

#### due to SARS-CoV-2 infections

# TERMS AND CONDITIONS OF TICKET SALES AND RETURN AT THE WROCŁAW OPERA AND RULES OF PARTICIPATION IN EVENTS

These Terms and Conditions define the rules for the booking, sale and return of tickets to artistic events taking place at the Wrocław Opera (hereinafter: Events) as well as rules of participation in these events.

## Chapter 1

### Rules of participation – information for spectators

- 1. By purchasing a ticket to an Event, you accept 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 (discount) before admission to the Event. If they do not present the relevant proof of concession, the Wrocław Opera reserves the right to refuse them admission to the Event.
- 4. 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 participation of an unaccompanied minor in an Event shall signify consent to the minor's participation in the Event. Carers shall be responsible for the behaviour of the minors. If the Event is disrupted, the minors and their carers may be asked to leave the auditorium without the right to a refund.
- 5. Events starts on time. During the state of epidemic emergency caused by SARS-CoV-2 infections Spectators should arrive at the Wrocław Opera no later than 30 minutes before the start of the Event. 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.
- 6. During the state of epidemic emergency caused by SARS-CoV-2 infections, before entering the Wrocław Opera's premises Spectators shall be obliged to fill in a written declaration that to the best of their knowledge they are not infected, are not in quarantine or under epidemiological supervision, and to give the necessary data as required by the existing regulations. The Wrocław Opera reserves the right to refuse admission to Spectators who refuse to fill in the declaration.
- 7. During the state of emergency caused by SARS-CoV-2 infections Spectators shall be obliged to bring with them some form of personal protective equipment mask/visor or other acceptable face and nose covering, and to move around the premises wearing masks/visors. The Wrocław Opera reserves the right to refuse admission to Spectators without personal protective equipment or to ask Spectators without personal protective equipment to leave its premises.



- 8. During the state of epidemic emergency caused by SARS-CoV-2 infections, before entering the Wrocław Opera's premises Spectators shall be obliged to disinfect their hands by means of disinfectants placed on the premises.
- 9. Spectators shall take note and shall not take part in the Event if they develop symptoms of the disease, and shall inform the Wrocław Opera about this fact.
- 10. No food or beverages may be consumed in the auditorium.
- 11. Spectators are forbidden to bring to the Event animals, weapons, flammable/dangerous substances, laser pointers, intoxicating substances, beverages and foods.
- 12. Spectators in the auditorium must switch off audiovisual signals in their mobile phones, electronic watches and other devices with such signals.
- 13. Recording of Events in any way (recording of sound, photographing and filming) is forbidden without prior consent of the Director of the Wrocław Opera.
- 14. There is a total smoking ban on the Wrocław Opera's premises, including ban on the so-called ecigarettes.
- 15. Spectators failing to follow instructions of the Wrocław Opera staff in the case of infringements of these Terms and Conditions, or presenting a threat to the safety of 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 these Terms and Conditions, the Spectator shall be liable for the costs of the interruption. The Wrocław Opera reserves the right to refuse a ticket holder admission to an Event in cases justified by safety and security considerations, and if the ticket holder is intoxicated, behaves aggressively or may carry guns or other objects that may constitute a threat to other Spectators. In such cases the Spectator shall not be entitled to a refund or exchange of their ticket.
- 16. 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 of individual and group tickets

- 1. Ticket bookings can be made in person at the Customer Service Department or by phone (+48 71 370 88 80, +48 71 370 88 81), Monday to Friday, 8:00–16:00.
- 2. Ticket 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 to this Event. The opening hours of the Box Office can be found on the Wrocław Opera's website.



