

## General Terms and Conditions of BurdaMedia Extra s.r.o. valid for cooperation within the project “Dny Marianne extra letní slevy 2025” for entities with outlets and online stores operating within the territory of the Czech Republic

### 1. General Provisions

1.1 For the purpose of these General Terms and Conditions, the terms below are defined as follows:

<b>Agency:</b>	The Partner's media representative, whose precise designation is specified in the Binding Reservation, which the Agency signs on behalf of the Partner or together with the Partner, as appropriate. On the basis of a separate contract concluded with the Partner, the Agency is entitled to represent the Partner in the area of marketing and PR.
<b>Event:</b>	A Supplier-organized shopping event called “ <b>Dny Marianne Extra letní slevy</b> ” (Marianne Days Extra Summer Discounts), which will take place in the <b>Czech Republic</b> from <b>11 July to 14 July 2025</b> . The essence of the Event is to offer Buyers the opportunity to make discounted purchases in selected outlets and/or online stores of the Partner, where Buyers will be provided with a pre-specified discount/gift/service by the Partner. The purpose of the Event from the Partner's perspective is to promote the sale of the Partner's products and services.
<b>DM Application:</b>	A mobile application, through which Buyers can – for a fee - obtain a list of offers and Discount Coupons for selected outlets and Discount Codes to participating online stores.
<b>Magazine / Magazines:</b>	Magazines Marianne or Marianne Bydlení or Marianne Venkov & styl (according to the magazine specified in the Binding Reservation) published by the Supplier.
<b>Supplier:</b>	<b>BurdaMedia Extra s.r.o.</b> , ID No. (IČ): 152 73 598, with its registered office at Přemyslovská 2845/43, 130 00 Prague 3. The Supplier is a Czech legal entity - a limited liability company ( <i>in Czech: společnost s ručením omezeným</i> ) - registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry no. 1405.
<b>Event Manager:</b>	A web-based client interface operated by the Supplier, through which the Partner can fill in and submit the data required for its participation in the Event, including the individual specification of the performance offer in relation to Buyers, and deliver to the Supplier - in electronic form via an electronic network – any supporting information and documents, the delivery of which is necessary for the implementation of the Supplier's performance under the Event. <b>The Event Manager interface shall be available from 4 April to 30 April 2025 at the latest at <a href="https://slevy.marianne.cz/partner">https://slevy.marianne.cz/partner</a>.</b>

<b>Buyer:</b>	Anyone who presents a Discount Coupon at a Partner's outlet or enters a Discount Code from the DM Application in a Partner's online store and fulfils the conditions specified therein during the Event – i.e. from <b>11 July to 14 July 2025</b> in the <b>Czech Republic</b> .
<b>Partner:</b>	A Supplier's client, who is participating in the Event and whose exact designation is specified in the Event Manager and the Binding Reservation.
<b>Discount Code:</b>	A code available in the DM Application; if the code is used (subject to the fulfilment of any other conditions set out in the Module for online stores), the Partner is required to provide the Buyer with a specified discount, gift or service in its online stores.
<b>Discount Coupon:</b>	An electronic coupon available in the DM Application; if the coupon is presented, the Partner is required to provide the Buyer with a discount, gift or service in selected outlets, which is precisely specified on the coupon; the coupon may also contain other conditions that the Buyer is required to fulfil in order to receive the discount.
<b>Parties:</b>	The Supplier, the Partner, and the Agency, as appropriate.
<b>Binding Reservation:</b>	A contractual document issued by the Supplier to the Partner (or the Agency, as appropriate) for the purpose of its participation in the Event; it contains the necessary details, including a detailed specification of the Partner's offer in relation to the Buyers, containing a detailed specification of the performance of the Partner (or the Agency, as appropriate) provided as part of the Event.
<b>Customer Service:</b>	Telephone, email or chat-based support for Buyers' queries during the Event - i.e. <b>from 11 July to 14 July 2025 in the Czech Republic</b> – that is available within the standard operating hours of the Partner's customer service line.

