

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions govern the legal relationships between the association of legal entities Klaster LIPTOV - združenie cestovného ruchu (ďalej len "Klaster LIPTOV") and the holder of the discounted Liptov Region Card (hereinafter referred to as "cardholder").

1.1 Product Definition - Discounted „Liptov Region Card"

The discounted Liptov Region Card (hereinafter referred to as „LRC") is a barcode card with a unique number that allows the cardholder to: apply discounts up to 100% off the services in the partners' trip destinations, attractions and facilities. Service providers in the trip destinations and attractions listed in the LRC offer are the LRC contractual partners (hereinafter referred to as the "contractual partner"). Discount LRCs are issued and distributed through contractual points of sale of OOCR REGION LIPTOV and Klaster LIPTOV (hereinafter referred to as the "Klaster LIPTOV").

1.2. Cardholder

1.2.1 The cardholder is a person, who has obtained a valid LRC from an authorised point of sale. The card is non-transferable; the benefits of the card can only be used by its authorised owner; . It is prohibited to provide the LRC to third parties.

1.2.2. In case of selling the card through the Internet or a contractual point of sale, the card may be replaced by an exchangeable "voucher" in printed form. The voucher will be exchangeable for the LRC at selected points of sale in the region LIPTOV notified to the "voucher" holder in advance.

1.3 LRC brochure

LRC brochure (hereinafter referred to as „Brochure") is distributed with the LRC and it is issued by Klaster LIPTOV at the beginning of the winter and summer tourist season. It is provided free of charge to anyone who has a LRC. There is a map with all trip destinations and attractions in the brochure, with a short description of services, addresses, opening hours, recommended tips, and the frequency of use of the LRC.

1.4 LRC Price

LRC is available at the current selling price, presented at points of sale and the visitliptov.sk website, ranging from 0€ up to 5€ per piece.

1.5 Conclusion of Contract

The contractual relationship ("LRC - Contract") between Klaster LIPTOV and a cardholder arises by paying the purchase price when selling a LRC, obtaining LRC for free, or by handing it over or printing the "voucher" at the point of sale free of charge. The card seller will manually write the card holder's name and surname, a unique card number and barcode on the back of the LRC.

1.6 Points of Sale

Points of sale are selected trip destinations and attractions offered by the LRC, partner accommodation facilities, information centres in the Liptov region and other points of sale which are contracted with Klaster LIPTOV. The current list of points of sale is available at www.visitliptov.sk.

1.7 Cardholder Rights

1.7.1 During the period of validity of the LRC, the cardholder is entitled to use all discounted services of the contractual partners in the scope and quality stated in the brochure. Klaster LIPTOV is not the provider of the services in trip destinations, attractions and gastronomic facilities. The description of the services and opening hours stated in the brochure is valid.

1.7.2 Trip destinations, attractions as well as gastronomic facilities are entitled to check the LRC owner and verify his / her identity. The services offered can be used by the cardholder after presenting the LRC and his / her valid ID with photography. The use of LRC is registered with an electronic reading device or manually directly into the electronic database or in the printed form at the trip destination, attraction or facility.

1.7.3 By using the LRC partner services, the cardholder becomes automatically the partner's client. All cardholder claims related to the provision of services of the given contractual partner, in particular, the claim for damages caused by the contractual partner and claims resulting from the insufficient provision of guarantees, are claimed by the cardholder against the given contractual partner. Klaster LIPTOV is not responsible for any damages caused to the cardholder when using the services of the given contractual partner. Klaster LIPTOV is not obliged to check the contractor for safety and quality of the services offered. Therefore, they do not guarantee or assume any responsibility for the services offered by the LRC contractual partners and does not provide any supervision. The legal relationship between the LRC contractual partner and the cardholder is governed by the valid business terms and conditions of the given contractual partner.

1.8 Cardholder Obligations

The cardholder is obliged, when asking for a discount, to show his LRC discount card in advance. Moreover, he is obliged to keep his card carefully. Negligent use shall be deemed to be a situation where third parties can take possession of it without great effort and in an unauthorised manner or a situation where the cardholder provides the card or data stored in it to third parties. The LRC may only be used for the purposes for which it is intended. Any other use of the card is prohibited. Such abuse of the card entitles Klaster LIPTOV to terminate the contract under Section 1.10.

