

General business conditions

These business conditions govern the legal relations between the Bratislava Tourism Organization (hereinafter referred to as the “BTB”) and holders of the Bratislava City Card (hereinafter the “Cardholder”).

1.1 Bratislava City Card

The Bratislava City Card (hereinafter referred to as the “BCC”) is a personified card with a bar code and a unique number that permits its holder to draw discounts of 5 to 100%, and other advantages with contract partners - providers of discounts listed in the BCC brochure. All BTB contractors undertake to qualitatively and quantitatively fully provide its holder the offered discounted performances as per the conditions in the brochure. Any use of the BCC at the contracting party registered in the Bratislava City Card – the Information System for Managing and Evidencing Visitor Cards of Bratislava City (hereinafter the “BCC IS”) through an electronic reading device, manually entered directly into an electronic database or preprinted offline form. The card can be used only for the purposes intended. The card is usable throughout the city of Bratislava, as well as in the facilities of the contracting parties outside the city and in the nearby bordering regions.

1.2 Cardholder

The cardholder is a person who purchases a BCC:

- (i) in our brick-and-mortar store, in the BTB Tourist Information Center on Klobočnická Street 2 in Bratislava, M.R. Štefánik Airport (hereinafter “BTB TIC”) or at BTB contractual distribution points (accommodation facilities, travel agencies and other companies offering goods and services related to tourism) or
- (ii) through the BTB web portal: www.visitbratislava.com.

1.3 Issuing of the Bratislava City Card

The contractual relationship between the BTB and the Cardholder arises:

- (i) Within the purchase in our brick-and-mortar store through issuing the BCC in the TIC BTB, or at the contractual distribution point of the BTB. The Cardholder is obliged to fulfill a “BCC Registration Form” when issuing the BCC, stating their personal data to the extent of: name, surname, year of birth and nationality, furthermore the time and date as well as affixing their handwritten signature. Based on a fully completed BCC Registration Form, the BCC, which is personified and activated in the IS BCC, is then forwarded to the holder.
- (ii) When buying online through the BTB web portal www.visitbratislava.com by meeting the following conditions by the applicant for BCC
 - a) by complete filling and sending the orders through the web portal BTB www.visitbratislava.com
 - b) by giving consent to these general terms and conditions and to the processing of personal data (see 1.12).
 - c) by paying the price for the BCC by means of the credit card through the payment gateway.

After fulfilling the conditions of online purchase of the BCC, a voucher for the BCC will be to the BCC applicant’s email address. The BCC, personified and activated in the BCC IS, will be issued upon presentation of a voucher for the BCC either in TIC BTB or at the contractual BTB Distribution Point. The BCC voucher validity is 30 days from the receipt of the BCC applicant.

1.4 The price of Bratislava City Card

BCC price for the season from 11 April 2016 to 31 March 2017:

When buying in a brick-and-mortar store and online through the BTB web portal www.visitbratislava.com one day €12, two days €14, three days €16;

1.5. The Bratislava City Card's validity

The validity of the BCC is limited by the indicated date and hour of issuing in the appropriate box on the back of the card up to midnight of the day of the card's validity (1, 2 or 3 days); in the case of public transport, it is 24, 48 or 72 hours from the date and time of its issue. The contractual relationship between the Cardholder and the BTB terminates also within the expiration of the BCC.

1.6. The rights and obligations of the Cardholder

1.6.1 The Cardholder is obliged to use all discounts on the BTB contractual partners to the extent specified in the BCC 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 BCC carefully and protect it from mechanical damage and prior to its loss. The BCC and the data stored in it may not be assigned to third parties.

1.6.2 The Cardholder automatically becomes a client of the BTB contractual partner when using their services. The Cardholder is obliged to submit a valid BCC and 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.

1.6.3 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.

1.7. Non-transferability of the Bratislava City Card

The Bratislava City Card is not transferable. The Cardholder's name shall be written in a white lettering field on the back of the card when purchasing as well as during registration in the BCC IS database.

1.8. Loss/theft/early withdrawal

In case of loss or theft of the card, it is necessary to immediately report the incident to the place where the card was issued to the Cardholder. A duplicate will then be issued to the Cardholder while there is a blockage of the original card. The issuance of a duplicate is charged by a handling fee of €1. When a person is not claiming the services provided for Cardholders, there is no refund for unused services in the event of early withdrawal

1.9. Abuse of the Bratislava City Card

The BTB is entitled to block a BCC without compensation in case of finding compelling reasons such as abuse of the BCC by its holder or assignment to third parties of the BCC. In case of misuse or suspected misuse of the BCC, the contractual partner is authorized to require proof of identity of its holder and to retain the card without compensation.

