

GENERAL TERMS AND CONDITIONS

I. Subject of the General Terms and Conditions

MADWIRE, s. r. o., with registered office at Šoltésovej 14, 811 08 Bratislava, Company ID: 47 436 310, Tax Identification Number: 202 390 1869, VAT Identification Number: SK 202 390 1869, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File no.: 92577/B hereby issues these General Terms and Conditions in order to modify the terms of the provision of the Services on the Site.

II. Definition of Terms

1. **Site** is a web site available on the Internet located on www.predpredaj.sk and www.predpredaj.zoznam.sk.

2. **Service** is a separate sales and information electronic system for the sale and distribution of Tickets and Gift Vouchers intended for the purchase of Tickets and the publication of information about Events. The Service is provided through the Site.

3. **Event** is a public performance, concert or social event of a cultural or sporting nature (such as concerts, festivals, theatre, musical productions, audiovisual productions, film productions, sports or other social events) for which Tickets are sold through the Service and organized or coordinated by the Organiser.

4. **Ticket** is a confirmation issued after a one-time payment enabling the Owner to enter an Event (usually one-off entry), for which it was purchased. The Ticket is valid only for the Event for which it was purchased, it can not be used to enter another Event. After leaving the Event venue, the Ticket becomes invalid, with the exception of the Repeat Entry Ticket for one or more Days. Current Ticket prices for individual Events are published on the Site. The Ticket may be issued in one of the following forms:

a) **Standard Ticket** is issued in paper form. Standard tickets are available in the distribution network of Ticket Delivery Points (hand out of Tickets that the Buyer bought on the Site only) This type of Ticket includes, in particular, the name of the Event, the date of the Event, the start time of the Event, the Event venue, a number or other sector / seat designation, Ticket price, QR code or Barcode, Event Organiser identification, Ticket ID, gold protective strip, Ticket serial number, date and time of the Ticket sale. The Buyer is entitled to pick up the Standard Ticket at any Ticket Delivery Point within a time limit to pick it up.

b) **Electronic Ticket** is issued in electronic form. Such a Ticket in electronic form is delivered to the Buyer at the given email address and it is at the same time stored in the Customer Profile on the Site; Buyer (Owner of the Ticket) is entitled to participate in the Event for which the Electronic Ticket was purchased only provided that the Electronic Ticket was printed out on A4 plain paper using a laser printer without any text overlay at the original size without reduction and magnification, each Electronic Ticket must be printed out on a separate sheet of paper (A4 size). This type of Ticket includes the name of the Event, the date of the Event, the start time of the Event, the Event venue, a number or other sector / seat designation, Ticket price, QR code or Barcode, Event Organiser identification, Ticket ID, date and time of the Ticket sale.

5. **Seller** is MADWIRE, s. r. o., with registered office at Šoltésovej 14, 811 08 Bratislava, Company ID: 47 436 310, Tax Identification Number: 202 390 1869, VAT Identification Number: SK202 390 1869, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, File no.: 92577/B, which on the basis of a contract concluded with the Event Organiser, mediates, arranges the distribution and sale

of the Tickets for the Event, through its own sales system - i.e. the Service. The Seller secures the sale and distribution of Tickets through the Service in the name and on behalf of the Organiser. The Seller also allows purchase of a Gift Voucher intended for the purchase of Event Tickets through the Service. Sale of the Gift Voucher is made by the Seller on his own behalf and on his own account.

6. **Organiser** is an entity that organises and / or coordinates the Event, or mediates its performance (such as theatre, concert, cinema) which is in a contractual relationship with the Seller, whereby the Seller arranges for the sale of Tickets for Events and the exercise of related activities on the basis of a contract concluded with him.

7. **Buyer** is a natural person, who bought the Tickets on the Site through the Service.

8. **Ticket Owner** is the Ticket holder.

9. **Contract of Sale** is an agreement concluded between the Buyer on the one hand and the organiser on the other, in the name and on behalf of which the Seller enters into the Contract of Sale. The Contract of Sale is concluded when the Buyer pays the Ticket price. Subject of the Contract of Sale is the sale of the Ticket by the Organiser (through the Seller) to the Buyer. By entering into a Contract of Sale, a legal relationship exists between the Organiser and the Buyer.

