

General Terms and Conditions for the Sale of Tickets to Events of the Prague Radio Symphony Orchestra (PRSO)

1. General provisions and definition of terms

1.1 Czech Radio, Vinohradská 12, 120 99 Prague 2, was established by Act No. 484/1991 Coll., on Czech Radio. Company Reg. No. 45245053 and VAT No. CZ45245053.

1.2 "Czech Radio" is the organiser of concerts and performances of the Prague Radio Symphony Orchestra (PRSO) at sites designated for operation of musical cultural events (hereinafter "performances").

1.3 The "customer" is a person who has concluded a purchase agreement with Czech Radio for the purchase of a ticket (as this term is defined further in these Terms and Conditions) to a performance at the Czech Radio box office, contractual box offices and information centres and points of sale of the company GoOut, s.r.o. or via the internet on the web pages socr.rozhlas.cz or www.goout.cz. Sale of tickets through GoOut, s.r.o. is governed by the general terms and conditions of that company. These General Terms and Conditions apply exclusively to the purchase of tickets provided by Czech Radio directly.

1.4 "Czech Radio box office" shall mean the box office at the Czech Radio Shop, Vinohradská 12, Prague 2, run by the company Radioservis, a.s.

1.5 A "standard ticket" is a printed ticket that can only be purchased at the points of sale of the GoOut network, the Czech Radio box office and at the sites of certain concerts.

1.6 An "e-ticket" is a ticket purchased over the internet featuring a numbered bar code that the Customer receives in PDF format to print out by printer themselves, after having ordered and paid for the ticket.

1.7. A "gift ticket" is a standard ticket without the price listed.

1.8 A "patron ticket" is a ticket that can be purchased for PRSO subscriber and special concerts for the front row of the middle balcony in the Rudolfinum's Dvořák Hall.

1.9 A "subscriber ticket" is a pre-paid ticket to a series of concerts in a single PRSO concert season. A list of the pre-paid concerts is always indicated on the subscriber ticket.

1.10 All the aforementioned tickets shall hereafter be collectively termed "tickets".

2. Tickets purchased over the internet (e-ticket)

2.1 An e-ticket can be purchased at the latest 15 minutes before the start of the performance in question. After that the Customer may only purchase a standard ticket at the evening box office before the performance.

2.2 When purchasing a discounted e-ticket (student, disability, senior, child, etc.), a valid document entitling the holder to the discount must be presented at the ticket check.

2.3 When purchasing e-tickets, tickets for multiple performances can be purchased through one transaction.

2.4 When purchasing an e-ticket, the Customer is not charged any handling fee beyond the current price of the ticket. Delivery of e-tickets is only possible in electronic form, either to an e-mail address or in the form of an SMS text.

2.5 After completely filling out the e-ticket order form, the total purchase price the Customer is obliged to pay is displayed to them. The displayed purchase price is the current price for the ordered performances and is the final price, i.e. including any potential discounts provided. Payment of the e-ticket price takes place exclusively by cashless payment on the GP webpay payment gateway.

2.6 Czech Radio is not responsible for the course of payment on the GP webpay payment gateway.

2.7 The numbered bar code on the e-ticket can only be read once by a scanning device upon

entry, meaning any further submission of the numbered bar code in printed or SMS form will not be accepted for an e-ticket presented in this manner and entry to the venue will not be permitted, regardless of who submitted the aforementioned ticket.

2.8 Czech Radio is not responsible for any difficulties caused by unauthorised usage or copying of an e-ticket. Counterfeiting thereof is prohibited and may also be criminally punishable. An e-ticket shall be invalid if the information needed to check it is not evident or it has been altered by subsequent modifications.

3. Internet reservation of tickets

3.1 Czech Radio allows the Customer to make an internet reservation of tickets for selected performances of their own discretion.

3.2 In the case of internet reservation of tickets, the Customer selects the desired performances, the time, specific seat, Customer category, discount coupon and the method of delivery and payment of the ticket. If picking up the tickets at the box office is selected, the discount coupon can only be used at the Czech Radio box office.

3.3 After making the reservation the Customer receives an e-mail, a "final recap", which contains the unique number of the reservation and in the case that picking up the tickets at the box office is selected, the ticket desk is notified. Based on this the box office staff shall sell the Customer the corresponding reserved tickets.

3.4 The "final recap" e-mail that the Customer receives after completing the internet reservation also contains information on the final deadline for picking up the tickets at the box office before the performance begins. If a Customer fails to pick up the tickets based on these instructions, Czech Radio shall be entitled to sell them to another Customer. A Customer who has failed to make use of a made reservation as stated above cannot subsequently repeat it.

3.5 Czech Radio reserves the right to cancel a repeat reservation of tickets (provisions of Art. 4.4).

3.6 Czech Radio reserves the right to only offer direct sale of tickets for select performances, i.e. without reservations.

3.7 Czech Radio is not liable for incorrect data inputted by the Customer when making internet reservations (date, time, performance, seat).

4. Group orders

4.1 A group order means the purchase of over 20 tickets for one event.

4.2. Group orders cannot generally be made online, but only following arrangement at the PRSO office at Czech Radio or through the e-mail address socr@rozhlas.cz.

