

BUSINESS TERMS AND CONDITIONS FOR THE PURCHASE OF AMAZING PLACES VOUCHERS

1.

INTRODUCTION

Who are we?

1.1. We are a company amazing places & kouzelná místa v ČR s.r.o., ID No.: 267 49 971, with the registered office at Prague 5, U Nesypky 3142/6a, Post Code 15000, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 91352 ("**Amazing places**" or "**we**"); we operate the website www.amazingplaces.cz ("**Website**") and on this website you can read how the purchase of Vouchers works there.

What terms will we use in these Terms and Conditions?

1.2. To start, let us define several terms so that you can read the Terms and Conditions well:

- **Amazing place** is our partner that offers services such as accommodation, restaurant, wellness, bike rental or other similar customer services that you can order.
- **Experience** – that is how we call all such customer services offered by the Amazing place.
- **Voucher** is a multi-purpose voucher in gift or electronic form that entitles you to use or pay for an Experience in the amount of its nominal value.
- **Customer** – it is you if you order a Voucher on the Website, whether you are a private consumer or a business buying with the use of your ID No.
- **Holder of the Voucher** – is a person who redeems the Voucher at the Amazing place to enjoy the Experience.

What kind of contract are we concluding together and how does it all work?

1.3. With respect to the Purchase order of the Voucher, we are in the role of an intermediary. The Amazing places team arranges the offer of Experiences from the Amazing places for you and these Business Terms and Conditions govern our mutual rights and obligations in connection with the purchase and redemption of our Vouchers at the Amazing places. The terms and conditions of the provision of the actual Experiences are then governed by the Terms and Conditions of the Amazing place.

1.4. The Amazing places are responsible for providing us with true, accurate and complete information for publication, especially with respect to the Experiences.

- 1.5. The purchased Voucher then entitles the Holder of the Voucher (you or someone else to whom you have given the Voucher) to use the Experience of the Amazing Place. You can read more in these Business Terms and Conditions.

2.

ORDERING A VOUCHER

How does a purchase order look like?

- 2.1. You can order a Voucher on our Website. The Purchase order mainly contains the information about you and the Voucher you are ordering, the number of Vouchers, the value and the method of delivery of the Voucher ("**Purchase order**").

What happens if you enter wrong details?

- 2.2. In the Purchase order, please check carefully all the data you have entered (or correct them if necessary) because we will work with them and consider them correct and up-to-date as you enter them in the Purchase order. For example, if you specify an incorrect email or delivery address for us, the Voucher might not reach you and we shall not be responsible for this. If you specify incorrect delivery data, you will have to reimburse us for any costs incurred by us as a result thereof, such as the cost associated with the repeated delivery of the Voucher.

How to complete the Purchase order?

- 2.3. After completing the Purchase order and checking the entered data, click on the "ORDER" button. By clicking on this button, you commit to pay for the Voucher.
- 2.4. By completing the Purchase order, you agree that you have read these Business Terms and Conditions. The range of Vouchers that we offer on the Website is for information purposes only and, therefore, we shall not be obliged to enter into a contract only because we have Vouchers displayed on the Website. In fact, we will only enter into a contract with you as a Customer when we confirm the Purchase order to you to the email address you have provided in the Purchase order ("**Contract**").

How does the Contract look like when the Voucher is ordered online?

- 2.5. The Contract consists of these Business Terms and Conditions, your Purchase order and our acceptance of the Purchase order. The documents that form the Contract are archived electronically by us and are not accessible to anyone else.

What happens next?

- 2.6. If you purchase a Voucher, we will send it to you by email or by post or we will arrange for you to collect it from us in person in Karlín, Prague, whichever you choose in the Purchase Order. If you choose a personal collection or delivery by post, you can look forward to

receiving your Voucher in a gift box.

- 2.7. The terms and conditions of use of the Voucher (in particular the period of validity and the value thereof) are specified on the Voucher; for further information on the purchase or use of Vouchers please read [here](#) or further in these Terms and Conditions.

What else should you know?

- 2.8. As a Customer, you agree that we communicate with each other remotely when entering into the Contract. If you communicate with us online or by telephone, please note that you shall bear the cost of the communication with us. Such communication does not differ from the cost of your normal telephone operator or internet service provider.
- 2.9. Without our consent, you may not use a Voucher as a prize in a consumer competition or in any way promote a sale of any other product or service in connection with the Vouchers. The resale of the Vouchers without our consent is also prohibited and constitutes a breach of these Terms and Conditions.

3. PAYMENT CONDITIONS AND DELIVERY OF THE VOUCHER

How and for what are we paid?

