

TERMS AND CONDITIONS OF SALES



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Terms and Conditions of sale, reservation and return of tickets for events organized by Toruń Symphony Orchestra and the rules of participating in the above-mentioned events.

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§ 1

GENERAL PROVISIONS

1. Contact details: Toruńska Orkiestra Symfoniczna (Toruń Symphony Orchestra) (hereinafter referred to as 'TOS'), Aleja Solidarności 1-3, 87-100 Toruń, tel./fax.: +48 56 622 88 05, e-mail: sekretariat@tos.art.pl.
Toruń Symphony Orchestra is financed from the resources of Toruń municipality.
Director: Przemysław Kempieński.
2. These Terms and Conditions (hereinafter referred to as the 'Terms and Conditions') define the rules of sale, reservation and return of tickets for the events organised by Toruń Symphony Orchestra and the rules of audience participation in the events.
3. If these Terms and Conditions refer to:
 - a) 'events' – they should be understood as concerts and other forms of statutory activity organised by Toruń Symphony Orchestra with the participation of the audience,
 - b) 'special events' – they should be understood as concerts organised by Toruń Symphony Orchestra with higher ticket prices.
4. Whenever the Terms and Conditions refer to the TOS website, it should be understood as the website available at: www.tos.art.pl.
5. The purchase or reservation of a ticket for an event should be understood as the acceptance of the Terms and Conditions and obligation to observe them.
6. Ticket sales for guest events are organised according to the rules specified by the organisers of guest events.

§ 2

ADMISSION TICKETS

1. Persons holding a valid concert ticket are entitled to participate in the event.
2. The ticket entitles the holder to a one-time entry to the event.
3. The ticket must not be used in advertising or promotional campaigns (including competitions or lotteries), or for any other commercial purposes without the consent of TOS.
4. TOS sells the following ticket types:
 - a) regular ticket,
 - b) reduced ticket,
 - c) group ticket,
 - d) special ticket,
 - e) subscription,
 - f) a family ticket.The tickets vary in price and conditions of their purchase or participation in the concert.
5. In case the seats are numbered, the participant of the concert is obliged to take the seat designated on the admission ticket.
6. The following persons are entitled to reduced tickets:
 - a) pupils,



- b) students (until the age of 26),
- c) disability pension recipients,
- d) pensioners,
- e) teachers of musical education
- f) 'Moja Starówka' card holders

Reduced prices are available to persons who present a document entitling to a discount at the time of purchasing a ticket at the TOS ticket office.

The ticket, along with a document confirming the entitlement to the reduction, should be presented to the staff at entering the event.

7. Organized groups with not fewer than 15 members are entitled to purchase group tickets. A group ticket is assigned separately to each group member. The price indicated on the ticket is the purchase price of one ticket.

8. Two adults with a child (from 7 to 18 years old) are entitled to purchase family tickets. The family ticket may only be used by relatives. The family ticket includes symphonic concerts, excluding special events, festivals and educational events.

9. A special ticket can be purchased only for selected events. The limit of special tickets for one event is determined by TOS. Persons authorized to purchase special tickets will be indicated as such by TOS each time.

10 Terms and conditions of ticket purchase and participation in educational concerts (the cyclic events: Czas dla Nas (Time for Us), Audycje Szkolne (School Programmes); Open Final Rehearsals) are available at: www.tos.art.pl.

11. The following tickets are not available for online sales and can be purchased only at the TOS ticket office:

- a) group ticket,
- b) special ticket,
- c) subscription,
- d) family ticket.

§ 3

TICKET RESERVATION

1. Individual tickets can be booked in person at the ticket office and by phone: tel. + 48 56 642 43 79 in the working hours of the ticket office

tel. +48 56 622 88 05 outside the working hours of the ticket office

or by mail: bilety@tos.art.pl with REZERWACJA BILETÓW (TICKET RESERVATION) in the subject field. An e-mail reservation is valid upon a receipt of confirmation.

2. The following information is required to make a reservation:

- a) date, time, name of the concert,
- b) number of tickets,
- c) ticket type (normal, reduced price),
- d) surname and first name,
- e) contact phone

The above data is voluntary, however, the refusal to provide it makes it impossible to make a ticket reservation.



