

Terms and conditions of BURDA International CZ s r.o. applicable to the cooperation within the project of “Dny Apetit 2022” (“Appetite Days 2022”) for companies with establishments and e-shops operated in the Czech Republic

1. General

1.1 For the purposes of these Terms and Conditions, the following terms shall have the following meaning:

Agency: Media representative of the Partner whose exact identification is provided in the Binding Reservation, which the Agency signs on behalf of the Partner or, as the case may be, together with the Partner. Under a separate contract concluded with the Partner, the Agency is entitled to represent the Partner in the field of marketing and PR.

Event: A shopping event organized by the Supplier, called **Dny Apetit (Appetite Days) (abbreviated DA)**, which will take place on 13-19 June 2022 in the Czech Republic. The basic purpose of the Event is to offer Buyers the possibility of a discounted purchase in selected outlets and/or in the Partner's e-shop, where the Partner provides the Buyers with a pre-defined discount/gift/service. The aim of the Event from the Partner's point of view is to boost the sales of the Partner's products and services.

Application: A mobile application, through which the Buyer obtains information about the Event and can pay to obtain a list of offers and Discount Coupons for selected outlets and Discount Codes for participating e-shops.

Magazine(s): The ‘Apetit’ magazine which is published by the Supplier.

Supplier: **BURDA International CZ s.r.o.**, Identification No. (IČ): 152 73 598, having its registered office in Praha 3, Přemyslovská 2845/43, postcode 130 00. The Supplier is a Czech legal entity, a limited-liability company, registered in the Companies Register maintained by the Metropolitan Court in Prague, section C, entry No. 1405.

Event Manager: Client web interface operated by the Supplier, through which the Partner is able to fill out and submit the information necessary for participation in the Event, including a specification of the supply offer in relation to the Buyer, and deliver to the Supplier in electronic form via an electronic network the

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- documents, the submission of which is required for the implementation of the Supplier's supply within the Event. The Event Manager interface is available from **1 March 2022** at <https://akce.burda.cz/>. If the Partner has already participated in the Event and is already registered in the Event Manager, he can use the same login information.
- Buyer:** Everyone who presents a Discount Coupon from the DA Application or, in the case of an e-shop, a Discount Code from the Magazine or from the DA Application, in the Partner's outlet in the Czech Republic during the Event, i.e., on 13-19 June 2022 and meets the conditions set out therein.
- Module:** Partner's presentation in the Magazine according to the selected format about the brand and the provided discount, gift or service provided in the outlet after presenting the Discount Coupon and/or on the e-shop after presenting the Discount Code, containing other conditions, if any, necessary to obtain the discount.
- Partner:** The Supplier's client who participates in the Event and whose exact identification is provided in the Event Manager and the Binding Reservation.
- Discount Code:** A code provided in the Apetit Magazine 6/22 or in the DA Application, upon entering of which (if any the other conditions specified in the Module for the e-shop are met) the Partner is obliged to provide the Buyer with a specified discount, gift or service in its e-shops.
- Discount Coupon:** A coupon provided in the Application, upon presentation of which the Partner is obliged to provide the Buyer with a discount, gift or service in selected outlets, which is precisely specified on the coupon, and which may contain additional conditions that the Buyer must to meet in order to obtain the discount.
- Parties:** Supplier, Partner or, as the case may be, the Agency.
- Binding Reservation:** A contractual document issued by the Supplier to the Partner (or the Agency, as the case may be) for the purpose of participating in the Event, containing the necessary information, including a detailed specification of the Partner's offer in relation to the Buyer, containing detailed specification of the supply provided by the Partner (or the agency) as part of the Event.
- 1.1 All relations between the Supplier and the Partner, which are not regulated by these Terms and Conditions, shall be governed by the applicable laws and regulations valid in the Czech Republic, including but not limited to Act No. 89/2012 Sb. (Collection of Laws), the Civil Code.

