TERMS, CONDITIONS AND VISITORS RULES

Czech Philharmonic

Terms and Conditions
of the Czech Philharmonic, allowance organization
With its registered office at Alšovo nábřeží 12, Prague 1, postal code 110 00
identification number: 00023264
registered with the Ministry of Culture of the Czech Republic under ref. no. 5262/93
for the sale of tickets, season tickets and vouchers for entry to concerts at the Czech Philharmonic points of sale and through an e-shop at www.ceskafilharmonie.cz.

1. Introductory Provisions and Definitions of Terms

1.1. These Terms and Conditions (hereinafter referred to as the "**Business Terms**") of the Czech Philharmonic, allowance organization, with registered office at Alšovo nábřeží 12, Prague 1, postcode 110 00, identification number: 00023264, registered with the Ministry of Culture of the Czech Republic under ref. no. 5262/93 (hereinafter referred to as the "**Seller**") govern mutual rights and obligations of the parties arising out of or in connection with a purchase contract concluded between the Seller and another natural or legal person at the Czech Philharmonic points of sale in Rudolfinum, and via the online ticket sale at www.ceskafilharmonie.cz through a web interface (hereinafter also referred to as the "**e-shop web interface**").

1.2. The Business Terms also govern the rights and obligations of the parties regarding utilisation of purchase of tickets at the Czech Philharmonic points of sale in Rudolfinum and via the Seller's website at www.ceskafilharmonie.cz (hereinafter referred to as the "**Website**") and other related legal relationships.

1.3. Provisions diverging from these Business Terms may be negotiated in a purchase contract. Divergent provisions in the purchase contract take precedence over the provisions of the Business Terms.

1.4. The Business Terms provisions form an integral part of each purchase contract. The purchase contract and the Business Terms are drawn up in Czech and English. The purchase contract can be concluded in Czech or English.

1.5. "**Visitor**" is a person that has concluded a purchase contract with the Czech Philharmonic for a ticket to a concert organized by the Czech Philharmonic at the Czech Philharmonic cash desk on the premises of Rudolfinum (Alšovo nábřeží 12, Prague 1) or via the Internet at www.ceskafilharmonie.cz.

1.6. "**Regular Ticket**" is a ticket printed out at the Czech Philharmonic cash desk in Rudolfinum.

1.7. **"eTicket"** is a ticket that the Visitor receives in the PDF format for printing on their printer after ordering and paying for the ticket at www.ceskafilharmonie.cz.

1.8. "Goods" are any products other than a ticket, subscription ticket or voucher for admission to concerts that the seller offers at the points of sale of the Czech Philharmonic in Rudolfinum or at the e-shop web interface.

1.9. **"Buyer"** is an entity that has entered into a purchase agreement for Goods with the Czech Philharmonic.

1.10. The Seller may change or supplement the wording of the Business Terms. This provision shall not affect the rights and duties arising during the period of validity of the previous version of the Business Terms.

1.11. By purchasing a ticket or by visiting a concert, the Visitor undertakes to comply with these Business Terms; this also applies to the Buyer who purchases any Goods. The Business Terms are binding for both parties. The governing version of the Business Terms is the one valid on the day of payment of the purchase price of the ticket.

1.12. If the Visitor or Buyer provides his identification number or tax identification number when concluding the contract, he will be considered an entrepreneur and will not have legal consumer rights.

2. Buying a ticket and a gift voucher

2.1. By purchasing a ticket, the visitor agrees to comply with the conditions of the Visitor Rules (see article 8.).

2.2 The Visitor may buy tickets to a concert at the Czech Philharmonic cash desk in Rudolfinum (Alšovo nábřeží 12, Prague 1) and pay them in cash, by a payment card or employee's benefit vouchers, or via the internet using the following payment methods and payment cards: MasterCard, MasterCard Electronic, Maestro, Visa, Visa Electron, American Express, JCB Cards, V Pay and Diners Club International.

2.3. The Czech Philharmonic accepts vouchers and electronic payment cards from the companies Up (Unišek+ and Cadhoc), Sodexo (Flexi Pass, Relax pass and Focus pass) and Edenred (Edenred Benefits) for payment. These vouchers cannot be converted into cash. No change is given back in case of payment with the vouchers. An additional payment of the ticket price above the value of the vouchers can be made in cash or by credit card.

