

GENERAL TERMS & CONDITIONS OF TRADE

Online Sale of Tickets, Vouchers and Goods

These general terms and conditions (hereinafter referred to as the "GTC"), are issued by commercial company SLOVAKIA RING AGENCY, s.r.o., registered seat: Orechová Potôň 800, 930 02 Orechová Potôň, Identification Number of Organisation: 44 407 793, registered in the Business Register of the District Court Trnava, Section: Sro, Insert No. 50310/T, Tax Identification No.: 2022690934, VAT identification No.: SK2022690934, e-mail: info@slovakiarings.sk, telephone: +421 917 544 227, website: www.slovakiarings.sk (hereinafter also referred to as "SRA" or "Seller") in accordance with the provisions of Act no. 40/1964 Coll. Civil Code as amended (hereinafter referred to as the "Civil Code"), Act no. 372/1990 Coll. on Consumer Protection and on the Amendment of the Act of the National Council of the Slovak Republic on Administrative Offenses as amended (hereinafter referred to as the "Consumer Protection Act"), Act no. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or Contract concluded not on the Seller's premises and on the amendment and supplementation of some acts (hereinafter referred to as the "Consumer Protection in Distance Sale Act"), in order to regulate in particular the mutual rights and duties between the Buyer, or the Holder of the purchased Ticket or Voucher and SRA, as well as mutual rights and duties between SRA as Seller and Buyer when concluding sale in the E-Shop. The provisions of these general terms & conditions are an integral part of the Contract of Sale. In case of conflicting provisions, the Contract of Sale take precedence over these general terms & conditions. These general terms & conditions and Contract of Sale are concluded in the Slovak language and the English version is of an informative value only.

1. Interpretation

- 1.1. **BUYER OF TICKET** is the person who purchased Ticket by electronic means through the website www.slovakiarings.sk; Buyer of Ticket may be a Registered Interested Person (Article 1, Subsection 1.8. of these GTC) or an Unregistered Interested Person (Article 1, Subsection 1.9. of these GTC).
- 1.2. **BUYER OF VOUCHER** is a person who purchased Voucher by electronic means through the website www.slovakiarings.sk; Buyer of the Voucher may be a Registered Interested Person (Article 1, Subsection 1.8. of these GTC) or an Unregistered Interested Person (Article 1, Subsection 1.9. of these GTC).
- 1.3. **CONTRACT OF SALE** is, unless further specified in these GTC, contract concluded between the Seller and the Buyer, subject matter of which is the sale of Tickets, Vouchers or Goods through the website www.slovakiarings.sk;
- 1.4. **USER PROFILE** is user account of a Registered Interested Person which stores personal data, enables their update, saves purchase history and confirmation of payment, allows printing and downloading of purchased Tickets and Vouchers in .pdf format and allows registration for Safe Driving Centre through the calendar.
- 1.5. **TICKET HOLDER** is a natural person who exercises rights stemming from the Ticket with regards to SRA.
- 1.6. **VOUCHER HOLDER** is a natural person who exercises rights stemming from the Voucher with regards to SRA.
- 1.7. **INTERESTED PERSON** is a natural person who is interested in concluding a Contract of Sale in respect of Tickets or a Contract of Sale in respect of Vouchers.
- 1.8. **REGISTERED INTERESTED PERSON** is a natural person who is interested in using the services provided by the SRA related to registered User Profile (e.g. order history, personal data management, account management, etc.) and in concluding a Contract of Sale for Voucher or Ticket and who has created and activated user account or User profile in accordance with these GTC.

- 1.9. UNREGISTERED INTERESTED PERSON** is a natural person who is interested in concluding a Contract of Sale for Voucher or Ticket and who has not created and activated user account or User profile in accordance with these GTC.
- 1.10. EVENT** is a motoring, sporting or cultural and social event for which Tickets are sold through the website www.slovakiaringsk.com and which is organized by SRA.
- 1.11. PRODUCT** is a set of services and other performances delivered or provided for by SRA to individuals on the premises of the motor racing circuit SLOVAKIA RING (Automotodróóm Slovakia Ring) in Orechová Potôň (hereinafter referred to as the “Motor Racing Circuit”), Safe Driving Centre (CBJ) and Slovak Karting Centre (SKC), the purchase price of which can be paid via the Voucher, which is being sold by electronic means through the website www.slovakiaringsk.com.
- 1.12. TICKET** is a confirmation allowing its Holder (as a rule one-time) entry to the Event for which it was purchased. Ticket is valid only for the Event for which it was purchased, it cannot be used to enter another Event. Notwithstanding the aforementioned if the Event for which the Ticket was purchased is cancelled for any reason without compensation, the value of the Ticket shall be returned to its Holder in the form of a Discount Code, which the Holder will be entitled to use once for the purchase of Goods, Tickets or Vouchers for specified Products in the SRA E-Shop under the conditions specified in these GTC. Current Ticket prices are published on the website www.slovakiaringsk.com.
- 1.13. VOUCHER** is a confirmation of payment of a sum of money in the amount stated on the Voucher, enabling its Holder to pay the price of the Product specified on the Voucher, in the form of a set-off of the amount of money paid by purchase of the Voucher against the price of the Product specified in the Voucher. The provisions of the Voucher shall apply accordingly to Gift Voucher, unless otherwise specified in these GTC. Voucher is issued by Seller.
- 1.14. CONFIRMATION OF PAYMENT** shall be delivered to the Buyer of Tickets or Vouchers to his e-mail after successful completion of sale. Registered Interested Person can also download Confirmation of Payment from his/her User profile. Confirmation of Payment is not issued as a document for tax purposes and for the issuance of a tax document it shall be necessary to contact SRA through the e-mail faktury@slovakiaringsk.com.
- 1.15. GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Directive) (text with EEA relevance).
- 1.16. PERSONAL DATA PROTECTION ACT** means Act No. 18/2018 Coll. on the Protection of Personal Data and on the Amendment of Certain Laws.
- 1.17. DATA SUBJECT** is any natural person to whom personal data relate and which the SRA processes in the course of providing performance under these GTC, especially visitor of the website www.slovakiaringsk.com, Buyer, Holder, Interested Person, Registered Interested Person and/or Unregistered Interested Person.
- 1.18. DISCOUNT CODE** is a randomly generated alphanumeric or numeric data intended for verification, which will be provided by SRA upon request of the Ticket Buyer via an e-mail to Buyer of Ticket, which has been purchased for an Event prior to notice of cancellation of Event by SRA and was cancelled without compensation and which will enable the Discount Code Holder to purchase Goods, Tickets or Vouchers for specified Products in the SRA E-Shop (at: <http://www.slovakiaringsk.com>) in the amount of the purchase price with VAT, which shall be equal to the amount of the purchase price of the Ticket, which has been purchased for an Event prior to notice of cancellation of Event by SRA and was cancelled without compensation
- 1.19. DISCOUNT CODE HOLDER** is the Buyer of Ticket, who has purchased Ticket for Event prior to notice of cancellation of Event by SRA and which has been cancelled without compensation and to whom SRA has issued Discount Code on the basis of his/her written request addressed to the SRA by e-mail.

- 1.20. REQUEST FOR A DISCOUNT CODE** is a written request from the Ticket Buyer who has purchased Ticket for Event prior to notice of cancellation of Event by SRA and which has been cancelled without compensation and which must include name and surname, email address and telephone number of the Ticket Buyer together with the Confirmation of Payment, as well as the forwarding of the Confirmation e-mail with the electronic version of the Ticket to the address info@slovakiaringsk.
- 1.21. BUYER OF GOODS** is a natural person who, for the purpose of purchase of Goods, enters into a Contract of Sale by using the web interface located on the website www.slovakiaringsk.
- 1.22. E-SHOP** is a web interface located on the website www.slovakiaringsk, offering the opportunity for sale of Goods with an established check-out, order, shopping cart, Discount Codes and other features.
- 1.23. GOODS** are a product intended for sale in the E-Shop, which the Buyer buys from SRA for personal use.
- 1.24. BUYER** is for the purposes of these GTC a term referring to Buyer of Ticket, Buyer of Voucher or Buyer of Goods depending on the individual case and provisions of these GTC.

