

WROCLAW TOURIST CARD TERMS AND CONDITIONS

I. Definitions:

The terms used in the following Terms and Conditions shall have the following meanings:

1. **Wrocław Tourist Card** is a programme dedicated primarily to tourists and visitors in Wrocław, who are provided preferential access to the services offered by the programme Partners. The purchase of the Tourist Package is the necessary condition for using the services.
2. **DOT** - Dolnośląska Organizacja Turystyczna, its registered office at ul Świdnicka 44, 50-027 Wrocław, e-mail address: karta@dot.org.pl, entered into the Register of Entrepreneurs under KRS number 0000062136, NIP number 8971616995, implementing the programme of the Wrocław Tourist Card based on the agreement with the Municipality of Wrocław.
3. **Partner** is an entity operating based on the agreement with the DOT; Partners provide services at Partner Points in the areas such as culture, sports, entertainment, catering, and hospitality.
4. **Partner Point** is the place where a Partner operates or provides services.
5. **Distribution Point** is a DOT-operated Tourist Information Point where Tourist Packages are sold; Distribution Points operate in the following locations:
 - a) PKP Main Railway Station in Wrocław (address: ul Piłsudskiego 105, 50-085 Wrocław),
 - b) Mikołaj Kopernik Airport in Wrocław (address: ul Graniczna 190, 54-530 Wrocław),
 - c) Wrocław Zoo (address: ul Wróblewskiego 1-5, 51-618 Wrocław),
 - d) Tourist Information Centre at Wrocław Info Souvenirs (address: Rynek 14, 50-101 Wrocław).
6. **Package User** is a person who has purchased their Tourist Package with or without Access to public transport or a person using a Tourist Package assigned to a given Carrier.
7. **Tourist Package** is a selection of services provided by Partners at Partner Points and purchased by the Package User on one of the Carriers. The Package User may purchase a Tourist Package with or without a fare for public transport.
8. **Carrier** is a Tourist Card, Voucher or Tourist Mobile Application carrying an assigned Tourist Package purchased by the Package User, with or without a fare for public transport.

9. **Tourist Card** is a plastic bearer card dedicated to the Wrocław Tourist Card and distributed at Distribution Points.
10. **Voucher** – printed document or a document saved in a PDF file, containing a unique QR code linked with the 3 Tourist Package bought via the Wrocław Tourist Card tap.
11. **Tourist mobile application or the Application** – free of charge application dedicated to the Wrocław Tourist Card, for which economic copyrights are held by the Municipality of Wrocław, meant for mobile devices of the Tourist Package User, distributed by Google Play or AppStore. The Tourist Mobile Application is a work as defined by copyright and it is forbidden to use it in the scope exceeding the license provided in accordance with the Terms and Conditions, in particular for decompilation and sale.
12. **Terms and Conditions** are the Terms and Conditions of the Wrocław Tourist Card, available on the website at www.visitwroclaw.eu and in the Tourist Mobile Application.
13. **Wrocław Tourist Card Tab** is a Wrocław Tourist Card website, available as part of www.visitwroclaw.eu, providing information on the Wrocław Tourist Card, its Partners, Distribution Points, and types of Tourist Packages, and facilitating purchase of a Voucher in the WTC Store.
14. **WTC Store** – internet store “Wrocław Tourist Card”, functioning in the WTC tab, for which economic copyrights are held by the Municipality of Wrocław, conducted by DOT, which sells products included in its offer.
15. **Fare for public transport** is a fare bought by the Package User along with the Tourist Package.

II. General Provisions

1. These Terms and Conditions define the types, range, and conditions of the service provided with Tourist Packages as part of the Wrocław Tourist Card.
2. The Package User is obliged to abide by the rules stipulated in these Terms and Conditions and the terms and conditions of the Partner Points; if they purchased fare for public transport with their Tourist Package, they are also obliged to respect the terms and conditions of Wrocław’s Miejskie Przedsiębiorstwo Komunikacyjne Sp. z o.o.
3. Tourist Packages are distributed by DOT, who act as Tourist Package operators in collaboration with the Municipality of Wrocław to provide preferential access to the attractions offered by the Partners in the programme.
4. Information on the offer of the Partners is available at the Wrocław Tourist Card Tab (especially opening hours and booking requirements).
5. Partner Points available as part of the Wrocław Tourist Card are marked in a

- visible way and are easy to find.
6. Tourist Package Users may use only those of the Partner's services that are offered as part of the Wrocław Tourist Card, provided that the Partner is involved in the programme at the time.
 7. Individual promotions offered by the Partners cannot be combined with promotions available with the Wrocław Tourist Card.
 8. Bookings must be made directly at the hotel (by phone or email) or online.
 9. Tourist Package Users may not use the services that have been withdrawn by the Partners from the Wrocław Tourist Card offer.
 10. DOT is not able to guarantee that the Partner's service will be available, e.g.
 11. due to a limited number of seats or no seats available at the Partner Point.

III. Terms and Conditions of Purchase and Use of Available Tourist Packages

1. Tourist Packages are available for purchase:
 - 1) at Distribution Points,
 - 2) in WTC Store
 - 3) in Tourist mobile application.
2. The Wrocław Tourist Card uses a system of points in which a given number of points is assigned to a Tourist Package purchased for one of the available Carriers and a system of discounts.
3. As part of the Tourist Package, Package Users may purchase free access to Partner Points and discounts or additional free services (e.g. priority service at Partner Points), depending on the offer provided by the Partner as part of the Wrocław Tourist Card.
4. Information on the services available free of charge or with a discount and additional free services, as well as information on the number of points assigned to each service provided by the Partner as part of the Wrocław Tourist Card, can be found at the Wrocław Tourist Card Tab, Distribution Channels and in the Tourist Mobile Application following the purchase of the Tourist Package via this Application.
5. By using a service available as part of their Tourist Package, Package Users spend points assigned to their Tourist Package.
6. In order to verify the availability of the Partner's service available as part of the Wrocław Tourist Part, it is necessary that the Package User shows the Carrier with a valid Tourist Package.
7. The following types of Tourist Packages are available:
 - 1) adult;
 - 2) reduced;

- 3) group.
8. Tourist Package is valid either for 48 hours or 72 hours.
 9. On purchasing their Tourist Packages, Package Users may define when to activate their Packages, including the exact day and hour of activation. By providing the Tourist Package activation date that is within 14 days from the purchase, Package Users agree for the service to be provided before the withdrawal period has expired. It is impossible to change the activation date once the Tourist Package has been purchased.
 10. Package Users may purchase adult or reduced fare for public transport for 48 or 72 hours, which is valid throughout the same period as their Tourist Package.
 11. Adult or reduced Packages come with one fare for public transport only. Group Packages come with a fare for public transport that is suitable for a larger number of users.
 12. In case of ticket inspection in the vehicle, holders of group packages with a fare for public transport that is suitable for a larger number of users must show all the users to the ticket inspector.
 13. Tourist Packages do not provide access to guided tours in museums unless the terms and conditions of individual Partner Points indicate otherwise.
 14. All the remaining points in the package are no longer valid once the Tourist Package has expired.
 15. On purchasing a new Tourist Package on a given Carrier, the existing Tourist Package assigned to the Carrier is no longer valid regardless of its expiry date and the remaining number of points. The expiry date of the Tourist Package may not be extended.
 16. As part of their Tourist Packages, Package Users may use the service of a given Partner Point once or multiple times depending on their Tourist Package. Points available in the Tourist Package are deducted with each usage of the services at Partner Points, as per Partner's offer or the Tourist Package purchased by the User.
 17. The price of the Tourist Package provided in a currency other than PLN is for information only.

