

## GENERAL TERMS AND CONDITIONS FOR THE ONLINE CHECK-IN APPLICATION

### INTRODUCTORY PROVISIONS

**1.1** These general terms and conditions (hereinafter referred to as "GTC") apply to online reservations of accommodation services provided by the hotel operator, the use of the hotel operator's online reservation system, payment and cancellation conditions of online reservations made by the client/clients through this website, as well as all other rights and obligations arising from the legal relationship arising from an online reservation made through the ONLINE CHECK-IN application.

#### **1.2** Definition of terms:

**1.2.1.** The operator of the hotel and the online reservation system is:

Sywerion s.r.o.,

Senecká cesta 2, 931 01 Šamorín,

ID: 4595 7223,

VAT number: 2023182062,

VAT number: SK2023182062

registered in the Commercial Register of the Trnava District Court, section: Sro, insert no.: 30210/T

Tel. contact: +421 907 704450, e-mail: office@arenahotel-samorin.sk

The address of the headquarters and the contact details of the hotel operator listed in this point are the contact details of the hotel operator for the purpose of filing claims or complaints, as well as other communication with the hotel operator.

**1.2.2.** Aréna Hotel Šamorín\*\*\* means the accommodation facility of the Operator at the address Bratislavská cesta 1200/35B, 93101 Šamorín (hereinafter referred to as the "hotel")

**1.2.3.** A client is understood to be any natural or legal person who concludes accommodation contracts with the Operator.

**1.2.4.** Service means any activity performed by the Operator in accordance with its business purpose, especially accommodation, wellness and congress services.

**1.2.5.** A group usually means 6 or more people who book accommodation on the same date of arrival and departure.

**1.2.6.** An event is understood as a social event attended by a large number of people associated with the provision of several types of hotel services. Unless otherwise agreed, the person ordering the event is its organizer.

**1.2.7.** The moment of payment is the time when the beneficiary has the opportunity to dispose of the funds paid, i.e. on the day of crediting to the account, or by paying with a payment card/in cash.

**1.2.8.** Damage means actual damage and lost profit. Damage is compensated in money; however, if the entitled party requests it and if it is possible, the damage is replaced by restoration.

**1.3.** The client is entitled to use online reservations only if he agrees to the General Terms and Conditions. The client is advised in his own interest to familiarize himself with these GTC before making a reservation. When repeatedly using the online reservation, the client is always obliged to familiarize himself with the current version of the General Terms and Conditions. The hotel operator reserves the right to unilaterally change these GTC while the change of GTC is effective from the date of their publication on the website of the hotel operator. If the client does not agree with some of the provisions of these GTC, the hotel operator asks him not to use the mentioned online reservation system. By confirming the reservation, the client expresses unreserved consent to these GTC.

**1.4.** Each client acknowledges that all prices and conditions of reservation and provision of services apply exclusively to online reservations made through the ONLINE CHECK-IN application (hereinafter referred to as "online reservation").

**1.5.** By using the online reservation system, the client declares that he has reached the age of at least 18 years and is capable of acquiring rights and assuming obligations in his own name.

**1.6.** Every client who acts in a contractual relationship with the operator, as a consumer, has the right to turn to the subject of alternative dispute resolution in order to protect his consumer rights arising from the contract for accommodation or the provision of other services concluded in accordance with these general terms and conditions, the possibility to turn to the court is not affected by this. If the client is not satisfied with the way the hotel operator handled his complaint or believes that the hotel operator has violated his rights, he has the right to contact the hotel operator with a request for redress. If the hotel operator responds negatively to such a client's request or does not respond to such a request within 30 (thirty) days from the date of its sending, the client has the right to submit a proposal to initiate alternative dispute resolution to the entity of alternative dispute resolution pursuant to Act no. 391/2015 Coll. on alternative resolution of consumer disputes. The competent entity for alternative resolution of consumer disputes with the seller is: Slovak Trade Inspection or other relevant authorized legal entity registered in the list of entities for alternative resolution of disputes maintained by the Ministry of Economy of the Slovak Republic. The client has the right to choose which of the listed alternative dispute resolution entities to turn to.

