

gCon - congress system

terms and conditions

These terms and conditions govern the provision of the service of selling the opportunity to participate in events. (hereinafter referred to as "Terms and Conditions")

1. Subject matter of the Terms and Conditions

These Terms and Conditions of the company T.R.I., s.r.o., CIN: 25605569, with registered office at Polní Chrčice 101, 280 02 Kolín, registered in the Commercial Register kept at the Municipal Court in Prague, Section C, Insert 54196 (hereinafter referred to as "T.R.I.") regulate the rights and obligations between T.R.I. and third parties arising from the sale of the possibility of participation in events through the online website gcon.me operated by T.R.I. and all related relationships.

2. Definition of terms

For the purposes of these Terms and Conditions and the relationship between T.R.I. and third parties and between such parties, the following terms shall have the following meanings:

- | | |
|-----------------|--|
| „Event“: | A conference, congress, meeting, exhibition, training, fair, etc. consisting of a consumer's attendance at such event at a predetermined time and place. |
| „Organiser“: | A natural or legal person, other than T.R.I., providing the organisation of a specific Event. |
| „Customer“: | A person using the services of T.R.I. to enter into a contractual relationship with the Promoter for the purpose of participating in the Event, even before entering into that contractual relationship. |
| „Registration“: | The registration system operated by T.R.I., enabling Customers, in particular, to order and sell the possibility of participation in the Event and all other actions related to participation in the Event. Registration means the possibility to participate in the Event and all related services. |
| „Web portal“: | The T.R.I. website at gcon.me, used to provide information about the Events offered and to register for such Events. |

3. Contractual Relationships

The Organiser and the person responsible for the implementation and content of the individual Events is only the Organiser, not T.R.I. T.R.I. only procures the sale of Registrations (participation opportunities) for the respective Organiser's Events for the Organiser, on the basis of a commission agreement concluded between the Organiser and T.R.I. within the meaning of § 2430 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "CC").

By purchasing a Registration, the Customer enters into a contractual relationship with a particular Event Organizer, the content of which is the provision of services on a predetermined date, in the form of enabling participation in the relevant Event. T.R.I. acts on behalf of the Organiser and on behalf of the Organiser to the extent necessary for the conclusion of the Event Participation Agreement between the Organiser and the Customer, for the publication of information and instructions of the Organiser on individual Events and for the receipt of the price for the provision of the Organiser's services from the Customer, or for the handling of other specified matters of the Organiser.

The execution and performance of the Event Participation Agreement, including the dates, quality and scope of the Event offered, is the sole responsibility of the relevant Promoter, who reserves the right to change them. For the purposes of these Terms and Conditions, the purchase of a Registration shall mean the payment of the price for the provision of the Organiser's services on the basis of the concluded Event Participation Contract. Unless otherwise expressly stated, all claims under the Event Participation Contract, including refunds of admission fees, must be made by the Customer directly with the Event Organizer.

By registering on the Web Portal, the Customer also enters into a relationship with T.R.I. to the extent set out in these Terms and Conditions, in particular in relation to the protection of the Customer's personal data, and expressly agrees to be bound by the Terms and Conditions.

4. Sale of Registrations

Registrations can only be purchased online via the Web Portal. The Customer is obliged to provide his/her personal and contact details in the registration form truthfully and completely and to check their accuracy before confirmation.

The Customer may purchase the Registration and pay for it by online payment according to the instructions in the confirmation email using the procedure set out on the Web Portal. The Customer is obliged to double-check the accuracy of the created order before submitting the request to purchase the Registration. By clicking on the "Register" button, the Customer sends his/her binding request to purchase the selected services.

In the event of any problem during the purchase process that prevents the purchase of the Registration from being completed, the Customer may contact info@tri.cz.

5. Pricing

The price of Registration or Services is listed on the Web Portal. The price at the time of purchase is always valid. The price of the Registration and Services is inclusive of the statutory VAT rate and includes all pre-sales charges.

The Customer is obliged, if he/she claims to be entitled to any discounts offered, to prove the legitimacy of the claim to the discount to the Organiser upon entering the Event venue. The discount terms and conditions are set out on the Web Portal for the relevant Event. In the event that the Customer is unable to prove that the above conditions for the discount are met directly at the Event venue, the Customer will not be allowed to enter the Event and will lose the right to a refund of the entry fee.

6. Claims

The Customer is obliged to check the accuracy and completeness of the Registration (especially the name of the Event, the place and time of the Event, the price and the services ordered) immediately after confirming it by e-mail. The Customer is obliged to notify any complaints regarding the content of the Registration immediately by electronic mail (e-mail) indicated on the Web portal. Later complaints will not be taken into account.

T.R.I. as a distributor of Registrations does not assume any responsibility for the Event organized by the Organizer. Complaints regarding the Event itself, in particular changes in its program, rescheduling or, in the extreme case, cancellation of the Event, including claims for compensation for damages incurred by the Customer or any third party in connection with the Event and any claims under the Event Participation Agreement, must be made by the Customer directly against the Event organizer.

By paying for the Registration, the Customer agrees to the terms and conditions of T.R.I.

In the event of non-receipt of the confirmation email, the Customer shall notify the email address info@tri.cz immediately.

In the event of an incorrect email address entered when creating a Registration, the Customer shall notify the email address info@tri.cz immediately, no later than the date of the relevant Event. Failure to do so by the date of the Event will result in forfeiture of the order without refund.

Any further claims arising from a breach of the customer's obligations after payment of tickets via the Web Portal will be disregarded. Any further disputes will be settled by legal means according to the laws of the Czech Republic.

7. Refund of Registration Fee and Organizer's Reservations

Short-term postponements of dates are possible for individual Events. Changed dates for Events are listed on the Web Portal. The Customer is obliged to check and follow any changes to the dates listed on the Web Portal.

The conditions for the refund of admission fees in the event of a complete cancellation of an Event shall be determined by the relevant Event Organiser within 10 days of the Event Organiser becoming aware of this fact. T.R.I. shall be entitled to refund the admission fee paid by the Customer only in the amount and under the conditions set out on the basis of the Organiser's order, provided that the Organiser provides adequate funds for this purpose. In the absence of such an instruction to refund fees to T.R.I. by the Organiser, Customers must pursue their claims under the Event Participation Agreement directly against the Organiser. In the event of cancellation of the Event, Customers will be informed of the refund policy on the Web Portal, in the form of a reply to an enquiry sent electronically to info@tri.cz.

If the original payment was made through a payment gateway (card payment), the payment will be refunded by a return transaction to the same account from which it was paid.

8. Final provisions

The provisions aimed at consumer protection under the law and these Terms and Conditions do not apply to Customers who enter into contractual relations with the Promoter and T.R.I. as entrepreneurs. Due to the nature of the service provided and the provisions of Section 1837(j) of the Civil Code, the Customer cannot withdraw from the Event Participation Agreement.

Should any provision of these Terms and Conditions become invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions shall remain unaffected. The Terms and Conditions shall come into force and effect on 1 January 2024 and T.R.I. reserves the right to change them at any time.

In the event that a consumer dispute arises between T.R.I. and the Customer arising from a contract of sale or a contract for the provision of services, which cannot be resolved by mutual agreement, the Consumer may submit a proposal for out-of-court settlement of such dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority.