

## TERMS AND CONDITIONS

Terms and Conditions for the internet-based sale of the tickets sale for the Marketing Festival 2019 event and video recordings from previous years e by the company Marketing Festival s.r.o. [Privacy Policy](#) is a belongs to the Terms and Conditions.

### I. INTRODUCTORY PROVISIONS

- I. **The company Marketing Festival s.r.o., based in Renneská třída 393/12, Brno-639 00 Brno, IN 016 46 486, VAT ID CZ01646486, registered in the Commercial Register, kept by the Regional Court in Brno, Section C, File 78922, represented by Jindřich Fáborský, hereinafter referred to as "Company", issues these Terms and Conditions.** Terms and conditions regulate the sale of tickets to the educational event Marketing Festival, held on 20<sup>th</sup> – 22<sup>nd</sup> March 2019 in Prague, Czech Republic, and a sale of video recordings of the performances from the previous years of the Marketing Festival conference.

### II. THE TICKET SALE

- I. **The company makes through its website a call for proposals for a contract of purchase of the tickets to the above specified educational event.** Article § 1732 of the law no. 89/2012 Coll., Civil Code (hereinafter "OZ") shall not apply.
- II. The person interested in buying the tickets (the "Applicant") must fill all the information that are necessary for booking of the tickets.
- III. The Applicant submits an order through the Company's web interface, available at the website [www.marketingfestival.cz](http://www.marketingfestival.cz), as an offer for a contract of purchase of the tickets for the above specified educational event (hereinafter the "ticket order"). The tickets are booked by acceptance of the ticket order by the Company.
- IV. By ordering the tickets the Applicant accepts these Terms and Conditions and [Privacy Policy](#). These terms are part of the contract content according to § 1751 sec. 1 OZ. In individual cases we can agree on conditions different from those, e.g. through e-mail communication. Then, individually changed conditions are applicable instead of the relevant parts of those terms and conditions.
- V. The purchase agreement for the ticket sale is concluded by the acceptance of ticket order by the Company, namely by sending an e-mail with the Company's confirmation to an e-mail address provided by the Applicant in the ticket order.
- VI. Regarding to the character of the educational event and the price of the ticket, the Applicant is considered as a professional and is not considered as a consumer according to § 419 OZ. Therefore, the consumer protection provisions, especially § 1810 OZ and following, shall not apply.
- VII. The price of purchase shall be paid online (by credit/debit card) or by wire transfer (on the base of invoice). Payment is due within 10 days from the date of invoice. The ticket

is sent to the Applicant via e-mail as soon as the Company receives the price on its bank account.

- VIII. The ticket is linked to a participant, concrete physical person mentioned in the ticket order. The participant may be changed - application about change of the participant must be sent to the Company **to 19<sup>th</sup> March 2019**.

### III. THE TICKET PRICE

- I. The price of one ticket is 6 990 CZK. The price excludes VAT. The Company is subject to the VAT. Tax rate on the object of sale is 21 % in the Czech Republic. If the Applicant is a foreign subject, tax rates and other conditions follow the Directive 2006/112/EC.
- II. In case of the Applicant's inability to attend the event, the Applicant is entitled to a **refund in the amount of 80 % of the price** paid only when informing the Company of such situation **not later than on the 1<sup>st</sup> February 2019**. After this date, the price paid for the ticket is not refundable and only change of the participant can be done under the provisions of Article II.VIII of these Terms and Conditions.
- III. Included in the ticket is the time limited right to access the internal database of event's video-records, which means from Marketing Festival 2019.
- IV. There is also included the right to purchase one ticket to one of the workshops that are held during the event. Details and ticket price of the workshops shall be published on [www.marketingfestival.cz](http://www.marketingfestival.cz) and in its newsletters. The amount of tickets to each of the workshops is limited. After the capacity of each workshop is exhausted, the right to purchase a ticket to this workshop is forfeited without any compensation.
- V. In case of cancellation of the event, the Applicant is entitled to a full refund of the ticket price.

### IV. THE VIDEO-RECORDING SALE

- I. **The company makes through its website a proposal for a contract of making available video-recordings from the previous years of Marketing Festival.**
- II. The person interested in video-recordings concludes a contract with Company by sending filled in order form through the Company's web interface, available at the website [www.marketingfestival.cz](http://www.marketingfestival.cz).
- III. By sending the order buyer accepts these Terms and Conditions and [Privacy Policy](#). These terms are part of the contract content according to § 1751 sec. 1 OZ. In individual cases we can agree on conditions different from those, e.g. through e-mail communication. Then, individually changed conditions are applicable instead of the relevant parts of those terms and conditions.
- IV. Regarding to the character of the educational event and the price of the video-recordings, the buyer is considered as a professional and is not considered as a consumer according to § 419 OZ. Therefore, the consumer protection provisions, especially § 1810 OZ and following, shall not apply.

- V. The price for making the video-recording available is announced on the Company's website and in the order. The price is in CZK and EUR and is mentioned in both – excl. VAT and incl. VAT.
- VI. The price shall be paid online (by credit/debit card) or by wire transfer (on the base of invoice). Payment is due within 10 days from the date of invoice.
- VII. The video-recordings are made available as soon as the price is paid by debit/credit card or money is received by the Company if paid by wire transfer. The video-recordings shall be available only to the buyer who is not allowed to transmit the recordings, make them public or available to the third parties.

#### **V. USER ACCOUNT**

- I. Applicant and/or the buyer have access to her/his user account from the Company's website. The account provides to Applicant and/or the buyer a possibility to manage purchase history and purchased tickets. The video-recordings are available after logging to the user account.
- II. Applicant and/or the buyer must use a strong password for logging to the user account and change it at least twice a year as long as the account is active. The login information (user name and password) must be kept in safety to avoid unauthorized use of the user account by third party. Company is not liable for any damages or costs caused by unauthorized use of the user account if the user fails to fulfil duties according to this paragraph.

#### **VI. PERSONAL DATA**

- I. Applicants and buyers who are physical persons are recommended to read our [Privacy Policy](#) which is an integral part of the Terms and Conditions.

#### **VII. THE EFFECTIVENESS OF THE TERMS AND CONDITIONS**

- I. These Terms and Conditions come into force on 1<sup>st</sup> of March 2018. All the purchases of the Marketing Festival 2019 tickets and video-recordings purchased from 1<sup>st</sup> May 2018 to 31<sup>st</sup> March 2019 are under those Terms and Conditions. Later, the Terms and Conditions may be replaced by a new wording of the terms and conditions. [Privacy Policy](#) remains effective despite ineffectiveness of the Terms and Conditions.
- II. These Terms and Conditions are written in English and Czech language. For interpretation of these Terms and Conditions in case of a differences in the language versions, the Czech version is binding.

#### **VIII. THE CONCLUDING STATEMENT**

- III. The Company's obligations to the Applicant and/or buyer, as well as any claims against the Company are limited to a time frame of one year.

- IV. The Company reserves the right to amend the content of these terms, especially the ticket price.
- V. If any provision included in the Terms and Conditions become invalid, void, voidable or inapplicable, the most similar provision shall be applied. The invalidity or unenforceability of one provision shall not affect validity of the other provisions.
- VI. Any dispute, controversy or claim arising under, out of or relating to these Terms and Conditions including, without limitation, their formation, validity, binding effect, interpretation, performance, breach or termination, shall be referred to and finally determined by Czech courts in accordance with the laws of the Czech Republic.