9. **QR code** (Quick Response) code is a specific and unique two-dimensional code, consisting of black and white fields, which contains encoded information about the Ticket or the Gift Voucher.

10. **Barcode** is machine-readable marking by means of a set of thick and thin lines, which contains encoded information about the Ticket or the Gift Voucher.

11. **Gift Voucher** is a postal stationery that serves to cover the price of the Event Ticket at the value at which the Gift Voucher was issued and only during the validity period for which the Gift Voucher is issued. The Gift Voucher for the current calendar year can be purchased by the end of October of the given calendar year and this voucher is valid and only applicable until the end of the calendar year for which it was purchased. Sale of Gift Vouchers for the next calendar year (the year following the current calendar year) begins with the month of November of the current year, this Gift Voucher being valid and usable until the end of the calendar year for which it was purchased (in the year following the calendar year, in which the Gift Voucher was purchased). The Gift Voucher may be issued in one of the following forms:

a) Standard Gift Voucher is a Gift Voucher purchased by the User on the Site. The Standard Gift Ticket is issued in paper form at the Ticket Delivery Point. Standard Gift Vouchers are available in the distribution network of Ticket Delivery Points (hand out of the Gift Tickets purchased by the Buyer on the Site only). This Gift Voucher type contains in particular the Gift Voucher ID, nominal value of the Gift Voucher (the value at which the Event Ticket can be purchased), gold protective strip, the unique code used to apply the Gift Voucher, the validity period of the Gift Voucher (the period during which the Gift Voucher should be used for the purchase of the Event Ticket). The Buyer is entitled to pick up the Standard Gift Voucher at a Ticket Delivery Point within a time limit to pick it up.

a) Electronic Gift Voucher is a Gift Voucher purchased by the User on the Site. This Gift Voucher is issued in electronic form and is delivered to the User who made the purchase on the Site at the e-mail given address and at the same time, it is stored in the Customer Profile on the Site. This Gift Voucher type contains in particular the Gift Voucher ID, nominal value of the Gift Voucher (the value at which the Event Ticket can be purchased), the unique code used to apply the Gift Voucher, the validity period of the Gift Voucher (the period during which the Gift Voucher should be used for the purchase of the Event Ticket).

13. **Gift Voucher Owner** is the Gift Voucher holder.

14. **Customer profile** is a feature set on the Site that allows a person who is a user registered on the Site after using unique login details with the help of a login name and password, in particular to buy Event Tickets and / or Gift Vouchers, track payment execution status, access purchased Tickets and / or Gift Vouchers and other features that are currently offered by the Seller.

15. **User** is a person, to whom a Customer Profile based on the registration on the Site has been created.

16. **Ticket Delivery Point** is a store or other facility or operation of a person other than the person of the Seller and the person of the Organiser who is authorised to issue Standard Tickets and / or Standard Gift Vouchers based on a contract concluded with the Seller. The Ticket Delivery Point will issue a purchased Ticket and / or Gift Voucher to the Buyer once the unique code has been verified to identify the order. The List of Ticket Delivery Points that issue Standard Tickets and Standard Gift Vouchers is available on the Site. [Are you interested in viewing the list of Ticket Delivery Points?](#)

17. **GTCs** are these General Terms and Conditions of the Seller, which are part of each Contract of Sale and, in the event of an update of the GTCs, the version of the GTCs currently in effect at the time of the Contract of Sale is used. The current GTCs text is available on the Site.

18. **Complaint Order** is the Seller's complaint procedure, which regulates the procedure for handling a Buyer's claim in relation to the Seller's Services provided (according to Section 3 of the Complaint Order). The Complaint Order is an integral part of the GTCs and, in the case of a specific complaint, it is used in the version in force at the time of the conclusion of the Contract of Sale. Unless otherwise provided in these GTCs, other matters not governed by the Complaint Order, i. e. in particular but not exclusively, in matters relating to the cancellation of the Event, changes to the date of the Event, etc., the Buyer is obliged to contact the Organiser directly. [Are you interested in viewing the Complaint Order?](#)

19. **Consumer Protection Act** is Act No. 250/2007 Coll. on Consumer Protection and on Amending the Act of the Slovak National Council no. 372/1990 Coll. on Offences as amended.

