

## **General Terms and Conditions for Ticket Sale**

of MSFH 2010 s.r.o.

with its registered office at Seifertova 571/5, Žižkov, 130 00 Praha 3, Czech Republic,

company ID: 03955354,

entered in the Commercial Register administered by the Municipal Court in Prague, section C, file 236831,  
regarding the sale of goods (tickets) via the e-shop located at the URL [www.mightysounds.cz](http://www.mightysounds.cz).

### **1. Initial clauses**

1. These general terms and conditions (hereinafter referred to as the “General Conditions”) of MSFH 2010 s.r.o., with its registered office at Seifertova 571/5, Žižkov, 130 00 Praha 3, company ID: 03955354, entered in the Commercial Register administered by the Municipal Court in Prague, section C, file 236831 (hereinafter referred to as the “Seller”) govern the parties’ respective rights and obligations arising from or in connection with the purchase contract (hereinafter referred to as the “Purchase Contract”) concluded between the Seller and another natural person (hereinafter referred to as the “Buyer”) via the Seller’s e-shop in accordance with the provisions of Section 1751, paragraph 1 of Act no. 89/2012 Coll., Civil Code (hereinafter referred to as the “Civil Code”). The Seller’s e-shop is located at the URL [www.mightysounds.cz](http://www.mightysounds.cz) (hereinafter referred to as the “Webpage”).
2. These General Conditions including the refund policy regulate the rights and obligations of the Seller and Buyer in connection with the sale of tickets for any cultural, social, sports or other events (hereinafter referred to as the “Event”) via the e-shop on the Webpage.
3. “To contact the Seller” shall be understood to mean “to contact an authorized representative of the Seller using either a specific phone number or e-mail address of an authorized representative, provided these are available to the Buyer, or the general phone or e-mail contact given on the Webpage”.
4. These General Conditions are an integral part of the purchase contract concluded between the Seller and the Buyer. By purchasing the tickets, the Buyer agrees that he or she has read these General Conditions and understands that these General Conditions are part of the contract between him or her and the Seller.

### **2. Subject of the contract**

1. The subject of the contract is the Seller’s obligation to supply to the Buyer the requested number of tickets for the Event selected by the Buyer, and the obligation of the Buyer to pay the price of the tickets to the Seller.
2. The Purchase Contract between the parties is concluded when the Buyer pays for the requested

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tickets.

3. After the Buyer pays for the tickets, the Seller is committed to delivering the tickets to the Buyer without unreasonable delay. If the Buyer purchases the tickets via the e-shop, they will be delivered in electronic form to the e-mail address submitted by the Buyer. The Buyer is not entitled to receive the tickets until he or she pays the full amount of the ticket price to the Seller's bank account.
4. All of the Seller's obligations arising from the Purchase Contract are met once the ordered tickets are delivered to the Buyer.
5. The tickets shall not be sent by post (including cash on delivery).

### **3. Rights and obligations of the parties in relation to the Event**

1. The Events for which the tickets are sold are organized by the Seller. The purchase of the tickets for these Events creates a legal relationship between the Buyer and the Seller (as the organizer of the Event). The Seller is responsible for performing the obligations of the organizer of the Event, arising from the contractual relationship between the Buyer and the Seller as the Event's organizer.
2. By purchasing the ticket, the Buyer commits to adhere to the organizer's rules of the Event and to the rules and regulations of the venue where the Event takes place.
3. By purchasing the ticket, the Buyer acknowledges that the programme, date and location of the Event may be subject to change.
4. The Seller has no responsibility for the validity and authenticity of tickets bought anywhere except the Webpage.

### **4. Terms and conditions for ticket purchase and payment**

1. The price of each ticket is indicated with each Event. Any additional costs (if applicable) are given as well.
2. When purchasing tickets via the Webpage, there are only two payment options: (a) payment by card that is enabled for online payments; (b) payment by wire transfer to the Seller's bank account.
3. The Seller shall not be liable for any costs incurred by the Buyer that emerge from the relationship of the Buyer and the bank that issued the Buyer's payment card or maintains the Buyer's bank account.
4. The tickets shall not be sent by post (including cash on delivery).

### **5. Withdrawal from the contract**

1. In accordance with the provisions of Section 1837, letter j) of Act no. 89/2012 Coll., the Civil Code, as
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last amended, the Buyer is not entitled to withdraw from the contract concluded between the Seller and Buyer in accordance with the provisions of Section 1829 of the Civil Code (withdrawal from the contract within 14 days without giving any reason) due to the fact that this is a contract on leisure time activities and the Event takes place in a specified timeframe.

