

**Director's Directive No. 6**

of 12/02/2024,

which establishes

# General Terms and Conditions for the Sale of Tickets to Brno City Museum Buildings and for the Sale of Gift Items

## 1. INTRODUCTORY PROVISIONS

- 1.1. In accordance with Section 1751 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the "*Civil Code*"), these General Terms and Conditions (hereinafter "*Terms and Conditions*") govern the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a contract for the purchase of tickets to the Brno City Museum buildings and for the provision of performance in the form of a service offered by the Seller according to the Customer's choice (hereinafter "*Ticket Purchase and Performance Contract*") and purchase contract for Gift Items (hereinafter "*Purchase Contract for Gift Items*") concluded between:

**Brno City Museum, contribution organization**

based: Špilberk 210/1, 662 24 Brno

GPS: 49° 11' 39.41" N; 16° 36' 0.12" E

CIN: 00101427

VAT NUMBER: CZ 00101427

bank connection: KB Brno-město Bank no. 9537-621/0100

entered in the public register maintained by the Regional Court in Brno,

file No. Pr 34

(hereinafter "**Seller**"), on the one hand

**and**

**a third party** (hereinafter "**Customer**"), on the other hand

1.2. These Terms and Conditions are published on the website [https://www.brnoid.cz//docs/muzeum\\_obchodni\\_podminky.pdf](https://www.brnoid.cz//docs/muzeum_obchodni_podminky.pdf). By creating an Order within the meaning of these Terms and Conditions, the Customer confirms that they have familiarised themselves with their content (an integral part of the Terms and Conditions are the Communications prior to the conclusion of the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items and the information provided on the Web interface), that they expressly and without reservation agree to them, in the version valid and effective at the time of creating an Order within the meaning of these Terms and Conditions. These Terms and Conditions form an integral part of the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items.

1.3. For the purposes of these Terms and Conditions, the terms below have the meaning defined in this provision:

**"Ticket Purchase and Performance Contract"** is a contract concluded between the Customer and the Seller, the subject of which is the Seller's obligation to deliver the Ticket to the Customer and to provide the Customer with performance, in particular in the form of allowing entry to the Brno City Museum Building or to an exhibition or event and in the form of a tour (hereinafter referred to as "Event or Tour") according to the Customer's choice and the Customer's obligation to pay the agreed price for the Ticket under the conditions set out in the Ticket Purchase and Performance Contract and in these Terms and Conditions;

**"Purchase Contract for Gift Items"** is a contract concluded between the Customer and the Seller, the subject of which is the Seller's obligation to hand over the Gift Item to the Customer and to enable the Customer to acquire the ownership right to the Gift Item against payment of the purchase price by the Customer under the conditions set forth in the Purchase Contract for Gift Items and in these Terms and Conditions;

**"Customer"** means a person who is interested in purchasing a Ticket or Gift Item and/or has purchased it, as well as a person who holds a Ticket;

**"Regular Ticket Price"** means the price of a Basic Admission Ticket;

**"Discounted Ticket Price"** means the reduced price of the Admission Ticket, which can be applied for the categories listed on the Web interface and at individual Ticket Offices;

**"Consumer"** means any person who, outside the scope of their business activity or outside the scope of the independent performance of their profession, concludes a Ticket Purchase and Performance Contract or Purchase Contract for Gift Items with the Seller or deals with the Seller in any other way;

**"Voucher"** is a document issued by the Seller in electronic form, which serves the holder of the voucher for full or partial payment of the price of the Ticket or the price of the Seller's Gift Item in the amount of its nominal value;

**"Civil Code"** is Act No. 89/2012 Coll., the Civil Code as amended;

**"Ticket"** is a ticket in paper or electronic form entitling the Customer to a

one-time entry to a Brno City Museum building or to an Event or a Tour, which can be purchased via the Website or at the Ticket Office, while Tickets for selected Events or Tours can be purchased exclusively via the Website;

**"Ticket Office"** means the Seller's point of sale located in the individual buildings of the Brno City Museum with opening hours indicated on the Web portal and the Seller's point of sale located outside the buildings of the Brno City Museum during special events with opening hours individually determined according to the conditions of the given event;

**"Building of the Brno City Museum"** means Špilberk Castle, Villa Tugendhat, Arnold's Villa and Měnin Gate;

**"Web portal"** means the internet application at the address <https://www.tugendhat.eu/> or <https://www.spilberk.cz/> used to provide information about Events and Tours;

**"Website"** means the Seller's website located at <https://www.brnoid.cz/>;

**"Web interface"** means the interface of the Seller's website located at <https://www.brnoid.cz/>.

Other undefined terms have their usual linguistic meaning, unless the context suggests otherwise.

