

TERMS AND CONDITIONS

Company

IVVA Veteran Volleayball z.s.

Reg. Number. 04042123

with its registered seat at Nádražní 879/27, Moravská Ostrava, 702 00 Ostrava, Czech Republic

Incorporated in the business register maintained by the Regional court in Ostrava under file no. C 92695

(Hereinafter referred to as "**IVVA**")

Seller's establishment: Nádražní 879/27, Moravská Ostrava, 702 00 Ostrava

Contact details: e-mail: info@ivva.eu, tel: +420725992211

1. BASIC PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as "**T&C**") serve the purpose of arranging accommodation for the participants of the World Veterans Volleyball Championships (hereinafter referred to as "**Tournament**") organised by IVVA. These T&C govern the mutual rights and obligations arising between IVVA and the Tournament Participant when arranging short-term accommodation through the website <https://www.ivva.eu/> (hereinafter referred to as the "**Website**").
- 1.2. IVVA declares that as the Tournament organizer it only arranges short-term accommodation for the Participants and for this purpose concludes a contract with the Participant for the provision of short-term accommodation (hereinafter referred to as the "**Brokerage Agreement**") for the duration of the Tournament.
- 1.3. Legal relations arising from these Terms and Conditions and the concluded Brokerage Agreement shall be governed by the law of the Czech Republic and any disputes arising from these agreements shall be resolved by the competent courts in the Czech Republic.
- 1.4. IVVA declares that it is not a travel agency and is therefore not a tour operator within the meaning of Section 2521 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**").
- 1.5. For the purposes of these T&C, a Tournament Participant means an individual or a team formed by an individual participating in the Tournament ("**Participant**"). Such Participant registers either for himself or for the entire team and enters into a Brokerage Agreement with IVVA.

- 1.6. The provisions of the T&C are an integral part of the Brokerage Agreement any deviating provisions in the Brokerage Agreement shall prevail over the provisions of these T&C.
- 1.7. These T&C and the Brokerage Agreement are concluded in English.

2. REGISTRATION

- 2.1. In order to participate in the Tournament, the Participant is required to register using the form located on this page: <https://www.ivva.eu/ivva-indoor-volleyball-tournament/accommodation-indoor/> (hereinafter referred to as "**Registration**").
- 2.2. There is a fee of 90 EUR per person to register for the Tournament (the "**Registration Fee**").
- 2.3. Registrations can be made until 15 September 2023. Later reservations will be disregarded and any payments received by IVVA after this date will be refunded to the bank account from which they were sent.
- 2.4. A Participant may register for the entire team or for himself/herself. Depending on who the Participant is registering for, the Participant will select the type of reservation:
 - a. team booking;
 - b. personal reservations.
- 2.5. In the Registration, the Participant shall provide the following information:
 - a. Team name;
 - b. Name and surname of the Participant;
 - c. Contact details (phone number, e-mail);
 - d. Arrival date;
 - e. Departure date;
 - f. Total number of participants, with the Participant indicating separately the number of adults (players and non-players) and children.
- 2.6. The Participant is obliged to provide correct and truthful information in the Registration. The information provided by the Participant when registering for the Tournament, booking short-term accommodation and in any communication is considered correct by IVVA. In the event of a change of such information, the Participant is obliged to immediately inform the IVVA contact person at info@ivva.eu.
- 2.7. In the second step, the Participant chooses whether:
 - a. arrange your own transport, or
 - b. wants to arrange a private bus service from the airport to the hotel and back (charge of EUR 30 EUR per person).

If IVVA is interested in arranging the accommodation, it will also select a specific hotel (hereinafter referred to as the "**Accommodation Provider**") in this step.

