

## SITE TERMS AND CONDITIONS

This Regulation defines the general terms and conditions of operation for the Winezja.pl website. Through the Winezja.pl website, the Service Provider provides specific electronic services to the Service Recipient, including enabling Reservations through the website's functionality.

### 1. Definitions

The terms used in the Site Terms and Conditions mean:

- 1.1. „**The Application**” - mobile software (available after installation on a mobile device) provided by a third party, through which it is possible to join and participate in the Program. Detailed rules regarding the use of the Application are specified in the Application's terms and conditions available at the following address:

<https://centrumwina.pl/wp-content/uploads/2023/07/Regulamin-aplikacji.pdf>

- 1.2. „**Consumer**” – an adult individual who purchases Goods from the Partner for purposes unrelated directly to their business or professional activity;
- 1.3. „**User Account**” or „**Account**” - a collection of resources maintained by the Service Provider, designated by an individual name (username) and password, where a set of personal data and user preferences are stored, as well as a collection of information about the activities of the User who registered on the Website in accordance with the Terms and Conditions.
- 1.4. "**Cart**" - a list of Goods selected by the User summarizing the order, subject to Reservation.
- 1.5. "**Newsletter**" - an electronic service that allows Users who use it to receive regular information, especially about Products, including news and promotions, to the email address provided by the User, with the explicit consent of the User. The consent is given by providing the email address in the appropriate field on the Website or by checking the checkbox in the "Your notifications" tab.
- 1.6. "**Reservation Service**" - a paid service provided to the User by a third party, based on the terms and conditions specified in the Reservation Service Regulations. The Service Provider has no control over the scope of services offered as part of the Reservation Service, including the availability of the service for each User.
- 1.7. "**Review**" - refers to the User's opinion about the Goods posted, stored, and distributed (published) using the functionality of the Website.
- 1.8. "**Partners**" - entities cooperating with the Service Provider that engage in business activities and display their Goods through the Website, which can be reserved (to facilitate the purchase of these Goods in their own Points of sale);
- 1.9. "**Program**" - the loyalty program "KOCHAM WINO" organized by a third party based on the terms and conditions specified in the Program Regulations. The Program operates in cooperation with the Service Provider, but the Service Provider is not a co-organizer of the Program, nor is it responsible for its management. The Service Provider solely functions as technical support, providing the possibility of using the Program through the Website.
- 1.10. "**Point of sale**" - a sales point operated by a Partner within the European Union, which, to the extent necessary, holds a valid permit required by local law for the sale of alcoholic beverages intended for consumption off-premises;
- 1.11. "**Terms and Conditions**" - the regulations specifying the rules for using the Website and services provided through the Website. The Terms and Conditions do not apply to the Reservation Service. Regarding services provided electronically, these Terms and Conditions are the regulations

referred to in Article 8(1)(1) of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2020, item 344);

- 1.12. **"Reservation Support Service Regulations"** - regulations specifying the general conditions and principles of providing the Reservation Service, available here: <https://winezja.pl/Uploads/Termsand-Conditions-of-Reservation-Support-Service.pdf>
- 1.13. **"Program Regulations"** - regulations specifying the rules for conducting the Program and participating in it, as well as the rules for using the Application and Website within the Program, available here: <https://centrumwina.pl/regulamin-programu-kocham-wino>
- 1.14. **"Registration"** - the process of creating a User Account;
- 1.15. **"Reservation"** - a reservation agreement under which the Service Provider provides a free service to the User consisting of reserving Goods indicated by the User, offered for sale by Partners, at the designated Point of sale for a specified period of time, to enable the User to enter into a Sales Agreement for those Goods at the Point of sale. The User makes the Reservation electronically (via the User Account);
- 1.16. **"GDPR"** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union L 119, p. 1, 2016);
- 1.17. **"Goods"** - goods displayed on the Website, available for reservation through the Website to facilitate purchase, offered and available for sale in-person at the Point of sale of a specific Partner;
- 1.18. **"Sales Agreement"** - a sales agreement for Goods covered by the Reservation, concluded at the Point of sale between the Partner and the User, who acts personally or through a person authorized by the User, in accordance with the applicable terms and conditions at the specific Points of sale;
- 1.19. **"Agreement for the Provision of Electronic Services"** - an agreement concluded between Winezja.pl and the User, the subject of which is the provision of electronic services made available through the Website, on the terms specified in these Terms and Conditions;
- 1.20. **"Authorization"** - authorization to submit a declaration of intent on behalf of the User regarding the conclusion of a Sales Agreement, granted to a specific named employee of the entity responsible for providing the Reservation Service or a third-party adult person indicated by the User. The Authorization is granted for the duration of the Reservation;
- 1.21. **"Program Participant"** - a User who is also a participant in the Program based on the terms and conditions specified in the Program Regulations. Program Participants receive additional services based on the terms specified in the Regulations.
- 1.22. **"Service Provider"** - Soare sekt a.s. with its registered office at Vídeňská 101/119, 619 00 Brno, Czech Republic, a Czech legal entity registered in the Commercial Register kept by the Municipal Court in Prague under registration number C 124931;
- 1.23. **"User"** - an adult individual with full legal capacity, possessing a User Account on the Website;
- 1.24. **"Website"** - the website located at [www.winezja.pl](http://www.winezja.pl). The website [www.winezja.pl](http://www.winezja.pl) is owned by the Service Provider.

## 2. GENERAL PROVISIONS

- 2.1. The Terms and Conditions specify the rules for using the Website and the electronic services provided through the Website.

2.2. The Service Provider provides the following electronic services (functionalities) through the Website:

- a) Presentation of Goods offered by Partners, as well as information about Partners (including the Partner's name and address; available to the User when reserving Goods);
- b) Receiving the Newsletter, access to other information and content provided on the Website;
- c) Registration/logging into the User Account;
- d) Managing User Account settings;
- e) Modifying User data provided during Registration;
- f) Sorting Goods based on selectable criteria;
- g) Adding Goods to the Cart;
- h) Posting Reviews under Goods;
- i) Viewing Reservation history;
- j) Contacting a Partner's consultant through an available form;
- k) Ordering the Reservation service;
- l) Ordering the Reservation Service assistance;
- m) Granting Authorization.

