

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS AND GOODS AT THE LJUBLJANA CASTLE PUBLIC INSTITUTION

### I. GENERAL

#### Article 1 (Introductory Provision)

The General Terms and Conditions of the Ljubljana Castle (hereinafter: General Conditions) govern the rights and obligations between the Buyer and the Seller in the conclusion of contracts governing the sale of tickets.

The Buyer is bound by the General Conditions valid at the time of purchase. Any disputes arising shall be resolved by the competent court having jurisdiction in Ljubljana.

#### Article 2 (Terminology Used)

The Ljubljana Castle may be represented in these General Conditions as:

- a seller of tickets or goods at points of sale;
- an organiser of an event/performance;
- a co-organiser of an event/performance;
- an intermediary in the case that it sells tickets for an event/performance for which the organiser is a third party.

Organiser: the event organiser may also be a third person, in the case that the event/performance takes place on the premises of the Ljubljana Castle.

Buyer: a person who purchases a ticket or goods at Ljubljana Castle sales points.

Purchase: an exchange of goods/services for payment.

Contractual Relationship: the purchase of tickets or goods constitutes the beginning of a contractual relationship between the Buyer and the Seller.

In these General Conditions, Programski atelje A&Z d.o.o. acts as:

- a provider of technological support in issuing tickets;
- a provider with regard to sales via the sales network [mojekarte.si](http://mojekarte.si).

Written Order: the ordering of tickets via email for legal entities (tourist agencies).

#### Article 3 (Ljubljana Castle Public Institution Data)

**Javni zavod Ljubljanski grad** (Ljubljana Castle Public Institution)

Seat: Grajska planota 1,

Address: p. p. 72 , SI-1001 Ljubljana,

Slovenia, EU

Tax No.: SI82858632

Registration No.: 3887359

Javni zavod Ljubljanski grad is entered in the court register at the District Court in Ljubljana: registration number SRG 2011/1361.

## II. SALES POINTS FOR TICKETS AND FUNICULAR TICKETS AT THE LJUBLJANA CASTLE

### Article 4 (Sales Points)

- Entrance Pavilion
- Lower funicular station
- Viewing Tower
- Hostel Celica (Metelkova 8)
- Payment machine at the upper funicular station
- Internet sales (<https://www.ljubljanskigrad.si/sl/nakup-vstopnic/>)

### Article 5 (Means of Payment)

At Ljubljana Castle sales points, it is possible to pay:

- in cash (EUR);
- with payment and credit cards (MasterCard, Visa, Visa-Electron, BA, Karanta, Maestro, Diners and American Express);
- with the single city card Urbana;
- with the Ljubljana tourist card Urbana;
- with a purchase order/voucher;
- the exception is the payment machine at the upper funicular station, where it is only possible to pay with cash.

### Article 6 (Authorised Sales Points)

For the sale of tickets for some events, sales outlets of the sales network [mojekarte.si](http://mojekarte.si) serve as an intermediary: Alpetour, Petrol, Kiosk Delo Prodaja, Kompas, Kompas Postojna d.o.o., Last minute center, Logo service stations, M holidays branches, OMV service stations with Multi točka, TIC, Trafike 3DVA and individual sales points listed on: <https://www.mojekarte.si/si/prodajna-mesta.html>).

#### Article 7

##### (Gift Vouchers)

Gift vouchers can be purchased at the following sales points: the Entrance Pavilion and the Lower Funicular Station. Gift vouchers are not based on a monetary value; buyers must specify which tickets they want to buy at the time of purchase. Gift vouchers are valid for 6 months from the date of purchase, or until the date on which relevant service is performed.

#### Article 8

##### (Reservation of Tickets)

It is not possible to reserve tickets.

#### Article 9

##### (Validity of Tickets)

Tickets for visiting the Ljubljana Castle and events, as well as tickets for the funicular railway, are valid for 6 months from the date of purchase.

A single ticket is valid only for one-time entry or a single journey on the funicular.

#### Article 10

##### (Complaint Procedure)

The Buyer shall submit a complaint in writing to the email address [trzenje@ljubljangrad.si](mailto:trzenje@ljubljangrad.si) or by registered letter to the following address: Javni zavod Ljubljanski grad, Grajska planota 1, p. p. 72, 1001 Ljubljana, for Marketing. In the complaint, the Buyer must provide his/her contact details (name and surname, address, phone number or email address) and an exact description of the event/complaint.