- 1.4. Relations and rights and obligations not expressly regulated by these Terms and Conditions are governed by the Civil Code.
- 1.5. These Terms and Conditions further regulate the rights and obligations of the Contracting Parties when using the Website and other related legal relationships.
- 1.6. If the Ticket Purchase and Performance Contract or the Purchase Contract for Gift Items regulates the issue addressed by the Terms and Conditions differently, these deviating provisions take precedence over the provisions of these Terms and Conditions. The wording of the Terms and Conditions may be changed or supplemented by the Seller. This provision does not affect the rights and obligations arising during the effective period of the previous version of the Terms and Conditions.

## 2. TICKET PURCHASE THROUGH THE WEBSITE

- 2.1. The Customer orders a Ticket and pays for it via the Web Interface. Information about the individual technical steps leading to the execution of the Order is also visible from the Web Interface.
- 2.2. When purchasing a Ticket via the Website, payment is made online (via a payment gateway) or via a Voucher.
- 2.3. In the first step, the Customer selects an Event or Tour, possibly selects the language of the Tour and the date of the Event or Tour, then selects the type of Ticket (basic or discounted), enters the number of tickets and proceeds with the "Add tickets to cart" button.
- 2.4. When making a purchase with payment via a Voucher, in the next step, the Customer logs in to their already existing Brno id account, fills in the Voucher code and continues with the "Search" button. By clicking on the

"Confirm payment" button, a Ticket order is created and the Customer will have the Ticket Price deducted from the Voucher value.

- 2.5. When making a purchase with online payment (through the payment gateway), in the next step the Customer clicks on the "Pay online" button, then fills in their e-mail address in the case of a purchase without logging in, or logs in to their already existing Brno id account in the case of a purchase with logging in. The Seller warns the Customer that the e-mail address specified in the order can only be changed until the moment the Customer proceeds to make the payment. By clicking on the "Confirm payment" button, a Ticket order is created (an order according to paragraphs 2.5 and 2.6 of Article II. in these Terms and Conditions is also simply an "Order") and the Customer can proceed to payment.
- 2.6. The Seller warns the Customer that the Order is placed without indicating the method of delivery, as the Tickets are always delivered only via e-mail to the address specified in the Order.
- 2.7. Once the Customer pays the total amount for the selected Tickets (in these Terms and Conditions also just "Ticket Price"), the Order is accepted by the Seller. The Customer is informed of this acceptance on the Web interface from which the Customer sent the Order, immediately after making the payment. At the same time, confirmation of the acceptance of the Order by the Seller and the conclusion of the Ticket Purchase and Performance Contract is sent to the Customer via an e-mail message delivered to the Customer's e-mail address specified in the Order. The Ticket Purchase and Performance Contract is concluded at the moment of payment of the Ticket Price. The Order, confirmation of acceptance of the Order and these Terms and Conditions are part of the Ticket Purchase and Performance Contract.
- 2.8. The Ticket is issued on the date of payment of the Ticket Price. Immediately after paying the Ticket Price, the Customer is sent a link to download the Ticket in electronic form in PDF format with a valid QR code via e-mail message according to the previous paragraph 2.7. The delivery of the Ticket to the Customer is considered to be the delivery of an e-mail message containing a link to download the Ticket in PDF format. The costs associated with the delivery of the Ticket are borne by the Seller.
- 2.9. The Seller is not responsible for non-delivery of the Ticket to the Customer's e-mail if the Customer enters incorrect data or if technical problems occur on the part of the Internet service provider.
- 2.10. The Seller points out that the purchase of a Ticket for a specific date of the Event or Tour via the Website can be made no later than 60 minutes before the start of the relevant Event or Tour, or until sold out.
- 2.11. The Customer acknowledges that the Seller excludes, in accordance with Section 1726 of the Civil Code, the conclusion of the Ticket Purchase and Performance Contract without negotiating all its requirements stipulated by the Civil Code.
- 2.12. The operating rules of the Brno id e-shop are available on request from the operator of the Brno id portal.

