

# Terms of trade

## Ticket purchase on the [www.colours.cz](http://www.colours.cz) website

### 1. INTRODUCTORY PROVISIONS

#### 1.1 Seller

1.1.1 The organizer and seller under these Terms and Conditions and the operator of the website "[www.colours.cz](http://www.colours.cz)" is the company Colour Production spol. s r.o., ID 25830210 with its registered office at Sokol Tůmy 743/16, Mariánské Hory, 709 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File 19967.

1.1.2 Contact details of the Organiser:

1.1.2.1 Emailing address: Colour Production spol. s r.o., Sokol Tůmy 743/16, Mariánské Hory, 709 00 Ostrava

1.1.2.2 E-mail: [informace@colours.cz](mailto:informace@colours.cz)

#### 1.2 Terms of trade

1.2.1 These terms and conditions for the sale of Colours of Ostrava tickets (hereinafter referred to as the "Terms and Conditions") are an integral part of the Purchase Contract concluded between the Promoter and the Buyer, and govern the mutual rights and obligations of the parties under the Purchase Contract.

1.2.2 Unless a different provision is expressly stated in the Purchase Contract or in its annexes or the validity of certain provisions of these Terms and Conditions is excluded or otherwise modified by the Purchase Contract or another express agreement between the Promoter and the Buyer, these Terms and Conditions shall otherwise apply to the mutual relations of the parties.

1.2.3 The Organiser is entitled to unilaterally change these Terms and Conditions at any time. However, the rights and obligations arising from already concluded Purchase Contracts are governed by the wording of the Business Terms and Conditions valid at the time of the conclusion of the Purchase Contract, any later changes to the Business Terms and Conditions do not affect the Purchase Contracts already concluded.

#### 1.3 Possibility of archiving the Terms and Conditions

1.3.1 The Terms and Conditions are available on the <https://shop.colours.cz/agb> website

1.3.2 The Buyer may print out the Terms and Conditions or save them in electronic form using the relevant functions of the Internet browser.

1.3.3 Concluded Purchase Contracts are archived by the Organizer in electronic form and are not publicly accessible.

1.3.4 The Buyer may archive data about its Orders, in particular by archiving confirmation of receipt of the Order, which is sent to the Buyer in the form of an e-mail to the e-mail address specified by the Buyer in the Order.

#### 1.4 Definitions and Interpretation of Terms

1.4.1 Event – a cultural event organised by the Organiser or a related entity, tickets for which they are the subject of the Purchase Contract under these Terms and Conditions;

1.4.2 Website – an online system accessible at the domain (URL) of the <https://www.colours.cz>, which allows the conclusion of Purchase Agreements between the Promoter and the Buyer, the subject of which are tickets to the Events, through the ticketing platform "viven", implemented on the Website;

1.4.3 Buyer – a natural person (person) or a legal person (corporation) that has entered into a Purchase Contract; unless expressly stated otherwise in these Terms and Conditions, the Buyer is considered a consumer within the meaning of Section 419 of the Civil Code;

1.4.4 Purchase Contract – a contract for the purchase of a Ticket for an Event, or for the purchase of accompanying services, concluded in electronic form via the Website between the Promoter and the Buyer;

1.4.5 Civil Code – Act No. 89/2012 Coll., the Civil Code, as amended;

1.4.6 Terms and Conditions – these Terms and Conditions of Ticket Purchase on the [www.colours.cz](http://www.colours.cz) website, which form an integral part of the Purchase Contract;

1.4.7 Order – an electronic binding proposal to conclude a Purchase Contract, which arises by filling in the necessary data in the order form (e.g. quantity, delivery address) and sending it to the Organizer via the Website;

1.4.8 vivenu Platform – an electronic tool for the sale and management of tickets for events, ensuring the sale of tickets in the name and on behalf of the Organizer according to the Purchase Contracts;

1.4.9 Organizer – the operator of the E-shop, the company Colour Production spol. s r.o., ID 25830210 with its registered office at Sokol Tůmy 743/16, Mariánské Hory, 709 00 Ostrava In Art. 1.1.1;

1.4.10 Tickets – tickets to events organized by the Organizer or its affiliates.

## 2. SUBJECT MATTER OF THE CONTRACT

2.1 The Organizer offers Tickets on the Website, and the issuance of the Ticket on the Website is not considered a legally binding offer within the meaning of Section 1732 par. 2 of the Civil Code. It is only an invitation to the Buyers to send Orders, which are a binding proposal to conclude the Purchase Contract. Along with the Tickets, the Organizer may also offer additional services on the Website related to participation in Events, such as vouchers for accommodation or parking, or tickets for accompanying events that can be purchased together with the Ticket. Together with the Ticket, the Customer also purchases the service consisting in generating a ticket and its identification for a specific Buyer or a natural person designated by the Buyer, for whom the Organizer charges a separate service fee (Art. 2.4). Unless otherwise stated in these Terms and Conditions, the rights and obligations relating to the purchase of Tickets, to the same extent, also apply to the purchase of additional services and admission to accompanying events.

