

GENERAL TERMS AND CONDITIONS FOR THE SPARKLE*ME E-SHOP

1. These General Terms and Conditions ("Terms") apply to the purchase of goods in the online store of the brand Sparkle*Me at www.sparkleme.store (hereinafter referred to as the "E-shop"), operated by Czechia trading company s.r.o., with its registered office at Mečeříž 220, 29477, Company ID No.: 17556643, VAT No.: CZ17556643, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 379353, email info@sparkleme.store, phone +420 606 242 178 ("We" or the "Seller"). These Terms govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), the mutual rights and obligations between You, as the buyer, and Us, as the seller, arising in connection with or based on a purchase agreement ("Agreement").

All information on the processing of your personal data is included in the Privacy Policy, which can be found on our website at

<https://www.sparkleme.store/obchodni-podminky-a-gdpr/>.

The person in charge of data processing (GDPR) is Jaroslava Pichrt.

The provisions of these Terms are an integral part of the Agreement. The Agreement and the Terms are drawn up in Czech or English. We may unilaterally amend or supplement the Terms. This provision does not affect the rights and obligations arising during the effective period of the previous version of the Terms.

As you surely know, we communicate primarily remotely. Therefore, for our Agreement, means of distance communication are also used, which allow us to agree without our and your simultaneous physical presence. The Agreement is thus concluded remotely in the E-shop environment through the website interface ("E-shop web interface").

If any part of the Terms contradicts what we have specifically agreed upon in the course of your purchase on Our E-shop, such specific agreement shall take precedence over the Terms.

The person responsible for operating the E-shop is Jaroslava Pichrt.

2) DEFINITIONS OF TERMS

Price is the monetary amount you will pay for the Goods;

Shipping Price is the monetary amount you will pay for the delivery of the Goods, including the cost of packaging;

Total Price is the sum of the Price and the Shipping Price;

VAT is the value-added tax under the applicable legal regulations of the relevant country;

Invoice is a tax document issued in accordance with the VAT Act for the Total Price;

Order is your binding offer to conclude a Purchase Agreement with Us for the Goods;

User Account is an account created based on the information you provided, which allows for storing entered data and the history of ordered Goods and concluded Agreements;

You, the Buyer, the Customer are the person purchasing from Our E-shop, legally referred to as the buyer;

Goods refer to all items you can purchase on our E-shop;
Shipment is the content of the package of goods purchased on our E-shop.

3) DESCRIPTION OF GOODS

Our swimwear and accessories are made from high-quality Spanish and Italian swimwear fabrics with UPF 50+ certification and produced in custom colors. These are limited edition fabrics made from recycled polyester and elastane, complemented by handmade swimwear accessories and temporary gold tattoos.

Individual accessory pieces are hand-sewn and may differ slightly. Due to the handmade nature and ecological character of the products, availability may be limited.

3)a. Sizes and Adjustments

Each piece in our collection is created with love and respect – for you, for nature, and for every person involved. The swimsuits are free of clasps, buttons, or other mechanical fasteners and adjustable elements, which tend to be uncomfortable when worn. The swimsuits are tied with strings, which can always be adjusted to the right size. Before purchasing, we recommend measuring your current bikini to ensure you order the correct size. Ordering multiple sizes with the intention of “returning the ones that don’t fit” leads to unnecessary burden not only for our team but also for the planet (and your wallet – return shipping is at your own cost). 🌱🌍

Size Small/Medium – covers UK size 8-12, US size 4-8, European clothing size 36–40

Size Large/ExtraLarge – covers UK size 14-18, US size 10-14, European clothing size 42–46

3)b. Material Characteristics and Care for Sparkle*Me Glitter Swimwear

Fine glitter may gradually release during use – this is not a defect, but a natural property of the material.

Proper care prevents excessive glitter loss from the swimsuit's shine. Failure to follow these instructions may shorten the product's lifespan and cannot be accepted as grounds for a complaint!

