

GENERAL TERMS AND CONDITIONS, AND CONDITIONS OF THE IMAGINATION EVENT

You are reading the General Terms and Conditions ("**Terms and Conditions**") of Beatworx s.r.o., Company ID: 082 62 021, with its registered office at Prokopova 148/15, Žižkov, 130 00 Prague 3, a company entered in the Commercial Register at the Municipal Court in Prague under file no. C 315901 ("**we**" or "**Promoter**").

We promote Imagination festivals and events, which take place throughout the year ("**Events**"). You can buy tickets to the Events ("**Ticket**") via our website www.imaginationfestival.com ("**Website**").

These Terms and Conditions apply in the following cases:

- if you are buying a Ticket for an Event as a buyer and we are selling it to you as a seller and then you go to the Event, which we promote, as a visitor,
- if you are buying a Ticket for an Event as a buyer for someone else and we are selling it to you as a seller, but you do not plan to go to the Event using that Ticket;
- if you are attending an Event, which we promote, as a visitor but someone else has bought your Ticket.

In all three cases, we enter into a Leisure Contract ("**Contract**") with each other.

We recommend that you read the Terms and Conditions in their entirety. If for some reason you don't feel like doing so, we have prepared a summary of the most important points.

- Our Events are only open to visitors over 18.
- Tickets are generally non-transferable.
- Some of our Events are cashless, we use the [NFCtron](#) system. Before the Event, always make sure that you can only pay at the Event via NFCtron or other methods such as cash or card payment.
- It is important that you provide accurate, correct and truthful information in your Order. Otherwise, you may not receive your Ticket at all.
- The Contract is concluded at the moment of sending confirmation of receipt of the Order (we describe the Order in the Terms and Conditions below) by us.
- You are obliged to comply with both the [Visitor Rules](#) as well as the organiser's instructions at the Event. Otherwise you may be banned from the Event.
- We have the right to change the programme of the Event.
- Normally, as a consumer who shops on the internet, you have the right to withdraw from a contract concluded via the internet within 14 days of delivery of the goods. However, you do not have this right when you purchase Tickets because the Event is due to take place on a specific date. The Contract is therefore subject to a statutory exception. Tickets are not refundable.
- If you choose a Payment Plan and you do not pay the Admission Fee on time, the installment you paid for the booking will not be refunded.
- Should you have any question, contact us by e-mail at info@beatworx.cz. We are here for you and will be happy to help you with anything.
- Your personal data is safe with us. You can find out more about how we process it [here](#).

1. How to order a Ticket?

- 1.1. **Choosing a Ticket.** On the Website, select the Event you are interested in and add the Ticket to your basket. For some Events, there may be a maximum limit of Tickets that can be purchased by one buyer.
- 1.2. **Easol platform.** For the sale of tickets, we use the [Easol platform](#). To purchase a Ticket, you can create your account on this platform.

- 1.3. **Ordering goods.** The Order Form contains information about the Ticket, the Admission Fee, your details and other information about the Contract ("**Order**"). You are free to check and change any details as necessary before submitting the Order. To submit the Order, click on the "Checkout" button. We consider the information provided in the Order to be correct. It is essential that you complete all your details before submitting your Order and confirm that you have read these Terms and Conditions and agree to be bound by them.
- 1.4. **Order confirmation.** Upon receipt of your Order, we will confirm its acceptance by email ("**Confirmation**") and send you these Terms and Conditions in pdf format together with the Confirmation. The Contract is concluded at the moment of sending the Confirmation. If the nature of the Order is unusual, we may ask you for additional confirmation of the Order, in which case the Contract is concluded between us upon receipt of your Confirmation.
- 1.5. **Data contained in the Order.** You are obliged to provide true and complete information in the Order; if you provide incomplete or false information, we will not be liable for any damage caused by this (e.g. you will not be admitted to the Event). You are responsible for keeping all of your details up to date and if they change you must notify us of such a change if it may still affect the Contract. In the event that you do not notify us of any changes and the Ticket is not delivered to you or you are not allowed entry to the Event, you bear all risks associated with it.
- 1.6. **Costs of remote communication.** You are responsible for the costs incurred in connection with the remote communication, such as the costs of internet connection. These costs do not differ from the basic rate of your operator or internet provider.
- 1.7. **Withdrawal from the Contract by us.** We are entitled to withdraw from the Contract, in particular due to the unavailability or sell-out of Tickets. We will notify you immediately by e-mail in such a case and will refund all money, including delivery costs, received from you under that Contract by the same or any other method we agree within 14 days.
- 1.8. **Informative character of the Website.** Events advertised on the Website are primarily informative.

