

## General terms and conditions of the NHI for the sale of e-tickets

### I.

#### General provisions

1. The National Heritage Institute is a state-funded organization established by the Ministry of Culture, with its headquarters in Valdštejnské náměstí 162/3, Prague 1, Czech Republic, company registration number: 75032333 (hereinafter referred to as the "**NHI**").
2. These General Terms and Conditions (hereinafter referred to as the "**GTC**") regulate the mutual rights and obligations of the contracting parties arising from the legal relationship between the NHI and the customer based on the purchase of an e-ticket to visit a Heritage site managed by the NHI (hereinafter referred to as the "**Heritage site**") offered via the NHI web portal; the GTC are an integral part of the agreement concluded through the purchase of this service (e-ticket) between NHI and the customer (hereinafter referred to as the "**Agreement**").
3. The customer is the natural or legal person purchasing the e-ticket (hereinafter referred to as the "**Customer**").
4. The NHI is the sole operator of the web portal for the sale of e-tickets hosted on the internet portal of another supplier at [weblist-npu.colosseum.eu/tours](http://weblist-npu.colosseum.eu/tours). In relation to the Customer, the NHI is the seller of the e-tickets. All obligations of the seller arising from the Agreement shall be fulfilled by the NHI.
5. By default, the NHI web portal is provided in the Czech language; the Customer can choose to communicate in the English language by selecting this option using the flag icon.
6. On the internet portal, the order of the Heritage sites for which an e-ticket can be purchased is based on the alphabetical order of the Heritage sites, list of which can be found at [www.npu.cz/seznam-pamatek](http://www.npu.cz/seznam-pamatek).
7. The provisions of the Agreement take precedence over the GTC.
8. Contact and identifying information of the NHI:
  - Name: National Monument Institute, state subsidy organization
  - Headquarters and delivery address: Valdštejnské nám. 162/3, 11801 Prague 1, Czech Republic
  - Company registration number: 75032333
  - Email: [prodej@npu.cz](mailto:prodej@npu.cz)
  - Phone: +420 777 358 535 (Mon-Fri: 9 am–4 pm)
  - Data mailbox: 2cy8h6t
9. Information on the processing of the Customer's personal data is contained in the Personal Data Processing Policy at [www.npu.cz/ochrana-osobnich-udaju](http://www.npu.cz/ochrana-osobnich-udaju).

### II.

#### Agreement between the Customer and the NHI

1. The Agreement between the Customer and the NHI is established by the purchase of an e-ticket, which serves as a confirmation of the contractual relationship for the Customer, and it is concluded by the Customer clicking the "*Pay Now*" button. The Agreement is not drawn up in paper form; the Customer shall receive a confirmation of the e-ticket purchase by email (hereinafter referred to as the

"**Confirmation email**"). The e-ticket is sent to the Customer as an attachment to the Confirmation email. The Agreement, which is the e-ticket and the Confirmation email, is written in Czech or English, depending on the selected language of the web portal.

2. Communication between the NHI and the Customer is carried out using means of distance communication, namely the web portal for the sale of e-tickets and others, especially email. The Customer agrees to use means of distance communication when concluding the Agreement. The cost of the means of distance communication incurred by the Customer during the conclusion of the Agreement shall be borne by the Customer alone.

3. The conclusion of the Agreement entitles the Customer to the performance that is the subject of the Agreement; however, the Customer is always obliged to comply with the Rules of operation and the Visiting rules of the Heritage site they are visiting.

4. When purchasing an e-ticket, the Customer is obliged to enter all required information correctly and truthfully. The data provided by them are considered correct by the NHI.

5. The NHI is not bound by any codes of conduct in relation to the Customer in the sense of the provisions of the Czech Civil Code, § 1820 paragraph 1 letter n) Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**").

6. Upon concluding the Agreement, the Customer is obligated to pay the total price of the e-ticket; this does not affect the provisions of Article VII. of the GTC.

