

General Terms and Conditions Metronome Festival Prague 2019

I.

Recitals and Definitions

1. The following General Terms and Conditions (GTCs) stipulate the relationship between Metronome Production s.r.o., Id. No. 04658639, with its registered office at Slunná 541/27, Střešovice, 162 00 Prague 6, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 251541 (hereinafter the “Organiser”), as the organiser of the Metronome Festival Prague 2019 which takes place on 21 June – 22 June 2019 within the Holešovice Exhibition Grounds (hereinafter the “Festival”) and all persons participating in the Festival (hereinafter the “Participant”).
2. These GTCs constitute an integral part of the Purchase Contract concluded between Metronome Production s.r.o. as the Seller and third parties as the Buyers or the Participants, respectively. The purchase contract provides for the sale of tickets to the Festival.
3. These GTCs specify the rights and obligations of Metronome Production s.r.o. as the Seller and of the third parties as the Buyers in the sale of tickets to the Festival.
4. These GTCs specify the conditions of the Participant’s participation in the Festival.
5. Unless indicated otherwise by the above-specified purchase contract, the relationship between the Parties not regulated in writing in accordance with Act. 89/2012 Sb., the Civil Code, as amended (hereinafter the “Civil Code”) shall be governed by these General Terms and Conditions.
6. The Buyer acknowledges that the following terms and conditions are binding on all performances that are to take place under the Purchase Contract and waives, as appropriate, the application of its own purchasing conditions. In case of any variance between these General Terms and Conditions and the contract, the provisions of the concluded contract shall prevail.

II.

Definitions and Interpretation

1. E-shop - on-line system operated on the Internet on domain (URL) <https://www.metronomefestival.cz/cz/tickets/>, which enables to conclude Purchase Contracts between the Seller and the Buyer through the means of distant communication;
2. Buyer - a natural person (individual) or legal entity (corporation) that concluded the Purchase Contract;
3. Buyer - consumer – a natural person (individual) who does not act in the conclusion of the Purchase Contract within the scope of his/her business activities or within the scope of independent performance of his/her occupation (Section 419 of the Civil Code);
4. Purchase Contract - purchase contract concluded in electronic form via the E-shop between the Seller and the Buyer;
5. Civil Code – Act No. 89/2012 Sb., the Civil Code, as amended;
6. Business Terms and Conditions – business terms and conditions of the E-shop of the Metronome Festival Prague 2019 which form an integral part of the Purchase Contract;
7. Purchase Order – an electronic binding proposal for conclusion of the Purchase Contract which is created by completing the essential details in the order form (e.g. quantity, delivery address) and sending it to the Seller via the E-shop;
8. Seller – operator of the E-shop, Metronome Production s.r.o., identified in Art. 1.1.1;
9. Goods – movable things sold via the E-shop or in “brick-and-mortar store” of the Seller, including tickets to cultural events delivered in paper or electronic form.

III.

Offer of Goods, Purchase Order, Conclusion of the Purchase Contract

Offer of Goods

1. The Goods displayed via the E-shop website do not constitute legally binding offer in the sense of Section 1732 (2) of the Civil Code. It is only an invitation to the Buyers to send a binding proposal for conclusion of the Purchase Contract.
2. The Seller does not guarantee immediate availability of the Goods published on the E-shop's website.
3. After clicking on the offer of specific Goods specified in the E-shop, its description, exact price incl. VAT, information on availability on stock and usually also a photograph of the Goods is displayed. The Purchase Price of the Goods is valid upon its display to the Buyer or, as appropriate, upon submitting the Purchase Order according to Art. 2.2.3. The Purchase Price of the Goods remains valid even if the amount of the Purchase Price of the given type of Goods changes after submitting the Purchase Order. This provision shall in no way limit the Seller's option to enter into the Purchase Contract under terms and conditions agreed individually.

Ordering Goods through E-shop

1. If the Buyer is interested in the Goods offered, it may put it into a virtual shopping basket by clicking on "ADD TO BASKET". Multiple items may be added into the shopping list before submitting the Purchase Order. After adding items into the shopping basket is completed, the Buyer may fill in other details required to create the Purchase Order, in particular to select the method of delivery of the Goods and payment of the Purchase Price, as well as to enter his/her identification and contact details within the scope necessary to conclude the Purchase Contract. Prior to submitting the Purchase Order, the Buyer may check and remove errors made when entering details in the Purchase Order; the Buyer may in particular remove the individual items from the shopping basket and check and change the details specified in the Purchase Order, especially the quantity and type of Goods and contact details.
2. Before submitting the Purchase Order, all the Goods added into the shopping basket is displayed to the Buyer, as well as the price of the Goods both exclusive of VAT and inclusive of VAT, quantity of the individual items (pieces), summary price of all the Goods added into the Shopping basket, transportation costs of the Goods ordered and, as appropriate, other taxes and charges if payable by the Buyer.
3. Submitting of the Purchase Order by clicking the "COMPLETE THE ORDER" button is deemed to be the Buyer's proposal for the conclusion of the Purchase Contract.

