

**Internet Ticket Sale and Online Payment Regulations
in the KL Plaszow Memorial Museum in Kraków. The German Nazi Labour and
Concentration Camp (1942–1945) (in organization)**

1. DEFINITIONS

1.1. “Museum” – the KL Plaszow Memorial Museum in Kraków. The German Nazi Labour and Concentration Camp (1942–1945) (in organization) with registered office: 31-011 Kraków, Rynek Główny 35, mailing address: ul. Lipowa 3/115, 30-702 Kraków, entered in the Register of Culture Institutions kept by the Municipality of Kraków, entry no. 38, user of TIN: 6762590517, REGON Statistical Number: 387820170.

1.2. “Regulations” – Internet Ticket Sale and Online Payment Regulations in the Museum.

1.3. “Buyer” – each person using services provided by the Museum, both a natural person (consumer), economic entity, and other organizational unit that purchases a Ticket to an Event.

1.4. “Event” – a guided tour, workshop, lecture, classes, including online classes, organized by the Museum, with a guide assigned to provide information in the Polish or another language, also intended for people with special needs, for individuals or visitor groups.

1.4. “Ticket” – a document entitling to participate in an Event organized by the Museum, and bought through the Payment Page.

1.8. “Payment Page” – a website administered by the joint-stock company trading as PayPro with registered office in Poznań, 60-327, 15 Kanclerska street, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, NCR entry no. 0000347935, TIN 7792369887, REGON statistical number 301345068, share capital amounting to PLN 5,476,300.00, fully paid up, entered in the register of domestic payment institutions kept by the Polish Financial Supervision Authority, UKNF entity no. IP24/2014, as a domestic payment institution selected to process payments for Tickets.

2. GENERAL PROVISIONS

2.1. These Regulations set out the rules of internet sale of Tickets and payments through the Payment Page.

2.2. To buy a Ticket, you have to read these Regulations and accept their conditions. Before placing an order for Tickets, the Buyer should read the Regulations made available on our website www.plaszow.org. Placing an order at edukacja@plaszow.org involves the acceptance of the Regulations. The acceptance of the Regulations is also part of a legal transaction that creates obligations between the Buyer and the Museum.

2.3. The Buyer has to purchase a Ticket and pay its purchase price in compliance with the Regulations and legislation in force.

2.4. Technical requirements for buying a Ticket and making payment:

2.4.1. a computer or mobile device with an internet browser installed and access to the Internet,

2.4.2. an electronic mailbox,

2.4.3. a bank account with internet access.

2.5. The Museum charges for participation in Events. Current prices of Events are given in the Price List.

2.6. The Ticket sales contract is made between the Museum and the Buyer as follows:

2.6.1. the Buyer places an order in line with section 3 of the Regulations,

2.6.2. the Buyer pays for the order using the Payment Page, through a link sent by the Museum to the email address given by the Buyer,

2.6.3. the Buyer receives a message confirming the transaction to be completed at the email address indicated by the Buyer, sent from the Payment Page.

2.7. The Museum accepts no responsibility for the consequences of possible malfunction of the Payment Page.

3. PLACING AN ORDER

3.1. The Buyer places an order by sending a message to: edukacja@plaszow.org, containing the following information and details:

3.1.1. the Event to which the Buyer wishes to purchase Tickets, identified by indicating the Event type and name (its title, if given by the Museum)

3.1.2. the date and time of the Event to which the Ticket(s) is/are to be purchased,

3.1.3. number of Tickets,

3.1.4. VAT invoice requisition done by way of an express request to issue a VAT invoice with complete information necessary to issue that invoice. Invoices are issued once payment is made and are sent to the email address of the Buyer used to place the order. The Buyer consents to sending the invoice in an electronic format to the indicated email address.

3.2. The Buyer who has placed an order will receive, at the email address used to place the order, information about the acceptance of the order for completion or about the order being refused due to lacking or insufficient places available in the number requested in the order.

