

# COMMERCIAL AND CONTEST TERMS AND CONDITIONS for short-term marketing event for O2 TV services “O2 TV Zima 2006”

## Article 1 Preamble

1. Telefónica O2 Czech Republic, a.s., with the registered office at Olšanská 55/5, 130 34 Praha 3, Registration No. 60193336, Tax Registration No. CZ60193336, recorded in the Company Register of the City Court in Prague, Section B, Entry 2322 (hereinafter the “Provider”) issues a special time-limited offer oriented on the services O2 TV Zábava and O2 TV Kino and the current offer of end user equipment (modems and set-top-boxes). In connection with the offer, in order to secure relevant commercial relations the Provider issues the following

### COMMERCIAL AND CONTEST TERMS AND CONDITIONS FOR SHORT TERM MARKETING EVENT “O2 TV Zima 2006”.

2. The Commercial and Contest Terms and Conditions for the short-term marketing event “**O2 TV Zima 2006**” (hereinafter “T&C”), set out, in connection with the start of the provision of O2 TV services, particularly procedures and conditions for the placement of an application for installation of O2 TV Zábava and O2 TV Kino within the marketing event and placement of the requirement for bonuses related to the installation.

## Article 2 Description of offer

1. The Provider enables all applicants who place their applications for installation of O2 TV Zábava in the option with the 12-month commitment or O2 TV Kino in the option with the 12-month commitment from **1 November 2006 until 31 December 2006** to receive the following bonuses:
  - a) Use of O2 TV Zábava or O2 TV Kino for the period of the first 30 days from the installation of the respective service at the price worth 1 CZK excl. VAT (1.19 CZK incl. VAT);
  - b) Activation of O2 TV Zábava or O2 TV Kino at the price worth 1 CZK excl. VAT (1.19 CZK incl. VAT);
  - c) Installation of O2 TV Zábava or O2 TV Kino at the price worth 1 CZK excl. VAT (1.19 CZK incl. VAT);
  - d) The option of ordering a modem for O2 TV at a discount price from the Provider’s current offer specified at <http://www.cz.o2.com/> or at the brand stores of Telefonica O2.
  - e) Use of an additional service Access to the TV programme archive of ČT1 and ČT2 at a monthly price worth 1 CZK excl. VAT (1.19 CZK incl. VAT), for no longer than 12 months from the installation of O2 TV Zábava or O2 TV Kino;
  - f) Rental of the basic end user equipment (set-top-box) at a monthly rental fee that represents 1 CZK excl. VAT (1.19 CZK incl. VAT), for no longer than 12 months from the installation of O2 TV Zábava or O2 TV Kino.
2. The Provider enables the applicants who place their requirement for the installation of O2 TV Zábava in the option with the 12-month commitment or O2 TV Kino in the option of the 12-month commitment from **6 November 2006 until 24 December 2006** to participate in the knowledge contest for 20 LCD TVs per day (hereinafter the “Contest”). The contest question reads as follows:

**“What is the height of the tallest transmission tower in the Czech republic through which Telefónica O2 transmits the television or GSM signals?”.**

3. All natural persons older than 18 years may participate in the Contest with the delivery address in the Czech Republic, who place their requirement for the installation of O2 TV Zábava in the option with the 12-month commitment or O2 TV Kino in the option with the 12-month commitment **from 6 November 2006 until 24 December 2006** and answer the contest question in the manner set out by these T&C.
4. The contest prize is a **LCD television by Philips**.
5. The contestants who meet the terms set out in item 3 shall be included in the Contest round according to the date specified on the order of O2 TV service. The Contest round is every calendar day starting from 6 November 2006 until 24 December 2006. The evaluation of Contest rounds shall take place regularly, usually once a week.
6. The contestant shall send the answer to the contest question in the form of SMS, the format of the text: **the number of fixed line O2TV answer to the contest question (example: xxxxxxxxx O2TV 5678)** at the telephone number 720 001 002. The number of the fixed line is the number at which the O2 TV service is installed. The answer to the contest question shall be specified in the unit of metres (without decimal numbers). The contestant has to send the answer to the contest question the same day when the O2 TV order was placed.
7. In each Contest round the winners are 20 contestants whose answer to the contest question was the closest to the correct answer within the Contest round. In case of the identical answers, the time of sending the SMS containing the answer to the contest questions decides about the winner. The contestant whose SMS was sent earlier, has priority over the contestant whose answer was sent later.
8. The Provider shall contact the winners by phone at the telephone line which is specified during the ordering or through SMS at the same number, no later than within one month from the day of the Contest termination, i.e. by 24 January 2006 at the latest. The prizes will be sent to the winners by post at the address specified during the purchase or the ordering of the O2 TV service. Should the winners not be reached at the time of delivery, their prize will be deposited at the post office in a standard manner and the winners will be notified of it. Should the winners not collect their prize in the deposit period, they lose their entitlement to the prize on the day when the prize is delivered back to the Provider. In such a case the Provider is entitled to decide about selecting an alternative winner.
9. The offer set out in items 1 and 2 may be used only by the applicants whose technical conditions allow the installation of the services O2 TV Zábava or O2 TV Kino at the moment of filing the request for the service installation (the moment of placing the order). The applicants whose technical conditions do not allow the installation of O2 TV Zábava or O2 TV Kino as of the above-said moment, will be excluded from the Contest.
10. The offer set out in items 1 and 2 may be used only by the applicants who have none of the O2 TV services installed over their telephone lines as of the day of filing the request for the service installation.
11. After expiration of 30 days from the time of the installation of O2 TV Zábava or O2 TV Kino the price of the service use will be charged in compliance with the relevant Price List of O2 TV services as a standard price of the use of the respective service.

