

TERMS OF USE

§ 1 General Provisions

1. This Regulation, hereinafter referred to as the Regulation, defines the rules for Users using the internet service festfajnie.pl, which includes information and materials about tourist services and products.
2. The Administrator, owner, and operator of the festfajnie.pl Service is the Grupa DE Sp. z o.o. Sp. K. headquartered in Tarnowskie Góry 42-600, ul. Gliwicka 35, KRS 0000697644, NIP 6452552899, REGON 368399818, entered in the register of tourism organizers and entrepreneurs facilitating the purchase of related tourist services under no. 1278.
3. The Regulation defines the rights and obligations of the Service Users, both those making Reservations, Acquiring a tourist service, Registration in the Service, and other actions in the Service.
4. The Regulation has been developed based on applicable legal regulations, primarily the Act of July 18, 2002, on the provision of electronic services; the Civil Code of April 23, 1964; the Act of May 30, 2014, on consumer rights; the Act of November 24, 2017, on tourist events and related tourist services, the Act of May 10, 2018, on personal data protection, Regulation of the European Parliament and Council (EU) 2016/679 of April 27, 2016, on the protection of individuals concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC, also known as GDPR.
5. Using the Service means accepting the Regulation and confirming that the User has familiarized himself with its terms, understands them, and commits to abide by them. Acceptance of the Regulation is equivalent to agreeing to conclude a contract with the Administrator for the provision of electronic services - following the Act on the condition of electronic services.
6. Under the terms of the Regulation, access to the Service is open to everyone who can connect to the public Internet. However, obtaining detailed information may depend on providing festfajnie.pl with individual data, including the User's data. The use of some functionalities may require the transfer of data to external entities under the terms defined by separate regulations.
7. All data the User provides when making a reservation in the Service are sent via a secure SSL protocol, encrypted with at least a 256-bit key. All personal data provided when placing an Order are protected from access by unauthorized persons.
8. Users are obliged to familiarize themselves with the Regulation before starting to use the Service and to comply with it.

§ 2 Definitions

1. The Administrator of the festfajnie.pl service - Grupa DE Sp. z o.o. Sp. K. headquartered in Tarnowskie Góry 42-600, ul. Gliwicka 35, KRS 0000697644, NIP 6452552899, REGON 368399818, entered in the register of tourism organizers and entrepreneurs facilitating the purchase of related tourist services under no. 1278.

2. Personal data - all information about an identified or identifiable natural person following GDPR.
3. Contact/Reservation form - an electronic contact path with the Administrator for making a reservation, purchasing a service, or sending an inquiry.
4. Tourist event - tourist services within the meaning of the Act of November 24, 2017, on tourist events and related tourist services.
5. Consumer/User/Client - is a natural person using the Service, and its functionalities, especially making purchases, for purposes not directly related to their business or professional activity.
6. Entrepreneur on the rights of a Consumer - is a natural person who concludes a contract directly related to their business activity but not having a professional nature for it, which results in particular from the subject of their business activity, made available in the Central Register and Information on Economic Activity.
7. Regulation - a set of rules regulating the terms of use of the festfajnie.pl Service and the provision of services by the Administrator. The Regulation is a regulation within the meaning of Art. 8 para. 1 point 1 of the Act of July 18, 2002, on providing electronic services.
8. Reservation - placing an order to participate in a tourist event available in the Service. Reservation is synonymous with familiarizing and accepting the Terms of Participation in a Tourist Event, Insurance Terms, Service Regulations, and Privacy Policy.
9. Service - a website located at festfajnie.pl, under which the Administrator runs the Service, which is the property of the Administrator, providing functionalities defined by the Regulation.
10. Seller - otherwise the Administrator of the Service, providing the Service on behalf of the Customer.
11. Contract - a contract for participation in a tourist event concluded between the User and Grupa DE Sp. z o.o. Sp. K. via the Service in electronic form on the terms specified in this Regulation.
12. Service/s - services provided electronically within the meaning of the Act of July 18, 2002, on the provision of electronic services.
13. Tourist service - a) passenger transport, b) accommodation for purposes other than residential, which is not an integral part of passenger transport, c) rental of motor cars or other motor vehicles, or d) another service provided to the traveler, which does not constitute an integral part of the services indicated in point a)-c) above.

