

Metronome Festival Prague 2020 Terms and Conditions

I. Initial Provisions and Definition of Terms

1. The following Terms and Conditions (T&C) define the relationship between Metronome Production s.r.o., IČ 04658639, headquartered at Slunná 541/27, Střešovice, 162 00 Praha 6, registered in the commercial registry maintained by the Prague City Court, section C, entry 251541 (from here referred to as “Organizer”) as the organizer of Metronome Festival Prague 2020, which will take place on September 17–19, 2020 at the Výstaviště Holešovice complex (from here referred to as “Festival”) and all people participating in this Festival (from here referred to as “Participant”).
2. These T&C are an inseparable part of the sales contract between Metronome Production s.r.o. as the Seller and third parties as the Buyers (Participants). The subject of the sales contract are tickets to the Festival.
3. These T&C specify the rights and obligations of Metronome Production s.r.o. as the Seller and third parties as the Buyer of tickets to the Festival.
4. These T&C stipulate the conditions for Participants at the Festival.
5. If the above-mentioned Sales Contract does not state otherwise, these T&C are valid for unwritten relations between the parties in accordance with law 89/2012 collected of the Civic Code in its valid form (from here referred to as the “Civic Code”).
6. The Buyer acknowledges the following conditions as binding for all actions to take place within the framework of the Sales Contract and relinquishes any possible execution of their own purchasing rights. In case of a conflict with these conditions and the contract, the completed contract takes precedence.

II. Definition and Explanation of Terms

1. Online sales – The online system operated at the URL <https://www.metronomefestival.cz> allows a Sales Contract to be completed between the Seller and Buyer through remote communication;
2. Buyer – A physical individual (person) or legal entity (corporation), that completed the Sales Contract;
3. Buyer-Consumer – A physical individual (person) that is not acting within entrepreneurial activities or as part of performing their occupation (§ 419 of the Civic Code);
4. Sales Contract – A sales contract in electronic form completed through the online store between the Seller and the Buyer;
5. Civic Code – law number 89/2012 collected., the civic code in its valid form;
6. Terms and Conditions – The terms and conditions for the Metronome Festival Prague 2020 online store, which are an inseparable part of the Sales Contract;
7. Order – A binding electronic proposal to enter into a Sales Contract that is made on the basis of entering necessary data in the order form (i.e. number of tickets, delivery address) and its submission to the Seller through the online store;
8. Seller – The operator of the online store, Metronome Production s.r.o., identified in Article I;
9. Goods – The goods sold through the Seller’s online store or in a brick-and-mortar shop, including tickets to cultural events delivered as paper documents or in electronic form.

III. Goods Offered, Orders, Completing the Sales Contract

Goods Offered

1. The Goods offered on the online store’s website are not a legally-binding offer as stipulated by § 1732 section 2 of the Civic Code. It is only an appeal for the Buyer to send a binding proposal to complete a Sales Agreement.
2. The Seller does not guarantee immediate availability of the Goods published on the online store’s website.
3. A description of the specific Goods is listed on the online store’s website upon clicking the Goods, including their exact price including VAT, information about availability, and usually a photograph of the Goods as well. The price of the Goods is valid when it is displayed to the Buyer or at the moment of sending an order according to Article 2.2.3. The price of the Goods listed on the Order remain valid even if the price of the

specific Goods changes after sending the Order. This provision does not limit the Seller from completing Sales Contracts under individually negotiated conditions.

Ordering Goods Through the Online Store

1. Upon interest in the Goods offered, the category of ticket and their amount is selected. Multiple items can be included in one Order. The Buyer is obligated to fill in other data in order to complete the Order, specifically selecting the delivery method and payment of the price, as well as to enter identification and contact information to the extent necessary to complete the Sales Contract. The Buyer has the opportunity to check the Order and remove errors before submitting, especially to remove individual items from the virtual cart and check and change data listed in the Order, specifically the type and amount of the Goods ordered and the contact data.
2. Before submitting the Order, the Buyer will view all the Goods in the cart, the price of the Goods with and without VAT, the amount of individual items, the total price of all Goods in the cart, delivery costs, and any other taxes applicable to the Buyer.
3. The submission of the Order and clicking on the "Pay" button is considered the Buyer's proposal to complete the Sales Contract.

