

# Terms and conditions of the Service Tesco Online Shopping

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## Tesco Online shopping

Owned by Tesco Stores ČR a.s., with its registered seat at Vršovická 1527/68b, Prague 10 Vršovice 100 00, Company Identification No.: 45308314, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B, Inset 1377 (hereinafter referred to as "**Tesco**").

### I. Service - description, conditions, restrictions

These Business Terms and Conditions (hereinafter the "**BTC**") set the rights and obligations for using the service Tesco Online shopping, available by means of <https://nakup.itesco.cz/> (hereinafter referred to as "**Service**") or also via mobile application Tesco Online nákupy. The provisions of these BTC are an integral part of the purchase contract.

**For Tesco Hned Service:** Tesco Hned Service cannot be used via mobile application Tesco Online nákupy.

The Tesco company presents goods on its website <https://nakup.itesco.cz/shop/en-CZ/> hereinafter the "**Website**") that any customer can order and purchase by means of the Service.

The goods displayed on the Website are related to a reference Tesco store and to an unregistered user; and only at the moment of proper registration the registered user is offered the goods in the premises assigned to the user, at the prices valid on Tesco Online shopping, which is a proposal to conclude a contract by Tesco.

The service is dedicated exclusively to individuals and households. The Service may be used solely by a natural person older than 18 years of age who agrees with the BTC, and registers at <https://nakup.itesco.cz/groceries/en-GB/> (hereinafter referred to as the "**Customer**"). A legal person or a natural person – entrepreneur may not become a customer; between a person under 18 years of age, a legal entity, or a natural person – entrepreneur and Tesco, the purchase contract shall be deemed as not concluded in the context of e-commerce.

A fee is charged for the service.

### II. Customer Registration, User account, Clubcard

#### 1. Registration form

By completing the registration form on the Website, the Customer will have access to his Tesco user account (hereinafter referred to as "**User Account**"). Customer may order goods from its User account.

During the Customer's registration on the Website and ordering of goods, the Customer is obliged to provide exact, precise, and true details. The Customer may register for the Service only once, based on the first successfully completed registration.

All subsequent registrations, unless there is another agreement between the Customer and Tesco, are considered invalid and the purchase contract does not arise from the order created from the duplicate account, even if such order is electronically confirmed to the Customer at the email address of his duplicate account.

In the event of a change of the Customer's details, it is obliged to report such a change without delay, either by means of a customer help line or by changing the details directly in its User account. The data provided by the Customer in the User Account and when ordering goods are considered by Tesco as correct. In order to cancel the registration, the Customer shall contact the [help line](#). Repeated creation and cancellation of the User Accounts by the Customer is considered a material breach of these BTC.

Customer acknowledges that the User Account may not be available at all times, especially with respect to the necessary maintenance of Tesco hardware and software.

## **2. Clubcard**

A Customer registered in the Tesco Clubcard loyalty programme may link his/her Clubcard account during registration for Tesco Online Shopping account on the Website. A Customer who does not have a registered Clubcard yet, may register for a Tesco Online Shopping account and may opt-in for a Clubcard which will automatically be added to the account. At the time of payment for received goods, the Customer's Clubcard account shall be credited by the number of points corresponding with the price of received goods valid at the time of delivery. Should the Customer not accept some of the goods in accordance with the BTC, or should it return the goods in the specified period, its Clubcard shall be debited by the number of points corresponding with price of returned goods valid at the time of delivery.

**For Tesco Hned Service:** For purchases made through the Tesco Hned Service, Clubcard points will be credited to the Customer's Clubcard account within one month of the relevant purchase. No other Clubcard benefits will be provided to Customers in respect of purchases made through the Tesco Hned Service. Clubcard Vouchers and Coupons cannot be used by Customers for Tesco Hned Service.

## **3. Termination of registration**

Tesco may suspend or cancel the registration of a Customer immediately if there is a reasonable assumption that the Customer in any way breaches these BTC, legal regulations, abuses the Service or other services or benefits provided by Tesco, tamper with the structure of the Tesco website or endanger its functioning. Registration also terminates upon termination of the Service by Tesco. The termination or cancellation of registration does not affect those provisions of the BTC which, by their nature, persist. The Customer may request cancellation of his/her registration via any of the contacts available on the <https://itesco.cz/kontakty/> website or can do it themselves via the Tesco Online nákupy mobile application after logging in and selecting the menu point 'Closure of Tesco Account permanently'.

## **4. Security of the User account**

During the registration process the Customer creates a password to its User account. The Customer is obliged to keep its password confidential and not to share it with other people. The Customer is fully liable for all actions performed on behalf of its account. The Customer is obliged to inform Tesco without delay of any suspicion of abuse or confidentiality breach of its password to a third party. Tesco accepts no liability to the Customer for damage caused by disclosure or abuse of its password.

## **III. Website**

### **1. Protection of Intellectual Property Rights**

The owner and operator of the Website is the company Tesco that may exercise property rights to the Website in accordance with Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright, as amended. Tesco possesses all copyright to its own content, including Website visualisation and design, all displays on this Website as well as a database on the Website of the Service.

The photographs of the goods displayed on the Website are illustrative in nature, used exclusively for the presentation of the goods and may differ slightly from the actual appearance of the goods.

