

Regulations for selling tickets for Candela Foundation events

The Regulations specify the principles of selling Tickets for events organized by Candela Foundation. The detailed plan of an Event and the range of services purchased as part of ticket purchase is published on the Event's website, to which a link is provided on the Foundation's website - candela.org.pl. Tickets are sold via the Internet, by concluding a remote contract through the Registration Form available at events.candela.org.pl.

§ 1 Definitions

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

1. **E-mail address** - the Organizer's e-mail addresses: hello@candela.org.pl and events@candela.org.pl,
2. **Administrator** - Candela Foundation, located at 357/513 Grochowska Street, 03-822 Warsaw, entered in the National Court Register under the number KRS: 0000885495, having REGON number: 388293056, having NIP number: 1133028363,
3. **Ticket** - a confirmation of the agreement 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** - Ticket or fiscal receipt or other document confirming the purchase of a Ticket, e.g.: credit card printout, e-mail confirmation, invoice,
5. **Consumer** - A natural person making a legal transaction with the Foundation which is not directly connected to his/her business or professional activity,
6. **Organizer** - Candela Foundation, located at 357/513 Grochowska Street, 03-822 Warsaw, Poland, entered into the National Court Register under KRS number: 0000885495, holding tax identification number (NIP): 1133028363 and statistical number (REGON): 388293056,
7. **Venue** - the place where the Event will take place,
8. **Privacy Policy** - available on the Organizer's website,
9. **Rules and Regulations** - these Rules and Regulations of ticket sales by the Organizer,
10. **Event Rules** - the rules and regulations of participation in the Event, published on the Event's website,
11. **Registration form** - computer system for selling and distributing Tickets made available by the Organizer on the website published at <https://events.candela.org.pl>. The system enables handling the process of ordering, selling, distributing and collecting Tickets.
12. **Organizer's website** - the website of Candela Foundation - <https://candela.org.pl>,
13. **Event Website** - the website associated with an Event, a list of links to 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 an Event,
15. **Event** - an event organized or co-organized by the Organizer, details of which are published on the Event Website.

§ 2 General Principles

1. These Rules and Regulations contain the provisions concerning the sale and distribution of Tickets using the Registration Form.
2. The User using the Registration Form accepts the terms and conditions of these Regulations.
3. The Organizer sells and distributes Tickets for an Event.
4. Before purchasing the Ticket, the User is obliged to become familiar with the Regulations and any additional information posted by the Organizer on the Event's website.

§ 3 Steps of Ticket purchase process

1. In order to purchase a Ticket it is necessary to go through the following purchase steps:
 1. choosing the type of Ticket,
 2. providing the address data necessary for the purchase,
 3. providing the Event User's data,
 4. verification of the order and accepting the conditions of the Ticket purchase, including the content of the Regulations and getting familiar with the information about personal data processing, as well as accepting the marketing consents, if any,
 5. the User confirming the order with the obligation to pay,
 6. choosing the payment method for a Ticket,
 7. choice of currency in which the payment for a Ticket will be made,
 8. confirmation of the terms and conditions of the order by the Organizer.

§ 4 Ordering Ticket

1. In order to place an order and buy a Ticket, the User should fill in the Registration Form with the data necessary to complete the order, i.e.:
 1. name and surname,
 2. e-mail address,
 3. professional group,
 4. company name and its identification data (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 liable for incorrect data entered by the User in the Registration Form or for any change of data in the Registration Form by the User, in particular address data. Should the User notice an error in the data provided after confirming the order, they should immediately contact the Organizer.
3. When booking Tickets, the User chooses a category of Ticket. The User can purchase only one ticket per order.
4. The Ticket entitles the User to enter the Event for its full duration i.e. according to the information on the Event's Website.