Confirmation of Acceptance of the Purchase Order and Establishment of the Purchase Contract

1. After the delivery of the Purchase Order, the Seller will send a confirmation of the Purchase Order to the Buyer via e-mail sent to the address entered by the Buyer within the Purchase Order. The confirmation of the Purchase Order contains, among other things, all details concerning the Goods purchased and it also includes link to the current wording of these Business Terms and Conditions applicable as of the date of conclusion of the Purchase Contract allowing to download and save the Business Terms and Conditions in .pdf format or other similar format enabling their archiving. The Purchase Contract is concluded upon delivery of the Purchase Order to the e-mail address entered by the Buyer. If the Buyer entered incorrect contact details preventing the delivery of confirmation of the Purchase Order, the Seller may cancel the Purchase Order.
2. The Seller hereby a priori excludes the possibility of accepting an offer with an amendment or

reservation within the meaning of Section 1740 of the Civil Code. This arrangement is mutual and the Purchase Contract shall in each case be established on the basis of unreserved acceptance of the proposal of the other Party.

3. The Seller is in each case entitled, depending on the nature of the Purchase Order (unusual quantity of the Goods, amount of the Purchase Price, estimated transportation costs), to ask the Buyer for additional confirmation of the Purchase Order (e.g. in writing or by telephone). If the Buyer fails to confirm the Purchase Order, the Seller may require payment of the whole Purchase Price prior to shipping the Goods to the Buyer, otherwise the Seller is entitled not to conclude the Purchase Contract. The provisions of Section 2119 of the Civil Code shall not apply.

4. The Buyer shall bear the costs of utilisation of communication means aimed at concluding the Purchase Contract where these costs are not different from the regular rate. The Buyer acknowledges that the amount of these costs may depend on the conditions of the Internet or telephone connection used by the Buyer to communicate with the Seller and to conclude the Purchase Contract.

Application of the Business Terms and Conditions to Entrepreneurs, Application of the Czech Laws and Language of the Purchase Contract

1. The Purchase Contract concluded between the Seller and the Buyer shall be governed by the Civil Code. If the Buyer is a consumer pursuant to Section 419 of the Civil Code, the Purchase Contract shall be governed, in addition to the applicable provisions of the Civil Code regulating a purchase contract (Section 2079 et seq.), also by the provisions of the Civil Code regarding the sale of goods in a store (Section 2158 et seq.) and by the general provisions on consumer contracts (Section 1810 et seq.).

2. If the Buyer is an entrepreneur within the meaning of Sections 420–421 of the Civil Code, the applicable provisions of the Civil Code shall apply. Neither the provisions on obligations under contracts concluded with a consumer (Section 1810 et seq.) nor the provisions on the sale of goods in a shop (Section 2158 et seq.) shall apply to the relationship between the Seller and the Buyer - entrepreneur and some rights and obligations in certain areas such as liability for defects, quality warranty or compensation for damage may be agreed by way of derogation from the applicable provisions of the Civil Code, unless they are mandatory provisions not allowing derogating agreement of the Parties.

3. Unless these Business Terms and Conditions indicate that certain Article or group of Articles of the Business Terms and Conditions is applicable only to the Buyer - consumer or, vice versa, to the Buyer - entrepreneur, these Business Terms and Conditions shall apply to all Purchase Contracts regardless of whether the Buyer is a consumer or an entrepreneur.

4. The Czech laws shall apply to relationships following from the Purchase Contract. The Purchase Contract may be concluded in the Czech language. The Buyer is entitled to enter details in the Purchase Order also in other than the Czech language, if such language is comprehensible for the Seller (English or German language).

Rights and Obligations under the Purchase Agreement, Payment Terms

1. The Seller is obliged to deliver the Goods to the Buyer for the agreed price and the Buyer is obliged to pay the Purchase Price.

2. The Buyers are entitled to choose one of the methods of payment of the Purchase Price, transport price and other possible fees offered by the Seller where the relevant information is provided in the dynamic information fields available during the creation of the Purchase Order. In case of an advance payment via wire transfer, the provisions of Section 2119 (1) of the Civil Code shall not apply. More detailed information on the methods of payment of the Purchase Price offered by the Seller are made available after adding the Goods into the virtual shopping basket during the process of creation of the Purchase Order.

IV.

Delivery of Goods, Payment Terms Date of Delivery

1. Unless specified otherwise with respect to the Goods, the Seller shall provide the Goods it has on stock for shipping not later than within 2 days of the date of conclusion of the Purchase Contract. If the Seller does not have the Goods on stock, the expected time of dispatching the Goods is displayed to the Buyer in the framework of the offer of the given Goods. After the delivery of the Goods, the Seller shall inform the Buyer by telephone or via e-mail that it provided the Goods for shipping and when the delivery of the consignment can be expected.
2. If the Buyer has paid the Purchase Price by wire transfer, the Seller shall send the Goods only after its account is credited with the relevant amount. If the Buyer fails to specify the variable symbol provided to it by the Seller or if it specifies an incorrect variable symbol, the date of delivery can be reasonably prolonged by the time required to identify the Buyer's payment in the framework of a copy of the Seller's bank statement.

