

GENERAL TERMS AND CONDITIONS

on Sponsorship of Grapevines of the Castle Vineyard of the Ljubljana Castle

INTRODUCTORY PROVISIONS

Article 1

The Ljubljana Castle Public Institute operates in accordance with its activities, which include the activity of winegrowing and winemaking.

These General Terms and Conditions determine the conditions of sponsorship of the grapevines of the Ljubljana Castle Public Institute (hereinafter: the Grapevines).

Article 2

The purpose of sponsorship of the Grapevines:

- to provide a permanent source of funding for the operation and promotion of the Castle Vineyard;
- to establish and expand an awareness of the fact that Ljubljana is the bearer of a "Place of Vine and Wine", as conferred in 1987 by the international organisation OIV – Organisation Internationale de la Vigne et du Vin – from Paris;
- to spread wine culture.

Article 3

Sponsorship of the Grapevines represents a commitment to co-finance the development and existence of the Castle Vineyard in the form of sponsorship payments in exchange for labelling the Grapevine with the name of the sponsor, and for the possibility for the sponsor to participate in events related to the Castle Vineyard, as defined by these General Terms and Conditions.

Sponsorship of the Grapevines is concluded with the signing of a sponsorship contract between the Ljubljana Castle Public Institute and the sponsor (hereinafter: the Sponsorship Contract).

EXECUTION OF SPONSORSHIP

Article 4

The Sponsorship Contract can be concluded for one or more Grapevines:

- for a fixed period of 1 year;
- for a fixed period of 3 years;
- for an indefinite period (permanent sponsorship).

The Sponsorship Contract can be terminated at any time with the mutual consent of both contracting parties.

The number of Grapevines for which the Sponsorship Contract is concluded is mutually agreed by the sponsor and the Ljubljana Castle Public Institute in the Sponsorship Contract.

Article 5

The sponsor is obliged to pay a sponsorship payment annually for each Grapevine s/he has agreed to sponsor.

In the event that the sponsor fails to pay the sponsorship fee even after 3 (three) written reminders, the sponsorship contract shall cease to be valid.

Each pricelist of annual sponsorship payments forms an annex to these General Terms and Conditions. The pricelist of sponsorship is determined by the Ljubljana Castle Public Institute.

a) Sponsorship for a fixed period of one year

In the case of sponsorship for a fixed period of one year, the amount of the sponsor's payment shall be determined in the Sponsorship Contract in relation to the respective valid prices. The amount of sponsorship for a fixed period of one year shall be paid within 8 (eight) days of signing the Sponsorship Contract.

b) Sponsorship for a fixed period of three years

In the case of sponsorship for a fixed period of three years, the amount of the sponsor's payment for the first year shall be determined in the Sponsorship Contract in relation to the respective valid prices. The amount of sponsorship for the first year shall be paid within 8 (eight) days of signing the Sponsorship Contract. For each subsequent year, payment shall be made on the basis of an invoice issued by the Ljubljana Castle Public Institute on the basis of the valid pricelist.

c) Sponsorship for an indefinite period

In the case of sponsorship for an indefinite period, the amount of sponsorship payment for the first year shall be determined in the Sponsorship Contract in relation to the respective valid prices. The amount of sponsorship for the first year shall be paid within 8 (eight) days of signing the Sponsorship Contract. For each subsequent year, payment shall be made on the basis of an invoice issued by the Ljubljana Castle Public Institute on the basis of the valid pricelist.

In the event that the Ljubljana Castle Public Institute changes the price of the sponsorship payment, a sponsor for a fixed period of three years and a sponsor for an indefinite period may withdraw from the Sponsorship Contract within 15 (fifteen) days of notification of the change in price.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Article 6

Rights:

The sponsor has:

- the right to label the Grapevine for which the sponsorship donation has been paid, in the form of a nameplate with the following data: the type and serial number of the vine, the name of the sponsor and the duration of the sponsorship;
- the right to view the vineyard on each organised viewing (guided tours);
- the right to participate in the harvest;

- in the case of permanent sponsorship of a minimum of five Grapevines, the possibility of using a limited space in the Castle Wine Cellar free of charge for a gathering for their own purpose (1 gathering per year upon prior arrangement with the Ljubljana Castle Public Institute).
- the number of bottles of wine that the sponsor is entitled to receive is as follows:

Number of vines	Number of bottles of wine according to the variety of wine
1-5 vines	1 bottle
6-10 vines	2 bottles
11-20 vines	3 bottles
21-35 vines	4 bottles
36 or more vines	5 bottles

In the case that the Agricultural Institute of Slovenia, which is the official custodian of the Castle Vineyard, determines that the vintage is poor, each sponsor shall receive one bottle of wine, irrespective of the number of vines sponsored.

