

General Terms and Conditions for the sale of tickets to the premises of the Brno City Museum

1 Introductory provisions

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

Brno City Museum, Subsidiary Organisation

Resident at: Špilberk 210/1, 662 24 Brno

GPS: 49°11'39.41„N; 16°36'0.12“E

IČ: 00101427

DIČ: CZ 00101427

Bank details: KB Brno-město acc.no. 9537-621/0100

entered in the public register at the Regional Court in Brno, file no. Pr 34

(hereinafter referred to as the "**Seller**"), on the one hand

and

a third party (hereinafter referred to as the "**Buyer**"), on the other hand

via a web portal or box office.

1.2 In the case of a personal purchase of a ticket through the box office, the provisions of the Terms and Conditions which, due to their nature, cannot be applied to the contractual relationship thus established shall not apply to the contractual relationship concluded.

1.3 The Terms and Conditions form an integral part of the concluded purchase contract.

1.4 For the purposes of these Terms and Conditions, the meaning of key terms shall be understood as follows:

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

"**Ticket Holder**" means the person presenting the ticket on entry to the tour.

"Buyer" means the person who has entered into a contract of sale with the Seller.

"box office" means the Seller's cash desks located in individual buildings of the Brno City Museum with opening hours indicated on the web portal.

"tour" means a tour specified on the web portals and ticket offices.

"student" means a person attending a school facility who is under the age of 26.

"ticket" means a ticket in paper or electronic form which can be purchased via the web portal or at the box office, entitling the Ticket Holder to a single entry to a tour.

'web portal' means an internet application at <https://www.tugendhat.eu/> or <https://www.spilberk.cz/> which is used to provide information about tours and to order tickets for those tours.

"discounted ticket price" means the reduced price of a ticket that a student or senior is entitled to purchase.

1.5 Other undefined terms shall have their ordinary linguistic meaning unless the context indicates otherwise.

2 Purchase contract process, payment terms, ticket

2.1 Tickets with a regular ticket price and/or a discounted ticket price can be purchased at the box office or on the web portal.

2.2 All presentation of the Services on the Web Portal and at the Box Office is for information purposes only and does not constitute a contract proposal. The Seller is under no obligation to enter into a contract for the provision of these services. Section 1732(2) of the Civil Code shall not apply.

2.3 The purchase of a ticket entitling entry to a tour is made by the purchaser for specific tour dates.

2.4 Unless otherwise expressly stated, the purchase price quoted is inclusive of the statutory rate of VAT and includes all sales charges as shown on the web portal and at the box office.

2.5 In order to purchase a tour through the web portal, the Buyer is required to register on the web portal, where they fill in their identification and contact details and chooses a password to access their account. After registration, a confirmation of registration will be sent to the e-mail address ("e-mail") provided by the Buyer. In their registered account, the Purchaser is entitled to choose the specific date of the tour including the total number of tickets.

2.6 In the case of a ticket purchase on the web portal, the purchase contract is concluded at the moment of payment of the purchase price for all ordered tickets by

the Buyer to the Seller. The purchase price is paid at the moment of crediting the funds to the Seller's account. The payment terms are specified in the relevant step of the order made on the web portal.

2.7 After the selection of the number of tickets has been made, the Buyer is shown the total purchase price which the Buyer is obliged to pay. After payment has been made by credit card, a confirmation of purchase and a ticket in pdf format will be sent by the Seller to the Buyer's e-mail without undue delay. The Buyer is obliged to present the purchased ticket before the start of the tour, either in paper form, which they will obtain by printing the ticket in pdf format sent to his e-mail, or they can present the ticket in electronic form.

2.8 The Seller shall not be liable for non-delivery of the ticket to the Buyer's e-mail if the Buyer enters incorrect data or if there are technical problems on the part of the Internet or telecommunications service provider.

2.9 The Seller advises that the sale of tickets for a specific tour date via the web portal will be terminated at least 24 hours before the start of the respective tour.

2.10 The Seller is not responsible for the validity and authenticity of tickets purchased outside the web portal or box office.

3 Rights and Obligations of the Parties

3.1 The Seller reserves the right to change the time of the tours and to change the opening hours of the box office.

3.2 The Ticket entitles the holder to join the Tour in accordance with the specifications set out on the Ticket, including the exact date and time of the Tour.

3.3 The Ticket Holders are obliged to arrive at the venue at least 10 minutes before the start of the tour with a printed ticket or an electronic ticket. Other details regarding the tour may be provided on the web portal.

3.4 If the Ticket Holder fails to arrive at the venue for the Tour at the agreed time (i.e. the specific time for which the Ticket is issued and at least 10 minutes prior to the start of the Tour), the Ticket Holder shall not be admitted to the Tour, the Tour shall be deemed to have been duly given and the Seller shall be entitled to the full purchase price for the Tour. The purchaser or Ticket Holder is not entitled to Claim a refund of the ticket price or to be given an alternative tour date.

3.5 By presenting the ticket upon entering the venue, the Ticket Holder agrees to the rules communicated by the guide before and during the tour. The Ticket Holder is obliged to comply with the operating and visitor regulations of the venue and all instructions of the Seller's staff.

3.6 During the tour, the Ticket Holder is obliged in particular not to touch the exhibits on display and to move only along the marked tour routes.

3.7 Animals are not permitted on the tour. The only exception is if the Ticket Holder is accompanied by a guide or assistance dog. The Ticket Holder is obliged to declare this upon entering the venue.

3.8 The Ticket Holder acknowledges that minors are the responsibility of their legal guardian or their escort.

3.9 In the event that the Ticket Holder violates the operating or visiting rules of the venue or the instructions of the Seller's staff, the Ticket Holder runs the risk of being sanctioned by the Seller, which is, in particular, the immediate termination of the tour to the person who committed the violation.

