

## **Complete conditions of our special offer “Gift for purchases over X€”**

### **I. Organizer**

Topforsport s.r.o., Bešůvka 810/19, 641 00 Brno Źebětín, ID 29213291 , tax ID CZ29213291, registered in the Business Register at the Regional Court in Brno, department C, file 66187 (hereinafter referred to as Organizer).

Contact data of the Organizer available at [www.top4fitness.com/pg/contact](http://www.top4fitness.com/pg/contact).

### **II. How to participate**

1. Consumer promotion "Gift with purchase over X €" ("Promotion" or "Consumer Promotion") takes place during the time period that will be indicated on the website [www.top4fitness.com/](http://www.top4fitness.com/) during the ongoing Promotion.
2. The minimum value of the purchase excludes shipping or any other fees for above-standard services.

### **IV. How to get a gift in the special offer**

1. The Promotion is open to anyone who makes a single purchase on [www.top4fitness.com/](http://www.top4fitness.com/) in the value to be indicated on the [www.top4fitness.com/](http://www.top4fitness.com/) website during the Promotion Period, within the time period, set out in Article II.1. of the Promotion. If the amount of the single purchase is several times as much as the minimum amount of the Offer, the purchase still qualifies for one gift only.
2. The gift will be listed in the invoice for the corresponding order which will be sent to the Customer by email after delivery confirmation of the ordered products to the address the customer provided. The gift will be sent together with the last item from the order to the same address or handed over personally.
3. Each customer is free to choose from the gifts offered to them in the order.

### **V. Gifts and how to choose and receive them**

1. The current list of gifts is always provided at the first step in the purchase process at [www.top4fitness.com](http://www.top4fitness.com).
2. The handing over or assigning of individual gifts is based on the fulfillment of these conditions and on the number of the customers that qualify. The Organizer reserves

the right not to distribute all the gifts in the event that not all the conditions stated here are met. The Organizer reserves the right to terminate the Offer in the event tha

all the gifts have been distributed. The Organizer reserves the right not to distribute all the gifts in the event that the Offer expires according to Clause II, Paragraph 1.

3. The gift shall be shipped together with the entire purchase to the address provided by the Customer or handed over in person.
4. The Customer loses the right to receive the gift if the order is returned to the Organizer or any other person assigned by the Organizer as a result of unsuccessful delivery.
1. In the event that the products ordered are not in stock, the gift cannot be shipped on its own.
2. In the event that some product from the order is not in stock and the Customer would like the order divided into several shipments and have the products in stock shipped, the gift will be shipped together with the last item from the order.
3. If a part of the order is out of stock and the Customer requests to remove this item from the order, the Customer shall be entitled to select another item, the selection of which, given its price, will still satisfy the minimum order amount condition as set out in Article III, Paragraph 1. The gift will be sent together with the ordered goods.
4. In the event of cancellation of the whole order, or a part of the order, where the remaining price for the goods does not reach the required minimum amount within the meaning of Article III, paragraph 1, the customer will lose the right to the gift.
5. In the event of a return of the order or a part of the order, where the remaining amount is less than the minimum required amount within the meaning of Article III, paragraph 1, the customer is also obliged to return the gift in its original condition.
6. The Organizer reserves the right to change or replace the gifts during the period of validity of the Offer.

## **VI. Personal data protection**

1. The personal data in the scope provided to or made accessible to the Organizer by the Customer during registration or placement of the order will be processed in an automated database belonging to the Organizer who is thus an administrator of this personal data. This data is always related to the orders placed by the Customers and is not obtained primarily for the purposes of the Offer. The legal reason and purpose for obtaining and keeping this personal data during the process of placing the order is to meet the obligations arising from the purchase agreement which is concluded by the Customer and Organizer by placing and accepting the order. This personal data may be passed on to the person in charge of shipping the products and gift to the

Customer. Also, some of the data included in the order will be kept with the aim of evaluating the benefits and rate of success of the Offer for the Organizer, which is in the Organizer's legitimate interest. Also, the contact data provided in the order may be used by the Organizer for sending out commercial messages; these messages, however, will always provide an option for the Customer to remove themselves from receiving further messages. The Customer, as a subject of this data, has a right to have access to their personal data and may ask that the data is corrected, modified, deleted or – in case of doubts concerning the correctness of its processing – raise an objection with the Organizer or contact the Office for Personal Data Protection (<https://www.uoou.cz/en/>).

2. Please see the following for more information on the protection of personal data, including the rights of the Customer as a subject of personal data:

[www.top4fitness.com/pg/terms-conditions](http://www.top4fitness.com/pg/terms-conditions).

## **VII. Other important conditions**

1. Any complaints or objections shall be resolved by the Organizer only. The Organizer reserves the right to shorten, postpone, interrupt or cancel the Offer or modify its conditions without any compensation.
2. The gifts provided to qualified customers are not the subjects of any purchase agreement, and as such no provisions on the rights arising from defective performance of services according to Act No. 89/2012 Coll. of the Civil Code apply to them. However, the Organizer guarantees the following rights to the Customer. In the event that the gift turns out to be defective within six months following the day the invoice for the ordered products was issued, and such defect will be recognized as a defect not caused by the Customer, its improper use or any other interventions by the Customer, etc., the Organizer shall repair the gift, if possible. If this should prove impossible, the Organizer shall replace some of its components or replace the entire gift (also with only a similar gift). It is impossible to refund the usual price of the gift or provide the Customer with a discount in the value of the usual price of the gift. In order to make a claim according to this clause, the Customer must provide the valid tax document received by email after delivery confirmation of the ordered products.
3. Participants are not entitled to require any money or other services instead of the gift. The Organizer hereby is not under any obligation to the participants and the

participants have no right to demand any services provided by the Organizer other than those listed in these conditions.

### **VIII. Final provisions**

1. These conditions may be published on promotional or other materials related to this Offer in a shortened version, which may be incomplete, and the Organizer is not responsible for such versions. The only, complete, and final conditions of the Offer are specified in this document.
2. It is not obligatory for the customers to join this promotional Offer. By joining it, they express their approval with its conditions.
3. The complete conditions are posted online at [www.top4fitnessg.com](http://www.top4fitnessg.com).