Annex No. 2 to Museum Director Order No. 108/2023

**Terms and Conditions**

 **of the sale of tickets to exhibitions at the Oskar Schindler Enamel Factory Branch**

Tickets to exhibitions at the Oskar Schindler Enamel Factory Branch can be purchased online or
at the Branch's ticket office.

Tickets to exhibitions can be booked only by education and care institutions, according to the rules set out in *The Terms and Conditions of Booking Tickets to the Oskar Schindler Emalia Factory Branch for Education and Care Institutions*, available at <https://muzeumkrakowa.pl/oddzialy/fabryka-emalia-oskara-schindlera> in the *Terms and Conditions* tab.

# **DEFINITIONS**

1.1. “Museum” – the Historical Museum of the City of Krakow with its registered office at: Rynek Główny 35, 31-011 Krakow, registered in the Register of Cultural Institutions kept by the Municipality of Krakow with number 37, VAT No.: 6762562544, REGON: 382698540;

1.2. “Terms and Conditions” - Terms and Conditions of the sale of tickets to exhibitions to the Branch of the Historical Museum of the City of Krakow - Oskar Schindler Emalia Factory (Krakow, ul. Lipowa 4);

1.3. “Branch” - The Branch of the Historical Museum of the City of Krakow - Oskar Schindler Emalia Factory (Krakow, ul. Lipowa 4);

1.4. “Exhibitions” - a permanent exhibition presented at the Branch, “Krakow under Nazi Occupation 1939–1943”,
as well as each temporary exhibition presented at the Branch;

1.5. “System” - iKSORIS - an online system for selling ticket to Exhibitions at the website;

1.6. “Website” – the website available at: https://bilety.muzeumkrakowa.pl/, used for selling tickets via the System;

1.7. “Buyer” – any person using the System, whether a natural person (consumer), a business entity or any other organised entity making a purchase;

1.8. “Ticket” - an admission ticket entitling to a visit to a permanent or a temporary exhibition
at the Branch, documenting the conclusion of a contract between the Buyer and the Museum for the provision of a service of a visit to the Exhibition;

1.9. “Payment website”, “Payment operator” - a website, administered on behalf of the Museum by any payment operator with whom the Museum has entered into an agreement to provide payment processing services.

# **GENERAL PROVISIONS**

2.1. These Terms and Conditions set out rules for the sale of Tickets to Exhibitions at the Branch using the System (online purchase) and directly at the Branchticket offices.

2.2. To use the System, you must read and accept the Terms and Conditions. Acceptation of the Terms and Conditions is also a declaration of will and results in creating legal obligations between the Buyer and the Museum.

2.3. The Buyer is obliged to use the System in a manner consistent with these Terms and Conditions and applicable law.

2.4. Technical requirements necessary to use the System:

2.4.1. a PC or a mobile device with a web browser and an access to the Internet;

2.4.2. an e-mail box;

2.4.3. a bank account with an access to the Internet;

2.4.4 a credit card, a payment card or a BLIK mobile payment system.

# **PLACING AN ORDER THROUGH THE SYSTEM (ONLINE PURCHASE)**

3.1. An online order is placed when the Buyer performs the following actions at relevant pages of the System:

3.1.1. selection of the Exhibition that the Buyer wants to visit, as well as selection of a type and a number of Tickets, and of the guided tour service,

3.1.2. correct completion of the mandatory fields of the order form - if the Buyer wants to receive a VAT invoice, the Buyer must first create an account at <https://bilety.muzeumkrakowa.pl/> under the Registration tab,

3.1.3. verifying correctness of the data entered and the order details,

3.1.4. submitting a statement of accepting these Terms and Conditions and the terms and conditions of visiting the Branch,

3.1.5. placing the order by clicking the appropriate button in the System,

3.1.6. proceeding to the Payment Page.

3.2. The Buyer who has placed an order, will receive a notification of acceptance of the order for processing at the e-mail address provided by them.

3.3. The Museum reserves the right to set a limit on the number of Tickets available per one order.

3.4. The Museum will not be held responsible for the consequences of providing false or incorrect data
in the order form.

# **PAYMENT AND PROCESSING OF THE ORDER PLACED IN THE SYSTEM (ONLINE)**

# **PRICE LIST AND TYPES OF TICKETS**

4.1. The Buyer shall pay for the order within five hours of receiving a notification of the order acceptance for processing. A failure to pay for the order within the specified deadline results in its automatic deleting. When the order is deleted, an e-mail will be automatically sent to the e-mail address specified by the Buyer, informing them that the order was deleted.

