



## Race Experience Ticketing BV

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### TERMS AND CONDITIONS

of the company

TicketsGP s.r.o.

Company ID No.: 14176262

registered office: Nové sady 988/2, Staré Brno, 602 00 Brno

registered with the Regional Court in Brno, Section C, Insert 126804

(hereinafter the "Provider")

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### 1. DEFINITIONS

#### TERMS

1.1 The following definitions shall, for the purposes of these Terms, have the following meanings:

"CC" Act No. 89/2012 Coll., the Civil Code, as in force on the effective date of the Terms.

"Contract" The contract under which:

(a) the Provider undertakes, in particular, to the Customer

to:

(i) provide the Service;

(ii) send the Customer a Ticket Certificate and subsequently, in accordance with the Terms, the Ticket procured by the Provider for the Customer;

(iii) send the Customer the Guide, if ordered by the Customer.

(b) the Customer undertakes, in particular, to pay the Provider the Price.

"Coupon" A one-time discount coupon with a certain period of validity and a specific value, expressed by a unique alphanumeric code, entitling the Customer to a discount on certain parts of the Price. The following are considered Coupons:

(a) general Coupon ("Gift Coupon"), which can be purchased on the Website, e.g., under the name "gift card" or other similar name;

(b) flexi Coupon ("Flexi Coupon"), which the Customer receives when applying the Enhanced Cancellation Terms.

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“Customer Review” Has the meaning set out in clause 14.9 of the Terms.

“Customer” A person who has concluded the Contract. “Customer” shall also mean a mere user of the Website, regardless of whether they have concluded the Contract, where the rights and obligations by their meaning relate to the use of the Website.

“Damage” Property damage (actual damage or lost profit) and non-property damage.

“Enhanced Cancellation Terms”

A Service provided by the Provider for certain Events, the content of which is the commitment:

(a) of the Provider to issue, against presentation of the Coupon, in favor of the Customer a Ticket Certificate in the amount of the Nominal Value of the Ticket, all upon the Customer’s written request (hereinafter the “Cancellation Notice”); and

(b) of the Customer to pay the Provider a fee for the Enhanced Cancellation Terms (hereinafter the “Cancellation Fee”).

“Event Terms” The Organizer’s terms relating to a specific Event and:

(a) of which the Provider has informed with reference to the Organizer;

(b) of which the Organizer has informed or which the Organizer has published; or

(c) which are stated on the Ticket or in the e-mail by which the Ticket was made available, even by reference only.

“Event” A specific racing or automotive event organized by the Organizer at a particular date and place (hereinafter referred to as the “Event Date” and the “Event Venue”), to which the Ticket relates.

“Force Majeure” An extraordinary, unforeseeable, and insurmountable obstacle that arose independently of the will of a Party and that prevents the Party from fulfilling its obligations. In addition to the law, the Parties expressly agree that Force Majeure, and thus an obstacle excluding the duty to compensate for Damage, shall also include:

(a) an outage of internet connection or electric power;

(b) fire, earthquake, flood, inundation, volcanic activity, other weather of extraordinary intensity, massive landslide;

(c) war (declared or undeclared), invasion, terrorist attack, civil unrest, nationwide strike, uprising, revolution, sabotage;

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(d) decisions of public authorities, such as an embargo, quarantine, expropriation, seizure of goods, an unexpected change in legislation making performance impossible;

(e) extensive and long-term disruption of energy supplies (blackout), a nuclear power plant accident, explosion, an epidemic or a pandemic officially declared by the World Health Organization or the competent state authorities;

(f) events in transport or traffic jams; and

(g) conduct of the Organizer or persons on its side; even if such obstacle is not entirely unforeseeable as of the date of conclusion of the Contract.

“Guide” The Event Guide in the form of an e-book, the essence of which consists in the selection and arrangement of independent elements – texts, maps, photographs, pictograms, and other data – into a systematic and functional whole compiled by the Provider and relating to the Event. The Provider provides the Guide for the price specified on the Website (hereinafter referred to as the “Guide Price”).

“Holder” The authorized holder of the Ticket. The Holder may be:

(a) the Customer;

(b) a person for whom the Customer purchased the Ticket;

and

(c) a person to whom the Ticket was transferred by the Customer in accordance with the Terms and the Event Terms.

“Invoice” A tax or accounting document containing the particulars required by generally binding regulations.

“Nominal Value of the Ticket”

The amount for which the Provider sells the Ticket and which is visible on the Website and during the Order.

The Nominal Value of the Ticket never includes the Processing Fee, the Cancellation Fee, or the Guide Price.

“Order” The Customer’s order, which constitutes a proposal to conclude the Contract.

“Organizer” The organizer of the Event. The Organizer of the Event is a person different from the Provider. The Provider does not organize Events.

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**"Package"** A package of Services that includes the provision of Services in relation to several Events. If the subject of the Contract is a Package, the scope of the obligation is the same as in the case of a Contract, except that it relates to multiple Events and may include more favorable conditions (in particular with regard to the Price).

**"Parties"** The Provider and the Customer.

**"Payment Gateway"** The payment gateway available on the Website through which the Price may be paid.

**"Price before**

**Discount"**

Has the meaning set out in clause 8.12 of the Terms.

**"Price"** The Price includes:

(a) the Ticket Price, if the Customer orders a Ticket;

(b) the Cancellation Fee, if the Customer has purchased Enhanced Cancellation Terms;

(c) the Guide Price, if the Customer orders a Guide;

(d) the cost of transport or delivery, if the Customer orders a Physical Ticket; and, if applicable

(e) payment processing fees for certain payment methods;

in such cases, the Customer is always informed in advance via the Website

**„Processing Fee"** The fee paid by the Customer to the Provider for the provision of the Service, which forms part of the Ticket Price.

**"Service"** The Service offered by the Provider, in particular:

(a) mediation of the purchase of a Ticket for an Event from the Organizer or the Organizer's distributor;

(b) providing support relating to the Event, in particular handling and responding to Customer's inquiries regarding the Event;

(c) providing information relating to the Event to the Customer (but not the Guide, unless separately purchased by the Customer); and

(d) Enhanced Cancellation Terms, if available for the relevant Event and purchased by the Customer.

**"Terms"** These Terms and Conditions.

**"Ticket Price"** The price of the ticket, which includes (e) the Nominal Value of the Ticket; and

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(f) the Processing Fee

“Ticket“ A ticket for the Event issued by the Organizer or another person on its behalf which, subject to the Terms and the Event Terms, entitles the Holder to enter the Event. The Ticket is usually in electronic form; in certain cases, the Provider supplies the Customer with a physical Ticket (hereinafter the “Physical Ticket”)

“User Account“ The Customer’s user account on the Website.

“Ticket Certificate “ An electronic confirmation of the conclusion of the Contract, which the Provider sends to the Customer after completion of the Order and payment of the Price, provided that the subject of the Contract was at least one Ticket. The Ticket Certificate is associated with the Customer’s right to receive the Ticket from the Provider within the time limits specified in the Terms. The Ticket Certificate is non-transferable and non-assignable to any person other than the Customer.

“Website“ The Provider’s website or platform to which these Terms apply (any Website that refers to these Terms, provided it is operated by the Provider).

#### FURTHER INTERPRETATION PROVISIONS

1.2 Unless stated otherwise in the Terms, words used with a capital initial letter shall have the meanings set out above. Headings in the Terms are inserted for convenience only and do not affect the interpretation of the Terms. References in the Terms to provisions and annexes without reference to another document are references to provisions and annexes of these Terms. Unless the meaning and context indicate otherwise, words in the singular include the plural and vice versa. Words are interpreted regardless of gender.

