


**ZMLUVA O SPOLUPRÁCI A ŠÍŘENÍ REKLAMY**

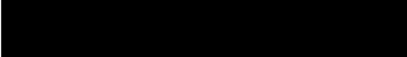
uzavretá podľa ust. § 51 Občianskeho zákonníka  
medzi zmluvnými stranami:

**Zmluvné strany**

**REGION LIPTOV, oblasťná organizácia cestovného ruchu**  
 sídlo: Štúrova 1989/41, 031 42 Liptovský Mikuláš  
 IČO: 42219906  
 DIČ: 2023486069  
 IČ DPH: SK 2023486069  
 zastúpený: Ing. Ján Bleháč, predseda predstavenstva  
 Mgr. Michal Lazár, podpredseda predstavenstva  
 bankové spojenie: 

(ďalej len ako „**OOCR RL**“)

a

**Slovenská asociácia freeridových lyžiarov o.z.**  
 sídlo: Bernolákova 13, 03101 Liptovský Mikuláš  
 IČO: 31811159  
 IČ DPH:  
 zastúpený: Mgr. Ladislavom Mravom, predsedom združenia  
 Ing. Mateiom Huleiom, podpredsedom združenia  
 bankové spojenie:   
 (ďalej len ako „**SAFL**“)

**Článok I.**

- 1.1 Oblasťná organizácia cestovného ruchu REGION LIPTOV je právnickou osobou založenou podľa § 13 a nasl. Zákona č.91/2010 Z.z. o podpore cestovného ruchu v znení neskorších predpisov na podporu a vytváranie podmienok na rozvoj cestovného ruchu s cieľom vybudovať z Liptova významnú horskú destináciu v strednej Európe. Prezentácia regiónu Liptov v rámci podujatia „**Jasná Adrenalin vo freeridovom lyžovaní 2022**“ ktoré sa bude konať 10 – 14. marca 2022 je významnou príležitosťou na vybudovanie povedomia strediska a regiónu Liptov ako top destinácie aj pre freeride lyžovanie, ktoré sa teší vo svete čoraz väčšej obľube.
- 1.2 Slovenská asociácia freeridových lyžiarov (SAFL) je organizátorom podujatia Jasná Adrenalin. Je držiteľom oprávnenia svetovej freeridovej organizácie Freeride World Tour (ďalej FWT) podľa zmluvy v prílohe č. 1.

**Čl. II.****Predmet zmluvy**

- 2.1 Predmetom tejto Zmluvy o spolupráci a šírení reklamy (ďalej len „zmluva“) je zabezpečenie propagácie a reklamy objednávateľa organizátorom podľa nižšie dohodnutých podmienok na podujatí (ďalej len „reklamné plnenia“) a poskytnutie finančného plnenia objednávateľom organizátorovi.
- 2.2 Zmluvné strany sa dohodli, že objednávateľ bude na podujatí komunikovaný ako **hlavný partner**. SAFL sa v rámci spolupráce zaväzuje, že zabezpečí prezentáciu hlavného partnera podujatia Jasná Adrenalin vo freeridovom lyžovaní nasledovne:
  - Loga OOCR Region Liptov, Travel to Slovakia a Ministry of Transport and Construction of the Slovak Republic na webe jasnaadrenalin.sk

- Logá: OOCR Region Liptov, Travel to Slovakia a Ministry of Transport and Construction of the Slovak na štartovacej bráne, reklamnej plachte v cieľi, reklamnej plachte na prize giving ceremony, reklamnej plachte počas live streamu za moderátormi
- Reklamné video na začiatku živého prenosu
- Zobrazenie loga: OOCR Region Liptov, Travel to Slovakia a Ministry of Transport and Construction of the Slovak počas živého prenosu
- Loga: OOCR Region Liptov, Travel to Slovakia a Ministry of Transport and Construction of the Slovak v after movie
- Logá: OOCR Region Liptov, Travel to Slovakia a Ministry of Transport and Construction of the Slovak v reklamnom videu pred pretekmi umiestneným na obrazovkách v stredisku Jasná, na Facebooku Jasná Adrenalin, na Instagrame Jasna Adrenalin)
- Logá: OOCR Region Liptov, Travel to Slovakia a Ministry of Transport and Construction of the Slovak na plagátoch
- Beach Flagy / Bannery na Štarte v Cieľi

### **Článok III. Doba trvania zmluvy**

- 3.1 Táto zmluva sa uzatvára na dobu určitú do 31.3.2022
- 3.2 Táto zmluva nadobúda platnosť a účinnosť dňom jej podpisu obidvoma Zmluvnými stranami.
- 3.3 Každá zo zmluvných strán je oprávnená o zmluvu odstúpiť v prípade podstatného porušenia povinnosti druhej zmluvnej strany

