

Park Hotel Hévíz***
General Terms and Conditions of Accommodation Contract and Data
Protection Guide

Table of contents

| | |
|---|----|
| Table of contents | 1 |
| 1. Preamble | 3 |
| 2. Definitions | 3 |
| 3. General rules – the scope of the General Terms and Conditions and Data Protection Guide..... | 5 |
| 4. The Accommodation contract, the reservation, modifications, obligation for notification | 5 |
| 5. Rights and obligations..... | 6 |
| 6. The term of the Contract | 8 |
| 7. Arrival and departure | 8 |
| 8. The extension of the accommodation service | 9 |
| 9. Cancellation of the Accommodation Contract | 9 |
| 10. No show | 9 |
| 11. Termination of Contract, ceasing of obligation to provide services..... | 10 |
| 12. Force Majeure..... | 10 |
| 13. Disease or death of the Guest | 11 |
| 14. Additional services..... | 11 |
| 15. Additional services - <i>Pets</i> | 11 |
| 16. Additional services – <i>Mandatory cleaning</i> | 11 |
| 17. Additional services – <i>Overuse</i> | 12 |
| 18. Rates | 12 |
| 19. Payment terms, guarantee | 12 |
| 20. Discounts for minors | 13 |
| 21. Compensation liability of the contracting party..... | 13 |
| 22. Compensation liability of the Service Provider..... | 13 |
| 23. Data protection..... | 14 |
| 24. Data management - <i>Using hotel services</i> | 15 |

| | | |
|-----|---|----|
| 25. | Data management - <i>Room reservations</i> | 15 |
| 26. | Data management - <i>Hotel registration cards</i> | 16 |
| 27. | Data management - <i>Surveillance cameras</i> | 16 |
| 28. | Data management – <i>Frequent Guest Programme</i> | 17 |
| 29. | Data management – <i>Voucher</i> | 17 |
| 30. | Data management – <i>Newsletter</i> | 17 |
| 31. | Data management – <i>Guestbook</i> | 18 |
| 33. | Data management – <i>Credit/Bank card data</i> | 18 |
| 34. | Data management - <i>Facebook page</i> | 18 |
| 35. | Data management - <i>Website traffic data</i> | 19 |
| 36. | Data management - <i>Data safety</i> | 19 |
| 37. | Data management - <i>Data processor</i> | 19 |
| 38. | Data management - <i>Data transfer</i> | 20 |
| 39. | Rights..... | 20 |
| 40. | Corrections..... | 20 |
| 41. | Deletion and blocking, objection | 21 |
| 42. | Remedy..... | 21 |
| 43. | Compensation and injury claims..... | 21 |
| 44. | Governing law, jurisdiction | 22 |

1. Preamble

1. The operator of Park Hotel Hévíz*** (hereinafter referred to as Hotel) as Service Provider hereby draws the attention of its all customers, Guests, as well as visitors (hereinafter referred to collectively as Guest(s)) of the website that if you want to be the user of the website above, or wishes to be the customer of the Service Provider, then carefully read these General Terms and Conditions and Data Protection Guide.

2. Definitions

1. Service Provider: means the entity that accommodates Guests against remuneration:
 - a) Name: PARK LIFE SPA Vendéglátóipari Kft.
 - a) Registered site: 8360 Keszthely, Ruszek József utca 40.
 - b) Hotel address: 8380 Hévíz, Petőfi Sándor u. 26.
 - c) General Manager and owner: Ms. Olga Davidenko
 - d) Company reg. number: 20-09-073885
 - e) Tax nr: 24746483-2-20
 - f) Phone: +36 83 341 190
 - g) Fax: +36 83 341 193
 - h) E-mail: info@parkhotelheviz.hu
 - i) Website: <http://parkhotelheviz.hu/>
2. Guest means an individual that uses accommodation. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends etc.).
3. Accommodation contract or Contract means a contract between the Guest and Service Provider.
4. Contracting party means the Guest in the Accommodation contract.
5. Parties: the Service Provider and the Guest jointly - if the terms and conditions are met - become Contracting Parties of the Contract.
6. General Terms and Conditions and Data Protection Guide (or GTCDPG) means the present documentation.
7. Additional services: all services provided by the Service Provider based on the Contract or the GTCDPG, excluding the accommodation service.
8. Data subject: any specific natural person identified or identifiable (directly or indirectly) based on the personal data, primarily data subject is the Guest.

