

# GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTORY PROVISIONS

- 1.1. These general terms and conditions (hereinafter referred to as “**Terms and Conditions**”) apply to the purchase of Tickets and Vouchers for tours to The Home of Becherovka (visitor center) at T. G. Masaryka 282/57, 360 01 Karlovy Vary (hereinafter referred to as “**Visitor Center**”) operated by Jan Becher – Karlovarská Becherovka, a.s., Identification No (IČO): 49790765, having its registered office at T. G. Masaryka 282/57, 360 01 Karlovy Vary, registered in the Companies Register maintained by the Regional Court in Plzeň under file No. B 401, phone #: +420 359 578 142 (hereinafter referred to as “**JBKB**”), as the operator of the shopping portal specified below, for contracts entered into by and between JBKB as the organizer of the visitor center tours and the customer who may act as a consumer or business undertaking (hereinafter referred to as the “**Customer**”). These contracts are concluded via the website at [www.becherovka.com](http://www.becherovka.com) operated by JBKB, with the booking, ordering and shopping phases moving to the ColosseumTicket web-based shopping cart booking and sales system (hereinafter referred to as “**Online Shop**”). These general terms and conditions further define and specify the rights and obligations of JBKB and the Customer (hereinafter referred to as “**Terms and Conditions**”).
- 1.2. Anyone who visits the Online Shop is a Customer of the [www.becherovka.com](http://www.becherovka.com) website and is obliged to comply with applicable laws and regulations, to act in accordance with generally accepted principles of morality and these Terms and Conditions, and not to damage the reputation and rights of JBKB.
- 1.3. The Online Shop allows you to purchase Tickets and Vouchers for tours of the JBKB Visitor Center. JBKB hereby declares and informs that the offer includes Tickets for tours involving the consumption of alcoholic beverages, which, due to the serving of alcohol, are intended only for customers over 18 years of age. Please note that in accordance with Act No. 65/2017 Sb. (Collection of Laws), on the Protection of Health against the Harmful Effects of Addictive Substances, it is prohibited to sell or serve alcoholic beverages to a person under the age of 18. The Customer shall always produce evidence of being at least 18 years of age in the appropriate manner specified by JBKB. Persons under the age of 18 are only allowed to enter the Visitor Center without tasting alcohol and with the consent and under the permanent supervision of a legal guardian (e.g., parent) or other accompanying person having full legal capacity over the age of 18 (e.g., teacher); entering the Visitor Center is not appropriate for children under the age of 6.
- 1.4. JBKB offers the following types of Tickets and Vouchers in the Online Shop:
  - 1.4.1. e-tickets for a selected tour of the Visitor Center with a specific date and time booked (hereinafter referred to as “**Ticket**”), and
  - 1.4.2. Vouchers for a selected tour of the Visitor Center with a fixed period of validity, where such a voucher allows for a time-limited purchase of a ticket for a selected tour at a price corresponding to the predetermined ticket price after deduction of the price of the voucher already paid for (hereinafter referred to as the “**Voucher**”).
- 1.5. A consumer is any person who, outside the scope of his or her business activity or outside the scope of the independent exercise of his or her profession, enters into a contract with a business undertaking or otherwise deals with the business undertaking. The procedure leading to the conclusion of the contract, the contract entered into by and between JBKB and the Customer -

consumer, as well as other obligations, shall be governed in particular by the provisions of Section 1810 et seq. of Act No. 89/2012 Sb. (Collection of Laws), Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) and Act No. 634/1992 Sb. (Collection of Laws), on Consumer Protection, as amended (hereinafter referred to as “**Consumer Protection Act**”), as well as other related laws and regulations and these Terms and Conditions.

