

1. Introductory Provisions

1.1. These Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) of sole trader Stanislav Vařeka, with registered office at 273 63, Bratronice 131, registered in the Trade Register under Identification Number (hereinafter “ID No.”) 17144779 (hereinafter the “Seller”), govern, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter the “Purchase Contract”) concluded between the Seller and another natural person (hereinafter the “Buyer”) through the Seller’s online store. The online store is operated by the Seller on the website located at <https://store.luminar.gg/> (hereinafter the “Website”) and the game server.

1.2. The provisions of the Terms and Conditions form an inseparable part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are executed in the English language. The Purchase Contract can be concluded in the English language.

1.3. The Seller may amend or supplement the wording of the Terms and Conditions. This provision does not affect rights and obligations that arose during the validity of the previous wording of the Terms and Conditions.

1.4. The Rules for Using the Luminar.gg Network Services are available for viewing on the Website at [obchod.luminar.gg/rules.pdf](https://store.luminar.gg/rules.pdf) under the title “Rules” (hereinafter the “Rules”). If these Terms and Conditions conflict with the Rules, the provisions stated in these Terms and Conditions shall prevail.

2. Purchase Contract

2.1. The web interface of the store contains information about the goods, including the prices of individual items. The prices of goods are stated including value added tax (hereinafter “VAT”) and all related charges (unless stated otherwise). The prices remain valid for as long as they are displayed in the web interface of the store or on the game server. This provision does not limit the Seller’s ability to conclude a Purchase Contract under individually agreed conditions.

2.2. The web interface of the store also contains information about any costs associated with packaging and delivery of goods. If the goods are of a digital nature and are not sold on a physical medium, the costs associated with packaging and delivery are 0 CZK and do not need to be stated further (unless stated otherwise).

2.3. To place an order, the Buyer must confirm their agreement with the Terms and Conditions and complete the payment according to the chosen payment method. The Buyer is obliged to provide a correct email address for the delivery of confirmation of successful completion and payment of the order.

2.4. Before sending the payment and completing the order, the Buyer is obliged to check all payment details entered.

2.5. The contractual relationship between the Seller and the Buyer arises upon the successful completion of the order by the Buyer (i.e., upon successful payment – settlement of the order).

2.6. The Seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, expected shipping costs), to request additional confirmation of the order from the Buyer (for example, in writing or by telephone).

2.7. The Buyer agrees to the use of remote communication means when concluding the Purchase Contract. The costs incurred by the Buyer in using remote communication means in connection with the conclusion of the Purchase Contract (especially internet connection costs) shall be borne by the Buyer.

3. Transport and Delivery of Goods

3.1. When ordering a digital product or an item delivered without a physical medium – assignment of a rank (also referred to as “Group”), keys, crates, or visual/cosmetic modifications (hereinafter the “Benefits”) – the goods will be delivered within 5 minutes after payment of the order. If the purchased Benefits are not delivered within 5 days from proper payment of the order, the Buyer has the right to file a complaint about the order.

3.2. The Seller undertakes to personally deliver the agreed goods to the Buyer by arrangement in the event that the automatic assignment of goods does not work. By agreeing to these Terms, the Buyer undertakes to inform the Seller of such an outage.

3.3. The Buyer is obliged to retain proof of payment for possible later complaints.

4. Price of Goods and Payment Terms

4.1. The Buyer may pay the price of goods and any costs associated with the delivery of goods under the Purchase Contract to the Seller using the methods stated on the Website.

4.2. The Seller undertakes to always provide up-to-date information on the Website about available payment options and any providers of individual payment methods.

4.3. The Seller reserves the right to change the price of goods at any time without prior notice.

4.4. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined (unless stated otherwise).

4.5. The Seller reserves the right to remove Benefits from the Buyer at any time in the event of violation of the Rules or possible closure of the Luminar.gg game server.

5. Withdrawal from the Purchase Contract

5.1. The Buyer acknowledges that, pursuant to Section 1837 of the Civil Code, it is not possible to withdraw from a purchase contract for the supply of goods that were modified according to the Buyer’s wishes or for their person, for goods that are subject to rapid deterioration, or that have been irreversibly mixed with other goods after delivery, for goods in sealed packaging that the consumer has removed and which, for hygiene reasons, cannot be returned, for the supply of an audio or video recording or computer program if the original packaging has been damaged, or for the supply of digital content if it has not been delivered on a tangible medium.

5.2. Unless it is a case mentioned in Article 5.1 of the Terms and Conditions or another case in which it is not possible to withdraw from the Purchase Contract, the Buyer has the right to withdraw from the Purchase Contract within fourteen (14) days from the receipt of goods. In the case where the Purchase Contract concerns several types of goods or delivery in several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the Purchase Contract must be sent to the Seller within the period mentioned in the preceding sentence. The Buyer may send the withdrawal to the Seller’s registered office address or to the email address skyversecraft@seznam.cz. The Seller recommends sending the withdrawal together with the goods which are the subject of the Purchase Contract.

5.3. In the event of withdrawal from the Purchase Contract under Article 5.2 of the Terms and Conditions, the Purchase Contract is canceled from the outset. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.

5.4. In the event of withdrawal from the contract under Article 5.2 of the Terms and Conditions, the Seller shall return the monetary funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Contract to the Buyer's bank account specified in the withdrawal request. The Seller is also entitled to return the performance provided by the Buyer when the goods are returned by the Buyer, or in another way, if the Buyer agrees and no additional costs arise for the Buyer. If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the received monetary funds before the Buyer returns the goods or proves that the goods have been sent to the Seller.

