

REGULATIONS FOR BOOKINGS AND ONLINE SALES
VIA VISIT AUSCHWITZ.ORG USING THE ONLINE SALES SYSTEM (valid from
March 1st, 2016)

§ 1

Definitions

Definitions adopted in these Regulations, generally bear the meanings specified below, except where the contents clearly indicate otherwise:

1. "Ticket" - hereafter "Entry Pass" - a document entitling you to Tour the premises of the Museum in various options - in accordance with the order confirmation received via electronic means. 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, in accordance with the visiting Regulations of the Auschwitz-Birkenau State Museum.
 - "Entry Pass for Guided Tours" – a document entitling to a paid visit 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.
2. "Museum" – Auschwitz-Birkenau State Museum in Oświęcim.
3. "Educator" – a person authorised by the Museum to provide content-related guidance during a tour of the Museum.
4. "Visitors Service Desk" – an information and ticket desk located on the premises of the Museum.
5. "Regulations"- Regulations for bookings and online sales via visit auschwitz.org, using the online sales system.
6. „System" - system of bookings and online sales via visit.auschwitz.org, of which the operator is the Museum.
7. "User" – any person who uses the System; a natural person (consumer), a business entity or any organizational unit making a booking.

8. "Tour" – a tour of the Museum, either with or without an Educator, individual or in a group, at a specified date and time.

§ 2

General Provisions

1. These Regulations apply to booking and provision of free Entry Pass for visitors without an Educator, as well as bookings and sales of Entry Pass for Guided Tours, and Entry Pass for Organized Groups with the use of the System.
2. By using the System, the user declares that he/she has read the provisions of this Regulation, the visiting Rules of the Auschwitz-Birkenau State Museum, and the Entry Pass Price list , available at the Museum's website: visit.auschwitz.org and has accepted its provisions.

§ 3

User Registration

1. A User who intends to book an Entry Pass may register in the System beforehand. Registration of an individual account accelerates the procedure of effecting subsequent bookings as all data are automatically filled out in the order form. The User has the right to access his/her data and edit them at any moment.
2. Failure to complete the registration procedure involves the need to provide the data necessary for processing the order every time in the order form.
3. Filling out the obligatory fields of the registration form is a prerequisite for completing the registration.
4. Every 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 means of sending a request to delete the account to the following e-mail address: reservation.office@auschwitz.org.
6. A User who intends to use the payment options when booking Entry Passes for Organized Groups that are purchased via the System by the User on its own behalf and for its own benefit, without any intermediary, in connection with its statutory educational and pedagogical activity (in particular: schools, orphanages, special

purpose schools and education centers, nursing homes) is obliged to fill out all required fields in the registration form (including required data on registration of educational and pedagogical centres given below the registration form), and in the "Name" field, enter 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, containing information on acceptance of the order for processing. The User shall receive an email message confirming or rejecting the registration within 5 working days.

7. Along with providing personal data the User who is a natural person consents to the processing of personal data by making a declaration with the following contents:

"In accordance with the Act of 29 August 1997 on the Protection of Personal Data (unified text: Journal of Laws of 2014, item 1182, as amended.) I consent to the processing of my personal data by Auschwitz-Birkenau State Museum as the data administrator, to the extent necessary for booking and online sale of Entry Passes.. Provision of data is voluntary, but necessary to make the booking; I have the right to access and correct the content of my personal data."

8. The Museum hereby informs that Personal Data of the User may be processed by the company Softcom Spółka jawna with its registered seat in Wrocław (Softcom Spółka jawna, Piotr Szuba, Tomasz Wierzbowski, al. Kasztanowa 18-20, 53-125 Wrocław), under an agreement for the outsourcing of personal data processing signed with the Museum in accordance with the Act of 29 August 1997 on the Protection of Personal Data (unified text: Journal of Laws of 2014, item 1182 with amendments), exclusively for the purpose and extent necessary to carry out the the IT maintenance of the System.
9. The Museum is not liable for the provision by the User of incorrect or false data in the registration form. This also applies to the sharing of individual account data with third parties and transactions carried out by unauthorized 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 irretrievable on the Internet due to reasons beyond the museum.

