

GENERAL MEMBERSHIP RULES AND CONDITIONS OF THE AQUACITY CLUB PROGRAMME

1. AQUACITY CLUB Programme

1.1. AQUACITY CLUB is the name of the programme offered by the AQUAPARK Poprad, s.r.o. company, with the registered office at Športová 1397/1, 058 01 Poprad, registered in the Commercial Register of District Court Prešov, Section: Sro, Insert no.: 13805/P, company identification number: 36 482 609 (hereinafter referred to as the „Company“), to all AQUACITY POPRAD customers (hereinafter referred to as the „Club Programme“). The aim of the Club Programme is to enhance the quality of services and provide special discounts to customers who regularly use AQUACITY POPRAD services. Every customer who purchases a club card online or fills in an application form for the AQUACITY CLUB programme (hereinafter referred to as the „Application“) enters into an agreement with the Company, governed by these General Membership Rules and Conditions of the AQUACITY CLUB programme (hereinafter referred to as the „Rules“).

1.2. By presenting the AQUACITY CLUB card, every Club Member can obtain the following percentage discounts or better prices of services when compared to the regular prices provided at AQUACITY POPRAD and other establishments operated by the Company Partners.

Discounts at AQUACITY POPRAD, operated by the Company:

- **AQUAPARK** - better prices of selected services (1-day Aquapark packet, Wellness packet tickets, 3-hour tickets) also for children, students, pensioners, disabled clients with disability cards.

- **ACCOMMODATION** - 10% discount on the Seasons Hotel ****, Mountain View Hotel ****, Riverside Hotel **** (on regular accommodation prices)

- **GASTRO** - 10% discount on meals and beverages from the current food and beverage menu, excluding tobacco products, daily menu and special offers, applies to the following establishments: **AquaCity Poprad** – High Tatras Restaurant, Lobby bar, Café bar,

- **EXTRA SERVICES** - 10% discount

AquaCity Poprad - massages and treatments in the Relaxation Massage Centre

Discounts at **OTHER ESTABLISHMENTS** operated by entities other than the Company (specified below and hereinafter referred to as „Partners“). The Company is not responsible for the services provided by the Partners and only provides them as extra benefits for AQUACITY CLUB Members:

- **Horizont Resort Hotel, Stará Lesná (operated by TATRA TRADING INTERNATIONAL s.r.o., registered office: 059 60 Stará Lesná 178, Company Identification Number: 35 710 501)**

ACCOMMODATION - 10% discount (on regular accommodation prices)

GASTRONOMY - 10% discount on meals and beverages from the current food and beverage menu, excluding tobacco products, daily menu and special offers, applies to the following establishments: Culinary Restaurant, Lobby bar, Cigar Lounge

EXTRA SERVICES - 10% discount on massages and spa treatments, Mountain Wellness Centre, Vip Sky Lounge

- **Hotel Hills, Stará Lesná (operated by TATRA TRADING INTERNATIONAL s.r.o., registered office: 059 60 Stará Lesná 178, Company Identification Number: 35 710 501)**

ACCOMMODATION - 10% discount (on regular accommodation prices)

GASTRONOMY - 10% discount on meals and beverages from the current food and beverage menu, excluding tobacco products, daily menu and special offers, applies to the following establishments: Restaurant, Lobby & Café bar, Cigar & Cognac bar

- **EXTRA SERVICES** - 10% discount on massages and spa treatments, Nature Wellness centre, Vip Star Lounge

- **Interklinik Poprad (operated by INTERKLINIK PP s.r.o., registered office: Športová 1397/1, 058 01 Poprad, Company Identification Number: 51 750 970) – full-body and local cryotherapy**

- **Holidaypark Kováčová (operated by AQUAPARK KOVÁČOVÁ, s.r.o., registered office: Malý trh 2/A, 811 08 Bratislava, Company Identification Number: 36 675 351) – better pool ticket prices when compared to regular prices based on the loyalty programme category**

- **Wellness Hotel Patince (operated by: Wellness Invest, a. s. registered office: Malý trh 2/A, 811 08 Bratislava, Company Identification Number: 47 240 008) – Thermal park a Wellness centrum – better Thermal park and Wellness centre**

prices when compared to regular prices based on the loyalty programme category, **ACCOMMODATION** – 10% discount on regular accommodation prices (doesn't apply to online booking)

1.3. The provided discounts do not apply to special offers of the Company or the Partners where it is clear that the price already includes a discount on the regular price offered by the Company or Partners to all customers (i.e. no double discount is offered, and discounts cannot be combined). Discounts in Partner establishments also cannot be combined with other discounts provided by the Partners or their loyalty, club, or similar programmes (i.e. no double discount is offered).

