

## **General Conditions of Tallinn Card**

### **1. Definitions**

- 1.1 Purchaser – The Tallinn Card purchaser who purchases from the Online Shop.
- 1.2 User – user of the Tallinn Card, whose name is entered in the online shop by the Buyer and is connected to the Tallinn Card.
- 1.3 General Conditions – conditions established by Tallinn City Enterprise Department for using the Tallinn Card Online Shop, and for purchasing from and the use of the Tallinn Card Online Shop.
- 1.4 Agreement – agreement concluded between Tallinn City Enterprise Department and the Purchaser on the purchase and use of Tallinn Card.
- 1.5 Tallinn Card – an electronic QR-ticket that gives the Purchaser the right to use all Tallinn Card offers.
- 1.6 Tallinn City Enterprise Department – the department of the City of Tallinn that issues Tallinn Card and organises its sale.
- 1.7 Online Shop – internet environment at the [tallinncard.ee](http://tallinncard.ee) domain address, which leads to the Online Shop.
- 1.8 Tallinn Card Partner – the company, city department or state agency that upon presentation of Tallinn Card allows the Purchaser to use a product or service for free or at a discounted price at the museum, attraction, tour, recreational establishment, cafe, restaurant, shop, etc. operated by them, and who is responsible for all circumstances relating to their product or service.
- 1.9 Ridango – the company that is in charge of the payment transactions of the Online Shop and delivering Tallinn Card to the Purchaser.

### **2. Contact details**

- 2.1 Tallinn City Enterprise Department: Tallinn City Enterprise Department, Reg. No. 75023817, address Vabaduse väljak 7, 15199 Tallinn, phone 640 4757. All questions, complaints, and proposals relating to Tallinn Card should be submitted to Tallinn City Enterprise Department by e-mail at [tallinncard@tallinnlv.ee](mailto:tallinncard@tallinnlv.ee).
- 2.2 Ridango: Ridango AS, Reg. No. 11717474, address Järvevana tee 7B, 10132 Tallinn. Questions and complaints relating to payments, purchase, and delivery of Tallinn Card should be submitted to Ridango AS by e-mail at [info@pilet.ee](mailto:info@pilet.ee).

### **3. General Conditions**

- 3.1 General Conditions are applied in the communication between the Purchaser and Tallinn City Enterprise Department, and they regulate the use of the Online Shop as well as the purchase and use of Tallinn Card.
- 3.2 General Conditions shall enter into force at the moment the Purchaser electronically confirms to agreeing with them. Upon agreeing with the General Conditions, the Agreement between the Purchaser and Tallinn City Enterprise Department is deemed as signed.

- 3.3 If any provision of the General Conditions is completely or partially invalid or unenforceable, the validity of remaining provisions of the General Conditions shall not be affected.
- 3.4 The General Conditions were prepared in Estonian and have been translated into other languages. In the case of contradictions, the Estonian version will prevail.
- 3.5 The use of the Online Shop is based on the legislative acts of the Republic of Estonia. All disagreements emerging during the use of the Online Shop are solved through negotiations. Complaints can be submitted to the Consumer Disputes Committee at [avaldu@komisjon.ee](mailto:avaldu@komisjon.ee), or by submitting a complaint through the Online Dispute resolution platform at <http://ec.europa.eu/odr>. If no result is achieved through any of the above-mentioned ways, the dispute shall be resolved at Harju County Court.
- 3.6 The United Nations Convention on Contracts for the International Sale of Goods is not applicable in the purchase of Tallinn Card.

#### **4. Rights, obligations and liabilities of Tallinn City Enterprise Department**

- 4.1 Tallinn City Enterprise Department can discontinue the purchase of Tallinn Card if there are grounds to suspect that the Purchaser is acting in a dishonest manner.
- 4.2 Tallinn City Enterprise Department is not liable for the failures caused by third parties during the making of payments.
- 4.3 Tallinn City Enterprise Department is not liable for the non-delivery of Tallinn Card if the Purchaser has entered his or her data incorrectly, or if the reason for failure does not depend on Tallinn City Enterprise Department.
- 4.4 Tallinn City Enterprise Department is not liable for any lost, destroyed, damaged, or stolen Tallinn Cards, does not issue duplicates, or compensate the money spent on the purchase of Tallinn Card.
- 4.5 Tallinn City Enterprise Department has the right to change the General Conditions. All changes shall enter into force after their publication on the web page.
- 4.6 Tallinn City Enterprise Department is not liable for the changes in the opening times, ticket prices, etc. of any Tallinn Card Partner.
- 4.7 Tallinn City Enterprise Department is not liable for the content or organisation of the services, exhibitions, and/or events of any Tallinn Card Partner. All relevant obligations rest with Tallinn Card Partners.

#### **5. Rights, obligations and liabilities of the Purchaser**

- 5.1 The Purchaser is obliged to agree with the General Conditions and follow them.
- 5.2 The Purchaser confirms that he or she is at least 18 years old and has active legal capacity (persons under 18 years old confirm that he or she has the agreement of a legal representative and the necessary finances to use the Online Shop), or is a representative of a legal person, who has all rights to use the Online Shop and assume obligations in the name of that legal person.
- 5.3 Pursuant to Article 53(4)( 7<sup>2</sup>) of the Law of Obligations Act, the Purchaser has no right of withdrawal.

