

Terms and Conditions

of the Czech Philharmonic / Galerie Rudolfinum, allowance organization with its registered office at Alšovo nábřeží 12, Prague 1, Postal Code 110 00
Registered number: 00023264

which govern the sale of tickets, voluntary donations or merchandise (including catalogues) and membership of the Galerie Rudolfinum Club (hereinafter referred to as the "GR Club") at the sales outlets of Galerie Rudolfinum and via the online shop at www.galerierudolfinum.cz

1. Introductory Provisions and Definition of Terms

1.1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") of the Czech Philharmonic / Galerie Rudolfinum, allowance organization with its registered office at Alšovo nábřeží 12, Prague 1, Postal Code 110 00, registered number: 00023264, registered with the Ministry of Culture of the Czech Republic under no. 5262/93 (hereinafter also referred to as the "**Seller**"), govern the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract entered into between the Seller and another natural or legal person (hereinafter also referred to as the "**Buyer**" or "**Visitor**") at the Seller's sales outlets and via the Seller's online shop. The Seller's online shop is operated through a web interface at www.galerierudolfinum.cz (hereinafter referred to as the "**Web Shop Interface**").

1.2. Furthermore, the Terms and Conditions govern the rights and obligations of the parties when purchasing goods and services at the Seller's sales outlets and via the Seller's website located at www.galerierudolfinum.cz (hereinafter referred to as the "**Website**") and other related legal relations.

1.3. Provisions deviating from the Terms and Conditions may be agreed in the purchase contract. The provisions in such a purchase contract that differ from the provisions of the Terms and Conditions shall prevail.

1.4. The provisions of the Terms and Conditions are an integral part of the purchase contract. The purchase contract and the Terms and Conditions are drawn up in Czech and English. The purchase contract can be executed in Czech and English.

1.5. A "**Visitor**" is a legal entity which has concluded a purchase contract with the Czech Philharmonic / Galerie Rudolfinum for a ticket for events organized by Galerie Rudolfinum (hereinafter also referred to as "**GR**"), membership in the GR Club, goods or catalogues at the Galerie Rudolfinum box office at the Rudolfinum building (Alšovo nábřeží 12, Prague 1), via the Internet at www.galerierudolfinum.cz or in the network of contractual sellers (e.g. GoOut s.r.o. etc.).

1.6. The Seller may change or amend the wording of the Terms and Conditions. This provision does not prejudice the rights and obligations arising during the effective term of the previous version of these Terms and Conditions.

1.7. By purchasing goods, services or a guided entry to an event organized by Galerie Rudolfinum, the Visitor agrees to abide by these Terms and Conditions. The Terms and Conditions are binding on both parties. The version of the Terms and Conditions effective on the date of conclusion of the contract between the Customer and Galerie Rudolfinum shall prevail.

1.8. Entrance fees, voluntary donations and membership fees of the GR Club are exempt from VAT pursuant to Section 61(e) of Value Added Tax Act No. 235/2004 Coll.

2. Ticket Purchase

2.1. Visitors can purchase tickets for accompanying programs at the box office of the Czech Philharmonic / Galerie Rudolfinum in the Rudolfinum building (Alšovo nábřeží 12, Prague 1) and pay for them in cash, by card or via the Internet.

2.2. When a ticket is purchased using a membership card of the GR Club, the ticket price will be deducted from the Visitor's membership account. If the Visitor does not have their GR Club membership card in their possession at the time of purchase of goods or services, it can be traced in the Galerie Rudolfinum box office system upon presentation of a relevant ID card from which the Visitor's personal data can be verified.

2.3. Each ticket is unique and is intended for a single entry only to the event indicated on the ticket for the duration of the event; the ticket may not be for any event other than the one indicated on the ticket.

2.4. Except as otherwise expressly stated in these Terms and Conditions, admission fees paid are non-refundable. Purchased tickets are not exchangeable. In the event of damage, loss or theft, tickets will not be replaced or refunded.

