

# PRAGUE HAMBURG ROWING RACE

## TERMS AND CONDITIONS

### Prague Hamburg Rowing Race 2018

**TERMS AND CONDITIONS** of the organizer, ADVENTURE AGENCY s.r.o. based in Vladislavova 1390/17, Praha 1, 110 00, registered in the Commercial Register kept by the Regional Court in Prague, Section C, Insert 560 11 (hereinafter "the **Seller**"), applicable to the sale of entries for the races constituting the sport event **Prague Hamburg Rowing Race 2018** (hereinafter the "**Event**") and other services or goods related to this Event through an e-shop located at [www.praguehamburgrowingrace.com](http://www.praguehamburgrowingrace.com)

### 1. INTRODUCTORY PROVISIONS

1.1. The present terms and conditions (hereinafter the "**Terms and Conditions**") of the Seller govern, in accordance with the provisions of Section 1751 (1) of the Act No. 89/2012 Coll., of the Civil Code (hereinafter the "**Civil Code**"), mutual rights and obligations of the contracting parties arising out of or in connection with the purchase agreement (hereinafter the "**Purchase Agreement**") concluded between the Seller and another physical entity (hereinafter the "**Buyer**") via the e-shop of the Seller, the main subject matter of which is the purchase of services such as race entry and other additional services or goods related to the Event (hereinafter separately or together referred to as "**the Subject Matter of Purchase**"). The e-shop is operated by the Seller on a website located at [www.praguehamburgrowingrace.com](http://www.praguehamburgrowingrace.com) (hereinafter the "**Website**") through the web interface (hereinafter the "**Web Interface**").

1.2. Derogations from the Terms and Conditions may be negotiated in the Purchase Agreement. Such arrangements in the Purchase Agreement take precedence over provisions of the Terms and Conditions.

1.3. Provisions of the Terms and Conditions are an integral part of the Purchase Agreement. The Purchase Agreement and the Terms and Conditions are drafted in Czech, German and English language.

1.4. The provisions of the Terms and Conditions are subject to change and amendment. This provision does not affect the rights and obligations that arose while the previous version of the Terms and Conditions was still in effect.

1.5. The Buyer agrees to use remote means of communication when ordering the Subject Matter of Purchase. Any expenses incurred by the Buyer when using remote means of

communication in relation to the conclusion of the Purchase Agreement (Internet connection charges, telephone call charges) are borne by the Buyer.

1.6. The Terms and Conditions also:

- a) inform Buyers-Consumers of their rights arising from the Agreement and consumer protection regulations;
- b) include buyers-physical entities' consent allowing the Seller to process their personal data and inform buyers-physical entities of the period, purpose, and personal data that consent is given to.

1.7. The Buyer-Consumer is any physical entity or legal entity entering into a contract with the Seller or negotiating with the Seller in other ways (the "Consumer").

1.8. The Terms and Conditions are posted on the Website and can therefore be archived and reproduced by the Buyer.

1.9. In case of a dispute between the Seller and the Buyer-Consumer arising out of or relating to the Purchase Agreement which cannot be resolved by mutual agreement, the Buyer-Consumer may submit a proposal for out-of-court settlement of such a dispute to a designated body for out-of-court settlement of consumer disputes, i.e. the **Czech Trade Inspection Authority**, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Praha 2, e-mail: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz).

## **2. CONSUMER'S ACCOUNT**

2.1. The Buyer places an order directly from the Web Interface after registration.

2.2. The Buyer shall indicate correct and accurate information when registering on a Website and when placing an order. The Buyer agrees to update the information given in the order and to inform the Seller of any change. The information given by the Buyer when placing an order is considered correct by the Seller.

## **3. CONCLUDING THE PURCHASE AGREEMENT**

3.1. The possibility of registering for a given race in the Web Interface is for informative purposes only and the Seller is not obligated to conclude a Purchase Agreement for this order. Section 1732 (2) of the Civil Code does not apply.

3.2. The Web Interface provides information about the Subject Matter of Purchase, especially the prices of individual items of purchase. Purchase prices remain valid for as long as they are displayed in the Web Interface. This provision does not limit the Seller's ability to conclude a Purchase Agreement under individually negotiated terms.

3.3. To order the Subject Matter of Purchase the Buyer fills in an order form in the Web Interface. The order form contains the following information:

a) entry purchased,

b) additional services or goods purchased,

c) payment method.

(hereinafter together as the „**Order**“).

3.4. Before submitting the Order to the Seller, the Buyer is allowed to check the data in the Order and make necessary changes to it, with regard to Buyer's ability to identify and correct incorrect information in the Order. The Buyer submits the Order to the Seller by clicking on the "Finish registration" button. The data in the Order are deemed correct by the Seller.

3.5. The contractual relationship (Purchase Agreement) between the Seller and the Buyer arises upon the completion of the registration (acceptance).

