

Terms and Conditions of the hypeglobal.pro portal

§ 1 Definitions

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

1. Terms and Conditions – these Terms and Conditions of the biletyna.pl Portal
2. Portal – a portal run by the Operator, operating under the domain biletyna.pl or available in the "Events" view.
Mobile application.
3. Mobile Application – client software of the Operator named "biletyna.pl", operating on smartphones with Android system from version 7.1 or iOS from version 11.0, which may be downloaded and installed by the Client from Google Play or App Store, respectively.
4. Operator - 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.
5. Client – a person or entity using the permanent services of the Portal
6. Customer Profile – a set of resources and authorizations within the Portal or Mobile Application assigned to a specific Customer
7. Newsletter - a service of providing information by electronic means about offers and promotions of concerts, performances, cultural, entertainment or sports events
8. 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)
9. APESIA – Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204)

§ 2 Scope of application of the Regulations

1. The Terms and Conditions define the rules for creating a Client Profile on the Portal or in the Mobile Application, and then using the permanent services of the Portal and the Mobile Application.
2. The Terms and Conditions have been prepared in accordance with Article 8(1)(1) of the APESA and in order to fulfil the information obligations of the entrepreneur in agreements concluded outside the business premises or at a distance, which the Operator as an entrepreneur is obliged to provide pursuant to Article 12(1) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827).

§ 3 Types and scope of permanent services provided by the Portal

1. Sending marketing information from the Operator to the Client in the form of a Newsletter or PUSH notification, which is commercial information within the meaning of Article 10(1)(2) of the APES, provided that the Client subscribes to the Newsletter or creates a Client Profile and has a Mobile Application.
2. Fast shopping path through a pre-filled reservation form - purchase with data from the Client's account profile, in particular: name, surname, e-mail address, telephone number, payment method - provided that the Client's Profile is created and completed.
3. Access to the list of reservations with the possibility of downloading/displaying the ticket.
4. Possibility to receive discounts on service fees when making a reservation - provided that the Customer Profile is completed.
5. Services sections 1-4 may be provided with the use of the Mobile Application.

6. In the Mobile Application: the possibility of presenting the ticket in the form of a QR or NFC code (in the case of the Mobile Application on Android), as well as transferring the ticket to a third party.

§ 4 Payment for having an account on the Portal

Having an account on the Portal is free of charge.

§ 5 Start, Period and Termination of Services

1. The process of creating a Client's account on the Portal can be initiated alternatively:

1. a) by calling the "Create an account" action from the level of the reservation form - purchase or the main page of the Portal and completing the Customer Profile or through the "Create an account" action in the Mobile Application;
2. b) by filling in the Newsletter subscription form, launched from the main page of the Portal and triggering the action with the "Subscribe" button;
3. c) by selecting the Newsletter subscription checkbox on the booking form and triggering the action with the "Order with obligation to pay" button.

Available payment methods:

Payment cards:

*Visa

*Visa Electron

*Mastercard

*Mastercard Electronic

*Maestro

The entity providing online payment services is Autopay S.A.

The seller shall refund the payment using the same method of payment as the consumer, unless the consumer has expressly agreed to another method of reimbursement that does not involve any costs for the consumer..

The order processing time is counted from the moment of obtaining a positive payment authorization.

If the Client chooses the method of payment by bank transfer, electronic payments or payment card – from the date of crediting the Seller's bank account.

2. The Client confirms that they have read the Terms and Conditions by ticking the appropriate checkbox when completing the Client Profile or subscribing to the Newsletter.
3. Creating an account requires activation by:
 1. clicking on the activation link in the content of the received welcome e-mail or
 2. completion of the "Login with Facebook", "Sign in with Google", "Log in with Apple" process initiated on the Portal, or
 3. logging in to the Mobile Application using "Continue with Google", "Continue with Apple" or "Continue with Facebook" or
 4. setting up a profile in the Mobile Application using "Create an account"
4. Clicking on the activation link or completing the process in accordance with section 3 letters b-d is tantamount to accepting the Terms and Conditions and starting to use the permanent services of the Portal.
5. The use of the account on the Portal is indefinite.
6. The Client may close the account at any time by:

1. Calling the action with the "Delete profile" button, available after logging in;
2. clicking on the appropriate link in the content of the e-mail with the Newsletter, if the Client's Profile is not completed and it is not possible to log in to the account, and receiving the Newsletter is the only service used by the Client.

Contact with the Operator via e-mail address: office@hypeglobal.pro or contact form

§ 6 Referral program

1. A referral program account (Referral Account) and a related referral code are assigned to the Client Profile, which is a unique string of characters that the Referring Client may transfer to the Recommended Client (hereinafter referred to as the Referral Code). The referral code is presented in the Customer Profile view and can be placed in the referral link.
2. 50% of the service fee expressed in PLN from a booking made with the use of the Referral Code is credited to the Recommending Account, if the following conditions are met at the same time:
 1. The Recommended Client will enter the Referral Code in the Referral Code field of the booking form and pay for the booking,
 2. The recommending Client has an active Recommending Account at the time of making the reservation referred to in paragraph above,
 3. The Referred Client is not at the same time the Recommending Client.
3. If the Client has an active Referral Account and makes a reservation without entering the Referral Code, 50% of the service fee expressed in PLN from this reservation is credited to their Referral Account.
4. The balance of the Recommending Account is presented in the Client Profile view.
5. The amount up to the balance of the Recommending Account can be used in order to receive an amount discount when making purchases on the biletyna.pl portal in accordance with the Terms and Conditions of Sale on the biletyna.pl portal, with the discount only applying to the ticket price.
6. The funds accumulated on the Referral Account are not transferable to other Client Profiles, nor can they be exchanged for vouchers or cash.
7. All funds on the Referring Account have a fixed validity period and can be used within 365 days from the date of the last reservation created in accordance with paragraph 2 or 3 and increasing the balance. After 365 days from this date, unless there is a new credit to the Referring Account, the funds are extinguished and reset the balance of the Referring Account.
8. The Client may resign from the Referral Program at any time by disabling it in the Client Profile view. In this case, the balance of the Referral Account is not increased, even if the correct Referral Code is provided.
9. The Operator reserves the right to terminate the referral program by informing about it at least one month in advance. Termination of the referral program does not constitute a change to the terms and conditions. Along with the information about the planned discontinuation of the program, the notification by e-mail will provide information on how to use the funds on the Recommending Party's Account so as not to infringe the acquired rights.

