

## GENERAL TERMS AND CONDITIONS

### I. Subject of the General Terms and Conditions

MADWIRE, s. r. o., with its registered office at Svätoplukova II. 18892/2 A , Bratislava 821 08, Company ID: 47 436 310, Tax ID: 202 390 1869, VAT ID: SK 202 390 1869, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No.: 92577/B issues these General Terms and Conditions in order to adjust the conditions for the provision of Services on the Website.

### II. Definition of Terms

1. **The Website** is a website and its parts available on the Internet and located at the domain [www.predpredaj.sk](http://www.predpredaj.sk), [www.predpredaj.zoznam.sk](http://www.predpredaj.zoznam.sk), [www.tickpo.sk](http://www.tickpo.sk), [www.predprodej.cz](http://www.predprodej.cz) and/or any other website operated or to be operated by the Seller.

2. **The Service** is a separate electronic sale method of ordering, selling and distribution of Tickets.

3. **An Event** is a public performance, concert or social event of cultural or sporting nature (e.g., concerts, festivals, theatrical, musical, audio-visual, movie performances, sports matches or other social events) for which Tickets are sold by the Service and which are organized or hosted by the Organiser.

4. **The Ticket** serves as a confirmation allowing its Owner to enter the Event for which it was purchased for a one-time payment (usually single-use Ticket). The ticket is only valid for the Event for which it was purchased, and it is not possible to use it to enter another Event. The Ticket becomes invalid after leaving the place the Event, with the exception of the Ticket entitling the Owner to re-enter the Event taking place for one or more days. The current prices of Tickets for individual Events are published at the Website. The Ticket may be issued in one of the following ways:

- a) **Standard Ticket** is issued in paper form. Standard tickets are available in the distribution networks of Distribution Points (only to deliver Tickets which has been purchased by the Buyer at the Website). This type of Ticket contains namely the name of the Event, date of the Event, time of the Event, place of the Event, number or other designation of the sector/seat, price of the Ticket, QR code or barcode, Event Organiser's ID, Ticket ID, golden protective strip, serial number of the Ticket, date and time of the Ticket sale. The Buyer is entitled to collect the Standard Ticket at any Distribution Point within the period specified for its collection in terms of Seller's instructions published at the Website (Customer Profile).
- b) **The Electronic Ticket** is issued in electronic form. The Ticket in electronic form is delivered to the e-mail address provided by the Buyer and stored in the Customer Profile at the same time, the Buyer (the Ticket Holder) is entitled to attend the Event for which the Electronic Ticket was purchased only if the Electronic Ticket is printed on A4 paper sheet at laser printer without any coverage of the text, in the original size without reduction or enlargement. Each Electronic Ticket must be printed at a separate sheet of paper (size A4). This type of Ticket contains namely the name of the Event, date of the Event, time of the Event, place of the Event, number or other designation of the sector/seat, price of the Ticket, QR code or barcode, Event Organiser's ID, Ticket ID, Ticket serial number, date and time of the Ticket sale.

5. **The Seller** is MADWIRE, s.r. o., with its registered office at Svätoplukova II. 18892/2 A , Bratislava 821 08, Company ID No.: 47 436 310, Tax ID No.: 202 390 1869, VAT No.: SK202 390 1869, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File No.: 92577/B, Phone No.: +421

2 222 00 075, E-mail: info@predpredaj.sk, which, on the basis of the contract concluded with the Event Organiser, mediates and ensures the distribution and sale of Tickets for the Event, through its own sales system, i.e. the Service. The Seller shall ensure the sale and distribution of the Tickets through the Service in the name and on behalf of the Organiser. The Seller also allows to buy a Gift Voucher intended for the purchase of an Event Ticket through the Service. The sale of the Gift Voucher is performed by the Seller in its own name and on its own account.

6. **The Organiser** is an entity which organizes and/or coordinates the Event or mediates its actions (e.g., theatrical performance, concert, cinema) in a contractual relationship with the Seller, on the basis of which the Seller mediates the sale of Tickets for Events and performs related activities on the basis of a contract concluded between the Organiser and Seller.

7. **The Buyer** is a natural person who has purchased the Ticket on the Website by means of the Service or who is interested in purchasing the Ticket. Whenever the term Buyer is referred to, the notion also included the User.

8. **The Ticket Owner** is the Ticket Holder.

9. **The Purchase Agreement** is a contract concluded between the Buyer as one party and the Organiser as the second party, in the name and on behalf of which the Purchase Agreement is concluded by the Seller. Conclusion of the Purchase Agreement occurs at the time when the Ticket price is paid by the Buyer. The subject of the Purchase Agreement is the sale of the Ticket by the Organiser to the Buyer (through the Seller). The conclusion of the Purchase Agreement establishes a legal relationship between the Organiser and the Buyer.

10. **The QR code** (from the English term Quick Response) is a specific and unique two-dimensional code consisting of black and white boxes, containing encoded information about the Ticket or the Gift Voucher.

11. **The barcode** is a machine-readable marking. It uses a set of thick and thin lines that contain coded information about the Ticket or the Gift Voucher.