### **Čl. IV. Práva a Povinnosti objednávateľa**

- 4.1 Objednávateľ má právo na reklamné plnenia podľa Čl. 2.2.
- 4.2 Objednávateľ sa zaväzuje bezodkladne do 14 dní po podpise zmluvy spracovať a doručiť organizátorovi podklady potrebné pre zverejnenie reklamy podľa Čl. II. , bod 2.2 tejto zmluvy v elektronickej podobe.
- 4.3 Objednávateľ sa zaväzuje zaplatiť za poskytnuté reklamné plnenia organizátorovi odmenu podľa Čl. V. zmluvy.
- 4.4 Objednávateľ udeľuje podpisom tejto zmluvy oprávnenie organizátorovi na používanie jeho obchodného mena a ochrannej známky, avšak iba v rozsahu, medziach a spôsobom potrebným na plnenie zmluvy; a to na čas jej reálneho trvania.

### **Článok V. Odmena a platobné podmienky**

- 5.1 Objednávateľ sa zaväzuje zaplatiť organizátorovi odmenu za splnenie predmetu zmluvy a to **v maximálnej výške 15 000 € za organizovanie pretekov Jasná Adrenalin**. Zmluvné strany sa dohodli, že dohodnutá odmena je konečná a nemenná. Odmena zahŕňa všetky náklady organizátora spojené s plnením predmetu zmluvy.
- 5.2 Objednávateľ uhradí zhotoviteľovi cenu za poskytnuté služby v dvoch platbách:
  - prvá platba 7 500 eur bez DPH na základe faktúry do 14 dní od podpisu zmluvy.
  - druhá platba vo výške 7 500 eur bez DPH na základe faktúry po ukončení pretekov. Faktúra je splatná do 14 dní od doručenia objednávateľovi.

**Článok VI.**  
**Ostatné a záverečné ustanovenia**


- 6.1 Zmluvné strany sa zaväzujú plniť svoje povinnosti riadne a včas a poskytovať si vzájomnú súčinnosť.
- 6.2 V prípade, ak dôjde u niektorej zo zmluvných strán k nemožnosti plnenia, je povinná túto skutočnosť oznámiť druhej zmluvnej strane bez zbytočného odkladu najneskôr 7 kalendárnych dní.
- 6.3 Zmeny a doplnenia tejto zmluvy môžu byť uskutočnené len formou písomného dodatku uzavretého na základe vzájomnej dohody zmluvných strán a zmena či doplnenie obsahu prílohy zmluvy je platná dňom podpisu nového písomného vyhotovenia určenej prílohy obidvomi zmluvnými stranami.
- 6.4 Právne vzťahy zmluvných strán neupravené v tejto zmluve sa riadia príslušnými ustanoveniami Obchodného zákonníka, resp. príslušnými ustanoveniami všeobecne záväzných právnych predpisov.
- 6.5 Táto zmluva je vyhotovená v 2 originálnych vyhotoveniach, z ktorých každá zmluvná strana obdrží po podpísaní zmluvy jedno vyhotovenie.
- 6.6 Zmluvné strany vyhlasujú, že si zmluvu prečítali, jej obsahu porozumeli a na znak toho, že obsah tejto zmluvy zodpovedá ich skutočnej a slobodnej vôli, ju podpísali.


V Liptovskom Mikuláši dňa 28.2.2022


OOCR Region Liptov :

SAFL:

  
Ing. Ján Blcháč, PhD.  
predseda predstavenstva  
OOCR REGION LIPTOV

  
Mgr. Ladislav Mrava  
predseda  
SAFL o.z.

  
Ing. Michal Lazár  
podpredseda predstavenstva  
OOCR REGION LIPTOV

  
Ing. Matej Hulej  
podpredseda  
SAFL o.z.

Príloha č.1

NA 06  
7/11

## AGREEMENT

Between

**FWT Management SA**  
Route de Verbier 115  
Case postale 143  
1936 Verbier  
Switzerland

represented by Mr Joris Vautier duly authorised in his capacity as General manager

(hereinafter referred to as "FWT")  
on the one hand,

and

**SKI ASSOCIATION OF SLOVAKIA**  
orig. ZVAZ SLOVENSKEHO LYŽOVANIA  
Páničkova 27  
821 08 Bratislava-Ružinov  
Slovakia

represented by Mr Ján Krajčík duly authorised in his capacity as President and Mr. Ladislav Mrava in his capacity as JASNA ADRENALIN Organizing Committee Chief

(hereinafter referred to as "SAS")  
on the other hand,

(Each of FWT and SAS being hereinafter referred to as a "Party",  
and collectively as the "Parties").

