

Regulations of the Bydgoszcz Tourist Card

§1. Definitions

1. The Bydgoszcz Tourist Card project (hereinafter referred to as BTC) is a special offer for people visiting the City of Bydgoszcz and its surroundings (Metropolis Bydgoszcz), aimed at tourist and cultural promotion of the City and the surrounding area.
2. The organizer of BTC is the City of Bydgoszcz, Jezuicka street 1, 85-102 Bydgoszcz; NIP 9531011863, on behalf of which the Bydgoszcz Information Centre, Batory street 2, 85-104 Bydgoszcz is operating.
3. Partner - an entity being a BTC participant, which, under an agreement concluded with the Organizer, offers its products or services to Card Users under special conditions specified in the Guide.
4. Facility / Institution - the Partner's facility where BTC is honored.
5. User - BTC buyer who activated the Card and undertook to comply with the rules and regulations of this agreement.
6. Guide - information about offers and discounts provided by Partners. The guide contains contact details, a photo of the Partner's product, service or headquarters as well as a description and is available on the website Karta.visitbydgoszcz.pl.
7. Bundles - special offers of Partners addressed to Card Users, valid for the period of the Time Option from the moment of Bundle Activation. The packages are placed on the Bydgoszcz Tourist Card in the form of electronic data.
8. Time Option - 24 or 48 hours - depending on the type of the purchased Bundle.
9. Bundle with public transport - a bundle constituting a top-up of an additional offer with a

Time Option, honored in public transport in Bydgoszcz on the terms set out in Resolution No. LIV/1203/18 of the Bydgoszcz City Council of 1 February 2021 on the determination of charges for transport services in public collective transport in Bydgoszcz.

10. Tourist Card - a plastic or virtual card with an individual number, constituting the BTC User ID in the system available on the website: Karta.visitbydgoszcz.pl and is thus associated with the System User account created in this system. The carrier can be used many times to connect with it an unlimited number of Bundles purchased by its owner.

11. BTC application - a mobile application, i.e. software running on mobile devices, operating on devices with the iOS mobile operating system and on devices with the Android mobile operating system, available for free download on the digital distribution platforms of the App Store and Play Store (Google Play). The application is associated with the BTC User account. The Application can be used to connect with it an unlimited number of Packages purchased by the User.

12. Bundle - an electronic ticket, constituting a BTC top-up, honored in the Facilities described in the Guide, entitling to discounts, concessions or benefits described in the Guide, valid for the period of the Time Option from the moment of Bundle Activation. The packages are related to the Card via the system available on the website: Karta.visitbydgoszcz.pl.

13. Activation - The Time Option starts running from the moment of Bundle Activation. Time option - 24 or 48 hours - depending on the type of package purchased.

14. Reader - inspection equipment that allows you to check whether a given Card has an activated Package, entitling you to enter the Facility, get a discount, use another benefit.

15. Authorized point of sale - Tourist Information Center managed by the Organizer. The list of Authorized Points of Sale is available on the website Karta.visitbydgoszcz.pl.

16. Partner point of sale - other point of sale of BTC and Bundles. Partner points of sale are listed on the website Karta.visitbydgoszcz.pl.

17. Agreement - an agreement concluded between the Organizer and the Partner.

§2. General provisions

1. The Regulations define the types, scope and conditions for the functioning of Bundles within BTC.

2. The Bundle User is obliged to comply with the provisions of these Regulations and the regulations in force at Partner Points, and in the case of purchasing a Bundle with public transport, also the Regulations for the carriage of passengers and luggage in public collective transport in Bydgoszcz available at zdmikp.bydgoszcz.pl.

3. The Bydgoszcz Tourist Card is an offer of discounts, rebates or benefits provided by BTC Partners on the basis of concluded contracts, as part of individual Bundles described in detail in the Guide and valid for the time indicated in the Guide.

4. The offer of discounts as part of individual Bundle is available on the date selected by the User, after the Package activation, in accordance with the selected Time Option.

5. BTC is honored at the Facilities or by the Partners described in the Guide on the terms described in the Guide. Information on the benefits offered under a given Bundle can be found in the Guide.

6. The use of a discount, rebate or other benefit under the Bundle may be made only after verifying the validity of the Tourist Card and Bundle in the Reader available at the given Establishment. The Card User is obliged to provide the Partner with the Tourist Card for verification. In case of doubts as to the identity of the Card User, he is obliged to confirm it with the appropriate documents. If the Tourist Card is not made available or if it is found to be invalid or not valid, and if the identity is not confirmed or if the Tourist Card holder is not its owner, the Partner may refuse to grant a discount, rebate or other benefit.