20. **ZoOS** is Act No. 102/2014 Coll. on the protection of the consumer in the sale of goods or the provision of services on the basis of a distance contract or a contract concluded outside the premises of the seller and on amendments to certain acts.

21. **The Act on the Protection of Personal Data** is Act No. 122/2013 Coll. on the Protection of Personal Data and on Amendments to Certain Acts as amended.

III. Introductory Provisions

1. The Seller, on a contractual basis with the Organiser through the Site on which he provides the Services, secures as an intermediary the sale and distribution of Event Tickets in the name and on behalf of the Organiser, and at the same time, in the name and on behalf of the Organiser, accepts Buyers' funds corresponding to the Ticket purchase price. By paying the Ticket purchase price, the Buyer enters into a legal relationship directly with the particular Organiser of the selected Event.

2. The Seller secures only the sale of the Tickets for the Organiser, the Seller is in no way involved in the organisation and the implementation of the Event, this is ensured in its entirety by the Organiser. The Organiser is responsible for organising, modifying or cancelling the Event in its entirety.

3. The Seller also sells Gift Vouchers that are intended for buying Tickets through the Site. By purchasing the Gift Voucher, a legal relationship is established between the Seller and the User who bought the Gift Voucher.

IV. Registration on the Site and Granting Consent to the Processing of Personal Data, Creation of the Customer Profile, User Permissions

1. In order for a natural person to use the Services, i. e. in particular to be able to buy Event Tickets and / or Gift Vouchers through the Site, that person is required to make a registration on the Site. Registration on the Site is free of charge.
2. Registration under the preceding GTCs point consists of filling in the registration form which the person is required to fill in truthfully.
3. Part of registering on the Site is granting consent to the processing of personal data of a person interested in creating a Customer Profile on the Site. With the scope of personal data being processed, the purpose of processing personal data, including the disclosure of a person's rights related to the protection of personal data, the person is notified prior to the creation of the Customer Profile in the document entitled "Granting consent to the processing of personal data and information on rights to privacy" ([Are you interested in viewing the document entitled "Granting consent to the processing of personal data and information on rights to privacy"](#)), with which the person making the registration has given his / her consent before submitting the registration form itself. Without expressing consent to the document marked as "Granting consent to the processing of personal data and information on rights to privacy", it is not possible to submit a registration form and therefore successfully complete the registration associated with the creation of the Customer Profile. The consent to the processing of personal data is granted for the duration of the Customer Profile. The user, for whom a Customer Profile has been created, is entitled to withdraw his consent to the processing of personal data that has been given to the Seller in the context of the document entitled "Granting consent to the processing of personal data and information on rights to privacy" at any time, in the form of cancellation of his Customer Profile. The user acknowledges that any comments, personal data protection issues can be sent electronically to info@predpredaj.sk.
4. By submitting a registration form, the User declares the truth of the data listed in the registration form. In the event of any change in the data provided in the registration form, the User is required to update them.
5. The Customer Profile is created for the User immediately after submitting the registration form. Unless otherwise provided in these GTCs, the duration of the Customer Profile is solely at the discretion of the User who may cancel the Customer Profile at any time by following the procedure specified on the Site and in these GTCs.
6. By registering on the Site and creating a Customer Profile, the User obtains the following user permissions:
 - the possibility of purchasing Tickets and / or Gift Vouchers on the Site through the Service,
 - browsing the history of the purchased Tickets and / or Gift Vouchers on the Site through the Service,
 - monitoring the state of payment execution for the Ticket and / or the Gift Voucher purchased on the Site through the Service,
 - printing Electronic Tickets and / or Electronic Gift Vouchers,
 - sending Electronic Tickets and / or Electronic Gift Vouchers to any e-mail mentioned by the User.
7. The Seller saves in the Buyers' devices (computer etc.) the so-called "Cookies" as small amounts of data, such as the name of the Internet Service Provider and the IP address through which the User enters the Customer Profile, the date and time of access to the Services etc. This is a functional data associated with the Site itself to improve the functionality of the Site. When re-visiting the Site, the Site will use this data to better identify Users.

8. The user acknowledges that disagreement with the storing of cookies or the restriction of their acceptance may result in a malfunction of the Site.