All information provided on the Website, including trademarks, photographs, descriptions and applications, is protected by law. Any unauthorized use, in whole or in part, constitutes an infringement.

### **2. Use, Management and Availability of the Website**

Any person visiting the Website is the user of this Website (hereinafter the "User") and is obliged to comply with applicable legal regulations and with good manners and these BTC and not to cause harm to reputation and rights of Tesco or to other Users.

In particular, the User agrees not to:

1. use the whole Website or its individual parts for other than its individual purposes, i.e. it shall not copy, download or share the content of the Website without the consent of its owner;
2. infringe on other Users' use of the website, or prevent them from using the Website in any manner;
3. create more user accounts in order to harm the provider of the Service, enjoy lump-sum benefits connected to the Customer's account or restrict access of the Service to other persons;
4. infringe on the content or technical nature of the Website in any manner without it being approved by Tesco;
5. infringe on the security of the Website;
6. use the Website for disseminating unsolicited emails (spam) and chain messages, send viruses to the Website or other dangerous or harmful programmes.

Tesco may delete harmful content from the Website and require and demand that the User who caused damage to Tesco by the abuse of the Service settle the damage in full. Damage is deemed to be any kind of damage caused to Tesco, to another company of the Tesco group or damage claimed to Tesco by third parties that were caused damage by the abuse of the Service.

Tesco's maximum effort is to improve the quality of the Service. Nevertheless, with respect to technical aspects of the Service, Tesco may not guarantee to the Customer a hundred-percent availability and trouble-free operation of the Service. Should a technical error appear, the Customer may report such error to the customer help line, and Tesco shall attempt to eliminate such error without delay.

Tesco reserves the right to restrict access of Users to the Website for a time necessary to perform repairs, maintenance or system upgrade or implementation of new system elements.

Customer agrees that Tesco is not liable for:

1. technical difficulties, interruption of operation of the Website;
2. incompatibility of the Website with Customer's terminal equipment, software, or connection to the electronic communications network;
3. advertising or another form of promotion performed by third parties through the Website,
4. errors resulting from interference by third parties in the Website or from the use of the Website contrary to its purpose.

Tesco is not liable for any damage or lost profits incurred by the Customer directly or indirectly as a result of:

- (a) interruption of the Website's operation,
- (b) unauthorized interference by the Customer or any third parties with the Website

#### **IV. Products Availability, Substitute Products and concluding Purchase Contract**

All presentations of the goods placed on the Website are only informative and Tesco is not obliged to conclude a purchase contract regarding these goods. The availability of the goods presented on the Website is bound to stock availability at reference Tesco store and Tesco does not guarantee its availability.

The service is not intended for the purchase of goods for business purposes. For this reason, Tesco reserves the right to reject a Customer's order if it is clear under all circumstances that it is not intended for natural person.

The Customer will create a shopping list selected from the goods that Tesco offers on the Website through the Service. Creating a shopping list online means selecting products shown on <https://nakup.itesco.cz/groceries/en-GB/> webpage in your trolley. Creating a shopping list does not equal with the ordering of these products online, the Customer is not obliged to purchase products selected.

The Purchase contract between Tesco and the Customer is concluded at the moment when Tesco electronically confirms the Customer's order to its email address given at registration.

The Customer is entitled to change his order under the conditions specified in these BTC. If the Customer makes a change in his order (makes a proposal to change the purchase contract), the price of the goods may change according to the prices valid on the day of the change of the order (for more see Article V. Price of goods and payment conditions).

**For Tesco Hned Service:** The Customer is not entitled to change his order once it has been placed and accepted by Wolt acting on behalf of Tesco via order confirmation email.

The availability of products shown on the website <https://nakup.itesco.cz/groceries/en-GB/> may differ from a particular store's product availability, it rather depends on the availability of products on the shopfloor of the particular serving store on the day of delivery, so Tesco does not guarantee continuous availability of all products. In order to ensure that the products are available to the highest possible number of Customers, Tesco can introduce buying limits on certain items. In this case, the Customer cannot select a higher number or quantity of a product than the upper limit set by Tesco.

If the goods ordered by the Customer are not available, Tesco will propose to the Customer, by sending an electronic delivery note, a change in the content of the Purchase Contract – in case the Customer has indicated he/she would like to receive other products substituting the originally selected ones - and will use its best efforts to offer, upon delivery, alternative products whose characteristics and price are as close as possible to those of the product selected by the Customer.

During the product selection, the Customer has the possibility to opt-in or opt-out for substitutions even on product or basket level. The price, package size and brand of the substitute product may differ from the price, package size and brand of the product the Customer selected, and will also be indicated in the e-delivery note sent on the day of delivery, prior to delivery.

Upon delivery, the Customer is entitled to refuse substituted products in whole or in part. Tesco accepts such Customer's proposal to change the purchase contract without further reservations. The Customer also has the right to proceed in accordance with Article X of these BTC (withdrawal from the contract).

If the goods ordered by the Customer after our electronic confirmation is finally not available or there is another reason why the goods cannot be delivered to the Customer and substitution is opt-out by the Customer, Tesco reserves the right to cancel the order in relation to the goods in question or cancel the whole order (the purchase contract) if no products are available and adjust the final price of the order by deducting the price of the goods that Tesco will not be able to deliver.

