

BUSINESS TERMS FOR PURCHASE IN STUP ENEK

I. Introductory Provisions

1. These terms and conditions and the complaint procedure (hereinafter referred to as the "Terms and Conditions for Purchase") regulate the rights and obligations of the company Prague City Swim, zs. By the Municipal Court in Prague, section L, file 71930 (hereinafter referred to as "PCS") and third parties during the sale of tickets to a sports event organized by Prague City Swim, zs., also as the Event Organizer.
2. These Terms and Conditions for purchase form an integral part of the contract concluded between the Organizer of the Event as the seller and buyer of tickets for the Event, and the buyer, by purchasing tickets, simultaneously confirms that he has familiarized himself with these Terms and Conditions for purchase.
3. The organizer of the Event sells tickets through the website www.praguecityswim.cz. _____

II. Object of the contract

1. The subject of the contract is the obligation of the Event Organizer to supply the buyer with tickets for the Event, in the required quantity limited availability of tickets to the buyer and the buyer's obligation to pay the entrance fee for the tickets.
2. The contract is concluded upon payment of the entrance fee by the buyer.
3. The organizer of the Event undertakes to deliver the tickets to the buyer without undue delay after payment of the entrance fee, with the understanding that in the case of purchasing tickets via the Internet, they will be delivered in electronic form to the e-mail address entered by the buyer, and in the case of purchasing tickets at the venue of the Event, the tickets will be delivered to the buyer immediately after paying the entrance fee. The buyer is not entitled to the delivery of the tickets before the admission fee for the tickets has been paid in full.
4. The delivery of the tickets to the buyer by the Event Organizer shall constitute all obligations of the Event Organizer arising from the contract fulfilled.

III. Rights and obligations of the contracting parties in relation to the event for which tickets are purchased

1. By purchasing a ticket, the buyer undertakes to comply with the rules established by the Organizer of the Event. Next, the buyer purchases tickets are bound by the operating and visiting regulations of the Event venue.
2. The organizer of the Event reserves the right to change its program, date and venue. By purchasing a ticket, the customer takes notice of this right of the Organizer.
3. For the validity and authenticity of tickets purchased in advance outside the website www.praguecityswim.cz Event organizer doesn't answer

IV. Ticket purchase procedure and payment terms

1. The price for each ticket is listed at www.praguecityswim.cz. Payment for the ticket is only possible by payment "Gopay".
2. "Gopay" payment is provided by the company Go pay s.r.o., ID number: 26046768, registered in the commercial register maintained by the Regional Court in Jeske Budjovice, section C, file 11030, with registered office at Plana 67, 370 01
3. The buyer agrees that by selecting the "Gopay" service for payment, he agrees to the general terms and conditions of Go pay s.r.o
4. The organizer of the Event is not responsible for any costs incurred by the buyer in connection with the purchase of a ticket resulting from the contractual relationship between the buyer and the bank that issued the buyer's payment card, or which leads to the buyer's bank account, or from the contractual relationship with the company Go pay s.r.o., through which the buyer made payment of the entrance fee.
5. Tickets are not sent by post, not even by cash on delivery.

V. Withdrawal from the contract

In accordance with the provisions of § 1837 letter j) Act No. 89/2012 Coll., Civil Code, as amended, the buyer does not have the right to withdraw from the contract concluded between the buyer and the Organizer in accordance with the provisions of § 1829 of the Civil Code (withdrawal from the contract within 14 days without giving reasons), to the fact that it is a contract for the use of free time and the fulfillment is provided by the entrepreneur, i.e. in this case the Organizer of the Event, on the specified date.

