

## **I. GENERAL PROVISIONS:**

1. These regulations (hereinafter referred to as the "Regulations") are issued by ALTER ART FESTIVAL sp.z o.o. company with its registered office in Warsaw, ul. Kazimierzowska 14, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the number KRS: 0000227624, NIP: 586-214-15-57 (hereinafter referred to as the "Organizer").
2. The following capitalized terms in the Regulations shall have the following meaning:
  - "**Base Ticket**" - means a ticket for an Event that has been canceled or moved due to the outbreak of the SARS-CoV-2 virus.
  - "**Event**" - means the entertainment service organized by the Organizer, including outdoor entertainment, including concerts, festivals, musical performances or dance and music performances, etc.
  - "**Website**" - means [www.altersklep.pl](http://www.altersklep.pl) website.
  - "**Act**" - means the Act of March 2, 2020 on special solutions related to the prevention and eradication of COVID-19, other infectious diseases and crisis situations caused by them (Journal of Laws 2020.374 of 2020.03.07, as amended ).
  - "**User**" - means any person who, being a Consumer or Entrepreneur within the meaning of the Website's regulations, has purchased a Base Ticket for an Event via the Website.
  - "**Voucher**" - means a gift voucher referred to in art. 15 of the Act, authorizing the User to implement it through the Website for future Events within a year of the day on which the Event was to take place, for which the User bought the Base Ticket, on the value paid by the User for the purchase of the Base Ticket.
3. The Regulations are addressed to all Users who purchased the Base Tickets on the Website, who want to take advantage of the option of exchanging the purchased Base Ticket for a Voucher which can be used for future Events organized by the Organizer.
4. The purpose of the Regulations is to specify the terms and conditions in which exchanging the Base Ticket for a Voucher should work, as well as how the Voucher itself works.

## **II. GENERAL CONDITIONS AND REPLACING THE BASE TICKET FOR A VOUCHER PROCEDURE**

1. Only the Base Ticket for the Event is subject to Exchange for a Voucher of the value paid by the User for the purchase of the Base Ticket. The ticket obtained as a result of exchanging the Base Ticket for a ticket for the same Event on a new date cannot be exchanged for a Voucher.
2. A Voucher issued in accordance with the terms and conditions set out in the Regulations may be used only for the purchase of tickets for Events offered on the Website. The voucher applies only to the account on the Website through which the Base Ticket was bought. You cannot transfer the Voucher to another account on the Website.
3. The Voucher may be redeemed by the User within a year of the day on which the Event was to take place, for which the User purchased the Base Ticket. In the event that the end of the annual period referred to in the previous sentence falls before August 31, 2021, the deadline for redeeming the Voucher may be extended to August 31, 2022 at the User's request. Such an application should be submitted by e-mail to [sklep@alterart.pl](mailto:sklep@alterart.pl).
4. The voucher cannot be exchanged for cash in whole nor in part.

5. The exchange of a Base Ticket for a Voucher is done by clicking the "Change to Voucher" button after logging in by the User to his account on the Website. The User's decision to exchange the Base Ticket for a Voucher is final. After clicking the "Convert to Voucher" button, the User cannot change it and request a refund of the equivalent of the Voucher.
6. Before exchanging a Base Ticket for a Voucher, the User is obliged to read and accept these Regulations. At the same time, the User may agree to receive all information regarding Events and related promotions via e-mail.

### **III. RULES OF USING THE VOUCHER**

1. The User may use the Voucher to pay for the reservation of the selected ticket offered on the Website. The purchase of a ticket via Voucher depends on the availability of tickets for the given Event.
2. The Voucher cannot be used to pay for a ticket for which the User has previously paid without the use of a Voucher. The Organizer will not refund the cash for the ticket if the User decides to pay for the reservation with a Voucher, after making the payment in a different way.
3. If the price of an Event ticket purchased using a Voucher is lower than the current nominal value of the Voucher, the User is not entitled to a refund of unused cash. In such a situation, the remaining funds remain to be used for subsequent purchases on the Website during the validity of the Voucher.
4. In the event that the price of an Event ticket purchased using a Voucher is higher than the current nominal value of the Voucher, the User shall pay the difference in price. The additional payment will be made using the payment methods provided by the Website.
5. The User may use the Voucher many times until the amount limit assigned to the Voucher has been exhausted during the validity of the Voucher.
6. The organizer has the right to refuse the use of the Voucher if the Voucher expires.

### **IV. VOUCHER SETTLEMENTS AND COMPLAINTS**

1. The User may check the current value and expiry date of the Voucher at any time. The value can be checked by logging into the User's account on the Website. The value status and expiry date of the Voucher will be visible in the 'My Account' tab.
2. All complaints related to the purchase of Tickets using the Voucher will be considered by the Organizer within 30 (thirty) days from the date of submission of the complaint.
3. Complaints may be sent to the following e-mail address: sklep@alterart.pl or in the form of written correspondence sent to Alter Art Festival sp.z o.o., ul. Kazimierzowska 14, 02-589 Warsaw. In order to facilitate the complaint procedure, it is suggested to add "Complaint" note. Such an addition is not a condition for considering the complaint.
4. The User should, if possible, provide the Organizer with all information and documents regarding the complaint that may be helpful in its recognition. The Organizer notifies the User about the method of settling the complaint by post or e-mail, depending on the method of complaint submission.

## **V. VOUCHER EXPIRY DATE EXTENSION**

In the event of cancellation of the Event for which the User purchased the Ticket using the Voucher, the Organizer is obliged to return the funds spent, by supplementing the Voucher's limit. At the same time, in this case, the Organizer will extend the validity of the Voucher by one year from the day on which the Event, for which the User purchased the Ticket using the Voucher, was to take place.

## **VI. FINAL PROVISIONS**

1. All questions regarding the Voucher should be directed to the Organiser's e-mail address: sklep@alterart.pl
2. The issue of a Voucher does not constitute a sales taxed with value added (VAT) within the meaning of the applicable provisions of the Act on tax on goods and services.
3. A Voucher within the meaning of applicable law is not an electronic payment instrument or an electronic payment card. The Voucher is an electronic form of a gift voucher.
4. In the scope of using Tickets purchased with the use of a Voucher, the provisions of the Regulations for Buying the Tickets found on the Website shall apply.
5. The organizer reserves the right to amend these Regulations, in particular if it is needed to adapt the Regulations to the law or to remove errors or inaccuracies in the Regulations. Actions carried out before the entry into force of amendments to the Regulations are carried out in accordance with the existing content of the Regulations.
6. In the absence of consideration of the complaint, or in the event of other disputes with the Organizer, the User who is a consumer may use the assistance of consumer organizations and the powiat (municipal) ombudsman.