3.3. The Museum reserves the right to set a limit on the number of Tickets that may be requested in a single order.

3.4. The Museum assumes no responsibility for false or erroneous details given in the order.

4. PAYMENT AND ORDER COMPLETION

4.1. The Buyer has to pay for the order within three hours following receipt of the message confirming the acceptance of the order for completion. If the order sum remains unpaid after that time, it will automatically be erased. If the order is erased, a message will automatically be sent to the Buyer, using the email address indicated in the order, informing about cancellation of the order.

4.2. The Buyer makes payment for the created order through the Payment Page.

4.3. A single order should be paid for in full by a single payment.

4.4. The Museum assumes no responsibility for the consequences of failures or malfunctions on the part of the bank indicated by the Buyer while making payment.

4.5. The order will be fulfilled upon receipt of a message from the Payment System confirming payment.

4.6. Receipt of payment and fulfilment of the order will automatically be confirmed by an email message created by the System: the email message containing purchased Tickets saved in a PDF file will be sent to the address given by the Buyer.

4.7. The Buyer covers the cost of connection necessary to receive the email message, as charged by the communications service provider.

4.8. The Museum assumes no responsibility for the consequences of order details being disclosed by the Buyer to third parties. If a Ticket is made available by the Buyer to a third party, there is the risk that the Ticket will be used by that party. The Museum will only recognize the Ticket shown by its holder who appears first in such a case.

4.9. The Museum assumes no responsibility for the Buyer's deletion or failure to receive messages.

4.10. The sale of Tickets by way of internet orders and payments is recorded for taxation purposes; therefore, the Buyer will receive a payment receipt by electronic mail.

4.11. A Ticket may be purchased by or on the day of Event at least 90 minutes in advance of its beginning.

5. TICKETS

5.1. Ticket prices are given in the Museum's price list. The Museum publishes ticket prices on its website: www.plaszow.org.

5.2. All Ticket prices are given in Polish złotys and include VAT. The purchase price of each Ticket bought online is increased by a one-off commission equal 3% of the ordered Ticket price.

5.3. The Ticket contains information about its validity, understood as the date and time of entry to the Event or of its beginning.

5.4. The Ticket is used by showing it to the Museum's employee when entering the Event. The Buyer may print the Ticket or show it as saved on an electronic device.

5.5. The Ticket to an Event is a bearer ticket, except Tickets to Events held remotely.

5.6. Once payment for a Ticket to an online Event is successfully made, the Buyer will receive by electronic mail a Ticket to the online Event, containing an individual access code enabling the Buyer to participate in that Event. On the day of online Event, 30 minutes in advance of its beginning, the Buyer is to enter that code on the website indicated by its link in the Ticket.

5.7. Only people who have bought a Ticket may participate in online Events (one Ticket per participant). Third parties may not be given the link and access code.

6. PERSONAL DATA AND PRIVACY POLICY

6.1. The function of Controller of personal data provided by the Buyer is performed by the KL Plaszow Memorial Museum in Kraków. The German Nazi Labour and Concentration Camp (1942–1945) (in organization), represented by Monika Bednarek, Representative of the Manager. Contact details: email: info@plaszow.org, 31-011 Kraków, Rynek Główny 35.

6.2. Contact details of Controller's data protection officer, email: iod@plaszow.org, address: 31-011 Kraków, Rynek Główny 35.

6.3. The Buyer's personal data will be processed to fulfil the order, to contact the Buyer as necessary and to complete all tasks required to operate the System. All personal data received by the Museum as part of ticket sales will be used to perform the Ticket Sales Contract. The Controller processes personal data of online sales system users, including: given name and surname, (business) name, residential or registered office address, business address, email address; bank account number, taxpayer identification number or personal number.

6.4. To the extent and subject to the exceptions defined by legislation, the Buyer has the right of access to data contents, the right to data rectification, to erasure or restriction of processing, and the right to object to processing, to request that processing be discontinued, the right to data portability and the right to lodge complaints with the supervisory authority: the President of the Office for Personal Data Protection.

6.5. The provision of data is voluntary but necessary to purchase Tickets. If data is not provided, the order cannot be fulfilled.