**1.7.** The client can submit a proposal to initiate alternative dispute resolution through the alternative dispute resolution platform, which is available online at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>

**1.8.** The activity of the seller is subject to the supervision of the Slovak Trade Inspection - SOI Inspectorate for the Trnava Region, Pekárska 23, 917 01 Trnava.

## **2. RESERVATION**

**2.1.** When booking online, the client has the opportunity to search for currently available accommodation in the hotel according to the requirements entered in the booking form (arrival date, departure date, room type, etc.).

**2.2.** When booking online, after selecting all data for the beginning and end of the stay, room type, additional services, etc., the client fills in all the required data.

**2.3.** After filling in all the required data, after making the payment in accordance with these GTC and after checking the data, a confirmation of the reservation with the reservation number will be sent to the client without delay to the e-mail address entered by him. The assigned reservation number is used to confirm the reservation, as contact information for any changes or cancellations of the reservation and confirmation upon arrival. For this reason, the client is obliged to keep the reservation number safe.

**2.4.** The contract for accommodation or the provision of other services is only concluded when the reservation is confirmed with the reservation number. Automatically performed notification of acceptance of the request into the reservation system of the hotel operator is not considered binding acceptance of the reservation.

## **3. PAYMENT TERMS**

**3.1.** Payment for the stay reserved by the client for online reservations is required to be paid in full by the client for online reservations through the credit card (eCard) payment service. For this reason, when making an online reservation when paying with an eCard, a credit/debit card number is required from the client. By confirming the reservation, the client gives consent to make the payment for the booked stay in full in favor of the hotel operator (by deducting the price of the stay) and authorizes the hotel operator to make this payment. The total price of the stay is immediately settled to the benefit of the bank account of the hotel operator.

**3.2.** The procedure and activity of the hotel operator is based on ethical principles and respects the client's privacy. The reservation system currently uses the most modern encryption systems for sensitive data and data, which guarantees the full security of the data provided when making a payment to the client.

**3.3.** The client authorizes the hotel operator to verify the provided information about the credit card/debit card in the relevant call center of the bank or company that issued the credit card/debit card.

**3.4.** In cases where the price for a certain service is not indicated in the reservation system of the hotel operator, or a zero price is indicated, this means that the service is not available on the given date or the price of the service at the given moment is not exactly known. In such a case, sending a reservation through the reservation system of the hotel operator is considered to be an expression of interest in the provision of the given service, and the availability and price of the service will be notified to the client subsequently. After notification of the availability and price of the service, the client has the right to confirm or reject the reservation.

#### **4. CANCELLATION OF TERMS**

**4.1.** Given that the subject of online reservations made by the client/clients through this website is the provision of accommodation services for purposes other than housing, the provision of catering services or the provision of services related to leisure activities, which are to be provided at the agreed time or within the agreed period, the client cannot withdraw from the contract after the hotel operator has confirmed the order for accommodation, catering and other specified services for a specific date. Cancellation of the reservation of services in these cases is only possible under the conditions determined by the hotel operator in the following points of these GTC.

**4.2.** Any changes to the online reservation made by the client can be made electronically after entering the client's e-mail address entered during the online reservation and the reservation number assigned to and sent to the client when making the online reservation or in writing, by telephone or by e-mail through the reservation department of the hotel operator on the telephone number: +421 907 704450 e-mail: [recepia@arenahotel-samorin.sk](mailto:recepia@arenahotel-samorin.sk). When requesting a change to an online reservation, the client must always state the reservation number assigned when the online reservation was made and sent to the client's e-mail address entered during the online reservation. If the client requests a change to an online reservation that cannot be accommodated due to capacity or other operational reasons, the hotel operator will take all steps to meet the client's requirements, but the hotel operator is not obliged to comply with the client's request to change the online reservation, and the client is not entitled to for damages or any other payment by the hotel operator due to the impossibility of changing the online reservation made.