9. Personal data: any data that can relate to the data subject - especially the data subject's name, identification number, as well as one or more pieces of information characteristic of their physical, physiological, mental, economical, cultural or social attributes - and any such conclusions regarding the data subject that can be drawn from such data;
10. Consent: voluntary and specific expression of the data subject's intention, which is based on proper information and by which the data subjects provide a clear and unambiguous consent to managing their personal data comprehensively or for particular operations;
11. Objection: a statement by the data subjects in which they object to the management of their personal data and request the termination of data management and/or the deletion of the data managed;
12. Data Controller: the natural or legal persons or organizations not having a legal personality, who or which determine the purpose of data management on its own or together with others, and make and carry out the decision regarding data management (including the equipment used), or have the data processor entrusted by them to carry out such decisions; Data Controller is the Service Provider.
13. Data management: regardless of the procedure applied; any operation or the whole of operations performed on data, specifically including the collection, recording, systematization, storage, modification, application, query, transfer, publication, harmonisation or linking, blockage, deletion and destruction of data, as well as the prevention of the further usage of such data, photographing, audio or visual recording, as well as the recording of physical attributes suitable for the identification of a person (e.g.: finger- or palm prints, DNA samples, iris scans);
14. Data transfer: rendering data accessible for certain third parties;
15. Publication: rendering data accessible for the general public;
16. Data deletion: rendering data unrecognisable in such a manner that their restoration is no longer possible;
17. Tagging data: applying an identifying mark to the data in order to distinguish them;
18. Data blocking: applying an identifying mark to the data in order to block their management for a defined period of time or for good;

19. Data processing: performing any technical tasks related to data management operations, regardless of the method and equipment applied for the performance of such operations as well as of the place of application, provided that the tasks are performed in terms of data;
20. Data processor: natural or legal persons and/or organizations not having a legal personality, who or which perform data processing activities based on their contract with the data controller - including contracts concluded pursuant to legal provisions;
21. Third party: natural or legal persons and/or organizations without a legal personality, who or which are not identical with the data subject, the data controller or the data processor.

3. General rules – the scope of the General Terms and Conditions and Data Protection Guide

1. The GTCDPG applies for the hotel accommodation contracts as well as all other Guest-related activities and services, supplies provided by the Service Provider.
2. According to the section 1, the present General Terms and Conditions and Data Protection Guide regulates the use of the lodgings and related services provided by the Service Provider in general and provides a general overview on how the Service Provider manages data in the course of its services.
3. According to the section 1, the subjects of the GTCDPG are the Service Provider and the Guest.
4. The present GTCDPG valid from 1st July, 2016.
5. Special, unique conditions do not constitute part of the indicated GTCDPG, but do not exclude the drawing up of special agreements with tour operators and organisers from time to time with conditions adjusted according to the type of business.

4. The Accommodation contract, the reservation, modifications, obligation for notification

1. Upon the Guest's request for reservation, an accommodation contract comes into existence upon the Service Provider's corresponding confirmation of the reservation.
2. Upon written or verbal inquiry by the Guest, the Service Provider makes an offer. If no order is placed within 48 hours of sending the offer, the

obligation of the Guest to honour the offer ceases to be binding.

