

Terms and conditions of the hypeglobal.pro voucher

§ 1 Definitions

1. Terms and Conditions - these terms and conditions for the purchase and use of value Vouchers and Product Vouchers biletyna.pl.
2. Publisher - Targrem sp. z o.o. with its registered office in Warsaw 02-701, at 23/82 W. Żywnego Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the m.st of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under KRS number 0000969920, NIP number 5213966858, REGON number 521919398 that is the issuer of the Value Voucher or Product Voucher.
3. Portal - a transaction portal operating under the domain hypeglobal.pro, run by the Publisher.
4. Value Voucher - a document confirming the conclusion of a bearer voucher sale agreement between the Issuer and the Client, which can be exchanged for Tickets and Goods available on the Portal. The voucher has a unique number, code, face value and expiration date.
5. Product Voucher - a document confirming the conclusion of a contract for the sale of a bearer voucher between the Issuer and the Client, which can be exchanged for the Goods indicated by the Client, having a name with the Goods, a unique and confidential code and an expiry date.
6. Voucher - a value voucher or a product voucher.
7. Client - a person or entity purchasing a Voucher on the Portal.
8. User - a person using a Voucher in the process of purchasing a Ticket or Goods.
9. Event - a concert, performance or any other cultural, entertainment or sports event for which Tickets are available via the Portal.
10. Ticket - a ticket blank or a PDF ticket entitling to enter the Event to which the ticket relates.
11. Merchandise - books, DVDs, Blu-Ray Discs or other goods and gifts related to the Event or an artist participating in the Event.
12. UPK - Act of 30 May 2014 on consumer frames (Journal of Laws of 2014, item 827, as amended).
13. GDPR - 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
14. APESIA - Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended).

§ 2 General conditions

1. The Terms and Conditions apply to the purchase and use of Vouchers on the Portal.
2. The Client confirms that they have read the Terms and Conditions by marking the appropriate box on the Portal when purchasing the Voucher, and the purchase of the Voucher is tantamount to accepting the Terms and Conditions.
3. The Terms and Conditions have been prepared in accordance with Article 8(1)(1) of the APESA and in order to meet the information obligations of the entrepreneur in contracts concluded outside the business premises or at a distance, which the Publisher as an entrepreneur is obliged to provide pursuant to Article 12(1) of the UPK.

§ 3 Conditions, purchase and rules of using the Value Voucher

1. Procedure for purchasing a value voucher:
 1. filling in the form for the purchase of a value Voucher on the Portal, including the selection of the nominal value and providing the Client's data,
 2. confirmation of reading the Regulations,
 3. choosing a payment method from the list available on the Portal and making it,

4. The Value Voucher is delivered via the Client's e-mail in the form of an attached PDF file.
2. If the Client has decided to allocate the refund for the Tickets purchased on the Portal to the Event that has been cancelled for the purchase of a Value Voucher, the purchase form is filled in with the data held by the Issuer in the following scope:
 1. value of the value Voucher: 100% of the refund amount.
 2. name, surname, e-mail, telephone number: data from the transaction for which the refund is due, and the payment for the purchase of the value Voucher is made with the funds from the refund and the Client agrees to it
3. When purchasing Tickets or Goods on the Portal using a value Voucher, the provisions of the Terms and Conditions of Sale on the hypeglobal.pro portal available on the <https://hypeglobal.pro/regulaminy/> website
4. A value voucher entitles the User to full or partial payment for Tickets or Goods on the Portal on the following terms:
 1. if the value of the value of the value Voucher is less than the value of the purchased Tickets or Goods, the User has the right to use the value Voucher as a partial payment for the Tickets or Goods,
 2. if the value of the value of the Voucher exceeds the value of the purchased Tickets or Goods, the funds remaining after the purchase of the Tickets or Goods may be used for another full or partial payment on the Portal for the Tickets or Goods.
5. When making payments for Tickets or Goods, many Value Vouchers may be indicated - the value of the Vouchers used by the User is added together.
6. A value voucher is valid for 48 months from the date of its purchase and this period cannot be changed. The validity period of the value voucher is stated in its content.
7. A value voucher cannot be redeemed after its expiry date.
8. A value voucher cannot be exchanged for cash, either in part or in full.
9. A value voucher cannot be used to pay for the purchase of another value voucher.
10. The value voucher will be redeemed for the User using it in the process of purchasing Tickets or Goods.
11. The Client is not entitled to transfer the rights to the Value Voucher to third parties or third parties.
12. The User can check the current value of the Value Voucher by contacting us by e-mail at office@hypeglobal.pro.
13. The Issuer is not responsible for value Vouchers that have been stolen or damaged, unless the damage is due to the fault of the Issuer.
14. In the event of cancellation of an Event for which the Client purchased a Ticket using a value Voucher, the Issuer undertakes to:
 1. issue a new value Voucher, in accordance with paragraph 5 above, with a value equal to the amount to be refunded, or
 2. refund the funds according to the Client's choice.
15. A Client who is a consumer within the meaning of the Civil Code, subject to section 19, may withdraw from the agreement and

return the value voucher purchased directly from the Issuer within 14 days from the date of purchase, by sending a scan of the completed and signed return form, the template of which is attached to the Terms and Conditions, to the following email address: office@hypeglobal.pro.
16. The Client loses the right to withdraw from the agreement, in accordance with the paragraph above, if, before the expiry of the withdrawal period, the Issuer has performed the service resulting from the purchased Ticket, and the purchase of the Ticket was paid for with a given value Voucher.

17. If the value Voucher was paid for with a refund for the cancelled event, the refund will be made by the payment method from the related transaction of purchase of the Ticket or Merchandise.

