

**TERMS AND CONDITIONS OF RESERVATIONS AND PURCHASES OF ENTRY PASSES**  
**(valid from 02.01.2020)\***

**§ 1**  
**Definitions**

Definitions used in the Terms and Conditions have the following meanings:

1. “Ticket” - hereafter “Entry Pass” - a document entitling you to Tour the premises of the Museum in accordance with the Regulations for visitors and persons staying on the grounds of the Auschwitz-Birkenau State Museum, in various options - as specified in the confirmation received via electronic means or at the Visitors Service Centre. The Museum offers the following Entry Passes:
  - a. “Entry Pass for persons visiting without an Educator” - a document entitling to free entry to the premises of the Museum and Tour without an Educator;
  - b. “Entry Pass for Guided Tours” - a document entitling the holder to a paid tour of the Museum premises with an Educator and use of headsets as part of groups created from individual visitors in the so-called guided tours consisting of maximum 30 visitors;
  - c. “Entry Pass for Organised Groups” - a document entitling to a paid tour of the Museum premises with an Educator and use of headsets for organised groups consisting of a maximum of 30 visitors, purchasing Entry Passes as organised groups;
2. “Museum” - the Auschwitz-Birkenau State Museum in Oświęcim, at No. 20 Więźniów Oświęcimia Street, 32-603 Oświęcim.
3. “Educator” - a person authorised by the Museum to provide content-related guidance during a tour of the Museum.
4. “Visitors Service Centre” - the information and ticket desk located on the premises of the Museum.
5. “Terms and Conditions” - Terms and Conditions of reservations and purchases of Entry Passes.
6. “System” - System for reservations and online sales via [visit.auschwitz.org](http://visit.auschwitz.org), of which the operator is the Museum.
7. “User” - any person or entity that uses the System to make a reservation.
8. “Buyer” - a User who purchases Entry Passes in the System or a person who makes a reservation and purchases Entry Passes on the day of the tour at the Visitors Service

Centre.

9. "Tour" - a tour of the Museum with an Educator in a chosen language or without an Educator, individually or in a group, at a specified date and time.
10. "Working days" - days from Monday to Friday, excluding public holidays.
11. "GDPR"- Regulation 2016/679 of the European Parliament and the Council (EU) of 27 April 2016 on the protection of natural persons with respect to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (OJ L 119, p. 1).

## **§ 2 General provisions**

1. The Terms and Conditions apply to reservations and purchases of Entry Passes via the System and purchases of Entry Passes at the Visitors Service Centre.
2. By proceeding to use the System or buying Entry Passes at the Visitors Service Centre, the Buyer accepts the Terms and Conditions, Regulations for visitors and persons staying on the premises of the Auschwitz-Birkenau State Museum and the Price List for Entry Passes available at the Museum's website: [visit.auschwitz.org](http://visit.auschwitz.org) and at the Visitors Service Centre.

## **§ 3**

### **User Registration**

1. A User who intends to book an Entry Pass may register in the System in advance. Registration of an individual account facilitates the procedure for subsequent reservations as all data is automatically filled out in the order form. The User has the right to access and independently correct his/her data at any time (except for persons who have registered in accordance with sec. 6 of this paragraph and whose data can only be corrected by the Museum at their request).
2. Failure to complete the account registration process requires you to complete the order form each time with data necessary for processing the order.
3. Proper completion of the obligatory fields of the registration form is a prerequisite for completing the registration. If you provide false data, the Museum reserves the right to delete your account.
4. Each User upon registration shall receive a return message to the e-mail address provided in the registration form, with information confirming acceptance of the order and registration of the account in the System.
5. Deletion of an individual account and a User's personal data from the System is performed by sending a request to delete the account to the e-mail address: [reservation.office@auschwitz.org](mailto:reservation.office@auschwitz.org).