- 1.2 Any and all relations between the Supplier and the Partner, which are not regulated by these General Terms and Conditions, shall be governed by the applicable legislation in force in the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code.

## **2. Subject of the General Terms and Conditions**

- 2.1 These General Terms and Conditions govern the rights and obligations of the Supplier and the Partner or the Agency, as applicable, in connection with the provision of performance in the course of the Event.
- 2.2 These General Terms and Conditions are binding on all Partners and Agencies; by signing a Binding Reservation, each Partner and/or Agency agrees to the terms and conditions set out in the Binding Reservation as well as these General Terms and Conditions. Once the Binding Reservation is signed by the Supplier and the Partner or Agency, a contract shall be concluded, the subject matter of which shall be the obligation of each party to provide the

performance specified in the Binding Reservation as well as these General Terms and Conditions (hereinafter the “**Contract**”). The approved specifications in the Event Manager shall also be binding on the Parties upon approval of the Binding Reservation.

- 2.3 Neither the Partner nor the Agency shall be entitled to accept the Binding Reservation with any additions or reservations of their own; such acceptance shall be deemed a rejection thereof.
- 2.4 The Supplier reserves the right to decide whether the Partner or the Agency should participate in the Event. The Supplier shall be entitled to refuse the participation of the Partner or the Agency in the Event for any reason whatsoever, in particular when the Event is at capacity.
- 2.5 Only active clients, who have already ordered or plan to order advertising in the Marianne, Marianne Bydlení or Marianne Venkov & styl magazines from the Supplier in 2025 (by the 9/25 issue at the latest), may be Partners in the Event. In case Partners from the segment of electronics and Home furnishings/decorations wish to take part in the Event, they must order advertising in the Marianne and Marianne Bydlení magazines in 2025 (by the 9/25 issue at the latest).

### **3. Rights and Obligations of the Supplier**

- 3.1 The Supplier shall:
  - a) Promote the Event in the Magazines and within advertising campaigns in connection with the Magazines in / on other media.
  - b) The Supplier undertakes to publish a list of the Partner’s outlets and online stores, if applicable, where the Event is taking place (including addresses and opening hours) in the DM Application.
  - c) Provide the Partner with a space on the Event website dedicated to the presentation of the Partner’s offer during the Event, including the presentation and contact details of the Partner and, where applicable, the Partner’s outlets where the Event takes place.
  - d) Post a Discount Coupon for the Partner’s outlet or online store in the DM Application, which will be explicitly identified in the Binding Reservation.
  - e) Provide the Partner with promotional materials, posters/stickers/security gate covers (as appropriate) with the logo of “Dny Marianne” for the promotion of the Event, in adequate quantities for certain selected outlets of the Partner, where the Event is to take place. Security gate covers will only be supplied by the Supplier upon the Partner’s request. In case the Partner does not request security gate covers, the Supplier will not provide them to the Partner. In the Event Manager, the Partner shall specify the selected outlets, to which the Supplier is to deliver the promotional materials **by 30 April 2025 at the latest**. After this date, the

Supplier shall deliver the promotional materials to the Partner's head office address, in the quantities determined at the discretion of the Supplier. The Partner shall then distribute the promotional materials, at its own expense, to its outlets where the Event is to take place. The Partner shall also bear the costs of distribution and transportation of the promotional materials, if the Partner enters incorrect or nonexistent addresses in the Event Manager. The Supplier shall notify the Partner by email sent to the email address provided by the Partner of the date the promotional materials are to arrive at the Partner's premises. If the promotional materials do not arrive to the Partner **by 30 June 2025 at the latest**, the Partner shall immediately inform the Supplier and agree with the Supplier on a replacement shipment. If the Partner fails to notify the Supplier, the Partner will lose the right to receive the promotional materials.