- 2.8. In the last step, the Participant selects the number of participants and the type of rooms to be booked (see section 4.3. of these T&C), and then fills in the details of the payment card (card number, card validity in MM/RR format, the country in which the card was issued and the postcode for payment via the payment gateway.
- 2.9. Prior to registration, the Participant is obliged to tick the check-box, thereby declaring that he/she has read these Terms and Conditions and agrees to their wording. Furthermore, the Participant is informed that his/her IP address will be stored in the IVVA database.
- 2.10. By clicking on the "Book and Pay" button, the Participant makes a binding reservation for the Tournament. He will be redirected to the payment gateway where he will fill in the required credit card details and make the payment. The Participant is obliged to make the payment immediately after submitting the registration form and completing the Registration. Payment will include:
 - a. Registration fee of 90 EUR per person;
 - b. in the case of an accommodation order, also the price for accommodation according to the Accommodation Order (including the included commission) (hereinafter referred to as the "**Accommodation Price**");
 - c. if booked, a private bus transfer from the airport to the hotel and back at a rate of EUR 30 per person ("**Transport Price**").
- 2.11. Where these T&C refer to the Total Price, this refers to the Registration Fee together with the Accommodation Price and the Transport Price (the "**Total Price**").
- 2.12. The Participant can arrange his/her own accommodation at his/her own expense and responsibility, or he/she can ask IVVA to arrange accommodation for him/her. For this purpose, the Participant shall enter into a Brokerage Agreement with IVVA, the content of which is specified in more detail in Article 3 of these T&C.
- 2.13. IVVA will issue a voucher, i.e. a voucher within the meaning of § 1939 et seq. Civil Code, which will entitle the Participant to select from the Accommodation Provider - the short-term accommodation service, where the voucher at the same time, on the basis of a previous agreement between IVVA and the Accommodation Provider, obliges the Accommodation Provider to perform the short-term accommodation service for the benefit of the Participant as a person remitted by IVVA.
- 2.14. IVVA declares that it only arranges the transport according to point 2.10. c. of the T&C and is therefore only the payment point for the Transport Price. Transport is provided by a third party licensed at the Tournament venue. The Transport Price will be subsequently settled with the transportation provider after the transport has taken place.

3. BROKERAGE AGREEMENT

- 3.1. Any presentation of short-term accommodation placed on the Website or in any advertisement, catalogue or presentation of IVVA short-term accommodation is only for information purposes and IVVA is not obliged to enter into a Brokerage Agreement in respect of that particular short-term accommodation. Section 1732/2 of the Civil Code shall not apply.
- 3.2. If the Participant is interested in arranging short-term accommodation, the Participant shall fill in the accommodation order form included in the Registration (hereinafter referred to as the "**Accommodation Order**"). The Accommodation Order contains in particular information on:
 - a. the ordered object (Accommodation Provider);
 - b. the number of persons accommodated;
 - c. the length of short-term accommodation (number of nights);
 - d. the price of the short-term accommodation (Accommodation Price).
- 3.3. Prior to sending the Accommodation Order, the Participant may check and change the data entered in the Accommodation Order. The Participant submits the Accommodation Order to IVVA by clicking on the "Book and Pay" button. The information provided in the Order is deemed correct by IVVA. Immediately upon receipt of the Order, IVVA will confirm its receipt to the Participant by e-mail to the e-mail address provided by the Participant in the Accommodation Order or Registration. At this point, the Mediation Contract is concluded.
- 3.4. The information provided in the Registration is also provided by IVVA to the Accommodation Provider for the purpose of processing an order for short-term accommodation, to which the Participant expressly agrees.
- 3.5. With regard to the use of the web interface for the execution of the Registration and the submission of the Accommodation Order, the Participant agrees to the use of remote means of communication when concluding the Brokerage Agreement. The costs incurred by the Participant in using remote means of communication in connection with the conclusion of the Brokerage Agreement (internet connection costs, telephone call costs) shall be borne by the Participant.
- 3.6. The Participant hereby acknowledges that if he/she makes a Registration and Accommodation Order for more than one person, but his/her person is listed as the contact person, he/she is obliged to ensure the performance of the Brokerage Agreement and the Accommodation Agreement by all persons (in particular the payment of the Total Price and subsequent attendance at the Tournament) that he/she has included in his/her Registration and the Brokerage Agreement is concluded with his/her person. The Participant, as a party to the Brokerage Agreement, is responsible for any breach of the obligations set out in the Brokerage Agreement, including payment of the Total Price.