### **3. PURCHASE OF A TICKET AND A GIFT ITEM AT THE TICKET OFFICE**

- 3.1. When purchasing a Ticket or Gift Item at the Ticket Office, payment is made in cash, by credit card or via a Voucher.
- 3.2. When purchasing a Ticket, the Customer in the first step selects the type of Event or Tour, possibly selects the language of the Tour and the date of the Event or Tour, then selects the type of Ticket (basic or discounted), selects the number of tickets and communicates the order to the Seller's employee at the Ticket Office. Subsequently, the Customer pays the price of the Ticket against handing over the printed Ticket. The Ticket Purchase and Performance Contract is concluded at the moment of payment of the Ticket Price. These Terms and Conditions are part of the Ticket Purchase and Performance Contract.
- 3.3. The Seller points out that the purchase of Tickets for a specific date of the Event or Tour at the Ticket Office can be made no later than 60 minutes before the start of the relevant Event or Tour, or until sold out.
- 3.4. When purchasing a Gift Item, the Customer selects the Gift Item and the number of pieces and communicates the order to the Seller's employee at the Ticket Office. Subsequently, the Customer pays the price of the Gift Item against the handover of the Gift Item. The Purchase Contract for Gift Items is concluded upon payment of the price of the Gift Item. These Terms and Conditions are also part of the Purchase Contract for Gift Items.
- 3.5. The Customer acknowledges that the Seller excludes, in accordance with Section 1726 of the Civil Code, the conclusion of the Ticket Purchase and Performance Contract and Purchase Contract for Gift Items without negotiating all its requirements stipulated by the Civil Code.

### **4. PRICE AND PAYMENT TERMS**

- 4.1. Unless expressly stated otherwise, both the Regular Ticket Price and the Discounted Ticket Price as well as the price of the Gift Item include the statutory VAT rate and include all sales fees as stated on the Web Portal and at the Ticket Office.
- 4.2. In the case of payment by cash, credit card or Voucher at the Ticket Office, the Ticket Price and the price of the Gift Item is payable at the request of the Seller's employee and the Customer's obligation to pay the Ticket Price or the price of the Gift Item is fulfilled by paying the relevant amount or handing over the Voucher to the Seller's employee at the Ticket Office.
- 4.3. In the case of online payment (through a payment gateway) or payment by Voucher when purchasing via the Web Portal, the Ticket Price is payable by sending the Order via the Web Interface and the Customer's obligation to pay the Ticket Price is fulfilled when the relevant amount is credited to the Seller's account or the relevant amount is deducted from the value of the Voucher. Payment is arranged through the Seller's contractual partner. Sensitive input data that the Customer enters into the Internet banking system are protected by the banks' payment gateways and do not reach third parties. Payment processors only see the transaction information that is communicated to them by the bank that

sent the transaction.

- 4.4. The costs incurred by the Customer when using means of remote communication in connection with the conclusion of the Ticket Purchase and Performance Contract (costs of Internet connection) are borne by the Customer. The costs associated with making the payment of the Ticket Price according to paragraph 4.3 of this article 4. are borne by the Seller.