- 3.1. On our Website you will find information about the prices of the Voucher ("**Price of the Voucher**") and how to pay for it. All Prices of the Vouchers are specified with 0% VAT because they are not subject to the value-added tax. The Price of the Voucher corresponds to the nominal value of the Voucher that is identified on it.

What if we have an error on the Website?

- 3.2. The price of the Voucher is valid for the period when we display it as such on the Website. If we mistakenly display an obvious error in the Price of the Voucher on the Website and you purchase such a Voucher, then we may withdraw from the Contract and it would be void. In such a case, we would refund the Price of the Voucher and invalidate the Voucher or not send it to you.

What means of payments to us can be used?

- 3.3. You can pay the Price of the Voucher with a credit / debit card online via the payment gateway. The payment is possible in Czech crowns.

When and how will we send an invoice to you?

- 3.4. After the payment is made, we will issue proof of the payment made by you. You will always receive a tax receipt from the Amazing place in connection with the Purchase order of the Experiences provided to you. Only the Experiences provided by the Amazing places are

taxable.

Where will we deliver your Voucher?

- 3.5. If you have chosen to receive the Voucher electronically by email, we will send the Voucher to the email address specified in the Purchase order.
- 3.6. If you have chosen a personal collection, we will prepare the Voucher for you at Pernerova 55, 186 00 Praha 8, where you can find us every weekday between 09:00 – 17:00 o'clock.
- 3.7. If you have chosen delivery of the Voucher by post, we will send the Voucher to you within 5 working days to the address specified in the Purchase order. We charge for delivery of the Voucher by post; you can find the actual price directly in the Purchase order.

What happens if you do not take over the Voucher?

- 3.8. If you do not take over the Voucher without good reason or if we have to deliver it to you repeatedly (or in a different way than we have agreed), we may charge you for the cost of delivering the Voucher. In such a case, we shall also have the right to withdraw from the Contract.

4.

REDEMPTION OF THE VOUCHER

Who can redeem the Voucher?

- 4.1. The Voucher is redeemed by the Holder of the Voucher; it may be you or someone to whom you give the Voucher. Therefore, the Voucher is transferable. Thanks to the Voucher, you can redeem the Experiences of the Amazing Place if the Amazing Place enables the redemption of the Vouchers - you can find easily such Amazing Places on our Website.

Who to redeem the Voucher with?

- 4.2. To redeem the Voucher, contact the Amazing place directly, book an Experience with them and provide the unique code from the Voucher and its value.
- 4.3. The Voucher can always be redeemed for an Experience consisting of accommodation at an Amazing Place. The redemption of the Voucher for other types of Experiences (e.g. dining in a restaurant, wellness, etc.) must be agreed upon directly with the Amazing Place in advance.
- 4.4. You may also redeem the Voucher during the online booking or in the inquiry form on our Website when the value of the Voucher is deducted from the price of the ordered Experience. If the price of the ordered Experience is smaller than the value of the Voucher, the difference is not refunded. If, on the other hand, the price of the ordered Experience is

higher than the value of the Voucher, the Holder of the Voucher must pay such difference after completing the Purchase order of the Experience on the Website. The conditions for ordering Experiences are governed by the Business Terms and Conditions of the Amazing places.

- 4.5. By due redemption of the Voucher, its validity shall expire, regardless of whether you agree with the Amazing Place to change or cancel your booking or you do not use the Experience. In such an event, we are under no obligation to reactivate the Voucher or provide you with another Voucher.

What about the validity of the Voucher?

- 4.6. Each Voucher has limited validity and, therefore, must be redeemed before its expiry date, which can be found directly on the Voucher. If the Holder of the Voucher fails to properly redeem the Voucher before its expiry date in compliance with these Terms and Conditions, the Voucher shall be forfeited without refund of the Prize of the Voucher.
- 4.7. The redemption of the Voucher means the communication of the Voucher number to the Amazing place at the time of redeeming the Experience or at the time of making a binding reservation for the Experience with the Amazing place, whichever is earlier. Therefore, you may redeem the Voucher in time if you make a valid reservation and state the Voucher number to the Amazing place before the expiry of the Voucher, even if the Experience only takes place after the expiry of the original validity of the Voucher.
- 4.8. Please, also bear in mind that the Amazing place may not process and confirm your request to redeem the Voucher immediately, so do not leave the redemption of the Voucher to the last minute.

What are the rules or limitations for redeeming the Voucher?

