

Visiting rules of Water park Bešeňová

The park rules are meant to respect applicable legal regulations, to protect health and to guarantee safety of all visitors in the water park of Bešeňová, Bešeňová 136, 034 83 Bešeňová (hereinafter referred to as “water park“). Every visitor is obliged to read these rules when entering the water park complex. By paying for water park tickets and/or entering the water park, every visitor agrees with these park rules and undertakes to respect them as well as all instructions of the park staff. All current instructions in the water park are considered superior to general instructions.

I. Admission to the water park / to pools

1.1 The water park can be entered only during its times of operation with a valid admission chip (wristband with an electronic chip). Clients are informed about the system of ticket selling and payments by the staff of the water park of Bešeňová.

1.2 The times of operation of the water park are published on the www.besenova.com website. Pools and attractions are closed 15 minutes before the water park closure. The operation of individual water park sections can be limited depending on the season of the year and number of clients. Last clients can enter the park a maximum of 60 minutes before the park is closed. Every ticket is activated (becomes valid) once the respective client passes entrance turnstiles and becomes deactivated (invalid) once the respective client passes exit turnstiles, i.e. leaves the park or the water park is closed. Every ticket includes an extra period for changing clothes and drying oneself. If any client spends more time in the water park than he/she has prepaid, he/she must pay the respective surcharge based on the current price list at a ticket office or cash desk.

1.4 Once having paid the respective admission fee, every client gets a wristband with an electronic chip that enables him/her not only to enter the water park but also to pay cashless for additional package services, catering and other services in the water park. Every chip has a financial limit for consumption and other services in the water park in the total amount of 50 €. All surcharges registered on the chip shall be paid at cash desks located at water park exits when leaving the park. If any customer uses the whole financial credit while staying in the park, he/she can top up the credit at surcharge cash desks or at cash desks in the exit area. Once the surcharges are paid, the original financial credit for consumption and other services in the amount of 50 € is available again.

1.5. Every water park ticket can be used only once. The moment the client leaves the park, his/her ticket becomes invalid. In such case, it is not possible to enter the park without buying another ticket. This does not apply to hotel guests.

1.6 The operator does not guarantee the availability of deck chairs, sun parasols, sport items, sports equipment, relaxation treatments, tickets to the Sauna world, lockers and safes to clients who enter the water park. The availability of these products depends on the total capacity and the occupancy rate of the water park.

1.7 The operator reserves the right to close selected sections or attractions of the water park or to limit their operation in case of unavoidable maintenance and/or for objective reasons (bad weather, storm, low visibility) and/or for operating reasons (if the maximum capacity is reached) and/or when organising social or sports events without any refund of the admission fee or its aliquot part or any other financial or non-financial compensation for clients.

1.8 Due to hygiene reasons, pools can be entered only in swimming costumes. Water in the pools contains minerals that can cause swimwear discolouration beyond repair. The operator is not liable for such damage.

1.9 The children's pool can be entered only by children under 6 years. Adults are allowed to enter the children's pool only if they are accompanying a child smaller than 100 cm.

1.10 Clients with limited mobility/orientation are allowed to enter the pools only if constantly looked after by an accompanying person.

1.11 Clients with forearm crutches, canes, prostheses, orthoses and other hygienically inappropriate items can enter the pools only if they leave such items in the respective storage area or change them for hygienically acceptable ones.

1.12 Clients who are not allowed to enter the water park and pools:

a) clients suffering from illnesses that might endanger the health of other water park clients i.e. fever, cough, conjunctivitis, contagious or disgust causing diseases, germ carriers of bowel and other diseases;

b) clients and family members of clients who are suffering from contagious infection diseases and are isolated from the family, clients suffering from diseases with discharge, clients with skin parasites, rash and body bandages;

c) dirty clients, clients infested with insects, dressed in dirty clothes, under the influence of alcohol and drugs;

d) pets.

