

Terms and Conditions

Contractual conditions of sports facilities operated by STAREZ – SPORT, a.s.

I. Introductory provisions

1) These terms and conditions (hereinafter referred to as "Terms and Conditions") regulate contractual relations and mutual rights and obligations in the conclusion and termination of contractual relations and the rights and obligations of the parties arising from the contractual relationship concluded in the form of a contract for the provision of services (hereinafter referred to as "Contract"), where the company STAREZ - SPORT, a.s. is on one side, 269 32 211, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 4174 (hereinafter referred to as the "Company"), and on the other hand the Customer as a natural person interested in using the services of the following premises of the Company:

- Aquapark Kohoutovice, Chalabalova 2a, 623 00 Brno, www.aquapark.starez.cz
- Bazény Lužánky, Sportovní 4, 602 00 Brno, www.bazeny-luzanky.starez.cz
- Lázeňské a relaxační centrum Rašínova, Rašínova 12, 602 00 Brno, www.rasinova.starez.cz
- Krytý plavecký bazén Ponávka, Ponávka 3a, 602 00 Brno, www.ponavka.starez.cz

and seasonal Premises:

- Koupaliště Riviéra, Bauerova Street, 603 00 Brno, www.riviera.starez.cz
- Letní koupaliště Zábřdovice, Zábřdovická 13, 615 00 Brno, www.zabrdovice.starez.cz
- Bruslení za Lužánkami, Sportovní 2, 602 00 Brno, www.brusleni.starez.cz
- Kluziště Vodova, Vodova 108, 612 00 Brno, www.kluzistevodova.starez.cz

The Company is the exclusive operator of these premises (the "Premises"). The terms and conditions of operation and services offered are governed by the visiting schedules of these Premises, which are on the aforementioned websites of the Premises and directly at the Premises.

- 2) These Terms and Conditions regulate the purchase and sale of goods and services offered to customers by the Company, in particular through online sales, which is also available from the website <https://www.brnoid.cz/en/sport> or the STAREZ – SPORT mobile application (hereinafter also referred to as the "mobile application"), which serves as an extension of the Company's website and for the purchase of selected goods and services offered through the BrnoID e-shop. The mobile application operates on the principle of the so-called webview, which means that it displays the content available on the website of the Premises and the e-shop. The Terms and Conditions also regulate the contractual relations and mutual rights and obligations at the conclusion and termination of the contract, as well as the rights and obligations of the contracting parties arising from the contract as a consumer contract within the meaning of the provisions of Sections 1810 et seq. of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "contract/purchase contract").
- 3) The Customer may be a natural person who, when concluding and performing a contract concluded with the Company, acts outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession, is a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code, and is subject to the applicable consumer protection legislation of the Czech Republic (hereinafter referred to as the "Customer").
- 4) The conditions of swimming for organized groups are regulated by special terms and conditions. Furthermore, these Terms and Conditions do not apply where the person intending to purchase services or goods from the Company is a legal person or a person acting in the course of his business or in the course of his independent practice of his profession.
- 5) These Terms and Conditions include the Visitor Rules governing the rules, rights and obligations of customers in a particular Premises; the Visitor Rules may be supplemented by Visitor Rules specific to the use of particular Premises or attractions or facilities governing other rights and obligations, and which may form an integral part of the Contract.
- 6) The Terms and Conditions, the Contract and the Purchase Contract are governed by the applicable laws of the Czech Republic and the laws of the European Union; in particular, they are governed by Act No. 89/2012 Coll., the Civil Code, as amended, Act No. 634/1992 Coll., on Consumer Protection, as amended, and Act No. 110/2019 Coll., on Personal Data Processing, as amended.
- 7) The Customer is entitled, on the basis of the concluded Agreement, to use the services defined in the Terms and Conditions on the Company's website www.starez.cz and on the websites of the Premises referred to above, in the Premises and in the Agreement, in conjunction with the product generally specified in the Terms and Conditions and specified in the Agreement. The

Customer may use the service provided by the Company in the Premises only on the basis of an authorisation to use the service, issued by the Company and presented by the Customer, in the form of a ticket, voucher, chip wristband etc. (hereinafter referred to as the "Product"), unless the Contract provides that the Product is not required for the Customer's use of the services.