If the Customer is not satisfied with any substitute product, the Customer may return it to the driver and will not be required to pay for that substitute product. The Customer is also entitled to withdraw from the contract within 14 days of purchasing the products and return the delivered products without stating any specific reason.

Customers who have provided their credit card details in advance for online payment purposes will get the amount for unavailable goods refunded to their credit card.

The Customer agrees to use the means of distance communication when concluding the purchase contract. Expenses used for distant communication in order to submit a Customer's order does not vary from the basic rate, i.e. the price charged by the Customer's operator for data connection. Tesco does not charge any additional fee.

## **V. Prices of goods and Payment Conditions**

### **1. Prices of goods**

The current prices of the goods are listed on the Website after the registered User logs in. The price of the goods on the Website may be changed by Tesco at any time without giving a reason.

The price of the goods is always communicated to the Customer via Website (communication of prices for Tesco Hned Service see below), in advance before concluding the purchase contract or before accepting its change. The Customer will also be informed of the purchase price of the goods in the relevant order upon confirmation of this order by Tesco and also via an electronic delivery note sent to the Customer's registered email address.

In the case of a proposal to amend the purchase agreement by the Customer in the sense of Article VIII. of these BTC, a proposal to change the price of goods for partial items in an already concluded purchase contract may be submitted to the Customer by Tesco. This proposal to change the price is Tesco's counter-proposal to the Customer's proposal to change the purchase contract, and the Customer is not obliged to accept this Tesco proposal. In the event that this Tesco counter-proposal is not accepted by the Customer, the purchase contract remains in force in its original form, including the price of the goods.

In the event that the Tesco counter-proposal is accepted by the Customer, the purchase contract will be changed, including the purchase price for the goods for which Tesco has made a counter-proposal to change the price. The same scenario applies also in case specified goods are not available and the Customer opted-out substitutions, the purchase price will be adjusted accordingly.

Furthermore, the Customer has the right to propose a change in the purchase contract to Tesco upon delivery of the ordered goods by rejecting some and / or all of the ordered items and Tesco accepts the Customer's proposal to change the purchase contract without any reservation. The Customer also has the right to proceed in accordance with Article X hereof (withdrawal from the contract).

In the event of an order for weighed goods, Tesco reserves the right to deliver goods with a reasonable weight deviation. In this case, the price of the goods may change depending on this weight deviation.

If the Customer orders a number of pieces instead of a specific weight, and the price of such goods is determined by a unit of measure, Tesco shall deliver the required number of pieces. The price shall be determined according to the weight of ordered number of pieces of such goods.

The prices of goods in returnable packaging also include this pre-paid packaging. Information about the pre-paid amount is stated with the specific product. The Customer may return the returnable packaging and receive the pre-paid money back during the working hours of Tesco hypermarket. Returnable packaging may not be returned directly to the shipment driver and the voucher for returnable bottle packaging may not be used by means of the Service.

All prices are provided including the VAT.

### **2. Delivery fee and Minimum basket charge**

The fee for the delivery is not included in the price of goods. The amount of delivery fee is dependent on the required time of delivery. Information on delivery fee shall be available to the Customer at the time of submitting individual requirements of the order to the Website application.

If the total value of the goods delivered does not exceed 700 CZK (Seven hundred CZK) a Minimum basket charge, 80 CZK (Eighty CZK) will be charged to the exact order. If the total value exceeds 700 CZK, Minimum basket charge will not be charged.

**For Tesco Hned Service:** The minimum basket value is 250 CZK (Two hundred and fifty CZK). Orders with a lower basket value will not be accepted for processing and delivery.

### **3. Payment conditions (not applicable for Tesco Hned Service)**

The Customer may pay the price of the goods, a delivery fee and a Minimum basket charge as follows:

1. Online via the following debit / credit cards: Visa debit, Visa electron, Master Card, Maestro.
2. Payment at the Customer's door - via the following debit / credit cards: Visa debit, Visa electron, Master Card, Maestro.

For the purpose of reducing the risk of unauthorised access to or disclosure of the Customer's payment card details, such details will be encrypted.

The Customer acknowledges that in the case of online payment for goods by payment card, it is necessary to carry out transaction verification by entering payment card details at the moment of submitting the order via the Website. At the moment of transaction verification, the price of the ordered goods will be increased by fifteen percent (15%) due to potential substitutions or weighed goods, whereby the bank will subsequently release to Tesco only the amount corresponding to the price of the actually delivered goods to the Customer before the actual delivery.

On the day of delivery of the goods, a full authorization of the Customer's payment card will be carried out. The bank will release to Tesco, before the actual delivery, the amount equal to the price of the delivered goods, which will be delivered to the Customer.

In the event that the Customer cancels the order in time through the Tesco online account in accordance with the General Terms and Conditions, no amount will be charged to them. If the Customer cancels the order on the day of delivery before the actual delivery by contacting the customer service line, but after the amount for the delivered order has already been debited, Tesco will refund this amount to the Customer in full to their payment card. The crediting of the amount to the Customer's payment card will take place at the moment the bank processes this transaction.

