

# General Commercial Terms and Conditions

## PRAGUE VISITOR PASS

## Recitals

Prague City Tourism, a.s. with its registered seat at the address Žatecká 110/2, 110 00 Prague 1 - Staré Město, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, Record 23670, ID No.: 07312890, VAT No.: CZ07312890 (hereinafter only the “PCT”) operates the Prague Visitor Pass multipurpose visitor card project, which includes the service of admission to selected acceptance points (hereinafter also the “**experiences**”) and check-in of passengers in Prague public transport with a specially agreed tariff (hereinafter also the “**fare**”). In this context, the PCT stipulates the following General Commercial Terms and Conditions for the use of the Prague Visitor Pass (hereinafter only the “**PVP system**”).

## 1. General Provisions and Selected Terms

The PVP system represents all services related to the Prague Visitor Pass (PVP) multipurpose visitor card, namely: www.praguevisitorpass.eu website (hereinafter also the “**website**”), Prague Visitor Pass mobile application (hereinafter also the “**application**”), Prague Visitor Pass physical contactless chip cards (hereinafter also the “**card**”).

User means any persons using the PVP system.

PVP e-shop represents the sales interface of the PVP system for sale of PVP vouchers, which, after their activation, take the form of a Pass or e-Pass and provide access to the experiences. Integral part of the Pass or e-Pass is the ticket for Prague Integrated Transport (hereinafter only the “**PID**”), valid in municipal public transport in the capital city of Prague in zones P, O, B, including Airport Express service, however, excluding train transport and suburban buses (hereinafter only the “**public transport**”). PVP self-care then represents a part of the PVP portal, which enables activities in the areas of user account and Pass or e-Pass management.

Prague Visitor Pass mobile application (hereinafter also the “**mobile application**” or “**PVP mobile application**”) forms part of the PVP system. The application serves as a mobile sales interface for sale of PVP vouchers, which, after their activation, take the form of a Pass or e-Pass and provide access to experiences. PID ticket, which is valid in the public transport, forms integral part of the Pass or e-Pass. Self-care application then forms part of the application, which enables activities in the areas of user account and Pass or e-Pass management. The application also serves as an identifier to prove the title and to obtain entry to the experiences and for using the public transport in the form of a unique QR code.

The user has access mainly to the following services with this application:

- a. searching for sale and distribution points and finding detailed information,
- b. searching for experiences and finding detailed information,
- c. purchase of vouchers,
- d. voucher activation and creation of a Pass or e-Pass,
- e. use of the Pass or e-Pass, i.e., use of the title to enter selected experiences for the validity period of PVP product,
- f. use of services (passengers check-in) in public transport for the validity period of the PVP product

(hereinafter only the “**services**”).

The legal relationship between PCT and the user arises from the purchase of a PVP product or application installation and is governed by these terms and conditions and by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code, as amended. Consent to these terms and conditions is

required already at the time of PVP product purchase, as this step represents a proposal to PCT to enter into a contract. User's consent with contract conclusion is given at the moment of proper purchase on the website or in the mobile application.

PVP product means an advance defined and subsequently activated voucher in form of a Pass or e-Pass linked with an identifier, which includes the right to enter selected experiences and public transport fares as a travel document for use in Prague in the PID system in tariff zones P, O, B, in the metro, trams, cable car to Petřín, city bus lines, PID suburban bus lines (only their sections within the territory of the capital city of Prague), ferries, and the AE line (Airport Express). Does not apply to national and regional trains. Does not apply in outer PID tariff zones.

Voucher means a unique code (composed of digits and letters and QR code) generated from the PVP control system after order creation and payment. Pass or e-Pass will be activated upon its submission.

Pass or e-Pass means a product that includes admission (free or discounted) to selected experiences and PID fare. Purchasing a Pass or e-Pass, integral part of which also includes an electronic travel document, does not create a legal relationship under a transport contract with PCT - this relationship is subject to the PID's Contractual Conditions of Transport as announced by the Regional Organizer of Prague Integrated Transport (ROPID).

