

Terms and conditions for the discount system Rokytnice PLUS

Article I.

Basic provision

1. These general terms and conditions of Rokytnice PLUS (hereafter the "Conditions") govern the use of guest cards Rokytnice PLUS.
2. The proprietor of Rokytnice PLUS is the Association for the Development of Tourism in Rokytnice Z.S., ID 27005666 of Horní Rokytnice 197, ZIP code 51244, Rokytnice nad Jizerou (hereafter the "Association").
3. The agreement between the Association and the Cardholder subject to these terms and conditions is accepted upon receipt of the card by the Cardholder. By accepting the card, the Cardholder agrees to these terms in their totality.

Article II.

Definition of terms

1. Rokytnice PLUS is a marketing system that operates to create favourable conditions for the use of services offered by various acceptance points for Cardholders, and for marketing promotions for acceptance points and card issuers registered in Rokytnice PLUS system.
2. The card shows the Cardholder's entitlement to discounts and incentives, and is equipped with a unique bar code and number. The card gives the Cardholder the right to receive services or purchase of goods at individual acceptance points seats at a premium, for which each acceptance point agrees to provide the service, with the publication of acceptance points on the project's website. However, acceptance points may be published in the information brochure.
The card is non transferable and it is issued in the first name and surname of the holder. It is not permitted to pass cards to third parties.
 - 2.1. The guest card is a card only for guests who stay in accommodation facilities operated by a member of the Association. The guest card is issued at the guest's request, free of charge, with activation from the first day of arrival in accommodation facilities and which expires no later than the end of the stay. The guest card is valid only during the stay in the accommodation.
 - 2.2. The Cardholder can be a domestic or foreign person who receives the card in the context of co-operation from a marketing partner of the Association, under conditions which the marketing partner agrees with the Association.
 - 2.3. The Cardholder can be a domestic or foreign person who receives the card in the context of inclusion in the population register, where appropriate, and provides evidence of paying local taxes in the municipality of Rokytnice nad Jizerou, under conditions which the town Rokytnice nad Jizerou agrees with the Association.
3. The Cardholder (or "The Client") is the domestic or foreign person to whom the card is issued.
4. By accepting the card for the purposes explained, one accepts the processing of mandatory guest identification information (first name, surname, date of birth, place of residence - city or town and state, email) into the information system of the Association by the card issuer.
5. An accommodation facility is a building or other premise in which the public makes payment for temporary accommodation and related services.

6. The issuer (or "The Card Provider" or "Card Issuer") is an accommodation facility operated by a member of the Association or other entity contracted to Association, which is authorised to issue the guest card, market the card or citizen card. A members' list of accommodation establishments operated by members of the Association which issue the guest card is available on the project's website.

7. The acceptance point is a contractual partner of the Association as detailed on the the project's website or the information brochure, and will provide services or sell products to Cardholders with discounts or other advantages described on the project's website or in the information brochure.

8. The newsletter is published as printed material by the Association, and contains basic information about the system Rokytnice PLUS, a list of acceptance points, as well as the conditions and processes for claiming discounts and other benefits by the Cardholder for services or goods. The Association is not obliged to issue an information brochure, in which case any information that would otherwise be given in the information brochure is available on the project's website.

9. The project's website contains the Rokytnice PLUS system information which contains a list of card issuers and acceptance points, and includes a list of conditions and process for claiming discounts and other benefits by the Cardholder for services or goods. The project's website is www.rokytniceplus.cz and is managed by the Association.

10. For the purposes of these conditions, the summer season is a period commencing prior to 1 May and ending on 30 November.

11. For the purposes of these conditions, the winter season is a period that starts prior to 1 December and ends no later than 30 April.

12. The information system is a computer programme that allows registration and records identifying information about the Cardholder, the card expiry date, registration data of acceptance points, description and scope of the discounts and benefits available, and information about the use or purchase of goods by Cardholders at individual acceptance points.

13. The correspondence address for the Association is the contact information of the Association exclusively intended for letter, telephone or email communication with the Association.

Article III.

Rights and obligations of the Cardholder

1. The Cardholder is permitted to use the card only for the purposes for which it is intended as per these Terms and Conditions.