1.3 The Terms apply to the relationship between the Provider and the Customer regardless of whether the Customer is or is not a consumer. This shall not apply if it follows from the given provision or its context that it applies only to a Customer who is or is not a consumer or an entrepreneur. A consumer always means a consumer within the meaning of Section 419 of the CC and an entrepreneur an entrepreneur within the meaning of Section 420 of the CC.

1.4 Where the Terms refer to the Website or to information on the Website, they refer to the rights and obligations arising in particular from individual texts on the Website, other notices, control elements or groups of control elements, including with regard to the visuals and arrangement of such elements.

#### 2. INTRODUCTORY PROVISIONS

##### SCOPE OF THE TERMS

2.1 These Terms govern the mutual rights and obligations of the Parties:

- (a) arising in connection with or on the basis of the Contract; or
- (b) related to the use of the Website.

##### CAPACITY TO ACT

2.2 The Customer represents to the Provider that the Customer has full legal capacity, or, having 6 / 24

regard to the Customer’s age, is authorized to conclude the Contract. If the Customer is a legal person within the meaning of Section 20 of the CC, the ordering person represents that they are authorized, to the extent of the Contract, to act on behalf of the Customer.

##### RELATIONSHIP BETWEEN THE TERMS AND THE CONTRACT

2.3 Provisions deviating from the Terms may be agreed in the Contract. In the event of a conflict between the terms contained in the text of the Contract itself, the Terms, or any annex to the Contract, the decisive provisions shall be, in the following order (from highest to lowest): 1. the Contract, 2. any other annex to the Contract, and 3. the Terms.

2.4 The provisions of the Terms form an integral part of the Contract.

#### LANGUAGE VERSIONS

2.5 The Contract and the Terms are drawn up in Czech and English and possibly also in other language versions. If the Contract or any part thereof is concluded in multiple languages, then the English version shall prevail over any other version except the Czech version, and the Czech version shall prevail over all versions, including the English version.

#### 3. CONCLUSION OF THE CONTRACT

##### GENERAL

3.1 The content of the Contract consists of the rights and obligations defined in the introduction to the Terms.

3.2 The offer and the Prices remain valid for the period during which they are displayed on the Website. This provision does not limit the Provider's ability to conclude the Contract under individually agreed terms.

3.3 The Provider is entitled, at its sole discretion, to quantitatively limit the provision of Services, in particular the number of Tickets whose purchase it intermediates, as well as to subsequently increase or decrease this number unilaterally at any time. For this purpose, the Provider is in particular entitled at any time to suspend the possibility to place an Order, or to re-enable this possibility at any time.

3.4 All offers placed on the Website are non-binding. Section 1732(2) of the CC shall not apply. The Customer acknowledges that the Order is only a proposal to conclude the Contract. However, the Customer has no legal claim to the conclusion of the Contract and the Provider has no obligation to conclude the Contract with the Customer.

##### ORDER PROCESS

3.5 The Customer shall complete the Order via the web form available on the Website. The Order contains information on:

- (a) the Customer's identification and address details (first name, surname, address incl. country, where applicable company ID, etc.);
- (b) the parameters of the Tickets; during the Order the Customer selects from various Events and enters the parameters of the Tickets (a specific place at the Event with the designation of a grandstand, etc.);
- (c) the number of Tickets;
- (d) the method of payment of the Price, in particular the choice of Payment Gateway;
- (e) the Customer's contact details such as e-mail or telephone number.

3.6 Before submitting the Order, the Customer is obliged to carefully check the correctness and 7 / 24

completeness of all data stated in the Order. By submitting the Order, the Customer confirms that all data entered by the Customer are current, true, and complete.

##### SUBMISSION OF THE ORDER

3.7 If the Customer intends to conclude the Contract, the Customer shall submit the Order by clicking the "Confirm and PAY" button or a button or similar control element with wording of a similar meaning from which it follows that the Customer is obliged to pay the Price; by clicking such button or control element the Customer undertakes to pay the Price, which the Customer acknowledges.

##### PAYMENT GATEWAY

3.8 After submitting the Order, the Customer is redirected to the selected Payment Gateway, where the Customer fills in the information necessary to pay the Price. Following the Customer's confirmation in the Payment Gateway environment, the Payment Gateway blocks in favor of the Provider, on the Customer's account, an amount corresponding to the Price.

##### CONCLUSION OF THE CONTRACT

3.9 The Contract is concluded at the moment the Provider confirms the Order. At the same time, the Provider is entitled to instruct the Payment Gateway to charge the Price from the Customer's relevant (e.g., bank) account. Together with the acceptance of the Order, the Provider also sends the Customer the current version of the Contract and the Terms in PDF format.

#### OTHER

3.10 Should a situation arise due to unforeseen circumstances, in particular due to a technical error, in which an amount equal to the Price is blocked on the Customer's account and the Provider has not at the same time confirmed the conclusion of the Contract or has not expressly concluded the Contract, the Contract has in such a case not been concluded and the Provider undertakes, without undue delay, to take steps to ensure that the amount blocked on the Customer's account in the amount of the Price is unblocked or returned if it has already been charged. The Provider shall inform the Customer of this by e-mail. The Customer acknowledges that the cancellation/unblocking of the blocked amount usually takes several hours or several days.

3.11 The Provider is always entitled, depending on the nature of the Order (in particular if a larger number of Tickets has been selected), to request the Customer to additionally confirm the Order (for example in writing or by telephone).

#### 4. TICKETS AND TICKET CERTIFICATE

##### E-MAIL FOR COMMUNICATION

4.1 The Customer acknowledges that the e-mail address provided in the Order is the key and binding communication channel of the Parties

##### TIME OF DELIVERY

4.2 The Provider shall, without undue delay after conclusion of the Contract, but no later than within 10 days, send the Ticket Certificate to the Customer's e-mail address, and subsequently, within the period pursuant to the Terms (clause 4.3), also the Ticket

4.3 The Provider hereby informs the Customer that it usually sends the Tickets to the Customer's e-mail address (or the Physical Ticket to the address specified by the Customer in the Order) 2-6 weeks before the Event Date, but at the latest within the deadlines specified in the following sentences of this clause. Notwithstanding the preceding sentence, the Provider is obliged to send the Ticket no later than 5 days before the Event Date. If the Customer orders the Ticket later (including immediately before the date referred to in the preceding sentence), the Provider shall

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deliver the Ticket without undue delay. The Customer acknowledges and agrees with this Ticket delivery timeframe. The Parties agreed on this timeframe in particular with regard to the following reasons:

(a) Fraud prevention and protection against unauthorized copying: Late distribution of unique Ticket codes is standard practice of Organizers, minimizing the risk of counterfeiting and misuse. This procedure ensures the validity of the Ticket. The Provider may not have the Ticket available earlier.

(b) Final adjustments to the Event: Organizers often reserve the right to make minor changes to the venue arrangement (e.g., placement of stages, schedules, cameras, security zones).

Tickets are generated only after final confirmation of the above to ensure the validity of a specific seat (e.g., a seat number in the grandstand) or to ensure that the Ticket contains up-to-date details within the above scope.

(c) Security requirements and personalization: Some Events may require Tickets tied to the name of the Holder. The processing of such details may take place only shortly before the Event.

