

Business Terms and Conditions for Electronic Sale of E-tickets

Basic Information

E-commerce operator: ZOO Dvůr Králové a.s.
Registered office of the company: Štefánikova 1029, Dvůr Králové nad Labem, 544 01
Id. No.: 27478246

Registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section B, File No. 2443.

Seller: ZOO Dvůr Králové a.s.
Registered office of the company: Štefánikova 1029, Dvůr Králové nad Labem, 544 01
Id. No.: 27478246

Registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section B, File No. 2443.

Delivery e-mail address: webticket@zoodvurkralove.cz
telephone contact: +420 499 329 515

1. General Provisions

1.1. These Business Terms and Conditions (BTC) shall apply to the purchase of electronic tickets to the SAFARI PARK premises, i.e. the zoo operated by the Seller (hereinafter referred to as E-ticket), within the system for electronic sale of E-tickets (hereinafter also referred to as webticketing or on-line ticket sale) located at the following internet address: <https://zoodvurkralove-install.axess.shop/cs/>. The BTC govern the mutual rights and obligations of the Parties arising between the seller ZOO Dvůr Králové a.s. (hereinafter referred to as the "Seller") and another natural or legal person (hereinafter referred to as the "Buyer"). All contractual relationships are concluded in accordance with the legal order of the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code (hereinafter referred to as the Civil Code), and Act No. 634/1992 Sb., on consumer protection (hereinafter referred to as the Consumer Protection Act).

1.2. The provisions of the BTC are an integral part of the purchase contract and are binding on the Parties to the contractual relationship. The purchase contract and the BTC have been drawn up in the Czech language. The purchase contract may be concluded in the Czech language. The Seller provides the Buyer with the purchase contract and the BTC in text form by making the text version of the BTC available on the Seller's website at: <https://zoodvurkralove-install.axess.shop/cs/>.

1.3. The Seller shall have the right to modify and change the BTC. A valid and effective version of the BTC shall always be posted on the Seller's website at: <https://zoodvurkralove-install.axess.shop/cs/>. This provision shall in no way affect the rights and obligations arising during the period of effectiveness of the previous version of the BTC.

1.4. Prior to ordering the tickets, the Buyer is provided with the BTC in the text form on the webticketing website, and by ordering the tickets, the Buyer confirms that he/she is fully acquainted with the full text of the BTC and that he/she agrees to them as an integral part of the contractual relationship.

1.5. The concluded contract shall be archived by the Seller for the purpose of its successful performance and shall not be accessible to third parties. The details of the individual technical steps leading to the conclusion of the contract are apparent from the ordering process on webticketing.

2. Communication to the Consumer Prior to Concluding the Contract and Conclusion of the Purchase Contract

2.1. Well in advance before the consumer makes a binding offer, or before the conclusion of the contract, the Seller shall clearly and understandably communicate to the Buyer – consumer:

- a) the details of the Seller's identity, including the address of the registered office and business premises, telephone contact and electronic mail delivery address
- b) the designation of the goods and the description of their main characteristics to the extent according to their nature,
- c) the total price of the goods, including all taxes, fees and similar monetary performances, or the price calculation method,
- d) the method of payment, method and time of delivery,
- e) the cost of delivery or an indication that such costs may be charged additionally,
- f) information on the rights arising from defective performance or the warranty for quality, after-sales service, if applicable,
- g) information on the cost of the means of distance communication, if different from the basic rate,

- h) the conditions, time limit and procedure for exercising the right to withdrawal from the contract, or the indication that the consumer does not have the right to withdraw from the contract,
- i) information on the existence of rights arising from defective performance,
- j) information on the existence, method, and conditions of out-of-court resolution of consumer disputes, including an indication of whether a complaint can be raised with a supervisory body or state supervision authority.

2.2. Through the E-ticket electronic sales system, the Buyer may order and purchase only those selected types of tickets that the Supplier presents on the website www.safaripark.cz under the “buy your ticket online” link.

2.3. The type of ticket that is not presented by the Seller on webticketing cannot be ordered and purchased through the E-ticket electronic sales system and the Buyer can purchase such tickets in person at the Seller’s ticket offices or on-site at the entrance to individual events and services, or according to the offer in the e-shop at www.safaripark.cz.