IV. Forms of Purchase of the Tourist Packages

1. Purchase of the Tourist Package in a form of a Tourist Card is possible only through Distribution Channels.
2. Purchase of the Tourist Package in the WTC Store proceeds in accordance with the following principles:

- 1) only Tourist Packages available in the offer of the WTC Store may be purchased through the Store;
- 2) prices stated by the WTC Store are given in PLN and are gross prices;
- 3) every person uses the WTC Store on its own behalf; if it is done on behalf of a third person, it means the possession of legally binding power of attorney or other legal authorisations;
- 4) using the WTC Store does not require registration;
- 5) the following are needed to use the WTC Store:
 - a) end device with access to the Internet and a web browser, such as Google Chrome, Firefox or Internet Explorer,
 - b) active e-mail account;
- 6) implementation on the order requires data of the Package User, i.e. e-mail address, and in the case of purchase of the Tourist Package with the Fare for public transport also its first name and surname;
- 7) prior to purchasing the Tourist Package, the person using the WTC Store is obligated to review and accept the Terms and Conditions and comply with rules thereof, as well as with the privacy policy described in this document;
- 8) payment may be done via service Przelewy 24 in one of the forms offered by the Internet Payment Operator;
- 9) following the confirmation of the payment, the purchased Tourist Package is delivered only to the e-mail address stated before implementation of the order;
- 10) the user of the WTC Store is obligated to:
 - a) use it for purposes consistent with its intended use and the functions available therein in accordance with law and good customs, as well as with respect for personal rights and copyright of the Municipality of Wrocław and third persons,
 - b) state true personal data and data concerning the payment,
 - c) not to provide unlawful content via the WTC Store;
- 11) the Municipality of Wrocław, as the owner of the WTC Store, and DOT as the WTC Store manager, shall not be held responsible for any damage sustained by the user, caused by improper functioning of the end device, via which the WTC Store is used, as well as for improper functioning of interfaces or telecommunication connections not being property of the Municipality of Wrocław or managed thereby;
- 12) the Municipality of Wrocław and DOT ensure security of the transactions executed via the WTC Store, excluding the payment process until its transmission to the payment system managed by the Internet Payment

Operator;

- 13) the Municipality of Wrocław reserves the right to change technical functions and the content of the WTC Store;
 - 14) The information on specific risks of using the electronic services provided by DOT or the Municipality of Wrocław by the users constitutes appendix no. 2.
3. Purchase of the Tourist Package in the Tourist Mobile Application proceeds in accordance with the following principles:
- 1) only products available in the offer of the Tourist Mobile Application may be ordered via the Application;
 - 2) prices stated in the Tourist Mobile Application are given in PLN and are gross prices;
 - 3) the following are needed to use the Tourist Mobile Application:
 - a) mobile device with operation system Android (at least version 4.1) or iOS (at least version 7.0);
 - b) installation of the application on the mobile device following downloading in via the internet network;
 - 4) download and installation of the Application is free of charge;
 - 5) downloading the Tourist Mobile Application via the Internet network to the mobile application and using it is connected with the use of data transmission (Internet) in accordance with the rates of the network operator the services of which are used by the User of the Tourist Mobile Application;
 - 6) stating of the User data i.e. e-mail address, is necessary for execution of the order;
 - 7) prior to purchasing the Tourist Package, the User of the Tourist Mobile Application is obligated to review and accept the Terms and Conditions and comply with rules thereof, as well as with the privacy policy described in this document;
 - 8) payment may be done via service Przelewy 24 in one of the forms offered by the Internet Payment Operator;
 - 9) following the confirmation of the payment, the purchased Tourist Package is delivered only to the device on which the Tourist Mobile Application is installed and via which the purchase of the Tourist Package was performed;
 - 10) The Municipality of Wrocław provides:
 - a) continuous access to the services via the Tourist Mobile Application,
 - b) security of the transactions executed in the Tourist Mobile Application, excluding the payment process, until its transition to the payment system manages by the Internet Payment Operator;
 - 11) the Municipality of Wrocław and DOT shall not be held responsible for any