2.4. Each ticket is unique and is intended for one-time entry only on one specific day of the concert; the ticket cannot be redeemed on another day, except for subscription tickets (see article 4.).

2.5. Before purchasing the ticket, the Visitor is obliged to verify the position of their selected seat concerning the stage. After purchasing the ticket, the Visitor is obliged to check the correctness of the ticket data. Later complaints will not be taken into account.

2.6. Falsifying regular tickets, season tickets or gift vouchers is a criminal offence.

2.7. The Czech Philharmonic is not responsible for any troubles caused by unauthorized use or copying of the Ticket or eTicket. The Ticket or eTicket is invalid if it does not contain the data needed for its control or if it has been modified by subsequent editing.
2.8. The Czech Philharmonic may issue a duplicate to the Visitor in case of loss or damage to the original Ticket. Any such event will be handled individually by the Czech Philharmonic customer service. By issuing a duplicate the original ticket is invalidated.
2.9. Gift vouchers worth CZK 500 or CZK 1,000 can be purchased at the Czech Philharmonic box office, by bank transfer or online via the Czech Philharmonic e-shop. When purchasing a gift voucher, none of the discounts can be applied.
2.10. Czech Philharmonic gift vouchers can be used to pay for tickets, both at the box office in Rudolfinum and online, but they cannot be used to pay for goods. Gift Vouchers can only be redeemed for tickets with a total amount equal to or greater (with a surcharge) than their value, in case of a lower value, cash will not be refunded. Gift vouchers cannot be used to buy tickets for New year's afternoon concert and New year's gala concert. Gift vouchers cannot be converted into cash.

3. Discounts

3.1. The Czech Philharmonic provides the following types of discounts.
- Children under 15 years of age
- Students under 26 years of age
- Seniors over 65 years of age
- Holders of severe health disability card or severe health disability (with an assistant) card
- Czech Philharmonic and Czech Chamber Music Society subscribers
- The National Theater subscribers
- Clients and employees of CEZ Group and Česká spořitelna

3.2. The Visitor is obliged to claim the discount before the purchase of a ticket. Later claims will not be taken into account.
3.3. A visitor who at the entrance to a concert shows a ticket with an applied discount from the purchase price of the ticket according to the valid price list is obliged to support their title to the discount by presenting a valid document entitling the Visitor to receive the discount. Should the Visitor fail to submit a valid document entitling him to a discount, they are obliged to pay the difference in the price of the discounted and full admission at the point of sale where the ticket was purchased. In case of inability to prove the entitlement to the discount during the checking of tickets at the entrance to the building the ticket is forfeited. In the case of an eTicket for which an unjustified discount has been claimed, the payment of the difference cannot be made for technical reasons and the eTicket is forfeited.
3.4. Only some of the discounts can be claimed online. If a Visitor is entitled to a discount that cannot be claimed online, they should contact the Czech Philharmonic customer service. After purchasing the ticket it is not possible to claim a discount retrospectively.
3.5. Czech Philharmonic and Czech Chamber Music Society subscribers may cancel a part of the concerts they cannot attend from their season ticket via the Czech Philharmonic customer service or the Czech Philharmonic cash desks in Rudolfinum, however not later than 1 day before the date of the particular concert. They shall receive a discount coupon in the value of the proportional price of the concert in their subscription. This may be applied to any purchase of tickets. The customer is always informed of the validity of the discount coupon, the observance of which is mandatory.
3.6. The individual discounts provided by the Czech Philharmonic are not cumulative.

4. Season Tickets

4.1. Season tickets can be purchased not later than on the day of the first concert of the respective subscriber series. After the start of the respective subscriber series, no season tickets are available for this series.
4.2. Season tickets are transferable.
4.3. Season tickets purchased at the Czech Philharmonic cash desk in the Rudolfinum can be exchanged at this place for other season tickets, regular tickets or gift vouchers at the same or higher value, however not later than fifteen (15) days before the first concert of the subscription cycle.
4.4. The Czech Philharmonic does not refund the price for purchased season tickets; they can only be exchanged for other tickets of the same or higher value.