Confirmation of Receiving the Order and Creation of the Sales Contract

1. Upon receiving the Order, the Seller will send the Buyer a confirmation email to the address submitted by the Buyer within the Order. The Order confirmation includes all data about the Goods purchased and a link to these Terms and Conditions in PDF format for their archiving. The Sales Contract is completed upon reception of the Order confirmation at the email address entered by the Buyer. If the Buyer entered incorrect data that resulted in failed delivery of the confirmation, the Seller is authorized to cancel the Order.
2. In accordance with § 1740 of the Civic Code, the Seller rejects any offers with amendments or objections. This provision applies to both sides, and the Sales Contract is completed on the basis of unconditional acceptance of the other party's offer.
3. The Seller is always authorized to ask the Buyer for supplemental confirmation (i.e. in writing, by phone) of the Order in association with the character of the Order (an unusual number of Goods, price, expected delivery costs, etc.). If the Buyer does not confirm the Order, the Seller can demand the payment of the entire price before sending the Goods to the Buyer. Otherwise, the Seller is authorized to not complete the Sales Contract. Provision § 2119 para. 1 of the Civic Code is not in effect.
4. The Buyer is responsible for the costs of communication used to complete the Sales Contract, which are identical to standard rates. The Buyer is aware these costs are dependent on their internet or phone connection to communicate with the Seller and the completion of the Sales Contract.

The Application of Terms for Entrepreneurs, Use of Czech Law, and the Language of the Sales Contract

1. The Sales Contract between the Seller and the Buyer abides by the Civic Code. If the Buyer is a consumer as defined in § 419 of the Civic Code, the Sales Contract adheres to the provisions of the Civic Code that pertain to sales contracts (§ 2079 et al.), the Civic Code provisions about sales of goods in a store (§ 2158 et al.), and general provisions about consumer contracts (§ 1810 et al.).
2. If the Buyer is an Entrepreneur according to § 420-421 of the Civic Code, the relevant provisions of the Civic Code are applied. Provisions about obligations from contracts concluded with a consumer (§ 1810 et al.) and provisions about the sale of goods in a store (§ 2158 et al.) do not apply to the Seller-Buyer relationship. Selected rights and obligations in specific areas (i.e. responsibility for flaws, quality guarantees, or compensation for damages) can be negotiated in the Terms and Conditions differently from provisions in the Civic Code if these are not binding provisions that forbid a different agreement.
3. If not stated in these Terms and Conditions that a specific article or group of articles of these Terms and Conditions only apply to the Buyer–Consumer or for a Buyer-Entrepreneur, these Terms and Conditions apply to all Sales Contracts regardless of whether the Buyer is a consumer or an entrepreneur.
4. Czech law is applicable to relations created by the Sales Contract. Sales Contracts are completed in

Czech. The Buyer is authorized to submit data in other languages if the Seller understands it (English or German).

Rights and Obligations Stemming from the Sales Contract, Payment Conditions

1. The Seller is obligated to provide the Buyer with the ordered Goods for the price agreed and the Buyer must pay the price.
2. The Buyer can choose a method of payment offered by the Seller to pay the price, delivery, and other costs. Information is available in dynamic information fields available during the completion of the Order. Provision § 2119 para. 1 of the Civic Code does not apply to bank transfers. More information about the methods of payment offered by the Seller are available after saving the Goods to the virtual cart when creating an Order.

