

## Commercial Terms

of state-funded organization Czech Philharmonic Orchestra / Galerie Rudolfinum,

Registered office: Alšovo nábřeží 12, Prague 1, Postal Code 110 00

Identification number: 00023264

Registered with the Ministry of Culture of the Czech Republic under File No. 5262/93 for the sale of tickets, membership in GR clubs and catalogues to exhibitions in the sales locations of Galerie Rudolfinum, and via the on-line store at [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz).

## 1.Introductory Provisions and Definitions of Terms

1.1.These Commercial Terms (hereinafter the “**Commercial Terms**”) of state-funded organization Czech Philharmonic Orchestra / Galerie Rudolfinum, registered office: Alšovo nábřeží 12, Prague 1, Postal Code 110 00, identification number: 00023264, Registered with the Ministry of Culture of the Czech Republic under File No. 5262/93 (hereinafter also the “**seller**”) regulate the mutual rights and obligations of the Contracting Parties arising in relation to, or on the basis of the purchase agreement concluded between the seller and another individual or legal entity (hereinafter also the “**Buyer**” or “**Visitor**”) in the sales locations of the seller and via the internet store of the seller. The internet store is operated by the seller at internet address [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz) via a web interface (hereinafter also the “**web interface of the store**”).

1.2.The Commercial Terms also regulate the rights and obligations of the Contracting Parties in purchasing goods and services at the sales locations of the seller and via the website of the seller at address [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz) (hereinafter the “**website**”) and other related legal relationships.

1.3.Provisions different from the Commercial Terms can be agreed to in the purchase agreement. Different arrangements in the purchase agreement shall take precedence over the provisions of the Commercial Terms.

1.4.The provisions of the Commercial Terms are an integral part of the purchase agreement. The purchase agreement and the Commercial Terms are written in the Czech and English languages. The purchase agreement may be concluded in the Czech and English languages.

1.5.The “**Visitor**” is an entity that concluded with the Czech Philharmonic Orchestra / Galerie Rudolfinum a purchase agreement for a ticket to an exhibition organized by Galerie Rudolfinum (hereinafter also “**GR**”), membership in GR clubs or catalogues to exhibitions at the Galerie Rudolfinum cash desk in the Rudolfinum building (Alšovo nábřeží 12, Prague 1), via the internet at [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz) or in the networks of contractual vendors (e.g. Ticketportal, Ticketpro...).

1.6.A “**regular ticket**” is a ticket printed at the Galerie Rudolfinum cash desk at Rudolfinum and in areas intended for the printing of tickets.

1.7.An “**E-ticket**” is a ticket that a Visitor receives in PDF format that they can print out on a printer, always after ordering and payment for the ticket via the internet at [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz).

1.8.The wording of the Commercial Terms may be amended or supplemented by the seller. These provisions do not affect the rights and obligations arisen during the duration of effect of the previous wording of the Commercial Terms.

1.9.By purchasing goods, services or entry to an exhibition, the Visitor undertakes to adhere to these Commercial Terms. The Commercial Terms are binding for both Parties. The version of the Commercial Terms valid on the date of the payment of the purchase price for the goods or services shall be decisive.

1.10.The entry fee and payment for membership are exempt from VAT pursuant to Section 61, letter e), Act No. 235/2004 Coll., on Value Added Tax.

## 2.Ticket Purchase

2.1.A Visitor may purchase tickets to exhibitions at the Czech Philharmonic Orchestra / Galerie Rudolfinum cash desk (Alšovo nábřeží 12, Prague 1) and pay for them in cash or by card, or via the internet using the following types of payment cards: MasterCard, MasterCard Electronic, Maestro, Visa, Visa Electron, American Express, JCB Cards, V Pay and Diners Club International.

2.2.In the event of the purchase of a ticket via a membership card in GR clubs, the price of the ticket shall be deducted from the membership account of the Visitor. If the Visitor does not have a membership card in GR clubs with them at the time of purchase of goods or services, it can be found in the cash system of Galerie Rudolfinum after the relevant identification is provided, from which it will be possible to verify the personal data of the Visitor.

2.3.Every ticket is unique and is intended for a one-time admission always only for the exhibitions specified on the ticket for the duration of the exhibitions; the ticket cannot be used for any exhibition other than the exhibition specified on the ticket.

2.4.Unless these Commercial Terms expressly stipulate otherwise, a paid entry fee shall not be returned. A purchased ticket shall not be exchanged. Tickets shall not be exchanged or replaced in the event of damage, loss or theft.