4.2. The Buyer pays for the created order via the Payment Website.

4.3. A payment for a single order should be made as a single transaction.

4.4. The Museum will not be held liable for any consequences related
to malfunctions of the bank provided by the Buyer when making the payment.

4.5. The Museum issues invoices at the Buyer's request, after logging to the Buyer's account set up in accordance with section 3.1.2., and when the Buyer selects the option “I want to receive a VAT invoice” when placing an order and provides complete and correct data necessary for issuing the invoice. Invoices are issued after the payment is made.

4.6. By selecting the option “I want to receive a VAT invoice”, the Buyer agrees to receive the invoice,
in electronic form, to the specified e-mail address. The consent does not exclude the Museum's right to issue and send a paper invoice.

4.7. The Museum will not be held liable for any consequences of the Buyer providing false or incorrect data necessary for issuing a VAT invoice.

4.8. The order is processed after the Museum receives a payment confirmation from the Payment Operator.

4.9. The fact of receiving the payment and fulfilling the order will be confirmed by an e-mail message automatically generated by the System - an e-mail message containing the purchased Tickets in a PDF format, together with a sales document (a receipt or an invoice) will be sent to the address provided by the Buyer.

4.10. The cost of a call to place an order, to pay for it and to download e-mails addressed to the Buyer are borne by the Buyer, and their service provider’s rates will apply.

4.11. The Museum will not be held liable for the consequences of the Buyer disclosing order data to any third parties. Making the Ticket available to any third party involves a
risk of that person using the Ticket. If this is a case, the Museum will only accept the Ticket of the person who first presents it.

4.12. The Museum will not be held liable if the Buyer deletes or fails to read the notifications sent to them.

4.13. The ticket in the System can be purchased no later than 90 minutes before the Exhibition closing time on the day of the tour.

4.14. Ticket prices are provided in Polish zloty and include VAT. A one-time service fee of 0,72% of the Ticket price is added to the price of each Ticket purchased in the Online System.

4.15 Persons entitled to purchase reduced and family tickets are listed in the Directive of the Director of the Museum no. 123/2019 concerning admission tickets to permanent exhibitions at the Historical Museum of the City of Krakow, as well as on the webside <https://muzeumkrakowa.pl/znizki-i-wstep-wolny>

4.16 A group of 15 to 25 adults (including carers) is eligible to purchase a **group ticket**.

* 1. A group of 15 to 25 persons (including carers), consisting of students of elementary, secondary, or art schools, university students, as well as wards
	and pupils of other education and care institutions, is entitled to purchase a **discounted group ticket**, where it is established that for every 10 students who purchase a discounted group ticket, one carer (i.e., a teacher or a parent) is entitled to free admission
	with the group.
	2. Persons **exempted from admission fee to the Museum**:

4.21.1. natural persons decorated with the Order of the White Eagle, the War Order of Virtuti Militari, the Order of Merit of the Republic of Poland, or the Medal “Meritorious to Culture Gloria Artis”,

4.21.2. employees of museums listed in the National Register of Museums,

* + 1. members of the International Council of Museums (ICOM) or the International Council on Monuments and Sites (ICOMOS),
		2. holders of the Pole’s Card, referred to in the Act on the Pole’s Card of September 7, 2007,
		3. children under 7 years of age,
		4. members of the Polish Association of Museum Professionals,
		5. members of the Society of Friends of Krakow History and Heritage,
		6. members of the MHK Club, under the MHK Club Terms and Conditions,
		7. anti-communist opposition activists and persons repressed for political reasons - as defined in Article 2 and Article 3 of the Law of March 20, 2015 on anti-communist opposition activists and persons repressed for political reasons.
	1. Members of Federation of Tourist Guide Associations in Krakow, including:
		1. Educational Association „The Royal Castle in Krakow” on the Wawel Hill.
		2. Gaudeamus Association of Tour Operators and Tour Guides.
		3. Association of Guides and Popularizers of Knowledge about Cracow Circle.
		4. Association of Tourist Guides in Krakow.
		5. Association of Professional Tourist Guides in Krakow Secesja
		6. Renaissance Guide Societies.
		7. Guides holding Advance Guide 2.0. beneficiary cards issued by the Krakow Museum or valid certyficates authorizing them to give guided tours on the Memorial Route and Undergroud Museum.
	2. **Documents** confirming that a person is entitled to a reduced fee or to being exempted
	from the admission fee are:
		1. school, student, PhD student, or doctoral student ID cards,
		2. pensioner ID cards,
		3. ID cards documenting disability or the degree of disability,
		4. official ID cards issued to persons referred to in sections 4.18.2.
		5. ID cards confirming decorations, orders or medals awarded to persons, referred to in sections 4.18.2.
		6. certificates or ID cards confirming veteran rights,
		7. ICOM and ICOMOS Membership Cards,
		8. Pole’s Card,
		9. documents confirming age of the holder
		10. ID card of the Polish Association of Museum Professionals,
		11. ID cards referred to in Article 6.3 of the Law of March 20, 2015 on anti-communist opposition activists and persons repressed for political reasons.
		12. Membership card of of the Society of Friends of Krakow History and Heritage
		13. A name badge issued by the Federation of Guide Association or a card certyfying membership in an association listed in § 3 of this Oridnance.
		14. A current beneficiary card of the Advance Guide 2.0 issued by the Museum of Krakow.
		15. A current guiding certyficate issued by the Krakow Museum authorizing guided tours on the Memorial Route or the Underground Museum.
		16. A guide card issued by the PTTK.
	3. The following discounts and **prices** are established for **Tickets to the permanent Exhibition for holders of the following Cards and ID Cards**:
		1. Large Family Card, a standard ticket - 50% discount
		2. Krakow Family Card, a standard ticket - 50% discount
		3. Krakow for Large Family Card N, a standard ticket - 50% discount
		4. Krakow for Large Family Card N, a reduced ticket - 50% discount
		5. Działacz Opozycji (Opposition Activist) ID Card (domiciled in Krakow) - PLN 1.00
		6. Krakow Card, a standard ticket - 20% discount
		7. Krakow Card, a reduced ticket - 20% discount

