

Terms and conditions of <http://asgard.events> website

The customer is obliged to read these Terms and Conditions and they are each time bound by the provisions thereof when making purchases.

The Terms and Conditions specify the rules of purchasing products and tickets to events organized by FORT Foundation via <http://asgard.events>. The content of the online store does not constitute a commercial offer within the meaning of Article 66 of the Civil Code.

§ 1.

[DEFINITIONS]

Terms used in these Terms and Conditions shall have the following meanings:

- a) Customer - a natural or legal person or an organizational unit not attributed legal personality, which is granted legal capacity under special provisions and which places an Order in the Store;
- b) Terms and Conditions - these Terms and Conditions governing the provision of services by electronic means within the scope of asgard.events online store;
- c) asgard.events online store (Store) - a website available at <http://asgard.events>, through which the Customer is able, in particular, to place Orders (hereinafter referred to as the Store or asgard.events);
- d) Products - products presented in the Online Store, including e-tickets to events organized by asgard.events;
- e) Events - events organized by asgard.events on specific dates and times and held in accordance with the terms and conditions thereof, constituting Annex no. 2 to these Terms and Conditions;
- f) Sales Contract - a contract for the sale of Goods within the meaning of the Civil Code, concluded between asgard.events and the Customer through the Store's website;
- g) Order - Customer's declaration of will, aimed directly at the conclusion of the Sales Contract and specifying, in particular, product's type and quantity.

§ 2.

[GENERAL PROVISIONS]

1. These Terms and Conditions set out, in particular, the rules of:
 - a) using the Store,
 - b) placing Orders for products available in the Store,
 - c) collecting ordered products by the Customer,
 - d) making payments for the products at their selling prices by the Customer,

- e) authorizing the Customer to cancel an Order and withdraw from a Contract,
 - f) lodging and consideration of complaints.
2. The owner of asgard.events is the FORT Foundation seated in Poznań at Obodrzycka 61, entered into the register of associations, other social and professional organizations, foundations and independent public health care institutions kept by the Regional Court in Poznań - Nowe Miasto i Wilda in Poznań, 8th Economic Division of the National Court Register under number 0000603356, Tax Identification Number: 7822610515, National Business Registry Number: 363787303, e-mail: kontakt@fundacjafort.pl.
 3. The use of the Store is possible with access to a computer and the Internet and provided that the Customer's ICT system meets the minimum technical requirements, including those referring to the current version of a web browser: Chrome, Safari, Opera, Firefox, Internet Explorer version 9 and higher. A browser must enable the use of JavaScript mechanisms and the storage of cookie files.
 4. The Customer is obliged to refrain from any activity that could affect the proper functioning of the Store, including, in particular, any interference with the Store's content or its technical elements, such as the delivery of content of an illegal nature. The Customer is obliged to use the Store for its intended purpose.

§ 3.

[PRODUCTS AND INFORMATION ON PRODUCTS AND PRICES]

1. Products, information on products and prices placed on the Store's websites constitute an invitation to enter into a contract within the meaning of Article 71 of the Civil Code.
2. All product prices are provided in PLN (Polish zlotys) and in EUR and are inclusive of all applicable taxes, including VAT.
3. Prices provided for each product in the Store are binding upon the Order's acceptance.

§4.

[PROCESSING ORDERS, TERMS OF ORDERS]

1. Orders can be placed in the Store electronically, 7 days a week, 24 hours a day. The Customer selects the goods by adding them to the basket. The Customer confirms the Order by clicking "Confirm and Pay", thus acknowledging that the Order implies an obligation to pay. The Order's confirmation contains, in particular, a description of the selected products, their quantity, price and total cost.
2. After an Order is placed, the Store will send a message to an e-mail account provided by the Customer with the confirmation of the Order's acceptance for processing and the Customer's number.

3. In case it becomes impossible to process the Order, the Store reserves the right to withhold its processing and undertakes to immediately notify the Customer thereof.

§ 5.

[METHODS OF PAYMENT]

1. Asgard.events accepts payments made by PayU and PayPal systems.
2. The Customer is obliged to make a payment within 2 days from the date of placing an Order.
3. In case the Customer fails to pay, an Order will be deleted without notice.

§ 6.

[METHOD OF DELIVERY, ADDITIONAL DATA]

1. Once the Customer's payment is credited, an e-ticket to an event organized by the FORT Foundation will be sent to the Customer.
2. The Customer is obliged to print a ticket on their own behalf.
3. In case the Customer purchases other products along with an e-ticket to an event, such products will be released to the Customer by asgard.events during the event organized by asgard.events once the Customer registers at a given event.
4. Due to the fact that the event is organized at the military training ground managed by Hetman Polny Koronny Stefan Czarniecki Land Forces Training Center, the Customer is obliged to send an e-mail to Organizer within the specified time with his ID number or - for Customer from outside the EU - passport number.

§ 7.

[COMPLAINTS]

1. Asgard.events is liable to consumers under the provisions of the Civil Code - warranty for defects of sold goods.
2. Complaints must be addressed to: FORT Foundation seated in Poznań, at Obodrzycka 61, kontakt@fundacjafort.pl
3. Such defective product should be accompanied by a statement of complaint, describing the reason for complaint, date and circumstances that resulted in the product's nonconformity. The statement should contain the Customer's name and surname, address, number of order and request (for removal of defects, repair). A defective product should be clean and safe (hygienic).
4. The complaint will be considered within 14 days following its receipt and the Customer will be notified of the Store's decision in this regard.

§8.