2. How does a Ticket work?

- 2.1. **Ticket.** Your Ticket entitles you to enter the Event.
- 2.2. **Non-transferability of a Ticket.** A Ticket is non-transferable and if your name appears on the Ticket, you may be admitted to the Event upon presentation of the Ticket and proof of identity. The name on the Ticket can be changed for a fee, please read more [here](#).

3. How do you pay us for a Ticket?

- 3.1. **Admission fee and VAT.** The price you are required to pay for a Ticket ("**Admission Fee**"), including VAT and any other taxes and charges, is always stated on the Website. We are a VAT payer.
- 3.2. **Methods of payment.** You can pay the Admission Fee via the Stripe payment gateway. The Admission Fee is deemed to be paid when the relevant amount is credited to our account or when we receive confirmation of the transaction.
- 3.3. **Payment plan.** If you are not yet sure about your attendance at the Event, but do not want to lose your place in case the Event sells out, you can just book a Ticket, pay an installment ("**Installment**") and pay the total price of the Ticket later. In that case, select a Payment Plan during the ordering process. The Payment plan is not subject to additional charges.
- 3.4. **Number of Installments.** If you order a Ticket well in advance of the Event, the Installment may be divided into several lower Installments. We understand that several months before the Event you do not want to pay a large Installment which might not be refunded when you do not know your plans and do not know whether you will be able to attend the Event. You can always find out the details in the Booking confirmation / by e-mail / in your customer account.

- 3.5. **Paying the rest of the Admission Fee in case of a Payment plan.** If you have chosen a Payment plan and paid the Installment, you must pay the full Admission Fee no later than the date specified in the Booking Confirmation. The Installment will be included in the total Admission Fee and you will pay the difference between the Installment and the total Admission Fee. This additional payment will be automatically charged to the card you entered when you ordered the Ticket. The same procedure will apply to the payment of the second Installment.
- 3.6. **Failure to collect the second Installment or additional payment of the Admission Fee in case of a Payment plan.** If we are unable to charge the second Payment or Admission Fee to your card the first time, we will attempt to process the payment again. If we are unable to process the payment again, we will send you an e-mail notification and attempt to process the payment the third time (at weekly intervals). If the payment cannot be processed in this way either, we will contact you by e-mail to ask you to enter an alternative payment method (card) in your customer account. This card must bear your name as the original purchaser of the Ticket. In the event that you do not provide us with this alternative card or payment cannot be made using that card within 10 days of our request to provide an alternative payment method, your Payment plan will be cancelled. In that case, we will not refund the Installment already paid.
- 3.7. **Term of payment.** If you do not make the payment of the Admission Fee or the first Installment within 48 hours of submitting your Order, we will automatically withdraw from the Contract by automatically cancelling your Order.
- 3.8. **Tax document.** We will issue a receipt for each payment. We will send it to the e-mail address you provided in your Order.
- 3.9. **Incorrect price.** If there is an obvious error in the stated Admission Fee (e.g. Tickets that we sell on the Website for less than 30% of the normal price), we are not obliged to supply a Ticket with such an obviously incorrect Admission Fee. In the event that the Contract has already been concluded between us with such an incorrect Admission Fee, we shall be entitled to withdraw from the Contract. We will, of course, inform you of the error without undue delay and send you a new offer by e-mail. This will be deemed to be a new draft Contract, in which case the Contract will only be concluded upon your confirmation that you agree to the new Admission Fee.
- 3.10. **Discounts.** Discounts, if any, cannot be combined.

4. How do we deliver the Ticket to you?

- 4.1. **Method of delivery.** We will deliver your ticket electronically to the e-mail address you provided in your Order, approximately 14 days prior to the Event. If you have a customer account on the Easol platform, you will also be able to find and download the Ticket approximately 14 days before the Event.
- 4.2. **Incorrect e-mail.** If you have entered an incorrect e-mail address in your Order, please send us an e-mail and we will agree how to resolve the situation. However, if the Ticket sent to the incorrect e-mail address was used, we will not be liable for any damage caused and we are not obliged to resend you the Ticket or issue a new Ticket. There may be a charge to resolve this situation. However, we will let you know the specific cost in advance.
- 4.3. **Checking the Ticket.** If you have created a user account on the Easol platform, we recommend that you check the Ticket – that it has the correct name on it and that it is for the correct Event for which you wished to purchase the Ticket.

