**General Terms and Conditions of Plzeňský Prazdroj, a.s. for Sales of Visitor Tour Tickets, Vouchers and Gift Items**

## 1. INTRODUCTORY PROVISIONS

### 1.1. General provisions

1.1.1. These general terms and conditions apply to the purchase of brewery visitor tour tickets, Vouchers and Gift Items in the E-Shop shop of Plzeňský Prazdroj, a.s., which is run on the following websites:

- www.tickets.prazdroj.cz,
- www.prazdrojvisit.cz,
- www.plzenskepodzemi.cz,
- www.kozel.cz,
- www.radegast.cz.

1.1.2. These General Terms and Conditions also apply to purchasing tickets to visitor tours offered by the Plzeňský Prazdroj, a.s. company on the website of company Bookingkit GmbH, Sonnenallee 223, 12059 Berlin.

1.1.3. These General Terms and Conditions apply, in the possible scope, to tickets to tours and/or other vouchers bought from partners of the Plzeňský Prazdroj, a.s. company.

1.1.4. The Plzeňský Prazdroj, a.s. Company organizes the following visitor tours under the conditions stated below:

- **Plzeňský Prazdroj Brewery Visitor Centre** - address: U Prazdroje 64/7, 301 00 Pilsen,
  - o Pilsner Urquell Brewery Tour
  - o Gambrinus Brewery Tour
  - o Proud Brewery Tour
- **Brewery Museum Visitor Centre** - address: U Prazdroje 64/6, 301 00 Pilsen,
  - o Brewery Museum Visitor Tour
  - o Pilsen Historical Underground Tour
- **Velké Popovice Brewery Visitor Centre** - address: Ringhofferova 1, 251 69 Velké Popovice
  - o Velké Popovice Brewery Tour
- **Radegast Brewery Visitor Centre** - address: 739 51 Nošovice
  - o Radegast Brewery Tour

### 1.2. Definitions

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| **“Standard Ticket”** | refers to a ticket for one or more visitor which can be purchased at a ticket office in one of the Establishments listed in the article 1.1.4 above; |

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| **“Gift Items”** | Refers to small-sized gift items which are automatically offered for purchase with a ticket, voucher and/or an experience or as part of a special offer in the e-shop shop run by Plzeňský Prazdroj, a.s. On the websites stated in art. 1.1.1 above; |
| **„E-shop“** | Refers to the on-line shop operated by the Plzeňský Prazdroj, a.s. company on the web pages mentioned above in art. 1.1.1 above; |
| **„E-Ticket“** | Refers to a ticket to one or more visitor tours mentioned in art. 1.1.4 above purchased on-line (via the e-shop of the Plzeňský Prazdroj, a.s. company. |
| **“GDPR“** | refers to Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and Code No. 95/46/ES (regulation of personal data processing). |
| **“Visit Rules”** | Refers to the rules which must be followed while on a tour of the particular brewery, including rules defining what kind of behaviour is required from visitors; |
| **“Civil Code”** | Refers to Code No. 89/2012 Sb. Civil Code, as later amended; |
| **“Terms and Conditions”** | Refers to these general terms and conditions; |
| **„PPAS“** | Refers to the trading company Plzeňský Prazdroj, a.s., with its registered office at U Prazdroje 64/7, Pilsen, Postcode 301 00, Company ID: 45357366. Tax ID: CZ45357366, entered in the Commercial Register maintained by the Regional Court in Plzeň, file No. B 227; |
| **“Establishment”** | Refers to each of the PPAS Establishments mentioned in art. 1.1.4 above; |
| **“Establishments”** | Refers to all the PPAS Establishments mentioned in art. 1.1.4 above together; |
| **“Account”** | Refers to an E-Shop account of a natural person who creates this account with their registration; |
| **“Voucher”** | Refers to a voucher for one of the visitor tours, an experience or an event offered by PPAS. |
| **“Customer”** | Refers to a person legally competent to conclude/entity eligible to conclude a purchase contract in compliance with the Civil Code and which/who concludes such a contract to purchase a Standard Ticket(s), E-Ticket(s) or Gift Item(s) or Voucher(s) with PPAS as the selling party; |

**"Experience"** Refers to an experience or an event offered by PPAS.

**1.3. General provisions**

1.3.1. Attendance in one of the visitor tours organized by PPAS is only possible after purchasing a Standard Ticket, E-Ticket or after producing a relevant Voucher entitling one to attend the particular tour, and exchanging this Voucher for a Standard Ticket at the ticket office in the Establishment where the tour will be taking place.

1.3.2. Standard Tickets, Vouchers and/or Experiences can be bought from PPAS at the respective Establishments. The payment can be made in cash and/or by card.

1.3.3. E-Tickets can be bought in the PPAS via E-Shop and/or on the website of company Bookingkit GmbH, Sonnenallee 223, 12059 Berlin.

1.3.4. Apart from E-Tickets, Vouchers, Experiences and/or Gift Items may be bought via the E-Shop as well.

1.3.5. By purchasing an E-Ticket, Voucher, Experience and/or a Gift Item(s) via the on-line shop, the Customer agrees to the use of remote communication to conclude the purchase contract. Any expenses incurred by the Customer when using remote communication tools with regard to the conclusion of the purchase contract (costs of Internet access, costs of phone calls) are paid independently by the Customer.

