## **General Business Terms and Conditions for Ticket Purchases**

- 1. These General Terms and Conditions for Ticket Purchases issued on the day specified below (hereinafter referred to as the "GBTC") constitute a part of the agreement between the company Fantazma, spol. s r. o., IN: 48111791 (hereinafter referred to as the "Seller") and the customers who purchase tickets (hereinafter referred to as the "Buyers"). This agreement constitutes a purchase contract between the Seller on one side, and individual Buyers on the other side; this purchase contract is referred to in the GBTC as the "contract." The Buyers and the Seller are hereinafter collectively referred to as the "Parties" or individually as the "Party."
- 2. These GBTC apply to the tickets sold at the Seller's e-shop operated at the domain www.tafantastika.cz (hereinafter referred to as the "Website"). In executing the contract, the Buyer shall choose from available seats and pay for the tickets and the Seller shall have the tickets ready for the Buyer at the box office of the Ta Fantastika Theatre at Karlova Street 8, Prague 1. Offered available seats and the performance can be changed at any time. The Seller shall send the Buyer an electronic confirmation about such a change. The tickets can be picked up at any time during the opening hours of the box office before the performance. If the Buyer does not pick up the purchased tickets by the start of the performance, the tickets shall not be refunded. If the Buyer does not pick up the reserved tickets by the specific date, the purchase contract shall expire upon the lapse of this date.
- 3. In the case that the Buyer, or the persons for whom the Buyer purchased the tickets, cannot come to the performance, the Buyer can give the tickets to someone else but agrees not to sell the tickets for profit or at a price exceeding the ticket price. Rightfully purchased tickets showing no damage or modification authorize their holders to come to the performance on the specific day and at the specific hour. The Seller has the right not to let the persons, who are late, untidy or under the influence of a habit-forming substance, enter the auditorium. The Seller can banish the persons, who disturb others or the performance or violate these GBTC, from the auditorium.
- 4. The Buyer agrees not to take any photographs or to make any audiovisual records during the performance and not to use any photographs or records of the Seller's performance without the Seller's consent. In the case that the Buyer nevertheless takes photographs or makes records, he/she shall thus give the Seller a free, exclusive and unlimited license to use such photographs or records in any way, including the right to grant a sublicense or to assign the license.
- 5. Viewers can put their coats in the cloakroom and their jewelry, briefcases and valuables in the theatre office.
- 6. The Buyer agrees to use remote communication devices in executing the purchase contract. The Buyer shall pay for his/her own cost of using remote communication devices in connection with the execution of the purchase contract (e.g. the cost of the Internet connection). To purchase tickets the Buyer must have necessary hardware and software: a regular PC with the Microsoft Windows operating system (version XP and upgraded versions), the Linux operating system or the Mac OS X operating system or any other compatible device.
- 7. The purchase price of merchandise shown in the e-shop is valid at the time of the order. The tickets must be paid for immediately with a payment card through the payment

- gateway or, if the tickets are only reserved, they must be paid for in cash at the box office of the theatre at Karlova Street 8 by the date specified upon the purchase.
- 8. In case of any technical problems with your ticket purchase or any complaints, please contact the Seller's contact person: Julius Hirsch, e-mail:produkce@tafantastika.cz. The Seller shall handle a complaint as soon as possible, however, no later than 30 days after the complaint. In the case that the Buyer does not have any special request when filing his/her complaint, the Seller agrees to handle any recognized complaint by providing a new ticket for a performance of the Buyer's choice.
- 9. The Seller does not keep executed contracts and recommends to the Buyer to keep the issued confirmation that must be presented when picking up the tickets.
- 10. The Buyer has no right to withdraw from the purchase contract since by selling the tickets the Seller lets the Buyer use available seats on a specific day. Purchased tickets cannot be exchanged or returned. However, if the performance is cancelled or changed, the Buyer can withdraw from the contract by returning the purchased tickets at the box office within seven days of the date of the cancelled or changed performance; the tickets shall be refunded on site or by cashless transfer provided that they were purchased with a payment card. In the case that an already started performance is cancelled due to a Force Majeure event, the tickets shall not be refunded.
- 11. The Seller does not process the Buyer's personal data.
- 12. The contract is regulated by the laws of the Czech Republic and excludes collision provisions as well as the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.
- 13. The contract can be executed in the Czech language only.
- 14. These GBTC are posted on the Website.
- 15. The Seller has the right to change these GBTC; such a change shall not prejudice the already executed contracts.
- 16. The Buyer must keep his/her contact data updated until all his/her obligations arising from the contract are fulfilled.
- 17. In case of any discrepancy between the provisions of the contract executed by the Parties and these GBTC, the contract provisions shall be applied.
- 18. These GBTC come into force on 23 April 2015 and apply to the contracts executed at the time the GBTC came into force.

In Prague, on 23 April 2015

## Fantazma, spol. s r.o.

Registered in the Commercial Register kept by the Municipal Court in Prague under ref. No.

C 16277

Registered office: Karlova Street 8, 110 00 Prague 1

IN: 48111791 TIN: CZ48111791 Phone: +420 222 221 364

e-mail: produkce@tafantastika.cz