

## **GENERAL TERMS AND CONDITIONS**

### **for using X-BIONIC®SPHERE a. s. gift cards**

These General Terms and Conditions for using X-BIONIC®SPHERE a. s. gift cards ("GTC") govern the rights and obligations of X-BIONIC®SPHERE a. s. gift card holders (as defined below) and **X-BIONIC®SPHERE a.s.**, with its registered office at Dubová 33/A, 931 01 Šamorín, Slovakia, Company ID: 46 640 134, registered in the Commercial Register of District Court Trnava, Section: Sa, File No. 10684/T ("XBS") as the issuer of the gift card and the owner of the gift card program, and which is also the provider of the service for using gift cards.

### **DEFINITION OF BASIC TERMS**

Gift Card: a plastic, non-rechargeable and non-personalised portable X-BIONIC®SPHERE a.s. card with a unique number and unique chip. A Gift Card is anonymous and is not connected to a specific person, is freely convertible and may be used repeatedly for payment Transactions at designated XBS payment devices until exhaustion of the full value of the pre-loaded credit or its current Balance so long as the Gift Card remains valid pursuant to Article 2 herein. A Gift Card is not a payment card and may not be exchanged for cash. There is no fee for issuing a Gift Card. Pursuant to Act 222/2004 on Value Added Tax, a Gift Card is designated as a multi-purpose gift card whereby, under §9a (5) of the VAT Act, the moment of taxable delivery is the moment specific goods are provided or services are rendered under such multi-purpose gift card.

Gift Card Holder: the person holding a Gift Card with Credit purchased from XBS at any XBS establishment or a person to whom a Gift Card is transferred under Subsection 7.1 herein. The Holder expresses their approval of the contents hereof and commits to comply herewith upon receipt of a Gift Card with purchased Credit / Balance.

Transaction: a non-cash payment for services / goods / transfer of funds to an X-CARD using a Gift Card; a Transaction is performed using a payment device at any selected XBS establishment in Slovakia as specified herein. A Transaction is not subject to any fee. Cash is not returned when completing a payment using a Gift Card.

Payment device: a card reader that allows a Transaction to be completed using a non-cash Gift Card.

Credit: funds preloaded on a Gift Card (equivalent funds) that the Gift Card Holder may only use to pay for specific services / goods / transfer of Credit to an X-CARD provided at any selected XBS establishment. The Credit on a Gift Card cannot be exchanged for cash. Funds in the form of pre-paid Credit on a Gift Card will not bear any interest;

Balance: any unused amount of pre-loaded Credit on a Gift Card. The Balance on a Gift Card cannot be exchanged for cash. Funds in the form of the Balance on a Gift Card will not bear any interest;

Gift Card Activation: the purchase of a Gift Card with Credit at any XBS reception desk or in the X-STORE shop in cash or by using a bank payment card. The Gift Card Holder receives a non-fiscal non-tax receipt as proof of purchase of the Credit and activation of the Gift Card pursuant to valid legislation, along with specification of the Balance on the Gift Card during Gift Card Activation. The minimum Credit that may be transferred to a Gift Card is EUR 20.00. Additional available Credit amounts on a Gift Card are EUR 50.00, EUR 100.00 and combinations thereof (multiples or sums), whereby the maximum financial value on a Gift Card / Credit amount is not limited.

Receiving a Gift Card: The Holder will receive their Gift Card immediately after payment of the amount equal to the selected Credit and its Activation.

### **VALIDITY OF A GIFT CARD AND CREDIT / BALANCE**

- 2.1 The validity of a Gift Card is limited in time to 2 (two) consecutive calendar years from its Activation and it automatically becomes invalid on the next calendar day after its expiration date. After the validity of a Gift Card Credit or Balance expires, it is not possible to refund or replace it with another payment. After

the validity of a Gift Card expires, the Gift Card can no longer be used and XBS is no longer responsible for any unused balance.