§ 4

Booking and purchase of the Entry Pass specified in § 1 sec. 1 (b) and (c)

1. Prices of the Entry Pass are specified in the Price list available on the Museum's website at: visit.auschwitz.org/cennik. 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.
2. The availability of the Entry Pass in the System is subject to security procedures established in the Museum and on the availability of an Educator in the chosen language. The availability of Entry Pass may be terminated at any time due to their depletion as a result of the abovementioned reason.
3. The Entry Pass for Guided Tours stop being available in the System 45 minutes prior to the beginning of the tour. The Entry Pass for Guided Tours on the day of the visit may be purchased at the Visitors Service Desk, provided that they are available.
4. The Entry Pass for Organised Groups stop being available in the System 5 days prior to the beginning of the Tour. From this moment on, the Entry Pass for Organized Groups may only be purchased via e-mail in accordance with sec. 5 (b) of this paragraph or on the day of visit at the Visitors Service Desk, provided that they are available.
5. The procedure of booking the Entry Pass for Organised Groups and the Entry Pass for Guided Tours occurs as follows:
 - a) in order to make a booking, select the Entry Pass which is the subject of the booking - wherein selection of the Entry Pass is tantamount to booking it for 30 minutes in the case of Entry Pass for Guided Tours and 3 days in the case of Entry Pass for Organised Groups, which should be paid prior to expiry, in accordance with sec. 7 of this paragraph. If the payment is not made within the above-mentioned time, the booking shall be automatically cancelled.

b) if the User is interested in purchasing the Entry Pass for organized groups 5 to 2 days prior to the planned date of visit, he/she should send an inquiry via email to the following address: reservation.office@auschwitz.org. Reservation in this form 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 booking 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 within the above-mentioned time, the booking is automatically cancelled.

c) automatic cancellation of the booking is tantamount to making the Entry Pass available once again for all Users of the System (subject to sec. 7 (d) of this paragraph); the User shall be informed of the cancellation via a message to the e-mail address provided by the User; in the event of payment made after cancellation of the booking, the amount shall be refunded to the User's account, from which the payment was made;

d) if the User is interested in purchasing the Entry Pass for Organized Group at another time or in another language/variant than that offered in the System, or with language translation, she/he should contact the Museum using the form available in the online panel - "Custom booking". The museum is obliged to send a reply message as to acceptance or lack thereof within 5 business days upon receipt of the request. e) in the case of requests for VAT invoices, the User should provide all information necessary to issue the invoice.

6. Placing an order and effecting payment in accordance with pt. 7 hereof is tantamount to concluding an agreement with the Museum regarding the purchase of the Entry Pass. Acceptance of the order by the Museum takes place after payment, by sending an email with the order confirmation to the e-mail address provided by the User, along with the proper sales document and the ordered Entry Pass.

7. Payment rules for Users:

a) payment for Entry Pass purchased via the System is made at the User's discretion, through electronic transfer or an online credit card payment, subject to sub-point b;

b) payments for the Entry Pass purchased with the use of the System are processed in the PayU system by PayU S.A. company with registered office in Poznań,

entered into the Register of Payment Services under the number IP1/2012, entered 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) By making payment through the PayU system, the User who is a natural person, consents to the processing of his/her personal data by a declaration with the following contents:

I consent for my personal data as the payer for the Entry Pass for a Tour with an educator at the Auschwitz Birkenau State Museum in Oświęcim to be transferred to PayU S.A with registered office in Poznań, as the data administrator (60-166 Poznań, Grunwaldzka 182), entered into the register of Payment Services under the number IP1/2012, entered 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 Registry under the NCR number 0000274399, and processed to the extent necessary for the processing of payment on behalf of the Museum, including name, surname, address and e-mail address. Submission of data is voluntary, but necessary to make payment; I am entitled to access the content of my data and to correct them”;

d) in the event of irregularities or unscheduled interruptions in the operation of the PayU system the User can make payment for the ordered Entry Pass at the Visitor Service Desk, provided the deadlines referred to in sec. 5 a or b of this paragraph are met.