2. Subject of the Terms and Conditions

- 2.1 These Terms and Conditions regulate the rights and obligations of the Supplier and the Partner and, as the case may be, the Agency in providing supplies within the implementation of the Event.
- 2.2 These Terms and Conditions are binding upon all Partners and Agencies who, by their signature appended to the Binding Reservation, consent to the information and conditions stated in the Binding Reservation and in these Terms and Conditions. By signing the Binding Reservation, the Supplier and the Partner or the Agency enter into a contract, the subject of which is the obligation of each of the Parties to provide the supply specified in the Binding Reservation and these Terms and Conditions (“**Contract**”). The approved specifications in the Event Manager are also binding on the Parties after the approval of the Binding Reservation.
- 2.3 The Partner and the Agency are not entitled to accept the Binding Reservation with any of their amendments or reservations; such acceptance shall be deemed to be its refusal.
- 2.4 The Supplier reserves the right to decide about the participation of the Partner or the Agency in the Event. The Supplier is entitled to refuse the participation of the Partner or the Agency in the Event for any reason, in particular when the capacity of the Event is full.

3. Rights and obligations of the Supplier

- 3.1 The Supplier is obliged to:
- a) Promote the Event in the Magazine and in/on other media as part of advertising campaigns for the Magazine.
 - b) Provide the Partner, according to section 5.1. of these Terms and Conditions, with space with the size of 1/6 of the advertising page in the *Apetit Magazine* 6/2022 in the section dedicated to the presentation of the partner of the Event, in the form of presentation of the Partner’s offer in the Event. The location of the presentation shall be up to the Supplier. In addition, the Supplier undertakes to publish in the Application a list of outlets and, if applicable, also e-shops of the Partner in which the Event takes place (including addresses and opening hours).
 - c) Provide the Partner with space on the Event's website dedicated to the presentation of the Partner's offer in the Event, including the presentation and indication of the contact details of the Partner and, if applicable, the Partner's outlets in which the Event takes place.
 - d) Ensure, according to the Supplier's design, the processing of the graphic form and the subsequent production of the Partner’s Module for the outlet(s); the Partner's logo, typeface and/or "corporate colors" may not be used as part of the graphic

design and the Supplier is not obliged to use them. The Partner is obliged to comment on the design within 24 hours of its delivery on business days. In the event that the Partner does not comment on the design within the required period, the design will be deemed to have been approved by the Partner. The Partner may only reject the design in case of content errors or poor-quality processing. Subjective disagreement with the graphic form shall not be a reason to reject the design. The Partner may request no more than 2 design corrections.

- e) Ensure, according to the Supplier's design, the processing of the graphic form and the subsequent production of the Partner's Module for the e-shop; the Partner's logo, typeface and/or "corporate colors" may not be used as part of the graphic design and the Supplier is not obliged to use them. The Partner is obliged to comment on the design within 24 hours of its delivery on business days. In the event that the Partner does not comment on the design within the required period, the design will be deemed to have been approved by the Partner. The Partner may only reject the design in case of content errors or poor-quality processing. Subjective disagreement with the graphic form shall not be a reason to reject the design. The Partner may request no more than 2 design corrections.
- f) Publish the Module for the outlet or the Module with the Discount Code for the Partner's e-shop in issue No. 6/2022 of *Apetit Magazine* and in the Application, which shall be explicitly identified in the Binding Reservation.
- g) Provide the Partner with promotional materials (posters/stickers; display stands for RFID gates will be delivered by the Supplier only at the request of the Partner; if the Partner does not ask for display stands for RFID gates, the Supplier will not provide them to the Partner) with the Marianne Days logo for promotion of the Event in reasonable quantity, for certain selected Partner stores where the Event will take place. The Partner specifies in the Event Manager the selected stores where the Supplier is to deliver the promotional materials no later than **by March 31, 2022**; after this date, the Supplier shall supply the promotional materials in a quantity according to its discretion to the Partner's headquarters. The Partner will then distribute the promotional materials at its own expense to its stores where the Event will take place. The Partner bears the costs of distributing and transporting the promotional materials also in case it fills in wrong or non-existent addresses in the Event Manager. The Supplier shall notify the Partner by e-mail sent to the e-mail address provided by the Partner as to by which day the promotional materials should arrive at the Partner's address. If the promotional materials are not delivered to the Partner **by May 30, 2022** at the latest, the Partner is obliged to inform the Supplier immediately and agree with the latter on a substitute delivery. If the Partner does not inform the Supplier, it loses the right to receive promotional materials.