## **6. Refund policy**

1. All claims and complaints regarding tickets purchased via the Webpage are governed by these General Conditions and by the refund policy as specified in this section 6.
  2. The Buyer is entitled to be refunded the full ticket price only under the conditions specified below.
  3. The Buyer is not entitled to ticket replacement. If the ticket is damaged, destroyed, lost or stolen, it shall not be replaced by a new one and the Buyer shall not be refunded.
  4. The Seller shall not be liable for failed delivery of the ticket due to causes on the part of the Buyer, e.g. when the delivery to the Buyer's e-mail address fails due to a full mailbox, spam filter etc.
  5. If the Buyer has not received the ticket within two hours following the payment, i.e. two hours after the full ticket price is credited to the Seller's account, the Buyer must contact the Seller immediately, within 48 hours at the latest, starting with the end of the above-mentioned period for ticket delivery, and inform the Seller that the Buyer has not received the purchased ticket. For identification purposes, the Buyer must give the Seller the name and the e-mail address he or she filled out when purchasing the ticket. If the Seller finds out that the ticket was indeed not delivered, the Seller shall proceed as follows:
    - a) the Seller undertakes to re-send the ticket to the Buyer's e-mail address within 24 hours (1 hour before the start of the Event at the latest);
    - b) if the Event already took place, the Seller undertakes to refund the ticket price to the Buyer within 14 days of the day the Buyer made the claim.
  6. If the Seller, as the organizer of the Event, cancels the Event altogether, the Buyer will be informed about the cancellation using the contact information provided (e-mail, phone number, address, fax etc.). The Seller shall not be held responsible if the buyer cannot be reached in time or if the notice of cancellation is sent in time but received with a delay.
  7. If the Seller, as the organizer of the Event, cancels the Event altogether, the Seller will refund the full ticket price to the Buyer as specified below.
  8. If the conditions of the refund policy are met in accordance with clause 7 of this refund policy, the ticket price shall be refunded to the Buyer using the payment card details used for the payment or, if the payment was made via wire transfer, using the details of the bank account used for the transfer. The full ticket price shall be refunded within 14 days of the day the Event was cancelled.
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## 7. Personal data protection

1. The Seller processes the Buyer's personal data in order to fulfil the terms of the contract concluded between the Seller and the Buyer pursuant to article 6(1)(b) of the Regulation (EU) 2017/679 of the European Parliament and of the Council on the protection of personal data. The extent of personal data provided by the Buyer for these purposes shall not exceed the following: first name, second name, e-mail address, telephone number, and bank account number or payment card number. The minimum extent of personal data required by the Seller to be provided by the Buyer as a condition for concluding the contract shall include the following: first name, second name, and e-mail address. Bank account number or payment card number are kept on record in the Seller's accounting and banking statements without being linked to other personal data and are not processed in any manner.
  2. The purposes for processing personal data include namely:
    - a) to deliver the ticket to the Buyer and inform the Buyer on changes related to the Event;
    - b) to identify the Buyer when handling claims in accordance with the refund policy specified in section 6.
  3. The Buyer enters their personal data using the Webpage and the Tiketbox software. If there is an error in the personal data (e.g. a typing error in the name or telephone number), the Buyer must in his or her own interest contact the Seller and seek to rectify the error. The Seller shall store the personal data for as long as necessary, but for 12 months at most, and then delete it. If the Buyer wishes to have these data deleted earlier, he or she may contact the Seller and request an early deletion.
  4. The Seller shall store e-mail addresses of all Buyers for an unlimited period of time and use these addresses for the purposes of sending promotional offers. During registration, the Buyer may check a clearly marked field signifying that he or she does not want to receive promotional offers so that his or her e-mail address shall not be added to the mailing list. If the Buyer decides later that he or she does not want to receive promotional offers, he or she may reply to the e-mail, stating that they do not want to receive such offers anymore, and the e-mail address shall be removed from the mailing list. The Buyer may also directly contact the Seller in order to express his or her disagreement with receiving promotional offers.
  5. The Seller collects statistics about the number of tickets sold for each Event and each year. These statistics are created based on personal data collected from Buyers which are, however, fully anonymized by the Tiketbox software, and it is therefore not possible to identify individual Buyers from these statistics.
  6. At the Events, the Seller (as the organizer) collects photo and short video recordings for the purpose of promoting the Events online. When recording such material, the Seller attempts to respect the visitors' privacy to the maximum extent possible. If the Buyer finds out that he or she has been
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captured in such a recording and that he or she is clearly recognizable, they may contact the Seller and request that the Seller takes additional technical measures to ensure the Buyer (as a visitor) is not identifiable, typically by artificially blurring the Buyer's likeness.

7. The Buyer has the right to contact the Seller or the Office for Personal Data Protection at any time with requests or complaints relating to the processing of his or her personal data.

#### **8. Concluding clauses**

1. If any provision of these General Conditions proves to be invalid or ineffective, the validity and effectiveness of the remaining provisions of these General Conditions and refund policy shall not be affected. The invalid or ineffective provision is separable from the remaining provisions.
2. The Seller may change these General Conditions at any time.
3. All the provisions that are part of these General Conditions including the refund policy, as well as the contractual relationship between the Buyer and the Seller are governed by the Czech law.

**In Prague on 15 May 2018, MSFH 2010 s.r.o.**

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