3.7. IVVA hereby declares that the accommodation provided visually corresponds to the photographs published on the Website. However, IVVA is not responsible for the quality of the services provided and the overall quality of the hotel, this responsibility is entirely with the Accommodation Provider.

4. ACCOMMODATION PRICE, COMMISSION

4.1. IVVA is entitled to a commission for arranging the accommodation at the moment of concluding the Accommodation Contract. The commission is fully included in the Accommodation Price and is fully paid by the Accommodation Provider in the final settlement between IVVA and the Accommodation Provider after the Tournament. The Participant shall pay the Accommodation Price immediately after registration through the payment gateway as per clause 2.10 of the T&C. Subsequently, IVVA will confirm that it has received the payment and issue a tax document - invoice to the Participant within five (5) days of receipt of payment.

4.2. The Accommodation Price, from which IVVA deducts the commission, is sent by bank transfer to the Accommodation Provider. By sending the payment for accommodation to IVVA, the Accommodation Price is paid. IVVA is obliged to inform the Participant about this without delay to the e-mail address provided by the Participant in the Registration or in the Accommodation Order.

4.3. IVVA will always issue a confirmation to the Participant in respect of payments made under the Brokerage Agreement.

Prices for individual rooms are as follows (prices are in EUR):

AIRPORT TRANSFERS INC All inclusive in Hotel	DB SINGLE USE	TWIN/DOUBLE	TRIPLE	QUADRUPLE
5 nights	625	750	750	750
6 nights	750	900	900	900
7 nights	875	1050	1050	1050
8 nights	1000	1200	1200	1200
9 nights	225	1350	1350	1350

5. WITHDRAWAL FROM THE BROKERAGE AGREEMENT

5.1. The Participant as the Consumer may withdraw from the Brokerage Agreement within fourteen (14) days in accordance with Section 1829 (1) of the Civil Code. This period shall end on the expiry of fourteen days from the date of conclusion of the Brokerage Agreement.

- 5.2. The Participant acknowledges that, pursuant to the provisions of Section 1837(a) of the Civil Code, among other things, the Brokerage Agreement cannot be withdrawn from during the 14-day period free of charge if all requirements have been met prior to the expiration of the withdrawal period and the entrepreneur provides the services within the specified period of stay. In this context, IVVA shall consider the moment of payment of the Accommodation Price to IVVA's account as the Participant's consent. In the context of a paid order, the Participant shall lose the right to withdraw from the concluded Mediation Contract within the meaning of Section 1837 a. of the Civil Code without any applicable penalties.
- 5.3. In order to comply with the withdrawal deadline of the Brokerage Agreement, the Participant must send a withdrawal statement within the withdrawal deadline as per clause 5.1 of these T&C.
- 5.4. The Participant shall send the withdrawal from the Brokerage Agreement to the e-mail address of IVVA specified in these T&C. IVVA shall promptly confirm its receipt to the Participant.
- 5.5. In the event of withdrawal from the Mediation Agreement pursuant to clause 5.2 of these T&C, the Mediation Agreement shall be terminated from the outset.
- 5.6. In the event of default by the Participant in payment of any part of the Total Price, IVVA is entitled to withdraw from the Brokerage Agreement at any time.
- 5.7. In the event of withdrawal from the Brokerage Agreement, IVVA shall return a proportional part of the funds received from the Participant, after taking into account the cancellation fee pursuant to Article 6 of the T&C, within fourteen (14) days of withdrawal from the Brokerage Agreement, in the same manner as IVVA received them from the Participant.