2.3. The Agreement for the Provision of Electronic Services is concluded between the Service Provider and the User at the start of the provision of electronic services by the Service Provider, made available through the Website, namely:

- a) In the case of services that do not require the creation (registration) of a User Account - upon accessing the Website;
- b) In the case of services that require the creation (registration) of a User Account - after registering (logging into) the User Account.

2.4. The Agreement for the Provision of Electronic Services terminates upon:

- a) Closing the Website by the User, or
- b) Deleting the User Account, as described in Chapter 12 ("Termination of the Agreement for the Provision of Electronic Services").

2.5. The electronic services, except for the service mentioned in point 2.2.l), are provided free of charge.

2.6. All services provided through the Website under these Terms and Conditions are provided within the territory of the Czech Republic.

2.7. The use of the Website and the services provided through the Website, as mentioned in point 2.2., is possible provided that the User's teleinformation system meets the following minimum technical requirements:

- a) The use of the latest versions of Mozilla Firefox, Google Chrome browsers, supporting CSS,

JavaScript scripts (and frameworks based on this technology), Cookies, and Flash Player. The Service Provider does not guarantee proper functioning of the Website when using older versions of recommended browsers or browsers of a different type (Opera, Internet Explorer); b) Internet access.

2.8. The User is solely responsible for ensuring technical compatibility between their computer equipment (or end device) and the teleinformation or telecommunications system and the Website.

2.9. The Sales Agreement is concluded between the Partner and the User solely at the designated Point of Sale. By using the Website's functionalities, the User does not conclude a distance sales agreement, i.e., an agreement concluded within an organized system for concluding distance contracts, as referred to in Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011. The place of conclusion of the Sales Agreement is the Point of Sale operated by the Partner. This means that both the submission of declarations of intent by the parties regarding the conclusion of the Sales Agreement and the delivery of Goods occur at the Point of Sale. The Sales Agreement is concluded based on the laws applicable in the respective country and separate regulations available at the Partner's Points of Sale, pursuant to which the Partner may, in particular, be authorized to verify the User's age.

2.10. Commercial information regarding Goods displayed on the Website does not constitute a commercial offer addressed to the User. In other words, the Partner does not make a declaration of intent through the Website regarding the conclusion of a Sales Agreement with the User.

2.11. If required by law, the Partners hold valid permits for the sale of alcoholic beverages intended for consumption off-premises.

2.12. Access to content and services on the Website is granted after the User declares that they have read the information about the Website's content and declares their legal age. The declarations mentioned in the preceding sentence are made through a checkbox. The Service Provider is not responsible for the User providing false declarations.

2.13. Users may give consent through the Website to receive commercial information, including the Newsletter (via email to the provided email address or by phone to the User's specified phone number), and consent to the processing of personal data by the Service Provider for the purpose of conducting marketing of products and services of other entities (Partners). Giving consent is voluntary and can be withdrawn at any time by clicking the deactivation link in the "Your notifications" section (in the User Account) or by sending a statement to the address winezja@vino-klub.cz. If the User is a Consumer, they may also submit the statement in the official language of the country in which the Consumer has their permanent residence.

2.14. Users can access the Terms and Conditions and the Reservation Service Regulations at any time through a link provided on the Website's homepage.

2.15. A User who is a Consumer acknowledges that they have the right to withdraw from the distance agreement for the provision of electronic services mentioned in point 2.3.b) within 14 days. To exercise this right, the User should inform the Service Provider of their decision by a clear statement sent by email, telephone (at +48 501 543 310 on business days from 9:00 a.m. to 5:00 p.m. local time), or in writing to the Service Provider's address. The Service Provider recommends submitting the statement of withdrawal from the distance agreement through an email sent to the address winezja@vino-klub.cz. The User may use the withdrawal form template attached as Annex 2 to the Terms and Conditions, although it is not mandatory. In the event of withdrawal, the Agreement is considered not concluded.

2.16. The Service Provider is obliged to provide services or digital content to the Consumer in accordance with the concluded Agreement for the Provision of Electronic Services concerning the provision of electronic services. If the services or digital content do not conform to the agreement, the User, who is a Consumer, may:

a) Request the services or digital content to be brought into conformity with the Agreement for the Provision of Electronic Services. Regarding the submission of a request, the provisions of Chapter 9

("Complaints") apply accordingly;

- b) Withdraw from the Agreement as described in point 2.15 above, unless the Service Provider brings the services or digital content into conformity with the Agreement within a reasonable time.

The above right is granted based on the provisions implementing Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services. In particular, this right shall not apply when the Consumer is not obliged to perform other services than providing personal data, and this data is processed

### **3. RULES OF USING WEBSITE**

3.1. When using the Website, the User is obligated to comply with the provisions of the law, good manners and the provisions of the Terms and Conditions, in particular, the User is obligated to:

- a) not provide or transmit content prohibited by law, such as content promoting violence, defamatory content or content infringing personal rights and other rights of third parties;
- b) use the Website in a manner that does not disrupt its functioning, especially by using specific software or devices;
- c) use the Website in a manner that is not burdensome for other Users and the Service Provider.

3.2. The Service Provider may deprive the User of the right to use the functionalities of the Website with immediate effect in the event of the Terms and Conditions by the User, in particular when the User:

- a) provided untrue, inaccurate or outdated data during the registration of the User Account, which is misleading or infringes the rights of third parties;
- b) committed a violation of personal rights of third parties through the Website, especially the personal rights of other Users;
- c) engaged in other behaviors deemed by the Service Provider as inconsistent with applicable law or damaging the reputation of the Service Provider;
- d) uses the functionalities of the Website in a manner inconsistent with their intended purpose.

3.3. The Service Provider shall inform the User about the deprivation of the right to use the services (functionalities) of the Website (blocking the Account) and set a 7-day deadline for the User to cease the infringements or remove their effects. In the event of a User's failure to take the specified actions or committing another violation, the Service Provider will be entitled to terminate the Agreement for the provision of electronic services, which will be equivalent to the permanent deletion of the User Account, including all saved data.

3.4. A User who has been deprived of the right to use the functionalities of the Website cannot register another Account without the prior consent of the Service Provider.

3.5. The Service Provider reserves the right to immediately remove any content that violates the obligations and prohibitions arising from point 3.1 of the Terms and Conditions.

