Terms and Conditions for the Sale of Tickets for Exhibitions at the Oskar Schindler's Enamel Factory Branch

Introduction

Admission tickets for exhibitions at the Oskar Schindler's Enamel Factory Branch may be purchased online or at the Branch's ticket office.

Reservation of admission tickets for exhibitions is available only for educational institutions, under the terms set out in the *Terms and Conditions for Reservation of Tickets for the Oskar Schindler's Enamel Factory Branch for Educational Institutions* available on the website:

https://muzeumkrakowa.pl/oddzialy/fabryka-emalia-oskara-schindlera, in the "Regulations" section. In other cases, the Museum does not offer the option of reserving tickets without purchase.

Glossary

For the purpose of these Terms and Conditions, the following definitions apply:

- 1.1. **"Museum"** Historical Museum of the City of Kraków, registered office: 31-011 Kraków, Rynek Główny 35, entered into the Register of Cultural Institutions maintained by the Municipality of Kraków under number 37, NIP (Tax ID): 6762562544, REGON: 382698540.
- 1.2. **"Terms and Conditions"** Terms and Conditions for the sale of tickets for exhibitions at the Oskar Schindler's Enamel Factory Branch of the Historical Museum of the City of Kraków (Kraków, ul. Lipowa 4).
- 1.3. "Branch" Oskar Schindler's Enamel Factory Branch of the Historical Museum of the City of Kraków (Kraków, ul. Lipowa 4).
- 1.4. **"Exhibition"** the permanent exhibition presented at the Branch, entitled *"Kraków under Nazi Occupation 1939–1945"*.
- 1.5. "Temporary Exhibition" any temporary exhibition presented at the Branch.
- 1.6. "System" iKSORIS the online ticket sales system for Named Tickets for the Exhibition or for tickets to Temporary Exhibitions via the website.
- 1.7. "Website" the website https://bilety.muzeumkrakowa.pl/, used for online sales of Named Tickets for the Exhibition or tickets for Temporary Exhibitions via the System.
- 1.8. **"Purchaser"** any person purchasing tickets at the Branch's ticket office or Named Tickets via the System, including private individuals (consumers), business entities, or other organizational units making a purchase.

- 1.9. "Ticket" an admission ticket purchased directly at the Branch's ticket office, entitling the holder to visit the Exhibition or Temporary Exhibition, and constituting proof of a contract between the Purchaser and the Museum for the provision of a guided exhibition service.
- 1.10. "Named Ticket" an admission ticket for the Exhibition, issued to a specific individual and containing their full name, entitling only that person to visit the permanent exhibition at the Branch. It constitutes proof of a contract between the Purchaser and the Museum for the provision of the exhibition service. A Named Ticket is valid only when presented together with an identity document confirming the identity of the person named on the ticket, which must be shown to Museum staff prior to entering the Exhibition and upon request. A sample Named Ticket is attached to these Terms and Conditions.

Note: Tickets for the permanent exhibition "Kraków under Nazi Occupation 1939–1945" can be purchased through the System **only as Named Tickets**. Tickets for the permanent exhibition without a name can be purchased exclusively at the Branch's ticket office.

- 1.11. "Payment Page" a website administered on behalf of the Museum by the current payment operator (hereinafter: "Payment Operator") with whom the Museum has concluded an agreement for payment processing services.
- 1.12. **"Visitor"** a person visiting the Exhibition or Temporary Exhibition on the basis of a valid Named Ticket or Ticket.
- 1.13. **"Branch Ticket Office"** the ticket office operating at the Oskar Schindler's Enamel Factory Branch (Kraków, ul. Lipowa 4).
- 1.14. "Museum Staff" employees of the Historical Museum of the City of Kraków or staff of other entities contracted by the Museum to provide services at the Branch.

2. General Provisions

- 2.1. These Terms and Conditions govern the rules for purchasing and using Tickets and Named Tickets for exhibitions at the Oskar Schindler's Enamel Factory Branch of the Historical Museum of the City of Kraków.
- 2.2. These Terms and Conditions are made available to the Purchaser free of charge:
 - on the Museum's Website: https://muzeumkrakowa.pl/ on the Museum's Website: https://muzeumkrakowa.pl/oddzialy/fabryka-emalia-oskara-schindlera in the "Regulations" section;
 - at the Branch Ticket Office;
 - in the System, during the purchasing process.
- 2.3. By purchasing a Ticket or a Named Ticket, the Purchaser accepts these Terms and Conditions.
- 2.4. Named Tickets may be purchased only for the permanent exhibition "Kraków under Nazi Occupation 1939–1945" via the System, in accordance with the current price list of the Museum.