- damage sustained by the User of the Tourist Mobile Application caused by improper functioning of the mobile device, via which it uses the Application, as well as for improper functioning of the interfaces, or telecommunication connections not being property of the Municipality of Wrocław;
- 12) the Municipality of Wrocław reserves the right to change technical functions and content of the Application, including the changes resulting in the necessity of updating the Application through downloading its newest version from the store;
 - 13) the User of the Tourist Mobile Application is obligated to:
 - a) use the Application only for the purposes consistent with its intended use of its functions,
 - b) not to provide unlawful content via the Application;
 - 14) at installation of the Tourist Mobile Application on the mobile device, the Municipality of Wrocław provides the person using the Application a non-exclusive, free of charge license for using the Tourist Mobile Application solely for the purpose of using the offered functions;
 - 15) re-installation of the Tourist Mobile Application with an active Tourist Package do not result in expiry thereof.
4. DOT and the Municipality of Wrocław shall not be held responsible for any problems resulting from delays concerning sales of the Tourist Package, being the fault of any third persons including the Internet Payment Operator.
 5. The information on specific risks of using the electronic services provided by DOT or the Municipality of Wrocław by the users constitutes appendix no. 2.
 6. Terms and Conditions of the Internet Payment Operator is available at the website www.przelewy24.pl.

V. Reduced Fare

1. The following groups are eligible for reduced fare from public transport operators:
 - 1) children 3 to 7 years of age;
 - 2) pupils and university students up to 26 years of age;
 - 3) persons over 65 years of age;
 - 4) persons with moderate or severe disabilities;
 - 5) carers of person with disabilities.
2. Reduced fare is granted to persons listed in § 5 (2) of the Annex to Resolution no. XLVII/1094/17 of the City Council of Wrocław of 19 October 2017 on the rules of payment for transport services provided by local public transport operators.
3. Reduced fare is granted to persons holding a valid document confirming their

eligibility; the document must be provided on request from an authorised employee or ticket inspector in public transport vehicles or in Partner Points.

VI. Reimbursement of Costs and Tourist Package Cancellation

1. The User of the Package purchased in a Distribution Point, the WTC Store or the Tourist Mobile Application shall be entitled to withdraw from the agreement in accordance with provisions of the Act of 30 May 2014, on the rights of a consumer and this Terms and Conditions.
2. The Package User may submit the statement on withdrawal from the agreement within 14 days from the purchase of the Tourist Package (entering into the agreement), subject to paragraph 3.
3. Should the validity period of the Tourist Package start prior to expiry of the 14 days period from the purchase (entering into the agreement), the right to withdraw from the agreement shall be granted from the beginning of the validity period.
4. Reporting an intent to withdraw from the agreement (annulment of the bought Tourist Package) should be done via e-mail: karta@dot.org.pl or at Distribution Point. Template of the agreement withdrawal form (annulment of the bought Tourist Package) constitutes appendix no. 1 to this Terms and Conditions.
5. DOT confirms receipt of the statement on withdrawal from the agreement (annulment of the bought Tourist Package) in electronic or paper form.
6. Reimbursement of the payment shall take place within 14 days from receipt of the report on withdrawal from the agreement in the same form in which the payment for the Tourist Package was made, unless the Package User agrees to another form of reimbursement.
7. The Package Carrier which was lost, stolen or damaged through the Package User's fault shall not be returnable or exchangeable.
8. Package Users are not entitled to reimbursement if they have failed to use the points assigned to their Tourist Package.
9. Package Users are not entitled to reimbursement if they cannot use the services of the Partner for reasons beyond the control of DOT, including no prior reservation or inactive Partner's venue during the valid Tourist Package.