- 3. Customers making individual bookings must give the employee of the Wrocław Opera (Customer Service Department) the first and last name of the person making the booking as well as phone number and electronic address.
- 4. The controller of personal data necessary for making the booking is the Wrocław Opera. The data are processed solely for the purpose of effective booking (booking confirmation, information about any changes in the repertoire). Legal basis: Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as the GDPR.
- 5. Bookings can be made 3 days before the date of the Event at the latest.
- 6. Tickets that have been booked can be paid for by cash or card at the Box Office or by bank transfer to an individual bank account serviced by the payment operator PayU.
  - a) An individual bank account is generated for every order. In order to make a traditional bank transfer, click on the "Pay" link included in the order confirmation e-mail or in the order history in your account in our ticket sale system, and follow the instructions of the PayU system.
  - 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.
- 7. 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.
- 8. The Wrocław Opera does not provide ticket delivery.
- 9. The Wrocław Opera reserves the right to change the deadline for payment for tickets in the case of selected Events.
- 10. Group bookings can be made solely by phone with the Customer Service Department and at the Box Office for at least 20 tickets by one natural person, legal person or organisational entity without legal personality for one Event on the same day.
- 11. Group tickets are to be paid for within a deadline agreed upon with the Customer Service Department. 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.

#### Chapter 3

#### 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 and at the Box Office.
- c) Individual and group tickets are sold directly at the Box Office. The opening hours of the Box Office can be found on the Wrocław Opera's website.
- d) 60 minutes before the beginning of an Event the Box Office sells tickets only to this Event.
- e) In July, August and special holiday periods the opening hours shall be set separately.
- 2. The online booking and sale system makes it possible to book or buy a maximum of 10 tickets per event at a time.
- 3. If tickets cannot be purchased or booked through the online system, this does not mean they cannot be purchased at the Wrocław Opera's Box Office. If you have problems buying your tickets online, please contact the Customer Service Department.
- 4. Payments for tickets purchased online are serviced by PayU S.A.
- 5. Payments should be made on the page of the bank to which the customer is automatically redirected or through the payment link sent to the customer's e-mail. If the payment is not made within the deadline, the order will be cancelled.
- 6. Payments should be made solely through the payment system provided by PayU S.A. Making an ordinary transfer outside the PayU S.A. system will cancel the order.
- 7. After the payment has been made, an electronic ticket shall be sent to the e-mail address given by the customer. The ticket should be printed out and shown to the usher on admission to the Event. It can also be shown on a mobile device provided the device has a sufficiently high resolution (preferred system of showing tickets during the state of COVID-19 pandemic emergency).
- 8. VAT invoices are issued in accordance with the current provisions of the law.
- 9. Tickets to Events held at the Wrocław Opera sold online are sold 24 hours a day only through the website www.opera.wroclaw.pl. The Wrocław Opera reserves the right to entrust the sale of tickets to external operators.
- 10. Through its ticket sale system the Wrocław Opera sells full price tickets. The amount of the concessions varies and depends on event status. The Wrocław Opera shall provide information about concession amount, when it begins selling tickets to the Event in question.
- 11. Concession tickets are available:
  - a) to 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) for group bookings;
  - c) holders of the Large Family Card.
- 12. The price of a concession ticket cannot be lower than the price of the cheapest ticket to an Event in the main auditorium or the price of a pass to an Event held elsewhere at the Wrocław Opera.
- 13. 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.
- 14. The Wrocław Opera reserves the right not to grant concessions to selected Events.
- 15. The Wrocław Opera reserves the right to:
  - a) sell tickets to selected Events as part of special price promotions arranged on a case-bycase basis,
  - b) run and cancel promotional campaigns.

#### **Chapter 4**

#### 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 on presentation of a cash register receipt or VAT invoice.
  - 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 for a group of over 40 tickets, 14 days for a group of over 20 tickets and 7 days for a group of under 20 tickets.
  - 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 purchased at the Box Office shall be refunded at the Box Office. Refunds for tickets purchased through the Wrocław Opera's website shall be made by the operator PayU in accordance with its regulations.
- 4. Refunds shall be made only in the same form in which the payment for the tickets was made.
- 5. If an Event is cancelled by the Wrocław Opera, ticket holders shall have the right to a full refund, which shall be made within a deadline set separately for each cancelled Event. Information about ticket returns can be found on the Wrocław Opera's website.
- 6. Tickets can be exchanged for tickets to another Event in accordance with ticket return rules. Differences in price resulting from the exchange shall not be refunded by the Wrocław Opera. Exchanged tickets are non-refundable.
- 7. A cast change made public before the beginning of an Event shall not constitute an alteration justifying ticket return.

