

## TERMS AND CONDITIONS OF SERVICE



WWW.DREAMVIPEVENT.COM

### § 1. DEFINITIONS

1. **SERVICE PROVIDER / SELLER** – CONSULTING COMMUNITY Sp. Z o.o. with its registered office in Wrocław (50-203), ul. Romana Dmowskiego 3/9, Poland, KRS: 0000870046, NIP 8982261797, REGON 387547365, share capital: PLN 5,000, e-mail: biuro@dreamvipevent.com;
2. **PLATFORM/SERVICE/SITE/WEBSITE** – the website located at <https://dreamvipevent.com/> where the Customer may use the Services offered by the Seller;
3. **TERMS AND CONDITIONS** – this document sets out the rules for provision and use of Services made available by the Seller through the Website to the Customers. The Terms and Conditions also define the rights and obligations of the Customer and the Seller;
4. **CUSTOMER** – a natural person with full legal capacity, a legal person or an organizational unit with appropriate rights regulated by national laws, if such are necessary in the country of residence;
5. **CONSUMER** – a natural person making a legal transaction with an entrepreneur not directly related to his/her business or professional activity;
6. **LOGIN** – the Customer's own name or e-mail address used to identify the Customer together with the Password necessary for authentication when accessing the Website;
7. **PASSWORD** – a unique sequence of characters created by the Customer, providing him/her with access to the Account;
8. **CUSTOMER ACCOUNT** – a set of resources and entitlements assigned to the Customer within the Website, containing the information necessary for his/her authorisation and enabling the use of additional functionalities and Services, including making purchases through the Website. The Customer logs into his/her Account after

registering on the Website. The Account makes it possible to save and store information about the Customer's data, access digital content and other Services made available by the Seller through the Website;

9. **CART** – the service made available to each Customer who uses the Platform, which consists of enabling them to easily place an Order for one or more Products, to display a summary of the Price of individual Products and all Products together;

10. **PRICE** – the amount of gross remuneration (including tax) due to the Seller for the transfer of Product ownership to the Customer in accordance with the Digital Content Delivery Contract, specified in PLN (Polish zloty) or in another currency designated by the Seller;

11. **CONTENT / CONTENTS** – text, graphic or multimedia elements (e.g. information about Products, Packages, photos, films, descriptions) including works within the meaning of the Act on Copyright and Related Rights and images of natural persons, which are posted and distributed within the Service;

12. **SERVICE / SERVICES** – a service or services provided electronically within the meaning of the Act on Providing Services Electronically by the Service Provider via the Website to the Client. In particular, these are services such as: sale of Products or Packages, Customer Account, electronic forms available on the Website or Newsletter;

13. **PRODUCT** – understood as a Voucher entitling its holder to use the Packages available and offered on the Site, to the extent specified in advance. All details of the Products are expressed and indicated on the Website.

14. **PACKAGE** – the Service available and offered on the Site, which is a set of individually assigned convenience to the Customer's preferences. The Service Provider differentiates Packages according to the specifics of each convenience, thus distinguishing: Silver VIP Package, Gold VIP Package, Platinum VIP Package, Horse Racing VIP Package. All details of the Packages are expressed and indicated on the Website.

15. **VOUCHER** – a document confirming the conclusion of a contract and containing its detailed provisions, in particular such as the Price and the Validity Period.

16. **Validity Period** – means the period of time during which the Voucher holder is obliged to use the Packages available and offered on the Website. After the expiry of this period, it is not possible to redeem the Voucher. All details of the Validity Period are expressed and indicated on the Website.

17. **DIGITAL CONTENT DELIVERY AGREEMENT** – An agreement the subject of which is the delivery of digital content to the Customer, which means data produced and delivered in digital form, e.g. entrance tickets entitling the Customer to use the Product.

