

Terms and Conditions – Buyer

SECTION 1 – INTRODUCTION AND BASIC TERMS

1.1. Who shall comply with these Terms and Conditions?

1.1.1. BOOM Events s.r.o., with its registered office at Praha 6, Vokovice, K Červenému vrchu 678/1, postcode 160 00, Company ID No.: 18011837, registered in the Commercial Register kept by the Municipal Court in Prague under file no. C 380107 (hereinafter referred to as “BOOM Events”), as the owner and operator of the BOOM Events platform (hereinafter referred to as the “BOOM Events Platform”).

1.1.2. Any person who concludes an agreement with BOOM Events on the use of the BOOM Events platform for the sale of tickets, vouchers or other products to third parties (buyers) for events organised by that person (hereinafter referred to as the “Organizer”). Each Organizer is identified in the description of the published Event, including contact details.

1.1.3. Any person who intends to make use of the possibility of purchasing tickets, vouchers or other products created through the BOOM Events Platform for an event organised by the Organizer and who, for that purpose, expresses their agreement with these Terms and Conditions (hereinafter referred to as the “Buyer”).

1.2. Basic terms

1.2.1. A “Ticket” means an electronic or printed form of a document issued by BOOM Events for the Organizer's Event which entitles its holder to enter the Organizer's specific Event.

1.2.2. A “Voucher” means an electronic or printed form of a document issued by BOOM Events for the Organizer's Event which entitles its holder to use selected services offered by the Organizer within a certain limited period of time, in the quantity or for the duration selected when purchasing the Voucher and at the place designated by the Organizer. The specific conditions for the use of the Voucher always form part of the Event description and are stated in the purchased Voucher.

1.2.3. A “Product” means, collectively, a Ticket, a Voucher or another product or service offered by the Organizer to Buyers through the BOOM Events Platform (e.g. a parking ticket, merchandise or a skip-the-line service).

1.2.4. “Terms and Conditions” means these terms and conditions, the current version of which is published on the BOOM Events website.

1.3. What do these Terms and Conditions provide for?

1.3.1. These Terms and Conditions govern the rights and obligations of BOOM Events, the Organizer and the Buyer arising, firstly, in connection with the sale to the Buyer of Products created through the BOOM Events Platform for cultural, sporting or other events organised by the Organizer (hereinafter referred to as the “Event”) and, further, in connection with the sale of services or products associated with the Event or with other activities of the Organizer.

1.3.2. BOOM Events provides the Organizer with access to the BOOM Events Platform, which constitutes, among other things, a technical and payment solution for the sale of Products for the Organizer's cultural, sporting or other events (hereinafter referred to as the “Event”). In particular, BOOM Events provides a tool for creating and selling Tickets, Vouchers or other Products and arranges the subsequent delivery of the Products to Buyers, in the name of and for the benefit of the Organizer, for which the Organizer authorises BOOM Events by agreeing to these Terms and Conditions.

1.3.3. By purchasing a Product, the Buyer acknowledges that the promoter of the Event is the Organizer and not BOOM Events. The Organizer is responsible for holding the Event and for any changes to it, including changes to the conditions of use of the Product, and is likewise responsible for notifying the Buyer if the Event does not take place or if it is changed. The Organizer reserves the right to make changes concerning the Event, its programme, date, venue or conditions. The Buyer also acknowledges this right of the Organizer. BOOM Events is in no way liable for the accuracy of information about an Event organised by the Organizer.

1.3.4. Payments made by Buyers for Products purchased for the Organizer's Event are, within the use of the BOOM Events Platform, credited to the bank account of BOOM Events. Settlement of the payments received between BOOM Events and the Organizer is subsequently carried out in accordance with the agreement between the parties.

1.3.5. These Terms and Conditions form an integral part of the contract concluded between the Organizer and the Buyer.

SECTION 2 – RIGHTS AND OBLIGATIONS OF THE BUYER

2.1. Conclusion of the contract

2.1.1. By completing the purchase of a Product, the Buyer confirms that they have read and agree with all published conditions of the Event, the Organizer's terms and conditions, any visitor and operating rules of the Organizer and these Terms and Conditions, as well as the privacy policy.

2.1.2. Completion of the purchase means payment of the price of the Product and of any other fees associated with the purchase. The Product is deemed paid for once the payment has been duly credited to the bank account of BOOM Events or of the payment gateway provider.

