

TERMS AND CONDITIONS

I. General provisions and definitions

- 1.1. The company „Akademie klasické hudby, o. p. s.“ (Academy of Classical Music) is a public service organization with its registered office at the address Palackého 740/1, 110 00 Prague 1, IČ: 26725347, entered in the Register of Public Service Organizations kept at Prague Municipal Court, Section O, File 268.
- 1.2. The company Akademie klasické hudby holds an International Music Festival Dvořákova Praha and the International Music award The Antonín Dvořák Prize at venues designated for the holding of musical cultural events.
- 1.3. The “Customer” is a subject that has entered into a purchase agreement with the company Akademie klasické hudby for a ticket to a concert or other performance presented by the company Akademie klasické hudby directly at the Ticket centre of Dvořák Prague Festival, at contracted ticket offices of information centers and through the sales department of Perfect System, a.s. or on line at the website www.dvorakovapraha.cz.
- 1.4. A “Regular Ticket” is a ticket printed at Ticket centre of Dvořák Prague Festival and at venues designated for the printing of tickets.
- 1.5. An “eTicket” is a ticket bearing a barcode, which a Customer receives in PDF format for printing out on the Customer’s printer.
- 1.6. The Customer consents to the General Terms and Conditions, which are binding upon both parties. The version of the General Terms and Conditions valid as of the date of the rendering of payment of the purchase price for a ticket shall be decisive

II. Purchase of tickets

- 2.1. The Customer may purchase tickets to concerts and performances of the International Music Festival Dvořákova Praha at a ticket office and render payment for them in cash or by payment card with or without a prior on-line reservation, or may render payment on line using the following types of payment cards: MasterCard, Maestro, Visa or Visa Electron, or using the payment system PaySec, or following a reservation made in advance, may render payment from within the Czech Republic by wire transfer.

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

- 3.1. An eTicket may be purchased no later than 60 minutes before the beginning of the requested performance. Thereafter, the Customer may make a purchase only from among the remaining Regular Tickets at the ticket office at the venue before the performance.
- 3.2. If you buy discounted eTickets (discounts for students, disabled persons, seniors, children), when the ticket is checked, the ticketholder must present a valid document proving his/her entitlement to the discount.
- 3.3. When buying eTickets, tickets to multiple performances may be purchased in a single transaction. A maximum of 6 tickets may be purchased for each performance.
- 3.4. The Customer is not charged any handling fee above the actual ticket price when buying eTickets.
- 3.5. Once the Customer has completed the order form for an eTicket, the total purchase price is displayed, which the Customer is required to pay. This purchase price is the current price for the ordered performance, and it is a final price, i.e. including any discounts given.
- 3.6. After completing the order for an eTicket, the Customer is redirected to the secure payment gateway GP WepPay or to the secure payment gateway system PaySec, through which the Customer renders payment.
- 3.7. Through the payment gateway GP WebPay or PaySec, the Customer enters all data necessary for paying the purchase price of the requested ticket.
- 3.8. The company Akademie klasické hudby bears no liability for incidents occurring in the course of payment through the payment gateway GP WebPay or PaySec.
- 3.9. After the rendering of payment of the purchase price for an eTicket and successful completion of the order, the Customer is sent an e-mail message as a “Final Review” from the system of the company Akademie klasické hudby, containing data on the purchased tickets. This “Final Review” is not a substitute for a Regular Ticket or eTicket.
- 3.10. After the rendering of payment through the payment gateway GP WebPay or PaySec, the Customer is redirected back to the Akademie klasické hudby website, where he/she chooses how to receive the eTicket. The Customer may choose to have the ticket displayed in PDF format and then print it out.
- 3.11. If the Customer neglects to choose any form of receipt of an eTicket and leaves the page offering the choice of methods, he/she may subsequently log back onto the system using the same user name and password and obtain an eTicket in printed form from the overview of his/her orders.
- 3.12. If the Customer enters incorrect data, or if there are technical problems on the part of the internet provider or telecommunications services provider, the company Akademie klasické hudby does not guarantee the delivery of an E-Ticket in the form of an SMS message.
- 3.13. The numerical bar codes on an eTicket can be read by a scanner only once, meaning that no subsequent presenting of the numerical bar code printed out will be honored as the presenting of a ticket, and admission to the hall will not be granted on that basis, regardless of who is presenting the ticket in question.
- 3.14. The company Akademie klasické hudby bears no liability for any problems caused by the unauthorized use or copying of an eTicket. Forgery of tickets is a punishable offense. An eTicket is not valid if it does not bear legibly the data necessary for checking it, or if it has been subsequently altered.

IV. Internet ticket booking

- 4.1. The company Akademie klasické hudby may at its own discretion permit the Customer to make on-line reservations of tickets to selected performances.