V. Cancellation of the Customer Profile

1. The User is entitled to cancel his Customer Profile, without giving any reason and at any time during the Customer Profile. The User can only cancel his Customer Profile on the basis of a prior request by the User to cancel the Customer Profile sent to the e-mail address info@predpredaj.sk. The Seller without undue delay, i. e. no later than within 3 days from the date of delivery of the User's request to cancel the Customer Profile, cancels the Customer Profile of the User and proceeds to liquidate the personal data of this User in accordance with the Personal Data Protection Act. [Are you interested in cancelling your Customer Profile?](#)

2. By cancelling the Customer Profile, the User loses access to the Services, i.e., to the user permissions defined in Article IV. point 6 of these GTCs.

VI. Purchase of Ticket through the Service and Payment for Tickets Purchased on the Site

1. Tickets can be purchased using the Service only by persons who have created a Customer Profile on the Site, through the order form. The User can purchase up to 8 Tickets per Event using the Service, based on one order (order form), i. e. if the User is interested in buying more Tickets per Event, the User is required to place another order (send another order form).

2. The order form is an electronic form containing the details of the Event (date, time, venue), personal information of the Buyer in the scope provided for registration on the Site and the creation of the Buyer's Customer Profile, the number and specification of purchased Tickets (e. g. sector count etc., if the Organiser offers such Ticket type). By completing the order form, by confirming the correctness of the data given in the order form and by sending it through the Service, the Tickets are ordered. The Ticket order will be automatically cancelled if the User fails to pay the purchase price (entrance fee) for the ordered Ticket within the meaning of these GTCs and within the time limit set by the Seller and indicated in the Customer Profile.

3. The conclusion of the distance Contract of Sale between the User as the Buyer on the one hand and the Organiser on the other hand, on the basis of which the Seller provides the User with the Ticket, is carried out by paying the purchase price for the ordered Ticket in accordance with these GTCs and the Seller's instructions given in the Customer Profile. An integral part of the Contract of Sale concluded on the basis of the Ticket order under these GTCs is also a statement by the User confirming that the Buyer has become acquainted with these GTCs, which are an integral part of the Contract of Sale, and fully agrees with them and also a declaration that all User specified data in the order form is true and binding.

4. The User can pay the purchase price for each ordered Ticket non-cash via CardPay (for customers of all banks) or via internet banking (for customers of selected banks). How to pay for Tickets will be determined by the User upon purchase. Payment of the Ticket purchase price can not be made at the Ticket Delivery Points. If the User is at the same time an owner of the Gift Voucher, he is entitled to use the Gift Voucher to cover the Ticket purchase price in accordance with Art. VII point 13. of these GTCs.

5. Upon payment of the Ticket purchase price by the User, The Seller shall deliver to the User a confirmation of the payment of the Ticket purchase price by e-mail specified by

the User in the Customer Profile. The Ticket purchase price is considered to be paid on the day of credit of the amount of each ordered Ticket purchase price to the Seller's bank account as an intermediary for the sale of Tickets for selected Events.

6. When ordering a Ticket, the User selects the Ticket form he is interested in and this selection is binding, i. e. either a Ticket in the form of an Electronic Ticket or a Standard Ticket.

7. In the event that the User opts for an Electronic Ticket upon ordering the Ticket, this Ticket is made available to the Buyer's Customer Profile upon payment of the purchase price of the Ticket and it is also sent to the Buyer's e-mail stated in the User's Customer Profile. The Buyer can download the Electronic Ticket available in his Customer Profile in the .pdf format and / or print out and / or send to an email address specified by the Buyer. Entry to the Event is only possible upon submission of the printed version of the Electronic Ticket in accordance with these GTCs.

8. In the event that the User chooses to purchase a Standard Ticket when purchasing a Ticket, the Buyer is required to pick this Ticket up at the Ticket Delivery Point at the time specified by the Seller in the Customer Profile, i. e. unless stated otherwise, on the day of the Event at the latest and at the opening hours of the Ticket Delivery Point, but not later than at the time of the start of the Event for which the Ticket is to be issued upon submission of the verification code used to pick up the Standard Ticket. The verification code to pick up the Standard Ticket purchased through the Service is sent to the Buyer by e-mail specified in his Customer Profile and it is also made available in the Buyer's Customer Profile.