## **5. PROCEDURE AND CONDITIONS OF PROVIDING PERFORMANCE**

- 5.1. The Seller reserves the right to change the time of the Event or Tour depending on the type of Event or Tour and to change the opening hours of the Ticket Office.
- 5.2. The Ticket entitles you to enter the Event or Tour according to the specifications stated on this Ticket, including the exact date and time of the event. A Ticket that is issued without specifying the exact date and time of the Event or Tour can only be redeemed on the day of purchase.
- 5.3. The Customer is obliged to arrive at the venue of the Event or Tour at least 10 minutes in advance with a printed Ticket or a Ticket in electronic form. Other details regarding the event and changes may be provided on the Web Portal.
- 5.4. If the Customer does not arrive on the agreed date (i.e., at the specific time for which the Ticket is issued) at the venue of the Event or Tour (i.e., at least 10 minutes before the start), they will not be allowed to enter the Event or the Tour, the tour will be considered properly provided and the Seller is entitled to the full price for it. The Customer is not entitled to request a refund of the Ticket Price or the provision of an alternative date for the Event or Tour.
- 5.5. If the Customer does not present a valid Ticket for the given date before the start of the Event or Tour, they will not be allowed to enter, the Ticket for the Event or Tour will be considered to have been properly provided and the Seller is entitled to the full price for it.
- 5.6. Upon delivery or handing over of the Ticket, responsibility for its loss, theft or damage passes to the Customer, while the right to the provision of performance in these cases ceases. Any additional modification of the Ticket renders it invalid. The Ticket is invalidated by the first scan of the barcode shown on the Ticket when entering the Event or Tour.
- 5.7. In the case of a Discounted Ticket Price, before entering the Event or the Tour, the Customer shall present a valid ID card entitling the Customer to the discount to the person checking the Tickets. If the Customer does not present this ID card and does not pay the difference between the Regular Ticket Price and the Discounted Ticket Price, they will not be allowed to enter the Event or Tour, the Event or Tour will be considered to have been properly provided and the Customer is not entitled to request a refund of the Ticket Price or the provision of an alternative date.
- 5.8. By presenting the Ticket when entering the venue of the Event or Tour, the Customer agrees to the rules communicated by an authorized employee of the Brno City Museum before and during the Event or Tour. The Customer is obliged to comply with all the instructions of the Seller's

employee and the operating and visiting regulations of the venue of the Event or Tour, which are available on the Web Portal at: [https://www.spilberk.cz/navstevni-a-provozni-rad-hradu-spilberk\\_/t1321](https://www.spilberk.cz/navstevni-a-provozni-rad-hradu-spilberk_/t1321) for the Špilberk castle, [https://www.tugendhat.eu/wp-content/uploads/2023/09/2023\\_18\\_Navstevni-rad-MuMB\\_VT.pdf](https://www.tugendhat.eu/wp-content/uploads/2023/09/2023_18_Navstevni-rad-MuMB_VT.pdf) for the Tugendhat villa. If the aforementioned operating and visiting regulations of the Event or Tour venue regulate the issue addressed by these Terms and Conditions differently, these deviating provisions take precedence over the provisions of these Terms and Conditions.

## **6. CLAIMS FOR GIFT ITEMS, TICKETS AND PERFORMANCE PROVIDED AND RIGHTS ARISING FROM DEFICIENT PERFORMANCE**

- 6.1. The Seller is responsible to the Customer that the Ticket and the Gift Item are free of legal and/or factual defects upon receipt (i.e., when delivered to the Customer in electronic form or when handed over at the Ticket Office). The Seller further guarantees to the Customer that performance in the form of an Event or Tour will be provided without legal and/or factual defects.
- 6.2. The Customer's rights arising from defective performance from the Ticket Purchase and Performance Contract and from the Purchase Contract for Gift Items not regulated in these Terms and Conditions are governed by the relevant provisions of the Civil Code. Rights arising from defective performance can be exercised with the Seller, namely at the Ticket Office at the Špilberk Castle or at the email address [info@muzeumbrna.cz](mailto:info@muzeumbrna.cz).
- 6.3. If the performance provided has defects, the Customer has the right to request a new performance in the form of an Event or Tour at a different date or a reasonable discount from the Ticket Price, at the Seller's choice.
- 6.4. Complaints, including defect removal, must be handled without undue delay, no later than thirty (30) days from the date of application of the complaint, unless the Seller and the Customer agree on a longer period. The failure to meet this deadline is considered a material breach of the contract.
- 6.5. If the Seller does not remove the defect in time or refuses to remove the defect, the Customer may request a discount from the Ticket Price, or may withdraw from the Ticket Purchase and Performance Contract.
- 6.6. An interruption in the operation of the Web Interface for technical or other reasons is not grounds for a claim.