Delivery of Goods, Payment Conditions, Delivery Deadlines

1. If not stated otherwise, the Seller will expedite the Goods, provided they are in stock, within 2 days of completing the Sales Contract. If the Goods are not in stock, the expected expedition day is shown to the Buyer as part of the offer of the Goods. After receiving the Goods, the Seller will contact the Buyer by phone or e-mail that the Goods have been expedited and when delivery can be expected.
2. If the Buyer pays by bank transfer, the Seller will expedite the Goods once the transfer is complete. If the Buyer does not enter the variable symbol given by the Seller or makes an error, delivery can be delayed by the time required to identify the payment in the Seller's bank statement.

Delivery Method and Costs

1. The Seller selects the method of payment and place of delivery for the Goods in the Order. Information about the methods and prices offered are listed in dynamic information fields available when filling out the Order. The Seller fulfils the obligation to deliver the Goods by sending it to the address given by the Buyer in the Order, or by presenting the Goods in person if so agreed. Tickets to cultural events in the form of e-tickets can only be delivered to the Buyer's email. The obligation to supply the Buyer with the tickets is thus fulfilled by sending the email with the tickets without the Seller receiving an announcement that the email could not be delivered.
2. The Seller will also send the invoice to the Buyer along with the Goods.
3. Delivery prices for the selected Goods are presented to the Buyer as part of creating the Order and added to the price of the Goods.
4. The Seller is authorized to cancel the Sales Contract or not provide the Buyer with further Goods if the Buyer is late in paying any financial obligations to the Seller.

Transfer of the Threat of Damages to the Goods

1. Ownership of the Goods is transferred to the Buyer by their transfer and payment of the price.
2. The threat of damages to the Goods is transferred to the Buyer when the Seller transfers the Goods to the delivery service to deliver the Goods to the place listed in the Sales Contract. If the Goods are not delivered by a service, the relevant provisions of the Civic Code about the transfer of the threat of damages to goods and its transfer to the Buyer (§ 2121 et al.).

Buyer's Inspection of the Goods

1. The Buyer is obligated to inspect the Goods and check them before accepting from the delivery service to see if they have been damaged in transport (whether the package or the Goods' packaging, if applicable, is ripped or damaged). If the package is visibly damaged, the Buyer is obligated to check the state of the Goods in the package and to create a record of the damage incurred in transport in the presence of the delivery service; or to report the damage to the delivery service through its nearest service centre within 3 days from receiving the package; or to report the damage to the Seller.
2. Whether damage is visible on the package or not, the Buyer is obligated to immediately inspect the Goods once delivered and report any flaws to the Seller upon their discovery.

3. The Buyer is obligated to report damage incurred to the Goods during transport to the Seller in the case they will not be accepted by the Buyer for this reason. If the Buyer does not file a complaint or similar form about damaged sustained in transport, the Seller cannot take the damage into account.