- 3.2 The Supplier has all the rights and authorizations related to the Event, without which it would not be possible for the Supplier, the Partner or the Agency to fulfill the purpose of cooperation within the Event. These are in particular the right to use the logo and use all advertising space

rented by the Supplier for the purpose of promoting the Event at the Supplier's cost. If the Supplier is not able to dispose of the above-mentioned rights and rights itself, it undertakes to ensure that these rights and authorizations with respect to the Event are secured by a third party.

4. Rights and obligations of the Partner

4.1 The Partner is obliged to:

- a) Deliver to the Supplier graphic materials for the processing of the Module, i.e., product photo in print quality of 300 DPI, the text with the complete offer, and the complete list of addresses of all Partner's outlets in which the Event will take place, including the business opening hours and contact details, no later than 1 April 2022, in in electronic form by uploading them to <https://akce.burda.cz/>.
- b) If the Partner fails to deliver the graphic materials to the Supplier properly (i.e., in such a way, in such a format and with such parameters as stated in these Terms and Conditions and the relevant technical specification) and in timely fashion, the Supplier will not be obliged to prepare and publish the Partner's Module.
- c) Provide the Buyer during the days of the Event, i.e., in the period from **13 June to 19 June 2022 in the Czech Republic**, when making a purchase in the outlet (from the beginning of the opening hours) or on the e-shop (from 00:01 o'clock on the relevant day), with the supply specified in the DA Application or the Magazine (specifically on the Module when purchasing in the outlet or in the Module for an e-shop after entering the Discount Code when making a purchase in an e-shop). The Partner may not arbitrarily change or even cancel the promised supply provided to the Buyer during the Event.
- d) Observe on 13 – 29 June 2022 in the Czech Republic the opening hours typical for those days, or extend the opening hours, but not reduce them; the Partner is obliged to inform the Supplier in advance about the opening hours (fill in this information at <https://akce.burda.cz/> in Branches tab); the opening hours will be published at a special microsite 'Event' or in the Application in the outlet directory.
- e) In the event that due to running out of goods the Partner is unable to provide the Buyer with the promised supply, it is obliged to provide another supply as similar as possible to the original, at least in the same value as the original supply or higher. If possible, in such a case, the Partner shall let the Buyer choose from several variants of the substitute supply.
- f) Notify the Supplier of the success of the sales promotion, in particular by providing information on how many Buyers have fulfilled the conditions specified in the Discount Module, and requested and received the promised