2. Provisions on Contract of Sale for Tickets and Contract of Sale for Vouchers

- 2.1.** Interested Person shall send an offer for conclusion of Contract of Sale to Seller via an electronic form on the website www.slovakiaringsk.
- 2.2.** Registered Interested Person concludes the Contract of Sale in the following way:
- 1) For the first purchase, Interested Person must register himself/herself by truthfully and completely completing the registration form containing: identification of the Interested Person (name and surname), functional e-mail address of the Interested Person, telephone contact and password chosen by the Interested Person (creation of the Interested Person's user profile); subsequently, the Interested Person shall express consent with the processing of personal data, express his/her preference to receive or not to receive information about the news and events related to Motor Racing Circuit, CBJ and SKC. After Registration, the User Profile becomes active and the Interested Person may continue with the purchase the Products.
 - 2) For any additional purchase via the User Profile, a login with login details is required consisting of the registered Interested Person's e-mail address/login name and password.
 - 3) SRA has the right to cancel the account (registration) of the Registered Interested Person at any time, even without providing reason.
 - 4) Registered Interested Person after logging into his/her user profile may at any time request SRA to cancel his/her account by tapping the appropriate button. SRA is required to do so within 3 business days of delivery of the request.
 - 5) SRA is entitled to cancel the account of Registered Interested Person after the lapse of the period of two years from his/her last login into the user profile. In such a case, the SRA will notify him/her in writing of the cancellation of his/her account if he/she does not log in to his/her profile within one month of the notification. In order to renew the profile, a new registration of the Interested Person shall be required.
- 2.3.** Unregistered Interested Person concludes the Contract of Sale in the following way:
- 1) After selecting the Products and adding them to the shopping cart, Interested Person continues by tapping the "Order without Registration" button, fills in his/her contact details (name and surname, e-mail address and telephone number) and by expressing consent to these GTC, after getting acquainted with the processing of personal data and after expressing his preference to receive or not to receive information about news and events related to Motor Racing Circuit, CBJ and SKC, continues with the purchase by being redirected to the webpage of the payment portal of the selected bank.
- 2.4.** Interested Person concludes the Contract of Sale for the Tickets in the following way:
- 1) In the Event menu, Interested Person chooses the Event, gallery and the date.

- 2) Subsequently, Interested Person chooses the number of Tickets for the selected Event, gallery and date.
- 3) After making the selection pursuant to Subsections 1) and 2), Interested Person shall confirm the choice and interest to purchase Tickets via the button "Buy Tickets "and then the following summary will be generated containing:
 - a) type and number of Tickets that the Interested Person is interested in purchasing together with the identification of the Event, whereby by pressing the "Order with Obligation to Pay" button, the Interested Person confirms that he/she has been to a reasonable extent acquainted with the main features of Ticket and Event,
 - b) total purchase price of the Ticket(s).During this step, Interested Person shall be allowed to change the number of selected Tickets.
- 4) Registered Interested Person logs in to his/her User Profile using his/her email address and password. Then via the "Continue to Verify Information" button on the "Order Summary" page Registered Interested Person will check his/her data and the order summary pursuant to the previous subsection, make himself/herself acquainted with these GTC and express consent with them, make himself/herself acquainted with the processing of personal data and express consent with it and express his/her preference to receive or not to receive information about the news and events related to Motor Racing Circuit, CBJ and SKC. At the same time, Interested Person will acknowledge that the Contract of Sale for Tickets is being concluded for a fixed period of one year and may be discharged prior to this date by performance and that an obligation will arise to pay the price of the Ticket immediately after submitting order for Tickets. After tapping the "Order with Obligation to Pay" button, Registered Interested Person will be redirected to the webpage of the payment portal of the selected bank (hereinafter referred to as the "Bank") for the purpose of paying the purchase price of Ticket specified in the summary pursuant to Subsection 3.
- 5) Unregistered Interested Person fills out his/her contact details. Then via the "Continue to Verify Information" button on the "Order Summary" page Unregistered Interested Person will check his/her data and the order summary pursuant to the previous subsection, make himself/herself acquainted with these GTC and express consent with them, make himself/herself acquainted with the processing of personal data and express consent with it and express his/her preference to receive or not to receive information about the news and events related to Motor Racing Circuit, CBJ and SKC. At the same time, Interested Person will acknowledge that the Contract of Sale for Tickets is being concluded for a fixed period of one year and may be discharged prior to this date by performance and that an obligation will arise to pay the price of the Ticket immediately after submitting order for Tickets. After tapping the "Order with Obligation to Pay" button, Unregistered Interested Person will be redirected to the webpage of the payment portal of the selected bank (hereinafter referred to as the "Bank") for the purpose of paying the purchase price of Ticket specified in the summary pursuant to Subsection 3.
- 6) By sending the Order to Seller, Interested Person explicitly confirms that Seller has fulfilled its information obligations pursuant to Section 3 (1) of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract.
- 7) Interested Person may pay the price of the Ticket by credit/debit card accepted by the bank. Payment shall be deemed to be made only at the moment of delivery of notification to SRA from the bank that purchase price has been payed.
- 8) Contract of Sale for Tickets shall not be considered concluded and entered into before the full payment of the purchase price pursuant to previous subsection. As a result of the concluded Contract of Sale for Tickets, Seller shall be obliged to send without undue delay to the email address of the Registered Interested Person specified in the User Profile and to the contact e-mail of Unregistered Interested Person the following:
 - a) confirmation of the purchase of Tickets (hereinafter referred to as the "Confirmation e-mail"),
 - b) purchased Tickets in .pdf format (in case of purchase of several Tickets, multiple Tickets in the .pdf format will be sent as separate .pdf files),
 - c) confirmation of payment in .pdf format,
 - d) a link to the rescission of contract form.

- 9) One Ticket entitles one person to enter Event. Ticket sent to Buyer of Ticket to his/her e-mail address contains: name of Event, date of Event, designation of the gallery, ticket price, identification of Event organizer and Ticket identification number/QR code.
- 10) As a result of the concluded Contract of Sale for Tickets, Seller is obliged to:
 - a) send to the Buyer of Tickets documents specified in the preceding two subsections,
 - b) provide performance connected with the Ticket under the conditions agreed in the Contract of Sale and in these GTC.
- 11) Costs incurred by the Buyer of Ticket in connection with the use of distance means of communication in the process of conclusion of Contract of Sale (cost of internet connection, cost of telephone calls) shall be borne by the Buyer alone.

2.5. Interested Person concludes the Contract of Sale for Vouchers in the following way:

- 1) In the Products menu, Interested Person chooses the type of Voucher and will have the option to purchase multiple Vouchers at once.
- 2) After selecting the Voucher, Interested Person shall confirm the choice and interest to purchase Voucher via the button "Add to Cart "and then the following summary will be generated containing:
 - a) type and number of Vouchers that the Interested Person is interested in purchasing together with the identification of the Product, whereby by pressing the "Order with Obligation to Pay" button, the Interested Person confirms that he/she has been in a reasonable extent acquainted with the main features of Voucher and Product,
 - b) total purchase price of the Voucher(s).
- 3) Registered Interested Person logs in to his/her User Profile using his/her email address and password. Then via the "Continue to Verify Information" button on the "Order Summary" page Registered Interested Person will check his/her data and the order summary pursuant to the previous point, make himself/herself acquainted with these GTC and express consent with them, make himself/herself acquainted with the processing of personal data and express consent with it and express his/her preference to receive or not to receive information about the news and events related to Motor Racing Circuit, CBJ and SKC. At the same time, Interested Person will acknowledge that the Contract of Sale for Vouchers is being concluded for a fixed period of one year and may be discharged prior to this date by performance and that an obligation will arise to pay the price of Voucher immediately after submitting order for Voucher. After tapping the "Order with Obligation to Pay" button, Registered Interested Person will be redirected to the webpage of the payment portal of the selected bank (hereinafter referred to as the "Bank") for the purpose of paying the purchase price of Voucher specified in the summary pursuant to Subsection 2.
- 4) Unregistered Interested Person fills out his/her contact details. Then via the "Continue to Verify Information" button on the "Order Summary" page Unregistered Interested Person will check his/her data and the order summary pursuant to the previous point, make himself/herself acquainted with these GTC and express consent with them, make himself/herself acquainted with the processing of personal data and express consent with it and express his/her preference to receive or not to receive information about the news and events related to Motor Racing Circuit, CBJ and SKC. At the same time, Interested Person will acknowledge that the Contract of Sale for Vouchers is being concluded for a fixed period of one year and may be discharged prior to this date by performance and that an obligation will arise to pay the price of Voucher immediately after submitting order for Vouchers. After tapping the "Order with Obligation to Pay" button, Unregistered Interested Person will be redirected to the webpage of the payment portal of the selected bank (hereinafter referred to as the "Bank") for the purpose of paying the purchase price of Voucher specified in the summary pursuant to Subsection 2.
- 5) By sending the Order to Seller, Interested Person explicitly confirms that Seller has fulfilled its information obligations pursuant to Section 3 (1) of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract.
- 6) Interested Person may pay the price of Voucher by credit/debit card accepted by the bank. Payment shall be deemed to be made only at the moment of delivery of notification to SRA from the bank that purchase price has been paid.
- 7) Contract of Sale for Vouchers will be considered concluded and entered into not before the full payment of the purchase price pursuant to previous subsection. As a result of the concluded Contract of Sale for Vouchers, Seller

- shall be obliged to send without undue delay to the email address of Registered Interested Person specified in the User Profile and to the contact e-mail of Unregistered Interested Person the following:
- a) confirmation of purchase of Vouchers (hereinafter referred to as the "Confirmation e-mail"),
 - b) purchased Vouchers in .pdf format (in case of purchase of several Vouchers, multiple Vouchers in the .pdf format will be sent as separate .pdf files),
 - c) confirmation of payment in .pdf format,
 - d) a link to the rescission of contract form.
- 8) Voucher sent to Buyer of Voucher to his/her e-mail address contains: name of the Voucher, general specification of Voucher, period of validity, Voucher identification number and conditions for use of Voucher.
- 9) As a result of the concluded Contract of Sale for Vouchers, the Seller is obliged to:
- a) send to Buyer of Vouchers documents specified in the preceding two subsections,
 - b) provide performance connected with Voucher under the conditions agreed in Contract of Sale and in these GTC.
- 10) Costs incurred by Buyer of Voucher in connection with the use of distance means of communication in the process of conclusion of Contract of Sale (cost of internet connection, cost of telephone calls) shall be borne by the Buyer alone.