(d) Dependence on the supply chain: As a reseller, the Provider is bound by the delivery conditions of its partners or the Organizer, who may release Tickets within the same timeframes.

4.4 The Provider's obligation to deliver the Ticket Certificate or the Ticket is deemed fulfilled at the moment of their demonstrable dispatch to the e-mail address provided by the Customer in the Order. The Provider bears no liability for Damage or other adverse consequences (in particular for non-delivery or delayed delivery of the Ticket Certificate or the Ticket) arising from the Customer's provision of an incorrect, incomplete, outdated, or otherwise faulty e-mail address or other data. The Provider strongly recommends that the Customer contact the Provider without delay if the Customer does not receive the Ticket Certificate or the Ticket within the deadlines pursuant to clauses 4.2 and 4.3 of the Terms, in order to resolve the situation, in particular where the Customer does not receive the Ticket Certificate, which may indicate an error in the Customer's e-mail address. If the Customer subsequently contacts the Provider, the Provider may correct the Customer's mistake/typo and then send the Ticket to the correct e-mail address.

#### OTHER

4.5 The Customer acknowledges that the Provider is only an intermediary and secondary seller (reseller) of Tickets. The actual service to which the Ticket entitles the Customer (participation in the Event) is provided by the Organizer. Any claims arising from the Ticket, in particular the right of entry, claims arising from cancellation or changes of the Event, or claims for compensation for damage occurring at the venue, must be exercised by the Customer exclusively against the Organizer. Due to resale, the Ticket Price usually differs from the Nominal Value of the Ticket or from the prices of other persons from whom the Ticket may be acquired.

4.6 The Customer is entitled to transfer the Ticket to another Holder if permitted by the Event Terms.

#### 5. GUIDE

5.1 If the Customer has purchased the Guide, the Provider undertakes to send the Guide to the Customer no later than 5 days before the Event Date. The Customer acknowledges that the deferred delivery date is agreed here in order to provide the most up-to-date Guide (details of the Event may change even immediately before the Event).

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#### NATURE AND CONTENT OF THE GUIDE

5.2 The Customer acknowledges that the information, recommendations, and tips contained in the Guide (e.g., recommendations concerning dining, transport, accompanying program, or other services provided by third parties) are of a subjective nature and represent the non-binding opinions and experiences of the Provider or persons on its side. Their purpose is to provide the Customer with inspiration and to facilitate orientation in connection with the Event. The Provider accepts no responsibility for the quality, scope, price, or availability of services provided by third parties mentioned in the Guide. Information such as opening hours, prices, or timetables may change over time, and the Provider therefore does not guarantee their absolute accuracy as of the Event Date. The Customer is advised to verify all key information from independent sources

#### SCOPE OF USE OF THE GUIDE

5.3 Where required by the legal nature of the Guide, the Provider grants the Customer, upon payment of the Guide Price, a non-exclusive, territorially unlimited license to use the Guide exclusively for the personal use of the Customer or the Holder. The Customer is not entitled to distribute, copy, share with third parties, make publicly available, or otherwise use the Guide in contradiction with the purpose for which it was provided, whether for commercial or non-commercial purposes.

#### 6. ENHANCED CANCELLATION TERMS

##### GENERAL PROVISIONS

6.1 The Provider offers Enhanced Cancellation Terms for selected Events as an additional Service that allows the Customer to return the Ticket Certificate beyond the standard conditions. Whether the Provider allows the arrangement of Enhanced Cancellation Terms also depends on the time of conclusion of the Contract in relation to the Event Date

6.2 The Customer must order the Enhanced Cancellation Terms simultaneously with the Ticket within a single Order. Arranging Enhanced Cancellation Terms is not a condition for concluding the Contract or procuring the Ticket.

6.3 On the Website, the Provider designates the Enhanced Cancellation Terms as “flexi tickets,” or a similar designation.

#### SUBJECT MATTER AND PROCEDURE

6.4 If the Enhanced Cancellation Terms are agreed in the Contract, the Customer is entitled to send the Provider a Cancellation Notice, no later than:

(a) 4 weeks before the first day of the Event Date (the beginning of the Event); and at the same time only until

(b) the moment the Provider sends the Ticket to the Customer.

If the Customer sends the Cancellation Notice later, or if the Customer has already received the Ticket, the Customer may not make use of the Enhanced Cancellation Terms.

6.5 The Customer shall send the Cancellation Notice to e-mail [help@tickets.gp](mailto:help@tickets.gp).

6.6 Following the timely delivery of the Cancellation Notice, the Provider shall:

(a) invalidate the Ticket Certificate; in such case the Customer acknowledges that the Ticket will no longer be delivered;

(b) issue in favor of the Customer a Flexi Coupon in the amount of the Nominal Value of the Ticket; and

(c) send the Flexi Coupon pursuant to the preceding paragraph to the Customer’s e-mail.

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The Customer acknowledges that the Nominal Value of the Ticket, for which the Flexi Coupon is issued, never includes the Processing Fee, the Cancellation Fee, or the Guide Price.

#### TERMINATION OF OBLIGATIONS ARISING FROM THE ENHANCED CANCELLATION TERMS

6.7 The Provider’s obligation to repurchase the Ticket or Ticket Certificate and issue the Customer a Coupon shall terminate:

(a) upon the futile expiry of the period within which the Enhanced Cancellation Terms may be exercised (clause 6.4(a) of the Terms);

(b) by issuing the Flexi Coupon for the Nominal Value of the Ticket and sending it to the Customer; or

(c) by withdrawal from or termination of the Contract.

#### 7. REDEMPTION OF THE COUPON

##### GENERAL PROVISIONS

7.1 The value of the Coupon serves to cover certain (permitted) parts of the Price:

(a) Flexi Coupon: The value of the Flexi Coupon can only be used to pay for the Nominal Value of the Ticket or part thereof. The Flexi Coupon cannot be used to pay for any other part of the Price, in particular the Guide Price, Cancellation Fee, Processing Fee or payment processing fees, if applicable.

(b) Gift Coupon: The value of a Gift Voucher can only be used to pay for (i) the Nominal Value of the Ticket or part thereof, (ii) the Guide Price or part thereof, (iii) the Cancellation Fee or (iv) the Processing Fee. A Gift Coupon cannot be used to pay for any other part of the Price, in particular the payment Processing fees, if applicable.

##### REDEMPTION OF THE COUPON

7.2 The Coupon is redeemed by entering the relevant alphanumeric code into the designated field before completing the Order. The Coupon can only be applied once.

7.3 The Coupon is single-use and its value must be fully used within a single Order. The value of the Coupon cannot be split among multiple Orders. If the value of the Coupon exceeds the sum of the parts of the Price to which the Coupon can be applied pursuant to Section 7.1 of the Terms, the difference in value shall be forfeited without compensation and the Customer shall not be entitled to demand reimbursement or other consideration. The Customer acknowledges that in such a case, they will still be obliged to pay those parts of the Price to which the Coupon cannot be applied (e.g., the Processing Fee).

## RESTRICTIONS

7.4 The validity period of the Coupon may be limited. If the validity period of the Coupon is limited, the Provider shall indicate this information on the Coupon and inform the Customer in writing together with the delivery of the Coupon. Upon expiry of the validity period, the Coupon loses its value and cannot be redeemed

7.5 The Coupon cannot be exchanged for cash. Unless expressly stated otherwise, Coupon cannot be combined with other discount promotions nor with other Coupon (i.e., multiple Coupons cannot be used within a single Order).