- 2.2 If the Credit Card Holder does not exhaust the Credit / current Balance on a Gift Card within two consecutive years of its Activation, he or she waives any entitlement to use the funds equivalent to the Credit / current Balance on the next calendar day thereafter. Title to the Credit / current Balance automatically transfers to XBS.
- 2.3 Gift Cards expire under the conditions specified in Article 0 herein. After the futile expiration of the period established by Subsection 12.1 herein, the Gift Card holder waives his or her entitlement to use the funds equivalent to the Credit / current Balance on the next calendar day. Title to the Credit / current Balance automatically transfers to XBS. At the moment of cancellation of a Gift Card under Subsection 12.2 herein, title to the Credit / current Balance likewise automatically transfers to XBS.

## **WAYS TO USE A GIFT CARD**

- 3.1 A Gift Card with Credit / Balance may be used to purchase goods and services at the following XBS establishments:

- x-bionic® power sphere
- x-bionic® aquatic sphere, including the snack bars
- x-bionic® wellness sphere
- X-BIONIC® HOTEL (x-bionic® private sphere, x-bionic® strato sphere, X-STORE shop)
- x-bionic® flavour sphere (Farrier's Restaurant, APANI®, Olym-Pick, X-Bar, Legends' Bar)
- x-bionic® family sphere (PlayFun children's play area, AdventureLand playground)
- Tuli® Cinema snack bar

(*"selected establishments"*).

- 3.2 At the selected establishments specified in Subsection 3.1 herein, a Gift Card may be used to purchase the following types of goods and services:

- entrance fees, services and goods at x-bionic® power sphere
- entrance fees and goods at x-bionic® aquatic sphere
- entrance fees, massages, procedures and goods at x-bionic® wellness sphere
- accommodations, services and goods at X-BIONIC® HOTEL
- services and goods at x-bionic® flavour sphere
- entrance fees and goods at x-bionic® family sphere
- goods at the Tuli® Cinema snack bar

(*"selected goods and services"*),

up to the amount of the Credit or the current Balance on the Gift Card within the validity period as specified in Article 0 herein. If a Holder is interested in using a Gift Card to purchase selected XBS goods / services, he or she must submit it at the designated location at the selected XBS establishment where purchases of selected goods and services provided at XBS are completed. At the moment the Holder purchases XBS goods / services using a Gift Card, the funds on his or her Gift Card is reduced by the equivalent price of the purchased goods / services at XBS in EUR per the currently valid price list for the selected establishment.

The gift card may only be used to pay for goods / services in an amount equal to or less than the Credit or current Balance on the Gift Card. If the price of the goods / service is lower than the funds (Credit / Balance) on the Gift Card, unused funds on the Gift Card remain for future use.

The transfer of Credit / Balance from the Gift Card to X-CARD is only possible in the amount equal to the value of the Gift Card, i.e. the total amount of funds on the Gift Card at the time of the transfer. The Credit / Balance on a Gift Card may only be transferred to an X-CARD when the Gift Card is valid.

- 3.3 A Gift Card cannot be used to:

- purchase tickets to Tuli® Cinema,

- pay entrance fees for a Family Sunday,
  - purchase goods in the X-BIONIC® clothing shop,
  - to pay for equestor® sphere goods and services,
  - and for events organised by third parties.
- 3.4 The Gift Card Holder agrees to the payment transaction upon its use, and such payment order for a non-cash transfer becomes irrevocable. XBS will accept such payment order. For every Gift Card payment, the Credit / Balance is reduced by the value of the Transaction, and the Holder receives a related tax receipt in exchange in accordance with valid legislation.
- 3.5 A Gift Card may not be used for any purpose other than for completing a Transaction as specified herein.