12. **A Gift Voucher** is an insured letter used for paying Event Ticket price in the value to which the Gift Voucher has been issued. It can only be used within the period of validity for which the Gift Voucher is issued. A Gift Voucher for the given current calendar year can be purchased by the end of October of the given calendar year and it is valid and usable only by the end of the calendar year for which it was purchased. The sale of Gift Vouchers for the next calendar year (the year following the current calendar year) starts in November of the current year and such Gift Voucher is valid and can be used by the end of the calendar year for which it was purchased (in the year following the year the Gift Voucher was purchased). A Gift Voucher may be issued in one of the following forms:

- a) **Standard Gift Voucher** is a Gift Voucher purchased by the User on the Website. The standard Gift Voucher is issued in paper form at the Distribution Point. Standard Gift Vouchers are available within the distribution networks of Distribution Points (only to deliver Gift Vouchers which has been purchased by the Buyer at the Website). This type of a Gift Voucher contains namely the identification number of the Gift Voucher, the nominal value of the Gift Voucher (the sum in which it is possible to purchase an Event Ticket), a golden protective strip, a unique code to redeem the Gift Voucher, the period of validity of the Gift Voucher (the period during which the Gift Voucher must be used for buying an Event Ticket). The Buyer is entitled to collect the standard Gift Voucher at any Distribution Point within the period specified for its collection in terms of Seller's instructions published at the Website (Customer Profile).

- b) **An Electronic Gift Voucher** is a Gift Voucher purchased by the User on the Website. This Gift Voucher is issued in electronic form and delivered to the User who made the purchase on the Website to the e-mail address provided by the User and is also stored in the Customer Profile on the Website. This type of a Gift Voucher contains namely the identification number of the Gift Voucher, the nominal value of the Gift Voucher (the sum in which it is possible to purchase an Event Ticket), a unique code to redeem the Gift Voucher, the period of validity of the Gift Voucher (the period during which the Gift Voucher must be used for buying an Event Ticket).

13. The **Gift Voucher Owner** is the Gift Voucher Holder.

14. **Customer Profile** refers to a set of functions on the Website allowing a person, the User, who is registered at the Website, to purchase an Event Ticket and/or Gift Voucher on the Website after submitting login details such as login name and password, monitor the status of the payment, get access to purchased Event Tickets and/or Gift Vouchers and also provides other functions that are being offered by the Seller at that specific time.

15. **The User** is a person whose Customer Profile has been created after registration on the Website.

16. **Delivery Point** is a store, other facility or operation of other person than the Seller and Organiser, who is entitled to deliver Standard Tickets and/or Standard Gift Vouchers, pursuant to the contract with the Seller. The Delivery Point will deliver the purchased Ticket and/or Gift Voucher to the Buyer after verification of the unique code for order identification. A list of Delivery Points delivering Standard Tickets and Standard Gift Vouchers is provided on the Website. [Are you interested in seeing a list of Delivery Points?](#)

17. **Archiving and handling fee** is a fee charged by the Seller to the Buyer for using the Service enabling the purchase of a Ticket for the Organizer's Event, issuing of the Ticket and archiving the Ticket in the Seller's system in a way that allows the Ticket to be assigned to the buyer. The amount of the fee is set by the Seller and will be displayed during the process of Ticket orders. The final price intended for payment by the Buyer will always be displayed inclusive Archiving-Manipulation fee.

18. **The GTC** are these General Terms and Conditions of the Seller. They are part of each Purchase Agreement and if the GTC wording is updated, the GTC effective at the time of concluding the Purchase Agreement shall be used in the given case. The current wording of the GTC is available on the Website.

19. **The Complaints Procedure** is the Seller's Complaints Procedure regulating the process of handling Buyers' complaints in relation to Services provided by the Seller (pursuant to point 3. of the Complaints Procedure). The Complaints Procedure is an integral part of the GTC and will be used for individual complaints in accordance with the wording that was effective at the time of concluding the Purchase Agreement. Unless these GTC provide otherwise, the Buyer is obliged to contact the Organiser directly, when addressing issues not regulated by the Complaints Procedure, i.e. typically but not exclusively in matters related to the cancellation of the Event, change in the date of the Event, etc. [Are you interested in seeing the Complaints Procedure?](#)

20. **The Consumer Protection Act** is Act No. 250/2007 Coll. on Consumer Protection and on the Amendment to the Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended.

21. **CPA** is the Act no. 102/2014 Coll. on the protection of consumers with regard to sales of goods and services on the basis of a distance or off-premises contract and on amendments to certain laws.

22. **"Personal Data Protection Act"** the Act no. 18/2018 Coll. on the Protection of Personal Data and on amending of Certain Laws as amended.