- 4.9. The voucher cannot be exchanged for cash or combined with other vouchers. The Holder of the Voucher can only redeem the Voucher once, but they can redeem Experiences that are cheaper, equally expensive or even more expensive than the value of the Voucher. If the Price of the Experience is smaller than the value of the Voucher, the difference is not refundable. If, on the other hand, the Price of the Experience is higher than the value of the Voucher, the difference must be paid by the Holder of the Voucher to the Amazing place. The redemption of the Voucher for other types of Experiences other than accommodation must be agreed upon directly with the Amazing place in advance.

What is the difference between the Customer and the Holder of the Voucher?

- 4.10. The Holder of the Voucher does not have the right to withdraw from the Contract and to exercise the rights of defective performance (claim) because these rights shall only belong to the Customer who purchased the Voucher. However, this does not affect the claim for the actual Experience, as you will read further in these Terms and Conditions.

Why do you need to guard your Voucher carefully?

- 4.11. By the delivery of the Voucher by one of the three delivery options, the risk of damage to the Voucher shall pass to the Customer (or the Holder of the Voucher). The Holder of the Voucher is then liable for any loss, theft or damage to the Voucher and, if this happens, the entitlement to use the Experience will cease. In exceptional circumstances, we may agree to provide a replacement Voucher if you agree on it directly with us.

When can the Amazing place refuse a Voucher?

- 4.12. Please note that the Amazing place may refuse a Voucher if it has been submitted after its expiry date, if it concerns a copy of the Voucher, the Voucher has been used up or has been invalidated for example due to a withdrawal from the Contract. The Amazing place may also refuse a Voucher to claim payment for other Experiences than accommodation.

5. WITHDRAWAL FROM CONTRACT

How does a withdrawal from the Contract generally work?

- 5.1. As consumers, you normally have the right to withdraw from a contract within 14 days of the date of conclusion of the contract, even without giving a reason. If you do so, the Contract is treated as if it had never been made and both parties must repay each other what they have provided.

How does this work with us?

- 5.2. Please note that when you purchase the Voucher you do not have the right to cancel the Contract if we have already performed the services under the Contract. This is because the Civil Code says that you do not have the right to cancel the Contract if you have agreed to us completing the services even before the 14-day cancellation period has expired. In short, this means that once we have delivered the Voucher to you (electronically by email, by delivery in person or by post), you can no longer withdraw from the Contract with us.

What are you giving us your consent to?

- 5.3. By sending the Purchase order, you give your consent to us to provide the services before the expiry of the period for the withdrawal from the Contract and, at the same time, you declare that we have sufficiently informed you of the consequences of this consent, i.e. the loss of the right to withdraw from the Contract.

How can you withdraw from the Contract?

- 5.4. Should you withdraw from the Contract before the delivery of the Voucher, you may do so in several ways: (1) by telephone at +420 602 49 49 49, (2) by email to support@amazingplaces.cz or (3) by letter to the address Amazing Places, Pernerova

652/55, 186 00 Praha 8 - Karlín. You can also use the form that you can find here.

When and how do we refund your money after the withdrawal?

- 5.5. If you withdraw from the Contract (and if it is possible to do so), we will refund the paid Price of the Voucher to you within 14 days of your withdrawal from the Contract, by wire transfer to your bank account from which you made the purchase or to another account that will be announced by you to us.

How is the Voucher returned?

- 5.6. You do not need to send the Voucher back; we will just invalidate it so that you can no longer use it.

What if you want to cancel the Experience?

- 5.7. The specific cancellation terms of the Experience are determined by the Amazing place and, therefore, they are always governed by its business terms and conditions and you must contact the Amazing place regarding the cancellation. Any arrangement with the Amazing place regarding a change or cancellation of the reservation will no longer affect the redemption and exhaustion of the Voucher.

6. COMPLAINTS

Who can you complain to about the Experience?

- 6.1. Please note that claims for Experiences and other services of the Amazing place must be made **directly with the Amazing place**. As Amazing places, we are only responsible for facilitating the contract between you and the Amazing place.

What to do if the Voucher does not work or has a printing defect, for example?

- 6.2. If you feel that we have made a mistake, i.e. that we have mediated a service that is defective (it does not correspond in scope or quality to the agreed terms) for you, you can make a claim, fully in compliance with the law (in particular the Civil Code). This can happen in the case if we accidentally send you a Voucher for a different amount, with a printing error or if the unique code from the Voucher does not work.

What can you request from us in a claim?

- 6.3. If we can fix the defect, you can ask us to (1) repair it, (2) complete what is missing, or (3) request a reasonable price discount.
- 6.4. If we cannot fix the defect, you can ask us to (1) give you a reasonable price discount, or (2) withdraw from the contract.

