



## **GENERAL TERMS AND CONDITIONS FOR ONLINE TICKET PURCHASES FOR THE VILENICA CAVE AT THE JAMARSKO DRUŠTVO SEŽANA**

### **I. GENERAL INFORMATION**

#### **Article 1 (Introductory provision)**

These General Conditions for Online Ticket Purchases for the Vilenica Cave at the Jamarsko društvo Sežana (hereinafter: General Terms and Conditions) govern the rights and obligations between the Customer and Vendor in the conclusion of contracts governing online ticket sales.

The Customer is bound by the general terms and conditions valid at the time of purchase. The District Court of Koper is competent to resolve any disputes.

#### **Article 2 (Terminology used)**

“Ticket Vendor” refers to the Jamarsko društvo Sežana.

“Customer” refers to any legal or natural person purchasing a ticket via the [Vilenica Cave](#) website.

Contractual relationship: The purchase of tickets represents the starting point of a contractual relationship between the Customer and Vendor.

The provider of technological support in issuing tickets is PROGRAMSKI ATELJE A & Z, d.o.o., Cesta na Brdo 17, 1000 Ljubljana.

#### **Article 3 (Basic Information on the Jamarsko društvo Sežana)**

Jamarsko društvo Sežana  
Registered office: Bazoviška cesta 9, 6210 Sežana, Slovenija, EU  
EU Tax Code: 28000196  
Registration Number: 5123054000

Jamarsko društvo Sežana is entered in the register of the Administrative Unit of Sežana,

### **II. ONLINE TICKET SALES POINT TO VISIT CAVE VILENICA**

#### **Article 4 (Sales Points)**

“Sales Point” refers to:  
<https://vilenica.mojekarte.si/si/celotna-ponudba.html>



#### **Article 5 (Means of Payment)**

When paying with debit and credit cards, payment is made on the bank's website. All payment conditions and security protocols are determined and carried out by the individual bank. The means of payment are specified in the purchase process.

#### **Article 6 (Booking a Ticket)**

Booking a ticket without purchasing is not an option.

#### **Article 7 (Ticket Validity)**

Vilenica Cave tour tickets are valid only on the day and time indicated on the ticket.

#### **Article 8 (Complaint Procedure)**

The Customer submits his/her complaint in writing either via [info@vilenica.com](mailto:info@vilenica.com) or by registered letter to the address: Bazoviška cesta 9, 6210 Sežana, Slovenija. In this complaint, the Customer must provide his/her contact details (name and surname, address, phone number or e-mail address) and the exact description of the incident/complaint.

The Vendor undertakes to treat all complaints seriously and try to find an appropriate way to satisfy everyone involved. The complaint shall be dealt with by the Vendor within the appeal period of eight (8) days from the receipt of a written complaint issued by the Customer. Within this period, the Vendor is obliged to provide the Customer with a written or oral response to the complaint submitted.

#### **Article 9 (Tickets Return and Refund)**

Pursuant to Article 135 (12) of the Consumer Protection Act, the consumer does not have the right to withdraw from the contract for leisure services in which the provider undertakes to fulfill its obligation on a specific date or within a specified period.

Tickets purchased through the vendor's web portal cannot be returned or refunded.

In case of cancellation of a force majeure from the Vendor, the Vendor will inform the Customer about the possibility of a refund within eight (8) days at the latest.

With a refund, the tickets become invalid.

In the event of lost or stolen tickets, the Customer is not entitled to reimbursement of costs, substitutions or alternative tickets.



### III. ONLINE SALES

#### **Article 10 (General About Online Sales)**

The Customer is bound by the General Terms and Conditions that are valid at the time of purchase (delivery of an online order). At the time of the award of the order, the Customer acknowledges the General Terms each time and confirms its familiarity with the award of the contract. The General Terms and Conditions in printed form and with the date of the change marked are also available at the Vendor's address. The Vendor reserves the right to change the General Terms and Conditions, in the mutual relationship, the General Terms and Conditions applicable at the time of purchase.

