

I. Preamble

1.1 These General Terms and Conditions (hereinafter referred to as the “GTC”) apply to the sending of financial donations on the website [<https://www.happyheartsczech.org>] (hereinafter referred to as the “Website”). The purpose of these GTC is to define and specify the rights and obligations of the Happy Hearts Czech Foundation (hereinafter referred to as the “HHC”) on the one hand and the Donor on the other hand when providing financial donations to HHC through the Website.

II. Website Operator and Payment Details

2.1 The operator of the website [<https://www.happyheartsczech.org/>] and at the same time the account holder is:

The Happy Hearts Foundation with its registered office at Osadní 1318/13, Holešovice, 170 00 Prague 7, IČO: 061 69 708 registered in the Foundation Register of the Municipal Court in Prague, file number N 1505

2.2 HHC is not a VAT payer.

2.3 The bank account numbers for the provision of the donation are: 279766379/0300. The bank account is kept at Czechoslovak Commercial Bank, a. s., with its registered office in Prague 5, Radlická 333/150, ZIP code 15057, Company ID: 00001350.

III. Provision of Donations

3.1 For the purposes of these GTC, a Donor is understood to be a natural or legal person who voluntarily provides a monetary donation for the benefit of HHC as the donee, in one of the ways specified below in Article 3.3 of the GTC.

3.2 For the purposes of these GTC, a Donation is understood to be a monetary amount in the amount determined and donated by the Donor for the benefit of HHC as the donee.

3.3 Donors can provide Donations for the benefit of HHC in the following ways:

- a) By completing the donation form on the Website.
- b) Direct sending of funds constituting the Gift using the payment gateway located on the Website.
- c) By scanning the QR code and subsequently sending the Gift via mobile banking.

3.4 By providing the Gift, i.e. by sending funds in any of the ways listed in Article 3.3 of these GTC to HHC, the Donor concludes a donation contract with HHC as the donee under the conditions set out in these GTC and at the same time accepts these GTC without reservation.

3.5 The actual implementation of Donation payments according to Article 3.3 of these GTC is ensured through the payment portal darujme.cz, operated by the VIA Foundation, with its registered office at Dejvická 306/9, Dejvice, 160 00 Prague 6, IČ: 67360114, entered in the foundation register kept by the Municipal Court in Prague under file no. N 395 (hereinafter referred to as the „Payment Portal“) and under the conditions set out and listed on the payment portal darujme.cz, with which the donor agrees without reservation.

3.6 The provision of the Gift in favor of HHC is voluntary on the part of the Donor and the Donor is not entitled to any consideration or service.

3.7 The Donations provided in favor of HHC will be used by HHC in accordance with the purpose of establishment and the statute of HHC.

3.8 By providing the Gift in favor of HHC under the terms of these GTC, the Donor agrees and makes undisputed that the legal and factual implications of providing the Gift are fully understandable to him and that he also agrees with this without reservation and at the same time that the Gift is provided voluntarily on the basis of his free, genuine and serious will, not in distress or under disadvantageous conditions.

IV. Confirmation of donation

4.1 If the Donor ticks during the donation process that he wishes to receive a confirmation of the Donation, HHC undertakes to issue this confirmation and send it to the email address provided by the Donor, no later than 14 days from the date of the Donation being credited to HHC's bank account.

4.2 The Donor is responsible for the accuracy and completeness of the email address provided for the purpose of sending the confirmation of the Donation pursuant to Article 4.1 of these GTC.

V. Protection of personal data

5.1 HHC processes the personal data of the Donors in accordance with applicable legal regulations on the protection of personal data. Personal data is collected only for the purpose of issuing a confirmation of the donation and other communication regarding the donation. The Donor has the right to withdraw his consent to the processing of personal data at any time.

5.2 The Donor acknowledges and agrees that in the context of providing the Donation, the protection of personal data is also governed by the terms and conditions of the darujme.cz Payment Portal.

VI. Changes to the GTC

6.1 HHC reserves the right to update or amend these GTC at any time, but always in accordance with the legal regulation, the purpose of establishment and the statute of HHC. All changes to the GTC will be effective immediately upon their publication on the Website.

VII. Final provisions

7.1 The donation contract concluded between HHC as the donee and the Donor under the terms of the GTC shall come into force and effect at the moment of sending the Donation to HHC in one of the ways specified in Article 3.3 of these GTC.

7.2 Legal relations between HHC and the Donor shall be governed by the law of the Czech Republic.

7.3 If any provision of these GTC is found by a competent court to be invalid, apparent or unenforceable, such provision shall be deemed to be deleted from these GTC and the remaining provisions shall remain in force and effect, unless it follows from the nature of such provision or its content, or from the circumstances under which it was stipulated, that it cannot be separated from the remaining content of these GTC. In such a case, HHC undertakes to replace the invalid or ineffective provision of these GTC with another, valid and effective provision, the content and meaning of which best corresponds to the content and meaning of the original provision.

7.4 These GTC are valid and effective from 01. 03. 2024.