

general terms and conditions

1. recitals

- 1.1 The Seller is a company registered in the Commercial Register of the Metropolitan Court in Prague, Section B, file 23670, with its registered office at Žatecká 110/2, Prague 1 — Staré Město, 110 00, ID No.: 07312890, VAT No: CZ07312890 (hereinafter referred to as the **“Seller”**), engaged in the sale of products (hereinafter referred to as the **“Goods”**), tickets for venues/tour circuits operated by the Seller (hereinafter referred to as **“e-Ticket”/“e-Tickets”**) and other products such as e-Vouchers for the vintage tram, Prague Visitor Pass (the official Prague tourist card), and also the provision of services, particularly in the form of private and regular walks, exclusive experiences or third-party services (hereinafter referred to as the **“Service”/“Services”**) via the online store at <https://prague.eu/e-shop> (hereinafter referred to as the **“Online Store”**) or in person at the Seller’s points of sale. The Online Store is operated on the Seller’s current online shopping website in the Czech language version; the purchase of e-Tickets may also be made accessible via links on the pages of the individual Venues. A building, venue, facility or tour circuit operated by the Seller for which a Ticket or e-Ticket is sold is hereinafter referred to as the **“Venue”**. The purchase of e-Tickets is operated through the Colosseum Ticket booking and sales system, to which the customer is forwarded from the Seller’s website. The Purchase Contract for e-Tickets is concluded between the customer and the Seller; Colosseum Ticket ensures the technical processing of the order, as well as payments.
- 1.2 The Purchaser purchases the Goods, Tickets, e-Tickets or Services via the Online Store, sales kiosk or in person at the Seller’s points of sale. Services are/will be provided based on a sent voucher (e.g. walks) or a ticket (hereinafter referred to as the **“Voucher”** and/or **“Ticket”**). A Voucher entitles the holder to use a specific Service or represents a monetary value, e.g., a gift voucher for a specific amount selected by the Purchaser; a Ticket entitles the holder, in particular, to participate in walks or to enter one of the Venues.
- 1.3 A Purchaser is a natural person who is not making a purchase as part of business or in the exercise of a profession (hereinafter referred to as the **“Consumer”**) or as a non-consumer, i.e. an entrepreneur (hereinafter referred to as **“Entrepreneur”**) (Entrepreneurs and Consumers hereinafter referred to as the **“Purchaser”**).
- 1.4 These Terms and Conditions define the mutual rights of the Purchaser and the Seller (hereinafter collectively referred to as the **“Parties”** or separately as a **“Party”**) in connection with a purchase contract concluded remotely between the Seller and the Purchaser via the Online Store as well as in person at one of the Seller’s points of sale (see par. 1.5 below) (a concluded contract hereinafter referred to as the **“Purchase Contract”**). The provisions of these Terms and Conditions governing contracts concluded remotely apply only to this type of contract.
- 1.5 These Terms and Conditions apply also to in-person sales made at sales kiosks, tourist information centers, the Official Prague Gift Shop, ticket offices at venues operated by the Seller, and other points of sale where the Seller allows in-person sales (hereinafter referred to as the **“Seller’s Points of Sale”**).
- 1.6 In-person sale means the conclusion of a Purchase Contract in the physical presence of the Parties at the Seller’s Point of Sale. Venue ticket office is the Seller’s Point of Sale located at a specific Venue, where certain products are sold, including Tickets or e-Tickets for that Venue.
- 1.7 A vending machine is defined as a self-service device located at or within the Seller’s Point of Sale that enables the Purchaser to buy tickets without direct assistance from a Seller’s employee.

2. order and purchase

- 2.1 Based on the Purchase Contract, the Seller undertakes to hand over to the Purchaser and enable the Purchaser to acquire the ownership of the Goods, e-Ticket or provide/enable the use of the Service and the Purchaser undertakes to pay the Seller the purchase price of the Goods, e-Ticket or Service displayed in the Online Store or at the Seller' Point of Sale. The Purchase Contract can be concluded via the Online Store or in person at the Seller' Point of Sale.
- 2.2 When Goods, e-Tickets and Services are purchased via the Online Store, their prices are advertised by the Seller on its website. The Purchase Contract is formed after the Purchaser places an order and it is accepted by the Seller. The Seller will send the Purchaser a confirmation of the order/confirmation of purchase to the email address specified by the Purchaser in the order. The Purchase Contract so concluded may be amended or cancelled only by mutual agreement of both Parties, or for statutory reasons.
- 2.3 When purchasing via the Online Store, the Purchaser may review and change the information entered in the order before it is placed. The Purchaser can identify and correct any errors in the order. The order is placed by clicking the "order and pay" button.
- 2.4 When purchasing via the Online Store, the Purchaser is bound by these Terms and Conditions upon the submission of the completed order form. When purchasing via the Online Store, the Purchaser can read the current version of the Terms and Conditions and, when purchasing e-Tickets, also the current version of the rules of the respective Venue, available in the online presentation of this Venue. By confirming and submitting the order, the Purchaser represents they have read the Terms and Conditions and, in the case of purchasing an e-Ticket, also the rules of the respective Venue.
- 2.5 If a purchase is made through the Online Store, an order confirmation is sent to the Purchaser together with these Terms and Conditions and the relevant invoice. For in-person sales, proof of purchase is issued or handed over to the Purchaser upon conclusion of the Purchase Contract, unless the nature of the specific product requires otherwise. The Purchaser is obliged to check the accuracy of the data in the issued proof of purchase immediately upon its acceptance.
- 2.6 For products, services, or e-Tickets provided or supplied by contractual partners, i.e. third parties, the legal relationship will, in addition to these Terms and Conditions, be also governed by the commercial or other contractual terms and conditions of the relevant third party. The Purchaser will be informed of such third-party terms no later than at the time of purchase or delivery of the relevant product. In the event of a conflict, the specific terms and conditions of the relevant third party will prevail with respect to the product or service in question, unless the nature of the matter or applicable legislation provides otherwise.