- 4.2. When making on-line ticket reservations, the Customer chooses the desired performance, time, specific seat in the hall, customer category, using of a discount coupon, and method of delivery and payment for the tickets. In the case of choosing to pick up tickets at a ticket office, a discount coupon may be applied to the purchase at the ticket office.
- 4.3. After making a reservation, the Customer receives an e-mail message that is the "Final Review" containing a unique reservation number, which is to be given at a ticket office if the Customer elects to pick up tickets there. On the basis of that number, ticket office personnel will sell the Customer the relevant reserved tickets.
- 4.4. The "Final Review" e-mail that the customer receives after making an on-line reservation also contains information about the final deadline for picking up tickets at a ticket office before the beginning of the performance. If the Customer fails to pick up the tickets in accordance with these instructions, the company Akademie klasické hudby is entitled to sell those tickets to a different customer.
- 4.5. The company Akademie klasické hudby bears no liability for the entry of incorrect data by the Customer when making on-line reservations (date, time, performance, seat in the hall).

V. Other conditions

- 5.1. When tickets are checked, the Customer shall present either a valid Regular Ticket or an eTicket with a numerical bar code in the printed out from a PDF file. Upon admission, these bar codes will be checked with a barcode reader.
- 5.2. The Customer is only entitled to occupy the seat designated on the ticket.
- 5.3. The Customer must have a valid ticket in his/her possession for the duration of his/her attendance at the performance. In case of the loss of a ticket anywhere in the paid admission zone of the concert venue, the Customer may be asked to leave the premises without compensation of any kind.
- 5.4. By purchasing a Regular Ticket or an eTicket, the Customer agrees to comply with the Rules for Visitors and Operations for the duration of his/her attendance at venues intended for the presenting of concerts, where the Rules are displayed.

VI. Personal data protection

- 6.1. By the purchasing of an eTicket or the reservation of a Regular Ticket on line, the Customer gives the company Akademie klasické hudby consent in accordance with Act No. 101/2000 Coll., Act No. 40/1995 Coll. and Act No. 480/2004 Coll. as amended for the processing of his/her personal data to the extent including his/her first and last name, e-mail address, telephone number and/or any other data entered in the registration form for the purpose of realizing the sale of an eTicket or realizing a reservation of a Regular Ticket on line, or for the purpose of handling a claim or for providing information about the cancellation of a performance for a period of one year. The company Akademie klasické hudby guarantees that this personal data shall be regarded as strictly confidential, and they will not be provided to another subject. All personal data are strictly confidential and will be used only for the purposes of the company Akademie klasické hudby.
- 6.2. In compliance with § 5 of Act No. 101/2000 Coll. on the Protection of Personal Data, all data stated on this form are compiled and processed exclusively for the purposes of sending commercial messages to the subject of the data by electronic means in accordance with Act No. 480/2004 Coll. on Certain Information Society Services, until such time that the subject of the data directly and effectively sends the administrator information to the effect that it no longer wishes to be sent commercial information by the administrator, but for a maximum period of 5 (five) years. Summarized data from this form may be used for statistical purposes for the internal needs of the administrator.
- 6.3. Data serving for payment of the purchase price of an eTicket are provided directly to the companies operating secure internet payment gateways, and the company Akademie klasické hudby has no access to that data. The data are protected in accordance with the general terms and conditions of the operators of those secure internet payment gateways.

VII. Articles of Complaint

- 7.1. Purchased tickets cannot be returned or exchanged.
- 7.2. Lost tickets are not replaced.
- 7.3. After the rendering of payment for tickets using a payment card at a ticket office or for a purchase on the Akademie klasické hudby website, if the wrong amount is deducted from the Customer's account, the Customer is entitled to exercise claims relating to such a circumstance only with the bank that issued the payment card used by the Customer to pay for the tickets.
- 7.4. The presenter reserves the right to change the concert programme or performers.
- 7.5. If a performance is cancelled for which a Customer has already purchased a Regular Ticket or an eTicket, the price of admission shall be refunded to the Customer under the following conditions:
 - a) If a ticket has been purchased at a Ticket centre of Dvořák Prague Festival or at a contracted ticket office, the Customer shall be refunded the price paid, if he/she goes to the ticket office where the ticket was purchased without unnecessary delay.
 - b) In the case of an eTicket (purchased on line), upon the submitting of a claim for a refund in writing, the Customer shall be refunded the price paid by postal money order or by wire transfer.

VIII. Final provisions

- 8.1. These General Terms and Conditions are valid for all business conducted between the company Akademie klasické hudby and the Customer.
- 8.2. The company Akademie klasické hudby reserves the right to change these General Terms and Conditions at any time. The company Akademie klasické hudby shall publish the changes and their effective date in an appropriate manner on its website at www.dvorakovapraha.cz.
- 8.3. These General Terms and Conditions took effect on 1st of January 2014.