7.6 The Customer is obliged to protect the alphanumeric code of the Coupon from loss, theft, damage, or other misuse and to keep it confidential. The Provider shall bear no liability for misuse of the Coupon by an unauthorized person. By entering the relevant code in the Order and submitting the 11 / 24

Order, the Customer represents that they are the authorized holder of the Coupon. The Provider is neither obliged nor able to further verify the identity of the person redeeming the Coupon or their authorization to do so. At the moment of entering the code and submitting the Order, the Coupon is considered fully and duly redeemed. The Customer is not entitled to transfer the Coupon or any rights arising from the Coupon to a third party.

## 8. PAYMENT TERMS

### INTRODUCTORY PROVISIONS ON PAYMENT OF THE PRICE

8.1 The Customer is obliged to pay the Provider the Price, or the Price reduced by a discount with regard to the redemption of a Coupon under the rules set out in the Terms.

8.2 The Price may only be paid via

- (a) the Payment Gateway, or
- (b) bank transfer,

if this option is enabled by the Provider on the Website

The Customer acknowledges that depending on the selected Payment Gateway, their rights and obligations are also governed by the terms and conditions or privacy policy of the Payment Gateway.

8.3 The Customer is obliged to follow the Provider's payment instructions, which also applies to the instructions of the Payment Gateway to which the Customer is redirected from the Website.

8.4 If the Provider is obliged, under generally binding regulations, to pay VAT on the relevant Price, all Prices displayed on the Website include VAT.

8.5 The costs of electronic delivery of the Ticket Certificate or Ticket are borne by the Provider and are already included in the Price.

8.6 In all cases, the Provider is entitled to withhold the provision of the Ticket Certificate, Ticket, or Guide until it receives the Price (in the case of payment by bank transfer) or until it receives confirmation from the Payment Gateway (in the case of payment via the Payment Gateway) that the Price has been successfully paid or booked.

8.7 Any discounts from the Price granted by the Provider to the Customer cannot be combined, unless expressly stated otherwise. The Provider grants any discount always subject to the resolutive condition of the Customer's breach of the Contract or the Terms. If the Customer breaches the Contract or the Terms, the Customer is obliged, within 5 (five) days of such breach, to pay the Provider the amount corresponding to the discount granted. This does not apply in the case of a Coupon issued under the use of Enhanced Cancellation Terms.

8.8 The Provider shall issue an Invoice for payments made under the Contract, in particular for the payment of the Price. The Provider shall issue the Invoice to the Customer after the Price has been paid and send it in electronic form to the Customer's e-mail specified in the Order.

8.9 The Parties agree to the use of electronic Invoices.

## VALIDITY OF PRICES

8.10 Prices remain valid for the period during which they are displayed on the Website. In the case of an obvious technical error in the display of the Price, the Provider has no actual intention to conclude the Contract under such conditions. If it appears that the Contract has been concluded with an obviously incorrect Price, the Provider undertakes to inform the Customer of this fact without undue delay after discovering the error. In such case, the Contract has not been concluded due to the absence of the Provider's intention. If the Parties do not agree on a solution to the 12 / 24

invalidity of the Contract, the Provider shall refund the Price to the Customer and shall not be further obliged to perform under the Contract.

#### INFORMATION ON DISCOUNTS

8.11 If the Provider displays on the Website any discount from the Price, from the regular Price, or a promotional offer on selected Services, Tickets, etc., the Provider shall also display information on the lowest Price at which the Provider offered and provided them (i) during the 30 days prior to the discount being granted, (ii) from the moment they were first offered and provided until the discount was granted, if the Service or Ticket has been available for less than 30 days, or (iii) during the 30 days prior to the first granting of the discount, if the Provider gradually increases the discount from the Price (points i, ii, and iii collectively and individually hereinafter the "Price before Discount"). If, alongside the Price, a crossed-out or otherwise invalidated Price is displayed, this is the Price before Discount. If a percentage discount is displayed, this percentage discount is calculated from the Price before Discount.

#### 9. DELIVERY OF THE TICKET CERTIFICATE, TICKET, AND GUIDE

##### TIME OF DELIVERY

9.1 The Provider undertakes to deliver the Ticket Certificate without undue delay after payment of the Price by the Customer (clause 4.2 of the Terms). The Ticket and the Guide shall be made available in accordance with the Terms (clauses 4.3 and 5.1 of the Terms)

##### DELAYS IN DELIVERY

9.2 If the Provider is in delay with the delivery of the Ticket Certificate, Ticket, or Guide, the Customer may withdraw from the Contract if the Provider fails to fulfill its obligation to deliver them even within an additional reasonable period provided by the Customer. The Customer may withdraw from the Contract without an additional period only if the Provider has refused to perform, or if performance at the agreed time is essential with regard to the circumstances at the conclusion of the Contract, or if the Customer informed the Provider before conclusion of the Contract that delivery at a specific time is essential. The right to withdraw from the Contract under this clause does not apply to a Customer who is not a consumer. For the avoidance of doubt, the Parties stipulate that the Provider shall be in delay:

(a) with delivery of the Ticket, only if it is not delivered within the time limits under the Terms (clause 4.3 of the Terms);

(b) in the case of a Physical Ticket, only if it is not delivered within the delivery deadline for the Ticket under letter (a), also with regard to clause 9.5 et seq. of the Terms; and

(c) with delivery of the Guide, only if it is not delivered within the time limits under the Terms (clause 5.1 of the Terms)

##### FORMAT

9.3 The Ticket Certificate, Ticket, and Guide are usually delivered in portable document format (.pdf). The Provider delivers Physical Tickets only if stated on the Website and agreed in the Contract.

##### ABSENCE OF MANUAL

9.4 The Provider does not provide a manual together with the Ticket, Guide, or Ticket Certificate due to their nature. However, in case of any uncertainties, the Customer may contact the Provider at any time, and the Provider shall attempt to resolve such uncertainties.

##### DELIVERY OF PHYSICAL TICKET

9.5 If the Provider delivers a Physical Ticket, the method of delivery shall be determined by the 13 / 24

Customer in the Order, by selecting from the delivery methods available on the Website. If the method of delivery is agreed based on the Customer's request, the Customer bears the risk and any additional costs associated with such delivery method.

9.6 The specific delivery time of the Physical Ticket also depends on the chosen method of delivery. The Provider usually delivers the Physical Ticket within the same period as the Ticket (clause 4.3 of the Terms). The Provider cannot influence the delivery time of Physical Tickets by external carriers. In case of issues concerning delivery time, the Customer may contact the Provider to resolve the situation with the carrier, and the Provider undertakes to assist in resolving the situation.

9.7 Responsibility for accidental destruction, damage, or loss of the Physical Ticket passes to the Customer at the moment of receipt of the Physical Ticket or at the moment the Customer was obliged to accept the Physical Ticket but failed to do so in breach of the Contract.

9.8 Unjustified refusal of the Physical Ticket (or the shipment) by the Customer does not constitute a failure by the Provider to deliver the Physical Ticket, nor does it constitute withdrawal from the Contract by the Customer.

9.9 The Customer acknowledges that if (i) they fail to collect the delivered Physical Ticket or (ii) they unjustifiably refuse to accept it without having properly withdrawn from the Contract (if entitled to do so), such conduct constitutes a breach of the Customer's obligations under the Contract. In such case, the Customer is obliged to compensate the Provider for Damage incurred as a result of the Customer's breach of obligations.

