

Terms and Conditions of the Brno Philharmonic, Contributory Organisation

Terms and conditions of the Brno Philharmonic, contributory organisation with registered office at Komenského náměstí 534/8, 602 00 Brno, with identification number 00094897, tax identification number CZ00094897, registered at the Regional Court in Brno, section Pr., entry 16, for the sale of Tickets, Goods and Gift Vouchers in the sales points of the Brno Philharmonic, contributory organization (hereinafter referred to as the Seller) and through the online shop located at the website www.filharmonie-brno.cz, regulating, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract between the Seller and another natural or legal person.

1. Introductory provisions and definition of terms

1. The Buyer is a subject who has concluded a purchase contract with the Seller for Tickets, Goods and Gift Vouchers or has made a reservation for Tickets with the Seller.
2. Tickets are
 - a. Single Ticket
 - i. is purchased at the Seller's sales points,
 - ii. is printed in the box office at the Seller's sales points,
 - iii. is unique and intended for one-time entry on one specific day of the Event only;
 - b. Single eTicket
 - i. is purchased through the online shop located at www.filharmonie-brno.cz after ordering and payment, when the Buyer receives an eTicket in PDF format for printing or viewing on a mobile device,
 - ii. is unique and intended for one-time entry on one specific day of the Event only;
 - c. Subscription Ticket (the so-called subscription)
 - i. is available for purchase at the Brno Philharmonic Pre-sale,
 - ii. only the entire subscription cycle offered can be purchased, not individual Events in the subscription cycle,
 - iii. is transferrable,
 - iv. can be purchased no later than on the day of the first Event of the subscription cycle,
 - v. individual Events of the subscription cycle cannot be exchanged for Events with the same programme on a different date,
 - vi. is unique and intended for entry only to the Events of the given subscription cycle;
 - d. Subscription eTicket (the so-called subscription)
 - i. is purchased online at www.filharmonie-brno.cz after ordering and paying for the ticket, when the Buyer receives an eTicket in PDF format for printing or for viewing on a mobile device,
 - ii. individual Events of the subscription cycle cannot be exchanged for Events with the same programme on a different date;
 - iii. is unique and intended for entry only to the Events of the given subscription cycle.

3. Goods are any products, other than Tickets or Gift Vouchers, offered by the Seller at the Seller's sales points or through the online shop at www.filharmonie-brno.cz.
4. The Event is a public event organised by the Seller for which Tickets can be purchased.
5. The provisions of the Terms and Conditions form an integral part of the purchase contract. Provisions deviating from the Terms and Conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the Terms and Conditions.
6. The purchase contract for the purchase of eTickets is concluded by delivery of the purchase order acceptance (acceptance) by the Seller to the Buyer; the acceptance of the purchase order is sent to the Buyer by e-mail to the address given by the Buyer.
7. The Buyer agrees to the use of remote communication means in the conclusion of the contract. The costs incurred by the Buyer in using these means of communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls, etc.) shall be borne by the Buyer himself/herself, and these costs shall not differ from the basic rate (the Seller shall not charge any special fees for these services).
8. The Seller's sales points are the Brno Philharmonic's Pre-sale, box offices usually open ¼ hour before the start of the Event at the venue of the Event (the so-called evening box offices) and the box offices of contractual partners who mediate the sale of Tickets for the Seller.

2. Ticket purchase and reservation

1. The Buyer may purchase Tickets at the Seller's sales points and through the online shop located at www.filharmonie-brno.cz.
2. The Buyer is obliged to check the position of his/her seat in relation to the stage before purchasing the Ticket. After purchasing the Ticket, he/she is obliged to check the correctness of the information on the Ticket. Later claims will not be taken into account.
3. Purchased Single Tickets and Single eTickets cannot be returned for a refund, they can only be exchanged for other Tickets of the same or higher value, but no later than 5 days before the Event.
4. Purchased Subscription Tickets and Subscription eTickets cannot be returned for a refund, they can only be exchanged for other Tickets of the same or higher value, but no later than 5 days before the first Event of the subscription cycle.
5. Entitlement to a discount must be evidenced by a valid entitling document when purchasing a Ticket and when purchasing an eTicket, the valid document must be presented upon entry to the Event.
6. The Seller reserves the right to sell Tickets and eTickets without discount for selected Events.
7. The Seller shall not be liable for any inconvenience caused by unauthorised use or copying of the Tickets. Tickets are void if the information required to check them is not visible or has been altered by subsequent modifications.
8. The Seller is not obliged to issue a duplicate Ticket to the Buyer in case of loss or damage. These cases are dealt with individually by the Customer Care Department of the Brno Philharmonic. By issuing a duplicate Ticket, the original Ticket becomes invalid.
9. The price of the Tickets and the costs associated with their delivery, including VAT according to the purchase contract, can be paid by the Buyer as follows:
 - a. payment in cash/payment card at the Seller's sales points;
 - b. payment by payment card via an internet-based secure payment gateway (the so-called online card);
 - c. payment on invoice with agreed due date based on an agreement with the Customer Care Department of the Brno Philharmonic;

