

Terms and Conditions of Use of the TDV Ticket Store

Effective as of: 25 August 2026

I. General Provisions and Definitions

§ 1. Identification Details

1. The operator of the Service is **TDV MEDIA spółka z ograniczoną odpowiedzialnością**, with its registered office in Warsaw, Aleja Jana Pawła II 27, 00-867 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0001197225, NIP 5273184823, REGON 542862851, with a share capital of PLN 5,000, hereinafter referred to as "TDV".
2. TDV can be contacted by email at: hello@tdvticketstore.com
3. These Terms and Conditions set out the rules for using the Service, purchasing Tickets and Products, refunds, complaints, and the rights and obligations of the parties.

§ 2. Definitions

1. **Service** – the online platform operated by TDV at www.tdvticketstore.com.
2. **Purchaser** – a natural person or entity making a purchase through the Service.
3. **Participant** – a person using a Ticket and attending an Event, regardless of whether they are the Purchaser.
4. **Ticket** – a document in electronic form (in particular PDF, QR code or SMS) confirming the conclusion of a sales agreement and entitling its holder to participate in an Event.
5. **Event** – an event, concert, workshop or other event organised by the Organiser.
6. **Organiser** – the entity responsible for the organisation, conduct, safety and operation of the Event.
7. **Product** – a movable item offered for sale through the Service, in particular clothing, merchandise, accessories and supplements.
8. **Service Fee** – remuneration payable to TDV for the Service Provision.
9. **Service Provision** – a service consisting of providing the sales infrastructure, processing the payment transaction, and generating and delivering the Ticket.

II. Nature of the Service and Legal Relationships

§ 3. Cooperation Model

1. When purchasing a Ticket, the Purchaser enters into:
 - 1.1. an agreement with TDV for the provision of the Service Provision,
 - 1.2. an agreement with TDV for the sale of the Ticket as a document entitling the holder to participate in the Event,
 - 1.3. a separate agreement with the Organiser for participation in the Event.
2. TDV is not the organiser of Events and is not responsible for their conduct, quality, programme, safety or compliance with Participants' expectations.
3. The Organiser is solely responsible for the organisation, conduct and delivery of the Event.
4. The purchase of a Ticket is subject to:
 - 4.1. these Terms and Conditions,
 - 4.2. the terms specified in the description of the relevant Event,
 - 4.3. the Organiser's terms and conditions and the venue regulations, where these have been made publicly available.
5. The Ticket constitutes a document confirming the entitlement to participate in the Event granted by the Organiser and does not constitute a service involving the organisation or delivery of the Event.
6. The service consisting of organising and conducting the Event is provided exclusively by the Organiser.
7. TDV is responsible solely for the proper performance of the Service Provision, including in particular processing the Ticket sales process and delivering the Ticket to the Purchaser, and does not undertake to deliver the Event or guarantee that it will take place.
8. The Participant is required to comply with the Organiser's terms and conditions and the regulations of the venue in which the Event takes place.
9. In the case of Events for which the Service merely redirects users to an external sales system, TDV is not a party to the Ticket sales agreement. In such cases, the Ticket sales agreement is concluded directly between the Purchaser and the entity operating the external sales system, and TDV does not participate in the payment process or performance of that agreement. The rules governing sales, refunds, complaints and the processing of personal data in such cases are determined by the terms, conditions and policies applicable to the external sales system.

III. Purchase Process

§ 4. Conclusion of the Agreement

1. Tickets and Products are purchased through the Service.
2. Tickets and Products may be purchased within a single shopping cart; however, each such sale constitutes a separate agreement. Withdrawal from an agreement concerning a Product does not affect the validity of an agreement concerning a Ticket.
3. The Purchaser has 15 minutes to make payment from the moment the order process begins. After this period, the reservation expires.
4. The agreement is concluded upon successful confirmation of payment by the Paynow payment operator (mBank S.A.). Online payment services for payment card transactions are provided by Autopay S.A.
5. The button used to finalise the purchase is labelled “Order and Pay”.
6. TDV is not responsible for the consequences of the Purchaser providing incorrect information (email address, telephone number, correspondence address).
7. The fulfilment period for a Product order is specified alongside the relevant Product.
8. Available payment methods:
 - a) electronic bank transfers and mobile payments processed through the Paynow payment gateway (mBank S.A.);
 - b) payment cards: Visa, Mastercard, Visa Mobile, ApplePay, GooglePay.
9. Order fulfilment time:
 - a) in the case of the purchase of Tickets or payment by payment card or electronic bank transfer – the order fulfilment time (generation and delivery of the Ticket / commencement of preparation of the Product) is calculated from the moment positive payment authorisation is obtained;
 - b) where payment by traditional bank transfer is selected – from the date on which TDV’s bank account is credited.