4.5. Individual concerts in the subscription series cannot be exchanged for concerts with the same program on other dates / in other subscription series. Should the holder of a season ticket not be able to attend a concert of their subscription series, they may cancel it not later than 1 day in advance through customer service, and they shall then receive a discount voucher in the value of the proportional price of the concert in their subscription. At maximum, half of the total number of concerts in a single subscription series may be cancelled this way.

5. Purchase and Payment for the Tickets Purchased Online (eTicket)

5.1. eTickets to more than one concert may be purchased via a single online transaction.
5.2. When purchasing an eTicket, no manipulation fee is charged to the Visitor above the current ticket price.
5.3. Following the closing of an eTicket order the Visitor is redirected to a secured payment gateway to make a payment.
5.4. At the payment gate, the Visitor enters all data necessary to pay the purchase price of the requested ticket.
5.5. The Czech Philharmonic is not responsible for the payment process at the payment gateway.
5.6. After the payment of the purchase price of the eTicket, the Visitor shall receive an e-mail confirming the transaction and containing all data of the purchased tickets. This e-mail does not replace the regular ticket or eTicket. The eTicket in the PDF format that allows them to enter the concert hall for the respective concert is attached to the e-mail.
5.7. For the entrance to the building, the Czech Philharmonic accepts both printed and electronic forms of the eTickets.
5.8. The Czech Philharmonic is not responsible for any troubles caused by unauthorized use or copying of the eTicket. Entrance to a concert will only be allowed based on the first ticket submitted. Any subsequent submission of the same eTicket will not be taken into account and entrance to the concert hall will not be allowed regardless of who submits the above-mentioned ticket. Upon exchange of the eTicket for a regular ticket at the Czech Philharmonic cash desk the eTicket becomes invalid and entry into the concert hall will be allowed only to the holder of a regular ticket received from the Czech Philharmonic cash desk.
5.9. The eTicket is invalid if it does not contain the data needed for its control or if it has been modified by subsequent editing. Subsequent editing makes the eTicket invalid.
5.10. Furthermore, the eTicket becomes invalid if it is damaged in such a way that it does not contain the data necessary to check the correctness of its use or if the data do not comply with reality or have been altered without authorisation.

6. Reservation of Tickets

6.1. Season tickets and tickets for individual concerts may be reserved at the Czech Philharmonic cash desk, via Czech Philharmonic customer service or online at www.ceskafilharmonie.cz.
6.2. Should the Czech Philharmonic conclude that the option to make a reservation of tickets has been abused, especially if reservations are repeatedly extended or left to expire, it reserves the right not to allow the customer to make further reservations. Should the customer not buy reserved tickets in ten consecutive cases, Czech Philharmonic customer service will notify him by email and after 24 hours automatically cancel all his other reservations. For these purposes, the Czech Philharmonic shall be entitled to consider any person using the same IP address to be the same customer.

7. Online Reservation of Tickets

7.1. The Czech Philharmonic allows the Visitor to make an online ticket reservation for selected concerts at www.ceskafilharmonie.cz.
7.2. In the case of online ticket reservation, the Visitor selects the required concert, its time, particular seats in the concert hall and price category.
7.3. After the reservation the Visitor shall receive an e-mail that contains a unique reservation number. The Visitor will report the reservation number at the Czech Philharmonic cash desk in the Rudolfinum (Alšovo nábřeží 12, Prague 1). Based on this the cash desk staff will sell them the relevant reserved tickets. Another option is to pay by card online from the Visitor's account after logging in to the Czech Philharmonic website.
7.4. The e-mail received by the Visitor after the online reservation will also contain the date and time until which the reservation is valid. Should the Visitor fail to collect the reserved tickets from the Czech Philharmonic cash desk or should they fail to extend the reservation via the Czech Philharmonic customer service during their opening hours before the stated deadline, the reservation will be automatically cancelled.
7.5. In case the Visitor does not collect the tickets within the set period, the Czech Philharmonic is entitled to sell them to another customer.
7.6. The Czech Philharmonic is not responsible for any incorrect information entered by the Visitor when making the online reservation (date, time, concert, seats in the concert hall).