- 1.6. A business undertaking is a person who independently carries out, on his/her own account and responsibility, a gainful activity under a trade license or in similar manner with the intention of doing so consistently for profit. Any person who enters into contracts in connection with his or her own business, manufacturing or similar activities or in the independent exercise of his or her profession, or who acts on behalf of or for a business undertaking, shall also be deemed to be a business undertaking. A person registered in the Companies Register (*obchodní rejstřík*) and/or a person who has a trade license or other authorization under another law shall be considered a business undertaking. The procedure leading to the conclusion of the contract, the contract concluded between JBKB and the Customer – business undertaking, as well as other obligations not expressly regulated by these Terms and Conditions shall be governed in particular by the provisions of the Civil Code. In the event of any differences between the Terms and Conditions and the contract, the provisions of the contract shall prevail.
- 1.7. The conclusion of the contract does not occur when the Customer sends the purchase order to JBKB. The contract originates at the moment of confirmation of the Customer's purchase order by JBKB (the presentation of Tickets placed in the JBKB Online Shop is of an indicative nature and JBKB is not obliged to enter into a contract regarding those Tickets - the provisions of Section 1732(2) of the Civil Code do not apply). From this moment on, mutual rights and obligations arise between the Customer and JBKB, which are defined in the contract and the Terms and Conditions which form an integral part of the contract. Conclusion of a contract without agreeing on all its requirements as stipulated by the Civil Code is excluded in accordance with the provisions of Section 1726 of the Civil Code. Furthermore, in accordance with Article 1740(3) of the Civil Code, JBKB excludes the acceptance of an offer with an addendum or a variation.
- 1.8. By submitting (placing) a purchase order in the Online Shop, the Customer confirms that he/she has read these Terms and Conditions and agrees to them in the version valid and effective at the time of submitting the purchase order, as well as that he/she has read the Visitor's Rules which regulate the details of entry, visits and tours of the Visitor Center exhibitions and are available on the website at [www.becherovka.com](http://www.becherovka.com).

## **2. TERMS OF PAYMENT**

- 2.1. Ticket and Voucher prices presented on the Online Shop are stated inclusive of VAT. Together with this price, the Customer is also obliged to pay, if applicable, the costs associated with the delivery of the supply according to the contract in the agreed amount (of which the Customer will be informed during the ordering process); unless expressly stated otherwise, the price shall also be deemed to include these delivery costs. All Tickets and Vouchers are supplied with the documents required by generally binding laws and regulations.
- 2.2. All changes, whether to the range of Tickets and Vouchers or their prices listed in the Online Shop presentation, are subject to change.

- 2.3. The Customer can only pay the Ticket price online by credit/debit card through the payment gateway.
- 2.4. The Customer can pay the Voucher price online by credit/debit card through a payment gateway or in cash at the JBKB Visitor Center, depending on the delivery method chosen.

### **3. DELIVERY AND REDEMPTION OF TICKETS**

- 3.1. At the Customer's option, JBKB will deliver the Tickets or Vouchers to the location and in the manner specified by the Customer in the purchase order. JBKB reserves the right to deliver the Ticket or Voucher to the Customer only after full payment of the total price.
- 3.2. The Customer can view his or her purchased Tickets in the form of e-tickets by logging into his or her JBKB customer account, where he or she can then print them. Tickets in the form of e-tickets will also be delivered to the Customer's e-mail address provided by the Customer for this purpose via the web form when submitting the purchase order. To print the e-ticket, the Customer needs a program that allows him or her to print the document in PDF format (e.g., Adobe Acrobat Reader).
- 3.3. Depending on the chosen method of delivery, the Customer can view the Vouchers in the form of an e-ticket similar to Article 3.2 of these Terms and Conditions or collect them in person at the Visitor Center.
- 3.4. JBKB is not responsible for any inconvenience caused by unauthorized copying of the Ticket. The Customer is obliged to keep the Ticket in a safe place. When entering the tour, the code on the Ticket (in the form of an e-ticket) will be checked. The Ticket can be presented at the tour in electronic form or printed in physical form.
- 3.5. JBKB recommends that the customer with a purchased e-ticket arrive at the reception desk of the Visitor Center at least 15 minutes before the start of the tour (if the Customer needs or wishes so, a valid e-ticket can be exchanged for a valid paper Ticket free of charge).
- 3.6. Entry to the tour will be granted only on the basis of the Ticket that passes the check-in first. If the Ticket or a copy of the Ticket is presented again, entry to the tour will be denied regardless of who presents the Ticket.
- 3.7. When redeeming a Voucher, it is necessary to make an early reservation for a specific tour date by calling +420 359 578 142, otherwise JBKB cannot guarantee that the Voucher will be redeemed on the specific date chosen by the Customer due to the possible exhaustion of the capacity of the selected tour. The Voucher holder is entitled to redeem the Voucher. When redeeming a Voucher, JBKB does not verify whether the person is the authorized holder of the Voucher.
- 3.8. The validity of a Voucher cannot be extended subsequently. Upon expiration of the Voucher, the Customer's right to redeem the Voucher shall expire without the right to any refund.