1.3.6. By purchasing an E-Ticket, Voucher, Experience and/or Gift Item(s) via the E-Shop, the Customer agrees to these Terms and Conditions, which are part of the concluded purchase contract, taking effect in their wording at the moment of its conclusion, i.e. at the moment the payment has been made.

**2. PURCHASE OF TICKETS, VOUCHERS, EXPERIENCES AND/OR GIFT ITEMS via the E-shop**

**2.1. General information**

2.1.1. Customers can purchase E-tickets, Vouchers, Experiences and/or Gift Items via the E-Shop either as a registered or as an unregistered user.

**2.2. Registration of a Customer in the E-Shop**

2.2.1. For the purposes of making future purchases easier and quicker and to avoid repeated entering of identification data, Customers can register in the e-shop, this way creating an Account. Such Account allows Customers to see the history of their purchases in the E-Shop.

2.2.2. Upon registration and in order to create an Account in the E-Shop, the Customer must fill in a registration form which includes:

(i) Registration data such as name, surname, email address, phone number, user account password (mandatory);

(ii) A section where s/he gives:

· Consent with these Terms and Conditions and privacy protection principles and also consent with principles of using the PPAS websites where the E-Shop is run (mandatory);

· Consent to receiving the email newsletter (optional);

(iii) a section requiring the Customer to transcribe a verification code to prove the registration is carried out by an actual person (mandatory).

2.2.3. The Customer can cancel the registration, thereby also cancelling their Account, right in the Account settings.

**2.3. Purchasing E-Tickets in the E-Shop**

2.3.1. E-Tickets for visitor tours can be bought by selecting the desired tour in the E-Shop section named "Tours" and clicking the button "Select a date" and by selecting a date, time and, if offered, also by selecting a language in which the tour will be held. Next, Customers need to choose the number of participants according to the type (full price / reduced price for students and senior citizens / free entry / based on a card and/or family tickets) and add the selected E-Tickets to the shopping cart.

2.3.2. E-Tickets for visitor tours can be purchased via the E-Shop no later than 60 minutes before the start of the particular tour. Tickets for tours starting sooner than in 60 minutes can only be purchased at the ticket office of the given Establishment in the form of a Standard Ticket.

2.3.3. After the Customer adds an E-Ticket to the shopping cart, the purchase of some Gift Items related to the theme of the tour is offered to the Customer.

2.3.4. PPAS gives Customers a discount on E-Tickets (the same discount as when purchasing a Standard Ticket at the ticket office of one of the Establishments) listed below, so the price is lower than the full entry fee meant for persons over 18 years of age who are not entitled to getting any of these types of discount:

· PPAS permits **free entry** to visitor tours to:

o Children up to 3 years of age; and/or

o Holders of a ZTP/P card (severe physical disability card/physically disabled with an assistant) and their assistants (1 person);

· **Children's discount** is granted to:

o Children aged from 3 to 6;

· **Student discount** is granted to:

o Children aged from 6 to 18;

o Persons from 18 to 26 years of age who can produce a valid study ID or confirmation of studies;

o Holders of a TP card (physically disabled) or ZTP card (severely physically disabled); and/or

o Holders of an HI YHA card;

· **Senior discount** is granted to:

o Persons over 65 years of age;

· **Family discount** applies to:

o 2 adults and max. 3 children aged from 6 to 18.

2.3.5. In case of an E-Ticket purchase with a discount, the person entitled to such discount must produce the respective documents proving their entitlement to the discount prior to the start of the tour. Should the entitlement to the applied discount not be proved, the person can take the tour only after paying the difference between the full prize and the already paid amount.

2.3.6. Apart from the above mentioned discounts, PPAS offers Customers the option of purchasing advantageous E-Tickets for packages of multiple visitor tours which will take place on the same day. These packages of E-Tickets can be purchase in the E-Shop section named "Reduced-price packages".

2.3.7. Discount coupons, free tickets and vouchers issued by PPAS cannot be used when purchasing E-Tickets, with the exception of gift vouchers for a visitor tour bought via the Plzeňský Prazdroj E-Shop (https://eshop.prazdroj.cz/).

**2.4. Purchase of an Experience**

2.4.1. Experiences offered by PPAS can be found in the E-Shop section named "Experiences and events" and bought by selecting one of the offered options of Experiences clicking the button "Select date" and choosing a date, time and, if offered, a language in which the Experience is offered. Next, the Customer needs to select the number of participants of the visitor tour (full entry price / entry based on a card) and add the selected Experience to the shopping cart.

2.4.2. After the Customer adds an E-Ticket to the shopping cart, the purchase of Gift Items related to the theme of the tour will be offered to the Customer, and, where possible, personalize these Gifts by adding a name, a personal message, a dedication, a graphic and/or other individualization that the PPAS allows.

2.4.3. The information for personalization must be entered by the Customer before submitting the order and at the same time must check its correctness, completeness and suitability. PPAS is not responsible for incorrect performance of personalization if it corresponds to the data entered by the Customer in his order.

2.4.4.PPAS is entitled to refuse an order for a personalised Gift Item if the requested personalisation violates the law and/or the rights of third parties, or contains offensive, hateful or otherwise obviously inappropriate content.