2.5.After purchasing a ticket, the Visitor shall be obliged to check the correctness of the data on the ticket. Later claims shall not be taken into consideration.

2.6.Counterfeiting of tickets or vouchers for entry is a criminal offense.

2.7.The Czech Philharmonic Orchestra / Galerie Rudolfinum shall not be responsible for any difficulties caused by unauthorized use or copying of tickets or E- tickets. A ticket or E-ticket shall be invalid if the data necessary for checking are not evident from the ticket, or if it was modified in any way.

2.8.The Czech Philharmonic Orchestra / Galerie Rudolfinum shall not be obliged to issue duplicates of tickets to a Visitor if the Visitor loses his or her ticket. If a duplicate is issued, the original ticket shall no longer be valid.

2.9.Gift tickets may only be used during the period for which they are valid, i.e. as tickets for one exhibition in the large gallery and one exhibition in the small gallery.

2.10.Every ticket shall be valid for one free admission to a selected accompanying program.

## 3.Discounts

3.1.The Czech Philharmonic Orchestra / Galerie Rudolfinum provides the following types of discounts:

- membership in GR clubs
- journalists
- seniors (63+)
- students
- subscribers of the Czech Philharmonic Orchestra
- ISIC, ITIC, AICA, IAA/AIAP, INSEA, UHS, and ARTcard card holders

Free admission:

- members of the Open Dialogue Club
- children up to the age of 15
- ZTP and ZTP/P (severe disability) card holders and their accompaniment (1 person)
- ICOM card holders

3.2.A discount may only be recognized and deducted from the entry fee upon submission of a valid document entitling the Visitor to a discount. A Visitor must announce the exercising a claim to a discount prior to purchase of tickets. Later application of a discount will be disregarded.

3.3.A Visitor who presents at the entrance to an exhibition a ticket or E- ticket to which a discount to an entry fee applies that is specified in the valid entry fee price list, shall be obliged, upon request, to prove his or her entitlement to the discount via the relevant document, i.e. by submitting a valid document entitling the Visitor to the discount. In the event that the Visitor is unable to prove the legitimacy of the entitlement to a discount **when the ticket is checked at the entrance to the hall**, the Visitor shall not be let in to the exhibition.

3.4. Individual discounts provided by the Czech Philharmonic Orchestra / Galerie Rudolfinum shall not be added up.

#### **4. Purchase and payment for tickets, membership in GR clubs and catalogues issued by Galerie Rudolfinum purchased over the internet**

4.1. When purchasing Galerie Rudolfinum goods and services over the internet, the Visitor shall not be invoiced any handling charge beyond the current price.

4.2. When purchasing Galerie Rudolfinum goods and services over the internet, several items (a maximum of 10) can be purchased via one transaction.

4.3. The Visitor may choose from two payment methods to pay for his or her order: cash on delivery or card payment.

4.4. If the Visitor chooses a card payment, after completing the order, the Visitor will be redirected to the secured GP Webpay payment gateway, via which the Visitor will make the payment or choose a different payment method.

4.5. Via the GP Webpay payment gateway, the Visitor enters all of the data necessary for payment of the purchase price for the requested ticket.

4.6. The Czech Philharmonic Orchestra / Galerie Rudolfinum shall not be responsible for the course of the payment in the GP Webpay payment gateway.

4.7. After the payment is made via the GP Webpay gateway, the Visitor will be redirected back to the Galerie Rudolfinum website, where the Visitor will be shown a confirmation of the transaction.

4.8. After the payment of the purchase price and the successful completion of the order, an e-mail message will be sent to the Visitor with a confirmation of the transaction containing data on the purchased goods and services. This e-mail message does not replace a regular ticket or membership card in GR clubs. A ticket to an exhibition, membership card in GR clubs or the catalogue to an exhibition will be transferred to the Visitor in the agreed manner.

4.9. When purchasing membership in GR clubs over the internet, it will be necessary to enter the date of the beginning of membership in the comments.

4.10. In the event of the purchase of membership in a GR Club for a third party, during first use, it will be necessary to personally activate the club card at the Galerie Rudolfinum cash desk.

#### **5. Pick up of purchased tickets, membership card in GR clubs or catalogue to an exhibition**

5.1. If the Visitor decides to pick up purchased goods in person, the Visitor will pick up a ticket to an exhibition or membership card in GR clubs at the Galerie Rudolfinum cash desk and a purchased catalogue at the gallery store.

