

## **TERMS AND CONDITIONS FOR THE SALE OF TICKETS**

### **FOR THE PERMANENT EXHIBITION**

#### **AT THE MUSEUM OF THE HOLY FATHER JOHN PAUL II FAMILY HOME**

#### **IN WADOWICE**

### **§1.**

#### **General provisions**

1. The Saint John Paul II Family Home Museum in Wadowice (hereinafter: the Museum) provides the permanent exhibition of the Museum located in the building at ul. Kościelna 7, 34 - 100 Wadowice (hereinafter: 'the exhibition') for visitors (hereinafter: 'Customers') who have purchased a ticket under these Terms and Conditions (hereinafter: Ts&Cs).
2. The Museum is a self-governing cultural institution with its registered office in Wadowice, ul. Kościelna 7, 34100 - Wadowice, NIP (Tax ID):551-25-80-813.
3. The Ts&Cs set out the rules for purchasing tickets and vouchers for the exhibition, including the terms of use of the online system designed as a ticket-selling outlet. By purchasing a ticket, the customer signs a contract with the Museum for the provision of exhibition visiting services. The terms and conditions of service, the rights and obligations of the parties to contracts signed via the online system are set out in these Ts&Cs as well as in the Visitor Rules for the Saint John Paul II Family Home Museum in Wadowice (hereinafter: Visitor Rules) and Price List, available on the Museum's website ([www.domjp2.pl](http://www.domjp2.pl)).
4. The use of the online system is subject to acceptance of the Ts&Cs.
5. Tickets for the exhibition are available:
  - a. via the online Museum ([www.domjp2.pl](http://www.domjp2.pl), hereinafter: the Web Service), directly via the sales system available on the Museum's website ([www.bilety.domjp2.pl](http://www.bilety.domjp2.pl)) (hereinafter: the Online System),
  - b. as well as at the Museum ticket offices: Plac Jana Pawła II 5, 34-100 Wadowice.
6. The online system can be used after registration in the system and setting up a

customer account. On registration, the Customer signs a contract with the Museum for the Customer account in the online system, as set out in the accepted Ts&Cs.

7. Minimum technical requirements to use the online service include:
  - a. computer equipment with Internet access,
  - b. web browser: Safari, Internet Explorer, Google Chrome,
  - c. software required: Adobe Reader,
  - d. resolution: 800x600.
8. The Museum web service, the online sales outlet service and the online customer account service are provided free of charge. Each time the customer uses the Museum web service, he/she signs a contract for the provision of electronic services. The contract is made for the period of use of the web service. Also, on registration of the Customer account, the Customer signs a contract with the Museum for the provision of electronic services for the maintenance of the Customer account. The contract is made for an indefinite period and may be terminated by either party at any time.
9. Ticket and voucher prices listed on [www.domjp2.pl](http://www.domjp2.pl), in the online system and at ticket offices are gross prices (including VAT).
10. In these Ts&Cs, the Customer is understood as:
  - a. a consumer, or in other words, a natural person purchasing a ticket at the Museum, unrelated to his/her commercial or professional activity,
  - b. a natural person, a legal person or an unincorporated entity that is not a consumer (hereinafter: 'non-consumer Customer'), with the reservation that the provisions set out in these Ts&Cs concerning consumers also apply to a self-employed natural person within the meaning of Article 4 of the Polish Business Law Act of 6 March 2018 (Journal of Laws 2021 item 162, as amended), or - in other words - a person operating on his/her own behalf a profit-making business as a going concern as long as he/she signs a contract in direct connection with his/her business activity, and it is apparent from the content of that contract that it is not of a professional nature for that entrepreneur as demonstrated in particular by the subject-matter of his/her business, the nature of such business activity being disclosed in the Central Business Register and Information Service.
11. A Customer who has purchased a ticket gains access to the exhibition on the date and time stated on the ticket, specifying the starting date and time of the visit as

chosen by the Customer when purchasing the ticket. On the expiry of that date, the ticket becomes invalid.

