

## **TERMS AND CONDITIONS GOVERNING THE RENDERING OF ELECTRONIC SERVICES THROUGH THE FAIRPLAYREGISTER.COM ver. 1 (01.07.2020)**

### **I Definitions**

Terms used in these terms and conditions shall mean:

1. **Customer** - any legal or natural person having the capacity to perform legal acts and that places an Order via the store. In the case of conclusion of Contract of sale by a person with limited legal capacity a confirmation of Contract of sale made by statutory representative in writing is required.
2. **Owner of the Website** - an entrepreneur responsible for the Service is Karol Niecikowski Fair Play Art registered in Business Activity Central Register and Information Record, maintained by the competent minister of economy as well as in the Central Register of Tourism Organizers and Intermediaries under the number 04/12. Address and contact details: al. Tysiąclecia Państwa Polskiego 10, lok. 137, 15-111 Białystok, Taxpayer Identification Number(NIP): 7191447513, Business Identification Number(REGON): 200409875. Any enquiries and complaints can be sent to: info@fpdancecamp.com. The Owner reserves the right to provide the system to other entities (Sellers), who carry the sale on their own account.
3. **Seller** - the Owner of the Website or any other entity who has been authorized by the Owner of the Website (under the separate agreement with the Owner of the Website) to sale the products or services on its own account or via the Website. As of 01.07.2020 the Sellers are:
  - a. **Karol Niecikowski Fair Play Art** registered in Business Activity Central Register and Information Record, maintained by the competent minister of economy as well as in the Central Register of Tourism Organizers and Intermediaries under the number 04/12. Address and contact details: al. Tysiąclecia Państwa Polskiego 10, lok. 137, 15-111 Białystok, Taxpayer Identification Number(NIP): 7191447513, Business Identification Number(REGON): 200409875.
  - b. **Dance Events s.c.** Wojciech Blaszkowski, Karol Niecikowski, listed in the Central Registration and Information on Business managed by the minister in charge of economy. Address and contact details: al. Tysiąclecia Państwa Polskiego 10 lok. 137, 15-111 Białystok VAT ID: 542323117 National Business Registry Number: 368340587,
4. **Package** - range of services presented on the Website that is the subject of Contract of sale concluded through the Website. The Seller indicated in particular Contract of sale is responsible for services included in the Package (descriptions of packages are available on the Website).
5. **Regulations** - these Regulations governing the rendering of electronic services through the fairplayregister.com.
6. **Website (or store)** - website available at the fairplayregister.com address, through which the Customer may conclude contracts on rendering tourist services, purchase tickets to events, dance workshops;
7. **Contract of sale** - a contract of sale of Packages concluded via the Website between the Seller and the Customer (including also a Contract of sale of camp Packages as a tourist service within the meaning of The Act on Tourism Services concluded via the Website between the Tourism Organizer and the Customer.
8. **Personal Data Protection Act** - The act of 29 August 1997 on the protection of personal data (consolidated text in Polish Journal of Laws of 2016, item 992)
9. **Consumer Rights Act** - The act of 30 May 2014 on the consumer rights (Journal of Laws of 2017, item 683, as amended). Act of electronic service - the act of 18 July 2002 (consolidated text of Polish Journal of Laws 2017, item 1219).
10. **Act on Tourism Services** - the act of 29 August 1997 on tourism services (consolidated text of Polish Journal of Laws of 2017, item 1553).
11. **Order** - shall mean the declaration of will of the Customer that leads to the conclusion of the Contract of sale and determines the kind and number of Packages.

### **II. General provisions**

1. These Terms and conditions set out the terms of use of the Website available at fairplayregister.com, in particular, the rules of conclusion of Contracts of Sale with the use of services provided by the Website.
2. These Terms and conditions shall mean the regulations specified in Section 8 of the Act on Rendering Electronic Services;
3. Website is run by the Owner. The Owner of the Website stipulates that the sale on the Website is carried by the Owner of the Website and the Sellers cooperating with the Owner
4. Using the Website is subject to the condition that the ICT system that the Customer uses meets the following minimum technical requirements:
  - a. Internet Browser: Internet Explorer version 9 or higher (recommended 10+), Chrome version 25 or higher, Mozilla Firefox version 20 or higher, Opera version 12.14 or higher, Safari version 5.1 or higher.
  - b. Internet browser should have the use of JavaScript enabled and support HTML5 and CSS3
5. In order to use the Website the Customer should acquire the access to computer or device with internet access by himself.