18. **ORDER** – the Customer's declaration of intent expressing a direct wish to conclude an Agreement for the supply of Digital Content submitted by means of distance communication, specifying the Product or Package for which the Customer submits an offer to conclude an Agreement and the Customer's data necessary for its possible conclusion and execution. By accepting the order, the Customer simultaneously consents to the conclusion of the Contract;

19. **NEWSLETTER** – electronic service provided via the Website, which enables all Customers using it to receive cyclical information from the Seller, in particular about Products, the Website, to the e-mail address provided by the Customer, with the Customer's express consent;

20. **PERSONAL DATA ADMINISTRATOR** – the entity deciding on the means and purposes of personal data processing;

## **§ 2. GENERAL PROVISIONS**

1. These Terms and Conditions set out the rights and obligations of the Clients as well as the rights and obligations of the Service Provider, as an entity that is also the Seller of Products and Packages available through the Site. These Terms and Conditions are addressed to both Clients who are Consumers and Clients who are not Consumers.
2. Acceptance of these Terms and Conditions is voluntary, but necessary in order to create a Customer Account, and above all in order for the Customer to place an Order. At the same time, the use of the Service means any action which leads to familiarisation with the Content found on the Service.
3. The Client acknowledges that he or she has read and understood these Terms and Conditions in their entirety and that he or she has no objections or additions.
4. Through the Website, the Seller provides the Customer with the possibility to conclude an Agreement for the provision of digital content.
5. The information made available through the Website constitutes only an invitation to conclude an Agreement within the meaning of Article 71 of the Civil Code, addressed by the Seller to the Customers, and not an offer within the meaning of the Civil Code.
6. The Customer is entitled and obliged to use the Website in accordance with its purpose. It is forbidden to introduce unlawful content.
7. These Terms and Conditions are made available on the Site by the Service Provider free of charge in electronic form in such a way that each Client has the opportunity to review their content, as well as the opportunity to record it – including by printing it.
8. The Service Provider undertakes to process the Clients' personal data in accordance with the provisions set out in detail in the privacy policy, made available electronically through the Site available at

## **§ 3. TECHNICAL REQUIREMENTS AND CONDITIONS OF USING THE SERVICE**

1. In order to use the Website, the Customer must have an Internet-enabled device, a network connection, a web browser (e.g. Internet Explorer, Google Chrome, Safari) with cookies enabled, support for encrypted SSL connections and JavaScript, an active e-mail account (E-mail) for the use of individual Services and, in special cases, a program that reads files in PDF format.
2. In principle, it is not necessary to register a Customer Account to view the Products and Packages offered on the Site. Registration of a Customer Account is necessary for the use of the individual Services indicated directly on the Site.
3. The creation of a Customer Account is effected free of charge through the correct completion by the Customer of all fields in the electronic form. When filling in the forms, the Customer has the opportunity to read the provisions of the Terms and Conditions and other documents and is obliged to accept their content.
4. After completing the form referred to in paragraph (3), a message indicating how to confirm the registered Account shall be sent to the e-mail address provided by the Customer. The moment the registration is confirmed, the Agreement for provision of

services by electronic means between the Service Provider and the Seller is concluded, according to the rules specified in these Terms and Conditions.

5. The Client using the Website is obliged to provide true, current and complete data in accordance with the information indicated in the electronic form available at the time of registration of the Client's Account.

6. The Customer is obliged to use the Service in accordance with the provisions of these Terms and Conditions and in accordance with the principles of social coexistence, by, in particular:

a) not undertaking activities such as: sending or posting unsolicited commercial information (spam) on the Service;

b) timely payment of the Price and other costs agreed between the Customer and the Seller in the full amount indicated on a particular sub-page of the Website, in view of entering the Order process. To this end, at the same time, the Customer hereby authorises the Seller to charge the full amount of the Product or Package purchased on its behalf;

c) not to provide or place on the Website any Content that is prohibited by generally applicable laws or the provisions of these Terms and Conditions;

d) to use any Content posted on the Website for his/her own personal use only;

7. The Seller declares that it makes every effort to ensure that Customers have continuous access to the Website and the Services provided through it. However, the Seller does not guarantee that the use of the Website will be without errors or technical interruptions. The Seller reserves the right to suspend or restrict access to the Website at any time, without prior notice to the Customers.

8. The Seller reserves the right to change the technical requirements for the use of the Website at any time, and also reserves the right to suspend or restrict access to the Website at any time, without prior notice to Customers.

9. The Seller is not responsible for the content of other websites and portals to which the Client may be redirected through links placed on the Website in the form of, for example, advertisements or other sponsored content.

10. The Service Provider reserves the right to intervene in the technical structure of the Client's Account in order to diagnose irregularities in the functioning of a particular Service, as well as to make changes and in any other way interact with the technical side of the Client's Account in order to modify it or to restore the proper functioning of the Account or the Service itself.

#### **§ 4. CUSTOMER ACCOUNT AND OTHER ELECTRONIC SERVICES**

1. An Account may be created by a natural person with full legal capacity, a legal person or an organisational unit with the appropriate rights regulated by national legislation, if such are necessary in the country of residence.