#### 4. WITHDRAWAL FROM THE CONTRACT

- 4.1. The Customer-consumer has the right to withdraw from the contract without giving any reason within 14 days; however, this does not apply to the purchase of Tickets according to Article 1.4.1 of these Terms and Conditions. The Customer-consumer acknowledges that in the case of the purchase of the said Ticket according to Article 1.4.1 of these Terms and Conditions, he or she cannot withdraw from the contract on the grounds stated in Section 1837(j) of the Civil Code using the procedure according to Section 1829 of the Civil Code (i.e., within 14 days without giving a reason), since in this case it is a contract for the use of leisure time and the supply (participation in the tour) to which the Ticket entitles the Customer is provided at a specific date or time.
- 4.2. In the case of Vouchers purchased according to Article 1.4.2. of these Terms and Conditions, the period for withdrawal from the contract ends 14 days after the day following the receipt of the Voucher (electronic or physical) by the Customer or his or her authorized person.
- 4.3. The Customer-consumer may withdraw from the contract by any unequivocal statement made to JBKB. JBKB recommends that the Customer-consumer send the written notice of withdrawal to JBKB at the address of the Visitor Center or by e-mail to [ystupenky@jan-becher.com](mailto:ystupenky@jan-becher.com) and then follow the instructions of JBKB. The Customer-consumer can also use the withdrawal form template available at: [www.becherovka.com/dokumenty/sample\\_formal\\_withdrawal\\_from\\_the\\_contract.docx](http://www.becherovka.com/dokumenty/sample_formal_withdrawal_from_the_contract.docx).
- 4.4. In the event of withdrawal from the contract, JBKB shall return the funds received from the Customer-consumer, including the delivery costs, if any, without undue delay, no later than 14 days after withdrawal from the contract. JBKB will use the same mode of payment that was used to make the initial transaction to refund the funds, unless the Customer-consumer has expressly specified otherwise. The Customer-consumer will not incur any additional costs as a result.
- 4.5. In the event of withdrawal from the contract, the Customer-consumer shall return the supply provided by JBKB under the contract or hand it over at the address of the Visitor Center without undue delay, at the latest within 14 days of withdrawal from the contract. The time limit shall be deemed to have been complied with if the return is made before the expiry of 14 days. The Customer-consumer shall bear the direct costs associated with the return, and JBKB shall not be obliged to return the funds received to the Customer-consumer until the earlier of JBKB's receipt of the returned supply or the Customer-consumer's proof of return. The above shall not apply in the case of a supply provided to the Customer-consumer in electronic form, in which case the Customer does not physically return such supply, or in cases where JBKB informs the Customer-consumer that it does not require the return.
- 4.6. The Customer-consumer shall only be liable to JBKB for any impairment of value resulting from the handling of the Ticket or Voucher other than in a manner necessary to become familiar with its nature, characteristics and functionality.
- 4.7. The Customer-business undertaking is entitled to withdraw from the contract in cases and under the conditions of the general provisions of the Civil Code.
- 4.8. JBKB is entitled to withdraw from the contract in the event that before the start of the tour involving the tasting of alcohol in the Visitor Center according to the purchased Ticket, it turns out

that the Customer present is under 18 years of age (or fails to prove this age), thereby violating the conditions set out in these Terms and Conditions and the contract.

- 4.9. In the event of withdrawal from the purchase contract, the purchase contract is cancelled from the outset.

