

Chapter I – General provisions

Article 1 – Preliminary Provisions

1. These Regulations define the rules and technical conditions for the provision of services by electronic means by GTO, in particular via the Treevent Internet service and the use of the website by the Users, as well as the terms and conditions of concluding and terminating agreements for the provision of such services, as well as the complaint procedure.
2. Each User is obliged to comply with the provisions of these Regulations from the time of undertaking steps aimed at using the Service offered by Treevent, with particular regard to the commencement of data transmission.

Article 2 – Definitions

1. **GTO** – Gdansk Tourist Organisation based in Gdansk (80-530) at ul. Uczniowska 22, entered into the register of associations, other social and professional organisations, foundations and independent public healthcare institutions of the National Court Register (KRS) held by the District Court Gdansk-North in Gdansk under KRS no. 0000139108, holder of NIP (Tax identification number) 5832887298.
2. **Treevent** – a Market Place type online platform available in the form of a website, being a marketing tool for the promotion and sale of entrance tickets to Events in the scope of which the System is made available and other services related to the organisation and promotion of events are provided. Treevent is maintained by GTO at the domain <https://gcb.treevent.pl/lista-wydarzen.qbpage?setLanguage=pl> and it is also available as part of other websites operated by internet services cooperating with GTO.
3. **System** – software offered by GTO and made available within Treevent in support of events organisation, participation registration, ticket sales and automatic invoicing by the Organiser.
4. **User** – an Entity that complies with the terms and conditions of the Regulations and has accepted the Regulations. Users are the Organisers and the Ticket Buyer.
5. **Ticket Buyer** – a natural person using the Treevent platform via website to obtain information about Events or to purchase a Ticket for an Event.
6. **Organiser** – the user who organises the Event placed on the Treevent platform and who can sell tickets for the Event.
7. **Event** – a ticketed or registered participation undertaking organized by the Organiser to which the Organiser sets the Pool of Tickets or Entrance Passes, in particular sports events, cultural events, workshops, concerts, lectures, events, conferences, promotional, cultural, integration events, concerts, festivals and other events; the Event may be chargeable or free of charge.
8. **Information Input** – a set of information concerning the Event and the Organiser covering all data relevant for the User, including ticket prices, place and date of the Event, rules of sale of tickets, returns and handling complaints, as well as descriptions, graphics and film, trademarks and other
9. **Pool of Tickets** – a specified number of Tickets that the Organiser makes available for sale via Treevent
10. **Organiser's Panel** – an administrative panel for managing the Event Information Input made available to the Organiser by giving a login and password, available via the website, allowing the management of the Pool of Tickets available for sale on Treevent
11. **Promotion Activities** – activities on the Treevent Platform and on other platforms managed by Gdansk Tourist Organisation (jestemzgdanska.pl and visitgdansk.com) aimed at increasing the volume of sales of Tickets for Events
12. **Ticket** – an electronic document purchased using the Treevent service confirming the right to participate in the Event organised by the Organiser.
13. **Transaction** – an act occurring between the Organiser and the User, which is aimed at purchasing the Ticket or at collecting the Entrance Pass carried out via the Treevent platform
14. **User Account** – password protected set of resources kept by GTO for the User, under a unique name (login), in which the User's data and information about their activities on Treevent are collected;
15. **User Registration** – procedure of creating an Account by the User
16. **Registration for the Event** – the procedure of reporting participation in the Event with the use of Treevent service, in which process the User receives the Entrance Pass
17. **Entrance Pass** (for registered free entrances) – a document in an electronic form collected using the Treevent service confirming the right to take part in the free Event organized by the Organiser.

18. **Payment Partner** – a third party through which the Treevent User will make payments for the Transaction for the purchase of Tickets for the Organiser's Events.
19. **Pass Payment** – an automatic settlement system offered by the Payment Partner enabling the distribution of payments made by the Users between the parties to the Agreement on the terms and conditions specified therein (according to the Offer)
20. **Service** – a service provided within the scope of Treevent by GTO.
21. **Regulations** – these Regulations of Treevent Service
22. **Offer** – an offer presenting the possibilities of the Treevent service and the prices of individual GTO services addressed to organisers, prepared individually for each organiser
23. **Event Page** – a showcase of the Event containing the Organiser's data, information about the Event (date, start time, end time, venue) summary description, summary rules and regulations, including the rules for returning tickets, full description of the event, link to the ticket purchase option;