Method of Delivery and Transportation Costs

1. The method and place of delivery of the Goods is determined by the Buyer in the Purchase Order where the information on methods of delivery of the Goods and transport charges is specified in the dynamic information fields available during the creation of the Purchase Order. The Seller shall fulfil the obligation to supply the Goods by dispatching it to the address specified by the Buyer in the Purchase Order or, in case of personal collection, by delivering the Goods to the agreed collection point. Tickets to cultural events in the form of e-tickets can only be delivered to the Buyer by sending them to the Buyer's e-mail. In such case, the Seller's obligation to supply the Goods to the Buyer is fulfilled by sending an e-mail with the tickets without the Seller receiving an automatic message that the e-mail could not be delivered to the Buyer.
2. Together with the Goods, the Seller shall send also a tax receipt for the Goods to the Buyer.
3. The transport charges for the selected method of delivery of the Goods are given to the Buyer during the creation of the Purchase Order and added to the Purchase Price of the Goods.
4. The Seller may withdraw from the Purchase Contract or not to supply additional Goods to the Buyer for as long as the Buyer is in delay in payment of any financial obligations towards the Seller.

Passage of Risk of Damage to the Goods

1. The ownership title to the Goods shall pass to the Buyer only upon its delivery to the Buyer (if the Purchase Price was paid); otherwise upon full payment of the Purchase Price.
2. The risk of damage to the Goods shall pass to the Buyer upon the Seller's delivery of the Goods to the carrier for the purpose of transportation of the Goods to a place designated in the Purchase Contract. If the Goods are not shipped through a carrier, the respective Civil Code provisions on passage of risk of damage to a thing upon its delivery to the Buyer (Section 2121 et seq.) shall apply.

Inspection of Goods by the Buyer

1. The Buyer is obliged to inspect the Goods and check, before its acceptance from the carrier, whether the consignment shows any signs of damage caused during the transport (in particular, whether the package or the original packaging of the Goods are not ripped or damaged, if detectible). In case of damage to the consignment visible upon the actual delivery, the Buyer shall check the state of the Goods in the consignment and shall draw up a damage record of any damage to the Goods during the transport in the presence of the carrier and/or the Buyer may report the damage to the carrier, through the carrier's nearest depo, not later than within 3 days of acceptance

of the consignment and/or report the damage to the Seller.

2. Regardless of whether or not the consignment shows any signs of damage, the Buyer shall in each case be obliged to inspect the Goods without undue delay after acceptance of the consignment and claim any damage with the Seller forthwith upon ascertaining thereof.

3. The Buyer shall be obliged to inform the Seller of any damage to the Goods caused during its transport even if the Buyer does not accept the Goods from the carrier for that reason. If the Buyer fails to draw up a claims record or similar record of damage to the consignment with the carrier, the Seller shall disregard such damage.

Withdrawal from Purchase Contract

1. Withdrawal from Purchase Contract by the Buyer - consumer (Art. 4.1 shall not apply to the Buyer - entrepreneur)

2. The Buyer - consumer may withdraw from the Purchase Contract without giving a reason and without any penalty within 14 days (except as specified below, in particular, if the delivered goods included tickets to cultural events, regardless of whether they were delivered to the Buyer in paper or electronic form)

a) of acceptance of the Goods by the Buyer or by a third person authorised by the Buyer (other than the carrier), or

b) of acceptance of the last delivery of the Goods by the Buyer or by a third person authorised by the Buyer (other than the carrier), if the Buyer ordered various Goods within a single Purchase Order but the Seller delivered the Goods separately in two or more deliveries, or

c) of acceptance of the last item or part of the Goods by the Buyer or by a third person authorised by the Buyer (other than the carrier), if the Goods are delivered in parts consisting of several items or parts.

3. In case of withdrawal, the Buyer shall return the Goods to the Seller, including all accessories and complete documents (document of purchase, manual, warranty certificate), to the Seller's registered office. In order to adhere to the deadline for withdrawal, it suffices to demonstrably send the notice of withdrawal to the Seller before expiry of the respective deadline.

4. The recommended method of withdrawal from the Purchase Contract according to this Article is: withdrawal in writing sent either by regular mail to the mailing address specified in Art. 1.1. or by e-mail to the Seller's electronic address specified on the website; the form for withdrawal from the Purchase Contract in electronic form forms part of these General Terms and Conditions as their integral annex and it can be downloaded and/or printed and sent to the Seller in a manner specified above in this Article. The Buyer thus receives the form for withdrawal from the Purchase Contract in text form as part of acknowledgement of receipt of the Purchase Order according to Art. 2.3.1. In the notice of withdrawal, the Buyer shall be obliged to specify his/her name and surname, Purchase Order number and date of dispatch of the Purchase Order (date of purchase). In withdrawal, the Buyer is not obliged adhere to the provided form but acknowledges that it is obliged to meet the requisites as to the contents of the notice of withdrawal so that the withdrawal can be regarded as valid.