5.2. After making a purchase, the Visitor will receive an email message that contains a unique purchase number. The Visitor will provide the unique purchase number at the Galerie Rudolfinum cash desk or at the gallery store at Rudolfinum (Alšovo nábřeží 12, Prague 1). The staff at the cash desk or store will give the purchased goods to the Visitor on the basis of the number.

5.3. In the event that the Visitor does not pick up the purchased goods within 2 months from when they are purchased, the goods will be forfeited to the Czech Philharmonic Orchestra / Galerie Rudolfinum without compensation.

5.4. In the event that the visitor chooses cash on delivery for the goods, to the price of the goods shall be added the amount for postage on cash on delivery, the amount of which is specified during the payment process.

5.5. The Czech Philharmonic Orchestra / Galerie Rudolfinum shall not be responsible for incorrect data entered by the Visitor when making a purchase via website [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz).

#### **6. Other Terms, Visitation Rules**

6.1. The Visitor shall be permitted entry to all of the Galerie Rudolfinum exhibition areas after submitting a valid ticket. For security reasons, the number of Visitors at one time may be limited during individual expositions and exhibitions. Visitors shall be obliged to follow the instructions of the Galerie Rudolfinum staff and the security staff. The Visitor can find information about entitlement to a discount on the entry fee or free entry from the ticket sales cash desk.

6.2. The Visitor shall be obliged to keep the valid ticket with them for the entire duration of his or her visit to an exhibition.

6.3. Prior to entering the exhibition areas, the Visitor shall be obliged to leave all items of dimensions greater than 30x40 cm or longer than 40 cm in the cloakroom free of charge. Visitors may bring purses into the hall and large shoulder bags are also acceptable, but only if they are closed. Visitors can also leave outer garments such as coats and jackets in the cloakroom. If Visitors do not wish to leave their clothing in the cloakroom, it is acceptable that they view the exhibition wearing a top garment. Visitors who enter the hall with garments held in their hands will be asked to leave them in the cloakroom or to put them on. Valuable items (documents, cameras, video recorders, etc.) can be stored in the cloakroom in lockable safety boxes, or Visitors may take them into the exhibition area in a special designated bag available in the cloakroom.

6.4. It is prohibited to enter exhibition areas with weapons or to let in any animals, with the exception of guide dogs for the disabled.

6.5. Upon entry to the hall, the Czech Philharmonic Orchestra / Galerie Rudolfinum or its designated organizing service is authorized to carry out security checks, including an inspection of objects brought into the Rudolfinum building.

6.6. Visitors are not permitted to consume food or beverages in Rudolfinum in areas other than those exclusively designated and labelled as such.

6.7. By entering an exhibition hall, a press conference or an exhibition opening, the Visitor grants to the Czech Philharmonic Orchestra / Galerie Rudolfinum consent, and the Visitor agrees that in relation to the fact that a specific event is held in the Rudolfinum building, photographs and audio-visual recordings of the Visitor may be acquired which may be subsequently used. There is no remuneration or compensation for the taking and use of such photographs and audio-visual recordings. This consent also applies to minors accompanied by the Visitor.

6.8. Visitors shall be obliged to follow the rules stipulated by the Czech Philharmonic Orchestra / Galerie Rudolfinum for use of the Rudolfinum premises. The rules are posted on the Rudolfinum premises, in the Galerie Rudolfinum cloakroom, at [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz) or upon request from the exhibition area security, including instructions posted via pictograms. Visitors are obliged to respect the instructions of the organizer and the security and fire service, and to follow such instructions.

6.9. It is strictly forbidden to touch exhibits, frames, stands and display cases, or to approach them at a distance of less than 30 cm. Visitors may only touch exhibits that are marked accordingly.

6.10. It is not permitted to make phone calls in the exhibition halls, and it is not permitted to bring food or beverages (not even water in plastic bottles) into the exhibition halls. It is not permitted to eat, drink and smoke in the exhibition halls. Visitors can purchase refreshments at Café Rudolfinum in the Hall of Columns of the Rudolfinum vestibule.

6.11. It is not permitted to take photographs and make audio and video recordings of exhibited works in the exhibition areas. In the event of unauthorized acquisition of such recordings, the Galerie Rudolfinum security shall be entitled to request that the acquired recordings be deleted. Detailed information about photography is provided by the editorial and press department of Galerie Rudolfinum.

6.12. Wheelchair access to Galerie Rudolfinum is provided at the Rudolfinum staff gatehouse, as well as access for parents with strollers and persons with limited mobility.

6.13. Persons in significantly dirty clothing and those who may damage exposed works or jeopardize the safety of other Visitors via their behaviour shall not be allowed access to the exhibition areas, or they may be removed from the areas.