II. Operating instructions

2.1 Every client is obliged to take care of his/her health and safety as well as health and safety of other clients.

2.2 Every client has to maintain personal hygiene and help keep all places and facilities he/she uses clean.

2.3 Before entering swimming pools, every client is obliged to wash himself/herself thoroughly with soap and naked costume, to take a shower and to pass through a foot wash basin!!! To enter outdoor pools and passages to pools, clients must walk through a designated clean zone.

2.4 All clients are obliged to take off their shoes before entering the changing rooms and can enter them only with appropriate shoes on or barefoot.

2.5 Changing cabins in the changing rooms (outdoor changing rooms) are designated for dressing and undressing. To store clothes in indoor changing rooms, there are lockers which have to be properly locked by every client by using his/her chip. If any client loses his/her chip, he/she shall be given his/her personal items from the locker only once proved they are his/her property. The instructions on how to use the lockers are displayed on the lockers. The operator is not responsible for any damage caused if a locker stays unlocked.

2.6 Jewellery, money and other valuables must be stored in safe boxes located in front of the changing rooms entrance. The fee for using a safe is 4 € and can be paid at ticket offices. The deposit for the safe box key is 10 €. It must be paid along with the safe fee and is paid back to the respective client once he/she returns his/her key at exit cash desks. If clients do not lock their jewelry, money and other valuables in the safe boxes, the operator is not responsible for potential damage that might be caused.

2.7 Any items found in the water park that might belong to other park visitors must be handed over to the staff at the main ticket office.

2.8 Clients are obliged to treat the equipment and facilities of the water park with care and pay for any damage caused to the operator's property or to the property of other park clients by their actions (wilfully or through negligence).

2.9 Non-swimmers can stay only in designated pool sections.

2.10 To get to the Bubble and Rafting attractions, clients can pass the Express Pass turnstile. The Express Pass can be used only once and is charged in accordance with the current price list.

2.11 All water park clients are obliged to follow the directions of lifeguards and other staff in the whole water park area.

2.12 In case of bad weather (storms, strong wind), all water park clients must leave the pools for safety reasons.

2.13 In case of accidents, injuries or nausea, clients are obliged to call a lifeguard. The first-aid station is located at the Sauna world entrance. The operator is not responsible for injuries and accidents caused by clients' negligence, carelessness and/or violation of the park rules and/or operating instructions of individual attractions and/or instruction pictograms.

2.14 The accessibility and the speed of the connection via a free Wi-Fi network in the water park are limited by the capacity of the network, which depends on the number of clients who use this network.

III. Water park restrictions:

3.1 Smoking inside the water park and at the pools is forbidden.

3.2 Swimming in clothes which are not suitable for swimming (including underwear) is forbidden. Children are allowed to enter pools only in swimming costumes or swimming nappies for hygiene reasons.

3.3 It is forbidden to enter the park with dangerous chemicals, explosives, sharp items and glass items that can get broken and cause injuries.

3.4 Entering the pools, attractions and slides while chewing a chewing gum is forbidden.

3.5 It is forbidden to enter the pools with inflatable rings and other inflatable items, fins and tennis balls. Only inflatable swimming sleeves and swimming goggles are allowed.

3.6 It is forbidden to scream, whistle, run round the pools and on slippery surface, make inappropriate noise, disturb other clients, push each other under water, hit other people and jump queues at attractions.

3.7 It is forbidden to swim in landing areas of attractions and slides.

3.8 It is forbidden to enter pools outside designated sections or jump into pools outside designated jumping sections. All pools can be entered only by using respective stairs.

3.9 It is forbidden to pollute water and the entire water park area by spitting into pools and on the floors, to urinate into pools and to throw rubbish outside waste bins.

3.10 It is forbidden to move deckchairs, tables, chairs and other furniture, to damage the park equipment and to waste water.

3.11 It is forbidden to wash clothes and oneself outside facilities designated for such purpose.

3.12 It is forbidden to ask lifeguards and other staff for services that are against the park rules and/or good manners.

3.13 It is forbidden to enter premises designated for the staff or premises which are marked with the "No entry" sign or areas designated for the opposite sex.