5. Under what conditions can you resell the Ticket?

- 5.1. **Reselling a Ticket.** We understand that sometimes plans don't work out and you need to sell your Ticket to someone else. Reselling a Ticket can only be done through the Easol platform in your customer account and reselling can only be initiated by someone who has completed and submitted an Order for a specific Ticket. The Ticket you wish to resell must be fully paid for.

- 5.2. **Entering the resale.** Mark the ticket you want to resell in your Easol customer account. Enter all necessary information. Please note that neither we nor Easol guarantee that the Ticket will be sold.
- 5.3. **Refunding the Admission Fee.** If the Ticket is sold in accordance with our Terms and Conditions and the Easol Terms and Conditions, the Easol platform operator will send the Admission Fee, less a handling fee for reselling the Ticket, to your account.
- 5.4. **Easol Terms and Conditions.** Please note that the resale of Tickets is also subject to the Easol Platform Terms and Conditions, which can be found [directly on the platform](#).

6. Why can't you withdraw from the Contract within 14 days of delivery of the Tickets?

- 6.1. **Inability to withdraw from the Contract.** As a general rule, if you as a consumer conclude a contract over the internet or otherwise on a remote basis (e.g. by e-mail or telephone), you have the right to withdraw from the contract within 14 days of delivery of the goods. However, our Contract is an exception because it is a leisure contract where the Event takes place on a specific date or period. You cannot cancel the Contract we enter into together. That is why we do not enclose a withdrawal form with the Terms and Conditions. This means that the Ticket is non-refundable, but you can transfer it to another person if you wish.

7. How to behave at the Event? What are the other rules for the Event?

- 7.1. **Admission to the Event.** You will be admitted to the Event upon presentation of a valid Ticket. A Ticket becomes invalid, among other things, upon its verification by our staff at the entrance to the Event. If you have not purchased the Ticket from us but someone else has purchased the Ticket for you, the Contract between us is formed at the time you enter the Event. In this case, you are subject to the rights and obligations resulting from the Terms and Conditions which by their nature arise upon entry to the Event (rules of conduct at the Event, etc.). However, you are not subject to the rights and obligations associated with the purchase of the Ticket via the Website; these rights are vested in the person who purchased the Ticket.
- 7.2. **Verification of age.** We will also verify your age at the entry to the Event and that your name and surname match the name and surname on your Ticket. If you do not meet the age limit for being admitted to the Event or your name and surname do not match the name and surname on the Ticket, you will not be admitted to the Event.
- 7.3. **Wristband.** After presenting and verifying a valid Ticket, you will receive an identification wristband which you are required to wear visibly (e.g. on your wrist). The wristband entitles you to enter the Event area with the option to leave and return at any time (this does not apply to events with one-time entry - information will be provided at the entrance to the event or on our website).
- 7.4. **Exclusion from the Event.** If you behave inappropriately at the Event (such inappropriateness will be judged by us), you will be ordered to leave the Event without any refund or discount on the Admission Fee. In particular, we consider inappropriate behaviour to be behaviour that is contrary to standards of good morals or is in any way offensive or harassing to third parties or in breach of these Terms and Conditions.
- 7.5. **Visitor Rules, organisers' instructions.** At each of our Events, the Visitor Rules apply. You will find them on the Website and in a shortened version at the entrance to the Event and you are obliged to comply with them. If you breach the Visitor Rules or the organiser's instructions, you may be ordered to leave the Event without refund of the Admission Fee or any part thereof.
- 7.6. **Change of programme.** We have the right to change or modify the Event programme in any way. In that case, you are not entitled to a refund of the Admission Fee.
- 7.7. **Change of venue.** We have the right to change the venue of the Event. In that case, we will inform you of the new venue by e-mail.

