

**TERMS & CONDITIONS**  
**NEW YEAR'S EVE 2018/2019**  
**The Great Gatsby at Zamoyski Palace**  
Endorfina Foksal  
Foksal Street 2, Warsaw  
on 31.12.2018.

**§ 1 Scope of application**

1. *These Terms & Conditions define the conditions of participation and obligations of the Organiser, conditions of participation and rules of behaviour of New Year's Eve participants, including the provisions regulating them:*
  - a. *method of organization;*
  - b. *obligations of New Year's Eve participants;*
  - c. *conditions of participation;*
  - d. *rights of New Year's Eve participants;*
  - e. *rules of participants' responsibility for illegal behaviour.*
2. *New Year's Eve participants are obliged to strictly observe the provisions of these Regulations.*

**§ 2 New Year's Eve organisation**

1. *New Year's Eve safety at the place and during its duration is the responsibility of the New Year's Eve Organiser.*
2. *New Year's Eve is paid and available for persons holding admission Invitations.*
3. *The right to enter the New Year's Eve without an entrance Invitation:*
  - a. *representatives of the press, radio and other media having a valid accreditation for New Year's Eve;*
  - b. *representatives of state and medical services entitled to control activities on the basis of valid ID cards after consultation with the Organiser's representative;*
  - c. *representatives with appropriately marked badges, i.e. security, technology, etc.*

**§ 3 Invitations / Packages**

1. *Invitations for New Year's Eve are available in direct sale in Endorfina Foksal and on online networks: e-bilet, ticketmaster, eventim.*
2. *Purchase of an Invitation to New Year's Eve is tantamount to acceptance of these Terms & Conditions.*
3. *The New Year's Eve can be attended by adults over 18 years of age. Underage people may participate in the New Year's Eve only in the presence (under supervision and care) of a parent or legal representative.*
4. *The Crystal VIP Room and Diamond VIP Room packages entitle to participate in attractions available in the ballroom and in the club.*
5. *The Gold Package entitles you to participate in the attractions available in the ballroom and in the club.*
6. *The Silver and Silver VIP Package entitles you to enter and play in the club.*

#### **§ 4 Payment**

1. *By cash at the cash desk of the Organizer.*
2. *By a credit or debit card at the Organizer's cash desk or in the case of online purchase via online payment.*
3. *The VAT invoice may be issued at the moment of Invitation sales at the Organizer's Invitation office.*
4. *The VAT invoice may also be issued on the basis of the original fiscal receipt after the sale of Invitations, but no later than within the deadlines resulting from the generally applicable VAT regulations.*

#### **§ 5 Responsibilities of the New Year's Eve Participant**

1. *New Year's Eve Participant is obligated to:*
  - a. *have a New Year's Eve entry document and an identity document with them and present them each time at the request of the New Year's Eve Organizer;*
  - b. *occupy the place specified in the document entitling to enter the New Year's Eve;*
  - c. *Behave in a manner consistent with the rules of social coexistence, including not endangering the safety of other people present on New Year's Eve;*
  - d. *follow the orders and instructions of the head of security, employees of the information and order service and the announcer, and in the event of intervention of the Police, the State Fire Service, the Border Guard, the Military Police or employees of other authorized services and bodies - to carry out their instructions;*
2. *Participants of the New Year's Eve, at the request of officers or employees of the police and information service are obliged to take places other than those specified in the document entitling them to enter the New Year's Eve.*

#### **§ 6 New Year' Eve Participation Terms and Conditions**

1. *It is forbidden to enter the New Year's Eve for a person:*
  - a. *against whom a decision prohibiting entry to a mass event has been issued or obliging to refrain from staying in the places of mass events,*
  - b. *for which a foreign ban has been issued,*
  - c. *Refusing*
  - d. *to submit to a check and determine whether the person is entitled to participate in the Ball,*
  - e. *to inspect the contents of baggage and clothing when it is suspected of possessing weapons or other dangerous objects, explosives, pyrotechnic articles, fire hazardous materials, alcoholic beverages, narcotic drugs or psychotropic substances,*
  - f. *Under the influence of alcohol, narcotic drugs and psychotropic or other similarly acting substances,*
  - g. *behaving aggressively, provocatively or in any other way posing a threat to security and public order, and other New Year's Eve participants.*
  - h. *a minor who is not under the care of a guardian.*
2. *It is forbidden on New Year's Eve:*
  - a. *hanging banners without the consent of the Organizer, where New Year's Eve takes place, in particular in places where they may obstruct the opening of evacuation exits;*
  - b. *throwing objects;*
  - c. *bringing in and consuming alcohol, using narcotic drugs or psychotropic substances;*

