

BUSINESS TERMS AND CONDITIONS AND GUARANTEE CLAIM GUIDELINES – VÝSTAVIŠTĚ PRAHA TICKETS
General and Business Terms and Conditions and Guarantee Claim Guidelines regulating the provision of ticket service for cultural, social, sporting and other events through the VSTUPENKY (TICKETS) VÝSTAVIŠTĚ PRAHA network (hereinafter referred to as the "**Business Conditions**"), operated by the Výstaviště Praha, a.s. company, ID: 256 49 329, with its registered office at Výstaviště 67, Bubeneč, 170 00 Prague 7, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 5231.

I. INITIAL PROVISIONS

1. *These Business Conditions and Guarantee Claim Guidelines govern all purchases of tickets for cultural, social, sporting or other events (hereinafter referred to as the "**Events**") realized through the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network of the Výstaviště Praha, a.s. company. The VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network shall mean the interconnected on-line sales points (i.e. sales points of the Výstaviště Praha, a.s. company and the sales points of contractual partners of the Výstaviště Praha, a.s.), and on-line sales on the VSTUPENKY VÝSTAVIŠTĚ PRAHA website at the address vstupenky.vystavistepraha.eu. The purchase of tickets through the sales network is also considered to be a purchase through mass orders through the trade department of the Výstaviště Praha, a.s. company. By purchasing a ticket in any form the customer expresses his consent with these Business Conditions and undertakes to comply with them.*
2. *Výstaviště Praha, a.s. is not the organizer of the individual Events for which the tickets are sold, except for the cases where the Výstaviště Praha, a.s. company expressly states that it is the organizer of the Event. In case that Výstaviště Praha, a.s. is not the organizer of the Event, the Výstaviště Praha, a.s. company secures sales and distribution of tickets for individual Events always in the name and on behalf of their organizer, on the basis of the authorisation granted by the contract with the organizer of the Event. By purchasing a ticket for the Event, a legal relationship arises between the customer purchasing the ticket and the organizer of the Event. Therefore, the customer is entitled to apply all his claims solely to the organizer of the Event. The customer acknowledges that the Výstaviště Praha, a.s. company is not in any way responsible for organizing any Event and/or for the fact that the Event is not held, nor it is responsible for any change to the Event or its date or venue, nor it is responsible for their course, or for any events which may occur during the Event or anything that would have originated in the Event. The Výstaviště Praha, a.s. company is not responsible for any damage or any other injury that would occur to the customer or to any third party in connection with the Event. In particular, the Výstaviště Praha, a.s. company is not responsible for the costs incurred by the customer in connection with the Event, its change, cancellation or taking place. For these reasons, the customer is always required to apply his claims related to the Event with the organizer of the Event. The Výstaviště Praha, a.s. company bears responsibility towards the customer only if it is the organizer of the Event. The Výstaviště Praha, a.s. company is not responsible for the acts of the organizer of the Event, or for the content and the course of the Event.*
3. *In the context of entering into a particular Event, the customer is always obliged to follow the rules set by the organizer of the Event. He is also obliged to follow the operational and visiting rules of the venue of the Event, as well as he is obliged to fulfil the obligations of the operating rules of Prague Exhibition Grounds (Výstaviště Praha) premises, which are displayed on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu.*
4. *The organizer of each Event has the right to change its programme, date and venue. By purchasing a ticket, the customer acknowledges this right of the organizer and agrees with it.*
5. *The Výstaviště Praha, a.s. company is not responsible for the validity and authenticity of tickets purchased outside the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network. The customer acknowledges that the tickets can be purchased exclusively at the sales network of the Výstaviště Praha, a.s. company or through a sales portal on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu.*