3. The Contract comes into effect when the Service Provider confirms in writing the verbal or written booking of the Guest, and as such is qualified a Contract concluded in writing. Any booking, agreement, modification or the confirmation of these by the Service Provider are not qualified as contracts.
4. In the event that an order for services is placed directly with the Service Provider, the Guest is qualified as the Contracting Party.
5. In the event that an order for services is placed with the Service Provider by a third party commissioned by the Guest (hereinafter Agent) the terms and conditions of the co-operation shall be regulated by the contract concluded between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful.
6. The Accommodation contract contains the
 - a) arrival and departure dates
 - b) Guest's name, e-mail address and/or phone number
 - c) number of the Guests
 - d) provision of accommodation and additional services
 - e) the room type
 - f) the price(s) and the payment method
7. The Contract can only be modified and/or complemented by a written agreement signed by the Parties.

5. Rights and obligations

1. The Service Provider shall:
 - a) provide the accommodation and other (Additional) services ordered based on the Contract in line with the valid stipulations and service standards;
 - b) examine the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.
2. In the event that the Guest fails to meet his/her fee payment obligation related to the used services, or contractually ordered but not used services that carry a penalty, the Service Provider - to ensure the claim is met - has a right of pledge on the personal belongings the Guest has brought to the hotel.

3. The Contracting party is obliged to settle the value of the contractually ordered services by the date and with the method laid down in the Contract or in the present GTCDPG.
4. The Guest is obliged to pay the fees applying to or agreed on for provision of accommodation and additional services he/she has used.
5. Pursuant to the contract and the present, the Guest is entitled to the proper use of the ordered room and establishments of the place of accommodation that belong to the usual service sphere, and are not under the effect of special conditions.
6. The Guest may complain about the performance of the services provided by the Service Provider during his/her stay at the place of accommodation.
7. According to the section 5.1.b, the Service Provider is obliged during this period to handle complaints justifiably sent to it in writing (or recorded by the Service Provider).
8. Any right to complaint by the Guest shall cease after departure from the place of accommodation.
9. The Guest shall ensure that children under 14 under his/her responsibility shall stay in the hotel of the Service Provider only under adult supervision.
10. The Guest shall not bring in any of his/her own food or drink to the food and beverage units of the hotel.
11. Service Provider shall be entitled to ask police assistance if the Guest, or third party or the situation needs it.
12. In the event that the hotel of the Service Provider is at fault for failing to provide the services listed in the contract (e.g. overbooking, temporary problems of operation, etc), the Service Provider is obliged to provide accommodation for the Guest without delay.
13. Guarantee for Accommodation: The Service provider is obliged:
 - a) to provide the services listed in the Contract at the rate and for the period confirmed - or until the conclusion of the incapacitation - in another place of accommodation of the same or of a higher category. Any additional costs for the replacement accommodation shall be borne by the Service Provider;

- b) to ensure the Guest is able to make a phone call free of charge to give notification of the change of accommodation should he/she need to do so;
- c) to ensure the Guest is transferred free of charge to the replacement accommodation, and back to the original accommodation should that become available again later.

14. If the Service Provider fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation will be accepted.

6. The term of the Contract

1. The Contract on the use of accommodation services covers a defined period of time.
2. If the Guest checks out prior to the end of a defined period of time (departure date), the Service Provider is entitled to the 100 percentage of the value of the services set down in the Contract.
3. In this case, the Service Provider is entitled to sell the available room before the contracted period of stay ends.

7. Arrival and departure

1. Booked rooms shall be available to the Guest from 2.00 p.m. on the agreed date of arrival.
2. Should the Guest wish to occupy the room before 6.00 a.m. on the day of arrival, the Guest will also be charged for the previous night.
3. On the agreed date of departure, the room(s) shall be vacated and placed at the Service Provider's free disposal by 10.00 a.m. at the latest.
4. Maximum one minor under age 12 years together with one or two adult Guest(s) can stay in one room.
5. If two more than two minors are claimed to accommodate in rooms, then two or more rooms shall be reserved previously, and one or two adult(s) shall be accommodated in the reserved rooms, according to the rule defined in the section 7.4.