## **7. SPECIAL PROVISIONS ON THE OBLIGATIONS UNDER THE TICKET PURCHASE AND PERFORMANCE CONTRACT AND THE PURCHASE CONTRACT FOR GIFT ITEMS CONCLUDED BY THE CONSUMER**

- 7.1. The provisions of this Article 7 shall apply to the Ticket Purchase and Performance Contract and to the Purchase Contract for Gift Items that are concluded with the Customer, who is a Consumer, and to the obligations

arising from it.

- 7.2. Seller's communication to the Consumer prior to the conclusion of the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items:
- a. the cost of means of remote communication does not differ from the basic rate of the Customer's Internet connection provider; The Seller does not charge any additional fees;
  - b. in case of withdrawal from the Ticket Purchase and Performance Contract, the Ticket is invalidated, the Customer does not bear the costs associated with the return of the Ticket, as they do not return it,
  - c. The Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items are concluded in the Czech language, unless otherwise agreed in the Ticket Purchase and Performance Contract or the Purchase Contract for Gift Items,
  - d. The Ticket Purchase and Performance Contract in case of purchase via the Website, including the Terms and Conditions, is archived by the Seller in electronic form,
  - e. In relation to the Customer, the Seller is not bound by any codes of conduct within the meaning of Section 1820 paragraph 1 letter n) Civil Code,
- 7.3. If the Customer is a Consumer, the relations, rights and obligations arising from the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items are governed by these Terms and Conditions not expressly regulated by the Civil Code, as amended (in the case of the Purchase Contract for Gift Items and the Ticket Purchase and Performance Contract at the Ticket Office located in the Brno Museum Buildings, in particular the provisions of Sections 1810 to 1819 and Sections 2158 to 2163 of the Civil Code and in the case of a Ticket Purchase and Performance Contract when purchasing via the Website and when purchasing at the Ticket Office located outside the buildings of the Brno City Museum, in particular the provisions of Sections 1810 to 1867 and Sections 2158 to 2163 of the Civil Code) and Act No. 634/1992 Coll. on consumer protection, as amended (hereinafter referred to as the "Consumer Protection Act").
- 7.4. The Consumer does not have the right to withdraw from the Ticket Purchase and Performance Contract within the meaning of Section 1829 of the Civil Code within a period of 14 calendar days from the delivery of the Ticket (according to paragraph 2.8 of article 2.), since this is a contract for the spending of free time, if it is to be contract fulfilled on a certain date or in a certain period in the sense of Section 1837 letter j) of the Civil Code.
- 7.5. The rights of the Customer, who is a Consumer, arising from defective performance of the Ticket Purchase and Performance Contract with regard to defects in the Ticket and of the Purchase Contract for Gift Items (i.e., defects in the Ticket and Gift Items) not regulated in these Terms and Conditions are governed by the relevant provisions of the Civil Code (especially the provisions of Sections 2165 to 2174 of the Civil Code) and also the Consumer Protection Act.



- 7.6. If the Gift Item contains a defect, the Customer, who is a Consumer, has the right to remove the defect at their discretion by delivering a new Gift Item or having it repaired, unless the chosen method of removing the defect is impossible or disproportionately expensive. To remove the defect, the Seller will take over the Gift Item at their own expense and remove the defect within a reasonable time after it has been pointed out.
- 7.7. If the Ticket contains defects, the Customer, who is a Consumer, has the right to remove the defect by having a new Ticket delivered, as removing the defect by repairing the Ticket is disproportionately expensive. The Seller will remove the defect within a reasonable time after it has been pointed out, while not taking over the Ticket to remove the defect, as the Customer does not return it and the Ticket is only invalidated.
- 7.8. If the Seller refused to remove the defect or did not remove it in accordance with paragraph 7.6. and 7.7. of this Article 7, if the defect manifests itself repeatedly, if the defect is a substantial breach of the Ticket Purchase and Performance Contract or the Purchase Contract for Gift Items, or if it is clear from the Seller's statement or from the circumstances that the defect will not be removed in a reasonable time or without significant difficulties for the Customer, the Customer has the right to a reasonable discount on the price of the Tickets or the price of the Gift Item or to withdraw from the Ticket Purchase and Performance Contract or the Purchase Contract for Gift Items.
- 7.9. The entity competent for the out-of-court dispute resolution of the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items between the Seller and the Customer, if the Customer is a Consumer, is, according to Section 20e (d) of the Consumer Protection Act, the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID 00020869, Internet address: <http://www.coi.cz/> or another entity authorized by the Ministry of Industry and Trade.