§ 7 Complaints

Any complaints of the Client are considered by the Operator within a maximum of 10 working days and ought to be sent to the office@hypeglobal.pro email address, via contact form via mobile application or to the correspondence address of the Operator.

1. Any disputes related to the services provided by the Operator within the Portal will be resolved by common courts.

§ 8 Conditions and technical requirements for the provision of services

1. In order to properly use the Portal, it is necessary to use up-to-date versions of web browsers compatible with the HTML5 standard with JavaScript and SSL enabled.
2. An email account is required.

§ 9 Personal data protection - privacy policy

1. The administrator of Client's personal data is the Operator - 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,

To contact the personal data administrator, please use the following e-mail address: info@hypeglobal.pro.

2. The Seller is the administrator of personal data provided by the Buyer while using the Store. Detailed information on the processing of personal data by the Seller – including other purposes and grounds for data processing, as well as data recipients – can be found in the Privacy Policy available in the Store – due to the principle of transparency, contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) – "GDPR".
3. The purpose of processing the Buyer's data by the Seller, provided by the Buyer in connection with purchases in the Store, is the execution of orders. The basis for the processing of personal data in this case is: the sales contract or actions taken at the request of the Buyer, aimed at its conclusion (Article 6(1)(b) of the GDPR), the Seller's legal obligation related to accounting (Article 6(1)(c)) and the Seller's legitimate interest in processing data for the purpose of establishing, pursuing or defending possible claims (Article 6(1)(f) of the GDPR).
4. By contacting the data administrator, the Client may request access to their personal data in order to rectify them, delete them by anonymization, transfer, limit processing or may object to their further processing.
5. Personal data, after the expiry of the legal basis for further processing, shall be anonymized.
6. The data storage period is determined in accordance with the purpose of the services.
7. Information on the processed personal data in connection with the Newsletter service in order to periodically receive information about offers and promotions selected for the Client:
 1. a) The Client, who is a natural person subscribing to the Newsletter, consents to the processing of their personal data to the extent necessary to store preferences and send the Newsletter. Offers and promotions can be selected (profiled) for each Client separately.
 2. b) the scope of processed data includes the e-mail address and IP address from which the subscription to the Newsletter was made and confirmed.
 3. c) the legal basis for the processing is:

Performance of a contract (in accordance with Article 6(1)(b) of the GDPR) to which the Client is a party who has an active profile and has set their preferences regarding the Newsletter, where the processing is carried out in accordance with the settings or

in the "Subscribe to the Newsletter" process from the main page of the Portal, read and accepted the Terms and Conditions, set preferences, and then clicked on the link from the e-mail to confirm the subscription to the Newsletter and did not cancel the subscription by clicking on the unsubscribe link contained both in the first e-mail with the confirmation of subscription and in the e-mail of each subsequent Newsletter

6. Consent to the processing of personal data (in accordance with Article 6(1)(a) of the GDPR) expressed by the Client by ticking the checkbox on the ticket purchase form, and then confirmed by clicking on the Newsletter activation link, which has not been withdrawn by clicking on the unsubscribe link contained both in the first subscription confirmation e-mail and in the e-mail of each subsequent Newsletter.

7. Information on the processed personal data in connection with services depending on the profile, in particular: fast shopping path, purchase history, referral program:

1. a) By completing the profile, the Customer who is a natural person agrees to the processing of their personal data to the extent necessary to ensure a fast shopping path, purchase history and referral program.
2. b) the scope of processed data includes name, surname, telephone number, address, e-mail address, and IP address from which the account was activated. If you use "Continue with Facebook", "Continue with Google" or "Continue with Apple", the Customer's device ID is also processed.
3. c) the legal basis for the processing is the performance of the contract (in accordance with Article 6(1)(b) of the GDPR) to which the Client is a party who, in the process of creating the profile, has read and accepted the Terms and Conditions, and then activated the profile.

8. The Client has the right to lodge a complaint regarding the processing of his data by the Operator to the supervisory authority:

Office for Personal Data Protection, contact to the supervisory authority is available on the website <https://uodo.gov.pl/>.

§ 10 Rules for amending the Regulations

1. The Operator may amend the Terms and Conditions in the following cases:
 1. a) Update contact details;
 2. b) Changes to the services provided by the Portal;
 3. c) Make changes related to the security or protection of personal data;
 4. d) Adapting to the changed regulatory environment.
2. The Terms and Conditions shall be amended by delivering to the Clients a new text of the Terms and Conditions and a notification specifying the amendments to the Terms and Conditions, together with the date of entry into force of these changes.
3. The amendment to the Terms and Conditions is delivered by e-mail, to which a PDF file with the new version of the Terms and Conditions is attached.
4. The Client can accept or reject the change:
 1. a) A statement of non-acceptance for the introduced changes is made by closing the account in accordance with § 5 section 6.
 2. b) Failure to submit the statement referred to above within 30 days from the date of delivery is tantamount to consent to the new text of the Regulations.