2. An Account is created by providing the required information contained in the registration form on the Website. Registration on the Website takes place exclusively via the Internet (online).

3. In particular, the Customer is obliged to:

1) provide factually correct and up-to-date data, including personal data;

- 2) promptly update the data, including personal data, in particular to the extent that it is necessary for proper execution;
4. After filling in the registration fields, the Client confirms that he/she has familiarised himself/herself with the documentation available on the Site, these Terms and Conditions, the privacy policy and other documents indicated by the Service Provider in the Account registration form. Subsequently, the Client receives an e-mail message to the e-mail address provided during registration, with information about the conclusion of the Agreement for the provision of Services by electronic means.
5. The Account in the form of Services is provided by the Service Provider free of charge for an indefinite period of time. The Client has the possibility, at any time and without giving any reason, to delete the Account by sending an appropriate request to the Service Provider, in particular by e-mail or in writing to the Service Provider's address. The Customer may also delete his/her account himself/herself by using the relevant functionalities within the Customer Account.
6. To the extent of the Services not mentioned in the above paragraphs, the Service Provider via the Website also provides the following free electronic Services to the Customers:
  - 1) placing of Orders and conclusion of Digital Content Delivery Agreements;
  - 2) presentation of advertising and marketing content available on the Website;
  - 3) use of electronic forms available on the Website;
  - 4) Newsletter.
7. Any consequences arising as a result of third parties gaining possession of the Password to access the Client's Account shall not give rise to any liability on the part of the Service Provider.
8. The Client is not allowed to share the Client Account with other persons, to transfer the rights to the Account, as well as any other form of making part or all of the Client Account available to another third party. A Customer may have only one Customer Account on the Website.

## **§ 5. CONDITIONS OF ORDER PLACEMENT**

1. The main features of the subject matter of each Customer Order shall be set out on the page of the relevant Product or Package or in another manner appropriate to the Product or Package on the Site.
2. A Contract for the Provision of Digital Content – with regard to the sale of Products or Packages – may be concluded between the Customer and the Seller.
3. The conclusion of the individual Contract referred to in paragraph (2) shall take place after the Customer has previously placed an Order. For this purpose, the Customer is obliged to provide all data, including personal data, required during the transaction process in connection with the transfer of the Price by the Customer towards the purchase of a particular Product or Package.
4. The Seller allows the Customer to place an Order as follows:
  - 1) The Customer adds the selected Product or Packages to the Basket and then proceeds to the Order form summarising the value of all the Services selected by the Customer;

- 2) The Customer may purchase a Product or Package without logging into his/her Customer Account;
- 3) The Customer is obliged to indicate the data necessary for the Seller to process the Order;
- 4) In the course of placing the Order, the Customer has the possibility of self-correcting the selected Products or Packages;
- 5) Subsequently, the Customer chooses the method of payment of the Price and any other total costs indicated in the Order form;
- 6) Depending on the method of payment chosen, the Customer may be redirected to the pages of a third-party payment service provider to make payment.
5. As part of the transfer of the Price by the Customer to the Seller, in connection with the Order referred to in the above paragraphs, the Customer is given the option to pay by:
  - 1) Przelewy 24 (<https://www.przelewy24.pl/>);
  - 2) PayPal (<https://paypal.com>);
6. The Service Provider reserves the right to change, add, delete or modify the individual payment operator indicated in paragraph 5, and also reserves the right to accept the Price from the Client directly, while omitting the operators indicated in paragraph 5.
7. The Agreement indicated in paragraph 2, is concluded upon confirmation of the offer(s), i.e. receipt by the Customer of an e-mail from the Seller to the e-mail address provided by the Customer confirming the placement of the Order.
8. In the event that the Seller is unable to accept all or some of the Orders, the Seller shall contact the Customer in order to inform the Customer of the situation.
9. In the situation referred to in paragraph 8, the Customer chooses independently between the following solutions. The Customer's cancellation of the Order automatically releases the Seller from the obligation to carry out the Order:
  - 1) may accept the execution of the Order by the Seller in the part specified by the Seller or;
  - 2) may cancel the Order in its entirety.
10. The total value of the Order includes the Price of the Product or Package and other costs (e.g. shipping costs). The Customer shall be informed of the total Price and all other costs occurring in connection with the execution of the Order when placing the Order, including when the Customer expresses his/her will to conclude the Agreement referred to in paragraph 2.
11. The Seller reserves the right to conduct promotional campaigns for individual Products, including, for example, a reduction in the price of a particular Product or Package. In a situation where it is necessary, the Seller will make available to the Customer separate regulations specifying the rules for carrying out a particular promotional action. In such a situation, the provisions of the given regulations of the promotional action take precedence over the provisions of these Terms and Conditions.

