

# TERMS AND CONDITIONS

Terms and Conditions for the internet-based sale of the tickets sale for the Marketing Festival 2024 event as well as event workshops, online stream of the event and video recordings from previous years by the company Marketing Festival s.r.o. [Privacy Policy](#) forms and integral part to these Terms and Conditions.

## I. INTRODUCTORY PROVISIONS

1. The company Marketing Festival s.r.o., based in Renneská třída 393/12, Brno-639 00 Brno, IN 016 46 486, VAT ID CZ01646486, registered in the Commercial Register, kept by the Regional Court in Brno, Section C, File 78922, represented by Jindřich Fáborský, hereinafter referred to as "**Company**", issues these Terms and Conditions. Terms and conditions regulate the sale of tickets to the educational event Marketing Festival, held on 20th – 22nd February 2024 as well as tickets to event workshops, access to the online stream of the event and a sale of video recordings of the audio-visual recordings from the previous years of the Marketing Festival incl. the Marketing Festival online recordings.

## II. THE TICKET SALE

1. **Through its website, the company calls for proposals for a contract of purchase of the tickets to the above specified educational event.** Article § 1732 of the law no. 89/2012 Coll., Civil Code (hereinafter "OZ") shall not apply.
2. The person interested in buying the tickets (the "**Applicant**") must fill all the information that is necessary for booking the tickets.
3. The Applicant submits an order through the Company's web interface, available at the website [www.marketingfestival.cz](http://www.marketingfestival.cz), as an offer for a contract of purchase of the tickets for the above specified educational event (hereinafter the "**ticket order**"). The tickets are booked by acceptance of the ticket order by the Company.
4. By ordering the tickets the Applicant accepts these Terms and Conditions and [Privacy Policy](#). These terms are part of the contract content according to § 1751 sec. 1 OZ. In individual cases we can agree on conditions different from those, e.g. through e-mail communication. Then, individually changed conditions are applicable instead of the relevant parts of those terms and conditions.

5. The purchase agreement for the ticket sale is concluded by the acceptance of ticket order by the Company, namely by sending an e-mail with the Company's confirmation to an e-mail address provided by the Applicant in the ticket order.
6. Regarding to the character of the educational event and the price of the ticket, the Applicant is considered as a professional and is not considered as a consumer according to § 419 OZ. Therefore, the consumer protection provisions, especially § 1810 OZ and following, shall not apply.
7. The price of purchase shall be paid online (by credit/debit card) or by wire transfer (on the base of invoice). Payment is due within 10 days from the date of invoice. The confirmation of the ticket order is sent to the Applicant via e-mail as soon as the Company receives the price on its bank account and the ticket is downloadable directly in the user account of the Applicant.
8. The ticket is linked to a specific participant (usually Applicant) - concrete physical person mentioned in the ticket order. The participant may be changed - application about change of the participant must be sent to the Company **until 15<sup>th</sup> February 2024**.
9. Included in the ticket is the time limited right to access the internal database of event's video-records, which means from Marketing Festival 2024. Such internal database shall be available to the Applicant until the Company stops organizing further Marketing Festival events. The Applicant as well as specific participants of the event acknowledge that some speakers may not agree to the disclosure of the content of their lectures through the audio-visual recordings of the above-specified event, and as a result, the lectures of these speakers will not be part of the disclosed video recordings. The foregoing does not entitle the Applicant to rescind the purchase agreement, terminate the purchase agreement, or seek any refund or discount on the ticket price. As of the effective date of these terms and conditions, the Company understands that Jenny Romaniuk's lecture will not be part of the disclosed video recordings.
10. There is also included the right to purchase a ticket to one of the workshops that are held during the aforementioned Marketing Festival 2024 event. Details and ticket price of the workshops shall be published on [www.marketingfestival.cz](http://www.marketingfestival.cz) and in its newsletters. The amount of tickets to each of the workshops is limited. After the capacity of each workshop is exhausted, the right to purchase a ticket to this workshop is forfeited without any compensation. For the purchase of tickets for workshops, the provisions of this Article shall apply by analogy.
11. Depending on regulations surrounding the epidemic situation, physical attendance may only be possible on the condition of presenting a valid negative test result for Covid-19, vaccination pass etc.
12. The Company also reserves the right to change speakers, even after the purchase of a ticket as defined herein, for any reason or no reason.

