

## **TERMS AND CONDITIONS OF RESERVATIONS AND PURCHASES OF ENTRY PASSES (valid from 1.04.2022)**

### **§ 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 Museum and Memorial, 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;
  - d. "Entry Pass for Organised Groups – online tour" – a document entitling to a paid tour of the Museum premises with an Educator in organised groups of a maximum 30 visitors, purchasing Entry Passes as organised groups;
  - e. "Entry Pass for Guided Tours – online tour" - a document entitling to a paid tour of the Museum premises with an Educator in groups created by the Museum consisting of individuals visiting in groups of a maximum 50 visitors;
2. "Museum" - Auschwitz-Birkenau Museum and Memorial in Oświęcim, at No. 20 Więźniów Oświęcimia Street, 32-600 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, including "Entry Passes – Self Service Machine", where you can buy only Entry Passes for Guided Tours and Entry Passes for persons visiting without an Educator.
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 available only on the day of the visit.
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 Auschwitz-Birkenau Museum and Memorial, the Price List for Entry Passes and Principles for Visitors concerning the sanitary regime available at the Museum's website: [visit.auschwitz.org](http://visit.auschwitz.org) and at the Visitors Service Centre.
3. Subject to online tours, the Entry Pass is a document issued to a specific person entitling him/her to enter the Museum area. It contains the person's full name or the last four digits of the ID card (in the case of an Entry Pass collected or purchased at the Visitor Service Center). The Entry Pass is valid along with proof of identity of the person who holds it and it must be presented to authorized personnel upon entry to the Museum and at any request.

The only exceptions in this regard apply to minors in accordance with § 7 sec. 4 of these Terms and Conditions.

## § 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 art. 6 sec. 1(b) of the GDPR. The Data Administrator is Auschwitz-Birkenau Museum and Memorial 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 Auschwitz-Birkenau Museum and Memorial, 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.

2. The availability of Entry Passes in the System and at the Visitors Service Centre 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, including online 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 Tours with an Educator is as follows:
  - a. the reservation is active for 30 minutes for Entry Passes for Guided Tours and for 3 days for Entry Passes for Organized Groups; during this time, enter the names of the visitors and make the payment in accordance with sec. 7 of this paragraph. In the event of non-payment or failure to provide the above-mentioned details within the specified time the reservation will be automatically cancelled. After the introduction of the above-mentioned details, their change in the System only in relation to Entry Passes for Organized Groups is possible according to the principles described in § 8 items 7 and 8. The sales document with Entry Passes for visitors whose details were provided during the reservation process will be generated automatically and sent to the e-mail address provided by the User. If you purchase Entry Passes for Guided Tours at the Visitor Service Centre, please provide the names of visitors or the last four digits of the document confirming their identity (except for “Entry Passes – Self Service Machine”). After the entry of the above-mentioned details, it is not possible to change them in the System;
  - b. reservation is active for 30 minutes for Entry Passes for Guided Tours – online tour and for 3 days for Entry Passes for Organised Groups – online tour; during this time payment should be made in accordance with sec. 7 of this paragraph. In the event of failure to pay within the specified period, the reservation will be cancelled automatically. The sales document with Entry Passes for visitors will be generated automatically and sent to the e-mail address provided by the User.
  - c. in the event of purchasing Entry Passes for Organized Groups and Entry Passes for Organised Groups – online tour after the end of their availability in the System, not earlier than 5 days and not later than 2 days before the planned visit, send an inquiry to the following e-mail address: [reservation.office@auschwitz.org](mailto:reservation.office@auschwitz.org). Such a reservation method is only possible on working days, and on Fridays only until 9.00. If the selected date and type of visit are available, the User will receive an e-mail confirming the reservation; it is active for 3 hours from the moment of receiving the message; during this time, payment should be made via the link provided in the e-mail and the visitors’ details must be provided in accordance with item 5a; in the event of non-payment or failure to provide the above-mentioned details, the reservation will be automatically cancelled;
  - d. 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;
  - e. 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." The User making a reservation for a tour with an interpreter must provide an interpreter in the language in which the reservation was made, subject to availability of an Educator in the language spoken by the group. The Museum has the right to change the language of the tour also at the reservation stage. Information about ensuring an interpreter should be included in the reservation form, in the "Notes" field. The Museum has the right to withdraw from the agreement without reimbursing any costs if an interpreter is not ensured in the selected language. To facilitate reservations, it is also recommended to provide several options of dates, time and language in the "Note" field. The Museum sends a return message concerning the reservation of a tour on a given date maximum 5 working days from the receipt of the request. The Museum reserves the right to consider a maximum of 25 requests sent on one day by one User, considering the data provided for the purpose of issuing an invoice in the case of business entities, and in the case of natural persons – the e-mail address provided;