4.24 Using the System, interested persons can purchase promotional **Tickets to the Memorial Route**, which consists of the Oskar Schindler Emalia Factory Branch and its sub-branches, The Eagle Pharmacy of Tadeusz Pankiewicz and Pomorska Street in accordance with the Memorial Route Regulations available on the Museum’s webside <https://muzeumkrakowa.pl/trasy-muzealne/trasa-pamieci>.

**4.25 Ticket prices to a specific temporary exhibition** are determined each time by an order of the Museum Director.

4.26 The System enables a purchase of different types of Tickets from those specified in the price list. The Buyer should select the required type of Tickets they wish to purchase, according to the number of people who will be visiting the Exhibitions and any discounts or exemptions from admission fees they may be entitled to.

4.27 If it is not possible to purchase Tickets through the System, this does not mean that there are no tickets available at the Branch ticket office.

* 1. The date and time of the start of the tour are specified on the Ticket.

4.29 To enter the Exhibition, the Ticket purchased through the Online System should be presented to a Museum employee at the entrance to the Exhibition. The Buyer can print the Tickets or present them on an electronic device.

4.30 Persons who have purchased Reduced Rate Tickets through the Online System or who are exempted from admission fees, on the day of their visit are obliged to present to the Museum staff at the entrance to the Exhibition documents confirming their right to free admission or the right to a discount. Discounted tickets presented without a document confirming a right to the discount will not be accepted and are not reimbursed. Similarly, free Tickets presented without a document confirming a
right to free admission will not be accepted.

**PURCHASE OF TICKETS AT THE BRANCH TICKET OFFICE**

5.1. Buyers can purchase Tickets to the Exhibitions on the day of the tourat the Branch ticket office. Tickets at the Branch ticket officeare sold on the day of the tour only for that day - it is not possible to purchase Tickets for subsequent days.

5.2. One person can purchase a maximum of 14 individual Tickets per day at the Branch ticket office, regardless of the number of transactions made.

5.3. Tickets purchased at the Branch ticket office are not refundable.

5.4. The Museum publishes the Ticket prices at: <http://muzeumkrakowa.pl/> The price list is also available at the Branch
ticket office.

5.5. To enter the Exhibition, the Ticket purchased at the ticket office should be presented to a Museum employee at the entrance to the Exhibition.

5.6. If the Buyer wants to use the discount
or a free admission when buying a Ticket at the Branch ticket office, they should present the relevant document entitling them to the discount or
to the free admission.

# **PERSONAL DATA AND PRIVACY POLICY**

6.1. The Controller of the personal data provided by the Buyer is the Historical Museum of the City of Krakow, represented by Michał Niezabitowski – Director. Contact details: e-mail: dyrekcja@muzeumKrakowa.pl, phone: 12 619-23-02.

6.2. Contact details of the Controller's Data Protection Officer, e-mail: iod@muzeumKrakowa.pl, phone 885 885 288 000, address: Rynek Główny 35, 31-011 Krakow.

