VIP TICKET SALE TERMS AND CONDITIONS

I. Definitions

- Seller: Endorfina Events Sp. z o.o. with its registered office in Warsaw, at Ludwika Idzikowskiego 13, 02-704 Warsaw, Poland, entered into the business register of the National Court Register (KRS) maintained by the Warsaw District Court, Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000326910, NIP 1132759426, REGON 141796596.
- 2. System: the online ticket sales system for the Event available on the website: <u>www.vipregistration.eu</u>
- 3. Payment Operator: PayPal (Europe) S.à r.l. et Cie S.C.A. (R.C.S. Luxembourg B 118 349) ("PayPal").
- 4. Event: Arabian Horse Days, which includes the National Championship, the Pride of Poland Auction, and the Summer Sale, taking place from 9 August 2024, at 11 AM, to 12 August 2024, at 1 PM.
- 5. Terms and Conditions: these terms and conditions for the online sale of individual tickets.
- 6. Order Number: the transaction number for ticket purchase processed in the System.
- 7. Buyer: the person purchasing individual tickets online from June 26, 2024, at 8 PM to August 8, 2024, at 12 PM.
- 8. Ticket: a document that entitles the holder to enter the Event, including the Event fee as indicated on the ticket.
- 9. 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).

II. General Provisions

- 1. These Terms and Conditions specify the detailed conditions for purchasing individual tickets online for the Event.
- The Seller offers the online ticket purchase service for individual tickets in accordance with these Terms and Conditions. The Seller reserves the right to make changes and updates to the content of the Regulations at any time, with each change being announced by posting information about the change in the System.
- 3. A necessary condition for purchasing tickets through the System is to read these Terms and Conditions and confirm familiarity with and acceptance of their content by checking the appropriate box in the System before making a payment.
- 4. The content of these Terms and Conditions can be reviewed on the System's website.

III. Online Purchase of Individual Tickets

- Tickets can be purchased through the System after filling out the purchase form and following the instructions provided in the System. The Buyer is required to fill out the form carefully and completely. Failure to follow the instructions in the System may result in the inability to successfully purchase a ticket. Providing incorrect data, especially an incorrect email address, may result in the inability to receive the ticket or a refund according to section VI of the Regulations.
- 2. The System allows the purchase of up to 1 (once) single tickets for the Event in one transaction.
- 3. Online ticket payments are made via electronic transfer or payment card.
- 4. Ticket prices are stated in euro (EUR) and include VAT.
- 5. Tickets are sold according to the current online ticket sales price list.
- 6. Tickets remain the property of the Seller until the Seller receives payment confirmation from the Buyer's bank.
- 7. Payment not confirmed by the Payment Operator within 15 minutes of placing the order will automatically cancel the order, and the Buyer will be informed via email sent by the System to the address provided during the purchase process.
- 8. If the Buyer's payment was processed and the System cancels the order due to the 15minute payment window, the Buyer should use the transaction number and password from the Payment Operator's system to repurchase the tickets using the "use prepayment" payment option. If repurchase is not possible due to the lack of available tickets, please contact: contact@vipregistration.eu.
- 9. Payments for tickets are handled exclusively by the designated Payment Operator.
- 10. The Buyer does not receive a cash register receipt according to the Regulation of the Minister of Finance of 28 December2018, on exemptions from the obligation to keep records using cash registers (Journal of Laws 2018, item 2519).
- 11. To receive a VAT invoice, select the VAT Invoice option during the ordering process and provide the correct details necessary for its issuance.

- 12. Immediately after placing an online ticket order, the Buyer will receive an order confirmation email from the System to the email address provided, indicating the order number and the number of tickets ordered.
- 13. Upon receiving payment confirmation from the Payment Operator, the ticket will be sent as a PDF attachment to the provided email address. The Buyer should promptly verify the correctness and compliance of the ticket with the order.
- 14. The Seller is not responsible for non-delivery of the ticket if the Buyer provided an incorrect email address or if the email is blocked by the Buyer's email system's spam filter.
- 15. Printed tickets or tickets saved on a mobile device are subject to verification before entry to the Event.

IV. Personal Data Protection

- 1. During the online ticket purchase process, the Buyer will provide the Seller with personal data, including the mandatory email address and optionally a phone number, and for those requesting an invoice, all data necessary for its issuance.
- 2. Providing data is voluntary. Failure to provide the data will prevent the execution of the online ticket purchase agreement.
- 3. The Buyer may also consent to receive promotional materials at the provided email address. Such consent can be withdrawn independently of the terms indicated in section 8 below.
- 4. Data will be processed in accordance with Article 6(1)(b) GDPR for purposes related to the execution of the online ticket purchase transaction for the Event.
- 5. The data controller of the collected personal data is the Seller.
- 6. Collected data will be transferred to entities processing personal data on behalf of the Seller, i.e., the Payment Operator for payment services and the System provider for order fulfillment, with these entities processing data based on an agreement with the Seller.
- 7. For all matters related to personal data processing, contact the Seller's Data Protection Officer at: i.witon@endorfina.eu.
- 8. Personal data will be stored for the period specified by regulations, i.e., for Buyers who requested an invoice, data will be stored for 5 years from the end of the calendar year in which the tax payment deadline expired (Article 70 §1 and Article 86 §1 of the Tax Ordinance); for other Buyers, data will be stored for 2 years from the date of the transaction to confirm service execution and receipt of payment; in case of consent for receiving promotional materials, data will be stored until the consent is withdrawn.
- 9. Additional information regarding personal data processing is available on the website: www.vipregistration.eu.
- 10. By accepting the Regulations, the Buyer confirms that they have read the information clause contained in section 8 above.

V. Complaints

- 1. The Buyer may submit complaints regarding the online ticket purchase process by sending an email to: <u>contact@vipregistration.eu</u> within 14 (fourteen) calendar days from the date of the event subject to the complaint.
- 2. In the complaint, the Buyer should indicate what the complaint concerns, provide the order number, and the reason for the complaint. The Seller is not responsible for incorrectly made complaints, especially for providing incorrect or false data by the Buyer.
- 3. The Seller is also not responsible for non-delivery of the message if it is blocked by the Buyer's email system's spam filter.
- 4. Complaints regarding the number of tickets available for sale in the System are not subject to complaints.
- 5. The Seller will consider the complaint within 14 (fourteen) days from the date of receiving the complaint. Immediately after considering the complaint, the Seller will inform the Buyer of the result in writing or via email to the address provided in the complaint.
- 6. Considering the complaint by the Seller does not exclude the Buyer's right to pursue claims under general principles of the Civil Code and the Consumer Rights Act of 30 May 2014.

VI. Ticket Returns

- 1. According to Article 38(12) of the Consumer Rights Act of 30 May 2014, the Buyer does not have the right to withdraw from the contract without giving a reason, as outlined in Article 27 of the Consumer Rights Act of 30 May 2014.
- 2. In the event of cancellation or change of the Event date, the Seller will inform the Buyers who purchased a ticket via email to the address provided during the ticket purchase transaction and on the Seller's website.
- 3. In case of a change of the Event date, the Buyer may either keep the purchased ticket and attend the Event on the new date or opt out of the ticket and receive a refund of the ticket price along with the service fee.

- 4. If the Buyer decides to keep the ticket and attend the Event on the new date, the ticket remains valid regardless of any changes in ticket prices for the new date.
- 5. If the Buyer decides to opt out of the ticket due to the change of the Event date, the refund of the amount paid by the Buyer will occur under the same conditions as if the Event were cancelled, except that in such cases, the refund periods begin from the date the Buyer submits a statement of resignation from the Ticket.
- 6. If, in the event of a change of the Event date, the Buyer does not choose any of the options specified in the previous points at least 60 days before the new Event date, it is assumed that the Buyer has decided to keep the purchased ticket and attend the Event on the new date. This means that after the deadline indicated in the previous sentence, the Buyer cannot opt out of the ticket and receive a refund of the amount paid. This solution is dictated by organisational considerations related to ticket distribution, including the limited number of tickets available for the Event.
- 7. The Seller is not responsible for the non-use of tickets for reasons beyond its control.

VII. Final Provisions

- 1. Tickets purchased online may not be copied or altered.
- 2. The Seller is not responsible for the operation of the Internet network through which ticket purchases are made. The Seller is not responsible for messages or other data lost or misplaced on the Internet, individual computer settings, and how they are configured, as well as interruptions in services provided by Internet access providers.
- 3. In case of any irregularities in the System's operation, please contact the software provider 5 days a week from 9:00 to 17:00 at the phone number: +48 535 345 929 or email address: i.witon@endorfina.eu.
- 4. The Seller is not responsible for tickets damaged or lost by the Buyer.
- 5. The Buyer, when purchasing tickets online, is obliged to read these Terms and Conditions, provide truthful data, and not send any illegal content.
- Purchasing tickets online through the System does not entail any additional costs except for the cost of connecting to the Internet or the telephone operator's cost, which the Buyer bears according to the rates of the Internet provider or operator whose services the Buyer uses.