

TERMS AND CONDITIONS

These Terms and Conditions govern the rights and obligations arising from contractual relationships established between Pexanova s.r.o., with its registered office at U Papírny 614/9, 170 00 Prague 7 – Holešovice, Company ID No.: 08938164, VAT ID No.: CZ08938164, entered in Section C, File 327803 of the Commercial Register maintained by the Municipal Court in Prague, as the operator of the ŠKODA ICERINK ice rink at Přetlucká 3422/23, 100 00 Prague 10 – Strašnice (hereinafter also referred to as the “Provider”), on the one hand, and natural and legal persons – users of the ŠKODA ICERINK ice rink (hereinafter also referred to as the “Clients” or individually as a “Client”), on the other hand, arising from these contracts (hereinafter also referred to as the “Contracts” or individually as a “Contract”). Certain relationships between the Provider and individual Clients may be contractually regulated differently from these Terms and Conditions.

The Provider declares that, in order to ensure even utilization and the smooth operation of the ŠKODA ICERINK ice rink at Přetlucká 3422/23, 100 00 Prague 10 – Strašnice (hereinafter also referred to as “ICERINK”), the iSport reservation system operated by VašeWebovky s.r.o., with its registered office at Menclova 2494/2a, 180 00 Prague 8, Company ID No.: 22773681, VAT ID No.: CZ22773681, entered in Section C, File 317109 of the Commercial Register maintained by the Municipal Court in Prague (hereinafter also referred to as the “Operator of the iSport reservation system”), is available at <https://icerink.isportsystem.cz/>.

Conclusion of the Contract

A Client wishing to reserve facilities (ice surfaces or fitness facilities) for their own purposes, or to register for participation in a public event (Family on Ice, Family Hockey, Pond hockey) organized by the Provider at ICERINK, enters their specific request in the reservation system after registration and login. After confirming that they have read these Terms and Conditions and expressed their agreement with them, the Client submits the reservation request or registration for participation in a public event.

Acceptance of the Client’s request into the iSport reservation system concludes a Contract between the Provider and the Client within the meaning of Section 1745 of Act No. 89/2012 Coll., the Civil Code, as amended. The subject of the Contract is the use of leisure time, where the Provider supplies the relevant service at the specified time. For this reason, with regard to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended, the concluded Contract cannot be withdrawn from even if the Client is a consumer (i.e., a natural person acting outside their business activity or independent profession). The Client therefore may not unilaterally change or cancel a reservation or registration for participation in a public event once it has been accepted by the iSport reservation system, and the Client’s contractual performance (payment for the reservation or participation) is enforceable.

Confirmation of acceptance of a facility reservation or event registration is sent to the Client by email and at the same time displayed on the screen. The Client is also asked to choose a payment method (bank transfer, payment gateway, or on-site payment by cash/payment card). If bank transfer is selected, the system sends an email with payment details. If the Client selects

payment by payment gateway, they are redirected to the Comgate payment gateway. In the case of Public skating at ICERINK, the Contract is concluded by purchasing a ticket.

Without the prior written consent of the Provider, the Client is not entitled to resell their facility reservations to third parties. This does not apply to the participation of third parties in events organized by the Client, provided that the Provider was informed in advance.

Cancellation Terms

If the Client needs to cancel or make any change to a submitted reservation, the Client must contact the Provider without undue delay at +420 608 001 703 and try to agree on an alternative solution. If no agreement is reached, the paid reservation fee is forfeited to the Provider; the fee for an unpaid reservation may also be enforced through legal action. If the reservation is cancelled or the contractual service cannot be provided for reasons on the Provider's side, the Client is entitled to a full refund of the amount already paid.

Complaints and claims

Any complaints and claims should be sent by post to the Provider's address or electronically to info@icerink.cz.

A Client who is a consumer (i.e., a natural person acting outside their business activity or independent profession) has the right to settle any dispute with the Provider out of court through the Czech Trade Inspection Authority – www.coi.cz. Out-of-court settlement is initiated upon the consumer's proposal submitted to the Czech Trade Inspection Authority. The requirements of the proposal are set out in Section 20n of Act No. 634/1992 Coll., on Consumer Protection, as amended. Among other things, the proposal must include proof that the Client was unable to settle the dispute with the Provider directly. The Client may submit the proposal no later than one year from the day they first exercised the right that is the subject of the dispute with the Provider.

The consumer also has the right to out-of-court dispute resolution by electronic means through the ODR platform – ec.europa.eu/consumers/odr/.

Information on the protection and processing of personal data

- Any personal data obtained from Clients by the Provider or the Operator of the iSport reservation system is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the GDPR), as amended. The protection of personal data of Clients who are natural persons is also ensured, among other things, by Act No. 110/2019 Coll., on the Processing of Personal Data.
- Under the terminology of the GDPR, the Provider is the controller of the relevant personal data and the Operator of the iSport reservation system is the processor of such personal data.
- By concluding the Contract, the Client acknowledges and agrees that the personal data provided by them (name and surname/business name, residential/registered office address, telephone number and email address) will be processed by the Provider and the Operator of the iSport reservation system through their authorized employees and using IT tools within the meaning of the GDPR (in particular collected,

recorded, organized, structured, stored on information carriers, etc.) and used for the purpose of concluding and performing Contracts (especially identification of Clients, records of submitted reservations and payments, and any further necessary communication with Clients). The personal data provided by Clients will be stored for the duration of this purpose, and neither the Provider nor the Operator of the iSport reservation system will disclose them to any third party.

- The Client has the right to access their personal data processed by the Provider and the Operator of the iSport reservation system, to request correction or deletion thereof, or restriction of processing, and has the right to object to the method of processing. Requests and objections should be sent by post to the Provider's address or electronically to info@icerink.cz.
- The Client acknowledges that they are obliged to enter their personal data into the iSport reservation system correctly and truthfully and, in the event of any changes, to update such data there without undue delay or to inform the Provider of the changes in another demonstrable manner.

Behaviour at ICERINK

During their presence on the ICERINK premises, the Client is obliged to comply with the Visitor Rules and Operating Rules available at www.icerink.cz and displayed at ICERINK, and also to follow any current instructions of the Provider. The Client is responsible for compliance with this provision by all persons whom the Client allows to use ICERINK under their reservation.

In matters not governed by these Terms and Conditions, the legal relationship between the Provider and the Client shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended, in particular its general provisions on obligations and contracts, as under Section 1746(2) of the said Act the concluded Contract is not specifically regulated as a separate contract type.

ONLINE PAYMENTS

Comgate, Verified by VISA, Mastercard Electronic, Mastercard SecureCode, mastercard, maestro, VISA, VISA Electron