**2.5. Purchase of a Voucher**

2.5.1. Vouchers for visitor tours and/or Experiences can be found in the E-Shop section named "Gifts and Vouchers" and can be purchased by clicking on the "Add to shopping cart" button and by selecting the number of Vouchers required and clicking on "Purchase".

**2.6. Payment and delivery**

2.6.1. E-Tickets, Vouchers and/or Experiences purchased via the E-Shop will be delivered to the Customer in an electronic form, namely to the email address s/he stated in the Account (registered Customer) or to the email address stated when filling in the order form (Customers who are not registered) which needs to be filled in before the Customer is forwarded to the payment gateway to make the payment.

2.6.2. Gift Items purchased together with E-Tickets and/or Experiences are to be collected by the Customer at the ticket office of the given Establishment which organizes the visitor tour or

Experience on the day the tour or the Experience takes place within the opening hours of the Establishment. The expected date of delivery of the personalized Gift Items on the basis of the Establishment where the tour for which the Customer purchased the ticket and/or the Experience will be located will be stated in the order confirmation.

2.6.3. The E-Tickets, Vouchers, Experiences and/or Gift Items bought via the E-Shop can be paid for by credit card only. For this purpose, a registered Customer (after confirming the content of the shopping cart) and a non-registered Customer will, after filling in the order form, be forwarded to the Global Payments payment gateway to make the payment. PPAS bears no responsibility for the operation or security of this payment gateway.

2.6.4. The moment the payment for E-Tickets, Vouchers, Experiences and/or Gift Items purchased in the E-Shop is made is considered the moment the purchase contract between PPAS and the Customer has been concluded.

2.6.5. After payment through the payment gateway the Customer is sent back to the E-Shop where s/he can open the purchased E-Tickets, Vouchers and/or Experiences in PDF format or even download them for printing.

2.6.6. E-tickets, Vouchers and/or confirmation of the purchase of Experiences will be sent by PPAS to the Customer's email address stated in the Account (registered Customers) or the email address stated in the order form (non-registered Customers), potentially together with confirmation of the purchase of Gift Items after the payment is processed. An electronic receipt within the meaning of Act No. 112/2016 Sb. on the Registration of Sales . as later amended is also part of the email sent to the Customer.

**3. Purchasing E-Tickets offered by PPAS on the website of company Bookingkit GmbH, Sonnenallee 223, 12059 Berlin**

**3.1. General information**

3.1.1. PPAS also enables the purchase of E-Tickets via the website, which is run by the bookingkit GmbH company for PPAS.

3.1.2. By purchasing an E-Ticket via the above-mentioned website, a purchase contract is concluded exclusively between the Customer as the purchasing party and PPAS as the selling party. The operator of the aforementioned website is not a contractual party of the purchase contract. As a contractor of PPAS, the website operator enables PPAS to sell tickets for visitor tours.

**3.2. Purchasing E-Tickets on the website of company Bookingkit GmbH**

3.2.1. E-Tickets for visitor tours can be bought by selecting the desired tour in the E-Shop Tours section - by clicking the button "Select a date" and by selecting a date, time and, if offered, also by selecting a language in which the tour will be held. Next, the Customer needs to select the number of participants of the tour and put the selected E-Tickets in the shopping cart.

3.2.2. When Customers purchase an E-Ticket via the website of company Bookingkit GmbH, PPAS does not enable the Customer to apply any type of discount. E-Tickets are purchased at their full price.

3.2.3. The price of E-Tickets is paid by the Customer by payment card. For these purposes, the Customer is forwarded to the payment gateway of the STRIPE company. PPAS bears no responsibility for the operation or security of this payment gateway.

3.2.4. As soon as the payment is processed, a purchase contract is concluded between PPAS and the Customer.

3.2.5. After payment via the payment gateway the Customer is sent back to the website of company Bookingkit GmbH where s/he can open the purchased E-Tickets in PDF format and/or download them for printing.

3.2.6. After the payment is made, PPAS will also send the purchased E-Tickets to the e-mail address entered in the form by the Customer An electronic receipt within the meaning of Act No. 112/2016 Sb. on the Registration of Sales, as later amended, is also part of the email sent to the Customer.

**4. Using E-Tickets, redeeming vouchers and/or Experiences**

**4.1. General rules**

4.1.1. Each person planning to participate in one of the visitor tours and/or in an Experience is obliged to familiarize themselves with the list of the Visit Rules available in the particular Establishment.

4.1.2. By participating in the visit tour and/or an Experience, each person agrees to comply with the Visit Rules and undertakes to obey them throughout the time the tour and/or the Experience takes place. If not otherwise stated in these Terms and Conditions, should the part of these Terms and Conditions defining terms for the purchase of Standard Tickets be in conflict with the Visit Rules, the provisions of these Terms and Conditions shall prevail.

4.1.3. E-Tickets and confirmation documents related to the purchase of an Experience and/or Voucher(s) are protected against modifications and forgery. Any modification of such documents makes them invalid and may be a grounds for civil or criminal liability.

4.1.4. The provisions of this article on using E-tickets also apply to electronic tickets for tours which were sold by one of PPAS's contractual partners with the agreement of PPAS.