The Seller undertakes to treat all complaints seriously and to make every effort to find a satisfactory solution for all parties involved. Complaints shall be dealt with by the Seller within eight (8) days of the receipt of the written complaint from the Buyer. Within this period, the Seller is obliged to provide the Buyer with a written or verbal response to the submitted complaint.

#### Article 11

(Claims Regarding Tickets)

Pursuant to Article 43.a of the Consumer Protection Act, the consumer does not have the right to withdraw from a contract for leisure services in which the company undertakes to fulfil its obligation on a specific date or within a specified period.

Written ticket orders are possible for legal entities (tourist agencies) and are binding.

Tickets purchased via the Internet portal of the Seller or its authorised sales points cannot be returned with a demand for a refund of the purchase price.

In the event of unforeseen circumstances, the Seller shall notify the Buyer within eight (8) days regarding the possibilities for refunding the purchase price, or the refund of the purchase price shall be undertaken by the Seller on behalf of the Organiser.

In some cases, the Seller is only an intermediary in the sale of tickets and is not responsible for refunding the purchase price of tickets. The Seller shall nonetheless make every effort to ensure that the Organiser provides a refund.

In the case of cancellation of an event by the Seller or Organiser, Buyers can return purchased undamaged tickets in person within thirty (30) days to:

- A: Ljubljana Castle sales points, in the case that the Ljubljana Castle is the organiser (dances, concerts, exhibitions);
- B: Ljubljana Castle sales points, in the case that the Ljubljana Castle is a co-organiser (e.g., Film under the Stars);
- C: sales points of the Organiser, in the case that the Ljubljana Castle is an intermediary in sales (third party; e.g., Comedy under the Stars).

On payment of a refund, the tickets become invalid.

When the Ljubljana Castle acts as the organiser or co-organiser of an event/performance, it is not obliged to inform the Buyer of any legitimate changes in the ensemble or performance. The right to make such changes is reserved by the organiser.

In the case that the Ljubljana Castle is an intermediary and the organiser is a third party, the Buyer is obliged to monitor changes published on the website of the event/performance organiser and in other public media. In the case of cancellation of the event, a change in the date of the event, or changes in the programme, any additional costs that may be incurred by the Buyer (e.g., travel expenses, hotels, sales point costs) shall not be reimbursed.

In the event of lost or stolen tickets, the Buyer shall not be entitled to reimbursement of costs, exchange or replacement tickets.

It is the obligation of the Buyer to verify the validity of the date, time and location of the event for which the ticket has been purchased. Upon receipt of the ticket, the Buyer is obliged to immediately check the ticket and to report any errors in the ticket printout (such as incorrect statement of the event, the date, time and location of the event, or incorrect statement of the selected seat) to the Seller as soon as the error is detected.

The Seller shall not refund the purchase price of purchased tickets for the funicular railway, except in the event of a malfunction of the funicular railway, in which case the purchase price for the ticket for the funicular railway shall be returned until such time as a replacement service has been established.

### III. CASTLE SHOP

#### Article 12 (Sales Products)

Products can only be exchanged by submitting the original invoice to the Castle Shop. The product must be undamaged and in its original packaging. Cash refunds are not possible. The right to the refund of the purchase price in the case of claiming a warranty and material defects is precisely regulated by the provisions of the Consumer Protection Act.

### IV. ONLINE SALES

#### Article 13 (General Terms Regarding Online Sales)

The Buyer is bound by the General Conditions that are valid at the time of the purchase (submission of the online order). The Buyer is notified of the General Conditions on the submission of each order, and by submitting the order confirms his/her acquaintance with the these conditions. The General Conditions are also available at the address of the Seller in printed form and with a marked date of change. The Seller reserves the right to change the General Conditions. However, in the mutual relationship between the Seller and the Buyer, the General Conditions valid at the time of purchase shall be regarded as the applicable conditions.

The Seller shall use the data obtained exclusively for the purposes specified in Article 26 of the General Conditions.

**Instructions for registration:** For online purchases, the Buyer needs a username and password. The username is the email address at which the Buyer also receives confirmation of registration and notification of all successfully completed purchases. The Buyer must register prior to the first online purchase. If during registration the Buyer opts to receive electronic notifications,

his/her email address shall also be used to send messages about new products and sales promotions. When registering a new username for the first time, the Buyer creates a password him/herself and completes the required information in the user profile.