- 3.2 The Supplier has any and all rights and authorizations relating to the Event without which it would be impossible for the Supplier, the Partner or the Agency to fulfil the purpose of the cooperation within the Event. This includes, in particular, the right to use the logo and to use any advertising space rented by the Supplier for the purpose of promoting the Event at the Supplier's expense. If the Supplier is not able to exercise these rights and authorizations on its own, the Supplier undertakes to ensure that these rights and authorizations relating to the Event are secured by a third party.

#### **4. Rights and Obligations of the Partner**

4.1 The Partner shall:

- a) Provide the Supplier with underlying graphics for the processing of an electronic coupon, i.e. a product photograph in 300 DPI print quality, a text with the complete offer as well as a complete list of addresses of all the Partner's outlets where the Event is to take place, including opening hours and contact details, **no later than 30 April 2025** - in electronic form by uploading such materials to <https://slevy.marianne.cz/partner>.
- b) If the Partner fails to deliver the underlying graphics to the Supplier properly (i.e. in the manner, format and parameters as specified in these General Terms and Conditions and the relevant technical specifications) and on time, the Supplier shall not be required to prepare and publish the Partner's electronic coupon. If the Supplier fails to provide a certain area to the Partner and to publish the Partner's presentation within that area due to the Partner's delay in delivering the underlying materials, the Supplier shall be entitled to claim a contractual penalty from the Partner pursuant to Section 7.1 of these General Terms and Conditions.
- c) Place visibly within the Partner's outlets the promotional materials promoting the Event, which will be provided to the Partner by the Supplier, specifically a sticker/poster on glass of shop windows of the Partner's outlets, for a total of 7 days prior to the commencement of the Event and for the entire duration of the Event until its conclusion, i.e. **from 4 July to 14 July 2025 (inclusive)**.

- d) Promote the Event on the website of the Partner, who has purchased the online store partnership, specifically on the Partner's homepage for a total of **7 days prior to the commencement** of the Event until its conclusion, i.e. **from 4 July to 14 July 2025** (inclusive) in the Czech Republic.
- e) On the days of the Event, i.e. in the period from 11 July to 14 July 2025 in the Czech Republic, provide the Buyer with the performance specified in the DM Application (specifically in the electronic Discount Coupon for an outlet or online store after entering the Discount Code when making a purchase in an online store) in case of purchases in an outlet (from the start of opening hours) or in an online store (from 00:01 of the relevant day) of the Partner. The Partner is not entitled to arbitrarily change or even cancel the promised performance provided to the Buyer during the period of the Event.
- f) Observe the opening hours in the Czech Republic from 11 July to 14 July 2025 that are standard for these days (Friday, Saturday, Sunday, Monday), or extend the opening hours, but not shorten them; the Partner is required to notify the Supplier of its opening hours in advance (to be filled in at <https://slevy.marianne.cz/partner> in the Branches tab); the opening hours will be published on the special microsite of the Event or in the DM Application in the directory of individual outlets.
- g) Ensure the operation of its Customer Service for Buyers on the days of the Event, from 11 July to 14 July 2025 in the Czech Republic, provided the Partner has such Customer Service.
- h) In the event the Partner is unable to provide the promised performance to Buyers due to stock depletion, the Partner shall provide another performance as similar as possible to the original performance, at least of the same or higher value as the original performance. If this is the case, the Partner shall give Buyers a choice of several alternatives, where possible.
- i) Notify the Supplier of the success rate of the sales promotion, particularly by providing the number of Buyers who fulfilled the conditions set out in the Discount Coupon and requested and received the promised performance, no later than 1 August 2025, via a form to be sent by the Supplier to the email address of the Partner specified in the Event Manager well in advance.
- j) Provide a minimum discount of 25% on the entire range of products and services or a gift corresponding to the provided discount (subject to approval by the Supplier). Partners operating within the Home furnishings/decorations segment shall provide a minimum discount of 20% on products and services or a gift corresponding to the provided discount (subject to approval by the Supplier). The granting of the discount shall not be conditional on the amount of the purchase price, content of the purchased products or any other requirements. In case the discount is not granted due to the Partner's omission, the Partner shall be required to provide additional performance. Once the Binding Reservation is signed, the

Partner may only deviate from the discount amounts on the basis of a written agreement with the Supplier.