WHEREAS, FWT is the sole creator and organizer of the "Freeride World Tour" and owns the commercial and marketing rights for the Freeride World Tour events and competitions;

WHEREAS, FWT organizes and stages the yearly "Freeride World Tour", where professional male and female freeride skiers and snowboarders compete in several successive events worldwide.

WHEREAS, FWT is the sole creator of the "Freeride World Qualifier", a series of independent ski and snowboard freeride competitions, recognized by FWT as feeder events to the Freeride World Tour.

WHEREAS, FWT is developing the competitions calendar, format and judging, as well as the ranking system in collaboration with the Pro Freeriders Board (PFB), a panel of active professional riders, consultants to FWT.

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WHEREAS SAS takes the full organisational responsibility of their event.

WHEREAS JASNA ADRENALIN is the SAS event that intends to become one of the Freeride World Qualifier Finals for the 2022 season.

WHEREAS JASNA ADRENALIN is an existing independent Freeride event and competition.

WHEREAS both Parties, which relationship is grounded on good faith and trust, are convinced that this collaboration will be highly productive for the sport.

The parties agree that:

### **1. Purpose of the agreement**

The present agreement (hereinafter the "Agreement") states the terms and conditions of the cooperation between FWT and SAS to run the event JASNA ADRENALIN for year 2022 with regards to the Freeride World Qualifier (FWQ).

### **2. Event**

SAS commits to organize JASNA ADRENALIN, a ski and snowboard freeride competition in Jasna Nizke Tatry, SLOVAKIA, so called the "Event".

The JASNA ADRENALIN Event dates are integrated in the Freeride World Qualifier calendar.

The JASNA ADRENALIN Event is a 4\* FWQ Finals event, on a scale of events classified from 1\* to 4\*.

### **3. FWQ Guidelines**

SAS commits to respect the FWQ guidelines, an integral part of this agreement, for the organization of the Event, in particular in regard to riders qualifying system, judging system, judges fee and compensations, competition format, ranking system, use of the FWQ title and logo, Event quality, Event security standards, Event administration, and Event communication.

### **4. FWT Advising:**

#### **4.1.FWT Advisor:**

In order to support SAS in the different key areas of the Event organization, FWT is providing an FWQ Advisor, acting as the entry and focal point at FWT for the organizer. His task is to help the JASNA ADRENALIN organizer in:

- defining competition format and competition sites.
- reaching security standards.
- using the FWT Judging Method, validated by the PFB.
- using the point system decided by the PFB and making sure that the results be properly included into the FWQ Ranking.
- providing the necessary and standard administration material such as accreditation forms, start and result lists.
- reporting job to the FWT in order to help the event to improve.

SAS provides free accommodation to the FWQ Advisor for the duration of his stay at the Event.

#### 4.2. FWT Head of sport services:

In order to support SAS in other key areas of the Event such as budget management, communication, TV production and distribution, FWT-SAS-JASNA ADRENALIN web links, webisodes, web news.

The FWT Head of sport services is dealing with SAS for stars attribution to the event, contracts and potential additional sponsors coming from FWT towards SAS.

FWT provides SAS with a registration and ranking platform. FWT will take care about rider's registration following the FWT rules and seeding list.

#### 5. Communication

Both FWT and SAS use their existing communication platforms to promote each other's events and to optimize all possible promotion and coverage by the media of the Freeride World Tour and the Freeride World Qualifier.

SAS and FWT communication agencies shall cross communicate by exchanging photo & video content for their respective PR such as websites, etc. as per specific agreement and shall decide upon common communication opportunities as they arise.

#### 6. FWQ Fee

FWT invoices a FWQ sanctioning fee of € 4'800 to SAS, (VAT included). The fee is composed of the following costs (4'300€ for the FWQ event, 500€ for the liability insurance). The fee covers the integration of the Event dates in the FWT/FWQ calendar and in the FWQ ranking as well as the right to use the FWQ logo. The fee covers the rights for a 4\* qualifier Finals. The fee covers as well for a liability insurance.

The fee will be deducted from the rider's inscription fees collected by FWT. Depending on the final balance, FWT or SAS will bill the other party to balance the final accountancy.

#### 7. Cancellation Policy

In case of cancellation of the event before opening of registration, 100% of the liability insurance fee (500€) will be paid to FWT management

In case of cancellation of the event after opening of registration, 100% of the liability insurance fee (500€) plus 300€ per event will be paid to FWT management

In case of cancellation of the event during the weather window 100% of the liability insurance fee (500€) plus 100% of the sanctioning fee (4'300€) per event will be paid to FWT management.