6. CANCELLATION AND CANCELLATION FEES

- 6.1. The Participant is obliged to make a request for cancellation of participation in the Tournament in writing electronically to the e-mail address info@ivva.eu. The prize will be sent back to the account number from which IVVA received it, after deduction of the cancellation fee according to this article.

Price for transport

- 6.2. In the event of cancellation of participation in the Tournament, IVVA will refund the Participant the entire Transport Price.

Cancellation fees Accommodation Price

- 6.3. If the Participant cancels his/her participation in the Tournament at least 90 days prior to the Tournament start date, the cancellation fee is 20 % of the Accommodation Price.

- 6.4. If the Participant cancels his/her participation in the Tournament at least 30 days prior to the Tournament start date, the cancellation fee is 50 % of the Accommodation Price.
- 6.5. In the event that the Participant fails to attend the Tournament or cancels his/her participation in the Tournament on the opening day of the Tournament, the Participant acknowledges that the Accommodation Price is entirely non-refundable, i.e. the cancellation fee is 100 % of the Accommodation Price.

Cancellation of Registration Fee

- 6.6. If the Participant cancels his/her participation in the Tournament, IVVA will refund the Participant:
- 80 % of the Registration Fee if he/she cancels his/her participation after the 30th of January;
 - 50 % of the Registration Fee if he/she cancels his/her participation after the 28th of February.
- 6.7. In the event of cancellation after the 30th of April, the Registration Fee is entirely non-refundable.

7. SHORT-TERM ACCOMMODATION, PRICE FOR SHORT-TERM ACCOMMODATION

- 7.1. Based on the Brokerage Agreement, IVVA will mediate the conclusion of a short-term accommodation contract according to the order between the Participant and the Accommodation Provider.
- 7.2. The Accommodation Price is stated in EUR and includes applicable value-added tax. The prices for individual rooms are stated in point 4.3. of these T&C.
- 7.3. The price does not include tourist tax, pet fee and other mandatory surcharges payable at the accommodation. The Participant is obliged to pay these to the Accommodation Provider in the hotel upon check-in. The Accommodation Price also does not include the cost of transport and parking, travel insurance and insurance in case of cancellation, where the subject of the mediation is exclusively a separate accommodation service without additional tourism services. This provision does not restrict IVVA's ability to conclude a brokerage agreement on individually agreed terms.
- 7.4. IVVA will send the Participant an accommodation voucher without undue delay after the payment of the Accommodation Price and will inform the Participant about the conditions of this short-term accommodation, including a description of the route to the property and the contact details of the Accommodation Provider. As the accommodation voucher is sent via e-mail, it is necessary that the Participant properly checks his/her e-mail inbox, including the spam and bulk message section.

- 7.5. The voucher as a voucher within the meaning of Section 1939 of the Civil Code entitles the Participant to use the service, short-term accommodation at the Accommodation Provider under the conditions set out in the Brokerage Agreement, according to the Accommodation Order.
- 7.6. The Accommodation order is binding for the Participant and IVVA at the moment of its sending according to point 3.3. of these T&C, i.e. together with the Registration. Subsequently, the Participant is obliged to pay the Total Price according to point 2.10 of these T&C, i.e. including the Accommodation Price.
- 7.7. After payment of the Total Price, IVVA will send the Participant a confirmation of the payment received with a tax document - invoice and a summary of the booked accommodation according to the Accommodation Order sent by the Participant. Subsequently, IVVA is obliged to book the rooms with the Accommodation Provider according to the Accommodation Order and inform the Participant about it. The Participant shall enter into an accommodation contract with the Accommodation Provider (hereinafter referred to as the "**Accommodation Contract**") when staying at the Tournament venue.
- 7.8. In the event that for capacity reasons it is not possible to accommodate the Participant with the Accommodation Provider chosen by the Participant during Registration, IVVA undertakes to provide alternative accommodation of at least comparable quality.
- 7.9. Accommodation is only allowed for the number of persons for which the Accommodation Order has been made.