### **Article 3**

#### **Other conditions**

1. The installation of O2 TV Zábava or O2 TV Kino based on these T&C can be applied for by any natural or legal entity that meets the conditions set out in Article 2 or by an authorized deputy.

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 excerpt from Company Register in the case of corporate entity.
3. The requirement for the installation of O2 TV Zábava or O2 TV Kino in the option with the 12-month commitment as well as the requirement for the bonuses under Article 2, item 1 d), f) and g) of these T&C is placed via the call centre line 800 020202 free of charge. The applications can be filed, either in person or in writing, at Telefónica O2 Czech Republic's local sales point as well as via the Provider's Internet websites, <http://www.cz.o2.com/>. The bonuses under Article 2, item 1, a), b) and c) of these T&C will be provided by the Provider automatically together with the installation of O2 TV Zábava or O2 TV Kino in the option with the 12-month commitment when meeting all terms of these T&C. The bonus under Article 2, item 1, e) of these T&C will be provided by the Provider automatically once the customer, who met the terms hereunder, orders watching of the respective film in the period of 30 days from the installation of O2 TV Zábava or O2 TV Kino.
4. A prerequisite for enjoying the benefits of the offer hereunder is the timely and correct delivery of the application/request for installation to the Provider i.e. within a time period specified in Article 2, item 1, of these T&C. 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 Article 2, item 1, these T&C, for the parallel installation for more basic telephone lines or euroISDN2U lines.
6. Should the contract of O2 TV Zábava or O2 TV Kino services installed under these T&C be terminated before the expiration of the period of 12 months from the day of the installation for reasons caused by the customer, the customer is obliged to pay the following additional charges to the Provider without undue delay:
  - a) Additional charge in the amount of one monthly price of the use of O2 TV Zábava or O2 TV Kino reduced by 1 CZK excl. VAT (1.19 CZK incl. VAT);
  - b) Additional charge for the activation of O2 TV Zábava or O2 TV Kino for the period remaining until the expiration of 12 months from the day of the installation, in the proportionate amount for each initiated month remaining until the expiration of the commitment from the amount of 500 CZK excl. VAT (595 CZK incl. VAT); The table of additional charges is stipulated in the price list of the special offer;
  - c) Additional charge of the installation of O2 TV Zábava or O2 TV Kino for the time remaining until the expiration of 12 months from the day of the installation, in the proportionate amount for each initiated month remaining until the expiration of the commitment from the amount of 1,510 CZK excl. VAT (1,796.90 CZK incl. VAT); The table of additional charges is stipulated in the price list of the special offer;
  - d) Additional charge in the amount of the difference between the standard price of the O2 TV modem and the actual discount purchase price paid for the O2 TV modem from the Provider's offer;
  - e) Additional charge for the use of the additional service Access to the TV archive of ČT1 and ČT2 programmes in the amount of the difference between the standard (undiscounted) price under the Price List of O2 TV for the time of the effectiveness of the contract and the actually paid discount price for the use of the service for the period of the contract effectiveness;
  - f) Additional charge for the rental of the basic end user equipment (set-top-box) in the amount of the difference between the standard (undiscounted) rental under the O2 TV Price List for the time of the contract effectiveness and the actually paid discounted price of the rental for the time of the rental duration.

Further, in this respect the customer is obliged to return the prize, if he became the winner of the Contest hereunder.

7. The installation of O2 TV hereunder shall be delivered depending on the technical conditions of the Provider taking into account the time order.