13. In the event that a situation similar to the global COVID-19 epidemic and/or other event occurs that would make it physically impossible or significantly more difficult to conduct the above educational event on site, the Company will make every effort to ensure that the educational event is at least provided via online broadcast. Unless otherwise agreed between the parties, neither the Applicant nor the participants of the educational event shall be entitled to rescind and/or otherwise terminate the purchase agreement purely on the grounds of a change in the nature of the educational event or the transfer of the educational event to an online environment.

### III. THE TICKET PRICE

1. The ticket price (of one ticket) is uniform regardless of the moment of purchase and is listed on the website [www.marketingfestival.cz](http://www.marketingfestival.cz). The ticket price on the website does not include VAT which will be added in a statutory rate. Tax rate on the object of sale is 21 % in the Czech Republic. If the Applicant is a foreign subject, tax rates and other conditions follow the Directive 2006/112/EC.
2. In case of the Applicant's inability to attend the event, the Applicant is entitled to a **refund in the amount of 80 % of the price** paid only when informing the Company of such situation **not later than on the 31st December 2023**. After this date, the price paid for the ticket is not refundable and only change of the participant can be done under the provisions of Article II, paragraph 7 of these Terms and Conditions.

### IV. THE VIDEO-RECORDING SALE

1. **Through its website, the Company also calls for proposals for a contract of making available video-recordings from the previous years of Marketing Festival.**
2. The person interested in video-recordings concludes a contract with Company by sending filled in order form through the Company's web interface, available at the website [www.marketingfestival.cz](http://www.marketingfestival.cz).
3. By sending the order, the buyer accepts these Terms and Conditions and [Privacy Policy](#). These terms are part of the contract content according to § 1751 sec. 1 OZ. In individual cases we can agree on conditions different from those, e.g. through e-mail communication. Then, individually changed conditions are applicable instead of the relevant parts of those terms and conditions.
4. Regarding to the character of the educational event and the price of the video-recordings, the buyer is considered as a professional and is not considered as a consumer according to § 419 OZ. Therefore, the consumer protection provisions, especially § 1810 OZ and following, shall not apply.

5. The price for making the video-recording available is announced on the Company's website and in the order. The price is in CZK and EUR and is mentioned in both – excl. VAT and incl. VAT.
6. The price shall be paid online (by credit/debit card) or by wire transfer (on the base of advance invoice). Payment is due within 10 days from the date of invoice.
7. The video-recordings are made available as soon as the price is paid by debit/credit card or money is received by the Company if paid by wire transfer. The video-recordings shall be available only to the buyer who is not allowed to transmit the recordings, make them public or available to the third parties.

## V. ONLINE STREAM

1. In the event that all tickets for the Marketing Festival 2024 event are sold out, as well as in other cases at the sole discretion of the Company, the Company may offer alternative tickets including exclusive access to the live online broadcast of the above event in addition to the physical tickets as defined in Articles II and III of these Terms and Conditions. The specific terms and conditions and pricing of such alternative tickets will be posted on [www.marketingfestival.cz](http://www.marketingfestival.cz). For the avoidance of doubt, these are separate tickets with separate access rights to the online transfer and do not include personal/physical access to the Marketing Festival 2024 event.
2. The provisions of Article II and Article III of these Terms and Conditions shall apply to the purchase of alternative tickets by analogy, except that the provisions of Article II, paragraphs 8 to 13 of these Terms and Conditions shall not apply.
3. The alternative ticket is linked to the specific participant (usually the Applicant) – the natural person specified by the Applicant in the alternative ticket order. The participant can be changed upon request - the request for change of participant can be submitted **free of charge only until 15th February 2024**.
4. The Company states that as of the effective date of these Terms and Conditions, it does not offer alternative tickets for online stream for the educational event and nothing in these Terms and Conditions obligates the Company to offer such alternative tickets in relation to the above event. Article II, paragraph 13 of these Terms and Conditions is without prejudice.