Article 3 – General Provisions

1. Users may be natural persons over the age of 18 and having full legal capacity, legal persons and organisational units without legal personality, but which may acquire rights and incur liabilities on their own behalf. Users may be persons over the age of 13 but under 18 years of age, insofar as they may acquire rights and incur liabilities in accordance with generally applicable laws.
2. For Registration purposes natural persons should fill in the registration form by providing: e-mail address (login), password, name and surname. It is possible to register using the account details within the Gdansk Resident Card system.
3. Registration of a legal person and an organisational unit without legal personality as well as all further activities related to these entities in Treevent may be made by a person authorised to perform all actions related to the Registration on their behalf.
4. For Registration purposes a legal person and an organisational unit without legal personality should fill in the registration form by providing: first name, surname, e-mail address (login), full name (business name) of the registered entity and a password.
5. As a result of a correctly made Registration, GTO shall create an Account for the User assigned to the login (e-mail address) provided in the registration form. The User obtains access to the Account after entering the login and password in Treevent (logging in).
6. The Account contains the User's data provided by him/her in the registration form. In the event of a subsequent change of any of the data, the User should immediately update them using the appropriate form available on the Treevent website. It is not possible to delete any data by the User in the course of using the Treevent services (in particular from the moment of launching an Event Page till the end of the Event and settlement of all payments).
7. The User may have more than one Account, but they may not use them to perform any activities constituting a violation of the provisions of these Regulations.
8. The User may not use the Accounts of other Users and make their Account available to other persons, except when the Account is made available to persons duly authorised by the User to act on their behalf. The User should keep the password to their Account confidential. The Accounts are non-transferable.

Chapter II – Special provisions concerning the Organiser

Article 1 – Scope of services

1. After the User has accepted the Regulations, GTO undertakes to provide the following via e-mail: Services for Organisers and Services for Ticket Buyers. The information on chargeable services is included in the Offer. By using the Service, the User enters into an agreement with GTO for the provision of services by electronic means. By making Registration for the Event, the User enters into an agreement for the provision of services with the Event Organiser.
2. Within the scope of Treevent, GTO offers the following services to the Organisers:
 - 1) providing the System – an Internet software supporting the following processes:

- a. creation of the Event sub-page (Event Page) displayed together with other events of the Organisers on the Treevent website
 - b. promotion of events on the Internet by the Organiser
 - c. registration of participation,
 - d. technical support for online Ticket sales,
 - e. automatic generation of invoices issued by the Organisers,
 - f. carrying out statistics on the quantity and value of Tickets sold,
 - g. checking the entrance to the Event by means of the Veryfikator mobile application
- 2) intermediation in the sale of Tickets for the benefit of the Organiser.
3. The conclusion of the agreement between the Organiser and GTO, the subject matter of which are the services provided by GTO in the framework of Treevent, on the terms and conditions specified in the Regulations shall take place at the moment of accepting the GTO offer concerning the scope of services indicated above, made by ticking the box for the acceptance of the Regulations in the registration form.
4. To conduct the sale of tickets, the Organiser is obliged to provide, after registration, the following data: company name, address of its registered office, telephone, email address, NIP (Tax identification number) and bank account number to which funds for the sold tickets are to be transferred after the Event, or, in the case of transferring funds by the Users directly to the payment account or bank account of the Organiser, an indication of relevant data of the payment account or bank account of the Organiser in order to connect (integrate) it to the Treevent service.
5. The Organiser obtains the possibility to organise Events.
6. GTO shall charge for the services provided in Treevent subject to the free services provided for in the Offer. Prior to the conclusion of an agreement covering chargeable services, GTO shall inform the User of the amount of the fee. By accepting these Regulations, the User agrees to any financial obligations resulting from the use of certain services made available in Treevent described in the Regulations and the Offer.
7. GTO shall seek to maintain the availability of the Treevent service without interruptions and disruptions, taking into account the rules provided for in these Regulations.
8. GTO is not a party to agreements concluded between the Organisers and the Ticket Buyers. Users are solely responsible for the execution of the agreements they have entered into with each other using Treevent
9. GTO shall not be liable for the actual identity of the Organiser. Each Organiser is solely responsible for checking the actual identity of another Organiser.
10. The Organiser is obliged to:
 - provide truthful and not misleading information during the Registration and use of Treevent and in communications with other Organisers.
 - comply with applicable laws and respect all rights of third parties. In particular, the Organiser may not (i) use offensive or misleading content, regardless of who it is directed to (ii) place any pornographic material or content on the Website which violate applicable provisions of law (iii) send unwanted commercial information to the Organisers.
11. The Organiser is not entitled to:
 - use the mechanisms, software or scripts in the Treevent service, for purposes other than the correct use of the service. However, the Organiser may use the interfaces or software provided by GTO in the scope of services available in Treevent
 - block, modify or copy any content in the Treevent service, unless such actions are necessary for the proper use of the services in Treevent, undertake any activities that may disrupt the operation of the Treevent infrastructure, in particular activities that may disrupt the operation of the said infrastructure;
 - use any content which is the property of GTO for purposes other than the use of the Services,
 - use any content of other Organisers without their express consent.
12. The provision of illegal content by the Organiser is prohibited. If GTO receives an official notice or reliable message about an unlawful nature of the stored data provided by the Organiser, GTO may inform the Organiser of the fact and block access to such data. GTO shall not be liable to the Organiser for any damage resulting from preventing access to data of an unlawful content.