- d. *Stimulating and stoking fire, including smoking in places where smoking is not permitted;*
  - e. *use of pyrotechnics, light and smoke flares, firecrackers, torches, etc.; e. use of fireworks, light and smoke flares, petards, torches, etc.;*
  - f. *Block places in the area of exits, entrances and escape routes;*
  - g. *Presence of persons in non-residential areas.*
3. *It is forbidden to enter the Endorfina Foksal area and have on New Year's Eve:*
- a. *Dangerous objects, including in particular firearms, pneumatic weapons, gas weapons, knives and sharp-ended umbrellas;*
  - b. *Explosives and pyrotechnic articles, including fireworks, beads, flare balls, flares and other similarly operating objects and all kinds of potentially fire hazardous materials;*
  - c. *Alcohol, narcotic drugs and psychotropic or other similarly acting substances;*
  - d. *Gas, caustic or dyeing spraying containers;*
  - e. *Advertising materials except for those allowed by written consent of the Organiser;*
  - f. *cameras and cameras and other devices recording images or sound, except for devices intended for strictly private use;*
  - g. *devices used for transmitting for commercial purposes images, sound, description of events, with the exception of devices allowed with the Organiser's consent;*
  - h. *objects that produce noise disproportionate to the circumstances, including in particular any objects with mechanical or electric drive.*
4. *The Organizer, within the scope specified by the Act and executive regulations, is entitled to record the course of the Event, in particular the behaviour of persons, with the use of video and sound recording equipment. The collected materials may constitute evidence allowing for the initiation of criminal proceedings or proceedings in cases of misdemeanour, or evidence of significance for the ongoing proceedings, the Organizer immediately hands over to the district prosecutor competent for the area of the event or the Police.*

### **§ 7 New Year's Eve Participant's Rights**

1. *New Year's Eve Participant has the right:*
- a. *stay in the area of Endorfina Foksal during the New Year's Eve, i.e. from the beginning of the New Year's Eve by the Organiser until the end of the New Year's Eve.*
  - b. *freely participate in the New Year's Eve by expressing their emotions, which is limited only by the need to comply with generally binding legal regulations, rules of social coexistence and the rules set out in these regulations;*
  - c. *information on the location of medical, catering and sanitary facilities and safety requirements specified by the Organizer or rescue services;*
  - d. *use facilities, including sanitary and hygienic facilities, which are available for general use, in a manner consistent with their intended use;*
  - e. *receive medical assistance.*
2. *New Year's Eve Participant is also entitled:*
- a. *immediately notify the Organiser of any damage suffered by the Organiser during the New Year's Eve and on the premises of Endorfina Foksal,*
  - b. *the submission of complaints and requests.*

### **§ 8 Returns, complaints and withdrawal from the Agreement**

1. *The Organiser does not accept refunds of purchased Invitations. We ask you to make your purchases carefully, as it is not possible to return the Invitation and request a refund, except in case of cancellation of the New Year's Eve.*
2. *In case of not taking place due to reasons attributable to the Organiser - the Organiser will refund the purchase price in the form in which the payment was made.*
3. *Participant of New Year's Eve has the right to lodge a complaint in any case, including in the case of not holding a New Year's Eve, on the basis of the following provisions:*
  - a. *Complaints should be submitted to the following address: kontakt@balsylwestrowy.com.pl*
  - b. *Within fourteen working days of receiving the complaint, the Organiser will consider the complaint and inform the New Year's Eve Participant in writing about the position taken;*
  - c. *negative reaction of the Organiser to the New Year's Eve Participant's objections indicated in the complaint in no way limits the rights of the New Year's Eve Participant to assert their rights through court proceedings;*
4. *The Participant is entitled to use out-of-court complaint handling and redress procedures, in accordance with the rules set out on the website of the Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).*
5. *The Organiser does not grant any additional guarantees related to the Agreement.*
6. *Due to the fact that New Year's Eve is an entertainment and cultural event, the day of which is specified in the Agreement, indicated on the Site, in accordance with the provisions of Article 38 point 12 of the Act, the Consumer is not entitled to withdraw from the Agreement.*

