

OEF s.r.o.

Registered Office: Bukovka 73, 533 41 Lázně Bohdaneč

Commercial Register: Regional Court in Hradec Králové, section C, file 43891 | Company ID: 08174539

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General Terms and Conditions for Ticket Sale

of OEF s.r.o.

with its registered office at Bukovka 73, 533 41 Lázně Bohdaneč, Czech Republic,
company ID: 08174539

entered in the Commercial Register administered by the Regional Court in Hradec Králové, section C, file 43891 regarding the sale of goods (tickets) via the e-shop located at the URL www.obsceneextreme.cz

1. Initial clauses

1. These general terms and conditions (hereinafter referred to as the "General Conditions") of OEF s.r.o. with its registered office at Bukovka 73, 533 41 Lázně Bohdaneč company ID: 08174539 entered in the Commercial Register administered by the Regional Court in Hradec Králové, section C, file 43891 (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.obsceneextreme.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 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 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 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 for reasons other than those specified in clause 4 of this refund policy, and the Buyer contacts the Seller in due time as specified above, 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.

7. Personal data protection

1. The Seller collects and stores personal data provided by the Buyer during ticket purchase. This data shall be collected and stored only in the extent necessary for ticket sale. The Seller collects and stores this information on electronic media in a secured data storage site, which is accessible only to persons authorized to process these personal data. The data are protected in accordance with Act no. 101/2000 Sb., on the Protection of Personal Data, as last amended. The Seller undertakes to collect and store the personal data only for the time necessary to perform all rights and obligations between the Buyer and the Seller related to the purchase of the ticket via the Website. The Seller may authorize a third party to process these personal data in accordance with the Act on the Protection of Personal Data.

2. The Seller processes personal data collected during ticket sale solely for the following purposes:

a) to deliver the ticket to the Buyer, inform the Buyer on changes related to the Event and admit the Buyer to the Event;

b) to identify the Buyer when handling claims in accordance to the refund policy specified in these General Conditions;

c) to fulfil the Seller's legal obligations.

3. By providing these personal data to the Seller, i.e. by purchasing the ticket, the Buyer consents with the processing of the Buyer's personal data by the Seller in the above-mentioned manner.

4. The Seller shall not use these personal data for marketing purposes.

5. If there is an error in the personal data (e.g. a typing error in the name or telephone number), the Buyer must contact the Seller and rectify the error.

6. The Seller shall store the personal data for as long as necessary, but for 3 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.

7. The Seller may use the Buyer's contact details to send the Buyer promotional offers, provided the Buyer expressly requests to receive these offers.

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 Bukovka on 20th March 2019, OEF s.r.o.