

Terms and Conditions for On-line Sales of Beskydská Golfová, a.s.; with registered office: 415, 739 61 Ropice, Business ID 25352920, VAT No. CZ25352920; the company registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, File 1463 for the sales of goods and services through the on-line store located at [www.beskydgolf.com](http://www.beskydgolf.com) and in the Ropice Golf Resort application (hereinafter referred to as the application).

## 1. Introductory Provisions

1.1. These Terms and Conditions (hereinafter referred to as “Terms and Conditions”) of the trading company Beskydská Golfová, a.s. (hereinafter referred to as the “Seller”), in accordance with the provisions of §1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”), regulate the mutual rights and obligations of the contracting parties in connection with or on the basis of the Purchase Contract (hereinafter referred to as the “Purchase Contract”) concluded between the Seller and another natural person (hereinafter referred to as the “Buyer”) through the Seller's on-line store. The on-line store is operated by the Seller on the Website located at [www.beskydgolf.com](http://www.beskydgolf.com) (hereinafter referred to as the “Website”), through the interface of the Website (hereinafter referred to as the “Store Web Interface”) and in the Ropice Golf Resort application

1.2. The Terms and Conditions do not apply if the person who intends to purchase goods or services from the Seller is a legal person or a person who acts in the course of ordering goods or services in the course of his/her business or in the course of his/her independent exercise of his profession.

1.3. Provisions deviating from the Terms and Conditions can be agreed in the Purchase Contract. Any different arrangements in the Purchase Contract shall prevail over provisions of the Terms and Conditions.

1.4. Provisions of the Terms and Conditions are an integral part of the Purchase Contract. The Purchase Contract and Terms and Conditions are written in the Czech language.

1.5. Seller is allowed to change or add text of the Terms and Conditions. This provision shall not affect rights and obligations arising during the period of effectiveness of the previous version of Terms and Conditions.

1.6. For the purposes of these Terms and Conditions, the service means the purchase of admission to the golf course in Ropice.

## 2. User account

2.1. Upon registration of the Buyer carried out on the Website, the Buyer may access his/her user interface. For the purpose of registration, the following information is required to be taken from the Buyer: membership in the Federation; personal data - first name, surname, gender, date of birth, telephone number; access data - e-mail, user password. The Buyer can order goods or services using his/her user interface (hereinafter referred to as “user account”).

2.2. When registering on the Website or in the Application and when ordering goods or services, the Buyer is obliged to provide all information correctly and truthfully. The Buyer is obliged to update data referred to in the account in case of any change. Data provided by the Buyer in the user account and while ordering goods or services are considered as correct by the Seller.

2.3. Access to the User's account is to be secured with a user name and password. The Buyer is obliged to maintain confidentiality regarding the information required to access his/her user account.

2.4. The Buyer may not allow using the user's account by third parties.

2.5. The Seller may cancel the User's account, especially when the Buyer has not used his/her account for more than 18 months, or if the Buyer breaches his/her obligations given by the Purchase Contract (including the Terms and Conditions).

2.6. The Buyer acknowledges that the User's account does not have to be available continuously, especially with regard to necessary maintenance of hardware and software equipment of the Seller, or necessary maintenance of hardware and software of the third parties.

### 3. Conclusion of the Purchase Contract

3.1. Since the Buyer is a consumer, the proposal for conclusion of a contract - an offer, is the placement of the offered goods and services on the Seller's Website and application. The Purchase Contract is deemed as established when the Buyer sends an order by pressing the Book and Pay button.

3.2. The Buyer is to be make familiar with these Terms and Conditions and the Privacy Policy before entering into the contract. The Buyer's unconditional acceptance of the wording of these Terms and Conditions, with which he/she has had the opportunity to familiarise him/herself, and his/her commitment to comply with these Terms and Conditions is the condition of conclusion of the contract. The Terms and Conditions shall form an integral part of the Purchase Contract, including the annexes to the Terms and Conditions. In case of any conflict, the wording of the Purchase Contract shall prevail over the wording of the Terms and Conditions.

3.3. The Seller shall promptly acknowledge receipt of this order. The Seller shall not be liable for any errors in data transmission. The Buyer shall not be entitled to change the terms of the Seller's offer in the order, even if these changes are insignificant.

