

TERMS AND CONDITIONS OF ONLINE SALES

- 1.1. Lumina Events, s.r.o., se sídlem: Spisová značka: C 363006 vedená u Městského soudu v Praze Obchodní firma: Lumina Events, s.r.o. Sídlo: Michelská 966/74, Michle, 141 00 Praha 4 Identifikační číslo: 142 60 336 Právní forma: Společnost s ručením omezeným „Pravidla“ – *Pravidla internetového prodeje vstupenek společnosti Lumina*
- 1.2. "Regulations" – *Regulations for the sale of Internet tickets in Lumina*
- 1.3. "System" – iKSORIS, ticket sales system via the website.
- 1.4. "Website" – [Website](https://czechy.internet.iksoris.dev) <https://czechy.internet.iksoris.dev> used for the sale of tickets by the System.
- 1.5. "Buyers" – each person using the System, including a natural person (consumer), business entity, as well as another organizational unit making a purchase.
- 1.6. "Event" – an exhibition or group of exhibitions in Lumina, for which common types of tickets apply, or individual events organized by Lumina, for which Lumina decides to sell tickets online.
- 1.7. "Ticket" – entry ticket, entitling you to visit specific Lumina expositions or participation in a specific event organized by Lumina.
- 1.8. "Payment Website" – a website, administered by Lumina spółka z ograniczoną odpowiedzialnością, with its registered office at Lumina Events, s.r.o., se sídlem: Spisová značka: C 363006 vedená u Městského soudu v Praze Obchodní firma: Lumina Events, s.r.o. Sídlo: Michelská 966/74, Michle, 141 00 Praha 4 Identifikační číslo: 142 60 336 Právní forma: Společnost s ručením omezeným „Pravidla“ – *Pravidla internetového prodeje vstupenek společnosti Lumina*, and the provider of online payments is the company Krajowy Integrator Płatności S.A. Tpay ul. Św. Marcin 73/6 61-808 Poznań nip: 7773061579 REGON: 300878437 KRS: 0000412357
Share capital: PLN 5,494,980 paid in full

2. GENERAL PROVISIONS

- 2.1. These Regulations define the rules for the sale of tickets online using the Online Sales System by Lumina.
- 2.2. The condition for using the System is to read the Regulations and accept their terms and conditions. Acceptance of the Regulations constitutes at the same time a declaration of will and creates legal obligations between the Buyer and Lumina.
- 2.3. The Buyer is obliged to use the System in a manner consistent with the Regulations and the provisions of applicable law.
- 2.4. Technical requirements necessary for cooperation with the System:
 - 2.4.1. computer or other mobile device with a web browser and access to the Internet
 - 2.4.2. mailbox
 - 2.4.3. bank account with access to the Internet

3. SUBMISSION OF AN ORDER

- 3.1. The order is placed by performing the following activities in the following subpages of the System:
 - 3.1.1. selection of Events, type, and quantity of Tickets
 - 3.1.2. correct filling in the mandatory fields of the Order Form or setting up a User Account.
 - 3.1.3. checking the correctness of the entered data and specific order details

- 3.1.4. submitting a statement on the acceptance of the terms and conditions of the Regulations
- 3.1.5. placing an order by clicking on the purchase and PAY OPTION
- 3.1.6. go to the Payment Page.
- 3.2. The buyer who placed the order will receive a notification about the creation of the order to the indicated e-mail address.
- 3.3. Lumina reserves the right to set a limit on the number of tickets available for organized events

4. FEE AND EXECUTION OF THE ORDER

- 4.1. The buyer is obliged to pay the order within two hours of its creation. Failure to pay the order on time results in its automatic removal. In the event of deletion of the order to the Buyer, to the e-mail address indicated by him, a message about order cancellation will be automatically sent.
- 4.2. The Buyer makes payment for the created order through the Payment Page.
- 4.3. Payment resulting from one order should be made once.
- 4.4. Lumina shall not be liable for any consequences related to irregularities in the functioning of the bank indicated by the Buyer during making payments.
- 4.5. Lumina issues invoices at the request of the Buyer, after the Buyer submits such a demand by selecting the option "I want to receive a VAT invoice" when placing an order and providing complete and correct data necessary to issue it. Invoices are issued after payment.
- 4.6. By selecting the option "They want to receive a VAT invoice", the Buyer agrees to send the invoice in electronic form to the indicated e-mail address. The consent does not exclude the right of Lumina to issue and send an invoice in paper form.
- 4.7. Lumina shall not be liable for the consequences of the Buyer giving false or incorrect data necessary to issue a VAT invoice.
- 4.8. The order is executed after receiving confirmation of payment from the TPay system.
- 4.9. Acceptance of payment and execution of the order will be confirmed by an e-mail automatically generated by the System - to the address indicated by the Buyer an e-mail will be sent containing the purchased Tickets saved in a PDF file.
- 4.10. The costs of connection in order to download an e-mail message shall be borne by the Buyer, in accordance with the tariff of its operator.
- 4.11. Lumina is not responsible for the consequences of the Buyer providing data regarding the order to third parties. Making the Ticket available by the Buyer to a third party entails the risk of using the Ticket by that person. Lumina honours the Ticket of the person who in this case will be the first to apply.
- 4.12. Lumina is not responsible for deleting or not receiving the notifications received by the Buyer.