2.6. Payment for Tickets and Vouchers is only possible by wire transfer.

2.7. When exercising claims connected with Ticket, Ticket Holder shall submit to Seller's representative a printed version of Ticket (printed version of the electronic Ticket sent by Seller to Buyer pursuant to these GTC). After entering Event and verifying Ticket identification number/QR code, it will no longer be possible to reuse the Ticket. Seller will allow entry to Event only with Ticket containing the relevant identification number, which will be verified first. Re-submitted Ticket or a copy of Ticket or any other printed version of Ticket does not entitle its holder to enter Event, regardless of who submits Ticket in question. Submitted Ticket which will be damaged or stained to such an extent that it will be impossible to verify the identification number is invalid and its Holder will not be allowed to enter Event. In such case Seller is not liable for any damages. Ticket can also be submitted using a mobile phone, if it is possible to verify Ticket identification number/QR code by Seller's representative.

2.8. When exercising claims connected with Voucher, Voucher Holder shall submit to Seller's representative a printed version of Voucher (printed version of the electronic Voucher sent by Seller to Buyer pursuant to these GTC). After verifying the Voucher identification number and provision of Product, it will no longer be possible to reuse the Voucher. Seller will provide Product only on account of Voucher containing the relevant identification number, which will be verified first on condition that Holder fulfils the conditions for provision of Product as stated on Voucher. Re-submitted Voucher or a copy of Voucher or any other printed version of Voucher does not entitle its holder to exercise claims to provide Product regardless of who submits Voucher in question. Submitted Voucher which will be damaged or stained to such an extent that it will be impossible to verify the identification number is invalid and Product will not be provided to Holder.

2.9. Purchased Tickets for Event which will take place on a regular or alternative date, or Vouchers may not be returned or exchanged for other Tickets or for cash, except as provided in Section 3, Subsection 3.3 of these GTC.

2.10. Buyer of Voucher/Ticket has the right to rescind Contract of Sale for Vouchers/Tickets within 14 days from the conclusion of Contract of Sale for Vouchers/Tickets even without providing a reason. The burden of proof as to the exercise of the right to rescind the Contract of Sale is borne by the Buyer as consumer. Pursuant to the provisions of Section 7 (6) (k) of the Act no. 102/2014 Coll. on Consumer Protection in Distance Sale, Buyer of Vouchers / Tickets may not rescind Contract of Sale, the subject of which is:

- 1) provision of service, if its provision began with the express consent of consumer and the consumer has declared, that he/she has been duly informed that, by giving his/her consent, he/she loses the right to rescind the contract after the full provision of the service and if these services have indeed been provided, the full provision of the service being in case of Tickets the submission of a printed version of the Ticket (or Ticket from a mobile device) to Seller's representative, verification of Ticket identification number/QR code and entry to Event, the consent of Buyer on account of which the Buyer as a consumer loses the right to rescind

the contract shall be the submission of a printed version of the Ticket (or Ticket from mobile device) to the Seller's representative; in the case of Vouchers, the full provision of the service being the submission of a printed version of Voucher (or Voucher from a mobile device) to Seller's representative, verification of Voucher identification number/QR code and provision of Product, the consent of Buyer on account of which the Buyer as a consumer loses the right to rescind the contract shall be the submission of a printed version of Voucher (or Vouchers from a mobile device) to Seller's representative,

- 2) provision of accommodation services for purposes other than accommodation, transport of goods, car rental, provision of catering services or provision of services related to leisure activities and in respect of which Seller undertakes to provide these services at the agreed time or within the agreed time (Contract of Sale for Tickets and Contract of Sale for Vouchers).

2.11. Buyer may exercise the right to rescind Contract of Sale pursuant to the conditions of Section 8 of Act no. 102/2014 Coll. on Consumer Protection in Distance Sale, whereas in case of rescission Seller has obligations under Section 9 of Act no. 102/2014 Coll. on Consumer Protection in Distance Sale.

3. Rights and Duties under the Contract of Sale for Tickets:

3.1. Ticket Holder is entitled to use Ticket for a one-time entry to Event for which it was purchased (with the exception of the season tickets, i.e. Tickets for Event lasting one or more days). After leaving premises on which Event takes place, Ticket (with the exception of the season ticket) shall expire if Seller did not expressly state otherwise in connection with a specific Event.

3.2. By submitting Ticket upon entry to Event, Ticket Holder agrees with the instructions of Seller on the site of Event and to the conditions attached to them.

3.3. Buyer of Ticket is obliged to check Ticket and the information on it immediately upon delivery (upon receipt of the electronic version of Ticket). Buyer of Ticket may immediately object to any errors using the following procedure:

- 1) If the purchased Ticket contains errors (e.g. does not contain information pursuant to Subsection 2.4 Subsection 9. last sentence, or contains incorrect information, is issued for another Event, etc.), Buyer of Tickets is obliged to notify these errors to Seller immediately after its receipt, by sending a claim (together with the forwarding of the Confirmation e-mail with the electronic version of Ticket in question) to the email address Seller: info@slovakiaringsk.
- 2) In the case of a claim submitted via an e-mail or a claim delivered in paper form, Seller as a rule within the period of 7 business days of the delivery of the claim shall send to Buyer of Ticket its review of claim. If the claim is justified, Seller will send a new Ticket to Buyer's e-mail address.

3.4. General instructions and conditions set by Seller for the given Event apply to individual Events. Buyer undertakes to comply with these instructions and conditions and in the event that the Ticket is used by a person other than Buyer, to ensure compliance with these instructions and conditions by this third party.

3.5. Provision of services connected with Event and their use may be limited by force majeure, in particular but not exclusively as a result of state or public authority interventions, compliance with generally binding legal regulations, adverse weather, seasonal disruptions, technical problems, shortages of electric or other energy, problems with obtaining license or other authorization, health condition of performers, etc. Seller reserves the right to change Event and its program. If serious reasons emerge resulting in limitation of the offered Event, Seller shall inform through website www.slovakiaringsk, section "News" and through the official Facebook page "SLOVAKIA RING - official site" Ticket Buyers of the change, cancellation, alternative date of Event, and in the event of full cancellation of Event without compensation, about the possibility of obtaining and applying the Discount Code in the amount (with VAT) of the purchase price of Ticket during the next purchase in the Seller's E-Shop no later than four calendar months from the date of generation of Discount Code, and Buyer of Tickets shall not have the right to a refund of the purchase price of Ticket in money. Buyer of Tickets is not entitled to any refund or reduction of Ticket price if he/she has participated in Event or if he/she has made use of proposed

new date of Event and shall also not be entitled to reimbursement of other expenses (transport to the site of Event, accommodation, food, etc.). Buyer of Ticket (or the Ticket Holder) is not entitled to any refund or discount of Ticket price due to any change in the program of Event.

- 3.6.** If the total purchase price including VAT for the purchase in Seller's E-Shop is higher than the value of the Discount Code obtained under the previous subsection of these GTC, Holder of Discount Code will pay only the outstanding part of the price for purchase in Seller's E-shop. If the total purchase price including VAT for the purchase in Seller's e-shop is lower than the value of Discount Code, Discount Code cannot be used. Discount Code can only be used in one order. Discount Code can be used to purchase Goods, Tickets and Vouchers for specified Products in Seller's E-shop, but not to cover postage or other fees. A maximum of one Discount Code can be used in any individual purchase order. Discount Code cannot be exchanged for cash. In case of return of Goods, Tickets or Vouchers paid by the use of Discount Code, the purchase price with VAT of these Goods, Tickets or Vouchers will be returned to Buyer in the form of a new Discount Code in the value of the purchase price with VAT.
- 3.7.** Buyer who does not use Ticket is not entitled to any other alternative performance from Seller.