- 2.5. Tickets for Temporary Exhibitions at the Branch may be purchased:
 - online through the System, or
 - directly at the Branch Ticket Office.
- 2.6. In matters not regulated by these Terms and Conditions, the applicable provisions of Polish law shall apply, in particular the Civil Code of 23 April 1964 (Journal of Laws of 2023, item 1610, as amended), the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2023, item 2759, as amended), and the Personal Data Protection Act of 10 May 2018 (Journal of Laws of 2023, item 497, as amended).
- 2.7. The Museum reserves the right to suspend ticket sales in the event of unforeseen circumstances preventing the provision of services, such as force majeure, breakdowns, safety concerns, or decisions by competent authorities.

3. Online Purchase of Named Tickets for the Exhibition

- 3.1. Named Tickets for the permanent exhibition "Kraków under Nazi Occupation 1939–1945" may be purchased via the Website, subject to availability as displayed in the System.
- 3.2. To purchase Named Tickets through the System, the Purchaser must:
- a) select the type of ticket, date, and time of entry for the visit to the Exhibition;
- b) provide the required personal details of the Visitor for whom the Named Ticket is being purchased: **full name**:
- c) provide an email address for electronic delivery of the Named Ticket and payment confirmation;
- d) confirm that they have read and accept these Terms and Conditions and the Privacy Policy of the Museum;
- e) complete payment via the Payment Page.
- 3.3. The Museum is not responsible for incorrect or incomplete data provided by the Purchaser during the purchasing process.
- 3.4. The Named Ticket is delivered in electronic form to the email address indicated by the Purchaser. The Purchaser is responsible for ensuring that the email address provided is correct and accessible.
- 3.5. If payment is not completed within the time specified by the Payment Operator, the reservation in the System will be automatically canceled, and the Named Ticket will not be issued.
- 3.6. A Named Ticket purchased online must be presented for entry in one of the following forms:
- a) printed on paper in a way that ensures the QR code or barcode is legible, or
- b) displayed on a mobile device screen (phone, tablet, etc.) in a way that allows Museum Staff to scan the code.
- 3.7. The Museum shall not be held responsible for any consequences arising from the Purchaser's failure to present the Named Ticket in one of the forms specified above.
- 3.8. The Museum does not guarantee that Named Tickets will be available for all dates and times, as the number of tickets is limited. Availability is displayed in real-time in the System.

4. Payments

- 4.1. Payment for Named Tickets purchased online is made exclusively via the Payment Page, using the available electronic payment methods offered by the Payment Operator.
- 4.2. The Museum accepts no responsibility for the functioning of the Payment Page or for interruptions in electronic payment services caused by the Payment Operator or by third-party service providers.
- 4.3. Payments are processed in Polish zloty (PLN).
- 4.4. The date of payment shall be deemed to be the date on which the Museum's bank account is credited by the Payment Operator.
- 4.5. Failure to make payment within the specified time limit results in automatic cancellation of the order and release of the selected tickets for sale to other customers.
- 4.6. The Purchaser is obliged to cover any fees or charges imposed by their payment service provider (e.g., bank or card issuer) in connection with the chosen payment method.
- 4.7. The Museum issues sales documents in accordance with applicable tax regulations. At the request of the Purchaser, an invoice may be issued.
- 4.8. If the Purchaser requires an invoice, they must provide all necessary invoicing details at the time of purchase, in accordance with the applicable provisions of Polish tax law.

5. Ticket Verification and Entry Rules

- 5.1. A Named Ticket entitles only the person whose full name appears on the ticket to enter the Exhibition.
- 5.2. A Named Ticket is valid only when presented together with a valid **photo identification document** confirming the identity of the person named on the ticket.
- 5.3. Museum Staff have the right to verify the identity of the Visitor by comparing the Named Ticket with the identification document.
- 5.4. If the Visitor fails to present a valid identification document or if the details on the Named Ticket do not match the identification document, the Museum Staff have the right to refuse entry to the Exhibition without refund of the ticket price.
- 5.5. Entry to the Exhibition is possible **only on the date and at the time** indicated on the Named Ticket or Ticket.
- 5.6. Visitors who arrive late may be refused entry. The Museum does not guarantee admission after the time specified on the Named Ticket or Ticket and does not provide refunds in such cases.

- 5.7. A Named Ticket or Ticket that is damaged or illegible to the extent that it prevents verification or scanning of the code may be refused at entry.
- 5.8. A Named Ticket or Ticket that has already been used to enter the Exhibition cannot be reused.
- 5.9. Visitors are required to comply with the *Terms and Conditions for Visiting the Oskar Schindler's Enamel Factory Branch*, available on the Website and at the Branch Ticket Office.

