



CAVES ADMINISTRATION OF THE CZECH REPUBLIC

state-funded organisation

Květnové náměstí 3, CZ-252 43 Průhonice

General Terms and Conditions – Online Sale of eTickets via the Internet Portal

I. General Provisions

1. The Caves Administration of the Czech Republic (hereinafter only as the “CA CR”) is a state-funded organisation established by the Ministry of the Environment of the Czech Republic. ID No.: 75073331 VAT No.: CZ-75073331. Registered office: Květnové náměstí 3, 252 43 Průhonice.
2. These General Terms and Conditions govern the mutual rights and obligations of the parties arising from legal relations in relation to the purchase of tickets for guided cave tours or cultural or social events organised by the CA CR (hereinafter only as the “Events”), made by legal entities or natural persons (hereinafter only as the “Customer”) through the web portal for the purchase of timed tickets (hereinafter only as the “eTicket”). By purchasing an eTicket, the Customer hereby agrees to these General Terms and Conditions and undertakes to comply with them.
3. These General Terms and Conditions form an integral part of the contract concluded by the purchase of an eTicket between the Customer and the CA CR, provided that the CA CR acts as the organiser of the Event. The General Terms and Conditions, as well as the contract, have been drawn up in Czech.
4. The current admission prices may be found in the valid price list on the CA CR website at www.caves.cz. The final price of each eTicket is indicated before it is placed in the shopping cart during the purchase process.
5. eTickets may not include all categories of discounts specified in the valid price list.

II. Rights and Obligations of the Parties

1. When ordering an eTicket, the Customer shall provide correct and truthful information. The information submitted when ordering an eTicket shall be deemed correct by the CA CR.
2. The Customer shall always comply with the rules set by the Event organiser in association with the entry to the Event. In addition, they shall comply with the operating and visiting regulations of the cave, i.e. the venue of the Event.
3. The CA CR reserves the right to change the programme, date and venue of the Event. By purchasing an eTicket, the Customer acknowledges this right of the CA CR.
4. eTicket serves as a fee stamp. Forgery, copying or any other alteration constitutes a criminal offence and renders the eTicket invalid.
5. An eTicket guarantees entry based on a unique identification element. The eTicket holder is responsible for any manipulation of the eTicket. Only the holder of the first ticket presented may be admitted. Any further copies are invalid. The Customer shall therefore keep the purchased eTickets safely and not display or show them anywhere (until the check-in at the entrance or ticket office). By disclosing them, the Customer undertakes the risk of misuse of the barcode and ticket number and may be denied access to the Event for this reason. In particular, this includes posting photos of eTickets on social media or forwarding an email containing a link to download the eTicket.
6. The CA CR shall bear no liability for the validity and authenticity of eTickets purchased outside the web portal operated by the CA CR and linked from the www.caves.cz website. The CA CR hereby strongly recommends against purchasing eTickets from other than official sources.
7. When using the eTicket web portal of the CA CR, the Customer may not use software or any other procedures which may have an adverse impact on their operation or functioning. The website may only be used to the extent which is not detrimental to the rights of other CA CR Customers and which is consistent with its purpose.
8. The Customer hereby acknowledges that the CA CR is not responsible for errors resulting from third party interventions on the website or from the use of the website in contravention of its intended use.

III. Purchase of eTickets

1. If you have not yet registered in the Colosseum.eu e-shop systems, you have the option of making the purchase without registration (it is necessary to complete the required data, including the e-mail address to which the eTicket will be delivered).

In the event of completing the registration and logging in to your client account, the eTicket will be sent to the e-mail address used to log in to the client account. After logging in, the Customer will be asked to confirm the e-mail address.

2. After selecting the Event and clicking the Pay button, the Customer will be redirected to a secure payment gateway. The payment by credit card serves as the only payment method.
3. The CA CR is not responsible for the validity or availability of the specified e-mail address. The eTicket may not be delivered using any other method.
4. The Customer hereby agrees to the use of remote means of communication when concluding the contract. Any costs incurred by the Customer when using remote means of communication in association with the conclusion of the contract (for the Internet connection, telephone operation or printing of the eTicket) shall be borne by the Customer.