- 8) The content and subject matter of the Contract may be defined both in the Contract and in the Conditions, as well as in the relevant Annexes to the Contract and the Conditions. The Terms and Conditions or a particular part of the Terms and Conditions shall form an integral part of the Contract. The scope of the Terms and Conditions binding on the parties to the Contract may be specified differently in each type of Contract.
- 9) In the event that any provision/part of the provisions of the Contract differs from the provisions of the Conditions, the provisions/part of the provisions of the Contract/Purchase Agreement shall supersede the provisions of the Conditions.
- 10) The contract may only be concluded in writing.

II. Relationships under the Contract

- 1) The contractual relationship between the Company and the Customer is validly concluded at the moment of acceptance of the proposal of one of the contracting parties to conclude the Contract. The Contract is effective at the moment of delivery of the Product to the Customer. In the case of a Purchase Contract, the contractual relationship is validly concluded at the moment of acceptance of the Customer's proposal to conclude a Purchase Contract by the Company.
- 2) The proposal to conclude a Contract/Purchase Agreement may be an order for a specific service or goods by the Customer, provided/sold by the Company in the Shop, through online sales on the Company's website or mobile application in the BrnoiD e-shop (hereinafter referred to as "Order"). An Order is understood as such an action of the Customer that identifies in an unquestionable way the services or goods ordered, the price, the person of the buyer and the method of payment of the price. The validity of an order made via the website is conditional upon the Customer filling in all mandatory data in the order form, familiarising himself with these Terms and Conditions on the website or the Company's mobile application in the BrnoiD e-shop and confirming that he has familiarised himself with these Terms and Conditions.
- 3) By submitting a proposal for the conclusion of the Contract by sending an order, the Customer acknowledges without reservation that the Premises has limited capacity and is obliged to follow the instructions of the Company/persons representing the Company regarding the use of the Services. In the case of a Purchase Contract concluded for Goods which the Company does not have in

stock at the time of its order, the Company shall be entitled to cancel the Purchase Contract already concluded if it is found that the purchase price of such Goods to the Company from its supplier has changed by more than 2% compared to the purchase price on which it based the purchase price to the Customer. Similarly, the Company shall be entitled to withdraw from a purchase contract already concluded if it is found that the goods which are the subject of the purchase contract are no longer manufactured, delivered or their delivery is associated with special difficulties or costs which the Company could not foresee.

- 4) The effectiveness of the Agreement is conditional upon the Customer's payment of the price for the service provided within the scope of the Product. The Customer shall not be entitled to the provision of services by the Company until the Customer has duly, timely and fully paid the Company the price of the Products ordered. Title to the Goods purchased under the Purchase Agreement shall not pass to the Customer until the total purchase price has been paid.
- 5) The proposal for the conclusion of the Contract may be addressed to the Contracting Party at the relevant Premises or at the Company's registered office.
- 6) The Company reserves the right to refuse the proposal for conclusion of the Contract, in particular if the proposal for conclusion of the Contract contains incomplete, illegible or inaccurate information about the Customer or about the individual Products ordered, or if it is not possible to provide the Customer with the services in the scope specified in the proposal for conclusion of the Contract for capacity reasons, or it is not possible to provide the Customer with the Product because it is no longer in the current offer of the Company. In the event of a rejection of a Contract Proposal, the Company will attempt to contact the Customer to clarify the information in the subject proposal or to modify the scope of services ordered or to send a new Contract Proposal.
- 7) The duration of the Contract is specified in the Contract or the manner of determining the duration of the Contract is specified in the Contract or the Conditions. The Contract is always for a fixed term.
- 8) In the case of addressing a proposal for the conclusion of the Contract by the Customer, it is possible to use means of distance communication within the meaning of the provisions of § 1827 et seq. of Act No. 89/2012 Coll., Civil Code, in accordance with the provisions of this Article of the Terms and Conditions. These means enable the conclusion of the Contract without the simultaneous physical presence of the Parties. In this case, the Company shall be represented by a person authorised to do so by the Company, i.e. a person for whom such activity is a part of his/her job and who performs such activity on the basis of an employment or similar relationship concluded with the Company. The relevant provisions of the Civil Code on the conclusion of contracts at a distance

shall apply to the ordering of services via any means of distance communication (in particular via the Company's website or mobile application in the BrnoID e-shop).