6. A User who intends to use the payment options when making a reservation for an Entry Pass for Organised Groups purchased via the System by the User on their own behalf and for their own benefit, without an intermediary, in connection with its statutory educational and pedagogical activity (in particular: schools, orphanages, special purpose schools and education centres, nursing homes) is obliged to fill out all required fields in the registration form (including data required for the registration of educational and pedagogical centres provided below the registration form), and enter in the "Name" field, the full name of the Centre, for which a sales document should be issued. The registration process described above should be performed in accordance with sec. 1-3 and sec. 5 of this paragraph. Each User upon registration shall receive a return message to the e-mail address provided in the registration form, with information confirming acceptance of the order that will be accepted for implementation. The User shall receive an e-mail message confirming or rejecting the registration order within 5 working days.
7. Personal data provided in the System by the User who is a natural person is processed for registration, online reservation and purchase of the Entry Pass. Processing is carried out pursuant to Article 6 sec. 1(b) of the GDPR. The Data Administrator is the Auschwitz-Birkenau State Museum in Oświęcim. Provision of data is voluntary but necessary to effect registration and reservation. Users have the right to access their data and correct it, subject to the reservations contained in the content of this paragraph.
8. The Museum hereby informs that Personal Data provided in the System by the User may be processed by Softcom Spółka jawna with registered seat in Wrocław (Softcom Spółka jawna, Piotr Szuba, Tomasz Wierzbowski, ul. Buforowa 115, 52-131 Wrocław) in accordance with the GDPR based on the entrustment agreement concluded with the Museum for the processing of personal data, exclusively for the purpose and extent necessary to carry out the IT maintenance of the System.
9. The Museum is not liable for the provision of incorrect or false data in the registration form by the User. This also applies to the sharing of individual account data with third parties and transactions carried out by unauthorised third parties who gained access to the User's Account as a result of failure to exercise due caution when handling the individual login and password to the account.
10. The Museum is not liable for the inability to log on to the System or interruptions and errors in its operation, due to reasons beyond the control of the Museum.
11. The Museum is not liable for messages or data lost or undelivered on the Internet due to reasons beyond the control of the Museum, in particular: incorrect operation of the server or domain on the part of the User/e-mail service provider, or where the message is diverted to the user's SPAM folder.
12. The Museum reserves the right to delete the User's account if it is not used for more than 1 month from the moment of its registration.

13. By accepting the Terms and Conditions, the user also consents to receive e-mail notifications with information on the educational and publishing activities of the Auschwitz- Birkenau State Museum, sent after the date of the visit.
14. The Museum has the right to block (temporarily or permanently) network traffic of IP addresses that cause a malfunction of the server infrastructure or pose a threat to its safety. The above actions of the Museum cannot constitute grounds for any claims by the User.

#### **§4**

##### **Reservations and purchases of Entry Passes specified in § 1 sec. 1 (b) and (c)**

1. Prices of Entry Passes to tour the premises with an Educator, further referred to in this paragraph as “Entry Passes” are specified in the Price list available on the Museum’s website at [visit.auschwitz.org/cennik](http://visit.auschwitz.org/cennik) and the Visitors Service Centre. The museum reserves the right to change the Price list, particularly in the event of changes in tax regulations and changes resulting from the interpretation of this law, e.g. receiving individual interpretations of tax law provisions. Changes in the Price list shall come into effect on the date indicated by the Museum, but no earlier than one month after the date of its publication on the website: [visit.auschwitz.org/cennik](http://visit.auschwitz.org/cennik).
2. The availability of Entry Passes in the System and at the Visitors Service Centre on the visiting day is subject to security procedures established in the Museum and on the availability of an Educator in the chosen language.
3. The availability of Entry Passes in the System for Guided Tours ends 45 minutes before the beginning of the tour. Their purchase is also possible on the day of the visit at the Visitors Service Centre, subject to availability.
4. The availability of Entry Passes in the System for Organised Groups with an Educator ends 5 days before the beginning of the Tour. From this moment on, they may only be purchased in the manner specified in sec. 5 (b) of this paragraph or on the day of visit at the Visitors Service Centre, subject to availability.
5. The reservation procedure for Entry Passes for Guided Tours is as follows:
  - a. to make a reservation, select the Entry Pass which is the subject of the order - wherein selection of the Entry Passes is tantamount to reserving it for 30 minutes in the case of Entry Passes for Guided Tours and 3 days in the case of Entry Passes for Organised Groups; during this time the name and surname of the visitor shall be provided and payment shall be made in accordance with sec. 7 of this paragraph. If payment is not made or the data specified above is not provided within the specified time, the reservation shall be