3. purchase price and reservation of ownership

- 3.1 The current price of the Goods, e-Tickets and Services including VAT and any other taxes, fees or other charges is always displayed on the Online Store website. Goods, e-Tickets or Services are always sold for the price displayed on the Online Store website at the time an order is placed or at the price defined in the Purchase Contract for purchases made in person.

4. payment terms

- 4.1 The Seller reserves the right to change the prices of Goods, e-Tickets and Services listed in the Online Store and at the Seller's Points of Sale. The price shown when an order is placed in the Online Store or when a Purchase Contract is concluded in the case of in-person sale is valid until the Purchase Contract has been concluded. The Purchaser must pay the purchase price of the Goods no later than upon receipt of the Goods.
- 4.2 Payments for purchases made in the Online Store can only be made electronically using PayU.

- 4.3 When a purchase is made in person at a Point of Sale, only cash in CZK or wire transfer is accepted.

5. delivery terms for purchases made via online store

- 5.1 In the case of Online Store purchases, the Goods will be delivered depending on their availability and the Seller's operational capabilities as soon as possible, but no later than 30 days from the date of the Purchase Contract. If the Goods are not delivered within the said time limit, the Seller may request a reasonable extension of the delivery time from the Purchaser. For Services paid in cashless form, a voucher entitling to use the Service (hereinafter also referred to as "**Voucher**") will be sent to the email address specified by the Purchaser in the order. e-Tickets will be sent to the Purchaser as attachment to the email confirming purchase, i.e. after payment of the e-Ticket in cashless form.
- 5.2 The Goods will be delivered to the place specified in the Purchaser's order. Goods are considered delivered once they are received at the address specified in the Purchaser's order. Delivery to the relevant destination will be arranged by the Seller. The tax document (invoice) will be sent to the email address specified in the order and is a part of order confirmation.
- 5.3 The Seller arranges delivery of the Goods within the Czech Republic and throughout the European Union via selected courier service partners. For deliveries to other countries, delivery options are handled on a case-by-case basis. Shipping within the Czech Republic and abroad is fully paid by the Purchaser. Shipping prices are listed inclusive of VAT. If the purchase price of Goods ordered from the Online Store is higher than CZK 1,400, shipping within the Czech Republic is paid by the Seller.
- 5.4 The Purchaser can choose to collect ordered items in person at the souvenir shop at the Old Town Hall (Official Prague Gift Shop). In-person collection is free of charge, and the Goods will be handed over upon presentation of the order number and the name of the person who placed the order.
- 5.5 If in-person collection is selected, the Purchaser is required to take delivery of the Goods within 7 days of the date on which the Seller notifies the Purchaser that the Goods are ready for collection. If the Purchaser fails to take delivery of the Goods within this time limit, this period will be deemed an additional reasonable period for taking delivery. If this time limit lapses and the Goods are not collected, the Seller is entitled to withdraw from the Purchase Contract. If the purchase price has already been paid, the Seller will refund it to the Purchaser without undue delay using the original payment method, or another method agreed by the Parties.

6. cancellation by purchaser — orders placed via online store

- 6.1 The Purchaser may cancel an order at any time before the Goods are dispatched or the Voucher/e-Voucher or e-Ticket is sent without any charge from the Seller. Due to the Seller's automated system, closed and dispatched orders cannot be amended or changed.
- 6.2 The Purchaser cannot ask for a refund after a Voucher/e-Voucher for an individual or regular walk (products in the Pragensia viva section) has been purchased, with reference to Section 1837(j) of the Civil Code. If the Purchaser is unable to attend the walk and informs the Seller at least 72 hours in advance, the walk can be rescheduled at no charge.
- 6.3 The Purchaser has the right to request a refund of the purchase price for Pražská univerzita pro každého (Prague university for everyone) (Pragensia viva products) and for all courses for current and future guides only for serious family or health reasons. The Purchaser is obliged to provide evidence of the specific reason/situation, and the Seller will consider every such request on a case-by-case basis. The Purchaser's right to a refund is not automatic.