IV. Cancelling the Sales Contract

1. Cancelling of the Sales Contract by the Buyer-Consumer (Article 4.1 is not used for a Buyer-Entrepreneur).
2. The Buyer-consumer has the right to cancel the Sales Contract without reason or sanction within 14 days (except for cases listed below, primarily if the Goods delivered were tickets to cultural events regardless whether they were provided to the Buyer as documents or electronically)
 - a. From the delivery of the Goods to the Buyer or their listed third party (other than the delivery service) or
 - b. From the last delivery of the Goods to the Buyer or their listed third party (other than the delivery service) if the Buyer ordered various Goods as part of a single Order, but the Seller provided them in two or more deliveries, or
 - c. From delivery of the last item or part of the goods to the Buyer or their listed third party (other than the delivery service) if the Seller delivers individual items in the Order.
3. If cancelling, the Buyer is obligated to return the Goods to the Seller with all accessories and documents (invoices, instructions, guarantees) to the Seller's address. Proof of sending the cancellation to the Seller before the end of the deadline is sufficient to meet the conditions of these Terms and Conditions.
4. This article states the recommended method of cancelling the Sales Contract is in written form, either sent by post to the address listed in Article 1.1., or by email to the Seller's electronic address listed on the website. Electronic Sales Contract cancellation forms are an inseparable appendix of these Terms and Conditions, and can be downloaded, printed, and sent to the Seller as listed above. The Buyer will thus receive a Sales Contract cancellation form as part of the Order's delivery according to Article 2.3.1. The Buyer must list their name, surname, Order number, and date the Order was submitted (date of purchase) in the cancellation form. The buyer does not need to use the form offered, but acknowledges that they are responsible for fulfilling all the content requirements to make the cancellation valid.
5. Besides the reasons listed in the valid legal regulations (§ 1837 of the Civic Code), the Seller is authorized not to cancel the Sales Contract, especially if:
 - a. If the Goods delivered were tickets to cultural events regardless whether they were delivered as documents or in electronic form;
 - b. If the Goods delivered or their intrinsic parts were audio or video recordings, computer software, or other copyrighted works and the buyer opened the original packaging (especially audio CDs);
 - c. If the Goods ordered by the Seller spoil, is used, or ages quickly;
 - d. If the Goods delivered were irrecoverably mixed with other goods;
 - e. If the Buyer removed the closed packaging of the Goods and they cannot be returned for hygienic reasons.
6. The Buyer is obligated to send the Goods to the Seller within 14 days of sending the cancellation.
7. Goods returned by the Buyer as a result of cancelling the Sales Contract are accepted by the Seller at the address listed in Article 1.1. The goods cannot be sent with payment upon arrival. The Seller will not accept them, and the Buyer is responsible for their loss, destruction, or damage.
8. The Buyer is responsible for the costs of returning the Goods to the Seller even if the Goods cannot be returned through their regular method.
9. The Buyer is not responsible for reducing the value of the Goods as a result of handling the Goods in a manner necessary to ascertain the state, characteristics, and functions of the Goods as part of cancelling the Sales Contract according to Article 4.1. However, if the Goods are damaged, used (otherwise than necessary to inspect the Goods), or partially consumed before being returned to the Seller, the Buyer is responsible for these damages to the Seller up to the full price of the Goods. In this case, the Seller is authorized to include compensation for the damages to the Buyer's refund demand. Damage to the original packaging in order to open the Goods is not considered damage to the Goods themselves.
10. If the Buyer appropriately cancels the Sales Contract, the Seller is obligated to refund the price including

delivery costs that correspond to the lowest amount offered for delivery services to the Buyer within 14 days in the same method the Seller received payment from the Buyer. The Seller is also authorized to return the price paid by the Seller in another way if the Buyer agrees and incurs no further costs.

11. Regardless of the deadline listed in Article 4.1.9., the Seller is not obligated to return payment to the Buyer before the Goods arrive at the address listed in Article 4.1.6 or without proof the Goods were dispatched.
12. If the Buyer cancels the Sales Contract in violation of Article 4.1.4, or wrongfully sends the Goods to the Seller without a valid cancellation of the Sales Contract, the Seller will report that the cancellation was not recognized and return the Goods at the cost of the Buyer.
13. The Buyer is also aware that besides rights to compensation for returning damaged, used, or partially-consumed Goods as listed in Article 4.1.8, the Seller is authorized to include the costs of accepting the returned goods into the request for the refund.
14. If the Seller provides a gift along with the Goods, the gift contract between the Seller and the Buyer is concluded with a cancellation condition that if the Sales Contract is cancelled by the Buyer according to Article 4.1 of the Terms and Conditions, the gift contract is invalidated and the Seller is obligated to return the gift along with the Goods to the Seller.

Cancelling the Sales Contract by a Buyer–Entrepreneur

1. For the purposes of these T&C, individuals listed in § 420 and 421 of the Civic Code are considered entrepreneurs (regardless whether it is a physical person or legal entity).
2. A Buyer-Entrepreneur may cancel the Sales Contract for significant violations by the Seller, especially if it takes longer than 14 days to deliver the Goods.
3. Cancellations have to be submitted in writing, including the Order number (listed in the order confirmation) and date of purchase.
4. In case of valid cancellation of the Sales Contract, the Seller is obligated to return the price paid to the Buyer if paid before cancellation by bank transfer to the Buyer's account that made the payment.