### **4. USER ACCOUNT REGISTRATION**

4.1. Only registered Users, i.e., Users with a User Account, can benefit from all the functionalities of the Website mentioned in point 2.2. User Account registration is free, and providing data during the Registration process is voluntary but necessary to create an Account.

4.2. As part of the User Registration procedure:

- a) The User provides an email address and date of birth;

b) Sets a password for the Account

- 4.3. The completion of Registration requires the User to make statements that they are of legal age, have read the content of these Terms and Conditions, and accept their terms. The User makes these statements by checking the appropriate checkbox.
- 4.4. During Registration, the User may consent to receiving commercial information and to the processing of their personal data by the Service Provider for the purpose of marketing products and services of other entities (Partners). Giving consent is voluntary and is not a condition for completing Registration. The User can express these consents while using the User Account (in the "Your notifications" tab).
- 4.5. After completing Registration, the User receives an email message from the Service Provider at the provided email address, containing a link to activate the User Account and log in to the Website using the login (email address) and password.
- 4.6. The User is obligated to provide accurate and up-to-date information during Registration and to keep it updated. The User bears sole responsibility for actions taken using the login and password.
- 4.7. The User agrees not to disclose the login credentials for the User Account to unauthorized persons, especially minors. The User is responsible for the consequences of disclosing login credentials to unauthorized persons as mentioned in the preceding sentence.

## **5. Terms and Conditions of Reservation Support Service**

- 5.1. Reservation is a free service provided by the Service Provider to the User, through which the User indicates a Product displayed on the Website that they are interested in purchasing from the Point of Sale. The Service Provider undertakes to reserve a specified quantity of Products offered for sale by the Partner, as indicated by the User, at the Point of Sale for a period of 7 days from the date of Reservation confirmation, in order to enable the User to conclude a sales agreement for those Products at the Point of Sale.
- 5.2. The conditions for reserving Products through the Website include having a User Account or being a verified Program Participant (in the absence of or not being logged into a User Account), providing the necessary information for processing the Reservation, and familiarizing oneself with the content and accepting these Terms and Conditions.
- 5.3. The reservation of Products takes place through the Website by:
  - a) selecting the Products and their quantity (for which the User wishes to make a Reservation) by placing them in the Cart;
  - b) choosing an available gift packaging (the packaging price will be added to the Product price);
  - c) selecting the pickup method and the Point of Sale where the User wishes to fulfill the Reservation;
  - d) filling out the Reservation form by providing:
    - (i) first and last name,
    - (ii) address (street, house number, city, postal code),
    - (iii) phone number;
  - e) choosing the payment method and the amount of the deposit (only if a specific pickup method and Point of Sale are selected);

- f) confirming the Reservation by clicking the "Reserve" or "Reserve and order Reservation Service with an obligation to pay" button (if using the Reservation Service).

The submission of a reservation in the manner described above constitutes a declaration of intent by the User regarding the conclusion of a contract. The Reservation is not made if the abovedescribed procedure is interrupted by the User.

- 5.4. The User can make a maximum of one Reservation, within which they can reserve a maximum of 500 units of individual Packaging of Products (same or different) or Products whose total value, calculated based on the price displayed on the Website at the time of Reservation, amounts to a maximum of - depending on the User's place of residence - €20,000 (euros), 100,000 PLN (Polish zlotys), or 525,000 CZK (Czech korunas).
- 5.5. Confirmation of the Reservation is equivalent to the User declaring that they are of legal age and that they do not engage in commercial activities involving the resale of Products to entrepreneurs who possess the appropriate permits to sell alcoholic beverages.
- 5.6. The User is obliged to provide current and truthful information in the Reservation form.
- 5.7. After submitting the Reservation, the User receives a confirmation of the Reservation acceptance and detailed information regarding the Reservation (including the reservation number) to the email address associated with the User Account.
- 5.8. The Service Provider confirms the acceptance of the Reservation within one business day of its receipt. If the Reservation is made on a Saturday, Sunday, or public holiday, the Service Provider confirms the acceptance of the Reservation on the next subsequent business day. After this period, the User is no longer bound by the content of the declaration made in point 5.3 (the Reservation expires).
- 5.9. A Reservation will be refused if:
  - a) the Product is unavailable in the Partner's warehouse,
  - b) the data provided by the User is incomplete, incorrect, or raises reasonable doubts as to its veracity.
- 5.10. By making a Reservation, the User can authorize someone to conclude a sales agreement (by checking a checkbox). Authorization refers to granting authority to a specified person, either an employee of the entity providing the Reservation Service or a third party specified by the User, to conclude a sales agreement at the designated Point of Sale. The authorization is granted for the duration of the Reservation.
- 5.11. If authorization has been granted, the User revokes the relevant authorization by declaring their withdrawal from the Reservation in accordance with point 5.22.
- 5.12. By making a Reservation for selected Products, the User can simultaneously order the Reservation Service on the terms described in the Reservation Service Terms and Conditions, provided by a third-party entity operating as an entrepreneur. The Service Provider is not a party to the Reservation Service agreement. The Service Provider merely provides the functionality (within the Website) to enable the ordering of the Reservation Service (the conclusion of a Reservation Service agreement between the User and the professional third-party entity). The Service Provider does not provide or influence the scope of services offered as part of the Reservation Service, including the availability of the service for any User using the Website.
- 5.13. In the case of Reserving Products at a Point of Sale operated by a Partner and choosing the Reservation Service, the User agrees to pay a deposit towards the future sales

agreement. The deposit is at least 20% of the Product price determined in accordance with point 6.1.

5.14. The deposit can be paid by one of the following methods:

- a) card payment or quick Przelewy24 transfer;
- b) traditional bank transfer to the Partner's bank account.

Partial deposit payment is only possible through the method described in point 5.14(a). In the case of a partial deposit, the User also agrees that their payment card will be charged an amount equivalent to the missing Product price until the sales agreement is concluded or the circumstances described in point 5.16 occur.

Separate terms and conditions govern the provision of payment services by third-party entities.

5.15. The deposit payment will be confirmed by a message sent to the email address associated with the User Account.

5.16. In the event of a Reservation refusal, the User's declaration of withdrawal from the Reservation, or the non-conclusion of a sales agreement within the time specified in point 5.1, the deposit paid towards the sales agreement will be promptly refunded to the User's bank account, no later than within 14 days.