[WITHDRAWAL FROM THE CONTRACT]

1. The Customer may withdraw from the contract within 14 days without stating reasons and incurring costs thereof.
2. In order to exercise the right of withdrawal from the contract, the Customer must inform asgard.events about their decision to withdraw from the contract by means of an unequivocal statement (for example a letter sent by post, fax or e-mail).
3. The Customer may use a template of a withdrawal from the contract form constituting annex to these terms and conditions; however, it is not obligatory.
4. In order to observe the withdrawal period, the Customer must send information on exercising their right to withdraw from the contract before the end of the withdrawal period.
5. In case the Customer withdraws from the contract, the Store shall refund all payments received from the Customer, immediately, and in each case no later than 14 days following the day it was informed of the Customer's decision to exercise the right of withdrawal from the contract. The Store shall refund the payments using the same methods of payment as the Customer used for the initial transaction, unless the Customer explicitly agrees to a different solution; in each case the Customer shall not incur any expenses arising from such refund.

§9.

[FINAL PROVISIONS]

1. A product catalog presented on the Store's website is for reference only and does not constitute a commercial offer within the meaning of the Civil Code.
2. Individual settings of the Customer's computer may cause differences between the product visualization on their computer and actual appearance of the product (color, size, etc.).
3. All matters not regulated herein shall be governed by the Polish Law and especially the Civil Code and the Act of 30 May 2014 on Consumer' Rights (uniform text of 24 June 2014, Journal of Laws of 2014, item 827).
4. Any discounts and offers applicable in the Store cannot be combined.
5. The Store reserves the right to change the number of goods and events available in its offer, implement and cancel promotional actions and sales as well as to withdraw different products from sale during the day.
6. All photos of products and text information displayed on the Store's website are protected by copyrights. Any copying, distribution, using for commercial purposes or publishing on other websites without a written consent is forbidden.

Annex no. 1 - withdrawal from the contract form

WITHDRAWAL FROM THE CONTRACT FORM

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

Personal details of the customer:

Name, surname

Address of residence

Number of order

FORT Foundation
Obodrzycka 61
61-249 Poznań

I/We^(*) hereby inform^(*) of my/our withdrawal from the contract made via
asgard.events.....

Signature

Terms and conditions of ASGARD REVIVAL EVENT

1. The Organizer of the event is the FORT Foundation seated in Poznań at Obodrzycka 61, entered into the register of associations, other social and professional organizations, foundations and independent public health care institutions kept by the Regional Court in Poznań - Nowe Miasto i Wilda in Poznań, 8th Economic Division of the National Court Register under number 0000603356, Tax Identification Number: 7822610515, National Business Registry Number: 363787303, e-mail: kontakt@fundacjafort.pl.
2. The event takes place on 8-11 September 2016.
3. The event area shall be the indicated area of the training ground in Biedrusko, which is a military training ground managed by Hetman Polny Koronny Stefan Czarniecki Land Forces Training Center.
4. The provisions hereof apply to the participants of the event.
5. Conditions for participation in the event:
 - a) the event can be attended by holders of e-tickets purchased at <http://asgard.events>,
 - b) each participant is obliged to read the regulations and rules of the event organized by the FORT Foundation,
 - c) each participant is obliged to send an e-mail to Organizer within the specified time with his ID number or - for Customers from outside the EU - passport number (condition related to organization of the event at the military training ground managed by Hetman Polny Koronny Stefan Czarniecki Land Forces Training Center),
 - d) each participant should read the terms and conditions before taking part in the event.
6. Each participant is obliged to carry an e-ticket and present it on the day of registration to the event. E-tickets are sent to the participants via e-mail once they have paid for such e-tickets purchased at <http://asgard.events>. Each participant is obliged to print an e-ticket.
7. E-ticket constitutes the basis for participation in the event, according to the program thereof.
8. The Organizer made every effort to obtain access to the training ground in Biedrusko for the duration of the event from the Land Forces Training Center.
9. The Organizer declares that the event location - training ground in Biedrusko - is an active military training ground managed by the Land Forces Training Center and in circumstances beyond the control of the Organizer (e.g. military training,

etc.) the event may be cancelled (force majeure - point 13 of the terms and conditions).

10. The event participant loses his or her right to participate in and is removed from the event for:
 - a) violating these terms and conditions as well as decisions and instructions of the Organizer,
 - b) participating in the event under the influence of alcohol or narcotic drugs,
 - c) behaving in a way not conforming to social norms and laws applicable in the Republic of Poland,
 - d) using explosives and naked flame within the event area without the consent of the Organizer.
11. The participants are obliged to comply with fire regulations as well as organizational and ordinal decisions and instructions issued by the Organizer.
12. The Organizer shall not be liable for damage or loss of participants' belongings.
13. The Organizer shall not be liable to the participants for cancellation or failure to properly conduct the event if such cancellation or failure results from force majeure. Force majeure circumstances are any circumstances beyond the Organizer's control, due to which the event is impossible or may be considered impossible to conduct. Such circumstances include in particular: weather conditions, natural disasters (hurricanes, floods, earthquakes), fire hazard within the area of the training ground, withdrawing access to the training ground in Biedrusko by Land Forces Training Center or other body/unit authorized to make such decisions, extraordinary and external events, which could not have been prevented (war, martial law restrictions, revolution, riots, publicly announced mourning, etc.). The Organizer shall not be liable for effects of force majeure.
14. Information on the occurrence of force majeure will be sent by the Organizer to all participants by e-mail or published at <http://asgard.events>.
15. In cases referred to in point 13 above, the Organizer shall not be obliged to reimburse costs incurred by the participants (for hotel, travel, etc.) and shall not be liable for effects of force majeure.
16. Any complaints regarding the event shall be addressed to the Organizer within 14 days after the event. Complaints will be processed by the Organizer within 30 days following their receipt.