The Vendor shall only use the acquired data for the purposes specified in Article 20 of the General Conditions.

**Purchasing Instructions:** For online shopping, the Customer shall provide the following information: his/her name, surname, country and e-mail address.

If the Customer is a legal person or sole proprietor and needs the original invoice, the following information must also be entered: title and headquarters of the legal entity or of an independent entrepreneur, tax and registration number and transaction account number.

Server support for the smooth operation of the online store and the seller's points of sale is provided by the company Programski atelje A&Z d.o.o., Cesta na Brdo 17, 1000 Ljubljana, [www.mojekarte.si](http://www.mojekarte.si).

Sensitive data is transmitted via a secure SSL connection making sure that online shopping remains secure and carefree.

The processing of online payments for us is carried out by the company Programski atelje A&Z d.o.o - mojekarte.si. On the buyer's bank statement, the transaction will be recorded under the name Programski atelje A&Z d.o.o.

Discounts are not taken into account for online sales.

#### **Article 11 (Accessibility of Information Prior to the Conclusion of the Contract)**

The Vendor undertakes to provide the Customer with the following information before being bound by the contract or offer:

- main features of the services,
- company, registered office and company phone number,
- the final price of the service, including taxes,
- payment terms,
- General Terms and Conditions published on the Vendor's website (the Vendor does not allow the purchase until the Customer confirms the acquaintance with the General Terms and Conditions).



## **Article 12 (Payment by Credit Card)**

When paying by a credit card, the Customer must enter the basic information shown on the card (card number, validity and CVC code). The CVC code stands for the final 3- or 4-digit number shown in the signature input field on the card's rear side.

**WARNING:** When using a credit card, payment is done via the bank website. All payment terms and security protocols are determined and performed by the individual bank. The means of payment are determined and indicated during the purchasing process.

## **Article 13 (Ticket)**

As a ticket, the QR code that the buyer receives directly at the online point of sale at the end of the purchase and by e-mail is valid. The QR code must be intact and readable. Due to possible disruptions to the telecommunications network, we recommend that you save the ticket to your mobile device beforehand or print it.

## **Article 14 (Tickets Protection)**

It is forbidden to abuse, copy or alter a ticket. A single ticket is valid at the first entry, meaning, the first ticket accepted based on its identification is valid. Any following tickets showing the same identification are automatically invalid. By using the authorised ticket, the Customer accepts the Vendor's General Terms and Conditions.

## **Article 15 (Errors During Purchase)**

In case of a successful purchase, the user receives the ticket and invoice directly at the online point of sale upon completion of the purchase and by e-mail. If the Customer does not receive the ticket and invoice due to the issue made during the purchase (the session crashed, a power outage), and the payment transaction has been completed, the Customer must contact [info@vilenica.com](mailto:info@vilenica.com).

## **Article 16 (Online ticket purchase is final)**

Before clicking "Payment", the Customer is obliged to check all purchase information (date and time of visit, ticket price) carefully. In the last window prior to checkout, it is still possible to change any of the purchase items by returning to the previous step.

When purchasing online, the purchase of tickets occurs immediately upon clicking on Payment, after that, any changes or withdrawal from the purchase are no longer possible.

## **Article 17 (Other)**

The Vendor is not liable for VAT. The list of transactions shall be kept electronically by the Vendor.



## **Article 18 (Privacy Statement)**

The Vendor sells on its own behalf and for its own account.

Privacy is guaranteed by the Vendor.

The Online Store Policy is in compliance with the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, no. 163/22) and the General Data Protection Regulation of April 27th, 2016.

The Customer whose personal data is collected has the right to correct inaccurate personal data, the right to supplement incomplete personal data, the right to access personal data relating to him and the right to limit processing in accordance with the General Data Protection Regulation (EU Regulation 2016/679).

The Customer has the right to erasure (so called "the right to be forgotten"), which means the right to get the Vendor to delete personal data relating to him without undue delay.