5.17. Upon the conclusion of a sales agreement, the deposit paid by the User during the Reservation is applied towards the payment obligations arising from the sales agreement, i.e., the Product price that the User must pay. If the deposit paid at the time of Reservation does not cover the entire Product price, the secured value on the User's payment card will be debited as payment for the concluded sales agreement.

5.18. The User will be informed about the possibility of concluding a sales agreement through a message sent to the email address associated with the User Account. The possibility of concluding a sales agreement refers to a situation where the Product will be available at the Point of Sale operated by the Partner. If the User has granted authorization for concluding a sales agreement to an employee of the entity providing the Reservation Service, they will be informed about the expected day of concluding the sales agreement.

5.19. In case of any issues with making a Reservation, it is recommended to contact the Service Provider via email at [winezja@vino-klub.cz](mailto:winezja@vino-klub.cz).

5.20. The Reservation is non-binding for the User in the sense that the User is not obligated to conclude a sales agreement.

5.21. The User, who is a Consumer, acknowledges that due to the fact that the service (Reservation) is provided by the Service Provider immediately after making the Reservation, they waive the right to withdraw from the contract and agree to this. The User grants their consent by checking the corresponding checkbox on the Website. Regardless of the above, every User has the contractual right to withdraw from the Reservation no later than at the moment of concluding the sales agreement. The withdrawal from the Reservation is made by sending a withdrawal form (a sample form is provided in Appendix No. 2) to [winezja@vino-klub.cz](mailto:winezja@vino-klub.cz) using the email address associated with the User Account. The date of sending the form determines compliance with the deadline for submitting a declaration of withdrawal. If the User is a Consumer, they can submit the declaration in the official language of the country in which the Consumer has their permanent residence.



## **6. PRODUCT PRICES**

- 6.1. All prices displayed on the Website are gross prices (including the applicable tax on goods or services). The price of the Product applicable at the time of Reservation is binding for the User.
- 6.2. The Service Provider bears full responsibility in the event that the Product is not available at the Point of Sale during the Reservation period or if the price at the time of concluding the sales agreement is higher than the price of the Product mentioned in point 6.1.

## **7. ADDING REVIEWS**

- 7.1. Within the functionality of the Website, the User has the possibility to publish Reviews regarding the Partner's Goods, in accordance with the rules described in detail in this section.
- 7.2. The condition for posting a Review on the Website is to have a User Account.
- 7.3. A Review can take the form of graphics (in the form of a rating with stars; from 1-10 stars) or written form, and it solely represents the subjective opinion of the User. The Service Provider shall not be held responsible for the content conveyed within the Reviews, particularly their accuracy. The User posts and publishes (distributes) the Review on their own behalf and at their own responsibility.
- 7.4. The posting of a Review on the Website occurs after the User performs the following actions:
  - a) Logging into the User Account;
  - b) Navigating to the tab of the Goods to which the Review pertains;
  - c) Clicking the dedicated "ADD A REVIEW" button;
  - d) Selecting the number of stars (in the case of a graphic Review);
  - e) Filling in the dedicated text field (in the case of a written Review);
  - f) Completing the dedicated "signature" field;
  - g) Clicking the dedicated "ADD" button.
- 7.5. Adding a Review in the manner described in point 7.4. above is equivalent to familiarizing oneself with and accepting the provisions of this section.
- 7.6. The Review, along with the signature, will be published (distributed) on the Website, in the tab related to the reviewed Goods. Due to technical reasons, the time of posting a Review may not coincide with the time of its publication (distribution).
- 7.7. Subject to other provisions of the Terms and Conditions, Reviews should meet the following conditions:
  - a) They should represent substantive statements leading to a comprehensible and relevant evaluation (opinion) of the Goods by the User who purchased or used the Goods in question;
  - b) They must not contain content negatively affecting the behavior of other Users, not conducive to substantive discussion, and in particular, must not contain content that provokes or incites other Users to post content unrelated to the Goods;
  - c) They must not contain content infringing upon or potentially infringing upon the rights or property of third parties;
  - d) They must not contain content contradictory to the law, principles of social coexistence, or good manners;
  - e) They must not contain any advertising or promotional content concerning the User's or other entities' goods or services;
  - f) They must not contain any website addresses or links to any websites;
  - g) They must not contain personal, contact, or email address information.

- 7.8. In the event that a Review violates the provisions of the Terms and Conditions, particularly the conditions specified in point 7.7. above, as well as applicable laws, the Service Provider is entitled to take necessary actions to remove the violation, including actions specified in point 3.2. of the Terms and Conditions.
- 7.9. The User gives consent for the Service Provider to use their Review for marketing purposes, including promotional and advertising activities, without claiming any rights as a result.
- 7.10. The User declares that the submitted Review does not infringe upon any rights or interests of third parties. The Service Provider is not liable for any infringement of intellectual property rights, including copyrights, or other rights or interests of third parties by Users. In the event that authorized third parties make claims against the Service Provider in connection with the use of Reviews published on the Website, the User undertakes to release the Service Provider from any claims by third parties or to compensate the Service Provider for any damages incurred as a result of satisfying the claims of third parties in full, including the justified costs of legal assistance necessary to protect the rights of the Service Provider.
- 7.11. In the event that a Review constitutes intellectual property rights, the User grants the Service Provider a free, non-exclusive, and territorially and temporally unlimited license to use the work (Review) in the following fields of exploitation:
- a) Production of copies of the work by any technique, including printing, reprographic, magnetic recording, and digital techniques;
  - b) Reproduction of the work in a manner not leading to the creation of copies, in particular by introducing the work into the computer's memory;
  - c) Distribution of copies of the work, in particular by placing it on the market, lending, or renting the original or copies;
  - d) Distribution of the work without the use of copies, in particular by publicly making the work available in such a way that anyone can access it in a place and at a time of their choosing;
  - e) Use of the work in any manner, regardless of the medium used, in whole or in part, in advertising and marketing activities of the Service Provider.
- 7.12. The Service Provider informs that it takes actions to verify whether the provided Reviews come from individuals who actually purchased or used the Product, although these actions do not cover all Reviews posted on the Website.
- 7.13. The Service Provider makes available the following types of Reviews through the Website:
- a) Verified Reviews, i.e., Reviews marked graphically as "verified review";
  - b) Unverified Reviews, i.e., Reviews that do not have a graphic designation, for which it is not directly possible to determine whether they reflect the experiences of real consumers.
- 7.14. The Service Provider can publish only the following Verified Reviews, as mentioned in point 7.13.:
- a) The User who made a Reservation for the evaluated Goods and subsequently entered into a sales agreement at the Point of Sale, or
  - b) A Participant of the Kocham Wino Program who made a purchase of the Goods.
- Any User who fulfills the conditions described in this section can publish Unverified Reviews, as mentioned in point 7.13.b.
- 7.15. The Service Provider makes all Reviews available (both positive and negative), except