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- supply, no later than **9 July 2022**, through the application at <https://akce.burda.cz/>.
- g) Provide a minimum discount on the entire range in the amount of 20% or a gift corresponding to the provided discount (subject to approval by the Supplier). After signing the Binding Reservation, it is possible to deviate from the amounts of the discounts only on the basis of a written agreement with the Supplier.
- h) Ensure that advertising at the Event or other promotion provided by the Partner with its own resources (in particular on their websites, social media or otherwise) includes clearly defined conditions of the Event, including but not limited to the provision of a discount or other supply by the Partner (e.g., for outlets: "The discount is valid upon presentation of the Discount Coupon from the Application"; for e-shops: "The discount is valid upon entering the discount code which you will find in the Application or the Apetit Magazine 6/22"). In addition, each online presentation, advertisement at the Event or other promotion provided by the Partner with its own resources is subject to written approval by the Supplier, in order to maintain uniformity. In this regard, the Supplier shall provide the Partner upon request with up to 5 graphic online formats of such advertisements. The Partner is obliged to submit to the Supplier the assignment of such advertising no later than 9 May 2022.
- i) Place on a visible spot in the Partner's establishments the Event-related promotional materials that will be handed over to the Partner by the Supplier, namely the sticker/poster in the shop window of the Partner's stores, **for a total of 14 days** before the start of the Event and for the entire duration of the Event until its end. (**from May 30 until June 19, 2022**)
- 4.2 The Partner hereby expressly undertakes to ensure that for the entire duration of the Event, i.e., from 13 to 19 June 2022 in the Czech Republic, no other promotional or marketing activities take place in the Partner's outlets listed in the list of outlets and in any of the Partner's e-shops, promoting, in the form of providing discounts, gifts or similar benefits, the sales of the Partner's products and services or the products and services of third parties and exceeding, in terms of their nature overall, the benefits, discounts or the provision of gifts within the Event.
- 4.3 The Partner or the Agency undertakes to ensure that the username and password provided by the Supplier for access to the Event Manager are disclosed only to persons authorized to act on behalf of the Partner in matters relating to cooperation in the implementation of the Event. The Partner and the Agency thus undertake to ensure that all documents and information provided by the Partner to the Supplier through the Event Manager are correct and complete. The Supplier is not liable for damage, if any, that occurs as a result of the submission of incorrect or incomplete documents and information by a person who has wrongly obtained access to the Partner's username and password.

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- 4.4 If the Binding Reservation is signed by the Partner as well as the Agency, the Agency is deemed to be authorized to represent the Partner in the implementation of the Event, to the extent of detailed division of powers and responsibilities for fulfilling obligations arising from participation in the Event, which will be specified in an annex to the Binding Reservation. In such a case, that annex becomes an integral part of the Contract formed according to section 2.2 of these Terms and Conditions. If this annex is not attached to the Binding Reservation, or if it does not completely regulate the relationship between the Partner and the Agency, the Partner and the Agency shall be jointly and severally liable for the fulfillment of the obligations.
- 4.5 If the Binding Reservation is signed only by the Agency, the Agency is deemed to be authorized to represent the Partner in the implementation of the Event in all matters. The division of powers and responsibilities between the Agency and the Partner for the fulfillment of obligations arising from participation in the Event is their internal matter; the Agency is solely responsible to the Supplier for fulfilling these obligations, in particular it is responsible for fulfilling the Partner's obligations under this section 4. This shall be without prejudice to the Supplier's rights to the Partner, including but not limited to the rights according to Article 7 of these Terms and Conditions.
- 4.6 If the Partner purchases a presentation of his offer in the outlet, it will only receive a presentation of its outlet (not a website or e-shop), i.e., presentations in Magazines, on the microsite and in the Application will not contain links to the Partner's website or e-shop. The presentation of the Partner's website or e-shop can be ordered by the Partner only in the form of the purchase of the relevant modules for e-shops according to the Supplier's offer.
- 4.7 The Partner or the Agency are not entitled to advertise or offer Discount Coupons or Discount Codes on their website, e-shop, social media or in any (electronic or written) communication with its customers.
- 4.8 In addition, the Partner and/or the Agency are not entitled to offer a discount on products other than those that are part of the offer to which, according to the Contract, the Discount Coupons or Discount Codes will be applied. The Partner or the Agency are obliged to always require the Buyer to submit a Discount Coupon or enter a Discount Code from the Magazine or through the Application in order to provide a discount or other supply.
- 4.9 The Partner and/or the Agency may not disclose or provide the Discount Coupons or Discount Codes to any third party, in particular if there is a risk that the third party would publicly disclose the Discount Coupons or Discount Codes in any way.
- 4.10 The Partner and/or the Agency are not entitled to start the Event earlier, end the Event earlier or extend the Event, or otherwise set a time limit other than as stated in the conditions of the Event according to these Terms and Conditions and other documents which form the Contract.