9.10 If, for reasons attributable to the Customer, it is necessary to deliver the Physical Ticket repeatedly or in a manner other than stated in the Order, the Customer is obliged to compensate the Provider for Damage consisting of the reasonably incurred costs associated with repeated delivery of the Physical Ticket or with delivery in another manner.

9.11 Upon receipt of the Physical Ticket from the carrier, the Customer is obliged to check the integrity of the Physical Ticket and, in case of any defects, immediately notify the carrier and record a reservation in the delivery note. If the packaging shows signs of unauthorized tampering, the Customer is not obliged to accept the shipment from the carrier and must duly record the reservation with the carrier, stating that the packaging was damaged.

9.12 The Customer is obliged to unpack and check the received Physical Ticket within 3 (three) business days of receipt. If the Physical Ticket is damaged under the packaging, the Customer who is not a consumer must report this defect in writing to the Provider no later than 3 (three) business days after receipt at the e-mail address stated on the Website. Later complaints of damage during transport by a Customer who is not a consumer will not be taken into account by the Provider. If the Customer is a consumer, they are obliged to claim defects in the Physical Ticket without undue delay from the moment they could and should have discovered the defect.

## 10. EVENT TERMS, CHANGES TO THE EVENT, CANCELLATION OF THE EVENT, AND THE ORGANIZER

### LIABILITY OF THE ORGANIZER

10.1 The Organizer is solely responsible for the proper and uninterrupted performance of the Event, including compliance with all legal regulations and safety standards. The Customer is obliged to inform themselves in advance directly with the Organizer about the existence and content of the Event Terms, which may include restrictions on entry to the Event (e.g., minimum age,

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requirement of adult accompaniment) or rules of conduct at the Event Venue (e.g., restrictions on the consumption of alcoholic beverages).

10.2 In the event of a change to the Event Date or Event Venue or a change to the Event program, the Tickets remain valid, unless the Organizer stipulates otherwise in its terms and conditions, Event Terms, or in another binding manner. In the event that the Event is cancelled by the Organizer without a replacement date, the Organizer usually refunds an amount corresponding to the Nominal Value of the Ticket. The Customer acknowledges that in each such case the Provider has not performed defectively, since it has performed under the Contract (i.e., it has provided the Service and delivered the original Ticket), and therefore the Customer is not entitled to a refund of the Ticket Price (including the Nominal Value of the Ticket) from the Provider. The Customer acknowledges that they are obliged to follow the Organizer's instructions and conditions, including the Event Terms.

10.3 The Provider bears no liability for Damage incurred by the Customer in connection with defective performance by the Organizer. The foregoing also applies in the event of cancellation of the Event due to the insolvency or liquidation of the Organizer. Any claims of the Customer (or another Holder) arising from defective performance by the Organizer, in particular in cases of cancellation, interruption, material change to the Event program, or change of the Event Venue, must be exercised by the Customer exclusively against the Organizer. The scope and existence of such claims, including claims for reimbursement of costs incurred by the Customer in connection with the Event (e.g., travel or accommodation costs), are governed by the applicable legal regulations and the Organizer's terms and conditions

#### OBLIGATIONS OF THE CUSTOMER AND THE HOLDER

10.4 The Customer is obliged to comply with the Event Terms. The Customer undertakes to ensure that the Holders also behave in accordance with the Event Terms and within the scope of this Article 10 of the Terms.

#### COOPERATION OF THE PROVIDER

10.5 Without being obliged to do so under the Contract, the Provider shall use reasonable efforts to inform the Customer in due time of material changes concerning the Event, provided that such information is received from the Organizer or published by the Organizer and it can reasonably be expected that the Provider is aware of it. Notwithstanding the foregoing, it is the sole responsibility of the Customer to actively verify the current status of the Event, in particular in the period immediately prior to its scheduled Event Date, through the Organizer's official communication channels or other reliable sources.

10.6 If the Customer has claims against the Organizer, the Customer may, after prior agreement with the Provider, request the Provider to facilitate the refund from the Organizer or to pursue other claims against the Organizer. However, there is no legal entitlement to this, and the Provider is not liable for the outcome of such activity. For this purpose, the Customer is obliged, upon the Provider's request, to send the Provider the original Tickets purchased from the Provider together with the request, within the time limit set by the Provider. The Provider will then attempt to resolve the matter on behalf of the Customer directly with the Organizer; any claims of the Customer shall depend on the performance provided by the Organizer. If the Organizer pays an amount corresponding to the Nominal Value of the Ticket or part thereof directly to the Provider, the Provider shall inform the Customer thereof and send this amount back to the Customer without undue delay after the Customer provides the account number or other necessary details. In other cases, the Provider shall provide the Organizer with the Customer's account number for direct payment.

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10.7 The Provider does not provide any information or guarantees regarding transport, accommodation, or departure conditions in connection with the Event Venue and bears no liability for any complications or Damage incurred by the Customer or the Holder in this respect.

#### 11. WITHDRAWAL FROM THE CONTRACT AND TERMINATION OF THE CONTRACT

11.1 The Parties have the right to withdraw from the Contract if so provided by the Contract, the Terms, or by law.

#### RULES FOR WITHDRAWAL FROM THE CONTRACT WITHOUT REASON

11.2 If the Customer is a consumer, they are entitled to withdraw from the Contract pursuant to Section 1829 of the CC without giving any reason, within 14 (fourteen) days from the date of conclusion of the Contract. The withdrawal must be sent to the Provider within the period referred to in the preceding sentence at the latest. However, the Customer acknowledges the following exceptions:

(a) The Customer has no right to withdraw from the Contract relating to the Ticket Certificate or Ticket, as a contract for accommodation, carriage of goods, rental of a means of transport, catering, or leisure activities, if the Contract provides for performance on a specific date or within a specific period, pursuant to Section 1837(1)(j) of the CC; or

(b) The Customer has no right to withdraw from the Contract relating to the Guide, as a contract for the supply of digital content not supplied on a tangible medium, pursuant to Section 1837(1)(l) of the CC, if the Provider has commenced performance of its obligation at the Customer's express request before the expiry of the withdrawal period. The Customer hereby expressly requests that the Provider commence performance of its obligation before the expiry of the withdrawal period and expressly acknowledges that in such case they shall have no right to withdraw from the Contract

#### WITHDRAWAL PROCEDURE

11.3 To withdraw from the Contract, the Customer may use the sample form provided by the Provider; the sample form can be found [HERE](#).

11.4 The Customer may send the withdrawal in particular to the contact address, to any establishment of the Provider, to the Provider's registered office, or to the Provider's contact e-mail.

11.5 In the event of a valid withdrawal from the Contract, the Contract is cancelled from the beginning. The Provider shall return to the Customer the funds received from the Customer under the Contract. The Provider shall return the funds within 14 (fourteen) days from the withdrawal by the Customer, using the same method as originally received from the Customer (where possible), or by the method requested by the Customer.

11.6 The withdrawal must include identification of the Customer and the relevant Order.

11.7 If a gift has been provided to the Customer under the Contract, the relevant gift agreement is concluded with a resolutive condition that if the Contract is withdrawn from by either Party, the gift agreement becomes void and the Customer is obliged to return the gift provided.

#### POSSIBILITY OF WITHDRAWAL BY THE PROVIDER

11.8 The Provider has the right to withdraw from the Contract also in the following cases:

(a) a clearly incorrect Price was stated on the Website due to a technical error;  
(b) the Services or Ticket cannot be provided under the original conditions for objective or subjective reasons (e.g., due to Force Majeure or because the Ticket was not supplied by the Provider's supplier); or

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(c) performance becomes objectively impossible or unlawful.