#### **§ 9 Personal Data Protection**

1. *In accordance with Article 13 of the general regulation on the protection of personal data of 27 April 2016 (Official Journal of the European Union L 119 of 04.05.2016), we inform you that:*
2. *The administrator of personal data of Participants of the New Year's Eve is Avantia Properties sp. z o. o. o. with its registered office at 2 Foksal Street in Warsaw, 00-366.*
3. *Personal data of Participants of the New Year's Eve are collected directly.*
4. *Personal data of the Sylvester Participant will be processed for the purpose of the contract - pursuant to Article 6 paragraph 1 letter b of the general regulation on the protection of personal data of 27 April 2016.*
5. *Personal data of the New Year's Eve Participant will be processed in connection with the implementation of legitimate interests pursuant to Article 6(1)(F) consisting in the promotion of the Organiser's services.*
6. *The recipients of personal data of the Participants of the New Year's Eve will be entities entitled to obtain personal data on the basis of the provisions of law and entities cooperating in order to perform contracts by the Organiser, including facility security.*
7. *personal data will be stored until the expiration of claims under the contract.*
8. *Participant of New Year's Eve has the right to demand from the administrator access to personal data, their correction, transfer, deletion or limitation of processing.*
9. *The New Year's Eve Participant has the right to lodge a complaint with the supervisory authority.*
10. *Providing personal data is voluntary, however, refusal to provide it may result in the impossibility to participate in New Year's Eve.*

#### **§ 10 Final regulations**

1. *Entering the area of Endorfina Foksal where the New Year's Eve takes place constitutes a simultaneous consent for the Organiser to record, store, process and disseminate its image recorded on the New Year's Eve, using any technique, for production, reporting, documentation, promotional and advertising purposes in all fields of exploitation, in particular, introduction and publication on a computer and broadcasting in an information and communication system (Internet), reproduction and distribution to printing techniques in the press, reproduction, broadcasting and retransmission by means of a digital or terrestrial television network, distribution in such a way that everyone can have access to it at a place and time of their choice (outdoor).*
2. *The Organiser prohibits any commercial or catering activity without its authorisation.*
3. *In case of non-compliance with these regulations, a criminal liability resulting from the provisions of the law shall be incurred.*
4. *Participant of New Year's Eve is fully liable to civil and criminal penalties for any damage to property and persons made by him during participation in New Year's Eve.*
5. *Persons violating the norms of applicable law, and in special cases the provisions of these regulations are subject to apprehension and immediate transfer to the Police. Such persons shall not be entitled to any claim for reimbursement of the cost of purchasing an Invitation for New Year's Eve.*
6. *The Organiser shall not be liable towards the participants of the event in the event of cancellation of the New Year's Eve, non-performance or improper performance of any of the provisions of these Terms & Conditions in the event that the cancellation of the New Year's Eve, non-performance or improper performance of the arrangements will occur as a result of force majeure (an unpredictable external event, which the Organiser could not prevent) or other circumstances completely independent of the Organiser's will.*
7. *The Organiser reserves the right to:*
  - a. *change of the artistic program of New Year's Eve without the possibility of returning the money for the previously purchased Invitations, especially in cases beyond the Organizer's control;*
  - b. *asserting claims for damages caused by a New Year's Eve participant, including damage to his good image;*
  - c. *cancellation of an Invitation, ID or other document entitling to enter the New Year's Eve in accordance with the provisions of applicable law.*
8. *The New Year's Eve Terms & Conditions shall enter into force on 31.12.2018 and shall remain in force until 01.01.2019.*
9. *The Terms & Conditions should be made available to New Year's Eve participants by placing it on the New Year's Eve website [www.balsylwestrowy.com.pl](http://www.balsylwestrowy.com.pl) and by placing its contents at the main entrance on New Year's Eve.*
10. *Entering and staying in Endorfina Foksal during the New Year's Eve means absolute acceptance of these Terms & Conditions.*