5. In addition to other reasons stipulated by the applicable legal regulations (Section 1837 of the Civil Code), the Buyer shall not be entitled to withdraw from the Purchase Contract in particular:

a) if the delivered goods were tickets to cultural events, regardless of whether they were delivered to the Buyer in paper or electronic form;

b) if the delivered Goods were or included, as its component part, an audio or video recording or, as appropriate, a computer program or other copyrighted work and the Buyer breached its original packaging (in particular a music CD);

c) if the subject of the purchase were Goods modified according to the Buyer's wishes or for the Buyer's person, as well as Goods that quickly perishes, wears out or becomes obsolete;

d) if the delivered Goods were irreversibly mixed with other goods;

- e) if the Goods were supplied in a closed packaging but the Buyer removed them from the packaging and the Goods cannot be returned for hygienic purposes.
6. The Buyer shall be obliged to send the Goods to the Seller within 40 days of the date on which it sent the notice of withdrawal to the Seller.
7. The Goods returned by the Buyer as a result of withdrawal from the Purchase Contract is accepted by the Seller at the address specified in Art. 1.1. The Goods cannot be returned by sending on COD; such consignments are not collected by the Seller and the Seller bears no responsibility for their loss, destruction or damage.
8. The costs associated with returning the Goods shall be borne by the Buyer, even if such Goods cannot be returned, due to its nature, in a usual way.
9. In connection with withdrawal from the Purchase Contract according to Art. 4.1., the Buyer shall not be liable for any decrease in the value of the Goods as a result of handling the Goods in a way necessary to get acquainted with the character and properties, including functionality, of the Goods. If, however, the Goods are damaged, worn out (other than as necessary to get acquainted with the Goods) or partially consumed before sending the Goods to the Seller, the Buyer shall be liable to the Seller for any damage thus-caused but only up to the amount of the price of the Goods. In such case, the Seller shall be entitled to set off its claim for indemnification against the Buyer's claim for returning the price of the Goods. Damage to original packaging as a result of unpacking the Goods shall not be regarded as damage to the Goods.
10. If the Buyer justifiably withdraws from the Purchase Contract, the Seller shall be obliged to return the Purchase Price to the Buyer, including the already paid costs of transportation of the Goods corresponding to the cheapest method of delivery of the Goods offered by the Seller, not later than within 14 days of delivery of the notice of withdrawal in the same manner in which the Seller received it from the Buyer. The Seller shall be entitled to return the Purchase Price paid by the Buyer also in other manner but only if the Buyer so agrees and if the Buyer incurs no other costs.
11. However, regardless of the deadline specified in Art. 4.1.9., the Seller shall not be obliged to send the financial means to the Buyer before the Buyer has delivered the Goods to the address specified in Art. 4.1.6. or before the Buyer has demonstrated to the Seller that it had already sent the Goods to it.
12. If the Buyer withdraws from the Purchase Contract at variance with Art. 4.1.4. or if the Buyer sends the Goods unjustifiably back to the Seller without valid withdrawal from the Purchase Contract, the Seller shall notify the Buyer that it has not recognised the withdrawal and shall send the Goods back at the Buyer's expense.
13. The Buyer further acknowledges that in addition to the claim for indemnification arising as a result of return of damaged, worn out or partially consumed Goods according to Art. 4.1.8. the Seller shall also be entitled to unilaterally set off the amount corresponding to the Seller's costs associated with acceptance of the returned Goods (packing costs) against the Buyer's claim for refunding the Purchase Price.
14. If the Seller provided the Buyer, in addition to the Goods, also with a gift, the donation agreement between the Seller and the Buyer is concluded with a condition subsequent that if the Buyer withdraws from the Purchase Contract according to this Art. 4.1 of the Business Terms and Conditions the donation agreement shall expire regarding such gift and the Buyer shall be obliged to return the gift to the Seller together with the Goods.

Withdrawal from Purchase Contract by the Buyer - Entrepreneur

1. An entrepreneur means for the purposes of these Business Terms and Conditions persons specified in Section 420 and Section 421 of the Civil Code (regardless of whether they are natural persons or legal entities).
2. The Buyer - entrepreneur shall be entitled to withdraw from the Purchase Contract due to material breach thereof by the Seller, in particular if the Seller is in delay in delivery of the Goods

exceeding 14 days.

3. The withdrawal must be made in writing and the Buyer shall specify the Purchase Order number (specified in the confirmation of acceptance of the Purchase Order) and the date of purchase in the notice of withdrawal.