6. The Customers shall have free access to these Regulations at all times by clicking the link placed on the Website as well as the right to download and print it.
7. Information about Packages given on the webpages of the Store, in particular their descriptions, specifications and prices are an invitation to conclude a contract within the meaning of art. 71 of the Civil Code.

### **III Risks and liability**

1. The Owner of the Website indicates that the use of electronic services involves risks typical for the Internet environment, such as:
  - a. spam,
  - b. viruses,
  - c. trojans,
  - d. hacker attacks.
2. The Owner of the Website undertakes actions aiming at the elimination of risks referred to in paragraph. 1, in particular by:
  - a. controlling the files stored on the server with antivirus software that also detects malware and actions of third parties,
  - b. prevention of spam spreading.
3. The Owner of the Website and the Sellers are not liable in particular for:
  - a. any damage to the User of the Website caused by improper data reading or writing as well as incorrect webpage loading.
  - b. the content of ads placed on the Website
  - c. spam, viruses, trojans and other risks connected with the Internet environment,
  - d. the interruptions in functioning of the Website arising from causes beyond the control of the Owner of the Website, in particular for technical reasons, such as: maintenance, replacement of equipment, inspection, nor the reasons caused by force majeure, especially: strikes, war, flood, fire, etc.;
  - e. the damage caused by the actions of Website user that do not comply with these Regulations or with the generally applicable law, as well as the damage caused by improper use of the Website;
  - f. damages resulting from the use of the data and information that the Website contains by its users.

### **IV Copyrights**

1. Text and graphic materials as well as the IT solutions that the Website contains are protected by law, in particular by the provisions of the Act of 4th February 1994 on Copyright and Related Rights (Journal of Laws No. 24, item 83, as amended).
2. The Owner of the Website gives consent for browsing the webpages of the Website, printing and copying fragments of the Website solely for the personal use of the Website user.
3. The Website, as well as its individual elements cannot be modified, copied, distributed and published for commercial purposes, unless the Owner has given his written consent, subject to paragraph 2.
4. By proceeding to use the Website, the user of the Website shall be fully responsible for the infringing behavior as well as any damage caused by such conduct, including third parties.
5. All trademarks and business names used on the Website are owned and/or restricted by their owners and are used for informational purposes only, which is not to be construed as granting any license or right to use them.

### **V Personal data protection**

1. The controller of personal data is Karol Niecikowski Fair Play Art with offices at Białystok (the Owner of the Website).
2. The Owner of the Website as a data controller declares that the personal data entrusted to it are protected under the Personal Data Protection Act so as to prevent unauthorized access.
3. The Owner of the Website as the data controller stipulates that the personal data of Customers will be processed in order to execute the Contract of sale and can be made available for the Sellers and other entities, including the insurance company, bus transport operators, hotels and contractors.
4. The Owner of the Website as the data controller declares that Customer data will be processed for the marketing purposes, subject to the Customers appropriate consent.
5. Filling the Order form by the Customer on the Website is equivalent to consent for storage and processing of personal data in order to carry out orders and possible complaints.
6. The Customer has the right to access, correct and remove his personal data.

### **VI Website Terms of Use and procedure for conclusion of Contract of sale**

1. The Website allows conclude Contracts of sale in accordance with the procedure described in detail in the Terms of Participation of each Package available on the Website.
2. The Owner may deprive the Customer of the right to conclude Contracts of sale with immediate effect in case of violation of the Regulations by the Customer, especially if the Customer:
  - a. filled the registration form on the website with untrue, invalid, misleading or inaccurate data, or data that violates the rights of third parties,
  - b. infringed via the Website the personal interests of third parties, in particular the personal interests of other Customers of the Website,
  - c. commits some other activities which will be considered by the Sellers as inconsistent with the valid laws and general rules of using the Internet or in any way jeopardize the good name Sellers.

