

## REGULATIONS

### §1. General provisions

1. These Regulations set out the terms and conditions of purchase of admission tickets to the events listed on [www.jessica-ali.com](http://www.jessica-ali.com) organised by Jessica Ali conducting business activity under the business name of Funky Flava Jessica Ali with its registered office in Góra at ul. Reymonta 8/2, NIP (Tax Identification Number): 5010030034
2. In order to use the service, these Regulations should be read and followed. The confirmation of purchase of a ticket to the event means acceptance of these Regulations.
3. The terms used herein shall have the following meaning:
  - a. Service Provider – Funky Flava Jessica Ali with its registered office at ul. Reymonta 8/2, 56-200 Góra, NIP: 5010030034;
  - b. Event – a set of services consisting of the event related to the High Heels dance and mindfulness program which may be provided by the Service Provider, carried out within the thematic scope and the time limit specified in detail in the Offer;
  - c. Offer – a unilateral statement of the Service Provider included in the Event Description concerning the activities offered by the Service Provider as part of the Event. The Offer includes the price for admission tickets to the Event, venue, programme, event date, and the number of seats available to the Participants;
  - d. Consumer – pursuant to the Polish Civil Code of 23 April 1964 – a User who as a natural person performs an act in law not directly related to their business or professional activity. Within the meaning of these Regulations, a Consumer shall be also an entrepreneur running a one-man business who enters into contracts which do not have a professional nature arising from the subject of its activity;
  - e. Participant – a natural person (with full capacity to perform acts in law) who placed or intends to place an Order. The Participant may be both a Consumer and an entrepreneur;
  - f. Order – a transaction initiated by the Participant by placing an order leading to the conclusion of a contract between the Service Provider and the Participant. The Order shall be placed via the Internet in the form of a distance contract. The Contract may be concluded either through the Service Provider's online store or via e-mail;
  - g. Store – an online store maintained by the Service Provider at [home.pl](http://home.pl);
  - h. Regulations – this document, available at [www.jessica-ali.com](http://www.jessica-ali.com), sent by the Service Provider at each request of the Participant.
4. Detailed information on Events can be found at [www.jessica-ali.com](http://www.jessica-ali.com) and is provided by the Service Provider by e-mail in response to an inquiry sent by the User to the following e-mail address: [info@jessica-ali.com](mailto:info@jessica-ali.com)
5. The Rules of Participation in the Event can be found at [www.jessica-ali.com](http://www.jessica-ali.com). By purchasing a ticket to the Event, the Participant accepts said Rules of Participation in the Event.
6. Users may contact the Service Provider by email: [info@jessica-ali.com](mailto:info@jessica-ali.com)

## § 2. Terms of e-service

1. In order to place an order via the Store, the Participant must meet the following technical requirements:
  - a. have a computer, laptop, or any other device connected to the Internet;
  - b. have access to electronic mail;
  - c. use a web browser (Internet Explorer 7.0 or newer, Mozilla Firefox 3.0 or newer, Opera 11.0 or newer, Google Chrome 20.0 or newer, Safari 5.0 or newer);
  - d. use a minimum screen resolution of 1024x768;
  - e. enable the option to save cookies in the web browser.
2. The online store provides access to e-services through an Order Form. The Store does not charge any fees for the performance of such service.
3. The above service shall be provided for a definite period of time, i.e. the time during which the Participant uses the Order Form for the purpose of placing the Order.

## §3. Order submission

1. The Service Provider shall sell admission tickets to the Event via the Store.
2. The Event shall take place at the venue and on the days indicated in the Offer.
3. The Offer shall be posted on the Service Provider's website or sent to the Participant's e-mail address.
4. Orders may be placed using the Order Form available on the website. The Service Provider shall not conduct sales by phone or e-mail.
5. If an Order is placed through the Store:
  - a. In order to make a purchase, the Participant shall select a product of interest in the Store. Then they move the product to their cart by clicking "Add to cart" button. After the Participant is done selecting products, they move to the tab where they can select the product delivery and payment methods.
  - b. Afterwards, the Participant clicks "Order and pay" button, which shall redirect the Participant to the webpage containing information on the order performed.
  - c. In order to place an order, the Participant shall confirm the order by clicking "Order and pay" button below order summary.
  - d. By clicking "Order and pay" button, the Participant declares to be aware of making an order with obligation to pay.
6. The Participant shall provide the Service Provider with the data necessary for the Participant to purchase an admission ticket to the Event and for the purpose of settlement, i.e. full name, correspondence address, phone number.
7. After obtaining all necessary data, the Service Provider shall send an e-mail confirming order placement along with information concerning its performance, which should include: main features and date of the Event, total price including taxes, presentation of Participant's personal data provided to the Service Provider. In addition, the Service Provider shall indicate transfer details along with the Service Provider's account number.