1.10.

Brochure for the Bratislava City Card

The brochure for the Bratislava City Card (hereinafter as "BCC brochure") is printed material the holder acquires together with the BCC. The BTB always issues one at the beginning of the new card season. In the BCC brochure, together with a public transportation map, there are shown all the discounts and services of the contractual partners providing discounts (presentation of facilities/services, contact information, operating hours, the amount of provided discounts or frequency of use).

1.11. Changes of the scope of services and prices of partners

1.11.1 In relation to the technical condition of an operation or other unforeseeable events for the contracting partner there may be a temporary reduction of the supply of services or the complete cancellation of the service referred to in the BCC brochure. The Cardholder is not, in the case of loss or total restriction of services on the basis of the foregoing, entitled to any compensation or price reduction. Restriction or total service cancellation is published by the BTB publish in the most beautiful period on its website www.visitbratislava.com.

1.11.2 Changes in the prices of services with the contractual partner are subject to change. BTB is not responsible for the pricing policy of Bratislava City Card contractual parties. The level of discounts provided by contractual partners is constant during each annual season of the card, ie from March of the current year to April of the following year.

1.12 Data protection and personal data

BTB, as the operator of the BCC IS, registers and processes all the personal data of the card holder – gained on the basis of the written consent of the concerned person listed on the BCC Registration Form or consent given online through the web portal BTB www.visitbratislava.com under Act No. 122/2013 Coll. on the protection of personal data and on amendments to certain laws. Upon the issuance of the card purchased in the store the concerned person is obliged to personally sign the BCC Registration Form – consent with the processing of personal data, which contains a list with provided personal data: name, surname, date of birth and nationality (hereinafter “personal data”), purpose of processing personal data and the duration of the agreement. When buying BCC the online through the BTB web portal www.visitbratislava.com the BCC applicant is obliged to give their consent to the processing of personal data in the same scope. The personal data are processed for the purposes of issuing the BCC, providing discounts with the contract partner and the processing of statistics. The personal data is also further evaluated for the purpose of improving the offer of the Bratislava City Card. The BTB undertakes, by adopting the necessary safety measures documented in the safety directive, the protection of offered personal data against theft and misuse by unauthorized persons. The BTB undertakes that the acquired personal data will further proceed for processing or otherwise made available to third parties. Providing the acquired data to third parties is only permitted with the written consent of the person concerned.

1.13 Special provisions relating to the purchase of the BCC online through the BTB web portal www.visitbratislava.com

1.. 1.13.1 For legal relations between the BTB and the BCC buyers online through the BTB web portal www.visitbratislava.com 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.

2.. 1.13.2 The BCC applicant is entitled to withdraw from the voucher purpose for the BCC carried out online via the BTB web portal 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) issued personified and the BCC activated in the BCC IS on the basis of a voucher for the BCC.

3.. 1.13.3 For the right to withdraw from the purchase the BCC applicant is required to apply in writing, in paper form or in the form of minutes on another durable medium (email: citycard@visitbratislava.com).

4.. 1.13.4. The BCC applicant, or the BCC 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 responds to this request or there is no response within 30 days of its sending, the BCC applicant, or

the BCC holder is entitled to initiate an alternative dispute resolution of the subject under Act No. 391/2015 (<http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>).

1.14 Final provisions

1.14.1 The general terms and conditions are issued by the Bratislava Tourism Organization on Primaciálne námestie 1, 814 99 Bratislava, tel. no. 0905 848 409, e-mail contact: btb@visitbratislava.com, ID: 42259088, registered in the Register of Regional Tourism Organizations in the Ministry of Transport, Construction and Regional Development of the Slovak Republic under file reference 28351/2011/SCR and 16789/2012/SCR.

1.14.2 The Bratislava Tourism Organization is authorized at any time to amend these terms and conditions. The amended conditions are valid, effective and thereby binding for the cardholder and BTB unless specified for a later date, the first working day following the day on which the card holder was notified of the amended conditions through the publishing on www.visitbratislava.com.

1.14.3 The legal relations between the BTB and the cardholder are governed by the laws of the Slovak Republic.

1.14.4 These General Terms and Conditions shall come into force on 1 July 2016.