3. After the reservation, the tickets should be purchased at the ticket office within a specified time, no later than 2 days before the event, otherwise, after the elapse of the deadline, the reservation will be cancelled without prior notice. The above does not apply to organized groups.

4. In the case of group bookings, please contact us by phone and you will be attended to by the designated staff. Group bookings should be paid up to 2 weeks before the concert. More information: k.olszewska@tos.art.pl. Detailed information can be found in § 6 of these Terms and Conditions.

§ 4

TICKET SALES

1. Tickets for the events organized by Toruń Symphony Orchestra are sold at the TOS ticket office during its working hours at concert venues at a specified time, as well as online. The rules of purchasing tickets via the website are governed by the Terms and Conditions of online sales available at www.biletytos.pl.

2. The TOS ticket office located at Al. Solidarności 1-3, 87-100 Toruń is open:

- a) on Thursday and Friday from 1:00 pm to 7:00 pm (or until the evening concert)
- b) one hour before each ticketed event on the rest of the days.

3. For events taking place outside the building of CKK Jordanki, the ticket office is open 1 hour before the concert starts at the concert venue.

4. 1 hour before the concert only the tickets for the current concert are sold.

5. The Buyer is obliged to check the Tickets and Subscriptions for the date, time, number and price immediately after making the purchase: Complaints made after having left the ticket office will not be taken into account.

6. The ticket price is a gross price and includes the tax on goods and services at the rate that is in force at the time of sale.

7. Payments for the tickets at the TOS ticket office can be made in cash and by credit card.

8. Persons purchasing tickets through the website www.biletytos.pl are obliged to print out the ticket and bring it to the concert (TOS does not print tickets purchased online).

9. While purchasing tickets at the ticket office, TOS issues a receipt, which the ticket purchaser is obliged to keep in case of a ticket return.

§ 6

SUBSCRIPTIONS

1. Subscriptions allow you to participate in a series of concerts organized by Toruń Symphony Orchestra, at a discount. The list of concerts included in individual subscriptions is available on the TOS website.

2. The price of the subscription guarantees a discount of about 25%.

3. The subscription can be purchased for the period of a quarter (October-December, January-March, April-June) or a month.



4. The subscription is printed as a separate ticket for each event included in the subscription.
5. When purchasing subscriptions, the buyer chooses a seat in the concert hall for each of the events included in the subscription.
6. The purchase can be made at the TOS ticket office. At the entrance to the concert hall one should present the printed Subscription and a document that entitles to a discount.
7. The 'Czas dla nas' (Time for us) subscription includes concerts for children in the 'Time for us' cycle. Detailed information is available at www.tos.art.pl.
8. Subscriptions can be purchased on specific dates indicated for each artistic season or until they are sold out.
9. If the Subscription holder cannot attend one of the concerts, they have the right to hand over his Subscription to another person. If the Subscription has been bought with a discount to which the substituting person is not entitled - it should be reported at the TOS ticket office so that problems with entering the concert hall are avoided.
10. If the event covered by the Subscription is postponed to another date or time, the TOS ticket office shall inform all the holders of a given Subscription about the change by phone or e-mail.
11. If the event covered by the Subscription is cancelled, the TOS ticket office shall inform all the holders of a given Subscription by phone or e-mail. In such a case it is not possible to return the money paid for the Subscription. Instead, the Subscription holder may choose another concert of the same value.
12. The purchased Subscriptions are not refundable.