Obligations:

The sponsor must:

- pay the sponsorship payment for the first year of sponsorship within 8 (eight) days of the signing of the sponsorship contract;
- pay the sponsorship payment for each subsequent year (in the case of sponsorship for a fixed period of three years or sponsorship for an indefinite period) on the basis of an invoice issued by the Ljubljana Castle Public Institute;
- communicate any changes of address and other sponsor data within 15 (fifteen) days of the change occurring.

RIGHTS AND OBLIGATIONS OF THE LJUBLJANA CASTLE PUBLIC INSTITUTE

Article 7

Rights:

The Ljubljana Castle Public Institute has:

- the right to decide on who can and who cannot be a sponsor of the Castle Grapevines, without additional justification and without the possibility of appeal on the part of potential sponsors.

Obligations:

The Ljubljana Castle Public Institute must:

- organise the event of the city harvest as well as a subsequent gathering with representatives of the Municipality of Ljubljana, representatives of the Ljubljana Castle Public Institute, all of the sponsors, the interested public, and representatives of public media;
- keep a public register of the sponsorship of the Castle Vineyard;
- respect all positive legislation in the field of viticulture and wine production.

PUBLIC REGISTER OF THE SPONSORSHIP OF THE CASTLE VINEYARD

Article 8

The Ljubljana Castle Public Institute has a legitimate interest in establishing a public register of sponsorship of the Castle Vineyard and in protecting personal data for the purpose of ensuring the principle of transparency and of keeping records of the sponsorship of the Castle Vineyard. The public register shall be accessible at all times at the official seat of the Ljubljana Castle Public Institute

In the Register of Sponsors of the Castle Vineyard, the Ljubljana Castle Public Institute shall enter data regarding the sponsorship of the Castle Vineyard; specifically, the first name, surname and address of the sponsor, information on the number of vines sponsored by the sponsor, the date of the conclusion of the Sponsorship Contract, and the email address and telephone number of the sponsor.

The Ljubljana Castle Public Institute shall not transfer the personal data of sponsors as determined in the previous paragraph to other legal or natural persons, and shall retain the data as archival material.

Entry of the sponsor into the public register shall be carried out by an authorised person on the signing of the Sponsorship Contract. At the request of the sponsor, the authorised person shall correct, supplement or modify the personal data of the sponsor and give him/her access to personal data from the public register of sponsors.

The data referred to in the second paragraph of this Article shall be publicly accessible until the end of the validity of the Sponsorship Contract. After the expiration of the validity of the Sponsorship Contract, the Ljubljana Castle Public Institute shall retain the data referred to in the second paragraph of this Article as archival material. Individuals shall be able to access this data at their explicit request and on demonstrating legal interest.

The Ljubljana Castle Public Institute undertakes to immediately record any changes in data communicated by the sponsor in accordance with Article 6 of these General Terms and Conditions in the Register of Sponsors of the Castle Vineyard.

LABELLING OF THE CASTLE GRAPEVINE

Article 9

With the consent of the sponsor, the Ljubljana Castle Public Institute shall label the Grapevine for which the sponsor has paid a sponsorship donation, in the form of a nameplate with the data: the type and serial number of the vine, the name of the sponsor and the duration of the sponsorship.

The consent or Declaration of the sponsor forms an annex to the Sponsorship Contract. This consent is valid until the end of the Sponsorship Contract or until the consent is revoked. The sponsor may at any time revoke his/her consent with a written request to the authorised person.

PROTECTION OF THE PERSONAL DATA OF THE SPONSOR

Article 10

The Ljubljana Castle Public Institute shall protect the personal data of the sponsor in accordance with the applicable Personal Data Protection Act and the General Data Protection Regulation.

The Ljubljana Castle Public Institute undertakes to ensure that the personal data of the sponsor shall only be accessible to authorised persons, that the personal data of the sponsor shall not be forwarded to other legal or natural persons without the explicit agreement of the sponsor, and that the sponsor is guaranteed all of the rights pursuant to the protection of personal data; specifically, the rights of access, correction and deletion, the right to processing restrictions, the right to objection to processing, and the right to data transferability. The sponsor also has the right to lodge a complaint with the Information Commissioner.

TRANSITIONAL PROVISIONS

Article 11

These General Terms and Conditions enter in force on the date of signing by the responsible person of the Ljubljana Castle Public Institute and are valid from 1 April 2024.

On the day of the entry into force of these General Terms and Conditions, the previous General Terms and Conditions on Sponsorship of Grapevines of the Castle Vineyard of the Ljubljana Castle, number 01-01/2021, dated 22 February 2021, shall cease to apply.

The pricelist and the Register of Sponsors form an integral part of these General Conditions.

Ljubljana, 1 April 2024

Number: 01-04/2024

Ljubljana Castle Public Institute
Director
Mateja Avbelj Valentan