

## GENERAL TERMS AND CONDITIONS (GTC) FOR THE E-SHOP [www.venkovka.cz](http://www.venkovka.cz)

**euroAWK s.r.o.,**

with its registered office at V parku 2336/22, Chodov, 148 00 Prague 4, ID No.: 241 96 819,  
Registered in the Commercial Register maintained by the Municipal Court in Prague, file number C 187727  
(hereinafter referred to as "euroAWK")

### 1. Introductory Provisions

- 1.1. These General Terms and Conditions govern the terms and conditions for the use of the advertising space operated by euroAWK and for the provision of other related services through the e-shop [www.venkovka.cz](http://www.venkovka.cz) available on the [www.venkovka.cz](http://www.venkovka.cz) website.

### 2. Definition

- 2.1. For the purposes of these General Terms and Conditions, the following definitions apply:
  - 2.1.1. Bigboard – advertising space for paper posters measuring 9.60 m x 3.65 m.
  - 2.1.2. Billboard – advertising space for paper posters measuring 5.10 m x 2.40 m or for self-adhesive foils measuring 5.10 m x 2.45 m.
  - 2.1.3. City-Light showcase - advertising space for paper posters measuring 1.185 m x 1.75 m.
  - 2.1.4. One billposting period - the period from the 1st to the 28th day of the calendar month (for all months of the year except February). In February, the billposting period is understood to be from 1 to 26 February.
  - 2.1.5. Order – a duly completed and electronically sent form located on the [www.venkovka.cz](http://www.venkovka.cz) website.
  - 2.1.6. Civil Code – Act No. 89/2012 Coll., Civil Code, as amended.
  - 2.1.7. Poster - paper poster or self-adhesive foil, unless the context indicates otherwise. Paper posters and self-adhesive foils must not be made in reflective colours.
  - 2.1.8. Advertising campaign – the Customer's advertising message on Bigboards, Billboards or City-Light showcases.
  - 2.1.9. Contract – duly completed and sent electronic order of the Client and its subsequent electronic acceptance by euroAWK; The contract is therefore created electronically in the e-shop and no written contract in paper form with the handwritten signatures of the parties is required to conclude it.
  - 2.1.10. Consumer – any person who, outside the framework of their business activities or outside the framework of the independent performance of their profession, concludes the Agreement with euroAWK, as an entrepreneur, or otherwise deals with it.
  - 2.1.11. Pasting period - the period from the 29th day of the month preceding the month of the advertising campaign to the 1st day of the month of the start of the campaign (applies to all

campaigns except March). For March campaigns, the term of sticking is understood to be the period from February 27 to March 1.

- 2.1.12. GTC – these general terms and conditions for the e-shop [www.venkovka.cz](http://www.venkovka.cz) operated by euroAWK.
- 2.1.13. Customer – a legal entity, a Consumer or a natural person – entrepreneur who completes and sends an Order.
- 2.1.14. ZoS – Act No. 634/1992 Coll., on Consumer Protection, as amended.

### **3. Customer Account**

- 3.1. The Customer has the right to register his customer account on the [www.venkovka.cz](http://www.venkovka.cz) website. Through its registration, the Customer can then access its user interface and send Orders for its advertising campaigns.
- 3.2. When registering, the Customer is obliged to provide true and complete information. The Customer is also obliged to update this data without undue delay after the change of data occurs, no later than before the first order after the change of data.
- 3.3. Access to the customer account is secured by a user name and password. The customer is obliged to maintain confidentiality about the access data to his customer account, not to disclose them to third parties and bears full responsibility for any breach of this obligation, including liability for any damage caused to euroAWK.
- 3.4. euroAWK has the right to close the Client's customer account, especially in cases where this account is not used for a period longer than twelve (12) calendar months.
- 3.5. The Client acknowledges that his customer account may be temporarily unavailable, for example during the necessary maintenance of the hardware or software equipment euroAWK or third parties.
- 3.6. An order under these GTC can be placed even without registering a customer account.

