

## **Article 1 – Definitions**

Conditions. “Conditions” are hereafter understood as these conditions of donation.

Foundation. The “Foundation” is hereafter understood as the Tomáš Berdych Foundation, reg.no. 01573888, based at Na Pankráci 1683/127, Prague 140 00, entered in the register of foundations kept by the Municipal Court in Prague, Section N, Entry 103.

Donor. A “Donor” is hereafter understood as a private individual or legal entity providing a donation to the foundation.

Donation. A “Donation” is hereafter understood as a donation provided to the foundation by a donor.

Web. The “Web” is hereafter understood as the WebPages of the foundation at the **third-level domain** [www.tomasberdychfoundation.org](http://www.tomasberdychfoundation.org).

Project. The “Project” is understood as the collection of financial means designed, first and foremost, to assure the development of programmes and activities in the area of physical education for the young, the support and implementation of the foundation’s own sports projects and competitions, improving conditions for training talented young athletes, support and education in a healthy lifestyle and sport, and assistance in securing children’s sporting and cultural needs.

## **Article 2 – Basic provisions**

These conditions of donation apply to the provision of donations to the foundation.

By providing a donation to the foundation, the donor expresses agreement to these conditions and undertakes to observe them.

Should a separate written deed of donation or other written agreement which is in contradiction of these conditions be closed between a donor and the foundation, the given deed of donation or other agreement will take precedence over these conditions.

## **Article 3 – The provision of a donation**

A donor is entitled to provide the foundation with a donation in accordance with these conditions by wire transfer or by using the GoPay payment system. This does not affect the possibility of closing a separate deed of donation between the donor and the foundation.

Donations of any size may be provided by wire transfer, though **no less than 50 CZK**. Donations are provided by wire transfer into the bank account of the foundation – account number 107-4811540287/0100, kept at Komerční banka a.s. If the donor is a legal entity, the variable symbol for the payment will be the registration number of the donor. If the donor is a private individual, the variable symbol for the payment will be his or her date of birth in the format DDMMYYYY. The word “Donation” should be given as the message for the recipient, possibly supplemented by specification of the project for which the donation is being provided.

Donations to the amount of 50 CZK, 100 CZK, 200 CZK, 300 CZK, 500 CZK, 1,000 CZK, 1,500 CZK, 2,000 CZK, 3,000 CZK, 4,000 CZK and 5,000 CZK or more depending on the voluntary decision of the donor may be provided by payment using the GoPay payment system on the web.

When paying using the GoPay payment system, the donor agrees to the use of remote means of communication.

Unless the donor agrees otherwise with the foundation, the closure of a deed of donation between the donor and the foundation, the subject of which is the provision of a donation, occurs at the moment at which a payment is sent by the donor.

The donor will pay any costs incurred by the donor in connection with the provision of a donation, e.g. Internet connection costs, bank charges, etc.

Please contact the foundation (by using the e-mail address [info@tomasberdychfoundation.org](mailto:info@tomasberdychfoundation.org), for example) if you want us to issue a confirmation of the acceptance of your donation or draw up a separate agreement on the provision of a donation, particularly for tax purposes. The foundation is obliged to send such confirmation or a draft agreement without unnecessary delay.

#### **Article 4 – The use of donations**

The foundation is obliged to handle donations in accordance with its deed of foundation, its statutes and the rulings of the administrative board.

Should a donation be received for a specific project, the foundation is obliged to use the donation provided exclusively for the given project. Should the sum received exceed the budget of the given project, the donor will be informed of this fact by the foundation. The administrative board of the foundation is entitled to rule on the use of part of the given donation (to the amount by which it exceeds the budget of the project in question) for another purpose, generally one of a nature similar to that of the project for which the donation was originally provided by the donor.

The administrative board of the foundation is entitled to rule on the refusal of a donation within a period of 30 days of the day on which the given donation is received without stating its reasons for doing so, particularly if the donor is a legal entity with an unclear ownership structure. In such case, the foundation is entitled to withdraw from the deed of donation closed *ex tunc*; such withdrawal will occur either at the moment of its delivery to the donor or on the day of its publication on the web. In such case, the foundation is obliged to return the donation provided without unnecessary delay of the date of withdrawal into the bank account from which the given financial means were transferred. The donor will have no claim to interest accrued during the period of time from the provision of the donation to its return.

#### **Article 5 – The protection of personal details**

The donor hereby gives his or her agreement to the recipient of the donation, in accordance with Act 101/2000 Sb., The Law on the Protection of Personal Details, as amended, to the collection, storage and processing of his or her personal details by the administrator (who is the recipient of the donation) or a person accredited by the administrator with the processing of personal details, this to the extent of his or her forename and surname, home address, e-mail address and telephone number, for the purposes of keeping a database of contributors and communication with them, in particular the provision of information on the implementation of foundation projects, the possibilities of supporting the foundation, the activities of the foundation, and further for the purposes of providing information for tax purposes when issuing confirmation of contributions provided, for the purposes of the annual report of the foundation, and within the scope of other publication activities of the foundation to the extent of the forenames and surnames of donors. This agreement is provided for the period of time essential to the purpose of the processing of these details, though for no longer than ten (10) years. This agreement is provided voluntarily and the donor is entitled to withdraw it at any time. The donor has the right to access his or her personal details and the right to correct his or her personal details. Should the donor discover or believe that the recipient of the donation or the processor of personal details is processing his or her personal details in contradiction of the protection of his or her private and personal life or in contradiction of the law, in particular if the given personal details are inaccurate with a view to the purpose of their processing, he or she may (i) request an explanation of the recipient of the donation or the processor, (ii) request that the recipient of the donation or processor rectifies the given situation. First and foremost, this may entail the blocking of the details in question or their correction, supplementation or removal. The administrator will collect personal details to the extent necessary to the fulfilment of the stipulated purpose and process them exclusively in accordance with the purpose for which they were collected. Persons accredited with the processing of personal details by the administrator are obliged to observe the confidentiality of the given personal details, both during their employment or work and after it has ended.

The agreement given in accordance with this article is conferred for a period of 10 years of the last day on which a donation is made by the donor. The donor takes note of and agrees to the fact that he or she may be stated as a donor in the foundation's annual report.

### **Article 6 – Final provisions**

These conditions are subject to the Czech legal code, and in particular to Act 89/2012 Sb., The Civil Code.

All disputes arising from these conditions or from individual deeds of donation closed in accordance with these conditions will be resolved by the materially and locally pertinent courts of the Czech Republic.

These conditions come into effect and were published on the web on 16 March 2015.