3.4. The web interface of the store contains information about the goods or services, including the prices of the individual goods or services; due to the nature of the goods or services sold and the impossibility of returning them, the costs of returning the goods or services to the Seller are not included in these Terms and Conditions. Prices for services include value added tax and all related fees. This provision does not limit the Seller's option to conclude a Purchase Contract upon individually negotiated conditions.

3.5. The information of the price of the goods or services stated by the Seller shall be binding, except for obvious errors, for instance if the price quoted for the goods or services is incorrect and significantly different from the price of comparable services. The Seller shall inform the Buyer of this fact promptly.

3.6. Due to the nature of the service sold, the web interface of the store does not contain information about the costs associated with packaging and delivery, as no such costs are incurred. Information on such costs is provided with the goods.

3.7. Before sending the order to the Seller, the Buyer is allowed to check and change the data that the Buyer has entered in the order; at this stage the Buyer is given the opportunity to identify and correct errors arising from data entry before placing the order.

3.8. The data specified in the order are deemed by the Seller to be correct. The Seller shall confirm receipt of the order to the Buyer immediately upon receipt of the order by e-mail to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-

mail address”).

3.9. The Seller is always entitled to ask the Buyer for additional order confirmation (for example, in writing or by telephone).

3.10. The Seller reserves the right not to provide the ordered service in case of stock exhaustion or loss of the Seller's ability to perform. The Seller shall notify the Buyer of this fact without undue delay. The Buyer shall not have any legal or indemnity claims against the Seller in the event of a lack of available dates or in the event of unavailability of services.

3.11. The Buyer agrees to use of remote means of communication in concluding the Purchase Contract. The costs incurred by the Buyer in using remote means of communication in connection with conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by the Buyer, without any difference from the basic rate.

3.12. By submitting an order, the Buyer confirms that the Seller provided him/her with the following information on the Website and in the Terms and Conditions, pursuant to §1811 to §1820 of the Civil Code.

#### 4. Price of services and payment terms

4.1. The Buyer may pay the price of the goods or services to the Seller only by cashless payment with a card through a payment gateway when ordering the goods or services; in case of ordering a service always before the actual provision of the service.

4.2. Any discounts on the price of the goods or services provided by the Seller to the Buyer cannot be combined with each other.

4.3. If it is usual in the course of trade or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - invoice for the payments made under the Purchase Contract, to the Buyer. The Seller is the payer of value added tax. A tax document - invoice shall be issued by the Seller to the Buyer after payment of the price of the goods or services; and it shall be sent in electronic form to the Buyer's electronic address. By concluding the Purchase Contract, the Buyer agrees to send the invoice to the Buyer's electronic address.

#### 5. Withdrawal from the Purchase Contract

5.1. The Buyer-Consumer acknowledges that, according to the provisions of § 1837 of the Civil Code, he/she as a consumer cannot withdraw from the contract for provision of services if they have been performed with his/her prior express consent before the expiry of the withdrawal period and if the entrepreneur has informed the consumer prior to the conclusion of the contract that in this case he/she has no right to withdraw from the contract,

5.2 The Seller shall inform the Buyer that the services offered by him/her, which are covered by these Terms and Conditions, fall under provision of §1837 (j) of the Civil Code and therefore that the Buyer is not entitled to withdraw from the Purchase Contract.

5.3. In case of purchase of the goods, the withdrawal period is 14 days from the date of receipt of the goods, or from the date of receipt of the last delivery of the goods if the subject of the contract includes several types of goods or the delivery of several parts.

5.4. In order to comply with the withdrawal period, the Buyer must send a statement of withdrawal within the particular withdrawal period.

5.5. To withdraw from the contract, the Buyer may use the sample withdrawal form provided by the Seller. The Buyer shall send the withdrawal form to the e-mail or delivery address of the Seller specified in these Terms and Conditions. The Seller shall promptly acknowledge receipt of the form to the Buyer.

5.6. The Buyer who has withdrawn from the Contract shall return the Goods to the Seller within 14 days following the withdrawal. The Buyer shall be liable for the costs of returning the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.

5.7. If the Buyer withdraws from the contract, the Seller shall return to the Buyer all monetary funds, including delivery costs, received from the Buyer in the same manner, without any delay, but no later than 14 days after the withdrawal. The Seller shall only return the funds received to the Buyer in another way if the Buyer agrees to this and if no additional costs are incurred.

5.8. If the Buyer has chosen a delivery method other than the cheapest delivery method offered by the Seller, the Seller shall refund the Buyer the cost of delivery of the goods in the amount corresponding to the cheapest delivery method offered.