II. PROCEDURE FOR TICKETS PURCHASE, TICKET HANDLING AND OBLIGATIONS OF THE TICKET HOLDER

1. *The customer carries out the purchase of a ticket for the Event selected by the customer:*
 - (i) *personally for a cash payment or a payment made by a payment card at the cash desk(-s) of the Výstaviště Praha, a.s. company located at the premises of the Prague Exhibition Grounds (Výstaviště Praha); or*
 - (ii) *through the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales portal placed on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu, thus it is possible to purchase the ticket in cashless form through a payment gate or cash on delivery, with the ticket being issued to the customer only after payment of its price. In addition to the purchase of a ticket the customer has the option to order a transport service in the form of a postage or shipping charge (hereinafter referred to as the "**Distribution Fee**"), which the customer is obliged to pay for the price of the ticket.*
2. *With the prices of tickets and the Distribution Fee, the customer can get acquainted with on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu, or the customer will be acquainted with them at the sale point of the Výstaviště Praha, a.s. company – at the premises of the Prague Exhibition Grounds (Výstaviště Praha).*
3. *By the purchase of the ticket the customer acknowledges and agrees that, for the reason stated in Section 1837 (j) of the Civil Code, it is not possible to withdraw from the purchase of the ticket in accordance with the procedure of Section 1829 of the Civil Code (withdrawal within 14 days without giving a reason), as in this case it is a contract for the use of free time and performance (participation in the Event to which the ticket entitles) which is provided on a specified date.*
4. *The Výstaviště Praha a.s. company recommends that the customer always keeps the purchased ticket (in its classical or electronic form) safely, never exhibits it and displays it. By their publishing, the customer exposes himself to the risk of abusing the barcode and the number of tickets purchased and consequently runs the risk of not being allowed to enter the Event. This recommendation applies in particular to the publication of photographs of the ticket on social networks such as Facebook, Twitter, Instagram, etc. The Výstaviště Praha a.s. company reminds the customer of the fact that a further re-sale of the ticket is not allowed.*
5. *The ticket is non-transferable. The purchased ticket cannot be returned, exchanged and the paid admission fee to the Event is not refunded unless the Organizer cancels the Event or changes the Event date. The ticket expires after leaving the premises of the Event taking place. Any intervention by somebody else made on a ticket means that the ticket becomes invalid and its holder will not be allowed to enter the Event venue. A ticket is a token of value and any its alterations or counterfeits are considered to be unlawful acts and will be notified to the relevant government authority without any further notice. By purchasing the ticket a contractual relationship between the ticket holder and the organizer of the Event is created.*
6. *The Výstaviště Praha, a.s. company or the organizer of the Event are not responsible for damage caused to the property and health of visitors to the Event, if they are caused by illegal or otherwise inappropriate conduct of the ticket holder or other persons present. In order to protect visitors and other persons participating in the Event, the ticket holder is obliged to identify properly himself at the request of the organizing service at the venue of the Event by presenting his ID card, passport or another personal document. The organizer and other authorized persons reserve their right to make a record from the Event in order to protect persons and property. In the event of making photographic and other records during or in connection with the Event, the ticket holder gives his consent to their use without any financial compensation. The organizer reserves the right to change the Event programme. In the event of cancellation of the Event, the organizer shall notify the substitute date or the way of refund of the admission fee no later than ten (10) days prior to the Event taking place. Reimbursement of the costs associated with accommodation, travelling expenses etc. is not provided.*

7. The ticket purchased by the customer in the VSTUPENKY VÝSTAVIŠTĚ PRAHA network is an entrance ticket for the Event shown at the entrance ticket. The ticket holder treats the ticket on its own responsibility for the purpose for which it serves and under the terms and conditions of these Business Conditions. The ticket purchased in the VSTUPENKY VÝSTAVIŠTĚ PRAHA network contains a unique number and a QR code, when these identification

characters entitle the ticket holder to enter the Event venue only once and only when it is used for the first time. In the event of copying the ticket purchased in the VSTUPENKY VÝSTAVIŠTĚ PRAHA network, the ticket becomes invalid and the holder of the ticket copied in this manner is not allowed to enter the Event venue.

III. GUARANTEE CLAIM GUIDELINES

1. All claims relating to tickets purchased in the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network are governed by these Business Conditions.
2. By purchasing the ticket the customer acknowledges and agrees that the Výstaviště Praha, a.s. company is not the organizer of the Event, and therefore the terms and conditions stated in Article I (2) of these Business Conditions apply in relation to the customer's claims that have its legal reason in the Event.
6. The admission fee paid by the customer is not refunded unless expressly stated otherwise in these Business Conditions.
7. The purchased ticket is not exchanged. In the event of damage, destruction, loss or theft of the ticket, the ticket will not be replaced by a new one and the customer will not receive any compensation.
8. In the event that when purchasing the ticket the customer selects tickets to be delivered via the Česká pošta s.p. (Czech Post Office) or via courier service to the address in the Czech Republic or to the address in Slovakia and the tickets are not delivered to him in this manner, the customer will inform the Výstaviště Praha, a.s. company which will immediately make a claim to the Česká pošta s.p. or the courier service. In the event of delivery to the address in the Czech Republic, the processing of this claim takes maximally 30 days, in the event of delivery outside the Czech Republic, the processing of this claim takes maximally 60 days, but at all times at least for the time required to process the claim at