Server support for the uninterrupted operation of the online store and sales points of the Seller is provided by A & Z Software Studio d.o.o. (<http://www.dragonticketing.com>).

Sensitive data is transmitted on a secure SSL connection, which ensures secure and carefree online shopping.

Payments with payment and credit cards are carried out through the Banka Koper system (Intesa Sanpaolo Bank). The uninterrupted functioning of the NLB Klik system is enabled by NLB d.d., ABAnet – Abanka, Moneta – Mobitel, A1. The processing of some online payments is carried out by the company A & Z d.o.o. – [mojekarte.si](http://mojekarte.si). In the bank statement of the Buyer, the transaction will be registered with the name [mojekarte](http://mojekarte.si).

Purchase certificates/vouchers are stored in a PDF file. In order to access this file, Adobe Reader 7.0 or later should be installed on the computer.

#### Article 14

##### (Access to Information Prior to Concluding the Contract)

The Seller undertakes to provide the Buyer with the following information prior to being bound by the contract or offer:

- the main characteristics of the service;
- the name of the company, the address of the company's head office, and the company's telephone number;
- the final price of the service, including taxes;
- the payment terms;
- the General Conditions, which are published on the Seller's website (the Seller shall not enable the purchase until the Buyer has confirmed his/her acquaintance with the General Conditions).

#### Article 15

##### (Means of Payment)

The complete list of payment methods available through the Seller's online purchase facility includes:

- Payment and credit cards (MasterCard, Visa, Visa-Electron, Activa (smart card), Activa MasterCard (smart card)). For payment using smart cards, the Buyer requires a reader for online purchases, which is issued by the bank;

- Moneta (subscribers of Mobitel, Debitel and A1 have a limit for monthly purchases, the Buyer can verify the amount of the limit with the Moneta service provider).

When paying with payment and credit cards, in addition to the basic information on the card (card number, validity and CVC code), the customer must also enter the cardholder's date of birth and tax number during the payment process. The CVC code is the last 3- or 4-digit number on the back of the bank card on the panel used for the cardholder's signature.

**WARNING:** When paying with payment and credit cards, payment is executed on the bank website. All payment terms and security protocols are determined and performed by the individual bank. The means of payment are determined and indicated during the purchasing process.

#### Article 16 (Status of Purchases)

In the "My Purchases" section, the Buyer (upon prior registration) can verify the state of his/her purchases. The review contains all successfully completed transactions and includes the names of events, the dates of purchases, and other purchase information.

In the case that the Buyer has multiple usernames (registered under different email addresses), s/he should, when verifying the purchases, pay attention to which username is in use and which online store s/he is logged on to, as the transactions are linked to the username.

#### Article 17 (Exchange of Certificates (Vouchers) for Tickets)

When purchasing a castle ticket or a ticket to Film under the Stars on the Seller's portal, the Buyer receives a print@home ticket that does not need to be exchanged at the cash desk. When purchasing other tickets on the Seller's portal, the Buyer receives a certificate of purchase (voucher) that must be exchanged for tickets. The Buyer can only exchange the certificate of purchase (voucher) at the sales point cash desks of the Seller, which are listed in Article 4 of these General Conditions.

#### Article 18 (Ticket Security)

Tickets must not be misused, copied or altered. Vouchers/certificates of purchase must not be copied or forwarded. A single ticket is valid only for the first entry to the event/performance, which means that only the first ticket accepted with its identification is valid. Any subsequent tickets with the same identification are automatically invalid. By using an authorised ticket, the Buyer accepts the General Conditions of the Organiser of the event and the rules of the institution at which the event is taking place.

Article 19  
(Errors During Purchase)

In the event that the browser issues an error message during the purchase, or if other obvious problems arise during the purchase, the Buyer must first check the purchase status in the “My Purchases” section before attempting to resubmit the order. If a confirmation is not recorded for the desired event, the transaction has not been executed. In the case that the purchase is recorded in the “My Purchases” section, the purchase has been successful. The Seller is not responsible for consequences arising from failure to comply with the clause regarding purchase verification in the “My Purchases” section.

