

Terms and Conditions

of the MY TICKET s.r.o., a limited liability company, address: Korunní 588/4, Vinohrady, 120 00 Praha Reg. No.: 08604720, for sales of vouchers, tickets, subscription, and other services and goods (collectively “products”), through the internet shop placed on the internet address nightlifeticket.com/prague and through points of sale of the seller (hereinafter referred to as the “seller’s box offices”).

1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions (hereinafter referred to as the “Terms and Conditions”) of MY TICKET s.r.o. (hereinafter referred to as the “Seller”), a limited liability company, address: , stipulate in compliance with the provisions of Section 1751, Clause 1 of Act No. 89/2012, the Civil Code (hereinafter referred to as the “Civil Code”), the mutual rights and obligations between the Buyer and the Seller (hereinafter also referred to as the “contracting parties”) arising in connection with or on the basis of a contract of purchase (hereinafter referred to as the “contract of purchase”), concluded between them through the Seller’s internet shop (hereinafter referred to as the “internet shop”) or at the Seller’s box offices. The internet shop is run by the Seller on the website placed located at the internet address nightlifeticket.com/prague with the transition from the initial phase of booking, ordering and purchasing from the sales system of the Seller (hereinafter referred collectively “website”). The website also contains information about Seller’s box offices, and entities related to sales, as well as other information about the Seller’s activities.

1.2. The Seller also offers tickets and other types of products through authorised dealers acting on the basis of a contract of mandate concluded with the Seller. In some respects, the terms and conditions of the authorised dealers may differ from the Terms and Conditions of the Seller. When purchasing its products, the Seller recommends that the Buyers acquaint themselves with the terms and conditions of the authorised dealers and the possibilities of purchasing products from them.

1.3. The Buyer is either a consumer (always a natural person), or an entrepreneur (a natural or a legal person). The consumer is a person who beyond the framework of his/her business activities or beyond the framework of the independent performance of his/her occupation enters into a contract of purchase with the Seller or deals with the Seller in another manner. The entrepreneur is a person who independently performs, to his/her own account and at his/her own liability, an earning activity as a business person or in a similar manner with the aim to do so systematically with a view to gain profit. For the sake of consumer protection, an entrepreneur is also considered to be every person entering into contracts relating to actual business, manufacture or similar activities and/or to the independent performance of his/her occupation, or a person who acts on behalf or at the expense of a business person. If the Buyer states in the purchase order his/her Reg. No., the Buyer thereby acknowledges that the Seller considers him/her to be an entrepreneur.

1.4. By submitting a purchase order, the Buyer confirms to have acquainted himself/herself with the Terms and Conditions prior to entering into a contract of purchase.

1.5. The Buyer is aware of the fact that purchasing the products offered for sale by the Seller does not give rise to the Buyer’s right to use registration trademarks, commercial names, corporate logos, etc. of the Seller or third parties, unless in a specific case stipulated otherwise in a separate contact.

1.6. When using the entire electronic content (hereinafter also referred to as the “original works in electronic form”), the Buyer is obliged to comply with the obligations set by the legal regulations stipulating original, copyrighted works and the specific licence terms and conditions pertaining to the

respective product. Should the Buyer breach such obligations, he/she is obliged to compensate for the damage that may incur, and such conduct may also have criminal consequences. The Buyer is entitled to use all the works in electronic form, as well as the other original works, solely for his/her personal needs, unless stipulated otherwise in the licence terms and conditions. The Buyer is not entitled to copy the electronic content and, as in the case of all the other original works, reproduce it in another manner, nor is the Buyer entitled to make from it transcripts and clippings, and otherwise handle it at variance with copyrights, other legal regulations and/or the licence terms and conditions pertaining to the respective product. Access to the electronic content may be denied or the licence may be deactivated in the event that the electronic content has been obtained as a result of an unlawful conduct. This provision of the Terms and Conditions also applies to the electronic content which the Seller has provided to the Buyer as a present or gain prize.

