

General terms and conditions of online ticket sale

## GENERAL INFORMATION

The [www.cd-cc.si](http://www.cd-cc.si) online ticket sale is managed by the public institute **Cankarjev dom, Cultural and Congress Centre** (hereinafter referred to as: **the seller** or **CD**)

Prešernova cesta 10, SI-1000 Ljubljana, Slovenia, EU

VAT ID number: SI27164136, MŠ: 5099471000

Public Institute Cankarjev dom has been entered in the Companies Register at the Ljubljana District Court: no. of register entry 10149200.

Server support for the smooth functioning of the web portal and ticket sale is provided by Cankarjev dom, Cultural and Congress Centre (<http://www.cd-cc.si>). Sensitive data is transferred through SSL – secure socket layer, which enables safe online purchases.

Paying by credit cards is facilitated through the system of Banka Koper (Intesa Sanpaolo Card). Smooth operation of the NLB Klik system is provided by: NLB d.d., ABAnet – Abanka, Moneta – Telekom Slovenije, MBills – mBills d.o.o., PayPal – PayPal Pte. Ltd. The transaction will bear the name of Cankarjev dom on your bank statement.

Receipts/vouchers and print@home tickets are kept in a PDF file, which must be supported at least by Adobe Reader 7.0.

To buy tickets online each user requires a username and password. The username is the email address to which they will receive registration confirmation and notifications of successfully placed orders. If the user decides to register for the newsletter, their email address is used for updates on ticket sale. When registering under a new username, the user selects a password and enters the required data into the user profile. Users shall be held responsible for the accuracy of personal and other data which they have entered when registering for the online shop.

Cankarjev dom (hereinafter referred to as CD) uses the collected data exclusively for its own purposes. See our Privacy Statement.

These General Terms and Conditions have the nature of a contract. The buyer is bound by the provisions of General Terms and Conditions that are in force at the time of purchase (placement of online order). Each time an order is placed, the General Terms and Conditions are brought to the buyer's attention and by placing an order the buyer confirms that he has read and accepted the General Terms and Conditions. The General Terms and Conditions are available for inspection at the seller's seat of business (CD Box Office, Maxi underpass) in printed form and marked with the date of modifications. While the seller reserves the right to change the General Terms and Conditions, the Terms and Conditions that were in force during the placement of the order apply to the seller/buyer relationship. Any disputes shall be resolved by the court of competent jurisdiction in Ljubljana.

It is highly advisable to buy tickets for CD events online at **www.cd-cc.si** and **authorized points of sale** [/link/](#). Auditoriums can only be entered by presenting tickets bought from these sellers.

## **ACCESSIBILITY OF INFORMATION BEFORE THE CONCLUSION OF THE CONTRACT**

The seller undertakes to make the following data available to the buyer before the date stipulated in the contract:

- Main characteristics of goods or services within the scope that corresponds to data support medium and goods or services,
- Purchase price of goods or services, including taxes, or the manner of calculating the price if the price cannot be calculated in advance owing to the nature of goods or services,
- Information about possible additional costs of shipping or delivery or a warning that such costs may occur even if they are impossible to calculate in advance,
- Terms of payment and terms of delivery and provision of service, delivery date or date of service provision when applicable,
- Information about the seller's complaints policy and procedure,
- The address that is the seller's place of business, phone number and email address of the seller, and, when required, the name and seat of the company that sells tickets on behalf of the seller and to whom the buyers can address their complaints,
- Terms, dates and procedure of the right of withdrawal without stating the reason in compliance with Articles 43.č and 43.d of Consumer Protection against Unfair Commercial Practices Act (ZVPot),
- Time period in which it is possible to withdraw from contract and terms of sale (description of the right to withdrawal in accordance with Article 43.č of the Consumer Protection against Unfair Commercial Practices Act; if a consumer has no right of withdrawal, in accordance with Article 43.č of the Consumer Protection against Unfair Commercial Practices Act, he will be notified of this explicitly),
- About the possibility of out-of-court dispute resolution and other legal remedies used at CD, and of their accessibility.