5. TICKETS

- 5.1. Ticket prices are specified in Lumina's price list. Lumina publishes ticket prices on her website: <https://czechy.internet.iksoris.dev>
- 5.2. Ticket prices are given in Polish zlotys and include VAT.
- 5.3. The system allows you to purchase selected tickets from Lumina's price list
- 5.4. The lack of the possibility of purchasing a ticket through the System does not mean the lack of tickets in cash registers of Lumina branches.
- 5.5. The validity date is specified on the ticket.

- 5.6. The validity date of tickets purchased at branch cash desks may differ from the validity date of tickets purchased through the System.
- 5.7. The implementation of the Ticket takes place by presenting it to an employee of Lumina at the entrance to the event.
- 5.8. Persons who purchased reduced tickets are obliged on the day of the visit together with the tickets to show documents entitling employees of Lumina to a discount.
- 5.9. Reduced tickets presented without a document confirming entitlement to the discount will not be accepted and are not refundable.
- 5.10. Reduced tickets are available in accordance with the applicable Lumina's price list.

6. PERSONAL DATA AND LEGITIMACY POLICY

1. The data administrator is Lumina spółka z ograniczoną odpowiedzialnością, with its registered office at ul. Błękitna 3, 55 040 Bielany Wrocławskie.
2. Contact details of the Data Protection Officer (DPO): e-mail: info@luminapark.cz by letter to the following address: 55-040 Śląska, ul. Templar 1
3. Your personal data is collected by us in order to be processed for the implementation of the service in accordance with the Regulations
4. The recipients of personal data will be:
 - entities authorized to receive data on the basis of legal regulations, persons authorized by the Data Administrator,
 - entities to which the Data Controller orders the performance of an activity with which the necessity of data processing is related.
5. Your data will not be transferred to a third country/international organization.
6. Personal data will be processed for a period of 5 years from the beginning of the year following the year in which the order was placed, as well as for the period necessary for the implementation of the archiving obligation resulting from the provisions of the law.
7. Remember that you have the right to:
 - access to the content of personal data and the possibility of their rectification, deletion, restriction of processing, as well as transfer of data and objection. In such situations, please contact the Personal Data Administrator directly (info@luminapark.cz)
 - lodging a complaint to the supervisory body dealing with the protection of personal data, i.e. The President of the Office for Personal Data Protection, when he/she considers that the processing of data violates the provisions of the GDPR;
8. The data will not be processed in an automated manner, including in the form of profiling.
9. Personal data are 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 flow of such data (GDPR) and in accordance with the Act of 10 May 2018 on the protection of personal data (i.e. Journal of Laws of 2019, item 1781).
10. The information clause regarding the processing of personal data will be sent to the Buyer along with notifications automatically sent by the System to the e-mail address indicated when completing the Order Form or creating a User Account.
11. Lumina is not responsible for the consequences of providing false or incorrect data in the order form.

7. COMPLAINTS

- 7.1. Any questions, comments or complaints regarding the purchase and implementation of Tickets should be send an e-mail to the following e-mail address: info@luminapark.cz
Complaints may be submitted no later than 14 days after the occurrence of the event being the cause of the complaint. In the complaint, the Buyer should provide:

- 7.1.1. the order number to which the complaint relates,
 - 7.1.2. the reason for the complaint together with a description of the situation to which the complaint relates,
 - 7.1.3. name and surname,
 - 7.1.4. e-mail address,
 - 7.1.5. phone number.
- 7.2. Complaints will be considered by Lumina once within 14 days from the date of their receipt, except when the cause of the complaint lies with the TPay payment operator. In this case, the complaint will be forwarded to the TPay payment operator and processed by him (the deadline for considering the complaint may be subject to elongation). The buyer will be informed about the decision by return e-mail.
- 7.3. If the complaint is considered in favour of the Customer, the Customer is entitled to a refund of the paid funds. Return of the paid funds is carried out by bank transfer to the account indicated by the Buyer.
- 7.4. Lumina is not responsible for incorrectly reported complaints, in particular for providing incorrect or false data by the Buyer.

8.RETURNS

8.1. Tickets purchased via the Internet for exhibitions and other cultural events are not refundable or exchangeable for other tickets or for other dates of the event. In accordance with the Act of 30 May 2014 on consumer rights (i.e., Journal of Laws of 2020, item 287). By purchasing the ticket, the Buyer declares that he has been informed that he has no right to withdraw from the contract and request a refund of the value of the purchased tickets.

9. OTHER REGULATIONS

- 9.1. Lumina is not responsible for the interruption of data transmission during purchases, interruptions, and errors in the operation of the System, resulting from any reasons beyond the control of Lumina.
- 9.2. Lumina is not responsible for messages or data lost or lost on the Internet for reasons beyond Lumina's control.
- 9.3. Before visiting Lumina, it is necessary to check on the selected day that Lumina will be open to the public and which exhibitions will be open to the public. Lumina publishes information on opening hours and temporary exclusion of visitors on her website: <https://czechy.internet.iksoris.dev>
- 9.4. Lumina reserves the right to freely decide on the moment of starting and ending the sale of Tickets for each Event.
- 9.5. Lumina reserves the right to suspend online sales at any time, for random or technical reasons, as well as in connection with the ongoing state of the pandemic, the sale of tickets may be subject to other restrictions resulting from the current legal provisions
- 9.6. Lumina reserves the right to amend the Regulations.
- 9.7. In matters not covered by the Regulations, the provisions of law shall apply, in particular the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the flow of such data (GDPR) and the Civil Code and the Act of 10 May 2018 on the protection of personal data (i.e. Journal of Laws of 2019, item 1781).

In the event of any doubts of information and explanations, the employee will provide on weekdays from 8:00 to 16:00 at the following address: info@luminapark.cz