1.7. The provisions of the Terms and Conditions form an integral part of a contract of purchase. The provisions discrepant from the Terms and Conditions may be stipulated in the contract of purchase. The differing provisions in the contract of purchase take precedence over the provisions of the Terms and Conditions.

1.8. The Seller may modify or amend the wording of the Terms and Conditions. This provision does not affect the rights and obligations that arose during the time of operation of the previous wording of the Terms and Conditions.

1.9. In the event that a person wins a prize in a competition (game) organised by the Seller (hereinafter also referred to as the “Promoter”), this prize-winner is obliged to collect the prize within 30 calendar days from the day on which the results of such a competition have been announced. The manner of announcing the results shall be determined by the Seller when announcing the rules of the competition. The prize-winner’s title to receive the prize shall become null and void after this period of time has expired, and the prize shall be forfeited for the benefit of the Promoter. Claims pertaining to the competition (game) cannot be recovered.

1.10. The “ordinary ticket” is a ticket printed at a box office of the Seller or at a point of sale of its authorised dealer. The “e-ticket” is a ticket that the Buyer receives in the PDF format so as to print it himself/herself, always following the reservation and payment through the internet shop of the Seller or its authorised dealers.

1.12. The regular operation time of the internet shop is 24 hours a day, 7 days a week. The Buyer acknowledges that the User Account need not be accessible at all times, mainly with regard to the necessary maintenance of the hardware and software of the Seller, or the necessary maintenance of the hardware and software of third parties.

2. PERSONAL DATA

2.1. On the basis of the Buyer’s registration carried out on the website, the Buyer is granted access to his/her user interface (hereinafter referred to as the “User Account”). The user interface makes it possible for the Buyer to put products into the online shopping cart and select the manner of delivery and payment of the products. Depending on its operation possibilities, the time of purchase and the set terms and conditions, the Seller offers different manners of delivery and payment pertaining to different types of products, or requires different scopes of registration from the Buyer (fast simple registration, full registration).

2.2. When registering himself/herself on the website and when ordering and purchasing products, the Buyer is obliged to state correct and truthful personal data and to inform the Seller about their change.

The Buyer confirms that provided personal data are correct and truthful. The Seller is entitled to erase incorrect and untrue personal data.

2.3. The Seller is entitled to cancel the User Account or limit access to it for any reason.

2.4. The Principles of personal data processing and protection are described in a separate document.

3. CONCLUSION OF A CONTRACT OF PURCHASE

3.1. The entire presentation of products placed on the web interface of the internet shop is of an informative nature, and the Seller is not obliged to conclude a contract of purchase regarding these product items. The provisions of Section 1732, Clause 2 of the Civil Code are not applicable.

3.2. The web interface of the internet shop contains information about products. The prices of products are stated inclusive of VAT at the legal rate and including all the related fees, particularly the fees pertaining to the costs for packaging and delivery of the goods. The prices remain valid as long as they are displayed on the web interface of the internet shop. This provision does not prevent the Seller from concluding a contract of purchase under individually agreed terms and conditions.

3.3. When ordering and purchasing products in the internet shop, the Buyer mainly selects a product (puts it in the online shopping cart), the manner of payment (payment of the purchase price) and the data pertaining to the required manner of delivery, while confirming the information about the costs relating to the delivery of the products (hereinafter also referred to collectively as the "Order").

3.4. Prior to sending the Order to the Seller, the Buyer is allowed to check and modify the data entered in the Order, including the possibility to ascertain and correct the errors incurred when entering the data in the Order in the internet shop. The Seller considers the data stated in the Order to be correct. After receiving the Order, the Seller shall forthwith confirm the receipt of the Order via electronic mail sent to the address stated by the Buyer in the user interface (hereinafter referred to as the "Buyer's email address").

3.5. Depending on the character of the Order (the quantity, weight, purchase price, expected transportation and packaging costs), the Seller is always entitled to ask the Buyer for additional confirmation of the Order, with proposed modifications of the contractual terms and conditions and/or additional information (by email, telephone, in writing).