5. Rights associated with 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 may copy, imitate or otherwise use promotional materials promoting the Event, copy the visuals provided by the Supplier or use the Event logo. The Partner or the Agency hereby agree that the Supplier use for the purposes of the Event their logos and other materials which may be protected by applicable laws and regulations and which the Partner and the Agency provide or designate to the Supplier for the purposes of the Event.
- 5.2 All information and data relating to the Event which are not expressly intended for publication or disclosure to third parties under these Terms and Conditions, and any information related to the Terms and Conditions, the Binding Reservation and the Contract between the Supplier and the Partner or the Agency are subject to the Supplier's trade secret.
- 5.3 Under these Terms and Conditions and the Contract, the Partner and the Agency undertake not to disclose the promotional materials promoting the Event or the presentation of the Event or its format, which will be delivered to them by the Supplier, to a third party or to the public before they are authorized to do so under the Terms and Conditions and the Binding Reservation, i.e., before the date of publication of the Magazines that contain the Modules and other items related to the Event. The form of promotional materials promoting the Event and the form of presentations of the Event is solely within the scope of powers and responsibilities and at the sole discretion of the Supplier. The Partner or the Agency will only provide the Supplier with assistance and cooperation and their non-binding recommendations in this regard. The Partner and the Agency are not entitled to 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 information provided in accordance with these Terms and Conditions for its marketing and promotional purposes.

6. Fee, terms of payment

- 6.1 The Partner or the Agency is obliged to pay the Supplier a fee for the provided advertising space and for other forms of promotion provided under these Terms and Conditions and the Contract according to the valid price list provided in the Binding Reservation plus the applicable VAT.
- 6.2 The fee according to section 6.1 of these Terms and Conditions is payable by wire transfer to the Supplier's bank account No. 5020017662/5500, held in Raiffeisenbank a.s., within fourteen (14) days of the issuance of the invoice which the Supplier is obliged to issue for the payment of the fee. In the case of the first advertisement, the Partner or the Agency is obliged to pay an advance invoice, no later than **16 April 2022**. In case of delay in payment of the invoice, the Partner or the Agency shall pay the Supplier a contractual penalty in the amount of 0.05% of the amount due per day, from the first day of delay until payment, and at the same time pay the full list price of the advertisement (i.e., the price of advertising without a discount). This shall be without prejudice to other rights of the Supplier under these Terms and Conditions.

7. Contractual penalty

- 7.1 Should the Partner breach the obligations specified in section 4.1 (a), (b), (d), (e) or (f) of these Terms and Conditions, the Partner or the Agency are (jointly and severally) obliged to pay the Supplier a contractual penalty in the amount of **CZK 5,000** for each single breach of any of the above-mentioned obligations.
- 7.2 Should the Partner breach the obligations specified in section 4.1 (c), (g), (h) or (i) of these Terms and Conditions, the Partner or the Agency are (jointly and severally) obliged to pay the Supplier a contractual penalty in the amount of **CZK 10,000** for each single breach of any of the above-mentioned obligations.
- 7.3 Should the Partner breach any obligation specified in section 4.2 of these Terms and Conditions, the Partner and/or the Agency are (jointly and severally) obliged to pay the Supplier a contractual penalty in the amount of **CZK 20,000** for each outlet, in which a promotional or marketing event takes place, and a contractual penalty in the amount of **CZK 50,000** for each e-shop featuring a promotional or marketing event which, in the form of discounts or gifts or similar benefits, promotes the sales of the Partner's products and services or the products and services of third parties.
- 7.4 Should the Partner or the Agency breach the obligations specified in sections 4.7, 4.8 or 4.9 of these Terms and Conditions, the Partner and/or the Agency are (jointly and severally) obliged to pay the Supplier a contractual penalty in the amount of **CZK 60,000** for each day when the individual breach according to these sections continues. Each individual breach according to sections 4.7, 4.8 and 4.9 shall be assessed separately.
- 7.5 Should the Partner breach the obligations specified in sections 4.10 and 5.3 of these Terms and Conditions, the Partner and/or the Agency are (jointly and severally) obliged to pay the Supplier a contractual penalty in the amount of **CZK 60,000** for each single breach of such obligation.
- 7.6 For the purposes of this Article 7 of these Terms and Conditions, outlets shall also mean individual outlets of a retail chain, or other outlets with whom the Partner has entered into a contract for the purpose of the Partner's participation in the Event.
- 7.7 The Partner and the Agency state that they agree with the amounts of contractual penalties under this Article 7 of these Terms and Conditions because they are aware that a failure to fulfill their contractual obligations is capable of damaging the good reputation and credibility of the Supplier and the Magazine and thus negatively affect, among other things, the success of the Event and the sales of the Magazine.
- 7.8 The entitlement or payment of a contractual penalty by the Partner or the Agency shall be without prejudice to the Supplier's right to the fee specified in the Binding Reservation and the right to damages in full.