6.3. The Buyer's personal data will be processed for the purpose of performing the order, for the necessary contact with the Buyer, and for all activities necessary for the operation of the System, including setting up the Buyer’s account. Any personal data received by the Museum in the course of ticket sales is used for the purpose of performing the Ticket sale agreement. The Controller processes the personal data of users of the online sales system, including first name and surname, name (company), address of residence or registered office, business address, e-mail address, telephone number, bank account number, tax identification number or Personal ID (PESEL) number.

6.4. To the extent and subject to exceptions under the law, the Buyer has the right to access their data and to rectify, erase or restrict its processing, as well as the right to object, request the Controller to stop processing, and data portability,
and the right to
lodge a complaint with the supervisory authority - the President of the Personal Data Protection Office.

6.5. Provision of data is voluntary but necessary for the online purchase of Tickets.
If data is not provided, it will not be possible to process the order.

6.6. Personal data is shared with a provider of programming and IT support services on the basis of a data processing outsourcing agreement.

6.7. The data provided by the Buyer will not be shared with any third parties. The data will be shared only with institutions authorised by law.

6.8. The data provided by the Buyer will not be subject to profiling.

6.9. The Data Controller does not intend to transfer the Buyer's personal data to a third country or international organisation.

6.10. Personal data will be stored until the contract for the sale of Tickets is performed and
until the end of the period of limitation of potential claims arising from the contract; however not less than for the period of archiving the contract-related documentation, pursuant to the Act on the National Archival Resource and State Archives of
July 14, 1983 and the Regulation of the Minister of Culture and National Heritage of October 20, 2015 on classification and qualification of documentation, transfer of archival materials to state archives and shredding/deleting non-archival documentation.

6.11. Personal data is protected and processed in accordance with 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 (GDPR) and in accordance with the Personal Data Protection Act of May 10, 2018.

6.12. Under a separate consent, the Buyer’s personal data can be used by the Museum to deliver the Museum newsletter and other publications and information containing advertisement, in accordance with 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 (GDPR) and in accordance with the Personal Data Protection Act of May 10, 2018.

6.13. The information clause concerning processing of personal data will be sent
to the Buyer together with the notifications automatically sent by the System, to the e-mail address indicated when completing the Order Form.

6.14. The Controller uses technical and organizational measures to ensure that the level of protection of the processed personal data is sufficient for the risks and the category of data protected,
and in particular, that the data is protected against disclosure to unauthorised persons, acquisition by an unauthorised person, processing in violation of the applicable legislation, and alteration, loss, damage or destruction.

6.15. The Controller, as necessary, provides the following technical measures to prevent acquisition and modification by unauthorised persons of personal data sent electronically: protection of the data set against data loss (backup copies) and against unauthorised access (anti-hacking systems), as well as granting access to the Buyer's account only after heir individual login and password are provided.

# **COMPLAINTS**

7.1. Any questions, comments or complaints concerning the purchase and processing of Tickets should be sent by e-mail to info@muzeumKrakowa.pl

7.2. Complaints can be placed no later than within 14 days of a date of an event giving rise to the complaint. In their complaint, the Buyer should specify:

7.2.1. the number of the order under the complaint;

7.2.2. the reason for the complaint and a description of the situation to which the complaint relates;

7.2.3. their name and surname or business name, and a full name of the contact person;

7.2.4. an e-mail address;

7.2.5. a phone number.

7.3. Complaints will be handled by the Museum within 14 days of their receipt,
except the cases when the cause of the complaint is attributable to the Payment Operator. In that latter case, the complaint will be forwarded to the payment operator for handling, and the Museum will immediately notify the Buyer about that (the deadline for handling the complaint may be extended in this case). The Buyer will be informed of a way of handling the complaint by a return e-mail or by letter, on paper.

7.4. If the data or information provided in the complaint needs to be supplemented, before handling the complaint, the Museum will ask the person making the complaint to supplement it.

7.5. The Museum shall investigate the complaint without delay and notify the complainant of the manner of its handling within 14 days of the date of lodging the complaint, and if the data or information provided in the complaint needs to be supplemented, within 14 days of the date of its supplementing.

7.6. If the complaint is considered in favor of the Customer, the Customer is entitled to another ticket to the same exhibition or reimbursement of the funds paid, at the discretion of the person making the complaint. Refunds are made by a bank transfer to the account specified by the Buyer.

7.7. The Museum is not responsible for complaints submitted in violation of the provisions of these Terms and Conditions, and in particular, for the provision of incorrect or untrue data by the Buyer.

7.8. Consideration of complaints by the Museum does not exclude the Buyer's right to pursue claims under the general rules of the Civil Code and the provisions of the Consumer Rights Act of May 30, 2014.