4. Rights and Duties under the Contract of Sale for Vouchers

- 4.1.** Voucher Holder is entitled to use Voucher to purchase Product(s) listed on website www.slovakiaringsk.com.
- 4.2.** Buyer of Voucher is obliged to check Voucher and the information on it immediately upon delivery (upon receipt of the electronic version of Voucher). Buyer of Voucher may immediately object to any errors using the following procedure:
- 1) If the purchased Voucher contains errors, Buyer of Voucher is obligated to notify these errors to Seller immediately after its receipt, by sending a claim (together with the forwarding of the Confirmation e-mail with the electronic version of Voucher in question) to the email address of Seller: info@slovakiaringsk.com.
 - 2) In the case of a claim submitted via an e-mail or a claim delivered in paper form, as a rule Seller within the period of 7 business days of the delivery of the claim shall send to Buyer of Voucher its review of claim. If the claim is justified, Seller will send a new Voucher to the Buyer's e-mail address.
- 4.3.** In the event that Voucher is usable only for the receipt of a non-recurring Product (e.g. completion of an individual ride), it can only be used once to pay the price of the Product for which it is designated.
- 4.4.** In the event that Voucher is usable for recurring acceptance of Products (e.g. completion of several individual rides), it can be used repeatedly (up to the maximum number of repetitions specified by Voucher) to pay prices of Products for which the Voucher is designated. Voucher cannot be exchanged for cash. Voucher is non-returnable and non-exchangeable. Voucher Holder is also obliged to adhere to the conditions of use of the Voucher as stated on Voucher.
- 4.5.** The validity of Voucher for SRA and SKC Products is usually 12 months from its purchase, unless the Offer or Voucher state otherwise. Purchased Voucher can only be used during the season, which lasts from April to October of the calendar year in question.
- 4.6.** Validity of a CBJ Product Voucher is generally 12 months from its purchase, unless the Offer or Voucher state otherwise and it is possible to use it all year round during the dates published in the CBJ calendar on the website www.slovakiaringsk.com.
- 4.7.** Seller is entitled to reasonably extend the validity of Voucher at the Buyer's justified request.
- 4.8.** If Buyer cancels the agreed binding date for the provision of Product (e.g. date of the ride, course, etc.) less than 72 hours before its commencement and during the validity of Voucher requests Seller to provide an alternative date for the provision of Product, Seller shall have the right to demand from Buyer for the provision of an alternative date the payment of a fee of 30% of the price of Product. If Buyer cancels the agreed binding date for the provision of Product less than 48 hours before its commencement and will request Seller to provide an

alternative date for the provision of Product, Seller shall have the the right to demand from Buyer for the provision of an alternative date the payment of a fee of 50% of the price of Product. If Buyer cancels the agreed binding date for the provision of the Product less than 24 hours before its commencement and will request Seller to provide an alternative date for the provision of Product, Seller shall have the right to demand from the Buyer for the provision of an alternative date the payment of a fee of 100% of the price of Product. Buyer's request for the provision of an alternative date can be rejected by Seller without the duty to provide Buyer with an alternative date if Buyer cancels the binding date without providing a reason.

- 4.9.** Seller is liable for defects of Products provided on the basis of the proper use of Voucher. Buyer is entitled to issue a claim regarding the defects of Product to Seller in writing within the statutorily prescribed periods. If Seller after reviewing the claim finds it justified, Seller will give Buyer a reasonable discount on the purchase price of Voucher (without VAT) corresponding to the nature and extent of the defects (with the funds being reimbursed exclusively to the account linked to the credit/debit card from which the funds for the payment of Voucher originated) or in case of substantial defect, Seller will provide Buyer with an alternative service or with a Product of comparable value.

5. Purchase of Goods in the E-Shop

5.1. Product and Price Information

- 1) Information regarding Goods, including the prices of individual Goods and their main features are stated in the catalogue of E-Shop together with the respective Goods. Prices of Goods as listed include VAT, all related fees and costs for the return of Goods, if such Goods given their nature cannot be returned by post. Prices of Goods remain in effect for the duration of their display in E-Shop, unless a time limit is specified on the webpage (e.g. time-limited action).
- 2) All presentations of Goods in the catalogue of E-Shop are only of an informative nature and Seller is not obliged to enter into a Contract of Sale pertaining to these Goods.
- 3) Information on the costs of packaging and delivery of Goods is published in E-Shop. Information on the costs of packaging and delivery of Goods which is published in E-Shop applies only to Goods which are to be delivered within the territory of the Slovak Republic.

5.2. Order and Conclusion of Contract of Sale

- 1) Buyer shall send offer to conclude Contract of Sale (order) to Seller via electronic form available in E-Shop.
- 2) Costs incurred by Buyer of Goods in connection with the use of distance means of communication in the process of conclusion of Contract of Sale (cost of internet connection, cost of telephone calls) shall be borne by Buyer alone. These costs do not differ from the basic rate.
- 3) Buyer of the Goods submits the order for Goods in the following ways:
 - a) through his/her customer account after prior registration in E-Shop,
 - b) by filling out the order form without registration.
- 4) When placing an order, Buyer chooses the items (Goods), number of pieces, method of payment and delivery.
- 5) Before sending the order, Buyer is allowed to review and change the information he/she has entered in the order. Buyer completes the order by tapping the "Order with Obligation to Pay" button. Before finishing the order Buyer shall check the order summary, make himself/herself acquainted with these GTC and express consent with them, make himself/herself acquainted with the processing of personal data and express consent with it and express his/her preference to receive or not to receive information about the news and events related to Motor Racing Circuit, CBJ and SKC. At the same time, Buyer will acknowledge that the Contract of Sale for Goods is being concluded for a fixed period of one month and may be discharged prior to this date by performance and that an obligation will arise to pay the price of Goods immediately after submitting the order. After tapping the "Order with Obligation to Pay" button, Buyer will be redirected to the webpage of the payment portal of the selected bank (hereinafter referred to as the "Bank") for the purpose of paying the purchase price of Goods. The information stated in the order is considered to be complete and correct by

- Seller and Seller relies on the completeness and accuracy of this information in discharging his obligations under Contract of Sale. The order is valid only if Buyer fills out all mandatory information in the order form.
- 6) By sending the order to Seller, Buyer explicitly confirms that Seller has fulfilled its information obligations pursuant to Section 3 (1) of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract.
 - 7) Without undue delay after receiving the order, Seller will send Buyer a confirmation of receipt of the order to the e-mail address provided by Buyer when ordering. This confirmation shall be deemed as constituting acceptance of the offer to conclude Contract of Sale, whereby the Contract of Sale shall be considered concluded in the moment of dispatch of order confirmation by Seller to Buyer's e-mail address. The confirmation shall include a link to the rescission of contract form.
 - 8) In the event that any of the requirements specified in the order cannot be met by Seller, Seller will send to the e-mail of Buyer modified offer. This modified offer shall be considered to constitute a new offer to conclude Contract of Sale (new offer) and the Contract of Sale shall in this case be concluded by Buyer's confirmation of acceptance of this offer (acceptance) delivered to e-mail address of Seller as specified in these GTC. Attached to the modified offer shall be the rescission of contract form.
 - 9) All orders placed through the electronic form of E-Shop are binding. Buyer may cancel the order until the Seller sends to Buyer's email address confirmation of order. Buyer can cancel the order via phone by calling the telephone number or electronically by sending an email to the email address of Seller as listed in these GTC.
 - 10) In the event that it can reasonably be assumed that a technical error has occurred on the part of Seller when giving the price of Goods in E-Shop or in the course of ordering (e.g. price of Goods is only symbolic or significantly lower than the price of similar Goods on the relevant market), Contract of Sale shall not be deemed to be concluded and Seller shall not be obliged to deliver Goods to Buyer at such a price, even in the event that an automatic confirmation of receipt of the order has been sent to Buyer in accordance with these GTC. In such a case, Seller shall inform Buyer about the error without undue delay and shall send modified offer to the e-mail address of Buyer. This modified offer shall be considered to constitute a new offer to conclude Contract of Sale (new offer) and the Contract of Sale shall in this case be concluded by the Buyer's confirmation of acceptance of this offer (acceptance) delivered to e-mail address of Seller as specified in these GTC.

5.3. Customer Account

- 1) Based on Buyer's registration made in E-Shop, Buyer may access his customer account. Buyer may order Goods from his customer account. Buyers may also order Goods without registration.
- 2) When registering for the customer's account and ordering Goods, Buyer is obliged to state all information correctly and truthfully. Buyer is obliged to update the user account information in the event of any change. Information provided by Buyer in his/her customer account and in the course of ordering Goods are considered by Seller to be correct and complete.
- 3) Access to the customer's account is secured by username and password. Buyer is obliged to maintain confidentiality regarding the information necessary to access his/her customer account. Seller shall not be liable for any possible misuse of customer account by third parties.
- 4) Buyer is not entitled to enable third parties to use his/her customer account.
- 5) Seller may cancel the user account, especially if Buyer does not use his/her user account for a longer period of time or in the event that Buyer violates his/her duties under Contract of Sale or these GTC.
- 6) Buyer acknowledges that the user account may not be available at all times, especially in time of necessary maintenance of hardware and software equipment of Seller, or necessary maintenance of hardware or software equipment belonging to third parties.