- d. payment by Gift Vouchers.
10. Tickets for the Seller's individual Events can be booked in person at the Brno Philharmonic Pre-sale, by calling 00 420 539 092 811 during the opening hours of the Brno Philharmonic Pre-sale or via the online shop at www.filharmonie-brno.cz.
 11. The Seller reserves the right not to allow the Buyer to make another reservation in case it finds that the possibility of booking the Tickets has been abused, especially in case of repeated extension or forfeiture of the reservation. If the Buyer fails to purchase the reserved Tickets five times in immediate succession, the Seller will notify the Buyer by e-mail and automatically cancel the Buyer's other reservations after 24 hours. For these purposes, the Seller is entitled to treat any person using the same IP address as the same Buyer.
 12. After the Buyer has made a reservation in the online shop at www.filharmonie-brno.cz, the Buyer will receive an e-mail message containing a unique reservation number. The Buyer shall report the reservation number to the Brno Philharmonic Pre-sale. On the basis of this number, the staff of the Brno Philharmonic Pre-sale will sell the Buyer the respective reserved Tickets.
 13. The e-mail message that the Buyer receives after the reservation is made via the online shop at www.filharmonie-brno.cz also contains the date and time of the reservation validity. If the Buyer does not collect the reserved Tickets at the Brno Philharmonic Pre-sale or does not renew the reservation through the Brno Philharmonic Pre-sale during its operating hours by the date indicated, the reservation will be automatically cancelled.
 14. In the event that the Buyer does not collect the Tickets within the specified time, the Seller is entitled to sell them to another customer.
 15. The Seller is not liable for any incorrect data entered by the Buyer when making a reservation in the online shop at www.filharmonie-brno.cz (date, time, concert, seats in the hall).
 16. Written purchase orders for payment of invoice through the Brno Philharmonic Pre-sale are binding. By issuing an invoice, the Tickets are considered to be bindingly ordered. Once the invoice is issued, no changes can be made (cancellation, change of the number or category of Tickets, concert date). The invoice can only be issued by arrangement with the Customer Care Department of the Brno Philharmonic, the invoice cannot be issued retrospectively for already paid Tickets. The purchase price of the Tickets is considered paid only when the full amount of the purchase price is credited to the Seller's account. The invoiced amount can only be paid by bank transfer, cash payment at the Brno Philharmonic Pre-sale is not possible. Tickets remain the property of the Seller until the full purchase price is paid (reservation of title). Bindingly ordered Tickets are issued in the Brno Philharmonic Pre-sale only after full payment of the purchase price, unless otherwise agreed.

3. Buying the Goods

1. The Buyer may purchase the Goods at the Seller's sales points or through the online shop at www.filharmonie-brno.cz.
2. The Buyer may pay the price of the Goods and the costs associated with their delivery including VAT according to the purchase contract as follows:
 - a. payment in cash/by card at the Seller's sales points
 - b. payment by MasterCard or Visa via an internet-based secure payment gateway (the so-called online card);
 - c. payment on invoice with agreed due date.
3. The presentation of the Goods on the web interface of the shop describes the Goods and their main properties, however it is only informative and is not a proposal to conclude a

purchase contract. The Seller is not obliged to enter into a purchase contract in respect of a particular item. The presentation of the Goods indicates the price of the Goods including VAT and also indicates the amount of all charges, in particular for packaging and delivery of the Goods, which the Buyer is obliged to pay together with the purchase price.

