

Terms and Conditions Valid for the Electronic Sale of Tickets by Zoo Liberec, a Contributory Organization

Effective from August 28, 2024

1. Introductory Provisions

These Terms and Conditions govern the purchase of an electronic ticket or electronic tickets made through the E-shop on the website <https://elpass.zooliberec.cz> operated by Zoo Liberec, a contributory organization, located at Lidové sady 425/1, Liberec I-Staré Město, 460 01 Liberec, ID: 10973583 (hereinafter referred to as "Zoo Liberec"). These Terms and Conditions further define and clarify the rights and obligations of the Provider and the Customer. By accepting these Terms and Conditions, the individual expresses consent to the use of remote communication means.

2. Definitions of Basic Terms

E-shop: An online store operated by the Provider on the website <https://elpass.zooliberec.cz>. This store is intended solely for the sale of electronic tickets for visiting Zoo Liberec and other participating organizations as specified on the website <https://elpass.cz/> and also on the E-shop.

Ticket: A ticket (or "elpass") entitling the Customer to enter Zoo Liberec and the Facilities of other participating organizations. Presenting the Ticket upon entry to a Facility signifies the user's agreement with the operating/visitor regulations related to visiting the Facility and staying there.

Terms and Conditions: These terms and conditions, always in the version valid on the day of placing the Order via the E-shop.

Order: An order placed by the Customer through the Provider's E-shop.

Facility: The entire exhibition area of Zoo Liberec, a contributory organization (located at Lidové sady 425/1, Liberec I-Staré Město, 460 01 Liberec, ID: 10973583), including all buildings, pavilions, and enclosures, including the entrance hall and visitor areas, as well as facilities of organizations accepting elpass. A list of organizations accepting elpass is provided on the website <https://elpass.cz/> and also on the E-shop.

Provider: Zoo Liberec, a contributory organization located at Lidové sady 425/1, Liberec I-Staré Město, 460 01 Liberec, ID: 10973583.

Service: Enabling the visit of the Zoo Liberec area by the Provider to the Customer.

Service Agreement (also "Agreement"): An agreement for the provision of services, which consists of allowing the Customer to enter the Facility upon presentation of a valid Ticket.

Customer: A customer of the E-shop who purchased an elpass.

3. Service Agreement for Orders Made by the Customer on the Provider's E-shop

- 3.1 Tickets are advertised and sold by the Provider on the E-shop website. After concluding the Agreement, the Provider sends the Ticket and a payment receipt to the Customer's email address specified in the Order. Such an Agreement can only be modified or canceled by mutual consent of both parties or for legal reasons.
- 3.2 To create an Order, the Customer provides an email address, name, surname, and possibly other data required by the Provider within the E-shop. The Customer must check the accuracy of the entered data. The Order is submitted by the Customer to the Provider by clicking the "Complete Order" button. Payment is made either (i) via the GPWebPay payment gateway, subject to its terms of use, or (ii) by bank transfer if this payment method is allowed by the Provider.
- 3.3 The Customer agrees to use remote communication means when concluding the Agreement. Costs incurred by the Customer when using remote communication means in connection with concluding the Agreement (especially internet connection costs, telephone call costs) are borne by the Customer.
- 3.4 The Provider is obliged to deliver the Ticket to the Customer by sending it to the email specified in the Order without undue delay after successful payment for the Ticket. The Customer is not entitled to the delivery of the Ticket before the full price of the Ticket is paid (i.e., only after the Agreement is concluded).
- 3.5 The Agreement is concluded by sending the Order and fully paying the price for the Ticket by the Customer. By delivering the Ticket to the Customer, all obligations of the Provider under the Agreement are fulfilled.

4. Ticket

- 4.1 The Ticket is valid for entry/entries to the Facility. The number of entries and the period of validity are indicated on the Ticket or can be obtained on the website <https://elpass.cz/> and also on the E-shop. The Ticket is a security-protected by a barcode/QR code. Counterfeiting, copying, or altering Tickets is punishable by law. Elpass is valid as a single-entry ticket – i.e., it is valid for one entry of one person to each organization for which elpass is designated during the period of the ticket's validity. If the single-entry ticket is intended for multiple persons, each person is entitled to one entry during the ticket's validity period. The validity period of elpass is governed by the rules indicated on the E-shop.
- 4.2 To install the Ticket on a mobile phone, a Mobile Wallet application is required, which is standard on iOS and Android operating systems. If the required application is not installed, the Customer will be automatically prompted to install it.
- 4.3 Ticket control at the Facility is performed by the Provider's employee or an employee of an organization accepting elpass. The Ticket is checked using a scanner directly from the Customer's mobile device.
- 4.4 The payment for the Ticket is non-refundable. The Provider is not responsible for weather changes, traffic situations, or unplanned closure of the Facility.

