

## **1. Definitions**

- 1.1 Purchaser – a person who purchases the Tallinn Card at the online shop.
- 1.2 User – a person who uses the Tallinn Card.
- 1.3 General conditions – the conditions established by the Tallinn Strategic Management Office (henceforth: *the seller*) for using the Tallinn Card online shop, purchasing the Tallinn Card at the online shop, and using the Tallinn Card.
- 1.4 Agreement – an agreement for purchasing and using the Tallinn Card, entered into between the seller and the purchaser.
- 1.5 Tallinn Card – a plastic Tallinn Card that gives its purchaser the right to use all of the Tallinn Card offers.
- 1.6 Seller – a Tallinn City institution that issues Tallinn Cards, organises their sales, and is liable for delivering them to the purchasers.
- 1.7 Online shop – an online environment at [tallinncard.ee](http://tallinncard.ee) that sells Tallinn Cards.
- 1.8 Tallinn Card partner – an entrepreneur or a city or state institution that enables a buyer, upon presenting a Tallinn Card, to use a product or service free of charge or with a discount at their museum, sight, guided tour, entertainment facility, café, restaurant, shop etc. and who is liable for all circumstances related to their product or service.

## **2. Contact information**

- 2.1 Seller: Tallinn Strategic Management Office, registry code 75023817, address Vabaduse väljak 7, 15199 Tallinn, Estonia, phone number +372 640 4757. All questions, complaints, and proposals regarding the purchase, delivery, and use of the Tallinn Card must be submitted to the seller's e-mail at [tallinncard@tallinnlv.ee](mailto:tallinncard@tallinnlv.ee).

## **3. General conditions**

- 3.1 General conditions apply in the relationship between the seller and the purchaser; they regulate the use of the online shop and the purchase and use of the Tallinn Card.
- 3.2 General conditions enter into force at the moment the purchaser electronically agrees with the conditions. When the purchaser verifies his or her agreement, the agreement between the seller and the purchaser enters into force.
- 3.3 If any provision of the general conditions is fully or partially revoked or turns out to be inapplicable, it does not affect the validity of other provisions.
- 3.4 The general conditions are drawn up in Estonian and translated into other languages. Upon any contradictions, the parties will proceed on the grounds of the Estonian version.
- 3.5 The online shop is operated on the basis of legislation in force in the Republic of Estonia. Any disputes concerning the use of the online shop are settled by negotiations. Complaints can be submitted to the Consumer Disputes Committee via e-mail at [avaldus@komision.ee](mailto:avaldus@komision.ee) or filed through an online dispute resolution platform at <http://ec.europa.eu/odr>. If all of the aforementioned ways fail to produce the desired result, the dispute will be settled at the Harju County Court.
- 3.6 The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Tallinn Card.

## **4. The rights, obligations, and liability of the seller**

- 4.1 The seller may terminate a Tallinn Card purchase if they have grounds to believe that the purchaser operates dishonestly.

- 4.2 The seller is not liable if a purchaser does not receive the Tallinn Card due to incorrect information that he or she has submitted or if the error is beyond the control of the seller.
- 4.3 The seller is not liable for lost, destroyed, ruined, or stolen Tallinn Cards, and will not issue a duplicate or compensate the money spent on the Tallinn Card.
- 4.4 The seller has the right to amend the general conditions. All amendments enter into force after they have been made public on the website.
- 4.5 The seller is not liable for the changes made by the Tallinn Card partners regarding their operating hours, ticket prices, etc.
- 4.6 The seller is not liable for the content or organisation of a service, exhibition, and/or event of a Tallinn Card partner. Such liability lies with the Tallinn Card partner.

## **5. The rights, obligations, and liability of the purchaser**

- 5.1 The purchaser is obligated to agree to and comply with the general conditions.
- 5.2 The purchaser confirms that he or she is an at least 18 years old natural person with active legal capacity (a person under 18 years of age must confirm that he or she has the consent of a legal representative to use the online shop and the money to purchase the ticket) or a representative of a legal person with all the rights to use the online shop and take on obligations in the name of this legal person.
- 5.3 According to clause 53 (4) 7<sup>2)</sup> of the Law of Obligations Act, the purchaser does not have the right of withdrawal.
- 5.4 The purchaser must consider that some Tallinn Card partners do not operate on national holidays, Mondays, and Tuesdays. The purchaser is liable for checking the operating hours for products and services offered by a Tallinn Card partner.
- 5.5 When making a purchase, the purchaser is obligated to submit correct information.