If the Customer intends to pay for the goods by payment card online, it is obliged to activate online payment service by payment card prior to submitting the order into the Service application, unless such payment option has already been activated. Prior to realising the order, the Customer is obliged to verify whether the validity of its payment card shall not expire before the delivery date of the demanded goods. Should the Customer's payment card be invalid on the delivery date, the goods shall not be delivered by Tesco and purchase contract shall be cancelled.

In compliance with Section 28 (1) of Act No. 235/2004 Coll., the Value Added Tax, Tesco does not issue any invoices. Tesco will send the Customer a delivery note in an electronic form to the registered e-mail address. Contract (or amendment to the Contract), respectively the delivery note confirmed by the Customer is also stored in the Tesco archive and will be provided to the Customer upon request.

### **VI. Goods Availability and orders above maximum limit**

To ensure the availability of goods for the largest possible number of customers, Tesco may set maximum purchase limits in advance for items ordered by a single Customer, provided that the total order weight does not exceed 100 kg. However, this provision does not affect Tesco's right, in the case of an individual order for a large quantity of goods, to refuse delivery of such goods or to reduce the quantity ordered to a reasonable level if the order exceeds 100 kg. An order is always considered to exceed the limit if its total weight is more than 100 kg.

In other cases, whether an order constitutes a large quantity of a particular type of goods shall be determined at Tesco's reasonable discretion, taking into account factors such as the price and nature of the goods, stock availability, delivery capabilities, and similar considerations.

The Customer will always be notified in advance if Tesco decides not to deliver an order exceeding the limit or if the order is to be reduced by Tesco.

### **VII. Country of Origin, Allergens and Ingredients of Specific Product Categories**

The country of origin of fruit and vegetables will be communicated to the Customer at the time of delivery by being indicated on the product's weight label.

The ingredients of specific product types, such as a 43 g bread roll, a 50 g bread roll, and bread, will be communicated to the Customer at the time of delivery in accordance with the current assortment of the store fulfilling the Customer's order, by being indicated on the label of the respective product.

Current information can also be obtained via our customer help line at 800 222 555, option 2.

For all other goods, information on ingredients, allergens, and the manufacturer is available directly in the description of each product on the website.

#### **VIII. Submitting, Change or Cancellation of Customer's Order (not applicable for Tesco Hned Service)**

The Customer submits its order by means of application at the Website. A change of order is only possible by means of the User account or by means of a customer help line. Cancellation or change of order may be accepted by Tesco only if it is submitted by 11:45 p.m. on the day preceding the day of delivery.

If the order shall be delivered the same day as the order was submitted, it can be cancelled or changed:

a) Until 8:44 am, if the delivery time is in the chosen slot between 1-6 pm, or

b) until 12:44 pm, if the delivery time is in the chosen slot between 6-10 pm

Furthermore, the Customer has the right to cancel the entire order immediately after the receipt of the electronic delivery note via the customer help line.

Tesco is entitled to cancel all or part of the order also for technical reasons or technical failure of the Service.

#### **IX. Delivery and Reception, fee for shopping bags (not applicable for Tesco Hned Service)**

When ordering the goods at the Website, the Customer submits its address of delivery for the ordered goods within the Czech Republic. The goods are delivered to the main building entrance of the address that was stated as a delivery place in the Customer's order.

The Customer may request a delivery to a specific floor or directly to its flat by the means of the Website. In such case, Tesco represented by the delivering driver, shall make a reasonably expectable effort to deliver the goods into a requested place, however, the following prerequisites must be met:

1. the driver is permitted to enter the premises by the Customer,
2. the entrance is not blocked by any barrier, e.g. locked entrance doors, and
3. the driver, upon arrival and with respect to all circumstances, does not find the Customer's request unreasonable, or harmful to health.

Tesco makes every effort to deliver the goods within the required time, however, it does not accept liability for failure to deliver in time if such failure was caused by circumstances that with regards to all circumstances could not have been influenced by Tesco without investing unreasonably.

Tesco is entitled to verify the age of the Customer, in particular in connection with the sale of alcoholic products, by consulting the Customer's identity card. If Customer's age is not proved, Tesco will not deliver the goods unless the goods are handed over to a person who meets the above conditions.

If there is no person capable of receiving the goods at the agreed time and place, the driver shall leave a note of a delivery attempt and information that the Customer is obliged to contact the customer help line in order to get the goods delivered repeatedly.

An ineffective delivery does not mean that Tesco shall not require and enforce the payment for delivery fee or Minimum basket charge. If the Customer requires a repeated delivery, it acknowledges that it may be charged a repeated fee by Tesco for the provision of the delivery.

The goods are delivered on any day of the week including Saturdays and Sundays from 8.00 a.m. to 10 p.m.

Tesco does not deliver goods on January 1, on Easter Monday, May 8, Sept. 28, Oct. 28, Dec. 24, Dec. 25 and Dec. 26. After previous notice published on the website of the company Tesco reserves the right to determine other days in which your goods will not be delivered, in addition to the dates referred to in the previous sentence.

