

TERMS AND CONDITIONS

I. General provisions and definition of terms

1.1. "Academy of Classical Music, z. ú." is an institute with its registered office at Maiselova 25/4, 110 00 Prague 1, ID No.: 26725347, registered in the Register of Benefit Corporations kept by the Municipal Court in Prague, Section U, Insert 527 (hereinafter also referred to as "Akademie klasické hudby, z. ú." or "Organiser").

1.2. "Customer" means a subject who has concluded a purchase contract with the company Akademie klasické hudby, z. ú. for a ticket to a concert or other performance organized by the company Akademie klasické hudby, z. ú. at the contractual box offices of information centers and through the sales department of ENIGOO s.r.o, IČ: 08750823, with registered office at Hlaváčova 207, Zelené Předměstí (Pardubice I), 530 02, Pardubice (hereinafter referred to as "ENIGOO") or via the Internet at www.unitedbymahler.cz through ENIGOO's shopping portal.

1.3. "Regular ticket" is a printed ticket bearing a unique QR code and issued at the Dvořák Prague ticket centres (specified in more detail at <https://www.dvorakovapraha.cz/o-festivalu/prodejni-mista/>).

1.4. "eTicket" is a ticket purchased online, on which a unique QR code is located and which the Customer receives in PDF format to the specified e-mail address.

1.5. By purchasing a ticket, the Customer agrees to the General Terms and Conditions, which are binding on both parties. The version of the General Terms and Conditions valid on the date of payment of the ticket purchase price shall prevail.

1.6. These General Terms and Conditions (within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code) govern the sale of tickets for cultural or other events organized by the Academy of Classical Music, z.ú. and all contractual relations with Customers arising therefrom.

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II. Purchase of tickets

2.1. The Customer may purchase tickets for concerts and performances of the Dvořák Prague International Music Festival at the box office and pay for them in cash or by credit card, with or without prior internet booking or via the internet, in accordance with Article III of these General Terms and Conditions.

III. Purchase and payment of tickets purchased via the Internet (eTicket)

3.1. An eTicket can be purchased at least 60 minutes before the start of the desired performance. Thereafter, the Customer may only purchase the remaining regular ticket at the evening box office before the performance.

3.2. For the purposes of this part of the Terms and Conditions, the purchase of eTickets means the sale of tickets for cultural or other events via the ENIGOO web interface. Services provided by the Academy of Classical Music can be ordered on the ENIGOO web interface. For this purpose, it is necessary to correctly enter and submit all the data required to make a ticket reservation (name, surname, email, telephone) and then make a cashless payment online, as set out further in these general terms and conditions. A maximum of 10 tickets in different price categories and for different events can be ordered and purchased through the service per booking.

3.3. Contract conclusion procedure

1) The Customer launches the ENIGOO interface from the official website of the Academy of Classical Music, z.ú., www.unitedbymahler.cz or from third-party websites.

2) The customer selects the sector to which he/she is interested in purchasing tickets.

3) The customer selects specific available seats. Available seats are represented by coloured points according to price category. The selection of a seat is made by clicking on a given coloured point. The selected tickets are represented as ticked boxes. The customer has the possibility to select from more sectors and seats (if available) for the ticket. The Selected Tickets field displays the current total amount of selected tickets. After the above ticket selection, the Customer presses the Go to Cart button.

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4) The customer fills in the required data truthfully: name, surname, email, telephone (hereinafter also referred to as "personal data") in the order form, or selects the relevant discount category. In the event of false information, the Organiser reserves the right not to accept the Customer's order or to withdraw from the contract by sending a statement to the Customer's email address.

