

REGULATIONS FOR THE SALE OF ONLINE TICKETS, CARNETS AND ACCREDITATIONS TO THE KRAKOW FILM FESTIVAL

§ 1. DEFINITIONS

Terms used in the Regulations mean:

Regulations - Online sales regulations for KFF tickets and passes specifying the terms and conditions for the sale of Internet tickets for Events.

Seller - Krakow Film Foundation in Krakow with headquarters at ul. Pychowicka 7, 30-364 Krakow, entered into the Register of Entrepreneurs and the register of associations, other social and professional organizations, foundations and independent public healthcare institutions of the National Court Register, No. KRS 0000166325, REGON: 356756914, NIP: 6762250313.

KFF - Cracow Film Festival in Krakow, organized by the Seller.

KFF Website - KFF internet website run by the Seller, enabling users the, among others, purchase of tickets, passes and accreditation at KFF and allows the holders of passes and accreditations to select passes for specific screenings.

Buyer - a natural person, a legal person or an organizational unit without legal personality, using the online sales system.

Events - film screenings and other artistic events taking place as part of KFF program or organized or co-organized by the Seller during the KFF.

Electronic ticket - an Event ticket, purchased online, delivered to the Buyer electronically in the form of a PDF file, having a unique verification code; also called "online ticket".

Pass - a ticket entitling the participation in all film screenings of KFF, on the terms set out in the Regulations

Accreditation - a ticket entitling the participation in all KFF Events, in accordance with the type of accreditation, on the terms set out in the Regulations.

Entry - a ticket entitling the holder of the Pass or Accreditation to participate in a specific Event.

Online sale - sale of tickets for Events and sale of passes, tickets and accreditation at KFF made via the Seller's website www.krakowfilmfestival.pl.

Online order - the offer of the Buyer to purchase tickets for Events and the sale of passes and tickets at KFF made via the Seller's website www.krakowfilmfestival.pl.

§ 2. General provisions

1. The Regulations define the rules of online sales.

2. Online sales are conducted by the Seller.

3. Placing an online order is possible provided that the IT system used by the Buyer meets the following minimum technical requirements: connecting the terminal device to the Internet, e-mail address, software in the form of a web browser, having a printer to print black and white, or a telephone or a mobile device (such as a smartphone, tablet, e-reader) that supports PDF files that allows you to display the purchased ticket online later.

4. It is necessary to have an active e-mail account to place an online order.
5. Placing an online order involves a simultaneous obligation for the Buyer to pay for the order.
6. Payment for an online order takes place only by electronic means, using an electronic transfer. Payments are processed via the Przelewy24 and PayPal websites. Detailed information about the Przelewy24 website can be obtained at www.przelewy24.pl. Detailed information about the PayPal website can be obtained at www.paypal.com/pl.
7. The prices quoted for each ticket are expressed in Polish zlotys (PLN) and are gross prices including applicable taxes (including VAT) and are binding at the moment of placing the order by the Buyer.

§ 3. General rules for placing an online order

1. Conclusion of a ticket sales contract between the Buyer and the Seller takes place via the Seller's website and requires the following conditions to be met:
 - a. choosing a specific Event;
 - b. choose the tickets ordered, choose their price variant, if it is possible;
 - c. providing the Buyer's data: name and surname, e-mail address;
 - d. read and accept the terms of these Regulations;
 - e. placing an online order by the Buyer;
 - f. payment by the Buyer for the order via e-mail, using an electronic transfer;
 - g. receipt by the Buyer of confirmation of the transaction to the e-mail address provided by the Buyer.
2. The conclusion of the contract for the sale of vouchers or accreditation between the Buyer and the Seller takes place via the Seller's website and requires the following conditions to be met:
 - a. setting up an account by the Buyer in the MY KFF Portal (applies only to passes and accreditations);
 - b. demonstrate the fact of professional affiliation with the film industry (applies only to accreditation);
 - c. selection of ordered passes or accreditation, selection of their price variant, if it is possible;
 - d. read and accept the terms of these Regulations;
 - e. consent to the processing of personal data regarding the functioning of the Portal;
 - f. placing an online order by the Buyer;
 - g. payment by the Buyer for the order by electronic means, using an electronic transfer;
 - h. receipt by the Buyer of confirmation of the transaction at the email address indicated by the Buyer.

