

General Terms and Conditions

Of the company **Sacred Dance s.r.o.**

With the registered office at Jana Morávka 504, 254 01 Jílové u Prahy

Identification number: 07650558

Registered in the Commercial Register administered by the Municipal Court in Prague, Section C, File 304574 (hereinafter referred to as the "Seller")

For the sale of goods (tickets) via online store located at the website www.sacreddance.cz

1. Initial Provisions

1. These Seller's General Terms and Conditions (hereinafter only „General Terms and Conditions“), in accordance with provisions of Sec. 1751 para. 1 of the Act No. 89/2012 Coll., Civil Code (hereinafter only the "Civil Code"), provide for the mutual rights and obligations of the contracting parties arising in relation or based on the purchase agreement (hereinafter referred to only as the "Purchase Agreement") concluded between the Seller and another physical entity (hereinafter referred to only as the "Buyer") via the Seller's internet store. The Internet store is operated by the Seller at the webpage located at the internet site www.sacreddance.cz (hereinafter only the "Webpage").
2. These Terms and Conditions and the Complaints Procedure define and specify rights and obligations of the Seller and the Buyer when selling tickets for any cultural, social, sports or other events (hereinafter referred to only as the "Events") via the internet store operated at the website.
3. To contact the Seller means to contact the authorized person by telephone at its particular telephone number or email, if it is known, or to a general telephone or email, if known, or a general telephone or email, which is stated in the Contacts section at the webpage.
4. These General Terms and Conditions form an integral part of the Purchase Agreement between the Buyer and the Seller and the Buyer confirms, together with the purchase of the tickets, that it has been acquainted with these Terms and Conditions and expressly takes into account that these Terms and Conditions are part of the contractual agreement between the Buyer and the Seller.

2. Subject of Contract

1. The subject of the contract is the liability to provide to the Buyer tickets for the event selected by the Buyer, in the amount requested by the Buyer, and the liability of the Buyer to pay the fee for the tickets.
2. The Purchase Agreement is concluded upon paying of the fee by the Buyer.
3. The Seller undertakes to provide to the Buyer tickets without undue delay after the payment of the fee, while in case of purchase via internet, the tickets will be delivered in an electronic form to the email provided by the Buyer. The Buyer shall not be entitled to deliver the tickets earlier than the fee for the ticket had been paid in full to the Seller's bank account.
4. Upon the delivery of tickets to the Buyer by the Seller all liabilities of the Seller resulting from this Purchase Agreement will have been fulfilled.
5. Tickets are not sent by mail, not even using cash on delivery registered letter.

3. Rights and obligations of the contracting parties in relation to the event, for which the tickets are bought

1. The Seller is the organizer of the individual events, for which tickets are sold. By purchasing the ticket for the event, a legal relation arises between the Buyer and the Seller as the organizer of the event. The Seller bears responsibility for the fulfilment of obligations of the event organizer, which result from the contractual relation between the Buyer and the Seller as the event organizer.
2. With the purchase of the ticket the Buyer undertakes to comply with the rules stipulated by the Seller as the event organizer. Further the Buyer with the purchase of the ticket undertakes to subdue to the operation and visitor's guidelines in the event venue.

3. The Seller as the event organizer reserves the right to change the programme, date, and venue. By purchasing this ticket the customer takes into account this right of the Seller as the organizer.
4. The Seller shall not be responsible for the validity and authenticity of the tickets purchased outside the webpage.

4. Procedure for purchasing tickets and payment conditions

1. The price for each ticket is stated for each event individually. For each event there are also possible extra fees related to the purchase of the ticket.
2. In case of purchasing the ticket via webpages the payment for the ticket is possible only by a payment card, which allows purchase by a payment card via internet or by a wireless transfer to the Seller's bank account.
3. The Seller does not bear responsibility for possible costs of the Buyer related to purchase of the ticket resulting from the contractual relation between the Buyer and the bank that issued the payment card to the Buyer, or possibly which keeps for the Buyer the bank account, by which the Buyer carried out the payment of the fee.
4. Tickets are not sent via cash on delivery registered letter.