#### **INFORMATION ON THE CREDIT AND BALANCE ON A GIFT CARD**

- 4.1 After every Gift Card payment at XBS, the Holder receives a receipt per Subsection 3.2 herein showing the Balance on his or her Gift Card.
- 4.2 The Gift Card Holder may determine / check the Credit / Balance on demand at every selected XBS establishment, and by providing it and having it scanned by an XBS employee, who will then provide the Holder with details of the Credit / Balance on the Gift Card.
- 4.3 There is no fee for checking the Credit / Balance on the Gift Card.
- 4.4 Gift Card Holders are recommended to check their Balance after every Transaction and to check that this Balance matches the completed Transactions. Complaints involving incorrect Transactions (e.g. double payment) must be announced by the Gift Card Holder to XBS immediately upon their discovery and under the conditions defined herein. Complaints made later away from checkout will not be accepted. In the event of a valid complaint by a Gift Card Holder regarding erroneously executed Transactions, XBS will correct the amount of Credit / Balance on the Gift Card by cancelling the erroneously executed Transaction / part thereof and credit or deduct an amount from the Gift Card Credit / Balance corresponding to the relevant Transaction.

#### **RECHARGING GIFT CARDS AND GIFT CARDS WITH ZERO BALANCE**

- 5.1 A Gift Card cannot be topped up with Credit repeatedly.
- 5.2 XBS is entitled to keep a Gift Card with zero Credit / Balance. The Holder of a Gift Card with zero Credit / Balance is obliged to leave it at an XBS establishment immediately after the Transaction that exhausted the Credit / Balance.

#### **REVERSE TRANSFER OF DEPOSITED FUNDS**

- 6.1 The reverse transfer or payment of the funds on a Balance Card is not possible; exceptions are specified in Subsections 4.4 and 6.2 herein. XBS recommends carefully considering the amount of funds that the Gift Card Holder wants to load onto a Gift Card. Transferral of funds (Credit / Balance) from one Gift Card to another is not possible.
- 6.2 In the case of a legitimate complaint involving services provided by XBS / goods purchased from XBS where the Gift Card Holder used the Gift Card to pay for the goods / service involved in the complaint, the relevant complaint procedure at the specific establishment shall be used or as specified in generally binding legislation will be used and the funds for the goods / service involved in the complaint will be refunded without undue delay after the end of the complaint process in the corresponding amount:
- a. to the Holder on his or her Gift Card, or
  - b. if the Gift Card / Credit / Balance has expired under Article 0 herein, then such funds will be refunded to the Holder in another agreed manner.

## **GIFT CARD TRANSFERABILITY**

- 7.1 A Gift Card Holder may transfer a Gift Card to a third party. Such third party then becomes the Gift Card Holder as a result of such transfer and they shall enjoy all the rights and obligations of the Gift Card Holder as specified herein.

## **OBLIGATIONS AND RESPONSIBILITIES OF THE GIFT CARD HOLDER AND XBS**

### GIFT CARD HOLDER

- 8.1 A Gift Card Holder is obliged to follow the terms and conditions of purchase and use when using a Gift Card if so defined herein. The Gift Card Holder shall take all measures that may be reasonably expected of them after receiving the Gift Card and at all times they have the Gift Card to prevent its unauthorised use.
- 8.2 The Gift Card must be kept in a safe place and protected from physical damage. The Gift Card Holder is obliged to carefully store his or her Gift Card. Careful storage does not include the following:
- storing the Gift Card in such a way that allows third parties to access it without significant effort,
  - using the Gift Card for purposes other than Transactions as specified herein.
- 8.3 In the event of damage to the Gift Card for reasons that are demonstrably not dependent on the Holder, the Holder has the right to complain about such damage to XBS, together with the physical presentation of the damaged Gift Card in all instances; the damaged Gift Card must contain at least a unique number and/or a unique chip - the body of the Gift Card cannot be otherwise identified without this data. If such complaint is accepted, the Holder will be issued with a new Gift Card with the same amount of funds (Balance / Credit) as was available on the damaged Gift Card at the date of its presentation to XBS when it was no longer suitable for use, and with the same expiration period as the original, damaged Gift Card.
- The Holder is not authorised to file a complaint with XBS if a Gift Card is lost, stolen, otherwise misused or used by an unauthorised person, or in the event of the unauthorised misuse/use of the Credit / Balance on the Gift Card.