The Customer is entitled to receive personal data relating to him/her that have been communicated to the Vendor in a structured, generally used and machine-readable form, and has the right to forward this information to another controller (i.e. the right to data transferability).

In the event of a violation of the privacy protection and when the infringement is likely to cause a high risk to the Customer's rights and freedoms, the Vendor shall without undue delay inform the Customer about the said breach of the protection of her/his personal data.

For the process of exercising the buyer's rights, Article 9 of the General Terms and Conditions is used, which defines the appeal procedure.

## **Article 19 (Personal Data Collection)**

When purchasing online, the personal information necessary for the completion of the service is collected. Once the purpose of the collection is fulfilled, this information shall be deleted in accordance with the regulations.

Personal data collected by the seller, shall include the Customer's name and surname, the country, his/her e-mail address and telephone number.

Also collected on this website is the information about the Customer's visit, such as the name of the internet service provider and the IP address through which the access to the Internet was achieved; date and time of access to the website; the websites accessed while on this website, and the internet address of the website from which the Customer has directly accessed the Vendor's website.

This data is collected to improve the website, analyse trends and for administrative purposes.

## **Article 20 (Use of Personal Data)**

Personal data collected through the Vendor's online store are used for the operation of the site and for the provision of services or the completion of transactions requested or agreed to by the Customer.

The data concerning the country is used for statistical analysis.

The e-mail address is used to communicate with the Customer, send the ticket and the invoice.



## **Article 21 (Personal Data Protection)**

The Vendor shall not transfer personal data to third parties without the Customer's consent. Personal information is protected by the Vendor. The Vendor uses a variety of technology and procedures to help protect the Customer's personal information from unauthorized access, use or disclosure. Personal data provided by the Customer is stored on servers that are only accessible to authorized persons and are located in secured premises. Whenever sensitive data or information (e.g., credit card number) are provided by the Customer via the Internet, they are located on the website of the bank or payment processor, where SSL (Security Socket Layer) protocol encryption is used.

## **Article 22 (Use of Cookies)**

When the website is visited by the Customer for the first time, cookies are loaded on her/his computer (if the browser is configured to receive them). If the Customer has already visited the site before, the cookie stored on her/his computer is read out by the web server.

Strictly necessary (system) cookies are cookies that are necessary for the website to function properly. At the same time, they provide the user with a better and friendlier user experience, security, and smooth operation of the website, and it is not necessary to obtain consent for them.

Analytical cookies are cookies that are used to monitor and analyze visits and usage on the website. With their help, we can further improve the experience and operation of the website.

Analytical cookies and social network cookies load with the user's consent.

At the beginning of the session, the seller assigns the customer a cookie (session cookie) to adjust the user experience (data is stored until the customer closes the browser).

The seller uses Google Analytics to keep statistics on website visits (the data is stored permanently). The seller will ensure that all reasonable measures are taken to ensure that information not disclosed by the buyer is not accessible to third parties and the public.

The data from the previous paragraph will be disclosed only if such an obligation is stipulated by law, or in good faith that such action is necessary for:

- proceedings before courts or other state authorities,
- strictly necessary to protect and defend the seller's rights or property.

The Vendor uses the Buyer's personal data to:

- ensure better and more efficient servicing of the customer,
- improves the functioning of the online store, the range of services and follows trends in the development of information technology,
- make the site more customer-friendly, by implementing the latest tools for online trading,
- for research purposes, the seller uses data on website visits to calculate statistics, using the Google analytics web tool.



#### **IV. FINAL PROVISIONS**

##### **Article 23 (Amendments to the General Terms and Conditions)**

The Vendor reserves the right to change these General Terms and Conditions at any time. In doing so, the Vendor shall always inform the Customer about a substantive change to the General Terms and Conditions by posting the change on its home page.

##### **Article 24 (Liability)**

The information published on the Vendor's website is for information purposes only. No responsibility for this information being complete, content-correct and up-to-date is assumed by the Vendor.

Sežana, June 1<sup>st</sup> 2024