8. The extension of the accommodation service

1. The Service Provider must approve in advance any extension of the use of the accommodation service that is initiated by the Guest. In such instances the Service Provider may request the payment of the fee for those services already provided.
2. In case of extension of the Accommodation contract (service), the Guest shall be obliged to notify the reception not later than 10:00 AM on the departure date.
3. In case of extension of the Contract, the offered price(s) of the service(s) shall be the price(s) of the actual rack rate, without discount. Service Provider shall at its discretion be entitled to differ from this rule for the Guest benefit.
4. Service Provider has no obligation to extend the Accommodation Contract.

9. Cancellation of the Accommodation Contract

1. Unless otherwise stated by the Service Provider in its offer, the accommodation service may be cancelled, rescinded without a penalty payment obligation over 7 days before 6.00 pm local time on the day of arrival.
2. Unless otherwise stated by the Service Provider in its offer, and Guest cancels, rescinds the booking within 3-7 days before 6.00 pm on the day of arrival, Service Provider shall charge the total value of prepaid amount, as a penalty.
3. Unless otherwise stated by the Service Provider in its offer, and Guest cancels, rescinds the booking within 3 days before 6.00 pm on the day of arrival, Service Provider shall charge the total value of the accommodation service stated in the Accommodation Contract (confirmation of the order).
4. If Guest booked services on non-refundable basis, and cancelled the booking at any time, Guest shall lose the paid amount.

10. No show

1. If the Guest does not show up and fails to cancel the reservation by the appropriate deadline, and

- a) if the reservation was guaranteed by credit/debit card, then the the credit/debit card shall be charged the total value of the services stated in the Accommodation Contract (confirmation of the order), as penalty.
 - b) if the reservation was guaranteed by prepayment, then the Guest shall lose the prepaid amount and shall have to pay the rest of the total value of the services stated in the Accommodation Contract (confirmation of the order), as penalty.
 - c) if the reservation was guaranteed on non-refundable basis, then Guest shall lose the paid amount.
2. In the case of special conditions (e.g. package offers), Service Provider may differ from these rules.

11. Termination of Contract, ceasing of obligation to provide services

1. The Service Provider is entitled to withdraw from the Contract to provide accommodation services with immediate effect, and to be free from all obligation to provide services, if:
 - a) the Guest does not use properly the room or the building;
 - b) the Guest does not observe the security and order of the accommodation site, treats the employees in an objectionable or rough manner, is under the influence of alcohol or drugs and displays menacing, offensive or otherwise unacceptable behaviour;
 - c) the Guest has a contagious disease;
 - d) the Contracting Party does not meet his/her prepayment obligation by the agreed deadline.
2. The Contract between the parties cannot be honoured as a result of "force majeure".

12. Force Majeure

1. Any reason or circumstance (e.g.: war, fire, flood, rigours of weather, power shortage, strike) beyond the control of any party (force majeure) excuses any party from performing the obligations set in the Contract prior to this reason or circumstance existing. Parties agree to do

everything in their power to limit the possibility of these reasons or circumstances occurring and to remedy the damage or delay caused by them as soon as possible.

13. Disease or death of the Guest

1. In the event that during the time of using the accommodation service the Guest is taken ill and is not able to care for himself/herself on his/her own, the Service Provider is to offer medical help.
2. If the Guest falls ill or dies, the Service Provider will require a cost compensation from the dependant, heir or person settling his/her accounts, for the possible medical costs, the value of services used prior to the death and the incidental damages done to the equipment and furniture in the hotel related to the disease/death.

14. Additional services

1. Service Provider may/shall provide additional services for the Guests, based on the Contract and/or the GTCDPG. The list of the additional services in the GTCDPG contains the main additional services, and other additional services may be available based on special rules of the Contract.
2. The current extra fees of the additional services are available on the website and at the front office desk.
3. Guest shall be obliged to pay the extra fee(s) as the part(s) of the total price.