10. Delivery costs and methods:

a) Tickets are delivered free of charge in electronic form (email, SMS, QR code, electronic wallet application);

b) Products are delivered within the territory of the Republic of Poland. The available delivery methods (e.g. courier delivery, parcel lockers) and their costs are indicated to the Purchaser during the order process before the order is finalised.

11. The Purchaser consents to TDV issuing and sending invoices and corrective invoices electronically to the email address provided when placing the order, in accordance with Article 106n of the Polish Act on Goods and Services Tax.

§ 5. Delivery and Types of Tickets

1. Tickets are delivered in the form specified for the relevant Event, in particular as:
 - 1.1. a PDF file sent to an email address,
 - 1.2. a QR code,
 - 1.3. an SMS message,
 - 1.4. a ticket in a format that can be added to an electronic wallet (e.g. Apple Wallet / Google Wallet),
 - 1.5. a collector's ticket (where such an option is available).
2. Tickets may be personalised or bearer tickets, as specified for the relevant Event.
3. Personalised Tickets may be subject to identity verification upon entry.
4. The number of Tickets available within a single order may be limited.
5. Tickets may not be resold at a price higher than the purchase price or used for commercial purposes without the consent of TDV or the Organiser. A breach of this provision may result in the Ticket being invalidated without the right to a refund.

IV. Prices and Service Fee

§ 6. Payment Rules

1. The Ticket price is determined by the Organiser.
2. The Product price is determined by TDV.
3. The Service Fee is added exclusively to Tickets and is displayed as a separate item in the shopping cart and on the sales document.

§ 7. Nature of the Service Fee

1. The Service Fee constitutes remuneration for the Service Provision, including operation of the sales system, payment processing and delivery of the Ticket.
2. The Service Provision is fully performed when the Ticket is generated and delivered to the Purchaser in the form specified for the relevant Event (e.g. email, SMS, electronic wallet).
3. The Purchaser consents to the Service Provision being performed before the expiry of the withdrawal period and acknowledges the loss of the right of withdrawal in this respect (Article 38(1) of the Polish Consumer Rights Act).
4. Subject to § 9, the Service Fee is non-refundable, as it constitutes remuneration for the Service Provision, which is fully performed upon delivery of the Ticket, regardless of the subsequent delivery of the Event.

V. Ticket Refunds and Liability

§ 8. No Right of Withdrawal

Pursuant to Article 38(12) of the Polish Consumer Rights Act, the Purchaser does not have the right to withdraw from a Ticket sales agreement relating to an Event taking place on a specified date.

§ 9. Cancellation of an Event

1. If an Event is cancelled or its date or location is materially changed by the Organiser, the Purchaser is entitled to a refund of the full amount paid, including the Ticket Price and the Service Fee charged.
2. The Organiser bears sole responsibility for the cancellation of the Event or a change to its date/location and for securing the funds necessary to provide refunds to Purchasers.
3. TDV handles the technical and operational processing of refunds to Purchasers on behalf of the Organiser. Refunds are made using funds provided for this purpose by the Organiser or retained by TDV as part of its settlements with the Organiser.
4. Refunds are made without undue delay after the appropriate funds have been provided by the Organiser, using the same payment method used by the Purchaser, unless the Purchaser expressly agrees to another method of refund.
5. Subject to paragraph 1 above, the Service Fee is non-refundable in the event of a voluntary Ticket refund by the Purchaser (where these Terms and Conditions or the Organiser provide for such a refund option), as remuneration for the Service Provision fully performed by TDV with the Purchaser's express consent before the expiry of the withdrawal period.

§ 10. Complaints Concerning the Sales Process

1. Complaints concerning the Ticket purchase process (in particular failure to deliver a Ticket, technical errors or incorrect calculation of fees) should be submitted to: hello@tdvticketstore.com
2. A complaint should include at least the order number and a description of the reported issue.
3. TDV will consider the complaint within 14 days of receiving it.
4. Complaints concerning the organisation or conduct of an Event are handled by the Organiser as the entity responsible for its delivery and should preferably be submitted directly to the Organiser. TDV may forward such a complaint to the Organiser for consideration.