automatically cancelled; after providing personal data of visitors, its change in the System is not possible. The sales document with Entry Passes for visitors, whose data has been provided in the reservation process will be generated automatically and sent to the e-mail address provided by the User. In the case of purchasing Entry Passes for Guided Tours at the Visitors Service Centre on the day of visiting the premises, subject to availability, names and surnames of visitors or the last four digits of a document confirming their identity shall be provided. After providing personal data, its change in the System is not possible.

- b. if the User is interested in purchasing Entry Passes for Organised Groups 5 to 2 days before the planned date of visit, he/she should send an inquiry via e-mail to the following address: reservation.office@auschwitz.org. Reservation in this manner is possible only on working days, and on Fridays only to 9:00. In case of availability of the chosen date and type of Tour, the User will receive an e-mail confirming the reservation for a period of 3 hours from its receipt, prior to the expiration of which payment should be made via the link included in the e-mail. If payment is not made or personal data of visitors is not provided (according to principles specified in item 5a of this paragraph) within the time specified above, the reservation is automatically cancelled;
- c. automatic cancellation of the reservation is tantamount to making the Entry Passes available once again for all Users (subject to sec. 7 (d) of this paragraph); the User shall be informed of the cancellation of the reservation via a message to the e-mail address provided by the User; in the event of payment made after cancellation of the reservation, the amount shall be refunded to the User's bank account, from which the payment was made;
- d. if the User is interested in purchasing Entry Passes for Organized Groups, she/he should contact the Museum using the form available at the online panel - "Group Tours." A User who makes a reservation for a tour with an interpreter must provide an interpreter in the language used for the reservation of the tour. Such information should be included in the Comments field of the reservation form. The Museum has the right to withdraw from the agreement without refund if an interpreter is not provided in the chosen language. To facilitate the reservation of tours, it is advisable to provide several options for the date, time and tour language in the Comments field. The Museum will send a return message for the reservation of tours within 5 working days from the date of receipt of the notification. The Museum reserves the right to consider a maximum of 25 notifications sent per day by a single User, taking into account the data provided for the issue of invoices in the case of business entities, and in the case of natural persons, the e-mail address provided;

- e. The Museum reserves the right to confirm a maximum of 40 reservations for a tour with an Educator for one User on a given week, taking into account the data provided for the issue of invoices in the case of business entities, and in the case of natural persons, the e-mail address provided.
6. Placing an order via the System and effecting payment in accordance with sec. 7 of this paragraph is tantamount to concluding an agreement with the Museum regarding the purchase of Entry Passes for a tour with an Educator. Acceptance of the order by the Museum takes place after payment, by sending an e-mail with the order confirmation to the e-mail address provided by the User, along with the proper sales document and the ordered Entry Passes.
  7. Payment Rules for Entry Passes for a tour with an Educator:
    - a.
      - i. payment for Entry Passes purchased via the System is made at the User's discretion, through electronic transfer or online credit card payment, subject to pt. (b);
      - ii. payment for Entry Passes purchased at the Visitors Service Centre may be made by payment card or cash on the day of the visit.
    - b. payment for Entry Passes purchased using the System is processed via the PayU system by PayU S.A. with registered seat in Poznań, entered into the Register of Payment Services under the number IP1/2012, and into the Register of Entrepreneurs kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Division of the National Court Register under  
KRS number: 0000274399, under the Regulations of the PayU system available at:  
<http://www.payu.pl/pliki-do-pobrania/regulaminy-i-informacje>;
    - c. for purposes necessary to complete the payment by a User being a natural person, the following data provided by the User is processed: name, surname, address and e-mail address. The Data Administrator is PayU S.A with registered seat in Poznań, (60-166 Poznań, Grunwaldzka 182), entered into the register of Payment Services under the number IP1/2012, and the Register of Entrepreneurs kept by the District Court for Poznań-Nowe Miasto and Wilda in Poznań, VIII Economic Division of the National Court Registry under KRS number 0000274399. Provision of data is voluntary, but necessary to make purchases; the User has the right to access and modify the contents of his/her personal data,
    - d. in the event of irregularities or unexpected interruptions in the operation of the PayU system, the User should contact the Museum by sending an e-mail to the address: [reservation.office@auschwitz.org](mailto:reservation.office@auschwitz.org).