9. In the case of entry verification via the QR code or the Barcode, a rule applies that after entering the Event and verifying entry to the Event based on the Ticket, the QR code or Barcode will be automatically deactivated and the Ticket can not be re-used. The Organiser will only allow entry to the Event on the basis of that Ticket, which will be verified by a reader for the appropriate code (i.e., QR Code or Barcode) as the first. Re-submitted Ticket or copy of Ticket does not entitle its holder to enter the Event, regardless of who submits it.

10. The Ticket serves as a tax receipt for the purchase of Ticket.

11. A Ticket without a QR code or Barcode or otherwise damaged Ticket is invalid and the Ticket Owner will not be allowed to enter the Event.

12. Upon receipt of the Ticket, the Buyer takes on full responsibility for its loss, damage and / or theft. In case of loss, damage or theft of the Ticket, the Seller does not provide a new / replacement Ticket.

13. Purchased Tickets can not be returned or exchanged for other Tickets or cash.

14. The Buyer has no right to withdraw from the Contract of Sale concluded with the Organiser, in accordance with § 7 par. 6 letter k) ZoOS (provision of services related to leisure activities).

VII. Purchase of Gift Voucher, Use of Gift Voucher, Payment for Gift Voucher

1. The User is entitled to purchase a Gift Voucher through the Site by filling out the order form. The order form is an electronic form containing the Gift Voucher data, in terms of the number of items and the nominal value of the Gift Voucher, indication of the calendar year in which the Gift Voucher is valid (in accordance with the rules under these GTCs), the Buyer's data to the extent provided for registration on the Site. By completing the order form, by confirming the correctness of the data given in the order form and by sending it through the Service, the Gift Vouchers are ordered. The Gift Voucher order will be automatically cancelled if the User fails to pay the price for the Gift Voucher in

accordance with these GTCs and within the time limit set by the Seller and indicated in the Customer Profile.

2. The conclusion of the distance Contract of Sale between the User on the one hand and the Seller on the other hand, on the basis of which the Seller provides the User with the Gift Voucher, is carried out by paying the purchase price for the ordered Gift Voucher. By purchasing the Gift Voucher, a legal relationship is established between the User who purchased the Gift Voucher and the Seller. An integral part of the Contract of Sale concluded on the basis of the Gift Ticket order is also a statement by the User confirming that the User has become acquainted with these GTCs, which are an integral part of this Contract of Sale, and fully agrees with them and also a declaration that all User specified data in the order form is true.

3. The User can pay the purchase price for each ordered Gift Voucher non-cash via CardPay (for customers of all banks) or via internet banking (for customers of selected banks). Payment of the Ticket purchase price can not be made at the Ticket Delivery Points.

4. Upon payment of the Ticket purchase price by the User, The Seller shall deliver to the User a confirmation of the payment of the Gift Voucher purchase price by e-mail specified by the User in the Customer Profile. The Ticket purchase price is considered to be paid on the day of credit of the amount of each purchased Gift Voucher purchase price to the Seller's bank account.

5. Before sending and confirming the order form, the User selects the Gift Voucher form, i. e. the Standard Gift Voucher or the Electronic Gift Voucher that he is interested in buying.

6. In the event that the User opts for an Electronic Gift Voucher upon purchasing the Ticket, this Gift Voucher is made available to the User's Customer Profile upon payment of the purchase price of the Gift Voucher and it is also sent to the User's e-mail stated in the Customer Profile. The User can download the Electronic Gift Voucher available in his Customer Profile in the .pdf format and / or print out and / or send to an email address specified by the User.

7. If the User opts for the Standard Gift Voucher when purchasing the Gift Voucher, the User is required to pick it up at the Ticket Delivery Point at the time specified by the Seller in the Customer Profile, i. e. at the latest within the validity period of the Gift Voucher and at the opening hours of the Ticket Delivery Point, upon submission of the verification code used to pick up the Standard Gift Voucher. The verification code to pick up the Standard Gift Voucher purchased through the Service is sent to the User by e-mail specified in his Customer Profile and it is also made available in the User's Customer Profile.

8. Upon receipt of the Gift Voucher, the User takes on full responsibility for its loss, damage and / or theft. In case of loss, damage or theft of the Gift Voucher, the Seller does not provide a new / replacement Gift Voucher.

