

## OPERATING TERMS AND CONDITIONS OF THE PORTAL

### WWW.KOMAREKFOUNDATION.ORG

RELATING TO MONETARY CONTRIBUTIONS PROVIDED TO PROGRAMMES SUPPORTED BY THE FOUNDATION THROUGH [WWW.KOMAREKFOUNDATION.ORG](http://WWW.KOMAREKFOUNDATION.ORG)

#### 1. OPENING PROVISIONS

1.1 Karel Komárek Family Foundation, ID no.: 06212093, with its registered office at Vinohradská 1511/230, 100 00 Praha 10, listed in the endowment register kept by the Municipal Court in Prague under file no. N 1525, hereby publishes the following operating conditions of the website [www.komarekfoundation.org](http://www.komarekfoundation.org), relating to monetary contributions to the public subscription intended to support the following grant programmes of the Foundation:

- *Cultivation of the Public Arena* - programme under the auspices of the **Karel Komárek Proměny Foundation**,
  - *Culture and Care for the Legacy of Antonín Dvořák* - programme under the auspices of the **Academy of Classical Music**,
  - *Your Vision* - programme to support individual applications and extraordinary projects.
- (the "Terms and Conditions").

1.2 The Terms and Conditions define and specify the rights and obligations of the Operator and the Provider (as these terms are defined below) in the provision, collection and administration of monetary contributions between the above parties and recipients of monetary contributions.

1.3 Each individual contractual relationship between the Operator and the Provider is subject to the Terms and Conditions, and they are therefore constitute an integral part of each Contract (as this term is defined below). By providing a monetary contribution, the Provider expresses its express and unconditional consent to these Terms and Conditions and at the same time confirms that it has read them, that it accepts them and provides the monetary contribution in accordance with them.

#### 2. DEFINITIONS AND INTERPRETATIONS

2.1 The following terms have the following definitions when used and capitalised within these Terms and Conditions:

<b>Donation</b>	is defined as a monetary contribution - an amount, stated in whole crowns, US dollars or Euros, which is credited by the Provider to the Operator's Subscription Account as part of a Public Subscription and subsequently used to support and develop the Operator's grant programmes;
<b>Form</b>	is defined as an electronic donation form, available on the Portal, through which Donations are made;
<b>Terms and Conditions</b>	are defined as these operating terms and conditions of the website <a href="http://www.komarekfoundation.org">www.komarekfoundation.org</a> , which relate to Donations provided for grant programmes announced by the Operator;
<b>Portal</b>	is defined as the website <a href="http://www.komarekfoundation.org">www.komarekfoundation.org</a> , through which Donations from Providers are collected;
<b>Provider</b>	is defined as a natural person or legal entity that has provided a monetary contribution (Donation) through sending an electronic donation form, its

processing by the online system, and the subsequent transfer of the relevant funds to the Subscription Account;

<b>Operator</b>	is defined as the operator of the website <a href="http://www.komarekfoundation.org">www.komarekfoundation.org</a> , which is at the same time the owner of the Subscription Account, which is: <b>Karel Komárek Family Foundation</b> , ID no.: 06212093, with its registered office at Vinohradská 1511/230, 100 00 Praha 10, listed in the endowment register kept by the Municipal Court in Prague under file no. N 1525. <b>Contact person of the Operator:</b> Luboš Veselý, director of the Karel Komárek Family Foundation Telephone no.: +420 777 747 890 E-mail: <a href="mailto:lubos.vesely@komarekfoundation.org">lubos.vesely@komarekfoundation.org</a> ;
<b>Recipient</b>	is defined as the recipient of the endowment contribution selected for a Public Subscription through this Portal;
<b>Subscription Account</b>	is defined as special bank account no. 5522932/5500, maintained by at Raiffeisenbank a.s., which was established for the purposes of holding the Public Subscription;
<b>Contract</b>	is defined as an agreement on the provision of a monetary contribution to the Public Subscription entered into between the Provider and the Operator, on the basis of which the Provider provides a Donation for the purpose of its use for a proven purpose which is of public benefit; A Contract is entered into upon receipt of the amount of the Donation to the Subscription Account.
<b>Public Subscription</b>	is defined as a public collection carried out by the Operator for the purpose of obtaining monetary contributions in support of its grant programmes as referred to in Art. 1.1 above; The Public Subscription is operated on the basis of a certificate issued by the City of Prague for an indefinite period of time from 15 November 2020.

### 3. PROVISION OF DONATIONS AND CONDITIONS

3.1 Donations are paid to a special Subscription Account operated by the Provider, from which they are subsequently distributed to the relevant Recipients according to the Terms and Conditions below.

3.2 A Form containing the following information is available for Providers on the Portal:

- name and surname of Provider
- amount of Donation
- *optional*: name of one or more Recipients of the Donation
- *optional*: the Provider (i) consents to the disclosure of his/her personal data, consisting of his/her *name and surname*, as the person who provided the Donation to the Public Subscription, together with an indication of the amount contributed; (ii) requests confirmation of receipt of the Donation; and (iii) consents to provide his/her personal information, consisting of his/her name, surname, amount contributed and contact e-mail of the Recipient, as well as the final Recipient of the Donation.