#### **Chapter 5**

### 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 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. People with disabilities who are wheelchair-bound and do not buy tickets for a seat are entitled to buy a ticket without a seat at the price of the cheapest ticket to the Event.

## Chapter 6 Protection of personal data

- 1. The Controller of the personal data is the Wrocław Opera, which can be reached by post sent to ul. Świdnicka 35, 50-066 Wrocław.
- 2. The Wrocław Opera has a designated Data Protection Inspector. The inspector is a person who can be contacted in all matters concerning the processing of personal data and exercise of natural persons' rights associated with the processing of their data. The inspector can be contacted in the following manner:
  - by post sent to: ul. Świdnicka 35, 50-066 Wrocław
  - by e-mail: iod@opera.wroclaw.pl
- 3. Data obtained in the booking process shall be processed for the following purposes:
  - 1) preparation and processing of ticket booking and sale;
  - 2) responding to letters, complaints and requests;
  - 3) discharging obligations under the Public Information Act of 6 September 2001.
- 4. Legal basis of data processing during the ticket booking and sale process:
  - 1) processing is necessary for the performance of a contract or in order to take steps at a natural person's request prior to entering into a contract (Article 6(1)(b) GDPR);
  - 2) processing is necessary for compliance with a legal obligation to which the controller is subject (Article 6(1)(c) GDPR).
- 5. The Wrocław Opera shall store the data included in tax or accounting documentation, associated with ticket booking and purchase, until the expiry of the obligation to store data as required by specific provisions or until the end of the limitation period for contractual claims.
- 6. We will transfer personal data necessary for ticket booking and purchase:
  - to public authorities and entities authorised to receive the data under the existing legal regulations, e.g. courts, law enforcement agencies or state institutions, when they demand such data on a relevant legal basis;
  - 2) to entities collaborating with the Wrocław Opera, e.g. payment operators;
  - as required by applicants acting under the Public Information Act of 6 September 2001.
- 7. Personal data acquired during ticket booking and sale shall not be transferred outside the European Economic Area.



- 8. Natural persons whose data have been processed during ticket booking and sale have the following rights relating to personal data processing:
  - right to access their personal data;
  - right to demand that their personal data be corrected;
  - right to demand that their personal data processing be limited;
  - right to transfer their personal data, i.e. right to receive from us their personal data in a structured, commonly used and readable IT format. Natural persons whose data have been processed during ticket booking and sale may send these data to another data controller or demand that the Wrocław Opera send these data to another data controller. However, the Wrocław Opera shall do so only if such transfer is technically possible.
- 9. The giving of personal data is voluntary but necessary for ticket booking and sale and for the controller to discharge its legal obligations. In order to exercise the above rights, please contact the Wrocław Opera or its data protection inspector (contact data in points 1 and 2 above).
- 10. Natural persons whose data have been processed during ticket booking and sale have the right to lodge a complaint with the authority supervising personal data protection, i.e. President of the Personal Data Protection Office.
- 11. All personal data made available by the Buyer shall be protected and shall be used only for the purpose defined in these Terms and Conditions.

## Chapter 7

### Final provisions

- 1. These Terms and Conditions are available on the website www.opera.wroclaw.pl and at the Box Office.
- 2. By booking and purchasing tickets and taking part in an Event, you accept these Terms and Conditions.
- 3. Persons making the booking, purchasing the tickets and taking part in an Event are obliged to read and observe the Wrocław Opera's rules and regulations.
- 4. The Wrocław Opera reserves the right to change these Terms and Conditions. All alterations to the Terms and Conditions shall enter into force on the date indicated by the Wrocław Opera.
- 5. 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.