9. The User who purchased the Gift Voucher through the Service is entitled to withdraw from the contract without giving any reason within 14 calendar days from the date of delivery of the Gift Voucher (as of the date of delivery to the e-mail in case of the Electronic Gift Voucher and / or as of the date of picking up the Gift Voucher at the Ticket Delivery Point). No other person than the User who bought the Gift Voucher can withdraw from the Contract of Sale for the Gift Voucher. The Gift Voucher price will be refunded to the User who bought the Gift Voucher in the event of withdrawal from the Contract of Sale for this Gift Voucher, within 14 days of receipt of the notice of withdrawal. Withdrawal from the Contract of Sale under this point of the GTCs is possible through an electronic form, which is published on the Site. User who wishes to withdraw from a Contract of Sale under this point is required to fill in an electronic withdrawal form

and send it within the time limit under these GTCs at the latest. [Are you interested in withdrawing from the Contract of Sale for the Gift Voucher?](#)

10. User who bought a Gift Voucher is not entitled to withdraw from the Contract of Sale under the preceding point of these GTCs if the Gift Voucher has been used before the expiry of the withdrawal period.

11. The Gift Voucher can be used to buy Tickets or to give it to a third person who uses it to buy Tickets. A voucher that was not used to buy Tickets during the validity period marked on the Gift Voucher will lose its validity and can no longer be used. Upon expiration of the Gift Voucher's validity without being used for the purpose for which it is intended, the User who purchased the Gift Voucher is not entitled to a refund of the Gift Voucher.

12. The Gift Voucher must be used during one order in the whole value of the Gift Voucher, it is not possible to use it partially for several orders. The Ticket price exceeding the value of the Gift Voucher must be paid by the Owner of the Gift Voucher upon purchase of the Ticket via any of the available means of payment for the Ticket price under these GTCs. The value of the Gift Voucher, which will not be used within one order made, will lose its validity and the entire Gift Voucher is deemed to have been fully used.

13. The Owner of the Gift Voucher can pay the Ticket price using the Gift Voucher in the following way: by entering the unique Gift Voucher code in the place specified in the order form.

14. By purchasing Ticket using a Gift Voucher, a legal relationship is established between the Organiser of the Event, for which the Owner of the Gift Voucher bought the Ticket, on the one hand, and the Owner of the Gift Voucher, on the other hand, within the meaning of these GTCs.

15. The Owner of the Gift Voucher, who bought a Ticket using the Gift Voucher, enters the legal status of a Buyer and Owner of the Ticket.

VIII. Change and / or Cancellation of the Event, Procedure for Reimbursement of Ticket Prices

1. In the event of a change or cancellation of the Event, the Organiser will inform the Buyer himself or through the Seller if the Seller has agreed so with the Organiser, of the change or cancellation of the Event, as well as the reasons for changing or cancelling the Event and on the procedure and means of reimbursement of the Ticket price. If the Seller is entitled under the preceding sentence, the Seller will inform the Buyer about the facts under the previous sentence by publishing a notice on the Site and / or by e-mail sent to the Buyer's e-mail address specified in the Customer Profile.

2. If, according to the Seller's notice of change / cancellation of the Event, the purchase price for each purchased Ticket for a changed or cancelled Event will be refunded by the Seller, the Buyer is required to send a return purchase price request for each purchased Ticket for the changed / cancelled Event claim the refund of the Ticket for cancelled or changed Event Required to Send a Return Purchase Price Request for each Purchased Ticket for the changed / cancelled Event via e-mail to the Seller's email – reklamacie@predpredaj.sk or in writing to the Seller's address when claiming a refund. In the request, the Buyer is required to state his name and surname, the name of the changed / cancelled Event, the Buyer's e-mail address stated on the order of the Ticket for the changed / cancelled Event, the Ticket order number for the changed / cancelled Event, contact details (i. e. email and / or postal address), to which the Buyer will be sent a confirmation of handling of such Buyer's request, the Ticket number and the bank account number where the Buyer requests to return the Ticket purchase price. The request for a refund of the Ticket purchase price for a changed / cancelled Event must be

accompanied by a relevant proof of payment of the Ticket purchase price (e. g. bank statement). Only the Buyer can request a refund of the Ticket price under this point of the GTCs.