In case of submitting your order, Customer may choose from two options regarding method of hand over of the goods:

1. in shopping bags. The Customer will in this case be charged by a flat fee for using shopping bags to store the goods, the amount of which is listed on the Website and the Customer is always informed of the current amount before sending the order; or
2. free of shopping bags. Counter meat, fish, detergents and other goods which are subject to their packaging for hygienic reasons, are not subject to a fee. The customer will have enough time to take over all the goods.

#### **X. Withdrawal from Contract and Returning of Goods**

The Customer may withdraw from the purchase contract without providing a reason, within 14 days from the receipt of the goods. The withdrawal is possible also for partial items of the purchase.

In order to avoid any doubts, it is not possible to withdraw from the contract for:

1. highly perishable goods or
2. goods that were irretrievably mixed with other goods that were packed,
3. the Customer removed them from their package, and it is not possible to repack the goods for hygienic reasons, as well as
4. newspapers, journals or magazines, audio or video recordings or computer programmes whose original packaging had been perforated by the Customer.

When returning goods, the Customer is only liable for its decrease in value as a consequence of handling the goods by another manner than the manner necessary in order to learn the character and features of the goods including their function.

The Customer may withdraw from the contract by means of filling in a template form for withdrawal from the contract available here, which the Customer sends to Tesco's registered office.

**For Tesco Hned Service:** The notice of withdrawal from the contract may also be sent to Wolt by email at [support@wolt.com](mailto:support@wolt.com)

If the Customer withdraws from the contract, it shall send the goods received from Tesco, at its own expense, to Tesco's registered office or it shall hand the goods over to any Tesco store (considering the assortment of the store) without delay and no later than within fourteen days since withdrawal from the contract. If the Customer withdraws from the contract, Tesco shall refund all money received from the Customer under the purchase contract including shipment expenses to the Customer, without delay, no later than within fourteen days from the withdrawal, and in the

same manner that the funds had been received. Tesco is not obliged to refund money sooner than it has received the goods from the Customer or a confirmation that the goods have been sent out.

Unless after returning goods at a Tesco store the Customer decides to exchange the goods for some other goods, he may be refunded cash for the returned goods for Customer's request.

To eliminate all doubts and uncertainty, the Customer acknowledges that in the event of returning goods under this Article, the decisive price is the one that the Customer had paid at the time of delivery of the returned goods. The Customer also acknowledges that his Clubcard shall be debited by the relevant number of points. By the provisions of this Article, the provisions of the BTC regulating failure to receive goods for reasons different than the price or for the reason of sending replacement goods for non-available goods, are not affected. At the same time, no rights and obligations of the Customer arising out of the generally binding legal regulations or out of the BTC related to exercising Customer's rights of the liability for defects of the goods (claims for defective goods) are not affected.

When buying new goods from a range of electrical appliances such as batteries, fluorescent lamps, discharge lamps, etc. of the same type, you can return the old electrical appliance to any of our stores (i.e. piece by piece) free of charge at any time during operating hours or your old equipment can be handed over to the courier free of charge. We will arrange for it to be taken back.

In the case of electric appliances which none of the external dimensions exceeds 25 cm, then these appliances can also be handed over free of charge to any of our stores without the obligation to purchase.

You should find this "crossed-out wheeled bin" label on each battery or accumulator to remind you that the battery does not belong in mixed waste, but that it must be returned to the designated collection points.



In addition, the symbol Pb, Cd or Hg is marked below the crossed-out wheeled bin symbol, indicating that these batteries contain the particularly dangerous elements lead, cadmium and mercury.

The ecological disposal of products is provided by the company ASEKOL, a.s., with its registered office at Československého exilu 2062/8, 143 00 Prague 4. Other take-back points and other information can be found on the Asekol collective system website.

## **XI. Claims**

Tesco recommends to the Customer not to accept goods which are damaged upon delivery. If any defects of goods appear after the acceptance of goods, the Customer may claim the defective goods:

1. at any Tesco store with respect to its assortment or;
2. by mail to the address of Tesco registered office or;
3. by calling to our Customer service at +420 800222555 or;
4. by filling in our contact form at <https://itesco.cz/kontakty/>;

**For Tesco Hned Service:** also by email at [support@wolt.com](mailto:support@wolt.com) or the Wolt live chat (within the order tracking screen for quick query resolution).

The Customer acknowledges that, due to the nature of the Goods, Tesco's complaint may not always be upheld, especially if it has not found obvious defects in the Goods when they are handed over (e.g. food or damage to the protective packaging) and / or if it is not possible to prove that the Goods had the alleged defects already at the time of delivery.

The customer further acknowledges that for fresh food intended for consumption within 24 hours from order delivery, a complaint must be made within 24 hours from order delivery.

If the Customer does not report the defect of the Goods in time, he loses the right to withdraw from the contract.

Unless otherwise provided in the BTC, the provisions of claims and Warranty Guidelines are applicable.

## **XII. Personal Data Protection**

Related provisions can be found in the corresponding section of Tesco Privacy Policy which is accessible through Tesco webpage at: [www.itesco.cz/privacy-policy](http://www.itesco.cz/privacy-policy).