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- 7.9 Should the Supplier breach the obligations specified in section 3.1 of these Terms and Conditions, it is obliged to pay the Partner an aggregate contractual penalty in the amount of **CZK 5,000**, or offer a reasonable compensation in the form of advertising. The Supplier's failure to fulfill its obligation specified in section 3.1 due to the fact that the Partner does not list all outlets participating in the Event in the list of outlets in the Event Manager, or incorrectly enters the name, address of the outlet or fails to provide the necessary assistance and cooperation when receiving the materials and also if it fails to provide the Supplier with materials for advertising and preparation of promotional materials and the Discount Coupons shall not be considered a breach of these Terms and Conditions.
- 7.10 Neither the Partner or the Agency nor the Supplier shall be obliged to pay a contractual penalty if they breach the obligations set out in these Terms and Conditions due to force majeure, i.e., in particular due to an accident, fire, flood or other natural disaster, epidemic or similar event, if they could not prevent them, even when using reasonable efforts. This shall not apply to any instances of non-fulfillment of an obligation, where the obligated party was already in default with its fulfillment at the time of occurrence of force majeure. The Partner, the Agency and the Supplier undertake to inform each other about the occurrence of force majeure and to proceed such as to minimize the breach of obligations and the resulting damage.
- 7.11 The contractual penalty is payable by wire transfer to the Supplier account or the Partner's account specified in the Binding Reservation, within 10 (ten) days of the receipt of the written request for its payment to the Partner or Supplier.
- 7.12 The Partner and/or the Agency acknowledge that the "Dny Apetit" ("Appetite Days") logo is a trademark and that may use this trademark only for the purpose and in the manner specified in these Terms and Conditions and in the Binding Reservation. The Partner and the Agency undertake to ensure that the trademark is never used in a defamatory manner or in a way that would hurt or could hurt the reputation of the Supplier or its products and services. In the event of a breach of any obligation of the Partner and the Agency under this paragraph, the Supplier is entitled to demand from the Partner and the Agency (jointly and severally) and the Partner and the Agency (jointly and severally) undertake to pay the Supplier a contractual penalty in the amount of **CZK 15,000** for each single breach of such obligation of the Partner or the Agency.

8. Duration and termination of cooperation

- 8.1 The co-operation between the Partner and/or the Agency and the Supplier will always take place for the time strictly necessary for the fulfillment of all obligations of the contracting Parties arising from the Binding Reservation and these Terms and Conditions or, as appropriate, from the Contract.
- 8.2 The Contract entered into according to section 2.2 of these Terms and Conditions cannot be terminated by a notice. The Contract may be terminated by written agreement of the Parties.
- 8.3 In the event that either Party breaches its obligations and has been notified and has not remedied the default within a reasonable grace period, or in the event that either Party

materially breaches its obligations, the other Party is entitled to unilaterally withdraw from the Contract concluded in accordance with section 2.2 of these Terms and Conditions. In such case, the Contract expires on the day on which the manifestation of the will of the entitled Party to withdraw from the Contract was delivered in writing to the defaulting Party. For the purposes of this paragraph, the Partner and the Agency shall be considered as one Party to these Terms and Conditions and the Contract.