V. Responsibility for Flaws, Guarantees, and Complaints; Quality of Goods and Demands for Quality

1. The Seller is responsible for providing the Buyer with flawless Goods upon transfer. The Seller is especially responsible for the Goods being the following when presented to the Buyer:
 - a. The Goods have the characteristics the Seller listed in the online store (in the description of the Goods) and in the Sales Contract and/or the Order, and if this description is lacking or the Buyer expected something else because of the nature of the Goods or the advertisements for the Goods,
 - b. The Goods are useable for the intent the Seller listed in the online store (usually in the description of the Goods) or for the use they are usually used for,
 - c. The Goods are delivered in the corresponding number, extent, or weight, and
 - d. The Goods meet legal requirements.
2. If the flaw appears within 6 months from delivery, it is understood the flaw was present at the moment of delivery. The deadline for exercising rights stemming from flaws and guarantees of quality for Buyers-Consumers:
 - a. The Buyer-Consumer is authorized to exercise rights from flaws found in the Goods within 24 (twenty-four) months from delivery.
 - b. If the Sales Contract or the description of the Goods in the online store states the Goods have a guarantee of quality, or if the Goods came with a statement about a guarantee (e.g. certificate of guarantee), the Seller states the Goods will be useable for a certain period of time for their usual use, or that they will maintain their usual characteristics. The guarantee of quality can be applied to individual parts of the Goods. The guarantee period begins with the transfer of the Goods. If the Goods are sent to the Seller, the guarantee period begins with the delivery of the Goods to the location specified.
3. If the Sales Contract and certificate of guarantee according to Article 5.2.2 states various lengths of the guarantee period, the longer period is valid unless the Buyer and Seller agree to a different period. However, an agreement about a shorter guarantee period does not change the Seller's authority to

exercise rights about flaws according to the period in Article 5.2.1 and shortening this period is invalid (not taken into account).

4. The same effects as the explicit statement about the guarantee according to Article 5.2.2 apply as well if the Goods sold, their packaging, the instructions included, or advertising lists a period for use of the Goods.
5. Provisions in Articles 5.2.1-5.2.4 are not used, the guarantee of quality does not apply, and the Seller is not responsible for:
 - a. Goods sold for lower prices because of inherent flaws,
 - b. Goods that cannot be used for their usual purpose because of prior use,
 - c. Flaws that occurred because of inappropriate use of the Goods that led to their damage,
 - d. Flaws created because of the corresponding use of the Goods when the Buyer accepted them,
 - e. Flaws created in violation to the instructions given by the producer, distributor, or in the accompanying documentation.
6. Other exceptions and limitations of guarantees are possible if the producer or distributor of the Goods lists them in the guarantee conditions, but only if they are not in conflict with valid Czech laws.

Rights Stemming from Flawed Fulfilment and Quality Guarantees for Buyers-Entrepreneurs

1. The rights of a Buyer-Entrepreneur in cases of flawed fulfilment comply with § 2099-2112 of the Civic Code.
2. The Seller provides the Buyer-Entrepreneur with the same guarantee of quality as offered by the producer or distributor of the Goods in the form of a certificate of guarantee or other written guarantee originally packaged with the Goods or other written documents. The guarantee period begins on the date listed by the producer or distributor. The Buyer-Entrepreneur is aware that the mere listing of the guarantee period or the period of use of the Goods on the packaging or in advertising do not have the effects of a guarantee of quality and the Seller will not take them into account. If the Goods do not have a certificate of guarantee, the Buyer exercises rights pertaining to flaws on the basis of the receipt (invoice) issued by the Seller and only includes rights complying with § 2099-2112 of the Civic Code.
3. If the website lists the guarantee period, this is only for Buyers-Consumers, not for Buyers-Entrepreneurs. The Seller will inform the Buyer-Entrepreneur of the length of the guarantee period on a particular product before completing the Sales Contract.
4. Provision about the end of the guarantee are also proportionally applied to the Buyer-Entrepreneur. Other exceptions and limitations to the guarantee are possible if the producer or distributor listed them in their conditions.