3.10 In the case of a discounted ticket price, the holder of the ticket shall present a valid ID entitling the Ticket Holder to the discount, to the person conducting the ticket check before entering the tour. If the discounted Ticket Holder fails to produce such proof and fails to pay the difference between the full and discounted ticket price, they will not be allowed to enter the tour, the tour will be deemed to have been properly given and the purchaser or Ticket Holder shall not be entitled to Claim a refund of the ticket price or to be given an alternative tour date.

3.11 The Ticket Holder is obliged to familiarise themselves with the content of the terms and conditions on the Ticket and these Terms and Conditions and is responsible for assessing whether they are medically and physically fit to safely attend the tour. Each Ticket Holder participates in the tour at their own risk.

3.12 The Ticket Holder shall be liable for any damage caused during the Tour by the Ticket Holder's failure to comply with the instructions and rules communicated to the Ticket Holder prior to or during the Tour by the Seller's staff and/or as set out in the Venue's Operating and Visitor Regulations.

3.13 If a person fails to produce a valid ticket for the date before the tour commences, they will not be admitted to the tour, the tour will be deemed to have been properly given and the full purchase price will be due to the Seller.

4 Withdrawal from the purchase contract

4.1 The person who is a consumer acknowledges that according to the provisions of § 1837 letter j) of Act No. 89/2012 Coll., Civil Code, may not withdraw from the purchase contract concluded through the web portal, as it is a contract for the use of leisure time, in accordance with the provisions of § 1829 of Act No. 89/2012 Coll., Civil Code, when the entrepreneur provides these services within the specified period (via tickets).

5 Complaints Procedure

5.1 If the Seller fails to fulfil the obligations arising from the Purchase Contract properly and in time, the Buyer may exercise their right from defective performance (hereinafter referred to as "**Claim**") with the Seller. The Claim must be made without undue delay, but at the latest within 30 days from the date of the tour or, if no tour has taken place, from the date on which the tour should have taken place.

5.2 All complaints and questions must be delivered without undue delay by e-mail to the e-mail address indicated for contact on the web portal or in writing to Špilberk 210/1, 662 24 Brno. The Buyer is obliged to indicate his/her e-mail address in the complaint, at which the Seller will communicate with the Buyer regarding the complaint.

5.3 The Seller is obliged to handle the complaint within 30 days from the date of its receipt. This period can be extended only with the consent of the Buyer. After the expiration of this period in vain, the Buyer has the right to withdraw from the concluded purchase contract or to a reasonable discount on the purchase price.

5.4 The Seller shall send the Buyer, without undue delay from the complaint, a confirmation of when the complaint took place, what its content is and what method of its settlement is requested. Furthermore, the Seller will send the Buyer a confirmation of the date and manner of handling the complaint and, if the complaint is rejected, the reasons for this rejection.

5.5 In the event of any theft of a ticket to any other person, the Buyer is obliged to warn them that if the tour is cancelled, the Seller returns the money exclusively to the person who purchased the ticket (to the Buyer).

5.6 The purchased ticket cannot be redeemed, exchanged or a duplicate issued.

5.7 No compensation will be provided for a lost ticket.

5.8 Any additional intervention on the tickets invalidates it. The ticket is cancelled by the first reading of the barcode indicated on the ticket when entering the tour.

6 Special provisions on obligations under the purchase contract concluded with the consumer

6.1 The provisions of this Article 6 shall apply to the purchase contract concluded with the consumer Buyer and to the obligations arising therefrom.

6.2 The purchase contract is concluded in the Czech language, unless otherwise agreed in the purchase contract itself and is not concluded in another language.

6.3 Individual technical steps leading to the conclusion of the purchase contract are as follows:

- a) opening a web portal;

- b) registration of the Buyer on the web portal, including filling in the identification and contact details of the Buyer (invoicing data);
- c) selecting a specific tour date and number of tickets;
- d) ticking the box to confirm that the Buyer has read the Terms and Conditions and information on the handling and protection of personal data;
- e) payment of the purchase price.

6.4 The Buyer declares that all communications from the Seller to the Buyer have been made clearly and comprehensibly, in the language in which the purchase contract is concluded.

6.5 The Seller undertakes to make all future communications to the Buyer in a clear and comprehensible manner, in the language in which the Purchase Agreement is concluded.

6.6 The authority for out-of-court settlement of consumer disputes is:

Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Štěpánská 15
120 00 Praha 2
E-mail: adr@coi.cz

Website: adr.coi.cz

The Buyer can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>

6.7 The Seller is not responsible for any inconvenience caused by unauthorized use or copying of the electronic ticket.

6.8 An electronic ticket becomes invalid if it does not show the data needed to check it or if it has been modified by additional alterations.

6.9 If the Buyer or Ticket Holder does not submit a confirmation of purchase of the ticket via the Internet at the time of the inspection, or this confirmation is illegible or it is not otherwise possible to verify its authenticity due to damaged phone display or battery discharge, they are not entitled to join the tour or having the ticket price reimbursed or to join the tour at an alternative date.

7 Final Provisions

7.1 The Purchase Agreement and Terms and Conditions and all rights and obligations arising therefrom, including rights and obligations arising from breaches of the Purchase Agreement and Terms and Conditions, as well as matters not regulated in the Purchase Agreement and Terms and Conditions, shall be governed by Czech law, particularly by the Civil Code.

7.2 If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and additions to the purchase agreement or business conditions require a written form.

These terms and conditions take effect on 1/4/2021