TELETIKET

Rules, Terms and Conditions for Telephone Sales of eTiket Documents through the ČD Contact Centre – THE TELETIKET SERVICE

(Wording as of 4 March 2014)

Sales of travel documents, seat reservations, and sleeper and couchette supplements through the TeleTiket service are secured by the operator of the ČD Contact Centre. The use of these documents is subject to the Convention concerning International Carriage by Rail (COTIF), the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV), the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR), the Special Conditions of International Carriage for Non-Reservation Tickets (SCIC-NRT), and the ČD Special Agreement for International Transport (ZUJ), the ČD Contractual and Transport Terms for Public Passenger Transport (SPPO), and the ČD Tariff for Inland Transport of Passengers and Luggage (TR 10 Tariff).

1. Security and protection of information

The operator declares that all personal data are considered confidential, will be used only for internal purposes, and will not be made public, provided to third parties (with the exception of ČSOB, which handles payments, and the Police of the Czech Republic when investigating crimes or infractions) or otherwise abused. Personal data are collected for the purpose of telephone sales of travel and reservation documents.

In handling personal data, ČD is governed by Act No.101/2000 Coll., on protection of personal data.

During a telephone order, the customer grants consent to the collection and processing of a certain range of personal data. Only essentially necessary information is procured (name and surname of the payment card holder, name and surname of the passenger, identification card number (ČD discount card or identification card issued by a state administrative authority), payment card number, payment card expiration date, payment card CVC (CVV(CAV)) code, e-mail address of the passenger or of the payment card holder). The customer has the right to request the erasure or correction of personal data (modification or deletion of data) and the right to access personal data. Such requests must always be submitted in writing or via electronic mail.

Data pertaining to telephone orders are collected for the purpose of handling exercised rights (claims) under the transport contract and for purposes of retrospective verification. Information about the customer and his or her purchases is stored in a secure database and is not provided to third parties with the exceptions specified in the introductory paragraph.

2. Telephone orders

Documents can be purchased no earlier than 60 days prior to travel and no later than:

• at the time of the train's departure from the passenger's boarding station, in the case of an inland travel document:

- 2 hours prior to the train's departure from its originating station, in the case of a sleeper or couchette supplement;
- 3 days prior to departure, in the case of a document to a destination abroad First Minute Europe (Včasná jízdenka Evropa), SparNight or other announced acquisition offers.
- 15 minutes prior to departure when ordering an NRT international ticket.

Documents are non-transferable and are valid only with the piece of personal identification which the passenger specified, and only aboard the specific train (trains), route segment and day (period), for which they were purchased.

The number of First Minute Europe (Včasná jízdenka Evropa) and SparNight documents is limited to a contingent which is available until sold out.

In accordance with the contractual terms of the bank, payment for documents using a payment card can only be effected by the holder of the payment card which will be used for the payment. If the name of the customer ordering the documents does not match the name of the card holder at the time of payment, the order will be rejected.

If multiple documents for the same train are part of a single telephone order, the reservation system will automatically assign them adjacent seats, provided such seats are available. ČD does not guarantee that two or more passengers travelling together will be assigned seats next to each other.

Telephone orders for travel documents can be made almost 24 hours per day (the telephone call is subject to a fee) with the exception of regular interruptions for system maintenance, which are scheduled from 1 a.m. to 2 a.m.

In order to issue a travel document, the customer is further required to provide the following information:

- name and surname of the passenger;
- ID number: ČD discount card (e.g. In Karta card or pensioner card, etc.) or identification cards issued by a state administrative authority (civic identification card, driving licence, passport, etc.) bearing the passenger's name, surname, date of birth, card number and photograph.

In order to effect payment for the document and to send it to a specified place, the customer will be asked to provide the following information:

- name and surname of the purchaser (i.e. payment card holder);
- a specified place where the document should be sent (i.e. a selected station or the e-mail address of the ordering party or of the passenger);
- payment card number;
- payment card expiration date;
- payment card CVC (CVV(CAV)) code.

A telephone order can be cancelled up until the moment of payment.

The minimum total price of documents in a single telephone order is CZK 15; the maximum total price is CZK 30,000.

When confirming payment for an order, an employee of the ČD Contact Centre will provide the order number, which we recommend taking note of for resolving potential

irregularities and for faster ticketing in the event that the passenger will retrieve the document at a selected railway station.

Telephone orders for documents are subject to a fee, the amount of which is specified in the TR 10 Tariff. The customer will be informed of the fee and of its amount by the ČD Contact Centre operator.

3. Payment

For purchases, only embossed (relief) payment cards issued by VISA, MasterCard, Diners Club and American Express may be used. The bank which issued the payment card will provide information on whether it can be used to pay for a telephone order.

The placement of a telephone order using someone else's payment card is forbidden, and is a crime under Czech law.

4. Document

The travel document is generated as an eTiket document in PDF format and is always sent to the customer using the e-mail address which he or she provided at the time of purchase. The customer will print out this document himself or herself. The customer can also provide a telephone number, to which basic information about the ticket will be sent, including the transaction code, which in inland transport can be used on the train.

An inland document may be presented for inspection printed in A4 format, displayed on the screen of a portable electronic device, as part of an In Karta card, or it may be merely the communicated transaction code. In the event that the device is inoperable (e.g. due to an empty battery, etc.), the passenger is required to pay on the train the fare for which he or she demonstrates eligibility, including a handling surcharge. The customer must always present inland or international travel documents containing couchette or sleeper tickets and other international documents on the train in printed form.

