

## GENERAL TERMS AND CONDITIONS

These general terms and conditions regulate the legal relationships between the association of legal entities called Klaster LIPTOV - tourism association (hereinafter referred to as “**Klaster LIPTOV**”), the REGIONS LIPTOV regional tourism organisation (hereinafter referred to as “**OOCR REGION LIPTOV**”) and the holder of the Liptov Region Card regional discount card (hereinafter referred to as “**cardholder**”).

### 1.1 Product definition - “Liptov Region Card” regional discount card

The Liptov Region Card regional discount card (hereinafter referred to as “**LRC**”) is a card with a barcode and a unique numeric code that enables its holder to receive discounts of up to 30 per cent on the services provided at partner tourist destinations, attractions and facilities. The operators of services provided at the tourist destinations and attractions listed in the LRC offer are all the LRC contractual partners (hereinafter referred to as “**contractual partner**”). The LRC is issued and distributed by OOCR REGION LIPTOV and Klaster LIPTOV through contracted points of sale. The list of the current points of sale can be found on page 75-78.

### 1.2 Cardholder

A cardholder is a person who has obtained a valid LRC at one of the authorized points of sale. The card is non-transferable, it is issued to the name of its holder and its validity is unlimited. Provision of the LRC discounts and benefits to third parties is prohibited.

### 1.3 LRC brochure

The LRC brochure (hereinafter referred to as “**brochure**”) is distributed together with the LRC and is issued by OOCR REGION LIPTOV and Klaster LIPTOV at the beginning of the winter and summer season. It is provided free of charge to each LRC holder. The brochure has a map and it includes a list of all partner tourist destinations, attractions and facilities with a short description of the services provided, contact details, opening hours, recommended tips and conditions of the LRC use.

### 1.4 LRC purchase price

The LRC is available at the price specified in the currently valid price list available at the points of sale and at [visitliptov.sk](http://visitliptov.sk). The price ranges from 0€ to 5€.

### 1.5 Conclusion of the contract

The contractual relationship (hereinafter referred to as “**the LRC - contract**”) between Klaster LIPTOV and the cardholder is established either by the cardholder having paid the LRC purchase price upon the sale of the LRC or by obtaining the LRC free of charge under the conditions laid down by Klaster LIPTOV.

### 1.6 Points of sale

Points of sale are selected contracted accommodation facilities, information centres in the Liptov region and other facilities that are card vendors on the basis of a contractual relationship with Klaster LIPTOV.

### 1.7 Cardholder rights

1.7.1 The cardholder is eligible to use discounts on services provided by the LRC contractual partners within the scope and in the quality specified in the brochure during the LRC card's validity period. Neither Klaster Liptov nor OOCR REGION LIPTOV is the operator of the services provided at tourist destinations, attractions and catering facilities. The valid description of the services provided and the opening hours can be found in the brochure or at [visitliptov.sk/liptov-region-card](http://visitliptov.sk/liptov-region-card).

1.7.2 Tourist destinations, attractions and catering facilities are entitled to verify the LRC's holder identity. The cardholder can use the offered services after presenting their LRC and valid ID card with a photograph upon entry. Each use of the LRC at the given tourist destination, attraction and catering facility is recorded by means of an electronic scanner or a manual entry to an electronic database.

1.7.3 When using the services of the LRC contractual partner, the cardholder automatically becomes their client. All the cardholder's claims related to the provision of services by the respective contractual partner, claims for damage caused by the contractual partner and claims arising from the lack of guarantees in particular, shall be lodged by the cardholder against the respective contractual partner. Neither Klaster LIPTOV nor OOCR REGION LIPTOV shall be held liable for any possible damages suffered by the cardholder while using the services provided by the respective contractual partner. Neither Klaster LIPTOV nor OOCR REGION LIPTOV shall carry out safety and quality control inspections of the services provided by their contractual partners and they therefore shall not guarantee, shall not assume any responsibility for and shall not ensure any supervision of the services provided by the LRC contractual partners. The legal relationship between the LRC contractual partner and the cardholder is governed by the valid terms and conditions of the given contractual partner.

## **1.8 Cardholder obligations**

The cardholder shall confirm consent to processing their personal data no later than 24 hours after obtaining the card from a point of sale, i.e. within 24 hours of receiving a text message, by texting the required response. If the customer fails to confirm the text message within 24 hours, the LRC will not be activated. When applying a discount, the cardholder is obliged to present their card. They are also obliged to store the card carefully. Negligent handling is the circumstance in which a third party may take the possession of the card without much effort and in an unauthorized manner. It is also considered negligent if the cardholder provides the card or the data stored in the card to third parties. The LRC may only be used for its intended purpose. The card misuse entitles Klaster LIPTOV and OOCR REGION LIPTOV to terminate the contract prematurely, as specified in point 1.10.2.