- Hand wash only, do not wring – it may cause stripes and fabric creases. Simply soak in lukewarm, potable water (max. 30 °C), without regular detergents; alternatively, use ONLY a detergent specifically for swimwear.
- Do not use a washing machine, dryer, fabric softener, or iron – this may damage the fabric and cause glitter loss.
- Do not wring; after soaking, lay flat to dry on a towel.
- Do not wear in whirlpools or thermal baths, as aggressive chemicals and higher water temperatures can degrade the material and release glitter.
- When applying sunscreen, oils, or other chemicals to the body, avoid contact with the swimwear fabric. Ideally, apply the sunscreen to your whole body and wait for it to

absorb before putting on the swimwear and accessories.

- Avoid rubbing the fabric surface, such as wearing a T-shirt over the swimsuit – this could cause more glitter to come off, which is undesirable.

Spanish swimwear fabric – material: 85% recycled polyester and 15% elastane, with a minimum weight of 200gr/m². Recycled yarns from plastic bottles, solar-powered printing process, digital printing with zero water usage. UPF 50+ is a standard feature.

Italian swimwear fabric – material: 85% polyester and 15% elastane, minimum weight 200gr/m², UPF 50+

3)c. Care for Gold Tattoos

The gold tattoo is a temporary glittery design applied to clean, preferably hairless skin. After opening, store in a dry and dark place, otherwise, the design may separate from the paper.

Avoid applying greasy products to the tattoo once it is on your skin. This will extend its durability and help it remain shiny throughout your holiday. Apply sunscreen carefully around the tattoo.

Once applied, the tattoo cannot be subject to complaint.

Sparkle*Me gold tattoos are easy to apply and last on the skin for 2 to 6 days. They are sweat- and water-resistant and do not irritate the skin. The tattoo complies with EU Cosmetics Regulation (EC) No. 1223/2009. It is an organic product with a biodegradable paper backing instead of a polyester film.

The gold tattoos have been dermatologically tested for skin compatibility. They are marked with the Dermatest seal as dermatologically tested and well tolerated. However, if you have hypersensitive skin, we do not recommend using them.

The tattoos are printed exclusively using certified inks and adhesives. This means all inks and adhesives used have been tested for skin compatibility and thus meet the EU criteria for cosmetic products. In addition, they are registered in the CPNP (Cosmetic Products Notification Portal), the European Union database for cosmetic products and their ingredients, which complies with EU regulations on cosmetics and chemical composition testing.

The tattoo is certified for the European Union.

4) GENERAL PROVISIONS AND INFORMATION

The purchase of Goods is currently only possible through the web interface of the E-shop. If other options become available, we will inform you via our E-shop.

When purchasing Goods, it is your obligation to provide us with all information correctly and truthfully. We will therefore consider the information you provided in the Order to be correct and truthful.

In the future, our E-shop will also provide access to product reviews made by other consumers. We ensure the authenticity of such reviews by linking them to specific orders – our internal system shows the order ID associated with each review, which allows us to verify and prove that the review comes from a real consumer.

5) CONCLUSION OF THE CONTRACT

You may conclude the contract with us in Czech or English.

The contract is concluded remotely via the E-shop, and you bear the costs of using remote communication tools. These costs do not differ from your standard internet usage rates, so you should not expect any additional charges from us beyond the Total Price. By submitting your Order, you agree to the use of remote communication tools.

To conclude the Contract, you must place an Order through the E-shop. The Order must include the following details:

- Information about the Goods you wish to purchase (you indicate this on the E-shop by clicking “Add to cart”);
- Information about the Price, Shipping Price, method of payment for the Total Price, and the requested method of delivery; these details are entered while creating the Order in the E-shop's interface. The Price, Shipping Price, and Total Price are calculated automatically based on your selected Goods, delivery, and payment methods;
- Your identification and contact information necessary for the delivery of the Goods, especially your first name, surname, delivery address, phone number, and email address.

During the Order creation process, you can modify and review the information until the Order is completed. After checking everything, you finalize the Order by clicking the “Order with payment obligation” button. Before clicking this button, however, you must confirm that you have read and agree to these Terms and Conditions—otherwise, the Order cannot be completed. This confirmation is done via a checkbox. Once you click “Order with payment obligation,” all your entered information will be sent directly to Us.