- 5.4 The Purchaser must keep in mind that some Tallinn Card Partners may not work on [public holidays](#), or on Mondays and on Tuesdays. The Purchaser is responsible for checking the opening times of the product or service offered by Tallinn Card Partners.
- 5.5 Tallinn Cards purchased online shall be sent to the e-mail address provided by the Purchaser. If the Purchaser does not receive a letter of confirmation on completing the purchase within one hour of completing the purchase, the Purchaser has to contact the e-mail address [tallinncard@tallinnlv.ee](mailto:tallinncard@tallinnlv.ee).
- 5.6 The Purchaser is obliged to submit correct data when performing the purchase.

## **6. Conditions for use of Tallinn Card**

- 6.1 Tallinn Card is personal; it cannot be shared or transferred to other persons for use.
- 6.2 The duration of the validity of Tallinn Card starts on the date selected by the Purchaser upon making the purchase, and lasts from the moment of the first use of Tallinn Card for the number of hours marked on the ticket.
- 6.3 Each Tallinn Card Partner can be visited only once. The use of public transport and hop-on-hop-off tours is unlimited during the period of validity of Tallinn card. An additional fee may be requested to visit special exhibitions.
- 6.4 Any other additional benefits or offers provided by Tallinn Card Partners are not added to the offers of Tallinn Card Partners.
- 6.5 Tallinn Card cannot be refunded or exchanged.
- 6.6 If you have any questions regarding the use of Tallinn Card, please turn to the web page [tallinncard.ee](http://tallinncard.ee), [to Tallinn Tourist Information Centre](#) or phone +372 640 4757 or +372 645 7777.
- 6.7 The falsification of Tallinn Card is considered a crime.

## **7. Intellectual property**

Tallinn City Enterprise Department has exclusive rights to the software, databases and design of the Tallinn Card web page.

## **8. Protection of personal data**

- 8.1 The following data of the buyer are processed to provide the service: first and last name, e-mail address, country of location of the buyer, the time of purchase, types of tickets purchased.
- 8.2 The following data of the user are processed to provide the service: first and last name, dates of using the Tallinn Card, partners of the Tallinn Card visited with the Tallinn Card, and the times of visiting.
- 8.3 The buyer will provide the personal data of themselves and the user(s) in the online shop while buying the Tallinn Card (except for data related to the use of the card) and the personal data are used:
- 8.3.1 by Ridango to process the order, register the payment, and send the Tallinn Card to the buyer: first and last name of the buyer, their e-mail address, time of purchase, first and last name of the user(s), dates of using the card, and the reference number of the payment;

8.3.2 by the Tallinn City Enterprise Department to resolve issues related to purchasing, forwarding, and using the ticket, ask for feedback, and send newsletters to the buyer with the buyer's consent: first and last name of the buyer, their e-mail address, time of purchase, first and last name of the user(s), dates of using the Tallinn Card, partners of the Tallinn Card visited with the Tallinn Card, and times of visiting;

8.3.3 to compile usage statistics of the Tallinn Card: country of location of the buyer, not personalised;

8.3.4 by the partners of the Tallinn Card to verify the Tallinn Card upon providing services: first and last name of the user, type of ticket, dates of using the Tallinn Card;

8.3.5 by [Trinidad Wiseman OÜ](#), the webmaster of Tallinn Card, to manage the online shop and forward information to Ridango and the Tallinn City Enterprise Department: first and last name of the buyer, their e-mail address, country of location of the buyer, time of purchase, types of tickets purchased, first and last name of the user, dates of using the Tallinn Card.

8.4 Payment for the Tallinn Card will take place outside of the online shop, in the secure payment environment of [Nets Estonia AS](#). The Tallinn City Enterprise Department and Ridango have no access to the bank and credit card information of the client.

8.4.1 The Tallinn City Enterprise Department and Ridango do not process information related to the payment, except for when the buyer asks the Tallinn City Enterprise Department and/or Ridango to solve a purchase issue of the Tallinn Card and forwards the payment notice from the payment environment to the Tallinn City Enterprise Department and/or Ridango.

8.5 The grounds for processing personal data upon the provision of a service is the contract of purchase of the Tallinn Card, i.e. these General Conditions of the Tallinn Card. By purchasing the Tallinn Card, the buyer consents with the Tallinn City Enterprise Department asking for feedback about the service and compiling statistics about the use of the purchased Tallinn Card. Upon purchasing the Tallinn Card, it is also possible to agree or refuse to receive the VisitTallinn newsletter.

8.6 The buyer has the right to cancel their subscription of the VisitTallinn newsletter at any time in accordance with the instructions in the newsletter.

8.7 Consent for the processing of personal data cannot be withdrawn retroactively.

8.8 Pursuant to subsection 12 (1) of the [Accounting Act](#), personal data are stored in the ticket sales system for seven years, after which they are anonymised and stored to compile statistics of the Tallinn Card.

8.9 Personal data are processed pursuant to the [General Data Protection Regulation](#), the Personal Data Protection Act, and the [Public Information Act](#); [the Data Protection Requirements of the City of Tallinn](#) are considered.