

TERMS OF USE OF THE APPLICATION

“CZECH AND MORAVIAN PARACHUTING CUP”

Effective date: 18 August 2026

1. Introductory Provisions

- 1.1. These Terms of Use of the Application (hereinafter the “Terms”) govern the conditions under which the provider allows organizers of parachuting competitions to use, free of charge, the software application “CZECH AND MORAVIAN PARACHUTING CUP” available on the website <https://cmpp.cz/> (hereinafter the “Application”) for competitor registration, administration of sports competitions, processing of competition results and related activities.
- 1.2. The provider of the Application (hereinafter the “Provider”) is:
 - name and surname: Jan Mayer
 - residential address: Wenzigova 1308/21, 120 00 Prague 2, Czech Republic
 - e-mail: obelix@cmpp.cz
- 1.3. The Application is provided to organizing aeroclubs free of charge, subject to these Terms.
- 1.4. These Terms apply to the use of the Application by the organizer of a specific competition or series of competitions.

2. Grant of Licence

- 2.1. The Provider grants the organizing aeroclub (hereinafter the “Organizer”) a non-exclusive right to use the Application for the purpose of administering a specific competition or series of competitions.
- 2.2. The licence is granted on the basis of an application submitted by the Organizer and its approval by the Provider.
- 2.3. The licence may be granted for:
 - a) an individual competition; or
 - b) a series of competitions, in particular a long-term competition, cup or similar competition series.
- 2.4. Unless otherwise agreed, approval of a licence for a series of competitions applies to all competitions forming part of that series for the duration of the series.
- 2.5. The licence is non-exclusive. The Provider is entitled to provide the Application and licences for its use to other persons or organizations.

3. Free-of-Charge Licence

- 3.1. The licence to use the Application is provided free of charge.
- 3.2. The Organizer is not required to pay the Provider any licence fee for the granting of the licence or for the ordinary use of the Application.
- 3.3. The free-of-charge nature of the licence does not apply to any third-party services used by the Organizer in connection with the operation of the Application, should such costs arise.

- 3.4. The Provider may provide technical assistance and consultations subject to the Provider's time and technical capabilities. The Organizer has no legal entitlement to any particular scope or availability of such support.

4. Purpose of Use of the Application

- 4.1. The Application may be used in particular for:
- a) registration of competitors,
 - b) keeping records of teams and competition categories,
 - c) administration of competitions,
 - d) keeping records of information necessary for the conduct of competitions,
 - e) processing of results,
 - f) publication of official results,
 - g) processing of results within related cups or competition series,
 - h) archiving of information relating to completed competitions.
- 4.2. The Application may not be used for other purposes that would be contrary to these Terms, applicable laws and regulations, or the legitimate interests of the Organizer, competitors or the Provider.

5. Administrative Access to the Application

- 5.1. Administrative access to the Application is intended solely for persons approved for this purpose.
- 5.2. The Organizer shall propose to the Provider the person or persons who will administratively operate the Application for the relevant competition or series of competitions.
- 5.3. The Provider shall approve the proposed person or persons or agree with the Organizer on another arrangement.
- 5.4. Approval of a person for the administrative operation of the Application may be granted for an individual competition or, unless otherwise agreed by the Provider and the Organizer, for the entire series of competitions.
- 5.5. Approval of administrative access for one competition or series of competitions does not automatically constitute authorization for administrative access to other competitions or series of competitions.
- 5.6. Persons approved for the administrative operation of the Application are required to keep their access credentials confidential and must not allow them to be used by unauthorized persons.
- 5.7. The Organizer is responsible for ensuring that the persons proposed for the administrative operation of the Application are authorized to perform the relevant activities on its behalf and that they are familiar with the obligations arising from these Terms and the applicable personal data protection rules.

6. Organizer's Responsibility

- 6.1. The Organizer is responsible for the accuracy, currency and lawfulness of the information entered into the Application or whose entry it arranges.
- 6.2. The Organizer is responsible in particular for ensuring that:
- a) personal data are obtained lawfully,

- b) persons whose data are entered into the Application are duly informed about the processing of their personal data,
 - c) the data are used only for legitimate purposes,
 - d) the rights of data subjects are respected,
 - e) the official competition results correspond to the actual competition results.
- 6.3. The Organizer is responsible for the accuracy and completeness of the official results published through the Application.

7. Personal Data

- 7.1. If the use of the Application involves the processing of personal data, the Organizer is responsible for determining the purpose and legal basis of such processing to the extent that such responsibility lies with the Organizer under applicable law.
- 7.2. The Organizer is responsible in particular for the processing of competitors' data obtained as part of an application for participation in a specific competition.
- 7.3. Personal data are processed through the Application only to the extent necessary for the purposes of the competition, related administration, processing of results and any related competition series.
- 7.4. Details concerning the processing of personal data are governed by the applicable privacy policy and, where applicable, by a separate agreement between the Organizer and the Provider.

8. Relationship to Personal Data Processing

- 8.1. If, in providing the Application, the Provider processes personal data on behalf of and in accordance with the instructions of the Organizer, the Organizer and the Provider may have the status of controller and processor of personal data within the meaning of the GDPR.
- 8.2. In such a case, the scope and conditions of the processing of personal data shall be governed by a separate contractual arrangement or other binding part of the contractual relationship between the Organizer and the Provider.
- 8.3. Such arrangement shall specify in particular the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data, the categories of data subjects, and the rights and obligations of both parties.
- 8.4. If the legal status of the parties differs in relation to a particular manner of using the Application, their status shall be determined according to the actual nature of the processing carried out and not solely according to the designation used in these Terms.

9. Responsibility for Official Results

- 9.1. The Organizer is responsible for the accuracy, completeness and official nature of the competition results.
- 9.2. The Provider is not responsible for the factual accuracy of results entered into or processed through the Application.
- 9.3. The Provider is not responsible for decisions made by judges, competitors' results, or any errors caused by incorrect data entry or improper operation of the Application.

10. Prohibition of Transfer and Sublicensing

- 10.1. The licence is granted to a specific Organizer and is not transferable to another person or organization.
- 10.2. The Organizer is not entitled to grant the licence or any part thereof to a third party by way of a sublicense.
- 10.3. This provision does not prevent the Organizer from organizing a competition in cooperation with other entities, provided that the Organizer's responsibility remains unaffected and these Terms are complied with.

11. Source Code

- 11.1. The granting of the licence does not give the Organizer any right to obtain, provide, copy or publish the source code of the Application.
- 11.2. The source code remains under the ownership and control of the Provider.
- 11.3. The Organizer is not entitled to decompile, modify, copy or create derivative versions of the Application, except where such conduct cannot be excluded under mandatory provisions of applicable law.

12. Copyright and Intellectual Property Rights

- 12.1. All copyright and other intellectual property rights in and to the Application remain with the Provider unless expressly agreed otherwise.
- 12.2. The licence under these Terms does not constitute a transfer of ownership, copyright or any other rights in or to the Application.
- 12.3. The Organizer acquires only the right to use the Application to the extent specified in these Terms.

13. Territorial Scope of the Licence

- 13.1. The licence is granted without territorial limitation.
- 13.2. The Application may be used for competitions organized by the Organizer regardless of the location where the competition takes place.

14. Term of the Licence

- 14.1. The licence is granted for the period necessary for the organization of the relevant competition or series of competitions, including the subsequent processing, publication and archiving of results and related information.
- 14.2. If the licence is granted for a series of competitions, it remains in effect for the duration of that series and subsequently for the period necessary to process and archive its results.
- 14.3. The licence does not automatically expire upon the end of the last competition day if the Application continues to be used for correcting, processing, publishing or archiving results.

15. Termination of the Licence

- 15.1. The Organizer may terminate its use of the Application at any time.
- 15.2. The Provider may terminate the licence in particular in the event of:

- a) a material breach of these Terms,
 - b) unauthorized disclosure or provision of access to the Application or administrative access to third parties,
 - c) use of the Application for a purpose other than the agreed purpose,
 - d) conduct that may cause serious harm to the Provider, the Organizer or data subjects.
- 15.3. Termination of the licence shall not, by itself, affect the obligation of the parties to fulfil obligations relating to competitions that have already taken place, in particular obligations concerning personal data protection and the archiving of results.

16. Availability of the Application and Technical Support

- 16.1. The Provider shall endeavour to ensure the availability of the Application to an extent appropriate to its intended purpose.
- 16.2. However, the Provider does not guarantee uninterrupted availability of the Application or error-free operation.
- 16.3. The Provider may temporarily restrict or suspend access to the Application, in particular for the purposes of maintenance, updates, repairs or security measures.
- 16.4. Technical support is provided subject to the Provider's capabilities and without any guarantee of a specific response time or scope of support.

17. Provider's Liability

- 17.1. The Provider shall be liable in relation to the Application to the extent required by applicable law.
- 17.2. The Provider shall not be liable for damage or loss caused in particular by:
 - a) incorrect data entry,
 - b) improper operation of the Application,
 - c) incorrect information provided by the Organizer or competitors,
 - d) failure of third-party infrastructure,
 - e) circumstances that the Provider could not reasonably control.
- 17.3. This provision shall not affect any rights that cannot be waived or limited in advance under applicable law.

18. Changes to the Application

- 18.1. The Provider is entitled to continuously modify, correct and develop the Application.
- 18.2. Such changes may include, in particular, changes to the technical solution, user interface, functionality, database structure or methods of data processing, provided that the agreed purpose of using the Application is not unreasonably restricted as a result.

19. Final Provisions

- 19.1. These Terms constitute the basic framework for the provision of the licence to the Application.
- 19.2. Specific conditions for an individual competition or series of competitions may be further specified by mutual agreement between the Provider and the Organizer.

- 19.3. If a separate agreement or other written arrangement is concluded between the Provider and the Organizer, such agreement or arrangement shall prevail over these Terms in the event of any conflict, to the extent that it governs the relevant matter.
- 19.4. These Terms shall be governed by the laws of the Czech Republic.
- 19.5. The parties shall seek to resolve any disputes primarily by mutual agreement.
- 19.6. If any provision of these Terms is found to be invalid or ineffective, this shall not affect the validity of the remaining provisions.

20. Acceptance of the Terms

- 20.1. By submitting an application for the provision of a licence, the Organizer confirms that it has read these Terms and agrees to them.
- 20.2. The licence shall come into effect only upon approval of the application by the Provider.
- 20.3. Approval may be given electronically, in writing or by any other demonstrable means.