- 7.8. **Change of date.** We have the right to change the date of the Event. In that case, we will inform you of the new date and if it is not convenient for you, you have the right to withdraw from the Contract. You should send us an e-mail informing us that you are withdrawing from the Contract due to the change in the date of the Event, together with your Ticket number and the account to which you wish your Ticket to be refunded. If your withdrawal from the Contract is justified, we will refund your Admission Fee within 14 days of receipt of the notice of withdrawal to the account you have specified and we will invalidate the Ticket. In the event that the date of the Event is changed due to a reason beyond our control as a result of force majeure (e.g. natural disaster, epidemic, decision of a public authority), you are only entitled to exchange the Ticket for a voucher for another of our Events.
- 7.9. **Cancellation of the Event.** If the Event is cancelled, we will notify you by e-mail sent to the address you provided in your Order. In that case, we will refund the Admission Fee within 30 days of sending you the cancellation notice to the bank account from which you paid the Admission Fee. In the event of definite cancellation of the Event due to a reason beyond our control as a result of force majeure (e.g. natural disaster, epidemic, decision of a public authority), you are only entitled to exchange your Ticket for a voucher for another Event.
- 7.10. **Related costs.** In the event of cancellation of the Event, change of the date or venue of the Event or other changes relating to the Event, you will not be entitled to reimbursement of any costs incurred by you in connection therewith (e.g. reimbursement of travel expenses).
- 7.11. **Cashless Event.** Some of our Events are cashless, we use the [NECtron](#) system. You will therefore need to add credit through this system to pay for and buy refreshments or merchandise at the Event. Always check before the Event how you can pay at the Event.
- 7.12. **Photographs.** Only those who have our express permission to make photos at the Event are permitted to do so. Unless we agree otherwise, you do not have this permission.
- 7.13. **State of health.** Before entering the Event, you must carefully consider your state of health and whether you are able to attend the Event.
- 7.14. **Legislation.** You are obliged to comply with legal regulations at the Event.
- 7.15. **Addictive substances, smoking, fire and animals.** The use of any addictive or psychotropic substances is prohibited at the Event, except for alcoholic beverages sold on the Event site. Smoking is prohibited in the enclosed areas of the Event. It is forbidden to handle open fires on the Event site. Animals are not allowed at the Event.
- 7.16. **Your liability.** Each visitor to the Event is fully liable for any damage they cause to themselves, us or third parties during the Event.
- 7.17. **Our liability.** We are fully liable for damage caused to the natural rights of an individual (such as health or life) and for damage caused intentionally or through gross negligence. In other cases, we are only liable for direct damages up to the amount of the Admission Fee paid. We shall not be liable for compensation for loss of profit, non-pecuniary damage or for the cost of purchasing a substitute service or product (unless these are cases that cannot be excluded under applicable law). We are also not liable for damage arising in connection with or as a result of an unexpected and unforeseeable event that we could not have prevented and that we did not cause. We shall not be liable for any items brought onto the Event site unless such items have been deposited in a place designated for that purpose.

8. What rights do you have if the Event is defective?

How to file a claim concerning the Event?

- 8.1. **Defective Event.** If you buy a Ticket and the Event has any defects (its extent or quality does not comply with the agreed terms and conditions), you are entitled to file a claim in accordance with the law.
- 8.2. **How to file a claim.** Please send your claim to us by e-mail or by letter to our address. Please include your contact details with your claim, describe what you are complaining about, how you want the claim to be settled and that we have provided you with the services of the Event. When you file a claim, we will issue you with an electronic confirmation stating the date of the claim, its content, the manner in which the claim is to be settled and your contact details.

What can you request?

- 8.3. **Your claims.** If we are able to remove the defect, you may ask us to (1) correct it, (2) complete what is missing, or (3) ask for a reasonable discount on the Admission Fee.
- 8.4. **If the defect cannot be removed.** If we are unable to remove the defect, you may require us to (1) make a reasonable reduction in the Admission Fee, or (2) withdraw from the Contract.

Until when can you file a claim?

- 8.5. **Time limit for claims.** You must file a claim concerning a defect as soon as possible after you discover it, but no later than 6 months after acceptance of the performance. We will issue a claim report when you file the claim.

What is the process of handling a claim?

- 8.6. We will handle a claim and remove the defect as soon as possible, but no later than 30 days after you file the claim, unless we agree in writing with you that it will take longer. If we do not meet the 30-day time limit for settling the claim, you may withdraw from the Contract. In case of a justified claim, you are entitled to reimbursement of the necessary costs, which you must ask us for no later than one month after the end of the time limit for making a claim. Once the claim has been settled, we will issue you with a confirmation of the settlement of the claim.

