booking group tickets**

1. Group bookings can be made in person at the Promotion and Customer Service Department or by phone (+48 71 370 88 80, +48 71 372 43 57, +48 71 370 88 81), Monday to Friday, from 8:00 till 16:00.
  - a. Group bookings can also be made in person at the Box Office during its opening hours. 60 minutes before the beginning of an Event the Box Office sells tickets only for this Event.
  - b. The Box Office is open Monday–Saturday, from 12.00 till 19.00 and Sunday from 11.00 till 18.00 as well as 1 hour prior to the Event.
  - c. In July, August and special holiday periods the opening hours shall be set separately.
2. Group bookings can be made for at least 20 tickets by one individual, company or institution for one Event on the same day.

3. Group bookings require a written confirmation. The group ticket booking form can be downloaded from the Wrocław Opera's website and constitutes Annex 1 to these Terms and Conditions.
4. The booking (filled in Group Ticket Booking Form) must be sent no later than 2 working days from the date of the booking via electronic mail to [opera@opera.wroclaw.pl](mailto:opera@opera.wroclaw.pl), by fax (+48 71 370 88 81) or submitted personally at the Promotion and Customer Service Department. After this deadline the booking shall be automatically cancelled as a result of which the tickets shall be put up for regular sale.
5. Group tickets shall be paid for within a deadline arranged with the Promotion and Customer Service Department no later than 30 days after the booking has been made and no later than 21 days prior to the Event.
  - a. If the tickets are not paid for within the deadline, the booking shall be cancelled, as a result of which the tickets shall be resold.
  - b. The deadline for paying for group tickets referred to in point 5 of these Terms and Conditions shall not apply to schools taking part in the "School in the City" project in the current school year.
6. Booked group tickets can be paid for by bank transfer to the Wrocław Opera's account – the account number is given in the Group Ticket Booking Form and booking confirmation – by cash or card at the Box Office.
  - a. Booked group tickets must be paid for in full at the same time by means of one payment method.
  - b. In the case of a bank transfer, Customers should provide the name of the person making the booking as well as booking number and Event date and title
  - c. The date of the payment by bank transfer shall be the date on which the sum due is credited to the Wrocław Opera's bank account.
7. Tickets that have been booked and paid for by bank transfer can be collected from the Box Office until the day of the Event. In consideration of the comfort of our Spectators, tickets should be collected no later than half an hour before the beginning of the Event.
8. The Wrocław Opera does not provide ticket delivery.

#### **Chapter 4 Sale of individual and group tickets**

1. Individual and group tickets are sold in accordance with the current price list for tickets to artistic Events held at the Wrocław Opera.
  - a. The prices given in the current price list are gross prices in Polish zlotys.
  - b. A seating plan with the current price zones/sections is available on [www.opera.wroclaw.pl](http://www.opera.wroclaw.pl) and at the Box Office.
2. Individual and group tickets are sold directly by the Box Office open Monday–Saturday, from 12.00 till 19.00 and Sunday from 11.00 till 18.00 as well as 1 hour prior to each Event.
  - a. 60 minutes before the beginning of an Event the Box Office sells tickets only for this Event.
  - b. In July, August and special holiday periods the opening hours shall be set separately.
3. Tickets can be paid for at the Box Office by cash or card. The Wrocław Opera shall not be held liable for any interruptions in the processing of card payments caused by the system operator.
4. VAT invoices are issued on the Customer's request up to 7 days from the payment of the due amount to the Wrocław Opera's bank account or from the date on the cash register receipt. After the deadline referred to above, a VAT invoice can be issued only on the basis of the Customer's written statement submitted and delivered to the Wrocław Opera no later than 30 days from the payment of the due sum to the Wrocław Opera's bank account.
5. Tickets to Events held at the Wrocław Opera sold online are sold 24 hours a day only through the website [www.opera.wroclaw.pl](http://www.opera.wroclaw.pl).
  - a. The rules of the sale, payment and distribution of tickets purchased online are regulated by separate Terms and Conditions of Online Sale.
  - b. The Wrocław Opera reserves the right to entrust the sale of tickets to external operators.
6. Through its ticket sale system the Wrocław Opera sells full price tickets, concession tickets as well as passes. Tickets for unsold seats (passes) are sold at the Box Office 30 minutes prior to the Event.
7. Concession tickets are available to:

- a. 20% off the ticket price – children under the age of 7, pupils and students under the age of 26, pensioners and persons on disability benefits as well as persons over the age of 70.
  - b. 25% of the ticket price with the purchase of at least 20 group tickets – schools, higher education institutions, young offenders' institutions, care homes, associations of people with disabilities, associations of pensioners.
  - c. 25% of the ticket price – holders of the Large Family Card,
  - d. 40% of the ticket price – students of music and ballet schools, musicology students (subject to point 8 of this chapter, i.e. the price of the concession ticket cannot be lower than the price of the cheapest ticket to the Event in the main auditorium or the price of the pass to the Event held elsewhere at the Wrocław Opera).
8. The price of the concession ticket cannot be lower than the price of the cheapest ticket to the Event in the main auditorium or the price of the pass to the Event held elsewhere at the Wrocław Opera.
  9. Concession ticket holders shall present a relevant, up-to-date document as proof of concession, on admission to the Event.
    - a. If they fail to present such a document, they shall have to pay extra up to the full ticket price before the Event.
    - b. They shall be responsible for possible late arrival or any other inconvenience resulting from the failure to present proof of concession.
  10. Passes are sold 30 minutes prior to the Event provided there are still unsold seats available in the auditorium.
  11. The Wrocław Opera reserves the right not to grant concessions to selected Events.
  12. The Wrocław Opera reserves the right to:
    - a. sell tickets to selected Events as part of special price promotions arranged on a case-by-case basis,
    - b. run and cancel promotional campaigns.