6.6. Personal data will be made available to the provider of programming and IT support based on a contract for the assignment of data processing.

6.7. The data provided by the Buyer will not be made available to third parties. Only institutions authorized by operation of law may receive the data.

6.8. Data provided by the Buyer will not be used for profiling purposes.

6.9. The data Controller will not transfer the Buyer's personal data to any third country or international organization.

6.10. Personal data will be kept until the time of performance of the Ticket Sales Contract and until the status of limitation apply to claims under the Contract, but at least for the period of archiving the Contract and documents relating to the Contract, as set in the National Archive Resources and Archives Act dated 14 July 1983 (Journal of Laws Dz.U. of 2020, item 164, as amended) and the Regulation of the Minister of Culture and National Heritage on document

classification and qualification, handing over archive materials to state archives and destroying non-archive documents dated 20 October 2015 (Journal of Laws Dz.U. of 2019, item 246).

6.11. Personal data is protected and processed in compliance with the 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 (GDPR) and the Personal Data Protection Act dated 10 May 2018 (consolidated text in Journal of Laws Dz.U. of 2019, item 1781).

6.12. Based on separate consent, the Buyer's personal data may be used by the Museum to send its newsletter and other publications and items of information containing advertising in compliance with the 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 (GDPR) and the Personal Data Protection Act dated 10 May 2018 (consolidated text in Journal of Laws Dz.U. of 2019, item 1781).

6.13. The Controller has implemented technical and organisational measures ensuring protection of the processed personal data, considering the threats, risks and data categories protected, in particular the data is protected against being made available to unauthorized parties, being taken away by an unauthorised party, against processing in breach of legislation in force, modification, loss, damage or destruction.

6.14. Accordingly, the Controller makes available the following technical measures preventing unauthorized acquisition and modification of personal data sent by electronic mail:

- protection of data set from data loss (backup copies) and from unauthorized access, using intruder alarm systems.

7. COMPLAINTS

7.1. Please send all questions, comments or complaints about your purchase and use of Tickets by electronic mail to sekretariat@plaszow.org.

7.2. The time limit for registering complaints is 14 days after the occurrence giving reasons for complaint. Details to be given by the Buyer in a complaint:

7.2.1. the number of order that the complaint relates to

7.2.2. the reason for complaint with a description of circumstances that the complaint relates to

7.2.3. given name and surname, or business name with the given name and surname of contact person

7.2.4. email address

7.2.5. telephone number

7.3. All complaints will be handled by the Museum within 14 days after their receipt, except situations where the reason for complaint is attributable to the payment service provider, i.e. PayPro SA. In this case, the complaint will be transferred to the payment service provider, PayPro SA, and handled by it (thus the deadline for complaint handling may be extended). The Buyer will be informed about resolution by a return email message.

7.4. If the details or items of information given need to be supplemented, the Museum will request the dissatisfied Buyer to make the complaint complete.

7.5. The Museum will handle the complaint without undue delay and will inform the dissatisfied Buyer about resolution within 14 days after registering the complaint, or if the details or items of information given in the complaint need to be supplemented – within 14 days after making them complete. If justified by exceptional circumstances, the deadline for complaint handling may be extended by additional 14 days, which will be communicated by the Museum to the dissatisfied Buyer.

7.6. If the complaint is resolved as requested by the Buyer, the Buyer will be entitled to receive another Ticket to the same exhibition or Event or to reimbursement of money paid, at the Buyer's discretion. The sum paid will be refunded by bank transfer into the account indicated by the Buyer.

7.7. The Museum assumes no responsibility for incorrectly registered complaints, especially for incorrect or false data provided by the Buyer.

8. REFUND

8.1. The Buyer who has the status of consumer for the purposes of Article 22¹ of the Civil Code (i.e. who makes with the Museum a service contract that is not directly linked to the Buyer's business or professional activity), and has made with the Museum a contract for service

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provision by purchasing a Ticket, may terminate the contract within 14 days after its conclusion date (i.e. the date of Ticket purchase) but not later than before the date of Event, without giving a reason and covering costs, save for the provision of section 8.4.