### III.

#### **E-ticket**

1. The purchase of an e-ticket on the NHI web portal is possible without registration or with registration.

##### **Purchase without registration**

In the case of a purchase without registration, the information about the order and the e-ticket is automatically stored on the NHI e-tickets web portal for a period of 2 days (so-called automatic registration); after 2 days, the information about the order and ticket purchase shall be deleted. Notification of automatic registration will be sent to the Customer via email immediately after ordering the e-ticket.

##### **Purchase with registration**

The Customer can register on the NHI e-tickets web portal (so-called permanent registration). In the case of purchase of an e-ticket by a registered Customer, the information about all purchases of e-tickets by the Customer is permanently stored. The registration is always valid only for the specific Heritage site and does not allow the Customer to obtain a summary overview of the purchased e-tickets for all Heritage sites.

2. The e-ticket is transferable, the Customer is entitled to sell it. The NHI does not guarantee the validity and authenticity of e-tickets purchased outside the NHI web portal. Furthermore, the NHI is not responsible for e-tickets offered by the Customer for sale, e.g. on social networks, where they may be misused.

3. The e-ticket entitles its holder to a one-time entry to the Heritage site chosen by the Customer, at the date and time indicated on the e-ticket. The visitor who presents the e-ticket first is considered

the holder of the e-ticket for the purpose of an entry check. The QR code included on the e-ticket is the key identifier.

4. The Customer does not need to print the e-ticket sent in the Confirmation email; it is sufficient to present it in electronic form during the entry check.

5. The e-ticket contains information about the place and time of the visit to the Heritage site, the number of persons authorized to enter, the total price for all persons authorized to enter and a QR code enabling the validation check of the e-ticket.

6. The only payment method possible for the purchase of an e-ticket is by card. The price of the e-ticket cannot be paid in any other way.

#### IV.

##### Procedure for purchasing an e-ticket

1. The customer undertakes to use the NHI web portal for the purchase of e-tickets in accordance with its purpose and to the extent that does not impair the rights of other NHI Customers.

2. The Customer purchases an e-ticket as follows:

##### a) Selecting the Heritage site

The customer selects the Heritage site in one of the following ways:

- on the website of the specific Heritage site by selecting "*Online tickets*" from the menu, or
- on the NHI web portal at [www.npu.cz](http://www.npu.cz), by selecting the specific Heritage site via the link "*Online tickets*" and then on the website of this Heritage site either through the option "*Online tickets*", or for a specific tour route by clicking the "*Buy ticket*" button

##### b) Choice of the e-ticket parameters

The customer then selects specific parameters of the e-ticket from the offer in successive logical steps, marking the options in individual boxes:

##### Choice of date, time and tour route

By clicking the "*Tickets*" button, the customer selects the purchase of an e-ticket for a specific date, time and tour route of the Heritage site.

##### Choice of visitor category and number of people

By using the + and – buttons, the Customer selects a specific category of visitor and the number of e-tickets they wish to purchase. The total price for the number of e-tickets selected by the Customer is displayed below the boxes.

The Customer confirms the choice of the e-ticket parameters by clicking the "*Add to basket*" button.

##### c) Recapitulation of the basket and order

In the next step, the customer is automatically shown the contents of their basket, indicating the selected price category of the visitor and the total price of the entrance fee. The number of visitors can be reduced by deleting any row with the "X" button. To add additional visitors, it is possible to return to the previous page with the "*Back*" button.

The “*Add more items*” button will return the Customer to the home page with the selection of tours. The customer can buy tickets for several tours at the same time.

The customer cannot choose the method of delivery or the method of payment – purchasing an e-ticket via the NHI web portal only allows the purchase of e-tickets (electronic tickets) by card as the only payment method possible.