## **§ 6. PRODUCT DELIVERY**

1. The Seller does not impose any territorial restrictions on the Order of digital content.

2. The delivery of the purchased Products shall take place electronically by providing the Customer with an admission ticket or certificate entitling the Customer to use the purchased Product or Package. The aforementioned delivery shall be free of charge and shall take place electronically by means of the direct assignment of the individual entitlements to the Account of the Customer who has correctly placed the Order and submitted the Price for the purchase of the individual Product or Package or by means of the electronic transfer of the specific access to the Product or Package by sending a message to the e-mail address specified by the Customer with instructions for downloading the relevant purchase receipt. The aforementioned delivery shall take place immediately, no later than within 24 hours from the moment of correct transfer of the Price to the Seller. At the same time the Seller reserves the right to extend this period in case of reasons beyond the Seller's control, such as technical interruptions, system failures or occurrence of force majeure in the broad sense, up to a maximum of 7 days.

3. The Seller reserves the right to limit the availability of a particular Product or Package, indicating at the same time, in a prominent place on the Website or during the Ordering process, when a given content will be available (e.g. you will have access to the indicated day at the latest). In such a situation, the Product delivery date indicated in Section 2 shall be counted from the date on which the given Product becomes available.

4. The Seller reserves the right to temporarily limit the use of Products or Packages, in accordance with the information provided on the Website (e.g. monthly access, annual access). In such a situation, after the indicated period of time, the Customer will lose access to the purchased Product, unless he/she makes the appropriate payment, prior to the expiry of the indicated period, against the transfer of the Price for the particular Product to the Seller.

5. If the use of purchased Products or Packages is granted for an indefinite period of time, the Seller may decide to exclude access to individual Products or Packages.

6. The Customer is obliged to use the Website in accordance with these Terms and Conditions and good morals, and in particular is obliged to:

- 1) use the Platform in a manner that does not interfere with the use of the Platform by other third parties, particularly but not exclusively through the use of malicious software;
- 2) use the Platform in a manner which does not infringe any rights, goods or interests of third parties and which does not adversely affect the functioning of the Platform;
- 3) not to make the access data to your Account available to any third party;
- 4) not to distribute the proof of purchase of the Products or Packages entitling at the same time to the use of the Products or Packages, without the prior consent of the Seller, and also not to copy the aforementioned proof of purchase in any part;

7. As soon as the Customer first logs into the Customer's Account, the digital content which is the subject of the contract shall be deemed to have been delivered in full. The Order delivered to the Customer by e-mail to the e-mail address provided by the Customer in the Order form, together with the instructions for downloading or accessing the respective Product, shall be deemed to have been received.

## **§ 7. INTELLECTUAL PROPERTY RIGHTS**

1. All rights to the Service, in particular property copyright, intellectual property rights, trademarks, website domain, electronic forms and documents posted on the Site, including text, graphics and photographs posted by the Service Provider belong to the Service Provider, and may only be used in accordance with these Terms and Conditions.
2. It is forbidden to copy, duplicate, modify, reproduce or distribute any part of the Site or its elements, and any other electronic content made available through the Site by the Service Provider, without the Service Provider's prior written consent, except as expressly indicated in these Terms and Conditions or as permitted by the provisions of commonly applicable law and these Terms and Conditions.
3. The use of Site data for commercial purposes may take place only after prior notification to the Service Provider and at the same time after obtaining its written consent.
4. The rights to use, copy and distribute data available on the Site are subject to the provisions of the commonly applicable law in the place of establishment of the Service Provider, in particular the provisions of the Act of 4 February 1994 on Copyright and Related Rights.
5. The use of the Services on the Site in a manner inconsistent with the provisions of these Terms and Conditions, as well as in a manner inconsistent with generally applicable laws, shall constitute a violation of the Service Provider's rights.