23. **GDPR** is Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

### **III. Introductory Provisions**

1. Based on the contractual relationship with the Organiser formed through the Website on which the Services are provided, the Seller, as an intermediary, ensures the sale and distribution of Event Tickets in the name and on behalf of the Organiser. At the same time, the Seller in the name and on behalf of the Organiser receives payments corresponding to the Ticket purchase price from the Buyers. The Buyer directly enters a legal relationship with a specific Organiser of the selected Event after paying the purchase price of the Ticket.
2. The Seller sales Tickets for the Organiser, but the Seller does not participate on organizing and preparation of the Event in any way. This is entirely provided by the Organiser. The Organiser is responsible for activities, changes or cancellation of the Event in its entirety.
3. The Seller also provides sales of Gift Vouchers on the Website. These are intended to purchase Tickets. A legal relationship arises between the Seller and the User who purchased the Gift Voucher after the payment is made.

### **IV. Registration on the Website and granting consent to the processing of personal data, creation of a Customer Profile, user permissions**

1. The person is obliged to register on the Website in order to allow a natural person to use the Service, i.e. mainly ensure that the purchase of an Event Ticket and/or a Gift Voucher takes place on the Website. Registration on the Website is free of charge.
2. Registration in accordance with the previous GTC regulations consists in filling in the registration form. The person is obliged to complete it in true manner.
3. Provision of information on User's personal data processing at the Website by the Seller is included in registration process. [Are you interested in seeing the Privacy Policy and learning about your privacy rights?](#)
4. By submitting the registration form, the User declares the truthfulness of the data provided in the registration form. In the event of any change in the data provided in the registration form, the User is obliged to update them.
5. The customer profile is created for the User immediately after submitting the registration form. Unless these GTC provide otherwise, the duration of the Customer Profile depends and is based solely on the will of the User, who is entitled to cancel their Customer Profile any time, using the procedure specified at the Website and in these GTC.
6. Registration on the Website and creation of a Customer Profile gives the User the following permissions:
  - possibility to purchase Tickets and/or Gift Vouchers on the Website using the Service,
  - browsing the history of completed purchases of Tickets and/or Gift Vouchers at the Website using the Service,
  - monitoring of payment status of the Ticket purchase price and/or Gift Voucher purchased on the Website using the Service,
  - printing of Electronic Tickets and/or Electronic Gift Vouchers,
  - sending Electronic Tickets and/or Electronic Gift Vouchers to any e-mail specified by the User.

7. Small amounts of data, "cookies", are stored in User's devices (computer, etc.) by the Seller. They include name of the Internet service provider and the IP address used by the User when logging in to the Customer Profile, the date and time of access to the Services, etc. These are functional data related to the functioning of the Website itself and designed to improve functioning of this Website. These data are used for better identification of Users when they re-enter the Website. The User acknowledges that denial or limiting of their consent to store and accept cookies may result in improper functioning of the Website.

## **V. Cancellation of Customer Profile**

1. The User is entitled to cancel their Customer Profile without giving a reason and at any time during the existence of the Customer Profile. The User may cancel their Customer Profile only on the basis of a previous request to cancel the Customer Profile, which has to be sent to an e-mail address [info@predpredaj.sk](mailto:info@predpredaj.sk). The Seller shall cancel the Customer Profile without any undue delay, i.e., no later than within 3 days from the date when the User's request is received and proceed to delete User's personal data, unless the Seller is no longer entitled and/or obliged to store User's personal data.

2. Following the cancellation of the Customer Profile, the User loses their access to the Services, i.e., User's authorisations specified in Article IV point 6 of these GTC.

## **VI. Purchase of Tickets using the Service and payment for Tickets purchased on the Website**

1. Tickets can only be purchased by persons with a Customer Profile on the Website created and based on the Order Form. The User may purchase no more than 8 tickets for one Event within one order (Order Form). If the User is interested in buying a larger number of Tickets for one Event, they are obliged to submit another order (send another Order Form).

2. The Order Form is an electronic form containing data about the Event (date, time, place), Buyer's personal data to the extent provided by them for the purpose of registration on the Website and creation of the Buyer's Customer Profile, number and specification of purchased Tickets (e.g., division into sectors, seats, etc., if the Organiser offers such type of Tickets). The Tickets are ordered after the Order Form is filled in, correctness of the provided data in the Order Form confirmed and the Order Form sent by means of the Service. The Ticket order will be automatically cancelled if the User fails to pay the purchase price (entrance fee) for the ordered Ticket in accordance with these GTC and within the time limit set by the Seller and specified in the Customer Profile.

3. The distance Purchase Agreement under which the Seller provides the Ticket for the User is concluded between the User who becomes the Buyer as the first party and Organiser as the second party, when the payment of the purchase price for the ordered Ticket in accordance with these GTC and Seller's instructions specified in the Customer Profile, is made. User's statement confirming that the Buyer has acknowledged these GTC is also an integral part of the Purchase Agreement concluded on the basis of the Ticket order under these GTC, which are an integral part of the Purchase Agreement, and the Buyer fully agrees with them. The statement that all data provided by the User in the order form are true and obligatory are also included in the Purchase Agreement.

4. The User may pay the purchase price for each ordered Ticket without using cash by the CardPay service (for clients of all banks) or by means of internet banking (for clients of selected banks). The payment method of the Ticket price is selected by the User at the time of purchase. It is not possible

to pay Ticket price at the Delivery Points. In case that the User is also the owner of the Gift Voucher, they are entitled to use the Gift Voucher to pay the Ticket purchase price in the manner specified in Art. VII of 13 the GTC.