3.6. The contractual relation between the Seller and the Buyer comes into effect upon the delivery of the Order (its acceptance), sent by the Seller to the Buyer by email to the Buyer's email address.

3.7. The Buyer agrees to the use of remote communication means when concluding a contract of purchase. The costs incurred on the part of the Buyer when using remote communication means in connection with the entering into a contract on purchase (costs for internet connection, telephone calls, etc.) shall be covered by the Buyer, with these costs not differing from the basic rate (the Seller shall not charge any fees for these services).

4. PRICE AND PAYMENT TERMS

4.1. The Buyer can pay the Seller for the price of the products and the costs connected with the delivery of the products, inclusive of VAT, pursuant to the respective contract of purchase as follows: payment in cash at a box office of the Seller;

payment by Paypal. MasterCard or Visa card via secure internet payment gateways (online card payment).
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4.2. The individual manners of payment are offered and accepted according to the current availability, or in dependence on the specific product and the time of purchase. The Buyer respects the options offered on the web interface and the online shopping cart, particularly in the event of a combined purchase of various types of products. The information in the shopping cart and the acceptance of the order by the Seller includes information specifying the place and time of the handover of the goods and subscription paid for in advance, or the place and time of handing over the tickets paid in advance. Goods paid in advance (e.g. books, theatre programmes, T-shirts, etc.) can be collected in person at the determined collection point at the earliest at noon on the working day following the day on which the order has been paid. Selected goods are available at the box offices of the Seller for direct purchase in cash without prior ordering and payment via the internet shop. The Buyer acknowledges that the extent of such selection of products need not comply with the selection of products offered via the internet shop.

4.6. In the event of credit transfer payment, the Buyer is obliged to state the variable symbol of the payment when paying the purchase price of a product. In the event of credit transfer, the Buyer's obligation to pay a purchase price is met upon the crediting of the respective amount to the bank account of the Seller.

4.8. The discounts on the price of products that may be granted by the Seller to the Buyer cannot be combined. Discounts are granted to specific groups of Buyers, mainly in the case of tickets, and discounts can also be granted in the case of all products on the basis of temporary special offers. The type and level of a discount is printed on tickets and the auditorium staff are entitled to ask the Buyer upon entering the auditorium to document the title to a discount, if the discount is bound to documenting the title (the respective age, membership in a loyalty programme, ownership of a licence in the form of the respective document, etc.).

4.9. If conventional in commercial relations or if stipulated in generally binding legal regulations, the Seller shall make out a tax document for the Buyer on the basis of a contract of purchase. The Seller is a VAT payer. The Seller shall make out a tax document and send it together with the goods ordered to the Buyer. The VAT rate differs in dependence on the nature of the purchased products, while in the case of some products the Seller is exempt from VAT, pursuant to Section 61, Letter e) of Act No. 235/2004, on value added tax, particularly in the case of tickets.

5. WITHDRAWAL FROM THE CONTRACT OF PURCHASE

5.1. The Consumer acknowledges that pursuant to the provisions of Section 1837 of the Civil Code he/she is not entitled to withdraw from a contract of purchase concluded through the internet shop if it concerns a contract on:

- a) provision of the services that the Seller provided with the Consumer's prior express assent before the time set for withdrawing from the contract has expired;
- b) delivery of goods or services whose price depends on the swings of the financial market independent of the will of the Seller, which may occur during the time set for withdrawing from the contract;
- c) delivery of goods that have been adjusted by request of the Consumer or for the Consumer;
- d) delivery of goods that are prone to rapid deterioration, as well as goods that following delivery were irrecoverably mixed with other goods;
- e) repairs or maintenance carried out in the place determined by the Consumer at the Consumer's request; this, however, does not apply in the case of subsequent execution of other than required repairs and the delivery of other than required spare parts;

- f) delivery of goods in closed packaging, which the Consumer has taken out from the packaging and the goods cannot be returned due to sanitary reasons;
- g) delivery of an audio or audio-visual recording or a computer program, if the Consumer has broken its original packaging;
- h) delivery of newspapers, periodicals and magazines;
- i) transportation or spending of leisure time, if an entrepreneur provides such services within the set deadline (tickets, e-tickets);
- j) delivery of a digital content, if it has not been delivered on a physical carrier and has been delivered with the express assent of the Consumer before the time set for withdrawing from the contract has expired.

