



## Terms and conditions for the sale of tickets for Candela Foundation events

These regulations define the rules for the sale of Tickets for events organized by the Candela Foundation. A detailed schedule of the Event and the scope of services purchased as part of the ticket purchase are published on the Event website, the link to which is available on the Foundation's website – [candela.org.pl](https://candela.org.pl). Tickets are sold online by concluding a distance contract using the Registration Form available at [events.candela.org.pl](https://events.candela.org.pl)

### § 1 Definitions

The terms used in the content of these Regulations have the meaning given below, unless the content of the Regulations clearly indicates a different meaning:

1. **E-mail address** – Organizer's e-mail addresses: [hello@candela.org.pl](mailto:hello@candela.org.pl) and [events@candela.org.pl](mailto:events@candela.org.pl).
2. **Data controller** – Candela Foundation, with its seat at ul. Grochowska 357/513, 03-822 Warsaw, entered into the National Court Register under KRS number: 0000885495, REGON number: 388293056, NIP number: 1133028363.
3. **Ticket** – confirmation of the contract concluded by the User ensuring the User's right to participate in the Event, the ticket is equivalent to the conference fee,
4. **Proof of Purchase** - a Ticket or a fiscal receipt or other document confirming the purchase of a Ticket, e.g. credit card printout, e-mail confirmation, invoice.
5. **Consumer** – A consumer is a natural person who performs a legal transaction with the Foundation not directly related to its business or professional activity.
6. **Organizer** – Candela Foundation, with headquarters at ul. Grochowska 357/513, 03-822 Warsaw, entered into the National Court Register under the KRS number: 0000885495, with the NIP number: 1133028363 and REGON: 388293056,
7. **Facility** – the place where the Event will take place.
8. **Privacy policy** – available on the Organizer's website,
9. **Regulations** – these Regulations for the sale of tickets by the Organizer.
10. **Regulations of the Event** - regulations of participation in the Event, published on the website of the Event.
11. **Registration form** - a computer system for the sale and distribution of Tickets made available by the Organizer on the website published at <https://events.candela.org.pl>. The system supports the process of placing orders, selling, distributing and collecting Tickets.
12. **Organizer's website** - Candela Foundation website - <https://candela.org.pl> .
13. **Event website** - a website related to a given Event, a list of links to the Event websites can be found on the Organizer's website.
14. **User** - any person using the Registration Form available on the website <https://events.candela.org.pl> and purchasing a Ticket for the Event.
15. **Event** - an event organized or co-organized by the Organizer, the details of which are published on the Event Website.

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## **§ 2 General rules**

1. These Regulations contain provisions regarding the sale and distribution of Tickets using the Registration Form.
2. The User using the Registration Form accepts the terms of these Regulations.
3. The Organizer sells and distributes Tickets for the Event.
4. Before purchasing a Ticket, the User is obliged to read the Regulations and any additional information posted by the Organizer on the Event website.

## **§ 3 Stages of the Ticket purchase process**

1. In order to purchase a Ticket, it is necessary to complete the following purchasing steps:
  1. choosing the type of Ticket,
  2. providing address data necessary to complete the purchase,
  3. providing the data of the Event User,
  4. verifying the order and accepting the terms of the Ticket purchase, including the content of the Regulations, as well as reading the information on the processing of personal data and, if necessary, expressing marketing consents,
  5. confirmation by the User of the order with the obligation to pay,
  6. choosing the method of payment for the Ticket,
  7. selection of the currency in which the payment for the ticket will be made,
  8. confirmation of the terms and implementation of the order by the Organizer.

## **§ 4 Ticket order**

1. In order to place an order and purchase a Ticket, the User should complete the data necessary to complete the order in the Registration Form, i.e. :
  1. first name and last name,
  2. e-mail address,
  3. professional group,
  4. company name and data identifying it (if the user wants to receive a VAT invoice),
  5. contact phone number,
  6. additional information related to the Event.
2. The Organizer is not responsible for incorrect data entered by the User in the Registration Form or for the change of data in the Registration Form by the User, in particular the address data. In the event that the User notices an error in the data provided by him after confirming the order, he should immediately contact the Organizer.
3. When booking a Ticket, the User selects the Ticket category. Within one order, the User may purchase only one for a Ticket.
4. The ticket entitles you to enter the Event throughout its duration, i.e. in accordance with the information posted on the Event Website.

## **§ 5 Payment and prices for the Ticket**

1. The User may pay for the Ticket in the following way:
  1. by bank transfer;
  2. by payment card via PayPal, Przelewy24 and PayU (in accordance with the regulations of this website) or another online payment intermediary.
  3. The amount due under the order should be paid in full immediately after placing the order, not later than within 14 calendar days from the date of placing the order with the obligation to pay and not later than 7 calendar days before the start of the Event.
2. The contract is concluded after the User pays the order.