### **XIIIa. "Click+Collect" Service**

#### **Description and Conditions of "Click+Collect" Service**

The "Click+Collect" Service is an additional service to the Service. The "Click+Collect" Service allows Customers to pick up goods ordered by means of the Service in person at a Collection Point. The Service Customer may therefore choose between a delivery of goods by Tesco to its required destination or picking-up the goods in person. The use of the "Click+Collect" Service is subject to its availability to the Customer. The "Click+Collect" Service is available only to such Customers who, according to their registration place, belong to individual areas of the Czech Republic where the Service is available. Information on the availability of the "Click+Collect" Service shall be available to the Customer at the time of submitting individual requirements of the order to the Service application. The Collection Point is visibly marked by the logo "Click+Collect" Service. Information on Service price upon using the "Click+Collect" Service shall be available to the Customer at the time of submitting individual requirements of the order to the Service application.

The provisions of these BTC apply mutatis mutandis to the "Click and Pick Up" service, with the exception of Article IX Delivery and Acceptance. The following applies to the receipt of goods within the Click and Pick up service:

#### **Goods Reception at Collection Points**

The goods at Collection Points may only be received that has submitted the order and provides the collection point worker with an order number. It is not possible to hand the goods to the Customer without providing an order number. Should the collection point worker have doubts of the authorisation of the person receiving the delivered goods, the collection point worker may require a proof of identity to prove the person's age and identity. If it is not proven that the person is authorised, Tesco shall not deliver the goods.

If, out of reasons not affectable by Tesco, the goods ordered by the Customer are not available and the Customer has indicated he/she would like to receive other products substituting the originally selected ones, Tesco shall propose to the Customer a change of a purchase contract by offering him the goods that mostly correspond with Customer's order by their character and price. During the delivery, the substituted products will be indicated in the electronic delivery note sent and the printed receipt will be handed over to the Customer.

The Customer may accept the substituted products partially or refuse to accept them and Tesco accepts such a change to the purchase contract without any reservation. A Customer who has provided their payment card details in advance for online payment purposes will get the amount for unavailable goods refunded to the Customer's payment card. If the goods ordered by the Customer after our electronic confirmation is finally not available or there is another reason why the goods cannot be delivered to the Customer and substitution is opt-out by the Customer, Tesco reserves the right to cancel the order in relation to the goods in question or cancel the whole order (the purchase contract) and adjust the final price of the order by deducting the price of the goods that Tesco will not be able to deliver. If all the

goods from the order are not available or cannot be delivered and the substitutions are opted-out Tesco reserves the right to cancel the purchase contract.

## **XIIIb. Tesco Hned Service**

### **1. Description of the Tesco Hned Service**

The Tesco Hned Service is an additional service provided in connection with the Service. The Tesco Hned Service enables Customers to create and place Tesco orders through a website operated and maintained by Wolt Česko s.r.o., Id. Nr. 07030550, registered seat at Bubenská 1477/1, 170 00 Praha 7, company registered in the Business Registry at the Municipal Court in Prague, file C 293350 (hereinafter "**Wolt**").

To use the Tesco Hned Service, the Customer is not required to create a separate account with Tesco nor Wolt. The Customer may access the Tesco Hned Service using the login credentials associated with the User account.

The availability of the Tesco Hned Service is subject to geographic limitations and may only be available to Customers located within designated delivery areas in the Czech Republic. Information regarding the availability of the Tesco Hned Service shall be displayed to the Customer on the website operated and maintained by Wolt to which the Customer will be forwarded (hereinafter "**Tesco Hned website**") after the Tesco Hned Service selection process.

### **2. Ordering Process**

Once the Customer selects the Tesco Hned Service after logging into the User account, the Customer shall be redirected to the Tesco Hned website operated by Wolt.

The Customer shall be presented with the range of products available through the Tesco Hned Service, including applicable product prices. During the ordering process, the Customer may indicate whether substitute products may be provided in the event that an originally selected product is unavailable.

The Customer shall create, finalize, and pay for the order directly on the Tesco Hned website operated by Wolt.

The Purchase contract between Tesco and the Customer is concluded at the moment when Wolt, acting on behalf of Tesco, electronically confirms the Customer's order to the Customer's registered email address.

The Customer is not entitled to change his order once it has been placed and accepted by Wolt, acting on behalf of Tesco, via order confirmation email. Tesco is entitled to cancel all or part of the order also for technical reasons or technical failure of the Service. Tesco/Wolt (on behalf of Tesco) may also cancel the order due to delivery capacity constraints.

### **3. Fees and Payment**

The applicable delivery fee shall be communicated to the Customer during the checkout process. Any additional fees, including but not limited to minimum basket fees and bag fees, shall also be displayed during checkout.

The Customer pays for the order before the order is in the confirmed status by using the relevant payment method provided in the Tesco Hned Service, i.e. online via the following debit/credit cards: Visa, Mastercard, American Express or via Apple Pay/Google Pay service.

For the purpose of reducing the risk of unauthorised access to or disclosure of the Customer's payment card details, such details will be encrypted.

Payment process is arranged by Wolt Oy, Pohjoinen Rautatiekatu 21, 00100 Helsinki, Finland, business ID 2646674-9, VAT ID FI26466749 (hereinafter "**Wolt Oy**") through a third-party service provider. For complaints and other claims relating to payment transactions, the Customer may contact Wolt Oy directly via support@wolt.com.