- f. 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 for a tour with an Educator and a link to the website to log in to an online tour using the individual number of the Entry Pass (bar code number) active 5 minutes before the online tour.
7. Payment Rules for Entry Passes for a tour with an Educator:
- a. 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); payment for Entry Passes purchased at the Visitors Service Centre may be made by payment card or cash on the day of the visit (except for "Entry Passes – Self Service Machine").
  - 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.
8. Payment for Entry Passes for Organized Groups and for Entry Passes for Organised Groups – online tour, 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 Museum reserves the right to introduce certain limitations with online purchases, i.e. when purchasing Entry Passes for Guided Tours and Passes for Guided Tours – online tour, up to six per day, by one User, without a need to introduce changes in the Terms and Conditions.
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 (except for “Entry Passes – Self Service Machine”), 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. Prices of Entry Passes are provided in PLN and are gross prices.
2. Pursuant to the Regulation of the Minister of Finance of December 16,2016 regarding exemptions from the obligation to keep records using cash registers (Journal of Laws of 2014, item 1544, as amended), sale of a ticket regarding online ordering and payment is not subject to fiscal treatment, therefore the User does not receive a fiscal receipt.
3. Possibility of receiving an invoice:
  - a. when purchasing Entry Passes at the Visitor Service Centre (it is not possible to receive an invoice from “Entry Passes – Self Service Machine”) – inform the cashier about this fact at the time of the transaction and provide the tax identification number; if you do not provide this information or your tax identification number, you will not be able to receive an invoice at a later date. In case of purchase of Entry Passes for Guided Tours the invoice shall be issued once to the data of User/Buyer for a particular day (according to Article 4(14));
  - b. when purchasing Entry Passes via the System upon prior registration:
    - i. check the “Invoice” option and provide correct data necessary for its issue. By selecting the “Invoice” option, the User agrees to sending invoices in electronic form to the e-mail address provided during registration. The consent referred to in the previous sentence does not exclude the Museum’s right to issue and send paper invoices to the Buyer’s address,
    - ii. provide the correct Tax Identification Number - failure to provide the Tax Identification Number results in the inability to issue a sales document in the form of a VAT invoice,
    - iii. the Buyer’s or Recipient’s details on the invoice must be consistent with the details of the User making the reservation and payment,

- iv. paper invoices will be sent to the Buyer's address, unless the User indicates a different mailing address;
- c. when purchasing Entry Passes via the System without registration:
  - i. request an invoice based on your receipt by sending an e-mail to the address: reservation.office@auschwitz.org, within three months of order confirmation,
  - ii. the Buyer's e-mail address must match the address provided during the reservation,
  - iii. provide the Buyer's address details and attach the previously received receipt,
  - iv. the Buyer's details must be consistent with the details of the User making the reservation and payment.
- 4. The Museum is not responsible for the consequences of providing false or incorrect data by the User in the invoice form.
- 5. Sale of Entry Passes referred to in sec. 1, by third parties, at a price higher than the one resulting from the Price List or an attempt to sell such products, shall result in the annulment of Entry Passes without the reimbursement of amounts incurred for their purchase.
- 6. The sale of Entry Passes for visitors visiting the Museum without an Educator by third parties or attempting 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. Entry Passes contain a unique barcode of the reservation.
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 Entry Passes by a third party.
3. Entry Passes ordered via the System or reserved and purchased at the Visitors Service Centre along with sales document or the reservation number, entitle the holder to a single entry to the premises of the Museum, solely to participate in a Tour.
4. Entry Passes for Guided Tours, Entry Passes for Organised Groups and Entry Passes for Tours without an Educator are documents entitling people specified by name and surname or the last four digits (concerning Entry Passes collected on the day of the visit at the Visitors Service Centre) of the document confirming their identity to visit the Museum. In order to allow entry to the Museum premises, the Museum verifies the details on Entry Passes with the details on the identity document presented upon entry. Details of the visitors and the visit (type of visit, date, time and language) on Entry Passes must be consistent with the details in the System. A guardian of a group of minors without identity documents, in order to purchase the appropriate Entry Pass for a dependant, provides his/her own details referred to in the previous sentence. If a minor has an identity document, the guardian provides the minor's details, simultaneously giving consent to its processing.
5. Concessionary Entry Passes for a Tour with an Educator entitle 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 Passes 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 Passes. Entry Passes which are illegible or have been booked in violation of the Terms and Conditions 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 Tour.
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. The individual Entry Pass number used to log in to an online tour, referred to in § 4 item 6 entitles only one person to participate in the Tour, i.e. the Buyer or a person for whom the Entry Pass was purchased. Therefore, allowing other people access based on the login is forbidden.