5. Withdrawal from the Agreement

1. In accordance with the provisions of Sec. 1837 (j) Of the Act No. 89/2012 Coll., Civil Code, as later amended, the Buyer does not have the right to withdraw from the agreement concluded between the Buyer and the Seller based on provisions of Sec. 1829 of the Civil Code (withdrawal from the agreement within 14 days without stating a reason), due to the fact that it involves an agreement on the use of free time and the fulfilment is provided by the entrepreneur, i.e. in this case the event organizer, in the stipulated date.

6. Complaints Procedure

1. All complaints on the tickets bought via the webpages are governed by these Terms and Conditions and the Complaints Procedure stipulated in this Article VI.
2. The Buyer is entitled to have the fee for the ticket returned only in the cases stipulated below and under the stipulated conditions.
3. The Buyer is not entitled to exchange the ticket. In case of damage, destruction, loss, theft or any other devaluation of the ticket, the ticket will not be substituted by a new ticket and no compensation will be provided to the Buyer.
4. The Seller does not bear any responsibility for the fact that the ticket is not delivered to the Buyer due to reasons on the Buyer's side, particularly due to the fact that it will not be possible to deliver the ticket to the Buyer to the email provided by the Buyer (e.g. overfilled delivery box, spam filter, etc.)
5. If the Buyer has not received the ticket by 2 hours after the full payment of the fee, i.e. after the full purchase price of the ticket was charged to the Seller's account, the Buyer is obliged immediately, but no longer than before 48 hours from the date of elapse of the above-mentioned term for the delivery of the ticket, to contact the Seller and to notify the Seller that the ticket has not been received by the Buyer. For these purposes the Buyer is obliged to notify the Seller of the name and email, which was stated as the contact email, respectively the identification data stated when purchasing the ticket. If the Seller finds that indeed the ticket was not delivered to the Buyer, and it will not involve a case stated under the previous paragraph 4 of this Complaint Procedure and at the same time the Buyer has notified the Seller that the ticket had not been delivered in the term and method as stated above, it will be proceeded in the way specified below in this paragraph 5:
 - a) The Seller undertakes, no later than within 24 hours, but no longer than 1 hour before the event takes place, to send to the Buyer the ticket again to the given Buyer's email,
 - b) In case the event has already taken place, the Seller undertakes to return to the Buyer the paid fee no later than within 14 days after the complaint has been filed by the Buyer.

6. In case of a complete cancellation of the event by the Seller as the organizer, the Buyer, which has provided its contact data to the Seller (email, telephone, mailing address, etc.), will be notified via this contact data that the event has been cancelled. The Seller shall not be liable to the Buyer for the fact that it will not be possible to reach the Buyer via these contact data in time or that the Buyer receives a timely sent notification on the cancellation of the event with delay.

7. If the Seller as the organizer completely cancels the event, the Seller will return the fee in full scope as described below.

8. If conditions for returning the fee are fulfilled based on paragraph 7 of this Complaint Procedure, the fee will be returned to the Buyer via a payment card, by which the payment of the fee was made, and in case of payment via a bank transfer to the bank account, from which the fee was sent, and in case of a payment by a bank transfer, to the bank account, from which the fee was sent. The price of the fee paid by the Buyer will be returned no later than within 14 days after the cancellation of the event.

7. Personal Data Protection

1. By filling in and sending this registration form the Customer grants to the Seller and to all partners of the events, as stated at the event website (hereinafter referred to as "administrators"), in accordance with the appropriate provisions of the Act No. 101/2000 Coll. and the Act No. 480/2004 Coll., the consent with the processing of their personal data stated in this form, for the purpose of verification of the valid participation in the appropriate event for other business and marketing purposes of administrators as well as for the purpose of sending information on events, all of which for the period of 10 years. The Seller's data are compiled and stored via electronic carriers of information in a security data storage, with access only to a limited circle of persons authorized for personal data processing. Personal data are protected in accordance with the Act No. 101/2000 Coll. On personal data protection, as later amended. The Seller is authorized, in accordance with this Act, to authorize a third person to be the processor of the personal data.

