

General Terms and Conditions of AVANTGARDE PRAGUE s.r.o.

(hereinafter “Terms and Conditions”)

1. Introductory provisions

Avantgarde Prague s.r.o. (Hereinafter “AGP”), with a registered office at Jáchymova 63/3, Prague 1 – Staré Město, 110 00, company ID: 272 21 687, was contractually designated by **Mastercard Europe sprl.**, Chaussée de Tervuren 198A, B-1410 Waterloo, Belgium, (hereinafter “Mastercard”) to arrange, within the program Priceless Cities, provision of the Experience Services (hereinafter “Services”) of its contractual partners, third parties (hereinafter “Service providers”), to Clients (consumers) via, among other things, the website www.priceless.com operated by Mastercard and its payment gateway (and also via the web terminal) on the website www.zazitky.avantgardeprague.cz (hereinafter “Website”).

Contractual relationships laid down in these Terms and Conditions are governed by generally binding legislation of the Czech Republic, by these General Business Terms and Conditions and, where appropriate, by business Terms and Conditions of Service providers.

Where one of the contractual parties is a consumer, the relationship is governed by these Terms and Conditions, by the Civil Code (Act no. 58/2012 Sb., as amended) and by the Consumer Protection Act (Act no. 634/1992 Sb., as amended).

2. Commencement of contractual relationships

- a. "AGP allows its Customers to enter into a contract for the provision of Services - Experiences offered by third parties, Service Providers through its website www.zazitky.avantgardeprague.cz."
- b. AGP arranges the provision of Services for which Clients can enter into a contract directly on the AGP website. The Client and the Service provider enter into the contract as follows: after the Client chooses the Services on the website pricelessprague.com and adds them to the basket, they are redirected to www.zazitky.avantgardeprague.cz, where they make the payment for selected Services using exclusively a card issued by Mastercard. Once the contract between the Client and the Service provider is made, the Client receives an e-mail from AGP with an invoice and a voucher confirming the conclusion of the contract; conditions of the selected Service as stated in the accepted offer will be attached. In this case, AGP is not a Service provider and is not responsible for any damage which may occur to the Client during the use of the Service due to insufficient physical fitness of the Client or the nature of risk of the selected Experience. The Client needs

to assess all risks and danger individually before they purchase a voucher, as participation in the Experience is their own responsibility.

The use of the Services indicated on the voucher may be subject to other terms and conditions of the Service provider.

3. Price and payment method

Prices of Services on the website are listed in CZK by default and always include an up-to-date relevant amount of VAT (value added tax); prices listed in other currencies are indicative and are based on the reference rate published by the AGP's bank (ČSOB).

Where the payment is made in a currency other than CZK, the Service price will be debited to the Client's account in the amount corresponding to the current exchange rate of the Client's bank.

Bookings made at the Website can only be paid with cards issued by Mastercard or through the Masterpass payment application.

4. Terms of payment

The Client must pay for the Services in advance and in accordance with the following conditions:

The payment can only be made through the web platform and must be paid in full which is a condition for the conclusion of the contract; the price is final and no other taxes or fees will be applied.

5. Withdrawal from the contract, failure to provide the Service (Experience)

Under provisions of section 1837 j), the Civil code, i.e. in the case of accommodation, transport, catering and leisure activities where the provider effects the performance in due time, the Client may not withdraw from the contract arranged by AGP with a third party.

Due to bad weather, an insufficient number of participants or other unforeseen circumstances specified for each particular Experience by which the Experience cannot take place, AGP will issue a refund of the purchase amount and send it to the Client to the account used for the payment. The payment will be returned without undue delay after these circumstances occur, within 10 business days after the date of the Experience at the latest. Such situations are considered as a withdrawal from the contract by AGP with an immediate effect.

6. Liability of AGP

- a. AGP, acting as an intermediary, is not a party in the contractual relationship between the Client and the contractual partners, third parties, providing the Services (Service providers).

- b. AGP is not liable for any damage caused to the Client in relation to the provision of Services by the Service provider or by a third party.
- c. AGP does not guarantee the truthfulness and completeness of the Service description and only relies on the information given by the Service provider.
- d. AGP does not guarantee that the Services will be provided to the Client nor that the Services will be provided in the form as agreed between the Client and the third party providing the Services resold by AGP. AGP is not responsible for any breaking of the contract by the third party providing the Services.
- e. Any claims regarding the responsibility for damages relating to the Services must be made by the Client directly to the third parties providing these Services.

Disputes between the Client (consumer) and the Experience provider can be settled out of court. In such cases the Client will address the [Czech Trade Inspection Authority \(http://www.coi.cz/en\)](http://www.coi.cz/en) and will follow the procedure given at their website.

- f. AGP is neither responsible for the content of third party offers providing Services on the Website, nor for any potential violation of the rights of third parties, which these parties might commit through their offers (intellectual property rights, personal rights etc.).
- g. Upon request AGP will cooperate with the Client to solve potential complaints.
- h. The provision of Services can abide by general trade terms and conditions or by the specific terms and conditions of the Service provider.

7. Final provisions

- a. These General Business Terms and Conditions, as well as the relationship between the Client and AGP in terms of Service provision is governed by Czech law. By entering into a contract arranged by AGP the Client confirms they have read and understood the General Business Terms and Conditions and that they agree with them.
- b. The invalidity of individual provisions of the General Business Terms and Conditions does not affect the overall validity thereof.

8. Personal data protection

The protection of personal data is governed by Regulation (EU) 2016/679 of the European Parliament and the Council on the Protection of Personal Data. This Regulation applies to the processing of personal data of Customers – natural persons. In accordance with this Regulation, AGP processes and stores personal data collected during the ordering process of the Service, for

the sole purpose of, and to the extent necessary for, the conclusion and performance of a mediated agreement to provide an Experience, and not for marketing purposes.

More details regarding 'Providing information on processing and protection of personal data according to GDPR' can be found in the abbreviated version under a separate link with this title on the website www.zazitky.avantgardeprague.cz, and in the full version as well, in the document 'Internal Guidelines on Personal Data Protection and Processing' on the page:

<https://avantgardeprague.cz/wp-content/uploads/Internal-Guidelines-on-Personal-Data-Processing-and-Protection.pdf>

These Terms and Conditions have been in effect since September 21, 2017, and were last updated on October 15, 2023

Client service
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