## **5. RIGHTS ARISING FROM DEFECTIVE SUPPLY (CLAIMS)**

- 5.1. The Customer is obliged to check the accuracy and completeness of the Tickets or Vouchers immediately after the delivery thereof. The customer shall notify JBKB of the claims, if any, regarding the content of the Tickets or Vouchers per e-mail at [vstupenky@jan-becher.com](mailto:vstupenky@jan-becher.com).
- 5.2. The Customer-consumer can make a claim about a defect that becomes apparent within two years of the receipt of the Ticket or Voucher. The Customer-consumer is not entitled to the rights arising from defective supply if he/she himself/herself caused the defect. A defect is not wear and tear caused by normal use.
- 5.3. In the event of a defect in the Ticket or Voucher, the Customer-consumer may request its rectification. He or she may, at his or her option, request the delivery of a new Ticket or Voucher without the defect or a repair, unless the chosen method of rectifying the defect is impossible or disproportionately costly compared to the other method; this shall be assessed in particular with regard to the severity of the defect, the value that the Ticket or Voucher would have had without the defect and whether the defect can be removed by the other method without significant inconvenience to the Customer-consumer.
- 5.4. JBKB may refuse to rectify a defect if it is impossible or unreasonably costly to do so.
- 5.5. In the following situations, the Customer-consumer has the right to claim a reasonable discount or withdraw from the contract in connection with the defect:
- JBKB has refused or failed to rectify the defect in accordance with these Terms and Conditions,
  - the defect manifests itself repeatedly,
  - the defect constitutes a material breach of the contract, or
  - it is apparent from JBKB's statement or the circumstances that the defect will not be rectified within a reasonable time or without significant inconvenience to the Customer-consumer.
- 5.6. If the defect is insignificant, the Customer-consumer cannot withdraw from the contract according to the previous paragraph of the Terms and Conditions.
- 5.7. The claim will be settled by JBKB without undue delay, at the latest within 30 calendar days of the date of the making the claim, unless JBKB and the Customer-consumer agree otherwise in writing. JBKB will inform the Customer-consumer within a specified period of time about the handling of the claim. After the expiry of this period, the Customer-consumer has the same rights as if it were a material breach of contract, including the right to withdraw from the contract or to demand a reasonable discount. JBKB will issue a written confirmation to the Customer-consumer with stating when the Customer-consumer filed the claim, what its content is and what method of handling the Customer requires. In addition, JBKB will issue a confirmation to the Customer-

consumer of the date and method of handling of the claim, including confirmation of the repair and the duration of the repair. In the event of a rejected claim, JBKB will issue a written justification of the rejection to the Customer-consumer.

- 5.8. For Customers who are not consumers, the general rights arising from defective supply under the Civil Code apply.
- 5.9. Whoever has a right arising from defective supply is also entitled to compensation for costs reasonably incurred in exercising this right. However, if the Customer does not exercise the right to compensation within 1 month of the expiry of the period within which the defect must be notified, the court will not grant the right if JBKB argues that the right to compensation was not exercised in time.
- 5.10. The Customer can specifically assert his or her rights arising from liability for defects against JBKB in person at the Visitor Center or by e-mail at [vstupenky@jan-becher.com](mailto:vstupenky@jan-becher.com).
- 5.11. In the event that JBKB is forced to cancel a tour for which the Customer has already purchased a Ticket, the Customer will automatically receive a full refund of the price paid. In this case, the price will be refunded to the Customer's bank account by wire transfer without undue delay, within 14 days at the latest.

## **6. OTHER OBLIGATIONS OF THE CUSTOMER**

- 6.1. In the event of non-receipt of a confirmation e-mail, Ticket or Voucher in electronic form (e.g., as a result of incorrect data entered by the Customer when ordering), the Customer shall immediately notify JBKB of this situation by e-mail at [vstupenky@jan-becher.com](mailto:vstupenky@jan-becher.com) or by telephone at: +420 359 578 142 and shall follow further instructions of JBKB. Registered Customers can track their purchase order by logging into their JBKB Online Shop user account.

## **7. OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES AND COMPLAINTS**

- 7.1. In accordance with Section 14 of the Consumer Protection Act, JBKB informs the Customer-consumer of the possibility to resolve disputes arising from contracts concluded with JBKB through an out-of-court consumer dispute settlement entity, which is the Czech Trade Inspection Authority having its registered office at Gorazdova 1969/24, 120 00 Praha 2, Identification No (IČO): 000 20 869 (more information is available at <https://www.coi.cz/>).
- 7.2. Any complaint against JBKB may be made by the Customer, in particular by e-mail to [infojb@jan-becher.com](mailto:infojb@jan-becher.com). JBKB will send information about the settlement of the complaint to the Customer's e-mail address. There are no other rules for handling complaints.
- 7.3. The Customer-consumer may also submit his or her complaint to the supervisory authority or the state supervisory authority. JBKB carries out its business activities on the basis of a trade license. Trade supervision is carried out by the competent trade licensing authority. Supervision over personal data protection is carried out by the Personal Data Protection Office. Supervision over compliance with the Civil Code and the Consumer Protection Act is carried out by the Czech Trade Inspection Authority.