2.2 To accept Orders and issue ordered Tickets to the Buyer, the Promoter uses the vivenu Platform. The Platform provides a software tool for the sale and management of Tickets, and its operator is not an intermediary in the sale of Tickets between the Promoter and the Buyer, does not transfer ownership of the Tickets, nor does it accept payment of the price of the Tickets on its account. In connection with the purchase of Tickets, the operator of the Vivenu Platform may send communications to the Buyer, always on behalf of the Promoter.

2.3 If the Promoter is interested in purchasing Tickets, after clicking on the offer of the relevant Ticket, the Promoter is redirected to a page within the Platform. By selecting the Tickets and agreeing to the contractual documents (these Terms and Conditions, the Privacy Policy, or others), the Order is completed, which is a legally binding offer to the Organizer to conclude the Purchase Contract.

2.4 In addition to the payment of the ticket price, the Customer is also entitled to the payment of the service fee for the service of processing the sale of tickets and the use of the vivenu Platform. The Service Fee is used to cover the Organizer's costs for processing the Order, generating the Ticket and identifying it with a specific Buyer. The amount of the service fee is based on the price of the Ticket and is governed by the following list of service fees:

## SALE IN CZK / SALE IN EUR

<b>Ticket price</b>	<b>Service fee</b>	<b>Ticket price</b>	<b>Service fee</b>
100 CZK +	30 CZK	0.01 EUR +	1.20 EUR

If the Customer is entitled to a refund of the ticket price (Art. 5.5. and 5.6.), the Customer is not entitled to a refund of the service fee if the service for which the Ticket is charged is used at the time of generating the Ticket.

2.5 Upon acceptance of the Order, the Buyer will be redirected to the payment gateway of the external operator of the selected payment method, through which he will make the payment. Upon receipt of the payment gateway operator's confirmation of the payment payment, the vivenu Platform generates a confirmation of receipt of the Order and sends it to the Buyer on behalf of the Promoter to the Buyer's e-mail address provided in the process of creating the Order. By accepting the payment and sending the Order confirmation, the Purchase Contract is concluded. The Organizer is not responsible for the impossibility of delivering the Order confirmation to the Buyer due to an incorrectly entered or non-existent or non-functional e-mail address. Without receipt of the confirmation of payment posting and without generating and sending the Order confirmation, the Purchase Contract is not concluded.

2.6 A purchased Ticket is always issued in the name of a specific visitor (the Buyer or other persons identified by him/her). The Ticket is non-transferable and if it is not transferred in accordance with these Terms and Conditions, it cannot be used for entry to the Event by any person other than the person in whose name the Ticket is issued.

2.7 On the basis of the concluded Purchase Contract, the Promoter or the provider of the Viven Platform will provide the Buyer with the purchased Tickets on its behalf in the form chosen by the Buyer (electronically or in paper form). A fee may be charged for the delivery of Tickets in printed form, the amount of which the Buyer is informed about as part of the Ticket offer. Postage is charged in addition to the Service Fee.

2.8 If the maximum number of Tickets for a given event or of a certain type is exceeded, the Organizer is entitled to cancel individual Orders and, after the Purchase Contract has been concluded, to refund the entire purchase price paid to the Buyer. Cancellation of an Order takes the form of unilateral withdrawal from the Purchase Contract.

2.9 The Promoter is not responsible for any outages of the Viven Platform and for the temporary inability to execute or complete the Order.

### **3. Rights and obligations arising from the concluded Purchase Contract**

3.1 On the basis of the concluded Purchase Contract, the Organizer is obliged to provide the Buyer, or the person in whose name the Ticket is issued, with entry to the Event and the possibility of using any additional services purchased together with the Ticket. All information related to participation in the Event is communicated by the Organizer via the relevant website (in the case of the Colours of Ostrava festival via the "www.colours.cz" website).

3.2 The Organizer is responsible for the course of the Event, all changes regarding the Event and their communication to the Buyer in accordance with the separate terms and conditions of participation in the relevant Event. The Operator of the Viven Platform shall not be liable for any non-compliance of the Event and its course with the Purchase Contract and the information provided by the Organizer about the Event.