1.4. The provided discounts also do not apply to special offers of the Company or the Partners (service packages) which are meant exclusively for AQUACITY CLUB Members. In these cases, which are specially designed as benefits for AQUACITY CLUB members, the price already reflects the AQUACITY CLUB membership, and therefore, no additional discount cannot be offered.

2. Membership and AQUACITY CLUB Card

2.1. To become a Member of the AQUACITY CLUB, every person has to submit a properly filled-in application form with the instructions provided in the application form and pay the respective fee to have an AQUACITY CLUB card issued (hereinafter referred to as the „Club Card“) or buy it online at shop.aquacity.sk. The application forms are available at AQUACITY POPRAD or other locations where the Company distributes them to support the programme. To become a Member of the AQUACITY CLUB, one can also fill in the application form online on the shop.aquacity.sk website. The provisions of these Rules apply proportionately to the submission of application forms and other activities related to membership in the AQUACITY CLUB electronically.**

2.2. Any application form is considered to be a properly filled-in application form if it truthfully provides the following information: name, surname, date of birth, residential address (P.O. Box or workplace address are not accepted), email contact, the date of filling in the application, and signature. Customers can submit properly filled-in application forms at the AQUACITY CLUB contact point within the Company's premises or electronically via shop.aquacity.sk.

2.3. To have their application form verified, to be registered for the loyalty programme and to have their Club Card issued, every customer is obliged to present an identification document or another document confirming their identity (passport) to an authorised employee of the Company.

2.4. Based on a properly filled-in application form and after paying the respective fee, every customer is sent their electronic Club Card to the email address provided in the application form. Customers who register online on the shop.aquacity.sk website are sent their electronic Club Cards also to their accounts on the shop.aquacity.sk website.

2.5. Club Cards are primarily issued in electronic form. In special cases, the Company may decide to issue a plastic Club Card (hereinafter referred to as „Plastic Club Card“). Special cases can be assessed solely by the Company. Every AQUACITY CLUB membership is free of charge; customers only pay to have their Club Cards issued when registering, which covers the costs of administrative and technical processing of the registration.

2.6. The validity of each Club Card is unlimited and expires only when the AQUACITY CLUB loyalty programme expires. Based on a valid Club Card, every customer can use the membership benefits in the AQUACITY CLUB.

2.7. Any natural person with permanent or temporary residence in Slovakia or abroad who is at least 15 years old can become a member of the AQUACITY CLUB (hereinafter referred to as a „Member“) by signing their application form or expressing consent electronically when registering online, thereby agreeing to these General Membership Rules and Conditions of the AQUACITY CLUB loyalty programme (hereinafter referred to as the „rules“). Entities other than natural persons who meet the conditions stated above cannot become Members and so cannot individuals who have:

a) violated the rights related to trademarks, logos and designations of the Company or any of the Partners or their reputation;

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

2.8. Each Member can receive and use only one valid Club

Card. Every Club Card is non-transferable, however, the right to use it by the holder's immediate family members – husband, wife and children younger than 18 years – remains unaffected. Every Club Card is the property of AQUAPARK Poprad, s.r.o. No cardholder is authorised to offer or provide their Club Card or its associated rights to other individuals in exchange for payment or not. Club Cards don't serve as credit or payment cards. Every Club Card may only be used in accordance with the General Terms and Rules of the AQUACITY CLUB. Every Club Card may only be used for the personal purposes of the holder and the aforementioned immediate family members, and it cannot be used in connection with any business or other income-generating activities.

2.9. Each Club Card holder should promptly inform the AQUACITY CLUB Customer Service (in writing, by phone, email) about any changes to the basic information provided in their application form (change of their name, address, contact phone number, email, etc.) in their own interest.