## 8. CUSTOMER REGISTRATION

- 8.1. When registering a Customer on the Online Shop, the Customer is obliged to provide accurate and true information required for the purchase of Tickets and Vouchers. If there is a change in the Customer's details, the Customer is obliged to notify such a change without delay, either via the JBKB customer hotline at: +420 359 578 142, per e-mail sent to [vstupenky@jan-becher.com](mailto:vstupenky@jan-becher.com), or make the change directly in Customer Account Management section.
- 8.2. During the registration process, the Customer is asked to create a password for their Customer account. The Customer is obliged to keep this password confidential and not to share it with other persons. The Customer is fully responsible for all actions taken from his or her account. The Customer is obliged to inform JBKB without undue delay if he or she suspects any misuse or disclosure of his or her password to an unauthorized third party. In the event of reasonable concern that a Customer's account is being or may be misused, JBKB is entitled to block the Customer's account or to ask the Customer to change his or her password. JBKB shall not be liable to the Customer for damages (harm) incurred as a result of the disclosure or misuse of his or her access password or unauthorized use of his or her user account.
- 8.3. JBKB shall be entitled to immediately suspend or cancel the Customer's registration if it reasonably believes that the Customer is in breach of these Terms and Conditions. The suspension or cancellation of registration shall be without prejudice to those provisions of the Terms and Conditions which, by their nature, remain in force.

## 9. PERSONAL DATA SECURITY AND PROTECTION, COPYRIGHT, COOKIES

- 9.1. Customer information is processed in accordance with applicable and effective laws and other generally binding laws and regulations of the Czech Republic, 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).
- 9.2. Further information on the processing and protection of personal data, as well as the rights of the data subject, is described in a separate document, the Privacy Policy, which is published on the website at [www.becherovka.com](http://www.becherovka.com).
- 9.3. JBKB also processes the personal data of visitors to the Online Shop website via cookies in accordance with applicable law. Further information on the processing of personal data via cookies is described in a separate document, Information on Personal Data Processing via Cookies, which is published on the website at [www.becherovka.com](http://www.becherovka.com).
- 9.4. In the case of the purchase of Tickets or Vouchers through the Online Shop, JBKB is entitled under Act No. 480/2004 Sb. (Collection of Laws), as amended, on the basis of its legitimate interest, to send the Customer commercial communications concerning similar services or goods. The Customer has the option to refuse the receipt of commercial communications via the web-based order form by selecting the option "I do not agree to receive information and news by e-mail" before submitting the purchase order, or at any later time by sending an e-mail with the subject line "DO NOT SEND COMMERCIAL COMMUNICATION" from the e-mail address provided by the

Customer when purchasing Tickets or Vouchers, to [vstupenky@jan-becher.com](mailto:vstupenky@jan-becher.com), or any other e-mail specified for this purpose in the commercial communication.

- 9.5. All materials published on the JBKB Online Shop presentation are protected by Act No. 121/2000 Sb. (Collection of Laws), on Copyright, Rights Related to Copyright and on Amendments to Certain Acts, as amended, and other legislation of the Czech Republic. The content of the Online Shop presentation and the information or images contained therein may also be protected by the rights of other stakeholders.

## **10. FINAL PROVISIONS**

- 10.1. JBKB is entitled to amend these Terms and Conditions at any time.
- 10.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provisions of the Terms and Conditions shall be replaced by a provision whose purpose is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision of the Terms and Conditions shall not affect the validity and effectiveness of the other provisions of the Terms and Conditions if such invalid and ineffective provision of the Terms and Conditions is severable from the other provisions of the Terms and Conditions.
- 10.3. These Terms and Conditions are valid and effective from 1 May 2024.