## **1.9 Changes in the scope of services and prices**

1.9.1 Limitation on the offer and use of the services provided by the LRC contractual partners may occur due to adverse weather situation, circumstances related to seasons, technical issues or maintenance works. Where there are compelling reasons for limiting the scope of services offered, Klaster LIPTOV is entitled to prematurely terminate the cooperation with the LRC contractual partner. In case services are limited or terminated for the reasons set out above, the cardholder shall not be entitled for any compensation or price reduction. The cardholder shall inform Klaster LIPTOV and OOCR REGION LIPTOV about the reduction or termination of services either via e-mail to [info@visitliptov.sk](mailto:info@visitliptov.sk) or by phone +421 915 888 014 within the shortest possible period of time.

1.9.2 Limitation on the offer and use of the services provided by the LRC contractual partners may occur in accordance with valid regulations imposed by the Institute of Public Health of the Slovak Republic (ÚVZ SR) in the event of public health risk due to COVID-19 outbreak. The cardholder shall not exercise rights of the cardholder stated under paragraph 1.7. throughout the duration of the regulations. When the ÚVZ SR restrictions for a temporary closure of operations are repealed, the contractual partner shall continue to remain compliant with the contractual terms agreed upon with Klaster LIPTOV and OOCR REGION LIPTOV.

1.9.3 The prices for services provided by the contractual partner are subject to change. Klaster LIPTOV and OOCR REGION LIPTOV shall not bear responsibility for the pricing policy of the LRC contractual partners and shall not be held liable for the prices of their services. The amount of the discounts provided by the LRC contractual partners shall remain constant throughout the LRC card validity period.

1.9.4. In case services are reduced or terminated for the reasons set out above, the cardholder shall not be entitled for any compensation or price reduction. The cardholder shall inform Klaster LIPTOV and OOCR REGION LIPTOV about the reduction or termination of services either via e-mail to [info@visitliptov.sk](mailto:info@visitliptov.sk) or by phone +421 915 888 014 within the shortest possible period of time.

## **1.10 Card validity period**

1.10.1 The card is valid indefinitely. It entitles the cardholder to receive discounts during the validity period of the agreement between the contractual partner and Klaster LIPTOV. In order to activate the card, the cardholder needs to send the required response to the SMS text message received from Klaster Liptov within 24 hours of receiving it. By sending the SMS text message, the cardholder confirms their consent to the provision of personal data (e.g. "L2" text message).

1.10.2 OOCR REGION LIPTOV and Klaster LIPTOV are entitled to block the cardholder's LRC card prematurely and with immediate effect for good cause. The reason may be the misuse of the card by the cardholder or provision

of the card to third parties. In such cases, Klaster LIPTOV and OOCR REGION LIPTOV are entitled to block the card without compensation. The cardholder shall return the LRC without delay.

#### **1.11 Loss/ Theft**

In the event of loss or theft of the card, the cardholder shall report such incident to OOCR REGION LIPTOV or Klaster LIPTOV as soon as possible either via e-mail to [info@visitliptov.sk](mailto:info@visitliptov.sk) or by phone +421 915 888 014. The card will be blocked immediately and a new card will be issued to the cardholder for the most recent price.

#### **1.12 Data protection**

All personal data provided by the cardholder on the basis of a contractual relationship governing the terms of the LRC use are registered and processed by Klaster LIPTOV. When purchasing the LRC, the cardholder shall provide their personal data: first name, last name, date of birth, city of residence, state of residence, e-mail address and phone number (hereinafter referred to as "the data"). Where cardholder obtains the LRC card from a contracted accommodation provider, they shall include the date of the stay in the personal information form. The cardholder confirms their consent to the provision of personal data for marketing purposes of OOCR REGION LIPTOV and Klaster LIPTOV by sending a confirming SMS text message, e.g. "L2" text message. The data are then evaluated also for the purpose of improving the LRC offer. Klaster LIPTOV and OOCR REGION LIPTOV undertake to protect the entrusted data against theft and possible misuse by unauthorized persons using a security system. Klaster LIPTOV undertakes neither to forward nor to make the data available to third parties. Provision of the data to third parties is permitted only with the written consent of the cardholder. In accordance with the provisions of Act No. 18/2018 Coll., on Protection of Personal Data and on Amendment of Certain Laws, the cardholder provides their voluntary and explicit consent to the processing of personal data to OOCR REGION LIPTOV and Klaster Liptov to the extent of: first name, last name, date of birth, country of origin, dates of stay, phone number and for the purpose of their storing, collecting, electronic recording, browsing, regrouping, combining, transferring, using, storing, blocking, disposing, trans-border transferring, providing, making them available, publishing and their further processing by selected mediators. The cardholder provides the aforementioned consent for the period of the LRC validity and within the meaning of these General Terms and Conditions.

#### **1.13 Place of Performance and Place of Legal Proceedings**

Any legal disputes shall be resolved exclusively under Slovak law. Legal proceedings related to LRC agreements shall be held in the District Court of Liptovský Mikuláš. The Liptov Region Card general terms and conditions can be found at [www.visitliptov.sk](http://www.visitliptov.sk) in the Liptov Region Card section.

In Liptovský Mikuláš on November 1, 2021