We will confirm receipt of your Order as soon as possible by sending an email to the address you provided. The confirmation email will include a summary of your Order and these Terms as an attachment. The Terms as attached in the email are valid as of the date of the Order and form an integral part of the Contract. The Contract is concluded once we confirm your Order.

In certain cases, we may not be able to confirm your Order—for example, if the Goods are unavailable or if you order more items than allowed. The E-shop will always display the maximum number of items available, so this should not come as a surprise. If we cannot confirm the Order, we will contact you and send you a revised offer. The Contract is concluded only once you confirm this revised offer.

If an evidently incorrect Price is listed in the E-shop or Order, we are not obliged to supply the Goods at that Price—even if you have already received an Order confirmation and the Contract has been concluded. In such cases, we will contact you promptly with a revised offer. The new Contract is concluded once you accept the revised offer. An evidently

incorrect Price may be, for example, a Price that does not correspond to standard market prices or where a digit is missing or added.

Once the Contract is concluded, you are obliged to pay the Total Price.

If you have a User Account, you may place an Order through it. In this case, you still must verify that all pre-filled information is correct, truthful, and complete. The Order process is otherwise identical to that of a buyer without a User Account. The advantage is that you don't have to re-enter your details each time.

In some cases, we allow the use of a discount when purchasing Goods. To apply a discount, you must enter the relevant discount details in the designated field when creating the Order. If you do so, the Goods will be provided at the discounted price.

6) USER ACCOUNT

Based on your registration in the E-shop, you may access your User Account.

When registering your User Account, it is your obligation to provide accurate and truthful information and to update it if any changes occur.

Access to the User Account is secured with a username and password. You must keep these login details confidential and not share them with anyone. We bear no responsibility for any misuse of your login details.

The User Account is personal, and you are not permitted to allow third parties to use it.

We may cancel your User Account, especially if it remains unused for over 5 years or if you breach any of your obligations under the Contract.

The User Account may not be available continuously, particularly due to necessary maintenance of hardware and software.

Personal data are processed in accordance with the GDPR regulation (EU 2016/679) and Czech Act No. 110/2019 Coll.

All information regarding the processing of your personal data is included in our Privacy Policy (GDPR), available in English at:

👉 <https://www.sparkleme.store/en/tac-gdpr/>

The Data Protection Officer (DPO) is **Jaroslava Pichrt**.

7) PRICE AND PAYMENT TERMS, RETENTION OF TITLE

The Price is always displayed on the E-shop, in the Order proposal, and of course in the Contract. In case of a discrepancy between the Price shown on the E-shop and the Price stated in the Order proposal, the Price in the Order proposal applies, which is always identical to the Price in the Contract. The Order proposal also includes the Shipping Price.

The Total Price is shown inclusive of VAT and all other statutory charges.

We will require payment of the Total Price after the Contract has been concluded and before the Goods are handed over. You may pay the Total Price in the following ways:

- **Bank transfer:** Payment details will be sent to you in the Order confirmation. For bank transfers, the Total Price is due within 1 calendar day from the date of purchase—primarily to ensure the exchange rate remains aligned with the official

CNB (Czech National Bank) rate. If the rate changes, we reserve the right to contact you with a revised purchase agreement and an updated price based on the new CNB exchange rate. A change of price due to exchange rate fluctuations is only valid with your consent.

- **Online card payment:** Payment is made immediately via a payment gateway, and is subject to the terms and conditions of the selected gateway provider, available on their website. In this case, the Total Price is due on the same day and reflects the CNB daily exchange rate.
- **Cash on delivery (COD):** This may be offered at our discretion. Payment is made upon delivery of the Goods. The Total Price is due upon receipt of the Goods.
- **Cash upon personal collection:** This is only available if we establish a physical pickup location. Payment is made in cash at the time of collecting the Goods.

An invoice will be issued electronically after payment of the Total Price and sent to your email address. If you have a User Account, the invoice may also be available there (if technically supported on the website).

Ownership of the Goods is transferred to you only after full payment of the Total Price and acceptance of the Goods. For bank transfers, payment is considered made once the amount is credited to our account; for other methods, at the moment the payment is completed.

