

TERMS AND CONDITIONS OF MEMBERSHIP IN THE AQUACITY CLUB

1. PROGRAM AQUACITY CLUB

1.1. AQUACITY CLUB is the name of the program, company AQUAPARK Poprad, s.r.o, with its registered office at Športová 1397/1, 058 01 Poprad, which is registered in the Commercial Register of the Prešov District Court, Section s.r.o, Insert No. 13805 / P, ID 36 482 609 „Company“) offers its customers AQUACITY Poprad (hereinafter referred to as „Club program“). The goal of the Club program is to increase quality in service provision and to offer special discounts to customers who regularly use AQUACITY POPRAD services. Customers who fill out the AQUACITY CLUB application form (the „Application“) conclude a contract with the Company, which is governed by AQUACITY CLUB General Rules and Conditions of AQUACITY CLUB (hereinafter referred to as „the Rules“)

1.2. On the basis of the presentation of the AQUACITY CLUB card, a member of AQUACITY CLUB has the possibility of obtaining the following percentage discounts from the valid price list of the provided services in AQUACITY POPRAD

- **Aquapark - 20%** (Aqua packet, Vital packet - all-day, evening, 3-hour), also from child, student, pensioner, disabled person category

- **Accommodation - Hotel Seasons***, Mountain View****, Riverside****, Horizont Resort**** 15%** (from the official accommodation price list)

- **Gastro - 10%** - food and beverages from the current dining and drinking list, with the exception of tobacco products, daily menu, special offers Valid for: Restaurant High Tatras, Culinary Restaurant Horizont Resort

- **Additional services - 10%**

Massage and Spa treatments at AquaCity Poprad Relaxation Massage Centre, Massage, and spa treatments at Mountain Wellness Horizont Resort, VIP Sky Lounge, sports shop at Horizont Resort Offered discounts are only valid for the purchase of goods and services and only in facilities specifically stated in these Rules.

1.3. Provided discounts do not apply to the company special offers from which it is clear that the price already includes a discount off the valid price list provided to all customers (i.e., there is no double discount or discounts are not added up).

1.4. Provided discounts also do not apply to special offers of the Company (special offer packages of services), where it is stated that they are intended exclusively for members of AQUACITY CLUB. In these cases, which are as a special benefit designed especially for AQUACITY Club members, the set price reflects AQUACITY Club membership, and therefore does not provide additional discount.

2. MEMBERSHIP AND AQUACITY CLUB CARD

2.1. Membership to AQUACITY CLUB becomes valid by filling out the AQUAPARK Poprad application in accordance with the instructions given in the Application and by paying the AQUACITY CLUB Card Fee (hereinafter referred to as „Club Card“). Application forms are available at AQUACITY POPRAD or in other places where the Company distributes them as part of its support program. AQUACITY CLUB membership can also occur by a properly completed application in an electronic way, e.g. through designated automatic machines located on the premises of AQUAPARK Poprad. To send an application and other operations associated with membership of AQUACITY CLUB electronically through the automatic machine, terms and conditions shall apply accordingly.

2.2. The application form is considered valid when the following data are given: name, surname, and date of birth, place of residence (P. O. Box or employment address not recognised), e-mail contact, date of filling the form in and signature. A properly filled out application will be handed over by customers at the contact place for AQUACITY CLUB on the Company premises or electronically via an automatic machine.

2.3. In order to verify the correct filling in of the application, the customer's registration into the loyalty program and the issuance of the card, the customer is obliged to present to an authorised employee of the Company an identity document or other document proving their identity (passport).

2.4. On the basis of a duly completed application form and payment fee, a Company employee will issue a Club Card to the customer and hand it to them directly at registration; in the case of electronic registration through the automat machine, a Club Card will be issued to the customer by a machine. Membership to AQUACITY club is free; customers only pay the registration fee for issuing of a Club Card, covering the costs of the Company for the production and delivery of the Club Card, and the cost of administrative and technical processing of the registration.

2.5. The Club Card validity is unlimited and ends when the loyalty AQUACITY CLUB program ends. Based on a valid Club Card, the customer acquires the right to benefit from membership to AQUACITY CLUB.

2.6. To become a member of AQUACITY CLUB (hereinafter referred to as „Member“), any individual with permanent or temporary residence in Slovakia or abroad who has completed the 15th year of age and signed his / her application, has agreed to these General Terms and Conditions of Membership in the Loyalty AQUACITY CLUB Program (the „Terms“). A member cannot become a person other than a person fulfilling the above conditions. A member cannot also become a person who:

a) has violated the Company's trademarks, logos and branding, or the good reputation of the Company,

b) abused the rules, mechanisms, and benefits of AQUACITY CLUB.