4. When ordering Goods on the web interface of the shop, the Buyer selects in particular the specific Goods ("inserts" them into the online shopping cart), the method of payment (payment of the purchase price) and the details of the desired method of delivery, while confirming the information about the costs associated with the delivery of products (collectively, hereinafter also referred to as the "purchase order"). Before submitting the purchase order, the Buyer can check and change the data that he/she has entered in the purchase order, including the possibility of identifying and correcting errors arising when entering data into the purchase order. The data provided in the submitted purchase order is considered correct by the Seller. The Seller shall promptly confirm receipt of the purchase order to the Buyer by e-mail to the address provided by the Buyer. The Seller is always entitled, depending on the nature of the purchase order (quantity, weight, amount of the purchase price, estimated packaging and delivery costs), to request the Buyer to confirm the purchase order additionally, or to propose a change in the terms and conditions of the contract and/or to provide the Buyer with additional information (by e-mail, telephone, in writing).
5. The Seller reserves the right to deliver any Goods to the Buyer only after full payment of the total purchase price. The Seller shall be entitled to require advance payment also by way of an advance invoice prior to delivery of the Goods. Provisions of Section 2119(1) of the Civil Code shall not apply.
6. Any discounts granted by the Seller cannot be combined unless the Seller expressly states otherwise.
7. The Seller provides the following methods of issuing or delivering the Goods:
 - a. personal collection at the Brno Philharmonic Pre-sale,
 - b. by post within the Czech Republic.
8. The individual methods of issue or delivery are offered according to the current availability and the specific Goods in question. The Buyer must respect the options offered in the web interface of the shop, especially when combining the purchase of different types of Goods.
9. If the method of transport is agreed upon on the basis of the Buyer's special request, the Buyer bears the risk and any additional costs associated with this method of transport.
10. If the Seller is obliged under the purchase contract to deliver the Goods to the place specified by the Buyer in the purchase order, the Buyer is obliged to take over the Goods upon delivery.
11. If for reasons on the Buyer's side the Goods have to be delivered repeatedly or in a different way than specified in the purchase order, the Buyer is obliged to pay the costs associated with the repeated delivery or with a different method of delivery.
12. The Buyer is obliged to check the condition of the shipment immediately upon delivery (number of packages, integrity of packaging, external damage to the shipment). The Buyer is entitled to refuse to accept a shipment that is not in conformity with the purchase contract, e.g. because it is incomplete or damaged. If the Buyer accepts such a damaged shipment, the Buyer must immediately notify the Seller by e-mail or post of the incomplete or damaged shipment.
13. The delivery time for the Goods is usually 3 working days after the handing over to the carrier. If the Goods are in stock, they are usually handed over to the carrier within 1 working day after the purchase order is accepted.

14. The Buyer is informed of the delivery of the Goods or their readiness for personal collection by e-mail.
15. In the case of personal collection of the Goods that have been prepaid, the Seller may require the presentation of an identification card (ID card, passport) in order to prevent damage and prevent money laundering. The Seller may refuse to hand over the Goods without the presentation of relevant documents.
16. If the Buyer does not collect the Goods within 10 months from the time of purchase, the Goods shall return to the Seller's possession without any compensation to the Buyer.
17. Other rights and obligations of the Parties in the transport of the Goods may be regulated by the Seller's special delivery conditions, if issued by the Seller.

4. Purchase and redemption of Gift Vouchers

1. Gift Vouchers can be purchased in cash or online. A physical Gift Voucher can only be purchased and redeemed at the Brno Philharmonic Pre-sale. Online Gift Voucher can be purchased and redeemed at the Brno Philharmonic Pre-sale and also online.
2. Gift Vouchers are valid for 6 months from the date of sale. After the validity expiry date, the Voucher can no longer be redeemed. Unused funds are non-refundable.
3. Gift Vouchers can only be redeemed for Tickets to the Seller's Events in a total amount equal to or greater than the value of the Gift Voucher. Gift Vouchers can only be redeemed in one lump sum, not in instalments.
4. Gift Vouchers cannot be applied to the purchase of Tickets with a lower price than the Voucher value.
5. Gift Vouchers cannot be exchanged for cash.
6. None of the discounts can be applied to the purchase of a Gift Voucher.
7. Gift Vouchers cannot be exchanged for other Vouchers.
8. An online Gift Voucher is not issued as a valuable, but as a receipt for the payment of the advance payment.