2.1.3. The price of each Product is stated individually for each Event. Any ancillary fees or costs associated with the purchase of the Product are also stated for each Event. BOOM Events is entitled to add to the price of the Ticket or Voucher charged to the Buyer, in particular, a service fee for processing the sale. The service fee belongs to BOOM Events as reimbursement of the costs associated with processing the order, issuing the Ticket or Voucher and delivering it to the Buyer. The types and amounts of the fees or costs are set out in the Price List, which forms an integral part of these Terms and Conditions. The final amount of the service fee paid by the Buyer is always rounded up to whole Czech crowns. If the Buyer becomes entitled to a refund of the admission price, the fees or costs paid are not refunded.

2.1.4. After payment for the Product has been made, the Buyer is sent (by e-mail) a confirmation of purchase and, in the case of a Ticket or Voucher, or of other Products which must be uniquely identified, a unique identifier of the purchased Product. The identifier then serves as authorisation to enter or to use the service at the Event.

2.1.5. The purchase contract between the Organizer and the Buyer is concluded at the moment of payment of the price of the Product, provided that the confirmation of purchase pursuant to Article 2.1.4. of these Terms and Conditions is sent to the Buyer at the contact details provided by them.

2.1.6. BOOM Events (as the operator of the BOOM Events platform) is in no way liable for any pecuniary or non-pecuniary harm which may be incurred by the Buyer in connection with attending or not attending the Event, or in connection with the Event not taking place.

2.2. Withdrawal from the contract and claims

Withdrawal from the contract

2.2.1. A Buyer who is a consumer is entitled to withdraw from a purchase contract concluded at a distance (over the internet) without giving a reason under the conditions set out in Section 1829 et seq. of Act No. 89/2012 Coll., the Civil Code, i.e. within 14 days of the date of taking over the object of purchase, provided that withdrawal from the

contract is not excluded in the given case by the nature of the purchased Product and further provided that the purchased Products have not been used. In accordance with the preceding sentence, withdrawal from the contract is valid if it is notified electronically by the Buyer by e-mail to the Organizer no later than on the last day of the period.

2.2.2. In accordance with the above (Article 2.2.1.), the Buyer is not entitled to withdraw from a contract for the purchase of a Ticket or Voucher where the Ticket or Voucher relates to services which are considered to be leisure activities for a specified date (Section 1837(j) of Act No. 89/2012 Coll., the Civil Code), or where the Ticket or Voucher relates to the use of a service created individually according to the Buyer's wishes (Section 1837(d) of Act No. 89/2012 Coll., the Civil Code), or where another case set out in Section 1837 of Act No. 89/2012 Coll. (the Civil Code) applies.

Claims

2.2.3. A purchased Ticket or Voucher cannot be returned or exchanged and the Buyer has no right to a refund of the price paid if they are unable to attend the selected Event, for whatever reason. This provision applies unless the Organizer states otherwise for the specific Event.

2.2.4. BOOM Events bears no liability for failure to deliver a Ticket or Voucher for an Event to the e-mail inbox designated by the Buyer for reasons on the Buyer's side, such as a full e-mail inbox, a spam filter, an incorrectly entered e-mail address and the like. If, through no fault of their own, the Buyer has not received the paid Ticket or Voucher in their e-mail inbox within 24 hours of the purchase pursuant to Article 2.1.3. of these Terms and Conditions, they shall primarily contact the Organizer and follow its instructions, which will vary depending on the specific situation. If the Ticket or Voucher is not successfully delivered to the Buyer in this way, or if the Event has already taken place in the meantime, the Organizer shall refund the price paid for the Ticket or Voucher to the Buyer.

2.2.5. If the Organizer changes the date of the Event or cancels the Event entirely, the Buyer has the right vis-à-vis the Organizer to a refund of the price paid for the Ticket or Voucher. The Buyer shall always exercise this right with the Organizer of the Event, without undue delay and no later than within 5 days of the original date of the Event, provided that the Ticket or Voucher has not yet been used by the Buyer. The Buyer's claim to a refund of the price paid for the Ticket or Voucher in the amount of the original price pursuant to the preceding sentence shall be settled primarily by the Organizer. Should the claim be settled by BOOM Events, it shall always do so only up to the amount of the funds it holds from the Organizer, or up to the amount of the funds from the sale of Tickets, Vouchers or other Products to Buyers which BOOM Events has not yet remitted to the Organizer.

2.2.6. Questions and queries concerning the purchase of Tickets, Vouchers and other Products through the BOOM Events platform may be sent by the Buyer to BOOM Events at the e-mail address support@boomevents.org.

