

Terms of Electronic Sale of Entrance Tickets for the Manggha Museum of Japanese Art and Technology

Preliminary Provisions

1. The Seller is:
 - a. Name: Manggha Museum of Japanese Art and Technology
 - b. Address: ul. Marii Konopnickiej 26, 30-302 Kraków, Poland
 - c. VAT No.: 6762282218
2. The Seller can be contacted at/by:
 - a. Email: muzeum@manggha.pl
 - b. Company address: ul. Marii Konopnickiej 26, 30-302 Kraków, Poland
 - c. Telephone: +48 12 267 27 03
3. These Terms of Sale set out the terms and conditions for the provision of services by electronic means and the rules and procedure for concluding contracts on the sale of Admission Passes (museum entrance tickets) between the Seller and the Customer at a distance. Without limiting the generality of the foregoing, these Terms of Sale specify in particular the rights and obligations of the Parties and the complaint procedure.
4. These Terms of Sale are the set of rules (Polish: *regulamin*) referred to in Article 8.1(1) of the Act on the Provision of Services by Electronic Means of 18 July 2002 (Polish Journal of Laws Dz.U.2020, Item 344).
5. The Terms of Sale are available free of charge via a website that makes it possible to obtain, reproduce, fix and print the contents thereof.

§1. Definitions

1. Customer: natural person (subsuming a Consumer) who is at least 13 years old (with the proviso that a statutory representative's consent is required for minors), as well as a juristic person or an organisational unit that is not a juristic person but is granted legal capacity by the law, who or which uses the services provided electronically by the Seller.
2. Consumer: natural person who enters into a legal transaction with a business entity (Seller) where such transaction is not directly related to such natural person's business or professional activity.
3. Sales Panel: complex of interoperating computer hardware and software that enables the electronic provision of services and the conclusion of a contract with the Seller at a distance, located on the Seller's website.
4. Trader with Consumer Rights and Obligations: natural person who enters into a contract directly unrelated to their business entity in those cases where the provisions of the contract clearly indicate that, for that natural person, the contract is not of a professional nature, arising in particular from the objects of their business activity, as

publicised under the laws pertaining to the Central Registration and Information on Business Activities (CEIDG.gov.pl).

5. Seller: entity that sells Admission Passes for the Manggha Museum of Japanese Art and Technology. The registration and contact particulars of the Seller are displayed on the Sales Panel, immediately below the order confirmation button. The online payment system is operated by Autopay S.A. (formerly Blue Media S.A.) of ul. Powstańców Warszawy 6, Sopot, Poland, registered with the District Court for Gdańsk-North, 8th Division for the National Court Register of Companies (KRS), KRS No. 0000320590, with PLN 2,000,000 in share capital (fully paid), VAT No. 585-13-51-185, entered in the Register of Payment Service Providers: IP17/2013.
6. Sales Contract: sales contract concluded at a distance between the Customer and the Seller on the terms and conditions set out in these Terms of Sale.
7. Admission Pass: confirmation of the conclusion of a contract for the use of a service (admission to the museum) with the Seller, on or before the date indicated on the Admission Pass, during the museum's opening hours and days, and, if this is clearly indicated at the time of purchase and on the Admission Pass, after prior reservation of the date. If the number of individuals who may use the services at the same time is not indicated on the Admission Pass, the Admission Pass entitles one individual to use the service.
8. Order: declaration of the Customer's intent to conclude the contract at a distance, via the Sales Panel, indicating the type and quantity of the Admission Passes required.

§2. General information indicating how to use the offer at the Manggha Museum of Japanese Art and Technology

1. Purchasing an Admission Pass for the Manggha Museum of Japanese Art and Technology is tantamount to purchasing an entrance ticket and entitles the Visitor to enter all the exhibitions available on that day on the museum premises.
2. By purchasing an Admission Pass, the Customer agrees to abide by the Visitor Rules and other regulations in effect at the museum, available on the manggha.pl website.