VI. Complaints Procedure

1. All complaints about tickets purchased at www.praguecityswim.cz are governed by these Business Terms and Conditions for purchase and the complaints procedure specified in this Article VI.
2. The buyer is entitled to a refund of the entrance fee for the ticket only in the cases specified below and for the conditions specified below conditions.
3. The buyer is not entitled to exchange the ticket, unless otherwise stipulated in these Terms and Conditions. In the event of damage, destruction, loss, theft or other impairment of the ticket, the ticket will not be replaced with a new one and the buyer will not be provided with compensation or refunded the price paid for the ticket.
4. The organizer of the Event bears no responsibility for the fact that the ticket is not delivered to the buyer for reasons on the part of the buyer, in particular for the reasons that it will not be possible to deliver the ticket to the buyer's e-mail address (e.g. an overflowing inbox, spam filter, etc.).
5. In the event that the buyer has not received the ticket within 1 hour after payment of the entrance fee at the latest, he is obliged to contact the Event Organizer immediately, but no later than 24 hours after the expiry of the above-mentioned deadline for delivery of the ticket, and report that he has not received the paid ticket. For these purposes, the buyer is obliged to inform the Organizer of the Event of the name, surname and e-mail that he indicated as contact, or identification data when purchasing a ticket. In the event that the Event Organizer discovers that the ticket has not actually been delivered to the buyer, and it is not the case mentioned in the previous paragraph 4 of these complaints regulations, and at the same time the buyer has notified the Event Organizer that the ticket has not been delivered to him, within the above-mentioned period and in the above-mentioned manner, will continue to proceed as follows:
 - a. The organizer of the Event undertakes to send to the buyer no later than 24 hours, but no later than 1 hour before the Event re- ticket to the e-mail entered by the buyer,
 - b. in the event that the Event has already taken place, the Event Organizer undertakes to return the paid entrance fee to the buyer, at the latest within 30 days from the day the buyer claims.
6. In the event that the Organizer changes the venue or date of the Event or completely cancels the Event, the buyer who provided his e-mail will be notified of this fact. The organizer of the Event is not responsible to the buyer for the fact that it will not be possible to reach him in time through this contact, nor for the fact that the buyer receives the notification sent on time with a delay.
7. If the Organizer changes the date of the Event, the buyer has the right to refund the entrance fee or exchange the ticket for a voucher for another purchase. The buyer can exercise this right no later than the 5th (fifth) working day following the original date of the Event and only if the ticket has not yet been used. If the buyer does not exercise his right within the specified period, it is considered that he is interested in participating in the Event on the changed date. In the event that the date of the Event is changed due to reasons beyond the control of the Organizer due to force majeure (e.g. natural disasters, epidemics, decisions of public authorities), the ticket remains valid for the changed date and the buyer has no right to a refund or exchange tickets.
8. If the Organizer completely cancels the Event, the buyer has the right to a refund of the entrance fee or a voucher for another purchase. The buyer can exercise the right to a refund of the entrance fee or a voucher for another purchase no later than the 5th (fifth) working day following the Event date. If the buyer does not exercise his right within the stated period, the buyer has the right only to exchange the ticket for a voucher for the next purchase. In the event that the Event is completely canceled for reasons beyond the control of the Organizer due to force majeure (e.g. natural disasters, epidemics, decisions of public authorities), the buyer has the right only to exchange the ticket for a voucher for the next purchase.
9. The organizer of the Event will refund the entrance fee in the manner described below and only up to the amount of funds that paid by the buyer.
10. In the event that the conditions for refunding the entrance fee according to paragraphs 7 to 9 of these complaint regulations are met, the

the entrance fee is refunded to the buyer as follows:

- a. in case of electronic ticket purchase via the website www.praguecityswim.cz the entrance fee will be refunded via the payment card used to pay the entrance fee, and in the case of payment by bank transfer to the bank account from which the entrance fee was sent,
- b. in case of ticket purchase via "Gopay" payment according to Article IV. paragraph 2 informs the Organizer of the Event about the cancellation payments. The entrance fee is then returned to the buyer by Gopay s.r.o. according to its terms and conditions.
- c. in the event of a refund of the entrance fee via a voucher for another purchase, the Event Organizer will send the voucher to the contact e-mail entered by the buyer when purchasing the ticket.

11. VII. Out-of-court settlement of disputes

In the event that a consumer dispute arises between the Organizer of the Event and a customer who is a consumer in connection with the purchase of a ticket for the Event organized by the Organizer or in connection with the conduct or progress of the Event, which cannot be resolved by mutual agreement between this customer and the organizer, the customer can submit a proposal for an out-of-court settlement of such a dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, website: <http://addr.coi.cz>. The customer can also use the online dispute resolution platform established by the European Commission on the website <http://ec.europa.eu/consumers/odr/>.

VIII. Protection of personal data when purchasing

1. During ticket sales, the Event organizer processes personal data provided by the buyer when purchasing a ticket, in accordance with the Personal Data Processing Principles.

2. In case of incorrectly entered data (e.g. typo in name or telephone number), the buyer is obliged to contact the Organizer Action.

3. IX. Final Provisions

1. Should any of the provisions of these Terms and Conditions for Purchase prove to be invalid or ineffective, this does not affect the validity and effectiveness of other provisions of these Terms and Conditions for Purchase, which are severable from the invalid or ineffective provision.

2. The organizer of the Event is entitled to change these Terms and Conditions for purchase at any time.

4. All provisions of these Terms and Conditions for purchase and the contractual relationship between the Organizer and the buyer are governed by Czech legal order.

4. All disputes arising from the purchase of tickets will be resolved in the general courts of the Czech Republic, if they are not resolved out of court.

In Prague on 05/01/2023, Prague City Swim, ss