

GENERAL BUSINESS TERMS AND CONDITIONS

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

1.1 Bratislava CARD

The Bratislava CARD (hereinafter referred to as "BC" or "Card") is

- (i) a plastic card; or
- (ii) a digital card in the mobile phone; or
- (iii) an online card in PDF format.

The BC in each form contains the BC number, the BC holder name, the BC validity period and the barcode / QR code. The BC is valid for 24, 48 or 72 hours and the validity period of the BC starts from the activation of the BC or the first use of the BC.

BC allows its holder to draw discounts ranging from 5 % to 100 % and other benefits provided by contractual partners – the discount providers listed in the BC brochure. All contractual partners of BTB undertake to provide the Cardholder the discounted services under the conditions defined in the BC brochure, to the full extent in terms of quality and quantity. Each use of BC is registered via the contractual partner in the Bratislava CARD Information System (hereinafter referred to as „IS BC“), used for the administration and registration of Bratislava City visitor cards by means of electronic reading device, manual entry into the electronic database or by pre-printed off-line form. The card can only be used for the purposes intended. **The card can be used throughout the city of Bratislava and the Bratislava Region.**

1.2 Public Transport in Bratislava and the Bratislava Region

The BC guarantees unlimited use of public transport in all IDS BK zones (Bratislava and the Bratislava Region), including carriage of 1 piece of luggage.

1.2.1 One child up to the age of 16 is entitled to unlimited travel on the public transport network when accompanied by a Cardholder parent.

1.3 Cardholder

1.3.1 The Cardholder is the person who purchases the BC:

- (i) at the BTB Tourist Information Centre at Klobočnická 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) via a mobile application; or
- (iii) purchasing a voucher online via the BTB website www.visitbratislava.com/bc or www.bratislavamarathon.com, based on which the buyer is required to collect their plastic card from the Activation Point.

1.3.2 The BC is designed for adults paying basic admission fees in facilities and services. Of course, anyone can buy the card, but as a rule, most museums and galleries generally offer discounts to children, students and seniors.

1.4 Issuing the Bratislava CARD

The contractual relationship between BTB and the Cardholder arises:

- (i) at the purchase of the BC in the BTB TIC or at the BTB contractual distribution point;
- (ii) when purchasing the BC via a mobile application meeting the following conditions:
 - a) complete filling and sending the order via mobile application,
 - b) giving consent to the General Business Terms and Conditions,
 - c) paying the price of the BC.
- (iii) when purchasing the BC online via a website meeting the following conditions:
 - a) complete filling and sending the order via the website,
 - b) giving consent to the General Business Terms and Conditions,
 - c) paying the price of the BC by credit card through the payment gate.

After fulfilling the conditions of the online purchase, a BC voucher will be sent to the BC applicant's email address. The BC will be issued to the BC applicant in the form of a plastic card upon presentation of the voucher in the TIC BTB or at the BTB contractual distribution point. The voucher must be redeemed within 90 days after the

expected date of arrival. **Vouchers are accepted at the distribution points in printed and / or electronic form as follows:**

- **BTB Tourist Information Centre - Klobučnická 2, 811 01 Bratislava**
Opening hours: Mon - Sat 9.00 – 17.00, Sun 10.00 – 16.00

- accepts vouchers in both printed and electronic form
- **Slovak Lines Ticket Offices - Bus Station, Bottova 7, 811 09 Bratislava**
Opening hours: Mon - Sun 6.30 – 18.30

- accepts vouchers in both printed and electronic form
- **ZSSK Customer Centre – Hlavná stanica Railway Station, Námestie Franza Liszta 1, 811 04 Bratislava**
Opening hours: Mon - Sun 7.20 – 18.25

- accepts printed vouchers only
- **Distribution point set up by the organizer of the ČSOB Bratislava Marathon 2020 (BE COOL, Ltd.)** - venue and opening hours are available at www.bratislavamarathon.com

1.5 Price of the Bratislava CARD

Price of the BC in the season from 1st April 2020 to 31st March 2021: **24-hour 20 €, 48-hour 25 €, 72-hour 28 €.**

1.6 Validity of the Bratislava CARD

The validity of the BC depends on the BC type and is limited by the marked date and time of its activation. In all facilities and services including public transport, it is 24, 48 or 72 hours from the date and time of activation. Should the BC bought online or via a mobile application be activated before the expiration of the 14-day withdrawal period stated in the Purchase Agreement, the Cardholder loses the right to withdraw from the BC Purchase Agreement. The termination or completion of the BC validity also terminates the contractual relationship between BTB and the Cardholder.