In the lower part, the Customer fills in the basic contact information for purchasing an e-ticket, depending on the method of purchase:

- **Quick sale** (i.e. automatic registration) is used for purchases without registration. The customer fills in his first name, last name, email address and phone number. The NHI processes and stores this data in accordance with the principles of personal data protection. The email provided by the customer serves as the email address for sending the e-ticket. The data is stored in the checkout system only for the purpose of solving possible complaints or handling the Customer's requests, or for informing the Customer about current changes regarding the Agreement or selected tours. An email is sent to the Customer's email address with information about automatic (i.e. temporary) registration.
- Sale through login in the **My Account** section. Here, the customer has the option to log into their previously created account or create a new account. The registration rules are set out in Article IX. of these GTC. The email address used in the account set up serves as the email address for sending the e-ticket.

The customer can make changes to their order during the entire purchase process, until the binding purchase of the e-ticket is made by clicking the “*Pay now*” button.

#### **d) Order completion – binding purchase of the e-ticket**

By checking the indicated box, the customer expresses agreement with the GTC; the order cannot be completed without checking this box and thus expressing agreement with the GTC. The customer can check the total amount to be paid and then, by clicking the “*Pay now*” button, place a binding order of the ticket in accordance with the parameters of the order.

#### **e) Payment**

After clicking the “*Pay now*” button, the Customer will be redirected to a secure payment gateway; the only payment method possible is an online payment by card.

#### **f) Sending the e-ticket**

After successfully paying the total price of the e-ticket, the Customer will be redirected back to the NHI web portal. The e-ticket, together with the text of the GTC, shall be delivered to the email address for sending the e-ticket specified by the Customer in the order.

## **V.**

### **Price and payment terms**

1. The total price of the e-ticket is the price stated in the Customer's order after its completion (before confirmation with the “*Pay now*” button) and is the final price for the Customer; the NHI is exempt from paying VAT.

2. No additional costs shall be added to the price of the e-ticket; the online payment by card is provided free of charge. There is no charge for the e-ticket delivery via email.
3. The Customer is obliged to make the payment of the total price after concluding the Agreement, before the e-ticket is delivered. The payment of the total price can only be made online by card via a payment gateway and is governed by the terms of this payment gateway. The purchase of the e-ticket is completed at the moment of payment by card.
4. The e-ticket serves as a simplified tax invoice.

## **VI.**

### **Delivery of the e-ticket**

1. The e-ticket shall be delivered to the Customer immediately after the binding confirmation of the order (by clicking the "Pay now" button) and payment of the total price of the e-ticket.
2. The e-ticket shall be delivered exclusively by email to the Customer's email address specified in the Agreement. The NHI is not responsible for the validity or availability of the email address provided by the Customer.
3. Immediately after purchasing an e-ticket, the Customer shall check their email inbox to make sure they have received the Confirmation email, where they will find the purchased e-ticket in the email attachment and can also download it via the internet link provided in the Confirmation email. If the Customer does not receive the Confirmation email immediately after paying the price of the e-ticket, they shall notify the NHI of this fact in writing at the email address [prodej@npu.cz](mailto:prodej@npu.cz) within 24 hours, but always before the date of the tour specified in the Agreement.
4. After the delivery of the e-ticket, the Customer is obliged to check it and, in the event of any defects, notify the NHI of this fact immediately. The Customer is entitled to choose the method of permanent storage of the e-ticket for the purpose of an entry check at the Heritage site; they shall do so without undue delay after receiving the Confirmation email. After the date of the selected tour, the download link sent in the Confirmation email, as well as the e-ticket sent in its attachment, will no longer be functional.
5. A customer who is a registered user can find their e-tickets after logging into their account on the NHI website for the specific Heritage site and can print or download these e-tickets. Even these e-tickets are only valid until the date of the selected tour.