7.7. Written orders for invoice payments via the Czech Philharmonic customer service are binding. Upon issuing of an invoice the tickets are considered to be ordered with commitment. No changes (cancellation, changing the number or category of tickets, the date of the concert or the name and address of the subscriber) are possible after the issuing of the invoice. An invoice can only be issued based on an agreement with the Czech Philharmonic customer service; an invoice cannot be issued retrospectively for already paid tickets. Invoices are sent out in electronic form (under Act No. 235/2004 Coll., on Value Added Tax, as amended). The purchase price of the tickets is deemed to be paid only upon crediting the full amount of the purchase price to the bank account of the Czech Philharmonic. The invoiced amount can be paid only by a wire transfer; payment of the invoice in cash at the Czech Philharmonic cash desk is not possible. The tickets remain the property of the Czech Philharmonic until the payment of the entire purchase price (reservation of ownership). The ordered tickets are issued at the Czech Philharmonic cash desk on the premises of Rudolfinum only after the full settlement of their purchase price unless agreed otherwise.

8. Visitor Rules

8.1. By purchasing tickets, the visitor undertook to comply with the visitor regulations.
8.2. The Visitor is entitled to occupy only the seat specified by their ticket.
8.3. The Visitor is obliged to keep the valid ticket with them during the whole concert. In case of loss of the ticket anywhere in the paid zone of the concert venue, the Visitor may be requested to leave the premises without any compensation. The Visitor is obliged to present a valid ticket upon request from the staff. Should they refuse to present it, they may be requested to leave the premises without any compensation.
8.4. The Czech Philharmonic is entitled to carry out security checks at the entrance to the concert hall through its staff, including inspection of all items brought into the Rudolfinum building.
8.5. The visitor is not entitled to bring in their food and drinks or to consume food or drinks in other areas of the Rudolfinum, other than those exclusively designated for this purpose.
8.6. By entering the concert hall, the visitor of the Czech Philharmonic grants consent to the fact that in connection with the concert and on the premises of the Rudolfinum building, photographs and audiovisual recordings depicting the visitor can be taken, which can then be used. There is no fee or any other compensation for the making and use of such photographs and audio-visual recordings. This consent also applies to minors accompanied by the Visitor.
8.7. Visitors to events on the premises of the Rudolfinum are prohibited from bringing in dangerous and bulky items such as firearms, knives and tools, combustibles and marshlands, narcotic substances, professional recording and reproduction equipment, large luggage (backpacks, suitcases, large bags).
8.8. The visitor is obliged to put away the overcoats and personal luggage at the designated place (dressing rooms). Otherwise, they may be prevented from accessing the hall. Luggage may be subject to security checks.
8.9. When arriving after the beginning of the concert, the visitor will not be admitted to the hall. Entry will only be made possible at the end of a musical piece or during the break according to instruction by staff. The visitor is obliged to respect the instructions of the organizing staff.
8.10. When visiting the concert of the Czech Philharmonic, Visitors are requested to comply with an adequate dress code.
8.11. On the premises of Rudolfinum (especially in the concert hall and during the concert), there is a strict ban on photography and making audio and video recordings. There is also a ban on the use of mobile phones. The organizing service (staff) reserves the right to control compliance with this prohibition throughout the duration of the concert. In case of unauthorized making of such records, the Czech Philharmonic staff is entitled to delete the records.
8.12. Smoking is prohibited in all rooms of Rudolfinum.

9. Purchase of Goods

9.1. The buyer can purchase Goods at the sales points of the Czech Philharmonic in Rudolfinum or the e-shop web interface. Payment of the purchase price is possible in cash, by payment card (mentioned in point 2.2.) or by bank transfer.
9.2. The presentation of Goods at the e-shop web interface describes the goods and their main characteristics, but it is only informative and is not a proposal to conclude a purchase contract. The seller is not obliged to enter a purchase contract for a specific item. The presentation of the Goods states the price of the goods, including VAT.

