#### **General Conditions of Tallinn Card**

#### 1. Definitions

- 1.1 Purchaser The Tallinn Card purchaser who purchases from the Online Shop.
- 1.2 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.
- 1.3 Agreement agreement concluded between Tallinn City Enterprise Department and the Purchaser on the purchase and use of Tallinn Card.
- 1.4 Tallinn Card an electronic QR-ticket that gives the Purchaser the right to use all Tallinn Card offers.
- 1.5 Tallinn City Enterprise Department the department of the City of Tallinn that issues Tallinn Card and organises its sale.
- 1.6 Online Shop internet environment at the tallinncard.ee domain address, which leads to the Online Shop.
- 1.7 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.
- 1.8 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.
- 2.2 Ridango: Ridango AS, Reg. No. 11717474, address Pärnu mnt 139E/13, 11317 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.

### 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 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 <a href="mailto:avaldus@komisjon.ee">avaldus@komisjon.ee</a>, or by submitting a complaint through the Online Dispute resolution platform at <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>. If no result is achieved through any of the above-mentioned ways, the dispute shall be resolved at Harju County Court.
- 3.5 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 a 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)(72) 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 national 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 <a href="mailto:tallinncard@tallinnlv.ee">tallinncard@tallinnlv.ee</a>.
- 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, to Tallinn Tourism 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 Personal data (name, e-mail address) entered by the Purchaser in the Online Shop are used for processing the order and payment, sending Tallinn Card to the Purchaser, the verification of Tallinn Card with partners, asking for feedback, and sending a newsletter to the Purchaser with the agreement of the Purchaser. The Purchaser's country of residence, dates of Tallinn Card use, and the ticket numbers issued to the users of Tallinn Card are used for statistics on the use of Tallinn Card.
- 8.2 Upon the purchase of Tallinn Card, the Purchaser agrees to Tallinn City Enterprise Department and Ridango forwarding such data about him or her that are necessary for completing the purchase of Tallinn Card, and for asking for feedback and compiling the statistics on the use of the purchased Tallinn Card by Tallinn City Enterprise Department.