8) DELIVERY OF GOODS – TRANSFER OF OWNERSHIP

If the Goods are not listed on the E-shop as “in stock,” “in production,” or “pre-order,” and only an estimated availability date is provided, we will notify you in the event of:

- a change in the estimated production time;
- unexpected production outages – in which case we will inform you of the new expected availability date or the fact that delivery is no longer possible;
- a delay in delivery from our supplier – we will inform you of the updated expected delivery date.

The Goods will be delivered according to the delivery method you select from the options available on the E-shop, which may include:

- **Courier delivery** by companies such as PPL CZ, DHL, Zásilkovna, or others operating in your country;

- **Personal pickup at pickup points** of services like Zásilkovna, Uloženka, or other local networks;
 - **Pickup at our premises**, if we establish one.
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8a. Acceptance of the Parcel

Delivery time depends on product availability and your chosen payment and delivery methods. The estimated delivery time will be specified in the Order confirmation. The timeframe listed in these Terms is indicative and may differ from the actual delivery time.

If you opt for personal pickup at our premises, you will be informed via email when the Goods are ready for collection.

Upon receiving the Goods from the carrier, you are obliged to check the packaging for any visible damage. If you detect any issues, report them to the carrier immediately and notify us. If the packaging appears tampered with or compromised, you are not obligated to accept the Goods.

Refusing a visibly damaged parcel is **not** considered an unjustified refusal.

By accepting the parcel from the selected delivery provider, you confirm that it was delivered in good condition. Claims regarding external packaging damage cannot be made after this point.

9) WITHDRAWAL FROM THE CONTRACT

9a. Your Right to Withdraw Within 14 Days of Receiving the Goods

If you are a **consumer**—that is, an individual purchasing Goods outside of your business activities—you have the right to withdraw from the Contract without giving any reason within **14 days** of concluding the Contract or, in the case of Goods, within **14 days of receiving them**, pursuant to Section 1829 of the Czech Civil Code.

If we have concluded a Contract involving multiple Goods or deliveries of several parts, the 14-day period begins upon receipt of **each individual item**.

This period is considered met if, before it expires, you **send us a notice of withdrawal** and return the Goods **by post** to the registered address of our company:

Czechia Trading Company s.r.o., Mečeříž 220, 294 77, Czech Republic

Please notify us in advance by email at: **info@sparkleme.store**

You may withdraw from the Contract using any provable method—either by emailing us or by completing the **withdrawal form** available at the end of these Terms and Conditions.

As a consumer, you **cannot withdraw** from the Contract in cases outlined in Section 1837 of the Czech Civil Code (e.g., customized goods, sealed goods after opening, etc.).

In case of withdrawal, you must send the Goods back **within 14 days** of the withdrawal date. **Return shipping costs are borne by you.**

We will refund the purchase price **within 14 days** of effective withdrawal, using the account the original payment was made from, or the account specified in your withdrawal notice. However, the refund **will not be issued before** we receive the returned Goods.

The Goods must be returned **exclusively by post** to:

Czechia Trading Company s.r.o., Mečeříž 220, 294 77

Conditions for a valid return:

- Goods must be:
 - complete,
 - undamaged,
 - clean,
 - without signs of wear or use (except trying on)
 - with original tags and labels attached,
 - in the original packaging that protects the item from wrinkles and moisture.
- If the Goods were delivered with a **free gift or accessory**, these must also be returned.
- Goods must not be modified in any way—this would be considered damage.

If you handle the Goods **beyond what is necessary to determine their nature, characteristics, or functionality**—for example, more than you would in a physical store—you are liable for **a decrease in their value**.

If we have not yet refunded you, we may offset the decrease in value or return costs against your refund.