2.10. The membership of any Club Card holder in the AQUACITY CLUB, and thus the contractual relationship between the AQUACITY CLUB Member and the Company, expires, and their Club Card becomes invalid if:

a) based on the Company's decision, the Club Card holder has violated the trademark rights of AQUACITY, its Partners, or other contractual partners;

b) based on the Company's decision, the Club Card holder has abused the mechanisms and benefits of the AQUACITY CLUB;

c) based on the Company's decision, the Club Card holder has engaged in behaviour contrary to the law or good manners which resulted in damage to the Company or any of the Partners;

d) the AQUACITY CLUB Member terminates their membership even without providing the reason, based on a written notification;

e) the Club Card holder dies or is pronounced dead.

2.11. The membership of any Club Card holder expires in the event of article 2.11. items a) to c) on the day when AQUAPARK Poprad decides to terminate their membership, which may be no sooner than on the day when the circumstances establishing the right to exclude the Member from the AQUACITY CLUB arose;

d) on the day when the Club Card holder's termination notification is received by AQUAPARK Poprad;

e) on the day when the Club Card holder dies or is pronounced dead by the court.

2.12. The Club Card holder whose membership has expired and whose Club Card has become invalid due to the reasons stated in article 2.11. items a) to e) is not entitled to the rights and benefits arising from the AQUACITY CLUB membership.

2.13. The following actions of Club Card holders are considered as misuse of the rules, mechanisms and benefits of the AQUACITY CLUB:

a) violation of the provisions of these General Terms and Rules of the AQUACITY CLUB;

b) any other actions that would result in obtaining discounts in a manner other than according to these General Terms and Rules of the AQUACITY CLUB.

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3.1. The Company reserves the right to:

a) exclude products and services of the Company or its Partners from the AQUACITY CLUB programme or limit the scope of discounted services and products provided by the Company or its Partners;

b) expand or modify the scope of discounted products and services provided in the Company's or Partners' establishments.

Members of the AQUACITY CLUB and customers shall be informed about these restrictions and changes by AQUAPARK Poprad via written notifications published on the www.aquacity.sk website. These restrictions and changes become effective on the dates specified in the written notifications. The Company has the right to communicate these restrictions and changes via other means as well.

3.2. For technical-operational reasons (regular maintenance, malfunctions, inspections etc. of premises and technical facilities) or due to force majeure, the Company and its Partners have the right to temporarily stop providing certain products or services partially or fully. Every Club Card holder can use the discounts on these products and services once they are offered again, but they are not