5. Ticket Complaint Policy

1. Purchased Tickets cannot be returned for a refund.
2. Tickets may be exchanged for another Ticket of the same or higher price no later than 5 days before the Event upon presentation of a valid Ticket.
3. In the event of cancellation of the Event for which the Buyer has already purchased a Ticket, the Buyer will be refunded. The right to a refund shall commence on the first day after the originally scheduled date of the Event. The Buyer may make a claim based on the Ticket presented no later than within 3 years.
4. Refunds are subject to the following conditions:
 - a. When purchasing a Single Ticket, the Buyer will be refunded the amount of money in the Brno Philharmonic Pre-sale upon presentation of a valid Single Ticket.
 - b. When purchasing a Single eTicket, the Buyer may contact the Brno Philharmonic Pre-sale at predprodej@filharmonie-brno.cz within one year of the purchase of the eTicket by email, stating his/her full name and the number of the purchased Single eTicket, and the subsequent refund will be made by means of a return transaction through a secure payment gateway, or the Buyer will be refunded at the Brno Philharmonic Pre-sale upon presentation of a valid Single eTicket.

- c. When purchasing a Subscription Ticket or a Subscription eTicket, the customer will be offered compensation. The entitlement to compensation starts on the first day after the last Subscription Event of the subscription cycle.
5. If the date of the Event is changed, the purchased tickets remain valid. The visitor has the right to proceed in the same way as in case of cancellation of the Event according to point 4.
6. The Seller has up to 90 days from the date of receipt of the request to process the refund.

6. Claims in respect of the Goods and withdrawal from the purchase contract for the Goods

1. The Seller shall issue a purchase document (invoice, tax document, etc.) for each Goods with all the necessary data for exercising rights from any defective performance. The period for exercising the rights of defective performance shall always begin on the date of receipt of the Goods by the Buyer. The rights and obligations of the contracting parties with regard to the rights arising from defective performance shall be governed by the relevant generally binding regulations (in particular the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
2. The Buyer is not entitled to the right arising from defective performance if the Buyer knew before taking over the Goods that they have a defect or if the Buyer caused the defect himself/herself.
3. The Buyer shall claim the rights from defective performance in the Brno Philharmonic Pre-sale or through the Seller's customer service. The moment of claim shall be the moment when the Seller received the claimed Goods from the Buyer. The Buyer is obliged to notify the defect without any undue delay after the Buyer could have discovered it with timely inspection and sufficient care.
4. In the case of a written claim by the Buyer, the Buyer is informed of the receipt of the claim, the manner of its handling and the duration of the claim within 2 working days the latest.
5. If the validity of the claim is accepted, the costs associated with sending the Goods to the Seller will be reimbursed to the Buyer in the manner agreed between the parties.
6. The Seller shall notify the Buyer of the claim processing by telephone or e-mail, or by agreement in writing.
7. The Seller shall not be liable for damages resulting from the operation of the Goods, their functional characteristics and unprofessional use, as well as for damages caused by external events and faulty handling. Defects of this origin are not covered by any warranty of the Seller.
8. If the defective performance is a material breach of a contract, the Buyer shall be entitled to:
 - a. removal of the defect by supplying a new item without any defect or by supplying the missing item
 - b. removal of the defect by repairing the item
 - c. a reasonable discount on the purchase price
 - d. withdrawal from the contract

The Buyer shall inform the Seller of the right he/she has chosen when notifying the defect or without any undue delay after notification of the defect. The Buyer may not change the choice made without the Seller's consent; this does not apply if the Buyer has requested the repair of a defect that proves to be irreparable. If the Seller fails to remedy the defects within a reasonable period of time or notifies the Buyer that it will not remedy the defects, the Buyer may demand a reasonable discount on the purchase price in lieu of remedying the defect or may withdraw from the contract. If the Buyer is a consumer, the Buyer is entitled to

a reasonable discount even if the Seller is unable to supply a new item without defects, to replace a part of the item or to repair the item, as well as if the Seller fails to remedy the defect within a reasonable period of time or if the remedy would cause significant difficulties for the consumer. If the Buyer fails to choose his/her right in time, he/she shall have the rights as in the case of an insubstantial breach of the contract set out below.

