

# Terms and Conditions

## Metronome Festival Prague 2022

*These Terms and Conditions are governed by law # 89/2012 Coll., the Civil Code (referred to from here as "Civil Code") and law # 634/1992 Coll., on the protection of consumers in their valid versions (referred to from here as "Consumer Protection Law").*

### I. Opening Provisions and Definition of Terms

1. The following Terms and Conditions (referred to from here as "T&C") are issued by Metronome Production s.r.o., ID# 04658639, headquartered at Terronská 3, Dejvice, 160 00 Praha 6, registered in the commercial registry kept by the Prague Municipal Court, section C, entry 251541 (referred to from here as "**Organizer**" or "**Seller**"), which is the organizer of the Metronome Festival Prague (referred to from here as "**Festival**") and other cultural events that these T&C apply to.
2. These T&C are an integral part of the purchase contract for tickets to the Festival, cultural events taking place at the Festival, or a cultural event held outside the Festival (referred to from here as "**Purchase Contract**").
3. The purpose of the T&C is to determine the relationship between the individual that purchases tickets and enters into a contractual relationship with the Organizer (referred to from here as "**Attendee**" or "**Buyer**").
4. The purchase of tickets on the internet or at a retail outlet includes accepting these T&C that the Attendee can read on [www.metronome.cz](http://www.metronome.cz) or at the Festival box office during the Festival and they take effect upon ordering or purchasing tickets.
5. The online store is the e-shop operated at (URL) [http:// www.metronome.cz](http://www.metronome.cz) that facilitates the completion of a contract between the Organizer and the Buyer through remote communication. The Buyer agrees to use remote communication when accepting the terms of the contract.
6. In cases of in-person ticket purchases, the provisions of these T&C that cannot be applied are void.
7. **Tickets** are:
  - a. General admission or accreditation (multiday pass) purchased by the Attendee at Festival box offices
  - b. A sponsor ticket where the Attendee becomes a partner of the Festival
  - c. An electronic ticket or accreditation in PDF format sent to the Attendee by e-mail after online payment or after the Attendee's payment is credited to the Organizer's account when paying by bank transfer.Tickets are separated into categories listed and described at <https://www.metronome.cz> in the Tickets section where each category gives the Buyer different rights.
8. The **purchase contract** is a contract according to para. § 2079 and the following provisions of the Civil Code agreed to by the Organizer as the Seller and the Attendee as the Buyer through the e-shop or at the Festival box office.
9. An **Order** is a binding electronic proposal to complete a purchasing contract created by filling in the required information in the order form (i.e. quantity, delivery address) and its delivery to the Organizer through the e-shop.
10. **GoOut s.r.o.**, ID#: 01901613, tax#: CZ01901613, headquartered at Mánesova 28, Praha 2, registered at the Prague Municipal Court, section C, entry 212454 is the provider of ticketing services the Organizer uses to sell tickets through [www.metronome.cz](http://www.metronome.cz) (or [www.goout.net](http://www.goout.net)). The Organizer's T&C are superior to those of GoOut. In case of conflict, the rights and obligations are determined by the Organizer's T&C.

11. According to these T&C, the **Consumer** is an individual that is not acting in their commercial or business interests in completing the contract. The Consumer adheres to these T&C to the extent there are applicable according to the Civic Code and the Consumer Protection Law.
12. Other undefined terms have their usual meaning if not clear otherwise from the context.

## II. Order and Completing the Purchase Contract

1. Ticket prices are listed in Czech koruna including VAT. The Organizer is a VAT payer. The Attendee's costs for completing the purchase contract remotely (costs for internet connections) are paid by the Buyer. The costs of the Tickets can be paid as follows:
  - a. By payment card at the Festival box office during the Festival
  - b. Through the e-shop with a payment card using the PayU system, a bank transfer denominated in CZK, Google Pay, Twisto, or using employment benefit plans Edenred, Benefit Plus, Benefitly, and Ebenefity, if permitted by the employer.
2. Conditions for the sale of tickets at the festival box office: The number of tickets to individual cultural events at the Festival is limited by seating and standing capacity.
3. Conditions for ordering tickets through the e-shop:
  - a. The Buyer selects the category, price, and quantity of tickets. The Buyer is obligated to fill in other information necessary to create an Order, especially the payment method, ID and contact data necessary to complete the purchasing contract, and other data to use a discount code, name of favourite performer, or t-shirt size in case of buying a ticket with a gift.
  - b. The Buyer can inspect and remove errors from the Order before submitting it, specifically every item in the virtual cart, the type and quantity of tickets, and to change information listed in the Order. The Organizer is not responsible for errors entered by the Buyer when making reservations over the Internet (type of ticket, name, surname, e-mail, telephone, etc.).
  - c. Submitting the Order by clicking on "PAY" is considered to be a proposal to complete a Purchase Contract by the Buyer.
  - d. After paying the costs of the e-ticket, the tickets are sent to the Buyer's e-mail listed in the Order. The delivery of order confirmation to the e-mail account listed by the Buyer is the completion of the Purchasing Contract. The Organizer is authorized to cancel the order if the Buyer submitted incorrect contact information that makes the delivery of confirmation impossible.
  - e. Administration of the Buyer's reservation is conditioned by registration at [www.goout.cz](http://www.goout.cz) and use of the Buyer's log-in (e-mail) in the order form when making the purchase.
4. The Organizer, in accordance with para. 1740 of the Civic Code, refuses to accept a proposal with an addendum or exception. This provision is valid for both parties, and the Purchasing Agreement is always completed by the unconditional acceptance by the other party.
5. Depending on the character of the Order (e.g. a large number of tickets), the Organizer is authorized to ask the Buyer for additional confirmation about the Order (in writing or by phone). If the Buyer does not confirm the Order, the Organizer can demand the payment of the entire cost before sending the tickets to the Buyer, otherwise the Organizer is authorized to not complete the Purchase Contract. Para. § 2119 subpara. 1 of the Civic Code is not invoked.
6. The Organizer is not responsible for the validity and authenticity of tickets sold outside the e-shop or the Festival box office. Counterfeiting tickets is a criminal act.
7. Czech law is used to adjudicate relations created by the Purchase Contract that is completed in Czech. The Buyer is authorized to enter Order data in a language other than Czech if it is understandable for the Organizer (English or German).

