

Website Terms and Conditions

1. General Provisions

The Website of Kragujevac Plaza shopping center, available at www.kragujevacplaza.rs, is owned by SEK d.o.o. Novi Beograd ("Kragujevac Plaza"), a Serbian company, having its registered office in Bulevar Milutina Milankovića 9đ, Belgrade, Serbia, registered with the Trade Register under no. 20306521, sole registration code 105067077.

Notification Concerning the Processing of Personal Data, available here: [Notification](#) and Privacy Policy, available here: [Privacy Policy](#) form part of these Terms and Conditions, and provide a detailed description of how we collect, use and process Users' data while navigating on the Website, as well as their rights related to personal data.

In order to use the Website, users must be minimum 16 years old and agree to this Terms and Conditions regulation.

By accessing and using the Website, the User acknowledges and accepts these Terms and Conditions, as well as other policies relevant for the Website.

If you do not agree to these Terms and Conditions or a part of these Terms and Conditions, please do not use the Website in any way.

2. Definitions

Website

www.kragujevacplaza.rs

Company

Kragujevac Plaza – SEK d.o.o. Novi Beograd S.R.L., a Serbian company, having its registered office Milutina Milankovića 9đ, Belgrade, Serbia, registered with the Trade Register under no. 20306521, sole registration code 105067077, IBAN: RS35265100000014695745 (Raiffeisen Bank A.D.), part of NEPI Rockcastle group.

Group

Any other entities of NEPI Rockcastle group. The list of companies within NEPI Rockcastle Group can be found here: [List of Group Companies](#)

NEPI Rockcastle

A company organised under Isle of Man law, registered under no. 001211V, having its registered office in Lord Street, Douglas, Isle of Man, IM1 4LN, Et. 2, Anglo International House.

User/Users

Any user/users navigating and/or reading and/or using and/or signing up the Website and/or subscribe to the Newsletter.

Account

Refers to a collection of Users' personal information allowing them to access all areas of the Company's or other NEPI Rockcastle group companies' Website.

Agreement

Means the Agreement executed between the User and the Company, according to these Terms and Conditions.

Third Party Partners

Third Party Partners refers to partners on whose behalf we communicate with Users, and are divided into: tenants of NEPI Rockcastle group's shopping centers, mass-media partners, collaborators and event planners.

The complete list of Third Party Partners is updated each quarter, and can be found here: [List of Third Party Partners](#).

Third Party Partners do not have access to Users' personal data, except when the Company procured the prior consent of an User in this regard.

Associated Partners

Company:

- Footprints for Retail S.R.L., Romanian company, having its registered office in Bucharest, 114-116 Știrbei Vodă street, district 1, registered with the Trade Register under no. J40/6983/2014, sole registration code RO38324578, IBAN: RO 02 BACX 0000 0015 4047 6002 (UniCredit Bank SA), duly represented by Daniel Mărculescu, in his capacity of permanent representative of the administrator The Digital Voyager SRL.

Represents that it is an associated partner with the Company within the meaning of the Regulations provisions of Republic of Serbia, and that the subject matter of its association agreement is closely linked to the fulfillment of company's obligations towards users regarding the delivery of website services.

Moreover, users are notified that these partners are Responsible for complying with the obligations related to personal data protection as these - i.e. personal data - may be transferred to others once they are registered by one of the associated partners.

Personal Data

Any information related to the User which allows his/her directly or indirectly identification, including, but not limited to last name, first name, gender, date of birth, email address, mobile telephone number, whether he/she is married, whether he/she has children, children's age, etc., and which are provided by the User to create an Account on the Website, to subscribe to Newsletter, to express opinions and make suggestions, to publish materials or for any other purposes.

Consent to Personal Data Processing

Means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data concerning him/her.

Data Protection Officer

The Company and/or associated Partners will designate a person whose purpose is to inform and advise the data controller or the processor as well as the employees in charge of data processing regarding their obligations under the law, as well as to supervise the compliance with laws related to data protection and with controller's or processor's policies with respect to personal data protection, cooperation with the supervisory authority, taking over the role of contact point in relation to the supervisory authority regarding processing issues.