8. Payment for Entry Passes for Organized Groups, purchased via the System by the User on their own behalf and for their benefit, without an intermediary, in connection with its statutory educational and pedagogical activity (in particular: schools, orphanages, special purpose schools and education centres, nursing homes) is made at the User's discretion:
  - a. using electronic transfer or online credit card payment through the PayU system, or
  - b. through a traditional bank transfer - provided that the reservation is made and paid 14 days before the Tour date.
  - c. The Museum is not liable for any consequences resulting from irregularities in the operation of the bank, indicated by the User during payment.
9. Reservation forms are processed on a first come first served basis.
10. Entry Passes remain the property of the Museum until payment is confirmed by the bank indicated by the User during payment.
11. The acceptance of the payment for processing shall be automatically confirmed by means of a notification generated by the System and sent to the e-mail address indicated by the User.
12. The Museum reserves the right to suspend online sales temporarily at any moment, due to technical reasons.
13. The User making a purchase online is entitled to purchase a maximum of six Entry Passes for Guided Tours on a given day.
14. The Buyer purchasing Entry Passes on the day of the visit at the Visitors Service Centre is entitled to buy a maximum of one Entry Pass for Guided Tours on a given day. The number may be increased to three Entry Passes provided the Buyer indicates the accompanying visitors on behalf of whom he/she is making the purchase.
15. The Museum is not liable for the consequences of providing false or incorrect data by the User/Buyer in the order form, including in Entry Passes.
16. The Museum is not liable for any consequences of changes to the User's data necessary to complete the order being processed.

## **§ 5**

### **Making Entry Passes available for persons visiting without an Educator**

1. The availability of Entry Passes for tours without an Educator is subject to security procedures in place at the Museum.
2. The procedure for providing Entry Passes for tours without an Educator:
  - a. to make a reservation via the System, the User should select an Entry Pass, which is the

subject of the reservation and provide the name and surname of the visitor. In the case of failing to provide the above-mentioned personal data of visitors, the reservation shall be automatically cancelled. After providing personal data, its change in the System is not possible. Entry Passes with personal data indicated during the reservation process shall be generated automatically and sent to the e-mail address provided by the User.

- b. the acceptance of a reservation by the System shall be automatically confirmed by a notification sent to the e-mail address indicated by the User with a confirmation of the order and the ordered Entry Pass.
  - c. purchase of Entry Passes for tours without an Educator is also possible at the Visitors Service Centre on the day of the visit, subject to availability. After providing the name and surname of the visitor or the last four digits of a document confirming his/her identity, change of the above-mentioned data is not possible.
3. The User making a reservation for Entry Passes for a tour without an Educator online is entitled to book a maximum of six Entry Passes on a given day.
  4. A person purchasing an Entry Pass for a tour without an Educator on the day of the visit at the Visitors Service Centre is entitled to purchase a maximum of one Entry Pass on a given day. The number may be increased to three Entry Passes provided that the Buyer indicates accompanying visitors on behalf of whom he/she is making the purchase.
  5. The Museum reserves the right to temporarily suspend the online provision of Entry Passes in the System, referred to in sec.1 at any moment, due to technical reasons.
  6. The Museum shall not be liable for the consequences of providing false or incorrect data in the order form, including in Entry Passes, by the User/Buyer.