VII. Customer Complaint

1. In the case the User of the Package purchased in a Distribution Point, the WTC Store or the Tourist Mobile Application cannot use public transport or Tourist Package due to the malfunction or damage to the Carrier, which is through no User's fault, they are entitled to file a complaint with DOT.
2. Complaints may be submitted:
 - 1) by email at karta@dot.org.pl

- 2) in writing at ul Świdnicka 44, 50-027 Wrocław, or by submitting it at one of the Distribution Points.
3. When filing a complaint, the Package User shall be obliged to:
- 1) indicate the number of the Carrier and the expiry date of the Tourist Package,
 - 2) provide an accurate description of the malfunction of the Carrier or Tourist Package concerned,
 - 3) provide contact details necessary to respond to the complaint (correspondence address or email address).
4. Complaints may be submitted in Polish, English, or German.
5. Complaints may be filed no later than 14 days after the Tourist Package has expired.
6. Complaints shall be accepted in the same form in which they were submitted.
7. Response to the complaint shall be made within 30 days from the date of its submission.
8. The manner of settling the complaint, including its rejection, shall be notified in writing or by electronic mail.
9. Where the Tourist Card or Voucher is lost, the complaint shall not be accepted.
10. DOT is not responsible for the unauthorized use of the Carrier.
11. Pursuant to Article 36 of the Act of 15 December 2000 on the Trade Inspection, the Package User shall be entitled to provide the Voivodship Trade Inspector with a request for instigation of a mediation proceedings on amicable settlement of a dispute between the Customer and the Seller. The Information on the rules and procedure of mediation conducted by the Voivodship Trade Inspector is available in the seats and on the websites of specific Voivodship Inspectorates of the Trade Inspection.
12. The Package User may obtain a free of charge assistance on settlement of the dispute between the Customer and the Seller, also using the free of charge assistance of the municipal consumer ombudsman or a social organisation which statutory obligations include consumer protection (among others, the Consumers' Association, the Association of Polish Consumers). The advice is provided, among others, by the Consumers' Association Branch in Wrocław at the telephone number 71 344 19 97, e-mail address: Wroclaw@federacja-konsumentow.org.pl and by the Association of the Polish Consumers at a consumer helpline: 801 440 220 or 22 290 89 16.

VIII. Protection of Personal Data

1. By participating in the Wrocław Tourist Card the Package User shall acknowledge, that participation entails processing of ordinary personal data:

first name and surname, e-mail address, telephone ID, unique system identifiers, number and type of the package validity.

2. The User acknowledges that:

1) the Municipality of Wrocław – Municipal Office pl. Nowy Targ 1-8, 50-141 Wrocław, e-mail address wzn@um.wroc.pl is the Administrator of the personal data

2) that the administrator has appointed the Inspector for Personal Data Protection. The Package User may contact him in all cases concerning processing of its personal data and exercising of all rights attributable to the Package User, related with the personal data processing. Contact with the Inspector:

a) by ordinary mail to the address :ul. Gabrieli Zapolskiej 4, 50-032 Wrocław,

b) by e-mail: sebastian.sobecki@um.wroc.pl,

c) by phone +48 71 777 77 24;

3) personal data will be processed for the purposes of participation in the Wrocław Tourist Card, including for examination of a complaint;

4) personal data shall be processed on the basis of Article 6 (1) letter b of Resolution on Protection of Personal Data;

5) the Package User is the source of the collected personal data;

6) the personal data shall be processed for the period necessary for implementation of the aforementioned purposes, but not shorter than in provisions on archiving;

7) personal data shall be processed solely for the purpose of enabling participation in the programme of the Wrocław Tourist Card, by: Municipality of Wrocław, DOT, Comarch Polska S.A., Comarch S.A. Centrum Usług Informatycznych in Wrocław,

3. The Package User shall be entitled to access the personal data and request their correction, correct and supplement of any incomplete data, request limitation of the personal data processing, transfer the personal data and file a complaint to the supervisory body handling personal data protection, i.e. the President of the Personal Data Protection Office.

4. The Personal Data Administrator states that it complies with the requirements of Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in connection with personal data processing and on free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation), and the data specified by the User will be processed in accordance with the regulation.