The contact person of the data controller, namely the Data Protection Officers on behalf of its partner are:

- Representative of the Company or of other NEPI Rockcastle group companies:

Data.protection.serbia@nepirockcastle.com

- Representative of Company's Partner – Footprints for Retail S.R.L.:

dan.marculescu@footprintsforretail.com

3. Accessing the Website

Users can access the Website simply for information purposes. In such case, users acknowledge that they will not be able to view all the Website's areas as these areas require an Account registration (e.g.: save products, collections, events)

Upon registration of Account on the Website, User can opt for:

- direct communication of promotional offers and shopping center's news (commercial offers, invitations to events, special offers due to certain anniversaries and other types of information), by email or sms, or
- create an account on the website in order to receive customised content according to the user's profile.

4. Agreement execution

Registration and usage of Website represent the User's express and unequivocal consent for execution of the Agreement including these Terms and Conditions and Privacy Policy.

The agreement between Company and User wishing to create an Account on the Website is executed only if all steps listed below are followed:

- User is at least 16 years old;
- User accesses www.kragujevacplaza.rs website;
- User reads carefully these Terms and Condition, Notification Concerning the Processing of Personal Data, available here: [Notification](#) and Privacy Policy, available here: [Privacy Policy](#);
- User creates an Account by filling in and providing real information about himself/herself mentioned in the registration form on the Website;
- User accesses the Account for the first time, or using his/her username and password which will not be disclosed to anyone.

In the event that the username and password were stolen or compromised, please inform the Company as soon as possible by sending an email to data.protection.serbia@nepirockcastle.com

The agreement will be deemed executed when the User receives a confirmation from the Company in this regard in the form of an email sent to the address mentioned when the Account under item 3.2 letter d) was created, except for the case when the User does not wish to create an Account on the Website in which case the agreement is deemed executed if the steps under item 3.2 letters a) c) are followed.

By accepting these Terms and Conditions, the User acknowledges that any other subsequent or simultaneous commitments in relation to these Terms and Conditions are replaced by these Terms and Conditions. These Terms and Conditions does not create rights for third persons.

5. Duration and termination of the Agreement

The agreement is deemed executed for indefinite period.

User may stop to use the Account created on the Website at any time by deleting the Account created.

The Company reserves the right to suspend or immediately delete the Account created by an User at any time and without any prior notice if the Company acknowledges that the User does not comply with the provisions of these Terms and Conditions or of other policies published on the Website;

The User acknowledges that after the Agreement is terminated, he/she will not attempt to make a new Account registration on the Website, however, the User will be able to use the Website only for information purposes subject to the conditions under item 3.2 letters a) c).

In the event that the Agreement will terminate, the provisions of sections 5, 8, 11 and 12 will continue to apply.

6. Use of the Website

Users are not entitled:

- to access and use the Website for purposes and by means which qualify as a misuse;
- to use the Website in a such a manner or take any action which causes or might cause damages to the Website or deterioration of the Website performance, availability or accessibility;
- to use the Website in any illegal, fraudulent or injurious manner or in connection with any illegal, fraudulent or injurious activity;
- to use the Website in order to copy, store, host, transmit, use, publish or distribute any materials containing (or related to) spyware, computer viruses, Trojan horse, worms or any other computer malware software;
- to carry out any systematic or automatic data collection activities (including, but not limited to data retrieval and collection) regarding to or in relation to the Website, without the Company's prior written consent;
- to use the data collected from the Website for any direct or indirect marketing activities, including, but not limited to email marketing, SMS marketing, telemarketing and direct marketing by post;
- to use the data collected from the Website in order to contact natural, legal persons or other persons and entities.

7. Processing of Personal Data

The general legal framework governing the protection of personal data is the Law on Personal Data Protection (Official Gazette no. 87/2018) (the "Law") applicable in Republic of Serbia.