5) Any discounts on the price of products provided by the Academy of Classical Music to the Customer cannot normally be combined with each other. Long-term discounts are relevant for certain groups of Customers (e.g. seniors, students, children, disabled). Eligibility for the discount can be claimed via the online drop-down menu when purchasing tickets on the website www.unitedbymahler.cz and then presenting the relevant ID at the ticket check upon entry to the cultural event selected by the Customer.

a. ISIC and ITIC card holders can take advantage of the ticket discount during the standard pre-sale period and during the festival. For ISIC card holders we also offer the possibility of purchasing the Student Special, which allows entry to selected concerts for only 100 CZK (limited number of tickets, no guarantee of a seat).

b. For persons over 65 years of age, a 20% discount on tickets is provided.

c. Holders of ZTP and ZTP/P cards receive a 50% discount on tickets.

d. Children under 15 years of age receive a 50% discount on tickets.

6) After filling in the details, the Customer presses the pay button and is then taken to the payment method listing.

7) Through the payment gateway the Customer completes the payment. By completing the payment, the contract is concluded.

8) Once the payment is completed, the Customer receives a ticket for the ordered event to the email provided during registration.

9) In the event of any problem during the ticket order process that prevents the process from being completed, the Customer may contact info@enigoo.cz.

10) By ordering a ticket, the Customer agrees to the wording of these terms and conditions and agrees to be bound by them in the event of a contract.

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3.4. The Academy of Classical Music, z. ú. is not responsible for the payment process in the payment gateway.

3.5. After making a payment through the gateway, the Customer will receive an eTicket in PDF format. If the Customer uses a smartphone or other electronic device that allows displaying the eTicket, he/she shall allow its verification by displaying it to a staff member equipped with a reading device; if not, he/she is obliged to print the eTicket.

3.6. Ticket validation takes place at the entrance to the event. In case of problems with reading the purchased ticket, the Customer shall contact the staff at the ticket office. The QR codes on the eTicket, whether printed or displayed on a portable device, can only be scanned once by a reading device, i.e. on any subsequent presentation of the eTicket or a copy thereof, the eTicket or copy thereof so presented will not be treated as a valid ticket and entry to the venue will not be granted on this basis, regardless of who presents the aforementioned tickets.

3.7. The Academy of Classical Music shall not be liable for any inconvenience caused by the unauthorised use or copying of an eTicket. Forgery is a criminal offence. eTicket is invalid if the data required for its control is not visible or has been altered by additional modifications.

IV. Sale and redemption of gift vouchers on the web platform

4.1. These Terms and Conditions further regulate the rights and obligations of the Academy of Classical Music and the Customer who purchases the product: "GIFT VOUCHER FOR THE PURCHASE OF TICKETS" (hereinafter referred to as "Voucher") on the official website of the Company www.dvorakovapraha.cz.

4.2. The sale of online vouchers is carried out in accordance with the provisions of applicable legislation, in particular Act No. 89/2012 Coll., the Civil Code, as amended, Act No. 634/1992 Coll., on Consumer Protection, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

4.3. The voucher is issued by the Academy of Classical Music to the Company.

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4.4. For the purposes of these General Terms and Conditions, a Voucher means a specific voucher transferable between persons according to the current offer of the online shop www.dvorakovapraha.cz without a specific date only with a limitation of the maximum possible date of redemption, which has a monetary value and the object of which is the right of its owner to use it in payment for the service offered, i.e. the purchase of tickets.

4.5. At the moment of sale, the voucher is entered into the Academy of Classical Music's electronic system and database of issued vouchers. The voucher can be redeemed in instalments until the full value of the voucher has been exhausted for the purchase of tickets, it cannot be exchanged back for cash.

4.6 The voucher is valid for 1 year from the date stated on the voucher and can be redeemed no later than the last day of its validity period; failure to redeem the voucher within this period will result in forfeiture of the product without refund of the purchase price.⁷ The voucher can be redeemed online at the Academy of Classical Music website www.dvorakovapraha.cz or www.unitedbymahler.cz by entering the numerical code stated on the voucher.