3.14 It is forbidden to call for help without any reason.

3.15 It is forbidden to bring one's own food into the water park area.

IV. Expulsion of clients from the water park

4.1 Any client can be expelled from the water park without any refund of the entrance fee or its aliquot part if he/she does not respect the park rules and/or other instructions, is drunk or under the influence of narcotics or is endangering other clients, the property of the operator or the cleanliness of the water park by his/her improper behaviour despite being warned by the staff.

4.2 The operator of the water park has the right and the responsibility to expel clients who have fever, cough, conjunctivitis, contagious or disgust causing diseases, are carriers of intestinal and other diseases, clients and family members of clients suffering contagious infectious diseases who are isolated from their families, clients suffering diseases with discharge, clients with skin parasites, rash and bandages.

4.3 If any client mentioned above refuses to leave the water park voluntarily, the operator can ask the security services of the park or the local police for help.

V. Attractions and animations in the water park

5.1 All water park clients use attractions in the park (pools, slides, "dry attractions" e.g. inflatable attractions, children's castles, climbing frames for children etc.) and animation programmes at their own risk. When using the attractions and attending animation programmes, every client is obliged to follow the respective operating instructions as well as instructions of the operating and animation staff.

5.2 When using the park attractions, every client is obliged to take extra care and caution, to use an appropriate swimming costume and is forbidden to enter the attractions from the sides or from below.

All year round water slides:

Black water slide (B24-5) **120 cm 130 kg**

Green water slide (B24-6) **120 cm 130 kg**

Blue water slide 1 (B24-4) **120 cm 130 kg**

Blue water slide 2 (B24-3) **120 cm 130 kg**

Red water slide (B24-1) **140 cm 100 kg**

Yellow water slide (B24-2) **140 cm 100 kg**

Silver water slide (B14-1) **120 cm 130 kg**

Summer water slides:

3 runaway slide (B12-3) **120 cm 130 kg**

Yellow water slide (B12-1) **140 cm 110 kg**

Blue water slide (B12-2) **120 cm 130 kg**

Summer thermal water slides:

Yellow water slide (BT8-1) **140 cm 110 kg**

Coloured water slide (BT8-3) **120 cm 130 kg**

Yellow water slide (BT8-2) **120 cm 130 kg**

VI. Sauna world HARMÓNIA Wellness&Spa

6.1 Harmónia Wellness & Spa is a sauna world with saunas: Roman, salt - steam, menthol, Finnish, dry and Sauna Temple.. Children from 6 years can enter the sauna world during its opening times only if accompanied by a person over 18 years for a maximum of 3 hours.

6.2 The Sauna world HARMÓNIA can be entered only without swimming costumes and footwear. Every client receives a cotton towel at the entrance.

6.3 The Sauna world HARMÓNIA can be entered once per ticket for a maximum of 3 hours. Every client who stays longer or enters the Sauna world more than once has to pay a surcharge in accordance with the current price list.

6.4 When visiting the Sauna world HARMÓNIA, every client is obliged to follow the rules of operation and instructions of the staff.

6.5 Every client is obliged to be quiet in order not to disturb other clients.

6.6 It is forbidden to bring glass items to the Sauna world HARMÓNIA. Sauna drinks served during sauna rituals can be consumed only in common areas of the Sauna world HARMÓNIA, not inside saunas. Clients' own alcoholic beverages are not allowed inside the Sauna world.

6.7 Clients under the influence of alcohol and drugs are not allowed to enter the Sauna world HARMÓNIA. The staff reserve the right to refuse to serve Sauna drinks during sauna rituals if any client(s) is/are under the influence of alcohol.

VII. Processing and protection of personal data

7.1 The operator processes personal data in accordance with the generally binding laws of the Slovak Republic, mainly REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27th April 2016 on the protection of natural persons with regard to the processing of a personal data and the free movement of such data, which repeals Directive No. 95/46/ES (General Data Protection Regulation), and Act no. 18/2018 Coll. on the Protection of Personal Data (hereinafter referred to as "Act").

7.2 Regarding the processing of my personal data, I have the following rights: (i) right to access my personal data; (ii) right to rectification of my personal data; (iii) right to erasure of my personal data; (iv) right to restrict the processing of my personal data; (v) right to object to the processing of my personal data; (vi) right to data portability; (vii) right to file a complaint at the respective body, i.e. the Data Protection Office. For more details about the protection and processing of my personal data, I can contact privacy@tmr.sk.

VIII. General provisions

8.1 The park rules are binding for all water park clients and operator's employees.

8.2 All water park clients are obliged to respect warning, mandatory, prohibition and information signs and/or other warnings and are not allowed to damage or remove them.

8.3 The water park clients must leave the park before the end of its times of operation.

8.4 Any wishes, questions, comments and complaints shall be written to the book of complaints which is located at the main ticket office or presented personally to the manager of the cashier system.

8.5 If any client - natural person, i.e. user who does not perform the line of his/her business, occupation or profession when concluding and/or performing his/her consumer contract is not satisfied with the way how the operator, i.e. the seller has dealt with his/her complaint or thinks that the operator has violated his/her rights, he/she is entitled to ask the operator, i.e. the seller to have the respective problem rectified. If the operator rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, once asked by the client as mentioned above, the client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the operator, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or

electronically on ars@soi.sk or adr@soi.sk; or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s>). Every client has the right to choose which of the above mentioned bodies for alternative dispute resolution he/she chooses to have his/her problem dealt with. To ask for alternative dispute resolution, every water park client can use an online platform which is available on http://ec.europa.eu/consumers/odr/index_en.htm. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

8.6 If any client loses a chip which is valid for 1 or more days in the water park, he/she has to pay a financial compensation of 60 €. If he/she shows a receipt that proves the debit has been paid, he/she has to pay a financial compensation of 10 €. If any client loses a season pass which has been purchased online via the GOPASS e-shop and is loaded on a GOPASS card, the terms and conditions of the Mega Aqua Pass effective in the summer season of 2018 apply.

8.7 Every water park client is obliged to return his/her wristband with an electronic chip at cash desks at the water park exit when leaving the park and to pay for additional package services, meals, drinks and other services that he/she has used without having paid for them in cash while staying in the park. If any client fails to pay for additional package services, meals, drinks and other services that are recorded on his/her wristband and that he/she has used while staying in the park without having paid for them in cash, such acting shall be regarded as violation of the park rules. The operator is entitled to claim payment for such services. Personal data that clients provide for the purpose of the GOPASS system and which are processed in accordance with § 10 Sec. 3 letter. b).

8.8 The water park may be offered at disposal for schools, social and sports organisations at certain hours. In such case, the respective section(s) of the park is/are not accessible for the public or cannot be used for swimming.

8.9 The operator reserves the right not to allow any more clients to enter the water park once the maximum capacity of the park is reached.

8.10 In case of bad weather such as storm or strong wind, all water park clients are obliged to leave the pools for safety reasons. If any water park client decides to leave the water park complex due to bad weather, he/she is not entitled to be returned the entrance fee or its aliquot part paid back or to receive any other financial or non-financial compensation for having left earlier.

8.11 The operator reserves the right to change the opening times of individual attractions in the water park (pools, water slides, sports grounds, slides, buffets, restaurants, etc.) in case of bad weather such as rain, storm, strong wind, darkness, fog, low visibility or for technical or operating or safety reasons. In case of any of the above mentioned events, water park clients are not entitled to be returned the entrance fee or its aliquot part paid back or to receive any other financial or non-financial compensation.

8.12 The operator is not responsible for any personal belongings if these get lost inside the park or at attractions.

These park rules become effective on the day they are issued.

Date of issue: 29/06/2018

Operator: Eurocom Investment, s.r.o., with registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 357 56985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion no. 14558/L