7. The package with public transport is an electronic ticket, which is a top-up for the Bydgoszcz Tourist Card:

- a) is valid on the date selected by the User, after activating the Package, in accordance with the selected Time Option;
- b) entitles to travel by ZDMiKP buses and trams on the terms specified in the Resolution No LIV/1203/18 Bydgoszcz City Council of 1 February 2018 on the determination of charges for transport services in public collective transport in Bydgoszcz;
- c) entitles to an unlimited number of changes on all ZDMiKP lines in Bydgoszcz.

8. The Organizer may at any time change the offer as part of individual Bundles by extending them with additional Facilities, entitlement to discounts or other types of discounts or services. The change of the offer referred to in the previous sentence shall apply from the moment of introducing the relevant change on the website Karta.visitbydgoszcz.pl.

9. The Organizer may at any time change the offer as part of individual Bundles by removing certain Objects, rights to a discount or other types of discounts or services from the offer. Changing the offer within individual Bundles by removing certain Objects, rights to obtain a discount or other types of discounts or services from the offer does not apply to purchased and activated Bundles. The organizer will inform about the change via the website: Karta.visitbydgoszcz.pl.

10. The organizer is not responsible for events that may hinder or prevent the use of the Partner's offers. The organizer will, if possible, inform about the possibility of such events. This does not affect the price of the Card. The information will be posted on the Organizer's website: kard.visitbydgoszcz.pl.

11. After the Bundle activation, it is not possible to change the Time Option expiry date.

12. There is a possibility of multiple recharging of the Tourist Card with Bundles.

13. The full list of Partners who have concluded relevant agreements with the Organizer is available on the Organizer's website: Karta.visitbydgoszcz.pl.

14. The Organizer does not guarantee the possibility of using the Partner's service in the event of a limited number or lack of places at the Partner Point.
15. The Tourist Card is not a payment card.
16. The Tourist Card is a personal card.
17. The current Regulations are available on the Organizer's website: Karta.visitbydgoszcz.pl.

§3. Principles of pricing and applying discounts

1. The selling prices of the Tourist Card and individual Bundles are determined by the Organizer.
2. Persons entitled to a discount may purchase individual Packages with an appropriate discount.
3. In the case of Bundles, the right to discounts applies to:
 - a) children 4 to 7 years old, on the basis of a guardian's declaration;
 - b) students of primary, secondary, post-primary, post-secondary and post-gymnasium schools until December 31st who are 24 years of age - on the basis of a school ID;
 - c) university students - on the basis of a student ID;
 - d) foreign students of universities up to the age of 26 - on the basis of the European Youth Card EURO <26 "Student" or ISIC card issued outside the Republic of Poland;
 - e) PhD students - on the basis of a doctoral ID or a student ID of a doctoral student;
 - f) people over the age of 60.
4. In the case of the Bundle with public transport, the entitlement to concessions in public transport is regulated by Resolution No. 54 / 1203/18 of the Bydgoszcz City Council of January 24, 2018 on the determination of fees for transport services in public collective transport in Bydgoszcz.
5. People with a valid document confirming this entitlement are entitled to the discount. A

person using the Tourist Card with a reduced Bundle should present a valid document confirming the entitlement to a discount at the request of the Partner or an authorized inspector in public transport and in the Facilities.

§4. Sale

1. The Tourist Card and Bundles are sold on the website Karta.visitbydgoszcz.pl, via the BTC Application, at Authorized Points of Sale and Partner Points of Sale, listed on the website Karta.visitbydgoszcz.pl.

2. The purchased Bundles are non-returnable, in accordance with Art. 38 point 12 of the Act on consumer rights of 30 May 2014 (Journal of Laws of 2020, item 287).

§5. Complaints

1. In the event of a malfunction of the Tourist Card or Bundle, the User should immediately contact the Organizer:

Bydgoszcz Information Centre:

Batory 2 Street, 85-104 Bydgoszcz, Tel.No. 52 340 45 50, e-mail: info@visitbydgoszcz.pl

Open:

June-August: Mon-Fri 9am-7pm; Sat-Sun 10am-4pm

September-May: Mon-Fri 9am-6pm; Sat-Sun 10am-4pm

2. When submitting a complaint, the Card User is obliged to:

- a) submitting a complaint in writing (on the complaint form available at the point of sale);
- b) provide the necessary data: the number of the Tourist Card, the date and time of validity of the Card or Bundle and your data enabling contact with the Card User;
- c) accurately describe the malfunction of the Tourist Card or Bundle that the complaint relates to;
- d) presenting the Tourist Card;

e) presenting a document confirming the purchase of the Tourist Card.

