



## COMPETITION STATUTES

### Big Summer Competition for Points

1. These "Big Summer Competition for Points " statutes comprehensively and bindingly specify the rules and conditions of the Competition (hereinafter referred to as the "Statutes"). The subject of these Statutes is to set the rules and conditions of the Competition published on the website: [www.gopass.travel](http://www.gopass.travel).
2. The "Great Summer Competition for Points " (hereinafter referred to as the "Competition") is announced and organised by the GOPASS SE company, with the registered office at Komořanská 326/63, Modřany, 143 00 Prague, Czech Republic, Company number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, file no. H 2546 (hereinafter referred to as "**GOPASS SE**"), which operates the Gopass programme (hereinafter referred to as the "**Gopass programme**").
3. The Organiser operates the Gopass programme, through which it enables the sale of selected products of Gopass programme business partners and simultaneously allows members of the Gopass programme to collect points for purchasing selected products and services of Gopass programme business partners and subsequently redeem the collected points for discounts on selected products and services in the Gopass programme or in the facilities of Gopass programme business partners.
4. **Participation in the Competition:**
  - 4.1. Only individuals who are registered members of the Gopass programme, main account holders (Master) and have a sufficient number of points, i.e. at least 100, in their Gopass accounts can participate in the Competition.
  - 4.1 Every natural person meeting the criterion specified in point 4.1 of these Statutes who activates a Competition participation voucher for 100 points in their Gopass account on the website [www.gopass.travel](http://www.gopass.travel) from 9/7/2024 8:00 a.m. to 31/10/2024 12:00 midnight will be included in the database of Competition participants.
  - 4.2 The Competition is a consumer competition intended for regular participants; therefore, the use of any automatic systems for registering in the Competition (so-called robots) is prohibited. The Organiser reserves the right to exclude such registration from the Competition in case of suspicion of using an automatic system, or not to consider them to the specified extent.
  - 4.3 Every Competition participant can register for the Competition several times in the course of one month by activating vouchers (lottery tickets) either in the same month or in the following months, thus redeeming their points that expire on 31/10/2024. A higher number of activated vouchers increases the chances of winning.
  - 4.4 Individuals who are not registered as clients of the Gopass programme and are not main account holders (Master) cannot participate in the Competition. Individuals who have employment or other similar relationships with the Organiser or any legal entity connected with the Organiser (subsidiaries, parent or sister companies) also cannot participate in the Competition.
  - 4.5 By registering and participating in the Competition, every participant consents to the Organiser making visual and audio pictures and sound, visual or audio-visual recordings of the participant's personal expressions within the Competition or during any personal handover of the prize and provides the Organiser with exclusive rights to use these images and recordings for the purposes of the Competition and for Organiser's advertising purposes free of charge.

- 4.6** The Organiser is entitled to use participant s ' contact details for the purpose of sending so-called unsolicited commercial information, particularly notifications about other competitions organised by the Organiser, until the respective participant of the Competition expresses their disagreement with such actions. Disagreement with the sending of commercial offers can be expressed after each message containing a commercial offer. Disagreement (or object to processing for this purpose) can be expressed at any time by sending an email to: [info@gopass.sk](mailto:info@gopass.sk).
- 5 Mechanism of the Competition and drawing of winners:**
- 5.1** The Competition is going to run from 9/7/2024 8:00 a.m. to 31/10/2024 to 12:00 midnight in monthly intervals.
- 5.2** Winners will be drawn from the Competition participants by random selection (electronic drawing) as follows:
- for July 2024 by 10/8/2024
  - for August 2024 by 10/9/2024
  - for September 2024 by 10/10/2024
  - for October 2024 by 10/11/2024.
- 5.3** In each draw, the Organiser will choose the respective number of winners according to the number of prizes.
- 5.4** Competition participants are obliged to cooperate with the Organiser as required. Every winner will be contacted by the Organiser via email sent to the email address registered in their Gopass account. Prizes will be handed over to the winners by uploading vouchers containing individual prizes to the winners' personal zone accounts in the Gopass programme (Gopass vouchers section) on the website [www.gopass.travel](http://www.gopass.travel) or in the Gopass.travel app, including specifying the conditions for use, validity periods, the type of prize, etc.
- 6 Prizes:**
- 6.1** The following prizes are set by the Organiser for individual months:
- 6.1.1 July 2024 – draw by 10/8/2024
- 10 x 3-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)
  - 10 x 2-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)
  - 10 x return cable car ticket valid in the summer season until 31/10/2024 (resort choice at the winner's discretion)
  - 1 x Gopass SKI Season Pass valid in the 2024/2025 winter season
  - 1 x 3-night holiday for 2 people at Grandhotel Jasná or the Tri Studničky hotel or Grandhotel Praha Tatranská Lomnica or Grandhotel Starý Smokovec until 29/11/2024
- 6.1.2 August – draw by 10/9/2024
- 10 x 3-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)
  - 10 x 2-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)
  - 10 x return cable car ticket valid in the summer season until 31/10/2024 (resort choice at the winner's discretion)
  - 1 x Gopass SKI Season Pass valid in the 2024/2025 winter season
  - 1 x 3-night holiday for 2 people at Grandhotel Jasná or the Tri Studničky hotel



