

## General terms and conditions

These General Terms and Conditions govern the legal relations between BKK Destination Marketing Co., Ltd, established at 42/198 North LeabKlong Pasicharoen 8/1 Nong Khaem, Nong Khaem, Bangkok 10160 (hereinafter referred to as the "the Provider") and the holder of Bangkok Tourist discount Card- Bangkok Tourist Card (hereinafter referred to as the "Cardholder").

### **1.1 Bangkok Tourist Card (hereinafter referred to as the "BTC")**

BTC is a plastic or digital card with a unique QR code and a number that allows its holder to receive discounts and other benefits from contract partners - discount providers listed at [www.bangkoktouristcard.com](http://www.bangkoktouristcard.com) website. All BTC's contractual partners undertake to provide the holder of the offered discounted services and services on a qualitative and quantitative basis under the conditions stated on the project website.

Each use of the BTC is registered with the contractual partner in the BTC Information System, which serves for the administration and operation of the discount system, the production of statistics and records of issued BTC cards (hereinafter referred to as the "IS BTC") via an electronic reader by reading a unique QR code directly to the electronic database. The card can only be used for the purposes it is intended for.

### **1.2 Cardholder**

The Cardholder is the person who has the BTC Card:

- (i) Purchase online in a digital version at [www.bangkoktouristcard.com/order](http://www.bangkoktouristcard.com/order) or by contractors
- (ii) purchase, as a plastic card, from BTC's contractual partners and contractual distribution points (accommodation facilities, travel agencies, and other companies), local retailers, sales networks
- (iii) acquire free of charge from BTC's official contractual and distribution partners or other partners who have purchased the BTC officially, or through promotions and benefit programs

1.2.1 Bangkok Tourist Card is designed for an adult who pays basic admission in facilities and services. The BTC and its concept are designed to give the cardholder a real discount on the base price of the contractual partners. Although the BTC team does everything possible to ensure that cardholders receive the best discounts, the provider cannot influence the pricing of the contractors and does not guarantee and is not responsible for special, limited promotions where the base price may be lower than usual as well as preferential entries for seniors children or invalids.

### **1.3 Contractual relationship**

There is a contractual relationship between the Provider and the Cardholder under the following conditions:

- (i) when acquiring or receiving a plastic or digital version of the BTC Card with contractors or distribution points, or other official partners authorized to distribute the BTC
- (ii) when purchasing online through the BTC Web Portal or with contractual contractors

1.3.1 Before using BTC, the Card Holder is obliged to activate the Card and agree to the General Terms and Conditions and Privacy Policy in Section 1.13.

#### Card activation:

a) Plastic Card - Before using it for the first time, you need to activate your card at [www.bangkoktouristcard.com/activate](http://www.bangkoktouristcard.com/activate) . After completing the necessary data for card activation and consent to the General Terms and Conditions and Privacy Policy, the card will be included in the IS BTC electronic database and activated.

b) Digital Card - by completing the order form at [www.bangkoktouristcard.com/order](http://www.bangkoktouristcard.com/order) and agreeing to the General Terms and Conditions and Privacy Policy, after making a payment, an email with unique number and instructions on how to apply the digital card to the mobile application will be sent to the applicant.

#### **1.4 BTC validity**

The BTC is valid for 5 days (120 hours) after activation if it is a plastic card or purchase in case of a digital card. By the expiry of the validity of the BTC, the contractual relationship between the Provider and the Cardholder shall cease to exist.

#### **1.5 Rights and obligations of the cardholder**

1.5.1 During the period of validity, the Cardholder is entitled to use all discounts from the contractual partners to the extent stated on the project website [www.bangkoktouristcard.com](http://www.bangkoktouristcard.com) . The Cardholder is obliged to accept the operating time and the operating rules of the contractual partner. The Cardholder is obliged to keep the BTC carefully and to protect it from mechanical damage and loss. BTC may not pass on to third parties.

1.5.2 The Cardholder becomes BTC client automatically when using the BTC's contractual partner services. The Cardholder is required to show a valid BTC when applying the discount and a valid identity card upon request. All cardholder's claims related to the provision of the service of the respective contractual partner, in particular, the claim for damages caused by the contractual partner, shall be exercised by the Cardholder against the respective contractual partner. The Provider is not liable for any damage caused to the Cardholder when using the Contractual Partner's services. The Provider is not responsible for the safety and quality of the services and goods offered. The legal relationship between the Provider's contractual partner and the Cardholder is governed by the business terms of the respective contractual partner.

1.5.3 In case of not provided discount from any service provider, the Cardholder is required to inform the Provider without any delay, indicating the name of the Provider, the exact time and circumstances of the non-provision discount, and proof of payment for the service.

#### **1.6 Non-transferable**

Bangkok Tourist Card is non-transferable and therefore, upon activation, it is not possible to change its holder or otherwise assign rights to use the card to another person.

#### **1.7 Loss / Theft / Early Departure**

The lost or stolen card cannot be replaced and the Provider does not provide any compensation for the non-use of the service.

#### **1.8 Misuse/Abuse**

The Provider shall be entitled to block BTCs without compensation for serious reasons such as misuse of BTC by its holder or assignment of BTC to third parties. In case of misuse or suspicion of misuse of

the BTC, the contractor is entitled to request the holder's identity card and detain the card without compensation.