Article 20  
(Complaint Procedure)

The complaint procedure is defined in Article 10 of the General Terms and Conditions for the Purchase of Tickets and Goods and shall apply mutatis mutandis to online sales.

Article 21  
(Online Ticket Purchase is Irrevocable)

Prior to clicking “Payment”, the Buyer is obliged to carefully check all of the purchase information (date and amount of purchase, event, title of the performance, number of seats, etc.). In the last window prior to payment, it is still possible to change any of the details of the purchase: event, date, time, seat, number of seats, etc. After purchasing the tickets, which on the online store is executed immediately after clicking on “Payment”, changes to the purchase or withdrawals from the purchase are no longer possible.

Article 22  
(Other)

The period of validity of the offer is determined by the Seller, as are the prices, which are valid until revocation. The party registered for VAT with regard to the organisation of the event is the Seller. The party registered for VAT with regard to the ticketing service is the Seller. A list of transactions is stored electronically at the Seller.

Article 23  
(Statement on the Protection of Personal Data)



The Seller undertakes sales on its own behalf and for its own account.

The Seller guarantees privacy. The Privacy Statement specifies how personal information is used on the Seller's website.

The policy of the online store is in compliance with the Personal Data Protection Act (ZVOP-1, Official Gazette of the Republic of Slovenia No. 86/2004, 113/2005).

#### Article 24 (Rights of the Buyer)

The Buyer whose personal data are collected has the right to correct inaccurate personal data, the right to supplement incomplete personal data, the right to access personal data relating to him/her, and the right to restrict processing in accordance with the General Data Protection Regulation (EU Regulation 2016/679).

The Buyer has the right to deletion (i.e., the right to forget), which means that s/he has the right to ensure that the Seller erases personal data relating to him/her without undue delay when one of the following reasons applies:

- the personal data are no longer necessary for the purpose defined in Article 26 of the General Conditions;
- the Buyer withdraws the declaration from Article 22 of the General Conditions;
- the Buyer objects to the processing of personal data;
- the personal data have been processed unlawfully;
- the personal data must be deleted in order to fulfil a legal obligation in accordance with EU law or ZVOP-1.

The Buyer has the right to receive personal the data relating to him/her that s/he has forwarded to the Seller in a structured, generally usable and machine-readable form, and the right to forward such data to another administrator (i.e., the right to data transferability).

In the event of a violation of the protection of personal data, the Seller shall, in cases where it is likely that the infringement represents a significant risk to the rights and freedoms of the Buyer, inform the Buyer without undue delay that there has been a violation of the protection of his/her personal data.

Article 10 of the General Conditions defining the complaint procedure shall apply mutatis mutandis to the procedure for exercising the rights of the Buyer under this Article.

The procedure for exercising the rights of the Buyer pursuant to this Article is governed by the information on the website <https://shop.ljubljanskigrad.si/si/prijavite-se.html> .

The procedure is as follows:

- sign in to the online shop;
- to access the history of changes, transfer your information or close the account, select "General Data Protection Regulation" on the right hand side below My Account;

- to correct inaccurate personal data, or to update and access these data, select “Edit Personal Data” on the right hand side below My Account.

The Ljubljana Castle Public Institution undertakes to take your request into consideration within 15 days of receipt of the request, and to take all necessary measures. The Ljubljana Castle Public Institution will notify you in writing about the measures taken within the following 5 days. In the event that as your request is rejected, you will be notified of the reasons for the rejection.

#### Article 25 (Collection of Personal Data)

Personal data is collected upon registration of the Buyer on the online store of the Seller. In the event that the Buyer wants to purchase tickets through the Seller’s website, s/he must become a registered user with a username (email address) and password (created by the user at his/her discretion).

The personal data collected by the Seller may include the name and surname of the Buyer, as well as his/her address, contact information, date of birth and gender. In the case of legal entities, the personal data collected may also include the name of the company or organisation and the relevant data (address, tax number, responsible person), email address and telephone number.

Information about the Buyer’s visit may also be collected on this website, such as: the name of the internet service provider and the IP address through which the Buyer accesses the Internet; the date and time of access to the website; other websites accessed by the Buyer while on this website; and the internet address of the website from which the buyer came directly to the Seller’s site. This data is collected in order to improve the website, to analyse trends and to undertake administration.

