**General Terms and Conditions of Membership in the THERMALPARK CLUBCARD Program**

**1. Loyalty program THERMALPARK CLUBCARD**

1.1. The THERMALPARK CLUBCARD loyalty program is operated by THERMALPARK DS, a.s., with its registered office at Gabčíkovská 237/38, 929 01 Dunajská Streda, ID number: 31 450 920, registered in the Commercial Register of the Trnava District Court, Section Sa, File No. 224 / T (hereinafter referred to as THERMALPARK DS, a.s.). The loyalty program aims to increase the quality of providing services to customers who regularly use the services of a thermal swimming pool operated by THERMALPARK DS, a.s. (hereinafter referred to as Thermalpark). The THERMALPARK CLUBCARD loyalty program allows customers the option of cashless payment for services and goods on the premises of Thermalpark by wristbands or cards and provides the possibility of using other special offers and discounts.

**2. Membership and loyalty program card THERMALPARK CLUBCARD**

2.1. Any natural person over the age of 18 who, by signing the application form, has agreed to these general terms and conditions of membership in the loyalty program can become a member of the THERMALPARK CLUBCARD loyalty program. A company and other legal entities cannot become members.

2.2. Membership is established by filling in the application form in accordance with the instructions on the form and paying a fee of EUR 1 for issuing a THERMALPARK CLUBCARD loyalty program membership card. Registration forms are available on the premises.

2.3. To verify the proper completion of the application form, the registration of the customer in the loyalty program and the issuance of the Clubcard, the customer is obliged to submit an identity document to an authorized employee of Thermalpark.

2.4. On the basis of a duly completed application form and after payment of the fee for the issuance of a Clubcard, an authorized member of staff will issue and hand over the Clubcard to the customer on the spot.

2.5. The Clubcard is valid for 24 months from issue. Based on a valid Clubcard, the customer is entitled to take advantage of the membership of the THERMALPARK CLUBCARD loyalty program. After the expiration of the Clubcard, it is possible to request the issuance of a new Clubcard. Issuing a new Clubcard does not affect the current number of club points that will be transferred to the new card.

2.6. When changing contact or other identification data, each customer should inform Thermalpark (in person or by e-mail from the entered email address) of the change of this information provided on the application form (change of name, surname, address, telephone number, e-mail, etc.). Otherwise, it is not possible to guarantee the delivery of current changes and information, or the request to block the Clubcard may not be accepted in case of its loss.

2.7. THERMALPARK DS, a.s. is entitled to decide on the termination of the membership of the Clubcard holder in cases where:

a. the Clubcard holder has misused the benefits provided by membership in the THERMALPARK CLUBCARD loyalty program;

b. the Clubcard holder did not follow the Thermalpark's visitor rules;

c. the Clubcard holder has not made any purchases with the Clubcard for more than 12 months;

d. Thermalpark decides to end the THERMALPARK CLUBCARD program;

e. the Clubcard holder will request this in writing.

2.8. The holder of a Clubcard whose membership has expired and his Clubcard has become invalid for the reasons stated in point 2.7. loses the right to use any retroactive bonuses and all other rights and benefits arising from membership in the THERMALPARK CLUBCARD loyalty program.

**3. Payment with Clubcard**

3.1. The Clubcard is a prepaid card that can be loaded directly at the Thermalpark ticket office and the reception of the THERMALPARK Hotel, or at other seasonal stores on the premises upon presentation of the Clubcard to the cashier.

3.2. The Clubcard cannot be reloaded at the outlets on the premises.

3.3. The minimum amount of the first loading is EUR 20 and of each subsequent loading EUR 10. By loading the card, club points are credited to the Clubcard. For every EUR 1, 1 club point is credited to the Clubcard. The customer with his purchased club points can pay the price of all services and goods within the Thermalpark premises, with the proviso that 1 club point equals EUR 1.

3.4. The maximum amount of Clubcard loading is EUR 1000, i.e., 1000 club points. In the event of loss, theft or misuse of the Clubcard or data associated with it, Thermalpark is liable for the damage only up to EUR 50, even if the current value of club points on the Clubcard was higher.

3.5. Each time you visit Thermalpark, the Clubcard can be paired with one or more wristbands, which then allow cashless payment for all services and goods within the Thermalpark premises, as if the Clubcard itself was used. When leaving Thermalpark and handing over the wristband to the automated collecting points, the wristbands will be deactivated, the balance of club points will remain on the Clubcard.

