

TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS TO THE EXPERIENCE ZONE

made via the portal <https://www.lodzsummerfestival.pl>

during Łódź Summer Festival

§ 1 DEFINITIONS

The terms used in these Terms and Conditions mean:

1. **Terms and Conditions** - these terms and conditions.
2. **Portal** - the website available at <https://www.lodzsummerfestival.pl/>, through which EXPERIENCE Tickets are sold.
3. **Operator** - Aqua Park Łódź Sp. z o.o., the entity responsible for handling the sale of EXPERIENCE Tickets via the Portal.
4. **Organizer** - Łódzkie Centrum Wydarzeń.
5. **Event** - Łódź Summer Festival taking place on 24-26 July 2026 in Łódź.
6. **Event Area** - the area where the Event takes place, including in particular the festival space together with the EXPERIENCE Zone. (A designated and fenced-off area of the municipal green space on ul. Konstancyńska between ul. Krańcowa and ul. Juszcakiewicza)
7. **EXPERIENCE Zone** - a separate, paid premium area within the Event Area, providing an enhanced standard of participation.
8. **Guest** - a natural person, legal person or organizational unit purchasing an EXPERIENCE Ticket via the Portal.
9. **Reservation** - the process of purchasing an EXPERIENCE Ticket, including selecting a ticket and temporarily holding it until payment is made.
10. **EXPERIENCE Ticket** - a document in electronic form (PDF) confirming the right to enter the EXPERIENCE Zone during the Event and to use its infrastructure in accordance with the Terms and Conditions, including the right to remain on the lower level of the zone structure.
11. **Fee** - the price due to the Operator for the purchase of an EXPERIENCE Ticket.
12. **Service Fee** - the fee due to the Operator for providing EXPERIENCE Ticket sales services via the Portal, including in particular the costs of maintaining IT systems, transaction handling and ticket distribution.
13. **UPK** - the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2024, item 1796, as amended).
14. **GDPR** - 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 (General Data Protection Regulation) (OJ EU L 119 of 04.05.2016, p. 1),

15. **UŚUDE** - the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2024, item 1513, as amended).

§ 2 SCOPE OF APPLICATION OF THE TERMS AND CONDITIONS

1. Under the rules set out in the Terms and Conditions, the Operator concludes agreements concerning the sale of EXPERIENCE Tickets. The rules for using the EXPERIENCE Zone during Łódź Summer Festival are set out in the Rules for Using the EXPERIENCE Zone, available at: <https://www.lodzsummerfestival.pl/>
2. Making a Reservation is equivalent to accepting these Terms and Conditions and the Rules for Using the EXPERIENCE Zone.
3. The Guest confirms that they have read these Terms and Conditions and the Rules for Using the EXPERIENCE Zone by ticking the appropriate box in the Portal when making a Reservation.
4. The Terms and Conditions specify in particular: the rules for purchasing EXPERIENCE Tickets and the conditions for concluding distance contracts.
5. The Terms and Conditions have been prepared in accordance with Article 8(1)(1) of UŚUDE and in order to fulfil the entrepreneur's information obligations under Article 12(1) of the UPK.

§ 3 PROCESS FOR PURCHASING EXPERIENCE TICKETS

1. In order to make a Reservation and purchase an EXPERIENCE Ticket, the Guest:
 - a) selects an available EXPERIENCE Ticket in the Portal,
 - b) provides their details: first name and surname, e-mail address and telephone number,
 - c) confirms that they have read the Rules by ticking the appropriate checkbox,
 - d) selects a payment method from among the options made available in the Portal.
2. For each purchase, the Operator charges a Service Fee related to handling the Reservation. Information on: the price of the EXPERIENCE Ticket, the amount of the Service Fee and the total amount to be paid is presented to the Guest in the order summary before the order is approved.
3. The order is placed by clicking the button 'I buy with an obligation to pay'.
4. The Guest is responsible for the truthfulness and correctness of the data referred to in sec. 1 lit. b) and c).
5. The Reservation is temporary and remains valid for the period indicated in the confirmation, depending on the selected payment method.
6. The Operator sends confirmation of the Reservation, together with its details, to the e-mail address indicated by the Guest.
7. The Guest makes payment in accordance with the selected method.
8. After receiving full payment, the Operator delivers the EXPERIENCE Ticket in accordance with § 6.
9. The EXPERIENCE Ticket entitles the Guest to enter the EXPERIENCE Zone during Łódź Summer Festival and to use its infrastructure in accordance with the applicable rules, including the right to remain on the lower level of the zone structure.

10. An invoice for the purchase of an EXPERIENCE Ticket is issued if, before clicking the 'Order and pay' field, the Guest selected the field requesting an invoice and provided the data necessary to issue it.
11. The Operator makes the invoice available:
 - a. to a Guest who is a Consumer - via the e-mail address provided by the Consumer, in electronic form (e-invoice)
 - b. to an Entrepreneur - exclusively in KSeF (the National e-Invoicing System).

