

**OPERATING CONDITIONS OF THE WEBSITE WWW.PIANADOSKOL.CZ  
RELATING TO MONETARY CONTRIBUTIONS PROVIDED AS PART OF THE PUBLIC COLLECTION PIANA  
DO ŠKOL [“PIANOS FOR SCHOOLS”]**

**1. INTRODUCTORY PROVISIONS**

- 1.1 The Karel Komárek Family Foundation, IČ: 06212093, with registered office Vinohradská 1511/230, Prague 10, Postal Code 100 00, registered with the Register of Foundations administered by the Municipal Court of Prague under file no. N 1525, is issuing these operating conditions for the website [www.pianadoskol.cz](http://www.pianadoskol.cz), relating to monetary contributions provided as part of the public collection carried out through the project *Piana do škol* [“Pianos for Schools”] (hereinafter “Conditions”).
- 1.2 These conditions define and specify the rights and obligations of the Operator and Provider (as these terms are defined hereunder) as part of providing, collecting, and administering monetary contributions between the above parties and the recipients of monetary contributions as part of the project “Pianos for Schools”.
- 1.3 Each individual contractual relationship between the Operator and the Provider is subject to the conditions, which are therefore an integral part of each Contract (as this term is defined below). By providing a monetary contribution, the Provider expresses their explicit and unreserved consent with these conditions and also affirms that they are familiar with these conditions, accepts these conditions, and is providing the monetary contribution in accordance with these conditions.

**2. DEFINITIONS AND INTERPRETATIONS**

- 2.1 The terms stated below, where used in these Conditions and given in capital letters, have the following meaning:

<b>Donation</b>	refers to a monetary contribution – a sum in whole Czech crowns, American dollars, Euros, or British pounds, which is registered to the Collection Account by the Provider as part of the Public Collection;
<b>Form</b>	means an electronic donation form available on the Website that can be used to provide Donations as part of the Public Collection;
<b>Conditions</b>	means these operating conditions of the website <a href="http://www.pianadoskol.cz">www.pianadoskol.cz</a> pertaining to Donations provided as part of the Public Collection;
<b>Website</b>	means the website <a href="http://www.pianadoskol.cz">www.pianadoskol.cz</a> used to collect Donations from Providers;
<b>Provider</b>	means a natural person or juridical person who has provided a monetary contribution (Donation) as part of the Public Collection by sending their own electronic donor form, which has been processed by the web system and the relevant funds subsequently registered to the Collection Account;
<b>Operator</b>	means the operator of the website <a href="http://www.pianadoskol.cz">www.pianadoskol.cz</a> and also the owner of the Collection Account, who is:

**The Karel Komárek Family Foundation**, Company ID No.: 06212093, with registered office Vinohradská 1511/230, Prague 10, Postal Code 100 00, registered with the Register of Foundations administered by the Municipal Court of Prague under file no. N 1525.

**Contact person for the Operator:**

Luboš Veselý, director of the Karel Komárek Family Foundation

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Email: [lubos.vesely@komarekfoundation.org](mailto:lubos.vesely@komarekfoundation.org);

- Recipient** means a requester who may be an arts elementary school or an elementary school that the Operator as a foundation has selected from among the requesters as part of the grant appeal “*Piana do škol*” [“Pianos for Schools”] and has decided to designate as a recipient of a Donation as part of the Public Collection;
- Collection Account** means the special bank account no. 5522932/5500, administered by Raiffeisenbank a.s., which has been opened for the purposes of conducting the Public Collection;
- Contract** means a Contract for Providing a Monetary Contribution to a Public Collection entered into between the Provider and the Operator on the basis of which the Provider is providing a Donation for use for the established public benefit purpose as part of the Public Collection;
- The Contract is executed at the moment the funds of the Donation are registered to the Collection Account.
- Public Collection** means the public collection carried out by the Provider during the “Pianos for Schools” project for the purpose of obtaining monetary contributions to support the education of children, youth, and adults in the artistic field by providing schools with material equipment in the form of musical instruments;
- This Public Collection is operated on the basis of a permit awarded by the Magistrate of the Capital City of Prague on 15 November 2020 for an indefinite term.