2.5. Visitors are obliged to check the accuracy of the information on the ticket after purchasing it. Later claims will not be taken into account.

2.6. It is illegal to forge a ticket or voucher.

2.7. The Czech Philharmonic / Galerie Rudolfinum shall not be responsible for any difficulties caused by unauthorized use or copying of tickets purchased directly or through GoOut s.r.o. The ticket shall be void if it does not show the data necessary for its validation or if it has been tampered with.

2.8. The Czech Philharmonic / Galerie Rudolfinum shall not be obliged to issue a duplicate ticket to the Visitor in case of loss. By issuing a duplicate, the original ticket becomes void.

3. Discounts

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

- to GR Club members;
- to Czech Philharmonic subscribers.

3.2. The discount may be recognized and deducted from the price of the selected goods produced for GR (not applicable to goods on consignment) only upon presentation of a valid document entitling the Visitor to the discount. The Visitor shall be obliged to claim the discount before purchasing the ticket. Later claiming of the discount will not be taken into account.

3.3. Individual discounts provided by the Czech Philharmonic / Galerie Rudolfinum shall not add up.

4. **Voluntary Donation**

4.1. The voluntary donation shall mean the amount paid online in excess of the amount paid for admission, goods or for membership of the GR Club according to the current price list. Such a voluntary donation shall be deemed a gift for the purposes of GR.

4.2. The Visitor shall be entitled to receive a receipt for any voluntary donation paid. If they have paid the voluntary donation via www.galerierudolfinum.cz and have entered a request for a receipt in the form, they will be contacted by a GR employee.

5. **Purchase of Goods, Services, and Payment for GR Club Membership and Voluntary Donations online**

5.1. When purchasing goods and services of Galerie Rudolfinum via the Internet, the Visitor shall not be charged any handling fee in addition to the current price.

5.2. Visitors can choose between two methods of payment for their order: by bank transfer or by credit card.

5.3. If the Visitor chooses to pay by credit card, they will be redirected to the Stripe, Inc. secure payment gateway after the deal is closed, through which they make the payment or can choose another payment method.

5.4. The Visitor shall submit all information necessary to pay the purchase price of the requested goods through the Stripe, Inc. payment gateway.

5.5. The Czech Philharmonic / Galerie Rudolfinum shall not be responsible for the Stripe, Inc. payment gateway process.

5.6. After making a payment through the Stripe, Inc. gateway, the Visitor will be redirected back to Galerie Rudolfinum website, where they will receive a confirmation of the transaction.

5.7. Upon payment of the purchase price and successful completion of the order, the Visitor will receive an e-mail message confirming the transaction, which contains details of the goods and services purchased. This email message is not a substitute for a regular ticket or GR Club membership card. The GR Club membership card or voluntary donation receipt will be forwarded to the Visitor in the agreed manner.

5.8. When purchasing a GR Club membership online, the membership start date must be specified in a note.

5.9. When purchasing a GR Club membership for a third party, it is necessary to activate the club card in person at the Galerie Rudolfinum box office upon first use.

6. **Collecting your GR Club Membership Card**

6.1. If the option of picking up the purchased goods in person is preferred, the Visitor shall pick up the ticket to the exhibition or the GR Club membership card at the Galerie Rudolfinum box office.

6.2. After making a purchase, the Visitor will receive an email message containing a unique purchase number. The Visitor shall report the unique number at the Galerie Rudolfinum box office or at the gallery shop in the Rudolfinum building (Alšovo náměstí 12, Prague 1). Based on this number, the cash desk or shop staff will hand over the purchased goods to the Visitor.

6.3. If the Visitor does not collect the purchased goods within 2 months from the date of purchase, the goods shall be forfeited back to the Czech Philharmonic / Galerie Rudolfinum without refund.

6.4. The Czech Philharmonic / Galerie Rudolfinum shall not be responsible for incorrect data entered by the Visitor when purchasing through the website at www.galerierudolfinum.cz.