- k) Ensure that advertising for the Event or other promotion provided by the Partner by its own means (particularly on its website, social media or otherwise) contains clearly defined terms and conditions of the Event, particularly the provision of a discount or other benefit by the Partner (e.g. for outlets: for shops: “the discount shall be granted upon presentation of a Discount Coupon in the DM Application”; for online stores: “the discount shall be granted upon entering the Discount Code available in the DM Application). In addition, any online presentation, advertising for the Event or other promotion that the Partner provides by its own means shall be subject to written approval by the Supplier in order to maintain uniformity. In this regard, the Supplier shall, upon request, provide the Partner with up to 5 graphical online formats for such advertising. The Partner shall send the Supplier the specification of such advertising no later than 30 June 2025.

4.2 The Partner hereby expressly undertakes to ensure that no other promotional or marketing event that would promote the sale of the Partner's products and services or products and services of third parties by providing discounts, gifts or similar benefits would take place in the Partner's outlets listed in the List of Outlets or in any of the Partner's online stores (if not listed in the List of Online Stores) during the entire period of the Event, i.e. from 11 July to 14 July 2025 in the Czech Republic. For the avoidance of any doubt, such prohibited other promotional or marketing event shall also mean a promotional or marketing event in online stores of a Partner that has purchased a partnership for “brick-and-mortar” stores only and, conversely, an event in brick-and-mortar stores of a Partner that has purchased a partnership for online stores. Exceptionally, particularly in case of previous season sales, longer-lasting promotions for regular/club customers or holders of customer discount cards, etc. (hereinafter “**Other Promotions**”), the Partner may provide discounts during the period of the Event; however, subject to a prior written notice to the Supplier and the Supplier's written approval and solely on condition that the Partner:

- a) Provides the Buyer with performance, the value of which represents the sum of the performance provided within the framework of the Other Promotion and the performance that is listed and specified in more detail in the Event Manager (or in the Binding Reservation, as appropriate) - and thus provided on the basis of these General Terms and Conditions and the Binding Reservation (i.e. for example, the Partner first provides a discount according to the terms of the Other Promotion and then provides another discount on the discounted products under the Event, or the Partner provides additional benefits/gifts with the products discounted under the Event under the terms and conditions of the Other Promotion); or
- b) Provides the Buyer with the performance that is listed and specified in more detail in the Event Manager (or in the Binding Reservation, as appropriate) on the basis of these General Terms and Conditions and the Binding Reservation Booking (i.e. as part of the Event), with the value of such performance always being higher than the value of the performance provided within the Other Promotion.