Article 2 – Provisions regarding services for the Organisers

1. In order to enable the performance of the obligations resulting from the Agreement, GTO shall create and make available to the Organiser an individual Organiser's Panel and provide the Organiser with the data for first logging with a unique login and access password. The Organiser is obliged to keep their access data secret, and in the case of suspicion that such data might have been obtained by unauthorised persons, the Organiser is obliged to immediately notify GTO of the fact.
2. The Organiser's Panel will be available by logging in to the Treevent website at: <https://gcb.treevent.pl/lista-wydarzen.gbpag?setLanguage=pl>
3. The Organiser's Panel will have functionalities enabling the Organiser to manage the description of their Event on their own, in particular: to add, modify and delete the content of descriptions, prices, update Tickets Pool, add multimedia files or language versions.

Article 3 – Payments

1. In addition to making the System available, GTO as part of Treevent also offers the service of providing the system for the sale of Tickets for the benefit of the Organisers.
2. As regards the sale of tickets for a given Event, only the Organiser (Ticket Buyer) and the Event Organiser shall conclude a contractual relationship. GTO is not a party to the Ticket sales agreements.
3. GTO acting as the mandatary may undertake, in the scope of its activity, only to make the System available, without intermediation in the sale of Tickets. In such a case, for the purpose of accepting payments for the sold Tickets, the Organiser uses a payment account provided by one of the payment service providers indicated by GTO, of which the Organiser is the holder by connecting it to the Treevent service.
4. In order to execute a Transaction, GTO shall cooperate with a reputable third party (Payment Organiser) responsible for handling electronic payments, offering Pass Payments.
5. In order to perform the Agreement, GTO is obliged to establish and maintain an individual Settlement Sub-Account for the benefit of the Partner, and the Partner grants a power of attorney to GTO to establish and maintain such an account on its behalf.
6. The Payment Partner shall provide the Organisers with at least the possibility to pay for Tickets by electronic money transfer and commonly used payment cards (at least VISA and MasterCard).
7. The Organiser will have an individual online access to its Settlement Sub-Account configured and granted by the Payment Partner.
8. GTO reserves the right to change the Payment Partner, provided that the non-deteriorated conditions of commercial cooperation, in particular as regards commission fees, are maintained. In the case of such a change, GTO shall notify the Organiser of the planned change at least 30 days before the change is made and shall carry out the change in such a way as to maintain the continuity of the sales of Tickets.
9. Any complaints or comments related to the electronic payment processing process shall be submitted by the Parties directly to the Payment Partner.
10. The Organiser shall bear the costs of handling the payments for the Transactions and the Pass Payments in accordance with the Payment Partner's offer.
11. If the Organiser enters into an agreement with GTO for the intermediation in the sale of Tickets for the benefit of the Organiser, the funds for the sold Tickets shall be accepted by GTO and transferred to the Organiser not later than within 7 days after the Event has ended, on the terms set out below. Tickets are generated by Treevent and sent in an electronic form (e-tickets) to the Ticket Buyer.