Complaints

1. The Buyer is authorized to complain (announce flaws) about the Goods to the Seller's address listed in Article 1.1.2. by doing the following:
 - a. Sending a written complaint (letter) through the post along with the Goods, or
 - b. Delivering the Goods and a letter of complaint to the Seller's address.

The Rights of the Buyer-Consumer in Cases of Flawed Goods

1. Rights listed in Article 5.5 only pertain to Buyers-Consumers. The rights and obligations of the Buyer and Seller regarding flawed fulfilment abide by general legally binding regulations (especially § 1914-1925, § 2099-2117, and § 2161-2174 of the Civic Code).
2. Flawed goods are considered those that upon delivery do not have any of the demanded characteristics listed in Article 5.1.1.
3. If it's not inappropriate, the Buyer can demand the delivery of flawless new Goods. However, if the flaw is only related to part of the Goods, the Buyer can demand exchange of that part. If that is not possible, the Buyer can cancel the contract. The Buyer has rights to new or exchanged Goods if the flaw cannot be removed, if the Goods cannot be used because of repeated appearance of flaws after repair, or for a larger number of flaws. In this case, the Buyer has the right to cancel the Sales Contract.
4. If the replacement of flawed Goods would be disproportionate in light of the nature of the flaw (especially

if it can be rectified quickly), the Buyer is only authorized to free removal of the flaw by the Seller.

5. If the Buyer does not cancel the Sales Contract, does not exercise the right to exchange for flawless Goods, has part of the Goods replaced (Article 5.5.3), or free repair of Goods (Article 5.5.4), a proportional discount can be requested. The Buyer also has the right to a proportional discount in the case the Seller cannot provide flawless new Goods, exchange their parts, or repair the Goods, and in the case the Seller does not provide rectification in an appropriate period or if that would cause the Seller extensive problems.
6. The Buyer does not have rights related to flawed fulfilment if the Buyer knew the Goods were flawed when accepting them (i.e. if it was understandably listed in the description of the Goods in the Sales Contract or in the online store's website), or if the Buyer caused the flaw.

VI. Responsibility for Damages

1. The Seller's responsibility for damage to the Buyer-consumer abides by valid legal regulations, especially the Civic Code.
2. If the party is a Buyer-Entrepreneur, the Seller is responsible for damages caused by violations to obligations in the Sales Contract.

VII. Protection of Personal Data, Sending Commercial Messages

Personal Data

1. The Buyer consents to the Seller processing his/her personal data. A Buyer-Entrepreneur may enter the data of a physical person when completing the Order or adding changes to data (primarily from employees) only with their expressed consent.
2. The Seller is the administrator of personal data in accordance with § 4 letter j) law # 101/2000 collected on the protection of personal data collected in association with completing the Sales Contract as registered in the public registry maintained by the Office for the Protection of Personal Data under number 40489. The Seller uses and processes the Buyer's contacts only to fulfil obligations listed in the Sales Contract. This data is not made available nor provided to third parties except when it is to fulfil the Seller's legal obligations.
3. The Buyer's personal data is processed by the Seller as long as the Buyer's consent to receive commercial messages is valid (Article 8.2 of the Terms and Conditions), otherwise for the time needed to fulfil obligations listed in the Sales Contract, or until all rights and obligations from the Sales Contract are fulfilled.
4. The Seller does not collect any of the Buyer's sensitive data as listed in § 4 letter b) of the law on the protection of personal data.
5. Every Buyer has the right to ask the Seller for an explanation or to have their data removed from the Seller's database and systems if there is suspicion the data is being used in violation of the Sales Contract or valid legal regulations, or if there is the suspicion the Seller is processing incorrect data. The Seller will process the Buyer's request within 30 days of reception.
6. The Seller declares that it has put in place the corresponding technical-organizational measures to prevent unauthorized or accidental access to the Buyer's data.