**4.2. Using E-Tickets**

4.2.1. A purchased E-Ticket (as well as the Standard Ticket) entitles the Customer to participation in the visitor tour taking place on a specific day, time and in the specific language as ordered, with the exception of Brewery Museum E-Tickets (or Standard Tickets) which entitles the Customer to enter the museum at any time within the opening hours on the given day.

4.2.2. A person using an E-Ticket to enter a visitor tour is obliged to produce this E-Ticket when requested, in its printed form or in the electronic form via a mobile device.

4.2.3. When using a Voucher for a visitor tour purchased via the Plzeňský Prazdroj E-Shop (https://eshop.prazdroj.cz/), the person producing an E-Ticket paid with such Voucher, is obliged to also produce this Voucher to be able to enter the tour.

4.2.4. Each person taking the tour is obliged to have a valid E-Ticket (or Standard Ticket) on their person and to produce it when requested. If a Customer loses the E-Ticket (or a Standard

Ticket) anywhere in the paid part of the visitor tour path, this particular participant of the tour may be asked to leave the visitor tour without any refund.

**4.3. Redeeming Experiences**

4.3.1. The confirmation of a purchase of an Experience sent to the Customers email entitles the Customer or the person who produces this confirmation to participate in the Experience. Confirmations may be produced in printed form and/or in electronic form on a mobile device.

4.3.2. If more detailed instructions for using the Experience are necessary, these will be stated in the confirmation of its purchase.

**4.4. Redeeming a voucher**

4.4.1. A purchased Voucher entitles the person who produces it to participate in a tour and/or Experience on a date which must be agreed beforehand according to the instructions on the given voucher.

**4.5. E-Tickets, Experiences and/or Vouchers purchased through contractual partners of PPAS**

4.5.1. If PPAS so enables, E-Tickets, Experiences and/or Vouchers can be bought through contractual partners of PPAS. In these cases, the purchase of E-Tickets, Experiences and/or Vouchers is governed by the terms and conditions of the respective contractual partner. These Terms and Conditions apply to E-Tickets, Experiences and/or Vouchers purchased through contractual partners of PPAS to the possible extent, especially the part related to their use.

**5. Tours and Experiences for large groups**

5.1.1. To book the whole tour capacity on one of our tours or an Experience or to book a tour or Experience for a bigger group, it is necessary to contact the relevant Establishment which offers the given tour or Experience - by phone, by sending an email or by filling in the on-line form using the following contact details:

(i) **Tours of the Pilsen Breweries:**

- By phone: +420 377 062 888
- Via e-mail: reservations@asahibeer.cz
- By filling in the form at www.prazdrojvisit.cz

(ii) **Tours of the Velké Popovice Brewery:**

- On the phone: +420 323 683 425
- Via e-mail: exkurze@kozel.cz
- By filling in the form at www.kozel.cz

(iii) **Tours of the Nošovice Brewery:**

- On the phone: +420 558 602 566
- Via e-mail: exkurze@radegast.cz
- By filling in the form at: www.radegast.cz.

5.1.2. The minimum number of participants in a group visitor tour or Experiences organized by the Pilsen Establishment is 15 persons and by the Establishments in Velké Popovice and Nošovice is 10 people if not stated otherwise on the web pages specified in art. 1.1.1 above.

5.1.3. Reservation of a tour and/or an Experience must be made in advance, at least 24 hours prior to the tour and at least 3 working days prior to the day the Experience is organized on.

5.1.4. If there are free places for the requested visitor tour at the requested time or for the requested Experience, PPAS will confirm the reservation via email including details of the particular tour (date, time, name, language the tour will be given in) or Experience, the number of people this tour or Experience is booked for, information about potential discounts and details about the payment options of payment methods at the ticket office in the Establishment organizing this particular tour and/or Experience.

5.1.5. Should there not be enough capacity on the requested visitor tour or Experience, PPAS will contact the Customer by phone and/or via email and offer the tour and/or Experience on the next earliest possible date and time. In case the Customer and PPAS agree on a suitable date and time, this will be confirmed to the other party via email.

5.1.6. Customers can cancel group visitor tour reservations and group Experience reservations when at least 48 hours in advance,

5.1.7. If the group for whom a tour or an Experience was reserved are late and do not turn up on time for the start of the reserved tour and/or Experience, the Customer is obliged to inform PPAS in advance. Otherwise PPAS cannot guarantee the tour can be organized and the entitlement to be given the tour expires.

5.1.8. Organizing visitor tours outside usual opening hours of the Establishments is only possible based on prior arrangement and for an extra fee defined in the current price list available in the Establishments and/or on the website mentioned in art. 1.1.1 above.

5.1.9. The number of persons specified in the reservation of the visitor tour and/or Experience is binding. A change in the number of participants in a previously confirmed reservation for 15 (in the case of the Pilsen Establishment), or 10 (in the case of the Velké Popovice and Nošovice Establishments) or more people (up to the group limit) must be reported to PPAS via the contacts stated in art. 5.1.1 above not later than 48 hours prior to the start of the tour and/or the Experience. If possible, PPAS will confirm the receipt of the notification to the Customer via email. Otherwise, PPAS cannot guarantee it will accommodate the whole group, in other words, PPAS is not obliged to accommodate the request for a change in the number of participants. In such cases, the original reservation specifics are valid.