2. The Cardholder must ensure the card is used only by the authorised Cardholder. The card is for use only by the Cardholder named on the card as identified at issue. The Cardholder must refrain from any action that leads to a circumvention of the principle of the non-transferability of cards, and is particularly prohibited from the rent or lease of the card to a third party, to copy the card, alter the data of the card or otherwise do anything to affect the integrity of the card. The Cardholder accepts that any violation of these terms may result in legal action and a demand for payment of damages by the Association against the Cardholder.

3. The Cardholder is obliged to protect the card against damage, loss or theft. In cases of loss, loss of function, destruction or theft of the card, the Cardholder shall immediately report the matter to the card issuer, who will take steps to cancel such card.

4. In the case of loss, theft or loss of function of the card, the Cardholder is entitled to a replacement card free of charge, but not prior to the report of the loss, theft or loss of function, from the original card issuer. The replacement card will be issued by the issuer of the original card on acceptance of proof of identity by the claimant. The Cardholder acknowledges that the issue of the new card will automatically transfer information on the services and benefits claimed at individual acceptance points.

In cases of repeat issues of cards, the issuer may require a handling fee of a maximum 20 Kč for each newly issued card.

5. In the event of the Cardholder terminating his stay early for whatever reason, the Cardholder will return the card to the card issuer no later than the day of departure from the accommodation.

6. On request of the card issuer and acceptance points, the Cardholder shall prove their identity on request of a valid identity card. Failure to provide adequate proof of identity may result in the card issuers or acceptance point refusing discounts and benefits.

7. The Cardholder has the right to use services or purchase of goods at the acceptance point under favourable terms when the Cardholder shows his card when requesting such services or goods at the acceptance point as presented on the project's website or in the information brochure.

8. The Cardholder will respect the opening hours and operating regulations of the issuer and the acceptance points.

9. Each Cardholder is permitted to hold only one active card. If the Cardholder has additional separate marketing cards or citizen cards, the Cardholder will not qualify for cumulative discounts and benefits arising from the possession of the card.

10. The Cardholder acknowledges that the legal relationship in the context of the provision and utilisation of services or the purchase of goods is exclusively between the acceptance point and the Cardholder. The Association assumes no responsibility or liability for the quality or the service provided to the Cardholder by the acceptance points, or for the promises made for the provision or services or goods under the terms of benefit provision as on the website or in the information brochure. The Association is an intermediary service, and responsibility for the quality and provision of services rendered or goods sold remains with the acceptance point, including all legal guarantees, responsibilities and competencies.

11. The Cardholder accepts that, in the period after the publication of an information brochure, there may be changes to offers and services at the acceptance point. The Cardholder accepts there may be changes to the list of acceptance points, temporary interruption to services or changes in conditions for the sale of goods or services. Relevant information will be made available on the project's website.

12. The Cardholder accepts changes to the list and the scope of available benefits and discounts at acceptance points during the valid period of the card.

13. The Cardholder is not entitled to any compensation in the event of a failure of services or purchase of goods during the card's validation period, as in these Terms.

Article IV. Rights and obligations of the Association

1. The Association reserves the right to monitor the issuer and acceptance points in order to check the issuance of cards and the quality of services and goods, as presented in Rokytnice PLUS System, complies with these Terms.
2. The Association is not liable for any damage caused by the Cardholder.
3. The Association will cancel the card should the Cardholder indulge in prohibited conduct as described in Article. III., Point 2, as well as if the card is lost, loses functionality, is destroyed or stolen, or if the Cardholder does not present authentication or the identity of the Cardholder does not match the identification details on card presented. In the case of cancellation for the reasons described, the Cardholder is not entitled to compensation.
4. The Association is permitted to use data from the Information System, including Cardholder data, for the purposes of marketing related only to the activities of the Association. The Association is authorised to provide personal data and information concerning Cardholders from the Information System to the town Rokytnice nad Jizerou to check the accurate levy of the resort fee and the charge for accommodation by individual accommodation facilities.
5. The Association can terminate or suspend without notice the operation of the system Rokytnice PLUS without compensation to Cardholders, acceptance points, issuers and accommodation facilities.
6. The Association has the right to instruct person(s) acting on behalf of the Association in matters relating to Rokytnice PLUS System.

Article V.