9.3. When ordering Goods at the e-shop web interface, the buyer chooses particular specific Goods ("inserts" them into the online shopping cart), the payment method (payment of the purchase price) and the details of the required delivery method, confirming information on the costs associated with the delivery of the products (collectively, "**order**"). Before submitting the order, the buyer is allowed to check and change the information he has placed on the order, including the possibility to detect and correct errors incurred when entering the data into the order. The information given in the submitted order is considered correct by the Seller. The Seller shall immediately confirm receipt of the order to the Buyer by e-mail to the address specified by the Buyer. The Seller is always entitled to require, depending on the nature of the order (quantity, weight, purchase price amount, estimated packing and delivery costs), that the Buyer additionally confirm the order, or suggest to the Buyer a change to the contractual terms and/or provide him with additional information (by e-mail, telephone, in writing).
9.4. The purchase contract is concluded upon Seller's acceptance of the order and confirmation of the acceptance to the Buyer via e-mail, to the email address specified by the Buyer.
9.5. The Buyer agrees to use the means of distance communication when concluding the contract. The costs incurred by the Buyer when using these means of communication in connection with the conclusion of the contract (cost of internet connection, cost of telephone calls, etc.) are borne by the buyer himself, and these costs do not differ from the basic rate (the seller does not charge any special fees for these services).
9.6. Information about the place of delivery and the time of delivery of the prepaid Good is part of the information in the online shopping cart and the offer acceptance. Pre-paid goods can be personally picked up at the delivery point intended for the goods, only after sending information to the seller that the goods can be picked up. Part of the range of Goods is available at the Seller's points of sale for direct purchase by card/cash without prior ordering and payment at the e-shop web interface. Such a range may not match the range presented on the e-shop web interface.
9.7. The seller reserves the right to deliver the ordered goods to the Buyer only after full payment of the total purchase price. The Seller is entitled to request advance payment also by issuing an advance invoice before delivery of the Goods. The provisions of Section 2119 (1) of the Civil Code do not apply.
9.8. Any discounts granted by the Seller may not be combined unless the Seller expressly states otherwise.
9.9. The seller provides the following methods of handover or delivering the Goods:
- personal collection at the seller's point of sale
- by post within the Czech Republic (CZK 43 postage is added to the purchase price)
- delivery through electronic communication (in the case of Goods that would have the character of digital content)

9.10. Individual methods of handover or delivery are offered according to the current availability and according to the specific Goods. The Buyer must respect the options offered at the e-shop web interface, especially when combining the purchase of different types of Goods.
9.11. If the means of delivery is contracted based on a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport.
9.12. If the Seller is obliged to deliver the goods to the place specified by the buyer in the order, the Buyer is obliged to take over the goods upon delivery.
9.13. If for reasons on the side of the Buyer, the Goods must be delivered repeatedly or in a manner other than those specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery or other means of delivery.
9.14. The Buyer is obliged to check the package immediately upon delivery (number of packages, integrity of packaging, external damage to the package). The Buyer is entitled to refuse acceptance of a consignment that is not following the purchase contract by, for example, being incomplete or damaged. If a damaged consignment is taken over by the Buyer, it is necessary to immediately announce the incomplete or damaged shipment by email or mail to the seller.
9.15. The delivery time for the Goods is usually 3 working days after handing over the shipment to the carrier. If the Goods are in stock, it is handed over to the carrier usually within 1 business day after receiving orders.
9.16. The Buyer is informed about the delivery of the Goods or their readiness for personal collection via e-mail.
9.17. In the case of a personal collection of Goods that have been paid for in advance or are paid for in cash or by card upon receipt, the seller or his contractual partner may require the show of an identification card (ID, passport) to prevent damage and to prevent legalization of criminal proceeds. Without submitting relevant documents, the Seller or its contractual partner may refuse to issue the Goods.
9.18. If the Buyer does not pick up the Goods within 10 months from the moment of purchase, the Goods are returned to the Seller in his possession without any compensation to the Buyer.
9.19. Additional rights and obligations of the parties during the transportation of goods may be regulated by the seller's special delivery conditions if issued by the seller.

10. Personal Data Protection

10.1. The processing of the Visitor's or Buyer's data in connection with or based on the purchase contract concluded between the Czech Philharmonic and the Visitor or the Buyer takes place by generally binding legal regulations, with the fact that the Czech Philharmonic has issued the Principles of Personal Data Processing as part of the fulfilment of its information obligation towards data subjects; these are available on the website of the Czech Philharmonic.

10.2. The personal data of the Visitor or Buyer is processed to implement a contractual relationship, in particular the sale of regular tickets, eTickets and Goods, the reservation of Regular tickets via the Internet, for complaints or information about a cancelled concert and obtaining feedback from the Visitor or Buyer regarding the legal actions of the Czech Philharmonic in favour of Visitor or Buyer. The Czech Philharmonic guarantees that all personal data of the Visitor or Buyer are strictly confidential and will only be used under generally binding legal regulations.