- 4.3 The Partner or the Agency undertakes to ensure that the username and the password provided by the Supplier for access to the Event Manager are only disclosed to persons authorized to act for the Partner in matters relating to the cooperation in connection with the Event. The Partner and the Agency hereby undertake to ensure that all supporting documents and information provided by the Partner to the Supplier via the Event Manager are accurate and complete. The Supplier shall not be liable for any damage resulting from the submission of incorrect or incomplete documents and information by a person who has gained unauthorized access to the Partner's username and password.
- 4.4 If the Binding Reservation is signed by both the Partner and the Agency, the Agency shall be deemed to be authorized to represent the Partner in the implementation of the Event, to the extent of the detailed division of competences and responsibilities for the fulfilment of obligations arising from participation in the Event, to be specified in an annex to the Binding Reservation. In such case, this annex shall become an integral part of the Contract concluded in accordance with Section 2.2 of these General Terms and Conditions. If this annex is not attached to the Binding Reservation or does not fully regulate the relationship between the Partner and the Agency, the Partner and the Agency shall be jointly and severally liable for the fulfilment of the obligations.
- 4.5 If the Binding Reservation is only signed by the Agency, the Agency shall be deemed to be authorized to represent the Partner in all matters relating to the implementation of the Event. The division of competences and responsibilities between the Agency and the Partner for the performance of the obligations arising from participation in the Event is their internal matter; solely the Agency shall be solely responsible to the Supplier for the performance of these obligations; in particular, the Agency shall be responsible for the fulfillment of the Partner's obligations under this Article 4. This shall be without prejudice to the Supplier's rights against the Partner, particularly the rights under Article 7 of these General Terms and Conditions.
- 4.6 If the Partner purchases a presentation of its offer in the outlet, the Partner will only receive the presentation of its outlet (not its website or online store), i.e. the presentations on the microsite and in the DM Application will not contain links to the Partner's website or online store. The Partner may only order a presentation of its website or online store by purchasing the appropriate electronic coupons for online stores according to the Supplier's offer.
- 4.7 The Partner and/or the Agency may not advertise or offer Discount Coupons or Discount Codes via their websites, online stores, and social media or in any communications (electronic or written) to their customers.
- 4.8 Furthermore, the Partner and/or the Agency may not offer discounts on other products, other than those included in the offer to which Discount Coupons or Discount Codes apply under the Contract. The Partner and/or the Agency shall always require the Buyer to present a Discount Coupon or enter a Discount Code from the DM Application in order to provide a discount or another benefit.
- 4.9 The Partner and/or the Agency may not disclose or provide Discount Coupons or Discount Codes to any third party, particularly if there is a risk that the third party would disclose the Discount Coupons or Discount Codes in any way.



- 4.10 The Partner and/or the Agency may not commence or terminate the Event earlier, extend the Event, or otherwise adjust its timing other than as specified in the terms and conditions of the Event in accordance with these General Terms and Conditions and other documents that are part of the Contract. The obligation described in the previous sentence shall not apply to products which, due to their nature, are ordered by the Buyer in advance and require the Buyer to visit the outlet several times and, if necessary, modify their order (e.g. custom-made furniture, kitchen cabinets, etc.). In such cases, the Partner may indicate that orders can be placed in advance, whereas Discount Coupons must be attached thereto. It is entirely up to the Supplier to determine whether this is possible within the Event. In case of any doubt, the Partner or the Agency shall be required to ask the Supplier whether an exception under these provisions can be applied.

### **5. Rights Related to the Event**

- 5.1 The Event is the intellectual property of the Supplier, who reserves all rights to the Event. Without the prior written consent of the Supplier, no one is entitled to use the Event; in particular, no one is entitled to copy, imitate, or otherwise use promotional materials promoting the Event, copy visuals provided by the Supplier or use the Event logo. The Partner and/or the Agency hereby agree that the Supplier may use their logos and other materials for the Event that may be protected by law and that the Partner and the Agency provide or designate to the Supplier for the purpose of the Event.
- 5.2 Any and all information and data relating to the Event that are not expressly intended for publication or disclosure to third parties under these General Terms and Conditions, and information relating to the General Terms and Conditions, the Binding Reservation, and the Contract between the Supplier and the Partner or the Agency, constitute the Supplier's trade secrets.
- 5.3 Based on these General Terms and Conditions and the Contract, the Partner and the Agency undertake not to provide any promotional materials promoting the Event or any presentation of the Event or its form or other matters related to the Event, which may be delivered or disclosed to them by the Supplier, to any third party or make them available to the public before they are authorized to do so under these General Terms and Conditions, and not before 15 June 2025. The form of any promotional materials promoting the Event and the form of any presentations of the Event are the sole responsibility and at the sole discretion of the Supplier. The Partner or the Agency shall only provide the Supplier with assistance and nonbinding recommendations in this regard. The Partner and the Agency may not use the promotional materials for the Event for any purpose other than the presentation and promotion of the Event.
- 5.4 The Partner and the Agency authorize the Supplier to use the data provided under these General Terms and Conditions for the Supplier's marketing and promotional purposes.