### XBS

- 8.4 Technical failures and other circumstances caused by force majeure may lead to a situation where the Gift Card Holder will not be able to perform a Transaction with the Gift Card, or the payment process will not be initiated and payment will not be made by XBS. XBS is not responsible for the impossibility of using the Gift Card for reasons beyond XBS' control.
- XBS is liable for damage caused to the Gift Card Holder by technical malfunctions, only if XBS culpably caused these malfunctions.
- 8.5 XBS is not liable to the Holder for any possible damages caused by the use of Gift Cards that were not caused by the actions of XBS.
- 8.6 A Gift Card is anonymous. XBS does not guarantee and is not responsible for the loss, theft, misuse or unauthorised use of the Gift Card, nor for unauthorised misuse / use of Credit / Balance on the Gift Card.
- 8.7 If the Holder is unable to use a Gift Card for the intended purpose as defined herein due to defects in the Gift Card itself, he or she may register a complaint related thereto in the complaint procedure as specified in Article 10 herein.

## **REPLACEMENT GIFT CARD**

- 9.1 XBS does not issue replacement Gift Cards, and only issues new Gift Cards per the provisions hereof.

## **SUGGESTIONS, QUESTIONS AND COMPLAINTS**

- 10.1 A Gift Card Holder may submit suggestions and questions:
- in writing, by post or delivered in person to the address of XBS or via email sent to: [giftcard@x-bionicsphere.com](mailto:giftcard@x-bionicsphere.com)
  - verbally at any selected XBS establishment.
- 10.2 If a Gift Card cannot be used for its purpose, i.e. to purchase goods/services or to transfer the Balance / Credit to an X-CARD, or if the Gift Card shows other signs of defects which were not caused by the Holder's own intentional or unintentional actions and at the same time were not caused by inappropriate or incorrect use of the Gift Card, the Holder is entitled to assert his or her legitimate complaint in the form of a Gift Card complaint.
- 10.3 A Holder may assert such complaint under the conditions hereof within the expiration period of the Gift Card or the Credit / Balance under Article 00 herein, in person, and in writing, at any relevant selected XBS establishment.
- 10.4 XBS will issue the Gift Card Holder confirmation of the receipt of such complaint at the time it is asserted.
- 10.5 XBS will resolve the complaint in writing within a period of 30 (thirty) days from the date of its receipt at the latest pursuant to the provisions of §18 of Act 250/2007 on Consumer Protection, as amended, and pursuant to the conditions specified herein (Subsections 4.4 , 6.2 and this article herein).
- 10.6 The Holder has the following rights when asserting a complaint:
- if concerning a defect that can be remedied, the Customer has the right to have it remedied free of charge, in a timely and proper manner. XBS is obliged to remedy the defect without undue delay. Instead of remedying a defect, the Holder may request the replacement of a Gift Card, provided that XBS does not incur disproportionate costs due to the severity of the defect. XBS has the right to provide the Holder with a new Gift Card instead of remedying the defect so long as this does not cause the Holder significant difficulties.
  - if it is a defect that cannot be remedied and which prevents the Gift Card from being properly used as a Gift Card without such defect, the Holder has the right to exchange the Gift Card or withdraw from the agreement. The same rights pertain to the Holder in the case of remediable defects, but the Holder cannot properly use the Gift Card due to the recurrence of the defect after remedy or due to a greater number of defects.
- 10.7 The Holder shall specify in his or her complaint which of his or her rights under Subsection 10.6 herein he or she is interested in asserting.