§ 4. Detailed rules for online sales

1. Online sale of tickets for a specific Event ends 30 minutes before its commencement.
2. Online sale of subscriptions ends on June 2, 2019.

3. The sale of accreditation ends on June 2, 2019.
4. The Seller reserves the right to change the closing time of online sales.
5. In the online sales system you can buy regular tickets and discounted tickets, standard tickets and discounted tickets as well as accreditations, according to information available on the Events page.
6. The Seller reserves the right not to grant discounts for selected Events.
7. The Seller reserves the right to sell tickets for selected events as part of special price promotions, determined individually.
8. Buyers with concessionary tickets are obliged to present a valid document entitling them to a discount at the entrance to the Event. In the absence of a document, the concessionary ticket loses its validity without the possibility of participating in the Event and the possibility of returning the ticket. In this case, the Seller offers the opportunity to participate in the Event only after paying the surcharge for the full price of the ticket at the box of the Seller before the Event. Any risk related to being late and any other inconvenience resulting from not showing the document shall be borne by the Buyer.
9. The online sales system allows you to buy one ticket at a time.
10. The online sales system allows the Buyer to purchase only one accreditation or a pass. A person who has purchased an online accreditation can not purchase a voucher at the same time.
11. When purchasing tickets, after making an online payment, a confirmation of the purchase of an online ticket along with an electronic ticket, saved in the form of a PDF file, is sent to the e-mail address provided by the Buyer. The ticket should be printed or saved on a mobile device (smartphone, tablet, e-reader).
12. The ticket can be shown on the display of the mobile device, from which it is possible to read the 2D code using the ticket control scanner. The mobile device may require access to the Internet, for which the cost of the connection shall be borne by the Buyer in accordance with the tariff of its operator.
13. When purchasing a carnet or accreditation, after making an online payment, a confirmation of the online purchase or accreditation transaction is sent to the e-mail address provided by the Buyer. The voucher or accreditation can be collected from May 26, 2019 at the Festival Center in the Małopolski Ogród Sztuki, ul. Rajska 12, 31-124 Krakow. The voucher or accreditation purchased as part of special actions may be collected in the dates and places provided for in the regulations of the special shares.
14. Loss or other loss of a carnet or accreditation is tantamount to the loss of the right to participate in KFF based on it. The Seller does not provide for the possibility of issuing duplicate passes or accreditation.
15. A buyer with a pass or accreditation may book tickets for individual Events via the Portal or collect them at the box office, upon presentation of the relevant pass or accreditation. Entry to the event only upon presentation of the carnet or accreditation is not guaranteed and is only possible exceptionally when there are available places for the Event.

16. The Buyer, upon entering the Event, is required to show an e-ticket or entry with a pass or accreditation.
17. The Buyer is obliged not to disclose the pass or accreditation to third parties.
18. The Seller reserves the right to refuse access to the Event in the event that the ticket or electronic ticket is damaged or illegible, and the code verification is not possible or when the ticket code has already been used, and if the Buyer's data do not match the data on the ticket or accreditation.
19. The buyer can not delete or permanently delete any ticket or ticket data. In this case, the ticket or entry is no longer valid, without the right to return the value.
20. In the case of tickets displayed / generated as a PDF file on a mobile device, the display can not be damaged, with the possible maximum display brightness set.
21. An electronic ticket and an entry ticket constitute a document entitling to participate in the Event for which it was issued.
22. A single electronic ticket and a single ticket entitle one person to enter.
23. Electronic ticket and entrance ticket are subject to one-time verification upon entry to the Event; it is not possible to re-use the ticket or the ticket.
24. The Seller reserves the right to request proof of identity in case of doubts regarding the ticket owner.
25. Late arrivals may enter the auditorium only during a break in the Event, if it was provided.

§ 5. Withdrawal from the contract

According to art. 38 point 12 of the Act of 30 May 2014 on consumer rights, the right to withdraw from the contract is not vested in the Buyer with respect to the contract whose object is services related to cultural events, if the contract indicates the day or period of service provision; thus, the Buyer is not entitled to withdraw from the contract in the event of buying an online ticket for the Event.

