

PIZZA HUT ROZVOZ

GENERAL TERMS AND CONDITIONS

(General Terms and Conditions)

I. Basic Terms

1. **Operator:** The PIZZA HUT ROZVOZ service is operated by the company AmRest s.r.o., with the registered office at Walterovo náměstí 329/3, 158 00 Prague 5, ID No. 26476215, registered in the Commercial Register of the Municipal Court in Prague, file no. C 84710, through its contractual partner.
2. **Coordinator** means the company 3e Kolczyński, Liżewski, Gędziorowski, Rostocki Spółka Jawna., registered office: ul. Podbięty 51, 02-732 Warsaw, TIN No. 521-33-43-778, registered with the commercial court in Warsaw XX reg. no. NCR No. 0000235015.
3. **Call Centre** ensures the collection of Orders and customer support at the telephone number 772 779 779 every day (Monday - Sunday), Sunday – Thursday from 11:00 a.m. to 10:30 p.m., Friday – Saturday from 11:00 a.m. - 11:30 p.m. The Call Centre provides information relating to the PIZZA HUT ROZVOZ service, accepts Orders, provides information on the Products and the Operator's special offers.
4. **PayU** means PayU SA, with the registered office at ul. Grunwaldzka 182, 60-166 Poznań, provider of online payment service.
5. **PIZZA HUT ROZVOZ** means a service of the Operator, providing the possibility for Customers to make an Order, buy and receive delivered PIZZA HUT ROZVOZ products via the Website, Call Centre, or Application. The availability of the PIZZA HUT ROZVOZ service may vary depending on the PIZZA HUT ROZVOZ restaurant from which it is ordered. When making an Order, the availability of the PIZZA HUT ROZVOZ service will be always verified.
6. **Purchaser** is a person who uses the PIZZA HUT ROZVOZ service without Registration.
7. **Customer** means any person using the PIZZA HUT ROZVOZ service after registration on the Website or Application.
8. **Registration** means the moment when the Buyer registers on the Website, or in the Application and creates a Customer Account. Orders, editing data and checking the state of an Order can be performed using this Account.
9. **Registration Data** means the data mandatorily provided as a part of the Registration, i.e. the title, name, surname, password, e-mail address, delivery address, date of birth, telephone number.
10. **Account** is an account of a Customer who completed the Registration, containing the Customer's data and information on the status of their current Order, as well as information on their previous Orders.
11. **Order** means an order of PIZZA HUT ROZVOZ through the Website, Account on the Website, Call Centre or through the Application. The subject of the Order may only be the Products mentioned in the offer of the PIZZA HUT ROZVOZ service on the Website or in the Application. Minimum Order value is CZK 150 (fee for delivery not included). If the order of PIZZA HUT ROZVOZ products is made differently than through web page www.pizzahut.cz, Application or Call Centre, such order shall not be governed by this General Terms and Conditions of PIZZA HUT ROZVOZ but by business conditions of relevant order channel.
12. **Order without Registration** means an order made without opening a Customer Account, by using the Call Centre, Website or the Application. The Buyer may make an Order by providing his data: title, name, surname, delivery address, email, phone number.
13. **Website** means the website of PIZZA HUT ROZVOZ www.pizzahut.cz, where Registration can be made, Orders created, Registration Data edited or other information provided.
14. **Transaction** means the creation of any Order and its Payment.
15. **Payment** means the payment of the Order. The Payment can be made through PayU service, in cash with the Driver only in the official currency in the Czech Republic, with a payment card with the Driver; meal vouchers Sodexo, Edenred, Cheque Dejeuner (including electronical payment), naše stravenka (only electronical payment) no other payment methods are acceptable.
16. **Driver** is a person who transports the Order from the Operator's restaurant to the Customer or Purchaser and who collects the Payment for the Operator.
17. **Locations** are places determined by the Operator to which Orders can be delivered. The Locations are subject to changes upon the Operator's decision. The PIZZA HUT ROZVOZ service is not available within the entire territory of the Czech Republic.
18. **Product** means the goods specified in the special offer of PIZZA HUT ROZVOZ.

19. **Cookies** are short text files placed by the server upon downloading the Website into the user's PC (or another device with Internet access) that are associated with the use of the Website; these files enable the recognition of the user's Internet browser and displaying the Website personalized to the user's preferences. Cookies usually contain the name of the Website from which they originate, information on their "life cycle" (i.e. how long the file is to be stored as valid in the user's device) and a specific code consisting usually of a randomly generated unique alphanumeric chain.
20. **Application** means the mobile application, providing the possibility for the Customer or for the Buyer to use the PIZZA HUT ROZVOZ service. In the Application it is possible to Register, Order, Pay, edit Registration data and provide other information.