5.2. Should it not concern the case stated in Article 5.1. or another case, whereby it is not possible to withdraw from a contract of purchase, the Consumer, unless he/she is an entrepreneur, is pursuant to the provisions of Section 1829, Clause 1 of the Civil Code entitled to withdraw from a contract of purchase entered into through the internet, to wit, within fourteen (14) days from the taking over of goods, while in the event that the subject of the contract of purchase is more than one type of product or delivery takes place on more than one occasion the deadline starts running on the day of the taking over of the final delivery. A notice of withdrawal from a contract of purchase must be sent to the Seller within the deadline stipulated in the previous sentence. A notice of withdrawal from a contract of purchase can be delivered to the Seller by the Buyer in person, or it can be in writing or sent by email (see 11. CONTACT, COLLECTION AND DELIVERY POINTS). Should the Consumer withdraw from a contract of purchase, the Consumer shall cover the costs associated with the return of goods. The Consumer can use the attached model form for withdrawal from a contract, yet he/she is not obliged to do so.

5.3. Should a purchase of products result in conclusion of a contract of purchase at a box office of the Seller or an authorised dealer only on the basis of a prior reservation made in the internet shop, by email or by telephone (without concluding a contract of purchase in the internet shop) or without any prior reservation made in the internet shop, by email or by telephone, the Consumer cannot withdraw from the contract.

5.4. Should the Seller allow the Buyer/entrepreneur to withdraw from a contract of purchase within the deadline of fourteen (14) days, the entrepreneur acknowledges that the purchase price that shall be returned to him/her shall be reduced by the amount corresponding to the value by which the price of the goods has been reduced.

5.5. In the event of withdrawal from a contract of purchase pursuant to Article 5.2 herein the contract of purchase shall become null and void from the beginning. The purchased goods must be returned to the Seller within fourteen (14) days from the day on which the Buyer has withdrawn from the contract. Should the Buyer withdraw from a contract of purchase, the Buyer shall cover the costs for the return of the goods to the Seller, including in the case that the goods cannot be, owing to their nature, returned in the usual postal way. Should the Buyer withdraw from a contract of purchase, the Buyer shall only be entitled to be returned the money paid for haulage at the lowest level offered.

5.6. In the event of withdrawal from a contract of purchase pursuant to Article 5.2 herein the Seller shall return the money received from the Buyer within fourteen (14) days from the day on which the Buyer has withdrawn from the contract, to wit, in the manner identical to the manner in which the Seller received the money from the Buyer. The Seller is also entitled to return the performance provided by the Buyer upon the return of the goods by the Buyer or in another manner, should the Buyer agree to it. If the Buyer withdraws from a contract of purchase, the Seller shall not be obliged to return the money to the Buyer before the Buyer has returned the goods.

5.7. The Seller is entitled to figure in compensation for the damage incurred to a product unilaterally against the Buyer's claim to return the purchase price.

5.8. Until the time of taking over of a product by the Buyer, the Seller is entitled to withdraw from a contract of purchase at any time. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, through credit transfer to the account determined by the Buyer.

5.9. If along with a purchased product the Buyer is given a present, the deed of gift concluded between the Seller and the Buyer includes suspensive condition stipulating that in the event that the Buyer withdraws from the contract of purchase the deed of gift forfeits effect with regard to such a present and the Buyer is obliged to return the given present to the Seller together with the product.

5.10. The Consumer is obliged to pay the proportionate part of the price in the event of withdrawal from a contract whose subject is the provision of services that have started to be provided.