## **PAYMENT METHODS**

Accepted methods of payment:

- Credit and debit cards (Eurocard/Mastercard, Diner's, Visa, Visa-Electron and smartcards Activa, Activa Maestro, Activa Mastercard, for which a bank-issued smart card reader is required for online purchases);
- Moneta (subscribers to Telekom Slovenije – has a limit on monthly purchases, which is determined by the Moneta service provider);
- NLB klik (online payments via a computer with an authorization for buying with NLB klik, does not apply to business NLB klik; the system automatically takes you to your payment page, where you confirm the amount and wait for the system to make the payment; this will take a few moments; after the payment on the bank's page has been completed the system takes you to the seller's website where you complete the order;
- ABAnet (online payments via a computer with an authorization for buying with ABAnet; the system automatically takes you to your payment page, where you confirm the amount and wait for the system to make the payment; this will take a few moments; after the payment on the bank's page has been completed the system takes you to the seller's website where you complete the order;
- PayPal (we charge a booking fee);
- Mobile wallet (digital payments service), e.g. mBills;

- UPN payment order (must be paid within 24 hours from order confirmation, it shows in the My Account/My Orders tab within 48 hours).

Means of payment and delivery are determined during the payment procedure.

When paying by credit card, data required by the bank needs to be entered during the payment procedure in addition to the basic card data (card number, expiry date and CVC code).

When paying by credit / debit card, the payment is made on the bank's website. All terms of payment and the security policy are determined and implemented by the bank.

## **PAYMENT STATUS AND TICKETS**

Users (upon signing in) can check the status of their payments and print tickets (print@home) or vouchers for the collection of tickets in **My Orders** tab. The tab includes all successfully made transactions, and lists the titles of events, dates and other data about orders.

If having several usernames (under different e-mail addresses), make sure to check under which username and to which web shop you have signed in as the transactions are tied to the username.

## **ADMISSION TO AUDITORIUM**

The auditoriums can be entered by presenting the **print@home** or **e-ticket**, saved on your mobile phone or other mobile device (passbook, wallet...).

For **some events**, you will receive a **voucher which must be exchanged for tickets**. You can print the voucher, save it on your mobile phone or copy out the multi-digit number. The voucher can be exchanged at the CD Box Office during business hours that are posted on CD's webpage or an hour prior to the event at the venue's box office (if the event is not in-house). The location of the box office depends on the venue.

We do not exchange or refund tickets. In exceptional cases tickets can be exchanged at your request no later than a day prior to the event on workdays between 11.00 and 13.00 at the CD Box Office (Maxi underpass). The ticket exchange fee is €2 per ticket.

## **TICKET SAFEGUARDING**

Tickets must not be misused, copied or interfered with. Each ticket is valid for the first entrance into an auditorium, that is, only the first ticket used when entering an auditorium is valid. All subsequent tickets with the same identification are invalid. In using an authorized ticket, the user accepts the event provider's terms and conditions.

## **PAYMENT ERRORS**

If the server sends a notification about payment error or other notable difficulties occur during payment procedure, buyers should first check the status of their orders in **My Orders** tab before re-starting the procedure. If no order has been placed for the event in question, the transaction has not been carried out. If the placed order is shown in My Orders tab, the transaction was successfully carried out. CD does not accept responsibility for the

consequences that might arise owing to non-compliance with the clause on successfully placed order checks in My Orders tab.

## **COMPLAINTS PROCEDURE**

Complaints can be made in writing to email [vstopnice@cd-cc.si](mailto:vstopnice@cd-cc.si) (when sending a complaint you will receive a successfully submitted complaint confirmation) or by registered letter to Cankarjev dom, Box Office and Information, Prešernova cesta 10, 1000 Ljubljana, Slovenia. The complaint should include contact information of the complainant and give detailed description of the reasons for complaint. The complaint must be submitted no later than eight (8) days prior to the event.

CD, or the event provider on behalf of whom CD has sold tickets, is obliged to give the complainant a written or oral reply within eight days from the receipt of a complaint.