### **6. Remuneration; Payment Terms**

- 6.1 The Partner or the Agency shall pay remuneration to the Supplier for the advertising space and for other forms of promotion provided on the basis of these General Terms and



Conditions and the Contract, in accordance with the valid price list specified in the Binding Reservation, plus the applicable statutory VAT.

- 6.2 The remuneration pursuant to Section 6.1 of these General Terms and Conditions is payable by bank transfer to the Supplier's CZK bank account: account no. 46455000/2700 held with Unicredit Bank a.s., no later than fourteen (14) days from the date of issue of the tax document (invoice), which the Supplier is required to issue for the payment of the remuneration. In case of the first advertising, the Partner or the Agency shall pay an advance invoice, **by 30 May 2025 at the latest**. In the event of any delay in the payment of the invoice, the Partner or the Agency shall pay a contractual penalty to the Supplier in the amount of 0.05% of the outstanding amount per day, starting from the first day of such delay until the payment; at the same time, the Partner or the Agency shall pay the full list price of advertising (i.e. the price of advertising without the granted discount). This shall be without prejudice to the Supplier's other rights under these General Terms and Conditions.

## 7. Contractual Penalty

- 7.1 In case the Partner breaches the obligations specified in Sections 4.1(h) or (i) of these General Terms and Conditions, the Partner or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 100,000** for each individual breach of any of the aforementioned obligations.
- 7.2 In case the Partner breaches the obligations specified in Sections 4.1(a), (b) or (f) of these General Terms and Conditions, the Partner or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 50,000** for each individual breach of any of the aforementioned obligations.
- 7.3 In case the Partner breaches the obligations specified in Sections 4.1(c), (d), (e) or (k) of these General Terms and Conditions, the Partner or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 60,000** for each individual breach of any of the aforementioned obligations.
- 7.4 In case the Partner breaches the obligation specified in Section 4.1(j) of these General Terms and Conditions, the Partner and/or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 50,000** for each individual breach thereof.
- 7.5 In case the Partner breaches any obligation specified in Section 4.2 of these General Terms and Conditions, the Partner and/or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 100,000** for each outlet, where the promotional or marketing campaign takes place, and a contractual penalty in the amount of **CZK 500,000** for each online store, where the promotional or marketing campaign takes place that promotes the sale of the Partner's products and services or products and services of third parties in the form of discounts, gifts or similar benefits.
- 7.6 In case the Partner or the Agency breaches the obligations specified in Section 4.7 or Section 4.8 of these General Terms and Conditions, the Partner and/or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 600,000** for each

day that the individual breach under these provisions continues. Individual breaches under Sections 4.7 and 4.8 shall be assessed separately.