Time and place of product validity means the definition of product validity in the territory of the capital city of Prague, depending on the type of purchased product to: 48 h, 72 h, and 120 h from voucher activation.

Identifier means a physical contactless chip card issued by PVP or a PVP mobile application. The user is identified by the identifier, to which the Pass or e-Pass is assigned, when entering the experiences and when checking in on public transport. The identifier is non-transferable and anonymous. Login with a registered account is required for use of the PVP mobile application as an identifier.

Device is the user's hardware carrier on which the PVP mobile application is installed.

Sales and distribution points of PVP represent selected locations where PVP-related services are provided. The services include in particular purchase of PVP product and activation of vouchers. Their list is available at [www.praguevisitorpass.eu/Buy-and-collect](http://www.praguevisitorpass.eu/Buy-and-collect), in the mobile application, and in leaflets available at the points of sale.

Experiences represent selected places, in particular monuments, cultural objects, and/or other entities mainly in the territory of the capital city of Prague. Their list is available at [www.praguevisitorpass.eu/Experiences](http://www.praguevisitorpass.eu/Experiences) and in the mobile application.

Valid product is a Pass or e-Pass containing all the information required for a successful application of title to enter the selected experiences and to prove ticket purchase during the transport control.

Consumed product is a Pass or e-Pass after expiration of the PVP product's validity, without the displayed control elements.

Invalid product is a product that:

- a. has not been activated,
- b. was used before activation and entry into force,
- c. was used outside the territory of the right to claim entry to selected experiences and outside the scope of title to transport,
- d. was acquired in a different way than from the PVP mobile application, from the website, or from sale and distribution points,
- e. has been subject to unauthorized alteration, modification, or copying in any way,
- f. if its validity cannot be verified due to reasons on the side of the user,

- g. if it is not found in the experiences and during the transport control,
- h. was not recognized as valid during the electronic check (QR code, NFC check, visual check, on-line inquiry),
- i. was activated only at the time of the transport control, or only upon request of the transport control employee,
- j. if the wrong category was used (child, student, adult).

## 1.1. Selected Terms for PVP Mobile Application

In addition to general abbreviations introduced by these terms and conditions in their partial provisions, the PCT explicitly regulates the following selected terms relating to life cycles of PVP mobile application functionalities. Definitions of terms already contain the rights and obligations of users in relation to given term and may be further supplemented or clarified in the framework of other provisions of these General Commercial Terms and Conditions.

Application installation identifier is a unique string of characters representing and identifying the particular installation of the application on a specific device with specific logged-in user. The user must keep the application installation identifier for any future action related to their application installation and provision of services.

User of the PVP mobile application is a general term for individuals who have downloaded a PVP mobile application to a mobile device. Users are further subdivided depending on the volume of use of services. Where these terms and conditions refer to a user of the PVP mobile application in general, the provision in question is considered to be valid for both registered and unregistered users.

Unregistered user of the PVP mobile application is a user who has not created an account. If, despite PCT's recommendation, user does not create an account in the PVP mobile application or does not log into their account when using the services or refuses to keep the PVP mobile application installation identifier, their status is considered to be the that of an unregistered user.

Registered user of the PVP mobile application is a user who has created their account. By creating a user account, a registered user of the PVP mobile application becomes authorized to use all the services of the PVP mobile application.

User account is the account of a registered user in the PVP mobile application. The user account contains, among other things, the name, surname, e-mail address and password of the registered user and allows such user to use the PVP mobile application in full, i.e., especially the functionalities of purchasing and activating a voucher and using the PVP mobile application as their identifier.

## 2. PVP Product Purchase

The PVP product is advertised by PCT on the web, in the PVP mobile application and at the sale and distribution points. The product is advertised in categories adult, student between 15 and 25 years (inclusive), child between 6 and 14 years (inclusive).