- 9) In the case of distance contracts, the contract is stored with the Company and the Customer is granted access to it upon request. Subscriber Customers can access their Customer Account and obtain the balance or usage history of their Chip wristband or Card upon request.

III. Payment terms, delivery terms, prices

- 1) The service provided to the Customer and the goods sold to the Customer by the Company shall be paid at the moment of crediting the amount corresponding to the price for the service provided to the Company's account indicated on the payment document or invoice to account No. 35-1393300227/0100. The price is determined by the price list issued by the Company, valid and effective at the time of the proposal to conclude the Contract/Purchase Agreement, or valid and effective at the time of provision of the service used on the basis of prepaid credits.
- 2) In the case of payment for services or goods by the Customer using a payment card, which the Customer is authorized to use through the GoPay payment gateway on the e-shop, they are considered paid at the moment when the transaction is approved by the banking institution, immediately after the transaction.
- 3) In the case of payment for services by bank transfer, they shall be deemed to be paid at the moment when the amount corresponding to the price for the provided service is credited to the Company's account referred to in Article III, paragraph 1 of the Terms and Conditions. This provision shall apply mutatis mutandis to the payment of the purchase price for the goods by bank transfer, provided that the Customer shall be obliged to follow the information regarding the availability of the goods communicated by the Company.
- 4) Costs incurred by the use of remote means of communication in connection with the conclusion of the Contract or the Purchase Agreement shall be borne by the Customer.
- 5) Delivery of the Product, if its nature allows it and the purchase was made through the e-shop, will be made by sending it to the e-mail address specified by the Customer in the order. The Customer is obliged to print the electronically delivered Product at his/her own expense or store it in his/her mobile phone.
- 6) The Customer may take delivery of the products and goods in person at the designated Premises.

- 7) The services offered may be availed of only upon confirmation of acceptance of the proposal in accordance with Article II.7 and payment.

In the case of a credit to a chip wristband, the credit is usually credited within 24 hours at the latest.

In the case of sending Products and Goods on the basis of the Customer's request by registered mail, the Company is obliged to send the Customer the ordered Products at the Customer's expense, as a rule, within five working days from the date of payment.

- 8) The prices for services dependent on the Product selected by the Customer do not include the shipping costs, which are indicated in a separate item when ordering.
- 9) Valid price list includes the current prices listed for services, Products and goods on the Company's website www.starez.cz and the websites of the Premises.
- 10) The prices of the Services depending on the Product chosen by the Customer are contractual; at the time of the Customer's proposal to conclude the Contract, the prices are set according to the valid price list issued by the Company. The prices are stated in the final amount, including the relevant value added tax pursuant to Act No. 235/2004 Coll., on value added tax, as amended. The relevant price list/tariff is published on the Company's website www.starez.cz and on the websites of the Premises and at the Premises.
- 11) The prices of the Products depending on the Product selected by the Customer may be subject to a duly announced discount promotion of the Company, which is limited in time.
- 12) The prices of the goods offered by the Company on the Company's website are contractual and are published on this website. The prices are set in the final amount, including the relevant value added tax pursuant to Act No. 235/2004 Coll., on value added tax, as amended. The prices of the goods do not include transport costs, which the Customer is obliged to pay to the postal or similar carrier.
- 13) Promotional prices of goods and Products are valid until the stock is sold out when the number of pieces of promotional goods is specified or for a period of time specified.
- 14) The Products and Goods shall remain the property of the Company until full payment and acceptance, but the risk of damage to the goods shall pass upon acceptance of the Product or Goods by the Customer.