6. On-site Ticket Purchase at the Branch Ticket Office

- 6.1. Tickets for the permanent exhibition "Kraków under Nazi Occupation 1939–1945" (excluding Named Tickets) and for Temporary Exhibitions may be purchased directly at the Branch Ticket Office, subject to ticket availability.
- 6.2. Named Tickets for the permanent exhibition are **not sold** at the Branch Ticket Office.
- 6.3. The Museum does not guarantee the availability of Tickets for a specific date or time when purchasing at the Branch Ticket Office.
- 6.4. The Branch Ticket Office accepts the following forms of payment:
- a) cash in Polish zloty (PLN);
- b) cashless payments using payment cards and other non-cash methods accepted by the Museum.
- 6.5. The Purchaser is obliged to verify the correctness of the received Ticket immediately after purchase. Complaints regarding the Ticket will not be considered once the Purchaser has left the ticket office.
- 6.6. The Purchaser must retain the Ticket for the entire duration of the visit and present it at the request of Museum Staff.

7. Personal Data Protection

- 7.1. The **Controller of the personal data** of Purchasers and Visitors is the Historical Museum of the City of Kraków, with its registered office at Rynek Główny 35, 31-011 Kraków.
- 7.2. The Museum has appointed a **Data Protection Officer**, who can be contacted at the email address: **iodo@muzeumkrakowa.pl** or by post to the Museum's address provided above, with the annotation: "Data Protection Officer."
- 7.3. Personal data of Purchasers and Visitors are processed in accordance with applicable laws, in particular:
 - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the
 protection of natural persons with regard to the processing of personal data and on the free
 movement of such data (GDPR), and
 - the Personal Data Protection Act of 10 May 2018 (Journal of Laws of 2023, item 497, as amended).

- 7.4. Personal data are processed for the purposes of:
- a) concluding and performing a contract for the sale of a Ticket or Named Ticket;
- b) enabling the Purchaser and Visitor to use the purchased Ticket or Named Ticket;
- c) fulfilling the legal obligations of the Museum as the Controller;
- d) responding to complaints and requests;
- e) establishing, pursuing, or defending legal claims.
- 7.5. The legal basis for processing personal data is:
- a) Article 6(1)(b) GDPR processing necessary for the performance of a contract;
- b) Article 6(1)(c) GDPR processing necessary for compliance with a legal obligation;
- c) Article 6(1)(f) GDPR processing necessary for the purposes of legitimate interests pursued by the Controller, such as ensuring the safety of Visitors and Museum property.
- 7.6. Providing personal data is voluntary but necessary to purchase a Named Ticket and to enter the Exhibition. Failure to provide the required data will result in the inability to conclude the contract and provide the service.
- 7.7. Personal data may be shared with entities cooperating with the Museum in the provision of ticket sales and payment services, as well as with public authorities when required by law.
- 7.8. Personal data will be stored for the period necessary to fulfill the purposes specified in section 7.4 and subsequently for the period required by applicable legal regulations or for the statute of limitations of possible claims.
- 7.9. Data subjects have the right to:
- a) access their personal data,
- b) rectify inaccurate data,
- c) erase data in cases provided by law,
- d) restrict processing,
- e) object to processing in cases provided by law,
- f) data portability, and
- g) lodge a complaint with the President of the Personal Data Protection Office if they believe their data is processed in violation of the law.
- 7.10. Personal data will not be subject to automated decision-making, including profiling, as referred to in Article 22(1) and (4) of the GDPR.

8. Complaints

- 8.1. Any questions, comments, or complaints regarding the purchase or use of Tickets and Named Tickets should be sent by email to **info@muzeumkrakowa.pl**.
- 8.2. Complaints must be submitted no later than **14 days** from the date of the event giving rise to the complaint. The complaint should include:
- a) the order number related to the complaint,
- b) the reason for the complaint with a description of the situation,
- c) the Purchaser's full name or company name and the name of the contact person,

- d) email address,
- e) telephone number.
- 8.3. Complaints will be processed by the Museum within **14 days** of receipt, except when the cause of the complaint lies with the Payment Operator. In such cases, the complaint will be forwarded to the Payment Operator, and the Museum will notify the Purchaser or Visitor accordingly. The processing time may be extended in such circumstances.
- 8.4. The Purchaser will be informed about the outcome of the complaint by email or by regular mail.
- 8.5. If additional information is required to process the complaint, the Museum will request the Purchaser to provide it before considering the complaint.
- 8.6. If a complaint is upheld in favor of the Purchaser, they are entitled to either:
- a) another ticket for the same Exhibition, or
- b) a refund of the paid amount, depending on the Purchaser's choice. Refunds will be made to the same account from which payment was made and using the same payment method.
- 8.7. The Museum is not responsible for complaints submitted incorrectly, including providing inaccurate or false data by the Purchaser.
- 8.8. Handling of complaints by the Museum does not exclude the Purchaser's right to pursue claims under the general provisions of the Civil Code and the Consumer Rights Act of 30 May 2014.