5.1.10. In case the Customer does not use the whole capacity of a reserved tour and/or Experience, PPAS has the right to replenish the capacity by offering participation to other Customers.

## 6. RIGHT TO WITHDRAWAL, GUARANTEE AND RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

### 6.1. Consumers' right to withdraw from the purchase contract

6.1.1. The provisions defined in this art. 6.1 relate solely to Customers who are consumers within the meaning of the Civil Code.

6.1.2. Customers are entitled to withdraw from the Gift Item(s) purchase contract and Voucher(s) purchase contract without giving a reason within a 14-day period after delivery (i.e. after receipt in one of the Establishments in case of Gift Items, or after delivery of the given Voucher(s) to the Customer's mailbox the address of which had been stated in the Customer's Account (registered Customers) or in the form for orders (Customers who are not registered). The right to withdraw from the purchase contract for the purchase of Gift Items does not apply to those Gift Items that have been modified by the Customers at the request of the Customers.

6.1.3. Customers can withdraw from the purchase contract by sending a notice of withdrawal from the contract to PPAS via email to reservations@asahibeer.cz or by sending a written announcement to PPAS to the address: Plzeňský Prazdroj a.s., Návštěvnické centrum, U Prazdroje 64/7, 301 00 Plzeň.

6.1.4. The following can serve as a notice of withdrawal from the contract:

· A sample withdrawal form as defined by the government regulation No. 363/2013 Sb;

· A sample PPAS withdrawal form which is available HERE: and/or

· A simple announcement of a withdrawal from the contract including at least:

o Identification data of the Customer;

o Number of the order;

o Specification of the Gift Item(s) or Voucher(s) the withdrawal from the purchase contract concerns;

o Date of purchase;

o Number of account to which payment of the purchase should be refunded.

6.1.5. A notice of a withdrawal from the contract must be sent by the Customer to PPAS not later than on the last day of the 14-day withdrawal period.

6.1.6. PPAS shall confirm receipt of the notice of the withdrawal to the Customer in writing.

6.1.7. A purchase contract is terminated as of its commencement on the day of delivery of the withdrawal notice if delivered within the legal deadline and the parties to the contract are obliged to return anything they have provided each other based on the contract.

6.1.8. The Customer is obliged to return to PPAS the Gift Items and/or Vouchers related to the withdrawal from the contract no later than within 14 days of the notification of the withdrawal, the delivery costs being covered by the Customer, to the Establishments specified in. 1.1.4. The Gift items shall be undamaged and with no signs of use or wear, and shall be in their original packaging.

6.1.9. PPAS is in such cases obliged to refund the whole purchase price including potential delivery costs within 14 days of withdrawal notification. Should the Customer opt for another delivery method than the cheapest one offered by PPAS, PPAS will return the delivery costs to the Customer in the amount corresponding to the cheapest delivery method.

6.1.10. PPAS is not obliged to return the money received from the Customer before PPAS receives the Gift Items and/or Vouchers relevant to the withdrawal from the contract or before the Customer proves that s/he has sent them back, whichever arises sooner.

6.1.11. The Customer may not, in accordance with the provisions of Section 1837 (j) and (d) of the Civil Code. j) and d) of the Civil Code, withdraw from the purchase contract for an E-ticket, and/or an Experience and/or Gift Items that have been modified (personalized) at the Customer's request.

**6.2. PPAS' right to withdraw from the purchase contract of Gift Items**

6.2.1. PPAS shall withdraw from the purchase contract for Gift Items if the Customer fails to collect them within 14 days from the date on which they were prepared for the Customer, i.e. from the day on which the tour for which the Customer purchased an E-ticket and/or an Experience together with the Gift Items took place. Unless PPAS decides otherwise in a specific case, this provision does not apply to Gift Items that have been modified (personalized) at the Customer's request.

6.2.2. PPAS is also entitled to withdraw from the purchase contract for Gift Items that are to be personalized at the Customer's request, if the requested personalization violates the law and/or the rights of third parties, or contains offensive, hateful or otherwise obviously inappropriate content.

6.2.3. PPAS will send the notification of withdrawal from the contract to the Customer's email address (registered Customer) or the email address stated in the order form and, at the same time, PPAS will return the amount paid as the price for the Gift Items to the Customer.

**6.3. Termination of the contract based on reasons on the side of PPAS**

6.3.1. In case PPA, based on technical or organizational difficulties, is not able to effect tours for which the Customer had bought a Standard Ticket or an E-Ticket or PPAS is unable to organize an Experience, the purchase contract will be terminated based on impracticability on the side of PPAS.

6.3.2. PPAS shall inform Customers about this fact and return the money paid. In case of Standard Tickets, PPAS will refund the price at the ticket office of the given Establishment or by transferring the amount to the Customer's bank account the the E-Ticket and/or the Experience was paid from.

6.3.3. Should the Customer prefer the option of being given a Standard Ticket, an E-ticket or an Experience taking place on a different day instead of a refund, s/he must contact PPAS via one of the contacts stated in art. 5.1.1 above.