Students must prove their status with a valid student ID card at every experience and at the sale and distribution points. Students (15-25 years of age inclusive) must present a valid student ID card, namely the ISIC card or any other official proof of study/student's ID containing name, surname, date of birth, photo and validity date. Such presented document shall be in Czech or English or another language understandable to relevant staff of the sale and distribution point or the experience.

Children must prove themselves with a valid proof of identity at every experience and at the sale and distribution points, as well as in case of transport control in public transport. Any student's ID card, ISIC card, ID card issued by any Czech public transport company or any other official document issued by the state administration that contains the name, surname, date of birth and photograph is also considered to be the proof of child's identity.

Children under 6 years of age are recommended to purchase possible admission to visited places individually because most experiences do not charge admission for children under 6 years of age.

PVP product purchase can be made through PVP system, through PVP mobile application, and through sale and distribution points.

Prices of various types of PVP products are visibly and legibly listed before the actual purchase on the website, in the PVP mobile application, and at sale and distribution points. Total product price includes VAT at the rate of 21 %. All presentation of products on the website is of an informative nature, does not represent a proposal to conclude a contract in terms of Section 1732 (2) of Act No. 89/2012 Coll., Civil Code, as amended, and PCT is not obliged to conclude a purchase contract for such products.

Purchasing a PVP product is voluntary and at own risk.

User is obliged to check the product without an undue delay after receipt.

Operating hours of the website and application are 24 hours a day, 7 days a week. Opening hours of experiences, as well as sale and distribution points, are listed on the website according to individual locations. In the event of an information system failure or force majeure, PCT does not bear any liability for non-compliance with the operating hours.

## **2.1. User Account in PVP System**

Based on their registration on the website, the user is entitled to use the services of the PVP system. The registered user can access an overview of purchased vouchers in user section of the website. Here, the user can download a voucher and invoice.

The application allows login under the same login details as the website. In the application, the user has an overview of all their purchased vouchers that can be activated here and then used as an e-Pass, entitling them to enter individual experiences. Furthermore, the application also provides an overview of all possible experiences that can be added into favorites.

Without registration, the user is entitled to use the website or mobile application only as an electronic guide. They can buy a voucher on the website, which will be sent to their e-mail address together with relevant tax document.

### **2.1.1. User Account Registration**

User can register their user account by filling-in their name, surname, valid e-mail address, and password on the website or in the application. This data will be used for any further login into the PVP system or into the PVP mobile application. Information about account activation is sent to the e-mail address specified by the user as a part of registration processing. User cannot log in with a new account until such account is activated. All required information must be filled-in to confirm the registration. User is responsible for the accuracy of the data entered.

### **2.1.2. User Account Cancellation**

User can request cancellation of their user account via Contact form available on the website under the Contacts section.

## 2.2. PVP Product Purchase on the Website

User can acquire PVP products in form of electronic vouchers at the website. The purchase of a voucher is subject to these General Commercial Terms and Conditions. Electronic vouchers cannot be purchased in other but electronic form, duplicates in paper form cannot be issued. Based on a valid voucher, user will receive a physical PVP identifier or the voucher can be activated in the mobile application; in both cases, activation can be performed immediately or at any time within 12 months from voucher purchase. If the user wants to activate the voucher using an identifier in the application, they must be registered.

When shopping on the website, the user can choose from the list of products that they wish to purchase in the Purchase section. Each item must be selected and placed into the shopping basket. Number of products in one purchase is not limited.

To complete the order of a product, the user must enter the basket, where they are obliged to check the correctness of all values entered for the particular product. Product parameters (number of pieces) can be changed in the basket. If the user owns a discount code, it can be used in this step. New price is subsequently calculated.

After checking, the user proceeds to fill in the billing data - first name, last name, e-mail address, street and house number, postal code, city and country. In case of a registered user, the billing data fields are pre-populated, the registered user only checks that all their billing data is correct. It is possible to make a company purchase in this step, i.e., the user can fill-in relevant company's invoicing data - company name, ID number, VAT number, and company address.