- 7.7 In case the Partner or the Agency breaches the obligations specified in Section 4.9 of these General Terms and Conditions, the Partner and/or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 600,000** for each individual breach thereof.
- 7.8 In case the Partner breaches the obligations specified in Sections 4.10 and 5.3 of these General Terms and Conditions, the Partner and/or the Agency shall pay (jointly and severally) a contractual penalty to the Supplier in the amount of **CZK 600,000** for each individual breach of the aforementioned obligations.
- 7.9 For the purpose of this Article 7 of these General Terms and Conditions, “outlets” shall also mean individual outlets of a retail chain, pharmacies, or other outlets with which the Partner has entered into an agreement for the Partner’s participation in the Event.
- 7.10 The Partner and the Agency declare that they agree with the amount of the contractual penalties under this Article 7 of these General Terms and Conditions, as they are aware that the failure to comply with their contractual obligations is likely to damage the reputation and credibility of the Supplier and the Magazines, thereby adversely affecting (among other things) the success of the Event and the sale of the Magazines.
- 7.11 In case a claim arises or a contractual penalty is paid by the Partner or the Agency, it shall be without prejudice to the Supplier’s right to claim the remuneration specified in the Binding Reservation or the right to claim damages in full.
- 7.12 If the Supplier breaches the obligations specified in Section 3.1 of these General Terms and Conditions, the Supplier shall pay a single contractual penalty to the Partner in the amount of **CZK 40,000** or offer reasonable compensation in the form of advertising. However, in case the Supplier fails to fulfill its obligation specified in Section 3.1 due to the Partner’s failure to include all outlets participating in the Event in the list of outlets in the Event Manager, to correctly state the name or address of the outlet, to provide the necessary assistance when taking delivery of the materials, or to provide the Supplier with the supporting materials for advertising and the preparation of promotional materials and Discount Coupons, it shall not be considered a breach of these General Terms and Conditions by the Supplier.
- 7.13 Neither the Partner, nor the Agency, nor the Supplier shall be required to pay a contractual penalty if they breach the obligations specified in these General Terms and Conditions due to force majeure events, i.e. particularly due to accidents, fires, floods or other natural disasters, epidemics and similar events, where they could not have prevented them even with the use of reasonable effort. This shall not apply in the event of a failure to comply with an obligation, where the obligated party was already in default at the time the force majeure event occurred. The Partner, the Agency, and the Supplier undertake to inform each other if any force majeure event arises and undertake to proceed in such a way as to minimize the breach of obligations and any damage resulting therefrom.

- 7.14 The contractual penalty shall be payable by bank transfer to the Supplier's or Partner's bank account specified in the Binding Reservation within 10 (ten) days of the receipt of a written request for the payment thereof by the Partner or the Supplier.
- 7.15 The Partner and/or Agency acknowledge that the "Dny Marianne" logo is a trademark and that they are only entitled to use this trademark for the purpose and in the manner specified in these General Terms and Conditions and in the Binding Reservation. The Partner and the Agency undertake to ensure that the trademark is never used in a derogatory manner or in a manner that would or could damage the reputation of the Supplier or its products and services. In case of a breach of any obligation of the Partner and the Agency under this Section, the Supplier shall be entitled to claim a contractual penalty from the Partner and the Agency (jointly and severally) in the amount of **CZK 150, 000** for each individual breach of this obligation by the Partner or the Agency, whereas the Partner and the Agency undertake to pay (jointly and severally) such contractual penalty to the Supplier.

### **8. Term and Termination of Cooperation**

- 8.1 Cooperation between the Partner and/or the Agency and the Supplier shall always continue for the period necessary to fulfill all obligations of the Parties arising from the Binding Reservation and these General Terms and Conditions or the Contract, as appropriate.
- 8.2 The Contract concluded in accordance with Section 2.2 of these General Terms and Conditions cannot be terminated unilaterally. The Contract may be terminated by written agreement of the Parties.
- 8.3 In the event either Party breaches its obligations, having been notified of this fact and failing to remedy the breach within a reasonable period of time, or in the event either Party materially breaches its obligations, the other Party shall be entitled to unilaterally withdraw from the Contract concluded in accordance with Section 2.2 of General these Terms and Conditions. In this case, the Contract shall terminate on the date on which a written expression of will of the Party authorized to withdraw from the Contract is received by the Party in breach of its obligations. For the purpose of this Section, the Partner and the Agency shall be considered as one Party to these General Terms and Conditions and the Contract.

### **9. Costs of Performance**

- 9.1 Unless otherwise specified in the Binding Reservation or these General Terms and Conditions, each Party shall bear the costs incurred by it in connection with the performance of the Contract.