## **1.9 Changing the range of services and partners pricing policy**

1.9.1 In connection with the technical condition of the operation or other unforeseen circumstances with the contractor, a temporary restriction of the service offered may occur. to cancel the service listed in the BTC. The Cardholder is not entitled to any compensation or reduction in the price in the event of downtime or a total restriction of the Services based on the above. The limitation or total downtime of the service will be published by the provider as soon as possible on its website [www.bangkoktouristcard.com](http://www.bangkoktouristcard.com).

1.9.2 A change in the price of the contracting partner's services is reserved. The Provider is not responsible for the pricing policy of the contractors.

## **1.10 Refund policy**

1.10.1 BTC Candidates are entitled to withdraw from the online purchase of a digital version of the BTC via the Provider's Web Site at [www.bangkoktouristcard.com/order](http://www.bangkoktouristcard.com/order) within 14 days of receiving the unique BTC number with instructions, without giving any reason.

The purchase withdrawal entitlement arises only if the digital version of the BTC has not been activated and/or used. The withdrawal period shall be deemed to be maintained if the notice of withdrawal has been sent no later than the last day of the period. The right of withdrawal shall expire upon expiry of the 14-day period.

1.10.2 The right to withdraw from the purchase is required to be sent to the Provider's address or by e-mail, by the applicant for BTC in written form sent to the [marketing@bangkoktouristcard.com](mailto:marketing@bangkoktouristcard.com)

1.10.3 In case that the applicant has fulfilled the conditions for withdrawal from the purchase, the Provider shall, in agreement with the applicant on the basis of the provided proof of payment, refund the purchase price of the card in the form of a transfer of funds using the Paypal payment method.

1.10.4. Interested in BTC, resp. the BTC holder has the right to apply to the Provider for redress (email to [marketing@bangkoktouristcard.com](mailto:marketing@bangkoktouristcard.com)) if he is not satisfied with the manner in which the Provider handled his claim or if the Holder considers that the Provider has violated his rights.

## **1.11 Privacy Policy**

### **1.11.1 Privacy information**

**Operator:** BKK Destination Marketing Co., Ltd 42/198 North LeabKlong Pasicharoen 8/1 Nong Khaem, Nong Khaem, Bangkok 10160

**Contact:** [marketing@bangkoktouristcard.com](mailto:marketing@bangkoktouristcard.com)

**The operator is processing the following range of Cardholder data:**

- Name and surname
- Year of birth
- E-mail
- Country
- List of used discounts for specific contractors
- Time and date of use of discounts for specific contractors
- Cardholder ID

Information and payment details are outside of Operator's petitions and their processing are governed by strict security rules and principles of the payment gateway supplier and operator.

Cardholder data is stored and processed in a secure special BTC IS database that meets the latest and most stringent privacy and security standards according to the latest European Union Regulation The General Data Protection Regulation (GDPR) Regulation (EU) 2016/679.

The Cardholder acknowledges and agrees that its data, to the extent specified, is processed by the Operator, the contractors, whose cardholder has used the discount and, where applicable, by third parties that co-operate with the Operator, or are directly involved in the BTC purposes according to 1.11.2 Purpose of processing.

#### **1.11.2 Purpose of processing:**

- processing of personal data within, the name, surname, email address, country to identify the Cardholder and for the purpose of providing discount
- marketing purposes for the purpose of producing statistical outcomes and surveys of Bangkok traffic
- Creation of marketing strategies, targeting of destination or individual partners and direct marketing
- a benefit program for cardholders and rewards
- informing cardholders of news and exclusive offers

#### **1.11.3 Cookies on the BTC website [www.bangkoktouristcard.com](http://www.bangkoktouristcard.com)**

Visiting and using the website gives the visitor respectively. the user his consent to the Operator to use cookies. Cookies are stored on the user's side as short text files and serve to distinguish users. By visiting the BTC website and agreeing to these Terms and Conditions, the User agrees with the use of short text files "cookies" to obtain user information in accordance with the European Parliament's Privacy Policy and Privacy Policy in the electronic communications sector. The Operator is not responsible for third party cookies.

#### **1.11.4 The cardholder's right of the person concerned**

The person who provided personal data has the following rights to protect their personal data:

1. require the operator to access personal data relating to him;
2. for the correction of personal data (correction of incorrect data and completion of incomplete data);
3. for the deletion of personal data and the right to restrict the processing of personal data;
4. object to the processing of personal data;
5. the portability of personal data;
6. the right to provide personal data to the extent necessary to conclude the contract. Failure to provide personal data will result in the inability to conclude the contract (purchase of the BTC).

## **1.12 Final provisions**

1.12.1 The Provider is entitled to amend these General Terms and Conditions at any time. The change of terms and conditions is valid, effective and thus binding on both the cardholder and the provider, unless a later date is specified, the first business day following the date on which the cardholder was notified of the change of terms by posting at [www.bangkoktouristcard.com/gtc](http://www.bangkoktouristcard.com/gtc).

1.12.2 The legal relations between the Provider and the Cardholder are governed by the laws of the Kingdom of Thailand.

1.12.3 These General Terms and Conditions entry into force on 01.07. 2019.