8. With confirmation of order placement, the Participant shall be bound by the obligation to pay.
9. The Contract between the Participant and the Service Provider shall be concluded once the Service Provider receives its remuneration.
10. The Contract shall be concluded in Polish or English (at the Participant's discretion), with the wording consistent with these Regulations, the Rules of the Event, and the Offer selected by the Participant.
11. The concluded contract shall be stored, secured and made available by:
  - a. making these Regulations and the Rules of the Event available on the Store's website;
  - b. sending the e-mail referred to in §3(7) to the Participant.
12. It is forbidden to provide incorrect data.
13. Should reasonable doubts arise as to the accuracy of data provided by the User, the Service Provider may withhold the issue of a ticket to the Event until such doubts have been resolved.

#### §4. Settlement

1. The price of a ticket granting access to the Event is specified in the Offer concerning each Event.
2. All prices specified in the Offer shall be gross prices (including VAT) expressed in Polish zlotys.
3. The Service Provider does not provide access, food (or drinks) and/or accommodation, and the price of the admission ticket to the Event does not include the aforementioned costs.
4. The Participant is obliged to pay the ticket price in advance within 3 days from the date of purchase or in installments listed in the Event description, in the manner indicated at the Store, by means of electronic payment available therein.
5. The Service Provider may issue a VAT invoice to the Participant if the latter reports this fact by the price payment date at the latest.

#### §5. Withdrawal from the contract

1. The provisions set forth in this Article shall constitute powers granted exclusively to a Participant who is a Consumer.
2. The Participant shall have the right to withdraw from the service contract concluded with the Service Provider within 14 days from the date of conclusion of the contract without stating the reason for withdrawal.
3. A statement of withdrawal from the contract may be submitted by the Participant by means of a contract withdrawal form available at the end of these Regulations, which can be sent electronically to: [info@jessica-ali.com](mailto:info@jessica-ali.com) or by post.
4. Submitting the statement of withdrawal from the contract without using the form does not influence the effectiveness of the withdrawal. In order for the statement to be effective, it must be sent prior to the expiry of the time limit mentioned above.

5. The Service Provider shall immediately confirm acceptance of the statement of withdrawal from the contract by e-mail.
6. Should the statement of withdrawal from the contract be sent, the contract is deemed invalid.
7. The Service Provider shall return the Participant's payment within 7 business days from the date of receipt of the Consumer's statement of withdrawal from the contract by transferring the aforementioned amount to the Participant's account, unless the Consumer has expressly agreed to another payment refund method.
8. The right to withdraw from the contract shall not apply to contracts whose subject matter includes services related to leisure, entertainment, sports or cultural events, if the contract provides for a specific date or period of provision of such a service.

#### §6. Complaints

1. The Service Provider shall provide services, including electronic services, free from physical and legal defects.
2. The liability of the Service Provider for physical or legal defects shall expire after two years from the date of conclusion of the contract. Before the aforementioned time limit expires, the Consumer may notify the Service Provider of a defect by sending an appropriate e-mail message to the following address: info@jessica-ali.com or the postal address.
3. The Consumer shall not be bound by the complaint submission methods mentioned above. They may submit a complaint in any way, provided that they use a durable medium.
4. The complaint must include:
  - a. full name or business name of the Participant,
  - b. address of residence / registered office for correspondence purposes,
  - c. a proof of purchase of the ticket (e.g. receipt, invoice, proof of transfer, etc.),
  - d. a detailed description of the service being the subject of complaint,
  - e. an indication of the defect that does not conform to the contract,
  - f. the claim of the person submitting the complaint (withdrawal from the contract, price reduction, defect removal),
  - g. the date of its submission and a signature of the person submitting the complaint.
5. The Service Provider acknowledges that the complaint has been received.
6. If the complaint is not accepted, the Service Provider shall send a relevant message to the Participant.
7. If the Service Provider does not respond to the consumer's complaint within 14 calendar days from the date of delivery of such complaint, it shall be assumed that the Service Provider has accepted the consumer's complaint and claim.