Article 4 – Invoicing

1. If the Organiser agrees by ticking the relevant box in the registration form, VAT invoices issued by the Organiser shall be generated by the System automatically at the request of the Ticket Buyer.
2. The VAT invoice in the form of a PDF file shall be sent electronically to the Ticket Buyer after effecting the payment.
3. Invoices generated by the system are available for the Organiser in the Organiser's Panel in the form of documents compliant with the e-invoice standard that can be downloaded and implemented in accounting systems. At the express request of the Organiser, packages of invoices are also sent daily to the Organiser's e-mail address indicated in the registration process.

Article 5 – Fees

1. GTO shall receive remuneration from the Organiser on the terms specified in the Offer.
2. The Organiser determines the base price of the Ticket (net base price) and indicates the VAT rate applicable to the sold tickets (gross base price). The Organiser undertakes to make available a Pool of Tickets via the platform, the Organiser undertakes that the prices of the Tickets for that Event shall be lower or equal to the prices offered by the Organiser in direct sales or in all other online and offline channels
3. VAT is added to the Ticket base price (base price of the ticket + VAT = gross base price). The amount of VAT shall each time be determined by the Organiser, who shall be fully responsible for its proper specification.
4. If the event that the Event for which Tickets are sold via Treevent is cancelled or changed (in terms of date, time, place or other important elements) and the sale of at least one ticket has been effected, the Organiser shall immediately notify GTO of the occurrence of such a change in writing or in electronic form to the e-mail address indicated by GTO. The effect of the notification in the electronic form requires confirmation by GTO. The consequences of failure to notify GTO shall be borne solely by the Organiser.

Article 6 – Prevention of fraud

1. GTO shall have the right to deactivate the Event page, the Organiser's account and suspend the sale of Tickets if the actions related to the Event:
 - violate the provisions of the Regulations,
 - violate the applicable provisions of law,
 - adversely affect the reputation of GTO.
2. If the verification procedure proves the occurrence of the circumstances referred to above, GTO shall have the right to suspend the sale of tickets to Ticket Buyers or to deactivate the Event Page and the Organiser's account after informing the Organiser of such an intention and indicating a 7-day deadline for clarifying the circumstances.
3. After the Event has finished, if it becomes known that the actions related to the Event may have been carried out in violation of the applicable provisions of law, GTO shall also have the right to withhold payment to the Organiser acting as part of its business or professional activity, in connection with the sold tickets for no more than 21 days from the end of the Event and, during that period, to undertake steps to verify whether the actions and circumstances referred to in section 1 have occurred or not.

Article 7 – Obligations of the Organiser

1. The Organiser is obliged to inform GTO without delay about unavailability or improper operation of the Treevent Service.
2. The Organiser is obliged to use the Treevent Service in accordance with the Polish law and in a manner that does not infringe the rights of third parties.
3. The Organiser shall cover any and all claims of third parties in relation to GTO and its employees in connection with an illegal use of the Treevent Service by the Organiser, including the costs of legal assistance. The Organiser undertakes to cooperate and provide GTO with all information in case of court proceedings concerning a violation of rights, as well as to join the process at the request of GTO.
4. The Organiser is obliged to inform GTO without delay of any change to its name, company name, address, legal form and data concerning the bank account held in writing or by e-mail to the address provided by GTO.

Article 8 - Miscellaneous provisions

1. The Event Organiser authorises GTO to place the Organiser's name or trade mark or trade mark of the Event organised by the Organiser in the Service, to the extent necessary to indicate the fact of using Treevent by the Organiser in the Treevent Service, PR materials, press releases and other information and promotional materials.
2. The Organiser grants to the Organiser a free of charge, unlimited in time or territory right to place in the Service, on Facebook, in applications and widgets of GTO or that of third parties (including mobile applications and TV widgets): the layout of the Organiser's website through which it provides its services, including the Organiser's trademark and the content published on the website of the Organiser or GTO – in order to promote GTO services.

3. The Organiser grants to GTO a free, unlimited in time or territorially licence for the Information Input that authorises GTO to modify the texts being a part of the Information Input, consisting in their editorial development.

Chapter III – Special provisions concerning Ticket Buyers

Article 1 – General provisions

1. As part of Treevent, GTO offers the following services to Ticket Buyers:
 - 1) possibility to purchase a Ticket from the Organiser on the website
 - 2) possibility of registering for the Organiser's Event on the website
 - 3) possibility of using additional discounts in the case of holding a Gdansk Resident Card or Tourist Card issued by the Organiser.
2. The condition for the use of Treevent by a Ticket Buyer or a User making the registration for an Event is to accept these Regulations, which is tantamount to concluding an agreement for services related to providing electronic access to Treevent.

