

RULES OF SERVICE PROVISION – THE STORAGE OF ARTICLES

Letiště Praha, a. s., with its registered office at: K letišti 1019/6, Ruzyně, 161 00 Praha 6, registration No.: 282 44 532, registered in the Commercial Register administered by the Municipal Court in Prague, section B, insert 14003, (hereinafter referred to as **Letiště Praha**) operates the international Praha/Ruzyně civil airport (Václav Havel Airport Prague) (hereinafter referred to as the “**Airport**”). As part of its activities, it can provide passengers, among other things (subject to the conditions below), with the storage of articles that may not be brought into designated Airport areas and are discovered during the security check procedure.

I. The Purpose of the Service – the Storage of Articles

The rules of the article storage service (hereinafter referred to as the “**Rules**”) regulate the rights and obligations of Letiště Praha and the Passenger (Letiště Praha and the Passenger are hereinafter jointly referred to as the **Parties**) during the provision of the storage service under Section 1746 (2) and the applicable provisions of Sections 2409 to 2414 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”).

II. The Rights and Obligations of the Parties

1. Letiště Praha:
 - a. Having assessed the nature of the article, Letiště Praha will receive the article from the Passenger for storage and agrees to keep the article;
 - b. Is not authorized to place any item into storage by a third party;
 - c. Stores received articles in a manner corresponding to the nature of each given article and the available capabilities of Letiště Praha to protect them against damage;
 - d. Stores received articles only throughout the storage period and upon the lapse of the period, Letiště Praha shall either return the article to the Passenger or proceed pursuant to the steps contained under Article. VII. hereof;
 - e. Upon request, will return an article to a Passenger or a person authorized by the Passenger at any time throughout the term of storage;
 - f. Prior to the lapse of the term of storage, Letiště Praha is entitled to invite the Passenger to collect his/her article if Letiště Praha can no longer store the article due to an unforeseeable circumstance or without incurring damage;
 - g. Is entitled to refuse any article for storage under the following situations:

- i. The article may not be received for storage under Art. VIII. of the Rules;
- ii. The capacity of the storage service has been reached.

2. The Passenger:

- a. Agrees to collect the article from storage no later than on the day when the term of storage ends;
- b. Agrees to collect the article from storage at Letiště Praha’s invitation before the term of storage lapses pursuant to Art. II. f) of these Rules.
- c. Leaves in storage only those articles that cannot cause any damage to the property of Letiště Praha or to third parties.

III. The Provision of Storage Service

1. The Passenger can use the storage service if, following a security check procedure, he or she is not allowed to bring a certain article into a designated Airport area.
2. It is entirely at the discretion of the Airport Security staff whether Letiště Praha will accept a given object into storage or not. The Passenger has no legal right to the storage service.
3. When placing an article into storage, the Passenger shall fill in a relevant document – a Storage Ticket – which contains the following information:
 - a. Storage Ticket number;
 - b. The Passenger’s name and surname;
 - c. The Passenger’s telephone number and e-mail address;
 - d. The Passenger’s flight number and date of operation;
 - e. A description of the object to be stored;
 - f. The personal number and signature of the relevant Airport Security staff member.
4. The Storage Ticket has two parts; one is handed over to the Passenger and the other is kept by Letiště Praha;
5. Letiště Praha shall make a record the article and store it in a storage room.

IV. Collecting Stored Articles

1. A stored article will be returned to the Passenger or to a person authorized by the Passenger (hereinafter referred to as the “**Receiving Person**”) upon the submission of the Storage Ticket that was given to the Passenger when the article was stored (either the original or a copy/photograph of the Storage Ticket may be submitted).

2. When a stored article is collected, the name and surname, type and ID number of the receiving person are recorded.
3. The receiving person can collect a stored article upon telephone agreement with a Letiště Praha staff member (telephone: +420 220 115 509) in front of service door No. 15 located in the Arrival Hall of Terminal 1.
4. Letiště Praha is entitled not to hand over a stored article if the receiving person fails to produce a Storage Ticket.

V. Damage to Stored Articles

1. The Passenger or the person authorized by the Passenger must check each article when collecting it from storage. If he or she determines that a stored article has been damaged, he or she must immediately report it; A record will be made thereof.
2. Letiště Praha hereby informs the Passenger that complaints filed at any later time may be disregarded.

VI. The Term of Storage

1. **The Passenger acknowledges that the maximum term of storage is 30 days from the date of receipt.**
2. At its discretion, Letiště Praha may prolong the term of storage, if capacity permits, however only by 60 days from the original end of storage date.

VII. Unclaimed Articles

1. Letiště Praha will make every effort to return stored article(s) to the Passenger; for this purpose, Letiště Praha will contact the Passenger after the lapse of the term of storage and will inform the Passenger thereof, inviting him or her to collect the stored article(s).
2. If the Passenger fails to respond to the invitation to collect a stored item and fails to collect the stored article within 60 days after the lapse of the term of storage, Letiště Praha is entitled to dispose of the article at its own expense.
3. The Passenger is not entitled to any compensation for damage if the damage was caused by his or her failure to comply with the duty to collect a stored article under these Rules within the provided term.

VIII. Articles Excluded from Storage

1. Letiště Praha is entitled to decide whether it will accept an article from the Passenger or not; in other

words, Letiště Praha is not obligated to receive any article for storage from the Passenger.

2. The following articles (unless provided otherwise) are expressly excluded from storage and Letiště Praha may not accept them for storage:
 - a. Forbidden items the possession of which is illegal or there is a reasonable suspicion of an attempted illegal act;
 - b. Hazardous materials, explosives, poisons, chemicals, waste, and psychotropic substances, hazardous substances and/or items containing the above,
 - c. Firearms,
 - d. Animals, plants, food, liquids;
 - e. Fragile, dirty or wet items;
 - f. IDs, legal documents, payment cards, securities, cash;
 - g. Valuables (jewellery, artwork, etc.);
 - h. Articles that may cause damage to the health, the environment, and/or the property of Letiště Praha or third parties.