3. The Seller may return the purchase price of the purchased Ticket for the changed / cancelled Event only after agreement with the Organizer of the changed or cancelled Event. In the event that the Organizer of the changed / cancelled Event, on the basis of their mutual agreement, does not authorise the Seller to refund the Ticket price for the changed / cancelled Event to the Buyer, the purchase price for each purchased Ticket for the changed or cancelled Event will be refunded directly by the Organiser and the Buyer is obliged in this case to send a request for a refund of the purchase price for the purchased Ticket directly to the address of the Organizer of the changed / cancelled Event mentioned in the Seller's notice of the change / cancellation of the Event.

4. In the event of a change / cancellation of the Event, except for the claims of the preceding points of this Article under these GTCs, the Buyer will not be eligible for compensation for any other Buyer's (Owner's) expenses incurred in connection with the changed / cancelled Event (e. g. transport to the Event venue, accommodation, food, delivery of Tickets, etc.).

IX. Rights and Obligations of the Owner of the Ticket

1. The Owner of the Ticket is entitled to use the single entry Ticket for the Event for which it was purchased (with the exception of the repeat entry Ticket enabling the Owner entry for one or more Days - e. g. music festivals, etc.) /hereinafter the "**pass**"). After leaving the Event venue, the Ticket (except for a pass) becomes invalid unless the Organiser expressly provides otherwise for a particular Event. The terms of use of a pass are determined by the Organiser of the Event in question.

2. Upon purchase of the Ticket, the Owner of the Tickets enters into a contractual relationship with the Organiser of the Event and declares that he is aware of the fact that he is required to follow the organisational and security instructions of the Organiser or the designated person by the Organiser authorised to refuse entry of the Owner of the Ticket to the Event or limit the movement of the Owner of the Ticket at the Event venue.

3. The User is required to check the Ticket and the details on it immediately upon delivery to the e-mail stated by the Ticket User in the Customer Profile or after being stored in the Customer Profile or picked up at the Ticket Delivery Point. The Owner of the Ticket is required complain against any possible defects of the Ticket without undue delay in accordance with Article XI. of these GTCs.

4. The Owner of the Ticket is required to keep the Ticket as a tax document. The Owner of the Ticket is entitled to use the Ticket only for the purpose for which the Ticket is intended, i.e. any other use is prohibited.

5. The preceding provisions of this Article of the GTCs shall also apply mutatis mutandis to the rights and obligations of the Owner of the Gift Voucher.

X. Delivery Terms and Liability for Damage

1. Buyer personally takes over the Standard Ticket at the Ticket Delivery Point if the Ticket was purchased through the Service, provided that he has chosen the Standard Ticket form when ordering the Ticket. Buyer will only be handed over the Ticket at the Ticket Delivery Point, provided that the Buyer has paid the Ticket price in the manner and within the time limit specified on the Site (in the Customer Profile), and provided that he submits the verification code at the Ticket Delivery Point provided to him upon

the purchase of the Ticket. Buyer is responsible for the correct and timely pick-up of the Ticket at the Ticket Delivery Point in accordance with the Seller's instructions stated on the Site (in the Customer Profile) and in accordance with these GTCs.

2. In the event that the Buyer opts for the Electronic Ticket form when ordering a Ticket, the Buyer will have the Electronic Ticket available at the email address he has entered upon the purchase of the Ticket and / or in the Buyer's Customer Profile provided the Buyer has paid the Ticket price in the manner and within the time limit specified on the Site and in accordance with these GTCs.

3. Buyer personally takes over the Standard Gift Voucher at the Ticket Delivery Point if the Gift Voucher was purchased through the Service, provided that he has chosen the Standard Gift Voucher form when ordering the Gift Voucher. Buyer will only be handed over the Gift Voucher at the Ticket Delivery Point, provided that the Buyer has paid the Gift Voucher price under these GTCs and within the time limit specified on the Site (in the Customer Profile), and provided that he submits the verification code at the Ticket Delivery Point provided to him upon the purchase of the Gift Voucher. Buyer is responsible for the correct and timely pick-up of the Gift Voucher at the Ticket Delivery Point in accordance with the Seller's instructions stated on the Site (in the Customer Profile) and in accordance with these GTCs.