§3. Types, scope, and terms of the electronic services

1. The Seller shall provide the following services through the Sales Panel:
 - service enabling the Customer to find more information about the Seller's offering;
 - service enabling the Customer to conclude a contract online (at a distance) by ordering an Admission Pass;
 - service consisting in sending the Admission Pass to the Customer's email address.
2. The technical requirements for the use of the services available through the Sales Panel are as follows: Internet connection; Internet browser capable of displaying hypertext documents accessed online on the screen of the Customer's device with Java Script support enabled: Google Chrome/Google Chrome Mobile version 63 or later; Mozilla Firefox version 52 or later; Opera version 58 or later, Internet Explorer

version 11 or later, or other compatible browser, and an active, fully functional email account.

§4. Terms and conditions of the provision of services by electronic means and the conclusion and termination of contracts for the provision of services by electronic means

1. The commencement of the Customer's use of the services covered by these Terms of Sale shall be equivalent to the conclusion of a contract for the provision of services electronically, accessible via the Sales Panel, without the need to draw up a separate contract. In the event of the Customer's discontinuance of their use of services available through the Sales Panel, the contract for the electronic provision of services shall be automatically terminated without the need for any further notice as soon as the Customer leaves the Sales Panel, except for the service consisting in sending the Admission Pass to the email address, with respect to which it be terminated once the Admission Pass has been sent to the email address indicated by the Customer.
2. Ability to use services. Both the service enabling the Customer to conclude the contract online (at a distance) by ordering Admission Passes and the service consisting in sending Admission Passes to the email address indicated by the Customer are subject to the ordering of Admission Passes in accordance with the rules set out in §4.
3. The service consisting in sending Admission Passes to the email address provided by the Customer shall be performed upon the conclusion of the Admission Pass sales contract. The Customer may initiate and end the service enabling the conclusion of a contract online (at a distance) by ordering an Admission Pass at any time.
4. Use of the free service. The service enabling the Customer to become acquainted with the Seller's offering is on each occasion provided at the individual request of the Customer. The Customer may start and stop using the service at any time. Leaving the website on which the Sales Panel is located means that the Customer no longer requires the Seller to render said service to the Customer.
5. The Customer shall use the Shop [Sales Panel??] in a manner compliant with applicable laws and generally accepted rules of social conduct while respecting the personal and personality rights of third parties.
6. The Customer shall only enter data reflecting actual facts.
7. The Customer shall not upload any unlawful content.

§5. Conclusion of sales contracts and method of payment

1. To place an order, the Customer must select the required Admission Pass(es) available in the Sales Panel, specify their quantity, select any other parameters that may be requested in the form, accept these Terms of Sale, the Privacy Policy (GDPR rules), and the Visitor Rules in effect at the Museum, while taking the successive technical steps based on the messages or information displayed on the website. To enable the Seller to fill the order, the Customer must provide all the data required for its fulfilment, in all the fields on the Panel that are marked as required.
2. The total value of the order and the final price of the order shall be indicated in the payment report before the final approval of the order by the Customer.

3. After clicking the 'Continue to Payment' button, the Customer will be redirected to the online payment system to pay for the order. The Customer shall make the payment via the online payment system and, for this purpose, they must accept the Terms of Use of the Online Payment System.
4. The online payment service provider is the Online Payment System. Fast online transfers and payment methods are available with the use of the following cards:
 - Visa
 - Visa Electron
 - MasterCard
 - MasterCard Electronic
 - Maestro
5. When redirected to the online payment system, the Customer should immediately initiate payment for the order. If the online payment system does not record payment for the order within the specified time period, the ordered services will be returned to the pool of available services and, if the payment is received after that time, it will be automatically returned to the customer. To reorder Admission Passes, the Customer needs to complete the order form again and make the payment.
6. A Customer who has effectively made the payment enters into a purchase contract. The conclusion of the contract is confirmed by the receipt of the Admission Pass at the email address indicated in the form filled in through the Sales Panel.
7. The Admission Pass is proof of purchase.
8. The Customer must pay the price for the purchased Admission Pass, along with any additional items (if any). If more than one are purchased, the prices of individual Admission Passes are added together. The total price is indicated in the order form filled in by the Customer. After selecting the payment method, the Customer will be informed of the total price of the order, including possible delivery costs (payment report), before the order is confirmed.
9. Ticket prices are listed in Polish zlotys. The Seller will inform the Customer of the gross price. The gross price includes all components, including VAT.
10. The Seller shall enable the Customer to exercise their right to use the service at the time and on the terms and conditions specified at the time of purchase and on the Admission Pass, as well as under the terms and conditions specified in the Visitor Rules and other regulations in effect at the Museum, provided that such rules and regulations were specified at the time of purchase.
11. Any incorrect data that has been provided in the form filled in by the Customer may be reported to the Seller for rectification by email or telephone.
12. The Customer may communicate with the Seller via the Seller's email address or telephone number.
13. The Seller shall not be liable for any incorrect or false information provided by the Customer.