## **§ 8. SANCTIONS AND COMPLAINTS**

1. Violations of the provisions of these Terms and Conditions may, according to the scale of the violation, result in:
  - 1) a warning;
  - 2) temporary suspension of the Customer's Account, i.e. preventing access to the Customer's Account;
  - 3) deletion of the Client's Account, which is tantamount to termination of the Agreement, with the possibility of imposing a penalty, in the case of a particularly gross act to the detriment of the Service Provider.
2. The Parties agree that the deletion of the Client Account under any legal or factual title shall not result in an obligation on the part of the Service Provider to refund to the Client the price paid, if any, to the extent that the Service Provider has incurred, up to the time of deletion of the Client Account, direct and indirect reasonable costs associated with the implementation of the provisions of these Terms and Conditions.
3. Customers and third parties may report violations, complaints and appeals of the Service Provider's decisions to the Service Provider's e-mail address. The notification must include:
  - 1) identification of the Client's details;
  - 2) a precise description of the notification;
4. The Service Provider shall provide information on the consideration of the complaint by e-mail immediately, but no later than within 14 days of its receipt. The Service Provider stipulates that the consideration of the notification may require additional explanations from the notifying party, with the time of response by the Service Provider each time extending the period of consideration of the complaint accordingly.



5. Sending a claim in electronic form by the applicant is tantamount to consenting to receiving an answer from the Service Provider in electronic form.

## **§ 9. LIABILITY AND WITHDRAWAL FROM THE CONTRACT**

1. The Service Provider shall be liable for the due performance of the provisions of these Terms and Conditions on general principles, and the obligations of the Service Provider provided for in these Terms and Conditions shall be treated as obligations of care and with the normal diligence foreseen for this type of relationship.

2. The liability of the Service Provider for improper performance of the Contract shall be limited to the equivalent of the payment made by the Client for the settlement period in which the event giving rise to the claim arose.

3. The Service Provider informs, and the Customer accepts, that the right of withdrawal in respect of Digital Content Contracts, in the scope of Electronic Products on the basis of Article 38 of the Act of 30 May 2014 on Consumer Rights, is excluded before the expiry of the deadline for withdrawal from the Contract upon the commencement of the performance by the Customer, and this due to the delivery to the Customer of digital content that is not recorded on a tangible medium, and in view of its immediate access.

## **§ 10. PROCESSING OF PERSONAL DATA**

1. The administrator of the personal data is the Service Provider, i.e. CONSULTING COMMUNITY Sp. z o.o. Contact with the Service Provider is possible at the e-mail address [biuro@dreamvipevent.com](mailto:biuro@dreamvipevent.com).

2. Personal data shall be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation Data), the Act of 10 May 2018 on the protection of personal data and the Act of 18 July 2002 on the provision of electronic services. Details regarding the processing of personal data are set out in the privacy policy available on the Service maintained at <https://dreamvipevent.com/>.

3. The Service Provider ensures that it makes every effort to ensure that the processing of personal data by it is carried out with the greatest respect for the privacy of the persons whose data are processed and with the utmost care for the security of processed personal data, and in particular ensures that it has taken all measures provided for by law for the protection of personal data sets, and that it applies technical and organisational measures to ensure the protection of the processed personal data appropriate to the risks and categories of data covered by protection, and in particular protects personal data against their disclosure to unauthorised persons, processing in violation of the law, and loss, damage or destruction.

## **§ 11. FINAL PROVISIONS**

1. The Service Provider has the right to amend these Terms and Conditions without giving any reason. If the Client does not agree to the change of the Terms and Conditions, he has the right to close his Account.
2. The lack of legal basis or the incompleteness of any of the clauses contained in the Terms and Conditions does not mean that the entire Terms and Conditions lose legal force. These provisions shall be changed to those that most closely reflect their meaning and purpose of the existing provisions.
3. Unless mandatory provisions of law provide otherwise, the law of Poland is applicable to resolve any disputes arising under these Terms and Conditions.
4. In the event that the mandatory provisions of law of the country of the Customer's habitual residence provide for more favourable conditions for the Customer than the provisions of Polish law and the provisions of these Terms and Conditions, the provisions of the law of the country of the Customer's habitual residence shall apply.
5. Unless the applicable laws provide otherwise, any disputes arising between the Service Provider and the Client shall be referred to the Polish courts with jurisdiction over the Service Provider's registered office.
6. A Client who is a Consumer has the right to use out-of-court ways of dealing with complaints and claims. For this purpose, the Customer has the possibility to resolve disputes electronically via the EU online ODR platform available at <http://ec.europa.eu/consumers/odr/>.
- 7 These Terms and Conditions shall enter into force on 29.04.2022.