

Terms and conditions for using the Bohuslav Martinů Foundation website

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

Prior to using the Bohuslav Martinů Foundation website, placed on the internet server www.martinu.cz, please read carefully these Terms and Conditions. By entering the Bohuslav Martinů Foundation website and/or by using it, you agree to the Terms and Conditions specified below, which every user of the website is obliged to comply with.

I. Copyrights

1. The proprietor and operator of the website placed on the internet server www.martinu.cz (hereinafter referred to as the “website”) is the **Bohuslav Martinů Foundation**, Reg. No. 452 48 061, address: Bořanovická 1779/14, 182 00, Praha 8, Czech Republic, registered in the foundations register maintained at the Municipal Court in Prague, Section N, Rider 34 (hereinafter referred to as the “Foundation”), which pursuant to Act No. 121/2000 Coll., on copyright, on rights relating to copyright and on modifications of some Acts, as amended (hereinafter referred to as the “Copyright Act”), is entitled to exercise the property copyrights to this website.

2. All the material on this website, including the texts, website design, logos, graphics, all the images on the website, as well as the selection and layout of the files contained on this website, is subject to protection pursuant to the Civil Code, the Copyright Act, etc. No one else but the Foundation is entitled to exercise the property copyrights to the website and its contents. Regardless of the aforementioned, some of the materials or texts on this website (particularly trademarks, logos, artistic designs, etc.) may be owned by third parties and the Foundation has displayed them on the basis of the prior consent of their proprietor; in such cases they can enjoy protection according to the respective legal regulations stipulating the protection of intellectual property rights.

II. Use of the website

1. Use of the website is governed by the valid legal regulations of the Czech Republic. When using the website, the user is obliged to act solely in compliance with legal regulations, good manners and these Terms and Conditions, and is not entitled in any manner to discredit the Foundation, do damage to the good name and reputation of the Foundation, this website and its contents or other users of the website.

2. Without the prior written consent from the Foundation, neither the website nor its contents can be used otherwise than for one’s own needs (both in its entirety and its individual parts). It is above all forbidden in any manner to change, copy, download, disseminate otherwise or reproduce the contents of the website. Any use of the website, including its contents (with the exception of the first sentence of this provision) must be subject to prior approval on the part of the Foundation granted in accordance with the Copyright Act and other respective legal regulations. Access to the website and its use is free of charge.

3. As the proprietor of the website, the Foundation explicitly forbids the users of the website as follows:

- In any manner to interfere with the technical essence of the website;

- In any manner to interfere with the contents of the website; no one else but the Foundation is entitled to decide on changing, removing or amending any part or contents of the website;
- In any manner to interfere with the security of the website or otherwise abuse the website;
- To make use of the website for sending spam and chain mails;
- To send to the website email containing viruses or any types of malicious programs (malware);
- To create false emails with the aim to forge the identity of the sender;
- To attempt to acquire access to the website sections that are not intended for public use;
- To propagate on the website any news or materials violating the legal regulations of the Czech Republic.

III. Liability of the Foundation

All the information provided on the website is of an informative nature only and is intended for public use. The Foundation is not responsible for the correctness and updated nature of the information published on the website. The Foundation makes the utmost efforts to ensure that the information published on the website is reliable and accurate. The Foundation bears no liability for damage that may be incurred in connection with using the website.

IV. Links to other websites

The Foundation bears no liability for the advertising, or other forms of promotion, carried out by any third party through the medium of the website. Neither does the Foundation bear any liability for the contents of the websites of the third parties that can be visited by means of the links placed on their websites.

V. Changes in the website contents

The Foundation reserves the right to change or otherwise amend the extent or contents of the website, or terminate the operation of the website, without prior notification.

VI. Use of cookies

Cookies are the information that has been saved from the internet on the hard disk of the user's computer. Cookies allow for websites to remember some of the information that makes it easier for the user to further use them. The website of the Foundation makes use of cookies so as to accommodate the website to the needs of the user. If the user does not wish to use cookies or if the user wishes to be informed of using cookies by the internet browser, the user must select the respective option in his internet browser. Should the user block all the cookies, he may not be able to use some of the functions of this website.

VII. Personal data protection

1. The Foundation does not rule out that access to some of the parts of the website or acquiring specific content of the website may be conditioned on the user providing certain personal data in accordance with Act No. 101/2000, on personal data protection, as amended, and possibly other Acts too. In such a case, the Foundation undertakes to treat the personal

date provided by the user in compliance with Act No. 101/2000, on personal data protection, as amended, and other legal regulations.

2. In connection with the possible personal data collection as mentioned above, the Foundation undertakes to use the provided personal data exclusively in compliance with the purpose for which the data have been provided, to preserve the provided personal data in a secure manner and protect it against unauthorised interference by third parties, abuse, misappropriation and publication.