5.5. The Seller is entitled to unilaterally set off the claim for compensation for damage to the goods against the Buyer's claim for a refund of the purchase price.

5.6. In the event that the Buyer has the right to withdraw from the Purchase Contract under the provisions of Section 1829(1) of the Civil Code, the Seller is also entitled to withdraw from the Purchase Contract at any time until the Buyer takes over the goods. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by non-cash transfer to the account specified by the Buyer.

5.7. If a gift is provided to the Buyer together with the goods, the gift contract between the Seller and the Buyer is concluded with a termination condition that if the Buyer withdraws from the Purchase Contract, the gift contract regarding such a gift loses its effectiveness and the Buyer is obliged to return the provided gift to the Seller together with the goods.

6. Complaints (Rights from Defective Performance)

6.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by the applicable generally binding legal regulations (in particular Sections 1914 to 1925, 2099 to 2117, and 2161 to 2174 of the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection, as amended).

6.2. The Seller is liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable that at the time the Buyer took over the goods: the goods have the properties agreed upon by the parties, and if no agreement exists, such properties as described by the Seller or manufacturer or expected by the Buyer considering the nature of the goods and the advertising carried out; the goods are suitable for the purpose stated by the Seller or for which such goods are usually used; the goods correspond in quality or design to the agreed sample or model if quality or design was determined according to the agreed sample or model; the goods are in the appropriate quantity, measure, or weight; and the goods comply with legal requirements.

6.3. The provisions in Article 6.2 of the Terms and Conditions do not apply to goods sold at a lower price for a defect for which the lower price was agreed, to wear and tear of goods caused by normal use, to used goods for a defect corresponding to the level of use or wear that the goods had when taken over by the Buyer, or if this results from the nature of the goods.

6.4. If a defect appears within six months of receipt, it is presumed that the goods were defective at the time of receipt. The Buyer is entitled to exercise the right from a defect that occurs in consumer goods within twenty-four months from receipt.

6.5. When filing a complaint, the Buyer is obliged to sufficiently prove that the ordered service was duly paid for – Proof of payment for the service.

6.6. The Buyer is entitled to file a complaint with the Seller if: the purchased goods were not delivered within the specified period, or a higher amount was charged than the amount stated on the Website.

6.7. The Seller is entitled to reject the complaint if: the Buyer is unable to provide adequate proof of payment for the order; the Buyer sent the payment in the wrong format; or the Buyer entered incorrect information when ordering.

6.8. The Buyer may submit a complaint using the email address provided on the Website or by mail to the registered office address. If the complaint is submitted in another way, it may not be responded to.

6.9. The Seller undertakes to begin resolving the complaint within 5 business days of its submission.

6.10. The Buyer is obliged to report an error in delivery or billing immediately after discovering it. In the event of unnecessary delay, the complaint may not be recognized.

7. Unavailability of Server Services

7.1. The Seller reserves the right to remove Benefits from the Buyer at any time in case of violation of the Rules or in the event of closure or suspension of the Luminar.gg game server.

7.2. Article 7.1 also applies to user accounts without purchased Benefits.

7.3. The Seller is obliged to post information about planned or unplanned outages of services related to the Luminar.gg game server (especially the Website or Discord server with the connection link – <https://discord.luminar.gg>).

8. Information about Benefits on the Luminar.gg Game Server

8.1. Benefits on the game server can be purchased according to the procedure stated on the Website or the Luminar.gg game server.

8.2. Benefits are intended to improve the gaming experience and the ability to stand out from other accounts that do not own such Benefits on the Luminar.gg game server.

8.3. The Seller reserves the right to change the Benefits without the obligation to provide compensation to the Buyer, with or without notice.

9. Personal Data Protection

9.1. The Luminar.gg game server and its provider are obliged to provide information on the protection of personal data in accordance with the General Data Protection Regulation of the European Union.

9.3. The Buyer acknowledges that they are obliged to provide their personal data (during registration, in their user account, when placing an order via the web interface of the store) correctly and truthfully, and that they are obliged to inform the Seller without undue delay of any changes in their personal data.

9.4. The Buyer confirms that the personal data provided are accurate and that they have been informed that the provision of personal data is voluntary.

10. Customer Support

10.1. In case of problems with using the services of the Luminar.gg game server, the user can contact support via services related to the Luminar.gg game server (Discord or Forum) and via the email address skyversecraft@seznam.cz.

10.2. The Buyer or user is always obliged to provide only accurate, complete, and truthful information and to communicate politely and in mostly standard language so that the message can be understood. If the stated conditions are not met, support may not be provided to the Buyer.

10.3. The Seller is not obliged to respond to inquiries unrelated to the goods or services provided.

11. Additional Rights and Obligations of the Contracting Parties

11.1. The Buyer is not entitled to resell goods to other persons.

11.2. The Seller is not bound in relation to the Buyer by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

11.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: <http://www.coi.cz>, is competent for the out-of-court settlement of consumer disputes arising from the Purchase Contract.

11.4. The Buyer hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

12. Final Provisions

12.1. If a relationship established by the Purchase Contract contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law. This does not affect consumer rights arising from generally binding legal regulations.

12.2. If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, a provision whose meaning comes as close as possible to the invalid provision shall replace it. The invalidity or ineffectiveness of one provision does not affect the validity of the other Luminar.gg provisions.

12.3. All information necessary to contact the Seller is provided on the Website.