A COMMITMENT AND A FINE - TWO DECISIONS BY PRESIDENT OF UOKIK IN THE EBILET CASE

* **Following the decision of the President of UOKiK, the minimum ticket prices presented by eBilet will include a mandatory service fee.**
* **The company will refund the service fee to customers who have filed relevant complaints.**
* **In addition, the President of UOKiK has imposed a fine of more than PLN 1.3 million on eBilet for unauthorised use of provisions from the Anti-Covid Act.**

**[Warsaw, 17 November 2023]** The eBilet company operates an online service that sells tickets for sports, cultural and entertainment events. Anyone visiting the eBilet website and checking ticket prices had minimum prices displayed (e.g., “price from PLN 135”), but in reality there was no way to buy a ticket for that amount. At subsequent stages of the transaction, there was a mandatory service fee. That is, the initially promised price of PLN 135, went up to PLN 141.75. This way of presenting prices was misleading to customers, as it was not possible to purchase a ticket for the stated minimum price.

- *I have obliged the eBilet company to change the way it informs consumers about the minimum ticket price. This price will have to include a service fee or other mandatory fees, if any. From the beginning of reading the offer, the consumer must have true information about the full price. This is the optimal way to present prices on websites and should be the market standard. The price is one of the most important factors influencing a purchase decision, so it should be presented in a clear, legible and not misleading way* - says the President of UOKiK, Tomasz Chróstny.

The mechanism used by eBilet to add previously unannounced, additional and mandatory fees at the final stage of ordering is called drip pricing*.* This is an example of the so-called [dark patterns](https://uokik.gov.pl/aktualnosci.php?news_id=19377), a practice that uses knowledge of user behaviour to manipulate the decision-making process. If the customer had known from the beginning what the actual price of the ticket was, they could have cancelled earlier or sought a more favourable offer. By finding out the actual price only at the final stage of the order, they may make a purchase that is inconsistent with their budget plans, not wanting to take the time to start the process from scratch.

Transparent presentation of minimum prices for consumers will apply to both the eBilet service and all marketing messages. In addition, eBilet was obliged to refund the service fee to those consumers who had filed complaints about it.

In a separate decision, the President of UOKiK has found that the eBilet company had illegally informed consumers of an extended deadline of up to 180 days for refunding the amount paid for a ticket to an event cancelled or postponed for reasons related to epidemiological restrictions. In doing so, it invoked provisions of the Anti-Covid Act that did not apply to ticketing. Thus, customers should have received a refund under the standard terms and conditions, i.e. within 14 days. The false information, regarding the inclusion of eBilet in the company’s special Act and the extension of the deadline for returning tickets to 180 days, was communicated to consumers via e-mail. In many cases, the company even extended this unreasonably extended 180-day refund period, preventing consumers from accessing their own funds. The eBilet company was fined PLN 1,325,880 by the President of UOKiK for the unfair practice.

Both decisions regarding the eBilet company are not final.

**Consumer Support:**

Phone: 801 440 220 or 222 66 76 76 – consumer helpline
E-mail: porady@dlakonsumentow.pl
[Consumer Ombudsmen](https://uokik.gov.pl/pomoc.php) – in your town or district
[European Consumer Centre](https://konsument.gov.pl/) - 22 55 60 600 – in cross-border cases involving the EU, Norway, Iceland and the United Kingdom