9. Costs of the supply

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

10. Other arrangements

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

On behalf of the Supplier:

akce@burda.cz, phone #: 221 589 180

On behalf of the Partner:

persons listed in the Binding Reservation and the application form filled in by the Partner (and the Agency, as the case may be).

- 10.2 If one of the Parties transfers to the other Party, for the purpose of fulfilling the obligations arising from the Contract, materials to which patents, copyrights or other rights of a similar nature are attached, these rights shall remain with the transferring Party and do not pass to the other Party in any way.
- 10.3 The Parties undertake to use the information obtained from the other Party in connection with the performance of these Terms and Conditions and the Contract solely for the purposes of this Contract. The Partner and the Agency acknowledge that the Contract with the Partner or the Agency is concluded as non-exclusive, i.e., that the Supplier has an unrestricted right to choose other contractual partners for the Event.
- 10.4 The Partner is entitled to cancel the Binding Reservation and withdraw from this Contract without the obligation to pay compensation fee in the amount specified in the Binding Reservation, within 14 (fourteen) days of the signing of the Binding Reservation. However, the Partner is not entitled to cancel the Binding Reservation if there are 50 (fifty) days or less left until the date of publication of the Magazine. Cancellation of the Binding Reservation and withdrawal from the Contract is possible only by written notice of withdrawal from the Contract, which must be served to the Supplier. If several different advertising spaces have been ordered through the Binding Reservation, it is possible to cancel the Binding Reservation, and thus to withdraw from the Contract, also only partially. If the Binding

Reservation is canceled, and thus the Contract is withdrawn from after the expiry of 14 (fourteen) days from the signing of the Binding Reservation, the Partner is obliged to pay the Supplier a compensation fee in the amount of the full price (including VAT) specified in the Binding Reservation, within 5 (five) days of the delivery of the written notice of withdrawal or partial withdrawal from the Contract to the Supplier.

11. Final provisions

- 11.1 The provisions of these Terms and Conditions form an integral part of each Binding Reservation or, more precisely, the Contract between the Supplier and the Partner according to section 2.2 of these Terms and Conditions. In the event that the Binding Reservation contains an explicit agreement that is inconsistent with these Terms and Conditions, the explicit provision of the Binding Reservation shall prevail.
- 11.2 Each Binding Reservation or, more precisely, the Contract contains:
- Approved specification of the Partner's offer for readers and clients of the main sponsor in the Event Manager (obligatory content),
 - Division of responsibilities for the fulfillment of obligations between the Agency and the Partner (optional content).
- 11.3 These Terms and Conditions may be amended by the Supplier at any time. The Supplier shall inform the Partner in writing of any change in the Business Conditions. If the Partner does not agree with the changes to the Terms and Conditions, he has the right to terminate the Binding Reservation or, more precisely, the Contract, with a notice period of 30 (thirty) days, which begins to run from the day following the day of delivery of the written termination notice. However, changes, if any, to the Terms and Conditions do not apply in any way to Binding Reservations, or to Contracts concluded before the effective date of such changes.
- 11.4 In the event that any provision of these Terms and Conditions, the Binding Reservation or, more precisely, the Contract becomes become invalid, ineffective or unenforceable, it shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions, the Binding Reservation or, more precisely, the Contract. The Parties undertake to replace the invalid, ineffective or unenforceable provision with a valid, enforceable and effective provision which, in its content and meaning, best corresponds to the content and meaning of the original provision which has become invalid, ineffective or unenforceable.
- 11.5 These Terms and Conditions are governed by Czech law. Any disputes that may arise from these Terms and Conditions, the Binding Reservation or, more precisely, the Contract shall be submitted for decision to the competent court (of general jurisdiction) of the Supplier.
- 11.6 These Terms and Conditions come into force and take effect on the day of publication thereof on the Supplier's website at <https://burda.cz/cs/inzerce/ke-stazeni/tisk> and <https://akce.burda.cz/cs/events>.



BURDA International CZ s.r. o.

Přemyslovská 2845/43 • 130 00 Praha 3 • Phone +420 221 589 411 • Fax +420 296 521 368