Order Summary is displayed in the next step where the user can check the selected products, agree to the General Commercial Terms and Conditions, Personal Data Protection and completes the order by submitting it. Order submission is considered to be the order confirmation. User is entitled to change or cancel the order until before the confirmation.

The next step is the payment through PayU payment gateway. To pay for the order, it is necessary to fill-in all required data - card number, expiration date, and CVC code. If the payment with payment card is not made within the specified time period, the order will be automatically canceled. It is no longer possible to change the voucher (type, category, number of pieces of the product) after the payment.

After payment, an e-mail with payment confirmation is sent to the e-mail address specified by the user, followed by purchase confirmation with the generated voucher, which is also displayed on the last page of the purchase, tax document, and General Commercial Terms and Conditions attached. The voucher becomes valid after successful pairing of the amount with relevant order number.

User can pick up a physical identifier at one of the PCT's distribution points using the code from the voucher. The voucher for collection can be printed or in electronic form. Purchased PVP products can be picked up by a user who owns the unique booking code. A registered user can enter the code from the voucher into the PVP mobile application.

After activating the voucher, the user becomes entitled to enter the selected experiences and to use the public transport; this claim is always linked to a specific PVP identifier.

## 2.3. Product Purchase in the PVP Mobile Application

User must always be logged in, i.e., have or create their user account in order to purchase vouchers in the PVP mobile application. If the user has registered on the website, they can use the same login details to log into the application. The PVP mobile application can be downloaded via Google Play or AppStore.

User can choose from the list of products. Each item must be selected and placed into the shopping basket. Product parameters (number of pieces, type, and category) can be changed in the basket. The price is subsequently recalculated. Number of products in one purchase is not limited. Subsequently, the user

must check the accuracy of billing data and agree to the Commercial Terms and Conditions and Personal Data Protection. Before completing the order, a summary of the products is displayed, where the user can check the correctness of all entered values for the selected product and, if necessary, enter a discount coupon. After this check, the registered user of the PVP mobile application can proceed to order completion by submitting it; this step is considered to be the order confirmation by the registered user of the PVP mobile application. Until then, the user is entitled to change or cancel the order. It is no longer possible to change the voucher (type, category, number of pieces of the product) after the payment.

It is possible to pay via the PayU payment gateway using a payment card in the mobile application. If the payment through the payment gateway is not made within the specified time period, the order will be automatically canceled.

After proper payment, an information with purchase confirmation and payment confirmation is sent to the registered e-mail address of the PVP mobile application user. Attached to the purchase confirmation are the voucher, tax document, and the General Commercial Terms and Conditions. The voucher becomes valid after successful pairing of the amount with relevant order number.

The purchased product and voucher number will be displayed in “My Pass” section within the application. The E-Pass must be activated before use, at any time within 12 months following the purchase. The user can activate the E-Pass immediately, starting from certain date, or postpone the activation.

After the e-Pass activation, the user becomes entitled to enter the selected experiences and to use the public transport; this claim is always linked to the PVP identifier.

PCT explicitly warns that if a user uses the application on a device with modified settings (so-called “root”, i.e., changes that may compromise security of the device, e.g., by reducing its resistance to malware), they lose the possibility of restoring the products and vouchers not shown in the application. Such claims will be rejected. The user is exposed to the risk of blocking the purchased products also in case of a suspected fraud. The seller may apply the procedure according to these General Commercial Terms and Conditions.

## **2.4. PVP Product Purchase at the Point of Sale**

The PVP product can be purchased by the customer at a PCT’s point of sale – their list can be found on the website, in the PVP mobile application, and in printed leaflets. Payments at the points of sale can be made according to the possibilities of individual points of sale, most often in cash in Czech crowns or using payment card. The user can have the voucher activated on a physical identifier, i.e., on a contactless chip card, or download the PVP mobile application and use the application as an identifier after registration.