5.11. The Seller does not take back purchased tickets, nor does the Seller swap them for any other tickets, whatever the reason for the required substitution or cancellation may be. When purchasing a product, the Buyer is obliged to check all the data pertaining to the service for which he/he is purchasing a ticket – the venues, date, time, the price, application of a discount – and consider carefully whether, in relevant cases, it would be reasonable to establish a commercial policy with a third party (usually an insurance company) for the event of a necessary cancellation of a ticket, owing to falling ill, for instance. The Seller does not mediate such insurance. Lost tickets are not indemnified.

5.12. The services and goods provided (e.g. the list of participating venues or the benefits offered by them) are subject to change. All information regarding services and good provided are considered to be indicative. The actual services and goods provided during the validity of the purchased ticket may vary from what was stated at the time of purchase or is stated on the ticket.

6. TRANSPORTATION AND DELIVERY

6.1. The Seller provides or mediates the following types of delivery and transportation of products: collection in person at the points of sale of the Seller; by means of electronic communication (e-tickets, e-content).

6.2. The individual types of transportation and delivery are offered in dependence on the current availability, or in dependence on which type of service, goods or electronic content is concerned, or in dependence on the time of purchase. The Buyer respects the options offered in the web interface and the online shopping cart, especially as regards combined purchases of various types of products. The information in the shopping cart and the information in the acceptance of the order by the Seller also provides information about the collection point and the time of the collection of the goods and subscription paid for in advance, or the collection points and the time of the collection of the tickets paid in advance. Goods paid for in advance (e.g. T-shirts, etc.) can be picked up in person at the collection point determined for goods no earlier than on the following working day, yet no earlier than at 12 noon after the order has been paid. Selected goods are available at box offices of the Seller for direct purchase by a credit or debit card/in cash without having been ordered in advance and paid for through the internet shop. The Buyer acknowledges that the extent of such selection of products need not comply with the selection of products offered via the internet shop.

6.3. If the type of transportation has been agreed on the basis of the Buyer's special request, the Buyer shall bear the risk and possible additional costs connected with the respective type of transportation.

6.4. If pursuant to the contract of purchase the Seller is obliged to deliver the ordered goods to the place determined by the Buyer in the order, the Buyer shall be obliged to take over the goods upon delivery.

6.5. Should for reasons on the part of the Buyer the necessity arise to deliver the ordered goods repeatedly or in a manner different to that stated in the order, the Buyer shall be obliged to cover the costs incurred as a result of repeated delivery of the goods, or the costs incurred as a result of a different manner of delivery.

6.6. Immediately after the delivery, the Buyer is obliged to check the condition of the consignment (the number of parcels, intactness of packaging, external damage to the consignment). The Buyer is entitled to refuse to take over a consignment, which is not in compliance with the contract of purchase, i.e. when the consignment is incomplete or damaged. If the Buyer does take over a damaged or incomplete consignment, the Buyer must inform the Seller forthwith by email or by post. Subsequent complaints of the consignment's being incomplete or damaged on the outside do not abridge the Buyer of the right to reclaim the consignment, yet the Seller is afforded the opportunity to prove that it does not concern a variance with the contract of purchase.

6.7. The deadline for the delivery of goods is usually within three (3) working days following their handing over to the hauler. If the goods are in storage, they are usually handed over to the hauler within one (1) working day.

6.8. Other rights and obligations of the parties pertaining to the transportation of goods may be stipulated in specific delivery terms and conditions of the Seller, if the Seller issues them.

6.9. If the Buyer fails to collect the purchased goods within 10 months from the day on which they were purchased, the goods shall be given over back to the Seller without the Buyer being entitled to any compensation.

7. FAULTY PERFORMANCE

7.1. The rights and obligations of the contracting parties pertaining to faulty performance are governed by generally binding legal regulations (particularly the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code, and Act No. 634/1992, on consumer protection, as amended by later regulations).