15. Additional services - Pets

1. Pets can generally be taken to the lodgings of the Service Provider.
2. They can be kept in the rooms and use the common areas to access the rooms under the supervision of the Guest. However, they cannot be taken to the breakfast area.
3. The Guest will be held fully liable for any damage caused by his/her pet.
4. Guide dogs are allowed.

16. Additional services – Mandatory cleaning

1. In the event that Guest is smoking in the non-smoking room or in the event of improper use of the room causing significant mess, Service Provider has the right to charge an extra fee for the mandatory cleaning.

17. Additional services – Overuse

1. If the room(s) shall not be vacated or placed at the Service Provider's free disposal by 10.00 a.m. on the date of departure, the Service Provider may charge an extra fee for the overuse.

18. Rates

1. The hotel room rates (Rack Rate) are displayed on the website, and in the hotel rooms or at the front office desk.
2. The Service Provider reserves the right to change its published rates without prior notification.
3. When publishing its rates the Service Provider shall indicate the tax content of the rates (VAT, Local Tax) valid at the time of the offer in line with legal regulations. The Service Provider shall transfer all surplus burdens arising from the amendment of the prevailing tax law (VAT, Local Tax) to the Contracting Party following notification thereof.
4. The rates quoted do not include any insurance.

19. Payment terms, guarantee

1. In order to guarantee the contractual use of the services, the Service Provider
 - a) requests prepayment; the 50% (fifty percent) of the the total value of the services stated in the Accommodation Contract (confirmation of the order). The prepayment has to be done at the time of placing order.
 - b) requests that the Guest has to pay the rest (50%) of the total value of the services stated in the Accommodation Contract (confirmation of the order) at the moment of check-in, prior to the occupation of the room(s).
 - c) may request prepayment on non-refundable basis. The prepayment has to be done at the time of placing order.

2. The prepayments and payments for the additional services (and others, e.g. damages) can be made only by
 - a) way of transfer, or
 - b) on the spot in cash,
 - c) by credit/debit card, or the
 - d) combination of the above mentioned ways.
3. The acceptable types of credit/debit cards are available on the website and at the front office desk. The AmEx cards are not acceptable.
4. The currency of the invoice issued on related services is HUF, which will be issued according to the Hungarian tax legislation. The amount for services offered, confirmed and used will be calculated in EUR currency, based on the currency exchange rate used by bank of the Service Provider, on the day of the payment.
5. The EUR amount will also be indicated on the invoice.

20. Discounts for minors

1. Discounts shall apply exclusively for children staying together with their parents and shall not apply for groups of students.
2. The fees of the services stated in the Contract for
 - a) minors age 0-4 years are free.
 - b) one minor ages 4-12 years are half free.
3. In the case of special conditions (e.g. package offers), Service Provider may differ from these rules.

21. Compensation liability of the contracting party

1. The Guest shall be held liable for all damages and inconvenience suffered by the Service Provider or a third person as a result of the actions of the Guest, his/her escort or any person(s) or pet(s) under his/her responsibility.
2. This liability remains in effect even if the aggrieved has the right to claim compensation for his/her damages directly from the Service Provider.

22. Compensation liability of the Service Provider

1. The Service Provider shall be liable for all damages suffered by the Guest within the establishment and caused by the Service Provider or its employee.
2. The Service Provider shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider, or that have been caused by the Guest himself/herself.
3. The Service Provider may designate places in the hotel that Guests may not enter. The Service Provider will not be held liable for any damages or injuries caused in such places.
4. The Guest shall report to the hotel any damages suffered and provide the hotel all data necessary for clearing the claim, perhaps to be included in the police report/procedures.
5. The Service Provider shall also be liable for damages suffered by the Guest as a result of the loss, damage or destruction of his/her possessions if these possessions were put in the room safe or in the central hotel safe, but shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider, or that have been caused by the Guest himself/herself.
6. The extent of indemnification is fifty times the sum of the contractual daily room rate, except if the damage is less than that.