2.7. Each member can receive and use only one valid Club Card. The Club Card is non-transferable; this does not affect the right to use by the holder's family members - husband, wife, and children under 18 years. The Club Card is owned by AQUAPARK Poprad, s.r.o., the card holder is not entitled to offer or provide a Club Card or any rights deriving from it to other persons for a fee or for free of charge, the Club Card is neither a credit card nor a debit card.

A Club Card can only be used in accordance with AQUACITY CLUB's General Terms and Conditions. A Club Card may only be used for the private purposes of the holder and the above-mentioned family members and cannot be used in connection with the pursuit of business or other gainful activity.

2.8. Each cardholder should in their own interest, without delay, inform the AQUACITY Club Customer Centre (in writing, by telephone, e-mail) to modify the data provided in the application (change of name, address, contact numbers, e-mail, etc.).

2.9. The membership of the cardholder in AQUACITY CLUB and thus also the contractual relationship between the member of AQUACITY CLUB and the Company is terminated, thereby rendering the Club Card invalid if:

a) upon the Company's decision, the cardholder violated the rights of AQUACITY trademarks or contractual partners,

b) upon the Company's decision, the cardholder misused the mechanism and benefits of AQUACITY CLUB,

c) upon the Company's decision, the cardholder has committed an act contrary to law or morality, as a result of which the Company has suffered harm,

d) upon the Company's decision, the cardholder has not performed any Club Card operation for more than 24 months

e) termination by an AQUACITY CLUB member without giving any reason, upon written notice by the cardholder,

f) the death of the cardholder or their declaration as dead.

2.10. The cardholder's membership expires in the case of paragraph 2.8. letter (a) to (d) by the date of AQUAPARK Poprad's decision to terminate the membership, which may occur at the earliest on the day when the fact giving rise to the right to exclude a member from AQUACITY CLUB has occurred, (e) the date of acceptance of the cardholder's notification by AQUAPARK Poprad and, (f) the date of death of the card holder or the date the court designated as the day of death.

2.11. The cardholder whose membership has ceased to exist, and their Club Card has become invalid for the reasons given in paragraph 2.9. under the letter (a) to (e), loses the right to grant the rights and benefits of membership of AQUACITY CLUB.

2.12. The misuse of AQUACITY CLUB rules, mechanism and benefits by the cardholder is considered to be:

a) any other action that would result in a discount being obtained in a manner other than those of AQUACITY CLUB General Terms and Conditions.

3. THE COMPANY RESERVES THE RIGHT

3.1. a) excluded from the program AQUACITY CLUB goods and services or to narrow the range of services and goods provided, for which a discount is granted

b) supplement or change the range of goods and services provided in the Company's operations for which a discount is granted Members of AQUACITY CLUB and customers will be informed of these limitations and changes through written notifications of AQUAPARK Poprad and made public in AQUACITY POPRAD. These limitations and changes shall take effect on the date stated in the written notices. The Company also has the right to inform about these limitations and changes in another way.

3.2. The Company has the right to restrict the provision of certain goods or services due to technical or operational reasons (regular maintenance, malfunctions, inspection, etc. of premises and technical devices) or for reasons of force majeure for a transitional period. The cardholder may use the discount on these goods and services upon renewal, but is not entitled to another refund for a discount which they have not used for that reason.

3.3. The Cardholder who when paying for any reason cannot show the Club Card or forgot to present the Club Card to the operator is not entitled to additional provision of discounts or entitled to any cash discount or other compensation for a discount, which therefore did not use, even after additional submission of the documents needed to claim the discount.

3.4. Using a Club Card to get discounts

a) for the purchase of entries to the water park or Cryocentre in AQUACITY. AquaCity Club card discount only available to Club card holder and their family members (spouse and children up to 18 years old).

b) when buying stays in AQUACITY Hotels, it is only possible with payment of the hotel bills for one room booked in the name of the Club Card Holder, the interconnected rooms are considered as one room,

c) when buying goods and services in the AQUACITY gastronomic centres it is only possible with payment of one bill for the consumption of no more than five persons.

3.5. In the case of using a Club Card registered on the so-called Blacklist, it will be discarded by the operator (cut) and sent to the AQUACITY CLUB Customer Centre. The blacklist contains a list of Club Cards that have been blocked by AQUAPARK Poprad. Cardholders are informed about the cause of the Club Card being blocked at the Customer Service Centre. The reasons for blocking Club Cards are the same as the reasons why the Club Card becomes invalid, as outlined in point 2.