§ 6

RESERVATION FOR ORGANISED GROUPS

1. The provisions of this paragraph apply to the reservations for an organised group, i.e. reservations of at least 15 tickets for a given event, regardless of the ticket type.
2. To make a reservation for an organised group it is necessary to make an initial reservation (in person or by phone) and deliver 'The Group Order Form' to the TOS ticket office in accordance with the conditions specified below. The 'Group Order Form' is available on the website and at the TOS ticket office.
3. The Group Order Form must be delivered to the TOS ticket office (personally or electronically) or sent within 7 days (or any other individually agreed deadline) of making an e-mail reservation to k.olszewska@tos.art.pl. After this date, the initial reservation is cancelled.
4. If TOS receives an incomplete or incorrectly filled 'Group Order Form' or if it is delivered after the cancellation of the initial reservation, the reservation is not effected.
5. The reservation for an organized group shall be made after TOS has received a correctly completed "Group Order Form".
6. If the person making the reservation wants to receive a VAT invoice, it is necessary to fill in the application form, which constitutes an attachment No. 2 of these Terms and



Conditions and deliver it to the TOS ticket office or send it to the e-mail address kasa@tos.art.pl before buying the booked group tickets.

7. The deadline for paying for the tickets within the reservation for an organized group is agreed individually with a TOS employee.

8. If the payment for the tickets is not made within the set deadline, the reservation is subject to cancellation, which will be communicated to the person submitting the group order form by TOS.

9. A group order form submitted by a legal person or an organizational unit without legal personality must be signed by a person authorized to represent the entity and make commitments on its behalf.

10. If the payment is made by bank transfer, the date of payment is considered to be the date of crediting the TOS bank account.

11. In case of foreign transfers, all bank charges are incurred by the ticket buyer. Payment for tickets in case of foreign transfers can be made only in PLN.

§ 7

COMPLAINTS AND RETURNS

1. Persons reporting a complaint are requested to contact us by e-mail at k.olszewska@tos.art.pl. Please send a scan of the tickets that are the subject of the complaint, the receipt number and a detailed description of the problem. The time to respond to the complaint is 14 days.

2. Tickets (except for tickets for special and New Year's Eve concerts) purchased at the TOS ticket office can be returned no later than 2 days before the concert. For this purpose, one should contact the TOS ticket office to receive a refund in cash if a cash payment has been made. If a payment by credit card is made, the refund is made to the same card that was used for payment.

3. Tickets for special and New Year's Eve concerts purchased at the TOS ticket office can be returned 30 days before the concert at the latest.

4. Tickets purchased online are not refundable. It is also not possible to exchange the ticket for another, except in case of the cancellation of the event. The rules of purchasing tickets via the website are governed by the Terms and Conditions of online sales available at www.biletytos.pl.

4. Refunds can only be made on the basis of the receipt issued at the TOS ticket office.

5. If an event is cancelled for reasons beyond the control of TOS, or if the date or venue of the concert is changed, TOS undertakes to refund only the purchased ticket. In such a situation, the basis for the refund is the possession of a valid ticket with a fiscal receipt. If no fiscal receipt is provided, there will be no possibility to return the ticket. Such tickets can be returned up to 21 days from the date of the cancelled concert.

6. There is a possibility to exchange tickets. This is done by making a refund and selling a new ticket of the same value.



7. Ticket refunds for guest events are organised according to the rules specified by the organisers of guest events.

§ 8

ORGANISATION OF THE AUDIENCE

1. The events organized by Toruń Symphony Orchestra start on time, so please take your seats 10 minutes before the beginning of the event at the latest.
2. The TOS Audience Staff have the right to refuse a late person entry into the hall after the event has begun. In such a case no refunds for the ticket are possible.
3. The use of the cloakroom is obligatory.
4. Children over 6 years of age with their guardians can participate in all concerts organized by Toruń Symphony Orchestra.
5. Children under 6 years of age can participate only in such events as: CZAS DLA NAS (TIME FOR US) (children aged 0-8 with a guardian) and SYMFONIKA FAMILIJNA (FAMILY SYMPHONY) (children over 4 years of age with a guardian).
6. A child, regardless of age, must have a ticket to participate in the event and must take the seat indicated on the ticket.
7. The participants of the event may be exposed to intense sound and high-power lighting.
8. During the concert, the audience are requested to remain silent and refrain from conversations.
9. Recording events (photographing, filming, recording) by the listeners is not allowed. The recording of events requires prior written consent of the TOS Director.
10. During the events, it is forbidden to use mobile phones. Telephones, as well as sound in other electronic devices must remain turned off.
11. Smoking at the venue of the concerts is forbidden.
12. Bringing animals, weapons, laser indicators, narcotics and alcohol, as well as other drinks or meals to the venue is prohibited.
13. In cases justified by security reasons, TOS reserves the right to deny an entry to a ticket holder and to demand that the ticket holder leave the venue. This applies in particular to situations where the participant is under the influence of substances (alcohol, drugs), disrupts public order, behaves aggressively or infringes these Terms and Conditions. In such a case the ticket holder is not entitled to a refund for the ticket.
14. TOS reserves the right to cancel a concert, change its date, place, and time, change the repertoire (programme or artists) without providing reasons for such a change.
15. Participation in an event organised by TOS is tantamount to granting the participant consent to free-of-charge recording of his/her image (in particular photographing, filming) during his/her stay at the place and time of the event and during the event itself. The consent also includes the use of the image in the materials of TOS for promotional, archival and informational purposes.
16. In the case that the event is a mass event, within the meaning of the current provisions of the Act on mass event safety, separate Terms and Conditions with regard to mass events shall apply.