## **ONLINE TICKET PURCHASE IS FINAL**

Before clicking Place Order the buyer is obliged to carefully check all order data (date and payment amount, title of event, number of seats, etc.). Before placing your order, you still have a chance to review and confirm your order or change any of the purchase items in the next step – event, date, hour, row and seat number, number of tickets, etc. After placing an order by clicking the buy button no changes are possible, and the right of withdrawal does not apply.

Pursuant to Item 12 of the fifth paragraph of Article 43.č of the Consumer Protection against Unfair Commercial Practices Act, the consumer shall not have the right to withdraw from the contract in accordance with the first paragraph of this Article in respect of services related to leisure activities if the company undertakes to fulfil its obligation on a specific date or within a specific period unless otherwise agreed by the contracting parties with a contract. In accordance with the abovementioned legal exception all ticket orders are binding, regardless of the manner of placing an order (by phone, e-mail, point of sale or online). We do not accept returns or issue refunds on tickets for events taking place in Slovenia or abroad, bought on CD's website or from CD's authorized points of sale.

In exceptional cases due to force majeure tickets can be exchanged at your request no later than a day prior to the event on workdays between 11.00 and 13.00 at the CD Box Office (Maxi underpass). The ticket exchange fee is €2 per ticket.

In the event of lost or stolen tickets the buyer is not entitled to recovery of costs, exchange of tickets or replacement tickets. The seller must be informed of any loss and theft of tickets or damage to tickets without delay.

## **EVENT CANCELLATION**

In the event of cancellation or new/altered date of event CD, or event providers in case of a lease event, shall assume responsibility for the altered circumstances and issuing refunds.

In the event of cancellation, tickets can be exchanged for another event or refund claimed from Cankarjev dom's Box Office no later than one month after the scheduled date of the event. No refunds will be issued, or exchanges made, for tickets returned after that date or

unused tickets. If the tickets for a new event are more expensive/cheaper than the tickets for the cancelled event, the price differential (balancing payment/refund) shall be settled at Cankarjev dom's Box Office (unless otherwise specified). In the event of phone orders or online orders, the tickets can be posted (including your personal data: name and surname, address, number of your current account to which repayment will be credited) within the time frame specified above to: Cankarjev dom, Prešernova cesta 10, 1000 Ljubljana, Box Office and Information. Holders of tickets paid via payment service providers that enable refunds processed to their original payment method will receive refunds to their original payment method. When refund has been issued, the tickets shall become invalid regardless of their medium.

In the event of cancellation or new/altered date of event or change of line-up/cast or programme, additional costs that might incur (e.g. travel expenses, accommodation, costs of point of sale, delivery costs) shall not be reimbursed.

Changes are posted on CD's website and announced via mass media and social networks.

### **PREPAID CARD – e-IVANKA**

Ivanka card (prepaid for buying tickets) can be issued in material or electronic form.

**Issuer:** e-Ivanka is issued by Cankarjev dom, Cultural and Congress Centre (hereinafter referred to as: Issuer or CD). Buyer of the e-Ivanka card (in electronic form) must be a registered CD webstore user ([www.cd-cc.si](http://www.cd-cc.si)) and has to accept CD's General Terms and Conditions of Online Ticket Sale. A deposit of minimally EUR 20 must be made. The maximum deposit is unlimited.

**Discounts: 5% discount** on tickets is granted for orders with Ivanka for CD events and for some events by other event providers.

**Use:** e-Ivanka enables you to buy tickets for CD events and for events by other event providers held at Cankarjev dom. The holder shall use e-Ivanka in compliance with these terms and conditions.

**e-Ivanka as a present:** No personal data is included in the card (data of the donee or donator). The gift presenter sends it to the recipient by e-mail. The gift recipient prints the notification about the receipt of e-Ivanka and pays tickets with e-Ivanka (redeems it) at the CD Box Office and Information or registers as a CD online shop user ([www.cd-cc.si](http://www.cd-cc.si)).

**Complaints:** The CD Box Office and Information, [vstopnice@cd-cc.si](mailto:vstopnice@cd-cc.si), deals with customer complaints.