9. If the defective performance is an insubstantial breach of contract, the Buyer has the right to have the defect removed or to a reasonable discount on the purchase price. The Seller may, at its discretion, remedy the defect by repairing the item or by supplying a new item. If the Seller fails or refuses to remedy the defect in a timely manner, the Buyer may demand a discount on the purchase price or may withdraw from the contract. The Buyer cannot change the choice made without the Seller's consent.
10. The Buyer has the right to delivery of a new item or replacement of a part even in the case of a removable defect, if the item cannot be used properly due to the recurrence of the defect after repair or due to a greater number of defects. In this case, the Buyer also has the right to withdraw from the contract.
11. If the Buyer did not notify the defect in time and without undue delay after he/she could have discovered it with timely inspection and sufficient care, the court shall not grant him/her the right resulting from the defective performance. In the case of a hidden defect, the same shall apply if the defect was not notified without undue delay after the Buyer could have discovered it with reasonable care, however at the latest within two years after the delivery of the Goods.
12. The Buyer cannot withdraw from the contract or demand delivery of a new item if he/she cannot return the item in the same condition as he/she received it (including accessories). This does not apply:
 - a. if there has been a change in the condition as a result of an inspection to determine a defect in the item
 - b. if the Buyer used the item before the defect was discovered
 - c. if the Buyer has not caused the impossibility of returning the item in its unaltered condition by an act or omission
 - d. if the Buyer sold the item before the defect was discovered, if the Buyer consumed it or if he/she altered the item during normal use; if this happened only in part, the Buyer shall return to the Seller what he/she can still return and shall compensate the Seller to the extent to which he/she benefited from the use of the item.
13. For the Buyer's protection, if the Buyer is a legal entity and is entitled to cash credit note, the relevant amount will be handed over only to persons authorized to act for the legal entity concerned, i.e. to the statutory body or to a person who proves a power of attorney with a certified signature of the principal.
14. In addition to the other information set out in these Terms and Conditions, the Seller further states that:
 - a. the Seller's contact details, including telephone number and e-mail address, can be found on the website www.filharmonie-brno.cz,
 - b. the concluded contract shall remain stored with the Seller and the Seller shall give the Buyer access to it at the Buyer's request,
 - c. the contract is not concluded for an indefinite period of time and is not subject to repeated performance,
 - d. the contract is concluded in accordance with the legal system of the Czech Republic, in particular the Civil Code, excluding any rules that may refer to the legal system of another state as the applicable law,

- e. the Seller is not bound by any code of conduct within the meaning of Section 1826 of the Civil Code.
15. The Buyer acknowledges that according to the provisions of Sec. 1837 of the Civil Code, he/she cannot withdraw from a purchase contract concluded through the online shop located at www.filharmonie-brno.cz, if it is a contract for:
- a. the provision of services that the Seller has performed with the prior express consent of the consumer before the expiry of the withdrawal period,
 - b. the delivery of goods or services, the price of which depends on financial market fluctuations independent of the Seller's will and which may occur during the withdrawal period,
 - c. the delivery of goods that have been modified according to the Buyer's wishes or for his/her person,
 - d. the delivery of perishable goods and goods which have been irretrievably mixed with other goods after delivery,
 - e. repairs or maintenance carried out at a place designated by the consumer at his/her request; however, this shall not apply in the case of subsequent repairs or the supply of spare parts other than those requested,
 - f. delivery of goods in sealed packaging that the consumer has removed from the packaging and cannot return for hygiene reasons,
 - g. delivery of an audio or video recording or computer program if the Buyer has damaged the original packaging,
 - h. delivery of newspapers, periodicals or magazines,
 - i. transport or leisure activities, if the Seller provides these services on the specified date (e.g. Tickets),
 - j. delivery of digital content, unless it was delivered on a tangible medium and was delivered with the prior express consent of the Buyer before the expiry of the withdrawal period.
16. Unless it is a case referred to in point 15 of chapter 6 or another case where it is not possible to withdraw from the purchase contract, the Buyer has the right to withdraw from the purchase contract negotiated through the online shop at www.filharmonie-brno.cz within 14 days of receipt of the Goods; if the subject of the contract is several types or parts of the Goods, this period runs from the date of receipt of the last delivery. The withdrawal must be sent to the Seller within the period specified in the previous sentence. The Buyer may deliver the withdrawal in person, in writing or by e-mail to the Seller's address indicated at www.filharmonie-brno.cz.
17. If the purchase contract is concluded by purchasing the Goods at the Seller's point of sale on the basis of a prior reservation through the online shop located at www.filharmonie-brno.cz, by e-mail or by telephone (without concluding the purchase contract through the online shop located at www.filharmonie-brno.cz) or without any prior reservation, the Buyer cannot withdraw from the purchase contract.
18. In the event of a justified withdrawal from the contract by the Buyer, the purchase contract is cancelled from the beginning. The Goods must be returned to the Seller within 14 days of the Buyer's withdrawal from the contract. If the Buyer withdraws from the purchase contract, the Buyer shall bear the costs of returning the Goods to the Seller, even if the Goods cannot be returned by post due to their nature. In the event of withdrawal from the contract, the Buyer is entitled to a refund of the money paid for the transport in the cheapest option offered.