7.2. The Seller is responsible to the Buyer for the product being flawless upon its takeover. In particular, the Seller is responsible to the Buyer for the product meeting the following requirements at the time it is being taken over by the Buyer:

- a) the product features the properties that have been agreed by the parties, and if there is no such agreement, it possesses the qualities described by the Seller or its manufacturer, or the qualities the Buyer expected it to possess with respect to the nature of the product and in line with the advertising carried out by them,
- b) the product is suitable to serve the purpose that the Seller claims it is used for or the purpose for which the product of this type is commonly used,
- c) the product's quality or design complies with that of the agreed sample or the model product, if the quality or design have been set according to the agreed sample or model product,
- d) the product is in the accordant quantity, dimension or weight,
- e) the product meets the requirements set forth in legal regulations.

7.3. The provisions stipulated in Article 7.2. herein are not applicable in the case of a product sold at a reduced price owing to a defect that has led to arranging the reduced price, wear and tear caused by its customary use, in the case of second-hand goods owing to a defect corresponding to the degree of use or wear and tear, which the product had upon its takeover by the Buyer, or if it does not result from the nature of the goods. The Buyer is not entitled to claim faulty performance if the Buyer was aware of the product being faulty prior to taking over of the product, or if the Buyer himself has caused the defect.

7.4. The Buyer may lodge a claim arising from faulty performance to the Seller at the main box office of MY TICKET s.r.o. (Celetná 558/12, 110 00 Staré Město, Czechia). The moment of making a claim is considered to be the moment when the Seller receives the reclaimed goods from the Buyer. The Buyer is obliged to notify the Seller of a defect without undue delay after the Buyer has had the opportunity to detect it during a timely inspection and with sufficient care.

7.5. Should the Buyer lodge a claim in writing, the Seller shall inform the Buyer of having received the claim, as well as the manner of its settlement and the duration of the settlement, no later than within two (2) working days.

7.6. Should faulty performance be admitted, the costs arising from the sending of the goods shall be reimbursed to the Buyer, with the money sent in the form of post remittance or to a bank account, as agreed between the parties.

7.7. The Seller shall notify the Buyer that it has settled the claim either by telephone or by email, or, if agreed, in writing.

7.8. Other rights and obligations of the parties pertaining to the Seller's liability for defects may be stipulated in the Seller's complaints regulations.

7.9. The Seller does not assume liability for damages arising from the operation of products, the functional properties and incompetent use of products, nor does the Seller bear liability for the damage caused by external circumstances and faulty handling. The defects of such origin are not covered by the granted guarantee.

7.10. Should faulty performance grossly breach the contract concluded between the parties, the Buyer is entitled to:

rectification of the defect by means of being delivered a new, faultless product or by being delivered a missing product;

rectification of the defect by means of having the product repaired;

a commensurate discount on the purchase price;

withdraw from the contract.

The Buyer shall inform the Seller of which of the above options he/she has chosen, in the event of having notified the Seller of the defect or without undue delay after notifying the Seller of the defect. The Buyer cannot change the option he has chosen without having received the assent from the Seller, yet this does not apply if the Buyer has required repairs of a defect that has proved to be irreparable. Should the Seller fail to rectify the defect within a reasonable period of time or should the Seller inform the Buyer that the defect shall not be rectified, the Buyer is entitled to require instead a commensurate discount on the purchase price or is entitled to withdraw from the contract of purchase. The Buyer (Consumer) is also entitled to be granted a commensurate discount in the event that the Seller cannot provide the Buyer with a new, faultless product, replace a part thereof or repair the product, as well as in the event that the Seller fails to secure rectification within a reasonable period of time or in the event that securing the rectification would cause the Buyer considerable difficulties. Should the Buyer fail to

choose one of the aforementioned options in due time, he/she possesses the rights identical with those pertaining to a minor breach of the contract (see below).

7.11. If faulty performance constitutes a minor breach of the contract, the Buyer is entitled to have the defect rectified or to be granted a commensurate discount on the purchase price. At its own discretion, the Seller can rectify the defect either by repairing the product or by providing a new product. Should the Seller fail to rectify the defect in due time or should the Seller refuse to rectify the defect, the Buyer is entitled to require a discount on the purchase price or to withdraw from the contract. The Buyer cannot change the option he/she has chosen without having received the assent from the Seller.