8. RIGHTS FROM DEFECTIVE PERFORMANCE, FORCE MAJEURE

- 8.1. IVVA is fully responsible for the proper performance of the Brokerage Agreement, in particular that the mediated short-term accommodation corresponds to the Accommodation Order made by the Participant.
- 8.2. The rights and obligations regarding rights arising from defective performance of the Brokerage Agreement are governed by the relevant generally binding regulations, in particular the provisions of Section 2445 et seq. of the Civil Code.
- 8.3. The Participant shall be obliged to exercise the rights arising from defective performance under the Brokerage Agreement as soon as it discovers that there is a discrepancy between the state of affairs described in the Brokerage Agreement and the actual state of affairs. The Participant shall do so in writing by e-mail to IVVA info@ivva.eu. The moment when IVVA receives the claim (in writing in electronic form by e-mail) shall be deemed to be the moment of the claim.
- 8.4. IVVA has three (3) working days to process a claim.
- 8.5. Subsequently, IVVA will issue the Participant with a complaint settlement by e-mail, which will include the following:

- a. the fact that the Participant has made a claim;
 - b. the date of the claim;
 - c. the content of the claim;
 - d. the method of handling the claim requested by the Participant;
 - e. the date and method of handling the complaint by IVVA, or a written reasoned rejection of the claim.
- 8.6. The Accommodation Provider is solely responsible for defects in short-term accommodation. Rights arising from defective performance of short-term accommodation by the Accommodation Provider shall be asserted with the Accommodation Provider at the place of stay. The Participant will be informed of the specific address to claim under the voucher.
- 8.7. The Participant may enforce the rights arising from the defective performance of short-term accommodation by the Accommodation Provider directly with IVVA. The latter undertakes to send the claim to the Accommodation Provider immediately, within 24 hours at the latest. The moment when the Accommodation Provider receives the complaint is considered to be the moment when the claim is made.
- 8.8. The Accommodation Provider has three (3) working days to process a claim.
- 8.9. Subsequently, IVVA will issue the Participant with a written resolution of the claim, which will include the following:
 - a. the fact that the Participant has made a claim;
 - b. the date of the claim;
 - c. the content of the claim;
 - d. the method of handling the claim requested by the Participant;
 - e. the date and method of handling the complaint by IVVA, or a written reasoned rejection of the claim.
- 8.10. The Participant is entitled to request IVVA to provide alternative accommodation of similar quality according to the Accommodation Order if:
 - a. after the Reservation is made, the Accommodation Order can no longer be fulfilled due to capacity reasons of the Accommodation Provider;
 - b. if the Accommodation Provider closes the hotel due to local constraints objectively beyond the control of IVVA or due to the occurrence of pandemic Covid-19 or any other pandemic and its related consequences.
- 8.11. Other rights and obligations of the parties related to the liability of the Accommodation Provider for defects in short-term accommodation may be regulated by the Complaints Procedure of the Accommodation Provider.
- 8.12. In the event of a disaster, war, civil, military disturbance or another force majeure as defined in point 8.14. of these T&Cs or any actual or perceived violation of any applicable law or regulation

or any other event beyond the objective control of IVVA, IVVA reserves the right to cancel or change the accommodation. Any changes to the accommodation will be promptly notified to the Participant.

- 8.13. In the event that one of the events listed in clause 8.12 of these T&Cs occurs, IVVA will refund 85% of the Accommodation Price back to the Participant by bank transfer to the account number from which the payment was made by the Participant. The remaining 15% of the Accommodation Price will be sent by IVVA to the Accommodation Provider as a non-refundable booking fee according to the terms agreed between IVVA and the Accommodation Provider. The Registration Fee is non-refundable in this case, but IVVA will issue the Participant with a voucher for registration for the Tournament organized next year, i.e. for an amount equivalent to the Registration Fee. IVVA will refund the Participant The Transport Price in full.
- 8.14. IVVA shall not be liable for any delay or non-performance of an obligation under Brokerage Agreement if such delay or non-performance is caused in whole or in part by force majeure. For the purposes of these T&Cs, force majeure shall mean floods, earthquakes or other acts of nature that could adversely affect the conduct of the Tournament, as well as the intervention of a governmental authority, public enemy, war, riots, embargoes, epidemics, pandemics, fires, lack of internet connectivity necessary for the proper conduct of the Tournament, labour unrest, strikes, transportation problems or any other cause, circumstance or contingency beyond the control of such party.

