



# General Terms and Conditions for the Sale of Tickets for Events Organized by the Association Intercultural Creative Life, z.s.

## 1. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as "**terms and conditions**") regulate, in accordance with § 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "**purchase contract**") concluded between:

Intercultural Creative Life, z.s.

with its registered office: Cihlářská 646/24

ID: 03915824

VAT: The subject is not a VAT payer

bank connection: Fio Banka account no. 2200816847/2010

registered in the public register kept by the Regional Court in Brno, file no. L 20474 (hereinafter referred to as the "**seller**"), on the one hand

**and**

a third party (hereinafter referred to as the "**buyer**"), on the other hand through the website or cash register.

1.2 In the case of personal ticket purchase via the cash register, the provisions of the terms and conditions that cannot be applied to such a contractual relationship due to their nature shall not apply to the concluded contractual relationship.

1.3 The terms and conditions form an integral part of the concluded purchase contract.

1.4 For the purposes of these terms and conditions, the following shall apply:

"**regular ticket price**" the ticket price that is not a discounted ticket price.

"**student**" a person attending an educational institution who is under 26 years of age and, if over 15 years of age, holds a valid student ID.

"**senior/disabled**" a person over 65 years of age or a person with a valid disabled ID

"**ticket holder**" a person who presents the ticket upon entry to the concert.



"**buyer**" a person who has concluded a purchase contract with the seller.

"**cash register**" a point of sale of the seller located in individual venues where an event organized by the seller takes place, with opening hours specified on the website.

"**concert**" an event specified on websites and cash registers.

"**ticket**" a ticket in paper or electronic form entitling the ticket holder to a single entry to the concert, which can be purchased via the website or at the cash register.

"**website**" an internet application at <https://www.iclbrno.cz/> providing information about scheduled concerts and ordering tickets for these concerts.

"**discounted ticket price**" a reduced ticket price that entitles a student or senior to purchase it.

1.5 Other undefined terms have their usual linguistic meaning, unless otherwise deduced from the context.

## 2. Conclusion of the Purchase Contract, Payment Terms, Ticket

2.1 A ticket with a regular ticket price and/or with a discounted ticket price can be purchased at the cash register or on the website.

2.2 All services presented on the website and at the cash register are of an informative nature and do not constitute an offer of a contract. The seller is not obliged to conclude a contract to provide these services. The provisions of § 1732 paragraph 2 of the Civil Code shall not apply.

2.3 The purchase of a ticket entitling participation in the concert is made by the buyer on specific concert dates.

2.4 Unless expressly stated otherwise, the stated price includes all sales fees, as specified on the website and at the cash register.

2.5 To purchase a concert ticket via the website, the buyer is required to provide their identification and contact details on the website. Without these details, it is not possible to provide the buyer with a ticket.

2.6 The purchase contract is concluded at the moment of payment of the purchase price for all ordered tickets by the buyer to the seller. The purchase price is paid at the



moment the funds are credited to the seller's account. Payment terms are specified in the relevant step of the order placed on the website.

2.7 After selecting the number of tickets, the total purchase price will be displayed to the buyer, which the buyer is obliged to pay. After making the payment by credit card, the seller will send a purchase confirmation and the ticket in pdf format to the buyer's email without delay. The buyer is required to present the purchased ticket before entering the concert, either in paper form obtained by printing the ticket in pdf format sent to their email, or the buyer may present this ticket in electronic form.

2.8 The seller is not responsible for non-delivery of the ticket to the buyer's email if the buyer provides incorrect details or if there are technical problems on the side of the provider of internet or telecommunication services.

2.9 The seller informs that the sale of tickets for a specific concert date via the website will be terminated at least 30 minutes before the start of the respective concert.

2.10 The seller is not responsible for the validity and authenticity of a ticket purchased outside the website or cash register.

### **3. Rights and Obligations of the Contracting Parties**

3.1 The seller reserves the right to change the time of the concert and the content of the concert and to change the opening hours of the cash register.

3.2 The ticket entitles entry to the concert according to the specifications stated on the ticket, including the exact date and time of the concert.

3.3 The ticket holder is obliged to arrive at the venue with the printed ticket or the ticket in electronic form in advance. Other concert details may be provided on the website.

3.4 If the ticket holder does not arrive at the concert venue at the agreed time (i.e., at the specific time the ticket is issued) with sufficient advance notice before the start of the concert, entry to the concert will not be permitted. The concert will be



considered properly provided, and the full purchase price will be due to the seller. The buyer or ticket holder is not entitled to request a refund of the ticket price or the provision of an alternative concert date.

3.5 By presenting the ticket upon entry to the concert venue, the ticket holder agrees to the rules set by the seller. The ticket holder is obliged to adhere to the operational and visitor regulations of the concert venue and to all instructions given by the seller's staff.

3.6 Animals are prohibited from entering the concert. The only exception is the entry of the ticket holder accompanied by a guide or assistance dog. The ticket holder is obliged to report this fact when entering the concert venue.

3.7 The ticket holder acknowledges that the legal representative or escort of minors is responsible for them.

3.8 If the ticket holder violates the operational or visitor regulations of the concert venue or the instructions of the seller's staff, the ticket holder risks sanctions by the seller, including immediate termination of participation in the concert by the violator.