5.4. Terms of Payment and Delivery of the Goods

- 1) Buyer may pay the purchase price of Goods and any costs associated with the delivery of Goods under the Contract of sale only cashless by credit/debit card.

- 2) Buyer shall together with the purchase price also cover the costs of packaging and delivery of Goods in the agreed amount to Seller. Unless expressly stated otherwise, purchase price also includes costs associated with the delivery of Goods.
- 3) In the case of payment through the payment gateway, Buyer shall follow the instructions of the respective electronic payment provider.
- 4) In the case of wireless payment, Buyer's obligation to pay the purchase price is fulfilled at the moment when the funds are credited to the bank account of Seller.
- 5) Seller does not require any advance or other similar payment from Buyer. Payment of the purchase price before the shipment Goods shall not be considered to constitute advance payment.
- 6) Goods are delivered to Buyer:
 - a) to the address specified by Buyer in the order,
 - b) through personal collection at Seller's premises.
- 7) Choice of delivery method is made during the ordering of Goods.
- 8) Costs of delivery of Goods depending on the method of expedition and delivery are specified in the order of Buyer and in the order confirmation by Seller. If the method of transport is agreed as a result of a special request of Buyer, Buyer bears the risk of transport and any additional costs associated with this method of transport.
- 9) If Seller is obliged under Contract of Sale to deliver Goods to the place specified by Buyer in the order, Buyer shall be obliged to accept the Goods upon delivery. If it shall be necessary to deliver Goods repeatedly or by other method than stated in the order for reasons on the part of Buyer, Buyer shall be obliged to cover costs associated with repeated delivery of Goods or costs associated with another method of delivery.
- 10) Buyer must visually inspect Goods immediately upon receipt. He/she is entitled not to accept Goods if mechanical damage to Goods or to their packaging is visible which has clearly been caused during transport or if Goods are incomplete. In such a case, Buyer shall be obliged to fill out with the employee of Seller or delivery agent who has delivered Goods a damage/claim report and refuse to accept the shipment. Mechanical damage to a product in undamaged packaging must be reported immediately within the period pursuant to Section 5.6 of these GTC after accepting the shipment and refraining from the use of the product. Later claims of this nature may not be accepted due to the conditions of claim procedure of the company handling the transport. Seller shall issue to Buyer tax document - invoice. Tax document shall be delivered together with the delivery of Goods.
- 11) Buyer acquires ownership of the Goods upon full payment of the full purchase price for Goods, including the cost of delivery, but not prior to accepting the delivery of Goods. Risk of accidental destruction, damage or loss of Goods passes to Buyer at the moment of acceptance of delivery of Goods or at the moment when Buyer was obliged to accept the delivery of Goods, but failed to do so in violation of Contract of Sale.

5.5. Rescission of Contract of Sale

- 1) Buyer, who has concluded Contract of Sale outside his/her entrepreneurial or business activities as a consumer, has the right to rescind Contract of Sale, even without providing a reason. The burden of proof as to the exercise of the right to rescind Contract of Sale is borne by the Buyer as consumer.
- 2) Period for rescission of contract is 14 days from the receipt of Goods by Buyer, and this period shall be considered as observed even if the notice of rescission was sent to Seller no later than the last day of this period.

- 3) Goods shall be considered to have been accepted by the Buyer at the moment when Buyer or a third party designated by him/her, with the exception of the delivery agent takes possession of all the ordered Goods or if:
 - a) Goods ordered by the consumer in one order are delivered separately, at the moment of acceptance of that part of Goods, which was delivered last,
 - b) delivered Goods consist of several parts or pieces, at the time of acceptance of the last part or the last piece,
 - c) Goods are delivered repeatedly during a specified period, at the time of acceptance of the first Goods delivered.
- 4) Buyer may rescind the contract, subject matter of which is the delivery of Goods, even before the commencement of the period for rescission of contract.
- 5) Buyer acknowledges that in accordance with the provisions of Section 7 (6) of the Consumer Protection in Distance Sale Act he/she may not rescind Contract of Sale, subject matter of which is:
 - a) provision of service, if it has been provided with the consumer's express consent and the consumer has been duly informed that, by giving his/her consent, he/she loses the right to rescind the contract after the service has been provided in full, and if the service has been provided in full;
 - b) sale of Goods or the provision of services, the price of which depends on price movements on the financial market which the Seller cannot influence and which may occur during the rescission period,
 - c) sale of Goods made to the consumer's specific requirements, custom-made Goods or Goods intended specifically for a single consumer,
 - d) sale of Goods which are subject to rapid degradation or deterioration,
 - e) sale of Goods enclosed in protective packaging which cannot be returned for health or hygienic reasons and protective packaging of which has been broken after delivery,
 - f) sale of Goods which, due to their nature, may be inseparably mixed with other goods after delivery,
 - g) sale of alcoholic beverages, the price of which was agreed at the time of the conclusion of contract, their delivery being possible after 30 days at the earliest and their price depending on market price movements which the Seller cannot influence,
 - h) performance of urgent repairs or maintenance explicitly requested by the consumer from Seller; this does not apply to service contracts and contracts having as its object the sale of goods other than spare parts needed to carry out repairs or maintenance, if they were concluded during Seller's visit to the consumer and the consumer did not pre-order these services or Goods,
 - i) sale of phonograms, video recordings, sound and image recordings, books or computer software sold in protective packaging, if the consumer has unpacked that packaging,
 - j) sale of periodicals, with the exception of sales under a subscription agreement and the sale of books not supplied in protective packaging,
 - k) provision of accommodation services for purposes other than accommodation, transport of goods, car rental, provision of catering services or provision of services related to leisure activities and in respect of which Seller undertakes to provide these services at the agreed time or within the agreed time,
 - l) supply of electronic content other than on a tangible medium, provided that the supply has begun with the consumer's express consent and that the consumer has indicated that he has been duly informed that, by giving his consent, he/she loses the right of rescission. For the purposes of these GTC electronic content shall mean data created and provided in electronic form, in particular computer programs, applications, games, music, videos or texts. When supplying electronic content other than on a tangible medium (e.g. in the form of sending an activation key, login code, etc.) Buyer acknowledges and agrees that from the moment the electronic content is delivered through e-mail or SMS message to the e-mail or telephone contact specified in the order, he/she loses the right to rescind the contract and agrees to the supply of this content before the expiration of the rescission period.

- 6) In order to observe the period for rescission of Contract of Sale, Buyer must send an unambiguous statement expressing his/her will to rescind Contract of Sale within the period of 14 days from his/her receipt of Goods.
- 7) To rescind Contract of Sale, Buyer may use the sample form for rescinding the contract provided by Seller. Buyer shall send rescission of Contract of Sale by e-mail or by physically delivering it to the address of Seller specified in these GTC. Seller will confirm the receipt of rescission form to Buyer immediately.
- 8) Buyer, who rescinded Contract of Sale, is obliged to fulfil his/her obligations under Section 10 of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract, in particular to return Goods to Seller within 14 days from the rescission of Contract of Sale. Goods must be sent or delivered to Seller together with proof of purchase, complete accessories delivered with the Goods, documentation and packaging. Buyer bears the cost of returning Goods to Seller, even if Goods cannot be returned by post due to their nature.
- 9) Buyer has the right to unpack and test Goods after accepting Goods within the period for rescission of contract in a similar way as is usual when purchasing in a typical physical shop, i.e. test the Goods in order to determine the properties and functionality of Goods. Buyer shall be liable for the decrease in the value of Goods, which resulted from such use of Goods which went beyond the scope of ascertaining properties and functionality of Goods. Damage to packaging and Goods themselves will be accepted by Seller only to the extent of damage which was unavoidable in the process of reasonably testing Goods under this provision of GTC which in itself was necessary to ascertain the characteristics and functionality of Goods.
- 10) If Buyer rescinds Contract of Sale, Seller will return it to him/her immediately or no later than 14 days from the rescission of Contract of Sale, all payments received from Buyer on the basis of Contract of Sale or in connection with it, including shipping, delivery and postage and other costs and charges, in the same manner used by Buyer in his/her payment for Goods. Seller will return the received funds to Buyer in another manner only if Buyer agrees to it and if Seller does not incur any additional costs.
- 11) If Buyer has chosen other than the cheapest method of delivery of Goods offered by Seller, Seller will reimburse to Buyer costs of delivery of Goods in the amount corresponding to the cheapest method offered for delivery of Goods.
- 12) Seller is not obliged to reimburse Buyer for any additional costs if Buyer has explicitly chosen other than the cheapest method of delivery of Goods offered by Seller. Additional costs shall constitute the difference between the cost of delivery chosen by Buyer and the cost of the cheapest ordinary method of delivery of Goods offered by Seller.
- 13) If Buyer rescinds Contract of Sale, Seller is not obliged to return the received funds to Buyer before the Buyer delivers Goods to Seller or proves that he/she has sent Goods to Seller.
- 14) Goods must be returned by Buyer to Seller in an undamaged, unworn and uncontaminated state and if possible, in the original packaging. Seller is entitled to unilaterally set off its claims for compensation of damage to Goods against Buyer's claim for refund of the purchase price.
- 15) Seller is entitled to rescind Contract of Sale or its part, if it shall not be possible due to technical reasons to deliver Goods within the required period or under the conditions of the order, if the Goods shall no longer be produced or delivered or their price as charged by the supplier of Goods has changed significantly. Seller shall immediately inform Buyer via e-mail address specified in the order and shall return to Buyer within 14 days from the notification of rescission of Contract of Sale all funds, including the reimbursement of costs of delivery which Seller received from Buyer under the contract, in the same manner as paid by Buyer or in the manner specified by Buyer.