3.3 Each person in whose name the ticket is issued (ticket holder) by entering the Event venue undertakes to comply with the terms and conditions of participation in the relevant Event and any operating and visiting rules of the Event set by the Organizer. The Operator shall be informed of the wording of these Terms and Conditions and the Rules no later than before entering the Event grounds. Both the Buyer and each Ticket

holder are obliged to consider their ability to comply with the requirements set by the Promoter for participation in the Event. The Organiser is not liable for any damage incurred by these persons as a result of ignorance of the given conditions of participation or as a result of their breach.

3.4 By purchasing a Ticket, the Buyer acknowledges that the Organizer reserves the right to change the program, date or venue of the Event.

3.5 Immediately after purchase, the Customer is obliged to check whether the purchased Tickets correspond to the Order in terms of Event identification, the quantity of purchased pieces, the identification of Ticket holders, prices, date and venue and other essential data. The Buyer is obliged to complain to the Seller or the operator of the Vivenu Platform for the non-compliance of the delivered Tickets with the Order immediately after their delivery, but no later than five working days after learning of the discrepancy.

3.6 If the Promoter or the operator of the vivena Platform (on behalf of the Organiser) has a reasonable suspicion of abuse or breach of legal regulations by the Buyer (including a breach of these Terms and Conditions or other applicable terms and conditions of the Purchase Agreement), in particular by fraudulent conduct, impersonation of another person, laundering the proceeds of crime, etc., the Organiser is entitled to cancel the already issued Ticket without compensation and to deny the Buyer or the Ticket holder the opportunity to participate in the Event.

3.7 In the event of loss of a Ticket, the Organiser is not obliged to issue a new Ticket to the Buyer or Ticket holder.

3.8 In the event that the Promoter provides this option for a given Event, the Buyer or Ticket holder is entitled to transfer the Ticket to another person through the relevant function within the Viven Platform. The transfer of the Ticket is subject to a fee of CZK 100. The person who enters the transfer of the Ticket to the viven Platform is responsible for the correct identification of the transferee of the Ticket, and neither the Promoter nor the operator of the viven Platform is liable for any damage caused by entering erroneous data as part of the transfer of the Ticket.

#### 4. Withdrawal from the Purchase Contract

4.1 In accordance with the provisions of Section 1837 (a) of the Civil Code. j) of the Civil Code, the Buyer, who is a consumer, does not have the right to withdraw from the Purchase Contract without giving a reason, if it is a contract for the use of leisure time and the performance under the contract is provided by the Organizer within a specified period.

4.2 The Seller is entitled to withdraw from the Purchase Contract if the maximum number of tickets is exceeded within the meaning of Art. 2.8.

#### 5. Liability for damage and claims

5.1 The Customer is not entitled to an exchange of the Ticket, unless otherwise stipulated in these Terms and Conditions (Art. 3.8). In the event of damage, destruction, loss, theft or other deterioration of the Ticket, the Ticket will not be replaced with a new one and the Customer will not be compensated or refunded the price paid for the Ticket.

5.2 The Seller is not responsible for the impossibility of delivering the Ticket to the Customer for reasons on his side, in particular due to the impossibility of delivery of electronic tickets to his e-mail address (including in cases of crowded pages or spam filter activity).

5.3 In the event that the Customer does not receive the electronic Ticket by e-mail or in the form of a download link within 1 day of the conclusion of the Purchase Contract, or if the Seller does not receive confirmation that the Ticket has been or will be sent in paper form, or if the Seller discovers a discrepancy between the Ticket and the Order within the meaning of Art. 3.5., is obliged to file a complaint immediately,

but no later than five working days after discovering any of these facts, directly with the Organiser or via the relevant tool within the Viven Platform. Following the complaint, the Organizer will evaluate the reason for the complaint and ensure remedy, if the complaint is justified. The organizer is not obliged to settle a complaint if it was clearly made without reason or after the expiration of the deadline under this article.

5.4 In the event that the Organizer changes the venue or date of the Event or cancels the Event completely, the buyer will be notified of this fact. Neither the Promoter nor the operator of the Viven Platform shall be liable to the Buyer for the fact that the Buyer cannot be reached in good time via the contact details or for the receipt of the notification of the change or cancellation sent in good time.

5.5 If the Organizer changes the date of the Event, the Buyer has the right to a refund of the admission fee or an exchange of the Ticket for a voucher for another purchase. The Customer may exercise this right no later than 5 days before the original date of the Event and only if the Ticket is still the subject of the effective Purchase Contract. If the Buyer does not exercise his/her right within the specified period, he/she is deemed to be interested in participating in the Event on the changed date. In the event that the date of the Event is changed for reasons beyond the will of the Organizer as a result of force majeure (e.g. natural disasters, epidemics, decisions of a public authority), the Ticket remains valid for this changed date and the buyer is not entitled to a refund of the admission fee or an exchange of the Ticket.