12. Admission to the exhibition can be gained with a valid ticket purchased according to the Visitor Rules and presented at the entrance, irrespective of the manner in which the ticket was purchased.
13. The Customer may not ask for a refund for or a change of dates on his/her ticket. This also applies to unused tickets that have expired after the tour date. In such a case, the sales price paid will not be refunded, unless it was impossible to visit the Museum at the time stated on the ticket for reasons attributable to the Museum.
14. Tickets can be purchased as long as they are available on a given date. Daily visitor limits apply due to the house rules of the exhibition.
15. The ticket offices are open every day that the permanent exhibition is open to the public at the times given on the Museum's website: [www.domjp2.pl](http://www.domjp2.pl).

## **§ 2.**

### **Purchase of a ticket**

1. A ticket can be purchased in the online system for the dates visible in the system, no later than one hour before the tour date.
2. Tickets can be purchased at ticket offices during their opening hours in a manner specified in § 1(15) for future dates falling within the month in which the ticket is purchased and in the two following months, with tickets for the last month of that period being made available on the first working day of the current month.
3. VAT invoices will be provided to Customers on express request. In order to receive a VAT invoice, the Customer needs to provide the correct identification data. The Customer, who requests a VAT invoice at the time of purchase, may have it delivered to the e-mail address provided by the Customer. The previous sentence remains without prejudice to the Museum's right to issue and send invoices in traditional hard-copy form. If the Customer has not opted for the VAT invoice at the time of purchase, the Customer may still receive a VAT invoice on the basis of a sales receipt when he/she has specifically so requested and no later than 3 months counting from the end of the month in which the service was provided. For an invoice to be issued based on a sales receipt to a purchaser who is an

entrepreneur, the NIP (Tax ID) number must be provided at the time of purchase, since an invoice can only be issued if the receipt includes the purchaser's Tax ID.

4. The Museum stipulates that it is not responsible for the consequences of incorrect or inaccurate invoice data provided by the Customer.
5. In order to successfully and correctly purchase a ticket via the online system, it is necessary to:
  - a. choose the form of tour, date and number of tickets from among the available free tickets at the time of selection,
  - b. accept these Ts&Cs,
  - c. provide correct Customer data,
  - d. for the Customer to give consent to personal data processing so that the contract can be signed and performed,
  - e. check the provided data for accuracy,
  - f. pay for the ticket via an online payment service as specified in § 5.
6. A Customer who has purchased a ticket via the online system will receive a confirmation notification following the purchase accompanied by an electronic ticket, the proof of sale, Visitor Rules and these Ts&Cs.
7. In order to use the ticket, the Customer should print it or present it on a mobile device at the entrance to the Museum exhibition. A ticket purchased via the online system may be used as a basis for the Customer to receive hard-copy version of the ticket at the Museum ticket office, after providing the order number sent in the e-mail as order confirmation. The Museum stipulates that in this case the ticket remains valid in both forms as a single ticket, and once used, it is no longer valid in either form.
8. An electronic ticket can also be purchased via a customer account after prior registration in the online system and logging into the Customer account.

### **§3.**

#### **Tickets for Free Tuesdays**

1. On Tuesdays in each month, with the exception of technical maintenance days, visits to the exhibition are free of charge (hereinafter 'Free Tuesdays').

2. A valid free-of-charge ticket must be presented at the entrance to the exhibition for a free visit.
3. The free-of-charge ticket can be obtained at the Museum's ticket office or through the online system. Visitor limits apply on Free Tuesdays as well as on other days, free-of charge tickets being subject to availability.
4. Free tickets are made available online two weeks before the Free Tuesdays at 00:00.
5. In order to obtain a free ticket from the online system, it is necessary to take the steps listed in § 2(4)(a)- § 2(4)(e) to receive an e-mail confirmation with the free ticket in electronic form, the Visitor Rules as well as these Terms and Conditions.
6. In the case of audio-guided tours, the Museum reserves the right to charge for the hire of an audio-guide according to the current Price List.