3.9 In the case of a discounted ticket price, the holder of such a ticket shall present a valid ID entitling the ticket holder to a discount before entering the concert. If the holder of the discounted ticket does not present this ID and does not pay the difference between the full and discounted ticket price, entry to the concert will not be allowed. The concert will be considered properly provided, and the buyer or ticket holder is not entitled to request a refund of the ticket price or the provision of an alternative concert date.

3.10 The ticket holder is obliged to familiarize themselves with the content of these terms and conditions.

3.11 If a person fails to present a valid ticket for the specified concert date before the concert begins, their participation in the concert will not be allowed. The concert will be considered properly provided, and the seller will be entitled to the full purchase price.



#### 4. Withdrawal from the Purchase Agreement

4.1 The individual, who is a consumer, acknowledges that according to § 1837 letter j) of Act No. 89/2012 Coll., the Civil Code, they cannot, by virtue of § 1829 of Act No. 89/2012 Coll., the Civil Code, withdraw from a purchase agreement concluded via a web portal, as it constitutes a contract for the provision of leisure activities, where the association provides these services at a specified time (tickets).

4.2 However, the seller will allow the cancellation of purchased tickets in the event of serious reasons on the part of the buyer, but no later than 24 hours before the concert, via an email address designated for communication and provided on the web portal. The seller will refund the ticket money to the buyer's account from which the payment was made promptly. However, no later than 14 days from the request for cancellation.

#### 5. Complaints Procedure

5.1 If the seller fails to fulfill the obligations arising from the purchase agreement properly and on time, the buyer may assert their right to defective performance ("complaint"). The complaint must be made without undue delay, but no later than 30 days from the date of the concert or, if the concert did not take place, from the date when the concert was supposed to take place.

5.2. All complaints and inquiries must be submitted without undue delay via email to the email address [info@iclbrno.cz](mailto:info@iclbrno.cz) provided for contact on the website or by post to the address Cihlařská 646/24, 602 00 Brno. The buyer must provide their email address in the complaint, through which the seller will communicate with the buyer regarding the complaint.

5.3 The seller is obliged to handle the complaint within 30 days of its receipt. This period may only be extended with the consent of the buyer. After the expiration of this period without resolution, the buyer has the right to withdraw from the concluded purchase agreement or to a reasonable discount from the purchase price.



5.4 Without undue delay from the submission of the complaint, the seller will send the buyer a confirmation of when the complaint was submitted, its content, and the desired method of handling. Furthermore, the seller will send the buyer confirmation of the date and method of handling the complaint, and in case of rejection of the complaint, the justification for such rejection.

5.5 In the event of any transfer of the ticket to another person, the buyer is obliged to inform them that in case of concert cancellation, the seller refunds the money exclusively to the person who purchased the ticket (the buyer).

5.6 Purchased tickets cannot be redeemed, exchanged, or duplicated.

5.7 No compensation is provided for lost tickets.

5.8 Any additional modification to the ticket renders it invalid.

## **6. Special Provisions Regarding Obligations from Purchase Agreements concluded with a Consumer**

6.1 The provisions of this Article 6 shall apply to a purchase agreement concluded with a buyer who is a consumer and to the obligations arising therefrom.

6.2 The purchase agreement is concluded in the Czech language unless otherwise agreed in the purchase agreement itself and concluded in another language.

6.3 Individual technical steps leading to the conclusion of the purchase agreement:

- a) opening the web portal;
- b) providing the identification and contact details of the buyer (billing information);
- c) selecting a specific concert date and number of tickets;
- d) ticking the box by which the buyer confirms that they have read the terms and conditions and information on the handling and protection of personal data;
- e) payment of the purchase price.



6.4 The buyer declares that all communications from the seller to the buyer have been made clearly and understandably, in the language in which the purchase agreement is concluded.

6.5 The seller undertakes to make all future communications to the buyer clear and understandable, in the language in which the purchase agreement is concluded.

6.6 The subject for out-of-court resolution of consumer disputes is:

**Czech Trade Inspection**

Central Inspectorate – ADR Department

Štěpánská 15

120 00 Prague 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

The website of this entity is:

Web: [adr.coi.cz](http://adr.coi.cz)

The buyer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>

6.7 The seller is not responsible for difficulties caused by unauthorized use or copying of the electronic ticket.

6.8 The electronic ticket becomes invalid if the necessary data for its verification is not visible or if it has been altered by additional modifications.

6.9 If the buyer or the holder of a damaged ticket fails to present confirmation of ticket purchase via the internet upon entering the concert, or if this confirmation is illegible or otherwise impossible to verify its authenticity, for example, due to a damaged phone display or a dead battery, they are not entitled to attend the concert, nor to a refund of the ticket price or to select another concert organized by the seller.

## 7. Final Provisions

7.1 The purchase agreement and the terms and conditions, as well as all rights and obligations arising therefrom, including rights and obligations arising from the breach of the purchase agreement and terms and conditions, as well as matters not regulated



in the purchase agreement and terms and conditions, shall be governed by Czech law, in particular the Civil Code.

7.2 If any provision of the terms and conditions is invalid or ineffective, or becomes so, the provision whose meaning comes closest to the invalid provision shall apply instead. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Amendments and supplements to the purchase agreement or terms and conditions require written form.

**These terms and conditions enter into force on January 1, 2024.**