

GENERAL TERMS AND CONDITIONS – Olomouc region Card

General Terms and Conditions governing the legal relationship between the **Operator** (administrator of the Olomouc region Card project – RNDr. Ivan Marek, Železniční 4, 779 00 Olomouc, ID No.: 44903383) and the holder of the Olomouc region Card regional tourist card (the "**Cardholder**").

1. Product definition – “Olomouc region Card” tourist card

The Olomouc region Card (**ORC**) is a card with a barcode and a unique alphanumeric code that allows its holder to benefit from discounts of up to 100% on the services of partner tourist sights, attractions, facilities, etc. Operators of services in the offer of the ORC are contractual partners of the Olomouc region Card system ("**Contractual Partner**"). The ORC is issued and distributed by the Operator through the contracted points.

2. Cardholder

2.1 A Cardholder is a person who has obtained a valid ORC at an authorised point of sale. The non-transferable card is issued in the name of its holder. Providing the discounts and benefits of the ORC to third parties is prohibited.

2.2 In the case of card sales on the internet or through a contracted point of sale, the card may be replaced by a redeemable “voucher” in printed form. Upon presentation of this “voucher”, the holder receives an original ORC from selected retailers or issuers.

3. Information guide (“100-page brochure”)

The printed information guide entitled *Olomouc region Card Guide* (the “**Guide**”) is distributed with each adult ORC and is issued by the Operator at the beginning of the tourist season, unless specified otherwise. The Guide lists all partner tourist sights, attractions and facilities, with a short description of the services offered, full contact details, opening hours, recommended tips, conditions of use of the ORC, a link to the website, etc., unless stated otherwise.

4. ORC price

All types of ORC tourist cards are available at the prices listed in the current price list and presented at the points of sale and on the website www.olomouregioncard.cz. The ORC tourist system has the following types of cards:

a) ORC 48-hour adult – valid for 48 hours from the time of activation, intended for those over the age of 15,

b) ORC 48-hour child – valid for 48 hours from the time of activation, intended for those under the age of 15,

c) ORC 5-day adult – valid for five days from the date of activation, intended for those over the age of 15,

d) ORC 5-day child – valid for five days from the date of activation, intended for those under the age of 15, unless specified otherwise.

5. Conclusion of the contract

The contractual relationship between the Operator and the Cardholder is established either by payment of the purchase price upon sale of the ORC, or upon acquisition of the ORC under the conditions set by the retailer/card issuer, or by the exchange of the voucher at the point of sale/issue. A specific card with a barcode and an alphanumeric code on the back of the ORC will be assigned to a specific person by recording their name, surname and year of birth in the ORC system. The Cardholder's personal data is confidential and protected according to GDPR principles and its use is mainly linked to the need for possible identification of the Cardholder by one of the partner facilities providing the Cardholder with a benefit. The card is not transferable.

6. Points of sale

Sale/issue points are selected places and attractions offered in the ORC system, in particular information centres in the region, hotels and other establishments that are card vendors under a contractual relationship with the Operator.

7. Cardholder rights

7.1 The Cardholder is entitled to use all the discounted services/bonuses of the Contractual Partners within the scope and quality specified at www.olomouregioncard.cz and in the printed information guide during the validity period of the ORC. The Operator is not the operator of the services of tourist sights, attractions and restaurants. The current description of the services offered, opening hours and the amount of the discount listed at www.olomouregioncard.cz is always valid.

7.2 Tourist sights, attractions, restaurants, etc., are authorised to inspect the ORC holder and verify their identity. The Cardholder can use the services offered after presenting a valid ORC upon entry and, if requested, a valid ID. Every use of the ORC at a tourist sight, attraction or facility providing FREE admission or service is registered by an electronic scanner or by manual entry directly into an electronic database or printed form.

7.3 When using the services of an ORC Contractual Partner, the Cardholder automatically becomes their client. All claims of the Cardholder related to the provision of services by the Contractual Partner, in particular claims for damage caused by the Contractual Partner and claims arising from the lack of guarantees, shall be asserted by the Cardholder against the Contractual Partner. The Operator is not liable for any damage caused to the Cardholder when using the services of the Contractual Partner. The operator is not obliged to carry out checks on Contractual Partners related to the safety and quality of the services offered. Therefore, it does not guarantee and does not assume any responsibility for the services offered by the Operator's Contractual Partners and does not conduct oversight of them. The legal relationship between the Operator's Contractual Partner and the Cardholder is governed by the terms and conditions of that specific Contractual Partner.

8. Obligations of the Cardholder

The Cardholder is obliged to secure their card against theft. Negligent use is a circumstance in which a third party may, without great effort and in an unauthorised manner, take possession of the card. It is also considered negligent if the cardholder transfers the card or the data stored in it to third parties. The ORC may only be used for the purpose for which it is intended and any other use of the card is prohibited. Misuse of the card entitles the Operator to terminate the contract prematurely according to point 10.

9. Changes in the scope of services and prices of partners

9.1 Limitations on the offer of services and their use by ORC Contractual Partners may occur as a result of adverse weather conditions, circumstances related to the season or technical condition or maintenance of the software. In the event that there are serious reasons that result in a limitation of the operation of the services offered, the Operator has the right to prematurely terminate cooperation with the ORC partner. The Cardholder is not entitled to any compensation or reduction in price in the event of a limitation or total loss of services for the reasons stated above. The Operator will announce the limitation or total termination of services as soon as possible on the website www.olomoucregioncard.cz.

9.2 Prices for services at the partner are subject to change. The Operator is not responsible for the pricing policy of ORC's Contractual Partners and is not liable for the prices of their services. However, the Operator shall make every effort to ensure that the level of the minimum discounts provided by ORC Contractual Partners remains constant throughout the tourist season (current year), for the period of time during which the partner provides the discount(s) to the ORC holder.

10. Contract validity period

10.1 The ORC Contract is valid for the duration of the Olomouc region Card ("Contract Validity Period"). The validity of the card is always limited by its type and the date or time of activation (start of use).

10.2 The Cardholder and the Operator shall be entitled to terminate the ORC Contract prematurely and with immediate effect for good cause. The reason for termination of the contractual relationship may be misuse of the card by the Cardholder or assignment of the card to third parties. In this case, the Operator is entitled to block the card without compensation. The Cardholder is obliged to return the ORC without delay.

11. Lost/stolen ORC card

In the event of loss or theft of the card, it is necessary to report this occurrence as soon as possible to the Operator, who will immediately block the card. A new ORC will be issued to the Cardholder, valid for the same period as the original card.

12. Data protection

The Operator registers, processes and protects all personal data provided by the Cardholder, which it obtains on the basis of the contractual relationship governing the conditions of use of the ORC tourist system. By purchasing an ORC, the Cardholder agrees to provide their personal data: name, surname, year of birth, postcode (if applicable) and email address ("Data"). The data will mostly be used for the purpose of possible identification of the Cardholder by one of

the partner establishments that provide the Cardholder with a benefit or for the purpose of improving the ORC offer. The Operator undertakes to protect the data entrusted to it against theft and possible misuse by unauthorised persons by means of a security system.

13. Place of performance and place of legal proceedings

Legal disputes will be resolved exclusively by Czech law.

In Olomouc on 1 January 2021
ORC administrator



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