## **VII.**

### **Withdrawal from the Agreement, defect complaints**

1. In accordance with § 1837 letter j) of the Czech Civil Code, already purchased e-tickets cannot be exchanged or returned, unless expressly stated otherwise.
2. In the event of a defect in the received e-ticket, the Customer is entitled to file a complaint about it at the NHI, but no later than the date of the tour for which the e-ticket was purchased. In the event of a defect in the e-ticket detected during an entry check at the Heritage site, the Customer is entitled to file a complaint about the e-ticket on the spot; the complaint shall be confirmed in writing by the Heritage site staff.

3. A complaint about e-ticket defects shall be made by the Customer by sending an email to the email address [prodej@npu.cz](mailto:prodej@npu.cz), indicating the specific defect of the e-ticket purchased by the Customer, the required method of handling the complaint, and identification data – the Customer's email address specified in the Agreement, identification of the Heritage site for which the e-ticket was purchased and the date and time of the ordered tour. The Customer shall be informed about the processing of the complaint by email within 30 days from the date of exercising the right arising from liability for defects (the complaint). In the case of settlement of the complaint in the form of a refund of the entrance fee, the price of the e-ticket shall be returned to the Customer within 10 working days from the settlement of the complaint; it shall be returned to the payment card by which the price of the e-ticket was paid.

4. In case of damage, destruction, loss or theft of the e-ticket, the e-ticket shall not be replaced with a new one and the Customer shall not be reimbursed. Any additional interference with the e-ticket makes it invalid.

## VIII.

### **Customer registration and personal data protection**

1. The Customer registration is not mandatory for the purchase of an e-ticket. The Customer can choose to purchase an e-ticket without registration; for this so-called quick sale, it is sufficient to provide the following personal data: first name, last name, phone number and email address, for each individual purchase.

2. The Customer can register in advance and create a customer account. To successfully create an account, it is necessary to fill in the following mandatory information: first name, last name, email address, phone number and password. The password must contain at least 6 characters.

3. To log into the account, the Customer uses their email address and password. On this account, the Customer will then find links to the purchased e-tickets, but only to the Heritage sites for which they registered.

4. During the registration or during purchase without registration, the Customer provides personal data to the NHI. The Customer is obliged to enter all the required data correctly and truthfully, and they are considered as such by the NHI – whether these are the current data on the customer account, or the data specified in the order when purchasing an e-ticket.

5. More detailed information on the protection of personal data can be found on the NHI website in the section Protection of personal data: [www.npu.cz/ochrana-osobnich-udaju](http://www.npu.cz/ochrana-osobnich-udaju).

## IX.

### **General and final provisions**

1. The Customer agrees that the wording of the GTC can be unilaterally changed or supplemented by the NHI. The current version of the GTC is published by the NHI on the NHI website in the General Terms and Conditions section - [www.npu.cz/cs/o-nas/institute/vseobecne-obchodni-podminky](http://www.npu.cz/cs/o-nas/institute/vseobecne-obchodni-podminky). The new GTC are binding and effective from the date of their publication, unless a later date is specified in the GTC. This provision does not affect the rights and obligations arisen during the period of validity of the previous version of the GTC.

2. These GTC are drawn up in Czech and English; they are displayed to the Customer in the language based on the selected language mutation of the website.

3. If any provision of the GTC 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.

4. If the Customer using the NHI web portal for the purchase of e-tickets or entering the legal relationship established by the Agreement is a foreigner, the relationship between the Customer and the NHI is governed by Czech law.

5. In the event of a consumer dispute arising between the NHI and the Customer (who is the consumer) in connection with the purchase of an e-ticket which cannot be resolved by mutual agreement, the Customer may submit a proposal for an out-of-court settlement of such a dispute to the designated entity for the out-of-court resolution of consumer disputes, which is the Czech Trade Inspection, the central inspectorate – ADR department, Štěpánská 15, 120 00 Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz), web: [www.adr.coi.cz](http://www.adr.coi.cz). The Customer can also use the online dispute resolution platform established by the European Commission at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

6. These GTC enter into force on 27 April 2023.