1.7 Rights and Obligations of the Cardholder

1.7.1 During the period of the BC validity, the Cardholder is entitled to benefit from all discounts at BTB contractual partners to the extent specified in the BC brochure. The Cardholder is obliged to accept the contractual partners' operating hours and operating rules. The Cardholder is obliged to keep the BC carefully and protect it from mechanical damage or loss. The BC may not be transferred 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 produce a valid BC and upon request also a valid ID when claiming the discounts. All of the Cardholder's claims relating to the provision of services of the given contractual partner, in particular a claim for damages caused by the contractual partner are made by the Cardholder against the given contractual partner. The BTB is not liable for any damage caused to the Cardholder when using the services of the contractual partner. The BTB is not obliged to inspect contractors in relation to safety and quality of the services and goods offered. The legal relationship between the BTB contractual partners and the Cardholder is governed by the business terms and conditions of the contractual partner.

1.7.3 In case of not providing the discount on the side of the service provider, the Cardholder is required to immediately inform any of the branches of TIC BTB, indicating the name of the provider, the exact time and circumstances of the failure to provide discount as well as show the proof of payment for the given service.

1.8 Non-transferability of the Bratislava CARD

Bratislava CARD (plastic and digital) is non-transferable. In the case of a plastic card, the name and surname of the Cardholder must be written in the white field on the back side of the card when it is sold or used for the first time. Plastic cards filled out incompletely are invalid. Electronic cards contain name and surname and the validity period is counted automatically after the BC activation.

1.9. Loss / Damage / Theft / Early departure

A lost, damaged, or stolen card cannot be replaced. In the event of early departure, no compensation is provided for services not used by the Cardholder.

1.10 Misuse of the Bratislava CARD

When identifying a serious misuse of BC by the Cardholder or when the card was transferred to third parties, BTB is entitled to block the card without any compensation. In cases of misuse or suspected misuse the contractual partner is entitled to request the card holder's ID, detain the plastic card without compensation and deactivate the digital card.

1.11 Bratislava CARD Brochure

The Bratislava CARD Brochure (hereinafter referred to as "BC Brochure") is a printed document given to each Cardholder. The brochure is issued by BTB at the beginning of a new card season. Together with a map indicating discount providers, the BC Brochure includes a list of all facilities and services of the contractual partners providing discounts (description of a given facility / service, contact details, 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 Should the technical condition of the operation or other unforeseen circumstances arise on the contractual partner's side, the offer of services stated in the BC Brochure may be temporarily limited or the services may be completely cancelled. 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 the 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 the BC 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 the end of March of the following year.

1.13 Special provisions concerning the purchase of the Bratislava CARD online via the BTB website www.visitbratislava.com/bc and the mobile application

1.13.1 The legal relations between BTB and the BC applicants interested in buying the BC online via the website and the mobile application are subject to the provisions of Act No. 102/2014 on the protection of consumers in the sale of goods or provision of services based on a contract concluded remotely or off the premises of the seller and on amendments and completion of certain laws.

1.13.2 The BC applicant / Cardholder is entitled to withdraw from the purchase of the BC made online via the website and the mobile application, even without giving any reason within 14 days from the beginning of the contractual relationship with BTB. The withdrawal period is deemed to be maintained if the withdrawal notice was sent no later than the last day of the 14-day period. The right to withdraw from the purchase expires upon the expiry of the BC validity. If the Cardholder withdraws from the purchase after the activation of the BC, he is obliged to pay BTB the full price according to the time during which the BC was used, based on a valid BC Price List.

1.13.3 To enforce the right to withdraw from the purchase, the BC applicant is obliged to apply in writing in paper form or in written form on another durable medium (by sending an email at citycard@visitbratislava.com). The sample of the withdrawal document can be found in Annex No. 1 to these General Terms and Conditions.

1.13.4. The BC applicant or the Cardholder has the right to reclaim BTB with the request for correction (by sending an email at citycard@visitbratislava.com), if they are not satisfied with the way the BTB handled their claim or if they believe that the BTB has violated their rights. If the BTB rejects the request or fails to respond within 30 days of its being sent, the BC applicant or the Cardholder is entitled to initiate an alternative dispute resolution to an ADR entity pursuant to Act No. 391/2015 (<http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>).

