

Terms and Conditions, Complaints Procedure and Personal Data Protection of BM ART AGENCY

General

1) These Terms and Conditions and the Complaints Procedure (hereinafter referred to as Terms and Conditions) govern all your purchases of tickets for concerts or other events (hereinafter referred to as Events) made through the sales network of our agency BM ART AGENCY; Jiří Fiedler - BM ART AGENCY, ID No.: 48318833, VAT No.: CZ6201221202, with registered office at Rokycanova 169/9, Prague 3, 13000.

Our sales network means on-line sales on our website at www.bmart.cz. Purchases of tickets through our sales network are also considered to be bulk orders. By purchasing a Ticket in any form, you agree and undertake to be bound by (i) these Terms and Conditions; (ii) any special terms and conditions applicable to the Event; (iii) any other terms and conditions of the Event Organiser and/or the Event venue; and (iv) any terms and conditions of the Event venue (including conditions of entry). If you do not agree to these Terms and Conditions or any other applicable terms and conditions, or if you cannot comply with any of them, you must not make a purchase.

2) Our agency is the organizer of the individual Events for which tickets are sold. The purchase of a ticket for an Event creates a direct legal relationship between you as the customer purchasing the ticket and the organiser of the Event selling the ticket.

3) In connection with admission to a particular Event, you are always obliged to comply with the rules set out by the Event organiser. You are also obliged to comply with the operating and visitor regulations of the Event venue. The Event Organiser reserves the right to prohibit entry to the Event venue or to exclude any person from the Event venue for reasons of public safety; in which case you will not be entitled to a refund (including for "crowd surfing" or "swimming in the crowd", "moshing" or "dancing where individual dancers bump or get bumped into each other uncontrollably", or for failure to comply with any measures put in place to combat the spread of Covid-19); any unacceptable behaviour that may cause damage;

harassment or injury; or for any breach of the Event Organiser's terms and conditions.

4) The organiser of any Event reserves the right to change the programme, date and venue of the Event. By purchasing a ticket you, as a customer, acknowledge this right of the Promoter.

5) Our agency is in no way responsible for the validity and authenticity of tickets purchased outside our sales network. Always keep purchased tickets in any form safely and do not display or show them anywhere. By publishing them publicly, you run the risk of misuse of your barcode and ticket number and may not be admitted to the Event. This applies in particular to posting photos of tickets on social media. At the same time, we strongly advise against buying tickets second-hand, to avoid the unpleasant surprise of not being admitted to the Event.

Purchase of tickets

6) When you purchase tickets through our website, this site will guide you through the entire purchase process, including how to pay the ticket price, in an easy to understand manner.

7) Tickets are sold in our sales network in electronic form, which is sent to customers by e-mail or customers can download and/or print this type of ticket via the public data network of the Internet, or in electronic form, which is sent to customers via a mobile application.

The ticket may serve as a simplified tax document in accordance with the applicable legislation. If the Customer requires an invoice-tax document, it is necessary to request it by sending a request to the email address bmart@bmart.cz.

8) You will be informed about the prices of individual tickets sold in our sales network on our company's website at www.bmart.cz.

9) Tickets are not sent by mail or cash on delivery.

10) You cannot withdraw from the purchase of a ticket in accordance with Section 1829 of the Civil Code (i.e. you cannot use the option of

withdrawing from the contract within 14 days without giving a reason, which is otherwise available in general for other purchases via the Internet) for the reason stated in Section 1837(j) of the Civil Code, as this is a contract for the use of leisure time and the performance (participation in the Event to which the ticket entitles you) is provided at a specified date or time. Therefore, the law does not provide the customer with the possibility to withdraw from the contract in the manner specified.

Complaints Procedure

11) All claims for tickets purchased in our sales network are subject to these Terms and Conditions.

12) No refund of Admission Fees paid or any other amounts paid by you in connection with the purchase of tickets from our sales network will be made unless otherwise expressly stated below.

13) Tickets purchased are not exchangeable. If your ticket is damaged, destroyed, lost or stolen, it will not be replaced and no refund will be given.

14) In the event that the Promoter cancels the Event completely, you will be notified via the email you provided when purchasing your tickets that the Event has been cancelled. However, we will not be liable if you cannot be reached in a timely manner through this contact or if you receive a timely notice of cancellation late.

15) In the event of a complete cancellation of an Event for which you have duly purchased, paid for and received a ticket in our sales network, please deliver the ticket by post to our address without undue delay.

Jiří Fiedler - BM ART AGENCY, Rokycanova 169/9, 130 00 Prague 3.

The ticket price will be refunded by bank transfer to the account you provide us with in writing for this purpose.

16) All complaints and any questions must be delivered without undue delay in writing to Jiří Fiedler - BM ART AGENCY, Rokycanova 169/9, 130 00 Prague 3.

The out-of-court settlement of consumer complaints is handled by our agency via the electronic address bmart@bmart.cz. Our agency will send information about the settlement of the client's complaint to the client in accordance with these Terms and Conditions.

In accordance with Section 14 of Act No. 634/1992 Coll., on Consumer Protection, as amended, we inform that the subject of out-of-court settlement of consumer disputes concerning or related to the Contract is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, Internet address www.coi.cz.

17) You cannot make any claim against our company for any ticket that you have not purchased from our sales network.

No further trading of tickets

18) Tickets purchased from our sales network are not primarily intended to be traded or speculated on. We do not wish these tickets to become the subject of secondary trading. We therefore advise you that we may take appropriate measures to prevent unwanted ticket speculation.

Use of the website

19) The customer acknowledges that he/she is not entitled to use texts, graphic works or other copyrighted items on the website beyond the scope of the applicable law without the prior written consent of the provider.

20) The Customer acknowledges that the Website may not be available continuously, in particular with regard to the necessary maintenance of the hardware and software of the Provider or third parties.

Protection of personal data

21) The protection of personal data of the buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended. The Buyer consents to the processing of the following personal data of his/her: name and surname, home address, identification number, tax identification number, e-mail address, telephone number (hereinafter collectively referred to as "personal data").

The Buyer agrees to the processing of the Personal Data by the Seller for the purposes of exercising the rights and obligations under the Purchase Agreement and for the purposes of maintaining the User Account. Unless the Buyer chooses otherwise, the Buyer also agrees to the processing of personal data by the Seller for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its entirety according to this article is not a condition that would in itself prevent the conclusion of the purchase contract.

The Buyer acknowledges that he is obliged to provide his personal data correctly and truthfully and that he is obliged to inform the Seller without undue delay of any change in his personal data.

The Seller may delegate the processing of the Buyer's personal data to a third party processor.

The personal data will be processed for an indefinite period of time. The personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

The purchaser confirms that the personal data provided is accurate and that he/she has been informed that this is a voluntary provision of personal data.

Sending commercial communications and storing cookies

22) The Buyer consents to the sending of information related to the Seller's goods, services or business to the Buyer's electronic address and further consents to the sending of commercial communications by the Seller to the Buyer's electronic address.

This site uses cookies to provide services, personalize ads and analyze traffic. The Buyer consents to the storage of cookies on his/her computer. In the event that a purchase can be made on the website and the seller's obligations under the purchase agreement can be fulfilled without cookies being stored on the buyer's computer, the buyer may withdraw consent under the previous sentence at any time.

Conclusion

23) Should any provision of these Terms and Conditions be invalid, the validity of the remaining provisions shall remain unaffected.

24) Our Agency reserves the right to update these Terms and Conditions.