8. Payment for the Entry Pass for Organized Group, purchased using the System by the User on its own behalf and for its own benefit, without any intermediary, in connection with its statutory educational and pedagogical activity (in particular: schools, orphanages, special purpose schools and education centers, nursing homes) occurs at the User’s discretion:
 - a) by means of electronic transfer or online credit card payment through the intermediary of PayU system or
 - b) traditional bank transfer - provided that the booking is made 14 days before the Tour date,

- wherein, in each cases the payment must be credited to the account of the Museum 7 days before the booked Tour date.
- 9. The Museum is not liable for any consequences connected with or resulting from irregularities in the operation of the bank, indicated by the User when making payment.
- 10. Bookings are processed in the order of payment until the number of Entry Pass is exhausted.
- 11. The Entry Pass remain a property of the Museum until the payment confirmation is recorded by the bank indicated by the User during payment.
- 12. 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.
- 13. The Museum reserves the right to temporarily suspend the online sales at any moment, due to technical reasons.
- 14. The Museum reserves the right to introduce a block during online booking - from one e-mail address, by limiting booking for a given date to maximum of 10 Entry Passes for a Guided Tour.
- 15. The Museum bears no responsibility for any consequences of providing false or incorrect data by the User in the order form.
- 16. The Museum bears no responsibility for any consequences of any changes to the User data necessary to complete the order being processed.

§ 5

Booking and provision of the Entry Pass for tours without an educator

1. The availability of the Entry Pass for tours without an educator in the System is dependent on security procedures in place at the Museum.
2. The Entry Pass referred to in pt 1 may stop being available at any time in the event that they are sold out.
3. Procedure of providing Entry Pass for tours without an educator:
 - a) in order to make a booking, the User shall select the Entry Pass provided,
 - b) acceptance of the booking for processing shall be automatically confirmed by an information sent to the e-mail address indicated by the User containing a confirmation of the order and the ordered Entry Pass.

4. The Museum reserves the right to introduce a block during online booking - from one e-mail address, by limiting booking for a given date to maximum of 10 Entry Passes for a Guided Tour.
5. The Museum reserves the right to suspend online provision of Entry Pass referred to in pt.1 hereof at any moment, due to technical reasons.

§ 6

Settlements

1. This paragraph applies to settlements related to the purchase of the Entry Pass for Guided Tours and Entry Pass for Organised Groups.
2. The Price of the Entry Pass referred to in pt. 1 are given Polish zloty and gross value.
3. Pursuant to the Directive of the Minister of Finance of 4 November 2014 on the exemptions from the obligation to keep records when using cash registers (Journal of Laws of 2014, item 1544 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 fiscal receipt.
4. In order to receive a VAT invoice, the User shall select the VAT Invoice option during the booking procedure and provide correct data necessary for issuing said invoice. By selecting the VAT Invoice option, the User consents to the sending of electronic VAT Invoices to the e-mail address provided during registration. The consent referred to in the preceding sentence does not prejudice the right of the Museum to issue and send invoices in paper form.
5. Any attempt to sell the Entry Pass at a price exceeding the value printed on Entry Pass, as well as any resale thereof, invalidates the Entry Pass without the right to reimbursement for the costs incurred in relation to its purchase.
6. The Museum bears no responsibility for the consequences of providing false or incorrect data by the User in the invoice form.

§ 7

Collection and validity of the Entry Pass

1. The Entry Pass should be printed or downloaded in the electronic form to a mobile device. The Entry Pass containing a unique code entitle to a one-time entry on the

premises of the Museum. It may also be collected at the Visitor Service Desk upon presentation of the booking code.