## **2.5. Validity**

A voucher is valid for 12 months after payment. At this time, the voucher must be activated and the Pass or e-Pass must be used.

Validity of the activated Pass or e-Pass is 48 hours, 72 hours, and 120 hours, depending on the type of product purchased.

Validity of the Pass or e-Pass cannot be shortened or extended.

Validity can only be extended by purchasing another PVP product.

## **2.6. Identifier Selection**

A registered user shall choose from the following identifiers after shopping on the website. Identifier means a carrier to which the purchased Voucher is linked. The identifiers accepted by PCT are as follows:

- Physical PVP contactless chip card – the card is always anonymous and non-transferable (so

called Pass);

- PVP mobile application (so called e-Pass) – it is never possible to use the PVP mobile application identifier on two or more devices at the same time, this identifier is also non-transferable.

PCT is entitled to expand the list of accepted identifiers.

## **2.7. Activation**

A purchased valid voucher can be activated by a registered user using their mobile device in the PVP mobile application, which then becomes its identifier. Another option is to activate the voucher at the distribution point by picking up the physical PVP contactless chip card; the user then uses this identifier. After activation, the Pass and/or e-Pass can be used according to the type and category purchased by the user.

### **2.7.1. Activation of a Voucher Purchased Using the PVP Mobile Application**

A voucher purchased via the mobile application is always activated by the registered user of the PVP mobile application using their user account at the distribution point or in the PVP mobile application, which subsequently becomes its identifier. It is never possible to use the PVP mobile application identifier on two or more devices at the same time. An E-Pass is linked to a specific user account in the PVP mobile application.

A registered user activates their voucher in the My Pass section. They choose the specific voucher which they want to activate. It is possible to choose whether the voucher should be activated immediately, as of certain date (by choosing the date and time), or at a later point if the user does not know the date and time of the activation. Activation creates an e-Pass by generating a unique QR code, which is assigned to certain identifier, and thus authorizes the user to enter experiences and public transport.

### **2.7.2. Postponed Activation**

A registered user can choose the date and time when the Pass or e-Pass will be activated. Subsequently, the PVP product can be fully used.

Start of the activation time can be postponed by a registered user until the scheduled activation time. Once the Pass or e-Pass is already active, the activation time cannot be changed.

In case of physical identifier (i.e., the contactless chip card) purchase at a sale and distribution point, the product can be activated either immediately or it is possible to set the date and time when the product will be activated.

If the user does not activate the voucher, they will not be admitted to any of the experiences and will not be able to use the public transport.

Activation of the Pass or e-Pass is possible within 12 months of purchase.

## **2.8. Cancellation Policy**

A user is entitled to change or cancel the order until before it is submitted. Order submission is considered to be the order confirmation. If the payment with payment card is not made within the specified time period, the order will be automatically canceled.

A purchased voucher, which has not yet been activated, can be canceled within 12 months from the date of purchase of the voucher. In the case of a purchase through the website or in the mobile application, the user can make a cancellation by sending an e-mail to [praguevisitorpass@prague.eu](mailto:praguevisitorpass@prague.eu), stating the user's first and last name, telephone and e-mail contact, order number, and voucher number. Payment will be refunded in the same way as it was paid.

In case of purchase at a point of sale, the user is entitled to cancel a valid inactive voucher at the same



point of sale where the voucher was purchased. By cancelling an inactive voucher at the point of sale, the user will be refunded the full amount, according to the type and category of the purchased voucher, in cash in Czech currency.

A PVP product cannot be canceled in the case of an already activated voucher, i.e., from the beginning of the Pass or e-Pass validity, or in case of an already used Pass or e-Pass.