- 6.5. Please note that the complaint cannot be based on the fact that the provided service or the form of the Voucher does not match your subjective expectations.

By when can you complain?

- 6.6. You must complain about the defect as soon as possible after you discover it, but no later than 6 months after the receipt of the Voucher. We will issue a claim report to you when you make a claim.

Where do you make a claim?

- 6.7. You can make a claim for the mediation services in the following ways: (1) by telephone to +420 602 49 49 49, (2) by e-mail to support@amazingplaces.cz or (3) by letter to the address Amazing Places, Pernerova 652/55, 186 00 Praha 8 - Karlín.
- 6.8. Please provide your contact details for the complaint, describe what you are complaining about, how you want to settle the complaint and that we have provided the service to you.

How is the complaint settled?

- 6.9. We will decide about the complaint immediately, in more complex cases within 3 days. We will settle the claim as soon as possible, but no later than 30 days after you make the claim, unless we agree in writing with you that it will take longer. If we do not meet the 30-day deadline for the settlement of the claim, you may withdraw from the Contract. In case of a legitimate claim, you are entitled to reimbursement of necessarily required costs; you must request us to compensate them. We will issue a confirmation of the settlement of the claim for you once the claim has been settled.

What if something goes wrong unexpectedly?

- 6.10. A defect in performance is not an obstacle caused by Force Majeure, i.e. circumstances, the origin, course or effect of which is not dependent on the will, action or procedure of Amazing places.

7. OUT-OF-COURT SETTLEMENT OF DISPUTES FOR CONSUMERS

How are disputes resolved and by whom?

- 7.1. If you, as a Customer, are also a consumer, i.e. if you are purchasing a Voucher outside your business, you have the right as a consumer to an out-of-court settlement of a consumer dispute arising from the Contract pursuant to Act No. 634/1992 Coll., on Consumer Protection. In such a case, you may contact the Czech Trade Inspection Authority (Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, website: www.adr.coi.cz).
- 7.2. Out-of-court resolution of a consumer dispute is always initiated only at your request, in the

event that you have not been able to resolve the dispute with us directly (if it concerns the provision of our services). However, we will always do our best to accommodate you so that the inspection procedure is not necessary.

When at the latest do you have to submit a proposal?

7.3. You may file a proposal for the out-of-court dispute resolution within one year of the date you first exercised your right in dispute with us - in simple terms, when you first complained to us. In addition, you can also initiate out-of-court dispute resolution online on the ODR platform available at www.ec.europa.eu/consumers/odr/.

8. PERSONAL DATA PROTECTION

Where can you find more about the work with personal data?

8.1. Details of the personal data processed by us are specified here. You can find the information about the processing of your personal data by the Amazing place in the relevant documents on the website of the Amazing place.

8.2. The area of the personal data protection is supervised by the Office for the Personal Data Protection.

9. FINAL PROVISIONS

What laws govern our relationship?

9.1. These Business Terms and Conditions are governed by Czech law and Czech courts have jurisdiction over any disputes. This is without prejudice to the rights of consumers resulting from the generally binding legal regulations.

9.2. Our relationship shall be governed especially by Act No. 89/2012 Coll., the Civil Code, as amended, and by these Business Terms and Conditions, which shall form an integral part of the Contract. If we mutually agree on different conditions in the Contract, they shall prevail over the provisions of these Business Terms and Conditions.

What if we change the Business Terms and Conditions?

9.3. We shall have the right to change or amend the wording of the Business Terms and Conditions and we will always upload the current version to the Website. However, this does not change the rights and obligations arising at the time of the effect of the previous version of the Business Terms and Conditions, which you have agreed to by submitting the Purchase order.

What else should you know?

- 9.4. We are not bound by any codes of conduct in relation to you.
- 9.5. We are authorized to provide services on the basis of a trade license and the trade control is realized by the relevant trade licensing authority within the scope of its competence. We are also subject to the supervision of the Czech Trade Inspection Authority with respect to compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 9.6. We shall not be liable for errors resulting from third-party interference with our Website or as a result of the use of our Website contrary to its intended use.
- 9.7. In the event of Force Majeure, we shall not be liable for any damage caused as a result of or in connection with events of Force Majeure. If the Force Majeure situation lasts for more than 10 days, we are authorized to withdraw from the Contract.

Where can you reach us?

- 9.8. You can contact us at any time by phone at +420 602 49 49 49, by e-mail at support@amazingplaces.cz or at the address Amazing Places, Pernerova 652/55, 186 00 Praha 8 – Karlín.

In Prague, on 16. 8. 2021