## **§ 8**

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

1. Reservation of Entry Passes made using the System are subject to cancellation or changes exclusively in relation to the type of Entry Passes and under the principles set out in this paragraph.
2. Buyers who have made a reservation for Entry Passes for a Tour with an Educator are not entitled to withdraw from the contract. Users or Buyers who have made a reservation for Entry Passes for a Tour with an Educator or Entry Passes for a Tour without an Educator are not entitled to change the reservation. The above also applies to online tours.
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 initial order 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 Passes:
  - 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 Tours - on the visit date at the Visitors Service Centre.

5. The Museum reserves the right to cancel the Tour in the case of reservations that are inconsistent with the applicable provisions, these Terms and Conditions as well as the Price List with no right to claim in this respect against the Museum.
6. A User who placed an order for Entry Passes for Organized Groups and Entry Passes for Organised Groups – online tour 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 (provided during the reservation) 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. The User who has ordered Entry Passes for Organized Groups and Entry Passes for Organised Groups – online tour, no later than 5 working days before the originally planned date of visiting, has the right to change:
  - a. visiting options including time, date, type, language, number of people in the group (in accordance with sec. 11 of this paragraph and provided that the details of visitors affected by the change are provided);
  - b. details of visitors (not applicable to online tour) covering not more than 10% of the maximum number of people in a group of up to 10/20/30 persons, respectively, by sending an e-mail to: [reservation.office@auschwitz.org](mailto:reservation.office@auschwitz.org).
  - c. A change in the reservation can be made only once and may consist in changing some or all of the above-mentioned visiting options and visitors' details (not applicable to online tour). The Museum is required to respond within 5 working days of receiving the message. The change of the visiting option or the number of people in the group resulting in the price of Entry Passes accepted by the Museum shall result in the cancellation of the original order and reimbursement of the costs of purchasing the Entry Passes within 3 working days of receiving the change of reservation acceptance to the bank account from which the payment was made, and activates a new reservation in accordance with the accepted changes, for which the User is obliged to pay as for a new order according to the Price List in force on the day of making the new reservation, within 3 days from the moment of acceptance of the change. If the number of people in the group increases, the availability of Entry Passes depends on the security procedures established at the Museum.
8. The User who has ordered Entry Passes for Organized Groups has the right to change the reservation at the Visitor Service Centre on the day of the visit including:
  - a. reducing the number of people in the group, provided that this change does not affect the number of Educators available. A change in the number of people in the group accepted by the Museum, resulting in a change in the price of Entry Passes, cancels the original order and causes reimbursement of the costs of purchasing the Entry Passes within 3 working days from the date of the visit to the bank account from which the payment was made, and activation of a new reservation, provided that the price for the new order is paid in accordance with the Price List in force on the day of making the reservation change;
  - b. details of visitors including not more than 10% of the maximum number of people in a group of 10/20/30 persons, respectively. Change of the above details is possible if they have not been previously changed.

- c. an increase in the number of people within one package, i.e. a group of 10/20/30 persons, respectively. Change of the above details is possible if they have not been previously changed.
9. A User who placed an order for Entry Passes for Organized Groups or Entry Passes for Organized Groups – online tour is entitled to change the tour language within 3 days before the scheduled visit. For this purpose, 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 working days before the scheduled tour 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.
12. The Buyer is entitled to a refund on the day of the visit for an unused Entry Pass for Guided Tours and an Entry Pass for Organized Groups only in the event of excess body temperature, in accordance with the body temperature measurement procedure described in the Regulations for visiting and staying at the Museum. Refunds should be requested by sending an e-mail to the following address: reservation.office@auschwitz.org (in the case of purchasing the Entry Pass on the spot, on the day of the visit, a scan of the sales document should be sent). A return message with confirmation of the reimbursement of costs for the reservation will be sent within 5 working days of receiving the notification. A request for a refund submitted within 14 working days from the date of the visit entitles to a refund of the costs incurred for the purchase of Entry Passes within 3 working days of receipt of the confirmation, to the account provided when making the reservation from which the payment was made.

## **§ 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 for the purpose of implementation of the order, contact with the User, Buyer or person appointed by 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 communicate 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, Buyer 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 Auschwitz-Birkenau Museum and Memorial with registered seat in Oświęcim, ul. Więźniów Oświęcimia 20, 32-600 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 Auschwitz-Birkenau Museum and Memorial, 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.
8. Consumers may obtain free assistance regarding their rights or any dispute between the Consumer and Seller by contacting a county (municipal) consumer ombudsman or social organisation with statutory tasks to protect consumers. Information for consumers is available on the website of the President of the Office of Competition and Consumer Protection ([uokik.gov.pl](http://uokik.gov.pl)).
9. The Consumer has access to online dispute resolution for consumer disputes via the EU online platform (ODR platform) at <https://ec.europa.eu/consumers/odr>. The ODR platform is a multilingual, interactive website for consumers and entrepreneurs seeking out-of-court settlement of disputes arising from distance sales contracts.