Return policy

1. This Complaint Order (hereinafter referred to as the “Complaint Order”) of MADWIRE, s.r.o., with registered office at Šoltésovej 14, 811 08 Bratislava, Company ID: 47 436 310, Tax Identification Number: 202 390 1869, VAT Identification Number: SK 202 390 1869, registered in the Commercial Register of the District Court Bratislava I, Section Sro, File no. 92577/B (hereinafter the “Seller”) is issued in accordance with Act no. 40/1964 Coll. of The Civil Code as amended (hereinafter the “Civil Code”), Act No. 250/2007 Coll. on Consumer Protection, as amended (hereinafter referred to as the “Consumer Protection Act”), Act no. 102/2014 Coll. on consumer protection in the sale of goods or the provision of services on the basis of a distance contract or a contract concluded outside the premises of the seller and on amendments to certain acts (hereinafter referred to as the “ZoS”) as well as other generally binding legal acts.

2. The terms used in this Complaint Order are consistent with the terms set out in the currently applicable General Terms and Conditions of the Seller (hereinafter referred to as “GTCs”).

3. The purpose of this Complaint Order is to inform Buyers of the terms and manner of raising complaints (claims) regarding the kind, scope and quality of the Service provided on the Site and / or the defects of the Ticket purchased at one of the sales points listed on the Seller's website www.predpredaj.sk a na www.predpredaj.zoznam.sk (hereinafter the “Site”) including information on where it is possible to apply the claim by the Seller.

The Complaint Order applies exclusively to defects in the provision of the Service on the Site and / or the defects of the Ticket purchased at one of the sales points listed on the Site), in particular in the following cases:

- the payment of the price of the Ticket and / or the Gift Voucher in a different manner than the way stated in the GTCs,
- performing a duplicate and / or multiple payment of the price of the Ticket and / or Gift Voucher,
- payment of the price of the Ticket and / or Gift Voucher after the time limit for payment of their price,
- Ticket and / or Gift Voucher does not contain data according to GTCs,
- Electronic Ticket and / or Electronic Gift Voucher have not been delivered to the Buyer's email despite the payment of their prices (in the case of a defect caused by the Seller);
- Electronic Ticket and / or Electronic Gift Voucher can not be printed out (in the case of a defect caused by the Seller);
- despite the payment of the Standard Ticket and / or the Standard Gift Voucher, the Buyer has not received a verification code,
- Standard Ticket and / or the Standard Gift Card was not issued to the Buyer on the basis of the provided verification code, without breaching any Buyer's obligations under the GTCs.

For other defects, in particular defects related to the Event (e. g. complaints about performance, non-performance, delayed performance, course of performance, changes in the date of the Event and the related reimbursement of the Tickets), solely the Organizer of the Event is responsible, i. e. the Buyer is obliged to apply complaints of this kind directly to the Organiser of the Event for which the Buyer purchased the Ticket, unless the GTCs and the information published on the Site state otherwise.

4. The Seller is responsible for defects in the Services provided on the Site and the related defects of Tickets and / or Gift Vouchers that the Service has at the time of its provision or, which the Ticket and / or Gift Voucher has at the time of delivery and / or defects of a Ticket purchased at one of the sale points listed on the Site.
5. If the Buyer finds out that the Service and/or purchased Ticket and/or Gift Voucher has defects that have not been incurred for any reason on the Buyer's side, he is entitled to raise a claim in one of the following ways:
a) by post to the Seller's address,
b) by mail to reklamacie@predpredaj.sk, or
c) via the electronic form made available on the Site.

6. The Buyer is obliged to claim the defect of the Service and/or Ticket and/or the Gift Voucher provided without undue delay from the date of the defect's finding, no later than the day when the Event takes place, in respect of which the defect of the Service and/or Ticket has occurred; or until the last day of the Gift Voucher's validity, otherwise the right to raise a claim against the Seller is expires in its entirety (i.e. in the event of a delayed claim of a Ticket defect).

7. In the written complaint of the provided Service on the Site, the Buyer is required to enter his name and surname, the name of the Event, the e-mail under which the Buyer has access to the Site and to the Customer Profile, the name of the Event in which the Service is defective, a description of the defect of the Service based on which the complaint is being raised (i.e. to determine how the complaint is to be handled), contact details (email or postal address) to which a confirmation of settlement of the claim will be sent. In the written complaint of the defect of the Ticket and/or Gift Voucher, the Buyer is obliged to give his name and surname, name of the Event, e-mail given for a particular order and order number (if purchased by using the Service) and clearly and comprehensibly describe the subject of the complaint i.e. defects in the Ticket and/or Gift Voucher and what the complainant claims (i.e., how to fix the complaint), contact details (email or postal address) to which a confirmation of settlement of the claim will be sent.

8. If the Buyer's claim under the preceding item does not have the requisites and these are necessary to handle a claim, the Seller has the right to ask the Buyer to supplement them. The time for claim settlement begins from the date of receipt of the full claim (i.e. a claim with all the details under this Complaint Order), i.e., from the day of removal of complaint’s deficiencies, or adding the information and data needed to properly process the claim.

9. The Seller shall issue a written proof of the applied claim to the Buyer for each claim applied by the Buyer to the Seller - a copy of the complaint protocol on the currently valid form accepted by the Seller, which includes, inter alia, information on the Buyer's claim as well as the date of filing a full claim by the Buyer; if the means of remote communication (i.e. by e-mail or post) are used, the Seller will issue a confirmation in the same way and sends it to the same address as the claimant’s one. In the case of a claim that has no formalities under this Complaint Order and which has not been supplemented based on a call from the Seller, the Seller is not obliged to take into account such a claim.

10. The Seller is obliged to process the claim without undue delay, in justified cases no later than 30 days after the date of the claim made by the Buyer.

11. In assessing the merits of the Buyer's claim (i.e., the claim is well founded/unjustified), the Seller proceeds in the manner prescribed by the applicable legal regulations in force in the Slovak Republic, in particular according to § 18 par. 6 and 7 of the Consumer Protection Act. If Seller acknowledges the Buyer's claim as eligible, he will remove the Defects of the Service and/or Tickets and/or Gift Vouchers in the manner specified in the complaint protocol unless the Seller and Buyer agree otherwise.
12. The Seller shall provide the Buyer with a written confirmation of the settlement of the claim no later than within 30 days, which the Seller shall deliver to the Buyer to the postal address or e-mail address stated by the Buyer in the complaint (point 7 of this Complaint Order).

13. The right for a claim by the Buyer does not arise, or expires if the Service and / or Ticket and / or Gift Voucher defect has been caused due to reasons on the Buyer’s side.

14. Based on the findings of the complaint protocols, the Seller concludes the consequences, sets out the methods, manuals, and gives instructions to prevent possible further claims of a similar nature.

15. The Complaint Order shall enter into force on 01.07.2017. The Seller reserves the right to change the Complaint Order. The Complaint Order is applied in the version valid at the time of the purchase of the Ticket and / or the Gift Voucher until the full settlement of all claims arising therefrom.

16. The Complaint Order is an integral part of the current GTCs.

In Bratislava on 01.07.2017

MADWIRE, s.r.o.