10.3. The data that will be used to pay the purchase price of eTickets and Goods via the Internet are provided directly to companies operating secure Internet payment gateways, the Czech Philharmonic does not have access to this data. This data shall be protected under the general conditions of the operators of such secure Internet payment gateways.

11. Complaint Procedure for Tickets

11.1. The Czech Philharmonic reserves the right to change the program and performers without returning the entrance fee.

11.2. Tickets purchased at the box office at the Czech Philharmonic in Rudolfinum can be exchanged there for tickets of the same or higher value, only upon presentation of a valid ticket. The visitor is obliged to pay the price difference. Tickets can also be exchanged for gift vouchers or vouchers with the value of tickets purchased, all no later than seven (7) days before the concert day.

11.3. Tickets purchased online, i.e., eTickets, cannot be cancelled or exchanged for tickets to another concert. They can be exchanged for a voucher of the same value at the box office of the Czech Philharmonic, in Rudolfinum or via customer service.

11.4. In the case that the Visitor has an incorrect amount deducted from their account after paying for tickets using a card at the cash desk or when making a purchase at www.ceskafilharmonie.cz, the Visitor is entitled to claim this fact only at the bank that issued the card that the Visitor used to pay for tickets.

11.5. Gift vouchers and discounted tickets issued based on contractual terms with partners of the Czech Philharmonic and for promotional purposes of the Czech Philharmonic cannot be exchanged for others or converted into cash. These tickets are not subject to any additional benefits or bonuses.

11.6. If the concert is cancelled, to which the visitor has already purchased a regular ticket or an eTicket, the visitor will be refunded the admission under the following conditions:
a) if the ticket was purchased at the box office of the Czech Philharmonic in Rudolfinum, the price paid will be refunded to the Visitor if they arrive at the box office where they purchased the ticket without undue delay, but no later than 14 days from the day of the cancelled concert;
b) if it is an eTicket, the price paid to the Visitor will be refunded to the account from which they paid for the eTicket, no later than 90 days from the date of the cancelled concert;
c) if it is a concert for which the Visitor has purchased a subscription ticket, they will be offered compensation

11.7. If the date of the concert for which the visitor purchased a regular ticket or an eTicket is changed, these tickets will be valid on the new date. The Visitor can request a refund of the entrance fee, but no later than on the day of the substitute concert.

11.8. Tickets for the concert of the Czech Philharmonic, purchased in pre-sales networks, can only be returned at the place where they were purchased.

11.9. Tickets purchased at the Czech Philharmonic ticket office for concerts of other organizers cannot be returned or exchanged unless otherwise specified in the event.

11.10. Replacement of lost tickets is handled individually by the Czech Philharmonic customer service.

12. Claims of Goods

12.1. The Seller issues a purchase document (invoice, tax document, etc.) with all necessary data for exercising the rights of any defective performance. The period for exercising rights from defective performance always begins on the day the Buyer takes over the Goods. The rights and obligations of the contracting parties regarding rights from defective performance are governed by relevant generally binding regulations (in particular, the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

12.2. Defective performance rights are not granted to the Buyer if the Buyer knew before the Goods were taken over that they had a defect or if the Buyer caused the defect himself.

12.3. Defective performance rights are exercised by the Buyer at the Seller's sales points in Rudolfinum or through the Seller's customer service. The moment when the seller receives the claimed goods from the Buyer is considered to be the moment of application of the complaint. The buyer is obliged to report the defect without undue delay after he could have discovered it during a timely inspection and with sufficient care.

12.4. In the case of a written complaint by the consumer, the consumer is informed of the receipt of the complaint, the method of handling it and its duration within 2 working days at the latest.

12.5. If the validity of the complaint is recognized, the costs associated with sending the Goods to the Seller will be reimbursed to the Buyer in the manner agreed upon by the parties.

12.6. The Seller will inform the Buyer about the handling of the complaint by a phone call or e-mail, or by agreement in writing.

12.7. The seller does not assume responsibility for damages resulting from the operation of the Goods, their functional properties and unprofessional use, as well as for damages caused by external events and incorrect handling. Defects of this origin are not covered by any warranty of the seller.