## VI. USER ACCOUNT AND DIGITAL CONTENT

1. Applicant and/or the buyer have access to her/his user account from the Company's website. The account provides to Applicant and/or the buyer a possibility to manage purchase history and purchased tickets. The video-recordings are available after logging to the user account. In the event of purchasing an alternative ticket, if the

Company offers such a ticket, also access to the livestream of the educational event is facilitated through the user account.

2. Applicant and/or the buyer must use a strong password for logging to the user account and change it at least twice a year as long as the account is active. The login information (user name and password) must be kept in safety to avoid unauthorized use of the user account by third party. Company is not liable for any damages or costs caused by unauthorized use of the user account if the user fails to fulfil duties according to this paragraph.
3. The Applicant, the livestream participant and/or the person otherwise accessing the video recordings, online transmissions and other digital content made available through the User Account (collectively, the "**Digital Content**") are required to access such Digital Content using the following browsers at all times: Chrome, Firefox, Safari and Edge, and always only the most recent (most up-to-date) version. Otherwise, the Company is not liable for any malfunction of the user interface. The Applicant further acknowledges that in order to play Digital Content, it is also necessary to have an internet connection with a speed that allows video playback. The Applicant and any other person accessing the Digital Content also acknowledge that the browser settings may need to be adjusted for proper playback in order to function properly.
4. The use of Sections 2389a to 2389f of the OZ is excluded to the maximum extent between the parties under these Terms and Conditions, and the Applicant and the Company agree that the Company shall not be liable for any website outages, user interface functionality or any other technical deficiencies of the online services (incl. the Digital Content) caused by the Company and/or third parties.
5. The Applicant and all other persons accessing the Digital Content expressly acknowledge that all Digital Content is protected by intellectual property rights, in particular copyright, and that copyright ownership is exercised directly by the Company. To the extent of the conclusion of the contract by virtue of the purchase of a ticket, the purchase of videos and/or the purchase of an alternative ticket grants the Claimant a personal, non-transferable, non-exclusive and royalty-free license to use the content made available through the user account by (exclusively) viewing them, even repeatedly, for the period during which they are made available to the Applicant online through the user account.

## VII. PERSONAL DATA

1. Applicants and buyers who are physical persons are recommended to read our [Privacy Policy](#) which is an integral part of the Terms and Conditions.

## VIII. THE EFFECTIVENESS OF THE TERMS AND CONDITIONS

1. These Terms and Conditions come into force on 30th of May 2023. Later, the Terms and Conditions may be replaced by a new wording of the Terms and Conditions. [Privacy Policy](#) remains effective despite ineffectiveness of the Terms and Conditions.
2. These Terms and Conditions are written in English and Czech language. For interpretation of these Terms and Conditions in case of a difference in the language versions, the Czech version is binding.

## IX. THE CONCLUDING STATEMENT

1. The Company's obligations to the Applicant and/or participant, as well as any claims against the Company are limited to a time frame of one year.
2. The Company reserves the right to amend the content of these Terms and Conditions, especially the ticket price.
3. If any provision included in the Terms and Conditions becomes invalid, void, voidable or inapplicable, the most similar provision shall be applied. The invalidity or unenforceability of one provision shall not affect validity of the other provisions.
4. Any dispute, controversy or claim arising under, out of or relating to these Terms and Conditions including, without limitation, their formation, validity, binding effect, interpretation, performance, breach or termination, shall be referred to and finally determined by Czech courts in accordance with the laws of the Czech Republic.