The Customer acknowledges that at the moment of transaction verification, the price of the ordered goods will be increased by twenty percent (20 %) due to potential substitutions and weighed products, whereby the bank will subsequently release only the amount corresponding to the price of the actually delivered goods to the Customer before the actual delivery.

If the Customer intends to pay for the goods by payment card online, it is obliged to activate online payment service by payment card prior to submitting the order into the Service application, unless such payment option has already been activated. Prior to realising the order, the Customer is obliged to verify whether the validity of its payment card shall not expire before the delivery date of the demanded goods. Should the Customer's payment card be invalid on the delivery date, the goods shall not be delivered and purchase contract shall be cancelled.

#### **4. Delivery and Product Availability**

Following submission of the order, the Customer shall be provided with an estimated delivery time.

If any goods ordered by the Customer are unavailable, or if delivery of such goods cannot be completed for any other reason, and the Customer has opted not to receive substitute products, Tesco reserves the right to:

- a) cancel the order with respect to the unavailable goods; or
- b) cancel the entire order and the related purchase contract.

In such cases, the final price of the order shall be adjusted accordingly by deducting the price of the unavailable goods. If none of the ordered goods are available or deliverable, Tesco reserves the right to cancel the purchase contract in its entirety.

When ordering the goods, the Customer submits its address of delivery for the ordered goods within the Czech Republic. The goods are delivered to the main building entrance of the address that was stated as a delivery place in the Customer's order. When placing the order, the Customer may request a delivery to a specific floor or directly to its flat. In such case, Tesco represented by Wolt, shall make a reasonably expectable effort to deliver the goods into a requested place, however, the following prerequisites must be met:

1. the delivering courier is permitted to enter the premises by the Customer,
2. the entrance is not blocked by any barrier, e.g. locked entrance doors, and
3. the courier, upon arrival and with respect to all circumstances, does not find the Customer's request unreasonable, or harmful to health.

Tesco represented by Wolt makes every effort to deliver the goods within the required time, however, it does not accept liability for failure to deliver in time if such failure was caused by circumstances that with regards to all circumstances could not have been influenced by Tesco without investing unreasonably.

Tesco represented by Wolt is entitled to verify the age of the Customer, in particular in connection with the sale of alcoholic products, by consulting the Customer's identity card. If Customer's age is not proved, Tesco represented by Wolt will not deliver the goods unless the goods are handed over to a person who meets the above conditions.

If there is no person capable of receiving the goods at the agreed time and place, the driver shall leave a note of a delivery attempt and information that the Customer is obliged to contact the customer help line in order to get the goods delivered repeatedly.

If delivery is unsuccessful for reasons not attributable to Tesco, Tesco shall remain entitled to charge the fees associated with the attempted delivery, notwithstanding that the order was not successfully delivered. If the Customer requests a repeated delivery, such repeated delivery shall be subject to additional fee.

The goods are delivered and the purchase agreement may be concluded only during the opening hours of the selected store from which the order shall be delivered. Such details are available to Customers during the ordering journey.

Orders are delivered in shopping bags, for which the Customer shall be charged a fee. The amount of such fee is always presented to the Customer prior to confirming the order.

## **5. Substitute Products**

If, for reasons beyond Tesco's reasonable control, the ordered goods are unavailable and the Customer has agreed to receive substitute products, Tesco may offer substitute goods that correspond as closely as possible to the originally ordered goods in terms of nature and price.

The Customer may accept or reject any substitute products, in whole or in part. Acceptance of substitute products by the Customer shall constitute acceptance of the proposed amendment to the purchase contract without reservation.

If no suitable substitute products are available, Tesco reserves the right to cancel the relevant part of the order or, where applicable, the entire purchase contract, and to adjust the final order price accordingly.

## **6. Customer support of Tesco Hned Service**

In case of any queries or issues with Tesco Hned Service, the customer support will be provided within the order environment facilitated by Wolt via [support@wolt.com](mailto:support@wolt.com) and Wolt's live chat (within the order tracking screen for quick query resolution).

## **7. Regulation of other matters**

Unless specified otherwise in the BTC, the other provisions of these BTC shall apply to the Tesco Hned Service accordingly, unless it is evident from the meaning of the provision that such provision shall be applicable solely to purchase of products at Tesco website/through mobile application Tesco Online Nákupy.

## **XIV. Electronic Vouchers (not applicable for Tesco Hned Service)**

Electronic voucher (hereinafter the "e-voucher" or "discount code") is an alphanumeric code delivered to the Customer by means of electronic mail, SMS or received by the Customer by means of a different manner (e.g. a click on an advertising banner). The e-voucher entitles the Customer to a discount from the total price of purchase made by means of the Service. The use of the e-voucher is regulated by the BTC of the Service and by conditions connected to the e-voucher and expressed to the Customer.

The use of the e-voucher may be bound upon the Customer meeting conditions e.g. to reach a purchase price determined in advance, registration to the Service within a time framework and so on. The e-voucher is non-transferable, it may not be exchanged for cash and it does not entitle the Customer to a right for other performance than performance connected with the e-voucher. The validity of the e-voucher is time-restricted. After the time limit expiration of the e-voucher, there is no more entitlement to a discount.