## **§ 6**

### **Settlements**

1. The Price of Entry Passes for Tours with an Educator are given in Polish zloty and gross value.
2. Pursuant to the Directive of the Minister of Finance of 28 December 2018 on exemptions from the obligation to keep records when using cash registers (Journal of Laws of 2018, item 2519, as amended), the sale of a ticket within the scope of ordering and online payment is not subject to taxation, wherefore the User does not receive a cash register receipt.
3. To receive an invoice the Buyer should:
  - a. in the case of purchase of Entry Passes at the Visitors Service Centre on the day of the visit - inform the cashier about it during the transaction;

- b. in the case of purchase of Entry Passes via the System, upon prior registration - check the “Invoice” option and enter the correct data necessary to issue the invoice. By selecting the Invoice option, the User consents to the sending of electronic Invoices to the e-mail address provided during registration. The consent referred to in the preceding sentence does not exclude the Museum’s right to issue and send invoices in paper form (to the Buyer’s address);
  - c. provide the correct Tax Identification Number – failure to provide the Tax Identification Number results in the impossibility to issue a sales document in the form of an invoice. In the case of failing to notify the cashier at the Visitors Service Centre and to provide the Tax Identification Number, it will not be possible to receive an invoice at a later time;
  - d. data of the Buyer or the recipient on the invoice must be consistent with the data of the User making a reservation and payment;
  - e. invoices in paper forms shall be sent to the Buyer’s address, unless the User provides a different mailing address.
4. The Museum is not liable for the consequences of providing false or incorrect data by the User in the invoice form.
  5. The sale of Entry Passes for a tour with an Educator by third parties at a price exceeding the value indicated in the Price list or attempt of such a resale invalidates the Entry Passes without the right to refund for the cost of its purchase incurred by the Buyer.
  6. The sale of Entry Passes for tours without an Educator by third parties or attempts to sell them shall result in their annulment.

## **§ 7**

### **Collection and validity of Entry Passes**

1. Entry Passes ordered via the System should be printed or downloaded in electronic form to a mobile device. The Entry Pass contains a unique barcode of the reservation. It may also be collected at the Visitors Service Centre upon presentation of the reservation number.
2. The Museum is not liable for the consequences of making available data regarding the order to a third party and in particular, for the unauthorised collection or printing of the Entry Pass by a third party.
3. Entry Passes ordered via the System or collected at the Visitors Service Centre on the day of the

visit, along with sales document or the reservation number, entitles the holder to a single entry to the premises of the Museum, solely to participate in a Tour.

4. Entry Passes are documents authorising the holder indicated with a name and surname or the last four digits of a document confirming his/her identity to explore the Museum (concerning Entry Passes collected on the day of the visit at the Visitors Service Centre). In order to establish authorisation to enter the premises, the Museum verifies data on Entry Passes with data on the document confirming his/her identity presented upon entry. Data of visitors as well as data concerning the visit (type of visit, date, time and language) on Entry Passes must be compliant with data in the System. The Guardian of a minor without a document confirming his/her identity should obtain the relevant Entry Pass for his/her charge by providing their data, referred to in the preceding sentence. If the minor has a document confirming his/her identity, the guardian shall provide the minor's data and also give consent for its processing.
5. Concessionary Entry Passes for Guided Tours entitles the holder to a tour of the Museum upon presentation of a valid concession document before the Tour. In the absence of a document, the User is obliged to re-pay the fee for the Entry Pass without the right to a concession at the Visitors Service Centre. Consequently, the Buyer is entitled to a refund of the payment made for the concessionary Entry Pass purchased via the System - to the bank account from which the payment was effected, and in the case of purchase at the Visitors Service Centre - in the same form the payment was effected.
6. Only Entry Pass downloaded in accordance with point 1 will be considered as an authentic document. It is forbidden to interfere in any way with the downloaded Entry Pass. Entry Pass which are illegible or have been booked in violation of the Regulations or which are suspected of being counterfeit or falsified are invalid and do not entitle the holder to enter the Memorial Site and take part in the Visit.
7. The Museum bears no responsibility for Entry Passes that have been tampered with, damaged, lost or destroyed. Persons using such Entry Passes shall lose the right to enter the premises without any claims against the Museum.