§ 3 Scope of Services

1. Within the Service, the Administrator enables the User to familiarize themselves with the types and descriptions of the proposed tourist events organized by the Grupa DE and current promotional campaigns and special events.
2. Through the Service, the User gains access to the purchase of tourist Services and the opportunity to use the content of the Service in accordance with the Regulations and additional conditions published by the Administrator.
3. Services are provided on the Service enabling the making of Reservations and the conclusion of the Agreement.

4. The online Service also allows you to familiarize yourself with the General Participation Conditions (OWU), General Insurance Conditions, and the address and contact details of the Service Administrator.
5. Using the Service, the User can reserve places in a tourist event, enter participant data and make payments for them, and express a desire to receive additional information by email or social media.
6. The provisions of the General Participation Conditions (OWU) apply to making a reservation and concluding an Agreement, as well as to withdrawing from a tourist event, changing a reservation or Agreement, and to the complaint procedure.
7. When making a reservation in the System, the User must provide factual data, including name, surname, date of birth, telephone number, and email address. In some cases, other data will also be necessary, about which the User will be informed in the reservation form. Using the Service with false data or impersonating a third party is legally prohibited under penalty of civil and criminal liability.
8. The Administrator is not responsible for the consequences of providing false or incomplete information.

§ 4 Technical requirements for using the Service

1. Services are provided to Users who meet the following technical requirements: have a connection with the public Internet network, and have a web browser allowing the display on the device screen of HTML documents with the option of accepting cookies.
2. Using the Service also requires the User: an active email account and a phone number.

§ 5. Purchase of tourist events

1. To make a reservation, the User provides the following personal data: name and surname of the person making the Reservation, contact details: contact telephone and email address, and personal data of Participants, participating in the event along with dates of birth and telephone numbers, for whom he makes a reservation in the event.
2. The data provided by the User in the reservation process and when concluding the Agreement should agree with the actual data, especially contained in the passport or ID card. The responsibility resulting from entering incorrect data into the Service or providing incorrect data lies with the User.
3. At the time of booking a tourist event, the User should verify the possession of appropriate and current documents allowing travel, including in particular the validity of the passport, required visas or other documents specified by the regulations of the countries to which they are traveling.
4. By making a reservation for a tourist event, the User confirms that he has read the Service Regulations, accepted its content, and familiarized himself with the Participation Conditions, Insurance Conditions, and Privacy Policy.
5. After confirming the Reservation, an agreement is concluded with the User of the Service. The Contract is concluded in electronic form. By making a payment for the price of the tourist event (part or whole), the User accepts the terms of the Agreement. The Service Administrator confirms the conclusion of the Contract to the

User by sending confirmation of participation in the event to the email address and phone number.

6. All prices given on the Service are gross prices and include VAT.
7. The Contract is implemented in accordance with the Conditions of Participation in tourist events and other provisions contained in the Regulations and documents attached to the Reservation.
8. The Administrator reserves the right to delete unconfirmed or unpaid reservations without prior notice to the User. Please meet the payment deadline to avoid the cancellation of the Reservation.
9. The User can make payments in the Service for the event via credit card or electronic transfer.
10. Depending on the moment at which the Contract was concluded to the day of the tourist event, the User will pay a deposit or full payment for the chosen tourist service. Each time in the reservation system, there will be information about the payment amount. The User undertakes to make timely payments without being called by the Administrator.
11. A necessary condition for concluding the Agreement is the User's completion of 18 years and having full capacity for acts.
12. If the User needs to refund the paid funds, the Administrator will transfer them to the same account from which he received the funds.
13. In addition, the Administrator allows service proposals on an "on request" basis. This happens when a given event, or its components, must be additionally verified for availability. Usually, it is an event outside the standard pool placed in the Service.

§ 6. Withdrawal from the Contract and complaints

1. Withdrawal from the Contract is in accordance with the Terms of Participation in tourist events.
2. For withdrawal from the Contract, the Consumer and the Entrepreneur as a Consumer submit a statement of withdrawal from the Contract to the Seller. The Consumer and the Entrepreneur as a Consumer may inform the Seller about the withdrawal from the Contract in any form provided by law, in particular, they can send a statement by email to biuro@festfajnie.pl.
3. In accordance with the content of Art. 27 of the Consumer Rights Act (Journal of Laws 2020 item 287), a Consumer and an Entrepreneur as a Consumer who concluded a distance contract may withdraw from this Contract within 14 days without giving any reason and without incurring costs, subject to the provisions below:
4. In accordance with the content of Art. 3 par. 1 point 8 of the Consumer Rights Act (Journal of Laws 2020 item 287), the Act does not apply to contracts: about participation in a tourist event, referred to in the Act of November 24, 2017 on tourist events and related tourist services (Journal of Laws of 2019, item 548), except Art. 10, Art. 11, Art. 12 par. 1 point 1, 5, 16 and 17, Art. 17 and Art. 20 par. 2;
5. In connection with the wording of Art. 38 of the Act of May 30, 2014 on Consumer Rights (Journal of Laws 2020 item 287), The right to withdraw from a contract concluded outside the business premises or remotely does not apply to the consumer in relation to contracts: for the provision of services, if the entrepreneur has entirely performed the Service with the express consent of the consumer, who