§ 5 Payment and prices for the Ticket

1. Payment for a Ticket can be made by the User in the following ways:
 - a. by bank transfer,
 - b. payment card via PayPal, Przelewy24, PayU (in accordance with the regulations of that service) or other online payment intermediary.
2. The amount due resulting from the order should be paid in full immediately after placing the order, no later than 14 calendar days from the date of placing the order with the obligation to pay and no later than 7 calendar days before the Event begins.
3. The contract is concluded after the User pays for the order.
4. Failure to pay for the order within the time limit according to § 5 section 2 will be considered as a withdrawal from the purchase agreement by the User and such order will be automatically canceled.
5. In case the order is canceled according to § 4 above, it cannot be restored but only a new order can be placed. In such a case, the Organizer cannot guarantee that the selected Tickets will still be available.
6. In the case of payment by bank transfer, the payment for the Ticket should be made to the bank account specified on the Event Web Site or in the Registration Form. The name and acronym (or full name) of the Event should be entered in the title.
7. On the Event Website and Registration Form, prices include VAT at 23% unless otherwise stated.
8. If the User wishes to obtain a VAT invoice for the purchased Ticket, the User should tick the box confirming the wish to receive an invoice and correctly fill in all the fields in the ordering process.
9. The VAT invoice issued by the Organizer will be sent to the User solely by electronic means, to the e-mail address provided during registration, within 7 calendar days from the date of crediting the Organizer's bank account or after positive authorization of the transaction via electronic means.
10. After successful payment for the ticket, the User will receive an automatically generated message with the payment confirmation 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 consents, that the course of the Event may be recorded in the form of audiovisual recording and/or photographs and that the works created in this way will be used for the purposes of broadcast in the mass media (television, radio, Internet, press, etc.) or for the purposes of documentation, promotion, and advertising: Organizer and other persons designated by Organizer, as well as the Event itself (commercial use).
2. The Organizer informs that the recording of the works referred to in Sec. 1 will take place throughout the entire area of the Venue where the Event will be held unless the Organizer clearly designates zones that are free of recording.
3. The User authorizes the Organizer to use their image and/or voice and statements (if the User provides such during the Event and/or to the camera) and to distribute them as elements of the above-mentioned works for the purposes referred to in sect. 1 above, and hereby grants non-exclusive and royalty-free consent, without time and

territorial restrictions, for their use by the Organizer and any entities authorized by the Organizer in various fields of exploitation of the works, in particular:

1. recording on any audiovisual carrier (on video carriers, photosensitive tape, magnetic tape and computer disk, in a multimedia network including the Internet),
 2. multiplication by any technique,
 3. public screening, reproduction, broadcasting and rebroadcasting,
 4. lending, renting or lending of carriers on which the image, voice or statement has been recorded,
 5. introduction into computer memory and into a 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 each and every use of the image, including the right to approve the final form of the materials in which the image will be used;
 2. any claims, including remuneration, against the Organizer for the use of his or her image for the purposes specified herein.
5. This consent is free of charge and is not limited in terms of quantity, time or territory. The image may be used for various forms of electronic image processing, framing and composition, without the obligation of accepting the final product, but not in forms that are offensive or generally considered unethical.

§ 7 Right of withdrawal

1. The User, who is a Consumer in accordance with the Civil Code, has the right, within 14 calendar days of purchasing the ticket, to withdraw from the contract of purchase of the Ticket for an Event, without giving a reason. For this purpose, they can use the form attached as Appendix 1 hereto. In order to meet the deadline referred to in the preceding sentence, it is enough for the User to send their statement of withdrawal before the deadline expires.
2. The withdrawal form must be sent to the e-mail address of the Organizer.
3. Withdrawal from the Agreement referred to in Clause 1 shall not require giving any reason and shall be without any additional costs incurred by the User who is a consumer.

§ 8 Cancellation, change of time, venue, refund of Ticket

1. The Ticket payment is refundable in the case of a cancellation reported at least 60 calendar days before the Event. The condition for obtaining a refund is sending to the Organizer the form attached as Appendix 1.
2. The fee for the ticket is refundable in 50% (half) in the case of a resignation reported at least 30 calendar days before the commencement of the Event. The prerequisite for the refund is sending to the Organizer the form attached as Appendix 1.
3. In the case of a resignation reported later than 30 calendar days before the commencement of the Event, the fee shall not be reimbursed.
4. The Organizer reserves the right to cancel or postpone the date of an Event in the case of random, unforeseen events or as a result of malfunction, external factors. Users will be informed about possible changes immediately by publishing information on the

Event's Website, the Organizer's Website and by sending information to the User's email address stated in the Registration Form.

5. In the case of the situation referred to in par. 4, Users will have the opportunity to return the purchased Ticket. The prerequisite for reimbursement is filling in the form attached as Appendix 1, within 60 calendar days from sending information to the User's email address stated in the Registration Form.
6. The money for the Ticket's purchase will be refunded via bank transfer to the account number indicated in the refund form within 14 calendar days from the date of receiving by the Organizer a correctly filled out refund form.