§ 4 FORM OF TICKETS

1. EXPERIENCE Tickets are made available in electronic form (PDF file).
2. The Guest is obliged to:
 - o keep confidential the reservation number and the data contained on the EXPERIENCE Ticket,
 - o not make the EXPERIENCE Ticket available to third parties,
 - o protect the ticket against copying, scanning or unauthorized duplication.
3. The Organizer reserves the right to refuse to honour an EXPERIENCE Ticket if its unauthorized duplication or use by more than one person is found.

§ 5 PAYMENT METHODS AND RESERVATION VALIDITY PERIOD

1. The available payment methods are indicated in the order summary (in particular PayU, BLIK, Visa, Mastercard).
2. The details of the entities handling payments are available in the Portal during the purchase process.
In order to process the payment, it is necessary to provide these entities with the Guest's data in the following scope: first name, surname and e-mail address.
3. The date and time of validity of the Reservation specify the maximum waiting time for:
 - o confirmation of payment by the online payment operator, or
 - o crediting of funds to the Operator's account.

This period depends on the selected payment method and is indicated each time in the e-mail confirming the Reservation.

4. If payment is not made within the Reservation validity period, the Reservation is automatically cancelled and the Operator is not liable for the inability to purchase the EXPERIENCE Ticket again or for a change in its price.
5. The Operator has the right to cancel the Reservation in the following cases:
 - a) earlier termination of the sale of EXPERIENCE Tickets at the request of the Organizer of Łódź Summer Festival,
 - b) the Guest having other unpaid reservations.

6. The Guest's personal data are processed for the purpose of concluding and performing the sales agreement for the EXPERIENCE Ticket.
The agreement is concluded at the moment full payment is credited. The proof of conclusion of the agreement is the EXPERIENCE Ticket.
7. If payment by bank transfer is selected, payment should be made only to the account indicated in the Reservation confirmation.
8. The Operator accepts payments in PLN.
9. In the case of payment in another currency or a foreign transfer, the Guest is obliged to cover all transaction costs so that the full amount due is credited to the Operator's account.
10. If payment is made contrary to the rules set out above, the Operator may refund the funds, reduced by the operating costs incurred in processing the transaction.

§ 6 FORMS AND CONDITIONS OF TICKET DELIVERY

1. EXPERIENCE Tickets are delivered electronically in the form indicated in § 4, to the e-mail address provided by the Guest when placing the order.
2. The ticket is delivered no later than within 1 business day from the moment full payment is credited in accordance with § 5.
3. A condition for using the EXPERIENCE Ticket is its prior exchange for an identification wristband issued by the Organizer.
4. The EXPERIENCE Ticket is exchanged for a wristband at dedicated service points (Wristband Exchange Office). Two wristband exchange offices will operate at the Event site, located at the entrance gates on ul. Konstytucyjna.
5. The Wristband Exchange Office will be open on the following days and at the following times:
from 24 to 25 July (24/25.07) - from 15:30 to 01:00
from 25 to 26 July (25/26.07) - from 16:30 to 00:15
from 26 to 27 July (26/27.07) - from 16:30 to 00:15
6. Failure to exchange the EXPERIENCE Ticket for an identification wristband makes it impossible to exercise the rights arising from the ticket.

§ 7 EVENT CANCELLATION AND TICKET REFUNDS

1. EXPERIENCE Tickets may be refunded only in the following cases:
 - a) cancellation of the Event,
 - b) change of the date or location of the Event.
2. In cases other than those indicated above, refunds are not due.
3. In the event of a change to the Event referred to in sec. 1 above, the Operator informs the Guest of the possibility of:

- o returning the ticket, or
 - o keeping it valid.
- 4. The Guest makes a decision within the time limit indicated in the information sent electronically.
- 5. Failure to make a decision within the designated time limit means acceptance of the changed Event conditions.
- 6. The refund is made promptly, no later than within 10 business days, using the same payment method.
- 7. Information is sent to the e-mail address indicated by the Guest. The Operator is not responsible for lack of access to the e-mail inbox or its malfunction.
- 8. In accordance with applicable law, in the case of services related to cultural events, the Guest is not entitled to withdraw from a distance contract.