4. CUSTOMER SERVICE CENTRE SERVICES

4.1. The mission of the Customer Centre is to provide solely by telephone, in writing and e-mail contact with customers in the following services: providing information on AQUACITY Club and other AquaCity Poprad services, solving operational problems of cardholders (loss or theft of Club Cards, damage of Club Card, complaints, etc.), receiving complaints, suggestions and comments from AQUACITY CLUB members.

4.2. Operators are available to customers daily from 8.00 to 22.00. on tel. no. +421 52 78 51 111. Customers can also contact the Customer Centre at the following e-mail address: info@aquacity.sk.

5. LOST AND STOLEN CLUB CARD

5.1. Lost or Stolen Club Card is the cardholder's duty to immediately notify the Customer Centre (the full name of the card holder, address, or Club Card number). Customer service does not confirm the telephone and e-mail links when providing all the necessary information.

5.2. The cardholder will receive a new Club Card no later than 30 days after the card has been lost or stolen (there is no need to fill in a new application when issuing a replacement card). The fee for issuing a replacement Club Card is EUR 5

5.3. Any Club Card operations made after the Club Card has been lost or stolen are invalid. The Company is not in this case responsible for unauthorised use of a Club Card due to late notification of loss or theft of a Club Card.

6. CLUB CARD DAMAGE

6.1. In the case of Club Card Damage, the Cardholder shall immediately send such Club Card in an envelope labelled „Damaged Card“, with the name and address of the Cardholder clearly stated to the Customer Centre.

6.2. In the case of Club Card faults (data failure, etc.), the Cardholder will receive the Club Card back within 7 days. In this case, the Cardholder is not entitled to a refund of unused rebates for a period without a Club Card.

6.3. If a Club Card cannot be repaired, or if there is a sign of wear and tear, it is necessary to issue a new Club Card, about which the Cardholder will be informed in writing by Customer Centre. The new Club Card will be received by the Cardholder within 30 days of delivery of the damaged card to AQUAPARK Poprad for a fee of EUR 5.

7. PERSONAL DATA PROTECTION

7.1. The Company processes the freely provided personal data of the Member within the scope of the data specified in the application, namely name, surname, date of birth, home address, email, since the processing of such personal data is necessary for the performance of the contract concluded under these Rules for the operation of the AQUACITY CLUB Program, to which the Member is a party. The provision of personal data to the Company is necessary to fulfil the above purpose of processing. In the event of non-disclosure of personal data, Members would not become a member of the AQUACITY CLUB program because it would not be possible to perform the contract properly. The Company holds personally the data of the Member for the period necessary for the proper performance of the contract as well as up to the expiration of the relevant time limits for the application of individual legal claims.

7.2. Based on the expectation of the Member as a participant of the AQUACITY CLUB Program, the Operator will send to the Member newsletters and special offers of the Company via email. This marketing information will be sent by the Company to Members only in range and intervals so that they are not annoying to the Member. Processing for marketing purposes may be considered as processing for the legitimate interests of the Company. Personal Data of the Member is kept for this purpose by the Company for the duration of its membership in the AQUACITY CLUB program.

7.3. The Member is responsible for the completeness, veracity and accuracy of the personal data provided. In the event of a change in the personal data provided, the Member is obliged to notify the Company thereof without undue delay.

7.4. In order to achieve the purpose of processing personal data, the data provided by a Member is provided to a contractual service provider of the Company, and in particular to a marketing service provider. Personal Data of the Member may be used by the service providers of the Company solely for the purpose for which the Member has given the Company consent.

7.5 In compliance with the requirements of Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (GDPR), a member as the person (i) the right of access to personal data, (ii) the right to correct incorrect personal data, (iii) the right to limit (block) the processing of personal data, (iv) to object to the processing of his or her personal data (v) the right to delete personal data, (vi) the right to data portability, (vii) the right to file a complaint with the Office for the Protection of Personal Data of the Slovak Republic, on the assumption that your personal data is processed in violation of valid legislation. The rights of the person concerned are specified in Articles 12 to 22 of the GDPR.

7.6.A member has the right to object to the processing of personal data on the basis of a legitimate interest of the Company for marketing purposes. If a Member opposes the processing of personal data for marketing purposes, the Company will no longer process its personal data for that purpose.

7.7. PA Member as a person concerned may apply their rights in writing or in person at the registered office of the Company or by sending an email to the Company.