#### **Chapter 5 Terms and conditions of individual and group ticket return**

1. Individual tickets purchased at the Box Office can be returned no later than 7 days before the date of the Event.
  - a. The day during which the Event is to take place shall not be counted as falling within deadline in question.
  - b. After the deadline tickets cannot be returned, which means, in particular, that tickets to Events that have already taken place cannot be returned.
2. Group tickets (both in their entirety and in part) may be returned no later than 21 days prior to the date of the Event.
  - a. The day during which the Event is to take place shall not be counted as falling within deadline in question.
  - b. After that deadline the tickets cannot be returned.
3. Tickets shall be refunded at the Box Office. Tickets shall be refunded only after prior submission of the Refund Form, constituting Annex 2 to these Terms and Conditions, and return of the tickets with the cash register receipt or presentation of the invoice.
4. The Wrocław Opera shall deduct from the refund a handling fee depending on the date of ticket return:
  - a. 10% of the nominal ticket price if the ticket is returned up to 90 days prior to the Event
  - b. 20% of the nominal ticket price if the ticket is returned up to 7 days prior to the Event in the case of individual tickets and up to 21 days in the case of group tickets.
5. Refunds shall be made only in the same form in which the payment for the tickets was made.
6. If the Event is cancelled by the Wrocław Opera, ticket holders shall have the right to a full refund, which shall be made within 2 months of the planned Event date, no later than 30 June of the year ending the given season.
7. The Wrocław Opera does not exchange tickets. If a ticket holder wants to exchange their ticket, they must return it first. In such a case the relevant rules concerning handling fees described in point 4 of this chapter shall apply.

8. A cast change made public before the beginning of the Event shall not constitute an alteration justifying a return of the ticket and waiver of the handling fee or change in the applicable ticket return deadlines.

#### **Chapter 6 Information for spectators with disabilities**

1. The auditorium of the Wrocław Opera (Stalls) is adapted to the needs of wheelchair-bound Customers. Owing to the specificity of the auditorium (especially Balconies I-IV) and the foyer, seats for wheelchair-bound Customers may be booked and purchased only after prior contact with the Promotion and Customer Service Department. Owing to technical and safety considerations, the Wrocław Opera reserves the right to exclude from sale the seats for customers with disabilities in the case of Events held in these locations.
2. In order to ensure comfortable viewing experience of the Event, the Wrocław Opera shall enable its Customers to book special seats in the auditorium.
  - a. The seats can be booked in person at the Promotion and Customer Service Department or by phone (+48 71 370 88 80, +48 71 372 43 57, +48 71 370 88 81), Monday to Friday, from 8:00 till 16:00.
  - b. In July, August and special holiday periods the opening hours shall be set separately.
3. The price of the ticket for a wheelchair user equals the price of the cheapest ticket to the Event.
4. Seats for wheelchair users can be booked up to 7 days prior to the Event. Owing to the technical conditions, the number of seats in the auditorium is limited.

#### **Chapter 7 Protection of personal data**

1. The controller of personal data during the ticket booking and sale process is the Wrocław Opera with its registered address at ul. Świdnicka 35, 50-066 Wrocław, Poland; listed under no. 11 in the Register of Cultural Institutions maintained by the Marshal's Office of Lower Silesia; Taxpayer Identification No. (NIP): 896-000-55-26; Official Business Register No. (Regon): 000278942.
2. By giving their personal data in the process of booking and purchasing tickets, the Buyer (i.e. individual interested in purchasing tickets to Events) does so voluntarily and consents to have their personal data stored and processed for purposes relating to the transaction, contact with the Buyer, as well as booking and selling of tickets as defined in these Terms and Conditions.
3. The processing of personal data shall be in accordance with the Data Protection Act of 29 August 1997 (Journal of Laws of 2016, item 922 as amended).
4. All personal data made available by the Buyer shall be protected and shall be used only for the purposes defined in these Terms and Conditions.
5. The Buyer shall consent to have their data processed by the Wrocław Opera in all possible manners as allowed by the law to the extent necessary for the purposes referred to in these Terms and Conditions.
6. The Wrocław Opera shall provide the Buyer with free access (as defined by generally applicable provisions of the law) to their personal data at any time, including the right to demand that the processing of the data be stopped.

#### **Chapter 8 Final provisions**

1. These Terms and Conditions are available on the website [www.opera.wroclaw.pl](http://www.opera.wroclaw.pl) and at the Box Office.