The Website www.kragujevacplaza.rs uses cookies. For more information about personal data collected by cookies files, User must consult the Cookies Policy available here: [Cookies Policy](#).

When you choose to create an account on the www.kragujevacplaza.rs website (the "Account"), certain personal data of yours will be processed by Kragujevac Plaza, mainly to be able to provide you with the requested service, and namely access to the app, or to your account on the website.

You can find more information about the processing of your personal data for these purposes, including how to withdraw your consent, in the Notification Concerning the Processing of Personal Data available here: [Notification](#) and Privacy Policy, available here: [Privacy Policy](#).

8. Intellectual property

The Company observes other persons' intellectual property rights and requires Users to comply with any intellectual property rights owned by the Company or third persons.

The Website's content and graphics including, but not limited to the entire textual context, technical sources of all existing and future services and facilities, are owned by the Company and/or its business Partners, as appropriate. These are protected by copyrights, trademark rights and other laws and treaties. The Company assumes no liability for the veracity of intellectual property rights owned by its business Partners and which are used on the Website following the latter's agreement. In the event that the website's content includes specific reference to Company's business Partners, either to their intellectual property rights or business activities pursued by them, namely marketing campaigns, products and services, prices, etc., the Company bears no liability for the accuracy and legality of such information made fully available by its business Partners, the latter bearing the entire legal liability for such content.

By using certain Website's specific tools, where specified, Users assign to the Company their intellectual property rights including, but not limited to texts published on the Website, files loaded on the Website.

Users must observe all intellectual property rights of the Company as well as of its business Partners promoted on the Website, provided by the legislation in force. Users are prohibited to use any image, trademark or sign belonging to the Company or third parties, if they did not procure the prior written consent of the legal holders.

Users may view, download and print Website's pages only for their personal use which is subject to the restrictions below or to any other clauses in these Terms and Conditions. Any use of content for purposes other than the personal use, may be done only with the Company's prior written consent and by indicating the source of information.

In this regard, Users are not allowed:

- to republish materials from the Website (including republication on other websites);
- to sell, lease or sublicense materials from the Website;
- to disclose to the public any materials from the Website;
- to reproduce, duplicate, copy or use the materials from the Website for marketing purposes;
- to redistribute materials from the Website, except for specific content or expressly made available for redistribution.

Requests for using the Website's content for purposes other than the personal use can be sent to Bulevar kraljice Marije 56, 34000 Kragujevac, or by email to info@kragujevacplaza.rs

These Terms and Conditions do not grant Users any right, title or interest regarding the Website, content owned by other persons and published on the Website, trademarks, signs or other intellectual property rights held by the Company.

Considering that the Company wishes to improve Users' experience on the Website, it encourages opinions and suggestions; however, the Company may use comments or suggestions without any obligation to the Users.

Opinions and suggestions can be sent to Kragujevac Plaza address at Bulevar kraljice Marije 56, 34000 Kragujevac, or by email to info@kragujevacplaza.rs

Waivers and assignments

No situation when the Company fails to act immediately to enforce one of its rights will be deemed a waiver to such right or its enforcement.

If any provision of these Terms and Conditions will be held invalid or ineffective, the other provisions will not be affected thereby and will remain in force and fully valid being interpreted in the largest extent permitted by law.

In the case described above, the invalid or ineffective provision will be replaced by another provision legally accepted that best approximates the Company's initial purpose. This applies also for omissions.

Users may not assign their rights in part or in full, pursuant to these Terms and Conditions.

The Company may assign its rights to any of its subsidiaries or to any other NEPI Rockcastle group companies, or to any successor in title associated with the Website.