#### Article 26 (Use of Personal Data)

Personal data collected through the Seller’s online store is used for the operation of the website and for the provision of the services, i.e., the execution of the transactions that the Buyer has requested or agreed to.

The Seller uses the Buyer’s personal information:

- to provide better and more efficient customer service;
- to improve the functioning of the online store and the offer of services, and to follow trends in the development of information technology;
- to make the website more user-friendly for the Buyer with the implementation of the latest tools for online trading;
- to inform the buyer of important information about new products and sales promotions and notifications from organisers;

- to undertake research (the Seller uses website visit information to calculate statistics using the Google Analytics web tool).

If the Buyer registers for news when registering on the Seller's online store, the Seller uses technology that indicates that s/he has clicked on a link that was listed in an email. This information can be combined with the personal data of the Buyer with the intention of providing him/her with more specialised emails or information. Each email contains a link that allows the Buyer to stop receiving such emails.

#### Article 27 (Protection of Personal Data)

The Seller shall not provide personal data to third parties without the consent of the Buyer. The Seller ensures the protection of personal data. The Seller uses a variety of technologies and procedures that help protect the Buyer's personal data from unauthorised access, use or disclosure. Personal data provided by the customer is stored on servers to which only authorised persons have access and which are located in secure premises. When a customer provides sensitive data or information (such as a credit card number) over the Internet, it is located on the bank's website or on a processor for executing payment on which encryption is used, the SSL (Security Socket Layer) protocol.

#### Article 28 (Use of Cookies)

When the Buyer visits the website for the first time, a cookie is stored on his/her computer (if the browser is configured to receive cookies). If the Buyer has already visited the website, the web server reads the cookie stored on his/her computer. One of the purposes of using cookies is to collect statistics about the website's traffic, as described above. Cookies cannot be used to run programs or to transfer viruses to the Buyer's computer.

The Seller also uses cookies to collect information about which links the Buyer clicks. This information is used by the Seller to determine whether it is really sending information to the Buyer that s/he wants to read. Such information is collected in an aggregate form and is not associated with the personal data of the Buyer.

The Seller collects the following information about the Buyer:

- IP address, browser version (user agent), time, address of the visited page (URL), the page from which the Buyer came to the visited page (referrer) – if this information is transmitted (data on the Buyer's action is recorded in the journal for that day);

- the email address required for registration (The data is stored permanently. The Buyer can delete the aforementioned data, in which case the Buyer's account is permanently and irretrievably deactivated. Deactivation of the Buyer's account means that the Buyer can no longer participate on the Seller's portal);
- data provided by the Buyer to his/her profile;
- data about viewing events, in order to ensure the functionality of tagged content reading, topic marker, unique user tag, viewing time (The data is stored for up to a maximum of one year from the event. All data on viewing topics other than the last view is periodically deleted).

At the beginning of the session, the Seller assigns the Buyer a session cookie in order to customise the user experience (the data is stored until the Buyer closes the browser).

The Seller assigns the Buyer a persistent cookie for his/her unique identification (the data is stored permanently, or until the Buyer clears cookies from the browser or turns off the automatic login in his/her profile).

For Buyers who use a third-party login service in conjunction with the account, the Seller stores a unique identifier supplied by the service providers (the data is stored permanently or until the Buyer deletes the link in his/her profile or until the Buyer disables the link on the website of the third party).

The Seller uses Google Analytics to maintain website visit statistics (data is stored permanently).

The Seller shall take all reasonable steps to ensure that data not published by the Buyer shall not be accessible to third parties and the public.

The data referred to in the preceding paragraph shall be disclosed only in the event that an obligation to do so is specified by the law or if, in good faith, such disclosure is necessary:

- for proceedings before courts or other state organs;
- in order to protect and defend the Seller's rights or property.

## V. FINAL PROVISIONS

### Article 29 (Changes to the General Conditions)

The Seller reserves the right to change these General Conditions at any time. In so doing, the Seller will always inform the Buyer of a substantive change to the General Conditions by posting the change on the home page of its website.

Article 30  
(Responsibility)

The information published on the Seller's website is of an exclusively informative nature. The Seller assumes no responsibility for the information to be complete, correct in terms of content, or current. Photographs, multimedia content, documents and descriptions do not guarantee the actual characteristics of an event.

Ljubljana, 30. November 2018