### III. Rights and Obligations

1. The Organizer is obligated to provide the Buyer with the ordered tickets for the listed price and the Buyer is obligated to pay the cost.
2. The Buyer is authorized to select a method of paying the cost and other information that are listed in dynamic information fields when creating the Order. When paying in advance by bank transfer, para. 2119 subpara. 1 of the Civic Code is not invoked. More information about paying the cost is available at [www.metronome.cz](http://www.metronome.cz) in the "Tickets" section in Article II. para. 1.
3. If paying by bank transfer, the Buyer will receive the tickets in 2-4 working days.
4. If tickets with a gift are selected:
  - a. The Buyer is obligated to check whether the package is not damaged in transit (specifically for tears or damaged packaging). If visibly damaged on delivery, the Buyer is obligated to check the contents and to make a record of the damage in the presence of the delivery service or to report the damage to the delivery service to its closest depot within 3 days of delivery, or to report the damage to the Organizer.
  - b. Regardless of whether the package shows signs of damage or not, the Buyer is obligated to inspect the contents of the package and immediately report any damage to the Organizer.
  - c. The Buyer will report any damage to the package caused during delivery even if it is not accepted because of the damage. If the Buyer does not fill out a return form about the package damaged by the delivery service, the Organizer cannot take the damage into account.

### IV. Returns

1. The Organizer offers only tickets for a specific date. In accordance with para. 1837 subpara. J of the Civic Code, the Buyer cannot cancel the Purchase Agreement even when completing it remotely.
2. The Organizer reserves the right to change the program, performers, date, and location of the Festival. A change of this type does not give the Buyer the right to return the tickets. The Buyer is aware of this upon making the purchase of the tickets.
3. If the Festival is cancelled, purchased tickets will be refunded in full under the following conditions: If the tickets were purchased in the e-shop, the Buyer will be refunded in the way the payment was made after requesting a refund in writing in an e-mail sent to [tickets@metronomefestival.cz](mailto:tickets@metronomefestival.cz). The refund request must include a copy of the ticket in PDF format. This provision is not invoked for relations between the Organizer and a Buyer that is a business entity.
4. Paragraph 3 of Article IV is not invoked in cases when the Festival is cancelled for reasons outside the Organizer's control, specifically in cases of cancellation because of force majeure or because of legal regulations issued by state authorities that prevent the Organizer from choosing another option, or if the Organizer offers the Buyer a different Festival date. It is also not invoked if the Attendee chooses to exchange the tickets for tickets to another of the Organizer's events.
5. Purchased tickets remain valid if the Festival is postponed.
6. Purchased tickets cannot be returned or exchanged except for the explicitly listed cases.
7. Replacements are not issued for lost or damaged Tickets.
8. The Organizer is not responsible if the tickets are not delivered to the Buyer because of the Buyer's fault, specifically if the Tickets cannot be delivered to the e-mail submitted by the Buyer (e.g. if the mailbox is full, because of spam filters...)
9. If the Buyer does not receive an electronic ticket within 1 hour of paying the cost (or within 5 working days in the case of bank transfers), the Buyer is required to contact GoOut, the

administrator of the ticketing system, at +420 222 70 30 70 or e-by mail at [info@gout.cz](mailto:info@gout.cz) immediately or within 24 hours of the expiration of the above deadlines for Ticket delivery and report that the purchased ticket was not delivered. In this case, the Buyer must give GoOut their name, surname, and e-mail listed when purchasing the ticket. If GoOut discovers that the ticket was not delivered within the deadline, the deadline for returns was fulfilled, and this is not a case listed in para. 6, the tickets will be sent to the Buyer again by GoOut within 24 hours and within 1 hour of the event listed in the Buyer's e-mail.

10. Tickets purchased outside these T&C cannot be returned in any case.

## **V. Intellectual Property**

The Attendee does not have any rights to any intellectual property, explicitly copyrights and industrial rights, nor do they have any license or permission to use names, symbols, logos, brands, and other Festival symbols where the intellectual property rights lie with the Organizer.