4. In case of valid withdrawal from the Purchase Contract, the Seller shall be obliged to return the Purchase Price to the Buyer, if already paid before withdrawal, by wire transfer into the Buyer's account from which the Purchase price was paid.

V.

Liability for Defects, Warranty and Claims Lack of Defects of the Goods and Requirements on Quality of the Goods

1. The Seller shall be liable to the Buyer for ensuring that the Goods lacks any defects upon acceptance. The Seller shall in particular be liable to the Buyer that at the time of acceptance of the Goods by the Buyer:

a) the Goods has the properties which the Seller explicitly specified at the E-shop website (usually in description of the Goods) and which are specified in the Purchase Contract or in the Purchase Order, and in the absence of specification of such properties, which the Seller or the manufacturer of the Goods described or which the Buyer expected with regard to the character of the Goods and on the basis of advertising presented by the Seller,

b) the Goods are fit for the purpose which the Seller has specified for their use at the E-shop website (usually in the description of the Goods) or for which such type of thing is usually used,

c) the Goods has been supplied in the appropriate quantity, dimensions or weight, and

d) the Goods meets the requirements of the legal regulations.

2. If the defect is manifested during six months of acceptance, the thing shall be deemed to have been defective already upon acceptance.

Time Period for Exercising Rights following from Defect, Warranty for Quality for Buyers - Consumers

1. The Buyer - consumer shall be entitled to exercise the right following from defect which occurs in the Goods within 24 (twenty-four) months of their acceptance.

2. If the Purchase Contract or the description of the Goods at the E-shop website specifies that the Goods are covered by warranty for quality and/or if the Goods are supplied with a declaration of warranty (so-called warranty certificate), the Seller hereby agrees to ensure that the Goods will be fit for use for usual purposes or that the Goods will maintain their usual properties for certain period of time. The warranty for quality may also be granted for an individual component of the Goods. The warranty period shall commence upon acceptance of the Goods by the Buyer. If the Goods are sent to the Buyer, the warranty period shall commence upon delivery of the Goods to the place of destination.

3. If the Purchase Contract and the declaration of warranty according to Art. 5.2.2. stipulate different warranty periods, then the longest of these periods of warranty shall apply, unless the Seller and the Buyer have expressly agreed different period of warranty. However, regardless of any arrangement on shorter period of warranty, the Buyer shall be entitled to exercise its right following from defect during the period according to Art. 5.2.1. where any reduction of such period is ineffective (is disregarded).

4. Also the fact that usable life of the Goods is specified on the Goods sold, on their packaging, in the manual supplied with the Goods or in the advertising in accordance with other legal regulations has the same effects as an express declaration of warranty according to Art. 5.2.2.

5. The provisions of Art. 5.2.1 - 5.2.4 shall not apply, the warranty for quality shall not apply to and the Seller shall not be liable for:

- a) in respect of Goods sold for lower price, any defects due to which the price of such Goods was reduced,
 - b) wear and tear of the Goods resulting from their usual use,
 - c) any defect arising out of improper use of the Goods, if it resulted in damage to the Goods,
 - d) in respect of second-hand Goods, any defects corresponding to the level of use or wear that the Goods had upon their acceptance by the Buyer,
 - e) any defects arising out of non-compliance with the instructions specified by the manufacturer or distributor in the documentation to the Goods.
6. Other exclusions or limitations of warranty are only permissible if stated by the manufacturer or distributor of the Goods in their warranty terms and conditions but only if they are not at variance with the Czech legal regulations.

Rights Following from Defects in Performance and Warranty for Quality for Buyers - Entrepreneurs

1. The rights of the Buyer - entrepreneur following from defects in the performance shall be governed by Sections 2099 - 2112 of the Civil Code.
2. The Seller provides the Buyer - entrepreneur with the same warranty for quality as provided by the manufacturer or distributor of the Goods in the form of a warranty certificate or other express written declaration of warranty which is supplied, in original packaging, together with the Goods and, as appropriate, other documents; the warranty shall commence on the date thus-specified by the manufacturer or distributor. The Buyer - entrepreneur hereby acknowledges that mere specification of the warranty period or useful life of the Goods on the packaging or in advertising has no effect of warranty for quality and the Seller shall disregard any such declarations. If no warranty certificate is issued for the Goods, the Buyer shall exercise its rights following from defects on the basis of the document of purchase (invoice) issued by the Seller and shall only have rights following from defects in performance pursuant to Section 2099 - 2112 of the Civil Code.
3. If the E-shop website specifies the length of the warranty period, such warranty period applies only to the Buyers - consumers and not to the Buyers - entrepreneurs. Upon request of the Buyer - entrepreneur, the Seller shall state the length of the warranty period applicable to specific Goods before the conclusion of the Purchase Contract.
4. The provisions on the scope and expiry of the warranty period shall apply to the Buyers - entrepreneurs *mutatis mutandis*. Other exclusions or limitations of warranty are only permissible if stated by the manufacturer or distributor of the Goods in their warranty terms and conditions.