5. After the payment of the Ticket purchase price is made by the User, the Seller delivers the confirmation of the Ticket purchase price payment to the User by the e-mail specified by the User in the Customer Profile. The Ticket purchase price shall be deemed paid on the day of crediting the funds in the amount of each ordered Ticket purchase price to the Seller's bank account. The Seller is an intermediary in the sale of Tickets for selected Events.

6. When ordering a Ticket, the User chooses the preferred form of the Ticket, either Electronic Ticket or Standard Ticket.

7. If the User opts for Electronic Ticket when ordering, this ticket will be made available at the Buyer's Customer Profile and sent to the e-mail specified by the Buyer in the User's Customer Profile after the payment of the Ticket purchase price is completed. The Buyer may download the Electronic Ticket made available in their Customer Profile in .pdf format and/or print and/or send it to the email address specified by the Buyer. Entry to the Event is only possible upon presentation of a printed version of the Electronic Ticket in accordance with these GTC.

8. If the User chooses to purchase the Standard Ticket when ordering, the Ticket Buyer is obliged to collect it at the Delivery Point within the time limit specified by the Seller in the Customer Profile, after presenting the verification code used for collection of the Standard Ticket, i.e. unless otherwise specified, no later than at the day when the Event takes place and within the opening hours of the Delivery point, but not later than at the time when the Event for which the Ticket is to be issued, starts. The verification code for the collection of the Standard Ticket purchased through the Service is sent to the Buyer's e-mail address specified in their Customer Profile and the code is also made available in the Buyer's Customer profile.

9. In case that entries are verified by a QR code or Barcode, the rule applies that after entering the Event and verifying the entry to the Event with the Ticket, the QR code or Barcode is automatically deactivated, and the Ticket cannot be reused. The Organiser will allow entry to the Event only with the Ticket which code (i.e., QR code or Barcode) will be verified by a reading device as a first one. Repeatedly submitted Ticket or a copy of the Ticket does not entitle its holder to enter the Event, regardless of who submits it.

10. The Ticket serves as a tax receipt for the purchase of the Ticket.

11. Ticket without QR or Barcode or otherwise damaged is invalid and the Ticket Holder will not be allowed to enter the Event.

12. The Buyer is fully responsible for the loss, damage, theft, or other impairment of the Ticket after it is made available for them. In case of loss, damage, theft or other impairment of the Ticket, the Seller will not provide a new/replacement Ticket or refund its purchase price.

13. Purchased Tickets cannot be returned or exchanged neither for other Tickets nor for cash.

14. The Buyer shall not have the right to withdraw from the Purchase Agreement concluded with the Organiser pursuant to the provisions of § 7 para. 6 (k) of the CPL (provision of services related to leisure activities).

15. In addition to the purchase price for the Ticket, the Seller will also charge the Archiving and handling fee to the Buyer fee. The archiving and handling fee will be charged regardless of whether the Buyer

chooses standard or electronic form of Ticket and for each individual Ticket purchased, while The Buyer will find out the specific amount of the Archiving and handling fee in the order form process, always before the binding confirmation of your order. Unless the Seller decides otherwise the purchase of a Ticket without the Archiving and handling fee is not possible, due to the fact that the use of the Service is necessary for the purchase of a ticket and is done by filling out the order form Buyer to use the service with which the Archiving-handling fee is connected. In exceptional cases, the Seller may waive the Archiving and handling fee.

#### **VII. Purchase of a Gift Voucher, use of a Gift Voucher, payment for a Gift Voucher**

1. The User is entitled to purchase a Gift Voucher on the Website, after completing the order form. The Order Form is an electronic form containing data on the Gift Certificate, namely the number of pieces and the nominal value of the Gift Certificate, an indication of the calendar year in which the Gift Certificate is valid /under the rules specified in these GTC/, data on the Buyer to the extent provided by them for the purpose of registration on the Website. The tickets are ordered after the Order Form is completed, correctness of the data provided in the Order Form confirmed and sent by means of the Service. The Gift Voucher order will be automatically cancelled if the User fails to pay the price of the Gift Voucher in the manner specified in the GTC and within the time limit specified by the Seller and defined in the Customer Profile.
2. The conclusion of a distance purchase agreement between the User as one party and the Seller as the second party, under which the Seller delivers a Gift Voucher to the User, takes place after paying the purchase price for the ordered Gift Voucher. Purchasing a Gift Voucher establishes a legal relationship between the User who purchased the Gift Voucher and the Seller. An integral part of the Purchase Agreement concluded under Gift Voucher Order is User's statement confirming that they acknowledged these GTC, which are an integral part of the Purchase Agreement, and the User fully agrees with them, as well as the statement that all data provided by the User in the Order Form are true and obligatory.
3. The User may pay the purchase price for each ordered Ticket without cash, using the CardPay service (for clients of all banks) or by means of internet banking (for clients of selected banks). It is not possible to pay the purchase price of the Ticket at Delivery Points.
4. Following the payment of the Ticket purchase price made by the User, the Seller delivers the confirmation of Ticket purchase price payment to the User by the e-mail specified by the User in the Customer Profile. The Ticket purchase price shall be deemed paid at the day of crediting the funds in the amount of the purchase price of each purchased Gift Voucher to the Seller's bank account.
5. Before the Order Form is sent and confirmed, the User chooses the form of a Gift Voucher they wish to buy, i.e., a Standard Gift Voucher or an Electronic Gift Voucher.
6. If the User opts for the Electronic Gift Voucher when buying a Ticket, it will be made available to the User at their Customer Profile after the payment of the Gift Voucher purchase price is made and it is also sent to the User's e-mail specified in the Customer Profile. The User may download the Electronic Gift Voucher which was made available in the User's Customer Profile in .pdf format and/or print and/or send it to the e-mail address specified by the User.
7. If User opts for the Standard Gift Voucher when purchasing the Gift Voucher, the User is obliged to collect it at the Delivery Point within the time limit specified by the Seller in the Customer Profile, i.e., at the latest within the period of validity of the Gift Voucher and during the opening hours of the Delivery Point, after presenting the verification code intended for collection of the Standard Gift