### **4. Order, conclusion of the Contract**

- 4.1. The contractual relationship between euroAWK and the Client is defined by the relevant legal regulations and the Contract, which includes these GTC.
- 4.2. An order for an advertising campaign is valid if it is complete, all required data and requirements are duly filled in and the price for the advertising campaign is paid by the Customer. If the price for the advertising campaign is not paid, it will not be an Order within the meaning of these GTC, euroAWK will not respond to it in any way and in no case can the Contract be concluded within the meaning of these GTC.
- 4.3. If euroAWK has received payment for an advertising campaign from the Customer and is able to satisfy the Order, it will confirm its acceptance by e-mail or by phone to the Customer. At this point, the relevant Treaty is created.
- 4.4. If euroAWK is unable to satisfy the Order, it will refuse it within a reasonable time after receiving it.
- 4.5. Concluding the Contract without agreeing on all its particulars stipulated by the Civil Code is excluded within the meaning of Section 1726 of the Civil Code.

- 4.6. By concluding the Contract, euroAWK is obliged to implement an advertising campaign for the Client and the Client is obliged to provide euroAWK with all necessary documents.
- 4.7. By sending an Order, the Client expressly confirms that it is aware that these GTC form an integral part of the Contract and that it has familiarised itself with these GTC in detail. The Client was sufficiently notified of these GTC prior to the conclusion of the Agreement and had the opportunity to familiarise itself with them in full.

## **5. Price for conducting an advertising campaign**

- 5.1. The customer is obliged to pay euroAWK the agreed price for the implementation of the advertising campaign. This price includes the price for the use of specific advertising spaces, the cost of transport and the first poster posting once during the advertising campaign, the cost of maintaining advertising space, etc. Other potential costs will be charged to the Client separately, including, for example, the cost of printing posters, increased costs for above-standard creative or technical solutions, i.e. solutions exceeding the usual standard for the production, transport, installation, removal and disposal of advertising materials.
- 5.2. The Customer is obliged to pay the price for the advertising campaign at the same time as sending the Order in one of the ways allowed on the [www.venkovka.cz](http://www.venkovka.cz) website.
- 5.3. The price for the advertising campaign is considered paid at the moment the relevant amount is credited to the euroAWK bank account.
- 5.4. In addition to the price for the implementation of the advertising campaign, euroAWK charges value added tax in the amount according to the legal regulations effective at the time of the taxable supply. The first day of the advertising campaign or the date of payment in the case of an advance invoice are considered to be the day of the taxable supply. If an advertising campaign under the Contract lasts longer than one stick-up period, the first day of each calendar month in which such advertising campaign lasts is always considered to be the day of the partial taxable supply.
- 5.5. The Client is entitled to assign a receivable for the implementation of an advertising campaign under the Agreement to a third party only with the prior written consent of euroAWK.

## **6. Running an advertising campaign**

- 6.1. On the condition that the Contract has been concluded, the Client is obliged to deliver printed posters or graphic materials for the production of posters in the required quality in accordance with the technical specifications to euroAWK no later than ten working days before the beginning of the advertising campaign period. The customer will deliver the printed posters to the euroAWK warehouse at V Parku 2336/22, 148 00, Prague 4-Chodov, graphic materials by email to the Venkovka.cz employe. The sent graphic materials must be named in the same way as the campaign to which they relate, otherwise euroAWK does not guarantee their timely processing and compliance with the deadline for posting. The opening hours for the receipt and processing of graphic materials by the supplier are: Mon–Thu: 8:00–16:00, Fri: 8:00–15:00.
- 6.2. The customer is responsible for the quality and content of the graphic materials handed over by him. The Client is obliged to send a preview of the planned visual of the advertising campaign to the relevant person in euroAWK within two (2) business days from the date of payment of the price for the implementation of the advertising campaign. The submitted preview must be named the same as the campaign to which it relates. At the same time, the

customer is fully responsible for ensuring that the content of the graphic materials provided by the customer complies with Czech legislation, such as the Advertising Regulation Act. euroAWK reserves the right to recommend to the Customer a change in the graphic materials or to refuse to implement the advertising campaign on the basis of this sent preview or in the event of failure to send the preview. An advertising campaign ordered by the customer must not have the character of political advertising, promotion of a specific political entity or a specific politician.