5.9. If the Buyer withdraws from the Purchase Contract, the Seller shall not be obliged to return the funds received to the Buyer before the Buyer has handed over the goods to the Seller or proved that he/she has dispatched the goods to the Seller.

5.10. The Buyer must return the Goods to the Seller undamaged, unworn and unsoiled and, if possible, in their original packaging. The Seller shall be entitled to unilaterally set off any claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the purchase price.

5.11. The Seller shall be entitled to withdraw from the Purchase Contract due to the state of out-of-stock, unavailability of the goods or when the manufacturer, importer or supplier of the goods has discontinued the production or import of the goods. The Seller shall promptly inform the Buyer via the e-mail address specified in the order and shall return all the funds, including delivery costs, received from the Buyer under the contract, within 14 days following the notification of withdrawal from the Purchase Contract, in the same manner or in the manner specified by the Buyer.

## 6. Rights arising from defective performance

6.1. The rights and obligations of the contracting parties regarding the rights of defective performance shall be governed by the relevant generally binding regulations (in particular provisions of §1914 to 1925, §2099 to 2117); and given that the Buyer is a consumer and the Seller is a businessman, then also the provisions of §2161 to 2174 of the Civil Code), to the extent that it corresponds to the nature of the goods or services that are the subject of the sales.

6.2. The Seller declares that:

- a. the goods or services have the characteristics agreed between the parties and, in case of absence of any agreement, they have the characteristics described by the Seller or expected by the Buyer having regard to the nature of the service and based on the advertising carried out,
- b. the goods or services are fit for the purpose for which the Seller states they are to be used or for which services of that kind are usually used;
- c. the goods or services correspond in scope and quality to the description at the time of sale.

d. the goods or services comply with the requirements of the law.

6.3. Due to the nature of the service (§ 2167 (d) of the Civil Code), the Buyer has no rights arising from defects within the meaning of §2165 of the Civil Code.

6.4. If the goods or service are defective, the Buyer may demand the provision of new goods or services without defects, unless this is unreasonable in view of the nature of the defect; but if the defect relates only to a part of the service, the Buyer may only demand the replacement of the part of the service; if this is not possible, he/she may withdraw from the contract. However, if this is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without any undue delay, the Buyer shall be entitled to have the defect remedied free of charge. In case of the goods, the Buyer has the right to repair; but the Buyer does not have the right to repair the service due to its nature.

6.5. The Buyer does not - with regard to the nature of the service provided - have the rights under §2169 (2) of the Civil Code.

6.6. If the Buyer does not withdraw from the contract or does not exercise the right to provide new (replacement) goods or services without defects, he/she may demand a reasonable discount to replace a part of the goods or services. The Buyer is also entitled to a reasonable discount if the Seller cannot provide him/her with new (replacement) goods or services without defects, as well if the Seller fails to remedy the defect within a reasonable time or if remedying the defect would cause significant difficulties for the consumer.

6.7. The Buyer is not entitled to the right of defective performance if the Buyer knew that the goods or service were defective before the service was used or if the Buyer caused the defect.

6.8. The Buyer shall exercise the rights of defective performance (claims) with the Seller at the Seller's registered office or electronically via the e-mail address [info@beskydgolf.com](mailto:info@beskydgolf.com). The moment when the Seller receives a complaint from the Buyer regarding the goods or services shall be deemed to be the moment of the claim.

6.9. The Buyer is obliged to file a claim with the Seller without any undue delay following the moment of discovery of the deficiency.

6.10. In the event of a claim, the Buyer is obliged to prove the purchase of the goods or services.

6.11. The Seller is obliged to decide on the complaint (claim) without any undue delay, at the latest within 3 working days. The Seller shall settle the complaint, including the remedy of the defect, within 30 days following its submission, unless the contracting parties agree in writing on a longer period. The expiry of this time limit in vain shall be considered as a material breach of the contract.

6.12. In case of a justified complaint, the Buyers are entitled to reimbursement of the necessary costs.

## 7. Cancellation

7.1. Cancellation conditions apply to the cancellation of a reservation of playing time made between the Buyer as the customer of the golf game, the course operator and the Seller as the provider of the reservation service. The cancellation fee is to be calculated according to the total amount of the price paid. The cancellation fee represents the reimbursement of costs incurred by the operator and the service provider for prepaid bookings.