IX. Final provisions

1. Terms and Conditions shall enter into force on 20.09.2018.
2. Terms and Conditions are liable to amendment.
3. Should any amendments be made to the Terms and Conditions, they will be made public by placing them in the WTC Tab and in the Tourist Mobile Application with stating the date on which the amendment comes into force.
4. The Appendix no. 2 – The information on specific risks of using the electronic services provided by DOT or the Municipality of Wrocław by the users, in accordance with the Terms and Conditions.

TEMPLATE OF THE AGREEMENT WITHDRAWAL FORM

.....

.....

.....

First name and surname

Address for correspondence

(e-mail)

Dolnośląska Organizacja Turystyczna
ul. Świdnicka 44
50-27 Wrocław

**Statement
on withdrawal from the agreement**

Ihereby inform on my withdrawal from the agreement.

Carrier no.....

Carrier purchase date

E-mail address given at the purchase (applies to a purchase via the WTC Tab or
Tourist Mobile Application):

.....

.....

Signature

The information on specific risks of using the electronic services provided by DOT or the Municipality of Wrocław by the users.

Performing the obligation of Article 6 (1) of the Act of 18 July 2002 on provision of electronic services (Journal of Laws of 2017, pos. 1219), **the Municipality of Wrocław** informs on specific risks of using the electronic services by the users.

This information concerns threats, which may potentially occur, and which should be taken into consideration, despite **the Municipality of Wrocław** applying the means protecting the infrastructure of **the WTC Tab, including the WTC Store**, against unauthorised access of any third persons.

The basic threats connected with using the Internet network include:

- 1) malware – various types of applications or scripts having harmful, criminal or malicious effect on the IT network system of the user, such as viruses, bugs, trojans (Trojan horses), keyloggers, dialers;
- 2) spyware – programs spying on activities of a user, which gather information on the user and send them – usually without its knowledge and consent – to the program author;
- 3) spam – unwanted and unordered electronic messages sent simultaneously to multiple receivers, often containing advertisement content;
- 4) phishing (falsely obtaining confidential personal information (e.g. passwords) while posing as a reliable person or institution);
- 5) breaching the IT system through using hacker tools.

In order to avoid the abovementioned threats, the person using the WTC Tab, including the WTC Store, and the Tourist Mobile Application, should equip its computer and other mobile devices, used for the Internet access in antivirus software. The antivirus software should be constantly updated.

Protection against the threats connected with using electronic services by the users is also provided by:

- 1) active firewall;
- 2) any software update;
- 3) not opening any attachments to e-mails of unknown origin;
- 4) reading installation windows of applications and their licenses;
- 5) stopping macros in the MS Office files of unknown origin;
- 6) regular complete scanning of the system with antivirus and antimalware program;
- 7) coding data transfer;
- 8) installation of preventive programs (breach detection and prevention);
- 9) using original system and application, originating from a legal source.

Safe usage of the Tourist Mobile Application via a mobile device:

This information concerns threats which may occur only potentially, but which should be taken into consideration, despite **the Municipality of Wrocław** applying the means protecting the infrastructure of **the WTC Tab, including the WTC Store**, against unauthorised access of any third persons.

- 1) screen lock with password, PIN or movement combination;
- 2) using antivirus software for mobile device protection;
- 3) actualisation of the application and operation system of the device in accordance with the producer recommendations;
- 4) not downloading and not installing any software from unknown sources aside from the official ones (App Store, Google Play);
- 5) not clicking links in SMS/e-mail messages, if it is not certain that they origin from a reliable source;
- 6) not reading QR codes of unknown origin;
- 7) switching off the WiFi/Bluetooth, if it is not used at the moment;

The Tourist Mobile Application dedicated to mobile devices and adopted to the user's device is available in authorised stores (Google Play, App Store).

Acting in accordance with Article 6 (2) of the Act, the Municipality of Wrocław informs that the function and purpose of the software or the data not being the component of the content of the services entered by the Municipality of Wrocław into the IT system of the user, were stipulated in the Privacy Policy contained in this Terms and Conditions.