If the passenger prints a document on his or her own printer, he or she is responsible for the adequacy of the print quality. Print quality can be verified with the help of a sample document, which is available on www.cd.cz. Printed inland and international documents must always be printed on A4 paper in an unmodified form. A QR code is generated on the document which must not be damaged, modified or folded.

International travel documents for the automobile train are not sold as TeleTiket documents.

If multiple documents are part of one telephone order, then they will form part of one PDF file.

5. Document use

The document is non-transferable and valid only in combination with the identification card the number of which is specified thereupon. When travel documents are

inspected, the passenger is required to present this identification card. Passengers who have purchased a ticket for a special fare (children, pensioners, holders of ZTP or ZTP/P cards, students with student identification and others), must demonstrate their eligibility for such a discount when travel documents are inspected by presenting valid identification per the TR 10 Tariff. Children under 10 years of age travelling alone shall establish their identity with a ČD identification card (student card or discount card) or a passport. If a child under 10 years of age is accompanied by a passenger with his or her own identification card, the same identification card number can be used for the child's travel document as for that of the accompanying person. A document with a discount for a group bears the name and identification card number of one of the passengers in the group, who must travel unconditionally. The same rule applies to Group Weekend Tickets.

If a passenger fails to present an identification card, if the identification card number does not match the number on the document, or if the travel document was issued for a different day, then this document is considered invalid. Damaged documents, documents with illegible information, an illegible QR code and documents bearing modified information will also be considered invalid. On the same day, inland tickets can also be used on different connections on the same route from those specified in the timetable on the travel document; in the case of international tickets, it is necessary to use the connection across the border which is specified on the ticket.

Passengers who have purchased a return document for a journey to a destination abroad are required to have it stamped by ČD train personnel on the "outbound" journey. If necessary, passengers are required to actively search for a ČD conductor and have their travel documents stamped. Otherwise, the ticket is invalid. This rule does not apply to travel documents from/to Germany, nor to overnight trains from/to Switzerland, the Netherlands and Denmark. It is also possible to issue one-way tickets from these countries, although in the case of Denmark only for an overnight connection.

If a passenger does not have a valid travel document per the above-mentioned terms and conditions, he or she is considered a passenger without a valid travel document in the sense of the SPPO, in international transport in the sense of the Convention concerning International Carriage by Rail (COTIF), the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV), and the ČD Special Agreement for International Transport (ZUJ).

6. Exercising one's right under the transport contract

As is the case for eTiket documents, the exercise of one's right (the lodging of a claim) under the transport contract for inland documents is generally subject to the relevant provisions of the Rules for Shopping in the ČD eShop, which are based on the SPPO in the case of inland travel documents, and on the ZUJ in the case of international travel documents.

A right under the transport contract can be exercised (a claim can be lodged) exclusively through the ČD eShop using the "Returns" link (recommended) or by sending an e-mail directly to eshopbox@cd.cz.

A right under the transport contract (claim) can be exercised no later than prior to the train's scheduled departure from the passenger's boarding station per the valid timetable. The station date stamp on the Claim Application or on the travel document, or the sending time of the e-mail (form) with the exercise of a right (claim) under the transport contract, or the time of a telephone call to the ČD Contact Centre are decisive for evaluating a claim to a refund.

In certain cases, a ticket and seat reservation may be printed together on a single document, although for purposes of processing a right (claim) exercised under the transport contract for reasons on the passenger's side, handling fees will apply to the ticket and seat reservation separately.

Refunds, less a fee per the SPPO, will be paid out to the passenger exclusively by means of a cashless transfer to the account associated with the payment card used to pay for the telephone order.

ČD, a.s. is required to settle the matter and to inform the claimant of the acceptance or rejection of his or her request within three months from the request's delivery date.

First Minute Europe (Včasná jízdenka Evropa) and SparNight documents to a destination abroad cannot be returned, changed or exchanged for reasons on the passenger's side (the document is forfeited without a claim to compensation).

When exercising a right (claim) under the transport contract for sleeper or couchette supplements, the following terms and conditions apply:

When returning separate sleeper or couchette tickets in ČD-ZSSK transport no later than one day prior to the train's departure, the charge deducted from the supplement is 10%, but no less than EUR 1 per space per night. If the couchette or sleeper was cancelled on the day of departure, but no later than 2 hours prior to the train's scheduled departure time, the fee amounts to 50% of the supplement, but no less than EUR 1 per space per night. In the event of a later cancellation, in contrast to the ZUJ, there is no claim to any refund. Other separately issued sleeper or couchette tickets can be returned one day prior to the train's departure, and the charge deducted from the supplement is 10%, but no less than EUR 3 per space per night. If the couchette or sleeper was cancelled on the day of departure, but no later than 2 hours prior to the train's scheduled departure time, the fee amounts to 50% of the supplement, but no less than EUR 3 per space per night. In the event of a later cancellation, in contrast to the ZUJ, there is no claim to any refund.

When exercising a right (claim) under the transport contract for NRT tickets, the following terms and conditions apply:

In contrast to the ZUJ, NRT tickets can be returned up to 1 day prior to the first day of validity with a service charge of 10%, but no less than EUR 3, and on the first day of validity with a service charge of 50%, but no less than EUR 3. After the first day of validity, the cancellation fee for returned international NRT eTiket documents is 100%.

The passenger is responsible for the correctness of the information provided by telephone to the ČD Contact Centre operator; subsequent claims or rights exercised under the transport contract will not be considered.

7. Contacts

ČD Contact Centre, tel. 840 112 113 or info@cd.cz.