Voucher. The verification code for the collection of the Standard Gift Voucher purchased through the Service is sent to the User by an e-mail specified by the User in their Customer profile and, at the same time, made available at User's Customer profile.

8. After the receipt of the Gift Voucher, the User is fully responsible for its loss, damage, theft and/or other impairment. In case of loss, damage, theft and/or other impairment of the Gift Certificate, the Seller will not provide a new/replacement Gift Voucher or refund its purchase price.

9. Pursuant to the provision of Art. 7 of CPA, the User who has purchased a Gift Voucher through the Service is entitled to withdraw from the Agreement without giving a reason within 14 calendar days from the date of delivery of the Gift Voucher (from the date of delivery to the e-mail in case of an Electronic Gift Voucher and/or from the date of collection of the Gift Voucher at the Delivery Point). No person other than the User who purchased the Gift Voucher may withdraw from the purchase contract, the subject of which was the purchase of the Gift Voucher. The price of the Gift Voucher will be returned to the User who purchased the Gift Voucher in case that the User withdraws from the purchase contract, no later than 14 days from the delivery of the notice of withdrawal from the contract. Withdrawal from the Purchase Contract under this clause of the GTC is possible by means of an electronic form, which is available on the Website. The User who intends to withdraw from the Purchase Agreement pursuant to this point of the Agreement, is obliged to fill in the electronic form related to the withdrawal in true manner and submit it no later than within the time limit specified in this point of the GTC. [Do you wish to withdraw from the Purchase Contract related to buying you Gift Voucher?](#) In case that there will be any costs related to the return of the Gift Voucher to the Seller or a person authorized by the Seller in connection with the withdrawal from the Agreement under this point, the User shall bear such costs.

10. The User who has purchased a Gift Voucher is not entitled to withdraw from the purchase contract under the previous point of the GTC if the Gift Voucher has been used before the expiry of the withdrawal period.

11. The Gift Voucher can be used to buy Tickets or given to a third party who will use it to buy Tickets. A Gift Voucher that has not been used to purchase a Ticket during the validity period indicated on it expires and cannot be used anymore. Following the expiry of the Gift Voucher without being used for the purpose for which it was intended, the User who purchased the Gift Voucher shall not be entitled to a refund of the price of the Gift Voucher.

12. Full value of the Gift Voucher must be used within a single order, it is not possible to split and use it partially within several orders. The price for the Ticket exceeding the value of the Gift Voucher must be paid by the Gift Voucher Holder when purchasing the Tickets by any of the available payment methods selected to pay for the Tickets under these GTC. The value of the Gift Voucher not used within one order expires and the entire Gift Voucher is considered to be fully used.

13. The Gift Voucher Holder may pay the Ticket price by means of the Gift Voucher as follows: by entering the unique code of the Gift Voucher in the place specified in the Order Form.

14. The purchase of the Ticket by means of the Gift Voucher establishes a legal relationship between the Organiser coordinating the Event for which the Gift Voucher Holder purchased the Ticket as one party and the Gift Voucher Holder as the second party, pursuant to these GTC.

15. The Gift Voucher Holder, who purchased the Ticket by means of the Gift Voucher, enters the legal status of the Buyer and the Ticket Owner.

## **VIII. Alternative methods to acquire Tickets**



1. The Seller may, at their discretion, decide that it will be possible to acquire Tickets (or other goods or services) by means of an exchange for alternative credits in the form of loyalty points or client's credits (hereinafter referred to as "Credits").
2. The Seller may also decide whether Credits can be exchanged for other benefits, such as the discount on the price of the User's order, etc.
3. Credits may be issued by the User directly on behalf of the Seller or the Organizer, who has agreed with the Seller on the possibility to apply the Credits issued to the User to purchase goods or services from the Seller.
4. If the User acquires Credits from the Organiser, the User is obliged to exercise any rights associated with these Credits with the Organiser. The acquisition of such Credits shall be governed by the terms and conditions of the Organiser.
5. The Seller may issue special conditions relating to the acquisition of Credits acquired by User from the Seller. These special conditions may also specify how credits can be exchanged for Tickets (or goods and services).
6. The application of Credits may be subject to provider's terms and conditions on the Credits Exchange for Tickets (or other goods and services) and the terms and conditions adopted by the Organiser who granted such Credits. As a rule, terms and conditions will be available for the User at a link active while the order is being filed.
7. Upon Seller's decision, the use of Credits may be conditioned by the creation of a Customer Profile. After the Customer Profile is created, the Seller is entitled to link and register the validity of Credits to the Customer Profile.
8. The Seller cannot be asked to exchange Credits for money after these have been acquired from the Organiser. This does not exclude the User's claims arising from defects and filed with the Organizer or any right to withdraw from the contract, if possible, under the terms and conditions of the Organizer.
9. The validity of the Credits is limited to a period of 1 year from their acquisition by the User. If Credits are not exchanged for Tickets (or other goods and services) within this period of time, their validity will expire.

#### **IX. Change and/or cancellation of the Event, procedure for returning the price of Tickets**

1. In case of change or cancellation of the Event, the Organiser themselves shall inform the Buyer or through the Seller, provided that the Seller has agreed with the Organiser on the change or cancellation of the Event, as well as the reasons for the change or cancellation of the Event, about the procedure and method of returning Ticket purchase price. In case that the Seller under the previous sentence becomes an entitled party, the Seller shall inform Buyers of the facts under the previous sentence by publishing a notice on the Website and/or by an e-mail sent to the Buyer's email address specified in the Customer Profile.
2. If, according to the Seller's notice on change/cancellation of the Event, the purchase price for each Ticket purchased for the changed or cancelled Event is returned via the Seller, the Buyer is entitled to send a request for purchase price refund for each Ticket purchased for that changed or cancelled Event in the form of an electronic e-mail to the Seller's e-mail address – [reklamacie@predpredaj.sk](mailto:reklamacie@predpredaj.sk) or in writing to the Seller's registered office. In the written request, the Buyer is obliged to provide their first name and surname, title of the changed/cancelled Event, e-mail address specified at the Ticket order purchased for the changed/cancelled Event, order number specified at the Ticket for the

changed/cancelled Event, contact details (i.e. e-mail and/or postal address), on which the Buyer receives the confirmation on completion of Buyer's request, number of the Ticket and the bank account number on which the Buyer requests the Ticket purchase price to be returned. The request for the return payment of the Ticket purchase price for the changed/cancelled Event must include a relevant proof of purchase price return payment for that Ticket (e.g., a bank account statement). Pursuant to this point of the GTC, only Buyer is entitled to request a return payment for the Ticket.

3. The Seller may return the purchase price of the Ticket for the changed/cancelled Event only following an agreement with the Organiser of the changed or cancelled Event. In case that the Organiser of the changed/cancelled Event, does not authorize the Seller on the basis of their mutual agreement to return the Ticket purchase price for the changed/cancelled Event to the Buyer, the purchase price for each purchased Ticket for the changed or cancelled Event will be returned directly to the Organiser. In such case, the Buyer is obliged to send a request for the return payment of the purchase price for the purchased Ticket directly to the address provided by the Organiser of the changed/cancelled Event and specified in the Seller's notice on change/cancellation of the Event.

4. In case of a change in the date of the Event and, at the same time, if there is a mutual agreement between the Organiser and the Seller stipulating that the Ticket Purchase Price is to be returned through the Seller, the Buyer is obliged to claim a refund of Ticket purchase price within 14 days from the date when the changed Event should have originally been taking place, unless the Seller specifies a longer period. Upon the expiry of the said period, the Buyer's entitlement to the return of the purchase price shall cease.

5. In case of change/cancellation of the Event by the Buyer, with the exception to the claims specified in previous points of this Article of GTC, there is no claim for reimbursement of other Buyer's expenses (the Ticket Owner) incurred in connection with the changed/cancelled Event (e.g., transport to the Event location, accommodation, meals, delivery of the Ticket, etc.) towards the Seller.

#### **X. Rights and Obligations of the Ticket Holder**

1. The Ticket Holder is entitled to use the Single-Entry Ticket to the Event for which it was purchased (with the exception of the Ticket entitling the Ticket Holder to repeated entry to the Event lasting one or more days – e.g., music festivals, etc. (hereinafter referred to as the "Multi Entry Ticket"). After leaving the premises where the Event is taking place, the Ticket (with the exception of the Multi Entry Ticket) ceases to be valid, unless otherwise expressly stipulated by the Organiser for that particular Event. The Organiser sets up conditions for the use of Multi Entry Tickets at given Events, to which the Multi Entry Ticket implies.

2. The Ticket Holder enters a contractual relationship with the Organiser of the given Event and declares that they are aware of being obliged to follow the Organiser's or other authorized person's organizational and safety instructions at the Event. Otherwise, the Organiser or the Organiser's authorized person is entitled to turn away the Ticket Holder or limit their movement in the premises of the Event.