#### **§4.**

##### **Purchase and exchange of vouchers**

1. The Museum provides vouchers that can be purchased and exchanged for a ticket for an exhibition of choice as long as that is within the period of validity of the ticket and subject to availability.
2. Vouchers can be purchased at the ticket office or via the online system.
3. The Customer may request to receive a VAT invoice. The VAT invoice cannot be issued unless the relevant option has been marked in the order and the correct invoice data has been provided. By selecting the VAT invoice option, the Customer also agrees to the invoice being sent electronically to the e-mail address indicated by the Customer. The previous sentence remains without prejudice to the Museum's right to issue and send invoices in traditional hard-copy form.
4. The Museum stipulates that it is not responsible for the consequences of incorrect or inaccurate invoice data provided by the Customer.
5. In order to successfully and correctly purchase a voucher via the online system, it is necessary:
  - a. to accept these Terms and Conditions,
  - b. to provide correct customer data,

- c. for the Customer to give consent to personal data processing so that the contract can be signed and performed,
  - d. choose a number of vouchers,
  - e. check the data provided for accuracy,
  - f. pay for vouchers via an online payment service as specified in § 5.
  - g. receive a confirmation notification following the purchase accompanied by an electronic voucher, the proof of sale, Visitor Rules and these Ts&Cs.
6. Each voucher has an individual, single-use code enabling the voucher to be exchanged for a ticket (hereinafter: Code). To exchange a voucher for a ticket, it is enough to provide the Code. The voucher is not needed. The Customer must therefore keep the code safe from disclosure to third parties. The Museum is not responsible for the use of the code by an unauthorised person, unless this is the Museum's own fault.
7. The exchange of a voucher for a ticket is possible at the Museum ticket office or online.
8. One voucher entitles the holder to exchange for one exhibition ticket for one person (individual ticket), for any form of tour (individual or guided).
9. The online system allows the simultaneous exchange of several vouchers for tickets, as well as the exchange of (a) voucher(s) for (a) ticket(s) with the simultaneous purchase of other tickets.
10. In order to exchange a voucher for a ticket in the online system, proceed as described in § 2(4), remembering to select the "ticket for voucher" option when choosing the ticket and then enter the correct code in the "Use voucher" box and confirm your selection.
11. To exchange several vouchers for tickets, the code entry and validation process must be repeated for each voucher.
12. If the customer only exchanges the voucher(s) for the ticket(s), without purchasing any other tickets, the charge for the tickets will be PLN 0. If other tickets are purchased at the same time, payment is required as specified in § 2 in order to receive all tickets.
13. Once a voucher has been exchanged for a ticket, subject to clause 13(2), the Customer will receive an electronic confirmation of the exchange accompanied by the electronic ticket, the Visitor Rules and these Terms and Conditions.

14. The exchange of a voucher for a ticket is possible during the period stated on the voucher.

## **§5.**

### **Methods of online payment**

1. When purchasing a ticket or voucher via the online system, the Customer may pay using one of the following payment methods:
  - a. payment card - Visa, Visa Electron, MasterCard, Maestro and others available in the system,
  - b. rapid bank transfer
  - c. online payment.
2. Payments made by payment card and fast bank transfer are processed by PayPro S.A., ul. Pastelowa 8, 60-198 Poznań, NIP (Tax ID): 779-236-98-87 Regon (Statistical Number): 301345068. Payments are processed as specified in the Ts&Cs of PayPro S.A.
3. The Museum cannot be held liable for any irregularities relating to the operation of the PayPro S.A. online payment system or the availability of any banking services used by the Customer to make the transfer.
4. The Museum reserves the right to terminate or suspend online ticket sales at any time, without giving reasons.
5. The Customer will be fully liable for the consequences of any incorrect data, including false data, when purchasing a ticket or voucher, downloading a free-of-charge ticket or registering an account.