7.8.In the event that a Member applies to the Company any of the rights of the person concerned and from the application of the Member it is not possible to verify the identity of the applicant or, if the Company has reasonable doubts regarding the identity of the person making the request, the Company reserves the right to ask that person to provide additional information needed to certify the identity of the person applying for that request.

7.9. The Company declares that personal data is processed only for the above purposes and in accordance with the relevant data protection legislation, using appropriate technical, organisational and security measures.

8. INTERNET COMMUNICATION

8.1. In the case of performing operations via the Internet Club Members are governed by rules for online use of the Club program, which is available on the website of the Company.

9. COMPLAINTS, SUPERVISORY BODY, ALTERNATIVE DISPUTE RESOLUTION

9.1. Complaints on the provision of services pursuant to these Rules may be submitted by an AQUACITY CLUB member to the AQUACITY CLUB Customer Centre in person, in writing, by email or by telephone to the contact details provided in these Rules. In order to promptly and properly handle a complaint, it is advisable to include in the complaint the customer card number, the name, surname and address (or other contact details) of the complainant, the subject of the complaint and the rectification requested by the claimant.

9.2. The Consumer Protection Supervision Body in the provision of services under these Rules is: Slovak Trade Inspection - SOI Inspectorate for the Prešov Region, Konštantínova 6, 080 01 Prešov 1.

9.3. Every consumer has the right to protect their consumer rights under using a Club Card on an alternative dispute resolution entity, recourse to the courts is not affected. If a member of AQUACITY CLUB is not satisfied with the manner in which the Company has reclaimed their claim or believes the Company has breached their rights, he / she has the right to contact the Company for rectification. If the Company to such a request from a member of AQUACITY CLUB responds with a negative answer or does not respond to such a request within 30 (thirty) days from the date of dispatch, an AQUACITY CLUB member has the right to initiate an alternative dispute resolution entity under Act No. 391/2015 Coll. about an alternative dispute resolution for consumer disputes. The relevant entity for an alternative dispute resolution of consumer disputes with the Company is: the Slovak Trade Inspection or other competent legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economic Affairs of the Slovak Republic. A member of AQUACITY CLUB has the right to choose which of these alternative dispute resolution entities to address.

10. GENERAL CONDITIONS

10.1. Membership in AQUACITY CLUB and the rights associated with it are non-transferable and terminate at the latest by the termination of membership under paragraph 2.9. of these Rules. Therefore, they cannot be the subject of hereditary rights. The benefits from the discounts according to these Rules are also non-transferable.

10.2. The Company reserves the right to change the General Terms and conditions of AQUACITY CLUB and the content of the Club Program tariffs if:

a) there is a change in legislation relating to the Company's

activity or to the goods and services provided to which under these Rules a discount is granted;

b) the Company changes the scope or essential parameters of the provided goods and services to which under these Rules a discount is granted;

c) company suspends or terminates operation of any service or suspends or terminates the provision of certain goods or services to which under these Rules a discount is granted;

10.3. The change may be announced in a written report or by issuing the current version of AQUACITY CLUB General Terms and Conditions, which shall be published and made available on AQUACITY POPRAD premises no later than 15 days before the change is effective. The Company has the right to publish these changes in another way. If a member of AQUACITY CLUB disagrees with the change, he / she has the right to terminate the membership of AQUACITY CLUB without penalty under paragraph 2.9. point. e) of these Rules, no later than within 10 days of the first execution of any transaction by the Club Card following the notification of the change.

10.4. AQUACITY CLUB program has been prepared by AQUAPARK Poprad with a long-term goal. However, the Company reserves the right to terminate the AQUACITY CLUB program. AQUACITY CLUB's closing date is announced in AQUACITY POPRAD at least one calendar month in advance. After this date, discounts will not be granted under this policy.

10.5. Any presentations and statements regarding AQUACITY CLUB are solely authorised by the Company.

10.6. These General Terms and Conditions of AQUACITY CLUB issued by AQUAPARK Poprad, s.r.o. located at Športová 1397/1, 058 01 Poprad govern the extent and conditions under which the Company gives a public promise to grant discounts to its customers. These General Conditions and AQUACITY CLUB Rules apply to the operation of the AQUACITY CLUB program exclusively in the Slovak Republic and for members of AQUACITY CLUB whose Club Cards are registered and issued in the Slovak Republic.

10.7. The General Terms and Conditions of AQUACITY CLUB enter into force on April 1, 2019, and at this time replace any current General Terms and Conditions and rules regarding AQUACITY CLUB.



CUSTOMER CENTRE AQUACITY CLUB

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