#### 12. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE (COMPLAINTS)

##### PROVISIONS OF THE CC

12.1 The Customer's rights arising from defective performance are governed by the applicable generally binding regulations (in particular Sections 1914 to 1922, 1924, 1925 of the CC, and, where applicable, Section 2389c et seq. of the CC).

##### EXAMPLES OF DEFECTIVE PERFORMANCE

12.2 The Provider is liable for ensuring that the Ticket or Coupon is free from defects. The Provider performs defectively:

(a) in the case of the Ticket, in particular, if:

(i) it is not delivered in the agreed quantity;

(ii) it is not an original Ticket from the Organizer;

(iii) it is otherwise defective in view of the nature of the Ticket, whereas if the Ticket were deemed digital content (and not a Physical Ticket), the Provider shall also be liable to the extent set out below for the Guide; or

(iv) in the case of a Physical Ticket, it is otherwise damaged, in particular to the extent that it cannot be used to gain entry to the Event; if the Physical Ticket were deemed goods, then it is defective also if it has a defect under the CC that applies to tangible goods, all with regard to the nature of the Physical Ticket.

(b) in the case of the Guide, in particular, if:

(i) it does not correspond to the agreed description and scope, as well as quality, functionality, compatibility, interoperability, and other agreed characteristics; if the Customer is an entrepreneur, the Provider is not liable for compatibility and interoperability unless expressly agreed;

(ii) it is not fit for the purpose required by the Customer and agreed to by the Provider; if the Customer is an entrepreneur, such purpose must be expressly agreed;

(iii) it is not provided with agreed accessories and instructions for use, including an installation manual, and with user support, where customary given the nature of the Guide; this does not apply if the Customer is an entrepreneur;

(iv) it is not fit for the purpose for which digital content of that kind is usually used, including with regard to third-party rights, legal regulations, technical standards, or industry codes of conduct, in the absence of technical standards; if the Customer is an entrepreneur, the Provider is only liable for usual use regardless of the foregoing;

(v) it does not correspond in scope, quality, and other performance parameters, including functionality, compatibility, accessibility, continuity, and security, to the usual characteristics of digital content of the same kind that the Customer may reasonably expect, including with regard to public statements made by the Provider or another person in the same contractual chain, in particular advertising or labeling; this does not apply if (i) the Customer is not a consumer, or (ii) the Provider proves that it was unaware of such a statement or that it was corrected at least comparably at the time of conclusion of the Contract, or that it could not have influenced the decision to conclude the Contract;

(vi) it is not provided with accessories and instructions for use that the Customer may  
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reasonably expect; this does not apply if the Customer is an entrepreneur; and further

(vii) it is defective and the defect was caused by incorrect integration of the Guide with the Customer's digital environment, which was carried out by the Provider or under its responsibility pursuant to the Contract. This also applies if the integration was carried out by the Customer and the defect arose as a result of a deficiency in the instructions provided by the Provider; to verify whether the defect occurred as a result of the Customer's unsuitable digital environment and to potentially remove the defect in the Guide, if such removal can reasonably be expected given its nature, the Customer undertakes to provide the Provider with the necessary cooperation to the extent reasonably required. The Customer's duty to cooperate is limited only to technically available means that are as non-intrusive as possible for the user. If the Customer is an entrepreneur, the Provider has the right to use all means that may reasonably lead to the removal of the defect. Cooperation reasonably required and non-intrusive means include, for example, installation of TeamViewer or a similar tool and troubleshooting through remote control, if possible given the device.

#### ABSENCE OF RIGHTS FROM DEFECTIVE PERFORMANCE

12.3 The Customer has no rights from defective performance if:

- (a) they knew or ought to have known of the defect before conclusion of the Contract;
- (b) the Customer caused the defect themselves, in particular by acting in breach of the Contract, these Terms, or the Provider's instructions concerning the Ticket or Guide.

#### COMPLAINT PROCEDURE

12.4 The Customer is entitled to claim a defect that manifests itself within 24 months of delivery or availability of the Guide or Ticket. The Customer is obliged to exercise rights from defective performance without undue delay after they discovered or should have discovered the defect with due care. If the Customer is an entrepreneur and notifies the defect later, they are not entitled to rights from defective performance.

12.5 The Customer shall exercise rights from defective performance at the registered office, place of business, or establishment of the Provider. The Provider recommends that the Customer notify the Provider of the complaint in advance by telephone, e-mail, or in writing. To facilitate and speed up the complaint procedure, it is advisable to present proof of purchase – the Invoice, if issued, or another document proving conclusion of the Contract – together with a completed complaint form in which the Customer describes the defect and proposes a method of resolving the complaint. A Customer who is an entrepreneur is obliged to notify the complaint in advance by telephone or e-mail and provide the mentioned documents, if received.

12.6 The moment of exercising rights from defective performance is considered the moment when the occurrence of the defect was notified by the Customer to the Provider and the right from defective performance was asserted.

12.7 If the defect is removable, the Customer may demand:

- (a) completion of what is missing, if applicable given the nature of the Ticket or Guide;
- (b) removal of the defect, (i) if applicable given the circumstances of the case, and (ii) if not impossible or disproportionately costly, to be assessed in particular with regard to the significance of the defect and the value that the Ticket or Guide would have without the defect. The Provider shall remove the defect within a reasonable time after it is claimed and, if the Customer is a consumer, in such a way as not to cause significant inconvenience to the Customer, taking into account the nature of the Guide or Ticket and the purpose for which

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the Customer required it.

12.8 Instead of the rights referred to in clause 12.7, the Customer may demand a reasonable discount or withdraw from the Contract if:

- (a) the Provider has not remedied the defect, or it is apparent from the Provider's statements or the circumstances that the defect will not be remedied in accordance with the Terms;
- (b) the defect recurs or persists after being remedied; or
- (c) the defect constitutes a material breach of the Contract.

12.9 Upon exercising rights from defective performance, the Provider shall issue the Customer a written confirmation containing (i) the date of the complaint, (ii) the content of the complaint, (iii) the method of complaint resolution requested by the Customer, and (iv) the Customer's contact details.

12.10 The complaint, including removal of the defect, shall be resolved without undue delay, no later than 30 (thirty) days from the date of the complaint. Within this period, the Provider is also obliged to inform the Customer who is a consumer of the outcome of the complaint. The Provider shall issue to the Customer written confirmation of the date and method of complaint resolution, including confirmation of the repair performed and its duration, or written justification of rejection of the complaint.

12.11 If the Provider is in delay with resolving the complaint under clause 12.10 of the Terms and the Customer is a consumer, the Customer has the right to withdraw from the Contract or demand a reasonable discount from the Price.

#### REASONABLY INCURRED COSTS

12.12 The Customer is entitled to reimbursement of reasonably incurred costs when exercising a complaint, if any such costs have arisen. However, the Customer must assert the right to reimbursement of these costs within 1 (one) month after the expiry of the period in which rights from defective performance must be exercised. A Customer who is an entrepreneur hereby waives the right to reimbursement of costs.

#### 13. COPYRIGHT PROTECTION, LIABILITY, AND USE OF THE WEBSITE

13.1 The content of the Website (texts including the Terms, photographs, images, logos, software, and other materials) is protected by the copyright of the Provider or the rights of other persons. The Customer may not alter, copy, reproduce, distribute, or use such content for any purpose without the consent of the Provider or the consent of the authorized persons. In particular, the free or paid disclosure of photographs and texts placed on the Website is prohibited.