### **3. Terms and Rights Relating to PVP Product Use**

PVP product is used to claim admittance to selected experiences and to use public transport. List of experiences is available at [www.praguevisitorpass.eu/Experiences](http://www.praguevisitorpass.eu/Experiences) and in the PVP mobile application. User agrees to the use of remote communication means when using the PVP system. Any costs incurred by the user during such use of remote communication means in connection with the use of the PVP system (in particular the costs of internet connection, data services, or costs of telephone calls) shall be borne by the user.

#### **3.1. Admission to Experiences**

Admission to each experience is limited to a single use within one PVP product. If the user wishes to visit an experience repeatedly, they must purchase a ticket directly at the box office of such experience or purchase another PVP product. To claim admission, the user must present a valid Pass or e-Pass at the box office of each experience, present it for inspection and proper retrieval, even without request of the cashier, immediately upon arrival.

Students and children must present both the PVP identifier and a document proving the age of the child or a valid document proving the status of the student (to be presented to the acceptance point operator for checking) (documents proving the age of children and student status are described in more detail in section 2 – PVP Product Purchase above). If the user of the discounted product does not submit the necessary document, the provision of discounted admission to the experience in the given user category may be denied.

If the experience issues a ticket with the Pass or e-Pass, it is the responsibility of the product user to keep such printed ticket for the entire duration of the visit and to submit it within the experience premises upon request.

If the Pass or e-Pass user has already used their right to enter the experience or to receive a discount, or if their right has expired for another reason, the Pass or e-Pass user loses the right to free or discounted entry.

Visiting rules and conditions for entering the experience are available on the websites of individual experiences or at the entrance. The Pass or e-Pass user is obliged to respect the instructions of the staff regarding safety and to observe the visiting rules and or other conditions for admission into individual facilities according to the valid instructions and guidelines of the experience.

While using the Pass or e-Pass, the user can visit an unlimited number of experiences, which are included in the Pass or e-Pass, (during their opening hours) each day.

In the event of a malfunction of the validation device in given experience, the user must provide co-operation for checking the identifier to claim the entry into such experience.

#### **3.2. Conditions for Using the Pass or e-Pass in Public Transport**

The user is obliged to use the Pass or e-Pass only in accordance with the PID's Contractual Conditions of Transport, in particular is obliged to board the vehicle or enter the transport area only with an active Pass

or e-Pass only on the identification device on which it was activated. It is never possible to use the PVP mobile application identifier on two or more devices at the same time. You can find the PID's Contractual Conditions of Transport at <https://pid.cz>.

The Pass or e-Pass do not require any specific validation for use in public transport. The user submits the identifier in the case of a transport control. Time limit for using public transport corresponds to that of given type of Pass or e-Pass. Therefore, public transport can be used without any limitation within the P, O, B zones during the activated Pass or e-Pass period – in the metro, trams, cableway to Petřín, city bus lines, suburban PID bus lines (only sections within the territory of Prague), on ferries and on the AE (Airport Express) line. Does not apply to national and regional trains. Does not apply in outer PID tariff zones.

In order to prove a discount for children, it is necessary to submit to transport inspector a document indicating the name, surname, birth date, and photograph of the child together with the Pass or e-Pass.

### **3.2.1. Transport Control**

A Pass or e-Pass is checked by verifying the data it contains. Course of the transport control is specified in the PID's Contractual Conditions of Transport. The transport company or a person authorized by it is entitled to carry out a transport control in the following ways, either cumulatively or using any of the following methods:

- a. QR code check,
- b. on-line inquiry,
- c. physical inspection by attaching to the inspector's reader,

A user who uses the PVP mobile application as an identifier is obliged to submit the e-Pass for inspection on a functional and undamaged device so that a proper transport control can be performed. If the e-Pass is presented by the user for transport control on a device that does not meet the above-mentioned parameters, and the transport inspection is not successful, the user bears full responsibility and is not entitled to complain about such a product.

The Prague Public Transit Company (DPP) and the Regional Organizer of Prague Integrated Transport (ROPID) are entitled not to allow users to transport in the event of: closure of transport to the public for operational, technical or other reasons. DPP and ROPID are entitled to fine and exclude from the transport a user of an invalid product.