3. In order to ensure the security of transmission of messages and data concerning services provided, the Website takes technical and organizational means that comply with the threats to the services provided, especially the means which aim to prevent gaining and modifying personal data by unauthorized people.
4. Customer is in particular obliged to:
  - a. not provide or pass contents which are forbidden by legal rules, for example contents which promote aggression, infringe or slander personal interests and other rights of third parties,
  - b. use the Website in a way that does not interfere in its functioning, in particular by using specific software or devices,
  - c. not undertake such activities as: sending and placing unsolicited commercial information (spam) on the Website,
  - d. use the Website in a way that is not strenuous for other customers and for Sellers,
  - e. use all the content of the Website for his/her own, personal use.
  - f. use the Website in a way that is in accordance with Polish law, Regulations and general rules of using the Internet.

#### **VII Prices and methods of payment**

1. Sellers provide a way to purchase Packages in one of two currencies: Polish zloty (PLN), euro (EUR), according to prices specified in the offer on the Website. The currency of the purchase is chosen by the Customer. Prices include all the components, including VAT and custom.
2. The customer has 2 methods of payment at disposal:
  - a. payment by a card through an automated payment system online Przelewy24. The Regulations of Przelewy24 system is available on the <http://www.przelewy24.pl/regulamin.htm>. Choosing card payment is equivalent to accepting aforementioned Regulations. Each of the Sellers provide payment method by card, based on separate individual Contract with Przelewy24. Payment by card may be not available in some countries or card payments systems.
  - b. transfer to the proper bank account number provided in the transaction confirmation.
3. Price of the product shown on the Website may change, especially in case of significant changes of exchange rates. After placing an Order, the price included in the Order is binding and will not change regardless of the subsequent price changes on the Website.
4. Sellers are not responsible for difficulties related to incorrect operation of Przelewy24 system.
5. The Seller indicated in the particular Contract of Sale of the Package is responsible for processing the order and the payment .

#### **VIII The right to withdraw from the Contract, complaints, liability of the Parties.**

Detailed conditions for withdrawal from the Contract of sale, complaints concerning Packages, substitute benefits and possibility to cancel the event by Seller are determined in the Terms and conditions of each event, available on the Website.

#### **IX Complaints concerning rendering electronic services**

1. Sellers undertake actions so that the Website functions properly in a range that results from the actual technical knowledge, and commits to remove - in a reasonable time - all the irregularities reported by Customers.
2. Customer can report the irregularities connected with the Website's functioning in writing to the address: [info@fpdancecamp.com](mailto:info@fpdancecamp.com).
3. The complaint should contain name and surname of the Customer, address for correspondence, kind and date of occurrence of the irregularities in functioning of the Website.
4. Sellers undertake to investigate any complaint within 15 days, and if it is not possible, to inform the Customer during this period of time about the date for consideration of the complaint.

#### **X Final Provisions**

1. Owner reserves the right to make changes to these Regulations for important reasons i.e. changes to the law; changes in payment methods; changes of the scope, payment or form of the electronic services provided, change of address - insofar as these changes affect the realization of the provisions of these Regulations.
2. Information about changes of the Regulations, containing a statement of changes will be placed on the main page of the Website for 14 consecutive calendar days from the date of changes to the Regulations.
3. Changes to the Regulations shall become effective at the date defined by the Owner. Orders placed by Customers before the changes enter into force are executed according to the existing provisions of the Regulations.
4. The settlement of any disputes arising between the Seller and the Customer, who is a consumer within the meaning of Article 22[1] of the Civil Code, is subjected to the jurisdiction of the competent court of law in accordance with the appropriate provisions of the Code of Civil Procedure.
5. The settlement of any disputes arising between the Seller and the Customer, who is not a consumer within the meaning of article 22[1] of the Civil Code, is subjected to the jurisdiction of the competent court of law having jurisdiction over Tourism Organizer's company seat.
6. The Customer placing an Order declares that he has read and accepted the provisions of these Regulations.