3. The User is obliged to check the Ticket and the data on it immediately after it is delivered to the email specified by the Ticket User in the Customer Profile or after the ticket is saved at the Customer Profile or taken over at the Delivery Point. Any faults found on the Ticket shall be immediately referred to by the Ticket Holder in accordance with Article XII of these GTC.

4. The Ticket Holder is obliged to keep the Ticket as a tax document. The Ticket Holder is entitled to use the Ticket only for the intended purpose of the Ticket, i.e., any other use is prohibited.

5. The previous provisions of this Article of the GTC shall apply mutatis mutandis in relation to the rights and obligations of the holder of the Gift Voucher.

#### **XI. Delivery terms and liability for damage**

1. The Standard Ticket is passed to the Buyer at the Delivery Point in person if the Ticket has been purchased by means of the Service and if the Buyer has opted for the Standard Ticket. The Ticket will be passed to a Buyer at the Delivery Point only if they have paid the Ticket price in the manner and within the time limit specified on the Website (Customer Profile) and if the Buyer at the Delivery Point provides a verification code sent to them after the Ticket was purchased. The Buyer is responsible for the proper and timely receipt of the Ticket at the Delivery Point, in accordance with Seller's instructions specified at the Website (Customer Profile) and pursuant to these GTC.

2. Provided that the Buyer has chosen the form of an Electronic Ticket when ordering the Ticket, the Electronic Ticket will be available for the Buyer on the e-mail they have specified when purchasing the Ticket and/or at the Buyer's Customer Profile, provided that the Buyer has paid the price of the Ticket in the manner and within the time limit specified on the Website and in accordance with these GTC.

3. The Buyer accepts the Standard Gift Voucher at the Delivery Point in person, if the Gift Voucher has been purchased by means of the Service, and if the Buyer has opted for the Standard Gift Voucher. Gift Voucher will be passed to a Buyer at the Delivery Point only if they have paid the Gift Voucher price in a manner in accordance with these GTC and within the time limit specified on the Website (Customer Profile) and if the Buyer at the Delivery Point provides a verification code sent to them after the Gift Voucher was purchased. The Buyer is responsible for the proper and timely receipt of the Gift Voucher at the Delivery Point, in accordance with Seller's instructions specified at the Website (Customer Profile) and pursuant to these GTC.

4. Provided that the Buyer has chosen the electronic form of a Gift Voucher when ordering the Ticket, the Electronic Ticket will be available for the Buyer on the e-mail they have specified when purchasing the Gift Voucher and/or at the Buyer's Customer Profile, provided that the Buyer has paid the price of the Gift Voucher in the manner and within the time limit specified on the Website and in accordance with these GTC.

5. The Buyer is fully responsible for the breach of their obligations, in particular, but not exclusively:

a) for damage and loss of the Ticket and/or the Gift Voucher after the Ticket and/or the Gift Voucher is received by the Buyer, or for loss of the verification code on the basis of which the Standard Ticket and/or the Standard Gift Voucher is to be provided to the Buyer,

b) for non-acceptance or late acceptance of Standard Tickets and/or Standard Gift Vouchers stored at the Delivery Point,

c) for failing to check the received Tickets and data stated on the Standard Ticket and/or Gift Voucher immediately after their receipt,

d) for delayed or failed delivery of Electronic Tickets and/or Electronic Gift Vouchers to the Buyer's e-mail or Customer Profile as a result of incorrect or incomplete data provided by the Buyer when ordering the Ticket,

e) for failure to check the delivered Electronic Tickets and/or Electronic Gift Vouchers and the data provided on the Electronic Ticket and/or Electronic Gift Vouchers immediately after delivery of the Ticket to Buyer's e-mail or Customer Profile,

- f) for improper printing of the Ticket and/or the Gift Voucher, in case that the Buyer fails to comply with minimum technical requirements for printing the Electronic Ticket in accordance with these GTC,
- g) for the absence of a printed version of the Electronic Ticket when entering the Event in order to prove Ticket Holder's right to enter the given Event,
- h) for delayed arrival at the Event, or failure to use the Event Ticket,
- i) for damage caused by the absence of antivirus programs and/or other security systems in the technical equipment of the Buyer used for the purchase and storage of the Ticket and/or the Gift Voucher at Buyer's and/or the Ticket Owner's devices,
- j) for damage caused by the neglect of obligations resulting from the general preventive obligation and data protection by the Buyer and/or the Ticket Owner,
- k) for damage caused by the loss of any data, namely in connection with illegal software and related to preservation of data used by the Buyer and/or the Ticket Owner.

6. The Seller shall not be responsible for the damage caused by the third party's software or products used during the purchase or delivery of Tickets, or damage caused by data leakage, loss or damage, provided that the Seller has made reasonable efforts that may be rightfully expected to be performed in order to protect these data.

## **XII. Return policy**

1. The Ticket Holder is entitled to lodge a complaint with the Seller in matters related to the Services provided by the Seller (pursuant to point 3. of the Complaints Procedure), while the conditions for addressing a complaint with the Seller are regulated by the Complaints Procedure, which forms an integral part of these GTC.
2. Unless these GTC stipulate otherwise, the Buyer is obliged to claim any possible complaint directly with the Organiser in any other matters excluded from the Complaints Procedure, i.e. particularly in matters related to organization and arrangement of the Event, its cancellation or change.