Article 2 – Concluding an agreement with the Organiser

1. By purchasing a Ticket for an Event by a Ticket Buyer, or by registering for an Event by a User, a contractual relationship is created exclusively between (i) the Organiser and the Ticket Buyer or (ii) the Organizer and the User making the registration for the Event.
2. GTO represents that it is not the Organiser of Events within the framework of Treevent unless otherwise expressly stated in the Event conditions. GTO only makes the System available to the Organizer and, in the case described in 3.3, acts as an agent of the Event Organiser for its account in accordance with the provisions of the Act of 23 April 1964 – the Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended).
3. A Ticket Buyer by clicking on an appropriate box indicating a ticket purchase instructions (e.g. 'Buy the ticket') concludes a ticket sales agreement with the Organiser. In order to purchase a ticket, it is necessary to fill in all the required fields of the order form marked with the "*"symbol) and accept the Regulations,
4. Ticket Buyers are not entitled to withdraw from the agreement concluded with the Organiser, in accordance with Article 38 item 12) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827), which stipulates that the right to withdraw from distance contracts shall not apply to the consumer, among other things, in relation to agreements for the provision of services related to leisure, entertainment, sports or cultural events, if the agreement specifies the day or period of the service provision.

Article 3 – Forms of payment

1. In the case of performing the service described in Chapter II Article 3 section 3, there may be the following forms of payment for Tickets:
 - by payment card – payment performed via electronic payment service provider
 - fast money transfer – payment by the service 'fast money transfer' from any bank providing such a service, payment performed via electronic payment service provider
 - payment by cash – in the case of sales made in a stationary manner, in the GTO points of sale
2. GTO shall not be liable for the execution or security of the transaction made via a payment service provider, including for the Ticket Buyer providing the payment card number on other websites via which the payment is made.
3. In particular, the payment operator is responsible for the execution and security of credit card transactions carried out on the payment operator's websites in accordance with their rules of procedure.

Article 4 – Liability

1. The total liability for the Event is solely on the part of the Organiser.
2. Information about Events, the number of tickets available, the ticket price and the form of payment are established by the Organiser. GTO does not have any impact on the quality of the information.

3. The name, address and other details identifying the Organiser may be obtained by Ticket Buyers from the Treevent service.
4. GTO shall not be liable for the Organiser's obligations towards Ticket Buyers.

Article 5 – Ticket Costs

1. The cost of ordering a Ticket for an Event corresponds to the price indicated on the Ticket.
2. Immediately upon receipt of the payment, GTO shall send the Ticket to the Buyer's e-mail address.

Article 6 – Returns

If the Event is cancelled, the Organiser shall be solely responsible for making a refund to the Ticket Buyer. In the event of a change of the date or place of the Event, should a Ticket Buyer request a refund for the ticket, the Organiser shall also be solely responsible for giving the refund to the Ticket Buyer.

Article 7 – Termination of the agreement

1. The User may terminate the agreement for the provision of electronic services without notice via the 'remove account' function available in the Treevent service after logging in and on the terms set out in the 'Termination' section of the Final Provisions.
2. GTO shall have the right to block a User's account or terminate an agreement with the User on the terms specified in the Final Provisions.

Chapter IV – Final provisions

Article 1 – Technical conditions

Technical requirements for the use of Treevent services are the following: Internet connection and Internet browser enabling the user to display hypertext documents (HTML) made available on the Internet via the service. GTO recommends the User to use the following browsers: Mozilla Firefox, Google Chrome, Opera and Internet Explorer version 7.0 or higher.