- 6.4 The Purchaser is not entitled to a refund of the purchase price with the Experience Prague Service, with reference to Section 1837(j) of the Civil Code. The Ticket/e-Voucher within the Experience Prague Service (Pragensia viva product) is transferable.
- 6.5 Purchased e-Tickets may not be exchanged or refunded in accordance with Section 1837(j) of the Civil Code, except as otherwise stated in these Terms and Conditions.
- 6.6 If a portion or the entire purchase price has already been paid when the Purchaser cancels the order in accordance with the above provisions, the amount will be refunded using the original payment method.

7. cancellation by seller

- 7.1 The Seller reserves the right to refuse or cancel an order or any portion thereof in the event that:
- the Goods are no longer manufactured or supplied,
 - the Service cannot be provided or the Goods cannot be delivered due to force majeure or other reason (e.g. illness of a guide for guided walks)
 - entry to the relevant venue/tour circuit for which an e-Ticket has been purchased is not possible, whether for reasons of force majeure or otherwise,
 - the purchase price stated in the order has not been paid by the Purchaser,
 - the Seller's supplier has significantly changed the price of the Goods or Services.
- 7.2 In the event of cancellation of an order placed via the Online Store, if a portion or the entire purchase price has already been paid, this amount will be refunded to the person who made the payment using the original payment method, except as otherwise agreed by the Parties.

8. claims

- 8.1 The rights and obligations of the Parties arising from defects are governed by the relevant laws and regulations, including without limitation the Civil Code, and by the Consumer Protection Act if the Purchaser is a Consumer.
- 8.2 This provision applies to Goods. For e-tickets and Services, the rights arising from defects will be exercised in a manner appropriate to their nature; the procedure for filing a claim is governed by Article 9 of these Terms and Conditions.
- 8.3 **if the Purchaser is a consumer**
- 8.3.1 The Seller guarantees that the Goods are free from defects at the time of delivery. In particular, the Seller guarantees that, at the time of delivery, the Goods:
- conform to the agreed description, type, and quantity, as well as to the standard of quality, functionality, and other agreed characteristics,
 - are fit for purpose required by the Consumer and approved by the Seller,
 - are delivered including the agreed accessories and instructions for use,
 - are fit for the purpose for which Goods of this type are normally used,
 - correspond, in terms of quantity, quality and other characteristics, to what a Consumer could reasonably expect for Goods of the same type.
- 8.3.2 If a defect becomes apparent within 12 months of delivery, the Goods are presumed to have been defective at the time of delivery, unless this is inconsistent with the nature of the Goods or the defect.

- 8.3.3 The Consumer may report a defect that becomes apparent in the Goods within 24 months of receipt.
- 8.3.4 If the Consumer reports a defect justifiably, the period specified in Article 8.3.3 will not include the time during which the Consumer is unable to use the Goods.
- 8.3.5 The Consumer has no rights arising from defects if the defect was caused by the Consumer. Wear and tear resulting from normal use of the Goods does not constitute a defect.
- 8.3.6 If the Goods have a defect, the Consumer may request its removal. The Consumer may request delivery of new Goods free of defects or repair of the Goods, unless the chosen method of removing the defect is not possible or, compared to the other option, unreasonably costly; this will be assessed in particular with regard to the significance of the defect, the value the Goods would have if they were free of defects, and whether the defect can be removed using the other method without significant inconvenience to the Consumer.
- 8.3.7 The Seller may refuse to remove the defect if doing so is not possible or would involve unreasonable expense, particularly in light of the significance of the defect and the value the Goods would have if they were free of defects.
- 8.3.8 The Seller will remove the defect in a timely manner after it has been reported, in a manner that will not cause significant inconvenience to the Consumer, taking into account the nature of the Goods and the purpose for which the Consumer purchased them.
- 8.3.9 The Consumer may request a reasonable discount or withdraw from the Purchase Contract if:
- the Seller refused or failed to remove the defect,
 - the defect manifests repeatedly,
 - the defect constitutes a material breach of the Purchase Contract, or
 - it is clear from the Seller's statement or from the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to the Consumer.
- 8.3.10 Reasonable discount is calculated as the difference between the value of defect-free Goods and the defective Goods that the Consumer received.
- 8.3.11 The Consumer may not withdraw from the Purchase Contract if the defect in the Goods is minor; it is presumed that the defect is not minor.
- 8.3.12 If the Consumer withdraws from the Purchase Contract due to defective Goods, the Seller will refund the purchase price to the Consumer without undue delay after receiving the Goods or after the Consumer provides proof that the Goods have been shipped.
- 8.4 if the Purchaser is an entrepreneur**
- 8.4.1 If the Purchaser is an Entrepreneur, the general provisions of the Civil Code will apply to the rights and obligations arising from defects, unless these Terms and Conditions or an individual agreement between the Parties provide otherwise.
- 8.4.2 The Entrepreneur is required to inspect the Goods as soon as possible after the risk of damage to the Goods has passed (i.e., from the moment the Entrepreneur assumes responsibility for the Goods, usually upon receipt) and to verify their characteristics and quantity.
- 8.4.3 The Entrepreneur is required to report defects in the Goods without undue delay after they could have been discovered through a timely inspection and with due care, and no later than within the statutory time limits under the Civil Code.

8.4.4 The Entrepreneur is not entitled to remedies for defects if the defect was caused by the Entrepreneur. Wear and tear resulting from normal use of the Goods does not constitute a defect.

8.5 Common provisions

Damaged, destroyed, lost or stolen e-Tickets or e-Vouchers will not be replaced, and the Purchaser will not be entitled to a refund. Any unauthorized tampering will void the e-Ticket.

9. claims policy

- 9.1 The Purchaser can file a claim electronically at info@prague.eu, in person at the Official Prague Gift Shop, or otherwise in accordance with applicable legislation. To file a claim regarding tangible goods, the Purchaser may use the claim form available here: [claim form | Prague City Tourism](#). Use of the claim form is voluntary and does not affect the Purchaser's right to file a claim by other means in accordance with these Terms and Conditions and the applicable legislation.
- 9.2 The Purchaser's claim email must include, in particular:
- identification of the order or proof of purchase,
 - description of the defect,
 - required resolution of the claim,
 - contact details for sending information regarding the resolution of the claim.
- 9.3 The Purchaser will provide photographs of the defect, provided that this is possible and practical given the nature of the defect.
- 9.4 If the Purchaser reports a defect in the Goods without handing them over to the Seller or enabling the Seller to inspect them, this will be regarded only as notification of the defect and not as a formal claim until the Goods are handed over or delivered to the Seller, unless the Seller expressly confirms otherwise.
- 9.5 A claim is made once the relevant Goods are handed over or delivered to the Seller, and the Seller is allowed to properly accept the claim. Upon acceptance of the claim, the Seller will issue a confirmation to the Purchaser, specifying in particular the date, the nature and the requested method of resolution of the claim, and the Purchaser's contact information for updates on the claim procedure. The Seller will send this confirmation to the email address from which the claim was submitted, unless the Parties agree otherwise.
- 9.6 The returned Goods must be in a condition that allows for the assessment of the claim and ensures hygienic handling. The Seller may refuse to accept Goods for assessment if they are contaminated or do not meet the basic hygiene requirements for safe acceptance.
- 9.7 If the Purchaser is a Consumer, the claim must be resolved, the defect remedied, and the Consumer informed thereof without undue delay, and in any event no later than 30 days after the claim was filed, unless the Seller and the Consumer agree to a longer time limit. Expiry to no effect of this time limit is considered a material breach of the Purchase Contract.
- 9.8 If the Purchaser is an Entrepreneur, the claim will be settled within a reasonable time frame appropriate to the nature of the defect and the circumstances of the specific case.
- 9.9 In order to resolve a claim, the Purchaser is required to provide the Seller with the necessary cooperation, in particular by handing over or sending the defective Goods, if this is necessary given the nature of the claim. If it is not possible to objectively assess or resolve the claim without the Goods being handed over, the Seller will notify the Purchaser of this fact.

- 9.10 After resolving the claim, the Seller will notify the Purchaser at the email address provided in the order or communicated when the claim was filed. The Seller will also provide the Purchaser with confirmation of the date and manner of the claim resolution, including confirmation of the repair and its duration, or a written explanation of the grounds for rejecting the claim.
- 9.11 If the Goods were sent to the Seller via a shipping service, they will be returned to the Purchaser's address once the claim has been resolved, unless the Parties agree otherwise.
- 9.12 If the Parties have arranged that the Purchaser will pick up the returned Goods in person at the Official Prague Gift Shop, the Purchaser is required to collect the returned Goods without undue delay after a notification from the Seller, but no later than 30 days from the notification. Upon the expiration of this time limit, the Seller is entitled to charge reasonable storage fees or to sell the Goods at the Purchaser's expense. The Purchaser must be notified of this in advance and must be granted a reasonable additional time limit for collecting the Goods.
- 9.13 Upon receipt, the Purchaser must inspect the Goods and verify that they conform to the claim resolution certificate; this does not affect the Purchaser's rights arising from defects under applicable law.
- 9.14 If a claim is acknowledged and it is not possible to replace the Goods or remedy the defect, the amount paid for the Goods will be refunded to the Purchaser; if the Purchaser is a Consumer, the relevant consumer protection laws will apply.

10. withdrawal by consumer from purchase contract concluded remotely

- 10.1 The Consumer may withdraw from the Purchase Contract within 14 days of receipt of the Goods, without giving any reason and without any penalty in accordance with the relevant provisions of the Civil Code. In this case, the Consumer will contact the Seller at the following email address: info@prague.eu and indicate that they are withdrawing from the Purchase Contract, stating the order number, date of purchase and bank account number for the refund.
- 10.2 If the Purchase Contract concerns the provision of a Service on specific date or during a certain period, the Consumer cannot withdraw from the Purchase Contract.
- 10.3 In the event of withdrawal from the Purchase Contract, the Consumer is obliged to send or deliver the Goods to the Seller without undue delay, no later than 14 days from the date of withdrawal, to the Seller's registered office (Žatecká 110/2, Prague 1 — Staré Město, 110 00), unless the Parties agree otherwise. The Consumer should return the Goods, if possible, complete with all accessories and proof of purchase, if available.
- 10.4 In the event of withdrawal, the Purchase Contract will be cancelled from the start. The Consumer will bear the costs of returning the Goods to the Seller.
- 10.5 The Seller will return to the Consumer all funds received from the Consumer under the Purchase Contract, including delivery costs, using the original payment method, unless otherwise agreed with the Consumer. If the Consumer has chosen a delivery method that is not the cheapest option offered by the Seller, the Seller will refund delivery costs up to the amount of the cheapest delivery option offered. The Seller is not obliged to make a refund until the Consumer returns the Goods.
- 10.6 The Purchaser may withdraw from the Purchase Contract no later than on the 14th day after receipt of the Goods.
- 10.7 The Consumer will cover costs caused by any reduction in the value of the Goods resulting from handling the Goods in a manner that is not necessary to ascertain their nature, characteristics, and functionality.

10.8 In certain cases, the Consumer cannot withdraw from the Purchase Contract concluded with the Seller remotely, in particular where:

- the Service was provided to the full extent with the Consumer's prior express consent before the expiration of the withdrawal time limit, and the Consumer was informed prior to the conclusion of the contract that the right to withdraw would lapse upon the provision of the Service,
- the Goods were delivered in sealed packaging, the Consumer has removed the Goods from the packaging and they cannot be returned for hygiene reasons,
- the Service is provided to the Consumer by the Seller on a specific date or within a specific period, particularly in the context of guided walks, tours of the Clementinum circuit or riding the vintage tram No. 42,
- the Purchaser bought tickets to a Venue operated by the Seller (e-Ticket), including a voucher for 9 venues over 365 days; by purchasing these tickets or this voucher, the Purchaser acknowledges that this is a service intended for leisure use during a specific period, and the Consumer therefore has no right to withdraw from the contract within the meaning of Section 1837(j) of the Civil Code.

11. privacy

- 11.1 Personal data of the Purchaser (natural person, as well as all natural persons representing the Purchaser — legal entity) are collected, stored and processed in accordance with the applicable legislation of the Czech Republic, including without limitation with Act No. 110/2019 Sb., on the processing of personal data, as amended, and Regulation (EU) 2016/679 (GDPR).
- 11.2 The personal data of the Purchaser to the extent of identification data and contact data are processed and collected for the purpose of concluding the purchase contract, delivering the Goods, e-Tickets or rendering the Services under the Purchase Contract, claims and related procedure, as well as for Seller's sales records. For this purpose, personal data are processed to fulfil the Purchaser's order placed via the Online Store, or to handle other contractual matters, e.g. claims. The personal data may also be processed for direct marketing purposes of the Seller's own similar products and services, based on the Seller's legitimate interest. The Purchaser may object to such processing at any time; their data will no longer be processed for direct marketing upon filing an objection. The personal data may also be processed for the purpose of internal statistics and analytics, in particular for evaluating sales, customer behavior and improving the Seller's offer, based on the Seller's legitimate interest. The data will be anonymized to a reasonable extent. The Purchaser may object to such processing for reasons concerning their specific situation.
- 11.3 Purchaser's personal data are fully secured against misuse. The Seller will not transfer the Purchasers' personal data to third parties, with the exceptions stated in the rules of personal data processing. These exceptions concern in particular the transfer of personal data to the carrier in the minimal scope required to deliver the Goods. Data are also transferred in the necessary extent to the operator of the payment system for making payments for the Goods, e-Tickets or Services; in the case of purchasing e-Tickets or e-Vouchers via the Online Store, the Purchaser's personal data may be transferred to Colosseum Ticket (PerfectSystem) in the scope required to create, issue, deliver, record and verify the e-Tickets or e-Vouchers, in particular to the extent of their name and surname, email address, data about the order, purchased product, payment and the e-Ticket or e-Voucher identifier. The Purchaser is informed of this data transfer before finalizing the order. This data transfer is essential to procure the e-Ticket or e-Voucher. If these data are not provided, the e-Ticket or e-Voucher cannot be created or delivered and their use cannot be administratively organized.
- 11.4 The Purchaser who participates in events organized by the Seller's Pragensia viva section acknowledges and agrees that photographs and/or audiovisual recordings may be taken during these events for the purpose of their documentation, but under no circumstance for capturing images of

specific individuals. The Purchaser further acknowledges and agrees that these photographs or audiovisual recordings may be used by the Seller for advertising and promotional activities, in accordance with Sections 84 — 90 of Act No. 89/2012 Sb., the civil code, as amended, Act No. 110/2019 Sb., on the processing of personal data, and Regulation (EU) 2016/679 (GDPR). To reject/withdraw consent to the use of photographs or audiovisual recordings, contact the Seller electronically at: gdpr@prague.eu.

- 11.5 Personal data of the Purchaser to the extent of identification and contact data as well as order details are stored by the Seller based on a legitimate interest for the purpose of defense against legal claims, internal records of the Seller and audits. The legitimate interest in this case is the protection of legal claims, ensuring the proper provision of Services and the prevention, detection and avoidance of possible fraudulent conduct.
- 11.6 The Seller also processes the personal data of the Purchaser to the extent of identification and contact data on the basis of a legitimate interest consisting in improving the Seller's services and the Seller's interest in effective promotion of the Goods, e-Tickets and Services through direct marketing. The Purchaser may refuse the processing of personal data on the basis of this legitimate interest at any time by sending an email to gdpr@prague.eu.

12. detailed terms and conditions for selected services

- 12.1 The training for guides (Pragensia viva product) is open to all holders of the Czech National Guide Card or the participants of the current guide courses offered by Prague City Tourism.
- 12.2 Unless otherwise stated, the admission to the venues within the History of Prague and Prague University for Everyone Service (Pragensia viva product) is included in the final price of the Service.
- 12.3 Reservation before the sale of new cycles within the Prague University for Everyone Service (Pragensia viva product) is not possible.
- 12.4 Multimedia presentations are copyrighted works of the lecturers and/or guides on tours at the Venues in accordance with Act No. 121/2000 Sb., the copyright act, as amended, and the participants are not entitled, without the consent of the owner of the copyrighted work, to redistribute, make copies of or otherwise use the presentations.
- 12.5 The ticket for History of Prague Service (Pragensia viva product) is transferable. Reduced admission is granted to children under 15, students under 26, seniors over 65, ztp/ztp+p (severely disabled / severely disabled requiring guide) card holders, participants of ongoing guide courses and Prague guide card holders.
- 12.6 All events organized as part of any Pragensia viva product will take place regardless of the weather. Dogs and other pets are not permitted at these events, unless otherwise expressly stated for a specific event. This prohibition does not apply to guide dogs.
- 12.7 Walks within the History of Prague and History of Prague Service (Pragensia viva products) require at least ten (10) participants. The maximum capacity is 35 persons, unless otherwise specified by the Guide or the Seller. The Purchaser will be refunded the total purchase price if a Pragensia viva product is cancelled due to insufficient number of participants.
- 12.8 The Seller will not be obliged to refund the purchase price for the History of Prague Service (Pragensia viva products) except in the case of the Consumer's withdrawal from the contract in accordance with the conditions set out above in Article 10 of these Terms and Conditions. The Seller is not obliged to exchange the ticket paid for by the Purchaser for another ticket.