7.12. The Buyer is also entitled to be provided with a new product or have a part thereof replaced in the case of a rectifiable defect, if the Buyer is not able to use the product owing to repeated occurrences of the defect following repairs or owing to a high number of defects. In such a case, the Buyer is entitled to withdraw from the contract.

7.13. Should the Buyer fail to inform the Seller of the defect in due time and without undue delay after the Buyer could have ascertained it if checked in time and sufficiently attended to it, the Buyer is not legally entitled to claim faulty performance. This also applies if the defect is hidden, if the defect has not been notified of without undue delay after the Buyer could have ascertained it if checked in time and sufficiently attended to it, yet no later than within two years following the taking over of the product.

7.14. The Buyer is not entitled to withdraw from the contract, nor is the Buyer entitled to require delivery of a new product, if the Buyer is not able to return the product in the condition in which he/she has received it (including accessories). This does not apply if:
the condition of the product has resulted from the inspection with the aim to ascertain the product's defect;
the Buyer used the product prior to having ascertained the defect;
the Buyer did not cause the impossibility of returning the product in an unchanged condition by his/her conduct or negligence;
the Buyer has sold the product prior to having discovered the defect, if the Buyer consumed or modified the product while using it in the customary manner; if this has only occurred in part, the Buyer shall return to the Seller that which the Buyer can still return, and compensate the Seller to the extent to which the Buyer has profited from using the product.

7.15. In view of protecting the consumer rights of the Buyer, if the Buyer is a legal person and shall require repayment of a credit in cash, the respective amount shall only be given to such persons authorised to act on behalf of the legal person in question, i.e. a statutory body or a person who shall present an officially authenticated power of attorney.

7.16. The Seller does not bear any liability and does not avouch for the perception of the artistic value of the performance(s) on the part of the Buyer.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The Buyer becomes the proprietor of a product upon having paid the full purchase price.

8.2. In relation to the Buyer, the Seller is not bound to adhere to any codes of conduct in terms of the provisions of Section 1826, Clause 1, letter e) of the Civil Code.

8.3. For the sake of consumer protection, MY TICKET s.r.o. is considered to be an entrepreneur pursuant to Section 420, Clause 2 of the Civil Code.

8.4. The Buyer has assumed responsibility with regards to the risks resulting from changed circumstances in accordance with Section 1765, Clause 2 of the Civil Code.

9. CONTACT, COLLECTION AND DELIVERY POINTS

9.1. The Seller provides telephone and email support, assistance with purchasing products and information seven (7) days a week (Mon-Sun), from 9 am to 22 pm, on info@nightlifeticket.com/prague, and the telephone number +420 731 067 775. The Seller reserves the right to reduce the operation in the event of emergency, for operational reasons and during the summer theatre holiday.

9.2. Collection points for the tickets ordered in the internet shop are all box offices of the Seller, during their regular operation time, including evening box offices of the Seller, and the points of sale of authorised dealers.

9.3. The collection point for the goods ordered in the internet shop is the MY TICKET s.r.o. main box office Celetná 558/12, 110 00 Staré Město, Czechia, Mon–Sun, from 9 am to 22 pm (the operation time for the handing over of the goods ordered in the internet shop).

9.4. Selected goods can also be purchased without paying in advance, directly at the Seller's box offices, particularly at the MY TICKETS s.r.o. main box office Celetná 558/12, 110 00 Staré Město, Czechia, Mon–Sun from 9 am to 22 pm..

9.5. The Buyer shall be informed of the delivery of the ordered goods or their being ready for collection in person through email. The duration of the delivery of the ordered goods and the price for transportation depend on the type of transportation selected by the Buyer within the shopping cart.

9.6. In the case of collecting in person of the ordered goods that have been paid for through the internet or are paid for on delivery, the Seller or a contractual partner can ask the Buyer to present an ID document (ID card, passport), with the aim to prevent the origination of damage and avert the legalisation of income proceeding from criminal activities. Should the Buyer fail to present one of the relevant documents, the Seller or a contractual partner may refuse to hand over the goods.