Article 2 – Personal data processing

1. The Controller of personal data of the Users who are natural persons, with regard to the data provided for Registration, is the Association Gdansk Tourist Organisation with its registered office in Gdansk (80-830) at ul. Uczniowska 22, KRS (National Court Register No.) 0000139108, NIP (Tax identification number) 5832887298, tel. no.: 58 305 70 80, email address: got@visitgdansk.com
2. Personal data are also processed by the Organisers in the scope of data provided when purchasing the Ticket or registering for the Event. The personal data provided to the Organiser are necessary for the performance of the agreement concluded with the Organiser.
3. GTO and the Organiser are separate Controllers of the User's personal data, each in their own scope and purpose.
4. GTO is not responsible for the processing of data by the Organiser.
5. For the avoidance of doubt, GTO and the Organiser confirm that they are not joint data controllers.
6. In connection with the performance of the agreement and handling complaints, the Parties may provide data to each other in order to perform the agreement and handle complaints to the extent necessary to handle them, not exceeding the scope of their binding agreement.
7. The Organiser may use the information received from GTO only for the purposes related to the organisation of events and sale of tickets and the performance of agreements concluded as a result of organising the Event, unless it is expressly authorised by the User to process data for other purposes.
8. Personal data will not be disclosed to other third parties, unless it has obtained prior consent from the User.
9. Contact details of the Data Protection Officer at the Association Gdansk Tourist Organisation: Daria Sarnowska, e-mail address: iod@jestemzgdanska.pl
10. The provision of any personal data is voluntary, however, necessary for the fulfilment of the purposes related to the provision of services by electronic means, in accordance with the requirements of the GDPR and the Act on Providing Electronic Services.

11. Your data shall be made available to:
 - a. entities working in partnership with the Data Controller for the purpose of performing the contract, including entities offering professional legal and HR/payroll services
 - b. third-party IT support providers
 - c. postal service providers or delivery companies for the purpose of performing the contract
 - d. entities entitled to receive your data under applicable law
12. The User has the right to:
 - a. to access your personal data, including to obtain confirmation regarding their processing, receive a copy of your data and access information about their processing (Article 15 of the GDPR)
 - b. to correct inaccurate or incomplete data (Article 16 of the GDPR)
 - c. to erase your data, provided that the Data Controller does not have a legal basis for their processing or the data is no longer necessary for processing purposes (Article 17 of the GDPR)
 - d. to restrict the processing of your data (Article 18 of the GDPR)
 - e. to move your data, which includes receiving them in a structured, machine-readable format, or to demand that they be transmitted to another Data Controller (Article 20 of the GDPR)
 - f. to object to the processing of your data for purposes arising from legitimate interests of the Data Controller, in particular for direct marketing purposes, including profiling to the extent that it is related to such marketing (Article 21 of the GDPR)
 - g. to withdraw the consent to the processing of personal data in a situation where it constitutes the basis for data processing, which does not affect the lawfulness of processing based on the consent before its withdrawal (Article 7 (3) of the GDPR), in certain cases, the data may not be completely deleted and will be preserved in order to defend against possible claims for a period in accordance with the provisions. We shall each time address the request, providing a justification of further actions resulting from legal obligations, as appropriate,
 - h. submit a complaint to the supervisory authority – the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw
13. The Data Controller does not intend to transfer personal data to a third country or an international organisation; however, due to the use of Facebook, they may be transferred to the USA. Facebook uses the compliance mechanisms provided for by the GDPR. Detailed information is available in the privacy policy, available on the website: <https://www.facebook.com/privacy/explanation> We recommend reading the privacy policy in order to obtain current information on the protection of personal data.
14. The personal data shall not be processed by automated means, including profiling. Automated decision-making will serve to adapt information actions to user characteristics and behaviours. The inference will take into account the characteristics of the user. Depending on the event, the user will be informed what information is being used.
15. GTO uses IP addresses collected during Internet connections for technical purposes related to servers administration. In addition, IP addresses are used to collect general statistical information (e.g. on the region from which the connection is made).
16. The User's data will be stored by the Controller for the time of performing particular services/achievement of objectives and:
 - a. for the period of service performance and cooperation, as well as for the period of limitation of claims in accordance with the provisions of law,
 - b. for the period required by provisions law,
 - c. until an objection lodged pursuant to Article 21 of the GDPR has been effectively filed with regard to personal data processed on the basis of the controller's legitimate interest, including for direct marketing purposes,
 - d. pending the withdrawal of consent or the achievement of the purpose of processing, the business purpose – with regard to personal data processed on the basis of a consent. After the withdrawal of consent, the data may be further processed for the purpose of defence against possible claims in accordance with the limitation period of the claims or the period (the shorter one) indicated to the User,
 - e. until they become obsolete or impaired, with regard to personal data processed mainly for analytical, statistical purposes, for the purpose of using cookies and administering the Controller's Websites,