was informed before the start of the Service, that after the performance of the Service by the entrepreneur he would lose the right to withdraw from the Contract; and contracts for the provision of services in the field of accommodation, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the Contract specifies the day or period of service provision.

6. The User has the right to make a complaint. Complaints can be submitted electronically to biuro@festfajnie.pl or by mail to the address of GRUPA DE's office. Complaints will be considered in accordance with the Terms of Participation in tourist events.
7. The Administrator will make every effort to ensure that complaints are processed promptly and a response is provided within no more than 30 days from the date of receipt of the letter. The response to the complaint will be sent to the User electronically or by mail.
8. When considering complaints, the Administrator will apply in particular the provisions of the Regulations and generally applicable legal provisions, including the Act on tourist events and related tourist services of November 24, 2017 (Journal of Laws of 2017, item 2361, as amended).
9. Submitting a complaint in the manner described above does not deprive the User of the rights to use the out-of-court dispute resolution options, including electronically, via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>

§ 7 Protection of personal data

1. Personal data that the User provides to festfajnie.pl in connection with using the Service is collected and processed in accordance with applicable legal provisions, on the principles specified below, and in accordance with the Privacy Policy identified in a separate, publicly available document "Privacy Policy".
2. The Administrator of personal data provided for the purpose of providing Services and for marketing purposes is: GRUPA DE Sp. z o.o. Sp. K. with its registered office in Tarnowskie Góry 42-600, ul. Gliwicka 35, KRS 0000697644, NIP 6452552899, REGON 368399818, registered in the register of tourism organizers and entrepreneurs facilitating the purchase of related tourist services under no. 1278.
3. The processing of personal data obtained by the Administrator through the festfajnie.pl Service is carried out in accordance with the principles and norms of the Regulation of the European Parliament and the Council (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: Regulation), as well as other laws, including the Act on providing services by electronic means of July 18, 2002 (Journal of Laws 2017, item 1219 as amended).
4. Providing personal data by the User is voluntary, but necessary to conduct the process leading to the conclusion and proper performance of the final.

§ 8 Rights and obligations of the parties

1. The Administrator undertakes to provide Services, especially electronically, in accordance with the Regulations and universally applicable law.

2. The Administrator will strive to ensure that the Service operates continuously. However, it reserves the right that there may be interruptions in the operation of the Service, e.g. in order to carry out maintenance work.
3. All names, verbal, graphic designations, logos, trademarks and other signs displayed on the Service are subject to legal protection, in particular designated by copyright law. The use or improper use of these signs or any content elements by unauthorized entities is prohibited.
4. In the event that the Administrator, in the scope of the services provided, receives a message about a violation by the User of the Regulations, other contractual provisions or applicable regulations, the Administrator is entitled to take action necessary to determine the User's liability and possibly take legal action against him. The Administrator may previously notify the User of the situation along with a request to immediately cease actions and repair the damage.

§ 9 Final provisions

1. The Administrator has the right to change the Service Regulations, especially resulting from changes in applicable legal provisions or service functionality, provided that the rights acquired by the Users are preserved. About the change of the Regulations' content, the Administrator will inform the users by placing information on the Service with the provision of the new content of the Regulations.
2. All remarks, questions, opinions, and requests concerning the operation of the Service and the services provided by festfajnie.pl, the User can direct to the email address biuro@festfajnie.pl.
3. Any disputes that cannot be resolved amicably, arising based on the provisions of these Regulations or related to the use of the Service, will be considered by the Polish common court competent for the subject matter and location for festfajnie.pl.
4. The provisions of these Regulations do not infringe the absolutely binding provisions of law. If any provision of the Regulations is found to be invalid, the remaining provisions remain in force.