§ 8 TERMS OF SERVICE PERFORMANCE

1. The agreement between the Guest and the Operator is concluded at the moment full payment is credited.
2. The EXPERIENCE Ticket entitles the Guest to:
 - o enter the EXPERIENCE Zone during Łódź Summer Festival,
 - o use its infrastructure in accordance with the applicable rules,
 - o remain on the lower level of the EXPERIENCE Zone structure, where refreshments will be provided, as well as to access the designated area on the upper part of the structure serving as a viewing point for the main stage.
3. The Organizer undertakes to provide access to the EXPERIENCE Zone on the following days and at the following times:
from 24 to 25 July - from 16:00 to 02:00
from 25 to 26 July - from 17:00 to 01:15
from 26 to 27 July - from 17:00 to 01:15
4. The Organizer may refuse entry to or remove a Guest in the event of a breach of the Rules for Using the EXPERIENCE Zone.

§ 9 COMPLAINTS

1. All complaints by the Guest related to the purchase of an EXPERIENCE Ticket or the functioning of the sales process should be submitted to the e-mail address: fala@aquapark.lodz.pl, in a message entitled 'Complaint'.
2. The e-mail should include as much information and as many circumstances regarding the subject of the complaint as possible, as well as contact details. The information provided will significantly facilitate and speed up the consideration of the complaint.

3. The Operator considers the complaint within up to 14 business days from the date of its receipt and sends a response by e-mail to the address from which the complaint was sent.
4. If circumstances constituting force majeure occur, the complaint consideration period may be extended to 14 days from the moment those circumstances cease. The Guest will be informed promptly of the extension of the deadline.
5. If the complaint is found to be justified, any refunds or other forms of compensation are carried out after the complaint procedure is completed.
6. If the complaint is not accepted, the Guest may use out-of-court dispute resolution methods, in particular through the information available on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl).
7. The Guest may also use the ODR (Online Dispute Resolution) platform available at: <http://ec.europa.eu/consumers/odr/>.
8. All disputes related to the services provided by the Operator will first be resolved amicably, and if no agreement is reached - by the competent common court.

§ 10 TECHNICAL CONDITIONS AND REQUIREMENTS FOR THE PROVISION OF SERVICES

1. For the proper use of the Portal and purchase of EXPERIENCE Tickets, it is necessary to use current versions of web browsers compliant with the HTML5 standard, with JavaScript and SSL enabled.

§ 11 OTHER PROVISIONS

1. The Terms and Conditions enter into force on the date of their publication.
2. The Operator is not liable for damage caused by acts or omissions of the Guest or other persons, in particular for their use of the Portal in a manner inconsistent with applicable law or the Terms and Conditions.
3. The Operator is not liable to the Guest for actions of the Organizer of Łódź Summer Festival, in particular for a cancelled, changed or delayed Event, subject to the provisions of § 7 and § 9.
4. An EXPERIENCE Ticket that is illegible, destroyed or damaged does not entitle the holder to obtain the dedicated identification wristband or to enter the EXPERIENCE Zone or use its infrastructure.

§ 12 PERSONAL DATA PROTECTION - PRIVACY POLICY

1. The controller of the Guest's personal data is the Operator - Aqua Park Łódź Sp. z o.o.
2. The Guest may contact the data controller by e-mail at: rodo@aquapark.lodz.pl
3. The Guest may request access to their personal data in order to rectify, erase, transfer or restrict processing of such data, or may object to their further processing.

4. Personal data, after the legal grounds for further processing expire, are anonymized.
5. The data retention period is determined in accordance with the purpose of the services.
6. Information concerning personal data processed in the Reservation, purchase and delivery process for EXPERIENCE Tickets:
 - a) the scope of processed data includes first name, surname, e-mail and telephone number,
 - b) processing is necessary for the conclusion and performance of the agreement in accordance with Article 6(1)(b) GDPR, and after the agreement has been performed, the data are processed on the basis of: Article 6(1)(c) GDPR in connection with the provisions of UŚUDE, tax and accounting law provisions, and Article 6(1)(f) GDPR for the purpose of handling complaints, pursuing claims and for analytical and statistical purposes,
 - c) if the Reservation has not been paid for, the data may be processed in order to finalize it until the start of Łódź Summer Festival or the end of the complaint procedure,
 - d) in the case of online payments, the data (first name, surname, e-mail) are transferred to payment service providers to the extent necessary to process the transaction,
 - e) in the event of cancellation or change of the Event, the data may be processed in order to contact the Guest (e-mail, SMS, telephone) and handle decisions concerning the refund of EXPERIENCE Tickets or keeping them valid in accordance with § 7.
7. Information concerning personal data processed for the purpose of evaluating the Event:
 - a) the scope of processed data includes e-mail address, pseudonym and IP address,
 - b) the legal basis for processing is the Operator's legitimate interest in accordance with Article 6(1)(f) GDPR.
8. Information concerning personal data processed for notification purposes:
 - a) the scope of processed data includes first name, surname, e-mail and telephone number,
 - b) the legal basis for data processing is the Guest's consent to receive notifications (SMS) concerning:
 - the EXPERIENCE Ticket being ready for download (PDF),
 - confirmation that payment has been made.