II. General Provisions

1. PIZZA HUT ROZVOZ is available only for certain Locations.
2. The list of Locations is subject to changes, the Purchaser or Customer is informed of the availability of the given Location only upon creating the Order.
3. PIZZA HUT ROZVOZ is provided only to individuals older than 18 years of age. Persons younger than 18 years of age may only use the PIZZA HUT ROZVOZ service with the consent of their legal guardian.
4. The PIZZA HUT ROZVOZ service is imposed with delivery fee in the amount of CZK 69.00 for each Order delivery.

III. Order without Registration

1. The Buyer can make an Order without Registration on the Website, through the Call Centre or through the Application by providing his title, name, surname, city, address and Land Registry No. and the No. of his flat for the Order delivery, phone number, email, selected Products and the method of payment.
2. The availability of PIZZA HUT ROZVOZ service is automatically verified upon placement of the Order. If the given address is not within the range of the current Locations of PIZZA HUT ROZVOZ, the Purchaser is automatically informed of the impossibility to deliver the Order.
3. The Order is completed upon providing the delivery address, contact information and the list of the selected Products, granting consent with the General Terms and Conditions and selection of the payment method.

IV. Registration

1. By completing the registration form on the Website or in the Application, Registration is performed and a Customer Account is created.
2. In order to complete the Registration, the Customer is required to confirm the correctness of the Registration Data by clicking on the link in the message automatically sent to the e-mail address provided during the Registration.
3. The Account can be used to create Orders, monitor the status of current Orders and edit the Customer's Registration Data.
4. Registration may only be made by persons older than 18 years of age.
5. The Registration Data is used only for the purposes of placing Orders.
6. If the Customer provided their telephone number during the Registration, a confirmation SMS message will be sent to such number upon the Order placement.

V. Order with Registration

1. The Customer will log into his Account in the Website or in the Application after successful Registration.
2. The Customer shall select the Order delivery address at their Account from the list of saved addresses, select the Product, payment method and confirm the Order by clicking the "Confirm Order" button.
3. The Order is completed if all the steps listed above have been performed.
4. The availability of PIZZA HUT ROZVOZ service is automatically verified upon placement of the Order. If the given address is not within the range of the current Locations of PIZZA HUT ROZVOZ, the Purchaser is automatically informed of the impossibility to deliver the Order.
5. The Customer has the possibility to obtain information about the allergens included in Products under the respective folder on the Website or in the Application.

VI. Order Acceptance by the Operator

1. Upon completion of the steps listed in Clause III. or Clause V. of these General Terms and Conditions, the Order is accepted by the Operator for processing.

2. The Operator reserves the right to verify the validity and correctness of the Order via telephone by means of contacting the Customer at the telephone number provided during the Registration or, as the case may be, by means of contacting the Purchaser, if the Order is being placed without Registration.

VII. Order Delivery

1. The Order shall be delivered to the address chosen by the Purchaser or the Customer. To the first lockable door at the delivery address.
2. The Order shall be delivered by a Driver identified with a name tag and wearing a PIZZA HUT ROZVOZ uniform.
3. The Purchaser or the Customer is obliged to properly check the Order upon its delivery in terms of the number and type of the ordered PIZZA HUT ROZVOZ Products.
4. If the Purchaser or Customer did not select online payment (PayU), he/she is obliged to pay the price of the Order to the Driver upon the Order delivery. The Payment shall be made in cash or with a payment card.
5. The Order also contains a receipt.
6. The Customer or the Purchaser may ask the Driver about allergens contained in the Products.

VIII. Complaints Relating to PIZZA HUT ROZVOZ

1. The Purchaser or Customer is obliged to properly check the Order upon its delivery.
2. Upon Payment, the Purchaser or Customer is obliged to check the returned change; no subsequent complaints shall be accepted.
3. Any complaints not relating to the content of the Order and the returned change may be sent by the Purchaser or Customer to the e-mail address pizzahutczinfo@amrest.eu or notified over the telephone at 772 779 779.
4. Each complaint must contain at least the following information: date and time of the event constituting the subject of the complaint, Order number, contact details of the complainant and brief description of the event.