2. The Seller during the sale processes personal data only for the following purposes:

- a) For the purpose of the delivery of the ticket to the Buyer, sending information on changes for events or tickets and allowing the entrance of the Buyer to the event;
- b) For the purpose of identification of the Buyer in case of complaints based on the Complaints Procedure specified in these Terms and Conditions;
- c) For the purpose of fulfilment of statutory obligations of the Seller.

3. By the provision of data to the Seller, respectively by purchasing the ticket the Buyer provides consent with the personal data processing in the above-mentioned way.

4. In case of erroneously sent data (e.g. typo error in the name or telephone number) the Buyer is obliged to contact the Seller.

8. Participation at the Event

1. Accommodation and board is provided to the Buyer in the venue of the event by the Seller. The Buyer undertakes to buy vegetarian food and to use the accommodation capacity, which is provided by the Seller in the venue. The quality of accommodation, board and clean maintenance of the premises is the responsibility of the operator of the venue, where the event takes place.

2. The Buyer undertakes to obey in full extent the operation rules of the venue, where the event take place. The entrance of animals to the premises is prohibited.

3. Photographing or making of any records is allowed only to authorized persons designated by the Seller. By the participation at the event the Buyer grants to the Seller the consent with the publication of the illustrative photographs. If the Buyer does not agree with the publication of its photos, the Buyer is obliged to notify the Seller of this during the registration for the event.

3. The participation at the event is voluntary. Each Buyer bears full responsibility for themselves and their actions before, during as well as after the end of the event and for any damages the Buyer causes. The Seller does not take over responsibility for damages caused during the event by the

individual Buyers. The event does not substitute psychotherapeutic care. The buyers, who are in psychotherapeutic or psychiatric care are obliged to consult their participation at the event with their therapist or practitioner and to abide by their recommendations. The Seller or lecturer shall not be liable for the medical condition of the Buyer. By the participation at the event the Buyer declares that the Buyer's health condition is not an obstacle to the presence at the event.

4. At the event it is prohibited to use any addictive and psychotropic substances. For the entire duration of the event it is prohibited to use alcohol. Smoking is allowed only at designated places. In the premises of the event there is a strict prohibition of manipulation with open fire except for the designated premises. The Buyer undertakes to comply with the rules of social coexistence.

5. In case of selected events each Buyer receives after registration at the venue of the event an identification band, which the Buyer is obliged to carry visibly (e.g. on a wrist). The band authorizes the Buyer to enter the premises with the possibility to leave and come back again. The identification band is not transferrable. In case of damage the Buyer is obliged to request the organizers to substitute it. Each visitor is obliged to prove by the identification band to the organizers, or possibly the security service, at random checks within the premises. In case of loss of the identification band the Buyer is obliged to immediately report the loss to the organizers and based on identification the Buyer will receive a substitution band for the manipulation fee of CZK 300. We do not recommend participation to Buyers, who, for any reason, cannot carry the band visibly.

6. Sellers are authorized to decide on the exclusion of the Buyer from the event in case the Buyer repeatedly does not obey the lecturer's and organizer's instructions, violates the Terms and Conditions or rights of other Buyers, without any entitlement for returning of the fee or the amount paid for accommodation and board, or any entitlement for compensation of any other costs.

7. The Seller does not take over responsibility for the things and valuables brought by the Buyer during the Buyer's stay in the venue of the event.

9. Final Provisions

1. If any of these Terms and Conditions and the Complaints Procedure becomes invalid or ineffective, the validity and effectiveness of other provisions of these Terms and Conditions and the Complaints Procedure, which are separable from the invalid or ineffective provision, shall not be harmed.

2. The Seller shall be authorized at any time to modify these Terms and Conditions.

3. All provisions of these Terms and Conditions and the Complaints Procedure and the contractual relationship between the Buyer and the Seller shall be governed by the Czech legal code.

Prague, 1st January 2019

Sacred Dance s.r.o.

Registered office: Jana Morávka 504, 254 01 Jílové u Prahy

Registration of the company in the Companies Register: Municipal Court in Prague, reference no. C 304574 | IČ: 07650558, DIČ CZ07650558

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