SECTION 3 – FURTHER RIGHTS AND OBLIGATIONS

3.1. Personal data processing

3.1.1. BOOM Events and the Organizer jointly process the personal data of Buyers for the purpose of selling Products and duly holding the Event. Under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the “GDPR”), BOOM Events and the Organizer are joint controllers and fulfil their obligation under Article 26 GDPR. BOOM Events is identified in Article 1.1., paragraph 1.1.1. of these Terms and Conditions and the identification of the Organizer is stated in the Event description.

3.1.2. The personal data processed are:

- personal data of Buyers obtained upon completion of the purchase of Products, specifically first name, surname, e-mail and telephone number, and, where applicable, other data required by the Organizer which are necessary

for holding the Event or which it is necessary to verify with the visitor in order to allow their participation in the Event (e.g. age, the first name and surname of a specific person where the Ticket or Voucher is issued to a named person), the IP address of the Buyer's device, and, where applicable, other data provided by the Buyer to the Organizer; where the Buyer has consented to receiving commercial communications, further data may be processed for the purposes of targeting commercial communications, such as personal preferences based on the purchase made (preferences as to the type of event, artist or venue).

3.1.3. The contracting parties process personal data specifically for the following reasons:

- a. performance of obligations under the concluded purchase contract – confirmation of payment for the Product, delivery of the Product, information about any changes to the Event, checking the Ticket or Voucher upon entry to the Event, handling of claims;
- b. improving the quality and scope of services provided to a Buyer who has consented to receiving commercial communications, where the purpose of the processing is personalised offers of Events based on the Buyer's purchase history and other preferences;
- c. the legitimate interest of BOOM Events and the Organizer – handling the Buyer's claims, preventing and detecting possible fraudulent conduct, defence against any claims asserted by the Buyer in connection with the sale of Products, compiling sales statistics and their subsequent evaluation with a view to the optimal configuration of the services provided;
- d. sending commercial communications and newsletters from BOOM Events or the Organizer where the Buyer has given express consent to this – the Buyer may withdraw such consent at any time by the procedure indicated in each commercial communication sent.

3.1.4. For the purpose of generating statistics and overviews (about orders, Buyers and aggregate Event results), BOOM Events uses the Claude service provided by Anthropic Ireland, Limited, with its registered office at South Bank House, Barrow Street, Dublin 4, Ireland, registration number 760497 (hereinafter referred to as “Anthropic”), as its processor. Within this processing, the following categories of data may be transferred to Anthropic: order data (Event, date, value, currency) and identification and contact details of the Buyer (first name, surname, e-mail, telephone number). The processing is carried out on the basis of a data processing agreement concluded with Anthropic, which includes the European Commission's standard contractual clauses as a safeguard for any transfer of personal data outside the European Economic Area. The processing takes place on servers located in the EU/EEA. Anthropic does not use this data to train its models and, as a rule, deletes operational logs within 7 days of processing, unless otherwise agreed between BOOM Events and Anthropic.

3.1.5. BOOM Events is further entitled to provide the personal data of Buyers, or of Event visitors, to entities which are entitled by law to request such data.

3.1.6. The Organizer, as well as BOOM Events, undertake to comply with all standards of technical and organisational security for the protection of the personal data processed, throughout the period during which they are entitled to process Buyers' personal data. Specifically, both the Organizer and BOOM Events undertake to comply with the following rules:

- a. they ensure electronic security and antivirus protection of all devices through which Buyers' personal data is processed;
- b. individual authorised persons acting for BOOM Events or the Organizer shall not store Buyers' personal data on their own devices or export it from internal systems unless this is strictly necessary for holding the Event;
- c. the personal data processed must never be stored on information carriers which may be accessible to third parties;
- d. the personal data processed must not be provided or otherwise made accessible to third parties, with the exception of the use of third-party tools which serve to process personal data;

- e. all persons who come into contact with the personal data processed must always be duly instructed and bound by confidentiality (which continues even after the end of the activity performed for BOOM Events or the Organizer);
- f. access to devices and storage on which personal data is processed must be protected by a password;
- g. access rights to the device and storage containing Buyers' personal data shall be granted only to employees of BOOM Events or the Organizer whose job position requires it and who have been trained in personal data processing. Those employees shall have access only to personal data corresponding to their authorisation;
- h. BOOM Events and the Organizer follow their own internal regulations governing organisational and technical measures and procedures and the related obligations of the employees of BOOM Events and the Organizer, the purpose of which is to ensure the security of the personal data processed.