- entitled to any other compensation for not being able to use the discounts before.
- 3.3 Any Club Card holder who, for any reason, is unable to present their Club Card when paying or forgets to present their Club Card to the staff is not entitled to retroactively receive a discount or any financial or non-financial compensation for not being able to use the discount even if they provide the necessary documents to apply for the discount.
- 3.4 **Getting discounts with the Club Card**
- a) When purchasing tickets, discounts apply to max. four tickets purchased all at once within a single day.
- b) When purchasing accommodation services, discounts apply to the hotel bill related to one room booked for the Club Cardholder. Interconnected rooms are considered as one room.
- c) When purchasing goods and services in gastronomy establishments, discounts apply to one bill covering food and drinks for a maximum of five people.
- 3.5 If a Club Card registered on the so-called „Blacklist“ is used, the staff is obligated to make the card invalid (in the electronic system or, in the case of a plastic Club Card, by cutting it). The Blacklist contains a list of Club Cards that have been blocked by AQUAPARK Poprad. The respective Club Card holder can inquire why their Club Card has been blocked at the Customer Service Centre. The card-blocking reasons are the same as the reasons why the Club Card becomes invalid, as mentioned in article 2.
4. **Customer Service**
- 4.1 The role of the Customer Service is to provide the following services to customers exclusively via telephone, written and email contact: providing information about the AQUACITY CLUB and other services of AQUACITY POPRAD, addressing operational issues of Club Card holders (loss or theft of plastic Club Cards, complaints, etc.), receiving complaints, suggestions and feedback from AQUACITY CLUB members.
- 4.2 Operators are at customers' disposal daily from 8:00 am to 8:00 pm (+421 5278 51 111). Customers can also contact the Customer Service via email at info@aquacity.sk.
5. **Club Card loss and theft**
- 5.1 If a Club Card gets lost or stolen, the respective cardholder is obligated to promptly notify the Customer Service (including providing the full name of the cardholder, address and the Club Card number if applicable). The Customer Service does not provide phone or email confirmation after receiving all the necessary information.
- 5.2 The cardholder shall receive a new Club Card electronically via email within 7 days after reporting the loss or theft of their card. The fee for issuing a replacement Club Card is EUR 5.
6. **Personal Data Protection**
- 6.1 As the operator (the operator's identification data are provided at the beginning of these Rules), the Company processes the personal data of individual Members, i.e. data provided in the application forms (name, address, email contact and phone contact), as well as data about purchases of goods and services made by individual Members, which the Company can obtain during the Members' memberships in the AQUACITY CLUB programme (type, quantity of goods and services). Every Member is responsible for the completeness, accuracy and correctness of their provided personal data. In the case of changes to the provided personal data, every Member is obliged to promptly inform the Company. These personal data may be provided to the Company Partners to the extent necessary to fulfil the obligations arising from these Rules properly.
- 6.2 These personal data may be processed exclusively for the purpose of operating the AQUACITY CLUB programme, i.e. to fulfil the obligations arising from these Rules by the Company properly and, with the Member's consent, for the purpose of direct marketing and understanding customer behaviour in the market to improve the quality of goods and services offered to customers, especially to AQUACITY CLUB members. Personal data have to be processed to fulfil the obligations arising from these Rules by the Company properly, and to provide services and benefits arising from these Rules properly and/or to process client's requests for information before providing services by the Company and to fulfil the obligations of the Company stipulated by generally binding legal regulations. Personal data are processed by the hotel operator for a period necessary to fulfil the aforementioned purpose of processing, at least for the duration of the respective Member's membership in the AQUACITY CLUB.
- 6.3 For the purpose of direct marketing and understanding customer behaviour in the market to improve the goods and services offered to customers, personal data shall be processed based on the Members' consent expressed when filling in their application forms. Consent for the purpose of direct marketing and understanding customer behaviour in the market can be granted voluntarily and it is not required in order to become a member of the AQUACITY CLUB.
- 6.4 If there are inaccuracies in the provided personal data, the consent for the processing of personal data has been cancelled, the purpose has been fulfilled or the period for which the consent for the processing of personal data was granted expires, or if storing such personal data is impermissible for any legal reasons, the respective Member's personal data shall be deleted.
- 6.5 The protection of personal data is governed by the provisions of the Personal Data Protection Act and relevant EU legal regulations, where the rights of individual Members as individuals concerned are also regulated. Every Member has the right to be provided information regarding the processing of their stored data free of charge. If the requirements stipulated in generally binding legal regulations are fulfilled, individual Members are also entitled to
- access their personal data,
 - correct incorrect personal data,
 - restrict (block) the processing of personal data,
 - object to the processing of their personal data for the purpose of direct marketing,
 - have their personal data erased, especially if they are no longer needed for the purposes for which they were collected or otherwise processed, or if the consent for their processing has been cancelled, and if there is no other legal basis for the processing, or if personal data were processed unlawfully. Similarly, if certain conditions are fulfilled, every Member has the right to data portability, i.e., the right to obtain the personal data that they voluntarily provided to the Company, in an electronic format, in a structured, commonly used and machine-readable format. In this context, the Member can exercise their right to transfer this data to another controller if such transfer is technically feasible (right to data portability).