**4.3.** If the client withdraws from the contract and cancels the reservation, the hotel operator is entitled to a cancellation fee as follows:

Cancellation fees valid for all stays: 100% of the price of ordered and confirmed services - 5 days before and the day of arrival

**4.4.** In case of non-arrival of the client for the reserved stay, the hotel operator is entitled to a cancellation fee in the amount of 100% of the price of the ordered and confirmed services.

**4.5.** In the case of the client's withdrawal from the contract and cancellation of the reservation, or in the case of the client's partial withdrawal from the contract and partial cancellation of the reservation, or the client's non-arrival for the reserved stay for promotional stays (Article 6 of the General Terms and Conditions), the hotel operator is entitled to a cancellation fee of 100% of the price ordered and confirmed services.

**4.6.** In the event of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal of the client from the contract and partial cancellation of the reservation or no-show, the hotel operator will send the client a notice in writing or by e-mail about the operator's right to a cancellation fee and its amount in accordance with these GTC by 14 days from the day of the client's withdrawal from the contract and cancellation of the reservation or from the day of the client's

partial withdrawal from the contract and partial cancellation of the reservation or from the day of the start of the stay in case the client does not start the stay. By confirming the order and expressing consent to these GTC, the client agrees and acknowledges that the hotel operator is entitled to unilaterally set off the client's claim for a refund in the event of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal of the client from the contract and partial cancellation of the reservation or no-show of the paid price of the stay when making an online reservation of the stay against the claim of the hotel operator for payment of the cancellation fee in the amount specified in these GTC in the amount in which these claims are covered, while the amount exceeding the mutual claims of the client and the hotel operator in favor of the client will be paid by the hotel operator to the client by non-cash bank transfer by transfer to the client's bank account from which the payment of the price of the stay was made when booking the stay online, within 30 working days from the day following the day of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal of the client from the contract and partial cancellation of the reservation or no-show. Bank fees associated with the refund of the price of the client's stay are borne by the client.

## **5. SPECIAL PROVISIONS**

**5.1.** In case of ambiguities or questions that arise during online reservations, the client is entitled to contact the reservation department of the hotel operator by phone at the phone number: +421 907 704450 e-mail: [recepacia@arenahotel-samorin.sk](mailto:recepacia@arenahotel-samorin.sk)

**5.2.** Check-in is possible in the day of the start of the stay in terms of the reservation from 2 p.m. Check-out is on the last day of the stay according to the reservation until 10:00 a.m.

**5.3.** In case of special requirements (baby cot, late arrival or departure from the stay (late check-in or late check-out) or interest in booking additional services, the client is entitled to contact the reservation department of the hotel operator by phone at +421 907 704450, e-mail: [recepacia@arenahotel-samorin.sk](mailto:recepacia@arenahotel-samorin.sk)

## **6. PROMOTIONAL STAYS**

**6.1.** The hotel operator is authorized to offer promotional stays (last minute, first minute, etc.). The number of rooms reserved for promotional stays is limited.

**6.2.** For the reservation and implementation of promotional stays, special terms and conditions apply exclusively to promotional stays, which take precedence over these General Terms and Conditions. These General Terms and Conditions apply to promotional stays only in those parts that are not regulated differently or separately in the special business conditions.

## **7. PROTECTION OF PERSONAL DATA**

**7.1.** The hotel operator processes the freely provided personal data of the client in the scope of the data specified in the reservation form, namely name, surname, address, country of residence, email, telephone number, as the processing of this personal data is necessary for the reservation of accommodation services provided by the hotel operator, and/ or to fulfill the client's request for information before the hotel operator provides accommodation services, and for the fulfillment of the hotel operator's obligations imposed by generally binding legal regulations. The processing of personal data by the hotel operator is carried out for the time necessary to fulfill the above-mentioned processing purpose.

**7.2.** By checking the appropriate box before sending the reservation, the client can express his consent to the sending of information about news and special offers of the hotel operator (newsletter). By ticking this box, both the client and the person concerned freely and voluntarily grant the hotel operator, in accordance with the Act on the Protection of Personal Data and relevant EU legislation,

their explicit consent to the processing of the provided email address for marketing purposes - sending the newsletter via electronic mail (emails). This consent to the processing of personal data is granted by the client for a period of 5 years.