for

Reviews removed in accordance with the Terms and Conditions or upon the User's request. The Service Provider reserves the right to remove Reviews containing typos, spelling or grammatical errors if these errors significantly interfere with the ability to read and interpret the Reviews.

- 7.16. In the event that a User wants to edit or delete their Review, they should send an email to the address: winezja@vino-klub.cz, using the email address associated with their Account. The email should indicate the Product (including a link) for which the Review is to be edited or deleted.
- 7.17. The average Review (graphic rating) is calculated based on the arithmetic mean of all Reviews for a given Product (including Unverified Reviews), except for Reviews removed in accordance with the Terms and Conditions or Reviews that are solely in the form of a written review.
- 7.18. The Service Provider provides tools for filtering or sorting Reviews. By default, all Reviews are displayed according to their publication date (from newest to oldest).
- 7.19. Under no circumstances does the Service Provider publish or commission the publication of untrue Reviews, nor does it distort or commission the distortion of Reviews by third parties for the purpose of promoting Goods. In the event that published Reviews are sponsored opinions, the Service Provider will include a suitable graphic designation to distinguish such opinions from User Reviews.
- 7.20. The Service Provider informs that the Website may also contain opinions about Goods prepared by professional experts, including sommeliers and customer advisors. In such cases, the Service Provider will include a suitable graphic designation to distinguish such opinions from User Reviews. The opinions mentioned in this point will not be included in the average rating (evaluation) provided by Users.

## **8. „KOCHAM WINO” PROGRAM**

- 8.1. The User who is a Participant in the "Kocham Wino" Program may have access to additional functionalities of the Website within the "Kocham Wino" Program. The Program is organized by a third party in accordance with the rules specified in the Program Regulations. The Service Provider is not a co-organizer of the Program, nor is responsible for managing the Program. The Service Provider functions solely as technical support, providing the opportunity to participate in the Program using the Website.
- 8.2. Through the Website, the Service Provider provides Program Participants with electronically provided services (functionalities) related to the Program, which enable:
  - a) the accumulation and use of points or other benefits according to the rules described in the Program Regulations;
  - b) displaying the point balance, including information about the number of points awarded in accordance with the Program Regulations;
  - c) displaying information about the virtual "KOCHAM WINO" Card, including the type (color) of the "KOCHAM WINO" Card, the number of the "KOCHAM WINO" Card, and the conditions necessary to obtain the SILVER Card;
  - d) displaying information about the transaction history made within the Program;
  - e) displaying information about special or additional promotional actions directed to Program Participants.
- 8.3. In order to access all the functionalities of Winezja.pl within the Program, the following conditions must be met:

- a) verification through a dedicated subpage on the domain owned by the Program organizer, to which the User will be redirected from the Website or through the Application (in the case of having an account in the Application) using a dedicated button redirecting to the Winezja.pl portal from the Application;
  - b) having an active User Account.
- 8.4. Verification will be carried out by logging in with the User's data in the Program (by providing the Participant's phone number and email address) and entering the received verification code. In the case of verification done using the Application, the Participant is not required to perform additional actions - the verification process is automated. As a result of a successful verification, the Program organizer's system provides the Service Provider with User data related to the Program (stored in the Participant's "Kocham Wino" account system), which will be assigned to the User Account (the process of "linking Accounts") during the participation in the Program - at the moment of the User's first login; if the User is logged into the Account at the time of verification, the data will be automatically assigned.
- 8.5. If there is no Account or if the User does not log into the Account immediately after verification (within one session), the verified Participant will be able to, until the session expires or the Website is closed (whichever occurs first):
- a) make a Reservation according to the rules specified in the Regulations;
  - b) use the service described in point 8.2. item a) of the Regulations - enabling the accumulation or use of points or other benefits according to the rules described in the Program Regulations (in connection with the made Reservation);
  - c) use the service described in point 8.2. item e) of the Regulations - allowing the display of information about special or additional promotional actions directed to Program Participants.

## **9. COMPLAINTS**

- 9.1. In case of discovering any irregularities in the functioning of the Website, the User has the right to file a complaint:
- a) by sending an email to the following email address: winezja@vino-klub.cz (recommended method of filing complaints);
  - b) by phone at polish number +48 501 543 310 (on business days, from 9:00 to 17:00 local time) or by phone at international number +420 720 826 731 (on business days, from 9:00 to 17:00 local time GMT+1)
  - c) in writing to the address of the Service Provider.
- 9.2. In case of non-compliance of the Goods with the Reservation, especially in the circumstances described in point 6.2., the User has the right to file a complaint:
- a) by sending an email to the following email address: winezja@vino-klub.cz (recommended method of filing complaints);
  - b) by phone at polish number +48 501 543 310 (on business days, from 9:00 to 17:00 local time) or by phone at international number +420 720 826 731 (on business days, from 9:00 to 17:00 local time GMT+1)
  - c) in writing to the address of the Service Provider.
- 9.3. The complaint will be processed within 14 days from the date of its submission by the User (receipt of the message by the Service Provider).

- 9.4. The User will be informed by the Service Provider via email about the method of processing the complaint, using the contact details provided by the User in the complaint.
- 9.5. If applicable, the refund, in case of a positive resolution of the complaint, will be made without undue delay, no later than 14 days from the date of notification of the method of complaint resolution, according to the User's instructions, to the designated bank account.
- 9.6. The User can file complaints in English or Czech. In case the User is a Consumer, they can also file a complaint in the official language of the country where the Consumer has their permanent residence.
- 9.7. The Service Provider informs the User about the possibility of using out-of-court complaint resolution methods for Reservations. In the case of a Consumer Customer who wishes to use an out-of-court complaint resolution method, there is also the option to submit a complaint via the European Union's online dispute resolution platform (ODR), available at the following address:  
ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage.