9b. Our Right to Withdraw from the Contract

We may withdraw from the Contract **at any time prior to delivery** of the Goods if:

- objective reasons prevent us from fulfilling the order (e.g. issues with suppliers or the nature of the Goods), even within the 14-day statutory period;
 - you deliberately provided **false information** in your Order;
 - you are purchasing as a **business entity**, without a prior established cooperation agreement—in such a case, we may withdraw from the Contract at any time and **without giving a reason**.
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10) WARRANTY AND LIMITATION OF LIABILITY

We guarantee that the Goods are **free from defects** at the time of dispatch, particularly that they:

- conform to the agreed description, type, and quantity,
- match the stated properties and appearance.

We are **not liable** for defects caused by:

- incorrect use,
- excessive abrasion,
- mechanical damage (e.g. tears),
- failure to follow care instructions,
- improper storage,
- use contrary to the instructions provided in these Terms or on product labels.

The **warranty does not cover**:

- normal wear and tear,
- damage from misuse or care inconsistent with the care guide (see section 3b),
- chemical damage or mechanical intervention.

If you are unsure about product features, you are welcome to **contact us before purchase**.

You may only make a claim if:

- the defect occurred **during the warranty period**, and
- the swimwear or accessories were **used according to the care instructions**.

By placing an order, you acknowledge and agree that:

- The Goods have the properties listed on our website;
- You are familiar with and agree to the instructions for use and care;
- You understand that **shiny or glittery materials are delicate** and require strict adherence to care guidelines—failure to follow these voids the warranty;
- Minor glitter loss or general wear is **not grounds for a claim**;
- The Goods match the reference photos or product templates provided on the E-shop.

11) COMPLAINTS AND CLAIMS

If the Goods have a defect, you must file a claim **without undue delay**, no later than **30 days after discovering the defect**. Claims may only concern defects discovered upon delivery or during the warranty period.

Your rights and obligations regarding defective Goods are governed by applicable law, especially Sections 2099–2117 and 2161–2174b of the Czech Civil Code and Act No. 634/1992 Coll., on Consumer Protection.

If you purchased as a **business entity**, you must file the claim **within 3 days** of discovering the defect (§ 2112).

To file a complaint, email **info@sparkleme.store** with:

- a description of the defect, and
- **photos** of the item.

We will then coordinate a resolution with you. The complaint will be handled in accordance with your lawful claim.

Possible resolutions include:

- delivery of missing parts;
- repair of the Goods (if sent back to us);
- delivery of replacement Goods if the complaint is justified and the defect was **not caused by improper care** of delicate material.

The chosen resolution must not be impossible or disproportionately costly compared to the alternative. We assess this based on the defect's significance, the value of defect-free Goods, and associated costs (e.g. return shipping).

If you caused the defect (e.g. via incorrect care, mechanical or chemical damage), **you are not entitled to claim**.

Normal wear or damage due to standard use is **not a defect**. The same applies to signs of use in second-hand Goods.

We may **refuse to correct** a defect if doing so would be impossible or unreasonably costly.

If we:

- refuse to correct the defect,
- do not resolve the defect within the legal timeframe,
- or if the defect recurs or substantially breaches the Contract,

—you are entitled to a **refund or a price reduction**.

However, you may **not withdraw from the Contract** if the defect is minor.

When you submit a claim, we will provide written confirmation including:

- the date of your complaint,
- a description of the issue,
- the proposed solution,
- and your contact details.

Unless agreed otherwise, we will resolve the claim **within 30 days**. If not resolved within this period, you may withdraw from the Contract or request a price reduction.

You will be informed via email about the outcome and receive written confirmation of how the claim was resolved.

If the claim is justified, we will reimburse any **reasonable costs** incurred, such as shipping—**proof of expenses is required** (e.g. receipts). If a replacement was sent, you must return the original item to us at **our expense**.

If you are a **business customer**, you must report any defects **without undue delay**, but no later than **3 days after delivery**.

If you are a **consumer**, you may claim defects **within 24 months** of receiving the Goods.

13) CONSUMER DISPUTE RESOLUTION

We are **not bound by any codes of conduct** in relation to buyers within the meaning of Section 1826(1)(e) of the Czech Civil Code.

We handle consumer complaints via our contact email: **info@sparkleme.store**. Information about the resolution of your complaint will be sent to the buyer's email address.