IX. Call Centre

1. The Call Centre creates Orders on the basis of the Purchaser's instructions after the provision of the data necessary for the creation of Orders without Registration, responds to inquiries regarding PIZZA HUT ROZVOZ, informs the Purchasers of allergens contained in the Products, resolves complaints and informs the Purchaser of the Operator's special offers and Products.
2. Our Call Centre is available at: 772 779 779 every day (Monday - Sunday), Sunday – Thursday from 11:00 a.m. to 10:30 p.m., Friday – Saturday from 11:00 a.m. - 11:30 p.m.

X. Application

1. The Application means future application which will be developed and which gives the Customer or Buyer the possibility to use the PIZZA HUT ROZVOZ service. In the Application will be possible to Register, Order, Pay, edit Registration data and provide other information. All provisions in those General Terms and Conditions which are connected with the Application will be effective after Application will be official launched.
2. The Application will be available in the Google Play store under the name PIZZA HUT ROZVOZ CZ.

XI. Cookies

1. Cookies assist in faster and more efficient browsing of the Website and adjust the displaying of the Products and other content to individual interests and specific needs of the given user. Cookies are used for compiling anonymous aggregated statistics allowing to understand the manner in which the users use the Website, thus optimizing its structure and content. These files and statistics do not contain and data allowing identification and cannot be used to identify any specific user.
2. The Operator uses two types of Cookies files – “session” and “permanent”. Session Cookies are only temporary and remain saved in the user’s device until he logs out from the Website or closes the application (web browser). Conversely, permanent Cookies remain in the user’s device over a period of time, defined in the parameters of the respective Cookie, or until the user deletes them.
3. The information obtained through the use of cookies may only be collected for the purpose of intermediation and performance of certain user-related functions and for analyzes of Website turnout. This data is encrypted in a manner disabling access of unauthorized persons.
4. Generally, the application used for Website browsing in the default settings provides the possibility to save Cookies in the user’s device. This mode may be completely changed by blocking the Cookies under the browser’s setting or by their partial limitation – the user is then informed every time when Cookies are being saved in his device. More detailed information about the possibilities and ways how to treat Cookies are available in the application’s settings (web browser).

5. Restriction or complete disabling of the use of cookies may affect the progress of certain functions available at the Website.

XII. Responsibilities, litigation solving

1. The Operator undertakes to exert its best efforts to ensure correct and uninterrupted operation of the PIZZA HUT ROZVOZ service. The Operator further reserves the right to amend, cancel, suspend or block the use of any part of the PIZZA HUT ROZVOZ service at any time and without stating the reason. The Operator further reserves the right to terminate the PIZZA HUT ROZVOZ service at any time.
2. The Operator undertakes that no modification of any part of the PIZZA HUT ROZVOZ service shall affect any Orders already created.
3. Any and all changes and modifications of the PIZZA HUT ROZVOZ service shall be published in these General Terms and Conditions.
4. The Operator shall not be liable for any damage resulting from improper use of the PIZZA HUT ROZVOZ service.
5. The Operator shall neither be liable for any damage arising from the PIZZA HUT ROZVOZ service in connection with any events or circumstances that could not have been predicted or prevented despite the exercise of utmost efforts (force majeure).
6. The Operator undertakes the obligation to provide all his efforts to keep all the information, provided to the Buyers and Customers on his Website, in the Application and through the Call Centre, up to date.
7. The Website or the Application may refer to any content placed on other websites. The Operator shall not be held responsible for the content of such websites and it does not mean that the Operator agrees to the statements made on such websites.
8. The alternative consumer dispute resolution is a system which allows an alternative process for resolving disputes between consumers and businessmen outside the traditional judicial route. In case of dissatisfaction, the Customer or Businessman may also appeal to the ADR body, which in this case is the Czech Trade Inspectorate as the competent authority of state supervision. The Czech Trade Inspection has the necessary information about an alternative process with which the Customer or Buyer can settle the dispute. For more information about alternative consumer dispute resolution, please visit the Czech Trade Inspection website: www.coi.cz.

XIII. Final Provisions

1. Upon placement of the Order, the Purchaser or Customer confirms their acquaintance and expresses their consent with these General Terms and Conditions.
2. Any issues not regulated by these General Terms and Conditions shall be governed by applicable legal regulations of the Czech Republic.
3. These Terms & Conditions are available in the Application and on www.pizzahut.cz. When requested by the Buyer or by the Customer, the Operator shall also provide a printed version of these Terms & Conditions.
4. The Operator reserves the right to amend or supplement these Terms & Conditions at any time. All the amendments to these Terms & Conditions shall be effective by their publishing in the Application and on www.pizzahut.cz.
5. These General Terms and Conditions are effective as of 1st November 2018.

In Prague on 25th October 2018