## **8. RIGHTS AND OBLIGATIONS WHEN USING THE WEBSITE AND STORING COOKIES**

- 8.1. The Seller warns the Customers that when purchasing through the Website, when visiting it and when visiting the Web Portal, it is necessary to adhere to the following rules, which define and specify the conditions of use of all functional components of the Web Interface and the Web Portal.
- 8.2. The Customer acknowledges that the software and other components making up the Web interface and the Web Portal are protected by copyright. The Customer undertakes not to perform any activity that could allow them or third parties to interfere with or use the software or other components making up the Web Interface and the Web Portal.
- 8.3. When using the Web Interface and the Web Portal, the Customer is not entitled to use mechanisms, software or other procedures that could have a negative effect on the operation of the Web Interface or the Web Portal. The Web Interface and the Web Portal can only be used to the extent that it is not at the expense of the rights of other customers of the Seller and that is in accordance with its purpose.

- 8.4. The Customer acknowledges that the Seller is not responsible for errors arising as a result of interventions by third parties in the Website or the Web Portal or as a result of the use of the Website or the Web Portal contrary to their purpose.
- 8.5. The Website and the Web Portal store text files, generally called cookies, on the Customer's device at the moment the Customer starts using them. Both the Website and the Web Portal remember for a certain period of time the actions that the Customer has performed on them and preferences, so that the Customer does not have to enter these data again and jump from one page to another. Cookies are used to ensure the functionality or improve the use of the Website and the Web Portal and are also used in the field of advertising and marketing.
- 8.6. By using the Website and the Web Portal, the Customer agrees to the storage and use of cookies. The Customer can limit or block the storage and use of cookies.

## **9. PROTECTION OF PERSONAL DATA, SENDING COMMERCIAL MESSAGES**

- 9.1. The Seller processes and protects personal data in the manner specified here in Article 9.
- 9.2. All personal data communicated to the Seller will be handled in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of the Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on the processing of personal data, as amended.
- 9.3. The processors of personal data in relation to the Seller as controllers are the following institutions:
  - a) provider of software solutions for website management - Technické sítě Brno, a.s.,
  - b) company providing payment services - Dopravní podnik města Brna, a.s.,
  - c) the company providing the sales module - Technické sítě Brno, a.s.,
  - d) provider of a common administrative module - Technické sítě Brno, a.s.,
  - e) company providing marketing services – Brno City Museum, p.o.
- 9.4. The Seller processes the following data:
  - a) cookies,
  - b) e-mail address of the Customer in case of purchase via the Website without login,
  - c) first name, last name, e-mail address in case of purchase through the Website with login,