9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. IVVA is not bound by any codes of conduct in relation to the client within the meaning of Section 1826 (1) (e) of the Civil Code.
- 9.2. Out-of-court handling of the Participants/consumers complaints is provided by IVVA through the e-mail address info@ivva.eu. IVVA will send information about the handling of the complaint to the Participant to the client's electronic address.

10. PERSONAL DATA PROTECTION

- 10.1. Protection of the Participant's personal data is provided by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
- 10.2. The Participant agrees to the processing of the following personal data: name and surname, home address, e-mail address and telephone number.
- 10.3. The Participant agrees to the processing of personal data by IVVA for the purposes of exercising the rights and obligations under the Brokerage Agreement, for the purposes of issuing a voucher for the use of short-term accommodation services and for the purposes of using the short-term accommodation itself with the Accommodation Provider. The processing of personal data is

necessary to fulfil the purpose of the relationship between IVVA and the Accommodation Provider.

- 10.4. The Participant acknowledges that he/she is obliged to provide his/her personal data, especially during the Registration and the Accommodation Order, correctly and truthfully and that he/she is obliged to inform IVVA without undue delay of any change in his/her personal data.
- 10.5. IVVA may delegate the processing of the Participant's personal data to a third party processor. Apart from the Accommodation Provider, personal data will not be passed on to third parties by IVVA without the Participant's prior consent.
- 10.6. The personal data will be processed for the time necessary for the performance of the Brokerage Agreement. Personal data will be processed in electronic form in an automated manner.
- 10.7. The Participant confirms that the personal data provided is accurate and that he/she has been informed that this is a voluntary provision of personal data.
- 10.8. In the event that the Participant believes that IVVA or another processor authorised by IVVA carries out processing of his/her personal data which is contrary to the protection of his/her private and personal life or contrary to the law, in particular if the personal data are inaccurate with regard to the purpose of their processing, he/she may:
 - a. ask the IVVA or the processor for clarification;
 - b. require IVVA or the processor to remedy the situation.
- 10.9. If the Participant requests information about the processing of his/her personal data, IVVA is obliged to provide this information to him/her. IVVA has the right to charge a reasonable fee for the provision of information under the previous sentence, not exceeding the costs necessary to provide the information.

11. NOTICES

- 11.1. Ordinary communication between the Parties may take place by telephone or by e-mail.
- 11.2. All notices hereunder shall be made in the English language, unless otherwise agreed between the Parties.

12. FINAL PROVISIONS

- 12.1. If there is a need to change the wording of these T&C in the future, the Participant will be informed by e-mail to the address provided in the Registration.

- 12.2. The Brokerage Agreement is governed by the law of the Czech Republic and any disputes will be decided by the public courts in the Czech Republic. If the relationship established by the Mediation Agreement contains an international (foreign) element, this legal relationship shall also be governed by Czech law. By choosing the law according to the preceding sentence, the Participant, as a consumer, is not deprived of the protection provided by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 12.3. The IVVA is authorized to organize the Tournament and arrange accommodation on the basis of a trade license. Control over the exercise of the trade licence is exercised by the competent trade licensing authority. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on Consumer Protection, as amended.
- 12.4. The Participant hereby assumes the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 12.5. If the Participant as a consumer is interested in resolving any dispute out of court, he/she may contact the Czech Trade Inspection Authority.
- 12.6. These T&C enter into force and effect on 13 June 2023
- 12.7. These **T&C** are available on the website www.ivva.eu.