- 6.3. In the event of a delay in fulfilling the Customer's obligations under paragraph 6.1 of this article, the advertising campaign for the Customer may start as many days later as the number of days the Customer was in default with the fulfillment of these obligations, but this advertising campaign always ends at the end of the billposting period of the agreed advertising campaign. Therefore, it is not extended by the period of this delay of the Client. This does not affect the Customer's obligation to pay the price for the implementation of the advertising campaign in full or to compensate euroAWK for damage incurred by the Client as a result of the Customer's delay in fulfilling its obligations under paragraph 1 of this article.
- 6.4. Posters printed on the basis of graphic materials from the Client are placed by euroAWK on the advertising space at the time of sticking, no later than on the first day of the advertising campaign period. euroAWK is not in default with the fulfilment of this obligation if it is prevented from fulfilling it by an obstacle that has occurred independently of its will, it cannot avert or overcome this obstacle and could not have foreseen it at the time of the conclusion of the Agreement, in particular rain, strong winds, temperatures below 4 °C or other adverse weather conditions, impassability of roads, etc. the deadline for placing posters for an advertising campaign on advertising space is extended, but this advertising campaign always ends at the end of the posting period of the agreed advertising campaign, which is not extended by this period. This is without prejudice to the Customer's obligation to pay the price for the implementation of the advertising campaign in full. However, euroAWK undertakes to extend the duration of the advertising campaign accordingly, if its operational possibilities allow it, in particular in terms of the occupancy of the advertising space in question in the subsequent billposting period.
- 6.5. Upon the Client's request, euroAWK will send the Client's photo documentation of the advertising campaign in electronic form to the e-mail address provided by the Customer within 25 calendar days from the beginning of the advertising campaign. Photo documentation consists of photographs from which it must be clear that the entire poster has been placed and which at the same time allow identification of the advertising space and its immediate surroundings.
- 6.6. euroAWK is obliged to remove the defect in the placement of the poster within 96 hours of its notification by the Customer. If its removal requires the use of a replacement poster, the Customer can deliver it or order their printing at euroAWK at their own expense (the printer has at least 4 working days to print them). After their delivery to the warehouse, the posters will be put up within the deadline for removing the defect. If the Customer does not deliver or order replacement posters, euroAWK has the right to blind the damaged posters or to re-paste the posters for the promotion of euroAWK's activities. Nothing above is without prejudice to the Customer's obligation to pay the price for the implementation of the advertising campaign in full.
- 6.7. euroAWK is not in default with the obligation to remedy the defect in the placement of posters under the previous paragraph of this article, if it is prevented from fulfilling it by an obstacle that occurred independently of its will, it cannot avert or overcome this obstacle and it could not have foreseen it at the time of the conclusion of the Agreement, in particular rain, strong

winds, temperatures below 4 °C or other adverse weather conditions, impassability of roads, etc. The period for the removal of a defect in the placement of posters pursuant to the previous paragraph of this article shall be extended by the period for which such an obstacle lasts. This is without prejudice to the Customer's obligation to pay the price for the implementation of the advertising campaign in full.

- 6.8. If euroAWK is in default with the removal of a defect in the placement of the poster, the Customer is entitled to a reasonable discount on the price for the implementation of the advertising campaign attributable to the advertising space in question, the amount of which corresponds to the ratio of the number of days of such euroAWK delay to the total number of days of the agreed period of implementation of the advertising campaign on the affected advertising space.
- 6.9. If the Client asks euroAWK to re-paste or remove the posters placed on advertising media according to the Agreement, the Client of euroAWK shall pay the price for their re-pasting or removal in the amount specified for the further placement of the paper poster or for the placement of the self-adhesive foil. euroAWK is then obliged to re-stick or remove the posters within six working days of payment of this amount by the Client, by transferring it to the account stated on the relevant euroAWK invoice.
- 6.10. After the end of the advertising campaign, euroAWK is entitled to destroy or devalue all advertising posters. In the event that the Customer requests in writing the return of the posters before the start of the advertising campaign for which the posters are intended, they will be ready for collection between the tenth and twentieth day of the month following the end of the relevant advertising campaign in the euroAWK warehouse referred to in paragraph 1 of this article. If the Client does not pick them up at this place within this period, they will be destroyed.
- 6.11. The Client expressly agrees that euroAWK may archive graphic materials handed over to it by the Customer for poster printing.