§ 4 Terms, purchase and rules for using the Product Voucher

1. If Product Vouchers are available for a given Event, the Client has their list presented on the ticket purchase form and can add them to the booking in accordance with the Terms and Conditions of Sale on the biletyna.pl portal available on the <https://biletyna.pl/static/regulamin.html> website.
2. The Customer who is a consumer has the right to withdraw from the agreement without giving a reason for the Product Vouchers within 14 days from the date of its delivery.
3. The right referred to above does not apply to Product Vouchers for Goods that are audio or visual recordings, and the protective packaging of these Goods has been opened after delivery, in accordance with Article 38(9) of the UPK.
4. The Client who is a consumer may withdraw from the agreement by way of an unequivocal statement of the Publisher sent by post or e-mail to: Targrem sp. z o.o. with its registered office in Warsaw 02-701, W. Żywnego 23/82, e-mail: office@hypeglobal.pro.
5. The model withdrawal form referred to above is attached to the Terms and Conditions and is available on the Portal, but failure to use this template does not have negative consequences for the Client, in particular it does not affect the effectiveness of the withdrawal.
6. In order to meet the deadline for withdrawal from the agreement, it is sufficient for the Client to send a statement regarding the exercise of their right before the deadline for withdrawal from the agreement.

In the event of withdrawal from the agreement, the Publisher shall return to the Client all funds received regarding this agreement, immediately, and in any case no later than 14 days from the date on which the Publisher was informed of the Client's decision to exercise the right to withdraw from the agreement.

7. The Issuer will refund the payment using the same payment method that was selected by the Client in the original transaction, unless the Client explicitly indicates a different method of refund.
8. In any case, the Client does not incur any fees in connection with the return of funds in connection with the withdrawal from the agreement.
9. A product voucher entitles to exchange the voucher of the Goods indicated in the name for one item.
10. In order to exchange for Goods, the Client presents the voucher to the staff at the marked stand in the facility before the Event.
11. Product vouchers are non-refundable, with the exceptions of sections 13 and 14.
12. In the case of a return related to the performance of the withdrawal from the agreement, the Client shall send the Goods to the Publisher's address immediately, and in any case not later than 14 days from the date on which the Client informed the Publisher about the withdrawal from the agreement.
13. The provisions of section 12 shall not apply to the return of the Goods in the exercise of rights resulting from defects of the Goods or their non-compliance with the sales agreement, which will be considered on the terms resulting from the generally applicable provisions of law, including the Civil Code (Journal of Laws of 1964 No. 16, item 93, as amended).
14. Once used, the Product Voucher cannot be used again.
15. The product voucher cannot be redeemed after the expiry date.
16. The product voucher cannot be exchanged for cash in whole or in part.
17. Product vouchers not purchased directly from the Issuer, in particular resold, are invalid.
18. Resale or attempted resale of a Product Voucher voids it without refund of the money incurred for its purchase.
19. A product voucher is not an electronic payment instrument.

§ 5 Delivery and amendment of the Terms and Conditions

1. The Terms and Conditions are made available during the purchase of a value Voucher or a Product Voucher and attached to the e-mail sent to the Client after the purchase of the Voucher.
2. The Publisher reserves the right to make changes to the Terms and Conditions.

3. The Issuer will inform the Client about the planned change to the Terms and Conditions by sending relevant information to the e-mail address indicated by the Client when purchasing the Voucher. The information will be sent at least 14 days before the date of entry into force of the changes.
4. If the Client does not accept the new content of the Terms and Conditions, they have the right to withdraw from the agreement within 14 days from the date of receipt of the notification of the change in accordance with paragraph 3 above.

§ 6 Final provisions

1. The voucher sold by the Issuer is not an electronic payment instrument within the meaning of applicable law. A voucher is an electronic form of a voucher.
2. The administrator of the Client's personal data is the Publisher - Targrem sp. z o.o. with its registered office in Warsaw 02-701, at 23/82 W. Żywnego Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the m.st. of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under KRS number 0000969920, NIP number 5213966858, REGON number 521919398,
 1. Contact to the personal data administrator: info@hypeglobal.pro,
 2. The Client who is a natural person consents to the processing of their personal data to the extent necessary to purchase and use the Voucher,
 3. personal data, after the expiry of the legal basis for further processing, are anonymized,
 4. the data storage period is determined in accordance with the purpose of the services,
 5. The scope of the processed data includes name, surname, e-mail, telephone number,
 6. The legal basis for the processing is the activity necessary to conclude the contract in accordance with Article 6(1)(b), and after the order is completed, the data is processed on the basis of Article 6(1)(c), (f) of the GDPR in conjunction with the APES, Article 18(1) within the framework of the APES: Article 19(2)(1) and (4) of the Accounting Act of 29 September 1994: Article 74(2)(1) and (3) and the Tax Ordinance Act of 29 August 1997: Article 32(1), Article 86.
3. Complaints regarding Vouchers are considered by the Issuer within a maximum of 10 working days and should be sent to the reklamacje@biletyna.pl e-mail address or to the address of the Issuer's registered office.

Attachment:

Name of consumer(s)

Address of the consumer(s)

City, date

Targrem sp. z o.o.

Warsaw 02-701

W. Żywnego 23/82, e-mail: office@hypeglobal.pro

Statement

on withdrawal from a contract concluded remotely or outside the company's premises

- I/We* hereby inform your* of my/our* withdrawal from
 - contracts for the sale of the following items*
 - contracts for the supply of the following items*
 - a contract for specific work consisting in the performance of the following things/for the provision of the following service*

- Date of conclusion of the agreement₁/Receive₂* __ . __ . ____

Signature of the consumer(s)

* Delete as appropriate.

₁ indicate if the contract concerned the provision of services ₂ specify if the contract concerned the purchase of goods