§ 6. Return of tickets for Events

1. Tickets purchased online are not refundable, except in the event the Event being canceled.
2. Information about canceled Events and changes in the repertoire is sent together with the form of returning the ticket to the e-mail address provided in the online order form. In the event of providing incorrect or incorrect data by the Buyer, the Seller shall not be liable for failure to provide the above information to the Buyer.
3. The buyer is obliged to confirm the receipt of the information referred to in paragraph 2 by sending an e-mail to bilet@kff.com.pl along with the completed and signed form of returning the ticket sent in the form of a scan by e-mail or post.
4. If the Buyer requested issuing an invoice for the purchase of a ticket, the refund may be received only after receipt of the correction to the invoice and sending back the signed document to the Seller.

5. The return of payments for tickets will take place immediately, no later than within 2 weeks from the date of receipt by the Seller of the confirmation of the return of the ticket, by bank transfer to the Buyer's bank account indicated in the above form.
6. In the case of a canceled Event, the Seller shall accept refunds of tickets within the deadline of two weeks from the date of the planned commencement of the Event.
7. The Seller is not liable for the consequences of providing the Buyer with incorrect or false data in the ticket return confirmation form.
8. The seller does not exchange tickets.
9. Tickets for canceled Events, after prior agreement with the Seller by e-mail to bilety@kff.com.pl, may authorize access to the Event on a new date or other Events.

§ 7. Complaints

1. Complaints about the sale of tickets online for Events regarding the functioning of the website www.krakowfilmfestival.pl and the Event itself require the submission of a complaint to the following e-mail address: bilety@kff.com.pl. A complaint should contain contact details of the Buyer and a description of the reason for the complaint.
2. The Seller will consider the complaint and inform the Buyer of its decision within 14 days of receipt of the complaint application. The Seller shall notify the Buyer of the result of the complaint consideration by e-mail, to the e-mail address provided by the Buyer in the complaint application.
3. Complaints on online sales of tickets for Events regarding:
 - a. electronic payments - require a payment to the operator;
 - b. delivery of electronic tickets - require notification to the Seller by e-mail to the following address: bilety@kff.com.pl

§ 8. Protection of personal data and cookies

1. The administrator of personal data obtained from the Buyer is the Seller.
2. The storage and processing of personal data shall be carried out in compliance with the rules set out in applicable law.
3. Any person providing their personal data has the right to unrestricted access to them as well as to their correcting, updating or deleting.
4. The Seller transfers the personal data of the Buyer to Przelewy24 and PayPal payment system operators and allows their use in order to handle the payments made with the Buyer's participation in the online ticket sales system, and to fulfill payment system obligations by the applicable law and connected with the service of the above payment.
5. The Seller applies the mechanism of the so-called cookies, ie text files stored on the user's computer disk. The cookie mechanism is not intended to obtain any information about individual users and is used to preserve the user's navigation parameters and the status of logging in and aggregating statistical data about user traffic. The creation of statistics helps to understand how website users use the Seller's website, which allows improving its structure and content.

6. The User may delete cookies or change their settings in the web browser he uses. Removing or changing cookie settings in your browser may be associated with difficulties in using the Seller's website.

§ 9. Final provisions

1. The Seller is not responsible for the functioning of the Internet network through which the purchase of tickets by the Buyer is made.

2. The Seller shall not be liable the administrators of e-mail servers blocking the sending of messages to the e-mail address indicated by the Buyer and for deleting and blocking e-mails by software installed on the computer used by the Buyer.

3. The Seller reserves the right to suspend or terminate the sale of tickets online on the Seller's website, in particular due to the need for maintenance, review or extension of the technical database.

4. The Seller reserves the right to change the KFF repertoire.

5. The Seller reserves the right to conduct and cancel discount campaigns.

6. The Seller reserves the right not to return the transport costs incurred if the performance is canceled due to independent reasons, such as national mourning, disease of the artist, adverse weather conditions, etc.

7. The Seller reserves the right to amend the Regulations for the online sale of tickets. Any changes to the Regulations enter into force on the date indicated by the Seller, not shorter than 14 days from the date they are available on the website www.krakowfilmfestival.pl. Orders placed before the effective date of amendments to these Regulations are implemented on the basis of the entries in force on the day of placing the order.

8. In matters not covered by these Regulations, the provisions of Polish law shall apply.