13.2 The Provider bears no liability for errors arising from third-party interference with the Website or from its use contrary to its purpose. When using the Website, the Customer must not employ procedures that could disrupt the system's functionality or place an unreasonable load on it.

13.3 If the Customer engages in unlawful conduct while using the Website, the Provider reserves the right to restrict, suspend, or terminate the Customer's access to the Website without any compensation. In such a case, the Customer is further obliged to compensate the Provider for all Damage caused by such conduct.

13.4 The Provider warns the Customer that by clicking on certain links on the Website, they may leave the Website and be redirected to third-party websites.

13.5 Everyone is obliged to use the Website solely for its intended purpose and in the usual manner, i.e., through a browser and the user interface.

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13.6 To use the Website in full, the Customer must use certain technologies or browser settings, such as enabling JavaScript or allowing necessary cookies in the browser.

13.7 The Customer acknowledges that the Website may not be continuously available, particularly due to necessary maintenance of the Provider's hardware and software equipment or the hardware and software equipment of third parties.

#### 14. SPECIAL PROVISIONS FOR THE CUSTOMER – CONSUMER

14.1 If the Customer is a consumer, the statutory provisions relating to consumers apply to the Contract (in particular Sections 1810 to 1840 of the CC, and, where applicable, Section 2389g et seq. of the CC or other provisions concerning consumers, as well as Act No. 634/1992 Coll., on Consumer Protection).

14.2 If the term "Customer" is used in this Article of the Terms, it means a Customer who is a consumer.

14.3 The Provider is entitled to conduct business on the basis of a trade license. The Provider's activities are not subject to any other authorization. Trade supervision is carried out by the competent trade office within its scope of authority (<https://www.rzp.cz/>).

14.4 The Provider is not bound by any codes of conduct in relation to the Customer.

14.5 Compliance with consumer protection legislation is supervised by the Czech Trade Inspection Authority (<http://www.coi.cz/>). The Czech Trade Inspection Authority is also the body for out-of-court settlement of consumer disputes arising from the Contract or these Terms.

14.6 If a consumer dispute arises between the Parties under the Contract that cannot be resolved by mutual agreement, the Customer may submit a proposal for out-of-court settlement of such a dispute to the designated body for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2, e-mail: [adr@coi.gov.cz](mailto:adr@coi.gov.cz); website: [www.adr.coi.gov.cz](http://www.adr.coi.gov.cz).

14.7 Complaints are handled by the Provider through its contact e-mail provided in the introduction of these Terms. The Customer may also contact the bodies referred to above in this Article.

Consumer rights are also defended by their associations and other entities for their protection, e.g., Sdružení českých spotřebitelů, z. ú. (address: Tř. Karla IV. 430, 500 02 Hradec Králové, website: [www.konzument.cz](http://www.konzument.cz), e-mail: [spotrebitel@regio.cz](mailto:spotrebitel@regio.cz), telephone: +420 495 215 266).

14.8 For filing a complaint relating to the Contract and for finding an alternative dispute resolution body, the Customer may also use the online platform established by the European Commission at: <http://ec.europa.eu/consumers/odr/>.

14.9 If the Provider publishes reviews of third parties on the Website who have used the Services, had experience with the Provider, or ordered another product from the Provider (hereinafter the "Customer Review"), the Provider shall appropriately inform whether and how a given Customer Review has been verified or whether it is a paid Customer Review. If such information is not stated appropriately with the Customer Review, the Provider hereby informs the Customer that the Customer Review is not verified and is not a paid Customer Review.

14.10 The Provider hereby informs the Customer that the Price may change over time (depending on supply and demand for Tickets).

## 15. LIABILITY OF THE PROVIDER

### GENERAL LIMITATION OF LIABILITY

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15.1 The Provider's liability is governed exclusively by the provisions of these Terms. All rights not expressly granted herein are excluded, regardless of their legal basis. The Provider expressly excludes all implied warranties, including but not limited to warranties of fitness for a particular purpose, non-infringement, reliability, or defect-free performance. The Customer hereby waives, to the maximum extent permitted by generally binding legal regulations, any rights arising from defective performance by the Provider under the Contract, rights arising from the Provider's delay, and rights to compensation for Damage against the Provider that may arise in connection with the Contract, the Service, the Ticket, or the Guide.

15.2 The Provider makes the Tickets available "as is," in particular given that:

- (a) the Tickets originate from resale by the Provider (i.e., the secondary market), although they were issued by the Organizer or a third party on its side; and
- (b) the Event is entirely under the control of the Organizer and the Provider has no influence on it, its organization, or its course.

15.3 To the maximum extent permitted by generally binding legal regulations, which may be agreed with the Customer having regard to their status, the Provider shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary Damage.

15.4 To the maximum extent permitted by generally binding legal regulations, which may be agreed with the Customer having regard to their status, the Provider shall not be liable for any Damage incurred by the Customer due to the Provider's withdrawal from the Contract in accordance with the Terms, in particular under clause 11.8(b) of the Terms, if the Ticket is not delivered to the Provider by its supplier.

### LIMITATION OF LIABILITY EXCLUSION

15.5 The exclusion and limitation of liability under this Article of the Terms do not apply in cases where statutory liability for compensation of Damage cannot be contractually limited, in particular in the case of liability for Damage:

- (a) caused to a person's natural rights; or
- (b) caused intentionally or by gross negligence.

15.6 If the Customer is a consumer and the limitation of liability under the foregoing cannot be fully agreed, the Provider's liability is limited to the maximum extent permitted by generally binding legal regulations, taking into account the Customer's position as a consumer and the Provider's position as an entrepreneur.

## 16. FORCE MAJEURE

16.1 A Party shall not be in default, shall not be liable for defective performance, and shall not be obliged to compensate Damage suffered by the other Party as a result of its breach of obligations arising under these Terms, the Contract, or generally binding legal regulations, if such breach was prevented by Force Majeure.

16.2 A Party prevented by Force Majeure is obliged to inform the other Party in writing of this fact and its expected duration without undue delay. For the duration of Force Majeure, the affected Party shall not be in default with the performance of its obligations.

#### 17. PERSONAL DATA PROTECTION

17.1 The Provider informs about the processing of personal data of natural persons in a separate document – Privacy Policy.

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17.2 The Provider informs about the processing of cookies in a separate document – Cookie Policy.

17.3 Supervision in the area of personal data protection is carried out by the Office for Personal Data Protection (<https://www.uoou.cz/>).

#### 18. PACKAGE

##### PACKAGES AT THE PROVIDER'S DISCRETION

18.1 The Provider may, at its discretion, offer Packages containing two or more individual Tickets or two or more Guides. These Packages are usually offered at a Price more favorable than the sum of the prices of the individual Tickets or Guides purchased separately. However, the Customer acknowledges that any form of price or other benefit of the Package is entirely at the discretion of the Provider. The Provider expressly does not guarantee any specific or minimum level of advantage of the Package compared to the purchase of individual Tickets or Guides.

##### APPLICATION OF THE TERMS

18.2 If the Customer orders a Package under the Contract, the provisions of the Terms shall apply accordingly to the individual Tickets or Guides contained therein.

##### LOSS OF ENTITLEMENT TO DISCOUNT

18.3 If the Customer partially withdraws from the Contract in accordance with the law or this Contract, in respect of one or more, but not all, of the Tickets or Guides forming the Package, the entitlement to the price benefit granted within the Package shall cease at the moment such withdrawal becomes effective.