**Loss:** The buyer must notify the issuer in person or in writing of any loss and theft of tickets or damage to Ivanka card without delay. The issuer shall assume no responsibility for the sustained damage. No refunds are made for a card that has been lost or stolen.

**Balance check:** The deposits are kept in the issuer's account. The user can check the remaining balance in My Account tab.

**Refund of balance and e-Ivanka cancellation:** The user has the option of claiming a refund of the remaining balance when wishing to cancel e-Ivanka. The refund shall be credited to the card holder's current account. To request a refund the e-Ivanka holder must contact [vstopnice@cd-cc.si](mailto:vstopnice@cd-cc.si), citing his contact information data, the number of e-Ivanka and the number of his current account. A new e-Ivanka card cannot be issued in the same holder's name within the period of two years after cancellation.

**Expiry date:** The card expires five years after it has been last loaded with funds or redeemed for tickets. If e-Ivanka has not been used for five years, the remaining credit expires.

**Final provisions:** The rights and obligations of the holder pursuant to these General Terms and Conditions shall become effective on the day e-Ivanka is issued.

Cankarjev dom reserves the right to make changes to the general terms and conditions of transactions with e-Ivanka in accordance with the provisions in force and CD's business policy but shall inform the holder of any changes made. If the holder keeps the Ivanka card after the terms and conditions have been altered or amended on [www.cd-cc.si](http://www.cd-cc.si), it is deemed that he agrees with them. Should a holder no longer wish to use the card after the terms and conditions have been altered or amended, he shall inform the issuer in writing of his decision (CD Box Office and Information, Prešernova cesta 10, Ljubljana or [vstopnice@cd-cc.si](mailto:vstopnice@cd-cc.si)).

## **GIFT VOUCHERS**

E-vouchers are issued and sold by CD on its website. The value of the gift voucher is the decision of the buyer. The gift vouchers can be redeemed for tickets to CD events solely on [www.cd-cc.si](http://www.cd-cc.si) or at the CD Box Office. Vouchers are sold in printed or electronic forms. Each gift voucher has a code (unique serial number). The barcode must be clearly visible. It cannot be used for buying other gift vouchers or exchanged for cash. The unused value can be redeemed at the next purchase. If the purchase price exceeds the value of the voucher, the difference must first be credited to the gift voucher.

When buying tickets online, the gift holder must sign in on CD's webpage as CD's online shop user. E-vouchers can also be exchanged for tickets in person at the CD Box Office.

CD neither assumes responsibility for lost or stolen gift vouchers nor issues replacement certificates.

## **PRIVACY POLICY**

Personal data is processed lawfully, fairly and in a transparent manner in relation to the data subject. It is handled in compliance with regulations in force in the Republic of Slovenia and European Union and CD's internal rules. Personal data is disclosed to authorized Cankarjev dom's employees, authorised partners and contractual data processors, within the scope and purposes requisite for a smooth workflow, service provision and discharging rights and obligations arising from contractual relationships.

CD's Privacy Policy is available on CD's website: <https://www.cd-cc.si/en/terms-use>.

### **Collection of Personal Data**

Personal data is collected **when the user registers on the seller's website**. Only registered users can buy tickets on the seller's website, by obtaining a username (e-mail address) and password (of user's choice).

Personal data is also collected **when ordering tickets by phone**; this ticket sale takes place on the seller's place of business as part of the online sale where transactions are made at the customer's request. The personal data that is collected includes: name and surname, contact information and delivery address (only when buying season subscription). In case of legal entities, this data also includes company name or organisation name and associated data (address, tax number, responsible person), e-mail, phone number.

This website can also collect data about your visit, e.g. the name of internet service provider and IP address through which you are accessing the Internet; date and time of website access; the website you are accessing while visiting our website and the address of the website from which you have accessed our site directly. This data is collected with the aim of ameliorating website, analysing trends and administration and is not stored or otherwise processed.

### **Purpose of Personal Data Processing**

Personal data is collected during online ticket sale to facilitate website operation and to provide services or transactions requested and authorized by the buyer.

