

General Business Terms and Conditions

These General Business Terms and Conditions govern the legal relations between the Bratislava Tourist Board (hereinafter referred to as "BTB") and holders of the Bratislava CARD (hereinafter referred to as "Cardholder").

1.1 Bratislava CARD

The Bratislava CARD (hereinafter referred to as „BC“) is a plastic card with a bar code and a unique number that permits its holder to draw discounts of 5 up to 100 % and other benefits provided by contractual partners – providers of discounts listed in the BC brochure. Each contractual partner of BTB shall provide the Cardholder the offered discounted performance under the conditions defined in the BC brochure, to the full extent in terms of quality and quantity. Each use of BC via a contractual partner shall be registered in the Bratislava CARD Information System (hereinafter referred to as "BC IS") for the purpose of administration and registration of the Bratislava CARDS, the registration being made through an electronic reading device, manually by an entry directly into the electronic database or into a pre-printed off-line form. The card can be used only for the purposes intended. **The card is usable throughout the city of Bratislava and the Bratislava Region.**

1.2 Public transportation in Bratislava and the Bratislava Region

The Bratislava CARD guarantees unlimited use of public transport in all zones in Bratislava and the Bratislava Region including 1 piece of luggage.

1.2.1 One child up to the age of 16 accompanied by a Bratislava CARD holder parent is entitled to free unlimited travel on the public transport network in all zones.

1.3 Cardholder

1.3.1 The Cardholder is a person who purchases the BC:

- (i) in our brick-and-mortar store, in the BTB Tourist Information Centre on Klobučnícka Street 2 in Bratislava (hereinafter referred to as "TIC BTB") or at BTB contractual distribution points (accommodation facilities, travel agencies and other companies offering services and goods related to tourism) or
- (ii) on the BTB website: www.visitbratislava.com/bc.

1.3.2 The Bratislava CARD is conceived for adults paying regular admission fees. Of course, anyone can buy a Bratislava CARD, but as a rule, most museums and galleries offer concessions anyway, for example for children, students and seniors.

1.4 Issuing of the Bratislava CARD

The contractual relationship between BTB and the Cardholder arises:

- (i) Within the purchase in our brick-and-mortar store through issuing the BC in the TIC BTB, or at the contractual distribution point of the BTB.
- (ii) When buying online on the BTB website www.visitbratislava.com/bc by meeting the following conditions by the applicant for BC:
 - a) by complete filling and sending the orders on the BTB website www.visitbratislava.com/bc
 - b) by giving consent to these general terms and conditions and to the processing of personal data (see 1.13).
 - c) by paying the price for the BC by means of the credit card through the payment gateway.

After fulfilling the conditions of online purchase of the BCC, a voucher for the BC will be to the BC applicant's email address. The BC will be issued upon presentation of a printed voucher for the BC either in TIC BTB or at the contractual BTB Distribution Point. The voucher must be printed and given to the sales point. The card cannot be issued without the printed voucher. Mobile vouchers are not accepted. The BC voucher validity is 30 days from the receipt of the BCC applicant.

1.5 The Price of Bratislava CARD

Price of BC for the season from 1st April 2019 to 31st March 2020 when buying in a brick-and-mortar store and online on the BTB website www.visitbratislava.com/bc: 24h CARD – € 18; 48h CARD – € 22; 72h CARD – € 25.

1.6 The Bratislava CARD's validity

The validity of BC is limited by the marked date and time of activation shown in the relevant box on the back side of the card. In all establishments and services including public transport the card is valid for 24, 48 or 72 hours from the date and time of activation. The contractual relationship between the Cardholder and the BTB terminates also within the expiration of the BC.

1.7 Rights and Responsibilities of the Cardholder

1.7.1 The Cardholder is obliged to use all discounts on the BTB contractual partners to the extent specified in the BC brochure during the period of validity. The Cardholder is obliged to accept the operating time and the operating rules of the contractual partner. The Cardholder is obliged to keep the BC carefully and protect it from mechanical damage and prior to its loss. The BC may not be assigned to third parties.

1.7.2 The Cardholder automatically becomes a client of the BTB contractual partner when using their services. The Cardholder is obliged to submit a valid BC and upon request also a valid ID when claiming the discounts. All of the Cardholder claims relating to the provision of services of the given contractual partner, in particular a claim for damages caused by the contractual partner, the Cardholder applies to a given contractual partner. The BTB is not liable for any damage caused to the Cardholder to use the services of the contractual partner. The BTB is not obliged to perform checks on contractors related to the safety and quality of the services and goods. The legal relationship between the BTB contractual partner and the Cardholder terms and conditions hinges on the business conditions of the contractual partner.

1.7.3 In case of not providing the discount on the part of whoever service provider, the Cardholder is required to immediately notify any of the branches of TIC BTB concerning this fact, whereas it is necessary to state the name of the provider, the exact time and circumstances of the failure to provide discount as well as show proof of payment for the given service.

1.8 Non-transferability of the Bratislava CARD

The Bratislava CARD is non-transferable. The Cardholder's name and surname shall be written in the white field on the back side of the card when purchasing the card or by its first use. Incompletely filled out cards are invalid.

1.9 Loss / Theft / Early Departure

Lost or stolen card cannot be replaced by a new one. In the case of early departure of the Cardholder, no compensation shall be given for services not used by the Cardholder.