The e-coupon is applied by entering the code at the appropriate field during the electronic purchase in the Payment section. Eligibility for obtaining an e-coupon may be subject to verification by submitting a document / confirmation of the legitimacy of using the e-coupon.

Unless otherwise provided in a specific case, only one e-voucher may be used within one order submitted by means of the web or mobile Service application, and the specific e-voucher may only be used once.

It is believed that by using the e-voucher the Customer agrees with the terms and conditions of its usage. If at the time of goods' delivery a purchase contract between Tesco and the Customer is concluded for a purchase price lower than the conditions for using the e-voucher, the entitlement to a discount connected to the e-voucher shall be terminated, and the Customer shall be charged the purchase price in full.

By using the e-coupon, the Customer is responsible to Tesco that he is a proper and authorized recipient / Customer and holder of the e-coupon and at the same time that he uses it in good faith and does not abuse it. If there are a reasonable doubts on the part of Tesco that the recipient / Customer / holder has obtained the e-coupon in another way than stated in these BTC (purchase, fraud), misuses the e-coupon or commits another infringement, Tesco reserves the right unilaterally refuse to accept an e-coupon obtained or used in violation of these BTC or reserves the right to cancel any e-coupon. Tesco reserves the right to take any additional action it deems appropriate in such cases.

Tesco accepts no liability for a possible misuse of an e-voucher, its unavailability due to technical problems or due to the e-voucher being stolen from the Customer. The Customer is fully liable for consequences arising out of the misuse of the e-voucher or its sharing with other persons. The e-voucher for free transport is not valid for the "Click+Collect" Service. For the purposes of Clubcard points determination that the Customer is entitled to, the decisive price is the discounted purchase price.

Tesco reserves the right to change / terminate all e-coupons or change their terms at any time without prior notice to the Customer.

#### **Excluded goods and / or services**

Some products and / or services are excluded from E-coupon bids. You cannot use E-coupons tobacco products, tobacco products, infant food and prescription medicines (so-called excluded products). Tesco reserves the right to identify other products and / or services that may be excluded. Any such excluded goods and / or services will be notified on an E-coupon or will be published on the website. The excluded goods and / or service will not be counted in the purchased shopping list or purchase and will therefore not be subject to any discounts.

#### **XV. Tesco Mobile Products**

Providing of electronic communication by Tesco Mobile is regulated by General Business Terms and Conditions available on [www.tescomobile.cz/podpora/vseobecne-podminky](http://www.tescomobile.cz/podpora/vseobecne-podminky).

#### **XVI. Other Provisions**

In the event of contradiction between the Czech and English version of the BTC or the content of the Website the prevailing version is Czech. Should any of the provisions of the BTC be found invalid by a respective court, the invalidity of such provision shall not affect the validity of the other provisions of the BTC, which remain valid and effective. If Tesco does not exercise its rights arising in the event of an individual or repeated breach to BTC, this shall not be considered a waiver of rights of Tesco and it shall not affect Tesco's rights to enforce the performance in any way.

#### **XVII. Changes to Business Terms and Conditions**

Tesco is entitled to change the BTC to a reasonable extent at any time. Tesco will inform Customers of such change no later than 7 calendar days before the effective date of the new version of the BTC, via the email address specified in the Customer Account. If the Customer does not agree with the new wording of the BTC, he has the option to cancel his Customer Account. If he does not do so by the effective date of the new BTC, it is considered that he agrees with the change and will follow these BTC. The Customer is always entitled to cancel his Customer Account and at the same time is not obliged to use the Service.

#### **XVIII. Final Provisions**

These BTC as well as all commitments arising out of the Service usage are regulated by Czech legal order. Solution of possible disputes is fully within the jurisdiction of the court of the Czech Republic that has territorial jurisdiction according to the seat of Tesco. In the event of dissatisfaction, the Customer may contact Tesco by means of customer support contacts or contact a state supervision body, e.g. Czech Trade Inspection.

This version of the BTC applies to all orders created after the effective date of these BTC and also to orders that were changed by the Customer after the effective date of these BTC.

#### **XIX. Out-of-court resolution of consumer disputes**

Out-of-court resolution of consumer disputes is a system that enables an alternative procedure in resolving disputes between consumers and entrepreneurs, outside traditional judicial proceedings. In the event of dissatisfaction, the customer may file a complaint with an out-of-court dispute resolution body, which in this case is the Czech Trade Inspection Authority, as the competent authority of state supervision. The Czech Trade Inspection Authority has the necessary information about an alternative procedure that can be used by the customer to resolve the dispute. For more information about out-of-court resolution of consumer disputes, please visit the Czech Trade Inspection Authority's website at .

#### **XX. Customer Support Contact Details**

Contact phone number: +420 800 222 555

Contact form: <https://itesco.cz/kontakty/>

For Tesco Hned Service: support@wolt.com or the Wolt live chat (within the order tracking screen for quick query resolution).

Terms and Conditions valid from September 14<sup>th</sup>, 2026

In Prague, September 14<sup>th</sup>, 2026