- the postal (courier) carrier. If the result of a claim procedure with the Česká pošta s.p. or a courier service is finding that a ticket was lost due to reasons that outside of the power of the customer, Výstaviště Praha, a.s. company will notify the customer of the result and return the money paid for the non-delivered tickets including the delivery fee.
9. In the event that the organizer cancels the Event completely, the customer who provided his contact (e-mail, postal address, etc.) to Výstaviště Praha, a.s. will be informed through this contact that the Event is cancelled. The Výstaviště Praha, a.s. company is not responsible to the customer if he cannot be reached through this contact in a timely manner or if the customer receives a notification of cancellation sent on time with a delay.
 10. If the organizer cancels the Event completely, the Výstaviště Praha, a.s. company will return the admission fee as described below only to the amount that the organizer will provide to it for this purpose, as the Výstaviště Praha, a.s. company acts only in the name and on behalf of the organizer of the Event. In the part where the customer's claims are not satisfied, only the organizer of the cancelled Event is responsible to the customers.
 11. If the Event is cancelled completely, when the customer who already paid the ticket for this Event properly in the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network, personally received the ticket or received the ticket by another sales channel, the current procedure for returning the ticket will be published on the website of the Výstaviště Praha,

a.s. company at the address vstupenky.vystavistepraha.eu. The return procedure itself is as follows:

- (i) if the ticket was purchased by a customer at a particular point of sale of the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network operated by the Výstaviště Praha, a.s. company, the admission fee will be paid to the customer if the customer presents an undamaged ticket without undue delay to the sales point where he purchased it, however, at the latest within the period stipulated by the Výstaviště Praha, a.s. company. Given that the Výstaviště Praha, a.s. company acts in the name and on behalf of the organizer of the cancelled event, another place can be specified by the instruction of the organizer where the organizer of the Event will return the admission fee; or
- (ii) if the ticket to the cancelled Event was purchased through the sales portal on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu, the customer will complete the form for returning the ticket in the ticket contact / refund section without undue delay, but not later than the deadline set for returning the admission fee. The admission fee will be returned to the customer account by bank transfer or via the card centre, which the customer will communicate in writing to the Výstaviště Praha, a.s. company for this purpose. Given that the Výstaviště Praha, a.s. company acts in the name and on behalf of the organizer of the cancelled Event, another place can be specified by the organizer where the organizer of the Event will return the admission fee.

In all the above mentioned cases, the responsible person for the return of the admission fee is solely the organizer of the Event with which the customer is in a contractual relationship. The Výstaviště Praha, a.s. company is not responsible for the obligations of the organizer of the Event against its customer, who purchased the ticket to the Event through the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network, and therefore it is not the obligatory subject of returning the admission fee to the customer.

12. The customer is obliged to apply any claims related to the Event taking place or not taking place solely at the organizer of the Event, which is not the Výstaviště Praha, a.s. company. At the customer's request, the customer will be given direct contact to the organizer if it is not mentioned directly on the ticket and/or on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu.
13. Any claims and possible inquiries must be delivered by the customer by e-mail to the trade department of the Výstaviště Praha, a.s. company, without undue delay, to the following e-mail address: _____ @ _____
14. By purchasing the ticket the purchaser acknowledges that at the Výstaviště Praha, a.s. company it is not possible to apply a claim concerning a ticket for any Event not purchased by the customer in the VSTUPENKY VÝSTAVIŠTĚ PRAHA sales network, operated by the Výstaviště Praha, a.s. company, i.e. in the manner specified in Article II (1) of these Business Conditions.

IV. FINAL PROVISIONS

1. If any provision of these Business Conditions is invalid, the remaining provisions of these Business Conditions remain unaffected.
2. In the event that between the organizer of the Event and a customer who is a consumer, a consumer dispute arises in connection with the purchase of a

ticket for the Event organized by the organizer or in connection with taking place or the course of the organized Event that cannot be solved by mutual agreement between this customer and the organizer, the customer may submit a proposal for an out-of-court settlement of such a dispute to a designated non-judicial consumer disputes body such as the Czech

Trade Inspection Authority, Central Inspectorate – ADR Unit, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: <http://adr.coi.cz>. The customer can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

3. The Výstaviště Praha, a.s. company reserves the right to change and update these Business Conditions at

any time. The validity of such a change in the Business Conditions takes effect by publishing it on the website of the Výstaviště Praha, a.s. company at the address vstupenky.vystavistepraha.eu.

4. This wording of the Business Terms and Conditions is valid with effect from 20 April 2018.