3. The complaint may be submitted in Polish or English.

4. The complaint will be considered within 5 working days from the date of its submission, unless it turns out to be impossible due to special circumstances. In this case, the complaint will be considered within 10 working days. The Card User will be notified of the method of settling the complaint in one of the forms (at the choice of the claimant) in writing, sent by registered mail or via e-mail.

5. The Bundle User is not entitled to a refund due to the non-use of services as part of the purchased Tourist Bundle.

6. A complaint may be submitted within 14 days from the date of termination of the Bundle.

7. In the event of loss or damage to the Bydgoszcz Tourist Card, the complaint will not be accepted.

8. Complaints for reasons beyond the control of the Operator or Partners will not be considered.

§6. Processing of personal data

1. The organizer informs that in accordance with art. Article 6 (1) (a) b, GDPR. on the protection of personal data The administrator of your personal data is:

Bydgoszcz Information Centre, Batory 2 Street, 85-104 Bydgoszcz.

2. In matters related to the protection of your personal data, you can contact us by e-mail: iod@um.bydgoszcz.pl or in writing to the following address: **Bydgoszcz Information Centre, Batory 2 Street, 85-104 Bydgoszcz.**

3. Users' personal data are processed solely for the purpose of implementing the Bydgoszcz Tourist Card Project.

4. Users' personal data will be made available only to entities authorized under the law.
5. The Users' personal data may be accessed only by external entities providing services to the City of Bydgoszcz, only on the basis of concluded processing agreements, in particular IT companies providing services for the maintenance and development of IT systems.
6. Users' personal data will be processed until the Card User deletes the account in the BTC system.
7. In connection with the processing of personal data, Users are entitled to:
 - a) access to their personal data;
 - b) correct their personal data;
 - c) submit a request to limit the processing of personal data only to their storage in the case of:
 - questioning the correctness of personal data or the legal basis for their processing,
 - the need to prevent the removal of Users' personal data, despite the expiry of the legal title to their processing by the Bydgoszcz City Hall, in order to enable Users to establish, assert or defend claims.
 - d) lodging a complaint to the supervisory body - the President of the Personal Data Protection Office.

§7. Procedure in the event of a lost card

1. The Card User should immediately report it's loss to the Organizer at the Authorized Point of Sale.
2. If the Organizer is reported that the Tourist Card has been lost, the Organizer should block it immediately. Once blocked, the Tourist Card cannot be used again.
3. If the Card User reports the loss of the Tourist Card, the Organizer may, at the Authorized Point of Sale, after charging a handling fee of PLN 10, assign the Card User a new

Bydgoszcz Tourist Card number.

4. In order to assign a new Tourist Card number, the Card User should provide the Organizer with a receipt for the purchase of the Tourist Card or Bundle and its data indicated in the form filled in during the purchase.

§8. General provisions

1. The Regulations enter into force on April 1, 2021 and are valid until they are repealed.

2. The Regulations may be changed in the manner provided for its adoption. The change will be made public by posting on the website Karta.visitbydgoszcz.pl, indicating the effective date of the change.

3. The change concerning the Organizer's address data does not constitute a change to the Regulations.

4. In the event of a change to the Regulations made during its validity, it will not apply to Cards purchased by the Card User before the effective date of the amendment to the Regulations.

Attachments:

1. Complaint form.

Bydgoszcz, Date

.....
(name and surname of the complainant)

.....
(address of the complainant)

.....
(phone number)

Bydgoszcz Information Centre
Batory 2 Street
85-104 Bydgoszcz

COMPLAINT

I would like to notify that the purchased Bydgoszcz Tourist Card / Package number:
in, for the amount of
receipt / invoice number is malfunctioning.

Description of the malfunction:

.....
.....
.....
.....
.....

Card validity date and time:

The above discrepancy was noticed on: therefore I am asking for
(select the appropriate one):

Exchange of the Bydgoszcz Tourist Card

Refund

Please find enclosed a copy of the proof of purchase (receipt or invoice).

Yours sincerely

.....
(date and legible signature of the complainant)