4.7 In the event that the Customer redeems the voucher when purchasing goods at a price lower than the face value of the voucher, the Customer has the right to use the remaining unused value of the voucher for a further purchase, but only for the duration of the voucher. If the voucher value is exceeded when redeemed, the Customer shall pay the excess directly by one of the payment options offered.

4.8 The Academy of Classical Music has the right to change these terms and conditions at any time. However, the General Terms and Conditions, which have already become part of the contract, may not be changed without the consent of the parties; the Terms and Conditions may not be changed during the validity of one issue.

4.9 The Customer is obliged to protect the Gift Voucher from damage, misuse, falsification, alteration or modification. Loss, theft or misuse of the voucher shall not entitle the Customer to a replacement voucher. The Seller shall not be liable for loss, theft, damage, misuse or destruction of the Voucher.

4.10 By purchasing the product "GIFT TICKET PURCHASE VOUCHER", the Customer confirms that he/she has read the General Terms and Conditions, that he/she has understood them and that he/she agrees to them in full.

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V. Other Terms and Conditions

5.1 When checking tickets, the Customer shall present either a valid regular ticket or an eTicket with a QR code in a printed PDF file or via a smartphone or other electronic device capable of displaying an eTicket.

5.2 The Customer is entitled to occupy only the seat designated by the ticket.

5.3 The Customer is obliged to keep a valid ticket at the Customer's disposal at all times during the performance. If the ticket is lost anywhere in the paid area of the venue, the Customer may be asked to leave the premises without any compensation.

5.4 By purchasing a regular ticket or an eTicket, the Customer agrees to comply with the Visiting and Operating Regulations for the entire duration of their stay in the places designated for the operation of concerts, where they are posted.

5.5 The Academy of Classical Music reserves the right to reposition inappropriately dressed Customers out of camera shots when the concert is being filmed by television. This will be without financial compensation for seats in a lower price category and without refund of admission fees.

5.6 By purchasing a ticket, the Customer agrees to the taking of photographs and video recordings of his/her person and to the use of these photographs in physical and digitized form and video recordings for all promotional materials of the Academy of Classical Music, z. ú., in printed and electronic form (e.g. websites, printed materials, social media platforms of Dvořák Prague: Facebook, Instagram, Twitter, etc.), for the purpose of informing about the event and presenting the activities of the Academy of Classical Music, z. ú. The Customer also agrees that the Academy of Classical Music, z. ú., grants a license to use the photographs to any third parties, in particular for the purpose of creating advertising and marketing materials of the Academy of Classical Music, z. ú. If the Customer does not expressly consent to the taking of images of his/her person, he/she may be seated in a place away from the lens of cameras and cameras, in agreement with the Academy of Classical Music, z. ú., whereby the Academy of Classical Music, z. ú., points out that these places may be in a lower price category and the Customer is not entitled to financial compensation or a refund of the admission fee. The Academy of Classical Music, z. ú. pledges that any recordings so made will not violate the Customer's dignity, privacy, honor or ridicule.

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5.7. Entry to the auditorium after the start of the performance is not allowed. Consumption of refreshments is only possible in designated areas. The customer is obliged to maintain cleanliness and order. Customers are obliged to turn off or silence their mobile phones before the start of the performance and any use of mobile phones is prohibited during the performance. Photography and audio or video recording is also prohibited. The organiser reserves the right to check compliance with these regulations throughout the performance. In the event of unauthorised photographs and recordings, the organiser's auditorium staff have the right to ask the spectator to delete them.

VI. Privacy Policy

6.1. In accordance with Act 110/2019 Coll. on the processing of personal data, as amended, and in accordance with 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, the Customer, by purchasing an eTicket or booking a regular ticket via the Internet, grants the Academy of Classical Music, z. ú. consent to the processing of his/her personal data in the scope of name, surname, e-mail address, telephone number, or other data provided in the registration form for the purpose of sale of eTicket or reservation of regular ticket via the Internet, or for the purpose of complaint or information about cancelled performance for a period of three years. The personal data controller is the Academy of Classical Music z. ú., which guarantees that the personal data is considered strictly confidential and will not be disclosed to third parties, unless otherwise stated in these terms and conditions. All personal data is strictly confidential and will only be used for the purposes of the Academy of Classical Music, z. ú. related to the fulfilment of this contract.