or Grandhotel Praha Tatranská Lomnica or Grandhotel Starý Smokovec until 29/11/2024

6.1.3 September – draw by 10/10/2024

10 x 3-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)

10 x 2-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)

10 x return cable car ticket valid in the summer season until 31/10/2024 (resort choice at the winner's discretion)

1 x Gopass SKI Season Pass valid in the 2024/2025 winter season

1 x 3-night holiday for 2 people at Grandhotel Jasná or the Tri Studničky hotel or Grandhotel Praha Tatranská Lomnica or Grandhotel Starý Smokovec until 29/11/2024

6.1.4 October – draw by 10/11/2024

10 x 3-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)

10 x 2-day ski pass valid in the 2024/2025 winter season (resort choice at the winner's discretion)

1 x Gopass SKI Season Pass valid in the 2024/2025 winter season

1 x 3-night holiday for 2 people at Grandhotel Jasná or the Tri Studničky hotel or Grandhotel Praha Tatranská Lomnica or Grandhotel Starý Smokovec until 29/11/2024

- 7 The Organiser reserves the right to announce special prizes at their discretion. If the first Competition participant does not win the respective special prize mentioned in the previous sentence, the Organiser may, at their discretion, contact other selected Competition participants according to their order, or conduct a new draw. Special rewards, if not won, cannot be carried over to the following days and are forfeited unless otherwise specified by the Organiser.

**8 Exclusion of participants from the Competition:**

**8.1** Every participant is obliged to act according to the Organiser's instructions as per these rules. The Organiser is further entitled to exclude any participant from the Competition if they act contrary to the content or meaning of these rules, do not meet the conditions for participation or act contrary to legal regulations.

**8.2** Every participant is obliged to provide the Organiser with the data necessary for their identification if asked (mainly name, surname, address, date of birth, phone number, email address) unless these data are already provided in the participant's Gopass programme registration. If any participant of the Competition does not provide the data according to the previous sentence, provides false data, or it is impossible to contact or identify the participant based on the available data, the Organiser is entitled to exclude the participant from the Competition. The provision of the previous sentences applies similarly to the data necessary to hand over individual prizes.

**8.3** Any participant excluded from the Competition loses the rights arising from the participation in the Competition and loses the claim on any potential prize, which is thus forfeited by the Organiser. If the Organiser excludes a winner from the Competition, they are not obliged to repeat the Competition. The Organiser is not required to inform any participant about their exclusion from the Competition. They will do so only at the request of the Competition participant.

**8.4** If the Organiser discovers that a person who does not meet the participation conditions or is excluded from participating in the Competition (mainly according to

point 8) has participated in the Competition, the provision of the previous point applies similarly, and the exclusion from the Competition occurs automatically, without the need for the Organiser to decide.

**8.5** Participants are not reimbursed for any costs incurred in connection with the participation in the Competition, winning or using the prize by the Organiser. If any winner does not use their prize according to the set conditions or misses the deadline for its use, they are not entitled to any financial or non-financial compensation.

**8.6** Every winner shall also be informed of the value of the prize, because in accordance with Act No. 595/2003 Coll. on Income Tax, as amended, if the value of a prize exceeds 350 EUR, the amount exceeding the value of 350 EUR is subject to taxation. The tax, as well as all other fee obligations (including health insurance contributions) that may apply to acquiring the prize shall be paid by the winner in the entire amount stipulated by applicable generally binding legal regulations. If any winner is a tax resident of another country, their tax and fee obligation concerning the prize is governed by the legal regulations valid and effective in the country of their tax residence; the winner is solely responsible for fulfilling their tax and fee obligations.