12.8. If the defective performance is a substantial breach of the contract, the buyer shall have the right to:

- removal of the defect by delivery of a new item without defect or delivery of the missing item
- repair the item to correct the defect
- a reasonable discount on the purchase price
- withdrawal from the contract

The buyer shall inform the seller of the right he has chosen upon notification of the defect or without undue delay after notification of the defect. The choice made cannot be changed by the Buyer without the consent of the Seller; this does not apply if the Buyer requested the repair of a defect that turns out to be irreparable. If the seller does not remove the defects within a reasonable period or if he informs the Buyer that he will not remove the defects, the Buyer may demand a reasonable discount from the purchase price instead of removing the defect or may withdraw from the contract. If the Buyer is a consumer, he has the right to a reasonable discount even if the seller cannot deliver a new item without defects, replace its part or repair the item, as well as if the seller does not remedy the situation in a reasonable time, or the consumer would be affected by the remedy considerable difficulties. If the Buyer does not choose their right in time, they have the rights as in the case of a non-significant breach of contract as set out below.

12.9. If defective performance is a minor breach of contract, the Buyer has the right to have the defect removed or to a reasonable discount on the purchase price. The seller can, at their choice, eliminate the defect by repairing the item or delivering a new item If the Seller does not remove the defect in the item in time or refuses to remove the defect in the item, the Buyer may demand a discount from the purchase price or may withdraw from the contract. The choice made cannot be changed by the Buyer without the consent of the Seller.

12.10. The Buyer has the right to delivery of a new item or its part replacement even in the case of a removable defect if the item cannot be used properly due to the repeated occurrence of the defect after repair or due to a larger number of defects. In this case, the Buyer has the right to withdraw from the contract.

12.11. If the Buyer did not report the defect on time and without unnecessary delay after they could have discovered it during a timely inspection and sufficient care, the court will not grant them the right from defective performance. If it is a hidden defect, the same applies if the defect was not reported without undue delay after the Buyer could have discovered it with sufficient care, but no later than two years after handing over the item.

12.12. The buyer cannot withdraw from the contract or demand the delivery of a new item if they cannot return the item in the condition in which they received it (including accessories). This does not apply:

- If the condition has changed due to an inspection to detect a defect of the item
- If the Buyer used the item before the defect was discovered
- If the Buyer has not caused the impossibility of returning the item in an unchanged condition by action or omission
- If the Buyer sold the thing before the discovery of the defect, if he used it or if he changed the thing during normal use; if this happened only in part, the Buyer would return to the Seller what he can still return, and will give compensation to the Seller up to the amount in which he benefited from the use of the item

12.13. For reasons of protection of the Buyer, if the Buyer is a legal entity and has the right to repay the credit in cash, the relevant amount will be transferred only to persons authorized to act on behalf of the legal entity in question, i.e., to a statutory body or a person who proves to have a power of attorney with an official verified signature of the principal.

13. Information intended especially for consumers

13.1. In addition to the other information provided in these terms and conditions, the seller further states that:

- the seller's contact details, including phone number and email, are listed on the website www.ceskafilharmonie.cz
- the concluded contract remains with the seller and the seller will allow the buyer access to it at their request
- the contract shall not be concluded for an indefinite period and shall not be subject to repeated performance
- the contract is concluded by the legal system of the Czech Republic, in particular the Civil Code, excluding any norms that would possibly refer to the legal system of another state as the applicable law
- the seller is not bound by any of the codes of conduct within the meaning of § 1826 of the Civil Code

13.2. The consumer acknowledges that, according to the provisions of § 1837 of the Civil Code, they cannot withdraw from a purchase contract concluded via the e-shop web interface if it is a contract for:

- provision of services that the seller fulfilled with the prior express consent of the consumer before the expiry of the withdrawal period
- delivery of goods or services, the price of which depends on fluctuations in the financial market independently of the will of the seller and which may occur during the withdrawal period
- the delivery of goods that have been modified according to the wishes of the consumer or for their person
- delivery of perishable goods, as well as goods that have been irretrievably mixed with other goods after delivery
- repair or maintenance carried out at the place designated by the consumer at his request; however, this does not apply in the event of subsequent repairs other than requested or delivery of spare parts other than requested
- the delivery of goods in closed packaging that the consumer has removed from the packaging and cannot be returned for hygienic reasons
- the delivery of an audio or video recording or a computer program if the consumer has broken their original packaging
- delivery of newspapers, periodicals or magazines
- transport or use of free time, if the seller provides these services within the specified period (e.g. regular tickets, eTickets)
- delivery of digital content, if it was not delivered on a physical medium and was delivered with the prior express consent of the consumer before the expiry of the withdrawal period