17. All questions related to these Terms and Conditions will be answered by the TOS ticket office.

§ 9

DATA PROTECTION

According to the General Data Protection Regulation of 27 April 2016 (GDPR) as well as the relevant implementing regulations, we inform you that

- 1) your personal data are controlled by Toruń Symphony Orchestra with its registered office in Toruń (87-100), at 1-3 Aleja Solidarności St., NIP (tax ID) 9561429917
- 2) in all matters related to the processing of personal data you can contact the Data Protection Officer at e-mail address: iod@tos.art.pl.
- 3) your personal data will be processed in order to make a ticket reservation and a contact related with it (Article 6 (1) (b) GDPR).
- 4) your personal data will be received only by entities authorised to obtain personal data on the basis of the law, as well as the entities that are indirectly involved in contact with you (e.g. IT service providers) and the entities that process personal data on behalf of the controller on the basis of the agreement on entrusting data for processing concluded with the controller,
- 5) your personal data will be kept for the period necessary to achieve the purposes set out above
- 6) you have the right to request access to your personal data from the controller, the right to rectify and delete your personal data, the right to limit the processing of and object to the processing of your personal data.
- 7) you also have the right to lodge a complaint to the supervisory authority, i.e. the President of Personal Data Protection Office.
- 8) providing personal data is optional, however, a failure to provide them will make the reservation impossible.



Appendix No. 1 to the Terms and Conditions of Sales in effect since 01/09/2019

GROUP TICKET ORDER FORM

Full name of the ordering person	
Street	
Town, post code	
Tax ID (NIP)	
Contact person	
Contact phone	
E-mail	
A VAT invoice	YES/NO *
payment	by transfer to the bank account / at the TOS ticket office

* delete as appropriate

Bank account no.

Bank Millennium S.A. 23 1160 2202 0000 0000 6090 0773

I hereby order tickets for the concert

taking place on (day)at (time).....

number of tickets (type and number of tickets and price in PLN):

Number in pcs.	Price for pc.	Total (number x price)
	PLN	PLN
	PLN	PLN
	PLN	PLN
Total sum		PLN

The reserved tickets must be purchased on the agreed date. The lack of payment for the tickets within the specified period of time will result in the cancellation of the reservation.

I hereby declare that I have read the Regulations for the reservation and sale of tickets of Toruń Symphony Orchestra and accept its provisions.

Stamp

.....
Date and Signature of the authorised person



Appendix No. 2 to the Terms and Conditions of Sales in effect 01/09/2019

INVOICE DATA FORM

Name of the company / invoice payer	
Street	
Town, post code	
Tax ID (NIP)	
Contact person	
Contact phone	
Date and time of the concert	
Number of tickets / subscriptions	
terms of payment	by transfer to the bank account / at the TOS ticket office

* delete as appropriate

Bank account no.

Bank Millennium S.A. 23 1160 2202 0000 0000 6090 0773

If the payment is made by bank transfer, the tickets are printed at the TOS ticket office (they are not sent); the tickets must be collected on the day of the concert at the latest.

Stamp

.....

Date and Signature of the authorised person