## **§ 6.**

### **Complaints and returns**

1. In the event of irregularities in the online system, resulting in non-compliance of the service with the contract, the customer can file a complaint.

2. Complaints should be filed in writing at the address of the Museum's registered office or to the Museum's address for deliveries (ul. Spadzista 8, 34-100 Wadowice) or by e-mail: [muzeum@domjp2.pl](mailto:muzeum@domjp2.pl) together with a description of the irregularity.
3. The Museum will respond to the Customer's complaint in writing within 14 days of the date of receipt of the complaint.
4. In the case of a complaint from a Customer who is not a consumer, the Museum reserves the right to extend the time-limit referred to in point 3 by a further 14 days, of which the Customer will be notified by e-mail to the e-mail address provided by the Customer in the online system before the expiry of the time-limit referred to in point 3.
5. In the event of a complaint involving the purchase of a ticket, a refund of the ticket price paid is only possible once the Museum has granted the complaint.
6. Detailed information on the possibility to use out-of-court complaint and redress procedures and the rules of access to these procedures are available at the offices and on the websites of district consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade and at the following Internet addresses: <http://www.uokik.gov.pl> and <http://www.rf.gov.pl>
7. Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR for consumer disputes), the Museum provides the following electronic link to the ODR (Online Dispute Resolution) platform enabling out-of-court dispute resolution: <http://ec.europa.eu/consumers/odr/>.
8. If a visit is cancelled or rescheduled for reasons attributable to the Museum, the Customer will be notified thereof at the e-mail address indicated during purchase. In this case, the Customer will have the right to arrange a new visit date from among the available dates, or to withdraw from the contract. The price will be refunded in the same way in which the fee was paid.
9. Except as provided in clause 8 above, Customers will not be entitled to withdraw from the contract for the purchase of tickets. The above also applies to consumers, based on the provisions of Article 38(12) of the Polish Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws 2020, item 287).



10. A consumer who has purchased a voucher through the online system is entitled to withdraw from the contract without stating a reason within 14 days from the date of purchase. This entitlement expires when the voucher is exchanged for a ticket.
11. A consumer may withdraw from a contract for the provision of electronic services without stating any reason, within a period of 14 days counted from the date of signing such contract.
12. In order to withdraw from the contract referred to in clauses 10 or 11, the consumer should submit a notice to withdraw to the Museum within the time-limit specified in clauses 10 and 11 above (for example, using the template attached as Appendix 2 to the Polish Consumer Rights Act of 30 May 2014). A notice is deemed to have been delivered in a timely manner if the delivery took place before the expiry of the time-limit.
13. A notice to withdraw from a contract for the provision of electronic services may be sent:
  - a. in writing to the Museum's address: 34-100 Wadowice, ul. Spadzista 8,
  - b. by e-mail to: muzeum@domjp2.pl
14. In the event of an effective withdrawal from the contract, the Museum will refund to the consumer the amount paid by the consumer for the voucher within 14 days of receipt of the notice to withdraw.

## **§ 7.**

### **Rules for processing the customers' personal data**

1. By making a purchase through the Museum's online system and by registering in that system, the Customer consents to the Museum's processing of data concerning him/her pursuant to these Terms and Conditions. With regard to personal data, the Customer voluntarily consents to its processing by the Museum for the purpose of providing services or sales, including disclosure to service providers necessary for this, including in particular to the extent necessary for the Customer to make payments.
2. The controller of the personal data is the Saint John Paul II Family Home Museum in Wadowice with its registered address in Wadowice (34-100) at ul. Kościelna 7,

recorded by the Organiser Małopolskie Province in the Register of Cultural Institutions under No. 26/10, REGON (Statistical Number): 121214635, NIP (Tax ID): 551-25-80-813