IV. Services and products

- 1) The Company undertakes to provide the Customer, on the terms and conditions set out in these Terms, with the relevant services at the Customer's chosen Premises, as defined in the Agreement, the Terms and Conditions, on the Company's website and at the Premises, with respect to the individual Product specified in the Agreement and the Terms and Conditions.
- 2) By submitting a proposal to enter into a Contract or Purchase Agreement, the Customer acknowledges without reservation that the Premises has limited capacity and is obliged to follow the instructions of the Company/persons representing the Company regarding the manner of use of the Services.
- 3) The services offered by the Company at the Premises are specified at the Premises and on the Company's website www.starez.cz. The services provided by the Company at the Premises include, in particular, the operation of swimming pools and swimming pools and related services, fitness, wellness, sauna, solarium, catering, ice skating rinks and ice surfaces. For information and inquiries about the services offered, please contact info@starezsport.cz and telephone +420 533 033 830.
- 4) Service may also mean the provision of a Chip wristband as defined in Article IV, paragraph 9 of the Terms and Conditions or another Company Customer Card.
- 5) The products offered by the Company are of a one-off or long-term nature.
- 6) Based on the Product of a long-term nature, the Customer is entitled to use the service(s) provided by the Company in the Premises once within 1 year or repeatedly during the validity of the product (subscription product), i.e. for a period of 2 years from the last movement on the subscriber's account (use of the service or credit).
- 7) Under a Product of a short-term nature, the Customer is entitled to use the service(s) provided by the Company at the Premises for a period of less than 1 year, specified in the Agreement or on the Product or by the Product itself. Short term Product means a one time ticket/voucher with time limitation to enjoy the services by the Customer.
- 8) In the event that the Product purchased is a card with a package of repeated entries, the Customer, by entering into the Agreement, agrees without reservation to the restriction that it entitles to repeated access to the Premises only for the duration of its validity, which is 1 year or until exhausted.
- 9) In the event that the Product taken is a chip wristband with a credit or credit recharge, the Customer, by entering into the Agreement, agrees without reservation to the restriction that the chip wristband entitles the Customer to

re-enter the Premises only for the duration of its validity, and the unused credit is not refundable. For more information see the terms and conditions of use of the [chip wristband](#).

- 10) The Customer is obliged, if the Contract so provides, to pay on the date of conclusion of the Contract a deposit, on a chip wristband or card, in the amount specified in the price list. The deposit is refundable on the date of termination of the Contract upon presentation of the chip wristband or card at the Premises.

V. Privacy Policy

- 1) The Customer acknowledges that the processing of his/her personal data included in the proposal for conclusion of the Contract/order for services or goods is part of this Contract/purchase agreement. This processing is necessary for the performance of the contract to which the Customer is a party or for the implementation of measures taken prior to the conclusion of the contract at the Customer's request (pursuant to Article 6(1)(b) of the GDPR). However, the provision of personal data is not a mandatory part of every Contract; information on the processing of personal data can be found [here](#).

VI. Visiting Rules

- 1) For each premises/sports ground there are visitor regulations and local instructions for the use of e.g. attractions. The Customer undertakes to familiarise themselves with and abide by the Visitor Regulations, which are also posted in the reception/checkout/area of the Premises, prior to entering the Premises and are also available for each Premises/Sports Venue on the Company's website www.starez.cz/ke-stazeni and on the websites of the individual Premises here:

- Aquapark Kohoutovice ([aquapark](#), [sauna](#), [posilovna](#));
- [Bazény Lužánky](#);
- [Krytý plavecký bazén Ponávka](#);
- [Lázně Rašínova](#);
- [Koupaliště Riviéra](#);
- [Letní koupaliště Zábrdovice](#);
- [Kluziště Vodova](#);
- [Mobilní kluziště za Lužánkami](#);

- 2) The Company shall not be liable for loss or damage to the Customer's belongings placed outside the place intended for the storage or keeping of the Customer's belongings.