8.2. The Buyer who is a natural person (an individual) but not a consumer, or is a legal entity or organisational unit without legal personality, and has made with the Museum a contract for service provision by purchasing a Ticket, may terminate the contract within 14 days after its conclusion date (i.e. the date of Ticket purchase) but not later than 3 days in advance of the date of Event, without giving a reason.

8.3. The contract should be terminated and Tickets returned by electronic mail to the email address: sekretariat@plaszow.org. Details to be given by the Buyer in the notice:

8.3.1. order number

8.3.2. given name and surname or business name

8.3.3. email address

8.3.4. telephone number

8.4. Contract termination and cash refund are only possible, if none of the Tickets ordered and purchased was used and the Ticket validity period has not expired, provided that the orders including guide service must be terminated at least 3 days in advance of the planned date of visiting. With regard to booking that includes guide service, if the termination notice is not received 3 days in advance, the Museum has the right to collect from the Buyer liquidated damages amounting to PLN 100.00 gross per booking that was not cancelled or cancelled past that deadline. The Buyer consents to paying the liquidated damages, including their deduction from the amount refundable on contract termination. The liquidated damages result from the Museum using an external provider of guide service, so that if an ordered guided tour is not cancelled at least 3 days in advance of its date, the Museum has to pay a fee.

8.5. The Museum commits to give its answer in this matter within 14 days following receipt of the notice.

8.6. The sum paid is refunded by bank transfer into the account used to pay for the Tickets or into an account otherwise indicated by the Buyer. The commission referred to in section 5.2. is not refundable which is acknowledged by the Buyer.

8.7. The Museum assumes no responsibility for incorrect or false data provided by the Buyer.

8.8. The Tickets purchased may not be exchanged for other tickets or tickets to another date.

9. MISCELLANEOUS PROVISIONS

9.1. The Museum assumes no responsibility for data transfer breakdowns during purchase, interruptions or errors in the Payment Page functioning, due to any reasons beyond control of the Museum.

9.2. The Museum assumes no responsibility for messages or data wrongly delivered or lost on the Internet due to reasons beyond control of the Museum.

9.3. When planning your visit to the Museum, ensure that it is open to visitors on the date of your choice. The Museum publishes information about its opening hours on its website: <http://plaszow.org>

9.4. The Museum reserves the right to freely make decisions on launching and terminating its internet sales of Tickets.

9.5. The Museum reserves the right to suspend its internet sales of Tickets at any time due to unforeseeable occurrences or for technical reasons.

9.6. The Museum reserves the right to cancel each Event. In such cases, the Buyer is entitled to reimbursement of the Ticket purchase cost.

9.7. When attending an Event, its participants are required to comply with the regulations set for the Event. If a participant breaches the regulations, the Museum's employees are authorized to evict the participant from the Event and prevent his/her further participation in the Event. Then, the Buyer will not be reimbursed for the Ticket cost

9.8. The Museum reserves the right to have these Regulations amended.

9.9. Matters not covered by these Regulations are governed by legislation in force, in particular by 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 (GDPR), and the Civil Code and the Personal Data Protection Act dated 10 May 2018 (consolidated text in Journal of Laws Dz.U. of 2019, item 1781)

9.10. These Regulations are made available on the Museum's website: www.plaszow.org.

9.11. These Regulations enter into force as of 6 October 2022.

MUZEUM KL PLASZOW

Muzeum – Miejsce Pamięci KL Plaszow w Krakowie

Niemiecki nazistowski obóz pracy i obóz koncentracyjny (1942 – 1945) (w organizacji)

www.plaszow.org

The payment card operator is PayPro SA Agent Rozliczeniowy of ul. Pastelowa 8, 60-198 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, NCR no. 0000347935, TIN 7792369887, Regon 301345068.

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MUZEUM KL PLASZOW - INSTYTUCJA KULTURY MIASTA KRAKOWA