3. Where personal data is concerned, Customers have the right to contact our Data Protection Officer at the email address: [iod@domjp2.pl](mailto:iod@domjp2.pl).
4. The processing of Customer information having the nature of personal data shall be carried out in accordance with the Polish Personal Data Protection Act of 10 May 2018 (Journal of Laws 2018, item 1000), 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 and, to the extent that the Museum provides services to the Customer, as well as the Polish Electronic Services Act of 18 July 2002 (i.e. Journal of Laws of 2017, item 1219, as amended).
5. To the extent that this has a contractual basis (internet service contract, sales contract, booking contract), this data is processed by the Museum for the sole purpose of performing the contract, in accordance with Article 6(1)(b) of the GDPR. We do not process personal data more than what the Customer consented to.
6. Personal data is always processed by the Museum only for the time necessary to fulfil the purpose for which it was collected (maintaining an account on our website, providing a service or making a sale, which also includes billing, accounting, recording in accordance with the law, complaint and warranty proceedings).
7. In relation to their personal data, Customers have the right to request access, rectification, deletion, restriction of processing or transfer to another entity. The Customer also has the right to object to the processing, as well as to file a complaint with a supervisory authority. If the processing is based on the Customer's consent, such consent may be withdrawn at any time without affecting the lawfulness of the processing carried out on the basis of the consent before its withdrawal.
8. Notwithstanding the above, the Customer may consent to receive mailing from the Museum using the data provided at the time of booking, including of an advertising, marketing and promotional nature (newsletters option). Where the

processing is based on consent and happens on an ongoing basis (e.g. for newsletters), the processing continues until consent is withdrawn.

9. The Museum Customers' personal data is processed by us and the entities with which we cooperate (recipients) in the fields of IT, maintenance, transport, Internet, payment processing, accounting and legal services.
10. The Museum website automatically collects data about visitors to the site, such as IP address, domain name, browser type, operating system type. This data may be collected by the Museum's systems, Google Analytics and used by cookies.
11. The data referred to in clause 10 is used to improve the quality of the service, to improve search results and the relevance of the goods displayed, to create viewing statistics and to track Customer preferences.
12. The processing of the data referred to in clause 10 also involves Customer profiling.
13. The data referred to in clause 10 is processed exclusively by the Museum and by our trusted partners (Google Inc. and our partners to whom we entrust activities related to our marketing). Their processing in the aforementioned manner is based on the prior consent given by our customers as referred to in Article 6(1)(a) of the DPA. Its processing continues until consent is withdrawn.
14. Cookies do not cause configuration changes to the device or software installed on the customer's device.
15. A Customer may refuse to allow the use of cookies (block cookies), which will prevent cookies from being stored on the Customer's device in the future.
16. A Customer who does not agree to the use of cookies (applies a cookie blocker) should select the appropriate settings in the web browser they are using. The cookies process varies depending on the browser used by the Customer.
17. Customers who wish to delete existing cookies should select the appropriate settings in the web browser they are using or delete and cookies manually. The process of deleting cookies varies depending on the browser used by the Customer.
18. The Museum warns that the blocking or deletion of cookies may impede the use of the System and, in some cases, prevent the use of some of its features.

## **§ 8.**

### **Entry into force and amendment of these Ts&Cs**

1. The Terms and Conditions will come into force on the date of publication on the Museum's website.
2. The Museum reserves the right to amend the Terms and Conditions, which will come into force on the date of their publication on the Museum's website. Contracts signed before the amendment of the Terms and Conditions will be governed by the version of the Terms and Conditions in force on the date the Customer placed the Order.
3. Any matter not covered under these Terms and Conditions will be governed by the provisions of Polish law, including the Polish Civil Code and the laws specified in the Terms and Conditions.
4. All disputes arising in connection with the reservation or purchase of tickets where the Customer is not a consumer will be settled by the court having jurisdiction over the registered office of the Museum.