## **7. Withdrawal from the Agreement**

- 7.1. The Customer is entitled to cancel the Contract by paying a severance fee in the amount of 50% of the price of the advertising campaign on Billboards or Bigboards excluding value added tax, if it exercises this right in the period from the 60th day to the 31st day inclusive before the start of the advertising campaign agreed in the Contract, and in the amount of 100% of the price of the advertising campaign on Billboards or Bigboards excluding value added tax, if it exercises this right in the period from the 30th day before the start of the advertising campaign agreed in the Contract to the day preceding the start of the advertising campaign agreed in the Contract.
- 7.2. The Customer is also entitled to cancel the Contract by paying a severance fee in the amount of 50% of the price of the advertising campaign on the advertising campaign on the advertising City - Light showcases without value added tax, if this right is exercised in the period from the 90th day to the 45th day inclusive before the start of the advertising campaign agreed in the Contract, and in the amount of 100% of the price of the advertising campaign on the advertising City - Light showcases without value added tax, if it exercises this right in the period from the 44th day before the start of the advertising campaign agreed in the Contract to the day preceding the start of the advertising campaign agreed in the Contract.
- 7.3. euroAWK is entitled to withdraw from the Contract if the Customer places the poster on the advertising medium or removes it from the advertising medium by itself or through a third

party. The exercise of this right by euroAWK is without prejudice to the Customer's obligation to pay the price for the advertising campaign in full.

- 7.4. euroAWK and the Client have agreed that the advertising campaign must not be in conflict with legal regulations or good morals, in particular it must not contain statements and visual presentations that would violate the standards of decency and morality generally accepted by those who are likely to be appealed to by the advertising campaign, must not contain any discrimination on the grounds of race, sex or nationality or attack religious or national feelings, threaten morality, degrade human dignity, contain elements of pornography, violence or elements using the motive of fear. An advertising campaign must not attack political beliefs, incite the violation of legal regulations or give the impression that they agree with their violation, must not violate the rights of third parties, in particular the rights to the results of creative intellectual activity, must be decent, honest and truthful and must not contradict good morals of competition.
- 7.5. euroAWK is entitled to refuse to fulfil its obligation to carry out an advertising campaign for the Customer or to re-paste or remove posters from advertising media before the end of the agreed period of implementation of the advertising campaign, if the motif of the posters supplied by the Customer for the implementation of the advertising campaign is not in accordance with the previous paragraph of this article, other provisions of these GTC or their withdrawal is recommended by the Advertising Council. euroAWK is obliged to notify the Client of this. The exercise of this right by euroAWK is without prejudice to the Customer's obligation to pay the price for the implementation of the advertising campaign and the costs of its re-sticking/removal in full.
- 7.6. If a third party asserts rights against euroAWK as a result of the poster motif on the basis of graphic data supplied by the Customer for the implementation of the advertising campaign or if a public authority imposes a fine or other sanction on euroAWK as a result of the poster motifs, the Customer is obliged to compensate euroAWK for damage and other harm incurred by it.
- 7.7. If the outdoor advertising medium on which euroAWK is to carry out an advertising campaign for the Customer according to the Contract is destroyed, or if this outdoor advertising medium has been or is to be removed as a result of a decision or measure of a public authority or the termination of the right to use the thing on which it is placed, and euroAWK cannot for this reason carry out the agreed advertising campaign for the Customer in whole or in part, the contractual legal relationship established by the Treaty does not cease. however, euroAWK is obliged to notify the Customer of this and to offer him a comparable outdoor advertising medium on which he could carry out or complete an advertising campaign for the Customer under the same conditions as on an outdoor advertising medium that has been destroyed or has been or is to be removed. If the Customer agrees with it, euroAWK will carry out or complete the agreed advertising campaign on this substitute outdoor advertising medium. The cost of placing posters on this replacement outdoor advertising medium is borne by euroAWK. If the parties do not reach an agreement on a substitute outdoor advertising medium, the Customer is entitled to a reasonable discount on the price for the implementation of the advertising campaign attributable to the affected advertising space or advertising space, the amount of which corresponds to the proportion of the number of days during which euroAWK did not carry out an advertising campaign for the Customer on the outdoor advertising medium that was destroyed or was or is to be removed, to the total number of days of the agreed period of implementation of the advertising campaign on the advertising space or advertising space of such outdoor advertising medium.