2.4. The presentation of E-tickets on webticketing does not constitute an offer to conclude a contract within the meaning of Section 1732 of the Civil Code. E-ticket availability shall be confirmed based on the Buyer’s order and the Seller does not always guarantee availability of the ticket on the selected date. The Buyer shall place the order using a duly completed order form published on the Seller’s website. The order shall always include confirmation of the method and address for delivery of the E-ticket and the method of payment. The order created by the Buyer on the webticketing website constitutes a proposal for the conclusion of a purchase contract. Prior to sending the order, the Buyer shall be allowed to check and change the data specified by the Buyer in the order. Immediately before completing the order, the Buyer shall be clearly and prominently advised to verify the details in the order. In order to complete the order, the Buyer must knowingly confirm that it is an order that obliges the Buyer to pay. The sent order is binding and the Customer shall be contacted by email to confirm it. The confirmation of the order by the Seller shall result in the conclusion of the Contract.

2.5. The Buyer agrees to the use of remote communication means in concluding the purchase contract. The costs incurred by the Buyer when using remote communication means in connection with the conclusion of the purchase contract (e.g. costs of internet connection, costs of telephone calls) shall be borne by the Buyer.

2.6. The Buyer expressly acknowledges and agrees that the E-ticket Purchase Contract is a contract for leisure activity within the specified time period and therefore the Buyer’s right to withdraw from the contract is excluded by law (Section 1837(j) of the Civil Code).

3. E-ticket Validity Period, E-ticket Price, and E-ticket Payment

3.1. E-ticket is valid for 1 (in words: one) day, which is indicated as the day of visit on the ticket, during the opening hours of the SAFARI PARK complex and entitles the holder to one entry and leisure activities in the SAFARI PARK complex during the period of validity.

3.2. The price of the E-ticket is always indicated on each type of ticket. Before the Customer sends the order, the total price will be calculated according to the number of E-tickets purchased, including value added tax and related fees, and the Buyer will be asked to confirm the price.

3.3. The Seller shall be entitled to change the prices of admission, including the prices of E-tickets, at any time during the year according to its needs and solely by its decision. If the prices of admission and E-tickets change between the purchase of the E-ticket and the expiry of the term of its validity, such change shall not affect the validity of the purchased E-ticket.

3.4. For the avoidance of doubt, it is expressly stated that if the Seller decides to increase the price of admission and/or E-ticket during the term of validity of the purchased E-ticket, the Buyer shall not be obliged to pay the difference between the price of the already purchased E-ticket and the current increased price when redeeming the E-ticket. If the Seller decides to reduce the price of admission and/or E-ticket, the Buyer shall not be entitled to a refund of the difference between the price of the already purchased E-ticket and the current reduced price when redeeming the E-ticket.

3.5. The Buyer shall pay the price of the ordered E-ticket (including all taxes and fees) only by online payment through the payment gateway designated by the Seller.

3.6. After payment of the E-ticket price through the payment gateway, the E-ticket shall be sent to the Buyer immediately in an electronic form in PDF format to the e-mail address specified by the Buyer in the order form.

3.7. When purchasing multiple E-tickets, the Seller recommends using the printed version of the ticket for individuals to pass through and for quick processing.

3.8. Before the planned use, always check that the tickets are in the mobile device according to the Buyer’s valid purchase procedure.

4. E-Ticket Redemption; Refund Options – Only Possible Under Conditions which are Beyond the Visitor's Control, except for Conditions Caused by Force Majeure (Weather Changes).

4.1. The Buyer shall receive the purchased E-tickets by e-mail as a PDF attachment. Each of the tickets contains a unique and unchangeable QR code, which is intended for identification on the reading devices on the turnstiles at the entrance/entry to the ZOO. Without a valid and undamaged QR code, the E-ticket is invalid.

4.2. The Buyer can print out the E-ticket or download it to his/her mobile device (smartphone, tablet) and hold the ticket with a valid QR code to the reader on the turnstile at the entrance/entry to the ZOO premises.

4.3. The e-ticket is intended for single entry or single leisure activity and cannot be reused after running it through the reading device.

4.4. The Buyer shall be entitled to return the purchased E-ticket no later than 2 calendar days before the expiry of its validity. For the avoidance of doubt, an example is given where the Buyer purchases a ticket on Saturday, 1 June, the ticket expires on Friday, 7 June, the Customer can return the ticket no later than by Wednesday, 5 June.

4.5. When returning a ticket, the Customer shall be obliged to send the Supplier an email notification of the return, including the returned E-ticket, as an attachment to the email. The Supplier shall subsequently check and deactivate the QR code and refund the price paid to the Customer to the Customer's **payment card used for the payment**. Late return of the ticket is not possible without provable reasons.