**7.3.** The client is responsible for the completeness, truthfulness and correctness of the provided personal data. In the event of a change in the provided personal data, the client is obliged to immediately notify the hotel operator of the change.

**7.4.** The client can withdraw consent to the processing of personal data for marketing purposes (for sending the newsletter) at any time by clicking on the relevant link located directly in each marketing email from the hotel operator, by sending an email to the hotel operator, or in person at the hotel reception.

**7.5.** In the case of out-of-date personal data, revocation of consent to the processing of personal data, after completion of the purpose or period for which consent to the processing of personal data was granted, or if the storage is inadmissible for any legal reasons, the stored personal data will be deleted.

**7.6.** Personal data protection is governed by the provisions of the Personal Data Protection Act and relevant EU legislation, where the rights of the client as a data subject are also regulated. The client has the right to free information regarding the processing of his stored data. Provided that the requirements set forth in generally binding legal regulations are complied with, the client also has (i) the right to access his personal data, (ii) the right to correct incorrect personal data, (iii) the right to limit (block) the processing of personal data, (iv) the right to object to the processing of your personal data for direct marketing purposes, (v) the right to delete personal data, especially if they are no longer necessary for the purposes for which they were obtained or otherwise processed or if you have withdrawn your consent to their processing and if there is no other legal basis for processing, or if personal data was processed illegally. Likewise, if the specified conditions are met, the client also has the right to data portability, i.e. has the right to obtain his personal data, which he has voluntarily provided to the hotel operator, in electronic form, in a structured, commonly used and machine-readable format, and in this context he can use his right to transfer this data to another operator, as long as such transfer is technically possible ( the right to data portability).

**7.7.** In the event that the client applies to the hotel operator any of the rights of the affected person according to the legislation governing the protection of personal data and it is not possible to verify the identity of the applicant from the client's request, or in the event that the hotel operator has justified doubts regarding the identity of the person who submits a request, the hotel operator reserves the right to ask this person to provide additional information necessary to confirm the identity of the person making this request.

**7.8.** As a data subject, the client has the right to file a complaint with the supervisory authority, which is the Personal Data Protection Office of the Slovak Republic, with headquarters at Hraničná 12, 820 07 Bratislava, if he suspects that his personal data is being processed in violation of applicable legislation.

**7.9.** The hotel operator declares that it processes personal data only for the above-mentioned purposes and in accordance with the Personal Data Protection Act and relevant EU legislation, using appropriate technical, organizational and security measures.

**7.10.** To the extent necessary, the client's personal data may be provided to the contractual service provider of the hotel operator (to another third party - the recipient), if this is necessary to fulfill the purpose for which they were obtained. Such a contractual service provider of the hotel operator is mainly a provider of marketing services, a bank, etc. The data may be used by these service providers exclusively for the purpose for which the personal data was obtained.

## **8. FINAL PROVISIONS**

**8.1.** These General Terms and Conditions and legal relationships arising on their basis are governed by the legal order of the Slovak Republic.

**8.2.** Should any provision of these GTC be or become invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability of other provisions of these GTC shall not be affected.

**8.3.** The relevant provisions of the Civil Code, Act no. 22/2004 Coll. on electronic commerce, as amended, Act no. 250/2007 Z . from. on consumer protection as amended and Act no. 102/2014 Coll. on consumer protection when selling goods or providing services based on a contract concluded at a distance or a contract concluded outside the seller's premises, as amended.

**8.4.** When confirming an online reservation, the client expresses his agreement with these GTC and undertakes to comply with them. The hotel operator reserves the right to change these GTC. The obligation of written notification of changes to the General Terms and Conditions is fulfilled by placing the changed General Terms and Conditions on the website of the hotel operator [www.arenahotel-samorin.sk](http://www.arenahotel-samorin.sk)

**8.5.** These General Terms and Conditions become valid and effective on July 1, 2022