Warranty Claims

1. The Buyer shall be obliged to claim (report) defects in the Goods to the Seller's address according to Art. 1.1.2. as follows:
 - a) by sending a written claim (claim letter) via regular mail together with the claimed Goods, or
 - b) by personal delivery of the Goods, including the claim letter, directly to the Seller's establishment.

Rights of the Buyer - Consumer Following from Defects of the Goods

1. The rights specified in this Art. 5.5 apply only to Buyers - consumers. The rights and obligations of the Buyer and the Seller regarding the rights following from defects in performance shall be governed by the applicable generally binding regulations (in particular by the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).
2. A defect of the Goods is considered to include delivery of the Goods lacking any of the required properties specified in Art. 5.1.1.
3. Unless it is inadequate given the nature of the defect, the Buyer may demand delivery of new Goods free of defects, however, if the defect relates only to a component of the Goods, the Buyer

may only demand replacement of the component. If such procedure is not possible, the Buyer may withdraw from the Purchase Contract. The Buyer shall have the right to delivery of the new Goods or to replacement of a component also in case of a removable defect if the Buyer cannot use the Goods properly due to recurrence of the defect after repair or due to great number of defects. In such case, the Buyer shall also have the right to withdraw from the Purchase Contract.

4. If the defect of the Goods is such that the replacement of the Goods for new Goods would be inadequate given the nature of the defect (in particular if the defect can be remedied without undue delay), the Buyer shall only have the right to remedying the defect free of charge which will be ensured by the Seller.

5. If the Buyer does not withdraw from the Purchase Contract or does not exercise its right to delivery of new Goods free of defects or to replacement of a component of the Goods (Art. 5.5.3) or to repair of the Goods free of charge (Art. 5.5.4), the Buyer may demand reasonable discount. The Buyer shall also have the right to a reasonable discount if the Seller is unable to deliver new Goods free of defects, replace a component of the Goods or repair the Goods, as well as if the Seller fails to provide for remedy within a reasonable period of time or if the remedy would be extremely difficult for the Buyer.

6. The Buyer shall have no right following from defect in performance if the Buyer knew before accepting the Goods that the Goods are defective (e.g. if such information was specifically and comprehensibly given in the description of the Goods and/or in the E-shop website), and/or if the Buyer caused the defect itself.

VI.

Liability for Damage

1. The Seller's liability for damage caused to the Buyer - consumer shall be governed by the applicable legal regulations, in particular the Civil Code.

2. If the party to the Purchase Contract is the Buyer - entrepreneur, the Seller shall be liable for any damage caused by a breach of obligations following from the Purchase Contract.

VII.

Personal Data Protection, Sending of Commercial Communications

Personal Data

1. The Buyer grants its consent to processing of its personal data by the Seller. When completing the Purchase Order or when subsequently changing its data, the Buyer - entrepreneur may enter contact and personal data of individuals (in particular employees) only with their express consent.

2. In relation to personal data of the Buyers obtained in connection with the conclusion and performance of the Purchase Contracts, the Seller acts as a personal data controller within the meaning of Section 4 (j) of Act No. 101/2000 Coll., on personal data protection, registered in the Public Register of Personal Data Processing kept by the Office for Personal Data Protection as personal data controller under No. 40489.

The Seller processes and uses contact data of the Buyers solely for the purpose of performance of its obligations following from the Purchase Contract. These data are not made available or disclosed to third parties, except as necessary to comply with the Seller's statutory duty.

3. The Seller shall process the personal data of the Buyers for as long as the consent of the Buyer to sending commercial communications (Art. 7.2 of the Business Terms and Conditions) lasts, otherwise for as long as necessary for the Parties to comply with their obligations following from the Purchase Contract, and/or until full settlement of all the rights and obligations following from the Purchase Contract.

4. The Seller collects no sensitive data on the Buyer in the sense of Section 4 (b) of the Personal Data Protection Act.

5. Each data subject (Buyer) shall have the right to ask the Seller for explanation or demand

removal of personal data from the Seller's databases and systems if it believes that the Seller processes its personal data at variance with the Purchase Contract or legal regulations, or correction thereof if it believes that the Seller processes incorrect personal data. The Seller shall comply with the data subject's request within 30 days from the date of its delivery.

6. The Seller hereby represents that it adopted appropriate technical and organisational measures in order to prevent unauthorized or accidental access to personal data of the Buyers.

VIII.

Sending of Commercial Communications

1. If the Buyer so consents by ticking the respective box during the creation of the Purchase Order, the Seller shall be entitled to send commercial communications to the Buyer in the form of an e-mail containing information on developments in the selection of the Goods in the E-shop, as well as on other services of the Seller.

2. The Buyer shall be entitled to discontinue sending of commercial communication at any time, free of charge and without any penalty.

IX.