1.14 Right to Return the Plastic BC

The holder of the plastic BC is entitled to return the plastic card only at the Distribution point where it was purchased, showing the cash register receipt and paying the respective fee stated in the valid BC Price List. The

difference between the price of the card and the fee for the return of the plastic card will be refunded by the Distribution Point. The right to return the BC expires 20 minutes after the purchase. The right of return does not apply to plastic cards not purchased by the Cardholder (i.e. cards given as a present or received as a prize in a competition, etc.).

1.15 Information Regarding the Personal Data Protection under GDPR

Provider: Bratislavská organizácia cestovného ruchu (Bratislava Tourist Board - BTB), registered office at Primaciálne námestie 1, 814 99 Bratislava I, Company Registration No.: 42 259 088

Contact: citycard@visitbratislava.com

Purpose of processing:

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

Legal basis of processing:

- a) processing of the personal data to the extent of name, surname, e-mail address, expected date of arrival, presumed place of collection of the card is necessary for performance of the contract
- b) processing of the personal data to the extent of age category, the country of origin is carried out based on the legitimate interest of the provider - statistical evaluation of the visit rate of the destination

Preservation period: 1 year

Person concerned has:

1. the right to request access to the personal data relating to them from the operator;
2. the right to correction of the personal data (correction of incorrect data and completion of incomplete data);
3. the right to deletion of the 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 transfer of the personal data;
6. the right to file a petition to initiate proceedings on personal data protection at the Office for Personal Data Protection of the Slovak Republic.

The provision of personal data in the extent of name, surname, email address, expected date of arrival, presumed place of collection of the card is a requirement that is mandatory for the conclusion of the contract. It is not possible to conclude the contract without providing personal data (purchase the BC).

The provision of personal data as the age category and country of origin is mandatory.

1.16 Final Provisions

1.16.1 The General Business Terms and Conditions are issued by Bratislavská organizácia cestovného ruchu (Bratislava Tourist Board - BTB) with registered office at Primaciálne námestie 1, 814 99 Bratislava I, Tel.: +421 905 848 409, Email: btb@visitbratislava.com, Company Registration No.: 42 259 088, registered in the Register of Regional Tourism Organisations at the Ministry of Transport and Construction of the Slovak Republic under files No. 28351/2011/SCR and No. 16789/2012/SCR.

1.16.2 The BTB is entitled to amend and complete these General Business Terms and Conditions at any time. Any change to these Terms becomes valid, effective and thus binding for both the Cardholder and the BTB, unless a later date is specified, on the first working day following the day when the Cardholder was notified of the change to these Terms by publishing the document on the website www.visitbratislava.com/bc.

1.16.3 Legal relations between BTB and the Cardholder shall be governed by the laws of the Slovak Republic.

1.16.4 These General Terms and Conditions shall enter into force on 1st July 2020.

Annex 1

APPLICATION FOR WITHDRAWAL FROM THE BC PURCHASE CONTRACT REALISED ONLINE VIA THE WEB PORTAL OR THE MOBILE APPLICATION

PURCHASER

First name and surname*

Address (street, postcode, city)*

Country*

E-mail*

VENDOR

Bratislavská organizácia cestovného ruchu - Bratislava Tourist Board

Primaciálne námestie 1, 814 99 Bratislava, Slovak Republic

Company Reg. No.: 42259088

VAT No.: SK2023399455

Contact: +421 2 5935 6651, citycard@visitbratislava.com, www.visitbratislava.com

Pursuant to Act No. 102/2014 Coll. of the Slovak Republic on consumer protection in the sale of goods or provision of services under a contract signed over distance or off-premises and the amendment of certain laws, I withdraw from the Bratislava CARD purchase contract, which has not yet been activated / issued or whose validity has not expired, within the statutory period of 14 days from the date of the purchase:

Voucher number(s)*

Date of purchase*

Card Type*

Refund amount requested*

The refund for the Bratislava CARD can only be transferred to a bank account, not to a bank card. Please enter the number of the bank account to which we will subsequently refund your money, as well as the name and address of the bank:

IBAN (if not available,
enter the account number) *

SWIFT*

Bank name*

Bank address*
(address, zip/postcode, city, country)

City*

Date*

* Fields marked with an asterisk (*) are mandatory.