**GENERAL TERMS AND CONDITIONS**

**Heroes Store s.r.o.**

**HEROES PARK**

1. **INTRODUCTORY PROVISIONS**
	1. Heroes Store s.r.o., ID No: 214 67 641, with registered office at Národní 63/26, Nové Město, Postal Code: 110 00, Prague 1 (hereinafter referred to as the „**seller** “), is the operator of the retail space Heroes Store on the 7th floor of the building at Národní 63/23, Prague 1 (hereinafter referred to as the „**Heroes Store**“).
	2. These terms and conditions of the seller (hereinafter referred to as the „**terms and conditions**“) regulate in accordance with the section 1751 paragraph 2 of the Czech Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the „**Civil Code**”) the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the „**purchase contract**“ or „**contract**”) concluded between the seller and another natural or legal person (hereinafter referred to as the „**buyer**”) via the seller's online shop (hereinafter referred to as the „**online shop**“) located at the Internet address https://heroespark.cz/ with the ordering or shopping cart phase of the online shopping cart (hereinafter referred to as the „**website**” or the „**store web interface**”) or the Heroes Store brick-and-mortar store/kiosk/physical checkout (hereinafter referred to as the „**brick-and-mortar store**”).
	3. The subject of the purchase contract primarily includes superhero figures/statues, vouchers, and other certificates or confirmations for services provided during the seller's business hours at the Heroes Store and/or through the online store (hereinafter referred to as the „**goods**”). In the event that the paid acquisition of certain goods through the online store on the website does not constitute a purchase within the meaning of Section 2079 et seq. of the Civil Code, these terms and conditions shall apply accordingly together with the mandatory provisions of the Civil Code.
	4. Given that the sale of goods is carried out through cash registers and kiosks located in the Máj department store based on a contractual relationship with Infinite X Prague s.r.o., the following applies:
		1. by purchasing the goods, you enter into a purchase contract with Heroes Store;
		2. by purchasing the goods does not create any legal relationship between you and Infinite X Prague s.r.o.
	5. The seller is solely responsible for fulfilling the obligations arising from the purchase contract and may be contacted in connection with the exercise of your rights as specified below in these Terms and Conditions.
	6. The buyer may be a consumer (always a natural person) or entrepreneur (natural or legal person). A consumer is an individual who enters into a purchase contract with the seller or otherwise interacts with the seller outside the scope of their business activities or independent professional practice. An entrepreneur is a person who independently engages in profit-generating activities on their own account and responsibility through a trade or similar manner, intending to do so continuously for the purpose of making a profit. For the purposes of consumer protection, an entrepreneur is also considered to include any person who enters into contracts related to their own commercial, manufacturing, or similar activities, or independent professional practice, as well as any person acting on behalf of or for the account of an entrepreneur.
	7. Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract shall take precedence over the provisions of the terms and conditions.
	8. The provisions of the terms and conditions are an integral part of the purchase contract. The purchase contract and the terms and conditions are drawn up in the Czech language. The purchase contract can be concluded in the Czech language.
	9. The seller may change or supplement the wording of the terms and conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
2. **CONCLUSION OF THE PURCHASE CONTRACT**
	1. Any presentation of the goods placed in store web interface is for an informational purpose only and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732 paragraph 2 of the Civil Code shall not apply.
	2. The store web interface contains information about the goods, including the prices of individual goods. The prices of the goods are stated including value-added tax (VAT) and all related fees. The prices of the goods remain valid for as long as they are displayed on the store web interface. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms. In the event that the price of specific goods or the right to purchase them (in particular figures/figurines, vouchers, etc.) is linked to the fulfilment of certain conditions (e.g. discount for children, discount for pensioners, group discount, discount for families with children) and/or is linked to a specific person (e.g. vouchers issued in the name of a person), the buyer or other person applying them in the Heroes Store is obliged to prove that these conditions have been fulfilled.
	3. The delivery of the goods will be made, if the nature of the goods allows it (e.g. a voucher with a barcode or similar), by sending them in PDF format to the email address provided by the buyer in the order (hereinafter referred to as the „**buyer's email address**"). The buyer is obliged to print the electronically delivered goods at his/her own expense so that the goods are machine-readable when redeeming them in the Heroes Store. In the event that electronic delivery is excluded, the store web interface also contains information on the costs associated with the packaging and delivery of the goods. The information on the costs associated with the packaging and delivery of the goods provided in the store web interface applies only in cases where the goods are delivered within the Czech Republic.
	4. To order goods, the buyer must fill out the order form on the online store interface. The order form includes, in particular, information about:

a) ordered good (the buyer "adds" ordered goods to the electronic shopping cart in the store web interface),

b) the method of payment for the purchase price of the goods,

c) information about the requested delivery method for the ordered goods, if relevant based on the nature of the goods, and

d) information about the costs associated with the delivery of the goods, if relevant based on the nature of the goods

(hereinafter collectively referred to as the „**order** “).

* 1. Based on the buyer's registration on the website, the buyer can access their user interface (hereinafter referred to as the „**user account**”). From their user account, the buyer can add goods to the online shopping cart and choose the available delivery method and payment method. The buyer can also place an order for goods without registration directly through the store web interface.
	2. When registering on the website and when ordering goods, the buyer is obligated to provide all personal data correctly and truthfully and to inform the seller of any changes. The buyer confirms that the provided personal data is accurate and truthful. The seller is entitled to delete inaccurate or untrue personal data.
	3. Before submitting the order to the seller, the buyer is allowed to review and modify the details entered the order, including the ability to identify and correct any errors made during data entry. The buyer submits the order to the seller by clicking on the „submit with payment obligation” button. The details provided in the order are considered correct by the seller. Upon receiving the order, the seller will immediately confirm the receipt to the buyer via email to the buyer's provided email address.
	4. The seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, or potential shipping costs), to request additional confirmation of the order from the buyer (for example, in writing or by phone).
	5. The contractual relationship between the seller and the buyer arises upon the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer via email to the buyer's email address. After the purchase contract is formed according to the first sentence of this article, the purchase contract may be terminated by withdrawal from the contract in accordance with Article 4 of the terms and conditions.
	6. The buyer agrees to the use of distance communication methods when concluding the purchase contract. Any costs incurred by the buyer in connection with the use of distance communication methods for concluding the purchase contract (such as internet connection fees, telephone call charges) shall be borne by the buyer.
	7. By submitting the order, the buyer confirms that they have reviewed the terms and conditions before concluding the purchase contract.
	8. The normal operating hours of the online store are 24 hours a day, 7 days a week. The buyer acknowledges that the user account may not be available continuously, particularly due to the necessary maintenance of the seller's hardware and software equipment, or the necessary maintenance of third-party hardware and software equipment.
	9. Access to the user account is secured by a username and password. The buyer is obligated to maintain confidentiality regarding the information necessary for accessing their user account and acknowledges that the seller is not responsible for any breach of this obligation by the buyer.
	10. The buyer is not authorized to allow third parties to use their user account.
	11. The seller may cancel the user account, especially if the buyer has not used their user account for more than 3 years, or if the buyer breaches their obligations under the purchase contract (including the terms and conditions).
1. **PRICE OF GOODS AND PAYMENT TERMS**
	1. The price of the goods and any costs associated with the delivery of the goods according to the purchase contract concluded through the web interface of the shop can be paid by the buyer to the seller by MasterCard or Visa via the internet secure payment gateway (so-called online card).
	2. Individual or other payment methods are offered and accepted according to the current availability or the specific goods and time and place of purchase. The Buyer shall respect the options offered in the store web interface and online shopping cart, especially when purchasing different types of products in combination.
	3. The prices of the goods are stated including value-added tax (VAT) and all related fees. Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
	4. The goods will be sent to the buyer by the seller after the full purchase price has been paid, but no later than three business days. Payment is considered completed when the corresponding amount is credited to the seller's account.
	5. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.
	6. The validity of a voucher purchased through the store web interface is limited to the day for which the voucher was purchased. Vouchers purchased through the cashier or kiosk in the Máj Department Store are valid only on the day of purchase. In such cases, the buyer is not entitled to a discount on the purchase price or to a refund, even if the services corresponding to the goods have not been fully used.
	7. If it is customary in the commercial relationship or if it is stipulated by generally binding legal regulations, the seller shall issue a tax document - an invoice - to the Buyer in respect of payments made under the purchase contract. The seller is a payer of value added tax. The seller shall issue the tax document - invoice to the buyer after payment of the price of the goods and send it in electronic form to the buyer's electronic address.
2. **WITHDRAWAL FROM THE PURCHASE CONTRACT BY THE CONSUMER**
	1. The buyer acknowledges that, pursuant to the provisions of Section 1837(a) of the Civil Code he cannot withdraw from the contract for the provision of services if these services have been performed with his prior express consent before the expiry of the withdrawal period; this provision also applies to cases where the goods are used to perform services within the seller and these services have been performed. The buyer therefore acknowledges that it is not possible to withdraw from the contract of sale for goods used for the subsequent performance of services where these services have already been performed by the seller. The buyer further acknowledges that, according to Section 1837(j) of the Civil Code, he cannot withdraw from a contract for the provision of services, accommodation, transport, catering or leisure if the seller provides these services on a specific date or within a specific period, as in the event of the sale of limited validity tickets; this provision also applies if the goods used to redeem the services within the seller could only be redeemed on a specific date (e.g. New Year's Eve programme, special events, etc.) or where the buyer reserves a specific date on which the service is to be provided by the seller on the basis of a ticket.
	2. Unless it is a case referred to in Article 4.1 or another case where the purchase contract cannot be withdrawn from, the buyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods in the event of purchase of the goods via the store web interface (distance method) in accordance with the provisions of Section 1829 (1) of the Civil Code, where the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be delivered to the seller within fourteen (14) days of receipt of the goods. The buyer may send the withdrawal from the purchase contract, inter alia, to the seller's business address or to the seller's e-mail address. A sample withdrawal form can be found on the website of Infinite X Prague s.r.o. <https://heroespark.cz>
	3. In the event of withdrawal from the purchase contract according to Article 4.2 of the terms and conditions, the purchase contract is cancelled from the beginning. The goods must be returned to the seller within fourteen (14) days of the withdrawal from the contract. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned via regular mail due to their nature. In the event of goods sent to the buyer's electronic address (e.g., a voucher with a barcode or similar code) or in the case of goods that can be copied, the seller will invalidate the goods in the seller's electronic system in the event of the buyer's withdrawal from the contract. Such invalidated goods cannot be used for their original purpose, and if used by the buyer or any other person, the seller will not accept them. The seller is obliged to invalidate the goods as described in the previous sentence immediately after receiving the buyer's legitimate withdrawal.
	4. In the event of withdrawal from the contract according to Article 4.2 of the terms and conditions, the seller will return the funds received from the buyer within fourteen (14) days of the buyer's withdrawal from the purchase contract, using the same method and payment method by which the seller received them from the buyer. The seller is also entitled to return the payment provided by the buyer at the time of returning the goods by the buyer or in another way, if the buyer agrees to this and it does not incur additional costs to the buyer. If the buyer withdraws from the purchase contract, the seller is not obligated to return the received funds to the buyer before the buyer returns the goods or proves that the goods have been sent to the seller, or before the goods are invalidated in the manner specified in Article 4.3 of the terms and conditions.
	5. The seller is entitled to unilaterally offset the claim for damages caused to the goods against the buyer's claim for the return of the purchase price.
	6. Until the goods are received by the buyer, the seller is entitled to withdraw from the purchase contract at any time. In such an event, the seller will return the purchase price to the buyer without undue delay, using the same method and payment method by which the goods were paid.
	7. If a gift is given to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the condition that if the consumer withdraws from the purchase contract, the gift contract shall cease to be effective in respect of such gift and the buyer shall be obliged to return the gift together with the goods to the seller.
	8. The rights of withdrawal from the purchase contract referred to in this article of the terms and conditions apply only to contractual relations where the consumer acts on the buyer's side.
3. **TRANSPORT AND DELIVERY OF GOODS**
	1. In the event that the goods are delivered electronically to the buyer's email address according to Article 2.3 of the terms and conditions, the buyer is obliged to immediately check the goods upon delivery to their electronic address.
	2. If the method of delivery is agreed upon at the request of the buyer, the buyer bears the risk and any additional costs associated with this method of delivery.
	3. If the seller is obliged under the purchase contract to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take delivery of the goods upon delivery
	4. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
	5. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event that the packaging is found to be damaged, indicating that the shipment has been tampered with, the buyer may not accept the shipment from the carrier.
4. **RIGHTS FROM DEFECTIVE PERFORMANCE**
	1. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant generally binding provisions (in particular, Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).
	2. The seller is liable to the buyer for the fact that the sold item is in conformity with the purchase contract, in particular that it is free of defects at the time the buyer took it over. In particular, the seller is responsible to the buyer that, at the time the buyer took possession of the goods:
5. have the characteristics that the parties have agreed upon, and if there is no agreement, they have the characteristics described by the seller or expected by the buyer, considering the nature of the goods and the advertisement made by the seller,
6. are suitable for the purpose for which the seller specifies them, or for the purpose for which goods of this kind are generally used,
7. are of the appropriate quantity and quality,
8. comply to the requirements of legal regulations.
	1. The buyer is entitled to exercise the right for a defect that occurs in consumer goods within twenty-four months from the time of receipt. If the validity of a voucher is time-limited (see Article 3.6 of the terms and conditions), the seller is responsible for defects in the goods that the buyer claims only during the validity period of the voucher.
	2. If the defective performance is a material breach of contract, the buyer has the right to have the defect removed by delivery of a new item without defect or delivery of a missing item; to have the defect removed by repairing the item; to receive a reasonable discount on the purchase price; to withdraw from the contract. The buyer shall notify the seller of his choice of right when notifying the defect or without undue delay after notification of the defect. The buyer may not change the choice made without the seller's consent, but this does not apply if the buyer has requested the repair of a defect that proves to be irreparable. If the seller fails to remedy the defects within a reasonable period of time or if he notifies the buyer that he will not remedy the defects, the buyer may demand a reasonable discount on the purchase price in lieu of remedying the defects or may withdraw from the contract. The buyer-consumer is also entitled to a reasonable discount if the seller is unable to supply a new item without defects, to replace a part of the item or to repair the item, as well as if the seller fails to remedy the defect within a reasonable time or if it would cause the consumer considerable difficulty to remedy the defect. If the buyer does not exercise his right in time, he has the same rights as in the event of an insubstantial breach of contract - see below.
	3. If the defective performance is an insignificant breach of contract, the buyer has the right to have the defect removed or to a reasonable discount on the purchase price. The seller may, at his option, remedy the defect by repairing the item or by supplying a new item. If the seller fails or refuses to remedy the defect in a timely manner, the buyer may demand a discount on the purchase price or may withdraw from the contract. The buyer cannot change the choice made without the seller's consent.
	4. Complaints can be made by e-mail at info@heroespark.cz, or in person during the operating hours of the premises at the address of the premises Národní 63/23, Prague 1, or by correspondence at Národní 63/23, Prague 1. The moment of claim is considered to be the moment when the buyer has informed the seller that he is claiming.
	5. If the goods are in the form of a ticket or other voucher or confirmation for services and goods provided at the seller's premises, the seller shall not be liable for their loss, theft, damage or misuse by any third party. Services not availed of by the buyer on the basis of the goods under the preceding sentence shall be forfeited and the seller shall not be obliged to refund the buyer the price thereof or a proportionate part thereof.
9. **OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**
	1. The buyer acquires ownership of the goods by paying the full purchase price of the goods
	2. Seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1826 (1) (e) of the Civil Code.
	3. Consumer complaints are handled by the seller via the electronic address info@heroespark.cz. The seller shall send information on the handling of the buyer's complaint to the buyer's electronic address. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at [https://ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr%20) can be used to resolve disputes between the seller and the buyer under the purchase contract.
	4. The seller is authorized to sell goods and provide corresponding services based on a business license. The relevant trade office performs business inspections within its scope of authority. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection Authority supervises, to a specified extent, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
	5. The buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.
	6. The buyer acknowledges that the other rights and obligations of the parties are derived from the Heroes Store Visiting Regulations, which are available at checkout counters and are published on Heroes Store website at <https://heroespark.cz> The buyer undertakes to observe and adhere to the visiting rules.
10. **COOKIES**
	1. The buyer agrees to the storage of cookies on his/her computer or other similar device. In the event that the purchase on the website can be made and the seller's obligations under the purchase contract can be fulfilled without the storage of cookies on the buyer's computer, the buyer may withdraw the consent according to the previous sentence at any time.
11. **PRIVACY**
	1. For information on the protection of personal data (GDPR) and the storage of cookies according to the previous article, the buyer can visit the website Heroes Store <https://heroespark.cz>.
12. **DELIVERY**
	1. The buyer may receive deliveries to the email address provided by the buyer in the order.

1. **FINAL PROVISIONS**
	1. If the relationship related to the use of the website or the legal relationship based on the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.
	2. If any provision of the terms and conditions is invalid or ineffective, or becomes so, it will be replaced by a provision whose meaning most closely approximates the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions. Changes and supplements to the purchase contract or terms and conditions require a written form.
	3. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
	4. Contact details of the seller: delivery address Heroes Store, Národní 63/23, Prague 1, email address info@heroespark.cz, phone +420 720 772 006.
	5. These terms and conditions are valid and effective from 30.1.2025.