9. Refunds and Changes to Named Tickets for Groups

- 9.1. A Purchaser who is a natural person with consumer status under Article 22¹ of the Civil Code (i.e., entering into a contract with the Museum for the provision of Exhibition or Temporary Exhibition services not directly related to their business or professional activity) who purchased a Ticket or Named Ticket (including optional guided tour services) via the System, may withdraw from the contract within 14 days of the contract conclusion (i.e., purchase date), but no later than 4 days before the date of the visit indicated on the Ticket or Named Ticket, without giving any reason and without incurring costs, subject to clause 9.4. Withdrawal applies only to the entire contract; partial withdrawal (e.g., for only some Tickets or only the guided service) is not permitted. To change, for example, the date of the visit or the number of Tickets, a separate order must be placed.
- 9.2. A Purchaser who is not a consumer, a legal entity, or an organizational unit without legal personality, who purchased Tickets or Named Tickets via the System, **cannot withdraw from the contract**.
- 9.3. Withdrawal from the contract must be reported **electronically** to **info@muzeumkrakowa.pl**. The notice must include:
- a) order number.
- b) Purchaser's full name.
- c) email address,
- d) telephone number.

- 9.4. The service fee paid by the Purchaser is **non-refundable**.
- 9.5. The Museum will process the withdrawal within **14 days** of receiving the notice. If the withdrawal is accepted, the refund will be made within this period.
- 9.6. Refunds are made to the account used for the original payment and via the same method used to pay for the purchase.
- 9.7. The Museum is not responsible for incorrect or false data provided by the Purchaser.
- 9.8. For Named Tickets purchased for groups, the Purchaser has the right, no later than **4 days before the visit**, to change the **names of up to three Visitors** in one group.
- 9.8.1. To make this change, the Purchaser must email **info@muzeumkrakowa.pl** with the order number, visit time, and the names of the Visitors to be changed (format: replace Visitor XY with Visitor X"Y").
- 9.8.2. Changes can only be made **once per reservation**. Approved changes by the Visitor Service Center do not cancel the original order partially or entirely.
- 9.8.3. Within **3 business days** of the change request, the Purchaser will receive email confirmation of the change. **Note:** New Named Tickets are not reissued; the updated data are stored only in the System and verified by Museum Staff at entry. The Purchaser must provide the correct ticket to the new Visitor, ensuring proper identification.
- 9.9. Changes under clause 9.8 are **not available for individual Named Tickets**.

10. Other Provisions

- 10.1. The Museum is not responsible for data transmission interruptions, System errors, or breaks during online ticket purchases caused by factors beyond the Museum's control.
- 10.2. The Museum is not responsible for messages or data lost on the Internet due to reasons beyond its control.
- 10.3. Before visiting, it is recommended to check whether the Branch will be open on the selected day. The Museum publishes information about opening hours and temporary closures of Branches/Exhibitions on its website: http://muzeumkrakowa.pl/
- 10.4. The Museum reserves the right to freely decide when to start and stop the sale of Tickets and Named Tickets through the System.
- 10.5. The Museum reserves the right to suspend online sales of Tickets and Named Tickets at any time, including for technical or unforeseen reasons.

- 10.6. The Museum reserves the right to close the Exhibition and/or Temporary Exhibition. If a visit is scheduled during closure, the Purchaser is entitled to a refund of the cost of Tickets and Named Tickets, including the service fee.
- 10.7. During visits and while on the premises of the Branch, Visitors and Purchasers must comply with the Rules of Visiting Exhibitions and Remaining on the Premises of the Oskar Schindler Enamel Factory Branch, available at https://muzeumkrakowa.pl/oddzialy/fabryka-emalia-oskara-schindlera under "Regulations." Violation may result in removal from the premises without a refund.
- 10.8. The Museum reserves the right to amend the Regulations.
- 10.9. (Reserved/Not applicable.)
- 10.10. The Regulations are drafted in **Polish and English**. In case of discrepancies, the **Polish version prevails**.
- 10.11. Matters not regulated by these Regulations are governed by applicable law, in particular:
 - Regulation (EU) 2016/679 (GDPR),
 - The Civil Code,
 - Act of 10 May 2018 on Personal Data Protection,
 - Act of 30 May 2014 on Consumer Rights.

Additionally, other Museum regulations available at https://muzeumkrakowa.pl/ apply where not covered by this document.

- 10.12. The Regulations are available on the Museum's website: https://muzeumkrakowa.pl/
- 10.13. The Regulations are effective **from 3 October 2025** and apply to orders for visits starting **2 January 2026** and purchases at the Branch ticket office from **2 January 2026**.