1.10 Misuse of Bratislava CARD

When identifying serious misuses of BC by its holder or by third parties to which the card was transferred, BTB is entitled to block the card without any compensation. Where BC is misused or there are suspicions of its misusing, the BTB contractual partner may ask the holder of the card to prove his/her identity, and withhold the BC without any compensation.

1.11 Bratislava CARD Brochure

The Bratislava CARD Brochure (hereinafter referred to as "BC Brochure") is a printed material provided together with BC to each Cardholder. The brochure is published by BTB at the beginning of each new card season. Together with a map indicating discount providers, the BC Brochure gives all the operators and services of contractual partners providing discounts (presentation of given operator/service, contact information, operating hours, amount of the provided discount and/or frequency of its use).

1.12 Change in Extent of Services and Prices of Partners

1.12.1 In connection with the technical condition of given operation or any other unpredictable circumstances on the contractual partner's side, the offer of services given in the BC Brochure may temporarily be limited, and/or the services may be completely stopped. In the case of such temporary or total cancellation of the services due to the above reasons, the Cardholder shall not be

entitled to any compensation or price reduction. BTB shall publish any temporary or total cancellation of services on its website www.visitbratislava.com/bc as soon as possible.

1.12.2 Prices of services provided by contractual partners are subject to change. BTB shall not be held liable for price policies of Bratislava CARD contractual partners. The amount of discounts provided by contractual partners is fixed throughout each annual card season, i.e. from April of the current year to March of the following year.

1.13 Special provisions relating to the purchase of the BC online on the BTB website www.visitbratislava.com/bc

1.13.1 For legal relations between the BTB and the BC buyers online on the BTB website www.visitbratislava.com/bc there relates the provisions of Act No. 102/2014 on consumer protection in the sale of goods or services under a contract concluded remotely or a contract concluded off the premises of the operator and on amendments to certain laws.

1.13.2 The BC applicant is entitled to withdraw from the voucher purpose for the BC carried out online via the BTB website www.visitbratislava.com, even without any reason, within 14 days of receipt of the voucher. The withdrawal period from the purchase is considered definitive, provided that the withdrawal notice from the purchase was sent at the last day of the period. The right to withdraw from the purchase expires (i) fully within a 14-day period, (ii) after issuing the BC on the basis of a voucher for the BC.

1.13.3 For the right to withdraw from the purchase the BC applicant is required to apply in writing, in paper form or in the form of minutes on another durable medium (email: citycard@visitbratislava.com).

1.13.4. The BC applicant, or the BC holder has the right to reclaim the BTB with the request for corrective action (email: citycard@visitbratislava.com), if not satisfied with the way in which the BTB addressed their complaint or if they believe that the BTB violated their rights. If the BTB fails to respond to this request or there is no response within 30 days of its sending, the BC applicant, or the BC holder is entitled to initiate an alternative dispute resolution of the subject under Act No. 391/2015 ([http://www soi.sk/sk/Alternativne-riesenie-sporov.soi](http://www soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi)).

1.14 Information on data protection under GDPR

Provider: Bratislavská organizácia cestovného ruchu (BTB), registered office at Primaciálne námestie 1, 814 99 Bratislava 1, Company ID: 42 259 088

Contact details: citycard@visitbratislava.com

Purpose of processing:

- a) performance of the contract (as far as data is concerned: name, surname, e-mail address, expected date of arrival, presumed place of collection)
- b) statistics (in terms of age, country)

Legal basis of processing:

- a) processing of the following personal data: name, surname, e-mail address, expected date of arrival, presumed place of collection is necessary for the performance under this contract
- b) processing of the following personal data: country and age is carried out based on the operator's legitimate interest - statistical evaluation of the traffic in the destination

Retention period: 1 year

The person concerned has:

1. the right to request access to their personal data;
2. the right of rectification (rectification of incorrect data, completion of incomplete data);

3. the right to erasure of personal data and the right to restrict the processing of personal data;
4. the right to object to the processing of personal data;
5. the right to personal data portability;
6. the right to file a petition concerning the protection of personal data at the Office for Personal Data Protection of the Slovak Republic.

Provision of the following personal data: name, surname, e-mail address, expected date of arrival, presumed place of collection is a requirement that is mandatory for the conclusion of the contract. It is not possible to conclude the contract without providing personal data (it is not possible to buy the BC).

Providing personal data on age and country is voluntary.

1.15 Final Provisions

1.15.1 The General Business Terms and Conditions are issued by the *Bratislavská organizácia cestovného ruchu* (Bratislava Tourist Board), having its seat at Primaciálne námestie 1, 814 99 Bratislava, Slovakia, Tel.: 0905 848 409, E-mail: btb@visitbratislava.com, Organization ID No: 42259088, registered in the Register of Regional Tourism Organizations in the Ministry of Transport and Construction of the Slovak Republic under No 28351/2011/SCR and 16789/2012/SCR.

1.15.2 *Bratislavská organizácia cestovného ruchu* (Bratislava Tourist Board) is entitled to amend these General Business Terms and Conditions at any time. Any amendment to the General Business Terms and Conditions shall become effective and valid, and thus binding for the Cardholder as well as BTB, as of the first working day following the day when the Cardholder was informed about the amendment to the General Business Terms and Conditions via publishing on the website www.visitbratislava.com/bc unless a later date is given.

1.15.3 The legal relations between the BTB and the Cardholder are governed by the laws of the Slovak Republic.

1.15.4 These General Business Terms and Conditions come into force on 1st April 2019.