The seller uses the user's personal data to:

- Carry out an order or discharge contractual obligations (sending materials, offers, invoices – everything relating to an order) and other matters related to an order,
- Ensure better and more efficient customer care,
- Improve the operation of online ticket sale, service provision and follow the trends of information technology development,
- Make the page more user-friendly, by implementing the latest online trading tools,
- Send updates on new developments and send announcements;
- Information on website traffic is used to carry out research, including Google Analytics statistical analysis.

When signing up for the seller's newsletter, the seller's website uses special technology to inform you that you have clicked the link given in the email. This information can be combined with your personal data with the aim of sending you more personalized e-notifications or information. Each electronic mail includes a link on which you can unsubscribe from such communication.

### **Use of Cookies and Types of Personal Data**

When you visit our website, our web server automatically records the name of your Internet service provider, the website from which you arrived at our site, the pages that you visit when on our site and the date and duration of your visit. This data is anonymous and is used exclusively for statistical analyses.

Cookies cannot be used to drive programs or infect your computer with a virus. Cookies are also used to collect data about which links the user follows or clicks on. This data is used to ascertain whether customers are receiving information they wish to read. It is collected in an amassed form and not in association with your personal data.

CD collects the following user data:

- IP address, user agent, time and address of visited website (URL), the page from which the user has accessed the visited page (referrer);
- E-mail address required for registration (permanently saved data, user can erase the previously entered data, in which case the user's account is permanently and irreversibly cancelled; a user can no longer access the seller's online shop with a cancelled account);
- The data entered into a user's profile (name and surname (mandatory), address, city (mandatory), postcode (mandatory), country (mandatory), mobile phone/phone number);

- Data about reading an event page with the aim of marking that a content has been read, topic identifier, user identifier, time of visit (this data is stored up to a year after the event; all data about seeing an event page is erased periodically except for the final visit).

At the start of the session CD allocates a session cookie to a user to adjust the user experience. The data is stored until the user shuts down the server.

On automatically logging in, the user is allocated a persistent cookie by CD as his unique identifier. The data is stored permanently, that is, until the user erases the cookies from the server or until he disables the auto-login setting in his profile.

For users of third-party login, CD keeps a unique identifier provided by these parties in conjunction with their accounts. The data is stored permanently, that is, until the user erases the link from his profile or until he disables the link on third-party sites.

CD is using Google Analytics to keep statistics on its website traffic.

### **Protection of Personal Data**

CD shall not disclose personal data to unauthorized third parties. Personal data may be disclosed to CD's contractual data processors or when honouring obligations with respect to the law and complying with regulations in force that regulate personal data protection.

The data may be disclosed to:

- Companies specialised in data processing and information services in order to ensure smooth functioning of the website and its enhancement (server hosting, e-mail marketing...),
- Companies ensuring efficient operation of the online shopping process (Paypal, Bankart, MBILLS, delivery services, etc.), but only to the extent required for a successful fulfilment of order,
- Authorized institutions when required by law (e.g. a court of law).

All partners with access to personal data are obliged to handle this data carefully and in compliance with the applicable legislation.

CD uses different technologies and procedures that help safeguard your personal data from unauthorized access, use or disclosure. The personal data you have entered is stored on servers accessed only by authorized persons and located on safeguarded premises. For Internet transactions, sensitive data or information (e.g. credit card number) is entered on the website of the bank or the payment implementation processor, where data is encrypted for security purposes; the SSL protocol (Security Socket Layer) is used for secure Internet transactions.

### **CONSUMER RIGHTS**

Data subjects can **independently manage** their personal data and given consent to personal data processing in **My Account tab** on CD's website [www.cd-cc.si](http://www.cd-cc.si). Here, a data subject can modify or change their data and given consent, follow the history of modifications, transfer



data, check orders and transactions, extend their subscription, check the balance or load the Ivanka card or gift vouchers and cancel the account.

## **LIABILITY**

Information posted on CD's website is of informative nature only. When selling tickets on behalf of an event provider CD assumes no responsibility for the correctness, completeness and up-to-dateness of the information. Photos, multimedia content, documents and descriptions do not guarantee the actual content of an event.

Ljubljana, 17 June 2019

Cankarjev dom