- 3) The Customer participates in all activities on the premises of the Premises at his own risk. The Customer is responsible for his/her health condition that allows him/her to use the services provided by the Company on the basis of the Agreement.
- 4) The availability of some services may be limited at certain times. The Customer will always be informed about the changes made in sufficient time by a notice placed in the Premises or on the Premises' website. Schedules (reservations) for use of the Sports Facilities are listed on the Sports Facilities website.
- 5) The Customer undertakes not to use the premises of the Premises for commercial purposes.
- 6) The Customer undertakes not to cause disturbances in the Premises, as well as to behave during his/her presence in the Premises in such a way as not to disturb other Customers.
- 7) The Customer agrees to use appropriate clothing and footwear and such other equipment as may be brought to the Customer's attention by the Company in the Premises when using the services provided by the Company, including through appropriate signs, the Company's website and otherwise posted notices covering the Customer's other obligations in the Premises.

VII. Customer's instruction on the possibility to withdraw from the contract

- 1) The customer has the right to withdraw from the purchase contract without giving any reason within 14 days from the date of receipt of the goods, provided that the order was placed via the BrnoID e-shop (means of distance communication). The Customer is obliged to inform the Company of the withdrawal in writing to the Company's registered office address or email info@starezsport.cz.
- 2) In order to meet the withdrawal deadline, it is sufficient for the Customer to send the withdrawal on the last day of the 14-day period via the postal service provider.
- 3) The customer cannot, in accordance with § 1837 (j) of Act No. 89/2012 Coll, Civil Code, as amended, to withdraw from a distance contract if its performance is the provision of leisure time during a specific period, i.e. if it is the purchase of tickets to a sports venue, a gift voucher for services, a credit for a chip wristband; this provision also applies if the product can only be redeemed on a specific date (e.g. special events) or the Customer uses the gift voucher to book a specific date on which the service is to be provided (e.g. using a gift voucher to book a specific date).

- 4) In the event of withdrawal from the purchase contract, the purchase price will be refunded to the Customer without undue delay after the Company receives a valid withdrawal from the Customer and the return of undamaged goods, but no later than 14 days after the return of the goods. The Customer shall be liable for any damage caused as a result of handling the Goods in a manner other than that necessary to familiarise themselves with their appearance, characteristics and functionality. The costs of returning the goods shall be borne by the Customer.

VIII. Final Provisions

- 1) The current version of the Terms and Conditions, the General Terms and Conditions and the relevant price list will always be published on the Company's and the Premises websites.
- 2) The Contract shall include a price list of services, valid at the time of conclusion of the Contract, and a description of the Product. Optional attachments to the Contract may include a current price or discount promotion, duly announced by the Company, special visiting rules, additional provisions of VI. Conditions, additional description of the Product or additional terms and conditions of the Company.
- 3) A change to the Terms and Conditions or the Price List is effective against the Customer/Customer at the moment when the Customer/Customer agrees to it. For the purposes of the Contract and these Terms and Conditions, consent to such change shall be deemed to include the sending or submission of a proposal to enter into a contract or payment of the price of the Products ordered.
- 4) The Company is entitled to change the Terms and Conditions during the term of the Contract due to a change in the account within the meaning of Article III, paragraph 1 of the Terms and Conditions, due to the modification of provisions that will be more favourable to the Customer, and due to the fact that some of the provisions of the Terms and Conditions are no longer relevant due to actions, facts and events not caused by the Company. This is without prejudice to the Company's right to unilaterally change the relevant price list for the Services.
- 5) In the event of a change by the Company to these Conditions and/or the relevant price list, the relationship between the Company and the Customer/Customer shall be governed by the applicable version of the Conditions and price list for any new order or use of services made by the Customer/Customer to the Company from the date of the change to the Conditions and/or price list.
- 6) In the event that any provision of these Terms is or becomes invalid, the validity of the remaining provisions of these Terms shall not be affected.

- 7) Warranty and claim conditions are governed by the applicable laws of the Czech Republic.
- 8) If the User is a natural person – a consumer: the entity for out-of-court settlement of consumer disputes arising from contracts between STAREZ – SPORT, a.s. on the one hand and a natural person – a consumer on the other hand is the Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, Prague 2, Postal Code 120 00, website: <https://www.coi.cz> or another entity authorized by the Ministry of Industry and Trade.
- 9) Relationships and any disputes arising under the Contract or the Purchase Agreement shall be resolved under the applicable law of the Czech Republic in domestic courts.

These Terms and Conditions shall come into force and effect on 21.3.2025