#### 8. Term

This agreement shall start as of the signature of this contract and be valid for one (1) year covering winter 2022 season.

Renewal of this agreement for season 2022 and beyond will be discussed following the debriefing and valuation.

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## **9. Termination / expiry of the agreement**

### **9.1 Termination for breach:**

This Agreement may be terminated by either Party by notice in writing, with immediate effect to the other Party, and without prejudice to any damages if the other Party is in material breach of any of the terms of this Agreement.

This termination will take place without prejudice to the rights of the other Party to claim damages and interest from the Party in breach.

In case of termination for breach due to SAS not fulfilling its side of the contract, a minimum of 4'000€ from the fee stays with FWT management SA as penalty, without prejudice to the rights to claim additional damages and interest.

### **9.2. Termination in case of Force Majeure :**

Either Party may terminate this Agreement in case of Force Majeure as defined in Article 12.

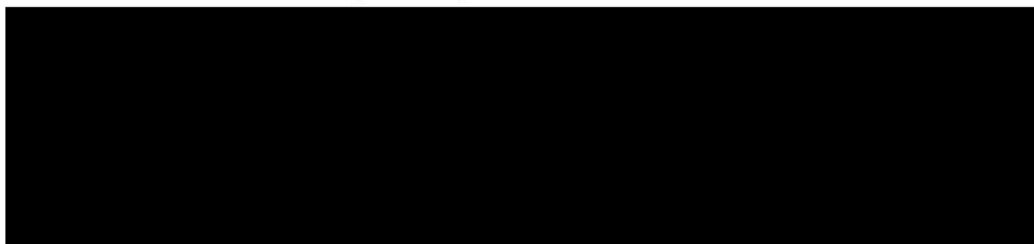
### **9.3. Consequences of termination or expiry**

Upon the expiration or termination of this Agreement for whatever reason and unless otherwise provided in this agreement, both parties shall forthwith cease to use identification likely to be associated with each other, its subsidiaries and/or affiliates. Specifically, SAS/JASNA ADRENALIN shall no longer use the FWQ logo and Title.

## **10. FWQ Title and Logo Usage**

SAS/JASNA ADRENALIN shall not use FWQ title and logo without FWT prior written approval.

For this procedure the following contact persons & coordinates are identified:



## **11. Insurance & Liability**

SAS must have all participants entering the Event sign a liability waiver.

## **12. Force Majeure**

Neither Party shall be in default or otherwise liable for any delay in or any failure of its performance under this Agreement where such delay or failure arises by reason of any unforeseeable and irresistible external event such as but not limited to acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, avalanches on Events locations, lack of snow, exceptionally severe weather conditions (such as, at least, an hurricane), general strike.



A case of force majeure shall suspend the performance of the contractual obligations of either Party.

However, each Party shall inform the other Party of the situation and of its impacts on its obligations and shall take all necessary measures in order to reduce the consequences resulting from an event of force majeure as much as possible.

If an event of force majeure continues for more than thirty (30) days, this Agreement may be terminated as of right by either Party, as the case may be, even if all provisional measures were taken.

### 13. General

#### 13.1. No assignment

Each Party may not assign any of its rights or obligations under this Agreement without the other Parties prior written consent.

#### 13.2. Governing Language

This Agreement is drawn up in the English language. This Agreement may be translated into any language other than English provided, however, the English text shall in any event prevail.

#### 13.3. Election of domicile

For the performance of this Agreement and its follow up's, each Party elects domicile in its registered office.

### 14. Governing law and venue

This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

Failing an amicable agreement, any dispute between the Parties as regards the interpretation or performance hereof shall be referred to the competent Court in Lausanne, notwithstanding multiple defendants or third party notices. Said jurisdiction shall apply to urgent procedures and precautionary procedures alike.

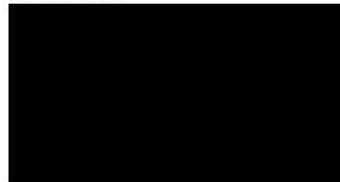
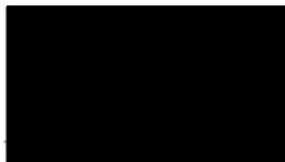
14.12.2021

SKI ASSOCIATION OF SLOVAKIA

FWT Management SA

Ján Krajčík

Joris Vautier



JASNA ADRENALIN ORGANIZING COMMITTEE

Ladislav Mrava

20.12.2021