Cookies

1. The Seller uses cookies in order to facilitate using of the E-shop website by the Buyers, logging in to the Buyer's customer account, saving the content of the shopping basket and evaluating the number of visits to the website by individual users. The Buyer hereby grants its consent to storing cookies in the web browser of the Buyer's device. Disabling cookies by the Buyer will mostly not completely prevent using the E-shop website but may cause difficulties in and reduce the comfort of using the E-shop website.

X.

Participation in the Festival

1. The price of the Festival entrance fee and the ticket grants access to any and all Festival musical productions and does not include the costs of accommodation and boarding at the venue of the Festival.

2. The ticket is not transferable and tickets purchased for reduced price during advance booking may not be resold.

3. The Participant acknowledges that a cashless payment system will be operated throughout the entire Festival premises and in all individual vendors. The Organiser has the right to modify the conditions of use of that system and the charges for its use provided that the visitors have been informed in a due and timely manner.

4. The Participant agrees to fully follow the Operational Rules of the centre where the Festival is held.

5. Animals are not permitted to enter the premises.

6. Persons under 18 years of age (minors) are not permitted to attend the Festival. Minors may stay at the venue of the Festival only after prior agreement with the organisers of the event and only if they are accompanied by a Festival Participant who is at least 18 years of age and under tighter conditions that are in conformity with the laws of the Czech Republic. In such case, the Participant shall be fully responsible for the minor and agrees to make sure that the minor will not participate in activities that could endanger his/her moral development. The Organiser does not arrange for looking after or supervision over minors during the Festival.

7. Participants - holders of ZTP/P passes (severe health disability requiring special assistance) may have assistants who will accompany them, free of charge, during the Festival. Participants - holders

of ZTP/P passes shall be obliged to consult their participation in the Festival with their therapists or physicians and inform the Festival organisers prior to its commencement.

8. Only authorised persons designated by the Organiser are allowed to take photographs or make any recordings.

9. By his/her participation in the Festival, the Participant grants his/her consent to the Organiser to publishing illustrative photographs.

If the Participant does not agree with publishing his/her photographs, s/he is obliged to inform the Organiser during the registration for the Event.

The Participants shall be obliged to maintain order and cleanliness within the Event's premises.

XI.

Liability

1. Participation in the Festival is voluntary. Each Participant shall be fully responsible for themselves and their acts before, during and after the Festival, as well as for any damage caused by him/her. The Organiser assumes no responsibility for any damage caused during the Festival by the individual Participants.

2. The Organiser shall not be responsible for the health condition of any Festival Participant. By his/her participation in the Festival, the Participant declares that his/her health condition in no way prevents him/her from participating in the Festival.

3. The use of any addictive and psychotropic substances at the Festival is prohibited. Open fire handling outside the designated areas is strictly prohibited within the Festival premises.

4. The Participant agrees to follow the rules of social cohabitation and shall not engage in any physical violence or improper behaviour towards other Participants. The nocturnal calm shall be governed by the applicable legislation of the Czech Republic.

5. After registration at the venue of the Festival, each Festival Participant will obtain an identification band s/he is obliged to wear visibly (e.g. on the wrist). The band authorises the Participant to enter the premises with the option to leave and return at any time. The identification band is not transferable. If the band is damaged, the Participant shall be obliged to ask the organisers for replacement. During random checks, each visitor shall be obliged to show the identification band to the organisers and/or security personnel. If the identification band is lost, the Participant is obliged to report the loss forthwith to the organisers and will receive, based on identification, a replacement band against a handling fee of CZK 50.

6. The Festival Organiser may decide to expel a Participant from the Festival if the Participant repeatedly does not follow the instructions of the organisers, violates the GTCs or the rights of other Festival participants, without any claim for refunding of the entrance fee or claims for compensation of any other costs.

7. The Organiser assumes no responsibility for items and valuables brought in by the Festival participant during his/her stay at the venue of the Festival.

XII.

Cancellation or Change in the Festival

1. The Festival may be cancelled or moved to another venue not later than 7 days prior to its holding. The Festival may also be cancelled or moved to another venue due to extraordinary circumstances such as force majeure event. The Organiser shall inform the Participants of such event without delay by e-mail or by telephone or in other appropriate form.

2. The Organiser reserves the right to make changes in the programme of the Festival. In such case, the registered participants shall be informed of any such change without delay. No programme modification gives rise to any right to claim refund or reduction of the entrance fee.

3. If the Festival is cancelled, the Organiser shall not be responsible for any fees or costs incurred by the Participants as a result of cancellation of or moving the Festival.

XIII.

Parking

1. Unattended parking places will be available to the Festival Participants.
2. If interested, the Festival Participants may use these parking places.
3. The parking places are not numbered and their number is limited.
4. The Participant will be let in that parking place after presenting a valid Festival ticket.
5. When entering the car park, the Participant is issued a parking card which can be used for re-entry.
6. If the parking card is lost, the Participant is obliged to report the loss forthwith to the organisers and will receive, based on identification, a replacement card against a handling fee of CZK 50.
7. Parking in an unattended car park is legally unenforceable and no right to a parking place arises upon purchase of the ticket.
8. The car park will be in operation from 21 June 2019, 02:00 p.m., to Sunday 23 June 2019, 12:00 a.m. All participants shall be obliged to leave the car park premises by the set date. Otherwise, the vehicle will be towed away at the expense of the vehicle's owner or operator.