6. **Other Terms, Visitor Admissions Policy**

6.1. For security reasons, the number of Visitors in different exhibitions and shows at any one time may be limited. Visitors are required to follow the instructions of Galerie Rudolfinum staff and security guards.

6.2. Before entering the exhibition spaces, the Visitor shall place all objects larger than 30×40 cm or longer than 40 cm in the cloakroom; this service is free of charge. Visitors may enter the halls with handbags; backpacks are acceptable, but only when closed. Outerwear such as coats and cloaks may also be left in the cloakroom. If the Visitor does not wish to leave their clothing in the cloakroom, it is acceptable for the Visitor to view the exhibition wearing their upper garment. Visitors entering the halls with clothing over their arms will be asked to leave it in the cloakroom or to wear it. Valuable items (documents, cameras, video equipment, etc.) may be stored in locker boxes in the cloakroom, or visitors may take them along to the exhibition areas in special bags available in the cloakroom.

6.3. It is prohibited to enter the exhibition area with weapons, to let any animals in, the exception being guide dogs for the disabled.

6.4. The Czech Philharmonic / Galerie Rudolfinum, or the organizing service designated thereby, shall be entitled to carry out security checks at the entrance to the hall, including checks on items brought into the Rudolfinum building.

6.5. Visitors are not permitted to consume food or beverages in any other areas of the Rudolfinum building than those designated and labelled as such.

6.6. By entering the exhibition hall, attending a press conference or the opening of an exhibition, the Visitor grants the Czech Philharmonic / Galerie Rudolfinum consent to take and subsequently use photographs and/or audiovisual recordings capturing the Visitor in connection with the event on the premises of the Rudolfinum building. No fee or other compensation is due for the taking and use

of such photographs and/or audiovisual recordings. This consent shall also apply to minors accompanied by the Visitor.

6.7. Visitors shall follow the rules set by the Czech Philharmonic / Galerie Rudolfinum for the use of the Rudolfinum premises, which are posted in the Rudolfinum premises, in the cloakroom of Galerie Rudolfinum, on the www.galerierudolfinum.cz website or, on request, from the security guards on the exhibition premises, including instructions posted in the form of pictograms. Visitors are obliged to respect and follow the instructions of the organizer, security personnel and the fire service.

6.8. It is strictly prohibited to touch the exhibits, frames, pedestals and display cases, and to approach them at a distance of less than 30 cm. Visitors may only touch exhibits that are appropriately labelled to that effect.

6.9. Telephone calls are not allowed in the exhibition halls. No food or drink (including water in plastic bottles) is allowed in the halls. It is not permitted to eat, drink or smoke in the exhibition halls. Refreshments are available at Café Rudolfinum in the Column Hall of the Rudolfinum building.

6.10. Taking photographs, audio and video recordings of the exhibited works is not permitted in the exhibition spaces. In the event of unauthorized taking of such recordings, the security guards of Galerie Rudolfinum are entitled to demand the deletion of the recordings. Detailed information on taking photographs is available from the Editorial and Press Department of Galerie Rudolfinum.

6.11. The Rudolfinum staff entrance provides wheelchair access and access for parents with strollers and people with limited mobility to Galerie Rudolfinum.

6.12. Persons wearing heavily soiled clothing and those whose behavior may damage the exhibited works or endanger the safety of other Visitors will not be allowed to access the exhibition spaces, or they may be asked to leave the space.

6.13. Visitors are asked to always obey the instructions of Galerie Rudolfinum staff and security guards. The instructions are issued in the interest of their safety, protection of the building and exhibited works.

6.14. If any Visitor causes damage to Galerie Rudolfinum by violating these visitor admissions rules, or through other inappropriate activities, a report shall be drawn up with the Visitor. If any Visitor is unwilling to prove their identity, the assistance of the Police of the Czech Republic will be requested (Sec. 13, Act No. 283/1991 Coll., on the Police of the Czech Republic). The scope, amount and method of compensation shall be determined pursuant to the relevant legislation.