6.2 The processor of personal data within the meaning of 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 is ENIGOO s.r.o., Hlaváčova 207, 530 02 Pardubice, email: info@enigoo.cz, Tel: +420 461 100 936, www.enigoo.cz.

6.3 Personal data means information about the customer on the basis of which he can be directly or indirectly identified, in particular his name and surname, email and telephone number.

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6.4 Name, surname, residence, email are information necessary for the purpose of managing the records ticket sales. This data is kept by the Administrator for a period of 3 years. You may object to the above processing at any time, for example by sending an email to vstupenky@dvorakovapraha.cz or a letter to the contact details of the Academy of Classical Music, z.ú.

6.5 According to the legislation in force, the Customer has the right to:

- 1) withdraw consent at any time,
- 2) request information on what personal data we process,
- 3) request an explanation regarding the processing of personal data,
- 4) request access to such data and have it updated or corrected,
- 5) request that we erase this personal data,

6) in case of doubt about compliance with the obligations related to the processing of personal data, contact us or the Data Protection Authority.

6.6 The Organiser collects and processes the personal data provided by the Customer via electronic media in a secure data storage.

6.7 In accordance with § 7 of Act No. 480/2004 Coll., on certain information society services, all data provided in the order form after the purchase of a ticket or eTicket by the Customer are also collected and processed for the purpose of sending commercial communications to the data subject via electronic means, until the data subject directly and effectively sends the controller information that he/she does not wish to continue to receive commercial information from the controller. The aggregated data from this form may be used by the controller for statistical purposes for the internal use of the Academy of Classical Music, z. ú.

6.8. The data used for payment of the purchase price of eTickets is provided directly to companies operating secure Internet payment gateways and Akademie klaski hudby, z. ú. does not have access to this data. These data are protected in accordance with the general terms and conditions of the operators of these secure Internet payment gateways.

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VII. Complaints Policy

7.1 Purchased tickets cannot be returned or exchanged. The Customer acknowledges that, in accordance with Section 1837(j) of the Civil Code, he/she is not entitled to withdraw from the contract concluded pursuant to Article II and Article III

7.2 No refund will be given for lost tickets.

7.3 In the event that the Customer is debited with an incorrect amount from his/her account after making payment for the tickets using a credit card at the ticket office or when making a purchase in the Academy of Classical Music's online shop, the Customer is entitled to complain about this to the bank that issued the credit card used by the Customer to pay for the tickets, or to ENIGOO's contractual partner, in accordance with its terms and conditions.

7.4 Changes to the programme and performers are subject to change.

7.5 In the event of cancellation of a performance for which the Customer has already purchased a regular ticket or eTicket, the Customer will be refunded the ticket price under the following conditions:

a) If the ticket was purchased at the Dvořák Prague Ticket Centre or at the contracted box offices, the Customer will be refunded the price paid after a written claim has been made by bank transfer.

b) If it is an eTicket, the Customer will be refunded the price paid after a written claim has been submitted by bank transfer.

7.6 If the performance is cancelled due to force majeure, the Customer is entitled to a full refund of the admission price only if the performance did not take place at all or was terminated within the first 20 minutes.

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VIII. Final provisions

8.1 These General Terms and Conditions are valid for all business cases concluded between the Academy of Classical Music, z. ú. and the Customer.

8.2 The Academy of Classical Music reserves the right to change these General Terms and Conditions at any time. The Academy of Classical Music will publish the amendment and its effectiveness in an appropriate manner on its website www.unitedbymahler.cz.

8.3 These General Terms and Conditions shall take effect on 1 June 2024.

In Prague, 1 June 2024

Academy of Classical Music, z. ú.