## 8. Specific rules for Consumers

- 8.1. These GTC are drafted in the Czech language and in English language. The contract is concluded in the Czech language. All communication with the Consumer takes place in Czech or English this language.
- 8.2. The consumer is entitled to withdraw from the Contract within fourteen (14) days from the date of conclusion of the Agreement by a written notice addressed to the registered office of euroAWK at the address specified in Article 1 para. 1.1 of these GTC or to the e-mail address: venkovka@euroawk.cz.
- 8.3. In the event of a legitimate withdrawal from the Agreement, the Agreement is cancelled from the beginning and euroAWK returns the received performance to the Client within ten (10) days from the date of delivery of the withdrawal from the Agreement by transfer to the bank account specified by the Consumer after deducting the costs incurred.
- 8.4. The Consumer acknowledges that in the cases specified in Section 1837 of the Civil Code, the Consumer may not withdraw from the Contract. By sending an Order, the Consumer expressly agrees that if the services are provided by euroAWK before the expiry of the 14-day period for withdrawal from the Order pursuant to Section 1829 of the Civil Code, in such a case he/she will not be entitled to withdraw from the Contract.
- 8.5. The consumer is entitled to exercise rights arising from defective performance with euroAWK at the address of its registered office or e-mail address venkovka@euroawk.cz in accordance with legal regulations.
- 8.6. If a consumer dispute arises between euroAWK and the Consumer, the Consumer has the right to an out-of-court settlement. The subject of an out-of-court settlement pursuant to Act No. 634/1992 Coll., on Consumer Protection, is the Czech Trade Inspection Authority. All details on the out-of-court settlement are available on the website of the Czech Trade Inspection Authority [www.coi.cz](http://www.coi.cz).

## 9. Delivery

- 9.1. An address for service of documents is considered to be an address specified in the Contract or an address that one party notifies the other party in writing after the conclusion of the Agreement.
- 9.2. If the addressee refuses to accept a document handed over in person or otherwise intentionally prevents its delivery, or if the postal licence holder returns the document sent to the address of the other party to the sender as undelivered for any reason, the legal act contained in the mail will take effect at the moment when the addressee refuses to accept the document or otherwise intentionally prevents its delivery, or on the day when the postal licence holder returns the undelivered document to the sender. This does not apply if such a determination of the effectiveness of the legal act would be in conflict with legal regulations.

## 10. Personal data protection

- 10.1. The parties consider all data that the parties have learned in connection with the conclusion of the Agreement or during the exercise of rights or the performance of obligations arising from the Agreement to be confidential and undertake not to use them for any purpose other than those stipulated in the Agreement and to protect them from misuse by a third party.

- 10.2. however, euroAWK is entitled to notify third parties engaged in monitoring advertising costs or its effectiveness with information on the number of posters used for the advertising campaign carried out for the Customer, their format, type of sticking, as well as the location of outdoor advertising media on which euroAWK has carried out the advertising campaign for the Customer according to the contract.
- 10.3. Contracts are archived by euroAWK from the moment they are concluded , even after their fulfilment. Contracts are archived in the form in which they were concluded. Access to archived Contracts is exclusively available to euroAWK, or to an entity authorized by euroAWK to archive them. These entities are not entitled to disclose the Contracts to third parties, except for any legal obligation to do so.
- 10.4. Personal data is collected, processed and used exclusively in accordance with the applicable statutory regulations on the protection of personal data, in particular 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, hereinafter referred to as the "GDPR" (General Data Protection Regulation) and the currently valid Czech legislation.
- 10.5. The personal data controller is euroAWK s.r.o., with its registered office at V parku 2336/22, Chodov, 148 00 Prague 4, ID No.: 241 96 819. Contact with the person responsible for the processing of personal data by euroAWK s.r.o. can be made at the following email address: venkovka@euroawk.cz.
- 10.6. euroAWK processes the Customer's personal data for the purpose of concluding and performing the Agreement through the e-shop (Art. 6(1)(b) of the GDPR), the implementation of services provided electronically – including the delivery of newsletters (Art. 6(1)(b) of the GDPR), direct marketing (Art. 6(1)(a) of the GDPR) and profiling from the marketing point of view (Art. 6(1)(f) of the GDPR).
- 10.7. euroAWK processes only the data that are strictly necessary for the stated purposes of processing. This includes the following data: title, name, surname, delivery and billing address, telephone number, e-mail address, customer history, order number, date of birth, cookies, IP address.
- 10.8. Legal basis for processing:
  - 10.8.1. The data subject has given consent to the processing of his/her personal data for one or several specific purposes.
  - 10.8.2. Processing is necessary for the performance of a Contract to which the data subject is a party or for the implementation of measures taken prior to entering into a Contract at the request of the data subject.
  - 10.8.3. In the event of concluding the Agreement, it is necessary to provide the Customer's personal data (Art. 6 (1) (b) of the GDPR). According to this provision, euroAWK is entitled to process and therefore require the necessary personal data from the Customer. If you do not provide this data, the implementation of the advertising campaign cannot take place at all on the basis of the Contract.
  - 10.8.4. The processing is necessary for the purposes of the legitimate interests of the controller or a third party. Personal data processing for the purpose of protecting our legitimate interests is involved in the following cases:



- consultation and exchange of data with debtors' registers in order to determine the creditworthiness or risk of non-payment;
  - Monitoring and optimisation of needs analysis and direct customer outreach procedures, as well as measures needed to manage business activities and further develop services and products;
  - Promotion of your own products, customer reviews, market and opinion research, unless you have objected to the processing of your personal data in accordance with Article 21 GDPR;
  - law enforcement for the purpose of deflecting or exercising legal claims;
  - To contact us (e.g. by e-mail, telephone, post) in order to enquire about the quality of service and customer satisfaction;
  - maintaining network and information security;
  - for necessary administrative purposes.
- 10.9 The addressees of the Client's personal data may be: euroAWK employees, euroAWK subcontractors ensuring poster printing, subcontractors ensuring poster display, providers of services in the field of marketing and analytical activities. The Customer's data is not transferred to third countries.
- 10.10 Personal data may be processed automatically or manually. You may object to this automated processing at any time on the basis of Article 21 GDPR.
- 10.11 The customer has the right to request information about personal data and processing from the administrator, as well as the right to obtain a copy of personal data, to rectification, deletion, or restriction of processing and the right to object to processing. The customer has the right to transfer personal data.
- 10.12 If data processing is exclusively governed by Art. 6 para. 1 a) GDPR, i.e. the Customer has given consent to the collection and processing of their personal data, they are entitled to withdraw their consent at any time, but without affecting the lawfulness of the processing based on the consent given before its withdrawal.
- 10.13 The right to withdraw their consent to the processing of personal data or the right to object to the processing of their personal data may be exercised by the Customer at any time by e-mail sent to the address [venkovka@euroawk.cz](mailto:venkovka@euroawk.cz) or by regular mail to the address of the registered office of euroAWK.
- 10.14 The customer has the right to lodge a complaint against the processing of data with the competent supervisory authority. In the Czech Republic, it is the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, e-mail: [posta@uouu.cz](mailto:posta@uouu.cz). Alternatively, the Customer may also contact a supervisory authority within the EU.
- 10.15 Personal data for marketing purposes will be stored until the consent to the processing of personal data is withdrawn, and for profiling purposes – until the moment of filing a protest. The remaining extent will be personal data stored until the termination of the Contract and for the period necessary to comply with the obligations imposed by legal regulations (billing, limitation of claims).
- 10.16 The customer acknowledges and agrees that his personal data may be made available to persons belonging to the euroAWK group.

## 11. Final provisions

- 11.1. These GTC were prepared in accordance with the business Code and the ZoS.
- 11.2. These GTC apply to the Agreement concluded between euroAWK and the Client in the wording valid as of the date of conclusion of the Agreement.
- 11.3. euroAWK and the Client have agreed that their mutual communication will take place electronically, in particular via e-mail. The electronic form of communication is also acceptable for withdrawal from the Agreement.
- 11.4. euroAWK is entitled to unilaterally change, modify or supplement these GTC. The new or amended wording of the GTC shall come into effect upon its publication on the [venkovka@euroawk.cz](mailto:venkovka@euroawk.cz) website.
- 11.5. These GTC come into effect on 1.10.2023. These GTC fully replace all previous GTC.