XIV.

Designated Area for Tents

1. A designated area for tents will be available for the Festival Participants.
2. The Participant will be allowed to enter this area only after paying a fee for the place and presenting a valid Festival ticket.
3. A tent (but not a camper or other housing unit requiring positioning using wheels or other supporting structures) can be placed at designated places delimited on site by the organiser with an area of 3x3 m. The maximum capacity per one place is 2 persons.
4. Each Participant will obtain an identification band s/he is obliged to wear visibly (e.g. on the wrist). The band authorises the Participant to enter the designated area for tents with the option to leave and return at any time. The identification band is not transferable. If the band is damaged, the Participant shall be obliged to ask the organisers for replacement. During random checks, each visitor shall be obliged to show the identification band to the organisers and/or security personnel. If the identification band is lost, the Participant is obliged to report the loss forthwith to the organisers and will receive, based on identification, a replacement band against a handling fee of CZK 50.
7. The entry to the designated area for tents will be possible on 21 June 2019 from 02:00 p.m.
8. All participants shall be obliged to leave the area by Sunday 23 June 2019, 12:00 a.m. Otherwise, a fee for late departure from the area in the amount of CZK 500 payable in cash will be charged.
9. Within the area, the participants shall be obliged to follow the instructions of the organisers and also follow the rules of social cohabitation, as well as comply with all the conditions of these GTCs.

XV.

Final Provisions

1. If the Buyer is a foreign entity, the legal relationship arising out of the Purchase Contract or any other legal relationship arising in connection with the use of e-shop services shall be governed by the Czech laws. The Parties also expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods.
2. The Seller shall be entitled to perform activities associated with operation of the E-shop on the basis of a trade licence and the Seller's activity is not subject to other authorisation.
3. The Buyer may complain to the Seller in writing or, as appropriate, electronically via e-mail to the Seller's addresses specified in Art. 1.1.2. The Seller shall respond to the delivered complaint in

the same form in which it was delivered to it (in writing or, as appropriate, electronically via e-mail to the Buyer's e-mail address). However, the Buyer reserves the right not to respond to complaints of third parties which did not conclude a Purchase Contract with the Seller.

XVI.

Out-of-Court Dispute Resolution Option

1. In case of any dispute between the Buyer - consumer and the Seller following from the Purchase Contract, the Buyer may lodge proposal for out-of-court dispute resolution with the Czech Trade Inspectorate in order to make a settlement with the Seller using the contact details available at website www.coi.cz. The proposal lodging, as well as subsequent participation in out-of-court resolution of the dispute is free of charge for the Buyer and any and all costs incurred in connection with out-of-court resolution of the dispute shall be borne individually by each Party. The selection of out-of-court resolution of the dispute is voluntary for the Buyer.
2. The out-of-court resolution of the dispute shall be governed by Section 20d et seq. of Act No. 634/1992 Coll., on the protection of consumers. The proposal for commencement of out-of-court proceedings must meet the requisites pursuant to Section 20n of the Consumer Protection Act. A proposal for out-of-court resolution of the dispute may be lodged not later than within 1 year of the date on which the Buyer initially exercised its claim forming the subject of the dispute with the Seller (e.g. from initial complaint with respect to the goods or from requesting refund of the purchase price after valid withdrawal from the contract in case of the Seller's delay in refunding the purchase price).
3. The Buyers having their place of residence in other EU member state, in Norway or Iceland shall be entitled to lodge proposal for out-of-court resolution of their dispute with the Seller through the European Consumer Centre in the country of their place of residence; a list of the respective consumer centres is available on the website of the European Commission.

XVII.

Final Provisions

1. If the Buyer is a foreign entity, the legal relationship arising out of the Purchase Contract or any other legal relationship arising in connection with the use of e-shop services shall be governed by the Czech laws. The Parties also expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods.
2. The Seller shall be entitled to perform activities associated with operation of the E-shop on the basis of a trade licence and the Seller's activity is not subject to other authorisation.
3. The Buyer may complain to the Seller in writing or, as appropriate, electronically via e-mail to the Seller's addresses specified in Art. 1.1.2. The Seller shall respond to the delivered complaint in the same form in which it was delivered to it (in writing or, as appropriate, electronically via e-mail to the Buyer's e-mail address).
However, the Buyer reserves the right not to respond to complaints of third parties which did not conclude a Purchase Contract with the Seller.
4. Should any provision of these Business Terms and Condition be invalid or ineffective for any reasons, this shall in no way render the other parts of the Business Terms and Condition invalid or ineffective.
5. This wording of the Business Terms and Condition becomes effective on 4 September 2018.