3.3 Within this Form, the Provider may, but does not have to, choose the Recipient to whom it wishes to provide a Subscription through the Public Subscription.

3.4 With regard to Recipients of Donations, the Provider may choose as follows:

- one Recipient only: in this case the entire amount of the Donation shall be credited to

- the account of the chosen Recipient;
- multiple Recipients in this case the Donation shall be credited to the account of the Recipients chosen by the Provider according to the schedule specified by him/her; In such a case, the Provider is therefore obliged to always state for the selected Recipients the specific amount that it wishes to contribute to support the given Recipient;
- no Recipient: in this case, the total amount of the Donation shall, through the Portal system, be evenly distributed among all of the Operator's grant programmes as listed on the Portal.

3.5 For the given Recipient, the Provider shall also state the amount that it wishes to contribute to support the given Recipient. The Provider chooses from the amounts recommended by the Operator in the Form or can choose its own entire amount.

3.6 By sending the Form, the Donation is registered and, by providing it, i.e. by paying the amount declared in the Form, the Contract is entered into. A written Contract for individual Donations is neither provided nor generated from the Portal.

Donations may be given by the Provider using one of the following payment methods available within the Portal. Online payments for the Operator are provided by the [ComGate payment gateway](#). The supplier of this service, ComGate Payments, a.s., is a licensed payment institution operating under the supervision of the Czech National Bank. Payments made through the payment gateway are fully secured and all information is encrypted.

Possible payment methods and course of payments:

- payment by bank transfer to the Subscription Account:  
Immediate payment via online banking. The ComGate payment gateway redirects the Provider to his/her online banking, where he/she logs in as usual and confirms a pre-prepared payment order.
- online payment by credit card through the payment gateway (single or repeated):  
The fastest way to pay online. The Provider enters the number, validity date and CVC code (the three numbers on the signature strip on the back of the card of his/her card) into the ComGate payment gateway interface. Everything is secured using the 3D Secure standard, so the Provider will most likely be asked to enter a numeric code, which he/she will receive by SMS from his/her bank.

After completing the payment, the Provider is redirected back to the online Portal. Payment is confirmed immediately.

In the event of any complications or queries related to the above payments, the Provider may at any time exercise his/her rights at the following contacts:

**ComGate Payments, a.s.**

Gočárova třída 1754 / 48b, Hradec Králové

E-mail: [platby-podpora@comgate.cz](mailto:platby-podpora@comgate.cz)

Tel: +420 228 224 267

The Provider is aware of the fact that the provision of a Donation does not entitle him/her to any rights to use trademarks, trade names, company logos or other intellectual or industrial property of the Operator, Recipients or other persons.

#### 4. RULES FOR THE HANDLING OF DONATIONS

4.1 The Operator accepts Donations provided through the Portal to a Subscription Account that separate from other monies under a variable symbol that specifies the Operator's grant programme, and maintains them on this account until they are disposed of in accordance with these Terms and Conditions.

4.2 The Operator is bound by the Provider's instructions regarding the Recipient of the Donation. The Operator therefore undertakes to subsequently transfer the received Donation to the account of the Recipient designated by the Provider.

## **5. HANDLING OF PERSONAL DATA**

5.1 The Provider acknowledges that a Form completed by him/her shall be delivered to the Operator, i.e. to the Karel Komárek Family Foundation, and that the personal data specified in the Form shall be processed by the Operator in accordance with the declaration on personal data protection and cookies, which are listed on the Operator's website under the following link: [www.komarekfoundation.org](http://www.komarekfoundation.org).

5.2 The Provider further acknowledges that, if he/she consents, his/her personal data shall be further processed in accordance with the consent granted by him/her, and which he/she is entitled to revoke at any time.

## **6. CONFIRMATION OF DONATION**

6.1 The Provider may deduct the value of a provided Donation from his/her tax base provided that the conditions of Act No. 586/1992 Coll., on income tax, as amended ("ITA") are met, in particular the provisions of Section 15 (1) ITA for natural persons and Section 20 (8) ITA for legal entities.

6.2 If the Provider chooses in the Form to have confirmation of the Donation issued, confirmation shall be sent by the Operator to the e-mail address given by the Provider in the Form no later than 30 calendar days from the crediting of the Donation to the Subscription Account. The confirmation shall state the purpose for which the Donation was received.

Any other information concerning the Donation or the Operator's activities shall be sent to the Provider at the stated e-mail address.

6.3 At the same time, the Provider confirms that all information provided about him-/herself is true and that he/she is the person who provided the monetary contribution (Donation) and who is the eligible recipient of confirmation of the Donation for tax purposes.

6.4 By providing the Donation, the Provider also declares that the monies paid come from legal sources.

## **7. CLOSING PROVISIONS**

7.1 These Terms and Conditions and all rights and obligations deriving from and/or in connection with them are governed by the law of the Czech Republic, and in particular Act no. 117/2001 Coll., on public subscriptions, and amending certain acts (the Public Subscriptions Act), as amended.

7.2 If any provision of the Terms and Conditions, or any part thereof, shall prove to be invalid, ineffective or unenforceable, this shall not affect the validity or effectiveness of the Terms and Conditions as a whole or their remaining provisions or parts thereof.

7.3 These Terms and Conditions shall enter into force and effect on 15 February 2021.