## **§ 8**

### **Cancellation and change of Tour options**

1. Reservation of Entry Passes made using the System are subject to cancellation or changes, under the principles set out in this paragraph.
2. Buyers who have made a reservation for Entry Passes for Guided Tours are not entitled to withdraw

from the contract. Users or Buyers who have made a reservation for Entry Passes for Guided Tours or Entry Passes for persons visiting without an Educator are not entitled to change the reservation.

3. The Museum reserves the right to change the Tour date due to reasons beyond control of the Museum, in particular resulting from force majeure, security reasons and in the event of delegation visits or state ceremonies. In such a case, the User shall receive an e-mail from the Museum with a proposal for a new date of visit, and a request to confirm acceptance within 3 working days upon receipt of the message. Acceptance of the change to the reservation results in the cancellation of the original reservation and a refund of the full cost of the Entry Passes purchased, within 3 working days from receipt of the acceptance to the bank account from which the payment was effected, and to make a new reservation for the User, in respect of which the User is again obliged to pay for Entry Passes in accordance with the Price List in force on the day of the original reservation, within 3 working days from receipt of the acceptance. In the event of non-acceptance, the reservation is cancelled, and the User is entitled to a refund of costs incurred for the Entry Passes within 3 working days to the bank account from which the payment was made.
4. The Museum reserves the right to cancel the Tour or change the Tour option on the day of the visit, due to reasons beyond control of the Museum, in particular resulting from force majeure, security reasons or in the case of delegation visits or state ceremonies. In such a case, the Buyer is entitled to a refund for the purchased Entry Pass:
  - a. in the case of purchase via the System - within 3 working days, counting from the date of the visit to the bank account from which the payment was made.
  - b. in the case of purchase of Entry Passes at the Visitors Service Centre - on the day of purchase, in the same manner payment was made.

In the event of a change in the tour option, the Buyer is obliged to once again effect payment according to the Price List applicable on the date of the original reservation:

- a. for Entry Passes for Organised Groups - bank transfer within 7 days from the visit date or on the day of the visit at the Visitors Service Centre,
  - b. for Entry Passes for Guided Tours - on the visit date at the Visitors Service Centre.
5. The Museum reserves the right to cancel the Tour for reservations that are inconsistent with the applicable provisions, these Terms and Conditions as well as the Price List.
  6. A User who placed an order for Entry Passes for Organized Groups has the right to cancel the reservation by sending an e-mail to the address: [reservation.office@auschwitz.org](mailto:reservation.office@auschwitz.org). A return message with the confirmation of cancellation shall be sent within 5 working days upon receipt of the notification. Notification of cancellation within 5 working days preceding the Tour date, entitles

the User to a refund of costs incurred for the Entry Passes, within 3 working days of receipt of the acceptance for cancellation, to the bank account from which the payment was made. Where notification of reservation cancellation is made later than the date specified above, or in the absence of notification, the User is not entitled to a refund of the incurred costs.