## **6. Payment and delivery**

- 6.1 An order by the purchaser has been received by the seller if they issue a verification of the order.
- 6.2 After receiving the order, the seller will issue an invoice to the purchaser by the next working day at the latest that must be paid within three working days.
- 6.3 After the required sum is paid, the seller will post the Tallinn Card in the next two working days.
- 6.4 The Tallinn Card will be delivered to the purchaser in the manner that he or she chose when concluding the order. A belated amendment of the delivery method or the place of delivery is not possible.
- 6.5 The purchaser can pick up the Tallinn Card from the Tallinn Tourist Information Centre or have it delivered to a suitable Omniva or Itella SmartPOST parcel machine.
- 6.6 After the Tallinn Cards are posted, the time of delivery depends on the transport service provider. More information is available at the websites of Omniva and Itella. The seller does everything in their power to have the Tallinn Card delivered as soon as possible. The seller does not assume liability for a delay caused by the transport service provider.
- 6.7 The Tallinn Card will not be bought back or exchanged.

## **7. Terms of use of the Tallinn Card**

- 7.1 The Tallinn Card is a personal card, it cannot be shared with or given to third persons.
- 7.2 The Tallinn Card can be used within a year after the purchase.

- 7.3 The Tallinn Card is activated upon its first use and remains valid for 24, 48, or 72 hours, depending on its type.
- 7.4 Each Tallinn Card partner can be visited once. Public transportation and the hop-on-hop-off tours can be used an unlimited number of times during the validity of the Tallinn Card. Special exhibitions may require an additional fee.
- 7.5 The offers made by Tallinn Card partners do not include other additional discounts or offers by the same partners.
- 7.6 If you have any questions about the Tallinn Card, visit our website at [tallinncard.ee](http://tallinncard.ee), the [Tallinn Tourist Information Centre](#) or contact us by phone at +372 640 4757 or +372 645 7777.
- 7.7 Forgery of the Tallinn Card is considered a crime.

## **8. Intellectual property**

- 8.1 The seller is the sole owner of the software, databases, and design of the Tallinn Card website.

## **9. Personal data protection**

- 9.1 The following personal data of purchasers will be processed for the purposes of service provision: first and last name, e-mail address, personal identification code, address, time of purchase, and purchased ticket types.
- 9.2 The following personal data of users will be processed for the purposes of service provision: phone number, active dates of the Tallinn Card, the visited Tallinn Card partners, and time of visiting.
- 9.3 The purchaser will submit their and the user's personal data in the online shop upon purchasing the Tallinn Card (excluding information regarding the use of the card), and the personal data will be used by:
  - 9.3.1 the seller for the purposes of issuing an invoice to the purchaser, delivering the Tallinn Card to the user, and solving any issues regarding the delivery and use of the Tallinn Card: first and last name, e-mail address, personal identification code, and address of the purchaser, the phone number of the user, the names of partners visited with the Tallinn Card, and time of visits;
  - 9.3.2 the Tallinn Card partners for the purpose of verifying the Tallinn Card upon providing services: type of ticket, dates of using the Tallinn Card;
  - 9.3.3 the webmaster of the Tallinn Card Trinidad Wiseman OÜ for the purposes of managing the online shop and forwarding the information to the seller: first and last name, e-mail address, personal identification code, address, and country of the purchaser, time of purchase, types of tickets purchased, and the phone number of the user;
  - 9.3.4 AS Eesti Post (Omniva) for the purpose of delivering the Tallinn Card to the user: the phone number of the user;
  - 9.3.5 Itella Estonia OÜ for the purpose of delivering the Tallinn Card to the user: the phone number of the user.
- 9.4 The basis for processing personal data for the purpose of providing services is the Tallinn Card purchase agreement, or these general conditions of the Tallinn Card. By making the purchase, the purchaser gives their consent for using these for Tallinn Card use statistics.
- 9.5 Pursuant to subsection 12 (1) of the Accounting Act, the personal data is preserved in the ticket sales system and the SAP business management environment for seven years, after which the data is made anonymous and stored to compile the Tallinn Card statistics.

9.6 Personal data is processed in accordance with the General Data Protection Regulation, the Personal Data Protection Act, and the Public Information Act, and based on the [Tallinn City terms for data protection](#).