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## VALAMAR EXPERIENCE CONCIERGE WEBSITE GENERAL TERMS AND CONDITIONS/GENERAL TERMS AND CONDITIONS OF THE TRAVEL AGENCY FOR BOOKINGS, SALES OF EXCURSIONS, EXPERIENCES AND OTHER SERVICES

### 1. GENERAL INFORMATION ON THE WEBSITE

**Valamar Experience Concierge** is a website intended for the provision of webshop services, sales and booking of excursions and experiences, and other services.

These General Terms and Conditions (hereinafter: the Terms and Conditions) apply to the webshop and the website for the sale and booking of excursions and experiences and possibly other services located on the website [www.valamar-experience.com](http://www.valamar-experience.com), which is owned and managed by the company:

**Valamar Riviera d.d.**

**Poreč, Stancija Kaligari 1**

**Company registration number: 040020883 registered with the Commercial Court in Pazin**

**Personal identification number: 36201212847, Tax number: HR36201212847**

**Contact address: Valamar Riviera d.d., Stancija Kaligari 1, Poreč**

**Contact telephone number: +385 52 408 102**

**Contact e-mail: [info@valamar-experience.com](mailto:info@valamar-experience.com)**

(hereinafter: Valamar or the Seller)

Furthermore, these Terms and Conditions shall apply to all bookings and purchases made:

- via [www.valamar-experience.com](http://www.valamar-experience.com)
- at sales locations (guest relations and info desks and hospitality desks) in accommodation facilities
- by phone at the guest relation desks in accommodation facilities
- via e-mail at [info@valamar-experience.com](mailto:info@valamar-experience.com)
- via apps My Valamar and Places [PLACESAPP]

Given the nature of business in the sale of excursions and experiences, the owner of the website Valamar Riviera d.d. has also obtained all the necessary permits to perform the activities of a travel agency, the basic data of which is as follows:

**Tourist Agency Valamar Experience Concierge, Valamar Riviera d.d., Stancija Kaligari 1, Poreč**

**Operations manager: Vesna Otočan**

**Contact address: Stancija Kaligari 1, Poreč**

**Contact telephone number: +385 52 408 102**

**Contact e-mail: [info@valamar-experience.com](mailto:info@valamar-experience.com)**

Administrative supervision over the functioning of the tourist agency is performed by the Ministry of Tourism. Inspections regarding the implementation of the Act on the Provision of Tourism Services, Conditions and Functioning of Tourist Agencies are performed by the State Inspectorate through tourism inspectors.

These Terms and Conditions regulate the rules on purchase, payment, delivery, complaints and the termination of a distance contract, as well as all other details of the purchase, as well as the terms of business when mediating in the sale of excursions and experiences. The Consumer Protection Act, the Trade Act, the Electronic Commerce Act, the Civil Obligations Act, the Tourism Services Act and other applicable regulations of the Republic of Croatia apply to business conditions.

On these pages, Valamar may offer, for sale and booking, excursions and experiences primarily brokered by companies managed by Valamar as a management company based on the contract on managing tourist activities of said companies (hereinafter: Affiliated Companies).

The Affiliated Companies whose offers may be presented on these pages are as follows:

1. Imperial Riviera d.d., Republic of Croatia, Rab, Jurja Barakovića 2, PIN (OIB): 90896496260
2. HELIOS FAROS d.d. Republic of Croatia, Stari Grad, Naselje Helios 5, PIN (OIB): 48594515409
3. Valamar Obertauern GmbH, Republic of Austria, 5562 Obertauern, Gamsleitenstrasse 6, ATU50245104
4. Kesselspitze GmbH & Co KG Republic of Austria, Alpenstraße 1, 5562 Obertauern, ATU 78231316
5. Valamar Marietta GmbH, Republic of Austria, Ringstraße 8, 5562 Obertauern, ATU 77930946

Before using the website, please read these Terms and Conditions carefully.

If you do not agree to and do not accept the rights and obligations under these General Terms and Conditions, you must discontinue the use of this website.

By using the services on the website **www.valamar-experience.com** to purchase products, excursions and experiences and other services, it is considered that you have fully read, understood and accepted the rights and obligations under these Terms and Conditions. By using the services of **www.valamar-experience.com**, you agree to abide by these Terms and Conditions and agree that they apply to you in their entirety.

These General Terms and Conditions, as well as the individual terms of sale indicated in the information on certain products on the **www.valamar-experience.com** website, represent Valamar's offer for concluding distance contracts that the customer accepts by concluding an order, or otherwise as determined in these Terms and Conditions, which is considered to be the conclusion of a Distance Contract between the Customer and Valamar, in accordance with the terms of sale specified in these Terms. These Terms and Conditions form an integral part of the distance contract if it is concluded. Each Customer will be informed of and acquainted with these General Terms and Conditions before entering into a contract in an appropriate manner. The general terms and conditions will also be sent to you by e-mail, which is a confirmation of the conclusion of the contract.

The General Terms and Conditions are published in Croatian and English. The website **www.valamar-experience.com** enables customers to use the services of the webshop and purchase excursions and experiences in Croatian, as well as in English, German, Italian and Slovenian.

## 2. BUYERS OF PRODUCTS, EXCURSIONS, EXPERIENCES AND OTHER SERVICES

Customers may be legal persons and adult legally capable natural persons, whereby the issuance of invoices in the company name shall be enabled on request (by calling the contact phone number: +385 52 408 102). By accepting these Terms, you confirm that you are over 18 years of age and that you have full legal capacity.

Customers can register on the website **valamar-experience.com**, or create a user account and profile, subject to the acceptance of these Terms and Conditions. With or without a user profile/account, the Customer can activate the available informational and discount vouchers, book services from Valamar additional offers, buy excursions and experiences, use the services of the webshop and write reviews after using the purchased experiences and services.

Through the user account, the Customer can view purchase histories and create a wish list. Customers are responsible for the accuracy and completeness of the data entered during registration and/or purchase. Customers can request the deactivation and deletion of their user account via e-mail to [info@valamar-experience.com](mailto:info@valamar-experience.com) at any time.

### 3. VALAMAR'S PARTNERS

Valamar books, sells, promotes, and recommends the experiences of its partners (hereafter: the Partners) who offer such experiences to end users, Buyers, with whom Valamar or the subsidiaries of Valamar have entered into a cooperation agreement in the sense of mediation as a tourist agency activity. Valamar enables the sale and sells experiences for the Partners via the website [www.valamar-experience.com](http://www.valamar-experience.com). The Partner, as the owner or organizer of the experience, undertakes to deliver the contracted experience in the best possible way, respecting all the standards of conscientious entrepreneurship and quality that it applies in its regular business with the End Users.

Partners provide services directly to the End Users. Valamar is not the owner or executor of the services it offers through its websites, and is therefore not responsible for any potential legal, material or any other problems that may arise in the use of the experiences it offers. Valamar carefully selects partners who offer services and experiences of proven quality to the satisfaction of the End Users. The Customers or End Users of the Partners' services can send any complaints directly to Valamar, and Valamar will forward them without delay to the Partner who, as the organizer, is responsible for the excursion or experience in question.

### 4. PERSONAL DATA AND COOKIES

As the controller, Valamar is committed to protecting your personal data. The collection and storage of data is carried out in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter: the GDPR), the Act on the Implementation of the General Data Protection Regulation (OG 42/2018), as well as other regulations governing the subject area that are applicable in the Republic of Croatia.

When you make a purchase in the [www.valamar-experience.com](http://www.valamar-experience.com) webshop and other sales locations (facilities, phone, e-mail, app), we process your personal data (name, surname, e-mail, telephone number, address, if necessary, delivery address and other data) for the purpose of identifying you as a Customer, concluding and fulfilling a one-time distance sales and purchase contract, contacting you for delivery, or submitting data to our partners who will provide the purchased excursion or experience. The legal basis is the fulfilment of the sales and purchase contract concluded by the Customer. Also, processing is necessary in order to comply with the legal obligations of the controller (for example, e-mail is also necessary to fulfil the obligation to send a confirmation of the conclusion of a contract).

Depending on the type of service you want to purchase or book, we will ask you for different information, for example:

- when purchasing goods, services and experiences, we will ask for your name, surname, e-mail, address, city, postal code, country, mobile phone number
- if you are looking for a transfer service from the airport to Valamar's facility or vice versa or a transfer service within the Republic of Croatia, we will ask for your name, surname, mobile phone number, information about the accommodation booking number, flight number and date, and in the case of a cross-border transfer, your nationality
- if you want to purchase a cross-border excursion, we will also ask for your date of birth, type and number of identification document

- in case you want to book ski services and/or equipment, we will ask for your name, surname, title, date of birth, e-mail, phone number, height, weight, head circumference and foot size

We will include some of the above information on vouchers and booking confirmations, when applicable.

The purpose of data processing is to successfully respond to your request, to identify you as a customer, to conclude and execute a contract and, if necessary, to contact you for delivery to the requested address. The legal basis is primarily the fulfilment of legal obligations and the execution of the contract, i.e. the processing is necessary in order to take actions at the request of the subject before concluding the contract.

If you use **www.valamar-experience.com**, you may open your VEC user account, in which case we will ask you for the following information: name, surname, e-mail, and password. You will receive a confirmation of registration by e-mail. The purpose of creating a profile is to allow you to view your bookings, purchase history, wish lists and valid or expired vouchers. The legal basis for creating a VEC profile is your consent. Creating a user profile is not a precondition for purchasing/booking services at **www.valamar-experience.com**.

If necessary, we shall deliver some of your personal data to our companies and partners that offer specific services and goods, as well as organising experiences that you have purchased and booked, for the purpose of executing the contract, or to courier services when goods are being delivered. In this case, they also act as data controllers and we advise you to familiarise yourself with their privacy policies.

We shall keep the data we collect during the provision of VEC services for a maximum of five years for the purpose of potential complaints about the services provided, and longer only if required by special regulations (accounting, etc.).

In case of adding comments on the website, the said data is kept for one year only with your consent. Based on its legitimate interest, Valamar has the right to collect certain data and use it for direct marketing purposes as described in the Privacy Policy, and to send questionnaires on consumer satisfaction.

On this website, Valamar Riviera d.d. sells the experiences offered by its Partners (experience organisers) and Affiliated Companies as associates. Therefore, the personal data of the persons purchasing experiences may also be visible to Affiliated Companies and to experience organisers.

By calling our contact phone number or directly at the points of sale in accommodation facilities, we may collect your data related to the contract you want to conclude, e.g. if you want to make a purchase, we will ask for your name, surname and the necessary contact information so that we can respond to your request. Also, based on a legitimate interest, we keep records of calls.

On our websites, we may use a wide range of new tools to improve the user experience, and we also use cookies and various other ways of tracking visitors, for example Google ads, META ads, Dynamic Yield, Google Analytics, Hotjar and others. We also use the Usercentrics Consent Management Platform for cookies. Please read more about cookies and other technologies in our Cookie Policy that may be found on our website at <https://www.valamar-experience.com/cookie-policy/>.

Regardless of the basis for collecting data, all the users of our website can exercise the following rights free of charge within the limits prescribed by the GDPR:

- Right to information
- Right to erasure ("right to be forgotten")
- Right to access data
- Right to rectification

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- Right to data portability
- Right to object to processing: when Valamar processes data on the basis of its legitimate interests that are stronger than the interests of the data subjects
- Right to restriction of processing

In any case, you also have the right to:

- file a complaint with the Personal Data Protection Officer,
- file a complaint to the supervisory authority (Personal Data Protection Agency) if you believe that your rights to data protection have been violated.

Valamar has appointed a personal data protection officer who you can contact at any time at: [dpo@valamar.com](mailto:dpo@valamar.com) or by mail to the address Valamar Riviera d.d., Stancija Kaligari 1, Poreč, Republic of Croatia - for DPO, for issues related to personal data protection and for exercising the rights guaranteed by the General Data Protection Regulation.

On this website, Valamar Riviera d.d. sells the experiences offered by its associates (experience organizers) and associates of the companies whose tourist facilities it manages. Therefore, the personal data of the persons purchasing the experiences must also be visible to the companies whose tourist facilities Valamar Riviera manages and to the organizers of such experiences.

Additional information on the processing of personal data and your associated rights are available in the Privacy Policy: <https://valamar-riviera.com/gdpr/>

## 5. PRODUCTS AND PRICING

All products, excursions and experiences in the webshop are clearly marked, with clearly highlighted main features to the extent appropriate and necessary, considering the type of product, with clearly and unambiguously indicated prices. Valamar reserves the right to withdraw any product from sale at any time. In the case of undelivered paid products, you will be refunded the full amount paid for such products that are no longer on offer, regardless of the reason for the withdrawal of the product from sale or failure to perform the service. The photos of the products offered in the web store are illustrative and Valamar does not guarantee that the image fully corresponds to the product or service itself.

VAT is included in the displayed prices. The products are sold at prices valid on the day of ordering published in the webshop. All payments shall be made in euros. When your credit card is charged, the same amount is converted to your local currency according to the exchange rate of the card companies' association. As a result of this conversion, there is a possibility of a small difference compared to the original price displayed on our website. When selling the experience of a Partner who is a foreign legal entity based abroad (services related to skiing in Austria), the price in euros shall be displayed on our website, but the payment shall not be possible through the website – only the booking, and the experience or excursion or other service shall be paid for together with the payment for accommodation services at the facility.

The prices are subject to change. The stated product prices do not include shipping costs. The shipping costs are stated directly in the process of ordering a product. At its sole discretion, Valamar can offer certain products at prices lower than the prices in regular sales, or with a special discount that is available to all Customers under the same conditions or only to a precisely specified group of Customers. The terms and conditions of special forms of sale such as the duration of such sale, limitation of quantities of goods, amount of discount, etc. will be described in detail on the product page.

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Upon the expiry of the period of sale at lower prices than the prices in regular sale, Valamar cannot accept orders under the terms and conditions relating to the special forms of sale that have expired. In compliance with all provisions of positive regulation, Valamar as a seller shall occasionally organize special sales of certain products, special offers of certain products limited in duration, and special seasonal offers available only for a certain period of time. Such promotions and products shall be prominently displayed and Customers shall be familiarized with the terms and duration of such sales by reviewing the specific product.

During periods of special sales (promotional sales), Valamar will highlight the promotional price and the lowest price of the product during a period of 30 days before the beginning of the special sale.

Products and services advertised on **www.valamar-experience.com** will be ranked according to periodic testing and the analysis of sales results of goods and services, and the ranking may be based on the availability, popularity, seasonality, etc., of the offer.

The web page offers filters to adjust the results according to your interests. Search criteria include keywords or phrases. Additionally, web pages displaying experiences also include locations, experience categories and start and end dates as available filters.

Valamar may publish customer or guest reviews on the web page with their consent. Valamar will publish only reviews by guests and/or customers who have actually used the services or products, while the reviews will be updated only in the sense of publishing new reviews. Reviews are updated automatically. Both positive and potentially negative comments are published. Reviews containing vulgar, offensive or disturbing content, hate speech, promoting illegal behaviour, disclosing personal information of others or information violating the legal rights of others will not be published.

## 6. ORDER, RESERVATION AND PURCHASE OF PRODUCTS, EXCURSIONS, EXPERIENCES AND SERVICES

Orders, bookings and purchases of products, excursions, experiences and services can be made online or through the mobile applications My Valamar and Places [PLACESAPP] 24 hours a day.

The ordering process includes the following steps:

### PRODUCT SELECTION > SHOPPING CART > PERSONAL DETAILS AND DELIVERY > PAYMENT AND CONFIRMATION

**Detailed** description of the steps for ordering and purchasing commercial goods:

1. In the web shop, select the product you want to purchase.
2. Click on the photo or description to open the next step, which includes product information next to the photo, above the shopping cart.
3. Click on the quantity and then on the **"ADD TO CART"** icon to save the selected product to the shopping cart. It is possible to change the quantity before the product is added to the cart.
4. You can continue shopping after adding the selected product to the cart by selecting the next item or product and placing it in the shopping cart.
5. Your shopping cart includes an overview of all the products you have chosen so far and their price and quantity, which can be deleted.
6. You can remove an item from the shopping cart by clicking on the **"X"** symbol – Remove from cart – for each item.

7. After confirming the selection and quantity of the product, it is necessary to select a delivery address and enter personal details depending on your choice: a) For delivery to the customer's address: name, surname, e-mail, e-mail confirmation, telephone number, address, city, postcode, country; b) For delivery to the accommodation where you are staying if the Customer is staying at a Valamar facility at the time of purchase: name, surname, accommodation. The selection of the delivery address can be made after accepting the General Terms and Conditions of Purchase.
8. In case of delivery to the Customer's address, the delivery price will be displayed in the shopping cart summary on the right side of the form after filling in all the delivery information.
9. The Customer is then redirected to the WSPay payment gateway for credit card payment in order to fill in the cardholder information.
10. The purchase is completed by clicking on the **"EXECUTE PAYMENT"** icon.

The order is considered received and accepted by Valamar at the moment the Customer electronically completes the purchase by selecting the icon **"MAKE PAYMENT"** and when Valamar receives this notification.

After completing the order for the purchase of goods, the Customer will receive an e-mail with the invoice and the General Terms and Conditions, serving as a confirmation of the concluded contract.

## **PRODUCT SELECTION > SHOPPING CART > PERSONAL DETAILS AND DELIVERY > PAYMENT AND CONFIRMATION**

**Detailed** description of the steps for ordering and purchasing excursions and experiences:

1. Select the experience in the webshop or mobile app to open the next step, which includes information about the experience.
2. Select the date and quantity of the experience, the number of Customers and children with their ages to generate the final price.
3. Click on the **"ADD TO CART"** icon to save the selected experience to your shopping cart.
4. You may, if you wish, continue shopping after adding the selected experience to the cart by selecting the next item or product and placing it in the shopping cart.
5. Your shopping cart includes an overview of all the experiences that you have chosen so far with their price and quantity, which can be deleted.
6. If you want to remove an item from the shopping cart, you can do so by clicking on the **"X"** symbol (Remove from cart) for each experience.
7. After you have selected the desired products and their quantities, you need to enter the personal details of the voucher holder: name, surname, e-mail address, e-mail confirmation, mobile phone number, title. For cross-border excursions and fishing trips, it is also necessary to fill in a manifest, which includes the following: type of document for crossing the border, document number, country and nationality.
8. After entering personal details, the Customer confirms that he or she is familiar with and agrees with the General Terms and Conditions of Purchase.
9. Having entered his or her personal details and confirmed his or her consent to the General Terms and Conditions of Purchase, the Customer then proceeds to the WSPay payment gateway for credit card payment. It is then necessary to fill in the cardholder information. In case of purchasing an experience through the mobile apps My Valamar and Places [PLACESAPP], the specified step may differ depending on the accommodation facility and the payment options offered therein. The guests staying in campsites pay by card via the WSPay user interface, while the guests staying in hotels may choose to add the payment to their room.
10. The purchase is completed by clicking on the **"EXECUTE PAYMENT"** icon.

The order is considered received and accepted by Valamar at the moment the Customer electronically completes the purchase by selecting the icon "MAKE PAYMENT" and when Valamar receives this notification.

After completing the order for the purchase of services, the Customer will receive two e-mails: the first e-mail contains the voucher (basics elements of the order) and the second e-mail contains the invoice and the General Terms and Conditions, serving as a confirmation of the concluded contract.

The ordering and booking process for ski services and experiences includes the following steps:

### **SKI SERVICE SELECTION > SHOPPING CART > PERSONAL DETAILS > BOOKING**

**Detailed** description of the steps for ordering ski services and experiences:

Select the ski service in the webshop or mobile app to open the next step, which includes information about ski services.

1. Select the ski service in the webshop or mobile app to open the next step, which includes information about ski services.
2. If you want to book some of the ski services and experiences offered in the webshop, you must first enter the number indicated in the accommodation booking confirmation and the surname of the reservation holder in the designated field. If you book via mobile apps, you do not need this step because you are already logged into your accommodation booking.
3. Click on the date and type of ski service and then on the "ADD TO CART" icon to save the selected product to your shopping cart.
4. You may continue shopping after adding the selected ski service to your shopping cart by selecting an additional ski service and adding it to your cart.
5. Your shopping cart includes an overview of all the ski services you have chosen so far, including their prices and quantities, which may be deleted.
6. If you want to remove a ski service from your shopping cart, you may do so by clicking on the "X" symbol (Remove from cart) for each service.
7. After you have selected the desired ski services and their quantities, you need to enter the personal details of the voucher holder: name, surname, e-mail address, e-mail address confirmation, mobile phone number, title.
8. During the next step, "Personal information", you need to enter the following information for all the persons using the ski services: name, surname, date of birth, height, weight, shoe size, and head circumference.
9. After entering personal details for the voucher and information about the persons who will be using the ski services, the Customer confirms that he/she is familiar with and agrees with the General Terms and Conditions.
10. Confirm your ski service booking by clicking the "CONFIRM" icon.

The order is considered received and accepted by Valamar at the moment the Customer electronically completes the purchase by selecting the icon "MAKE PAYMENT" and when Valamar receives this notification.

After completing his or her ski service booking, the Customer will receive two e-mails: the first e-mail contains the voucher (basics elements of the order) and the second e-mail contains the ski service order confirmation and the General Terms and Conditions, serving as a confirmation of the concluded contract.

After receiving the Order Confirmation, the ski services are booked and added to your accommodation booking. Payment is made exclusively at the front desk when settling the accommodation bill.



## 7. VOUCHERS

When purchasing an excursion and/or experience, the purchase process is the same as the process of purchasing goods in the webshop and the Customer (designated voucher holder) will receive a voucher that serves as a confirmation of concluding a contract and as proof of purchase that enables access to the excursion and/or experience.

Valamar sends the voucher to the user to the e-mail address submitted in the personal details, and it will also be available for viewing and printing in the user profile. Valamar is not responsible for the loss of the voucher that occurred as a result of blocking the receipt of the voucher by the spam filter or firewall or if the end-user entered an incorrect e-mail address. If the recipient does not receive the e-mail with the voucher, please contact us immediately at [info@experience-concierge.com](mailto:info@experience-concierge.com) so that we can re-send it to the correct e-mail address.

Vouchers are valid for use on the day for which the selected service was purchased. The voucher can be exchanged in certain situations, in agreement with Valamar and the Partner, and respecting the cancellation terms and policies of the Partner. Vouchers are sent both to Valamar partners and Affiliated Companies, and the personal information visible on the voucher include the name and surname, children's ages and number of adults (except for family tickets). In addition, when booking ski services, the following personal data shall be visible on the vouchers: height, weight, shoe size and head circumference.

Various informative vouchers (free vouchers offering users detailed information on individual attractions, historical and cultural landmarks, heritage sites, etc.) and discount vouchers (free vouchers for discounts/benefits for certain services during certain times, usually for restaurants and bars) are available through the experience category.

**Detailed** description of the steps for claiming informative and discount vouchers:

1. Select the voucher you want to claim in the web shop.
2. Click on the "**CLAIM VOUCHER**" icon to open a pop-up window where you need to enter your name, surname and e-mail address to deliver the voucher.

## 8. DELIVERY AND COLLECTION OF PRODUCTS AT VALAMAR FACILITIES

### Product delivery

Valamar delivers products exclusively through an authorised delivery service that delivers in accordance with its own business policies available at the respective delivery service's website. Delivery is only possible on weekdays, Monday to Friday. If the order is received on Friday, the goods will be ready for dispatch within the next three working days, after which the delivery service will pick them up and deliver them to the indicated address. At the moment when the courier takes over the goods, he/she is responsible for delivering them.

If the products are not taken over after two delivery attempts, it shall be considered that you have cancelled the take-over and Valamar reserves the right to unilaterally terminate the distance contract. If the Products have been paid for, Valamar shall in this case refund only the amount of the value of the products within 14 calendar days after the second failed delivery attempt. If for any reason you were not available at the delivery address or via the indicated contact number, Valamar shall not be responsible for extending the aforementioned delivery periods.

## Collecting products at facilities

In addition to delivery to the Customer's address, Valamar also allows you to pick up goods at a Valamar facility, which has a Valamar Experience Concierge desk, if you are staying at Valamar accommodation facilities at the time of purchase. Such orders can be collected at the Valamar Experience Concierge desk within 3 days of purchase. If the goods are available for collection on the day of purchase or before the delivery deadline of 3 days, the Customer shall be notified by e-mail that the goods are ready to be collected. If you plan to leave your accommodation earlier, we advise you to make your purchase directly at our desk. If the goods are not taken over within 5 business days, it shall be considered that you have cancelled the take-over and Valamar reserves the right to unilaterally terminate the distance contract. If the Products have been paid for, the amount paid shall be refunded in full within 14 calendar days after the expiry of the 5-day period for taking over the goods.

## Common provisions

The products shall be packed in such a way that they cannot be damaged by normal handling during transport. When taking over the product, you are obliged to check for any damage and defects.

To ensure the quality of delivery, you are required to sign a delivery statement when taking over the product.

The risk of accidental loss or damage to the Product passes to the Customer at the time the Product is handed over to the Customer or to the person named by the Customer.

## 9. PAYMENT METHODS

Payments on **www.valamar-experience.com** are made using credit cards via the WSPay system to which you will be redirected to make a secure payment. You will immediately receive an invoice by e-mail, which you will also receive in physical form when you receive the product. Link to the website and the terms and conditions of use of the WSPay System: <https://www.wspay.info/>

Services provided in the Republic of Austria are not paid for through the website. Only reservations can be made. Such services are paid for at the front desk of the facility when paying for accommodation.

Payment options at sales locations in Valamar accommodation facilities and the facilities of Affiliated Companies include bank cards, cash and charging the expense to the room.

## 10. SUBMISSION OF WRITTEN COMPLAINTS BY CONSUMERS/CUSTOMERS

If you are dissatisfied with the services of the **www.valamar-experience.com** webshop or the delivered product, we will try to respond to any complaints as soon as possible, and improve our service.

In accordance with the provisions of the Consumer Protection Act, we inform Customers - natural persons about the possibility of submitting a written complaint. Customers can send their written complaint by e-mail to [info@valamar-experience.com](mailto:info@valamar-experience.com) or send it by mail to Valamar Riviera d.d., Poreč, Stancija Kaligari 1, marked "Valamar Experience Concierge".

A confirmation of receiving your complaint will be sent to you as soon as possible, and you will receive a written response within 15 days from the day the complaint is received.

## 11. LIABILITY FOR MATERIAL DEFECTS

Valamar shall be liable for any material defects of the Products in accordance with the Civil Obligations Act.

Every Customer shall have the right to complain about the delivery of the wrong product, the delivery of a product that has expired, or if the goods were delivered with a defect or damage, and other similar cases. Valamar shall not be liable for defects if they were known or could not remain unknown to the Customer at the time of concluding the contract.

The Customer/consumer is obliged to inform the Seller about the existence of defects within two months from the day of their discovery, and no later than within two years from the transfer of the risk to the consumer.

Customers can send their complaint (related to a product or dissatisfaction with a service of the Seller) by e-mail to [info@valamar-experience.com](mailto:info@valamar-experience.com) or send it by mail to Valamar Riviera d.d., Poreč, Stancija Kaligari 1, marked "Valamar Experience Concierge", or by phone at +385 52 408 102. The complaint should contain the order or invoice number and a description of the complaint, to enable the Seller a quicker response. If the complaint is related to expired products or products unusable for any other reason, the Customers shall send pictures of the expiration date or the entire Product.

If a customer timely and properly notified the Seller of a defect, and it is determined that the complaint is justified, the Customer shall have rights under the Civil Obligations Act including the right to the unilateral termination of the contract with a refund or exchange for a proper product.

In this case, the return of Products that are incorrectly delivered, damaged or unusable shall be performed at the expense of the Seller, as well as the cost of replacing the product.

All products available in the [www.valamar-experience.com](http://www.valamar-experience.com) webshop are stored and delivered in accordance with the declared storage conditions or the manufacturers' recommendations.

## 12. RIGHT OF THE CUSTOMER/CONSUMER TO THE UNILATERAL TERMINATION OF THE CONTRACT WHEN SELLING GOODS

Only a Customer who is a natural person has the right to notify the Seller of the withdrawal from the contract within 14 days from the receipt of the item, without the need to state the reasons for such termination. The 14-day period commences on the day after the date of taking over the product. Your cost in this case will only be the cost of returning the product to the Seller. The product must be returned to the Seller within 14 days from submitting the request for the termination of the contract (withdrawal from purchase) to the address Valamar Riviera d.d., Poreč, Stancija Kaligari 1, marked "Valamar Experience Concierge" or e-mail address: [info@valamar-experience.com](mailto:info@valamar-experience.com). The Seller will refund the amount paid for the purchase after receiving the products in the same way as the products were paid for. The product must be returned in its original packaging, unused and undamaged with the original invoice.

A natural person in the role of Customer shall not be entitled to unilaterally terminate the contract in cases prescribed by the Consumer Protection Act.

The **form for the unilateral termination of a contract** available at [www.valamar-experience.com](http://www.valamar-experience.com) can be sent to Valamar by e-mail. Valamar shall send a confirmation of its receipt without delay. The form can also be sent by mail to Valamar Riviera d.d., Poreč, Stancija Kaligari 1, marked "Valamar Experience Concierge - unilateral termination".

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You can also unilaterally terminate the contract without a form, by submitting an appropriate unambiguous statement expressing your will to terminate the contract. The statement must contain the name and surname, address, telephone number or e-mail address of the Customer, and the order number. Valamar will confirm the acknowledge receipt of such a statement.

The Customer shall be responsible for any impairment of the goods resulting from the handling of the goods other than the handling necessary to determine the nature, characteristics and functionality of the goods.

Customers who purchase excursions and experiences shall not be entitled to the unilateral termination of the contract according to the rules in this section. They shall be entitled to cancel the purchased excursion and/or experience in accordance with the terms and conditions determined by the organizer of the relevant excursion and/or experience, within a reasonable timeframe before the excursion and/or experience and possibly be subject to a cancellation fee in a certain amount or a 100% of the agreed price. When offering excursions and/or experiences on the website, Valamar shall inform the Customers in a timely manner about all conditions for individual excursions and/or experiences and their cancellation, in agreement with the organizer, and provide all information about the Organizer.

Customers who purchase booked ski services shall not be entitled to the unilateral termination of the contract according to the rules in this section.

They shall be entitled to cancel the booked ski services in accordance with the terms and conditions determined by the organizer of each ski service, within a reasonable timeframe before the ski service commences and may possibly be subject to a cancellation fee in a certain amount or 100% of the agreed price. When offering ski services on the website, Valamar shall inform the Customers in a timely manner about all the conditions for individual ski services and their cancellation, in agreement with the organizer, and shall provide all information about the Organizer.

### 13. VALAMAR'S OBLIGATIONS AS THE SELLER OF EXCURSIONS AND/OR EXPERIENCES

Valamar, as the seller of excursions and/or experiences, shall provide each Customer with appropriate information about the excursion and/or experience, and in particular, when necessary:

- destination, travel plan, period of stay, dates, accommodation information
- means, characteristics and categories of transport, place and time of departure and return
- location and its main characteristics, and the type and category of accommodation if provided
- meal plan
- other visits, excursions, etc. if included in the experience
- information on the size of the group if the experience or excursion is only organized for groups, noting that if a certain number of people is not reached, the organizer may cancel the excursion and/or experience
- language used for communication
- suitability for persons with reduced mobility
- information about the organizer
- the total price of the excursion and/or experience including taxes and surcharges and fees or an indication of such additional costs
- the available general information about entering the country or a reminder for the Customer to check his/her travel documents and/or visas
- a note on the need to fill out the manifest

- note on the possibility of the termination of the contract by the Customer at any time before the beginning of the excursion with the payment of an appropriate termination fee according to the terms and conditions of the organizer
- information on optional or compulsory insurance to cover the costs of termination of the contract by the passenger

Customers are required to have valid personal travel documents. Invalid documents, which result in the cancellation of a particular excursion and/or experience, do not produce any harmful consequences for Valamar, and if due to such an omission of the Customer, Valamar would suffer additional damage, the Customer shall compensate it. Customers shall comply with foreign exchange and customs regulations, as well as the laws and regulations of the Republic of Croatia and other countries through which they pass and in which they stay.

After completing a purchase, Valamar shall confirm the conclusion of the excursion and/or experience contract by delivering the respective voucher by e-mail, or in person at the Valamar Experience Concierge desk.

The voucher must contain all the information prescribed by the Act on the Provision of Services in Tourism.

For each excursion and/or experience that Valamar sells, it will be explicitly stated how the Customer can terminate the contract and whether fees are paid for such termination.

The organizer is responsible for the orderly performance and provision of excursions and/or experiences.

Requests or complaints related to an excursion and/or experience can be sent directly to Valamar as the seller, and the seller is obliged to forward them to the organizer without delay.

#### 14. INSURANCE

If a trip is organized as a package deal, the travel organizer (Valamar or Valamar's Partner) shall state the information on liability insurance, insured risks, the insurer - insurance company with all its data (personal identification number, address, contact phone number and e-mail), the number of the issued insurance policy and other data necessary for activating the policy and exercising the right to compensation in the contract or confirmation of the contract (voucher).

In cases where Valamar is only the seller who provides a linked travel arrangement, Valamar is also obliged to provide a guarantee for the refund of all payments received from the passenger if the travel service is not performed due to Valamar's insolvency. In this case, Valamar is obliged to inform the customers (passengers) that each service provider is responsible for the proper performance of services and that the passenger will be able to benefit from insolvency security.

For Valamar Riviera d.d. and Imperial Riviera d.d. facilities, the Customer may arrange travel insurance via e-mail at [travel.insurance@valamar.com](mailto:travel.insurance@valamar.com).

Valamar has concluded an insurance policy with UNIQA OSIGURANJE d.d., insurance policy number 11-7002925557 for liability insurance, and insurance policy number 45-7002925555 for the guarantee insurance.

In any case, when Valamar sells package deals or related travel arrangements, it will provide the Customer with all the information prescribed by the Act on the Provision of Services in Tourism on the voucher.

## 15. INTELLECTUAL PROPERTY AND USE OF THE WEBSITE

All content published on the **www.valamar-experience.com** website is owned by the company Valamar Riviera d.d. or is otherwise legally used by Valamar Riviera d.d. All visitors are prohibited from copying or using the content of the website in any way, except as provided in these General Terms and Conditions.

Access to the website may be blocked from time to time due to maintenance work on the website, improvement of the website or any other reason or circumstance that Valamar will endeavour to eliminate as soon as possible. For credit card payments, Customers shall be redirected to the websites of our partner WSPay system, where their rules apply, and where their general terms and conditions and/or business and privacy policies are available.

The webshop website also contains links to other Valamar websites where you can find more information on Valamar. The website also contains links to the pages of our partners with whom we cooperate.

## 16. DISCLAIMER

Customers expressly agree to use the webshop solely at their own risk, and that Valamar is in no way responsible for the Customers' authority to conclude a contract.

VALAMAR does not guarantee to the Customer that the use of this website will not be interrupted or that it will be available for use without errors at any time, nor is Valamar responsible to the Customers for the consequences of using this website. The disclaimer in connection with the use of this website applies to all damages, direct or indirect, or possible injuries caused by any bad features, error, exclusion, interruption, deletion, malfunction, delay in operation or transmission, computer virus, interruption in the communication line, theft, destruction or unauthorized access, alteration or misuse of records, termination of contract, misconduct, negligence, or any other act.

The user of the website expressly confirms that Valamar is not responsible for the offensive, inappropriate or illegal behaviour of other users or third parties, and that the risk of damage that may arise as a result of this lies entirely with the end user.

Valamar shall not be liable for any damage that may occur as a result of use, or due to the inability to use this website. The end-user expressly acknowledges that the terms and conditions in this section apply to the entire content of the website.

Valamar shall not be liable, regardless of the cause or duration, for any errors, inaccuracies or other deficiencies, inadequacy or inaccuracy of the information contained on this website, as well as for any delay or interruption in the transmission of information to the end-user, for any claims or losses arising therefrom. Valamar shall not be liable for any claims or losses of a third party, including lost profits.

Valamar reserves the right to change, adapt, modify, delete or remove any content that it deems inappropriate. Valamar shall in no event be liable to anyone for any direct, indirect, special or consequential damages resulting from the use of this or any other website, including, without limitation, loss of profits, downtime, loss of programs or other data on your data processing systems, or otherwise, even when we are expressly notified of such damages.

Valamar reserves the right to immediately revoke any end user passwords or user accounts in the event of any end user behaviour that Valamar, at its sole discretion, deems unacceptable, as well as in any case of non-compliance with these Terms and Conditions by the end-user.



Valamar Riviera d.d.  
Valamar Experience Concierge  
Stancija Kaligari 1  
52440 Poreč, Croatia  
Personal identification number: 36201212847  
Tax number: HR36201212847  
IBAN: HR412360000-1101319202

## 17. DISPUTE RESOLUTION

Valamar shall endeavour to resolve any disputes with the Customer in a peaceful manner.

Disputes within the European Union related to online shopping can be resolved through the ORS platform, which can be accessed via the following link: <http://ec.europa.eu/odr>.

In case of a failure to reach an agreement, all disputes will be resolved before the competent court according to the seat of Valamar, with the application of Croatian laws.

## 18. APPLICATION

These General Terms and Conditions shall apply starting on 28 June 2024.

Valamar reserves the right to change these General Terms and Conditions at any time, without prior notice.

All changes to these General Terms and Conditions will be published on this website and the date of their entry into force will be announced.

Any changes to these General Terms and Conditions will only be effective for new orders registered after these changes have been published on this website.

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