**6.4. Guarantee and rights arising from defective performance**

6.4.1. The rights and obligations of the contracting parties regarding the rights to defective performance are governed by the relevant generally binding legal regulations (especially paragraphs 1914-1925, paragraphs 2099-2117 and 161-2174 of the Civil Code). Rights under a warranty and/or defective performance must be exercised by the Customer at one of the Establishments (viz čl. 1.1.4).

6.4.2. PPAS provides a Customer who is a consumer with a guarantee of 24 months if not otherwise stated in the warranty card or on the packaging material. The guarantee period stated in the receipt prevails over the warranty card guarantee period and the warranty card guarantee period prevails over the guarantee period stated on the packaging.

6.4.3. If not otherwise stated in the E-Shop or on documents accompanying purchased Gift Items, PPAS does not provide Customers who are not consumers with any guarantee. Such customers are entitled to rights within the meaning of the Civil Code.

6.4.4. The guarantee period starts on the day the Gift Items are handed over to the Customer. In case defects are immediately pointed out, the guarantee period is prolonged by the amount of time the Gift Items need to be repaired. In the event of an exchange of Gift Items or their parts the guarantee period of the exchanged Gift Item or its part starts again in its full length.

6.4.5. The guarantee does not apply to items with signs of tear caused by use.

6.4.6. Defects which occur during the guarantee period will be claimed by the Customer from PPAS. PPAS shall deal with the claim without delay within 30 days after it was claimed if not otherwise agreed with the Customer. If the claim is not dealt with within this period, the defect shall be considered irremovable.

6.4.7. The period for dealing with the claim shall be interrupted in case PPAS does not receive all the necessary parts connected with Gift Items from the Customer (potentially including documents) which there was a complaint about. PPAS shall request all necessary parts and documentation from the Customer in the shortest possible time. The period for dealing with the claim shall be interrupted by the tome the Customer provides PPAS with all items, parts and documents necessary for dealing with the claim.

6.4.8. The Customer is not entitled to rights related to the guarantee if the damage to the goods was caused by an external event after the risk of damage to the goods was transferred to the Customer.

6.4.9. PPAS may deliver missing goods or rectify errors of law, unless and by the time the Customer exercises her/his right to a price reduction or withdrawal from the contract. PPAS can correct other faults as it decides by repairing of an item or by supplying a new Gift Item; the option must not result in disproportionate additional costs for the Customer. If PPAS does not correct a flaw timely or refuses to correct a flaw, the Customer can request a reduction in the price or s/he has the right to withdraw from the contract. The Customer is not entitled to change the options (regarding the above mentioned procedures) without consent from PPAS. Until the fault is corrected, the Customer is not obliged to pay the part of the price proportionate to his right to a price reduction.

6.4.10. When a new Gift Item is delivered to the Customer, the Customer returns the originally delivered Gift Item, in which case PPAS covers the delivery costs.

6.4.11. If the Customer exercises her/his right related to defective performance, PPAS will confirm in writing when this right was exercised. If a repair is organized, PPAS will confirm this in writing as well as its completion and its duration.

6.4.12. The Customer is obliged to check the Gift Items immediately upon delivery and inform PPAS about any potential faults found.

6.4.13. Shall the Customer find any discrepancies between what is stated in the purchase agreement, delivery note and the actual gift Items, such as incorrect amount or type and/or shall the gift Items be delivered with the wrong or no delivery note, the Customer is obliged, no later than within 3 days after the delivery, to notify PPAS in writing (the Customer shall proceed in the

same way if s/he finds other reasons for which the delivery does not comply with the purchase contract within the meaning of paragraph 2161 of the Civil Code).

6.4.14. The Customer shall deliver a claim, in which case the delivery cost is covered by PPAS or the Customer shall deliver the claim to the certified provider stated in the warranty card. The Customer describes the given faults and how they show in as much detail as possible, provides the invoice or the receipt (the bill) and states her/his contact details in the following scope: telephone number and email address.

6.4.15. The Customer is not entitled to exercise a claim if:

· Protective seals or stickers are broken, in cases of unprofessional installation or use other than as shown in the instructions for use or usual procedures; and/or

· in cases of use under conditions other than those stated in the instructions and documentation, handbook or in cases other than usual use; and/or

· in cases of damage by overuse or overloading, that is loading and use that differs from what is stated in the instructions for use or handbook if delivered.

6.4.16. The Customer is not entitled to exercise the claim of defective performance on case the Customer new before taking the Gift Items over that they are faulty or if the Customer caused the fault or damage herself/himself.

6.4.17. If a complaint is not legitimate, the claim shall be denied, the Gift Items returned to the Customer in which case the Customer covers the delivery costs, or a repair may be organized if an agreement between the Customer and PPAS is reached in which case and if the Customer commits to paying the cost of the repair.

## 7. PERSONAL DATA PROTECTION

### 7.1. General information

7.1.1. This article 7 applies solely to Customers who are a natural persons.

7.1.2. Any information about an identifiable or non-identifiable person is considered personal data according to paragraph 1, Art. 4 of the GDPR.

7.1.3. PPAS will process personal data on its own or with the help of contractual partners with whom PPAS will conclude an agreement about personal data processing in line with article 28 GDPR, especially contractual partners providing delivery services and partners through which PPAS will sell E-Tickets on their websites (e.g. the website of company Bookingkit GmbH).