IX. Payment for the Storage Service and the Reimbursement of Necessary Costs of Storage

1. Letiště Praha is not entitled to request any payment for the provision of the storage service from the Passenger.
2. However, Letiště Praha is entitled to request from the Passenger the reimbursement of necessary costs that were incurred during the storage of an article within three (3) months from returning the article to the Passenger or a person authorized by the Passenger or within three (3) months after the end of the storage term.

X. Liability for Damage

1. Letiště Praha is liable for damage caused to a deposited article only if the damage was caused by an act and/or omission by Letiště Praha.
2. Letiště Praha is not liable for any damage caused by a breach of any obligations hereunder by the Passenger.
3. The Passenger is liable for any and all damage caused by a stored article.

XI. Information on the Processing of Personal Data

In compliance with Art. 2016/679 of Regulation (EU) 27 of the European Parliament and of the Council of 2016 April 95/46 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection

Regulation) (hereinafter “**GDPR**”), about the processing of his or her personal data, Letiště Praha hereby informs the Passenger as a data subject of:

1. *The Purpose of Personal Data Processing*

Personal data is obtained directly from the Passenger when an article is handed over to the Storage Service (the provision of personal data for the purpose of filling out a Storage Ticket). Letiště Praha undertakes to process accurate personal data only for the following purpose:

- Performance of the contract [pursuant to Article 6(1)(b) of the GDPR] and its further performance, including the handling of any claims made by the Passenger arising from faulty performance. The grounds for the disclosure of personal data provided by the Passenger consist in the identification of the contracting parties necessary for the conclusion and performance of the contract (contractual requirement), which would not otherwise be possible without the provision of these data. The failure by the Passenger to provide personal data may result in the non-performance or suspension of the performance on the part of Letiště Praha.

Prague Airport undertakes not to process any personal data in any manner contradicting the above purpose.

2. *The Scope of Personal Data*

Letiště Praha undertakes to process personal data only to the extent necessary in connection with the above purpose for which they are being processed. The extent of personal data is as follows:

- name and surname;
 - Type and number of ID (identity card or passport);
 - phone number;
 - e-mail address;
- (hereinafter “Personal Data”).

3. *The Period of Personal Data Processing*

The Controller agrees to process the personal data that it processes for the above purpose for a period of 3 years from the commencement date of personal data processing (in the given case, Letiště Praha has a justified interest in maintaining the personal data because of the protection of its rights in any potential legal disputes). After this period expires, Letiště Praha is obliged to dispose of the personal data.

4. *Categories of Recipients of Personal Data and the Transfer of Personal Data*

Letiště Praha represents that personal data shall only be disclosed to the respective employees of Letiště Praha who are obliged to maintain confidentiality in

respect of these data as well as of the security measures the disclosure of which would put the security of such personal data at risk.

Letiště Praha also represents that it shall not transfer any personal data to any third countries or to any international organization.

5. *Automated Decision-Making*

During the processing of the personal data of the Passenger, no automatic decision-making shall take place pursuant to Art. 22 of the GDPR.

6. *Rights of the Data Subject*

Prague Airport hereby informs the Passenger about his/her rights resulting from the GDPR, in particular:

- the right of access to personal data (the data subject shall have the right to obtain from the Controller confirmation as to whether or not personal data concerning him or her are being processed pursuant to Art. 15 of the GDPR);
- the right to rectification (the data subject shall have the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning him or her, as well as the right to have incomplete personal data completed pursuant to Art. 16 of the GDPR);
- the right to erasure (the data subject shall have the right to obtain from the Controller the erasure of personal data concerning him or her without undue delay where one of the grounds specified in Art. 17 of the GDPR applies);
- the right to restriction of processing (the data subject shall have the right to obtain from the controller a restriction of processing in those cases specified in Art. 18 of the GDPR);
- the right to data portability (the data subject has the right to receive personal data concerning him/her which he or she has provided to the Controller, in a structured, commonly used and machine-readable format and the right to transmit those data to another controller without hindrance from the Controller to whom the personal data has been provided in those cases specified in Art. 20 of the GDPR);
- the right not to be subject to a decision based solely on automated processing (the data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her pursuant to Art. 22 of the GDPR);

- the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection, with its seat at Pplk. Sochora 727/27, Postal Code 170 00, Praha 7.

7. *The Data Protection Officer*

Letiště Praha hereby provides the Passenger, in accordance with Art. 30(1)(a) of the GDPR, with the contact details of the data protection officer.

Any inquiries, suggestions or other filings you might have or make regarding the processing of your personal data may be sent to the data protection officer:
– Ing. Luboš Řádek, e-mail address: dpo@prg.aero.

8. *Conclusion*

The User hereby declares to have been duly informed by Letiště Praha about the processing of personal data in accordance with Art. 13 of the GDPR and that the personal data provided are true and accurate.

XII. Final Provisions

1. These Rules come into force and become effective as of the moment of the provision of the storage service.
2. The Parties declare and confirm to have become familiar with these Rules and to agree with their content and their binding nature, and agree to observe these Rules without any reservations.
3. Any legal relationships between Letiště Praha and the Passenger established based on or in relation to the provision of the storage service shall follow the body of laws of the Czech Republic. If a legal dispute arises under a legal relationship between Letiště Praha and the Passenger, a court in the Czech Republic shall have the relevant jurisdiction. The territorial jurisdiction within the Czech Republic is determined according to the location of Letiště Praha's registered office.