Rights and obligations of Card Issuers

1. Issuers are obliged to issue the card within the meaning of, and in accordance with, these Terms.
2. Issuers have the right to obtain and process Cardholders' personal data for the sole purpose of issuing the card.
3. Issuers are required to inform the Cardholder of these Terms and ensure their familiarity with them.
4. Issuers are permitted to issue cards only to guests staying at accommodation facilities it operates.
5. Issuers are required to mark their premises with a Rokytnice PLUS sticker and place the Rokytnice PLUS System logo on its own website (preferably on the main page).
6. Issuers are required to cancel the card if it is found that the Cardholder has committed the conduct prohibited in Article. III., Point 2 or should the card be lost, lose function, be destroyed or stolen, or should the Cardholder not present their identity or the identity does not match the identification data on the card produced. If the card is cancelled for the reasons described, the Cardholder is not entitled to compensation.
7. Issuers have the right to refuse to issue cards if they have reasonable suspicion that the Cardholder will not respect these Terms or that the applicant has previously violated these terms.
8. If the issuer is the provider of accommodation and the Cardholder departs the accommodation early, the issuer will update the Information System for the guest so that the last day of the card validity date is the date of departure from the accommodation.

Article VI.

Rights and obligations of Acceptance points

1. The acceptance point agrees with the Association to provide the Cardholder with a discount or advantage once the Cardholder has shown a valid card and, if required by the acceptance point, an identity card.
2. In accordance with these Conditions, the acceptance point has the right to verify the Cardholder's identity card as requirement for proof of identity of the Cardholder.
3. The acceptance point is required to register the Cardholder's utilisation of services or goods purchased in the Information System.
4. The acceptance point is required to withhold the card if it is determined that the card is being used by an unauthorised person. The acceptance point will withhold the card without compensation and deliver the card to the mailing address of the Association within three working days.
5. The acceptance point has the right to require the Cardholder when requesting the service or purchase of goods under preferential conditions, and while providing services or selling goods, to observe the rules of operation or business conditions of the acceptance point.
6. The acceptance point should mark their premises with sticker Rokytnice PLUS and, where it has its own website, place the Rokytnice PLUS System logo on its website (preferably on the main page).
7. The acceptance point retains the right to change operating hours.
8. The acceptance point is liable for any damage caused by poor service or sale of substandard goods.
9. The acceptance point has no obligation to provide the Cardholder with replacement services in the event of unavailability of such services due to power failure, maintenance, adverse weather conditions, force majeure or changes in legal provisions. The acceptance point that sells goods is under no obligation to indemnify Cardholder in instances when the selected merchandise is unavailable.

Article VII.

Personal data protection

1. The Cardholder agrees to these Terms and Conditions, and the Association agrees in accordance with § 5 et seq. Act no. 101/2000 Coll., For the Protection of Personal Data, as amended (the "Act"), to process personal data given to the Information System.
2. For the handling of personal data of the card, the Association establishes the following conditions:
 - 2.1. Definition of personal data: first name, surname, date of birth, address (only city or town and state), email, telephone contact.
 - 2.2. Processing purpose: rights and obligations under these Terms.
 - 2.3. The means and manner of personal data processing: automatically and manually in electronic and printed form.
 - 2.4. The period for which consent is given: unlimited
 - 2.5. Persons to whom data can be disclosed: The Association, acceptance points, Issuers, Rokytnice nad Jizerou municipality.
 - 2.6. The Cardholder has right of access to their personal data, the right to correct personal data according to § 21 of the Act. The Cardholder has the right to withdraw consent to the

processing of personal data at any time by notifying the Association in writing at the correspondence address.

2.7. The Association is authorised to use the Cardholder's email address to send commercial communications for Rokytnice PLUS system. The Association shall send each message in a simple format and the Cardholder can deny consent for said use of email address.

Article VIII.

Final provisions

1. The Association is entitled to amend the Terms and Conditions at any time. Changes in conditions becomes valid, effective and binding on all parties concerned once sent to the email addresses of the interested parties as registered in the Information System.
2. Acceptance of these terms is agreed when the Cardholder accepts the guest card, the card marketing or the citizen card.
3. Use of the card after the effective changes to the Terms will be deemed acceptance of the amendments by Cardholder.
4. The contractual relationship between the Association and the Cardholder ends at the expiry of the period for which the Card is issued. After this period, the card is automatically cancelled.
5. The Association's correspondence details are published on www.rokytnice-plus.cz.

Association for the Development of Tourism in Rokytnice nad Jizerou z.s.

In Rokytnice nad Jizerou, today 25 May 2016