## **3.3. PCT's Rights**

PCT does not provide any compensation if an experience is temporarily inaccessible.

PCT is not responsible for any difficult conditions of access to experiences, even due to capacity reasons or due to changes in their opening hours.

PCT is not responsible for the safety of users while visiting the experiences (nor is it responsible for any loss or damage to users' property). Any and all complaints about an experience must be reported to the particular experience immediately (during the visit to the experience or immediately after such visit).

PCT does not provide any compensation for loss, theft, or damage to the Pass or e-Pass.

PCT reserves the right to change product prices. The price is valid at the time of placing the order (i.e., the current price stated at given moment on the [www.praguevisitorpass.eu](http://www.praguevisitorpass.eu) website and in the PVP mobile application) and remains valid until the moment of purchase contract conclusion.

PCT is not liable if the user does not have enough time to visit all the experiences included in the PVP product. PCT does not provide any financial compensation for unvisited experiences.

PCT is not responsible for traffic situation or for weather. PCT is not responsible for the fact that activated PVP products cannot be used due to force majeure, i.e. due to extraordinary and unforeseeable circumstances.

PCT reserves the right to block use of the PVP mobile application, any sub-account established in it, or even an individual voucher or e-Pass if it is used in violation of these General Commercial Terms and Conditions or misused for a performance other than the services provided under these General Commercial Terms and Conditions. Unauthorized interference with functionality of the PVP mobile application is also considered to be the use in violation of the General Commercial Terms and Conditions.

PCT handles complaints regarding sale and product of PVP in accordance with these General Commercial Terms and Conditions.

## 4. Information Services

PCT provides information services to users and to the general public not only through the website, but also through the following information channels:

- “Infoline” is an information service provided through an e-mail address, available in the contacts listed on [www.praguevisitorpass.eu/Contacts](http://www.praguevisitorpass.eu/Contacts).
- “Sale and distribution points” are personal points of contact, these points are listed on [www.praguevisitorpass.eu/Buy-and-Collect](http://www.praguevisitorpass.eu/Buy-and-Collect). PCT reserves the right to extend the number of points of sale also at other contact points and announce such new points of sale to users and to the general public on the website.
- “Notification” is an information service that provides up-to-date information on a mobile device with PVP mobile application installed.

## 5. Claims

User is entitled to file a claim under the conditions specified below in accordance with Section 19 of Act No. 634/1992 Coll., on Consumer Protection, as amended, at the point of sale pursuant to Article 4 of these General Terms and Conditions, by filling out the contact form in Contacts section of the website or by e-mail sent to [praguevisitorpass@prague.eu](mailto:praguevisitorpass@prague.eu).

The user is obliged to state their name and surname, telephone and e-mail contact, order number, voucher number, or physical identifier in the claim report. If the user requires that any communication regarding their claim is sent to another address, they must specify this fact in the claim report. User is also obliged to describe the reason for the claim (defect).

PCT will confirm the receipt of the claim in writing by e-mail, if it was received electronically. In the event that a claim is made directly at the point of sale, the user will receive a written confirmation of the claim and its contents.

PCT, respectively its authorized employee, shall decide about the claim immediately, in complex cases within three working days at the latest. This period does not include the time appropriate to the type of defect or service required for a professional assessment of the defect. Claims, including elimination of defects, must be settled without an undue delay, no later than 30 days from the date of the claim, unless PCT (or its authorized employee) agrees with the user on a longer period of time.

The period for settling a claim is suspended if the PCT has not received all the documents necessary for such settlement. PCT is obliged to request additional information from the user without an undue delay

after learning of this fact. The deadline for settling the claim is suspended from the moment of request for relevant documents until their delivery.

Settlement of the claim is not a decision about the claim, i.e., taking into account the nature of the matter, the user as a consumer will be informed about the receipt of their claim and will also be informed whether – due to the time needed for a professional assessment of the defect – the claim will be settled within 30 days. User will be informed about the settlement and decision about the claim through the e-mail address provided by the user.