4. In the event that the Buyer opts for the Electronic Gift Voucher form when ordering a Gift Voucher, the Buyer will have the Electronic Gift Voucher available at the email address he has entered upon the purchase of the Gift Voucher and / or in the Buyer's Customer Profile provided the Buyer has paid the Gift Voucher price in the manner and within the time limit specified on the Site and in accordance with these GTCs.

5. The Buyer is fully responsible for breaching his obligations, notably but not exclusively:

- a) for damage and loss of the Ticket and / or Gift Voucher, and upon receipt of the Ticket and / or Gift Voucher by the Buyer, or for the loss of the verification code on the basis of which the Standard Ticket and / or the Standard Gift Voucher shall be handed over,
- b) for non-acceptance, or delayed receipt of Standard Tickets and / or Standard Gift Vouchers deposited at the Ticket Delivery Point,
- c) for not performing the check of received Tickets and the data listed on the Standard Ticket and / or Gift Voucher immediately after receiving them,
- d) for delayed or failed delivery of Electronic Tickets and / or Electronic Gift Vouchers to the e-mail or to the Buyer's Customer Profile due to incorrect or incomplete information provided by the Buyer upon ordering the Ticket,
- e) for not performing the check of delivered Electronic Tickets and / or Electronic Gift Vouchers and the data provided on the Electronic Ticket and / or Electronic Gift Voucher immediately upon receipt of the Ticket to the email address or the Buyer's Customer Profile,
- f) for improper printing of the Ticket and / or Gift Voucher if the Buyer has not complied with the minimum technical requirements for printing Electronic Tickets in accordance with these GTCs,
- g) for the absence of a printed version of the Electronic Ticket upon entry to the Event for the purpose of demonstrating the entry permission of the Owner of the Ticket for the Event in question,
- h) for late arrival at the Event venue, for not taking advantage of the Event Ticket,
- i) for damage caused by the absence of antivirus programmes and / or other security systems in Buyer's technical equipment used for the purchase and deposit of the Ticket and / or Gift Voucher using the Buyer's and / or Owner's device,
- j) for damage caused by the failure to fulfil the general prevention obligation and data protection obligations by Buyer and / or Owner of the Ticket,

k) for damage caused by the loss of any data, in particular in connection with illegal software and in connection with the back-up of data used by Buyer and / or Owner of the Ticket.

4. The Seller is not responsible for damages caused by software or third party products used to buy or deliver Ticket, damage caused by data leakage or their loss or damage, despite the Seller's reasonable efforts to properly protect the data.

XI. Complaint Order

1. The Owner of the Ticket is entitled to file a complaint with the Seller in matters relating to the Seller's Services (as per point 3 of the Complaint Order), and the conditions for claiming against the Seller are governed by the Complaint Order which forms an integral part of these GTCs.

2. Unless otherwise provided in these GTCs, in other matters not covered by the Complaint Order, that is, especially in matters relating to the organisation and implementation of the Event, cancellation or change of the Event, etc., the Buyer shall be obliged to apply his possible claim directly to the Organiser.

XII. Final Provisions

1. The User is obliged to become acquainted with the GTCs text in its current version prior to the binding confirmation of the purchase of the Ticket and / or the Gift Voucher. The text of the GTCs, with which the User got acquainted before the purchase of the Ticket, is always used for the given relationship.

2. All legal relations between the Seller and the Buyer, or the User are subject to the legal order of the Slovak Republic. Relationships that are not covered by the Contract of Sale and / or a contract, the subject of which is a purchase of the Gift Voucher, and these GTCs are governed by the provisions of other applicable laws in force in the Slovak Republic.

3. If these GTCs do not provide otherwise, communication between the Seller and the User and / or the Buyer resulting from the use of the Services shall be conducted exclusively in electronic form.

4. If the Seller, User or Buyer can not resolve disputes out of court, they are entitled to resolve the dispute through court proceedings, and in the case of a legal dispute, the jurisdiction of the Slovak court is determined according to the rules laid down in the relevant legislation of the Slovak Republic.

5. An integral part of these GTCs is the Complaint Order. [Are you interested in viewing the Complaint Order?](#)

6. These GTCs are effective from 08.06.2017.

In Bratislava, 08.06. 2017

MADWIRE, s.r.o.