VIII. Sending Commercial Messages

1. If the Buyer expresses consent by marking the corresponding field when creating the Order, the Seller is authorized to send commercial messages in emails about Goods and services offered by the Seller.
2. The Buyer is authorized to halt all commercial messages at any point for free and without sanctions.

IX. Cookies

1. The Seller uses cookies to make it easier to use the Seller's online store, to login to the Buyer's account, to maintain the contents of the shopping cart, and to evaluate traffic by individual users on the website. The Buyer gives consent to saving cookies in their internet browser. Turning cookies off will not prevent the Buyer from using the online store's website, but it can cause difficulties and reduce the comfort of using the online store's website.

X. Participation at the Festival

1. The price of admission to the Festival and the ticket authorizes access to all musical performances at the festival, but does not include costs for lodgings and food at the Festival's site.
2. The ticket is not transferrable, and tickets purchased in advance at special prices are not for re-sale.
3. The participant is aware that a system of cashless payments will be in operation throughout the festival grounds at all vendors. The organizer has the right to modify the conditions of use of this system and its fee provided visitors are timely informed.
4. The participant is obliged to uphold the rules of the venue where the Festival will take place.
5. Animals are prohibited from entering the grounds.
6. Minors can only be admitted to the Festival under strict conditions in line with Czech laws. The organizer is not responsible for minors. The organizer will not provide supervision of minors during the Festival.
7. Handicapped participants (especially those with accompanying individuals) can have a guide that will aid them during the festival free of charge. Handicapped individuals are obligated to consult their participation at the Festival with their doctor and inform the Festival organizers before its beginning.
8. Only individuals authorized by the Organizer can take photographs or create recordings for commercial purposes.
9. By participating in the event, the Buyer consents to the Organizer publishing illustrative photographs. The participant must express their disagreement with the publication of their image when registering for the event.
10. Participants are obligated to maintain order and cleanliness within the grounds.

XI. Responsibilities

1. Participation at the festival is voluntary. Each Participant is fully responsible for themselves, their actions, and all damage they cause before, during, and after the Festival. The Organizer is not responsible for damages caused by individual Participants during the Festival.
2. The Organizer is not responsible for Participant's health conditions. Participating in the Festival is considered a proclamation that an individual's condition is not an obstacle to participation.
3. The use of addictive or hallucinogenic substances at the Festival is prohibited. Open fires outside clearly labelled areas are also prohibited.
4. The participant is obligated to uphold all societal rules and will not use physical violence or engage in inappropriate behaviour toward other participants. Night-time quiet hours are set according to valid Czech laws.
5. Each Festival participant will receive an ID bracelet after registering at the Festival grounds that must be worn in a visible place (i.e. on the wrist). The bracelet grants the Participant access to the grounds with the ability to leave and return whenever they please. The bracelet is non-transferable. In case of damage, the participant is obligated to request an exchange. Each participant is obligated to present the bracelet to Festival organizers or security during random checks within the Festival grounds. Loss of bracelets must be immediately reported to the Festival Organizer and a replacement can be provided for CZK 50 upon identification of the individual.
6. The festival Organizer can expel a Participant if the Participant repeatedly violates orders from the Organizer, violates the T&C, or the rights of other Festival Participants without the right to a refund or payment of any other costs.
7. The Organizer is not responsible for Participants' belongings during their stay at the Festival grounds.

XII. Festival Changes or Cancellation

1. The Festival can be cancelled or moved up to 7 days before taking place. The Festival can also be cancelled or moved to another venue or date in the case of exceptional circumstance i.e. force majeure. The Organizer will immediately inform Participants about such events by email, phone, or another appropriate method.
2. The Organizer reserves the right to change the Festival's program. In such a case, Participants will be

immediately informed. Changes to the program are not grounds for discounts or refunds.