9.7. When purchasing products or on other suitable occasions, the Buyer may be informed about further contacts to the Seller (other telephone numbers, email addresses, etc.), especially when purchasing a subscription or when making use of other loyalty programmes, or in the case of entrepreneurs.

10. VISITING REGULATIONS

10.1. The premises which the Buyer (hereinafter also referred to as the “visitor”) shall be entitled to enter are the premises of third-party partners and have visiting regulations that are not encompassed by the Terms and Conditions.

10.2. The visitor is obliged to abide by the instructions of the staff, the security guards and other authorised persons of MY TICKET s.r.o. as well as its partners, as well as all the written instructions made public in the visited premises, and, if need be, the visitor is obliged to undergo a security check upon entering the premises, as well as a check of the objects brought in.

10.3. By their appearance, attire and behaviour, the Buyer is obliged to adhere to the accustomed practice expected from them when visiting premises. Dress codes are required for many events. Persons in markedly soiled clothes and persons whose behaviour may compromise the safety of the other visitors are not allowed to enter the respective premises, or can be ejected from them.

10.4. Visitors must not enter the premises with guns, must not let in any animals, with the exception of guide and assistance dogs accompanying disabled persons.

10.5. Latecomers are not allowed to enter the premises. Arriving in time pays off.

10.6. All those present at the premises share a common experience. Noise coming from the auditorium disturbs the artists on the stage and the other theatre-goers alike. Visitors are expected to think about what their children are able to sit through, as not all performances are suitable for the young.

10.7. The Seller recommends that the theatre visitors leave their bags and outer-wear in the cloakroom, when a cloakroom is available at the venue.

10.8. Taking photographs and making recordings not only disturbs those present on the stage, it may also infringe copyrights. Therefore, it is forbidden without a permit.

10.9. Manipulation of any kind with a ticket renders it invalid. A person in possession of a compromised ticket is prevented from entering the auditorium. Counterfeiting of tickets is punishable by law. Tickets are checked by means of automated readers.

10.10. Theatre visitors are not allowed to smoke, consume food or beverages in the premises other than those expressly allocated and marked.

10.11. Should by the breaching of these visiting regulations or by another undue activity a theatre visitor bring about damage to the Seller, a report shall be drawn up with the visitor. Should a visitor refuse to document his/her identity, the Seller shall be entitled to ask the Police of the Czech Republic (Section 63 of Act No. 273/2008, on the Police of the Czech Republic) for assistance. The scope, level and manner of compensation shall be set in accordance with the respective legal regulations.

11. FINAL PROVISIONS

11.1. The Terms and Conditions have been drawn up in English. In the event that the language versions are at variance, the English version shall be decisive. .

11.2. The relations and possible disputes that may arise in connection with the contract of purchase shall be settled exclusively pursuant to the law of the Czech Republic, by the competent courts of the Czech Republic. If the relation established in the contract of purchase contains an international (foreign) element, the contracting parties have agreed that the relation shall be governed by the Czech law.

11.3. The authority competent to effect out-of-court settlement of consumer disputes arising from the contract of purchase is the Czech Trade Inspection Authority, address: Štěpánská 567/15, 120 00 Prague 2, Reg. No.: 000 20 869, www.coi.cz. Before an out-of-court settlement has been proceeded to, the Seller recommends that the Buyer first make use of the email and telephone support lines of the Seller, or other ways of personal or written negotiations with the Seller.

11.4. The contract of purchase is concluded in English. Should a translation of the text of the contract be produced for the needs of the Buyer, the interpretation of the contract in English is applicable in the event that a dispute arises pertaining to the interpretation of the terms or ideas.

11.5. The Terms and Conditions, including parts thereof, have been in force and effect since July 18 2019, and have cancelled the previous wording of the Terms and Conditions, including parts thereof.

11.6. If a provision of the Terms and Conditions is null and void, or it becomes null and void, the invalid provision shall be replaced with a provision whose meaning is the closest to the meaning of the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity and effect of the other provisions. Any changes and amendments to the contract of purchase or the Terms and Conditions must be in writing.