6.15. Visitors may submit any comments, requests, or complaints in writing to galerie@rudolfinum.org, or in person at Alšovo nábřeží 12, Prague 1.

7. Privacy Protection

7.1. The processing of the Visitor's personal data in

connection with or on the basis of a purchase contract concluded between the Czech Philharmonic / Galerie Rudolfinum and the Visitor shall be carried out in accordance with generally binding legal regulations; as part of fulfilling its information obligations towards data subjects, the Czech Philharmonic / Galerie Rudolfinum has issued the [Personal Data Processing Policy](#). The Policy is available on the Galerie Rudolfinum website.

7.2. The Visitor's personal data will be processed for the purpose of implementing a contractual relationship including, but not limited to, sale via the Internet and the GR Club membership, for the purpose of providing information about the GR Club membership and GR programs, issuing a confirmation of voluntary donation, for the purpose of complaints or information about cancelled accompanying programs, and obtaining feedback from the Visitor regarding the performance of the GR for the benefit of the Visitor. The Czech Philharmonic / Galerie Rudolfinum guarantees that all personal data of the Visitor shall be strictly confidential and only be used pursuant to generally binding legal regulations.

7.3. Changes in personal data relevant for the application of benefits arising from the GR Club membership shall be reported by the persons concerned to the Czech Philharmonic / Gallery Rudolfinum and appropriate documentation provided, otherwise such benefits cannot be consumed.

7.4. The data that will be used for payment of the purchase price via www.galerierudolfinum.cz shall be provided directly to companies operating secure internet payment gateways, the Czech Philharmonic / Galerie Rudolfinum does not have access to such data. These data are protected pursuant to the general Terms and Conditions of the operators of such secure internet payment gateways.

8. Complaints Policy

8.1. Purchased tickets cannot be returned. No refunds will be given for lost tickets.

8.2. In the event that the Visitor is charged an incorrect amount from their account after making a payment for tickets or the GR Club membership using a payment card at the ticket office or when making a purchase in the Galerie Rudolfinum online shop, the Visitor shall only be entitled to claim this fact with the bank that issued the payment card used by the Visitor to pay for the tickets, unless they claim this fact at the Galerie Rudolfinum ticket office on the same day the ticket was paid for.

8.3. The Czech Philharmonic / Galerie Rudolfinum reserves the right to change the accompanying programs, performers or exhibiting artists.

8.4. If there is a cancellation or change of the date of an accompanying program for which the Visitor has already purchased a ticket, they will be notified using the contact details provided by the Visitor to the Seller at the time of purchase or on the Seller's website or social networks.

8.5. If an accompanying program for which the Visitor has already purchased a ticket is cancelled, the Visitor shall be

refunded the admission fee if they come to the ticket office where they purchased the ticket without undue delay, but no later than two months from the date of the cancelled accompanying program.

8.6. If the date of the accompanying program for which the Visitor has already purchased a special ticket is changed, the Visitor shall be offered a replacement ticket for the new date of the accompanying program or the price paid shall be refunded if the Visitor comes to Galerie Rudolfinum ticket office without undue delay, but no later than the date on which the replacement accompanying program is held.

9. Final provisions

9.1. These Terms and Conditions shall apply to all business cases entered into by and between the Czech Philharmonic / Galerie Rudolfinum, allowance organization, and the Visitor.

9.2. These Terms and Conditions are drawn up in Czech and English. In the event of a conflict between the two language versions, the Czech version of the Terms and Conditions shall prevail.

9.3. The Czech Philharmonic / Galerie Rudolfinum reserves the right to change these Terms and Conditions at any time. Any amendment or change hereto and the effective date thereof shall be published in an appropriate manner on the www.galerierudolfinum.cz website.

These Terms and Conditions shall come into force and effect on 1 February 2024 and supersede all previous versions of the Terms and Conditions.