## **VI. Liability**

1. The Organizer is not responsible for any items stolen after being taken into the Festival grounds and not left in areas for that purpose. Every Attendee is responsible for damages caused to third parties and for property damages cause to the Organizer and third parties during their time at the Festival.
2. The responsibilities of the Organizer for damages caused to the Attendee-Consumer are determined by valid legal regulations, especially the Civic Code.
3. If a party to the Purchase Contract is a Buyer-business entity, the Organizer is responsible for damages caused by violations of obligations listed in the Purchase Contract.
4. Participation at the Festival is voluntary. Each Attendee is responsible for themselves and their actions before, during, and after the Festival and for any damages they cause. The Organizers are not responsible for damages caused during the Festival by individual Attendees.
5. The Organizer is not responsible for the health of Attendees. Attendees declare by their attendance at the Festival that their health is not an obstacle to their presence.
6. It is forbidden to consume any drugs at the Festival with the exception of alcoholic beverages purchased at the Festival. Open fires are forbidden at the Festival except for areas so designated.
7. Attendees are obliged to maintain social norms and must not commit violence or act inappropriately toward other Attendees. Quiet hours are observed according to valid legislation.
8. Each Attendee will receive an ID band upon registration that must be worn visibly (i.e. on the wrist). The band grants access to the grounds with the option to come and go. The ID band is non-transferable. If damaged, the Attendee must ask the Organizer for a replacement for a fee of CZK 500. Each Attendee is obliged to show their ID band when asked by organizers or security personnel.
9. The Festival Organizer is authorized to remove an Attendee from the Festival without the right for a refund or repayment of any other costs in cases of repeated failure to follow instructions from organizers, violations of the T&C, or the violation of other Attendees' rights.

## **VII. Participation at the Festival**

1. The payment of the fee and the ticket grant access to the Festival and all performances in accordance with the ticket category, but does not include lodging and food costs.
2. The ticket is non-transferrable, and tickets sold in advance at reduced prices cannot be resold.
3. Attendees are aware that all retailers within the Festival grounds use a cashless payment system. The Organizer has the right to change the conditions for using this system and its fees if

announced in advance to Attendees.

4. The Attendee is obligated to obey the rules of the Festival grounds and the Festival itself.
5. Animals are prohibited from attending the Festival.
6. The attendance of minors at the Festival is conditioned by the accompaniment of an adult over 18 years of age and under conditions stipulated in Czech law. In such cases, the adult is fully responsible for the minor and assures they will not participate in activities that could damage their development. The Organizer will not provide supervision of children during the Festival.
7. Handicapped Attendees (especially those with accompaniment) can ask for a guide that will accompany them for free during the Festival. Handicapped Attendees must discuss their attendance with their therapist or physician and inform the Organizer of their condition beforehand.
8. Photography or any recordings are only permitted with special permission from the Organizer.
9. By participating, the Attendee gives consent to the use of illustrative images. If the Attendee does not consent to the publication of their image, this must be announced to the Organizer beforehand.
10. Attendees are obliged to follow instructions from the Organizers and uphold social norms and the provisions of the T&C.

### **VIII. Options for Amicable Conflict Resolution**

1. In case of a conflict between the Buyer-Consumer and the Organizers over the Purchase Contract, the Buyer is obligated to submit a proposal of a solution to the Czech Commercial Inspection Authority through the contact information on the body's website to reach an agreement with the Organizers. The submission of the proposal and participation in the proceedings is free for the Buyer while each side pays any costs associated with proceedings by themselves. The selection of arbitration proceedings is voluntary for the Buyer.
2. Arbitration is governed by para. 20d et. al. of law # 634/1992 Coll. the Consumer Protection Law. The arbitration proposal must include the information listed in para. 20n of the law. The proposal can be submitted up to 1 year from the day the Buyer made the claim that is the subject of the conflict to the Organizer (i.e. from the first return of goods, or from the request to return the fee after validly cancelling the contract if the Organizer is late with its refund).
3. Buyers that are residents of other EU states, Norway, or Iceland are authorized to file their arbitration proposal to the European Consumer Centres Network in their country of residence and their list can be found on the European Commission website.

### **IX. Final Provisions**

1. If the Buyer is a foreign entity, Czech law is valid for any legal relationship created by the Purchase Contract or any other legal relationship created using the e-shop. The use of the UN Convention on Contracts for the International Sale of Goods is specifically prohibited.
2. The Organizer is authorized to operate an e-shop on the basis of trade licenses and its activity is not subject to other permits.
3. The Buyer has the opportunity to express written or electronic complaints to the Organizer at the contacts listed in Article 1.1.2. The Organizer will react in the same form (in writing or by e-mail). The Organizer reserves the right not to react to complaints from third parties that did not complete a contract with the Organizer.
4. If any individual provisions of these terms and conditions are invalid, the remaining provisions in the terms and conditions or the Purchase Contract are not invalidated.
5. These terms and conditions are valid from *1.1.2022*