### **10. Miscellaneous Provisions**

- 10.1 The Parties undertake to provide each other in a timely manner with any and all information and supporting materials that are necessary for the proper and timely fulfillment of the obligations arising from these General Terms and Conditions and the Contract. In any matters relating to the Contract, the following contact persons are authorized to act on behalf of the Parties:

For the Supplier:

[akce@burda.cz](mailto:akce@burda.cz); mobile phone: +420 737 700 077

For the Partner:

Persons specified in the Binding Reservation and the registration form completed by the Partner (or the Agency, as appropriate).

- 10.2 If either Party provides the other Party with materials subject to patents, copyrights, or other similar rights for the purpose of fulfilling its obligations under the Contract, such rights shall remain with the Party providing the materials and shall not be transferred to the other Party in any way.
- 10.3 The Parties undertake to use any information obtained from each other in connection with the performance of these General Terms and Conditions and the Contract solely for the purposes of this Contract. The Partner and the Agency acknowledge that the Contract concluded with the Partner or the Agency is concluded on a non-exclusive basis, i.e. that the Supplier has the unrestricted right to choose other contractual partners for the Event.
- 10.4 The Partner has the right to cancel the Binding Reservation and withdraw from this Contract without being required to pay compensation in the amount specified in the Binding Reservation within 14 (fourteen) days of signing the Binding Reservation. If the Binding Reservation is cancelled and the Contract is consequently withdrawn after 14 (fourteen) days of signing the Binding Reservation, the Partner shall be required to pay compensation to the Supplier in the amount of the full price (including VAT) specified in the Binding Reservation, within 5 (five) days of the receipt of a written notice of withdrawal or partial withdrawal from the Contract by the Supplier. However, the Partner may not cancel the Binding Reservation if there are 50 (fifty) days or less remaining until the date of publication of the Discount Coupon in the DM Application. The Binding Reservation may only be cancelled and the Contract withdrawn by a written notice of withdrawal from the Contract, which must be received by the Supplier. If several different advertising spaces have been ordered on the basis of the Binding Reservation, it is possible to cancel the Binding Reservation - and thus withdraw from the Contract – only partially.

## **11. Final Provisions**

- 11.1 The provisions of these General Terms and Conditions form an integral part of every Binding Reservation or Contract, as appropriate, concluded between the Supplier and the Partner pursuant to Section 2.2 of these General Terms and Conditions. In the event a Binding Reservation contains express provisions that contradict these General Terms and Conditions, such express provisions of the Binding Reservation shall prevail.
- 11.2 These General Terms and Conditions may be amended by the Supplier at any time. The Supplier shall inform the Partner of any changes to the General Terms and Conditions in writing. If the Partner does not agree with the changes to the General Terms and Conditions, the Partner has the right to terminate the Binding Reservation or the Contract, as appropriate, subject to a notice period of 30 (thirty) days, starting on the day following the date of receipt of the written notice of termination. However, any changes to the General Terms and

Conditions shall not apply to Binding Reservations or Contracts, as appropriate, concluded prior to the effective date of such changes.

- 11.3 In case any provision of these General Terms and Conditions, Binding Reservation or the Contract becomes invalid, ineffective, or unenforceable, it shall not affect the validity and enforceability of the remaining provisions of these General Terms and Conditions, Binding Reservation or the Contract. The Parties undertake to replace such invalid, ineffective or unenforceable provision with valid, enforceable and effective provisions that best correspond in content and meaning to the content and meaning of the original provision that has become invalid, ineffective or unenforceable.
- 11.4 These General Terms and Conditions shall be governed by Czech law. Any disputes arising from these General Terms and Conditions, Binding Reservation or the Contract shall be submitted for resolution to the competent (general) court of the Supplier.
- 11.5 These General Terms and Conditions shall come into force and effect on the date of their publication on the Supplier's website at <https://slevy.marianne.cz/partner> (the aforementioned link will be functional as of 4 April 2025).