23. Data protection

1. The Service Provider respects the personal rights of its Guests, hence it prepared this GTCDPG which is available in electronic format at the Service Provider's website as well as in print format in each hotel.
2. The Service Provider, as data controller, hereby states that it observes the provisions of Act 112 of 2011 (hereinafter: "Data Protection Act") on the rights for information management and freedom of information.
3. The Service Provider shall only manage personal data for pre-determined purposes, for the necessary period of time and in order to exercise its rights and fulfil obligations. The Service Provider shall only manage such personal data that are indispensable and suitable for fulfilling the objective of the particular data management activity.
4. If the Service Provider uses the received data for any other purpose than the original purpose of data collection, the Service Provider shall inform the data subjects in each case and ask for their specific, prior

consent and/or shall provide an opportunity for them to disallow such usage.

5. Personal data communicated to the Service Provider during the data management process shall only be disclosed to such persons contracted or employed by the Service Provider entrusted with duties in relation to the given data management process.

24. Data management - Using hotel services

1. The management of any data related to the data subject and the provision of services are based on voluntary consent, with the purpose of such data management to provide services and/or maintain contact.
2. In addition to the previous section, Guests consent to the Service Provider managing and/or archiving the personal data in order to
 - a) verify that the contract was concluded and/or performed, possibly enforce a claim, and/or;
 - b) fulfill the legal obligations to the authorities, and/or;
 - c) contact Guest in the term of the management of the data.
3. The term of the management of the data shall terminate upon the withdrawal of the consent of the relevant person. Such declaration on the withdrawal of the consent to data management shall be sent via mail to the registered seat (8360 Keszthely, Ruszek József utca 40.) or electronically to info@parkhotelheviz.hu.
4. Providing the required data by the Guests is a precondition for using hotel services.
5. In the case of particular services, additional data can be provided in the comments section, which allows for a complete assessment of the Guests' needs. Making room reservations and using other services, however, shall not depend upon the provision of such additional data.
6. If Guests have any further questions regarding the management of data, please send the enquiry to: info@parkhotelheviz.hu.

25. Data management - Room reservations

1. In the case of online, personal (paper-based) or phone reservations, the Service Provider requests/can request that the Guest makes the following data available:
 - a) room type/package type

- b) date of arrival
- c) date of departure
- d) number of adult Guests
- e) number of minors (not required)
- f) promotion code (not required)
- g) accepting the current GTCDPG
- h) first name
- i) last name
- j) e-mail address
- k) phone number

26. Data management - Hotel registration cards

1. Upon using hotel services, Guests shall fill in a hotel registration card, in which they give their consent to the Service Provider managing the data they are obliged to provide. The Service Provider shall manage such data in order to fulfil its obligations prescribed in the relevant legal regulations (particularly regarding the laws related to immigration control and tourism tax) as well as to verify the completion of services and/or to identify the Guests for as long as required by the competent authority to manage the fulfilment of obligations as defined in the given laws:

- a) first name
- b) last name
- c) place and date of birth
- d) address
- e) e-mail address
- f) passport number
- g) citizenship (not required)
- h) license plate number
- i) date of departure (not required)
- j) aim of traveling (not required)
- k) payment method

27. Data management - Surveillance cameras

1. The Service Provider operates surveillance cameras in the area of the hotel in order to ensure the security of Guests and their property. Camera surveillance is indicated by a pictogram and a warning sign with text.
2. The purpose of camera surveillance is the protection of property. More specifically, the purpose is to protect equipment with significant value as well as the personal valuables of Guests regarding detecting breaches of the law and catching perpetrators in the act, and the

prevention of such criminal acts cannot be done in any other way, and/or there is no other method of presenting evidence.