§ 9 Complaint procedure

1. All complaints should be reported by the User to the Organizer via the Organizer's e-mail address within 3 calendar days from the date of the end of the Event.
2. If the delivered Ticket is illegible, damaged or inconsistent with the order, the User should immediately notify the Organizer. In the case of receiving such a complaint, the Organizer shall contact the User each time in order to determine the manner of providing the Organizer with the Proof of Purchase and delivering a new Ticket to the User.
3. Complaints shall be answered immediately, no later than within 14 calendar days from the date of submission.
4. In the case the User loses the Ticket due to random reasons, the User may request the Organizer to re-issue the Ticket. In order to receive the Ticket, the User should send the 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 liable for temporary unavailability of the Registration Form due to technical reasons or circumstances 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 cuts, flooding and other unforeseen events, the Event may be rescheduled or canceled.
3. The Organizer is not liable for sending the Ticket to an incorrect address or sending a message with information regarding the order or canceled Event to an incorrect email address, if the data was given incorrectly by the User.
4. Neither party is liable for damages caused to the other party, due to non-performance or improper performance of the contract, in the form of: loss of revenue or profit, loss of benefits, loss of business connections, loss of assumed savings or loss of data.
5. The Organizer shall not be liable for any representations, warranties or undertakings made by Users, participants or speakers at the Event.
6. Due to the individual characteristics and abilities of the User, the Organizer does not guarantee in any form whatsoever the results of the User's participation in the Event and their use of the materials in any sphere of their private or business life.

§ 11 Intellectual property

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

§ 12 Statements by the User

1. The User declares that:
 1. by placing an order for Tickets with the obligation of payment, the User accepts the conditions specified in the order form and the Regulations as the conditions of the contract between the User and the Organizer.
 2. Before placing the order the User has read the Regulations and the order form and has made sure that their provisions are clear, complete and free from any mistakes. In case of detecting any errors or inaccuracies, the User shall, before placing the order, contact the Organizer in order to confirm in writing any amendments made by him to the Regulations.
 3. is familiar with the subject matter, scope and purpose of the Event.
 4. he/she is aware of the possibility to use out-of-court ways to handle complaints and pursue claims related to the agreement, including with the help of the Municipal Consumer Ombudsman acting on the basis of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws of 2007, No. 50, item 331, as amended). A consumer can also use the out-of-court settlement of complaints and claims before the Permanent Consumer Arbitration Court at the Regional Inspector of the Trade Inspection in Warsaw. Information on how to access the aforementioned procedure and dispute resolution procedures can be found at the following address: www.uokik.gov.pl, in the "Consumer dispute resolution" tab.

§ 13 Final provisions

1. The Organizer makes the content of the Regulations available before the purchase of the Ticket on the Event's website, the Organizer's website and the website where the Registration Form is located.
2. The Organizer reserves the right to introduce changes to the Regulations.
3. All issues related to a given order shall be governed by the Rules and Regulations in force on the day of placing the order.
4. A ticket purchased in the manner specified in the Terms and Conditions does not entitle to a refund or exchange for another ticket, except in cases specified in § 7 and § 8.
5. All notifications and further correspondence between the Organizer and the User should be directed to the addresses specified in the Regulations and the order form.

6. The Organizer reserves the right to exclude from the Event the Users who violate any provisions of these Rules and Regulations or the Event Regulations, in particular:
 1. take actions that are contrary to the law, good manners or harm the legitimate interests of third parties;
 2. take actions aimed at or indicating an attempt to circumvent the Rules and Regulations or the rules of the Conference
 3. take actions that violate the legitimate interests of the Organizer or harm its image.
7. In case of disputes with the User, the competent court for their consideration is a court having jurisdiction over the registered office of the Organizer.
8. If some of the provisions of the Regulations have been declared invalid by a competent court, this shall not affect the remaining provisions, which shall remain in force in such a case.
9. In matters not regulated by these Regulations the provisions of Polish law shall apply.

ANNEX 1
WITHDRAWAL FROM AGREEMENT / RETURN FORM *
(this form should be filled in and sent back to the Organizer's e-mail address)

Date (DD-MM-YYYY)

First name:

Surname:

I hereby give notice of my withdrawal from the ticket purchase agreement*.

I hereby give notice that I wish to return my ticket*:

Name of Event:

Date of contract:

Email Address:

Account number and name to which refunds should be made:
.....

Name of owner of account to which refund should be made:
.....

Signature
.....

* delete as appropriate