5.6. Claim Procedure Applicable to Purchase of Goods

- 1) Seller is responsible for defects of Goods at the moment of their acceptance by Buyer (Section 619 (1) of the Civil Code) and for defects that occur after acceptance of Goods within the warranty period (Section 619 (2) of the Civil Code). The warranty period is 24 months (Section 620 of the Civil Code).
- 2) Seller is not liable for defects caused by mechanical damage to Goods through the use of Goods in unsuitable conditions (especially in chemically aggressive, dusty or humid environment, in strong magnetic field, etc.), by interference with the product by a person other than an authorized person (authorized service), or which were caused by natural disaster or incorrect supply voltage. Seller is also not liable for defects in electronic

- content; in that case the creator/grantor of rights of use to the electronic content shall be liable for the defects in the electronic content.
- 3) In the case of Goods sold at a discount price due to a defect, the warranty period is 24 months. Seller is however not liable for a defect in respect of which a discount price was agreed upon (Section 619 (1) of the Civil Code).
 - 4) In case of used items (e.g. demonstration model), Seller is not responsible for defects caused by their use or wear. In this case, the warranty period is 12 months (Section 619 (1) and Section 620 (2) of the Civil Code).
 - 5) By statement in the certificate of warranty issued to Buyer or in an advertisement, Seller may provide a warranty exceeding the scope of the statutory warranty, in which case conditions and scope of warranty shall be specified in the certificate of warranty (§ 620 para. 5 of the Civil Code).
 - 6) Warranty periods begins to run from the date of acceptance of the Goods by Buyer. If the purchased Goods are to be made functional by other person than Seller, the warranty period begins to run from the date of Goods being made functional.
 - 7) Period from the exercise of right stemming from liability for defects to the moment Buyer was obliged to assume possession of the repaired thing, shall not be counted towards the warranty period. If the defective Goods are exchanged for other Goods, warranty period commences afresh from the moment of taking possession of the new Goods (Section 627 of the Civil Code).
 - 8) Rights stemming from liability for defects of Goods in respect of which warranty period applies expire if they have not been exercised within the warranty period (Section 626 (1) of the Civil Code).
 - 9) If Seller offers the customer additional goods as a gift free of charge when purchasing Goods, Buyer is free to choose whether to accept the offered gift. Gift does not constitute sold Goods since Seller is not liable for potential defects of gift. Nevertheless, if Seller has knowledge regarding any defect of the gift, Seller is obliged to give Buyer notice of such defects when making offer of gift (Section 629 of the Civil Code). If the gift has defects in respect of which Seller did not give Buyer notice, Buyer is entitled to return the gift (Section 629 of the Civil Code). If a right to rescind Contract of Sale arises in favour of Buyer (refund of money), Buyer is obliged to return to Seller everything received under Contract of Sale as well as everything received under contract of donation as a contract dependent on Contract of Sale, i.e. also goods received as a gift (Section 457 of the Civil Code in conjunction with Section 48 (2) and Section 52a (2) second sentence of the Civil Code) with the exception of gift recorded on a non-tangible medium (electronic content).
 - 10) Seller expressly declares that Seller is not liable for the loss of programs and data during the repair or replacement of Goods, in which these programs or data are located.
 - 11) Buyer shall exercise the right to repair in any establishment or seat of business of Seller (Section 18(2) of the Consumer Protection Act). If in the certificate of warranty another person is designated for repair (hereinafter only “warranty service”), which is in location of Seller or in a location closer to Buyer, Buyer shall exercise right to repair in this warranty service (Section 625 of the Civil Code). Buyer will find addresses and telephone numbers of warranty services in the certificate of warranty.
 - 12) Other rights stemming from liability for defects, i.e. the right to exchange Goods, the right to rescind Contract of Sale (refund of money) and the right to a reasonable discount in price shall be exercised by Buyer in any establishment or seat of business of Seller, or by electronic message sent to the email address info@slovakiaringsk.
 - 13) Seller or an employee authorized by Seller or the warranty service is obliged to determine the manner of settlement of claims and to settle claims within a period which may not exceed 30 days from the filing of the claim (Section 18 (4) of the Consumer Protection Act). In the case of a claim made within 12 months from the purchase of Goods, Seller can settle the claim by rejection only on the basis of expert assessment. If Seller rejects claim made after 12 months from the purchase of Goods, Seller is obliged to inform Buyer to whom the product can be sent for expert assessment in accordance with the Consumer Protection Act. For the purposes of settlement of claims, expert assessment means inter alia also a statement of an authorized person or a person authorized by the manufacturer to perform warranty repairs (Section 2 (n) of the Consumer Protection Act).

- 14) Seller is obliged to issue a confirmation to Buyer when Buyer exercises the claim (Section 18 (8) of the Consumer Protection Act). This confirmation is a copy of the claim protocol. If Buyer has made a claim by means of long-distance communication, Seller is obliged to deliver the confirmation of claim to Buyer without undue delay by e-mail, if it is known to him/her. In the event that the Buyer enquires about the manner of settling the claim:
 - a) before the expiration of the 30-day period, Seller is entitled to inform Buyer about the manner of settling the claim; if the Goods have been sent to an authorized service, Buyer shall enquire about the manner of settling the claim at this service;
 - b) after the expiration of the 30-day period, Seller is obliged to inform Buyer about the manner of settling the claim and the reason why the claim was not settled in time; if Goods have been dispatched to an authorized service, Buyer will enquire about the reason for delay in settling the claim at this service; if the customer agrees, he/she can communicate with the authorized service directly.
- 15) Seller is obliged to issue a written certificate regarding settling of claim no later than 30 days from the date of exercise of claim (Section 18 (9) of the Consumer Protection Act). This written certificate is a copy of claim protocol with a filled-out field containing the settlement of claim or a letter containing a written notification of the settlement of claim. As an additional notice to the written certificate, Seller may send the customer a SMS message containing information about the settlement of claim with a written confirmation of its dispatch, or by e-mail if it is available.
- 16) If obligation arises for Buyer to take possession of Goods in respect of which claim was filed disregarding the manner of settlement of claim by Seller, or Seller in accordance with the provisions of this article of these GTC or valid legislation summons Buyer to take possession of Goods in respect of which claim was filed, Buyer is obliged without undue delay or within 30 days at the latest to take possession of Goods in respect of which claim was filed from Seller at the respective place of sale or at other location or Buyer is obliged to give written consent to ecological disposal of Goods in respect of which claim was filed. By virtue of this consent Buyer is released from the obligation to take possession of Goods in respect of which claim was filed at the cost of Seller.
- 17) If Buyer does not take possession of the Goods in respect of which claim was filed in accordance with the provisions of the previous article of these GTC within 30 days from the date on which the obligation to take possession of Goods arose nor does give written consent to ecological disposal from the day of delivery of the summons to take possession of Goods, such unclaimed Goods shall be considered to constitute a thing in respect of which a contract of deposition of a thing pursuant to the provisions of Section 516 et seq. of the Commercial Code (Act No. 513/1991 Coll.) as in force has been made; relations between Seller and Buyer concerning Goods in question shall be governed by the aforementioned provisions of the Commercial Code and other valid legal regulations in which Seller acts as depositary and the Buyer as depositor.
- 18) In the event that Buyer does not take possession of Goods within the period specified in the previous article, Seller is entitled to charge Buyer a lump sum for the costs incurred in the amount of 0.50,- EUR for each commenced day of deposit.
- 19) When exercising the rights stemming from liability for defects with Seller, Buyer is obliged to:
 - a) submit proof of purchase or, in another way that does not raise doubts, prove that Goods have been purchased from the Seller,
 - b) ensure that Goods meet all other conditions for warranty claims stated in the certificate of warranty (absence of physical damage or damage as a result of natural disaster, intact seals, etc.),
 - c) in the case of Goods for the use of which Buyer has registered/created a personal account (e-mail and/or similar user account) and/or set a password for Goods in question, Buyer is obliged to cancel/delete restricted access to the content of the device through a password and at the same time log out of the aforementioned account or cancel the account and, if possible, restore the device to default settings,
 - d) submit the original certificate of warranty in the event that Buyer exercises right stemming from warranty exceeding the scope of the statutory warranty period,
 - e) deliver Goods to Seller in the event of exercise of claim with regards to the accessories of the sold Goods,

