Terms of PKiN View Terrace online ticketing

1. The online ticketing system is a free and automatic service for purchasing individual and group tickets. Payments are processed via DotPay (a payment service operated by Dotpay S.A., 30-522 Kraków, ul. Wielickiej 72).
2. The terms of using the online ticketing system are as follows:
3. the Buyer acknowledges these Terms of Use (implying a formal declaration of intent and creating valid obligations between the Buyer and ZPKiN sp. z o.o.) and the Terms of Use of 30th Floor View Terrace;
4. the Buyer checks the website for the closing times of the View Terrace;
5. the Buyer follows the online purchase process as described at www.pkin.pl and:
   a) provides details of the Buyer;
   b) selects a day and the quantity of tickets;
   c) verifies whether the entered data is correct;
   d) confirms the order to generate an e-mail about order processing by ZPKiN sp. z o.o.
6. The Buyer will pay the price for the purchased e-ticket(s). If more than one ticket was ordered, the prices of the respective tickets will be summed up. The total price will be specified in the order form which the Buyer fills in. After selecting the payment and delivery methods, the Buyer will be informed about the total price (order summary) before final confirmation is required.
7. All tickets available in the online system are subject to limitations in quantity and the Buyer will be notified about them at the time of purchase.
8. For an online purchase to be effective, the tickets need to be paid for by the Buyer within 15 minutes of purchasing. If a payment is not confirmed by the Buyer's bank within 2 hours, the order will be cancelled automatically. Orders can be placed 24 hours a day, seven days a week (all year round).
9. Ticket prices are expressed in Polish zlotys (PLN).
10. To receive a VAT invoice, the Buyer needs to mark the corresponding option when placing an order and give the correct details for such invoice.
11. According to the Minister of Finance regulation of 4 November 2014 on cash register exemptions (…) (Polish Official Journal, year 2016, item 1215), online sales of tickets under these Terms of Use are excluded from the “fiscal register” requirement and the Buyer will not receive a “fiscal” receipt.
12. ZPKiN sp. z o.o. is not liable for consequences of false data or misinformation in the order form.
13. ZPKiN sp. z o.o. is not liable for data transmission interruptions during the purchase process.
14. The online ticketing system enables purchasing a ticket valid for 12 months. ZPKiN sp. z o.o. reserves a right to end online ticketing at any time, without prior notice.
15. As the validity of the View Terrace tickets is extended up to 12 months, prior to arrival the user will need to check www.pkin.pl whether the View Terrace is open on a given date. Information about expected closing of the View Terrace will be posted at www.pkin.pl on 7 days in advance.
16. Impossible ticket purchase via the ticketing system does not mean that there are no tickets available from the PKiN ticket office.
17. All information about the purchase process will be transmitted electronically.
18. All special tickets (reduced fares, student tickets, Warsaw citizen tickets) which are purchased online require that a proof of special fare entitlement is demonstrated at the time of entering PKiN View Terrace, or else such ticket will be void.
19. A printed ticket or a ticket saved on a mobile device (smartphone, tablet, e-book reader) will be subject to verification prior to entering the View Terrace.
20. Unused tickets (invalidated) are non-refundable and cannot be re-booked.
21. All information about visiting the View Terrace, the pricelist, discounts, special offers, ticket office hours and other information are published at www.pkin.pl and can be obtained from PKiN Information Desk (tel. +48 22 656 76 00, e-mail: informacja@pkin.pl).
22. ZPKiN sp. z o.o. informs that in the case of an electronic ticket for the View Terrace, purchased for a specific date indicated on such ticket, the Buyer does not have the right to cancel the underlying agreement according to Article 38.12 of the Act of 30 May 2014 on rights of consumers (Polish Official Journal, year 2014, 827, as amended).
23. If purchasing via a foreign bank, the Buyer should consider bank fees and foreign exchange rates because a full payment for the ticket will be required within the time limit specified above in order for ZPKiN sp. z o.o. to process the order.
24. Having regard to the nature of the service, the tickets are provided in an electronic format (PDF) or as a multimedia message (MMS) to a mobile telephone. The Buyer does not bear any ticket delivery costs.
25. ZPKiN sp. z o.o. may refuse entry to and stay on the View Terrace by:
   a) persons under influence of alcohol;
   b) animals and pets, except for dogs guiding the disabled
   c) persons holding a baggage, such as carry-ons, handbags, shopping bags, tourist backpacks and boxes. This ban does not apply to women’s purses only. PKiN cloakroom does not store any baggage – it must be left in the paid lockers.
26. Refunds and exchanges of tickets which were purchased via the online system are possible in case of the View Terrace being closed down because of ZPKiN sp. z o.o. In such case, please contact us by calling at 22 656 77 40 or send a proof of purchase to: zarzad@pkin.pl (include subject: REKLAMACJA). PLN equivalent of the total purchased tickets will be refunded by wire transfer to the Buyer's account, which will be indicated in the e-mail. ZPKiN sp. z o.o. will not pay foreign exchange costs of transfers to foreign buyers.
27. ZPKiN sp. z o.o. will notify about closing of the View Terrace by posting such information at www.pkin.pl.
28. By registering in the online ticketing system the Buyer agrees for storage and processing of the Buyer's personal data by ZPKiN sp. z o.o. for the purposes of operation processing, contact with the Buyer and all other actions as may be necessary for operation of the ticketing system. All personal data received by ZPKiN sp. z o.o. during ticketing will be used in performance of the ticket sale agreement and, if the person disclosing such personal data agreed, for providing promotional information from ZPKiN sp. z o.o., subject to the requirements of the Polish Act of 29 August 2016 on protection of personal data (Polish Official Journal, year 2016, item 922, as amended) and the Act of 18 July 2002 on electronic provisioning of services (Polish Official Journal, year 2016, item 1030, as amended). Any personal data received will not be transmitted to third parties. Every person disclosing own personal data has the right to access it, edit and update it, according to the above Act on the protection of personal data. The personal data administrator is ZPKiN sp. z o.o.