- 9.5. The legal reason for the processing of personal data by the Seller is:
- a) the performance of the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items pursuant to Article 6(1)(b) GDPR and the related legitimate interest of the Seller pursuant to Article 6(1)(f) GDPR and the performance of the Seller's legal obligations as a controller pursuant to Article 6(1)(c) GDPR,
  - b) the Customer's consent to the processing of personal data in the sense of paragraph 9.4. letter a-c of this article for the purpose of providing direct marketing according to Article 6 paragraph 1 letter a) GDPR, for sending business communications and newsletters.
- 9.6. The purpose of personal data processing is
- a) when processing personal data according to paragraph 9.5. letter a) of this article, processing of the Order and the exercise of other rights and obligations associated with the concluded Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items (especially in connection with rights from defective performance), as well as the exercise of rights and obligations arising from the contractual relationship between the Customer and the Seller, as controller; when placing an Order, personal data are required that are necessary for the successful completion of the Order (e-mail address in case of purchase via the Website without login and first name, last name, email address in the case of purchase via the Website with login), the provision of which is a requirement for concluding the Ticket Purchase and Performance Contract and Purchase Contract for Gift Items,
  - b) when processing personal data according to paragraph 9.5. letter b) of this article, sending commercial messages and performing other marketing activities.
- 9.7. The Seller declares that they will collect personal data to the extent necessary to fulfil the purposes set out herein in paragraph 9.6 of this article and will process it only in accordance with the purpose for which it was collected.
- 9.8. By purchasing a Ticket or Gift Item, the Customer confirms that they have familiarized themselves with the content of the Terms and Conditions regarding the processing of personal data and commercial communications and give the Seller consent to the processing of personal data for business and marketing purposes, in particular to offering business and services, informing about offers, events and activities of the Seller, sending commercial communications via electronic means in the sense of Act No. 480/2004 Coll., on certain information society services and on the amendment to some acts, as amended (hereafter referred to as the "IS Services Act"), which will include commercial communications regarding products, services, products.
- 9.9. The personal data of Customers are stored by the Seller for the duration of the reasons for the processing of personal data mentioned above in paragraph 9.5. of this article, i.e., for the duration of the contractual relationship between the Seller and the Customer, the legitimate interest of the Seller, the legal obligations of the Seller as the controller or for the

duration of the Customer's consent to the processing of personal data.

9.10. The Customer has the right

- a) to ask the Seller for access to personal data that the Seller processes about the Customer, in accordance with Article 15 of the GDPR, while access to information is limited by maintaining the Seller's trade secret and protecting the privacy of other persons,
- b) to correct incorrect or incomplete personal data according to Article 16 GDPR,
- c) to limit the processing or deletion of personal data according to Articles 18 and 17 of the GDPR, in the event that they consider that their data are not necessary for the given purpose,
- d) to object to the processing of personal data according to Article 21 of the GDPR in the event that they consider that the processing of their personal data is in conflict with the protection of their private life or in conflict with the relevant legal regulations,
- e) to revoke the consent to the processing of personal data granted according to paragraph 9.8. of this article, while as a result of this revocation there may be a limitation of the services offered by the Seller, such as sending discount offers via the newsletter.

9.11. The Customer may exercise all the rights referred to in paragraph 9.10 of this Article by e-mail to [rezervace@muzeumbrna.cz](mailto:rezervace@muzeumbrna.cz) or by post to the address Špilberk 210/1, 662 24 Brno. The Customer can also withdraw their consent to the processing of personal data according to paragraph 10.10. letter e) of this article by clicking on the appropriate field of the an email received from the Seller, which revokes the Customer's consent to the use of the e-mail address.

9.12. In case of discrepancies, the Customer has the right to file a complaint about the processing of their personal data with the supervisory authority: Office for the Protection of Personal Data, Pplk. Sochora 27, 170 00 Prague 7.

## 10. DELIVERY

10.1. Unless otherwise stipulated in these Terms and Conditions or unless otherwise agreed, all correspondence related to the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items must be delivered to the other contracting party in writing, by electronic mail, in person or by registered mail operator of postal services (according to the sender's choice). The delivery address of the Customer is the Customer's electronic address specified in their Order. The delivery address of the Seller is the address of the headquarters or the e-mail address [info@muzeumbrna.cz](mailto:info@muzeumbrna.cz).

## 11. FINAL PROVISIONS

11.1. These Terms and Conditions are valid and effective at the time of their publication. A new version of the Terms and Conditions may be published

on the Website. On the day of publication of these new Terms and Conditions, unless otherwise specified, the previous terms and conditions shall cease to be valid and effective. For the concluded Ticket Purchase and Performance Contract and Purchase Contract for Gift Items, the version of the Terms and Conditions that was valid and effective at the time the Order was placed shall apply.

- 11.2. Relationships related to the use of the Website, the legal relationship based on or related to the Ticket Purchase and Performance Contract and the Purchase Contract for Gift Items shall be governed by the laws of the Czech Republic, even if it contains an international (foreign) element.
- 11.3. Both the Customer and the Seller expressly agree to communication in the Czech or Slovak language.

These terms and conditions take effect on February 9, 2024

Mgr. Zbyněk Šolc  
Director of Brno City Museum