- f) cooperate in filling out the claim protocol with the authorized employee of Seller and agree to its content by affixing signature.
- 20) If a defect is removable, Buyer has the right to a free, timely and proper removal. Seller decides on the method of removing the defect and is obliged to eliminate the defect without undue delay, either personally or through an authorized person (Section 622 (1) of the Civil Code).
- 21) Buyer may, instead of removal of defect, request a replacement of Goods or, if the defect affects only a part of the Goods, replacement of that part, if the Seller does not incur disproportionate costs when considering the price of Goods or the seriousness of the defect (§ 622 para. 2 of the Civil Code).
- 22) Seller may always instead of eliminating the defect replace the defective Goods with faultless Goods, if this does not cause serious difficulties to Buyer (Section 622 (3) of the Civil Code).
- 23) In the case of a defect which cannot be removed and which prevents Goods from being used properly as if Goods were without these defects, Buyer has the right to exchange the Goods or the right to rescind Contract of Sale (refund of money and return of goods) (§ 623 para. 1 of the Civil Code).
- 24) Buyer has the right to exchange of Goods or the right to rescind Contract of Sale (refund of money) also in the event that the defect is removable, but Buyer cannot use the Goods properly because of recurrence of the defect after repair (Section 623 (1) of the Civil Code). Recurrence of the defect after repair means a condition when the same defect occurs a third time after at least two previous repairs.
- 25) Buyer has the right to exchange of Goods or the right to rescind Contract of Sale (refund of money) also in the event that the defect is removable but Buyer cannot use the Goods properly due to a larger number of defects (Section 623 (1) of the Civil Code). Large number of defects means simultaneous occurrence of at least three different removable defects each of which prevents proper use.
- 26) If the Seller does not settle the claim within 30 days, Buyer has the same rights as if defect was not removable (Section 18 (4) of the Consumer Protection Act), i.e. the right to demand exchange of Goods or a refund of money (rescission of Contract of Sale).
- 27) In the case of a defect which cannot be removed but which does not prevent the proper use of Goods, Buyer has a right to a reasonable discount in the price of the product (Section 623 (2) of the Civil Code).
- 28) If the Buyer has the right to exchange of Goods or the right to rescind Contract of Sale (refund of money), it is up to the Buyer which of these rights to exercise. However, as soon as he/she chooses one of these rights, he/she can no longer unilaterally alter his/her choice with both rights being of an alternative not cumulative nature.
- 29) If gifts are provided with Goods (including delivered Goods of symbolic value, if their delivery is presented to Buyer as a gift with the Goods, which Buyer can return within 14 days without providing a reason), Buyer is obliged to return together with the returned Goods also gifts associated with these Goods. If these gifts will not be returned together with the returned Goods, these gifts shall in the amount of their market value be considered to constitute unjust enrichment of Buyer. This section does not apply to a gift that has the form of electronic content.
- 30) Seller is entitled to mediate post-warranty repairs to Buyer through agreed partners under the terms, in the manner and for prices determined by this partner of Seller for Buyer. Seller shall inform Buyer without undue delay after receiving this information from the partner.
- 31) Buyer as a consumer has the right to contact Seller with a request for redress if he/she is not satisfied with the manner in which Seller has settled his/her claim or if he/she believes that Seller has violated his/her rights. If Seller responds to the Buyer's request pursuant to the previous sentence in the negative or fails to answer such request within 30 days from the date of its sending by customer, consumer has the right to initiate alternative dispute resolution under provision of Section 12 of Act No. 391/2015 Coll. on Alternative Consumer Disputes Resolution and on the amendment and supplementation of certain laws as amended. Competent for alternative dispute resolution of dispute with Seller is Slovak Trade Inspection or other competent legal entity registered in the registry of alternative dispute resolution subjects maintained by the Ministry of Economy of the Slovak Republic (the list is available on the website <http://www.mhsr.sk/>); Buyer has the right to choose which of these subjects of alternative dispute resolution to address, without prejudice to filing an action in court.

5.7. Delivery

- 1) Contracting Parties may deliver all written correspondence to each other by means of electronic mail.
- 2) Buyer delivers correspondence to Seller via e-mail address specified in these GTC. Seller delivers to Buyer correspondence via e-mail address specified in his/her customer account or in order.

5.8. Alternative dispute resolution

- 1) Competent for alternative dispute resolution of disputes arising from Contract of Sale is Slovak Trade Inspection (*Slovenská obchodná inšpekcia*) with registered seat: Bajkalská 21 / A, 827 99 Bratislava, P. O. BOX 29, internet address: <https://www.soi.sk/sk>. Online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between Seller and Buyer arising from Contract of Sale.
- 2) European Consumer Centre Slovak Republic (*Európske spotrebiteľské centrum Slovenská republika*), with registered seat: Mlynské nivy 44/A 827 15 Bratislava 212, Slovak Republic, internet address: <http://www.evropskyspotrebitel.sk> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
- 3) Seller is entitled to sell Goods on the basis of a business license. Business license control is performed by the relevant business license authority (*živnostenský úrad*) within its sphere of competence. Slovak Trade Inspection (*Slovenská obchodná inšpekcia*) performs to a specified extent, inter alia, the supervision of compliance with the Consumer Protection Act and the Consumer Protection in Distance Sale Act.

6. Final provisions

- 6.1. GTC as well as rights and duties arising from these GTC or from purchase of Tickets, Vouchers or Goods are governed by Slovak law, namely by provisions of Act No. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Commercial Code") including obligations not falling within the scope of provisions of Section 262 (1) of the Commercial Code and by reasonable application of provisions of Section 663 et seq. of Civil Code (pursuant to Section 261 (6) of Commercial Code). Contracting parties have agreed that this provision (its relevant part) constitutes an agreement under Section 262 (1) of the Commercial Code.
- 6.2. Seller is not bound by any codes of conduct in relation to Buyer pursuant to provisions of Section 3 (1) (n) of the Consumer Protection in Distance Sale Act.
- 6.3. All rights to the Seller's website, in particular copyright to the content, including the layout of the site, photos, films, graphics, trademarks, logos and other content and features belong to Seller. It is forbidden to copy, modify or otherwise use the websites or any part thereof without the consent of Seller.
- 6.4. Seller is not liable for errors caused by third party interventions in the E-Shop or its use contrary to its purpose. Buyer is not allowed when using E-Shop to conduct activities which could potentially have a negative impact on its operation and is forbidden to engage in activity which could enable him/her or third parties to interfere with or use software or other components forming E-Shop without authorisation and to use E-Shop or its parts or software in a manner that would be contrary to its designation or purpose.
- 6.5. Contract of Sale including the general terms & conditions is archived by Seller in electronic form and is not accessible.
- 6.6. In accordance with the GDPR and the Personal Data Protection Act, SRA hereby provides information on processing of personal data of data subjects pursuant to Art. 13 and 14 of the GDPR, as well as guidance to Data subjects as to the legal rights and on manner and extent of disposition with their personal data (hereinafter referred to as the "Information on Personal Data Processing"). This information is given exclusively only in relation to processing of personal data by SRA or authorised intermediaries of SRA. SRA shall not be responsible for the processing of personal data by third parties (i.e. providers of payment portals), who provide their own services to data subjects.

- 1) In the event that data pertaining to a data subject is provided to SRA by another person, the provider of personal data of data subject is permitted to do so if provision of personal data has a legitimate legal foundation under the appropriate provisions of GDPR or Personal Data Protection Act which the provider is obliged to be able to prove within 3 working days of request made by SRA.
- 2) SRA in the course of provision of services and sale of Goods processes as controller personal data of the Data subject mainly for the purposes of:
 - establishment and fulfilment of pre-contractual and contractual relations,
 - settlement of claims, suggestions and complaints,
 - securing the enforcement of rights of data subject,
 - necessary preservation or archiving of created documentation,
 - recovery of claims and enforcement of legal claims,
 - sales & marketing communication and promotion of SRA, organization of competitions and lotteries,
 - production of internal analyses and statistics,
 - operation of User Profile of Registered Interested Person,
 - fulfilment of other obligations of SRA under contractual relations, special legal regulations, consents and legitimate interests.
- 3) Within the framework of pre-contractual and contractual relations, personal data are processed primarily for the purposes of:
 - establishing pre-contractual relations with the Data subjects (order processing, issuing invoices and records of payments, etc.),
 - performance of contractual relations, to which Data subject is a contractual party or if a contract has been entered into with a third party to the benefit of Data subject (performance of subject matter of contract, provision of Goods or services, management of User Profile on the website www.slovakiaringsk, etc.),
 - settlement of claims, suggestions and complaints of Data subject related to the delivered Goods or service within the confines of legitimate purpose even after the termination of the contractual relationship.

