

### GENERAL TERMS AND CONDITIONS FOR ONLINE TICKET PURCHASES VIA THE ŠKOCJAN CAVES REGIONAL PARK PUBLIC AGENCY OF SLOVENIA

### I. GENERAL INFORMATION

Article 1 (Introductory provision)

These General Conditions for Online Ticket Purchases via the Škocjan Caves Regional Park Public Agency of Slovenia (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 Škocjan Caves Park Public Agency of Slovenia.

"Customer" refers to any legal or natural person purchasing a ticket via the Škocjan Caves Park 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.

Article 3
(Basic Information on the Škocjan Caves Park Public Agency of Slovenia)

### **Škocjan Caves Park Public Agency of Slovenia**

Registered office: Škocjan 2, SI-6215 Divača, Slovenia

EU Tax Code: SI11690151

Registration Number: 1121715000

The Škocjan Caves Park Public Agency of Slovenia is entered in the Court Register at the District Court of Koper under Company Registration Number 10526000.



### II. ONLINE TICKET SALES POINT TO VISIT THE CAVES

Article 4 (Sales Points)

"Sales Point" refers to:

https://park-skocjanske-jame.mojekarte.si.

Article 5 (Means of Payment)

The Škocjan Caves Park Public Agency web page allows for the following means of payment:

payment cards: MasterCard, Visa, Maestro.

Article 6 (Booking a Ticket)

Booking a ticket without purchasing is not an option.

Article 7 (Ticket Validity)

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

Article 8 (Complaint Procedure)

The Customer submits his/her complaint in writing either via <a href="mailto:info@psj.si">info@psj.si</a> or by registered letter to the address: Javni zavod Park Škocjanske jame, Slovenija, Škocjan 2, SI-6215 Divača. In this complaint, the Customer shall 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, (ZVPot-1, Official Gazette of the Republic of Slovenia, no. 130/22) has no 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 shall also be entered: sole proprietor and tax number.

Information support for the faultless operation of the Vendor's online store and sales points is provided by Programski atelje A&Z, informacijski inženiring d.o.o. (https://www.mojekarte.si/si/kontakt.html).

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

Payments by means of payment cards are conducted by the Intesa Sanpaolo Bank.

Discounts are not taken into account in 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 Payment Card)

When using a payment card, the Customer shall 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 payment card, payment is done via the bank website. All payment terms and security protocols are determined and performed by the respective bank. The means of payment are determined and indicated during the purchasing process.

Article 13 (Ticket)

As a ticket, the QR code that the Customer receives directly at the online point of sale upon completion/confirmation of the purchase or by e-mail is valid. The QR code must be undamaged and readable. Due to possible disruptions to the telecommunications network, we recommend that you save the QR code to your mobile device beforehand or print it. A Customer who buys a ticket for a special category of persons (children up to 5,99 years of age, children from the ages of 6 to 17,99, students up to 26 years of age, pensioners or persons over 65 years of age) must present an identity document, a valid student card or proof of retirement when entering the cave.

Children up to 14.99 years are allowed to visit the cave only if accompanied by an adult.

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 invalid automatically. 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/confirmation of the purchase. If the Customer does not receive the ticket and invoice directly at the online point of sale due to the mistakes made during the purchase (the session crashed, a power outage), but the payment transaction has been completed, the Customer should immediately inform <a href="mailto:info@psj.si">info@psj.si</a>. If the Customer did not print/save the ticket from the online point of sale after completing the purchase and did not receive it via email, they should immediately inform <a href="mailto:info@psj.si">info@psj.si</a> about it.

# Article 16 (Online ticket purchase is final)

Before clicking "Payment", the Customer is obliged to check all purchase information (i.e. 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. Thereupon, any changes or withdrawal from the purchase are no longer possible.

Article 17 (Other)

The Vendor is 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 (ZVOP-2, Official Gazette of the Republic of Slovenia, no.163/22) and the General Data Protection Regulation of 27 April 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.

Article 8 of the General Terms and Conditions defining the appeal procedure shall apply mutatis mutandis to the procedure for exercising Customer rights under this Article.

## 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 are used for statistical analysis.

The e-mail address is used to communicate with the Customer and 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. A variety of technologies and procedures supporting the Customer's personal data protection against unauthorised access, use or disclosure is used by the Vendor. Personal data provided by the Customer is stored on servers that are only accessible to authorised persons and are located in protected areas. Whenever sensitive data or information (e.g., payment card number) are provided by the Customer via the Internet, the Security Socket Layer protocol (SSL) is present on the bank's or the respective payment processor's website.

## 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.

### Cookies we use:

- Performance cookies and
- Functionality cookies.

Strictly necessary cookies are essential in order to enable you to move around the website and use its features, such as accessing secure areas of the website. Without these cookies services you have asked for cannot be provided.

Performance cookies collect information about how visitors use a website. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works.

Functionality cookies allow the website to remember choices you make (such as your user name, language or the region you are in) and provide enhanced, more personal features.

### 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.

Škocjan, 08.04.2024

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Director:

Stojan Ščuka