#### §7. Protection of personal data

1. We shall process only the following personal data: full name, phone number, e-mail address, address of residence.

2. The personal data controller is shall be the Service Provider.
3. Personal data shall be processed for the purpose of selling tickets and providing services to Participants as well as for handling potential claims, complaints, and tax and accounting issues. Personal data shall be stored until the expiry of all claims of the Service Provider and the Participant. Personal data shall be processed on the basis of the contract concluded with the Participant.
4. Personal data shall be provided on a voluntary basis, however failure to provide personal data makes it to purchase an admission ticket to the Event and enter into the contract.
5. The Participant shall have the right to request access to their personal data, rectify or erase them and to restrict their processing. Furthermore, the Participant shall also have the right to withdraw their consent at any time without affecting the lawfulness of processing, the right to data portability and the right to object to the processing of their personal data.
6. The Participant shall have the right to lodge a complaint with the President of the Personal Data Protection Office.
7. Personal data shall be transferred exclusively to the subcontractors of the Organiser, i.e. suppliers of IT services.

#### §8. Non-judicial dispute resolution

1. In order to resolve a dispute arising in connection with the conclusion of the contract, the Consumer shall have the right to request assistance from the following institutions by bringing a case to a common court of law:
  - a. a permanent amicable consumer court referred to in the Act on Trade Inspection of 15 December 2000, by filing a motion to settle a dispute arising from the contract;
  - b. the Voivodeship Trade Inspection Authority, by requesting to initiate mediation proceedings in order to resolve the dispute amicably;
  - c. the poviats or municipal consumer ombudsmen or a social organisation protecting consumer rights.
2. Detailed information on possible non-judicial dispute resolution and available procedures shall be provided in registered offices and at websites of institutions such as the Trade Inspection Authority, poviats (municipal) consumer ombudsmen, social organisations protecting consumer rights and the Office of Competition and Consumer Protection (UOKiK).
3. Online dispute resolution platform for consumers and entrepreneurs at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual webpage with a comprehensive service point for consumers and entrepreneurs seeking non-judicial settlement of a dispute regarding contractual obligations arising from an online sales contract or service contract.

#### §9. Final provisions

1. The Service Provider reserves the right to change the date of Event or cancel it if tickets were sold to fewer than 70 (say: seventy) Participants, in the case of government restrictions preventing the Event from taking place or in the case of other fortuitous events affecting the Service Provider. The Service Provider shall notify the Participant of the aforementioned events without delay.
2. If the Event is cancelled by the Service Provider, the Service Provider shall, at the Participant's discretion, return the amount paid (within 7 days of the Participant's settlement method notification) or credit it to the price of a subsequent next Event on the basis of a separate Order placed by the Participant.
3. The Participant shall not be entitled to seek refund of the price paid for the ticket if they have not used the admission ticket to the Event for reasons not attributable to the Service Provider.
4. To any matters not regulated herein, the provisions of generally applicable law, in particular the Act of 23 April 1964 – the Civil Code and the Act on Consumer Rights of 30 May 2014, shall apply.
5. Any disputes arising from these Regulations and the concluded contract shall be governed by Polish law. The court competent for settling any and all disputes shall be the court having territorial jurisdiction over the registered office of the Service Provider, unless a provision of generally applicable law reserves exclusive jurisdiction of another court. The court competent for disputes to which the Consumer is a party shall be the Consumer's place of residence.
6. These Regulations shall be effective as of 15 October 2022.

CONTRACT WITHDRAWAL TEMPLATE

(this form shall only be completed and sent if you want to withdraw from the contract)

Addressee:

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– I/We(\*) hereby give notice that I/we(\*) withdraw from my/our(\*) contract for the provision of the following services:

Contract execution date:

Full name of the consumer(s)\*:

Address of consumer(s)\*:

Signature of the consumer(s) (only if this form is sent on paper):

Date:

\*delete as appropriate