

**Gift Voucher of the Podlasie Opera and Philharmonic – European Art Centre**

**TERMS AND CONDITIONS**

1. The terms used in these Terms and Conditions shall have the following meaning:

- a) **Issuer or Opera** – Podlasie Opera and Philharmonic – European Art Centre in Białystok, Odeska 1, 15-406 Białystok,
- b) **Gift Voucher** – voucher and its monetary value, which together constitute an electronic retail voucher; the Gift Voucher is redeemable by its Holder at the Opera's box office and may be topped up multiple times throughout its validity period. The Gift Voucher is a document that allows its Holder to purchase tickets to selected artistic events organized by the Opera,
- c) **Buyer** – person obtaining a Gift Voucher from the Issuer against payment of an amount equal to the Gift Voucher value made at the Opera's box office,
- d) **User** – holder of a Gift Voucher who redeems it at the Opera's box office.

2. The Buyer is authorized to receive a Gift Voucher from the Issuer (together with the funds stored there, in the amount declared by the Buyer – no less, however, than PLN 50.00), which the Buyer may then redeem at the Opera's box office. The Buyer obtains the Gift Voucher against payment of an amount equal to the Voucher value made to the Issuer. The User may redeem the Gift Voucher at the Opera's box office throughout the Voucher's validity period. In the event the Gift Voucher value is not spent prior to its expiry date, the User may not demand a refund from the Issuer.

3. Funds transferred by the Buyer in line with item 2 above shall become the property of the Issuer as soon as the Gift Voucher is issued.

4. The Gift Voucher value expressed in Polish zloty (PLN) shall be equal to the value of funds transferred when purchasing the Voucher.

5. When the User buys tickets to a selected artistic event organized by the Opera by redeeming the Gift Voucher, the admission fee will be debited from the Gift Voucher value.

6. The tickets purchased with the Gift Voucher may not be changed or returned, with the sole exception of a case when the Opera cancels the event that the tickets had been bought to. This does not violate the consumer rights according to the art. 38 p. 12 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended). The rest of the purchased goods may be returned only if the generally applicable regulations apply.
7. The Gift Voucher may not be redeemed for funds, including cash. In the case when the Opera cancels the event that the tickets had been bought to, the owner of said tickets shall report the return in the Opera's box office not later than 30 days since the date of the event in order for the right to the refund to be valid. The refund of the amount equal to the tickets value, based on the delivery of the tickets and the bill of sale (receipt, invoice), will be credited to the User's Voucher, with the expiry date set to 12 months since the day of the refund. The previous sentence applies respectively to other goods purchased with the Gift Voucher.
8. The Issuer offers Gift Vouchers with the following values:
  - a) PLN 50.00
  - b) PLN 100.00
  - c) PLN 150.00
  - d) PLN 200.00
  - e) PLN 250.00
  - f) PLN 300.00
  - g) PLN 350.00
  - h) PLN 400.00The Opera Manager may modify the available Gift Voucher values before and during the artistic season.
9. Gift Vouchers with the collected funds are valid for 12 months from date of purchase.
10. The Gift Voucher Buyer receives a voucher with a bar code and number, which is non-returnable and becomes the Buyer's property.

11. Gift Vouchers may only be obtained by the Buyer at the Opera's box office.
12. The Opera is not liable for Gift Vouchers that have been lost (or damaged) after being issued to the Buyer.
13. The Opera does not verify the identity of the Buyer with the one of the Gift Voucher User. Redeeming a Gift Voucher by its User shall constitute a valid transaction even if the Voucher has been obtained by the User in an unauthorized manner.
14. In the event the Gift Voucher is lost, damaged or stolen, the User may not pursue any claims against the Issuer.
15. The User redeems a Gift Voucher by presenting it to a box office employee. The employee then debits the price of the purchased goods from the Voucher.
16. The Issuer shall inform the User that the Gift Voucher:
  - a) may not be redeemed for funds, including cash,
  - b) has an expiry date, after which it may not be redeemed,
  - c) may not be returned.
17. When the Gift Voucher value is spent, the User shall pay the outstanding part of the price of the purchased goods at the Opera's box office, by cash or by card.
18. The User may check the Gift Voucher balance in the Opera's box office at Odeska 1 or calling +48 85 306 75 04/06 after giving the voucher's card number.
19. The Issuer may refuse to redeem a Gift Voucher in the event it is technically impossible to do so, in particular: if it is impossible to connect to the Issuer's IT system or the Gift Voucher is damaged to such an extent that it is impossible to read the data stored on it.

20. The User shall comply with the rules and regulations in place at the Opera, including the Terms and Conditions of Ticket Booking and Sales at the Opera, subject to the provisions of these Terms and Conditions.
21. The User shall familiarize themselves with the Terms and Conditions of Gift Voucher Sales.
22. The issue of a Gift Voucher shall not constitute a sales transaction subject to value-added tax (VAT) within the meaning of the tax regulations in effect. Upon the Buyer's request, the issue of a Gift Voucher may be documented with a bookkeeping note. The User receives a receipt from the Issuer after buying a ticket with the Gift Voucher.
23. The Gift Voucher is not an electronic paying instrument or an electronic payment card within the meaning of legal regulations in effect.
24. The Gift Voucher is an electronic retail voucher.
25. In all matters not regulated in these Terms and Conditions, the retail voucher regulations shall apply.