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3. Failure to pay the order on time, in accordance with § 5 para. 2, will be considered as the User's withdrawal from the purchase contract and such order will be automatically canceled.
4. In the case of cancellation of the order, in accordance with paragraph 4 above, it is not possible to restore it, but it is only possible to place a new order. In this case, the Organizer cannot guarantee that the selected Tickets will still be available.
5. In the case of payment by bank transfer, the payment for the Ticket must be transferred to the bank account indicated on the Event Website or in the Registration Form. The title should contain the name and the acronym (or full name) of the Event.
6. Prices on the Event website and in the Registration Form include 23% VAT, unless otherwise stated.
7. If the User wants to obtain a VAT invoice for the purchased Ticket, during the ordering process, he should check the box confirming the willingness to receive the invoice and fill in all the fields correctly.
8. The VAT invoice issued by the Organizer will be sent to the User only by e-mail to the e-mail address provided during registration, within 7 calendar days from the date the payment is credited to the Organizer's bank account or after positive authorization of the transaction via electronic channel.
9. After a successful payment for the ticket, the user will receive an automatically generated message confirming the payment to the e-mail address provided in the registration form.

#### **§ 6 Principles of using the image, voice and speech**

1. The Organizer declares and the User agrees that the course of the Event may be recorded in the form of an audiovisual recording and / or photos, and the works created in this way will be used for broadcasting in the mass media (television, radio, Internet, press, etc.) or for the purposes of documentation, promotion, advertising: the Organizer and other persons indicated by the Organizer, as well as the Event itself (commercial use).
2. The organizer informs that the registration of the works referred to in paragraph 1. will take place throughout the entire Venue where the Event will be held, unless the Organizer clearly delimits recording-free zones.
3. The User authorizes the Organizer to use his image and / or voice and speech (if the User provides them during the Event and / or to the camera) and disseminate them as elements of the above. works for the purposes listed in paragraph 1 above, and hereby grants a non-exclusive and free consent, without time and territorial limits, for their use by the Organizer and all entities authorized by the Organizer in various fields of exploitation of works, in particular:
  1. recording on any audiovisual carrier (on video carriers, photosensitive and magnetic tape and computer disk, in a multimedia network, including the Internet),
  2. reproduction with any technique,
  3. public screening, playing, broadcasting and rebroadcasting,
  4. borrowing, renting, lending media on which the image, voice, speech has been recorded,
  5. introduction to computer memory and multimedia network,
  6. use on various types of websites (including the Organizer's website).
4. The user waives:
  1. the right to control and approve the use of the image each time, including the right to approve the final form of materials in which the image will be used;
  2. all claims, including remuneration against the Organizer for the use of his image for the purposes specified in these Regulations.

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5. This consent is free, it is not limited in quantity, time or territory. The image can be used for all kinds of forms of electronic image processing, framing and composition, with no obligation to accept the final product, but not in forms that are offensive or generally considered unethical.

#### **§ 7 The right to withdraw from the Agreement**

1. A User who is a Consumer, in accordance with the Civil Code, has the right, within 14 calendar days from the date of purchasing the ticket, to withdraw from the contract for the purchase of an Event Ticket, without giving any reason. For this purpose, he may use the form constituting Appendix No. 1 to these Regulations. To meet the deadline referred to in the previous sentence, it is enough for the User to send a statement of withdrawal before the expiry of that deadline.
2. The withdrawal form must be sent to the Organizer's e-mail address.
3. Withdrawal from the Agreement referred to in paragraph 1, does not require giving a reason and takes place without additional costs by the User who is a consumer.

#### **§ 8 Cancellation, change of time, place, Ticket return**

1. The Ticket fee is reimbursed in the event of cancellation submitted at least 60 calendar days before the start of the Event. The condition for obtaining a refund is sending the Organizer a form constituting Appendix No. 1.
2. The ticket fee is refundable in 50% (half) in the case of cancellation made at least 30 calendar days before the start of the Event. The condition for obtaining a refund is sending the Organizer a form constituting Appendix No. 1.
3. In the event of cancellation submitted later than 30 calendar days before the start of the Event, the fee is non-refundable.
4. The Organizer reserves the right to cancel or postpone the Event in the event of random, unforeseen events or as a result of a failure, external factors. Users will be informed immediately about any changes by publishing information on the Event Website, the Organizer's Website and by sending information to the User's e-mail address indicated in the Registration Form.
5. In the case of the situation referred to in section 4. Users will be able to return the purchased Ticket. A prerequisite for obtaining a refund is filling in the form constituting Annex 1, within 60 calendar days from the date of sending the information to the User's e-mail address indicated in the Registration Form.
6. The refund for the purchase of the Ticket will be made by transfer to the account number indicated in the return form, within 14 calendar days from the date the Organizer receives a correctly completed return form.