13.3. If this is not the case mentioned in point 13.2. or in other cases where it is not possible to withdraw from the purchase contract, the consumer has the right to withdraw from the purchase contract negotiated through the e-shop web interface, within 14 days of taking over the Goods; if the subject of the contract is several types or parts of the Goods, this period starts from the date of acceptance of the last delivery. Withdrawal from the contract must be sent to the seller within the period specified in the previous sentence. Withdrawal from the contract may be delivered by the Buyer in person, in writing or by e-mail to the address of the seller listed at www.ceskafilharmonie.cz.

13.4. If a purchase contract is concluded by purchasing goods at the seller's point of sale based on a prior reservation at the e-shop web interface, by e-mail or by phone call (without concluding a purchase contract at the e-shop web interface.) or without any prior reservation, the consumer cannot withdraw from the purchase contract.

13.5. In case of justified withdrawal from the contract by the consumer, the purchase contract is cancelled from the beginning. The goods must be returned to the seller within 14 days of withdrawal from the contract by the Buyer. If the Buyer withdraws from the purchase contract, they bear the costs associated with returning the Goods to the Seller, even if the Goods cannot be returned by post due to their nature. In the case of withdrawal from the contract, the buyer is entitled to a refund of the funds paid for the transport fee in the cheapest option offered.

13.6. In the case of a legitimate withdrawal from the contract by the consumer, the seller will return the funds received from the Buyer within 14 days of the Buyer's withdrawal from the contract, in the same way as the seller received them from the Buyer. The Seller is entitled to return the performance provided by the Buyer when the Goods are returned by the Buyer or in another way if the Buyer agrees to this. If the Buyer withdraws from the purchase contract, the seller is not obliged to return the funds received to the Buyer before the Buyer returns the Goods to him

13.7. The Seller is entitled to unilaterally offset the claim for compensation for damage caused to the Goods against the Buyer's claim for a refund of the purchase price.

13.8. The seller is entitled to withdraw from the contract until the time of acceptance of the Goods by the Buyer. In such a case, the seller will return the purchase price already paid to the Buyer without undue delay, in a cash-less method to the account specified by the Buyer.

13.9. If a gift is provided to the Buyer together with the Goods, the gift contract between the seller and the Buyer is concluded with the severance condition that if the Buyer withdraws from the purchase contract, the gift contract regarding such a gift ceases to be effective and the Buyer is obliged to return the Goods to the Seller together with gift given.

13.10. The consumer is obliged to pay a proportionate part of the price in the event of withdrawal from the contract, the subject of which is the provision of services for which performance has already begun.

13.11. In the event of a dispute arising or threatened, the Seller recommends contacting the Seller's customer service first to find a mutually satisfactory solution. The general courts of the Czech Republic are competent to discuss and decide the dispute. In the event of a dispute, the consumer can also contact a supervisory or state supervisory authority. Under Act No. 634/1992 Coll., on consumer protection, as amended, the entity for out-of-court settlement of consumer disputes is the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2; www.coi.cz

14. Final Provisions

14.1. These Business Terms and Conditions apply to all business cases concluded between the Czech Philharmonic, a contributory organization, and a Visitor or Buyer.

14.2. In case of transactions (concerts and cultural events) of a third-party organizer renting the premises of Rudolfinum, the Czech Philharmonic acts towards the Visitor solely as a sales agent of the actual seller. Any cancellation, modification or replacement of a concert or cultural event held by a third-party organizer is governed by the instructions of such third party.

14.3. These Business Terms and Conditions are drawn up in Czech and English languages. In the event of discrepancies between the two language versions, the Czech version will prevail.

14. 4. The Czech Philharmonic reserves the right to change these Business Terms and Conditions at any time. Their alteration and effectiveness will be published appropriately on the Czech Philharmonic website and at its points of sale.

These Business Terms and Conditions become effective 1st July 2022.

Czech Philharmonic