## 10. PERSONAL DATA

- 10.1. While using the functionality of the Website, the User may be asked to provide certain personal data for the purposes related to the use of the Website and the provision of services available through the Website. The User's personal data is processed in accordance with applicable regulations, in particular the principles arising from the GDPR.
- 10.2. In the case of a Program Participant, their personal data, including email address, card status, card number, customer ID, point balance, reservation history from the Kocham Wino application, available discounts, and promotions, will be obtained from the Program organizer for the purpose of providing additional services as described in Chapter 8 of the Regulations ("Kocham Wino Program").
- 10.3. The clause regarding the processing of personal data, to the extent that the data will be used and processed in connection with the User's use of the Website, is included in Annex 1 to these Regulations.
- 10.4. The clause regarding the processing of personal data, to the extent that the data will be used and processed for the purposes specified in point 2.12. and 4.4., is included in Annex 1a to these Regulations.
- 10.5. Some areas of the Website may use so-called cookies, which are small text files sent to the User's computer to identify them in a way necessary to simplify or facilitate a particular operation. Cookies are harmless to the User's computer. The condition for the operation of cookies is their acceptance by the User's web browser and not deleting them from the hard drive.
- 10.6. The User can prevent the storage of cookies on their end device by appropriately configuring their web browser.
- 10.7. The User can delete already stored cookies from their end device using the appropriate functions of the browser or other software or applications designed for this purpose. Information on how to delete cookies in specific browsers can be found at the following addresses:
  - a) Google Chrome: <http://support.google.com/chrome/bin/answer.py?hl=en&answer=95647>
  - b) Mozilla Firefox: <http://support.mozilla.org/en-US/kb/delete-cookies-removeinfoesitesstored>
  - c) Microsoft Internet Explorer: <http://support.microsoft.com/kb/278835/en>

- d) Microsoft Edge: <https://support.microsoft.com/en-us/windows/microsoft-edgebrowsingdataand-privacy-bb8174ba-9d73-dcf2-9b4a-c582b4e640dd>
- e) Opera: <https://help.opera.com/en/latest/security-and-privacy/>

10.8. By designating a representative, the User is obliged to provide them with the content of the information clause included in Annex 1b.

## **11. SECURITY**

11.1. All information provided by the User regarding their use of the Website is transmitted through and within an infrastructure that employs secure techniques.

11.2. All necessary information for making a payment transfer provided by the User during the Reservation is transmitted through and within the eCard infrastructure, which utilizes secure techniques. In particular, the operator of the Website does not have access to credit card numbers or CVV and CV2 codes, as the payment is processed on eCard's authorization servers.

## **12. RESPONSIBILITY**

12.1. The Service Provider shall not be liable for any technical problems or limitations occurring in the computer hardware, end devices, teleinformatics system, and telecommunication infrastructure used by the User, which prevent the User from properly using the Website.

12.2. The Service Provider shall not be liable for:

- a) Loss of data by the User caused by equipment failure, system failure, or other circumstances beyond the control of the Service Provider
- b) Consequences arising from the User's use of the Website in violation of applicable law, the provisions of the Terms and Conditions, or accepted customs in this regards.
- c) Data transmission speed and related limitations resulting from various factors, including technical, technological, and infrastructural conditions.

12.3. The Service Provider shall not be liable for the unavailability of the Website due to the effects of force majeure, as well as the actions or omissions of the User and third parties.

## **13 TERMINATION OF SERVICE AGREEMENT**

13.1. The agreement for the provision of services by electronic means, as mentioned in point 2.3. b), is concluded for an indefinite period. The User may terminate the agreement at any time and without stating reasons. To do so, the User should send a statement of termination by email to the following address: winezja@vino-klub.cz. In such a case, the agreement for the provision of services by electronic means will be terminated within 14 days from the date of submitting the termination statement. The termination does not affect the Reservation service or the Reservation Support service ordered by the User through the Website prior to the termination of the agreement mentioned in the first sentence. If the User is a Consumer, they may submit the statement in the official language of the country where the Consumer has their permanent residence.

13.2. The Service Provider, in order to terminate the agreement for the provision of services by electronic means mentioned in point 2.3. b), is obliged to inform the User about it at least 14 days before the planned termination date. The statement of termination of the agreement, as well as the aforementioned information, will be sent to the email address associated with the User's Account.

13.3. The Service Provider has the right to immediately cease the provision of services in the event of the User's breach of the provisions of these Terms and Conditions, in accordance with the rules described in points 4.2. - 4.3. of the Terms and Conditions.

## 14 FINAL PROVISIONS

14.1. The Service Provider reserves the right to make changes to this Terms and Conditions for valid reasons, in the following cases:

- a) when a change to the Regulations is necessary due to a change in the provisions of the universally applicable law or;
- b) In the event of a change in the type and scope of services, as well as the terms or conditions of service provision, including aiming to improve the performance or stability of the Website, enhance the level of user security and data protection, add new functionalities, and prevent abuse;
- c) In order to fulfill an obligation arising from universally applicable legal provisions or an obligation resulting from a final court ruling or administrative decision;
- d) In order to make necessary editorial or registration changes.

