

# WEBSITE TERMS OF USE

## I.

The www.skodachristmas.com website (hereinafter the “**Website**”) is operated by ŠKODA AUTO a.s., Company Id No: 001 77 041, registered office: tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, Delivery Number: 29360, registered in the Commercial Register of the Municipal Court in Prague, Section B, Insert 332 (hereinafter the “**Operator**”).

The Operator hereby issues the terms specified in below (hereinafter the “**Terms**”) for the use of the Website and for sending Christmas wishes. These Terms apply to all persons who use the Website and Christmas wish sending service (hereinafter the “**User(s)**”).

## II.

Via the Website, the Operator enables Users to send or generate graphic or text Christmas wishes free of charge. Users send the wishes to the email addresses that they enter.

## III.

When creating, entering and sending a Christmas wish, the User shall be obliged to adhere to the principles of good morals and the legal order of the Czech Republic.

The User undertakes to send Christmas wishes whose content shall not be at variance with good morals or legal regulations. The User undertakes that the content of the Christmas wishes will not be bothersome, harmful or otherwise inappropriate, contain no vulgar or offensive terms and will not interfere with the copyrights or other rights of third parties. The User further undertakes not to use the Website to harass others, send unsolicited commercial messages or spam, or communicate with competitors of the Operator, and that the User will only send Christmas wishes to persons who know the User.

The content entered by the User must not damage or distort the good reputation or the name of the Operator or the Škoda trademark, and it must not lead to promoting the competitors of the Operator.

## IV.

For the purpose of adherence to the aforementioned rules, the Operator reserves the right to use automated systems controlling the content of outgoing wishes. In the event of a violation of the established rules, such systems may render the sending of wishes impossible.

## V.

The Operator shall not bear any responsibility for the Christmas wish content entered and sent by the User, or for potential consequences that arise via the delivery of such wishes. The User shall exclusively bear responsibility for the sent Christmas wishes.

If the Operator incurs any damages from the content entered by the User, the User undertakes to compensate the Operator for such damages to the full extent.

## VI.

The Operator shall not bear any responsibility for damages incurred to Users or third parties in relation to the use of the Website, responsibility in the event that it does not work or responsibility if a Christmas wish is not sent or delivered.

## VII.

The personal data that the User enters to the Website are subject to personal data protection in accordance with applicable law and are processed for sending Christmas wishes. The Operator processes personal data in the scope of the name and surname of the User or the e-mail address of the Christmas wish recipient, if it is entered. The operator is a personal data administrator.

## VIII.

By sending a Christmas wish via the Website, the User agrees with all of the terms.

Copying and use of the Christmas wishes for non-commercial purposes is permitted without further consent. Copying and distributing other content in any form without the written consent of the authors is illegal.