## 9 General Provisions

**9.1** Competition prizes are provided by the Organiser of the Competition. Winners are not obliged to accept their prizes. In such a case, the respective prize is forfeited. A prize is also forfeited if the respective winner does not meet the required conditions. Winners are not entitled to any material or other compensation unless the Organiser explicitly determines otherwise. Prizes cannot be claimed legally.

**9.2** The Competition Organiser reserves the right to limit, postpone, interrupt, cancel or change the rules of the Competition at any time. The Organiser is entitled to decide on all matters relating to the Competition at their discretion and definitively. Any changes to the Competition rules shall be announced to the participants by publishing on the website: [www.gopass.travel](http://www.gopass.travel).

**9.3** All participants in the Competition are obliged to adhere to the Competition rules and the instructions of its Organiser.

**9.4** The original of these rules is stored at the Organiser's office.

## 10 Processing of personal data and consent to their processing

**10.1** Personal data of individual participants in the Competition are processed in accordance with applicable legal regulations related to the protection of personal data, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Act No. 18/2018 Coll. on the protection of personal data and on the amendment and supplementation of certain laws, as amended. More information about the processing of personal data by the Organiser is available on the Organiser's website: [www.tmr.sk](http://www.tmr.sk) in the GDPR section.

**10.2** Personal data are processed based on the following legal grounds:

10.2.1 Participation in the competition, drawing and announcement of the winner – acceptance of the Competition terms, i.e. a contract in which the person concerned is one of the contracting parties is the legal basis for the processing of personal data;

10.2.2 Winner's draw broadcast – legitimate interest of the Operator is the legal basis;

10.2.3 Retention for the purposes of fulfilling obligations under special

regulations –fulfilment of obligations under financial law regulations (applicable only if tax obligations are associated with the fulfilment) is the legal basis for the processing of personal data.

## 10.3 Scope of processed data.

10.3.1 Participation in the Competition (registration and contact), drawing and announcement of the winner – name, surname, electronic address.

10.3.2 Announcing the winner – every Competition participant acknowledges that in the event of winning, their personal data will be published to the extent of identifying the winner and the date of prize acceptance. By participating in the Competition, the participant also acknowledges that the Organiser is entitled to make visual, audio and audio-visual recordings of the winners or collect their personal statements and they agree to the publication of their name and surname. In the event of winning, they accept the use of their likeness, written statements, images, and audio-visual recordings related to their person or personal statements provided to the Organiser or made by the Organiser in connection with organising the Competition and awarding and using the prize for commercial purposes in all communication media, regardless of their nature and purpose, in all customary ways, including subsequent editing and potential combination with other works or inclusion in a collective work. Every participant grants their consent to the Organiser free of charge, without material, temporal, quantitative or territorial limitation.

10.3.3 Retention for the purpose of fulfilling obligations under special regulations – name, surname, address, contact, date of prize acceptance to which tax fulfilment is linked.

**10.4** By joining the Competition, every participant grants the Organiser consent to process their personal data provided within the Competition, to use their email address for the purpose of contacting the participant during the Competition and to provide information about the progress of the Competition until their consent is cancelled in writing.

**10.5** By joining the Competition, every participant confirms that they have been informed by the Organiser about all rights arising from applicable legal regulations. Every participant acknowledges that they provide their data voluntarily, can cancel their consent free of charge and in writing at the Organiser's registered office at any time, have the right to access their personal data, to have these personal data corrected, incorrect personal data blocked and disposed of. Every participant has the right to access their provided personal data and the right to contact the Office for Personal Data Protection if they discover that the Organiser has violated their obligations when processing the data. Data provided by participants may be processed by other persons authorised by the Organiser in a manner customary for processing data for marketing purposes. Processed data may be made available by the Organiser to third parties involved in organising the Competition or other marketing events of the Organiser and members of the TMR Group.

**10.6** More information on the processing of personal data is available at <https://tmr.sk/sk/onas/gdpr>.

# ***GOPASS***

In Prague on 8/7/2024

**GOPASS SE**

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Česká republika

IČO: 17107148

Spoločnosť je zapísaná v Obchodnom registri Mestského  
súdu v Prahe, sp. zn. H 2546