7. A User who placed an order for Entry Passes for Organised Groups, at the latest 5 working days prior to the initially scheduled Tour date is entitled to change the tour option, i.e. hour, date, tour option, language or number of persons in the group (in accordance with sec. 11 of this paragraph), by sending an e-mail to the address: reservation.office@auschwitz.org. Changes to the reservation can only be made once and may involve changing some or all the Tour options mentioned above. The Museum is obliged to send a return message within 5 working days upon receipt of the message. Acceptance by the Museum of a change in Tour option or number of persons in the group resulting in a change in the Entry Passes will entail cancellation of the original reservation and refund of costs incurred for the Entry Passes within 3 working days upon receipt of the acceptance for a change in reservation to the bank account (provided during the reservation process) from which the payment was made, and effecting a new reservation on behalf of the User through the Museum, in respect of which the User is entitled to once again make payment according to the Price List applicable on the day of the new reservation, within 3 days upon acceptance of the change. In the event of an increase in the number of persons in the group, the availability of Entry Passes is subject to established security procedures in place at the Museum.
8. A User who has placed an order for Entry Passes for Organized Group has the right to change the reservation in the scope of the number of persons in the group on the day of the visit at the Visitors Service Centre, provided the change does not affect the number of previously reserved Educators. The accepted change by the Museum in the number of persons in the group resulting in a price change of Entry Passes, leads to the cancellation of the original reservation and refund of costs for the purchased Entry Passes within 3 working days from the day of the visit, to the account (provided during the reservation process) from which the payment was made, and effecting a new reservation for the User in respect of which the User is obliged to pay again for the Entry Pass on the day of visit at the Visitors Service Centre according to the Price list applicable on the day of the change.
9. A User who placed an order for Entry Passes for Organized Groups is entitled to change the tour language within 3 days before the scheduled visit. To this end, the User is obliged to inform the Museum by phone (numbers: +48 33 844 8099; +48 33 844 8100). The availability of a Tour in a given language is subject to the availability of an Educator in the chosen language. A change to a reservation no later than 5 days before the scheduled visit must be in accordance with sec. 7 of this

paragraph.

10. The Museum reserves the right to limit the possibility of making changes to the reservation, related to the refund of payment, i.e. change of tour option and number of persons to a maximum of 40 within a month, taking into account invoice details provided in the case of corporate entities, and in the case of natural persons, the e-mail address provided.
11. The Tour begins at the time indicated on the reservation confirmation. For organisational reasons, in particular, the time required for persons and luggage inspection, the Buyer should arrive at the Museum at least 30 minutes before the start of the Tour. Reporting at the Visitors Service Centre after the hour indicated on the reservation confirmation makes it impossible to participate in the Tour, and without the right to reimbursement for the incurred costs, unless a different hour is available on the same day for the booked Tour option. The User who ordered an Entry Pass for Organized Groups is entitled to the change specified above. The availability of a given Tour option at a different hour is subject to established security procedures at the Museum and the availability of an Educator in the chosen language.

## § 9

### **Personal data protection**

1. Making a reservation for Entry Passes with or without registration, the User or Buyer who is a natural person consents to the storage and processing of their personal data by the Museum in order to process the reservation, contact the User, Buyer or person appointed by the them, as well as to undertake all activities necessary for the operation of the System. The provision of data is voluntary, but prerequisite to the extent necessary to accomplish the indicated purposes.
2. As part of services for reservation and purchase of Entry Passes, as well as other information for Users and other interested persons, the Museum also provides information via telephone through the Visitors Service Centre.
3. The information referred to in sec. 2 is provided upon the consent of the caller to record the call, expressed by remaining on the telephone line after hearing the communique and - pursuant to article 4 item 11 in conjunction with article 7 sec. 1 of the GDPR. This consent to the processing of personal data by the Museum is voluntary and occurs in order to provide information, process orders, make necessary contact with the User, Buyers or a person designated by them and for any actions necessary for the functioning of the System. Personal data obtained during telephone conversations shall not be profiled.
4. The Administrator of data referred in sec. 1-3 is the Auschwitz-Birkenau State Museum with

registered seat in Oświęcim, No.20 Więźniów Oświęcimia Street, 32-603 Oświęcim, Poland.