14.2. Changes to the Terms and Conditions will be communicated to Users on the Website and will require the User's acceptance expressed before the first login to the User Account after the change or modification has been made. The amended or modified Terms and Conditions shall become binding, subject to the fulfillment of other conditions prescribed by law, only for legal relationships arising after the effective date of the changes or modifications. The User has the right to reject the proposed change, which shall be deemed as termination of the Agreement under the terms described in point 13.1. above. If the introduced change significantly and adversely affects the rights or obligations of the User regarding the services provided or digital content, the User may terminate the agreement within 30 days from the date of the change (unless the User is granted the right to retain the services or digital content in an unchanged state without additional cost). The User can submit their objection by sending a statement of termination by email to the address: winezja@vino-klub.cz. If the User is a Consumer, they may submit the statement in the official language applicable in the country of their habitual residence. In all matters not regulated by these Terms and Conditions, the relevant provisions of Czech law shall apply, subject to the next sentence. If the User is a Consumer, according to Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I), the provisions of the law aimed at protecting consumer rights applicable in the country of the Consumer's habitual residence, which cannot be derogated from by agreement, shall apply. In other words, if Czech law does not guarantee the Consumer a level of protection provided by the law applicable in their habitual residence, the relevant provisions of the applicable national law shall apply in that regard

14.3. These Terms and Conditions shall enter into force on 04.07.2023.

14.4. The attachments to the Terms and Conditions form an integral part thereof.

*Attachment No. 1 - Template information clause for Website Users - information obligation based on Article 13 of the General Data Protection Regulation (data obtained directly from the data subject).*

*Attachment No. 1a - Information clause for Website Users who consent to the processing of their personal data for marketing purposes by other entities - information obligation based on Article 13 of the General Data Protection Regulation (data obtained directly from the data subject).*

Attachment No. 1b - Template information clause for User's Proxy - information obligation based on Article 14 of the General Data Protection Regulation (proxy's data obtained from the Website User). Attachment No. 2 - Template withdrawal form.

**Attachment No. 1 - Template information clause for Website Users - information obligation based on Article 13/14 of the General Data Protection Regulation (data obtained directly from the data subject and from Ambra Brands Ltd.).**

<b>Information regarding the processing of personal data.</b>	
<b>Data Administrator</b>	Data Administrator is Soare sekt a.s. (hereinafter referred to as the „Controller”) with its registered office at Vídeňská 101/119, 619 00 Brno-jih
<b>Contact Information</b>	Data Administrator has appointed a Data Protection Officer who can be contacted via email at winezja@vino-klub.cz or by mail at Soare sekt a.s. with its registered office at Vídeňská 101/119, 619 00 Brno-jih



<p><b>Processing Purposes and Legal Basis</b></p>	<p>Your personal data, including your name, surname, date of birth, email address, telephone number, address (street, house number, city, postal code), transactional data, registration date, bank account number, IP address, and data obtained from cookies will be processed for the following purposes:</p> <ul style="list-style-type: none"> <li>a. Provision of electronic services through the Website, including: (i) Creation (registration) and management of the User Account, (ii) Conclusion and performance of the Reservation agreement. - The legal basis for data processing is the necessity of processing for these purposes.</li> <li>b. Communication purposes, including the provision of organizational information and ongoing cooperation with you. The legal basis for data processing is the legitimate interest of the Administrator in maintaining regular contact with customers and ensuring high-quality services.</li> <li>c. Fulfillment of legal obligations by the Administrator in relation to its activities. The legal basis for data processing is the legal obligation imposed on the Administrator.</li> <li>d. Marketing of the Administrator's own services. The legal basis for data processing is the legitimate interest of the Administrator in promoting its services.</li> <li>e. Potential claims related to the concluded agreement or defense against claims. The legal basis for data processing is the legitimate interest of the Administrator in asserting claims or defending against claims.</li> </ul> <p>Your data, including email address, card status, card number, client ID, points balance, reservation history from the "Kocham Wino" application, available discounts and promotions obtained from Ambra Brands sp. z o.o., will be processed for the following purposes:</p> <ul style="list-style-type: none"> <li>a. Provision of electronic services through the Website, including: <ul style="list-style-type: none"> <li>(i) Displaying information about the "Kocham Wino" Program through the Website,</li> <li>(ii) Accumulating or using points granted within the "Kocham Wino" Program through the Website's functionalities.</li> </ul> </li> </ul> <p>- The legal basis for data processing is the necessity of processing for these purposes.</p>
	<ul style="list-style-type: none"> <li>b. Potential claims related to the concluded agreement or defense against claims. The legal basis for data processing is the legitimate interest of the Controller in asserting claims or defending against claims.</li> </ul>

<p><b>Data Retention Period</b></p>	<p>Your personal data will be stored:</p> <ol style="list-style-type: none"> <li>a. For the period resulting from the limitation period for claims related to the agreement concluded by you, or</li> <li>b. Until the expiration of the data retention obligation under applicable laws, in particular accounting (bookkeeping) obligations concerning the agreement.</li> </ol> <p><b>We will cease processing data used for direct marketing purposes if you object to the processing of your data for these purposes. Regarding data obtained from Ambra Brands sp. z o.o., we will cease further processing if you resign from additional services related to the connection of the User Account with the Program Account.</b></p> <p>Data Recipients: The Controller may disclose your personal data to service providers who process personal data on behalf of the Administrator (e.g., IT services, accounting services). Such entities process data based on a contract with us and only in accordance with Winezja.pl's instructions. The Administrator also shares your data with Partners who are parties to the Sales Agreement.</p>
<p><b>Data Recipients</b></p>	<p>The Administrator may disclose your personal data to service providers who process personal data on behalf of the Administrator (e.g., IT services, accounting services). Such entities process data based on a contract with us and only in accordance with Winezja.pl's instructions.</p> <p>The Administrator also shares your data with Partners who are parties to the Sales Agreement.</p>
<p><b>Rights of Data Subjects</b></p>	<p>You have the following rights regarding the processing of your personal data:</p> <ol style="list-style-type: none"> <li>a. The right to object to the processing of data processed based on the legitimate interest of the Administrator. This right particularly applies to the processing of data for marketing purposes.</li> <li>b. The right to request rectification of personal data.</li> <li>c. The right to request rectification of personal data.</li> <li>d. The right to request erasure of personal data.</li> <li>e. The right to request restriction of processing of personal data.</li> <li>f. The right to data portability concerning data processed in an automated manner for the purpose of entering into and performing the agreement or processed based on consent.</li> </ol> <p>You also have the right to lodge a complaint with the supervisory authority responsible for the protection of personal data, namely the President of the Office for Personal Data Protection. To exercise the above rights, please contact the data controller or the data protection officer. The contact details are provided above.</p>
<p><b>Information about the Requirement to Provide Data</b></p>	<p>Providing personal data is necessary to conclude and perform the agreement with the Controller. Without providing personal data, it is not possible to conclude the agreement.</p>

<b>Transfer of Data outside the EEA</b>	Your data will not be transferred to recipients located in countries outside the European Economic Area.
<b>Categories of Data Obtained from Ambra Brands sp. z o.o.</b>	If you decide to connect your User Account with the Program Account, we will receive your personal data from Ambra Brands sp. z o.o., including email address, confirmation of membership in the Program, card status, card number, client ID, points balance, reservation history from the "Kocham Wino" application, available discounts, and promotions.