18.4 As a result of the loss of entitlement to the price benefit under the preceding paragraph, the Provider is entitled to charge the Customer the difference between the sum of the standard Prices of the Tickets or Prices of the Guides that were not subject to withdrawal from the Contract and the original Price paid by the Customer for the entire Package.

#### 19. GOVERNING LAW AND DISPUTE RESOLUTION

##### GOVERNING LAW

19.1 These Terms, as well as the legal relationships established by the Contract, shall be governed by Czech law, excluding conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods and the UN Convention on the Limitation Period in the International Sale of Goods shall not apply under any circumstances. In addition to provisions excluded elsewhere in these Terms, the application of Sections 557, 558(2), 1732(2), 1740(3), and 1748 of the CC is excluded. If the Customer is an entrepreneur, the Parties hereby expressly exclude the application of Sections 1799 and 1800 of the CC.

##### DISPUTE RESOLUTION

19.2 The Parties expressly agree that all disputes that may arise in the future from the Contract or in connection with the Contract, including disputes regarding its validity, interpretation, performance, or termination, rights arising directly or indirectly from this legal relationship, issues of legal validity of this legal relationship, issues of rights related to the above rights, even if the Contract is invalid, cancelled, or withdrawn from, shall first be resolved by an attempt at amicable settlement (agreement). However, nothing in this paragraph shall be construed as an agreement to enter into a future contract.

19.3 If the Customer is from another country (outside the Czech Republic), disputes arising from or in connection with the Contract shall be resolved through judicial proceedings before the courts of the Czech Republic. If the Customer is an entrepreneur with a registered office in the Czech Republic, the Parties agree that all disputes arising from or in connection with the Contract, including disputes concerning its validity, interpretation, performance, or termination, shall be resolved by the courts of the Czech Republic, namely the Municipal Court in Brno or the Regional Court in Brno, depending on subject-matter jurisdiction.

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#### CONSUMER PROTECTION

19.4 Nothing in clause 19.1 of the Terms (including the choice of law) excludes the protection of a Customer who is a consumer, granted to them by the law of the state in which they have their habitual residence, provided that they are entitled to invoke such protection under Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (ROME I).

19.5 Nothing in clauses 19.2 and 19.3 of the Terms affects the right of a Customer who is a consumer to use another court, but only under the conditions and subject to Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (BRUSSELS I).

#### 20. AMENDMENTS TO THE TERMS

20.1 The Provider is entitled to unilaterally amend the Terms to a reasonable extent. The Provider may amend the Terms in particular for the following reasons:

(a) Legal reasons: If there is a change in legislation, regulations, or other legal requirements affecting the (re)sale of Tickets, Guides, or the Website.

(b) Security reasons: If it is necessary to adopt measures to ensure a higher level of security or to protect the Website or its content.

(c) Technological changes: If new technologies are introduced, existing technologies are changed, or technologies used are updated.

(d) Operational reasons: If it is necessary to make changes in the operation of the Website, for example to improve Customer convenience, increase efficiency, or change the range of Services.

(e) Business reasons: If the Provider's business policy changes, for example due to market conditions, strategy changes, or reorganization.

20.2 For the Contract, the version of the Terms valid at the time of its conclusion shall always apply, regardless of later amendments to the Terms.

#### 21. USER ACCOUNT

##### GENERAL

21.1 If the Provider offers the option of creating a User Account on the Website, the rights and obligations set out in this Article of the Terms shall also apply to the Contract.

21.2 The Customer may create a User Account on the Website. The existence of a User Account is not a condition for the conclusion of the Contract.

21.3 Each Customer may only have one User Account.

##### REGISTRATION

21.4 As part of the process of creating a User Account, the Customer shall fill in details and personal data to the extent required by the Website. The Website shall appropriately indicate which details are mandatory and which are optional.

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21.5 The Customer undertakes and represents that the details provided by the Customer during registration are true, accurate, and up to date. If there is any change in the Customer's details, the Customer is obliged to inform the Provider of such change without undue delay, in particular by updating their User Account.

21.6 The Provider reserves the right to reject fictitious, fraudulent, or duplicate registrations of Customers, as well as registrations which, at the Provider's discretion, violate the laws of (i) the Czech Republic, (ii) another country where the User is located, (iii) EU regulations, (iv) public order, (v) ethical rules or good morals, (vi) the Terms, or (vii) the legitimate interests of third parties, other Customers, or the Provider.

#### ACCESS OF THIRD PARTIES TO THE USER ACCOUNT

21.7 The Customer is obliged to keep the access details to the User Account secret and not to provide them to third parties. If the Provider specifies a certain password strength and the Customer uses a password for login, the Customer is obliged to create a password that meets these requirements.

21.8 If the Customer discovers that their User Account may have been accessed by a third party due to compromised access details, they are obliged to change their access details without delay.

21.9 The details provided in the User Account are considered correct, true, and complete by the Provider, and the Provider is not obliged to verify them further.

#### CANCELLATION OF THE USER ACCOUNT

21.10 The Customer has the right to change their details in the User Account at any time or to cancel it completely (via the Website or by notifying the Provider).

21.11 The Provider may block the User Account, or cancel or delete it entirely, and remove all data relating to the Customer if:

(a) the User Account has been inactive for more than one year; or

(b) the Customer materially breaches the Terms.

21.12 If the Provider deletes the User Account in accordance with the Terms (i.e., in accordance with the Contract), such deletion is without compensation, and the Provider shall in no event be liable for any Damage that the Customer may incur as a result.

#### CUSTOMER'S ACTIONS

21.13 The Customer's actions performed on the Website while logged in to the User Account shall be attributed to the Customer without further consideration, regardless of whether another person (including a person who has stolen the password) is acting on their behalf. The Provider is not obliged to verify whether the person logged in to the User Account is in fact the User or a person authorized to act on behalf of the User.

#### GDPR

21.14 By creating a User Account, the Customer declares that they have read the Privacy Policy.

#### 22. FINAL PROVISIONS

22.1 If any provision of the Terms is invalid or ineffective, or becomes such, a provision whose meaning comes as close as possible to the invalid provision shall replace it. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the Contract or the Terms require written form.

22.2 The Customer agrees to the use of remote means of communication when concluding the Contract. The Customer shall bear the costs incurred when using remote means of communication in connection with the conclusion of the Contract (internet connection costs, telephone call costs),  
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which do not differ from the basic rate.

22.3 The Customer is not entitled to assign rights and obligations under the Contract to a third party without the prior written consent of the Provider.

22.4 The Customer assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the CC.

22.5 All rights and claims of the Provider against the Customer arising from the Contract, from its breach, or from the Customer's unjust enrichment in the event of invalidity, nullity, or termination of the Contract shall be time-barred within 10 years from the date on which the right could have been asserted by the Provider for the first time.



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22.6 All agreements of the Parties, emails, communications, and other expressions of will of the Parties outside the text of the Terms or the Contract are irrelevant in relation to these Terms or the Contract. The Parties hereby declare their intention not to take such sources into account when interpreting their intent. The Parties further declare that as of the date of conclusion of the Contract, no practices have arisen between them that could be considered relevant. The Parties exclude the application of commercial practices to relationships arising from or related to the Contract.

22.7 The Contract, including the Terms, is archived by the Provider in electronic form and is not accessible.

In Brno on 1.1.2026