7.1.4. The Customer takes note that s/he is obliged to state his/her valid personal data correctly and truthfully and undertakes to inform PPAS about changes in personal data without delay. By sending/submitting an order the Customer confirms that the personal data stated are exact and that s/he had been informed that providing her/his personal data was voluntary.

7.1.5. Customers can update their personal data within their Account (registered Customers). If an update of the personal data is necessary or a deletion of the data is required, the Customer can request it by sending an email to registrace@asahibeer.cz.

7.1.6. Customers can find more detailed information about personal data processing by PPAS, including related rights, in the document entitled „Privacy policy“ and when making a purchase in the E-Shop also in the document entitled: „Terms and Conditions of Using this

Website (Všeobecné podmínky používání těchto internetových stránek)". Customers are obliged to familiarize themselves with these conditions prior to submitting an order.

7.1.7. For the purposes of exercising their rights related to personal data processing the Customer can contact PPAS in writing to the following address: Plzeňský Prazdroj, a.s., Legal Department, Myslbek, Ovocný trh 8, 110 00 Praha 1 or by contacting the personal data protection PPAS contact person via email atpersonaldataprotection@eu.asahibeer.com or registrace@asahibeer.cz.

**7.2. Personal data processing for the purposes of concluding and performing a purchase contract**

7.2.1. PPAS will, with relation to the conclusion and effecting the purchase contracts for E-Tickets, Vouchers, Experiences and/or Gift Items, process Customers' personal data in the scope of contact data (name, surname, email address and phone number, payment method, and potentially the number of visitors to take a tour, address) or data provided by the Customer for the purpose of personalization of the Gift Item, whereby the Customer is responsible for the accuracy of the data provided in this way, as well as for the fact that the provided data do not violate legal regulations and/or the rights of third parties.

7.2.2. This personal data processing will be done by PPAS for the purposes of the conclusion and effecting of the purchase contract of which the Customer is a party and becomes subject to data. This personal data processing is thus governed by art. 6, paragraph 1, section b) GDPR and it is a case of personal data processing not bound by the Customer's consent as a consent of the subject of the data.

7.2.3. Providing personal data for processing for this purpose is voluntary, yet necessary because without it PPAS would not be able to conclude a contract with the Customer.

7.2.4. PPAS will be processing this personal data only for the period of time necessary to fulfil the purposes mentioned.

7.2.5. Personal data processing related to the payment of the purchase price (e.g. Via a payment gateway) is not effected by PPAS but with providers of th given tools used during the payment process. PPAS hsas no access to this data.

**7.3. Personal data processing based on consent**

7.3.1. PPAS will further process personal data of Customers for the following purposes:

- For registration and creation of an Account in the E-Shop; and/or
- For sending commercial communication.

7.3.2. PPAS will process, for these purposes, especially the identification and contact details of the Customer (name, surname, email address, phone number) and details regarding the history of purchases via E-Shop (in case of registered Customers).

7.3.3. Providing personal data for these purposes is optional and is based on the Customer's consent which can be taken back at any time in the future. The above mentioned data processing thus complies with art. 6, paragraph 1, section a) GDPR.

7.3.4. PPAS will process personal data until the consent is taken back by the Customer.

7.3.5. Customers can take back the consent in the settings of their Account and by sending a cancellation of the consent to registrace@asahibeer.cz, or by clicking the relevant link which is part of each commercial communication sent.

7.3.6. In case the Customer notifies PPAS via the form s/he is interested in being part of a motivational programme related to visitor tours organized by PPAS, the Customer will be informed by PPAS about this programme in more detail subsequently. For this purpose, PPAS will use the Customer's data (name, surname, title, e-mail address, phone number, address) for commercial communication. The Customer has the right to take back the consent any time in the future via email to registrace@asahibeer.cz.

**7.4. Personal data processing based on legitimate interest**

7.4.1. PPAS can take photos and/or make videos during tours and experiences for marketing purposes. Participants of the particular tour and Experience will be notified in advance if PPAS is planning to take photos and/or make videos and the participants will be able to avoid being pictures of made videos of during the tour or Experience.

7.4.2. By having their picture taken or by being on the video made the participants of a tour or Experience grant PPAS consent within the meaning of the Civil Code with being captured (appearance and personal portrayal) free of charge for future use for marketing purposes.

7.4.3. Participants of the given tour or Experience take note that their personal data in the form of personal portrayal will be processed by PPAS as a data controller within the meaning of GDPR for the purposes of pursuing its legitimate interest being marketing, promotion and informing the public about activities of PPAS via media. This data processing is governed by art. 6, paragraph 1, section f) of GDPR, which means processing without consent.

7.4.4. PPAS shall process this data for the above mentioned purposed for a maximum period of three years since their acquisition. After this period passes, PPAS shall delete this personal data, with the exception of data which have already been distributed or prepared for distribution among the public.

**8. INFORMATION FOR CUSTOMERS WHO ARE CONSUMERS**

**8.1. General information**

8.1.1. Rights defined by this article are granted solely to Customers who are consumers within the meaning of the Civil Code.

8.1.2. PPAS is entitled to carry out visitor tours and to sell Gift Items based on a trade licence.

8.1.3. Checking of compliance with the regulations is carried out by the relevant trade office within its scope.

8.1.4. Control of compliance with regulations related to the protection of consumers is carried out by Česká obchodní inspekce (European Consumer Centre Czech Republic) within its scope. (www.coi.cz).