2. The Entry Pass may be collected or printed no sooner than upon receiving confirmation of the order to the e-mail address indicated in the form.
3. The Museum bears no responsibility for the consequences of providing false or incorrect data on the order to a third party and in particular, for the unauthorised collection or printing of the Entry Pass by any third party.
4. The Entry Pass, and, in the case of Organized Groups - the Entry Pass along with the sales document or booking number entitles to a one-time entry to the premises of the Museum exclusively to participate in a Tour.
5. The Entry Pass for Guided Tours with a discount entitle the holder to participate in a tour only upon presentation of a valid document entitling to the discount prior to commencement of the Tour. In the absence of the required document, the User is obliged to pay the price for the Entry Pass without a discount at the Visitor Service Desk, in which case the User is entitled to a refund for the Entry Pass purchased on discount to the account from which the payment was made. Potential risks related to the delay resulting from the above, defined in § 8 pt. 8 hereof shall be borne by the User.
6. An Entry Pass which is illegible, tampered with, damaged or destroyed is invalid and thus does not entitle to entry on the premises of the Museum or to participation in the Tour.
7. The Museum bears no responsibility for an Entry Pass, which has been tampered with, damaged, lost, destroyed or previously used.

§ 8

Cancellation and change of Tour variant

1. Bookings made using the System are subject to cancellation or change in the Tour option exclusively by the User and on the principles set out in this section.
2. The Museum reserves the right to change the Tour date due to reasons beyond the Museum, in particular resulting from force majeure, security reasons and in the case of delegation visits or state ceremonies. In such a case, the User shall be informed via a message sent to the e-mail address indicated in the order form. The User shall receive from the Museum a proposal of a new Tour data. The User is

obliged to inform the Museum of acceptance or non-acceptance of the new date in a return message within 3 working days upon receipt of the message. Upon expiry of the set date or in the event of a negative decision by the User, the booking is cancelled and the User is entitled to a refund for the purchased Entry Pass within 3 working days from the expiry of the date specified in the preceding sentence or upon receipt of a negative decision from the User, to the account from which the payment was made.

3. The Museum reserves the right to cancel the Tour or change the Tour option on the day of visit, due to reasons beyond the Museum, in particular resulting from force majeure, security reasons or in the case of delegation visit or state ceremonies. In such a case, the User is entitled to a full refund of the price for the purchased Entry Pass within 3 working days counting from the day of visit, to the account from which the payment was made. The User is obliged to once again pay for the Entry Pass on the day of visit or via a bank transfer within 7 days from the day of visit in the amount corresponding to the changed Tour option according to the Price list on the day of the original booking.
4. The reserves the right to cancel the Tour, in the case of breach of the applicable booking regulations, including the breach of this Regulation.
5. The User who placed an order for Entry Pass for Organized Groups is entitled to cancel the booking. To this end, the User should inform the Museum by sending an e-mail message to: reservation.office@auschwitz.org. A return message with the decision about the acceptance of the cancellation shall be sent within 5 working days upon receipt of the notification. Notification of cancellation within 14 days before the Tour date, entitles the User to receive a full refund of the purchased Entry Pass within 3 working days from the moment of receipt of the acceptance for cancellation, to the account from which the payment was made. Where notification of booking cancellation is made later than the date specified in sentence 4, or in the event of lack notification of the booking cancellation, the User is not entitled to a refund of the incurred costs.
6. The User who has placed an order for Entry Pass for Organized Groups is entitled to change the Tour option, i.e. hour, date, type of Tour, Tour language or number of persons in the group. In case of an intention to effect the above changes, the User is obliged to inform the Museum through an e-mail message to the address: reservation.office@auschwitz.org, no later than 14 days prior to the original

scheduled Tour date. Changes to the booking can only be made once and may involve changing some or all of the abovementioned Tour options. The Museum is obliged to send a return message about the decision to accept or reject the changes within 5 working days upon receipt of the message. In the absence of agreement between the User and the Museum, as to the requested change, the User is entitled to use only the original booking. The accepted change by the Museum in the Tour type or number of persons in the group resulting in a change in the price of the Entry Pass for Organized Groups, leads to the cancellation of the original booking and refund of the full price of the purchased Entry Pass no later than 3 working days from the receipt of the acceptance of the booking change, to the account from which payment was made, and to make a new booking for the User in respect of which the user is required to pay again the price for Entry Pass for groups according to the price List in force on the day of the new booking, within 3 working days from receipt of the acceptance of the requested change by the Museum.

