

COMMERCIAL TERMS AND CONDITIONS
for short term marketing event of O2 TV services
„O2 TV Jaro 2007“

Article 1
Preamble

1. Telefónica O2 Czech Republic, a.s. with registered office at Olšanská 55/5, 130 34 Praha 3, IČ 60193336, DIČ CZ60193336 recorded in Company Register of City Court in Prague, Section B, Entry 2322 (hereinafter „Provider“) is opening a special time-limited offer of services called O2 TV Zábava and O2 TV Kino incl. customer equipment (modems and set-top-boxes). In connection with the offer in order to secure relevant commercial relations the Provider issues the following

COMMERCIAL TERMS AND CONDITIONS FOR SHORT TERM MARKETING EVENT
„O2 TV Jaro 2007“

2. The Commercial Terms & Conditions for short term marketing event „O2 TV Jaro 2007“ (hereinafter „OP“) define - in the context of the opening of the provision of O2 TV services - all necessary procedures and conditions to apply for the installation of O2 TV Zábava and O2 TV Kino within this marketing event incl. relevant bonuses.

Article 2
Description of Offer

1. The Provider enables all applicants who place their applications for the installation of O2 TV Zábava (option incl. 12-month commitment) or O2 TV Kino (option incl. 12-month commitment) from 15 January 2007 till 31 March 2007, the following bonuses:
 - a) To use the service for the first 30 days from installation at one (1) CZK, VAT exclusive (CZK 1,19 VAT inclusive)
 - b) To use a complementary service, O2 TV Zábava plus or O2 TV Kino plus, for the first 30 days from installation at one (1) CZK, VAT exclusive (CZK 1,19 VAT inclusive)
 - c) To get O2 TV activated at one (1) CZK, VAT exclusive (CZK 1,19 VAT inclusive)
 - d) To order a discount modem for O2 TV from the Provider's current portfolio displayed at <http://www.cz.o2.com/> or available at the brand shops of Telefónica O2.
 - e) To watch, during the first 30 days from service installation, the first movie of the O2 TV videotheque (category Film hits) at one (1) CZK, VAT exclusive (CZK 1.19 VAT inclusive)
 - f) To use a complementary service called “Access to TV archive” at one (1) CZK, VAT exclusive (CZK 1.19 VAT inclusive) for the maximum duration of 12 months from service installation

- g) To use basic customer equipment (set-top-box) at monthly rent of one (1) CZK, VAT exclusive (CZK 1.19 VAT inclusive) for the maximum duration of 12 months from service installation
2. The offer set out in point 1 can only be used by applicants whose technical conditions allow the installation of O2 TV as of the day of application.
 3. The offer set out in point 1 can only be used by applicants who have no O2 TV service installed on their fixed line as of day of service installation.
 4. After the expiry of 30 days from installation of O2 TV service the usage of the service will be charged in a standard form in accordance with the applicable Price List of O2 TV services.

Article 3

Installation conditions

1. The installation of O2 TV services specified in Article 1, item 2a), 2c) under the Terms and Conditions can be applied for by any natural or legal entity that meets the conditions set out in Article 2, or by an authorized deputy hereof.
2. An authorized deputy of a current or future customer means a person delegated on the basis of power of attorney to act on behalf of the customer, documented through an identification pass and/or relevant extract from Company Register in the case of corporate entity
3. The application / request for the installation of the O2 TV service with a 12-month commitment as well as for the application of bonuses under Article 2 point 1 d); f); g) under these Terms and Conditions can be placed via the call center, freephone line 800 020202. Alternatively, applications can be filed at a local sales point, the brand shop of Telefónica O2 and via the Internet, web site <http://www.cz.o2.com/>. Bonuses under Article 2, point 1 a); b) and c) hereunder will be automatically applied by the Provider at the time of the installation of O2 TV (option with 12-month commitment). Bonus set out in Article 2 point 1 e) hereof will be applied after the customer compliant with the Terms and Conditions has ordered watching of a movie within a 30-day period from the installation of O2 TV.
4. A prerequisite for enjoying the benefits derived from the offer under these Terms and Conditions is the timely and correct delivery of the application/request for installation to the Provider i.e. within a time period set out for each case in Article 2, point 1 hereof. The "D" day for the application is the date of delivery of a complete and correct application form to the Provider.
5. One applicant can use the offer specified in the Terms and Conditions, Article 2 point 1 hereof for a multiple of basic analogue or EuroISDN2U lines.
6. In the case the Contract for O2 TV Zábava or O2 TV Kino installed under these Terms and Conditions is terminated before the expiry of the 12 months period due to reasons on the customer part, the customer shall pay without undue delay the following arrears of service charges:
 - a) Monthly usage charges of O2 TV Kino for one month-period reduced by one (1) CZK, VAT exclusive (CZK 1.19 VAT inclusive);
 - b) The rest of O2 TV service activation charges i.e. for the rest of the 12-month period from service installation, on a pro-rata basis for each initiated month of service until the end of the commitment of CZK 500 excl. VAT (CZK 595 incl. VAT);

- c) Amount of amount of arrears worth the difference between the standard price of a O2 TV modem and the actual purchase price of a discount O2 TV modem from the provider's portfolio;
 - d) Amount of arrears worth CZK 70 excl. VAT (CZK 83,30 incl. VAT) for the watching of a movie from the O2 TV videotheque (Category Film hits) if relevant;
 - e) Arrears from the usage of "Access to TV archive", i.e. difference between the standard (non-discounted) price of the service under the Price List and the actual purchase price of the service in the contract period.
 - f) Arrears from the renting of basic customer equipment (set-top-box) i.e. difference between the standard (non-discounted) rental of the service under the Price List and the actual rental of the service in the relevant renting period.
7. The installation of O2 TV services under these Terms and Conditions shall be delivered depending on the technical conditions of the Provider taking into account the time order of placing the application/s.
8. The deferral of service installation or the purchase of customer equipment at a discount rate at the request of the customer is not acceptable
9. In accordance with the General Terms and Conditions for the Provision of Public Electronic Communications services (hereinafter referred to as VP) the Provider reserves the right to refuse signing of the contract of installation of the O2 TV services, especially if he suspects that the applicant may not observe the terms and conditions set forth in the VP (e.g. outstanding debt or overdue payments).

Article 4

Price conditions

The price list of the offered O2 TV services effective from 15.1.2007 till 31.3. 2007 constitutes an integral part hereof.

Article 5

Final provisions

1. These Terms and Conditions come into effect from 15 January 2007
2. From the signature of the Contract for installation of service O2 TV Zábava or O2 TV Kino within the O2 TV Jaro 2007 event, the Terms and Conditions become an integral part of the Contract and the Technical Service Specifications
3. All legal relations not described in these Terms and Conditions, are governed by the General Terms and Conditions, the Operating Conditions for the Provision of Public O2 TV service and the General Claiming Rules issued by the Provider.
4. The Provider shall be entitled to amend and modify these Terms and Conditions in the case of change of technical, operating, commercial and organizational conditions on the part of the Provider or due to changes of universal legislative regulations. Changes to the Terms and Conditions that do not affect

the customers of the time-limited offer come into force as of the date of being published at the Provider's web site, www.cz.o2.com.

5. The Terms and Conditions will be available at all customer points.

In Prague, 14 January 2007

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