What if something unexpected happens?

- 8.7. Defective performance does not refer to an obstacle caused by force majeure, i.e. circumstances whose origin, course or effect is not dependent on our will, action or procedure.

What cannot be considered defects in the Event?

- 8.8. **Tickets not purchased via the Website.** We are not responsible in any way for Tickets purchased otherwise or through channels other than the Website. You may not be admitted to the Event upon presentation of Tickets purchased from other persons or through channels other than the Website.
- 8.9. **Damaged Ticket.** If you damage, destroy or invalidate the Ticket in any way, you will not be entitled to a new Ticket, admission to the Event or a refund or discount on the Admission Fee.
- 8.10. **Change of programme.** As stated above, the programme is subject to change. Therefore, the change of the programme of the Event cannot be considered as a defect of the Event.
- 8.11. **Subjective expectations.** If the Event did not meet your subjective expectations and it was not what you imagined, it shall not be considered a defect of the Event.

And what if there's something wrong with the Ticket?

- 8.12. **Errors on the Ticket.** If there are any errors on the Ticket other than those caused by you entering incorrect information in the Order, and were caused by us, please let us know and we will promptly correct them.

9. What are our other rights and obligations with respect to each other?

- 9.1. **Complaints.** We handle your complaints via a contact email address. We will send you information about the handling of your complaint to your email address.
- 9.2. **Czech Trade Inspection Authority.** Consumer disputes arising from a sales contract shall be settled by the Czech Trade Inspection Authority, with its registered office at Štěpánská 44, 110 00, Prague 1, Company ID: 000 20 869, internet address: www.adr.coi.cz. The procedure will only be initiated at your request, in the event that we are unable to resolve the dispute directly. You can file an application within 1 year from the date you first exercised your right with us.
- 9.3. **European Online Dispute Resolution platform.** To resolve disputes arising from the Contract, it is possible to use the online platform located at <http://ec.europa.eu/consumers/odr>.

9.4. **Licences and authorities.** We are authorised to provide services on the basis of a trade licence. Trade control is carried out by the competent trade authority within the scope of its competence. Supervision over the protection of personal data is carried out by the Personal Data Protection Office. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Sb., on Consumer Protection, as amended, to the defined extent.

9.5. **We communicate by e-mail.** All written correspondence may be delivered by e-mail.

10. What to say in conclusion?

10.1. **Copyright and other rights.** You do not acquire any of our intellectual property rights or the rights of third parties, in particular copyrights, industrial rights, nor are you granted any licence or other permission to use the names, characters, symbols, logos, marks or other features of the Event.

10.2. **Terms and Conditions and the Contract.** These Terms and Conditions apply to Contracts entered into between us and you through the Website. These Terms and Conditions are an integral part of the Contract. In the event of a conflict between the Terms and Conditions and the Contract, the provisions contained in the Contract shall prevail.

10.3. **Change in the Terms and Conditions.** We may change and amend these Terms and Conditions, and you can always find the current version on the Website. However, the amendments do not affect any rights and obligations that have accrued during the effective period of the previous version of the Terms and Conditions.

10.4. **Language and law.** These Terms and Conditions are in the English language and the Contract between us is also concluded in the English language. The Contract and the Terms and Conditions are governed by the Czech law, in particular by Act No. 89/2012 Sb., the Civil Code, as amended, and Act No. 634/1992 Sb., on Consumer Protection, as amended. If the relationship established by the Contract (including the Terms and Conditions) contains a foreign (international) element, then we have agreed that the relationship is governed by the Czech law. This does not affect the rights you have as a consumer under applicable law.

10.5. **Archiving the Contract.** Confirmation of the conclusion of the Contract will be sent to you by e-mail. The Contract itself, including these Terms and Conditions, is archived in electronic form and is not publicly available. If you need it, please email us and we will be happy to send it to you.

10.6. **Rights in the Website.** All our rights in the Website, in particular the copyright in the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to us. You are not allowed to copy, modify or otherwise use the Website or any part of it without our consent or in contravention of its purpose – i.e. for the purpose of purchasing a Ticket. We shall not be liable for any errors resulting from third party interference with the Website or use of the Website contrary to its intended purpose.

10.7. **Code of conduct.** We are not bound by any codes of conduct in our relationship with you.

These Terms and Conditions shall apply as of May 28, 2024.