5. Gift tickets, patron tickets and subscriber tickets.

5.1 The provisions on the purchase of tickets above apply mutatis mutandis to gift tickets.

5.2 Patron tickets are tickets printed at the PRSO office at Czech Radio and are sold for a specially designated price listed on the website socr.rozhlas.cz.

5.3 Patron tickets cannot be purchased online. Purchase can be requested, but only by e-mail to the address of the PRSO fundraising manager, or to the address socr@rozhlas.cz, at the latest 3 weeks before the performance is to take place.

5.4 Payment of patron tickets is only possible by bank transfer on the basis of a Czech Radio deposit invoice with a deadline of 10 days. After the deposit invoice has been made out, the number of tickets, categories and performance dates cannot be changed. If the deposit invoice is not paid within the stipulated period, the ticket reservation shall be cancelled – it is not extended and is automatically forfeited.

5.5 Czech Radio reserves the right to limit the number of Patron Tickets reserved and purchased per performance.

5.6 Subscriber tickets are available at the Czech Radio box office in the designated sales period (before the concert season) or at the PRSO office in the Czech Radio building.

6. Other conditions

6.1 At the ticket check, the Customer shall produce either a valid subscriber ticket, patron ticket, standard ticket or e-ticket in electronic form or printed out in hard copy. The bar code on the ticket will be checked by a scanning device upon entry.

6.2 The Customer shall only be entitled to occupy the seat indicated by the ticket. Should the

Customer arrive after the performance has started, the organiser shall be entitled to seat them somewhere other than the spot indicated by the ticket.

6.3 The Customer is obliged to have a valid ticket at their disposal for the whole duration of the performance. If the ticket is lost anywhere in the paid zone of the performance venue, the Customer may be asked to leave the area without any compensation.

6.4 Purchasing or reservation of tickets for the purpose of further sale to third parties or any other method of resale of tickets by the Customer without the written consent of Czech Radio is strictly prohibited.

7. Refund conditions

7.1 Purchased tickets cannot be returned or exchanged.

7.2 No compensation is provided for lost tickets.

7.3 If an incorrect amount is deducted from a Customer's account after paying for tickets via payment card at the box office or making a purchase on the Czech Radio internet shop, the Customer shall only be entitled to make a claim with the bank that issued the payment card the Customer used to pay for the tickets.

7.4 The organiser reserves the right to change the programme and performers.

7.5 Should the performance to which a customer has purchased a standard ticket, e-ticket, gift ticket or patron ticket be cancelled, this Customer shall have their money refunded under the following conditions:

a) if the ticket was purchased at the Czech Radio box office or contractual box offices, the full price will be refunded to the Customer if they come to the box office where the ticket was purchased without undue delay. This also applies to reservations made over the internet with payment at the box office.

b) in the case of an e-ticket (purchased over the internet), the price paid will be refunded to the Customer in the manner by which it was paid by the Customer following a written claim.

7.6 For the reason stated under Section 1837 j) of the Civil Code, the customer as a consumer cannot withdraw from the purchase of an e-ticket in the manner under Section 1829 of the Civil Code (i.e. they cannot utilise the option of withdrawing from a contract within 14 days without stating a reason, which otherwise applies generally to other purchases made over the internet), as the given case is one of utilisation of free time and contract performance (attending the performance to which the ticket applies) is provided at a set time or period. In such a case the law does not provide customers with the option of withdrawing from the contract in this manner.

8. Final provisions

8.1 These General Terms and Conditions are valid for all transactions concerning PRSO concerts concluded between Czech Radio and the Customer.

8.2 Czech Radio reserves the right to alter these General Terms and Conditions at any time. Czech Radio shall publish the change and effective date in an appropriate manner on its website socr.rozhlas.cz.

8.3 By making a reservation or purchasing a ticket, the Customer takes under advisement the fact that these general terms and conditions apply to their commercial relationship with the organiser of the concert for which this ticket was purchased, and they are binding for both parties. The decisive version of the general terms and conditions is that valid on the day payment of the ticket purchase price is made. In the case of violation of the general terms and conditions on the part of the customer (in particular the provisions of Art. 7.5 prohibition of resale), Czech Radio reserves the right to withdraw from the contract, cancel the ticket reservation, claim compensation for pecuniary and non-pecuniary damages, and potentially adopt measures and bring to bear claims arising from violation of the general terms and conditions within the meaning of the relevant legislation.

8.4 By attending the performance for which the ticket has been purchased, the Customer and/or the persons for whom the Customer procured the tickets shall be subject to the valid rules of attendance and operation and the instructions of the organisers for the whole duration of their presence on the premises designated for putting on the performance.

8.5 Should a consumer dispute arise between the performance organiser and the purchaser, if they

are in the position of a consumer, in connection with the ticket purchase that cannot be resolved by mutual agreement, the consumer may file an application for an out-of-court settlement addressed to the entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, e- mail: adr@coi.cz, web: <http://adr.coi.cz>. It is also possible to make use of the platform for resolving disputes online set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

In Prague, 20 August 2020
Czech Radio, Prague Radio Symphony Orchestra Division