VI. Products

§ 11. Right of Withdrawal

1. A consumer who is a Purchaser has the right to withdraw from a Product sales agreement within 14 days of receiving the Product, without giving any reason, by submitting a statement of withdrawal from the agreement. A model withdrawal form is attached as Appendix No. 1 to these Terms and Conditions.
2. The cost of returning the Product is borne by the Consumer.
3. It is recommended that the Product be returned in its original packaging and in a manner ensuring safe transportation.
4. The address for returning the Product will be provided to the Consumer after notification of withdrawal; TDV may provide a shipping code (e.g. for use with a parcel locker).
5. The payment will be refunded without undue delay and no later than 14 days from the date on which the statement of withdrawal from the agreement is received; however, TDV may withhold the refund until it has received the Product or proof that the Product has been returned.
6. The right of withdrawal does not apply to Products supplied in sealed packaging (in particular supplements) where the packaging has been opened after delivery – for reasons of health protection and hygiene.
7. The Consumer is liable for any reduction in the value of the Product resulting from its use beyond what is necessary to establish the nature, characteristics and functioning of the Product.
8. Where it is necessary to refund funds for a transaction made by the Purchaser using a payment card, TDV will make the refund to the bank account associated with the Purchaser's payment card or using the same payment method used by the Purchaser, unless the Purchaser has expressly agreed to another refund method that does not involve any costs for the Purchaser.

§ 12. Complaints – Lack of Conformity with the Agreement

1. TDV is liable for any lack of conformity of the Product with the agreement existing at the time of delivery and disclosed within two years from that time.
2. In the event of a lack of conformity, the Purchaser may request repair or replacement of the Product.
3. TDV may replace the Product where the Purchaser requests repair (or vice versa) if the chosen method of bringing the Product into conformity is impossible or would involve excessive costs.
4. If repair and replacement are impossible, excessively costly, or TDV has failed to bring the Product into conformity, the Purchaser may request a price reduction or withdraw from the agreement.
5. Complaints should be submitted to: hello@tdvticketstore.com, together with a description of the defect and – where possible – a photograph of the damage.
6. TDV will respond to the complaint within 14 days of receiving it.
7. If the complaint is accepted, TDV will cover the costs associated with bringing the Product into conformity with the agreement, including the cost of returning it.
8. TDV's liability does not cover lack of conformity resulting exclusively from improper use of the Product by the Purchaser, normal wear and tear, or damage occurring after delivery of the Product, in particular as a result of use contrary to the instructions or manufacturer's recommendations.

VII. Technical and Final Provisions

§ 13. Service

1. Use of the Service requires a device with Internet access and an up-to-date web browser with cookies and JavaScript enabled.
2. TDV has the right to temporarily suspend operation of the Service for technical reasons.
3. It is prohibited to provide unlawful content, in particular content that violates the law, accepted standards of conduct or system security.
4. Use of the Service for browsing content is free of charge.

§ 14. Amendments to the Terms and Conditions

1. TDV may amend these Terms and Conditions, in particular in the event of changes to applicable law, its business model, the Service's offering or the manner in which services are provided.
2. Amendments to the Terms and Conditions are published through the Service together with the date on which they enter into force.
3. Amendments to the Terms and Conditions do not affect rights acquired before they enter into force.

§ 15. Personal Data, Governing Law and Disputes

1. The rules governing the processing of personal data are set out in the Privacy Policy available through the Service.
2. Agreements concluded pursuant to these Terms and Conditions are governed by Polish law.
3. Consumers may use out-of-court methods of handling complaints and pursuing claims (e.g. through a Consumer Ombudsman or the ODR platform: <https://ec.europa.eu/consumers/odr>).

APPENDIX NO. 1: MODEL WITHDRAWAL FORM

Addressee: TDV MEDIA sp. z o.o., Aleja Jana Pawła II 27, 00-867 Warsaw

Email address (recommended method for submitting the statement):
hello@tdvticketstore.com

Statement of Withdrawal from the Agreement

I hereby give notice of my withdrawal from the sales agreement concerning the following Products:

1. Product name / product number (if provided in the order):
_____ Quantity: _____ Size (if applicable): _____
2. Product name / product number (if provided in the order):
_____ Quantity: _____ Size (if applicable): _____

Reason for return (optional): _____

Date of conclusion of the agreement (purchase date): _____

Order number: _____

Consumer's first and last name: _____

Consumer's address: _____

Please refund the payment using the same method by which the payment was made, unless otherwise agreed.

If the refund is to be made using another method, please indicate the preferred method:

Consumer's signature (only if this form is submitted in paper form)

Date: _____