6.14. Visitors shall be obliged to always listen to the instructions of Galerie Rudolfinum and security staff. Such instructions are issued in the interest of their safety, protection of the building and exhibits.

6.15. If a Visitor causes damages to Galerie Rudolfinum by breaching these Visitation Rules or via other unreasonable activities, a protocol shall be written up with the Visitor. If the Visitor is unwilling to prove his or her identity, the assistance of the Police of the Czech Republic shall be requested (Section 13, Act No. 283/1991 Coll., on the Police of the Czech Republic). The scope,

amount and manner of the compensation shall be determined pursuant to the relevant legal regulations.

6.16. Comments, requests, or complaints may be submitted by Visitors in writing via email at [galerie@rudolfinum.org](mailto:galerie@rudolfinum.org), or in person at address: Alšovo nábřeží 12, Prague 1.

#### **7. Protection of Personal Data**

7.1. The Processing of personal data of the Visitor in connection with or on the basis of a purchase contract concluded between the Czech Philharmonic Orchestra / Galerie Rudolfinum and the Visitor takes place in accordance with generally binding legal regulations, and the Czech Philharmonic Orchestra / Galerie Rudolfinum has issued Principles of Personal Data Processing as part of the fulfilment of its information obligation toward data subjects; these are available on the Galerie Rudolfinum website.

7.2. The Visitor's personal data is processed for the purpose of implementing a contractual relationship, in particular Internet sales and membership in the GR Club, for the purpose of providing information on membership in the GR Club and GR programmes for purposes of complaints or information on a cancelled accompanying program and obtaining feedback from the Visitor regarding the fulfilment of GR for the benefit of the Visitor. The Czech Philharmonic Orchestra / Galerie Rudolfinum guarantees that all of the personal data of the Visitor is strictly confidential and will only be used in accordance with generally binding legal regulations.

7.3. The persons concerned are obliged to report to the Czech Philharmonic Orchestra / Galerie Rudolfinum changes in personal data that are decisive for the exercising of benefits of membership in GR Club, and to prove them in a suitable way; otherwise they cannot be implemented.

#### **8. Claims Terms and Conditions**

8.1. Purchased tickets cannot be returned and no compensation is provided for lost tickets.

8.2. In the event that a Visitor purchases tickets or membership in GR clubs using a payment card at the cash desk, or makes a purchase on the Galerie Rudolfinum internet store and the incorrect price is deducted from his or her account, the Visitor shall only be entitled to claim such a fact with the bank that issued the payment card that the Visitor used to pay for the tickets, if the Visitor does not claim such a fact at the Galerie Rudolfinum cash desk on the day when the ticket was paid for.

8.3. The Czech Philharmonic Orchestra / Galerie Rudolfinum reserve the right to change accompanying programmes and performing and exhibiting artists.

8.4. Gift tickets, honorary tickets and discounted tickets issued on the basis of contractual terms with contractual partners of the Czech Philharmonic Orchestra and Galerie Rudolfinum, and for the promotional purposes of Galerie Rudolfinum, cannot be exchanged for others or redeemed for cash. Any additional discounts or bonuses do not apply to these tickets.

8.5. If an accompanying program to an exhibition is cancelled to which a Visitor has already purchased a special ticket, the entry fee shall be returned to the Visitor if the Visitor stops by the cash desk where he or she purchased the ticket without undue delay, at the latest within two months from the date of the cancelled accompanying program.

8.6. If the date of an accompanying program is changed for which a Visitor purchased a special ticket, the Visitor will be offered a replacement ticket for a new date for the relevant accompanying program, or the paid amount will be returned to the Visitor if the Visitor stops by the Galerie Rudolfinum cash desk without undue delay, at the latest by the date the replacement accompanying program is held.

#### **9. Closing Provisions**

9.1. These Commercial Terms are valid for all business cases concluded between the Czech Philharmonic Orchestra / Galerie Rudolfinum, the state-funded organization and the Visitor.

9.2. These Commercial Terms are written in the Czech and English languages. In the event of a dispute between both language versions, the Czech version of the Commercial Terms shall be decisive.

9.3. The Czech Philharmonic Orchestra / Galerie Rudolfinum reserve the right to change these Commercial Terms at any time. The Czech Philharmonic

Orchestra / Galerie Rudolfinum shall publish a change thereto in a suitable manner on website [www.galerierudolfinum.cz](http://www.galerierudolfinum.cz)

These Commercial Terms shall come into effect on 28 May 2018.