7. A User who has placed an order for Entry Pass for Organized Groups, has the right to change the number of persons in a group on the day of visit at the Visitor Service Desk, provided this will not interfere with the number of previously reserved Educators. In the absence of agreement between the User and the Museum, as to the requested change, the User is entitled to use only the original booking. The accepted change by the Museum in the number of persons in the group resulting in a change of the Entry Pass for Organized Groups, leads to the cancellation of the original booking and refund of the full price of the purchased Entry Pass within 3 working days from the day of the visit, to the account from which the payment was made, and to make a new booking for the User in respect of which the User is obliged to pay again for the Entry Pass for Organized Groups on the day of visit at the Visitor Service Desk according to the Price list in force on the day of the change. In the event of increase in the number of persons in the group, the availability of the Entry Pass for Organized Groups is subject to established security procedures at the Museum.
8. The Tour begins at the hour indicated on the booking confirmation. For organizational and safety reasons, in particular the time required for personal and luggage inspection, the User should arrive at the Museum at least 15 minutes prior commencement of the Tour. Reporting at the Visitor Service Desk after the hour

indicated on the booking confirmation makes it impossible to participate in the Tour, without the right to reimbursement for the incurred costs, unless a different hour for the booked Tour type is available on the same day. The right to the abovementioned change is entitled to the User who ordered the Entry Pass for Organized Groups. The availability of a given type of Tour at a different hour depends on Museum safety procedures as well as the availability of an Educator in a chosen language.

§ 9

Protection of User Personal Data

1. By booking the Entry Pass with or without registration in the System, the User who is a natural person consents to the storing and processing of their personal data by the Museum in order to process the booking, contact the User or person appointed by the User, as well as to undertake all activities necessary for the operation of the System.
2. Storing and processing the acquired personal data is conducted in compliance with the regulations specified in the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2014, item 1182, as amended) and the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204).
3. The User who provides personal data during the registration procedure has the right to access or correct them. The Museum is the administrator of the personal data referred to herein.

§ 10

Final Provisions

1. In all matters related to the sale or distribution of Entry Passes with the use of the System not provided for herein, as well as in all matters related to complaints, please contact the Museum at the following e-mail address: reservation.office@auschwitz.org. The right to lodge complaints rests exclusively with the Users. Complaints may be lodged no later than 14 days of the event constituting the reason for the complaint, except where the cause of the complaint lies with the payment operator PayU. In the case described above, the complaint shall be forwarded to PayU for consideration in accordance with the applicable

regulation available at: <http://www.payu.pl/pliki-do-pobrania/regulaminy-i-informacje>. The User shall indicate the following in the complaint: the subject of the complaint, the transaction number, e-mail addressed used for the booking, full name of the buyer, the order number (pro forma invoice), price of the purchased Entry Pass, date of payment and the reason for the complaint, wherein the Museum is not liable for inappropriately lodged complaints and in particular for providing incorrect or false data by the User.

2. Complaints shall be examined once by the Museum within 14 days of their receipt , except for situations where the reason for the complaint lies with the payment operator PayU. In case described above, the complaint shall be forwarded to PayU for consideration in accordance with the applicable regulation available at: <http://www.payu.pl/pliki-do-pobrania/regulaminy-i-informacje>. The User shall be informed of the decision by means of a return message.
3. The Museum reserves the right to make amendments to the Regulations. The amendments shall enter into force at a date indicated by the Museum, no later than one month from the date of publication of the new Regulations at visit.auschwitz.org.
4. These Regulations, the Booking form in the System, Auschwitz-Birkenau State Museum Visitor Regulations and the Entry Pass Price list constitute an integral whole of the mutual obligations of the Museum, the User and the visitor.
5. All matters not regulated herein are governed by the provisions of the Polish law, including in particular the Civil Code, the Act on the Protection of Personal Data and the Act on Consumer Rights.
6. These Regulations are prepared in two language versions: Polish and English. In case of any discrepancies between the versions, the Polish version shall prevail.
7. Where the User is a consumer, all disputes arising herefrom shall be governed by the Polish common court with territorial jurisdiction according to the provisions of the Code of Civil Procedure. In other cases, the disputes shall be governed by the Polish common court having territorial jurisdiction over the seat of the Museum.