3.1.7. BOOM Events and the Organizer fully respect the Buyer's rights under the GDPR:

- Right of access to data – to the extent guaranteed by data protection legislation, the Buyer may request access to their personal data – information as to whether BOOM Events or the Organizer works with it, with which specific data and how it works with it;
- Right to rectification – the Buyer may request the correction of inaccurate data or the completion of incomplete data, or the provision of additional consent;
- Right to restriction of processing – under the statutory conditions, the data will not be erased, but BOOM Events/the Organizer will not process it further (for example, in a situation where a legitimate interest in the processing overriding the request for erasure of the personal data is being assessed);
- Right to erasure – whenever the statutory conditions are met (for example, upon withdrawal of consent to the processing of personal data, where the processing of the personal data is no longer necessary, where the legitimate interest in the processing has ceased to exist, and the like);
- Right to object to processing – the right to object to the existence of a ground for specific processing of personal data (the objection must be specified);
- Right to data portability – the right to request BOOM Events or the Organizer, as controllers of personal data, to transfer that personal data to another controller, where technically feasible.

3.1.8. BOOM Events and the Organizer are obliged to adopt measures to prevent unauthorised or accidental access to Buyers' personal data, its alteration, destruction or loss, unauthorised transfers, any other unauthorised processing of it, as well as any other misuse of personal data. This obligation applies even after the processing of personal data has ended.

3.1.9. BOOM Events and the Organizer retain Buyers' personal data only until the Event takes place, or until the settlement of the Buyer's claims arising from participation in the Event, or for a longer period where required by law or necessary on the grounds of the legitimate interest of BOOM Events or the Organizer, e.g. for the purposes of handling or asserting the claims of those entities. Once the legal ground for the processing ceases to exist, BOOM Events and the Organizer shall erase the relevant personal data. If the Buyer grants consent to the processing of personal data for a purpose other than performance of the contract (e.g. for sending commercial communications or newsletters), BOOM Events processes the personal data until the consent is withdrawn, but for a maximum of 5 years.

3.1.10. In order to exercise any of the rights laid down by the relevant legislation in connection with the purchase of the Organizer's Product through the BOOM Events Platform, the Buyer should primarily contact the Organizer of the Event. If, as a Buyer, you believe that the processing of your personal data is in breach of legislation on the part of BOOM Events, you may contact BOOM Events in writing by e-mail at support@boomevents.org. You also have the right to lodge a complaint with the national supervisory authority. For the Czech Republic, this is the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, uoou.gov.cz.

3.2. Disputes

Where disputes arise between the Organizer and the Buyer, as a consumer, in connection with the purchase of a Ticket, Voucher or other Product for an Event, or in connection with the course of the Event, and which cannot be resolved by mutual agreement of the parties, the consumer may turn, within out-of-court dispute resolution, to the body designated for the out-of-court resolution of consumer disputes, which in this case is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 567/15, 120 00 Prague 2. The Buyer may also find a means of resolving the dispute on the “Consumer redress in the European Union” website created by the European Commission at https://consumer-redress.ec.europa.eu/index_en.

3.3. Final provisions

3.3.1. BOOM Events may at any time, including unilaterally, amend these Terms and Conditions; BOOM Events will notify the Buyer of the change and of its effective date at www.boomevents.org or, where applicable, directly by e-mail. The change takes effect upon the expiry of 35 days from the date of notification of the change, unless BOOM Events specifies a later effective date in the notification. The change does not apply to Tickets already purchased for an Event.

3.3.2. All legal relations arising on the basis of or in connection with these Terms and Conditions are governed by the law of the Czech Republic, regardless of where the Buyer made the purchase of the Product or where the Organizer has its registered office.

3.3.3. If any provision of the Terms and Conditions is or becomes invalid or ineffective, such invalid provision shall be replaced by a provision whose meaning comes as close as possible to the economic purpose of the invalid or ineffective provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the remaining provisions. The invalidity or ineffectiveness of a provision solely in relation to a particular entity or a particular group of entities shall not affect the validity and effectiveness of those provisions vis-à-vis other entities.

3.3.4. All notices between the parties are made by e-mail or, where applicable, by telephone (using the contact details communicated to the other party).

3.3.5. The contracting parties hereby exclude the application of the following provisions of Act No. 89/2012 Coll., the Civil Code: Section 557, Section 1799 and Section 1800 (where the contractual relationship is between BOOM Events and an entrepreneur).

These Terms and Conditions come into force and take effect on 15 September 2026.

This document is a translation of the Czech original. In the event of any discrepancy, the Czech version prevails.