

**General terms and references (This is a english translation. In case of any dispute the legally binding official Czech version is to be used):**

These terms and conditions regulate the rights and obligations of Diffevents s.r.o. based Košická 50/11, Vršovice, 101 00 Praha 10, IČ: 068 77 559 registered in the public registry of Městského soudu v Praze, section C, 289512 (further referred to as "Seller" or "Event organizer") and other parties to contracts as well as other terms and conditions which serve as basis for the seller to sell tickets to social, sports cultural and other events to the customer (further referred as "Events") organised by or associated with the seller. The customer agrees to pay the agreed price for the ticket(s) and to comply with the General terms and reference (further referred to as "GTR"). These GTRs regulate the seller-buyer agreement no matter the form on which the contract has come in existence and as rules for the Events organised by the Event organizers. The buyer agrees to comply with the rules of the venue the Event is taking place at.

Event organizers have the right to change the program, dates and place of the Event. Buying the ticket confirms that the buyer agrees to this.

The Seller does not take responsible for validity of tickets bought outside of the internet sales taken place at [www.junktown.eu/vstupenky](http://www.junktown.eu/vstupenky) (further referred as "web sites"). The ticket should be safely stored and not made public. If you publish your ticket you risk that the QR code and your ticket number could be copied and you might not get the access to the Event due to someone else used your information. We refer mostly to making your ticket or pictures of it public on social media such as Facebook, Twitter, Instagram etc. At the same time we strongly advise against buying a secondhand ticket which might not be valid and will not enable you to enter the Event.

The seller reserves the right to single sidedly change the GTR with immediate effect on all parties after publicising them on the web site.

**Art. I. Tickets, prices and payment**

A complete list of tickets terms and prices is always listed on the website [www.junktown.eu/vstupenky](http://www.junktown.eu/vstupenky). The tickets can be bought by a person 18 years and older as well as the entry to the event will be only granted to a person 18 years and older. The seller takes no responsibility for person under 18 years who enter the area of the event.

The buyer is obliged to register with his name as stated on his/her id card which has to be presented at the event entrance. This name will be also at the ticket. Each buyer is limited to 1 ticket. The buyer has to state the real name and other requested information otherwise the ticket will not be valid and the seller will not reimburse the price of the ticket.

The seller reserves the right to change the ticket offer. The buyers takes note of this. The seller is not obliged to send the complete list of goods and services in written form.

The prices are listed at the website and all prices include VAT. The buyer reserves the right to change the prices. The buyers takes note of this.

The price of the tickets has to be paid cashless according to the information listed at the website or to the email sent to the buyer. The tickets have to be paid within 7 workdays from the day of the order of the tickets. If the payment is not made within this limit the ticket will be offered again at the website.

The payment of the tickets means the arrival of the complete amount at the bank account of the seller.

#### **Art. II Contract and delivery terms**

The GTR define a contract as signed when the buyer orders the ticket from the seller via the website and the seller accepts it.

Because of legal reasons defined in the § 1837, j) of the civil code it is not possible to withdraw from the contract according to the § 1829 of the civil code (14 days since the contract was signed), due to the character of the contract which deals with Event taking place at a specific time.

The ticket will be send to the buyer electronically to the registers email address. This ticket containing the QR code and the name entitles the buyer to enter the Event and the ticket can be presented electronically or in a printed version. On who can buy a ticket see art. I.

With the ticket the buyer gains access to the junktown.eu user website where the Organizers publish further information on the Event. The access is secured through a username and password (the buyer receives it from the seller). It is not allowed to let third party enter the system and the information given by the organizer is not to be shared with others.

The accounts might be deleted after the Event. The seller might also deny access to those users who will break the arrangements set by these GTR. The buyers takes note of this.

#### **Art. III How to make the transfer of the ticket to another person.**

The change of the ticket holder is a special tool and the buyer does not have the right to do that on his own. Such a change might be granted by the seller in case the buyer can not participate at the event. It can be only done after previous approval by the organizer via [registrace@junktown.eu](mailto:registrace@junktown.eu). The request for change must be sent from the e-mail account stated at the registration by the buyer and can be done at least 14 days before the event starts. Those sent later will not be taken in account.

The request must contain the name and email of the person that will replace the buyer of the ticket. The change is only valid after the validation by the Organizer of the event. This will be made by e-mail sent to the buyer and the new owner of the ticket.

The ticket of the previous owner is through the previously mentioned action not valid any more and the previous owner is to delete or destroy it. The new owner will receive a new ticket with his/hers details.

#### **Art. IV Cancellation of the event, change of dates**

In case of a change of date within the 30 days timeframe there will be no refunds and the ticket is valid for the new dates.

In case of cancellation of the event the buyer will be refunded the full price of the ticket unless the event is canceled due to reasons which could not have been affected by the seller. Such as third persons breaking of agreements, natural disasters, terrorist attacks, war, lack of resources, water or energy.

In case of cancellation of the event during the event of any reason the buyer will not be refunded not even for the part that did not take place.

In case the buyer will have the right for a refund, it will be sent to a bank account of original payment. This is not the case if the ticket was transferred to another person. In this case other arrangement will be made with this person.

#### **Art. V Liability for damages**

1. The seller is responsible for and has the obligation to reimburse the buyer for any damages caused by the seller in accordance with general law regulation.

2. LIMIT of the reimbursement is the price of the ticket. The seller will not reimburse for the damages, which were unforeseeable in the time of contract. The seller will not reimburse the buyer for non material damages in the sense of § 2971 of the civil code. If not agreed otherwise the reimbursement will be paid in money.

#### **Art. VI Privacy policy**

The buyer will handle all the personal information as confidential and will use them for his (or partners) marketing purposes and are collected in accordance with the corresponding law. The buyer agrees that the seller will use his/her personal information (name, address, date of birth, phone number, email, signature) in order to fulfill the contract and for marketing purposes. This agreement can be withdrawn by the buyer via email [registrace@junktown.eu](mailto:registrace@junktown.eu).

#### **Art. VII**

These GTR and the contract arrangements stemming from them between the buyer and the seller and any disputes are to be resolved according to the Czech legal system.