3. The floor map and the locations of the cameras marked on it are available at the front office desk.

28. Data management – Frequent Guest Programme

1. The Service Provider offers an option to its frequent guest to take part in a programme to get special offers, special prices due to its frequenter status. The Service Provider may request that the Guest makes the following data available:
 - a) first name
 - b) last name
 - c) e-mail address
 - d) phone number
 - e) dates of stays

29. Data management – Voucher

1. The Service Provider offers an option to its Guest to purchase vouchers. If Guest wishes to buy voucher(s), then the Service Provider may request that the Guest makes the following data available:
 - a) first name
 - b) last name
 - c) name of beneficiary
 - d) e-mail address
 - e) phone number
 - f) value of the voucher
 - g) address (not required)

30. Data management – Newsletter

1. The Service Provider offers an option to its Guest and the website visitors, to subscribe to its newsletter to get special offers, special prices via e-mail.
2. Subscribers can unsubscribe using the link in the newsletter, or sending a request to info@parkhotelheviz.hu or 8360 Keszthely, Ruszek József utca 40.
3. The Service Provider may request that the Guest makes the following data available for the subscription:

- a) first name
- b) last name
- c) e-mail address

31. Data management – Guestbook

1. Guests can write their comments and opinions into the guestbook using their personal data.

32. Data management – Wellness

1. Guests can use the wellness area of the Hotel and may share their medical data with doctors, assistants, staff working in the Hotel, who are obliged to keep these data in secret.

33. Data management – Credit/Bank card data

1. The Service Provider requests/can request that the Guest makes the following data available:
 - a) type of credit/debit card;
 - b) number of credit/debit card,
 - c) name of bank holder;
 - d) expiry date of credit/debit card;
 - e) CVC/CVV code on credit/debit card
2. For room reservations, the Service Provider can only use the given debit card, credit card and bank account data to such an extent and period of time as necessary for the exercise of rights and fulfilment of obligations. Data is handled by the Service Provider's contractual bank partners. Information about their data handling policies can be found on the websites of the competent bank.

34. Data management - Facebook page

1. The Service Provider can also be contacted via Facebook.
2. The purpose of data management is to share the contents of the website. Guests may reserve rooms, and learn about the latest special offers via the Facebook page.
3. By clicking "like" on the Service Provider's Facebook page, the data subjects consent to the Service Provider posting its news and offers on the data subjects' wall.

4. You can find further information about the data management of the Facebook page in the data protection guidelines and rules at www.facebook.com

35. Data management - Website traffic data

1. References and link: The Service Provider's website may contain links that are not operated by the Service Provider, and are only there to inform visitors. The Service Provider has no influence whatsoever on the content and security of the websites operated by partner companies, and therefore it is not responsible for them either. Before providing your data in any form at the given site, please review the data protection statements and data management guidelines of the websites you visit.
2. Analytics, cookies: In order to monitor its websites, the Service Provider uses an analytical tool which prepares a data string and tracks how the visitors use the Internet pages. When a page is viewed, the system generates a cookie in order to record the information related to the visit (pages visited, time spent on our pages, browsing data, exits, etc) but these data cannot be linked to the visitor's person. This tool is instrumental in improving the ergonomic design of the website, creating a user-friendly website and enhancing the online experience for visitors. The Service Provider does not use the analytical systems to collect personal information. Most Internet browsers accept cookies, but visitors have the option of deleting or automatically rejecting them. Since all browsers are different, visitors can set their cookie preferences individually with the help of the browser toolbar. You might not be able to use certain features on our website if you decide not to accept cookies.

36. Data management - Data safety

1. The Service Provider takes all the measures that can be expected from it for the safety of the stored data, it provides for their guarding at an appropriate level with particular regard to unauthorized access, alteration, forwarding, disclosing, cancellation of destruction as well as to accidental destruction and damaging.
2. The Service Provider provides for appropriate technical and organizational measures in order to maintain safety of the stored data.