Within the framework of pre-contractual and contractual relations related to the provision of service or sale of Goods personal data are processed to the extent necessary for the conclusion and performance of contract, in particular: name, last name, contact details, payment and transaction data, data pertaining to subject matter of contract, data connected with the operation of User Account and other personal data processed to a reasonable extent in relation to a specific contractual relationship.

Provision of personal data is a contractual requirement only to the extent necessary for performance of the contract in question or for requirement necessary for the conclusion of contract. If required personal data will not be provided, this may result in the non-conclusion of contractual relationship or this may have an impact on the performance of the subject matter of contract or result in a refusal to provide service.

Personal data are kept for the time necessary to enforce legal claims after the termination of contractual relationship for at least 5 years and as part of accounting documents for 10 years.

In case of cancellation of User Profile on the website www.slovakiaringsk, processing of personal data of Data subject for the purpose of maintaining this profile shall be terminated without delay within three working days.

Personal data are provided mainly to the following recipients: Slovak Trade Inspection (*Slovenská obchodná inšpekcia*), courts and law enforcement authorities in performance of their activities, payment service providers, IT service providers and other third parties to whom SRA is obliged to provide data on the basis of specific legal regulation or contractual obligations and authorized intermediaries.

- 4) Within the statutory duty, personal data are processed primarily for the purposes of:
- ensuring the enforcement of rights of data subjects and maintenance of relevant records, which SRA must maintain in accordance with provisions of GDPR. Data subject is obliged to provide his/her data, in particular to the extent necessary for his/her precise identification in the SRA systems and contact details for the purpose of informing him/her on the processing of his/her application (if subject requests a statement). Personal data is stored for at least 5 years. Personal information is provided primarily to the following recipients: Personal Data Protection authority of the Slovak Republic, advocates, postal company, courts and law enforcement authorities to the extent of the requested cooperation and authorized intermediaries,
 - keeping the relevant accounting records, which SRA is obliged to keep in accordance with provisions separate legal regulation. Data subject is obliged to provide his/her data, in particular to the extent necessary for his/her precise identification in the SRA systems and for clearing of accounting operation and to demonstrate the fulfilment of statutory duty. Personal data is stored for at least 10 years. Personal information is provided primarily to the following recipients: tax authorities, auditors and/or tax advisers, advocates, postal company, courts and law enforcement authorities to the extent of requested cooperation and authorized intermediaries.
- 5) Based on the granted consent, personal data are processed mainly for the purposes of:
- sales & marketing communication (so-called newsletters) and targeted promotion of SRA services and activities to the extent of the consent granted,
 - organization of competitions and lotteries, which are organised by SRA.

Targeting of sales & marketing communication is performed to a minimal extent and usually only on the basis of initial information indicating the interest of data subject (e.g. interest in "AUTO" products or services or "MOTO" services, interest in Goods, etc.).

Provision of personal data, the processing of which can be performed with the consent of the data subject is voluntary, i.e. Data subject is not obliged to provide data to SRA. If subject does not provide personal data, it will not be possible to communicate with the subject for the above mentioned purpose.

Personal data is processed only during the validity of the relevant consent (or until its revocation). **Data subject is entitled to revoke the consent granted at any time.** Upon expiration of the consent or upon its revocation, SRA will not process personal data for the specified purpose.

- 6) SRA processes personal data within the scope of its legitimate interest or the interest of a third party primarily for the purpose of:
- necessary preservation or archiving of created documentation, whereas SRA sets periods mainly in accordance with periods set by specific legal regulation or with periods of preservation necessary for the exercise of legal claims and legally protected interests of SRA,
 - sales & marketing communication, if SRA can prove relationship with Data subject and such communication is in the genuine legitimate interest of SRA or a third party and is expected by the

Data subject (e.g. satisfaction surveys of the performance provided under these GTC). **Personal data may be processed for this purpose, unless Data subject raises an objection,**

- production of internal analyses and statistics by SRA, which generally consist of anonymised data, which are not personal data of Data subject.

Personal data is provided primarily to the recipients in connection with the use of preserved document or record (e.g. control and supervisory authorities, courts and law enforcement authorities, etc.) and authorized intermediaries.

7) Data subject has the right to:

- information on the processing of his/her personal data;
- obtain access to personal data which are processed and stored concerning him/her and to request their rectification or erasure;
- object to the processing of his/her personal data for marketing purposes or on the basis relevant to a specific situation;
- revoke his/her consent at any time without prejudice to the legality of processing based on consent granted prior to revocation, if such consent has been granted by the data subject;
- request the processing of his/her personal data be restricted;
- receive his/her personal data in a machine-readable format and/or request their transfer to another controller;
- lodge a complaint with the supervisory authority if he/she considers that the processing of his/her personal data violates legislation. Supervisory body in the territory of the Slovak Republic is Personal Data Protection Authority of the Slovak Republic (*Úrad na ochranu osobných údajov SR*), with seat at Hraničná 12, 820 07 Bratislava 27;
- contact the responsible person and submit a request or complaint to the SRA in connection with protection and processing of personal data. Any data subject who wishes to make a request or complaint and exercise his/her rights, may do so in writing at: SLOVAKIA RING AGENCY, s.r.o., Orechová Potôň 800, 930 02 Orechová Potôň, or electronically at: gdp@lovakiarling.sk.

8) More detailed and up-to-date information on the processing of personal data within the scope of Art. 13 and 14 GDPR are published by SRA on the website and in selected publicly accessible premises of SRA.

6.7. SRA is entitled to unilaterally amend or supplement these GTC, while binding upon the Registered /Unregistered Interested Person, Buyer and Holder are those GTC that were effective at the time of payment for Ticket, Voucher or Goods. New GTC come into effect and replace the previous GTC from the date of their publication on the website www.slovakiarling.sk or from the effective date specified in the new GTC, whichever occurs later.

6.8. These GTC come into force on 09.05.2022.

6.9. Disputes or disagreements as to the interpretation or performance under these GTC will be resolved by mutual negotiations. In the event that no amicable settlement of the dispute is achieved, the resolution of the dispute shall be within the exclusive jurisdiction of the Slovak general courts.

6.10. Contract of Sale together with these GTC and other inseparable parts of Contract of Sale constitute the entire agreement between the parties with respect to the subject matter of Contract of Sale. All agreements made prior to signing of Contract of Sale and not included in its content or these GTC are nullified on the day of signing of Contract of Sale, regardless of position of the persons who conducted pre-contractual negotiations

6.11. If any of the provisions of Contract of Sale or of these GTC or other inseparable parts of Contract of Sale prove to be invalid or unenforceable, this invalidity or unenforceability does not affect the validity and enforceability of the other provisions of Contract of Sale or these GTC or other inseparable parts of Contract of Sale. Contracting

Parties shall, without undue delay after learning that any of the above provisions are affected by invalidity or unenforceability, replace the provision in question with a new provision, the content of which shall, as far as possible, be in accordance with the objective of the invalid or unenforceable provision.

6.12. No provision of Contract of Sale or of these GTC and other inseparable parts of Contract of Sale may be interpreted as violating generally binding legal regulations. If any of these provisions may be subject to interpretation in accordance with or in violation of the said regulations, interpretation that is in accordance with the said regulations shall be valid.

6.13. Sample form for rescission of contract is annexed to these GTC.

In Orechová Potôň, on 09.05.2022

Annex no. 1

SLOVAKIA RING AGENCY, S. R. O.
ORECHOVÁ POTÔŇ 800
930 02 ORECHOVÁ POTÔŇ

e-mail: info@slovakia-ring.sk

Re: **Rescission of Contract of Sale**

I hereby announce that I rescind within the statutory period of 14 days Contract of Sale concluded at distance via electronic means subject matter of which is the purchase of undermentioned **Goods / Voucher for Product / Ticket for Event**¹ and in connection with rescission I provide the following identification data:

Specification of **goods / voucher / ticket**²:

.....
.....

Title, name, surname:

Address of permanent residence:

E-mail address:

Order number:

Date of order:

Bank connection (IBAN)³:

Date:

Signature: 

¹ Strike out whichever is not applicable

² Strike out whichever is not applicable

³ Fill in the bank account details to which you request the return of purchase price or its proportionate part