17. The data retention periods indicated in years are calculated at the end of each year in which the data processing began. This is to improve the process of data processing and management.
18. The Service may contain links to other websites. Such websites operate independently of the Service and are not in any way supervised by the Gdansk Tourism Organization. Such websites may have their own privacy policies or terms and conditions which we recommend that you familiarise yourself with.
19. The Internet Website can use cookies to process and store information on the use of Treevent by the Users and to present advertisements adjusted to the User's preferences using an internet advertising tool, including remarketing tools, e.g. Google AdSense. Cookie type files are identifiers which a website can send to the browser to save them on the User's computer, enabling their identification and facilitating the use of the website during subsequent visits. Thanks to the use of cookies, GTO can follow the Internet addresses of domains of visiting users. The data are analysed for internal purposes. It is possible to adjust the browser so that the User is informed, when a cookie file is being sent. This allows the User to decide whether to accept such a file or not.
 1. The Website uses the Google Analytics statistics system, which can be used to create profiles for the Users under a pseudonym. To this end, Google Analytics uses cookies. The detailed purposes for which Google Analytics uses cookies are listed in the document available at: <http://google.com/intl/pl/policies/privacy/>.

Article 3 – Rules of Liability

1. GTO undertakes to provide the User with uninterrupted access to the Treevent service for 24 hours a day, 365 days a year.
2. GTO reserves the right to use technical breaks in the operation of the service – each break shall not last longer than 6 hours. The User shall be informed of any technical break.
3. GTO shall not be liable in connection with improper use of the Service by the User.
4. GTO shall not be held liable for any damage caused by incorrect use, inability to use or incorrect operation of the Service due to force majeure, fault of the User or other reasons not attributable to GTO.
5. GTO shall not be liable for providing false data by the User.

Article 4 – Amendments to the Regulations

1. GTO reserves the right to amend the Regulations. The amendment may concern in particular the launch of a new version of the services provided within Treevent
2. The amendment shall take effect within the time limit specified by GTO, which shall not be shorter than 7 days from the date of making the amended Regulations available to Treevent. Events commenced before the date of entry into force of the new Regulations shall be conducted under the previously binding terms.
3. The User shall be notified of any amendments to the Regulations on the Treevent website. If the User does not object to the application of the amended terms and conditions, the amended terms and conditions shall be deemed accepted by the User. An objection to the amended Regulations shall result in the termination of the agreement with GTO with the effect specified in item 5.6 (with a seven-day notice period).

Article 5 – Termination of the agreement

1. The User may terminate the agreement with GTO (concerning a particular Account) by filling in the form available on the relevant page, including a statement on termination of the agreement, and then confirming the entered data – name (login) and password. In the case of Organisers, the Account cannot be removed in the period from the moment of activation of the Event and selling at least one ticket till the completion of the Event and settlement of all payments related to the Event. In the case of other Users, deleting the Account is not possible in the period from the moment of reporting the participation in the Event until the completion of settlement of all payments related to the Account. Subject to the conditions set out in this item 5.4, the agreement shall be terminated after 30 days of the end of the event or from the moment of completing the form, including a statement on termination of the agreement. The termination of the Agreement is not tantamount to the discontinuance of the processing of the User's personal data by the Organisers for marketing purposes or by GTO for the purposes of sending commercial information to the indicated e-mail addresses.

2. For important reasons, in particular when the User, after prior notice by GTO, fails to meet their contractual obligations towards GTO, the agreement may be terminated by GTO upon notice, with a seven-day notice period.
3. GTO has the right to terminate the agreement with the User with immediate effect or to block the Account in the event of violation of any material provisions of these Regulations.

Article 6 – Complaint procedure

1. The User may file a complaint regarding the services provided by GTO.
2. The complaint may be submitted in electronic form by means of a contact form or in writing to the following address: The Association Gdansk Tourism Organization, Gdansk (80-530), ul. Uczniowska 22. The complaint should contain at least the name under which the User acts in Treevent (login) and a description of the reservations raised, as well as the email address for providing a reply.
3. If the data or information specified in the complaint must be supplemented, it shall be returned to the complaining party for their supplementation before the complaint is processed within the indicated scope.
4. GTO recognizes the complaint within 14 days of the date of its receipt.
5. The response to the complaint shall be sent only to the email address indicated in the complaint.