#### **§ 9 Complaints procedure**

1. Any complaints should be submitted by the User to the Organizer via the Organizer's e-mail address, up to 3 calendar days from the end of the Event.
2. In the event that the delivered Ticket is illegible, damaged, damaged or inconsistent with the order, the User should immediately notify the Organizer, in the event of receiving such a complaint, the Organizer will each time contact the User to determine the method of providing the Organizer with the Proof of Purchase and delivering a new Ticket to the User.
3. Responses to complaints will be provided immediately, no later than within 14 calendar days from the date of notification.

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4. If the User loses the Ticket for reasons of chance, he may ask the Organizer to re-issue the Ticket. In order to receive a Ticket, the User should send a request to the Organizer's e-mail address.

#### **§ 10 Responsibility**

1. The User should notify the Organizer of any irregularities in the functioning of the Registration Form. The Organizer is not responsible for the temporary unavailability of the Registration Form, which results from technical reasons or circumstances beyond the Organizer's control and which were beyond the Organizer's control (force majeure).
2. If the Event is disrupted or prevented due to force majeure, understood in particular as fire, power outages, flood and other unforeseen events, the Event may be postponed or canceled.
3. The Organizer is not responsible for sending the Ticket to the wrong address or sending a message with information about the order or the canceled Event to the wrong e-mail address, if the data has been incorrectly provided by the User.
4. Neither party is liable for any damage caused to the other party as a result of non-performance or improper performance of the contract, in the form of: loss of income or profit, loss of profits, loss of business connections, loss of assumed savings or loss of data.
5. The Organizer is not responsible for any statements, assurances and obligations made by Users, participants and speakers appearing at the Event.
6. Due to the individual characteristics and skills of the User, the Organizer does not provide any guarantees regarding the effects of the User's participation in the Event and the use of the materials in any sphere of private or economic life.

#### **§ 11 Intellectual property**

1. Any materials provided or made available to the User or the Organizer may be used by them only for educational and training purposes related to the Event. In particular, the User is not allowed to duplicate materials and sell or transfer materials or any other intellectual property owned by the Organizer or third parties.
2. The User is not entitled to record or record the course of the Event in any way, except for handwritten, written notes.

#### **§ 12 User Statements**

1. The user declares that
  1. by placing an order for a Ticket with an obligation to pay, he accepts the conditions indicated in the order form and in the Regulations as the terms of the contract binding him with the Organizer.
  2. Before placing an order, the User has read the content of the Regulations and the order form and made sure that their provisions are understandable, complete and do not contain errors. In the event of errors and inaccuracies being discovered, the User should contact the Organizer before placing the order in order to confirm in writing any changes he has made to the Regulations.
  3. he knows the subject, scope and purpose of the Event.

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4. is aware of the possibility of using out-of-court means of dealing with complaints and redressing claims related to the contract, including with the help of the Municipal Consumer Ombudsman acting on the basis of the Act of February 16, 2007 on competition and consumer protection (Journal of Laws of 2007, No. 50, item 331, as amended). The consumer also has the option of using an out-of-court complaint and redress procedure before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Warsaw.

Information on how to access the above-mentioned mode and procedures for resolving disputes can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), in the tab "Settlement of consumer disputes".

### **§ 13 Final Provisions**

1. The Organizer makes the content of the Regulations available before purchasing the Ticket on the Event Website, the Organizer's Website and on the page with the Registration Form.
2. The organizer reserves the right to make changes to the Regulations.
3. With regard to all matters related to a given order, the Regulations in force on the date of placing the order shall apply.
4. A ticket purchased in the manner specified in the Regulations does not entitle to a refund or exchange for another, except for the cases specified in § 7 and § 8.
5. All notifications and further correspondence between the Organizer and the User should be directed to the addresses indicated in the Regulations and the order form.
6. The Organizer reserves the right to exclude from the participation in the Event Users who violate any provisions of these Regulations or the Regulations of the Event, in particular:
  1. undertake activities that are against the law, morally or against the legitimate interests of third parties;
  2. take actions aimed at including or indicating an attempt to circumvent the Regulations or the rules of holding the Conference;
  3. take actions that violate the legitimate interests of the Organizer or harm its image.
7. In the event of disputes with the User, the court competent to hear them is the court competent for the seat of the Organizer.
8. Declaration by a competent court of invalidity of some provisions of the Regulations does not affect its other provisions, which in such a case shall remain in force.
9. In matters not covered by these Regulations, the provisions of Polish law shall apply accordingly.

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**APPENDIX 1**

**WITHDRAWAL / RETURN FORM \***

(this form must be completed and sent to the Organizer's e-mail address)

**Name** .....

**Surname** .....

I hereby inform about my withdrawal from the ticket purchase contract \*

I hereby inform about my willingness to return the ticket\*:

**Name of the Event** .....

**Date of conclusion of the contract** .....

**E-mail address:** .....

**IBAN Number and SWIFT code of the bank account to which the return should be made:**

.....

**Name of the owner of the bank account to which the return should be made:**

.....

**Signature** .....

**Date (DD-MM-YYYY)** .....

\* delete as appropriate

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