# **REFUNDS FOR TICKETS PURCHASED USING THE SYSTEM (ONLINE)**

8.1. **The Buyer** who is a natural person **having consumer status** within the meaning of Article 22¹ of the Civil Code (i.e. who enters into an agreement with the Museum for the provision of exhibition visit services not directly related to their economic or professional activity, or who is a natural person who enters into an agreement directly related to their economic activity when the content of that agreement indicates that it is not of a professional nature for that person, resulting, in particular, from their line of business, made available on the basis of regulations
on the Central Registration And Information On Business), who has concluded through the System a contract for the provision by the Museum of the service of visiting an Exhibition by purchasing a Ticket
(along with a possible purchase of a guide service), **may**, within 14 days of the day of concluding the agreement (i.e. of the day of purchasing a Ticket), but no later than 4 (five) days before the tour date specified on the Ticket, **withdraw from the contract**, for convenience and without incurring any costs, subject to section 8.4. It is only possible to withdraw from the entire contract, and not from its part, i.e., for example, it is not possible to cancel only a certain number of purchased Tickets. The cancellation is made in full, and the Buyer should place a separate order if they want to change, for example, the date of the tour or the number of Tickets.

8.2. **The Buyer** who is a natural person **not having consumer status**, a legal person, or an organisational unit without legal personality, who has concluded
through the System a contract for the provision by the Museum of the service of visiting an Exhibition by purchasing Tickets (along with a possible purchase of a guide service), **cannot withdraw from the concluded contract**.

8.3. The fact of withdrawal from the contract should be notified electronically to the e-mail address: info@muzeumkrakowa.pl. In the notification of withdrawal, the Buyer should specify:

8.3.1. the order number;

8.3.2. the Buyer’s name and surname;

8.3.3. an e-mail address;

8.3.4. a phone number.

8.4. Refunds related to the withdrawal from the contract do not include the service fee paid by the Buyer.

8.5. The Museum is obliged to handle the withdrawal within
14 days of receiving the withdrawal notification. If the Museum considers the withdrawal
to be correct, the funds should be returned to the Buyer within the aforementioned period.

8.6. Refunds are made to the account from which the tickets were paid. The refund will be processed using the same method that was used the original paymant.

8.7. The Museum will not be held liable if the Buyer provides incorrect or false details.

8.8. Purchased tickets cannot be redeemed.

# **OTHER REGULATIONS**

9.1. The Museum will not be held liable for any disruption in data transmission during purchase, interruptions or errors in the operation of the System resulting from any cause beyond the Museum's control.

9.2. The Museum will not be held liable for any messages or data lost or misplaced on the Internet for reasons beyond the Museum's control.

9.3. Before visiting the Museum, it is recommended to check whether the Branch is open to the public on the selected day. The Museum publishes information on opening hours and the temporary closure of individual branches/exhibitions to the public on its website at: http://muzeumkrakowa.pl/

9.4. The Museum reserves the right to decide at its own discretion when to start and end the online sale of Tickets.

9.5. The Museum reserves the right to stop the online sale of Tickets at any time for fortuitous or technical reasons.

9.6. The Museum reserves the right to close the Exhibitions. In such cases, if the tour date fell during the closing period, the Buyer is entitled to a refund of the cost of Tickets plus a service fee.

9.7. During the tour, visitors are required to comply with the *Terms and Conditions of Visiting Exhibitions and staying at the Oskar Schindler Emalia Factory Branch*, available at <https://muzeumkrakowa.pl/oddzialy/fabryka-emalia-oskara-schindlera> under the *Terms and Conditions* tab. If the said Terms and Conditions are violated, the Museum staff has the right to ask the visitor out of the premises of the Branch. In such cases, the cost of the Ticket is not refunded to the Buyer.

9.8. The Museums reserves the right to amend these Terms and Conditions.

9.10. These Terms and Conditions have been drawn up in two language versions, Polish and English. In the event of any discrepancy between the language versions of the Terms and Conditions, the Polish language version will prevail.

9.11. To matters not covered by these Terms and Conditions, the relevant provisions of law will apply, and in particular the 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 (GDPR), as well as the Civil Code, the Personal Data Protection Act of May 10 2018, and the Consumers Rights Act of May 30, 2014. To matters not regulated by these Terms and Conditions, the provisions of other regulations in force at the Museum, available at https://muzeumkrakowa.pl/, will also apply.

9.12. The Terms and Conditions are available on the Museum's website at: https://muzeumkrakowa.pl/

9.13. These Terms and Conditions come into force as of 1/05/2025.