9. Limits of Liability

The Company makes the Website available AS SUCH, WITH ALL ITS FLAWS and AS IT IS AVAILABLE, without any express or implied guarantee. WE ALSO DECLINE ANY GUARANTEE, INCLUDING ANY MARKETING GUARANTEE, SATISFACTORY QUALITY, ACCURACY FOR A SPECIAL PURPOSE OR NEED. WE DO NOT GUARANTEE THAT THE RESULT WHICH CAN BE OBTAINED BY USING THE WEBSITE WILL BE EFFECTIVE, SAFE OR ACCURATE OR MEET THE USER'S REQUIREMENTS.

The Company does not guarantee that the Website will be constantly available.

If maintenance works are required and the Website is unavailable for maintenance reasons, the Company will inform the User when they access the Website.

The Company will not be liable for internet/network drop and, in particular, for drops due to which the Website cannot be accessed following technical or other difficulties that the Company is unable to control, such as force majeure, third parties fault.

The Company is not liable for inaccurate and/or untrue personal data provided by Users, particularly for those provided by minors aimed to create the appearance of being at least 16 years old for the purpose of creating an Account on the Website.

The User acknowledges that the Company has no control nor obligation to act with respect to:

- the content accessed by User through the Website;
- the content's effect on the User, accessed through the Website;
- interpretation or usage of Website's content by the User;
- the actions taken by the User after accessing the Website's content;

- content or accuracy, compliance with copyright, legality or decency of materials/information found on the links to other websites, privacy policy and terms and conditions regulation applied by such websites. The prior consultation of legal terms and other information related to personal data collection is recommended. The rules contained herein are applicable only for information collected on this Website;
- damages produced by errors, inaccuracy or failure to update the information published on the Website and originating from external sources;
- damages arising due to a failure of the Website or from the impossibility to access certain links published on the Website.
 - o The Company is not liable for any indirect, special, incidental damage resulting from the use of or incapacity to use the Website.
- The User acknowledges that products or promotions published on the Website do not belong to the Company but to its business Partners, and that the prices displayed are given for information purposes and are subject to unannounced changes for which the Company bears no legal liability. Presentations displayed on the Website regarding products, services and promotions presented on the Website belong exclusively to business Partners which are fully liable under the law for the information provided.
- The User acknowledges that the Company is not liable for any loss, costs, trial, claims, expenses or other liabilities if these are directly caused by failure to comply with these Terms and Conditions.
- The User acknowledges that if prices or other details related to products/promotions of Company's business Partners were wrongly displayed, the Company reserves the right to change the information displayed on the Website bearing no liability in this regard.
- User understands that images are displayed on the Website as an example, and the delivered products of Company's business Partners can differ in any way both in terms of image as well as due to changes in the characteristics, design, and the Company will not be made liable in this regard.
- The Company guarantees the optimal Website performance only by using Internet Explorer browser version 9 (at least), Google Chrome, Mozilla Firefox, Safari.

10. Applicable law

These Terms and Conditions are governed by and interpreted in accordance with the Serbian law.

The parties will amicably settle any dispute in connection with these Terms and Conditions within 15 business days as of the User's written notice in this regard. In the event that the parties fail to reach an agreement, such dispute will be settled by the competent Serbian court.

Consumers may not waive their rights under the law. Any contractual clauses that remove or limit the consumers' rights under the law will have no legal effects on them.

11. Amendments to the Terms and Conditions

This Terms and Conditions regulation was updated on 14.5.2020.

Kragujevac Plaza reserves the right to revise and update these Terms and Conditions at any time.

Therefore, please check the relevant section of the Terms and Conditions when you visit the Website, because it may have changed since the last visit.

If you have any questions about the information contained in this page please write us at data.protection.serbia@nepirockcastle.com .

In the event that an amendment/supplement prejudices the User's rights, the Company will inform the User by sending a message to the email addresses associated with the Account.

By continuing to use the Website after enforcement of certain amendments/supplements, the User agrees to observe such amendments/supplements.

IF THE USER DOES NOT WISH TO ACCEPT THESE TERMS AND CONDITIONS, INCLUDING THEIR AMENDMENTS/SUPPLEMENTS, THE USER MUST STOP USING THE WEBSITE