For **out-of-court resolution** of consumer disputes arising from the Contract, you may contact the:

Czech Trade Inspection Authority (Česká obchodní inspekce)

Štěpánská 796/44, 110 00 Prague 1, Czech Republic

ID No.: 000 20 869

Website: www.coi.cz

An online dispute resolution platform is available at:

<http://ec.europa.eu/consumers/odr>

The **European Consumer Centre Czech Republic** is the local contact point according to Regulation (EU) No. 524/2013 on online dispute resolution for consumer disputes:

Štěpánská 796/44, 110 00 Prague 1

Website: www.evropskyspotrebitel.cz

For customer service and complaints, you can reach us at:

info@sparkleme.store

or call **+420 606 242 178**

14) FINAL PROVISIONS

If our legal relationship contains an **international element** (e.g. shipment of goods outside the Czech Republic), the relationship will always be governed by the **laws of the Czech Republic**. If you are a **consumer**, this does **not affect your rights** under applicable local laws.

All written correspondence between you and us will be delivered via **email**. Our email address is listed in our company contact details. We will use the email address you provided in your Order, User Account, or in your communication with us.

We process your **personal data** in accordance with applicable data protection laws. You can find our privacy policy on our website.

The Contract may only be amended in writing by mutual agreement. However, we **reserve the right to amend these Terms and Conditions**, which shall only apply to Contracts entered into **after** such changes take effect. You will only be notified of changes if:

- you have a **User Account**, or
- we deliver Goods to you **regularly and repeatedly** under an existing agreement.

In such cases, we will notify you by email **at least 14 days** before the new terms take effect. If you do not terminate the recurring contract within this period, the updated terms will become part of the Contract and apply to subsequent deliveries. The **notice period is 2 months** from the date you submit your termination.

We are **not liable** for damages caused by **force majeure** (e.g. natural disasters, pandemics, operational failures, supplier outages, etc.). If the force majeure event lasts longer than **30 days**, either party may withdraw from the Contract.

The following attachments form an integral part of these Terms and Conditions:

- **Annex No. 1** – Complaint Form
- **Annex No. 2** – Withdrawal from Contract Form

By placing an order, you confirm that you have read and agreed to these Terms and Conditions. The Seller reserves the right to update them, with the valid version always available on the website.

✨ **Thank you for shopping with Sparkle*Me – a brand that supports handmade work and sustainable fashion.** ✨

These Terms and Conditions take effect on **April 1, 2025**.

ANNEX NO. 1 – COMPLAINT FORM

To: Sparkle*Me Bikini
Represented by Czechia Trading Company s.r.o.

Complaint Submission

Date of Contract Conclusion:

Attach Proof of Purchase (Invoice):

Full Name:

Address:

Email Address:

Product Being Claimed:

Description of Defects:

Proposed Solution to the Complaint:

Number of Photos or Videos Attached:

I also request a confirmation of this complaint including the date it was submitted, its contents, the proposed method of resolution, and my contact details for communication regarding the complaint's outcome.

Date:

Signature:

ANNEX NO. 2 – WITHDRAWAL FROM CONTRACT FORM

To: Sparkle*Me Bikini
Represented by Czechia Trading Company s.r.o.

I hereby declare that I am withdrawing from the Contract:

Date of Contract Conclusion:

Full Name:

Address:

Email Address:

Specification of Goods Covered by the Contract:

Preferred Refund Method or Bank Account Number:

If the buyer is a consumer and purchased goods via the e-shop www.sparkleme.store or by other means of remote communication, they have the right to withdraw from the purchase contract **within 14 days** of its conclusion (or of receiving the goods), **except in cases defined under Section 1837 of Act No. 89/2012 Coll., Civil Code**.

The buyer must inform the Seller of the withdrawal in **writing via email** to the address listed on the website.

Upon withdrawal, the consumer must **return the goods without undue delay**, but no later than 14 days after giving notice of withdrawal.

The Seller will **refund all payments** received from the consumer, including delivery charges, **no later than 14 days** from the date of withdrawal—**using the same payment method**. However, the Seller is not obligated to refund before receiving the returned goods.

Date:

Signature: