

General Terms and Conditions of NKP Vyšehrad for the Sale of E-Tickets and Tickets

Article 1 General Provisions

1. The National Cultural Monument Vyšehrad is a contributory organization established by the City of Prague, with its registered office at V Pevnosti 159/5b, 128 00 Prague 2, ID No.: 00419745 (hereinafter referred to as "NKPV").
2. These Terms and Conditions (hereinafter referred to as "GTC") govern the mutual rights and obligations of the contracting parties arising from legal relationships between NKPV and the customer, based on the purchase of an e-ticket or ticket granting access to a site managed by NKPV (hereinafter referred to as the "Heritage Site") or participation in a program event organized by NKPV. These events are offered through the NKPV web portal and form an integral part of the agreement concluded through the purchase of this service (e-ticket) between NKPV and the customer (hereinafter referred to as the "Agreement"). The rules set out in these GTC for e-tickets also apply, as appropriate, to tickets purchased at NKPV sales points.
3. A customer is a natural or legal person who purchases a ticket (hereinafter referred to as the "Customer").
4. Information about tours and events organized by NKPV can be found on the website www.praha-vysehrad.cz and at NKPV sales points.
5. NKPV is the sole operator of the web portal for the sale of e-tickets, hosted on an external supplier's internet platform at <https://portal.colosseum.eu/tours?mrsid=228>. NKPV acts as the seller in relation to the Customer when selling e-tickets. All seller obligations arising from the Agreement are fulfilled by NKPV.
6. The intermediary for the online sale of tickets for tours and events organized by NKPV and the operator of the ColosseumTicket online shopping system is Perfect System s.r.o., with its registered office at Radlická 3301/68, 150 00 Prague 5, ID No.: 26480981. Additional conditions for purchasing online tickets are provided at <https://www.colosseumticket.cz/cs/obchodni-podminky>.
7. The provisions of the Agreement take precedence over the GTC.
8. Contact and identification details of NKPV:
 - Name: National Cultural Monument Vyšehrad, contributory organization of the City of Prague
 - Registered office and mailing address: V Pevnosti 159/5b, 128 00 Prague 2
 - Company ID: 00419745
 - Email: sekretariat@praha-vysehrad.cz
 - Phone: +420 241 410 348 (Mon-Fri, 9 AM–4 PM)
 - Data mailbox: h528pgw

Article 2 Agreement Between the Customer and NKPV

1. The agreement between the Customer and NKPV is established upon the purchase of an e-ticket, which serves as confirmation of the contractual relationship, and is concluded by the Customer clicking the "Pay Now" button. The agreement is not prepared in paper form; the Customer receives confirmation of the e-ticket purchase via email (hereinafter referred to as the "Confirmation Email"). The e-ticket is sent to the Customer as an attachment to the Confirmation Email.
2. Communication between NKPV and the Customer is carried out using remote communication means, specifically through the web portal for e-ticket sales and other methods, primarily email. The Customer agrees to the use of remote communication means for concluding the agreement. The Customer bears any costs associated with using remote communication means for concluding the agreement.
3. The conclusion of the agreement entitles the Customer to the services specified in the agreement. However, the Customer is always obliged to adhere to the rules set forth in the visitor and operational regulations of the heritage site being visited or where the program event for which the e-ticket was purchased is held.
4. When purchasing an e-ticket, the Customer is obliged to provide accurate and truthful information as required. The information provided by the Customer is considered accurate by NKPV.

5. NKPV is not bound by any codes of conduct in relation to the Customer as defined in Section 1820, Paragraph 1, Letter n) of Act No. 89/2012 Coll., the Civil Code, as amended.
6. Upon the conclusion of the agreement, the Customer is obligated to pay the full price of the e-ticket; this is without prejudice to the provisions of Article 7 of the GTC.

Article 3 E-Ticket

1. The purchase of an e-ticket on the NKPV website is possible either with or without registration.
Purchase without registration
In the case of a purchase without registration, the details of the order and e-ticket are automatically stored on the NKPV website for e-ticket purchases for a period of 2 days (this is known as automatic registration); after 2 days, the information about the order and e-ticket purchase will be deleted. A notification about the automatic registration will be sent to the Customer by email immediately after the e-ticket has been ordered. The Customer may register on the NKPV e-ticket web portal (so-called permanent registration). If an e-ticket is purchased by a registered Customer, all information about the Customer's e-ticket purchases is permanently stored.
Purchase with registration
The Customer can register on the NKPV website for the purchase of e-tickets (known as permanent registration). In the case of an e-ticket purchase by a registered Customer, the details of all e-ticket purchases made by the Customer will be permanently stored.
2. The e-ticket is transferable. NKPV is not responsible for the validity or authenticity of e-tickets purchased outside the NKPV web portal. Additionally, NKPV is not liable for e-tickets shared by the Customer, e.g., on social media, as this may result in misuse.
3. The e-ticket entitles its holder to a one-time entry to the heritage site chosen by the Customer on the date and time specified on the ticket. For entry verification, the holder of the e-ticket is considered to be the visitor who presents the e-ticket first. The primary identifier is the QR code displayed on the e-ticket.
4. The e-ticket sent in the confirmation email does not need to be printed; it is sufficient to present it in electronic form for verification.
5. The e-ticket contains information about the location and time of the visit to the heritage site, the number of persons authorized to enter, the total price for all persons entitled to entry based on the e-ticket, and a QR code enabling the verification of the e-ticket's validity.
6. The only payment method for purchasing an e-ticket is via a payment card. No other payment methods are accepted.

Article 4 Procedure for Purchasing an E-Ticket

1. The Customer agrees to use the NKPV web portal for purchasing e-tickets in accordance with its intended purpose and in a manner that does not infringe upon the rights of other NKPV Customers.
2. The Customer completes the purchase of an e-ticket as follows:
 - a) **Selecting the Tour (or Event)**
The Customer selects a specific tour (or event) on the website www.praha-vysehrad.cz under the "Tours" section or for a specific tour (or event) by clicking the "Tickets" button.
 - b) **Choosing E-Ticket Parameters**
The Customer selects the specific parameters of the e-ticket by following logical steps and marking fields:
Choosing the Date, Time, and Tour:
The Customer selects the date, time, and specific tour of the heritage site by clicking the "Tickets" button.
Visitor Category and Number of Persons:
Using the + and – buttons, the Customer selects the visitor category and the number of e-tickets to purchase. The total price for the selected number of e-tickets is displayed below the fields. The Customer confirms the selection by clicking the "Add to Cart" button.
 - c) **Reviewing the Cart and Order**

In the next step, the Customer will automatically see the contents of their cart, including the selected visitor category and the price of the ticket. The number of visitors can be reduced by removing any line using the "x" button. To add more visitors, the Customer can return using the "Back" button. The "Add more items" button will return the Customer to the main page with the selection of tours. The Customer can purchase tickets for multiple tours at once. The Customer cannot choose the delivery method or payment method – the purchase of e-tickets through the NKPV website allows payment only via credit card. At the bottom, the Customer will fill in their basic contact information for the purchase of the e-ticket, depending on the purchase method.

Quick Purchase (i.e., automatic registration) is intended for purchases without registration. The Customer fills in their first name, last name, email address, and phone number. These details are processed and stored by NKPV in accordance with the privacy policy. The email address provided by the Customer will be used for sending the e-ticket. The data is stored in the ticketing system solely for the purposes of possible complaints, customer requests, or for informing about current changes regarding the Agreement or the selected tour. An email will be sent to the Customer's email address confirming the completion of the automatic (i.e., temporary) registration.

Sales through logging in under the "My Account" section. The Customer has the option to log into their previously created account or register here. The registration rules are outlined in Article IX of these Terms and Conditions. The email address provided during registration will be used for sending the e-ticket. The Customer can make changes to their order at any time during the purchase process until the binding purchase of the e-ticket is made by clicking the "Pay Now" button.

d) Completing the Order – Finalizing the E-Ticket Purchase

The Customer confirms agreement with the GTC by ticking the designated checkbox. Without this confirmation, the order cannot be completed.

The Customer reviews the total amount and finalizes the purchase by clicking the "Pay Now" button.

e) Payment

After clicking "Pay Now," the Customer is redirected to a secure payment gateway. Payment is only possible via credit card through online payment.

f) Delivery of the E-Ticket

After successful payment, the Customer is redirected back to the NKPV web portal. The e-ticket, along with the GTC text, is sent to the email address provided in the order.

Article 5

Price and Payment Terms

1. The total price of the e-ticket is the price stated in the Customer's order upon completion (before confirming by clicking "Pay Now"). This price is final and is not subject to VAT, as NKPV is exempt from VAT.
2. No additional charges are added to the e-ticket price. Payment via credit card online is free of charge, and the delivery of the e-ticket via email is not subject to any fees.
3. The Customer must pay the total price upon concluding the agreement and before the e-ticket is delivered. Payment can only be made by credit card online, through a payment gateway, which is subject to the conditions of that gateway. The purchase price of the e-ticket is considered paid once the credit card transaction is completed.
4. The e-ticket serves as a simplified tax document.

Article 6

Delivery of the E-Ticket

1. The e-ticket will be delivered to the Customer immediately after the order is confirmed (by clicking the "Pay Now" button) and the total price of the e-ticket is paid.
2. The e-ticket is delivered exclusively via email to the address provided by the Customer in the Agreement. NKPV is not responsible for the validity or accessibility of the email address provided by the Customer.
3. After purchasing the e-tickets, the Customer must immediately check their email inbox for the confirmation email. The purchased e-ticket is attached to this email and can also be downloaded via the internet link included in the confirmation email. If the Customer does not receive the confirmation email immediately after paying for the e-ticket, they must notify NKPV in writing via email to sekretariat@npv.cz no later than 24 hours after the purchase and always before the scheduled tour date specified in the Agreement.
4. Upon receiving the e-ticket, the Customer is obliged to inspect it and report any defects to NKPV without delay. The Customer must ensure the e-ticket is stored securely for verification at the heritage site. This

must be done without undue delay after the confirmation email is delivered. After the scheduled tour date, the download link provided in the confirmation email, as well as the e-ticket attached to the email, will no longer be functional.

5. Registered users can retrieve their e-tickets by logging into their account on the NPÚ website for the respective heritage site. They can print or download the e-tickets, which are valid only until the date of the scheduled tour.

Article 7

Withdrawal from the Agreement, Complaints Regarding Defects, and Tour Cancellations

1. The Customer cannot withdraw from the Agreement, and purchased e-tickets cannot be exchanged or returned in accordance with § 1837 (j) of the Czech Civil Code, unless expressly stated otherwise below.
2. In the event of a defect in the e-ticket, the Customer is entitled to file a complaint with NKPV no later than the date of the tour for which the e-ticket was purchased. If a defect is discovered during inspection at the tour site, the Customer may file a complaint on-site, and the complaint will be confirmed in writing at the respective heritage site.
3. To submit a complaint regarding an e-ticket defect, the Customer must send an email to sekretariat@praha-vysehrad.cz, specifying the exact nature of the defect, the requested resolution, and providing identification details: the Customer's email address as stated in the Agreement, identification of the relevant heritage site, and the date and time of the booked tour. The Customer will be informed of the complaint resolution via email within 30 days of lodging the complaint. If the complaint is resolved by refunding the ticket price, the Customer will receive the refund within 10 business days from the resolution date on the payment card used for the e-ticket purchase.
4. In cases of damage, destruction, loss, or theft of the e-ticket, it will not be replaced, and the Customer will not be entitled to compensation. Any unauthorized alterations to the e-ticket render it invalid.
5. NKPV reserves the right to cancel a tour for safety, operational, or technical reasons. NKPV will inform the Customer of the cancellation in writing by sending an email to the address where the e-ticket was sent and will also announce it through other appropriate means to inform the public without undue delay after the cancellation.
6. If the tour is canceled, the Customer is entitled to a refund of the ticket price. NKPV will refund the ticket price within 14 days of the cancellation date to the bank account from which the payment was made.
7. NKPV is not responsible for undelivered emails due to technical reasons beyond its control or due to the Customer providing an incorrect email address.

Article 8

Customer Registration and Data Protection

1. Customer registration is not mandatory for purchasing an e-ticket. Customers have the option to make a purchase without registration by providing the following personal data during each individual purchase: first name, last name, phone number, and email address.
2. Customers may register in advance and create a customer account. To successfully create an account, the following mandatory details must be provided: first name, last name, email address, phone number, and a password. The password must contain at least six characters.
3. To log in to their account, the Customer uses their email address and password. On this account, the Customer will find links to e-tickets they have purchased, but only for the heritage site where the registration was made.
4. When registering or making a purchase without registration, the Customer provides NKPV with personal data. The Customer must ensure that all required information is accurate and truthful. NKPV considers the information provided on the customer account or in the e-ticket purchase order to be the most current and valid.
5. Detailed information about data protection is available on the NKPV website at www.praha-vysehrad.cz and at NKPV sales points.

Article 9

General and Final Provisions

1. The Customer agrees that NKP Vyšehrad may unilaterally amend or supplement the wording of the Terms and Conditions (T&Cs). The current version of the T&Cs is available on the website www.praha-vysehrad.cz and at sales points within the NKPV premises. The new T&Cs are binding and effective from the date of their publication unless a later date is specified in the T&Cs. This provision does not affect rights and obligations established during the validity of the previous version of the T&Cs.

2. If any provision of the T&Cs is invalid or ineffective, or becomes so, 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 does not affect the validity of the other provisions.
3. If a relationship related to the use of the ColosseumTicket web portal for purchasing online tickets or a legal relationship established by the agreement contains an international (foreign) element, the relationship between the Customer and NKPV shall be governed by Czech law.
4. If a consumer dispute arises between NKPV and a Customer who is a consumer in connection with a ticket purchase and the dispute cannot be resolved by mutual agreement, the Customer may submit a proposal for out-of-court dispute resolution to the designated authority for consumer dispute resolution, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, website: <http://adr.coi.cz>. The Customer may also use the online dispute resolution platform established by the European Commission at: www.ec.europa.eu/consumers/odr.
5. These T&Cs come into effect on January 1, 2025.

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Ing. arch. Petr Kučera, Ph.D.

Director of the National Cultural Monument Vyšehrad