

## WARSAW PASS TERMS AND CONDITIONS

### **I. Terms of use**

1. Warsaw Pass Card is a voucher, a form of a retail certificate.
2. Warsaw Pass Card cannot be returned for a refund and has no cash exchange value.
3. The Pass can be used from the time of purchase, provided that it is used before the expiry date printed on the reverse of the Pass.
4. The Pass entitles the user to one visit to each of the attractions participating in the program and in case of Warsaw Sightseeing bus tour during the whole validity period, i.e. 24h, 48h or 72h - depending on ordered card. The current list of attractions covered by the Pass is available at warsawpass.com. The entry to the attractions and the bus tour is possible during their opening times and the tour timetable, according to the information on the official website of each attraction. The websites of the participating attractions are listed in the Warsaw Pass information leaflet and on the Warsaw Pass website.
5. The Pass, depending on the time option purchased, entitles the User to one free admission to any of the participating attractions within a period of 24, 48 or 72 hours from the time the Card is first used and activated.
6. The Card is activated, using a card reader, when it is first used to visit one of the participating attractions. The Card is activated by the ticket attendant at the attraction.
7. The Pass entitles the User to discounts and special offers for services provided by the Warsaw Pass Partners, whose current list is available at warsawpass.com. The Pass allows for multiple use of those discounts and services, provided they are available from the Partner.
8. During a visit to a participating attraction, the user must comply with Terms and Conditions of the visited attraction.
9. The Publisher of the Warsaw Pass shall not be liable for any deficiencies of service, quality of merchandise or health and safety at any particular attraction.

### **II. Liability and Complaints**

1. The Publisher shall not be liable for the User not being able to visit a chosen attraction outside its official opening times. The User of the Pass is obliged to confirm the opening hours of the attraction, available on the official Internet page of the attraction, listed in the Warsaw Pass leaflet and on the Warsaw Pass website. This applies particularly to holidays and special events, during which admission to the attractions might be time-limited.
2. The Publisher shall not be responsible for the Warsaw Pass Card after it is issued to the User. Before the Card is issued, a staff member of the issuing location tests the Card by encoding the validity period, which, depending on the variant chosen by the User, is 24, 48 or 72 hours. In particular, the Publisher shall not be liable for any loss, damage, destruction or theft of the Warsaw Pass Card after the card is issued to the Buyer. The User is obliged to make all reasonable efforts to protect the Card from loss, theft and unauthorised use.
3. The Buyer or User shall not raise any claims against the Publisher regarding a loss or damage of the Warsaw Pass Card.
4. The Publisher shall not enable the User or the Buyer of the Warsaw Pass Card to file a notification of a missing or lost Card or to block it.

5. Any transaction carried out using a Warsaw Pass Card is valid regardless of whether the user acquired the card in an authorised or an unauthorised manner. The Buyer or the authorised user shall not raise any claims against the Publisher regarding such unauthorised use.

6. In order to file a formal complaint, the Buyer must:

- a) file a written complaint in Polish or English;
- b) describe the reason for the complaint, quoting the number of the Pass and the address of the issuing location;
- c) provide a correspondence address for communications;
- d) file the written complaint in person at the issuing location of the Card, during the opening hours, or by post to: City Info, Plac Defilad 1, 00-901 Warszawa, skrytka pocztowa 49, marked as „Warsaw Pass”.

7. All complaints regarding the use of the Warsaw Pass Card shall be considered by the Publisher within 30 (thirty) days of the date of receipt, as confirmed by an employee of the issuing location in the case of complaints filed in person, or as delivered to the Publisher's address specified in clause 6 d).

8. Complaints regarding the services purchased using the Pass may be filed in accordance with general regulations.

### **III. Final provisions**

1. The issue of the Warsaw Pass Card does not constitute a sale liable to the goods and services tax (VAT) in view of the current tax regulations. The buyer shall receive, on request, stated not later than the time of issue, a written confirmation of the payment.

2. The Warsaw Pass Card is not an electronic payment instrument, including a payment card, in view of the current regulations.

3. In any matters not covered by these Terms and Conditions, regulations concerning bearer vouchers and other current legislation shall apply.

4. The contents of these Terms and Conditions is available at the issuing locations where the Card can be purchased as well as on the Publisher's website at [warsawpass.com/card-info](http://warsawpass.com/card-info).

5. Detailed information about the conditions of use of the Card is available from the staff members at the issuing locations or at [warsawpass.com](http://warsawpass.com).

6. The Publisher reserves the right to change or amend these Terms and Conditions without specifying the reasons. The Users shall be informed about any changes with due notice of not fewer than 14 days. Such information will be made public by being published on the [warsawpass.com/card-info](http://warsawpass.com/card-info) Internet page.

7. Any changes or amendments to the Terms and Conditions shall come into effect fourteen days after their publication at [warsawpass.com/card-info](http://warsawpass.com/card-info).

Warsaw, January 2nd, 2015