**3. PROVIDING DONATIONS AND THEIR CONDITIONS**

- 3.1 Donations are provided by the Provider on to a special Collection Account from which they are distributed to the relevant Recipients.
- 3.2 A Form is available at the Website for the Provider containing the following information:
- Provider’s first and last name
  - amount of Donation
  - optional*: name of one or more Donation Recipients
  - optional*: whether the Provider consents to the publication of their personal data in the scope of *first name, last name, email address*, as the person who provided Donation as part of the Public Collection.
- 3.3 In the Form the Provider is able but not obligated to select a Recipient to whom they wish to provide a Donation as part of the Public Collection. For each Recipient the targeted amount is stated. If the target amount is reached for a specific Recipient, the account of this Recipient will be deactivated. The Provider may therefore only choose from Recipients for whom the Public Collection is still in progress, i.e. for whom the target financial amount has not yet been reached. If, however, the Operator receives a payment to the account of a Recipient even after deactivating that account, this amount will be provided to the Recipient in question in the form of a foundation grant.
- 3.4 The Provider may select from among the Donation Recipients as follows:
- only one Recipient: In this case the entire amount of the Donation will be registered to the account of the selected Recipient;
  - multiple Recipients in this case the Donation will be registered to the account of the

Recipients chosen by the Provider at their own discretion; the Provider in this case is therefore always required to state the specific amount allocated to each of the Recipients selected;

- no Recipient: in this case the entire amount of the Donation will be equitably distributed via the Website among all Recipients participating in the Public Collection, specifically among all active Recipients for whom the target financial amount has not yet been reached.

- 3.5 The Provider shall also state the desired amount to be allocated for a given Recipient. The Provider will choose from amounts recommended by the Operator within the Form or may select their own full amount.
- 3.6 Upon submitting the Form the Donation is recorded and once the pledged amount is provided, i.e. paid, the Contract is executed. No written Contract is provided or generated from the website for individual Donations.
- 3.7 Donations may be provided by the Provider via any of the payment methods enabled within the Website, namely:
  - payment by transfer to the Collection Account; or
  - payment by credit card online via the payment portal.
- 3.8 The Provider acknowledges that providing the Donation does not entitle the Provider to the use of any trademarks, trade names, company logos, or other elements of the intellectual or industrial property of the Operator, nor those of the Recipients or other parties.

#### **4. RULES FOR HANDLING DONATIONS**

- 4.1 The Operator receives Donations provided via the Portal to a special Collection Account separate from other funds and manages them on this account until the moment they are handled in accordance with these Conditions.
- 4.2 The Operator is bound by the instructions of the Provider with regard to the Recipient of the Donation. The Operator therefore undertakes to transfer the Donation received to the account of the Recipient designated by the Provider.

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

- 5.1 The Provider acknowledges that the Form they have completed will be delivered to the Operator, i.e. the Karel Komárek Family Foundation, and that the personal data stated in the Form will be processed by the Operator in accordance with the declaration on personal data protection and the use of cookies, which are stated on the website of the Operator under the following [link](#).

#### **6. CONFIRMATION OF DONATION**

- 6.1 The value of the Donation provided to the Public Collection may be deducted by the Provider from their tax base under the prerequisite that the conditions of Act No. 586/1992 Coll., on Income Tax, as amended (hereafter the “**Income Tax Act**”) are met, in particular the provisions of Section 15 para. 1 of the Income Tax Act for natural persons and the provisions of Section 20 para. 8 of the Income Tax Act for juridical persons.
- 6.2 If the Provider selects the option in the Form for the issue of a Confirmation of Donation, the confirmation will be sent to them by the Operator no later than within 30 calendar days of the registration of the Donation to the Collection Account to the email address stated by the Provider in the Form. The confirmation shall state the purpose for which the Donation was received.  
Any other information related to the Donation or the Public Collection will be sent to the email address stated.
- 6.3 The Provider also confirms that all data provided about the Provider is truthful and that the Provider is truly the party who has provided the monetary contribution (Donation) and is the authorized recipient of the Confirmation of Donation for tax purposes.

6.4 By providing the Donation, the Provider also declares that the funds provided proceed from legal sources.

## **7. FINAL PROVISIONS**

7.1 These Conditions and all rights and obligations established from them and/or in association therewith are governed by the law of the Czech Republic, in particular Act No. 117/2001 Coll. on Public Collections and the amendment of certain related acts (the Act on Public Collections) as amended.

7.2 If any provisions of these Conditions or any part thereof is shown to be invalid, inapplicable, or unenforceable, this shall not affect the validity, applicability, or enforceability of the Conditions as a whole nor their remaining provisions or any part thereof.

7.3 These Conditions shall take effect and come into force on 20 November 2020.