IV. Refund of Entrance Fee and Complaints

1. The Customer hereby acknowledges that, owing to the provisions of Section 1837 (j) of the Civil Code, the purchase of the eTicket cannot be withdrawn using the procedure in accordance with Section 1829 of the Civil Code (withdrawal within 14 days without providing a reason), as it is a contract for the use of leisure time and the performance (participation in the Event to which the eTicket entitles) is provided at a specified date and time.
2. The eTicket is valid for the specified tour time. Late arrival invalidates the ticket without any refund.
3. The eTicket cannot be redeemed or exchanged. In the event of failure to present a valid eTicket in the printed or electronic form (e.g. due to damage, destruction, loss, or theft of the eTicket), the Customer will not be admitted to the Event (tour), nor will they be compensated for the eTicket.
In the case of damage, destruction, loss, or theft of the eTicket, the eTicket will not be replaced with a new one and the Customer will not be compensated.
4. The eTicket shall lose its validity upon any additional intervention on the eTicket.
5. It is necessary to arrive sufficiently in advance before the specified time of the tour (in the case of the Punkva Caves, it takes about 40 minutes of transport from the car park to the entrance to the caves. In the case of the Javoříčko Caves, approx. 20 minutes). The CA CR shall bear no liability for any issues or problems on the Customer's side during the transfer to the venue of the Event and they cannot result in a claim for a refund of the entrance fee.
6. If the Customer has provided the CA CR with their e-mail address when purchasing the eTicket, they will be notified at this address that the Event has been cancelled. The CA CR shall bear no liability if the Customer cannot be reached sufficiently in advance through the contact details or if the Customer receives a timely notice of cancellation of the Event with a delay.
7. The reimbursement of any other costs (e.g. accommodation, transport, or postage) will not be provided.
8. If the CA CR cancels the Event completely (e.g. due to the closure of the caves on a specified date for operational and technical reasons), and the Customer has already properly paid for the ticket for the Event, the Customer will be refunded the entrance fee via the payment card used to pay for the eTicket within 21 days.
9. Information about the cancellation of the Event will be announced on the official website at www.caves.cz.
10. In the event of cancellation of a part of the CA CR Event (e.g. only a shortened tour is offered due to circumstances), the price difference may be refunded within 21 days by means of the payment card used to pay for the eTicket.

V. Privacy and Data Protection

1. The provision and processing of the Customer's personal data in the scope of the name, surname, e-mail, and telephone number is required for the performance of the contract concluded between the Customer and the CA CR.
2. Information on the handling and protection of the buyer's personal data and the privacy policy is provided on the website at www.caves.cz.

VI. Common and Final Provisions

1. In the case of claiming a discount, the relevant ID (ISIC cards for students, ID cards for senior citizens, etc.) must be presented at the entrance control without being asked.
2. The eTicket holder (as well as the holder of a regular ticket) shall comply with the visiting and operating rules of the caves and to follow the instructions of the guides and employees of the Cave Administration of the Czech Republic.
3. Dogs and any other animals are not allowed on cave tours.
4. If the relationship related to the use of the website or the legal relationship based on the contract contains an international (foreign) element, then the parties have agreed that the relationship shall be governed by Czech law. The consumer's rights under the generally binding legal regulations shall remain unaffected.
5. In the event that a consumer dispute arises between the CA CR and the Customer-consumer in association with the purchase of an eTicket for the Event or the course of the Event, which cannot be resolved by mutual agreement, the Customer may seek an out-of-court settlement of any such dispute before the designated entity for out-of-court

settlement of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate, ADR Department.

6. The Customer hereby agrees that the CA CR may amend or supplement the wording of the General Terms and Conditions. The current wording of the CA CR General Terms and Conditions is published on the website at www.caves.cz.

7. Any changes and amendment shall be binding and effective from the date of publication, unless a later date is specified in the General Terms and Conditions. The rights and obligations arising during the period of validity of the previous wording of the General Terms and Conditions shall remain unaffected.

8. Information on eTickets – info@colosseumticket.cz.