3.6. The Buyer acknowledges and accepts that in case of extreme weather conditions (especially flood, abnormally strong wind, etc.) the Seller or the organizer is entitled to change at any time the length and the location of any race included in the Event.

#### **4. STARTING FEES AND PAYMENT TERMS**

4.1. The Buyer can pay to the Seller the purchase price as per the Purchase Agreement by payment card alone.

4.2. In cashless payments the Buyer's obligation to pay the purchase price is fulfilled upon crediting the required amount to the Seller's account. The buyer can request a separate tax receipt by email at [payment@praguehamburgrowingrace.com](mailto:payment@praguehamburgrowingrace.com) and the seller is required to deliver the document.

4.3. Starting fees for the individual races in the announced categories held during the Event **Prague Hamburg Rowing Race** shall only be refunded in the event of cancellation due to a natural disaster under circumstances stated in the corresponding insurance contract. If the insurance conditions have been fulfilled, and the insurance company in question has paid the claims to the organizer of the Event, the individual registered entrants shall be paid these claims without undue delay following their request in the amount specified in subsection 4.5 of the present Terms and Conditions. The claims shall be paid to the Buyer's account that the Buyer shall communicate to the Seller, following the request to do so sent to the Buyer's email address listed in the Order within 30 days of the decision to cancel the race due to the foregoing reasons. The Buyer shall deliver the request for claim settlement to the Seller within 30 days of announcement of cancellation of the Event or the race in question.

4.4. The amount of claims for individual races as per subsection 4.3 of the present Terms and Conditions is as follows:

- a) Prague Hamburg Rowing Race ELITE - EUR 200 / team member  
+ EUR 200 returnable deposit / team member
  
- b) Prague Hamburg Rowing Race  
CHALLENGE and OPEN –
  - category A - EUR 100 / crew member
  - category B - EUR 175 / team member
  - category C - EUR 300 / team member
  - category D - EUR 1000 / team member

In case a discount has been applied to the starting fee, a corresponding amount of the same proportion shall be deducted from the insurance claim.

4.5. Starting fees shall not be refunded for reasons other than reasons stated in subsection 4.3 of this section. In particular, Starting fees shall not be refunded in case of any changes to the location of any race of the Event or in case an entrant or a team have been disqualified.

## **5. WITHDRAWAL FROM THE PURCHASE AGREEMENT**

5.1. The Buyer-Consumer acknowledges that for reasons stated in Section 1837, j) of the Civil Code (Act No. 89/2012 Coll.), it is not possible to cancel the Purchase Agreement related to the sale of an entry for a race of the Event.

5.2. In cases other than per subsection 5.1 of this section or another exception referred to in Section 1837 of the Civil Code, in which case the Consumer cannot withdraw from the Agreement, if immediately after receiving the Subject Matter of Purchase, but no later than

within 14 days, the Consumer discovers that the goods do not satisfy him/her for any reason, he/she has a right to withdraw from the contract without giving any reasons.

5.3 In the notice of withdrawal the Consumer identifies the Agreement by giving, in particular, his/her first name and last name, order number and date of purchase, and bank account number or address where to send the reimbursed purchase price. At the same time, the Buyer-Consumer shall return the goods within 30 days of withdrawal, complete, with complete documentation, undamaged, in the same condition and of the same value as it was received. Money for the returned goods shall be paid to the Consumer within 14 days from the effective date of the Buyer's withdrawal from the Agreement and the receipt of returned goods. The cost of returning goods (postage) is borne by the Consumer. The Seller sends the money, at the Buyer's request, to an account or via a postal order to a mailing address. The Seller is entitled to deny claims (refund of the purchase price) until the Buyer-Consumer fulfils his/her obligation to return the goods.

5.4. The Seller points out that the 14-day withdrawal period only applies to the Buyer-Consumer and only to those Agreements for which the exemption does not apply under Section 1837 of the Civil Code and in no case does it apply to a Buyer who is not a Consumer.

## **6. FURTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

6.1. The Buyer gains the right of entry to the Event upon paying the full purchase price of the entry.

6.2. The assigned number card can only be collected by the Buyer in person at the venue specified by the Seller upon presentation of the Buyer's identity document (identity card, driving license, passport or other document issued by an official authority) where the same data appear as in the Purchase Agreement, or by an appointed person listed in the Order (crew member / team member) to collect the race starting pack. A third person may also be authorized to collect the race starting pack, upon presenting a certified power of attorney. In this power of attorney, the Buyer (grantor) and the agent will be specified. The latter shall present his/her identity document.

6.3. The number card (race starting pack) cannot be sent by mail or delivered by other means at any earlier or later date. Unclaimed packages cannot be picked up later and claimed.

6.4. Every Buyer shall present a printout of the Purchase Agreement at the Event.

6.5. Participation in the Event is not legally enforceable. The Seller or the Organizer reserves the right to refuse entry to the Event to any Buyer, especially if he/she has violated any of the Event's or fair play rules or has failed to keep good manners during the current or

previous editions. Such person shall be reimbursed the starting fee to the account stated in the registration.