A registered user of the PVP mobile application is entitled to claim an e-Pass, due to the fact that the product shows defects as a consequence of the PVP mobile application operation. These defects comprise in particular:

- a. A voucher is not displayed in the PVP mobile application after purchase,
- b. A voucher cannot be activated,
- c. A voucher did not enter into effect after the activation and the e-Pass was not created (the QR code and the code consisting of numbers and letters, type, and product category were not displayed).

A registered user of the PVP mobile application exercises their right to make a claim against the PCT within 30 days from the occurrence of the reason for the claim, further in accordance with these General Commercial Terms and Conditions.

### **5.1. Non-Delivery of Purchase Confirmation**

In case of non-delivery of the purchase confirmation and voucher by e-mail, the user undertakes to first check all folders in their e-mail box, including spam and others. If the user still does not find these items, they are then entitled to contact PCT at: [praguevisitorpass@prague.eu](mailto:praguevisitorpass@prague.eu) or through contact form on the website.

### **5.2. Complaint**

User can file a complaint related to the provision of the services by the PCT using the e-mail address [praguevisitorpass@prague.eu](mailto:praguevisitorpass@prague.eu) or fill out the contact form in Contacts section of the website. In order for a complaint to be processed by PCT, the user must provide their first and last name, telephone and e-mail contact, order number, voucher number or identifier number, and the reason for the complaint.

## **6. Final Provisions**

In addition to the Czech language version, these General Terms and Conditions are published also in other language versions. In case of any discrepancy between the individual language versions, the currently effective version in the Czech language takes precedence.

All contractual relations between PCT on the one hand and the user on the other hand are governed by the laws of the Czech Republic and these General Terms and Conditions or other PCT's regulations, to which the relevant person has consented. Should any provision of these General Terms and Conditions become invalid or unenforceable, this will not affect the validity and enforceability of other provisions of these General Terms and Conditions. The General Terms and Conditions and all other documentation related to the PVP system are published on the website.

At the time of concluding the purchase of the PVP Voucher, the user accepts all provisions of these General Commercial Terms and Conditions in the wording valid on the day of purchase, including the price of the ordered product stated in the confirmed order, unless demonstrably agreed otherwise in a specific case. By confirming and submitting the order, the user declares that they have read the wording of the General Terms and Conditions.

Relationships and any disputes that may arise in connection with the PVP system utilization will be resolved exclusively in accordance with the laws of the Czech Republic and will be resolved by the competent courts of the Czech Republic. Any disputes between the PCT and user can also be resolved out of court in the event of failure of communication with the PCT. In such case, the user – consumer can contact the subject of out-of-court dispute resolution, which is, for example, the Czech Trade Inspection Authority, or resolve the dispute on-line via a dedicated ODR platform (address: Česká obchodní inspekce, Ústřední inspektorát - oddělení ADR, Štěpánská 15, 110 00 Praha 1; [www.coi.cz](http://www.coi.cz), [www.adr.coi.cz](http://www.adr.coi.cz); [adr@coi.cz](mailto:adr@coi.cz); telephone: +420 222 703 404). This right can be exercised by the user – consumer no later than 1 year from the day when they first exercised the right being the subject of the consumer dispute.

Should any provision of the General Commercial Terms and Conditions be or become invalid or ineffective, such invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and amendments to these Commercial Terms and Conditions require a written form.

The user expressly agrees that PCT reserves the right to change the General Terms and Conditions in accordance with Section 1752 of Act No. 89/2012 Coll., Civil Code, as amended. The user agrees that such a change in the General Terms and Conditions will be notified to them by publication on the website. Any change to the General Commercial Terms and Conditions will not take effect earlier than ten (10) days after its publication on the website.

*These General Commercial Terms and Conditions in the aforementioned wording enter into effect on 1 August 2022.*