## **AUTHORISATION TO UNILATERALLY AMEND THE GTC**

- 11.1 XBS reserves the right at any time due to changes in legislation, XBS business strategy and / or pricing policy to unilaterally amend the GTC or to replace it with a new version. XBS shall notify the Holder of any amendment hereof by publishing a new version of the GTC on the website [www.x-bionicsphere.com](http://www.x-bionicsphere.com) no later than 14 days before the effective date of the new version. From the effective date of the new GTC, they will apply to all contractual relationships that are subject to them and that are in force on the effective date.

## **TERMINATION OF THE GIFT CARD PROGRAM (WITHDRAWAL FROM THE CONTRACT)**

- 12.1 XBS reserves the right at any time due to changes in legislation, XBS business strategy and / or pricing policy to end the Gift Card program with the obligation to ask the Gift Card Holders to use up the Credit / Balance within a period of no less than 30 calendar days, by publishing information on website [www.x-bionicsphere.com](http://www.x-bionicsphere.com) and its establishments and by providing cooperation for the purpose of transferring them to another still functioning product according to the current XBS offer.

- 12.2 XBS may cancel a Gift Card if the Holder acts in a demonstrably fraudulent manner (dealing with the Gift Card) or in violation of applicable legal regulations of the provisions hereof.

## **PERSONAL DATA PROTECTION POLICY**

- 13.1 Given that the Gift Card is anonymous during the processing of issuing and provision of this service, and is not bound to a specific person and is freely transferable, XBS does not process any personal data of a Gift Card Holder.
- 13.2 The above does not apply if the Gift Card Holder decides to assert rights related to liability for defects in a Gift Card in the form of a complaint. For the purposes of asserting a complaint, withdrawal from the contract, the assertion of rights related to liability for defects and compensation for damages ("Post-Contractual Obligations"), your personal data will be processed on the legal basis of a statutory obligation under Article 6 (1)(c) GDPR:
- name, surname, address, telephone number, e-mail address, unique Gift Card number and data provided when making a complaint.*
- 13.3 The provisioning of personal data under Subsection 13.2 herein constitutes the fulfilment of statutory requirements under which the Holder is obliged to provide us with such data. Possible consequences of not providing this data include the impossibility of fulfilling the obligations of XBS in terms of Post-Contractual Obligations resulting from both contractual provisions and legal regulations. The personal data retention period is the period starting from the date of assertion of the right to performance arising from the Contractual Obligation until the end of the provision of performance by XBS and any subsequent settlement of mutual performance.
- 13.4 The Gift Card Holder has the right to access personal data (Article 15 GDPR), the right to correction (Article 16 GDPR), the right to deletion (Article 17), the right to limit processing (Article 18 GDPR), the right to data portability (Article 20 GDPR), the right to object to processing (Article 21 GDPR), and the right to request a review of an individual decision based on the automated processing of personal data (Article 22 GDPR).
- 13.5 When processing a data subject's request exercising a right, we may ask the Holder for reliable identity verification, especially if he or she requests the exercising of his or her right in a way other than a written letter with a handwritten signature, via electronic mail with a reliable certified electronic signature, or in person at the registered office our company (e.g. in cases of common email requests or phone calls).
- 13.6 Each received request to exercise the data subject's right will be assessed individually and competently, while we will always inform the Gift Card Holder of the result within 30 days of receiving the request at the latest.
- 13.7 Please send all requests to exercise these rights to the Provider, as the personal data controller, at: [zodpovednaosoba@x-bionicsphere.com](mailto:zodpovednaosoba@x-bionicsphere.com).
- 13.8 Contact information for the data protection authority:

Personal Data Protection Office of the Slovak Republic  
Hraničná 12  
820 07 Bratislava  
+421 /2/ 3231 3214  
[statny.dozor@pdp.gov.sk](mailto:statny.dozor@pdp.gov.sk)

## **FINAL PROVISIONS**

- 14.1 The Holder acknowledges that the physical form of the Gift Card and any element thereof are subject to legal protection and protection under the Copyright Act. Any depiction of a Gift Card or the logo on it may only be copied and disseminated on the basis of the prior written approval of XBS.