3. If the Festival is cancelled, postponed, or moved, the Organizer is not responsible for any fees or costs that the Participant incurs as a result.

XIII. Areas Reserved for Tents

1. A space will be reserved within the Festival grounds for Participants' tents.
2. Participants will gain access to this space only after paying a fee and showing their valid Festival ticket.
3. A tent can be placed in a 3x3m pitch selected by the Organizer on the spot. No trailers or other shelters requiring wheels or supporting constructions are permitted.
4. A maximum of two people are permitted per spot.
5. Each Participant will receive an identification bracelet they are required to wear (i.e. on their wrist). The bracelet provides access to the space for tents and the wearer can enter and leave the area whenever they please. The ID bracelet is not transferrable. If damaged, the participant must report it to the Organizers and request for a new one.
6. Each visitor is obligated to show their ID bracelet to Organizers or security during random checks. If lost, the Participant must report it to Organizers immediately and receive a replacement for CZK 50 upon identification of the individual.
7. The space for tents will open at 2:00 p.m. on September 17, 2020.
8. All Participants must leave the space by 12:00 on Sunday, September 20, 2020. Failure to do so will result in a CZK 500 late departure fine that will be collected in cash.
9. All Participants are required to obey orders from the Organizer on the Festival grounds and uphold all rules for social order, as well as all conditions listed in these T&C.

XIV. Final Provisions

1. If the Buyer is a foreign entity, Czech law will be used for the legal relationship created through the Sales Contract or for any other legal relationship created using the online store. Moreover, the application of the UN Convention for the International Sale of Goods is explicitly excluded.
2. The Seller is authorized to operate an online store and to perform associated tasks on the basis of a trade license and its activities do not require further permits.
3. The Buyer has the option to complain to the Seller in writing or electronically by email to the addresses listed in Article 1.1.2. The Seller will react to the complaints in the same manner they were delivered (i.e. in writing or to the Buyer's email address). The Seller reserves the right to not react to complaints from third parties that did not complete a Sales Contract with the Seller.

XV. Options for Arbitration

1. In case of conflict between the Buyer-Consumer and the Seller stemming from the Sales Contract, the Buyer is authorized to file for out-of-court arbitration with the Czech Trade inspection Authority in order to reach an agreement with the Seller through the contacts listed on the website at www.coi.cz. Filing a complaint and participation in proceedings is free for the Buyer, while all costs associated with the settlement are paid by the participants individually. The selection of arbitration is voluntary for the Buyer.
2. Arbitration is adjudicated according to § 20d and law # 634/1992 collected about the protection of consumers. The proposal for arbitration must include the requirements specified in § 20n of the law on protecting consumers. The proposal for arbitration can be submitted up to 1 year after the day when the Buyer first exercised the right that is the subject of the conflict (i.e. from the moment of the first complaint or from requesting a refund after appropriately cancelling the Sales Contract if the Seller has delayed it).
3. Buyers that are residents of other EU countries, Norway, or Iceland are authorized to file for arbitration through the European Consumer Centre in their country of residence. A list of consumer centres is available at the European Commission's website.

XVI. Final Provisions

1. If the Buyer is a foreign entity, Czech law will be used for the legal relationship created through the Sales

Contract or for any other legal relationship created using the online store. Moreover, the application of the UN Convention for the International Sale of Goods is explicitly excluded.

2. The Seller is authorized to operate an online store and to perform associated tasks on the basis of a trade license and its activities do not require further permits.
3. The Buyer has the option to complain to the Seller in writing or electronically by email to the addresses listed in Article 1.1.2. The Seller will react to the complaints in the same manner they were delivered (i.e. in writing or to the Buyer's email address). The Seller reserves the right to not react to complaints from third parties that did not complete a Sales Contract with the Seller.
4. If any of the provisions in these Terms and Conditions are invalid for any reason, that does not invalidate the other provisions of these Terms and Conditions nor the Sales Contract.
5. These Terms and Conditions are valid from March 17, 2020.