## **XIII. Monetary gifts**

1. In the cases selected by the Seller, the Seller may allow the Buyer to make a monetary donation through the Website to an organization engaged in charitable or other generally beneficial activities.
2. As a rule, the Buyer will be able to provide a monetary gift upon the confirmation of the order, but always before the definite dispatch of ordered goods. Such monetary gift shall be granted to the organization indicated in the respective donation template, where must define the purpose undertaken by the Organization to use the donation.
3. The value of the gift may be calculated in different ways. Either:
  - a) the fixed value;
  - b) the value defined at Buyer's discretion;
  - c) a "rounded" order value, wherein the value of the gift is calculated as the difference between the rounded price and the value of the order placed by the Buyer.
4. Monetary gifts will be sent to the Seller's account. The Seller will transfer them to the organization's account within the period of time agreed with the organization, as explicitly agreed by the Buyer upon making the donation.

5. The monetary gift is not part of the price for the service or goods ordered by the Buyer, and therefore, in the event of a complaint or withdrawal from the contract, it will not be returned to the Buyer even if the complaint is upheld or the withdrawal from the contract is valid.

6. The Seller shall be entitled at any time to terminate or suspend Buyer's option to donate money to the organization.

7. The beneficiary of a monetary gift shall always be a selected organization, and there is no donorbeneficiary relationship between the Seller and the Buyer. The provision of a monetary gift by the Buyer is voluntary and the Seller does not provide any benefits in connection with the provision of the gift. The Buyer shall lodge any claim arising from the provision of a monetary gift with the organization.

8. Inquires about the use of a monetary gift must be addressed to the recipient, i.e., the institution. Possibility to accept monetary gifts

In the event that you decide to provide a monetary gift through the Website, your Personal Data included in your Ticket purchase order, as well as the data provided in the monetary gift template, will be processed. Your data will be processed to fulfil our obligation to enable you to make a monetary gift to the selected organization based on the template you have completed. Please note, that even if MADWIRE is not a party to the donation agreement the legal basis for the processing of the Personal Data is the contract performance wherein you are considered the data subject (the legal basis pursuant to Article 6. (1) b), GDPR. Your Personal Data provided in connection with the monetary gift will be processed and stored for 3 years from the date of your donation, and if you donate as a registered user, for the duration of your account and 3 years from its cancellation.

9. If you provide an institution of your choice with a monetary gift, all your personal data you shared with us shall be made available to the involved institution, with which you conclude a contract of gift;

#### **XIV. Provisions applicable to consumers from the Czech Republic**

1. The provisions of these GTC, the Complaints Procedure, the Terms and Conditions of Personal Data Processing and the instructions on the rights to protection of personal data and other documents to which these GTC refer, shall apply to entities defined as Czech consumers within the meaning of the legal regulations applicable in the Czech Republic, unless otherwise stipulated in this GTC article and only to the extent that they do not contradict the provisions of the mandatory legal regulations applicable in the Czech Republic, in particular Act No. 634/1992 Coll., on Consumer Protection, as amended, Act No. 110/2019 Coll., on the Processing of Personal Data, as amended, Act No. 89/2012 Coll., the Civil Code, as amended, and other applicable legal regulations applicable in the Czech Republic.

2. The Buyer, who is a Czech consumer, has no right to withdraw from the Purchase Agreement concerning the Ticket pursuant to § 1829 of the Civil Code applicable in the Czech Republic (withdrawal from the Agreement within 14 days without giving a reason), due to the fact that it is a contract on the basis of which the performance is provided within the specified period (in accordance with the provisions of Section 1837 letter j) of the Civil Code in force in the Czech Republic).

#### **XV. Final provisions**

1. The User is obliged to read GTC in its current wording prior to the provision of binding confirmation of the Ticket and/or the Gift Voucher purchase. The wording of the GTC, which the User acknowledged prior to purchasing the Ticket, shall always be applied in the given relationship.

2. All legal relations between the Seller and the Buyer, or the User shall always be subject to legislation of the Slovak Republic. Relationships that are not regulated in these GTC, the Purchase Agreement and/or in the contract the subject of which is the purchase of the Gift Voucher, shall be governed by the provisions of other relevant legal regulations currently in force within the Slovak Republic.

3. Unless these GTC stipulate otherwise, the communication between the Seller and the User and/or the Buyer resulting from the use of the Services will take place exclusively in electronic form.

4. If the Seller, the User, or the Buyer do not resolve mutual disputes out of court, they shall be entitled to resolve their disputes through judicial channels, and in case of litigation, the jurisdiction of the Slovak court shall be applied according to the rules set out in the relevant legislation of the Slovak Republic.

5. The Complaints Procedure is an integral part of these GTC. [Are you interested in seeing the Complaints Procedure?](#)

In Bratislava, 19th of June 2023

MADWIRE, s.r.o