5.6 If the Organizer cancels the Event completely, the Buyer has the right to a refund of the admission fee or a voucher for another purchase. The Buyer may exercise the right to a refund of the admission fee no later than on the fifth day following the date of the Event. If the Customer does not exercise his/her right within the specified period, he/she is only entitled to exchange the Ticket for a voucher for another purchase. In the event that the Event is completely cancelled for reasons beyond the Organizer's control due to force majeure (e.g. natural disasters, epidemics, decisions of a public authority), the Buyer is only entitled to exchange the Ticket for a voucher for another purchase. The Organizer may stipulate that in such a case, tickets remain valid for the following year of the Event.

5.7 If the Organiser returns the Ticket price to the Buyer within the meaning of Art. 5.5. and 5.6., shall refund the full price paid, including the price of additional services or accompanying events, to the card or bank account from which the Buyer made the payment of the purchase price (depending on the method of reimbursement allowed by the payment method chosen by the Buyer). The Service Fee shall not be refunded to the Buyer in the event of a refund of the Purchase Price (Art. 2.4.).

5.8 The buyer has the right to reimbursement of purposefully incurred costs associated with exercising the right from defective performance. However, if the buyer does not exercise the right to compensation within one month after the expiry of the period for claiming the defect, the court will not grant him the right from defective performance or the right to reimbursement of costs.

## 6. Privacy

6.1 The Organiser processes the Buyers' personal data for the purpose of processing the Order, for the purpose of providing performance under the Purchase Contract and for the purpose of handling Buyers' complaints. Information on the processing of Buyers' personal data, including information on their rights as personal data subjects, is available [here](#). In relation to the Buyers' personal data, the Organizer is in the position of a personal data controller pursuant to Article 4 para. 7 Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR Regulation).

6.2 The operator of the Viven Platform processes the personal data of the Buyers for the purpose of ensuring the sale of the Tickets and their possible return, being in the position of a personal data processor within the meaning of Article 7 (8) of the GDPR, on the basis of a separate data processing agreement concluded with the Organiser. Separate terms and conditions for the processing of personal data and privacy protection of the operator of the Viven Platform are available [here](#).

6.3 To ensure the functionality of the website of the Online Shop and the given Platform, the Organiser and the operator of the given Platform use cookies. Through the interface located on the relevant website, the Buyer may give consent to the use of non-technical cookies necessary for their proper operation.

## **7. Possibility of out-of-court dispute resolution**

7.1 In the event of a dispute between the Buyer – Consumer and the Organiser arising from the Purchase Contract, the Buyer is entitled to file a proposal for an out-of-court settlement of the dispute with the Czech Trade Inspection Authority for the purpose of concluding an agreement with the Organiser, using the contact details available on the [www.coi.cz website](http://www.coi.cz). The submission of the proposal and subsequent participation in the out-of-court settlement of the dispute is free of charge for the Buyer, while all possible costs incurred in connection with the out-of-court settlement of the dispute are borne by each party separately. For the Buyer, the choice of out-of-court dispute resolution is voluntary.

7.2 Out-of-court settlement of disputes is governed by Section 20d et seq. of the Act. No. 634/1992 Coll. on Consumer Protection. The petition for initiation of out-of-court proceedings must contain the requisites pursuant to Section 20n of Act No. on consumer protection. A proposal for an out-of-court settlement of the dispute may be filed no later than 1 year from the date on which the Buyer first filed the claim that is the subject of the dispute with the Organiser (e.g. from the moment of the first complaint about the goods or from the moment of the request for a refund of the purchase price after a valid withdrawal from the contract in the event of the Seller's delay in returning it).

7.3 Buyers residing in another EU Member State, Norway or Iceland are entitled to file an out-of-court settlement of their dispute with the Organiser through the European Consumer Centre in their country of residence; a list of relevant consumer centres is available on the European Commission's website under [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/ecc-net/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/ecc-net/index_en.htm).

## **8. Final provisions**

8.1 If the Buyer is a foreign person, the law of the Czech Republic shall apply to the legal relationship arising from the Purchase Contract or to any other legal relationship arising in connection with the purchase of Tickets, to the maximum extent permitted by consumer protection regulations.

8.2 In the event that any provision of these Terms and Conditions is invalid or ineffective for any reason, this fact does not render the other parts of the Terms and Conditions or the Purchase Contract invalid or ineffective.

8.3 These Terms and Conditions are effective from 30.7.2025.