37. Data management - Data processor

1. Service Provider does not employ a data processor.

38. Data management - Data transfer

1. The Service Provider has the right to transfer personal data handed over to business partners (compliance assistants) fulfilling the Service Provider's obligation related to the Guest. Such data transfer may only take place if the data subjects have been informed in advance accordingly, upon using the service(s).
2. The Service Provider may transfer the following data to its compliance assistants regarding to the previous section:
 - a) Guest name
 - b) phone number
 - c) room number
3. In order to verify the legality of data transfer and inform the data subjects, the Service Provider shall keep a data transfer log containing the time of transfer of the managed personal data, the legal basis and addressee of data transfer as well as the definition of the scope of the transferred personal data, and any data defined in the rule of law prescribing data management.

39. Rights

1. Upon requests sent by the data subjects to the e-mail addresses in each chapter or addressed to the Service Provider, the Service Provider shall provide information regarding the particular subject's data managed by the Service Provider; the source of such data; the purpose, legal basis and duration of the data management; the names and addresses of data processors as well as their activities related to data management; and (in the case of a transfer of the data subject's personal data) the legal basis and recipient of data transfer. Such information shall be provided within 15 days, free of charge once a year for identical data, and for a fee for all additional requests.
2. If the provision of information is denied, the Service Provider shall inform the data subject in writing as to which provision of which law was the legal basis to deny the information, and also inform the data subject regarding options for legal remedy.

40. Corrections

1. If the personal data are incorrect, and the correct data are available to the Service Provider, it shall correct such personal data.

2. The Service Provider shall inform the data subject regarding the correction as well as all parties that may potentially have received the data from the Service Provider for data management purposes. Such notice is omissible if the rightful interest of the data subject is not violated in terms of the purpose of data management.
3. Corrections upon request, deadline for administration and legal remedy are governed by the present GTCDPG

41. Deletion and blocking, objection

1. Cases of deletion and blocking of personal data and objections against data management are governed by the relevant provisions of the Data Protection Act in Sections 17 - 21.
2. The Service Provider shall provide information on the legal regulations laid out in this paragraph upon requests sent to info@parkhotelheviz.hu

42. Remedy

1. If their privacy rights are probably breached or breached, data subjects may request an investigation from the Hungarian National Authority for Data Protection and Freedom of Information. The contact details:
 - a) H-1125 Budapest, Szilágyi Erzsébet fasor 22/C.
 - b) Phone: +36 -1-391-1400
 - c) Fax: +36-1-391-1410
 - d) E-mail: privacy@naih.hu
2. If their privacy rights are breached, data subjects may file a lawsuit against the Service Provider. The court procedure shall be governed by provisions in Section 22 of the Data Protection Act, and the First Book, Chapter Three, Title XII (Sections 2:51 - 2:54) of Act V of 2013 concerning the Civil Code, and other relevant legal provisions.
3. The Service Provider shall provide information on the legal regulations laid out in this paragraph upon requests sent to info@parkhotelheviz.hu

43. Compensation and injury claims

1. If the Service Provider causes injury or violates the subject's privacy rights through handling the subject's data in an unlawful manner or through violating its data security requirements, then the affected party may demand an injury claim from the Service Provider.

2. The Service Provider shall be exempt from liability for the damage caused and from its obligation to compensate an injury claim, if it can prove that the damage or violation of the privacy rights of the affected party was caused by an unavoidable force falling outside the scope of data management.
3. The Service Provider shall be exempted from liability and its obligation to compensate an injury claim, if it can prove that the damage or violation of the privacy rights of the affected party was caused by an unavoidable force outside the scope of data management. The damage may not be compensated and an injury claim may not be demanded, if it was due to the willful or grossly negligent misconduct of the damaged party.

44. Governing law, jurisdiction

1. The legal relationship between the Service Provider and the Contracting Party shall be governed by the Hungarian law.
2. In any legal dispute arising from the accommodation contract and/or present GTCDPG, the court is authorised at the location where the services are provided and declared to have competence to handle the issue. Jurisdiction is in the place where the service was rendered.

Closed: 01st July, 2016, Hévíz

PARK LIFE SPA Vendéglátóipari Kft.
Olga Davidenko
Managing Director