§6. Withdrawal from the contract

1. For Admission Passes for which a specific day or period of service is indicated and which concern contracts for the provision of accommodation services, other than for residential purposes, transport of goods, car hire, catering, services related to leisure, sporting, entertainment or cultural events, if the contract specifies the day or period of service, the Buyer shall not be entitled to withdraw from the contract concluded at a distance and have their money refunded. The foregoing follows from Article 38.1 (12) of the Consumer Rights Act of 30 May 2014 (Polish Journal of Laws Dz.U.2020, Item 287, as amended).
2. If Subsection 1 above does not apply and if:
 - a. the Customer has not used the Admission Pass;
 - b. the date for the use of the Admission Pass has not passed yet,
3. the Customer may withdraw from the contract without stating any reason within 14 days of the date of purchasing the Admission Pass, by sending written notice to the Seller by email to the Seller's address indicated in the footer of the Sales Panel. The notice should include the Admission Pass which is being returned and the Information required in the Return Form appended hereto as Schedule 1. The Seller shall not be liable for the Customer's supply of any incorrect or false information that renders the refund impossible.
4. Immediately upon receiving notification of the Customer's withdrawal from the Sales Contract, the Seller shall send the Customer an email message confirming receipt of such notification of withdrawal.
5. Insofar as a refund is possible, the refund to the Customer shall be made without delay, however in no event later than 14 days after receipt of the notification of withdrawal, by electronic means using the same means of payment as used by the Customer to purchase the Admission Pass.
6. The Customer shall not be entitled to withdraw from the contract with regard to educational events (workshops, training) and other events organised by the Seller.
7. The Seller shall have the right to terminate the contract with just cause. To this end, the Customer shall be immediately notified thereof in writing, at the email address used to purchase the Admission Pass, and offered either replacement with an equivalent service or a refund. If the Customer does not accept the replacement, the Seller shall refund all payments made by the Customer in respect of the Admission Pass covered by that contract, within 7 days of the date on which it informs the Customer of the termination of the contract.
8. In the event of withdrawal from the Contract, such contract shall be deemed to have never been concluded.
9. The provisions of §6 hereof shall also apply to a Trader with Consumer Rights and Obligations as defined herein.