7.2. The customer acknowledges that the cancellation fee is a penalty for the termination of the contract and the cost of the paid playing fee, which he/she concluded with his/her binding reservation.

7.3. In case of premature termination of the game by the Buyer without fault of the Operator, the Operator, through the Seller, is not obliged to refund the Buyer even in part the price of the playing fee already paid. The Buyer acknowledges that the part of the purchase price for prematurely cancelled pre-paid games not refunded by the Customer in this way constitutes the Operator's claim for compensation pursuant to §2330 (2) of the Civil Code

7.4. The Buyer who purchases the service on the Buyer's Website [beskydgolf.com](http://beskydgolf.com) or in the Ropice Golf Resort mobile application, who pays the price (playing fee), can cancel his/her game under the following conditions:

7.5. Cancellation fees

a. In the event of cancellation of a pre-paid reservation by the Buyer within 72 hours prior to the scheduled use of the service, the course operator, through the Seller as a service operator, agrees not to charge any cancellation fee from the Buyer. The service fee paid will be refunded in full to the Buyer.

b. If a prepaid reservation is cancelled by the Buyer within less than 72 hours following the scheduled use of the service, the course operator, through the Seller as the service provider, shall be entitled to charge the Buyer a cancellation fee of 100% of the price paid through the Seller's payment gateway.

c. The due date of the cancellation fee is governed by the due date of the cancelled booked services.

d. For any serious reasons, the course operator may agree to change the booked date without payment of the cancellation fee; this is at the discretion of the course operator.

8. Other rights and obligations of the contracting parties

8.1. The Buyer shall become entitled to use the services upon payment of the full purchase price for such services.

8.2. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of §1826 (1) (e) of the Civil Code.

8.3. Any out-of-court handling of consumer complaints is to be provided by the Seller via the electronic address [info@beskydgolf.com](mailto:info@beskydgolf.com). The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's electronic address.

8.4. In the event that a consumer dispute arises between the Seller and the Buyer as a consumer, which cannot be resolved by mutual agreement pursuant to clause 7.5 of the Terms and Conditions, the Buyer is entitled to submit a proposal for an out-of-court settlement of such dispute to the competent body for the out-of-court settlement of consumer disputes, which is: Česká obchodní inspekce, Ústřední inspektorát (Czech Trade Inspection Authority, Central Inspectorate) - ADR Department, Štěpánská 15, 120 00 Praha 2.

The consumer may also use the on-line dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

8.5. The Seller is entitled to do business on the basis of a trade licence. Trade inspection shall be carried out by the relevant Trade Licensing Office within the scope of its competence. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs, to a limited extent, supervision over compliance with Act No. 634/1992 Coll. - Consumer Protection, as amended.

## 9. Data Privacy

9.1. Information on data protection can be found at <https://www.beskydgolf.com/zasady-zpracovani-osobnich-udaju>

## 10. SENDING THE COMMERCIAL COMMUNICATIONS AND STORING THE COOKIES

10.1. The Buyer agrees to receive information related to goods, services or business of the Seller, e.g. to receive such matters to his/her e-mail address. The Buyer also agrees to receive commercial communications by the Seller to his/her electronic address.

10.2. The Buyer agrees to store so-called cookies on his computer. In case the purchase on the Website can be performed and the Seller's obligations under the Purchase Contract can be fulfilled without the so-called cookies are stored on the Buyer's computer, the Buyer may withdraw the consent under the previous sentence at any time.

## 11. Delivering

11.1. The Buyer may be served at his/her electronic address.

11.2. The costs of delivery shall be borne by the Buyer.

11.3. The method of delivery is set out on the Seller's Website.

## 12. Final Provisions

12.1. If the relationship established by the Purchase Contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to consumer rights arising from generally binding legal regulations.

12.2. If any provision of the Terms and Conditions is invalid or ineffective, or if it becomes so, there will be the new provision coming instead of the invalid provisions, such the provision whose meaning is as close as possible to the invalid one. Invalidity or un-enforceability of one provision shall not affect the validity of other provisions.

12.3. The Purchase Contract, including the Terms and Conditions, shall be archived by the Seller in electronic form and shall not be accessible.

12.4. A sample withdrawal form can be filled in on the Website [www.beskydgolf.com](http://www.beskydgolf.com).

12.5. Seller's contact details:

Delivery address: No. 415, 739 61 Ropice.

E-mail address:

info@beskydgolf.com

Telephone: +420 737 208 892.

Ropice, 01 January 2024