**8.2. Information on out-of-court settlements of disputes**

8.2.1. Česká obchodní inspekce (European Consumer Centre Czech Republic) deals with out-of-court consumer disputes over contracts concluded based on these Terms and Conditions.

8.2.2. In case of a dispute, the Customer is entitled to file a proposal for an out-of-court settlement for the purposes of reaching an agreement with PPAS. .

8.2.3. Providing such proposal and subsequent presence at the out-of-court settlement solution is free of charge for the Customer and any potential costs incurred based on the out-of-court solution of the dispute shall be covered by each of the parties itself.

8.2.4. An out-of-court settlement proposal may be provided within 1 year after the day the Customer has exercised her/his right which is subject of the dispute for the first time.

8.2.5. The delivery of the proposal (with a defined content) to Česká obchodní inspekce (European Consumer Centre Czech Republic) means the commencement of the out-of-court settlement solution.

## 9. INFORMATION ON ACCESSIBLITY (ACCESSIBILITY ACT)

9.1 In accordance with the requirements of Act No. 424/2023 Coll., on Accessibility Requirements for Certain Products and Services, as amended, in this article we provide you with information on how our E-shop meets the accessibility requirements set out in this act and also information describing how our E-shop works, including explanations necessary to understand its functioning.

### 9.2 Meeting accessibility requirements

9.2.1 When designing and creating this E-shop, we have proceeded in accordance with the standards set by the WCAG 2.1 standard (Web Content Accessibility Guidelines version 2.1) to ensure its accessibility, as well as the accessibility of the information contained in it, to people with disabilities.

9.2.2 The colour combinations of the background and text, as well as the depiction of the offered Goods and/or Services, have been chosen to provide a high degree of contrast and thus legibility.

9.2.3 The images of the Goods in the E-shop are accompanied by accompanying texts describing them, including the colour combinations offered.

9.2.4 Our E-shop has been designed so that the texts contained in it can be read aloud using the usual tools.

### 9.3 Description of the E-shop

9.3.1 Our E-shop is an e-commerce service within which you can enter into a purchase contract with us, i.e. PPCZ, for the Goods and Services that we offer on our E-shop.

9.3.2 You will put the Goods and/or Services you want to purchase on our E-shop in your basket and by sending your basket and filling in the required information, you will make a binding order with our company with the obligation to pay for the ordered Goods and/or Services.

9.3.3 The purchase contract is concluded at the moment when we deliver you a confirmation of your order.

9.3.4 Further, detailed description of how our E-shop works can be found in Art. 2 of these Terms and Conditions.

### 9.4 Availability of information in audio form

9.4.1 Information on how our E-shop meets the accessibility conditions (Art. 9.2 of these Terms and Conditions), as well as a general description of the functioning of our E-shop (Art. 9.3 of these Terms and Conditions) you can also request in form of an audio message from our company

by e-mail sent to the e-mail address reservations@asahibeer.cz , or by phone at +420 377 062 888.

**10. FINAL PROVISIONS**

10.1.1. These Terms and Conditions relate to all contractual relationships between PPAS and Customers based on the purchase of an E-Ticket, Voucher, Experience and/or Gift Item(s).

10.1.2. These Terms and Conditions and the contractual relationship between PPAS and the Customer based on the purchase of an E-Ticket, a Voucher, an Experience and/or Gift Item(s) shall be governed by the applicable law of the Czech Republic, especially by the Civil Code.

10.1.3. PPAS reserves the right to update these Terms and Conditions. The updated wording of the Terms and Conditions takes effect as of the moment it is made public on the E-Shop, the websites stated in art.1.1.1, or on the websites on which the Customers purchased the E-Tickets.

10.1.4. The Parties undertake to deal with any disputes that arise between them preferably by pursuing an amicable settlement.

10.1.5. A Customer, who is not a consumer, and PPAS have agreed in compliance with the regulation § 89a of Law No. 99/1963 Sb., Civil Procedure Code as later amended that in case of a dispute which will not result in an amicable settlement, such dispute shall be dealt with by the regional court according to PPAS' registered office.

10.1.6. The Customer can conclude a purchase contract with PPAS in Czech, German and English. For this purpose, these Terms and Conditions are also available to him in Czech, German and English. PPAS will archive the concluded purchase agreement without the possibility of access by third parties and will allow the Customer access to the archived purchase agreement at his request, but no longer than 6 months after the conclusion of the purchase agreement. Until the final order, the Customer can correct errors in the entered data or in the type and quantity of the ordered Gift Goods or Vouchers.

10.1.7. In case of any complaint regarding the ordering or complaint process, you can contact PPAS via the contact details provided in the PPAS E-shop, or through its information line, whose contact is available on the website www.prazdroj.cz. Due to the nature of the Gift items sold, no after-sales service is provided. In addition to the warranty, the customer also has rights from defective performance according to the Civil Code, which are described in these Terms and Conditions, free of charge. The invoice delivered to the Customer represents the warranty certificate.

10.1.8. These Terms and conditions regulate the relationships between PPAS and the Customer from 29.10.2026

Plzeň, 29/10/2026