6.6. Out-of-court resolutions of consumer complaints are handled by the Seller via the electronic address [info@praguehamburgrowingrace.com](mailto:info@praguehamburgrowingrace.com). The Seller shall inform the Buyer of the resolution of the consumer complaint using buyer's electronic address.

6.7. The Buyer hereby takes on the risk of changes in circumstances as per Section 1765 (2) of the Civil Code.

6.8. Any claims are governed by the relevant provisions of the Civil Code.

## **7. BUYER'S DECLARATION**

### **7.1. The Buyer declares that he/she:**

a) is completely healthy without any medical restrictions that would limit or prevent his/her participation in the Event, as evidenced by a confirmation from a medical doctor not older than 6 months,

b) participates in the Event of his/her own free will, solely at his/her own risk and responsibility and assumes full responsibility arising from this decision;

c) is familiar with all safety rules of the Event, as well as the fact that it takes place in a difficult terrain and in extreme climatic conditions;

d) shall accept and abide by all instructions of the organizer, or the persons authorized by the organizer to organize the Event;

e) acknowledges that the Event is physically exhausting and psychologically challenging and understands that there may be a risk of serious injury during the Event. He/she has considered this situation and is taking this risk of his/her own free will,

f) has considered and fully assumes the risk associated with individual obstacles which may change in different weather conditions and during the Event, they can loosen and dislodge causing life-threatening injuries. The Seller or organizer of the Event shall not be held responsible in any way for these situations;

g) accepts all risks on the course chosen for the Event, be they known or unknown;

h) acknowledges that he/she is responsible for the condition of his/her sports equipment;

i) acknowledges that the starting fee includes an internationally valid insurance with full health care coverage, including hospitalization, in the countries where the Event takes place.

7.2. The Buyer is aware of the fact that neither the Seller nor the organizer is responsible for changes in his/her health condition caused by participating in the Event. It is the Buyer's responsibility to have his/her health condition checked before the Event and to read all the information provided by the organizer.

7.3. The Buyer also irrevocably waives the right to indemnification for any harm (damage) which he/she may have suffered, or which he/she may claim, on the basis of the Agreement or not, for any type of harm (damage) suffered directly or indirectly, whether in the form of physical injury, property damage, loss of work ability, or pain and suffering due to or as a result of his/her participation in the Event. This waiver of claims and exemption from liability is granted to the Seller, organizer and any of their representatives, agents and subcontractors and all other persons participating in the Event actively or as spectators.

7.4. The Buyer also acknowledges that all activities and behaviour at the venue, which by their nature cannot qualify as participation in the Event, are his/her private affair. For such behaviour and its possible consequences, neither the Seller nor the organizer of the Event can be held responsible.

## **8. PERSONAL DATA PROTECTION**

8.1. The protection of the personal data of the Buyer who is a physical entity is provided by Act No. 101/2000 Coll., On the Protection of Personal Data, as amended.

8.2. By submitting a binding application, entrants agree that any photos and videos from the race may be used for advertising purposes.

## **9. FINAL PROVISIONS**

9.1. To finish the registration it is necessary to:

a) grant consent to the Seller and the partners of the Event regarding processing of personal data, as set out in the registration form, and also

b) approve these Terms and Conditions of the Seller

c) approve the rules and conditions of the Event for which the entry and additional services are being purchased.

9.2. If a relationship based on the Purchase Agreement involves an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights arising from generally binding legal regulations.

9.3. If any provision of the present Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision that approximates the intended purpose of the invalid provision as closely as possible. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

9.4. The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not available in paper form.

9.5. Contact information of the Seller:

- mailing address: Adventure Agency s.r.o., Vladislavova 1390/17, Praha 1, 110 00, ČR

- electronic address: [info@praguehamburgrowingrace.com](mailto:info@praguehamburgrowingrace.com)

- telephone number: +420 602 692 255

## 10. CODE OF ETHICS

10.1. The organizer of the Prague Hamburg Rowing Race event has a right to disqualify from a race or the whole Event any entrant or the whole team who demonstrably commit(s) a violation of the rules defined by the Code of Ethics of the Czech Olympic Committee (available at: <http://www.olympic.cz/upload/files/EKODEX.pdf>) (the "Code").

In case of a particularly serious violation of the Code, the organizer of the Prague Hamburg Rowing Race event reserves the right to disqualify such competitor or team from participating in all other Prague Hamburg Rowing Race events. If a disqualified competitor has already paid the starting fee at the time of the disqualification, the starting fee shall not be refunded and the organizer shall use it at his/her own discretion, in particular, but not exclusively, to compensate for damages caused by violating the Code and to buy prizes for winners. This provision does not serve as a waiver of liability for damages to injured parties as a result of his/her violation of the Code.