§7. Complaints. Implied warranty of freedom from defects

1. The Seller shall use its best endeavours to ensure that the Services covered by the Admission Pass are provided without any defects and in accordance with the service description.
2. If the Admission Pass fails to conform with the Sales Contract, the Consumer or Trader with Consumer Rights and Obligations shall be entitled to remedies specified in Chapter 5A (Article 43a et seq.) of the Consumer Rights Act of 30 May 2014 (Dz.U.2020, Item 287, as amended).
3. The warranty is hereby excluded with regard to Traders with Consumer Rights and Obligations.
4. The Seller shall be liable for the non-conformance of the Admission Pass with the Sales Contract existing at the time of its delivery and disclosed within two years from that time unless the expiry period of the Admission Pass, as specified by the Seller, is longer.
5. An Admission Pass conforms with the Sales Contract if:
 - a. its description, nature, quantity, quality, completeness and functionality remain in conformity with the contract;
 - b. its suitability for the specific purpose for which it is required by the Consumer (which the Consumer has specified to the Seller no later than at the time of the conclusion of the contract and which the Seller has accepted) remains in conformity with the contract;
 - c. it is fit for the purposes for which goods of that kind are normally used, having regard to the applicable laws, technical standards or good practice;
 - d. it is available in such quantity and has such characteristics, including durability and safety, as are typical of goods of that kind and which the Consumer may reasonably expect, taking into account the nature of the goods and the public assurances made by the trader, his legal predecessors or persons acting on their behalf, in particular in advertising or on labelling, unless the trader demonstrates that:
 - i. it was not aware of the public assurance in question and, judging reasonably, could not have been aware of it;
 - ii. prior to the conclusion of the contract, the public assurance was rectified in adherence to the same terms and form in which the public assurance was given, or in a comparable manner; and
 - iii. the public assurance did not influence the Consumer's decision to enter into the contract.
6. The Seller shall not be liable for the non-conformity of the Admission Pass with the Sales Contract to the extent referred to in Subsection 5 above if the Consumer, at the latest at the time of the conclusion of the contract, has been expressly informed that a specific feature of the Admission Pass deviates from the conformity requirements set out in Subsection 5 above and has expressly and separately accepted the lack of a specific feature in the Admission Pass.

7. Complaints should be submitted in writing by email to the Seller's address. A complaint should contain the Admission Pass to which the complaint refers and be accompanied by a description of the situation and the information contained in the Complaint Form, which is attached as Schedule 2 to these Terms of Sale. The Seller shall not be liable for the Customer's supply of any incorrect or false information that renders the refund impossible.
8. Any written complaint shall be dealt with within 14 days of receipt.
9. In the event of deficiencies in the complaint (e.g. failure to enclose the Admission Pass), the Seller shall give the Customer notice instructing them to add the missing components to the complaint without delay, but in no event later than 7 days from the date of delivery of such notice to the Customer.

§8. Disputes

1. Unless otherwise stipulated by mandatory provisions of law, all disputes concerning contracts concluded between the Seller and the Customer shall be resolved by the court of law with jurisdiction over the location of the Seller's registered office.
2. With respect to disputes involving a consumer, it is possible to use out-of-court methods to resolve complaints and pursue claims. Detailed information can be found on the websites of county (municipal) consumer ombudsmen, social organisations whose declared objects include consumer protection, provincial inspectorates of the Trade Inspection authority, and on the website of the Office for the Protection of Competition and Consumers (UOKiK, <https://uokik.gov.pl/en/help-for-consumers>).
3. Please be advised that, under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending other legislation, an EU-wide online dispute resolution platform (ODR platform) for consumer-business disputes is available at <https://ec.europa.eu/consumers/odr>.
4. The use of available out-of-court complaint and/or claim resolution methods is possible after the complaint procedure has been completed, and it is voluntary, i.e. the Seller will either grant or refuse its consent on a case-by-case basis.

§9. Miscellaneous

1. Should any provision of these Terms of Sale be found invalid or ineffective as provided by law, this shall not affect the validity or effectiveness of the remaining provisions of the Terms of Sale. The invalid provision will be replaced by one that comes as close as possible to the original purpose of the invalid provision in these Terms of Sale as a whole.
2. In matters which are not regulated by these Terms of Sale, the laws in force in the Republic of Poland shall apply accordingly, including but not limited to the Act of 23 April 1964: the Civil Code (Polish Journal of Laws Dz.U.2022, Item 1360, as amended), the Act on the Provision of Services by Electronic Means of 18 July 2002 (Dz.U.2020, Item 344), and the Consumer Rights Act of 30 May 2014 (Dz.U.2020, Item 287, as amended).
3. The Seller reserves the right to amend these Terms of Sale at all times. Any such amendment to the Terms of Sale shall go into effect when announced and displayed

on/through the Sales Panel. With regard to contracts concluded prior to the amendment, the previous Terms of Sale (i.e. those in force as of the date of the contract) shall apply, which means that the amendment shall not apply to contracts entered into prior to the effective date of the amendment.