**Attachment No. 1a - Information clause for Website Users who consent to the processing of their personal data for the marketing of products or services of other entities - information obligation based on Article 13 of the GDPR (data obtained directly from the data subject).**

<b>Information regarding the processing of personal data</b>	
<b>Data Administrator</b>	Data Administrator is Soare sekt a.s. (hereinafter referred to as the "Administrator"), with its registered office at Vídeňská 101/119, 619 00 Brno-jih
<b>Contact Information</b>	The Administrator has appointed a Data Protection Officer who can be contacted via email at winezja@vino-klub.cz or by mail at Soare sekt a.s. with its registered office at Vídeňská 101/119, 619 00 Brno-jih
<b>Purposes and Legal Basis of Data Processing</b>	Your personal data, including your name, surname, date of birth, email address, telephone number, address (street, house number, city, postal code), transaction data, registration date, and data obtained from cookies, will be processed for the purpose of marketing products and services of other entities, namely partners (entities displaying goods through the Website), including for analytical and profiling purposes. The legal basis for processing your data is your consent, provided that such consent has been given by you. If you do not provide your consent, your personal data will not be processed for this purpose.
<b>Retention Period</b>	The data will be processed until you withdraw your consent for the processing of personal data for marketing purposes. You can withdraw your consent at any time.
<b>Recipients of Data</b>	The Administrator may disclose your personal data to service providers who are entrusted with the processing of personal data (e.g., IT services, accounting services). Such entities process the data based on an agreement with the Administrator and solely in accordance with the Administrator's instructions.
<b>Transfer of Data Outside the EEA</b>	Your data will not be transferred to recipients located in countries outside the European Economic Area.

<p><b>Rights of the Data Subject</b></p>	<p>You have the following rights related to the processing of personal data:</p> <ul style="list-style-type: none"> <li>a. The right to withdraw your consent to the extent that it constitutes the legal basis for data processing. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.</li> <li>b. The right to access personal data.</li> <li>c. The right to request the rectification of personal data.</li> <li>d. The right to request the erasure of personal data.</li> <li>e. The right to request the restriction of processing of personal data</li> <li>f. The right to data portability to the extent that the data is processed in an automated manner for the purpose of entering into or performing a contract, or processed based on consent.</li> </ul>
	<p>You also have the right to lodge a complaint with the supervisory authority responsible for the protection of personal data, namely the President of the Office for Personal Data Protection. To exercise the above-mentioned rights, please contact the data controller or the data protection officer. The contact details are provided above.</p>
<p><b>Voluntary Nature of Data Provision</b></p>	<p>Providing personal data for marketing purposes is voluntary.</p>

**Attachment No. 1b - Information clause template for User Representative - information obligation based on Article 14 of the GDPR (representative's data obtained from the Website User)**

<b>Information on the processing of personal data</b>	
<b>Data Administrator</b>	The Data Administrator is Soare sekt a.s. (hereinafter referred to as the "Administrator") with its registered office at Vídeňská 101/119, 619 00 Brno-jih
<b>Contact Information</b>	Administrator has appointed a Data Protection Officer who can be contacted via email at <a href="mailto:winezja@vino-klub.cz">winezja@vino-klub.cz</a> or by mail at Soare sekt a.s. with its registered office at Vídeňská 101/119, 619 00 Brno-jih
<b>Purposes and Legal Basis of Processing</b>	<p>Your personal data, including your name and surname, will be processed for the following purposes:</p> <ul style="list-style-type: none"> <li>(i) Provision of electronic services to the User through the Website - the legal basis for data processing is the legitimate interest of the Administrator, which is to provide the User with the functionality of the Website by granting Authorization to enter into a Sales Agreement.</li> <li>(ii) Sharing data with third parties (Partners) to facilitate the conclusion of a Sales Agreement</li> <li>(iii) Possible pursuit of claims related to the concluded agreement or defense against claims - the legal basis for data processing is the legitimate interest of the data controller, which is to pursue claims or defend against claims.</li> </ul>
<b>Data retention period</b>	Your personal data will be stored for the period resulting from the expiration of claims related to the agreement concluded by the User who granted you the Authorization.
<b>Data Recipients</b>	Winezja.pl transfers your personal data to service providers who process personal data on behalf of the Administrator (e.g., IT services, accounting services). Such entities process data based on an agreement with the Administrator and only in accordance with the Administrator's instructions. The Administrator also shares your data with Partners who are parties to the Sales Agreement.
<b>Rights of the Data Subject</b>	<p>You have the following rights regarding the processing of your personal data</p> <ul style="list-style-type: none"> <li>a. The right to object to the processing of data based on the legitimate interest of the Controller.</li> <li>b. The right to access personal data.</li> <li>c. The right to request the correction of personal data.</li> <li>d. The right to request the erasure of personal data.</li> <li>e. The right to request the restriction of data processing.</li> </ul> <p>You also have the right to lodge a complaint with the supervisory authority responsible for the protection of personal data, i.e., the President of the Office for Personal Data Protection. To exercise your rights, please contact the data controller or the data protection officer. The contact details are provided above.</p>

<b>Source and Categories of Data</b>	Your data, including your name and surname, were obtained from the User who appointed you as a representative.
<b>Transfer of Data outside the EEA</b>	Your data will not be transferred to recipients located in countries outside the European Economic Area.

**MODEL RESCISSION FORM**

*(this form must be completed and returned only if you wish to rescind the Agreement)*

**Soare sekt a.s. with its registered office at Vídeňská 101/119, 619 00 Brno-jih** winezja@wino-klub.cz

I/We(\*) \_\_\_\_\_ hereby give notice(\*) of my/our rescission of the Agreement for the provision of services by electronic means, whereby the following services are provided:

- Day of Agreement \_\_\_\_\_
- Full name of Consumer(-s) \_\_\_\_\_ – Address of Consumer(-s)  
\_\_\_\_\_
- Date \_\_\_\_\_ (\*) Delete as appropriate.