

Terms of Use for NFCtron Tickets Market

1. Introductory Provisions

- 1.1. These Terms regulate the rights and obligations for using the **NFCtron Tickets Market** service (hereinafter referred to as "Market"), which enables the resale of purchased tickets to a new User via the NFCtron platform.
- 1.2. The Operator of the Market service is the company **NFCtron a.s.**, ID No.: 07283539, Tax ID No.: CZ07283539, with its registered office at Opletalova 1525/39, Nové Město, 110 00 Prague 1 (hereinafter referred to as "NFCtron").
- 1.3. These Terms are an integral part of the General Terms and Conditions for NFCtron Tickets Users/Visitors (hereinafter referred to as "GTC"). Terms used in these Terms have the same meaning as in the GTC, unless stated otherwise.
- 1.4. NFCtron operates the Market service on behalf of and for the account of the Organizer based on a mandate agreement. NFCtron is not a contracting party to the purchase agreement concluded between the Seller and the Buyer.

2. Definitions

- 2.1. **Seller** – A User who offers a ticket, which they previously purchased via NFCtron Tickets, for sale through the Market service.
- 2.2. **Buyer** – A User who purchases a ticket offered by the Seller through the Market service.
- 2.3. **Offer** – The act by the Seller offering their ticket for sale within the Market service.
- 2.4. **Sale Price** – The price at which the ticket is offered within the Market service, determined by the Organizer's rules.
- 2.5. **Payout Amount** – The amount the Seller receives after the successful sale of the ticket.

3. Conditions for the Seller

3.1. Seller Profile

- 3.1.1. To create an Offer, the Seller is obliged to create a Seller Profile, which includes:
 - a. The bank account number held in the Seller's name (IBAN),
 - b. The country of residence.
- 3.1.2. NFCtron is entitled to verify the accuracy of the entered bank details. The Offer will not be published until the details have been verified.

3.2. Creating an Offer

- 3.2.1. Only a ticket purchased through NFCtron Tickets can be offered for sale.
- 3.2.2. Each ticket may be resold only once through the Market service.
- 3.2.3. Only one type of ticket may be offered within a single Offer.
- 3.2.4. By creating an Offer, the ticket is frozen – the ticket cannot be used or transferred until the Offer is cancelled or the ticket is sold.

3.3. Price and Payout

- 3.3.1. The Sale Price of the ticket within the Market service is determined exclusively by the Organizer. The Sale Price is generally lower than the ticket price in the current sale wave.

- 3.3.2. The Payout Amount is lower than the original purchase price of the ticket paid by the Seller. The specific amount of the Payout Amount is displayed to the Seller before confirming the Offer.
- 3.3.3. The difference between the Sale Price and the Payout Amount belongs to the Organizer.
- 3.3.4. By creating an Offer, the Seller expressly agrees that the Payout Amount will be lower than the original purchase price of the ticket.

3.4. Publishing and Cancelling the Offer

- 3.4.1. The Offer must be actively published by the Seller. Until published, the ticket is not offered for sale.
- 3.4.2. The Seller may cancel the Offer at any time until the ticket is sold.
- 3.4.3. Once the ticket is sold, the transaction cannot be cancelled or refunded.

3.5. Payout of Funds

- 3.5.1. Upon successful sale of the ticket, the Seller will receive an email confirmation.
- 3.5.2. NFCtron will send the Payout Amount to the bank account specified in the Seller Profile. The deadline for sending the payment is 14 days from the sale of the ticket.
- 3.5.3. NFCtron is not liable for delays caused by incorrectly entered bank details.

4. Conditions for the Buyer

4.1. Ticket Purchase

- 4.1.1. An overview of tickets offered for sale is available in the NFCtron Tickets Market section. Browsing offers is possible even without logging in.
- 4.1.2. To complete the purchase, the Buyer is obliged to log in or register and complete the required data according to the Organizer's rules.
- 4.1.3. The purchase process is identical to the purchase of a ticket in the regular pre-sale according to the GTC.

4.2. Price

- 4.2.1. The Sale Price of the ticket is determined by the Organizer and is displayed to the Buyer before completing the purchase.
- 4.2.2. The Sale Price may differ from the original ticket price.

4.3. Ticket Delivery

- 4.3.1. After payment, a new ticket with a new unique QR code is generated for the Buyer.
- 4.3.2. The ticket is delivered electronically to the NFCtron account and to the Buyer's email.
- 4.3.3. The Seller's original QR code is automatically invalidated.

4.4. Credit and Topping up

- 4.4.1. The Buyer may, as standard, top up Credit for payments at the Event for the ticket purchased through the Market service, according to the conditions stated in the GTC.

5. Common Provisions

- 5.1. NFCtron guarantees the validity of the ticket purchased through the Market service.

- 5.2. Tickets purchased through the Market service are subject to the complaints procedure according to Part VI of the GTC.
- 5.3. In the event of cancellation or change of the Event date, the procedure according to Part VI of the GTC shall be followed. The Buyer shall claim the right to a refund of the Admission Fee.
- 5.4. The Organizer is entitled to prohibit or restrict the Market service for a specific Event or ticket type.
- 5.5. NFCtron is entitled to refuse to publish an Offer or cancel the Seller Profile in case of suspicion of misuse of the service or violation of these Terms.

6. Ochrana osobních údajů

- 6.1. The processing of personal data of the Seller and the Buyer is governed by the NFCtron privacy policy available on the NFCtron website.
- 6.2. The Seller's bank details are processed exclusively for the purpose of paying out the financial funds for the sold ticket.

7. Závěrečná ustanovení

- 7.1. Matters not regulated by these Terms shall be governed by the GTC and the legal regulations of the Czech Republic.
- 7.2. NFCtron reserves the right to change these Terms at any time. The changes are effective upon publication.
- 7.3. Any disputes shall be resolved according to Part XII of the GTC.