VIII. Final provisions

1. With the exception of these Terms and Conditions and the licence arrangements pertaining to the use of logos and emblems of the Foundation and photographs directly intended for use by a third party, publication of any data and information on the website does not possess the nature of a legal transaction aiming at the establishment of a legal relation between the Foundation and the user of the internet and this website (e.g. advertisements), unless stipulated otherwise in individual cases.

2. These Terms and Conditions are governed by the valid legal regulations of the Czech Republic. Any disputes that may arise in connection with the use of the website and its contents or in any other connection shall be resolved by the relevant and competent court of the Czech Republic in compliance with the laws of the Czech Republic.

3. These Terms and Conditions can only be changed or amended by the Foundation. The Terms and Conditions of using the website came into force and effect on the day of their publication. The Terms and Conditions were made public on 7 May 2015.

IX. Licence arrangements

1. The website contains the official logos of the Foundation (particularly the trademark of the Bohuslav Martinů Foundation), which for the purposes of these licence arrangements are jointly referred to as the “Foundation Logo”; the website also contains photographs that for the purposes of these licence arrangements are jointly referred to as the “Photographs”.

2. The Foundation Logo and the Photographs, as well as all the other materials placed in any part of the website (including the texts, the website design, graphics, all the images on the website, as well as the selection and layout of the files contained in this website) – hereinafter referred to as the “Contents” – are subject to protection arising from the respective legal regulations on protection of intellectual property rights (particularly the Copyright Act, the Act on Trademarks, etc.). No one else but the Foundation is entitled to exercise the intellectual property copyrights to the Foundation Logo, the Photographs and the Contents, as well as the website itself.

3. The Contents placed on the website are accessible to the public free of charge. By downloading the Photographs or the Foundation Logo or the Contents of the website the user agrees to and undertakes to use the item acquired in this manner – the Photographs, the Foundation Logo or the Contents – solely in compliance with the valid legal regulations of the Czech Republic and good manners, and for the purposes and in a manner that shall not discredit the good name and reputation of the Foundation as their proprietor.

4. By downloading the Foundation Logo, Photographs or other material from the Contents, the user does not become their proprietor. The user is only entitled to use the downloaded materials for personal needs; any type of their public use (including in relation to third parties or commercial purposes) is only possible in compliance with the respective legal regulations and following the prior consent on the part of the proprietor.

5. The Foundation Logo, Photographs and Contents must not be used for other than exclusively personal needs (non-commercial purposes); the Contents, Foundation Logo and Photographs placed on the website must not be reproduced, modified, amended, transformed or interfered with otherwise and the materials modified, amended, transformed or affected otherwise must not be reproduced.

6. In the event that any of the aforementioned points have been breached, you acknowledge that:

- Such use of the Foundation Logo may be deemed damaging to the rights and due interests of the Foundation, and in such an event the Foundation is entitled to apply the available legal remedies provided by the respective legal regulations with the aim to protect the rights and due interests of the Foundation,
- Such use of any of the Photographs or texts of the Contents may be deemed damaging to the rights and due interests of the Foundation, and also may be deemed unauthorised interference with the personal rights of the natural person depicted on the Photograph or the person to whom the respective text pertains (papers of a personal nature), as stipulated by Act No. 89/2012, the Civil Code, as amended, or the copyright of the person who has created the respective text (the Copyright Act). In such an event, every natural person depicted on the respective Photograph is entitled to apply all the legal remedies provided by the valid system of laws for protection against unauthorised interference with the personal rights of the respective natural person, including the remedies of the penal law; similar rights also appertain to the person to whom the respective textual parts of the Contents of the website pertain.

7. In the event that the user intends to combine the Foundation Logo and/or a Photograph or a text from the Contents with an authorial work (literary or artistic), or another graphic material (a poster, invitation, presentation, programme of an event, etc.) in printed or electronic form, the Foundation reserves the right to ask the user to submit the intent of such an authorial work for prior approval; the user is also obliged to submit to the Foundation the intent of such an authorial work or its draft without having been previously asked by the Foundation.

8. No one else but the Foundation is entitled to modify or amend these licence arrangements.

9. These licence arrangements are governed by the valid legal regulations of the Czech Republic. Any disputes that may arise in connection with using the Foundation Logo and/or Photographs or texts from the Contents of the website shall be resolved by the relevant and competent court of the Czech Republic in compliance with the laws of the Czech Republic.

10. These licence arrangements came into force and effect on the day of their publication. These licence arrangements were made public on 7 May 2015.

X. Information on the website proprietor and operator

1. The proprietor and operator of the website www.martinu.cz is the Bohuslav Martinů Foundation, Reg. No.: 452 48 061, address: Bořanovická 1779/14, 182 00, Praha 8, Czech Republic.

2. The website is administered by Beledia Brokers s.r.o. Should you have any questions or encounter technical problems, please contact: Marek Srb, email: info@beledia.cz, tel.: 777 09 09 08