

General Terms and Conditions for the Use of the SPARTA.CZ Website

(hereinafter referred to as “the Terms and Conditions”)

I.

Introductory provisions

1. The present Terms and Conditions regulate the access to the content and services on the web pages situated on www.sparta.cz (hereinafter referred to as “the Website”) operated by the company “AC Sparta Praha fotbal, a.s.”, having its registered office at Tř. Milady Horákové 1066/98, 170 00 Prague 7, Company Reg. No.: 46356801 (hereinafter referred to as “the Operator”).

II.

Copyright

1. The materials published on the Website have usually nature of a copyright work and as such they are subject to protection in accordance with the Act no. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act). The Operator is the holder of all copyrights relating to all the content which the Operator places on the Website, including texts, Website design, technical sketches, graphics, all pictures on the Website, as well as the selection and manner of arrangement of the files contained on the Website.
2. The users of the Website (hereinafter referred to as “the Users”) are only authorised to use the copyright works published on the Website for their own need. The publishing or dissemination of the content of the Website, or of any part thereof is forbidden. Modification or changing of the content of the Website or of any of its part is forbidden as well. The Users are only authorised to store or copy individual items of the Website content for personal purposes and only provided that such storage or copying is not excluded for the corresponding item either by an express prohibition or by software protection.
3. The use of copyright works published on the Website in mass media, including the use for news purposes, is forbidden except for the cases when the Operator provides its consent to such a use.
4. In the case when the User places any content on the Website or if they provide the Operator, through the Website, with any image, sound, text or audio-video material, by doing so the User grants to the Operator a licence to use such a content or material (if that material meets characteristics of a copyright work or if it is otherwise protected by the Copyright) for its publishing on the Website and provides the Operator with the right to connect that material with other works or materials and to modify it for the purpose of its publishing. The User is obliged to provide the Operator or to place on the Website only such content or material in the relation to which the User is authorised to provide the Operator with the rights mentioned in this paragraph. In the case of a breach of this obligation the User shall indemnify the Operator against any damage incurred by the latter in the context of such a breach.

III.

References to other websites

1. The Website contains references to other websites which are beyond the Operator's control. If the User visits any of these websites, they should get themselves familiar with their security, including the personal data protection terms and conditions. The Operator shall bear any responsibility for the procedures and policies of other websites and their operators.

IV.

Behaviour of the Users

1. While using the Website, the User is not authorised to interfere in safety of the Website, they cannot use the Website for transmission of malicious files and try to penetrate into the publicly inaccessible parts of the Website. The User is also obliged to comply with the Operator's copyright relating to the Website.

V.

Codes of third parties

1. The Website uses cookies. Detailed information about the use of cookies is described in a separate document which is published on www.sparta.cz/ochrana-soukromi.

VI.

Responsibility and applicable law

1. Possible risks implying for the User from the use of the Website are fully up to the User, and the Operator shall not bear any responsibility for them. All disputes arising in connection with the use of the Website shall be resolved by locally competent courts in the Czech Republic and in accordance with the laws of the Czech Republic.
2. Any provisions of the present Terms and Conditions which become unenforceable for any reason shall be considered as separable from remaining stipulations and shall be without prejudice to their validity and enforceability.

VII.

Other provisions

1. The Users shall take cognisance of the fact that the Operator may mark the selected content as premium. The access to the premium content is regulated also by the "General Terms and Conditions for Use of the Premium Content of SPARTA.cz".
2. The Operator is authorised to change the present Terms and Conditions. It shall publish information on such changes in the Website at least 10 days before the effective date of the change.
3. The Operator is authorised to interrupt or terminate operation of the Website, their individual sections or parts and provision of services through the Website at any time.
4. The Operator operates the Website on the basis of its own decision and in the form and functional extent specified by it. The Operator states that in spite of the care which it dedicates to the Website and security of its operation it is not possible to exclude their temporary, partial or complete non-functioning. Such non-functioning, regardless of its extent and duration, does not establish any entitlement of the Users or third parties to liquidated damages or provision of any discount or substitutive performance.

The present Terms and Conditions shall enter into force and become effective on 23 May 2018.