

INTERCONTINENTAL HOTEL WARSAW TERMS AND CONDITIONS OF ONLINE SALE OF TICKETS TO 2017/2018 NEW YEAR'S EVE PARTY

I. DEFINITIONS

1. **E-Form** means the form available on the website at <http://sylwesterwintercontinental.pl/>, to be used by the Buyer to make bookings.
2. **Hotel or InterContinental Hotel** means InterContinental Hotel located in Warsaw at ul. Emilii Plater 49.
3. **Consumer** means the Buyer being a natural person who enters into a legal transaction (agreement) with the Seller which is not directly related to the Buyer's business or professional activity.
4. **Buyer** means a natural person of legal age or a firm or a corporate body making a booking to enter into a sales agreement with the Seller. The Buyer being a natural person must enjoy full legal capacity to transact business.
5. **Terms and Conditions** mean these terms and conditions setting out the rules of buying tickets to the New Year's Eve Party to be hosted by the Seller on 31 December 2017 at the Platter by Karol Okrasa restaurant and at the DownTown restaurant at InterContinental Hotel.
6. **Seller** means Sienna Hotel sp. z o.o. with its registered office in Warsaw, address: 00-125 Warszawa, ul. Emilii Plater nr 49, registered in the Business Register of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number KRS 0000662897, Tax Identification Number NIP: 525-21-86-751, share capital of PLN 74,065,400.
7. **Payment System** means an electronic payment system owned by First Data Polska S.A. with its registered office in Warsaw, address: 00-807 Warszawa, Al. Jerozolimskie 92, registered in the Business Register of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number KRS 0000061293, Tax Identification Number NIP: 5260210429, share capital of PLN 120,150,500, processing payments for bookings of tickets to the New Year's Eve Party to be hosted by the Seller on 31 December 2017 at the Platter by Karol Okrasa restaurant at InterContinental Hotel.

II. GENERAL

1. These Terms and Conditions set out the rules of buying tickets to the New Year's Eve Party to be hosted by the Seller on 31 December 2017 at the Platter by Karol Okrasa restaurant and at the DownTown restaurant at InterContinental Hotel.
2. Tickets are sold by the Seller online at <http://sylwesterwintercontinental.pl/>, a website operated and managed by the Seller.
3. The ticket price is provided at <http://sylwesterwintercontinental.pl/>. The ticket price stated on the website and in the booking confirmation is inclusive of VAT charged in accordance with the applicable laws.
4. A single ticket entitles one person to enter and take part in the New Year's Eve Party. Tickets are personal. Tickets are verified once upon entry to the event; tickets are not reusable.

III. ONLINE TICKET BOOKING

1. To buy a ticket, the E-Form available at <http://sylwesterwintercontinental.pl/> must be completed with correct and up-to-date details, following the instructions provided on the site. Failure to follow the instructions or entering incomplete or incorrect data may lead to denial of processing the ticket purchase.
2. The booking will be processed only if the following conditions are met in addition to the correct and complete filling-in of the E-Form, in the order of precedence listed below:
 - (i) The Buyer acknowledges (by clicking the “Confirm Payment” button) that they are aware that the ticket booking involves the obligation to pay the ticket price; and
 - (ii) The Seller sends a booking confirmation to the email indicated by the Buyer in the E-Form; and
 - (iii) The Seller receives:
 - a) from the Payment System, a confirmation of payment of the ticket price, no later than within two days of booking, where payment is made in the Payment System.
3. Making a booking online at <http://sylwesterwintercontinental.pl/> is deemed to be an acceptance of these Terms and Conditions.

IV. PAYMENT FOR TICKETS

1. The Buyer can pay for the ticket booked online in the Payment System only:
 - (i) by one of the following credit cards: VISA, VISA ELECTRON, MASTERCARD, MAESTRO, AMERICAN EXPRESS, DINERS CLUB or JCB; or
 - (ii) by bank e-transfer; or
 - (iii) by a BLIK mobile payment.
2. Payment for a single booking must be made as a single full payment.
3. Payment must be made no sooner than after making a booking and no later than within one day of making a booking. If no payment is made by the set date, the booking will be cancelled and the Buyer will be notified by email sent to the Buyer’s email address stated in the E-Form.
4. The Seller accepts no liability for unavailability of the payment service due to a failure or faulty operation of the Payment System.

V. TICKET DELIVERY

1. The ticket may be issued as an electronic or paper ticket, at the Buyer’s choice.
2. After the Seller receives a confirmation of full payment for the ticket:
 - (i) an electronic ticket will be issued and sent in a .PDF file format immediately to the email address provided by the Buyer in the E-Form; or
 - (ii) a paper ticket will be issued and sent by mail to the address provided by the Seller in the E-Form, within __ business days of receipt of a payment conformation (the lead time does not include the time required for the postal operator to deliver the shipment to the Buyer).
3. The Seller accepts no liability for any delays in the delivery of an electronic ticket due to failure of the entities referred to in Section V.2 (ii) of these Terms and Conditions to meet their obligations.
4. The Seller accepts no liability for any problems with opening or printing an electronic ticket (a .PDF file) on the Buyer’s device.
5. An electronic ticket should be printed on white A4 size paper so that all printed text is legible and readable in the printout.

VI. COMPLAINTS

1. The Buyer can make a complaint about ticket booking. A complaint may be sent by email using the Contact section at <http://sylwesterwintercontinental.pl/> or to reservationsfb@ihg.com or in writing to the following address: ul. Emilii Plater 49, 00-125 Warszawa, Poland, including a reference to “NYE Party”.
2. The Buyer is required to indicate the reason for their complaint and state the transaction number of the transaction concerned.
3. Complaints will be handled within 14 days of receipt of a complaint by the Seller.

VII. NON-WITHDRAWAL

A Consumer is not entitled to withdraw from a distant sales agreement where such an agreement is made for non-residential accommodation, cargo transport, car rental, catering or leisure services or entertainment, sports or cultural events if the agreement sets the specific date or period of service (Article 38(12) of the Consumer Rights Act of 30 May 2014; consolidated text Dz. U. 2017, item 683).

VIII. PERSONAL DATA

1. The Buyer will provide their personal data to the Seller during the booking process. The Buyer’s data are provided on a voluntary basis. By filling in the booking E-Form, the Buyer gives their consent to the processing of their data solely for the purpose of processing the booking, including but not limited to buying tickets, invoicing and handling any complaints. Personal data shall be processed in accordance with the Personal Data Protection Act of 29 August 1997 (consolidated text Dz. U. [*Journal of Laws*] 2016, item 922). The Seller shall be the Data Controller. The Buyer may access and correct or supplement the data held about them.
- [2. The Buyer’s personal data may be transferred to the Payment System of First Data Polska S.A., only for the purpose and to extent necessary to process the payment.]

IX. FINAL PROVISIONS

1. The Seller reserves the right to amend these Terms and Conditions at any time, but all bookings made before the effective date of such amendments shall be governed by the previous provisions unless the Buyer agrees in writing to be bound by the amended provisions.
2. All matters not specifically provided for herein shall be governed by the applicable laws and regulations, including but not limited to the provisions of the Polish Civil Code and the Consumer Rights Act of 30 May 2014 (consolidated text Dz. U. [*Journal of Laws*] 2017, item 683).

These Terms and Conditions come into force and effect on 26 October 2017