
General Terms and Conditions of Sale and Payment of ADVENIO s.r.o. and AVANTGARDE PRAGUE s.r.o. for the arrangement of Experience services to tourists (the “General Terms and Conditions”)

1. Introductory provisions

Avantgarde Prague s.r.o. (“AGP”), with its registered office at Jáchymova 63/3, Prague 1 – Staré Město, 110 00, company identification number; 272 21 687, is appointed under a separate contract by **Mastercard Europe sprl.**, Chaussée de Tervuren 198A, B-1410 Waterloo, Belgium, to arrange under the Mastercard Elite Program (“Mastercard”) provision of “Experience” services (“Experience”) of its contractual partners – third parties (“Service Providers”), (“Services”) – to Clients (“Consumers”), including through the www.eliteprogram.sk website, and the reservation system and payment gateway of Mastercard (the “Payment Terminal”) on the www.pricelesslovakia.sk, website (the “Website”). When acting as an intermediary in providing Experiences in the Slovak Republic, AGP co-operates with **Advenio s.r.o.**, as another intermediary, when payment is made via the reservation system and payment gateway of AGP.

This contract is subject to the generally binding legal regulations of the Czech Republic, to these General Terms and Conditions and, where appropriate, to the terms and conditions of the Service Providers.

Advenio s.r.o. (“Advenio”), with its registered office at 29. augusta 36/C, Bratislava, 811 09, Slovak Republic, company identification number: 363 63 618, acts as an intermediary in the provision of Experiences in the Slovak Republic, in co-operation with AGP, and concludes the appropriate contracts with partners, Experience providers.

Should one of the parties be a Consumer, the contractual relationship is governed by these General Terms and Conditions, by the Civil Code (Act No 89/2012, as amended) and by the Consumer Protection Act (Act No 634/1992, as amended).

Should the Consumer have more rights under consumer protection regulations in the Slovak Republic than under Czech law, Slovak legal regulations shall apply, in particular the Civil Code, Act No 40/1964, as amended, and the Act on Consumer Protection, No 250/2007, as amended.

2. Contractual relationship

- a. AGP and Advenio enable their Clients to conclude a contract on the provision of services (Experiences) supplied by third parties (Service Providers), through the AGP and Advenio website, www.pricelesslovakia.sk.
- b. AGP and Advenio act as intermediaries in the provision of Services for which the Client may conclude a contract, on the www.eliteprogram.sk website. The Client and Service Provider conclude the contract as follows: after the Client **selects the Service** on the www.eliteprogram.sk website, it adds the Service to the basket. The Client is subsequently directed to the www.pricelesslovakia.sk website, to pay for the selected Services solely using a Mastercard payment card. Immediately, upon conclusion of the contract between the Client and the Service Provider, the Client shall receive an email from AGP confirming payment, together with the conditions of the selected Service, which were stated in the accepted offer. In such a case, neither AGP nor Advenio shall bear any responsibility for any injury sustained by the Client because of medical unfitness or the dangerous nature of the Experience, while the Service is being used. The Client must assess all risks and danger individually before it purchases a voucher because participation in the Experience is at the Client's own risk.

Use of the Services indicated on the voucher may be subject to other terms and conditions of the Service Providers.

3. Price and payment method

Prices of services on the website are listed in CZK by default and always include an up-to-date relevant amount of VAT (value added tax); prices listed in other currencies are indicative and are based on the reference rate published by the AGP's bank (ČSOB).

Should a payment be made in a currency other than EUR, the price for the Service shall be deducted from the Client's account, in an amount corresponding to the current exchange rate of the bank used by the Client.

Bookings made on the website can be made only with Mastercard payment cards or through the Masterpass by Mastercard payment application.

4. Terms of payment

The Client must pay for the Service in advance and in accordance with the following conditions:

The payment can be made solely through the website platform and must be made in full, which is a condition of the contract. The price is final, and no other taxes and fees shall be applied.

5. Withdrawal from the contract and non-provision of Experience service

The Client may not withdraw from a contract arranged by AGP and Advenio with a third party, a Service Provider, under Provision No 1837(j) of the Civil Code, i.e. in relation to accommodation, transport, catering and leisure activities, in which the service provider supplies the Service at a specific date.

Should there be an insufficient number of participants, inclement weather, or other unforeseen circumstances, which are specified for each Experience, as a result of which the Experience cannot be provided, AGP shall refund the Client in full and send the amount to the account from which the Client sent the payment. The payment shall be refunded without undue delay from when such circumstances occur, within 10 business days after the date of the Experience at the latest. Such situations are considered a withdrawal from the contract by AGP and Advenio, with immediate effect.

6. Liability of AGP

- a. AGP and Advenio as intermediaries are not parties to the contract between the Client and third parties providing Experience services (Service Providers).
- b. AGP and Advenio shall accept no liability for any damage caused to the Client in relation to the supply of Services by the Service Provider or by a third party.
- c. AGP and Advenio shall accept no responsibility for guaranteeing the truthfulness, completeness and accuracy of the Service description and shall rely solely on information supplied by the service provider.
- d. AGP and Advenio cannot guarantee that the Services shall be provided to the Client nor that the Services will be provided in the form as agreed between the Client and the third party supplying the Service arranged by AGP and Advenio. AGP and Advenio shall accept no responsibility for any breach of the contract by third-party service providers.
- e. Any liability claims arising in connection with the Services, or as the case may be a defective performance, must be made by the Client against the third parties providing such Services.
Any disputes between the Client (Consumer), and the Supplier of the Experience may be settled out of court. In such an instance, the Consumer may refer to the Czech Trade Inspection Authority (<http://www.coi.cz>) and follow the procedure outlined on its website. In the Slovak Republic, the Consumer may refer to the Slovak Trade Inspection (<http://www.soi.sk>).
- f. AGP and Advenio shall accept no responsibility for the website content of third-party service providers, or for any breach of the rights of third parties, which such service providers could commit through their offers (intellectual property rights, moral rights, etc.).
- g. Upon request, AGP and in particular Advenio shall provide the necessary co-operation to resolve any complaints.
- h. The provision of Services may be in compliance with these General Terms and Conditions or with the specific terms and conditions of the Service Provider.

7. Final provisions

- a. These General Terms and Conditions, as well as the relationship between AGP and Advenio and the Client in terms of service provision are governed by and subject to the laws of the Czech Republic. **By concluding an agreement with AGP and Advenio, the Client confirms that it has read and understood the General Terms and Conditions and agrees with them.**
- b. If any of the provisions of these General Terms and Conditions becomes invalid, the remaining provisions shall not in any way be affected or impaired thereby.

8. Protection of personal data

Protection of personal data is governed by Regulation (EU) of the European Parliament and of the Council Regulation on the protection of natural persons with regard to the processing of data and on the free movement of such data, which entered into force on 25 May 2018, when this regulation applies to the processing of the personal data of Clients – natural persons. In accordance with this Regulation, AGP and Advenio process and store personal data collected during the process of ordering the Service, for the sole purpose of concluding and fulfilling the contract on the provision of the Experience, and not for marketing purposes. Personal data may be processed for an appropriate period of time and is securely processed in an electronic database. AGP and Advenio undertake that no personal data shall be provided to third parties unless doing so complies with the legal regulations.

These General Terms and Conditions are valid as of 1 June 2019.