5. In matters regarding the protection of personal data, please contact the Data Protection Officer appointed in the Museum via the e-mail address: [iod@auschwitz.org](mailto:iod@auschwitz.org) or at the registered address of the Data Administrator.
6. The processing period of the data mentioned is associated with purposes of their processing indicated in § 9 sec. 1-3. In view of the above, personal data will be processed for the period imposed by law on the data Administrator to store data or for the limitation period for possible claims, which requires access to data for investigation.
7. Data subjects have the right to access the content of their personal data, right to rectify, delete, as well as restrict its processing/right to withdraw their consent, and transfer data as well as to object to the processing of their personal data, subject to § 3 sec. 1. Data subjects are entitled under this paragraph to lodge a complaint to the supervisory body if they have reasons to believe that the processing of their personal data violates the GDPR.
8. Storage and processing of personal data received are carried out in compliance with the regulations specified in the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781, as amended), in the Act of 18 July 2002 on the provision services by electronic means (Journal of Laws of 2019, item 123, as amended) and the provisions of the GDPR. As regards personal data processed by the Museum, the policy of the GDPR available on the website <http://www.auschwitz.org/rodo/> is also binding.

## **§ 10**

### **Final provisions**

1. In all matters related to the sale or distribution of Entry Passes using the System or at the Visitors Service Centre not governed by these Terms and Conditions, as well as complaints, the Buyer should contact the Museum via e-mail to the address: [reservation.office@auschwitz.org](mailto:reservation.office@auschwitz.org). Complaints may be lodged no later than 14 days from the incident that is the reason for the complaint, except where the cause of the complaint lies with the payment operator. In the case described above, the complaint shall be forwarded to the operator for consideration in accordance with the applicable regulations available at: <http://www.payu.pl/pliki-do-pobrania/regulaminy-i-informacje>. The Buyer should indicate the following in the complaint: the subject of the complaint, the transaction number, e-mail address used for the reservation (if the reservation was made via the System) full name of the Buyer, the order number (pro forma invoice), price of the purchased Entry Passes, date of payment and the reason for the complaint. The Museum is not liable for inappropriately lodged complaints, in

particular for the provision of incorrect or false data by the Buyer.

2. Complaints shall be examined once by the Museum within 14 days from the date of receipt, except for situations where the reason for the complaint lies with the payment operator. In the case described above, the complaint shall be forwarded to the operator for consideration in accordance with the applicable regulations available at: <http://www.payu.pl/pliki-do-pobrania/regulaminy-i-informacje>; The Buyer shall be informed of the investigation of the complaint through a return message.
3. The Museum reserves the right to make amendments to these Terms and Conditions. The Museum is obliged to communicate each modification to the public on its website: [visit.auschwitz.org](http://visit.auschwitz.org).
4. These Terms and Conditions, the Reservation Form in the System, the Regulations for visitors and persons staying on the grounds of the Auschwitz-Birkenau State Museum, as well as the Price list for Entry Passes constitute an integral whole of the mutual obligations of the Museum and the Buyer.
5. All matters not regulated by these Terms and Conditions are governed by the provisions of the Polish law, in particular, the Civil Code, the Act on the Protection of Personal Data and the Act on Consumer Rights, as well as the GDPR.
6. The Terms and Conditions have been drawn up in two language versions: Polish and English. In case of any discrepancies between the language versions of the Terms and Conditions, the Polish version shall prevail.
7. Where the User is a consumer, all disputes arising from the application of these Terms and Conditions shall be resolved by the Polish common court with territorial jurisdiction according to the provisions of the Code of Civil Procedure. In other cases, disputes shall be adjudicated by the Polish common court with territorial jurisdiction over the seat of the Museum.

*(\*) The Terms and Conditions of reservations and purchases of Entry Passes shall apply to Entry Passes booked and purchased from 02.01.2020.*