- 12.9 The participant of any Pragensia viva event is obliged to present a valid Voucher/e-Voucher to the guide or the organizational staff of the Seller before the start of the event.
- 12.10 For each ticket for an outdoor walk organized under the History of Prague Service (Pragensia viva product), the Purchaser receives one wheel for the 5 + 1 loyalty card. A Purchaser who accumulates five wheels is entitled to a sixth walk free of charge. The sixth free-of-charge walk applies to events with a (5+1) sign displayed next to the price of the walk that are not already sold out. The Purchaser may redeem the full 5+1 loyalty card at the Seller's Tourist Information Centers where a free ticket will be issued. If the Purchaser is unable to claim the free ticket in person, an electronic application can be sent by email to: zazijprahu@prague.eu. The Purchaser will receive the 5+1 loyalty cards and wheels from the Seller's staff member or the guide at the meeting point for the given walk upon presentation of a valid e-Ticket or Ticket.
- 12.11 Gift vouchers for private walks (Pragensia viva product) cannot be redeemed in the Online Store at <https://prague.eu/e-shop>. To order a private walk, the Purchaser must send an Order electronically to the email address: guides@prague.eu, specifying in particular: the name of the walk, the code of the purchased gift voucher, and the date and time of the walk, at least 7 days prior to the start date of the walk. This gift voucher represents a monetary value that can only be redeemed for Guides & Tours services. The gift voucher is not exchangeable for cash, and if its value is not used up or it expires, the Purchaser is not entitled to a refund or a substitute Service.
- 12.12 A gift voucher for 9 venues over 365 days entitles the holder to visit the most popular venues managed by the Seller during regular opening hours, upon presentation of the voucher in printed or electronic form at any ticket office of the relevant venues; upon presentation of the voucher to Prague towers, a multi-entry ticket will be issued for all designated venues. Each designated venue may be entered once using the voucher or the multi-entry ticket, within 365 days of its issue. The voucher for Prague towers is valid for one calendar year from the date of issue and covers standard admission only; it does not entitle the holder to attend special events. If any of the venues is closed due to extraordinary circumstances, the Purchaser is not entitled to a refund of the admission fee for that venue. The voucher is not exchangeable for cash. By purchasing this voucher, the Purchaser acknowledges that it is a leisure service provided for a specific period and therefore has no right to withdraw from the contract pursuant to Section 1837(j) of the Civil Code.
- 12.13 The Seller reserves the right to change the program for all public events.
- 12.14 Recording any part of the guide's or instructor's commentary and/or capturing their image (appearance, voice) while using the Service (particularly when attending any Pragensia viva event, including online participation) is not permitted. The guide's and the lecturer's commentary (including online commentary) during the Service, as well as other content of the relevant tour/walk/lecture (including structure, wording, stories, scenarios, etc.), are protected by copyright. Recordings in which the guide/instructor or other persons can be identified (by appearance, voice, or other characteristics) may also infringe upon their personality rights. Participants/Purchasers must follow this rule, otherwise they may be asked to leave or may not be allowed to continue the tour, walk, or lecture.

13. additional terms and conditions for eticket purchases

- 13.1 The e-Ticket is transferable and entitles its holder to a one-time entry to a Venue selected by the Purchaser or to a selected tour circuit at the date or within the time limit specified on it. The visitor who presents the e-Ticket first will be deemed to be the holder of the e-Ticket by the venue staff.
- 13.2 The primary seller of e-Tickets is Colosseum Ticket. After payment has been processed, the e-Tickets are sent to the Purchaser at the email address provided in the order, together with Colosseum Ticket's terms and conditions and these Terms and Conditions of the Seller.

13.3 The Purchaser acknowledges that e-Tickets or other products organized by the Seller's contractual partners, i.e. third parties may also be subject to (in addition to these Terms and Conditions) the third party's own terms and conditions regarding their sale, delivery, use, or return.

13.4 No more than 6 e-Tickets may be purchased via the Online Store within one order.

13.5 The Purchaser is not required to print the e-Ticket sent in the confirmation email; it is sufficient to present it for inspection in electronic form. Unless otherwise specified for a particular e-Ticket, e-Tickets purchased online are valid for 30 days from the date of purchase.

14. in-person sales at points of sale

14.1 Only available tickets can be purchased in person at the Venue ticket office.

14.2 Tickets purchased in person are valid for the period indicated on the specific ticket. Depending on the type of ticket, this can be 60 minutes, 24 hours or 365 days from the moment of purchase; the period is determined by the data on the ticket.

14.3 One person may buy up to 6 tickets at the Venue ticket office. If an accompanying group is physically present at the ticket office (such as family members, a group, or a tour guide's clients), tickets may be sold for all persons present. If the Purchaser wishes to purchase a larger quantity of tickets, they will be referred to the Business Development Department at b2b@prague.eu.

14.4 Tickets purchased through the vending machine located at the Seller's Point of Sale are valid for 60 minutes from the time of purchase; this period is calculated in minutes from the moment the purchase is made.

14.5 A maximum of 6 tickets may be purchased in a single transaction through the vending machine. The Purchaser may not make repeated or consecutive purchases to circumvent this limit. The Seller considers the following, in particular, as circumvention of this limit: multiple interrelated purchases made within a short period of time by the same Purchaser or using the same payment method, the same identification data, or other identical purchase identifiers. In the event of reasonable suspicion that this limit is being circumvented, the Seller may deny the sale, cancel a purchase that has already been made, or invalidate tickets purchased in this manner.

14.6 Purchase Contracts concluded via in-person purchases at the Point of Sale do not automatically establish the Consumer's right to withdraw from the contract within 14 days without giving a reason. This does not affect the Purchaser's rights arising from defective performance or other rights stipulated by legislation.