19. In the event of a justified withdrawal from the contract by the Buyer, the Seller shall return the funds received from the Buyer within 14 days of the Buyer's withdrawal from the contract, in the same manner as the Seller received them from the Buyer. The Seller shall be entitled to return the performance provided by the Buyer already upon return of the Goods by the Buyer or in any other way, if the Buyer agrees to it. If the Buyer withdraws from the purchase contract, the Seller is not obliged to return the funds received to the Buyer before the Buyer returns the Goods to the Seller.
20. The Seller is entitled to unilaterally offset the claim for compensation for damage to the Goods with the Buyer's claim for reimbursement of the purchase price.
21. The Seller is entitled to withdraw from the Contract until the Buyer takes over the Goods. In this case, the Seller shall return the purchase price already paid to the Buyer without undue delay, by a bank transfer to the account designated by the Buyer.
22. If a gift is given to the Buyer together with the Goods, the gift contract between the Seller and the Buyer is concluded with the condition that if the Buyer withdraws from the purchase contract, the gift contract regarding such gift shall cease to be effective and the Buyer shall be obliged to return the gift together with the Goods to the Seller.

7. Personal data processing period

1. Personal data will be processed for the duration of the contract and after its termination the data will be handled in accordance with the applicable legislation, in particular Act No. 499/2004 Coll. (Act on Archives and Records Management and on Amendments to Certain Acts, as amended), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the GDPR) and Act No. 110/2019 Coll. (Act on Personal Data Processing, as amended).
2. The right of access to personal data means that the data subject has the right to obtain information from the Data Controller as to whether the Data Controller processes his/her personal data and, if so, which data are processed and how they are processed. The data subject also has the right to have inaccurate personal data concerning him/her rectified by the Data Controller without undue delay, at his/her request. The data subject shall have the right to have incomplete personal data completed at any time.
3. The right to erasure of personal data represents an obligation for the Data Controller to erase personal data that it processes about the data subject if the legal conditions are met and the data subject so requests.
4. The data subject has the right to have the Data Controller restrict the processing of his/her personal data in certain cases. The data subject shall have the right to object at any time to processing which is based on the legitimate interests of the Data Controller, of a third party or is necessary for the performance of a task carried out in the public interest or in the exercise of official authority.
5. The right to data portability of the data subject's data means the possibility to obtain the personal data provided by the data subject to the Data Controller in a common and machine-readable format. He/she may subsequently transmit that data to another data controller or, where technically feasible, request that the data controllers transmit it between themselves.
6. The right to withdraw consent to the processing of personal data at any time, which is subject to the absence of arrears to the Seller.
7. If the data subject is in any way dissatisfied with the processing of his/her personal data by the Data Controller, he/she may lodge a complaint directly with the Data Controller or contact the Office for Personal Data Protection.

8. More information about the rights of the data subject is available on the website of the Office for Personal Data Protection (<https://www.uoou.cz/6-prava-subjektu-udaj/d-27276>).

8. Final provisions

1. The Brno Philharmonic Pre-sale is located in the Moravian Gallery building and is accessible from Besední Street. It can be contacted by phone at 00 420 539 092 811 or by email at predprodej@filharmonie-brno.cz.
2. Relations and any disputes arising under the purchase contract shall be resolved in accordance with the law of the Czech Republic, namely the competent courts of the Czech Republic. If the relationship established by the purchase contract contains an international (foreign) element, the Parties agree that the relationship shall be governed by Czech law.
3. The Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, email address adr@coi.cz, website www.adr.coi.cz is competent for out-of-court settlement of consumer disputes arising from the purchase contract. Before initiating an out-of-court dispute resolution, it is advisable to first contact the Seller in order to resolve the matter amicably.
4. The purchase contract is concluded in Czech language. If a translation of the text of the contract is created for the Buyer, the interpretation of the contract in the Czech language shall prevail in the event of a dispute over the interpretation of terms.
5. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the purchase contract or the Terms and Conditions shall be made in writing.
6. The Terms and Conditions, including their components, are valid and effective as of 20 December 2022.

Marie Kučerová m. p.
Director