- 6.6 As a data subject, every Member has the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, with the registered office at Hraničná 12, 820 07 Bratislava, if they suspect that their personal data are being processed in violation of applicable legislation.
- 6.7 The Company declares that it processes personal data only for the aforementioned purposes and in accordance with the Personal Data Protection Act and relevant EU legal regulations, using appropriate technical, organisational and security measures.
- 6.8 The personal data of Members may be provided to contractual service providers of the Company (other third parties - recipients) if this is necessary to fulfil the purpose for which they were obtained. Such contractual service providers of the Company include marketing service providers, banks, etc. These service providers may use the data exclusively for the purpose for which the personal data were obtained.
7. **Internet communication**
- 7.1 When performing actions via the Internet, every Club Member shall also adhere to the rules of the Club Programme online use, which are published on the Company's website.
8. **Complaints, supervisory authority, alternative dispute resolution**
- 8.1 A complaint regarding the provision of services under these Rules can be submitted by any Member of the AQUACITY CLUB to the Customer Centre of the AQUACITY CLUB, either in person, in writing, by email or by phone using the contact information provided in these Rules. To expedite and properly process the complaint, it is advisable to include the customer card number, the name and surname, address (or other contact information) of the complainant, the subject of the complaint and the remedy requested by the complainant.
- 8.2 The supervisory authority in matters of consumer protection regarding the provision of services under these Rules is the Slovak Trade Inspection - Inspectorate of STI for the Prešov Region, Obrancov mieru 6, 080 01 Prešov 1, email: pr@soi.sk, phone no. 051/772 15 97
- 8.3 Each consumer has the right to address an alternative dispute resolution body to protect their consumer rights arising from the use of the Club Card. The option to resort to court is not affected by this. If any Member of the AQUACITY CLUB is not satisfied with the way the Company has resolved their complaint or believes that the Company has violated their rights, they have the right to contact the Company with a request to have the problem rectified. If the Company responds negatively to such a request from any AQUACITY CLUB Member or does not respond to such a request within 30 (thirty) days from the date it was submitted, the AQUACITY CLUB Member has the right to ask the respective alternative dispute resolution entity for alternative dispute resolution in accordance with Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes, i.e. the Slovak Trade Inspection or another authorised legal entity registered in the list of alternative dispute resolution entities kept by the Ministry of Economy of the Slovak Republic. Every AQUACITY CLUB Member has the right to choose which of the aforementioned alternative dispute resolution entities to contact.
- AQUACITY CLUB Members may also ask for alternative dispute resolution via the alternative dispute resolution online platform, which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>
9. **General Provisions**
- 9.1 The membership in the AQUACITY CLUB and the associated rights are non-transferable and expire no later than when the membership expires in accordance with art. 2.11 of these Rules. Therefore, they cannot be inherited. Claims for discounts according to these Rules are also non-transferable.
- 9.2 The Company reserves the right to change the General Terms and Rules of the AQUACITY CLUB and the content of the Club Programme Price List if:
- there is a change in legal regulations related to the Company's or Partners' activities or the provided goods and services which are discounted according to these Rules;
 - the Company or any of the Partners changes the scope or significant parameters of the offered goods and services which are discounted according to these Rules;
 - the Company or any of the Partners closes any establishment temporarily or permanently or stops providing specific goods or services discounted according to these Rules temporarily or permanently.
- 9.3 Changes may be communicated in writing or by updating the General Terms and Rules of the AQUACITY CLUB published on the www.aquacity.sk website no later than 15 days before the effective date of the change. The Company has the right to announce these changes via other means as well. If any Member of the AQUACITY CLUB does not agree with the changes, they have the right to terminate their membership in the AQUACITY CLUB without sanctions in accordance with art. 2.11 item d) of these Rules, no later than within 10 days from the first transaction made by using their Club Card after the change announcement.
- 9.4 The AQUACITY CLUB programme was developed by the AQUAPARK Poprad company with a long-term intention. However, the Company reserves the right to terminate the AQUACITY CLUB programme. The date of termination of AQUACITY CLUB's activities shall be announced on the www.aquacity.sk website at least one calendar month in advance. After this date, discounts according to these Rules shall no longer be provided.
- 9.5 Presentations and statements regarding the AQUACITY CLUB can be provided exclusively by the Company.
- 9.6 These General Terms and Rules of the AQUACITY CLUB, issued by AQUAPARK Poprad, s.r.o. with the registered office at Športová 1397/1, 058 01 Poprad, specify the scope and conditions under which the Company offers discounts to its customers. These General Terms and Rules of the AQUACITY CLUB apply to the operation of the AQUACITY CLUB programme exclusively in Slovakia and to Members of the AQUACITY CLUB whose Club Cards are registered and issued in Slovakia
- 9.7 The provision of services and sale of goods at Partner establishments are governed by the general terms and conditions and other conditions of the Partners.
- 9.8 These General Terms and Rules of the AQUACITY CLUB come into effect on 1st May 2024 and from this moment onwards, they replace any previously existing general terms and rules related to the AQUACITY CLUB. These General Terms and Rules of the AQUACITY CLUB apply adequately to all previously issued Club Cards.



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