4.6. A purchased E-ticket cannot be exchanged. In case of a loss or damage, no replacement E-ticket will be provided. The Seller reserves the right to close or restrict access to the SAFARI PARK premises or the extent of accessibility due to weather conditions, operational needs, force majeure circumstances (in particular, unexpected breeding reasons, threat to the safety of persons or animals). In these circumstances, a replacement ticket will be issued to the Buyer which will be redeemable on some other date in the same year and season.

4.7. After the expiry of validity of the E-ticket, the ticket can no longer be redeemed, the Buyer shall not be entitled to its exchange or to a refund of the price paid.

5. Rights Under Liability for Defects, Claims

5.1. The Buyer shall be obliged to check the completeness and accuracy of the E-ticket immediately upon delivery (in particular the date of issue and validity, type of admission fee, price). The Customer shall be obliged to notify the Seller of any claims regarding the content immediately upon receipt, but no later than by the second working day, to the Seller's email address webticket@zoodvurkralove.cz. Later claims shall be disregarded.

5.2. Claims regarding the content of the E-ticket, especially printing errors, incompleteness or incorrectness of the data or the indication of the type of ticket shall be resolved by the Seller within three (3) working days. The Customer shall be informed of the outcome of the claim by e-mail or telephone.

5.3. Any on-site claims by the Buyer shall be disregarded if raised for the following reasons:

- a) non-receipt of confirmation due to blocking by the bank or lack of funds in the bank account
- b) non-payment for other reasons
- c) inability to access e-mail, insufficient data settings (connection) or unauthorized access to Free Wi-Fi.

6. Protection of Personal Data and Cookies

6.1. The Buyer is hereby informed and acknowledges that the Seller collects and processes personal data to the extent necessary for the provision of services – sale of products. The purpose of the processing of personal data is the proper performance of the contract and claims arising therefrom. Personal data is obtained by the Seller only through the Buyer. The Seller processes personal data only for the term of performance of the contract and the claims arising therefrom.

6.2. The processing of personal data is carried out by the Seller, but personal data may also be processed for the Seller by other entities. The processing of personal data takes place in technically and physically secure electronic information systems.

6.3. The Seller does not intend to transfer personal data to a third country or an international organisation.

6.4. Personal data may be made available to state and administrative authorities in the exercise of their legal powers in specified cases or the contractor may provide them directly to other entities to the extent provided for by a special law.

6.5. The Buyer is hereby informed that personal data will not be used for decision-making based purely on automated processing or profiling.

6.6. The Buyer is hereby informed of his/her right to request from the Supplier access to his/her personal data, its correction or deletion, its transfer or limitation of processing. More detailed information on the exercise of rights is available from the Seller.

6.7. The website www.safaripark.cz uses cookies, which are used to ensure the functionality of the website and, with the Buyer's consent, to personalize the content of the website. By clicking on the button, the Buyer agrees to the use of cookies and to the transfer of data on website behaviour for the display of targeted advertising on social networks and advertising networks on other websites. The Buyer has the option to define the scope of the consent and to withdraw the consent.

6.8. In case of doubts about compliance with the obligations related to the processing of personal data, you can also contact the Office for Personal Data Protection, with its registered office at Pplk. Sochora 27, 170 00 Prague 7, e-mail: posta@uoou.cz, WWW: <https://www.uoou.cz>.

6.9. Full and detailed information regarding personal data protection and cookies is available on the Seller's website www.safaripark.cz.

7. Final Provisions

7.1. If a provision of the BTC is or becomes invalid or ineffective, the invalid provision shall 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. Amendments and additions to the purchase contract or the Business Terms and Conditions require a written form.

7.2. The contract, including the Business Terms and Conditions, is archived by the Seller in an electronic form and is not accessible to third parties.

8. Information on Out-Of-Court Settlement of Consumer Disputes and on Supervisory Authorities

8.1. The Buyer – consumer shall have the right to out-of-court resolution of a consumer dispute arising from a purchase contract. The entity competent to resolve consumer disputes is the Czech Trade Inspection, Štěpánská 796/44, 110 00 Prague 1, (internet: www.coi.cz) or any other entity authorised by the Ministry of Industry and Trade. The procedure for out-of-court resolution of consumer disputes is regulated in detail in the Consumer Protection Act.

8.2. Supervision over the protection of the Buyer - the consumer is exercised mainly by the Czech Trade Inspection Authority (Internet: www.coi.cz) and, to a limited extent, by other government authorities.