8. The deferral of the installation of O2 TV Zábava or O2 TV Kino or of the purchase of a discounted end user equipment upon 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, the Provider is entitled to refuse signing of contract for the installation of O2 TV Zábava or O2 TV Kino specifically if it suspects that the applicant may not observe the terms and conditions set forth in the General Terms and Conditions for the Provision of Public Electronic Communications services (e.g. due to payment insolvency).
10. The persons in the employment or similar relations with the Provider or with the agencies authorised to secure the Contest and these persons' family members, i.e. relatives in the direct generation, i.e. husbands/wives, brothers or sisters, are excluded from the Contest.
11. All orders and answers to the contest question that shall not meet in any manner the terms hereunder are excluded from the Contest. The contestants whose orders and/or answers to the contest question will be excluded from the Contest will be excluded from the Contest as well. Further, all contestants who do not meet these T&C in any manner are excluded from the Contest, too.
12. The Provider reserves the right to replace the declared prizes with the prizes of a similar type and adequate value and to amend the terms of the prizes delivery provided that the prizes are not provided to it in the manner that they could be delivered to the winners in compliance with these T&C; further, the right to change any time the rules of the Contest, including the period of its validity or to terminate the Contest.
13. The prizes cannot be changed for cash; neither an issue of another prize than that stipulated by the Provider can be required.
14. The Provider shall not be liable for the non-delivery of the notification of the prize in case of a change of the telephone number of the winner or unavailability of the winner at the telephone line specified to the Provider. The Provider shall not be liable for the non-delivery of the prize in case of the changed address of the winner if such a change was not announced to it properly and in time, and also if the winner is not reached at the time of the prize delivery and does not collect the prize within the deposit period.
15. The Provider's liability for potential defects of the prize is regulated by the relevant provisions of the Civil Code.
16. The Provider shall secure payment of the potential victory tax that is levied on the prizes under the relevant legal regulations.

## **Article 4**

### **Price conditions**

The necessary part of the T&C is the price list of the special offer of the electronic communications service O2 TV effective from 1 November 2006 until 31 December 2006.

## **Article 5**

### **PERSONAL INFORMATION**

Participating in the Contest every contestant:

- a) In keeping with Act No. 101/2000 Coll., Act No. 40/1995 Coll. and Act No. 480/2004 Coll. as amended, issues to the Provider a consent to the processing of their personal data in the following extent: the name, surname, address, telephone number, or other information specified in the order, for the purposes of verification of the relevant participation in the Contest and awarding of the Contest prize, for the period of 1 year from the termination of the Contest; further, to the disclosure in

the following extent: name, surname, incomplete address of the residence (municipality) in the media and at the website of the organiser in relation to the provision of information on the Contest, and to the information disclosure to the contractual partners of the Provider in order to verify the identity of the winner when awarding the prize. The contestant also issues consent to processing of the personal data in the full extent and for the purposes said above also through third persons authorised by the Provider, especially the company authorised to organise the Contest. The Provider is entitled to include also other personal data of the contestant in this personal information. Provision of personal data is voluntary. The contestant has the right to withdraw the consent, in writing, at the address of the registered office of the Provider and in compliance with the rights under Section 21, Act No. 101/2000 Coll., i.e. particularly the right for access to the data that concerns the contestant and the right to correct it, block it or require that it is liquidated, as well as the right for an apology, money compensation, if the contestant's right for the human dignity, the credit and good reputation or right for protection of the name was breached by the conduct of the administrator or by the processor. The withdrawal of the consent is effective at the time of the delivery to the Provider and shall result in the elimination of the contestant from further participation in the Contest, including the loss of the entitlement to the prize, if delivered before the prize awarding;

- b) Issues, to the Provider, in accordance with Section 12, Civil Code, as amended, consent to using of their photos, written work, pictures and sound records related to the contestant and his habits acquired by the Provider in connection with the Contest and awarding of the prize (hereinafter the "picture") for the commercial purposes in all communication media regardless their nature and purpose in all manners, to the pictures' modification and to the pictures' potential connection with other works or inclusion in the collected works. The contestant issues to the Provider this consent free of charge, without any factual, time, quantity or territorial limitations and may withdraw it any time. This consent applies also to third parties to whom the Provider provides this picture under the picture purpose.

## Article 6 Final provisions

1. These T&C come into effect on 1 November 2006.
2. By signing the Contract for installation of O2 TV Zábava or O2 TV Kino within the event **O2 TV Zima 2006**, the T&C become an integral part of the Contract concluded and the Service Technical Specifications.
3. The legal relations not regulated by the T&C are governed by the General Terms and Conditions for the Provision of Public Electronic Communications services, Operating Conditions for Provision of Public Electronic Communications service O2 TV and the General Claiming Policy issued by the Provider.
4. The Provider shall be entitled to amend and modify these T&C 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 of T&C that do not affect the customers subject to the time-limited offer become effective as of the date of placement at the Provider's web site, [www.cz.O2.com](http://www.cz.O2.com).
5. The T&C will be available at all customer points of the Provider.

Prague on 31 October 2006



For and on behalf of Telefónica O2 Czech Republic, a.s.:

Andrei Marc Torriani

Chief Consumer Marketing Officer  
Telefónica O2 Czech Republic, a.s.