- 14.2 Legal arrangements not stipulated herein are governed by relevant generally binding Slovak legislation, amendment thereof is accomplished in the manner specified herein.
- 14.3 Any disputes related to the legal relationships established hereunder or in relation hereto, including disputes as to the validity, interpretation and termination of the contract and / or hereof that are not resolved upon mutual agreement shall be submitted for resolution to the materially and locally relevant Slovak court.
- Within dispute resolution, consumers may contact an alternative dispute resolution entity, which is the Slovak Trade Inspection authority in the cases stipulated herein. Consumers are also authorised to resolve disputes using the online alternative dispute resolution system at: <http://ec.europa.eu/odr>
- 14.4 At the moment the Gift Card Holder receives the Gift Card with purchased Credit, he or she affirms that he or she has reviewed the conditions for the issuing and use of the Gift Card as defined herein and commit to unconditionally comply with these conditions. At the moment the Gift Card Holder transfers the Gift Card pursuant to Subsection 7.1 herein, he or she affirms they he or she has reviewed the conditions for the issuing and use of the Gift Card as defined herein and commits to unconditionally comply with these conditions.
- 14.5 These General Terms and Conditions take effect on 23 August 2022.

#### **SUPERVISING AUTHORITY:**

The supervising authority for the Provider is:

Slovak Trade Inspectorate for the Bratislava Region  
Surveillance Department  
Prievozská 32, P.O. Box 5  
820 07 Bratislava 27  
Slovak Republic

Location: Šamorín, Slovakia  
Date: 22 August 2022

X-BIONIC® SPHERE a.s.  
Ing. Michal Kraus, PhD. - Deputy Chairman of the Board of Directors  
Patrik Danek - Member of the Board of Directors

Annex: Complaint Form



**COMPLAINT FORM - complaint number: .....**

Gift Card Holder:

Gift Card Holder:

X-BIONIC®SPHERE a.s.

Name / business name: .....

Registered office: Dubová 33/A,

931 01 Šamorín

Permanent residence / Registered office: .....

Company ID: 46,640,134

Company ID: .....

Tax ID: 2023504054

VAT ID number: SK2023504054

giftcard@x-bionicsphere.com

Phone: .....

Email: .....

**I hereby submit the following complaint for a Gift Card purchased at the X-BIONIC®SPHERE a.s. establishment**

**Description of the defect, subject of the complaint, Gift Card number.....**

.....

.....

.....

**Annexes: .....**

I request my complaint be resolved as follows: (please cross out any that are not appropriate)

- repair the faulty Gift Card,
- issuance of a new Gift Card with the same amount of funds (Balance / Credit) and validity as the Gift Card involved in the complaint.
- in the event of an irreparable defect or a recurring defect, withdrawal from the contract.

By signing below, the Gift Card Holder confirms that he or she was instructed of his or her rights under §622 and §623 of Act 40/1964, the Civil Code, as amended, by the owner of the Gift Card.

By signing below, the Gift Card Holder confirms he or she has reviewed the Personal Data Protection Policy of X-BIONIC®SPHERE a.s., which is part of the General Terms and Condition for Using X-BIONIC®SPHERE a. s. Gift Cards.

In .....

Dated .....

Signature:

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Given the above information, your complaint was received on behalf of X-BIONIC®SPHERE.

In .....

Dated .....

Signature:

**COMPLETED BY THE GIFT CARD HOLDER**

Complaint No.: ..... was resolved as follows:

Honoured as follows: .....

Not honoured – justification: .....  
.....  
.....

The complaint was resolved on: .....

The complaint was resolved by / name, phone, email: .....

If the complaint was rejected, you may contact an expert / authorised entity registered in the List of Authorised Entities maintained by the Office for Standardisation, Metrology and Testing / or another person determined by the Gift Card owner for a professional review and assessment.

Complaint number: .....

Stamp and signature: .....

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Received by the Gift Card Holder:

In ..... Dated ..... Signature:

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