3.6. In the event of non-return or incorrect return of the wristband(s) to the automated wristband collecting points, Thermalpark is not liable for losses caused by possible misuse of the wristband(s) by third parties.

3.7. The Clubcard is a transferable card and is also valid for subsequent visits to the Thermalpark.

3.8. The current status of points on the Clubcard can be found out at any time at the Thermalpark ticket office after presenting the Clubcard or wristband to the cashier or by attaching the Clubcard or wristband to one of the Infoterminals found on the premises. The current balance of club points is also stated on each receipt received when purchasing goods and services in Thermalpark's own or contract stores.

3.9. A Clubcard holder whose membership in the THERMALPARK CLUBCARD loyalty program has expired and his Clubcard has become invalid is entitled to the payment of the balance of club points earned on his Clubcard. The amount of club points is paid out in EUR at the Thermalpark ticket office in person to the owner of the Clubcard, at his express request, after proving his identity with a valid identity document no later than 14 days after the termination of membership in the THERMALPARK CLUBCARD loyalty program. The consideration of any return bonuses held on the Clubcard is never paid out.

**4. Other advantages of the THERMALPARK CLUBCARD loyalty program**

4.1. The Clubcard holder also has the opportunity to take advantage of the benefits provided by Thermalpark in the form of special discounts. An up-to-date list of services and goods to which special discounts apply is published on the company's website and can be sent via e-mail to Clubcard holders.

**5. Loss and theft of Clubcard**

5.1. The holder is obliged to immediately report the loss or theft of the Clubcard to the Thermalpark cashier in person or by telephone on tel. number +421 31 551 00 96. When reporting the loss of a Clubcard, it is necessary to state the name of the cardholder, birth number, address and Clubcard number. After reporting a loss, Clubcard will be blocked immediately.

5.2. After proving his identity with a valid identity document, the Clubcard holder can request the issuance of a new, replacement Clubcard either at the personal reporting of the loss or at his next personal visit to Thermalpark. It is not necessary to fill in a new registration form when issuing a replacement Clubcard. The fee for issuing a new Clubcard is EUR 5.

5.3. The current balance of club points on the lost card will be transferred to the new card. The cardholder is responsible for any loss or loss of club points from the card between its loss and reporting. Thermalpark accepts no liability for unauthorized use of the Clubcard as a result of late notification of the loss or theft of the Clubcard.

5.4. The cardholder will receive a replacement Clubcard with the number of club points that were on the lost Clubcard at the time of blocking.

**6. Protection of personal data**

6.1. By signing the application form or filling in the online data, the THERMALPARK CLUBCARD loyalty program member gives Thermalpark his express consent to the processing of personal data provided in the application form, as well as to the processing of data on purchases of services and goods made by the Clubcard holder that Thermalpark may obtain. (type, amount of services and goods, number of club points).

6.2. The Clubcard holder agrees that THERMALPARK DS, a.s. recorded personal data in electronic form in order to store, collect, organize, search, search, use and use personal data in written and electronic form for the purposes of direct marketing and information about Thermalpark news and offers.

6.3. Consent to the processing of personal data is valid for the duration of membership in the THERMALPARK CLUBCARD program. Consent to the processing of personal data is irrevocable, but consent to the use of personal data for direct marketing purposes may be revoked at any time by a signed written notice addressed to THERMALPARK DS, a.s.

6.4. THERMALPARK DS, a.s. is responsible for the security of personal data and compliance with obligations under Act no. 18/2018 Coll. on the protection of personal data, as amended.

**7. General provisions**

7.1. THERMALPARK DS, a.s. reserves the right to change the General Terms and Conditions of THERMALPARK CLUBCARD loyalty program. The change may be announced by a written report or by publishing the current version of the General Rules and Conditions on the company's website (www.thermalpark.sk). The company has the right to notify these changes in other ways.

7.2. Execution of any transaction with Clubcard after notification of these changes or failure to send a written notice of the Clubcard holder about the termination of membership within 10 days from the date of notification of changes is considered as a consent of the Clubcard holder with them.

7.3. The THERMALPARK CLUBCARD program was prepared by THERMALPARK DS, a.s. with a long-term intention. However, the company reserves the right to terminate the THERMALPARK CLUBCARD program at any time.

7.4. The general terms and conditions of the THERMALPARK CLUBCARD loyalty program come into force on November 1, 2017