5. Rights from Defective Performance

- 5.1 The rights and obligations of the contracting parties from defective performance are

governed by the applicable general legal regulations, in particular the Civil Code.

- 5.2 If the Customer does not receive the Ticket by email, they are entitled to request a transaction check. The Customer may request the Provider to check the transaction on weekdays by phone at +420 487 377 149 or at any time by email sent to marketing@zooliberec.cz. The Provider's representative will check the payment. If the payment has been made, the Customer will be allowed entry to the Facility.
- 5.3 The Provider is not liable for the Ticket not being delivered to the Customer for reasons attributable to the Customer.

6. Price of the Ticket

- 6.1 The current price of the tickets is always listed on the Provider's E-shop.
- 6.2 The Provider is not responsible for any costs incurred by the Customer associated with the purchase of the Ticket arising from the contractual relationship between the Customer and the bank that issued the payment card to the Customer.

7. Payment Terms

- 7.1 The Provider reserves the right to change ticket prices. The price valid at the time of placing the Order (i.e., the current price listed when the Order is sent by the Customer on the Provider's website) applies until the Agreement is concluded.
- 7.2 Ticket payments can be made cashless through the GP webpay payment system or by bank transfer if this payment method is allowed by the Provider on the E-shop.

8. Delivery Conditions

- 8.1 Tickets are automatically sent to the email provided by the Customer when placing the Order after the payment is made (i.e., after the Agreement is concluded). A payment receipt is also included.

9. Withdrawal from the Agreement by the Customer

- 9.1 The Customer does not have the right under Section 1837 letter j) of the Civil Code to withdraw from the Agreement concluded between the Customer and the Provider under Section 1829 of the Civil Code, as this is an agreement for the use of leisure time and the performance is provided by the Provider at a specified date or time.

10. Processing of Personal Data

- 10.1 The Provider informs the Customer that, under Article 6 paragraph 1 letter b) of the Regulation, the Provider is entitled to process the Customer's personal data necessary for exercising the rights and obligations arising from the Agreement. This primarily includes personal data such as the email address, name, and surname.
- 10.2 Personal data will be processed by the Provider or through processors with whom the Provider has a data processing agreement in accordance with Article 28 of the Regulation, both automatically and manually. The processing will include, in particular, the preparation, modification, sorting of personal data, their collection, and retrieval, as well as other activities necessary to exercise the rights and obligations arising from the Agreement.
- 10.3 The Provider will apply appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration,

unauthorized disclosure, or access, particularly through technological elements involving password protection. The Provider will also implement procedures ensuring that any third party to whom personal data are disclosed, including processors, respects and maintains the confidentiality and security of personal data.

10.4 The Customer has the right to:

- 10.4.1 Request access to their personal data from the Provider according to Article 15 of the Regulation;
- 10.4.2 Request correction or deletion of their personal data according to Article 16 of the Regulation;
- 10.4.3 Request deletion of their personal data according to Article 17 of the Regulation; request restriction of the processing of their personal data according to Article 18 of the Regulation;
- 10.4.4 Request data portability according to Article 20 of the Regulation;
- 10.4.5 Object to the processing of their personal data according to Article 21 of the Regulation;
- 10.4.6 File a complaint with the Office for Personal Data Protection of the Czech Republic according to Article 77 of the Regulation.

10.5 The Provider will retain personal data for the period necessary for the purpose of processing. This period is considered the duration of the contractual relationship – the Agreement and the subsequent period of an additional three (3) years from the moment all rights and obligations arising from the Agreement are fulfilled.

10.6 The contact for the area of processing and protection of personal data is the GDPR agenda contact of the Provider indicated at www.zooliberec.cz.

11. Final Provisions

11.1 All contractual relationships between the Provider on one side and the Customer on the other are governed by the laws of the Czech Republic and these Terms and Conditions, or other regulations of the Provider to which the relevant person has consented. If any provision of these Terms and Conditions becomes invalid or unenforceable, this will not affect the validity and enforceability of the other provisions of these Terms and Conditions.

11.2 The Provider is entitled to change these Terms and Conditions at any time.

11.3 These Terms and Conditions allow the Customer to archive and reproduce them. At the moment of concluding the Agreement, the Customer accepts all provisions of the Terms and Conditions in the version valid on the day of sending the Order.