

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 personified 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 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 Center on Klobočnická Street 2 in Bratislava, M.R. Štefánik Airport (hereinafter referred to as "TIC of BTB") or at BTB contractual distribution points (accommodation facilities, travel agencies and other companies offering services and goods related to tourism) or
- (ii) through the BTB web portal: www.visitbratislava.com.

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. The Cardholder is obliged to fulfill a "BC Registration Form" when issuing the BC, 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 BC Registration Form, the BC, which is personified and activated in the IS BC, 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 BC:

- 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 1.13).
- 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, personified and activated in the BC IS, will be issued upon presentation of a voucher for the BC either in TIC of BTB or at the contractual BTB Distribution Point.

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 May 2017 to 31st March 2018 when buying in a brick-and-mortar store and online through the BTB web portal www.visitbratislava.com: 1-day CARD – € 15; 2-day CARD – € 17; 3-day CARD – € 19.

1.6 The Bratislava CARD's validity

The validity of BC is limited by the marked date and time of issue shown in the relevant box on the back side of the card up to midnight of the last day of the card's validity (one, two or three days); in the case of public transport, the card is valid for 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 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 and the data stored in it 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 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 shall be written in the white field on the back side of the card when purchasing the card as well as during registration in the BC IS database.

1.9 Loss / Theft / Early Departure

A loss or theft of the card shall immediately be reported at the distribution point where the card was issued to the Cardholder. The Cardholder shall subsequently be issued a duplicate and at the same time, the original card shall be blocked. For the issue of the duplicate, a handling fee of € 1 shall be charged. 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 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 May of the current year to March of the following year.

1.13 Data and Personal Data Protection

Being the operator of the Bratislava CARD Information System (BC IS), BTB shall register and process all the personal data of the Cardholder, i.e. the concerned person, obtained based on the written consent of the concerned person included in the BC Registration Form or consent given online through the BTB website www.visitbratislava.com under Act No 122/2013 Coll. on personal data protection, amending certain acts. Upon issuing the card purchased in the store, the concerned person shall sign the BC Registration Form – consent with the processing of personal data, that contains a list of personal data provided by the concerned person: name, surname, year of birth and nationality (hereinafter referred to as "Personal Data"), the purpose of processing the Personal Data as well as the duration of the validity of the consent. When buying the BC online through the BTB website www.visitbratislava.com, the BC applicant is obliged to give their consent to the processing of personal data in the same scope. The Personal Data shall be processed for the purpose of issuing the BC, providing services of contractual partners, and making statistics. In addition, the Personal Data shall be assessed also for the purpose of improving the Bratislava CARD offer. BTB undertakes to protect the provided Personal Data from thefts and any potential misuse by unauthorized persons, observing the required safety measures as described in the Safety Regulation. Moreover, BTB shall not further provide the obtained Personal Data for processing, or make them available otherwise to third parties. The obtained Personal Data may only be made available to third parties based on a written approval by the concerned person.

1.14 Special provisions relating to the purchase of the BC online through the BTB website www.visitbratislava.com

1.14.1 For legal relations between the BTB and the BCC buyers online through the BTB website 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.

1.14.2 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) issued personified and the BC activated in the BC IS on the basis of a voucher for the BC.

1.14.3 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).

1.14.4. 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-spotrebitelskych-sporov.soi>).

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 (IČO): 42259088, registered in the Register of Regional Tourism Organizations in the Ministry of Transport, Construction and Regional Development 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 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 May 2017.