14.7 If the Purchaser identifies a defect in the Goods immediately after purchasing them in person, they may file a claim at the Point of Sale where the Goods were purchased, or via the procedure under Art. 9 of these Terms and Conditions. The Seller will assess and resolve the claim in accordance with legislation and with Art. 8 and 9 of these Terms and Conditions. Identifying a defect does not automatically establish the right to a refund of the purchase price; methods of resolution are governed by the nature of the defect and applicable legislation.

15. supplementary terms and conditions for the purchase of the official tourist card (pvp)

15.1 As concerns the purchase of a Prague Visitor Pass, the official Prague tourist card which provides access to selected participating venues and special fares on Prague public transport, the use of the Prague Visitor Pass system is governed by separate business terms and conditions available at www.praguevisitorpass.eu/Terms.

16. no resale of tickets for seller-managed venues

16.1 Tickets purchased for Seller's Venues are intended exclusively for the visitor's personal use and may not be resold or otherwise transferred to third parties in exchange for payment (in particular, offered for sale on online platforms, at auctions, through intermediaries, or as part of service packages), whether at a price higher, equal to, or lower than their face value. In the event of a violation of this provision, the Seller is entitled to invalidate the ticket, deny entry, and/or cancel the order; this does not affect any claims the Seller may have for damages. The foregoing also applies to the purchase and use of Services, unless stated otherwise in these Terms and Conditions.

17. shopping in the online store as a registered or guest user

17.1 Goods, e-Tickets, and Services can be purchased in the Online Store with or without registration. No registration is required to complete a purchase.

17.2 When purchasing without registration, order data is automatically stored in accordance with the privacy rules set forth in Article 11 of these Terms and Conditions. In this case, the Purchaser can make a purchase without registration, provided that the following personal data are provided for this method of sale: first name, last name, phone number, mailing address (including street, house number, city, country, and postal code code), and email address.

17.3 When making a purchase as a registered user, the Purchaser may register on the Seller's website and create a customer account there. To successfully create a customer account, the following mandatory information must be provided: an email address and a password for subsequent login. The Purchaser/user of the customer account must subsequently add the following information to their account: first name; last name; mailing address including street and house number, city, postal code, and country; contact email; phone number; company information including company name, ID number, and VAT number. Information on all of purchases of registered users is stored and displayed in their account.

17.4 The Purchaser may request the cancellation of their customer account by sending a request to gdpr@prague.eu. In the request, the Purchaser must state the email address under which the customer account is registered. The Seller is authorized to verify the applicant's identity by adequate means. After cancelling the customer account, the Seller will delete or anonymize the personal data recorded to this account without undue delay, unless these data are essential for performing the Purchase Contract, fulfilling legal obligations or to determine, exercise or defend legal claims. The data which must be stored will be limited to the extent necessary and stored only for the necessary period of time.

17.5 More information on personal data protection is available at <https://prague.eu/en/gdpr/>.

18. out-of-court consumer dispute resolution

18.1 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: adr.coi.cz, is responsible for the out-of-court resolution of consumer disputes arising from purchase contracts.

19. final provisions

19.1 All contractual relations between the Seller and the Purchaser are governed by the applicable laws of the Czech Republic and these Terms and Conditions. If any provision of these Terms and Conditions becomes invalid or unenforceable, this will not prejudice the validity and enforceability of the remaining provisions of these Terms and Conditions.

- 19.2 By concluding the Purchase Contract, the Purchaser accepts all provisions of the Terms and Conditions in the version effective as of the date of the Purchase Contract, including the price of the ordered Goods, Voucher/e-Voucher, e-Ticket, and Services listed in the Order confirmation, unless otherwise demonstrably agreed upon in a specific case. In the case of Online Store purchases, the Terms and Conditions are accepted upon submission of the Order; in the case of an in-person sale, the Terms and Conditions are accepted upon completion of the purchase at the Seller's Point of Sale.
- 19.3 The Purchaser uses the selected Service or e-Ticket entirely at their own risk. The Purchaser is required to assess for themselves whether they are medically and physically capable of safely participating in the selected Service or of entering the Venue or the designated walk route. The Seller bears no liability for any injury to the Purchaser's health or damage to the Purchaser's property caused by the Purchaser's own fault.
- 19.4 When using an e-Ticket or a Service, the Purchaser agrees to follow the instructions of the Seller's staff, guides, and stewards, as well as the safety regulations, visitor rules of the individual venues, and the principles of proper conduct.
- 19.5 The Purchaser must ensure that a person under the age of 15 who is using the Service or holding an e-Ticket is accompanied and supervised by an adult or obtain consent of a legal guardian if the person is under the age of 18 and is not accompanied by their legal guardian.
- 19.6 The Seller is entitled to unilaterally amend or vary these Terms and Conditions at its discretion, provided that the current version is always displayed on the Seller's website. The version of the Terms and Conditions effective as of the date of the Purchase Contract will govern the rights and obligations between the Purchaser and the Seller.

These Terms and Conditions come into effect on 15 September 2026.