1.9 Change of Partner Services and Prices

1.9.1 Restrictions on the offer of services by the LRC contractual partners and use of services may occur due to adverse weather conditions, circumstances related to the season, technical condition or the performance of maintenance work. If there are serious reasons resulting in a restriction of the operation of the services offered, Klaster LIPTOV has the right to terminate the cooperation prematurely with the LRC contractual partner even during the period of validity of the LRC. In the event of a restriction or total failure of services for the reasons set out above, the cardholder is not entitled to any compensation or price reduction. Klaster LIPTOV announces such restrictions or total failure of services on the visitliptov.sk website as soon as possible.

1.9.2 Partner prices are subject to change. Klaster LIPTOV is not responsible for the pricing policy of LRC partners and does not guarantee the service prices. The amount of discounts provided by LRC contractual partners is unchanged during the given tourist season.

1.10 Validity of the agreement

1.10.1 This Agreement is valid throughout the whole validity of the LRC discount card. The validity of the card is unlimited. The cardholder is entitled to use the LRC during validity of this agreement in full and at all acceptance points.

1.10.2 The cardholder and Klaster LIPTOV is entitled to terminate the LRC Agreement prematurely and with immediate effect for serious reasons. The reason for the termination of the contractual relationship may be a misuse of the card by its holder or the provision of the card to third parties. In this case Klaster LIPTOV is entitled to block the card without compensation. The cardholder is obliged to return the LRC without delay.

1.11 Loss/ Theft

If the card has been lost or stolen, it is necessary to report this event to Klaster LIPTOV as soon as possible, and your card will be blocked immediately. The cardholder will be issued a new LRC for the current price.

1.12 Personal Data Protection

Klaster LIPTOV registers and processes all personal data of the cardholder, which has been obtained based on the acquired contractual relationship governing the conditions of use of the LRC. When issuing the LRC, the Cardholder is obliged to write out the "Personal Form of the Cardholder" (hereinafter referred to as the "Personal Form"), stating his/her personal data: name, surname, date of birth, city and state of residence, email address

(hereinafter “data”). If the cardholder has acquired the LRC during accommodation with a contractual accommodation partner, in the personal form it is also necessary to state the date of stay. The data may be used by Klaster LIPTOV for marketing purposes and the authorisation is given by the owner of the LRC upon the handwritten signature on the Personal form. The data is further evaluated to improve the LRC offer. Klaster LIPTOV undertakes to protect the data entrusted to them against theft and potential misuse by unauthorised individuals. Klaster LIPTOV undertakes not to forward the data or to make it available to third parties. The transfer of data to other individualities is allowed only with the written consent given by the cardholder. The cardholder provides in accordance with the provisions of § 11 par. 4 of Act no. 122/2013 Coll. the Personal Data Protection Act and on Amendments to Certain Acts of the Klaster LIPTOV expressly and voluntarily consents to the processing of their personal data, to the following extent: name, surname, date of birth, place of permanent residence, date of residence and e- e-mail address for the purpose of storing, collecting, recording in electronic forms, browsing, regrouping, combining, moving, using, storing, blocking, disposing of them, transferring them cross-border, providing, making available or publishing them, as well as their further processing selected intermediaries. The cardholder provides the above consent for the period of validity of the LRC card in accordance with these General Terms and Conditions.

1.13 Place of performance and place of legal proceedings

In the case of legal disputes, Slovak law applies exclusively. The District Court Liptovský Mikuláš was designated as the place of legal proceedings for the LRC contracts. You can find the general business conditions of the Liptov Region Card on the website www.visitliptov.sk in the Liptov Region Card section.

In Liptovský Mikuláš, on 1.11.2020

REGION LIPTOV - oblastná organizácia cestovného ruchu

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Represented by: Ing. Ján Blcháč, PhD., Chairman of the Board

Ing. Michal Beňo, Vice Chairman of the Board