

Terms and Conditions of Ticket Purchase

Event: ESN Adventure Train 2026

1. Identification of the Organiser The event is organised by:

- **Legal Name:** Erasmus Student Network Slovenská republika o.z.
- **Registered Address:** ŠD 3, Tajovského 51, 974 01 Banská Bystrica, Slovakia
- **Legal Form:** Civic Association (Občianske združenie)
- **Contact Email:** nationalevent@esn.sk
- **Supervisory Authority:** Slovak Trade Inspection (SOI), Inspectorate for the Banská Bystrica Region.

(Hereinafter referred to as the “Organiser”)

2. Personal Responsibility and Conduct The purchaser (hereinafter referred to as the “Participant”) acknowledges and agrees that they are responsible for their personal well-being and safety throughout the event. The Participant agrees to exercise reasonable care and adhere to all safety instructions given by the Organisers, railway staff, and authorized personnel.

Limitation of Liability: To the fullest extent permitted by Slovak law (Civil Code and Act No. 108/2024 Coll.), the Organiser shall not be liable for any injury, harm, loss, or damage suffered by the Participant, except in cases where such damage is caused by the Organiser’s intent or gross negligence, or involves injury to life or health where liability cannot be excluded by law.

3. Boarding and Departure Conditions The Participant acknowledges that the train operates on a strict schedule.

- **Timeliness:** The Participant must be on board prior to the scheduled departure time at each station.
- **Failure to Board:** If the Participant fails to board the train before departure, the train will proceed without delay. The Organiser bears no liability for additional expenses or inconveniences caused by the Participant’s failure to board.
- **External Delays:** This clause does not affect the Participant’s statutory rights in the event of delays caused solely by the negligence of the transport operator.

4. Processing of Personal Data (GDPR) In accordance with Regulation (EU) 2016/679 (GDPR), the Organiser processes personal data as follows:

4.1. Legal Basis for Processing

- **Performance of Contract (Art. 6.1.b):** We process your Name, Date of Birth, Nationality, ID/Passport Number, and Contact Info to issue your ticket, verify your identity, and ensure boarding compliance. Without this data, we cannot provide the service.
- **Legitimate Interest (Art. 6.1.f):** We process general event photography (crowd shots, atmospheric photos) to promote ESN activities. You may object to this processing on the spot by informing the photographer.

- **Explicit Consent (Art. 6.1.a):** We process Health/Dietary Data (allergies) solely to provide safe catering. We process Close-up Marketing Photos (where you are clearly identifiable and posing) only if you have granted optional consent.

4.2. Retention & Rights

- Data collected for the contract is retained for the duration of the event and subsequent legal limitation periods (usually 3 years for claims).
- The Participant has the right to access, rectify, or erase their data, and to lodge a complaint with the Office for Personal Data Protection of the Slovak Republic (*Úrad na ochranu osobných údajov*).
- Marketing consent (if given) can be withdrawn at any time by emailing nationalevent@esn.sk.

5. Code of Conduct To ensure a safe environment, the Participant agrees to:

- Treat fellow passengers and staff with respect.
- Refrain from discrimination, hate speech, violence, or sexual harassment.
- Avoid excessive intoxication that disturbs others.
- Not display extremist symbols or slogans.

5.1 Prohibited Conduct

- **Zero Tolerance Policy on Illegal Substances:** The possession, use, distribution, or sale of any illegal substances, narcotics, or psychotropic drugs is **strictly prohibited** at any time during the event, including on board the train and at any event venues.
 - **Consequences:** Any Participant found in violation of this policy will be **immediately excluded** from the event without the right to a refund or alternative transportation. The Organiser reserves the right to report such incidents to the Police Force of the Slovak Republic immediately.
 - **Liability:** The Participant acknowledges that the use of illegal substances is solely their own responsibility. The Organiser bears **no liability whatsoever** for any health consequences, legal penalties, detention, or other damages resulting from the Participant's possession or use of illegal substances.

Consequences: The Organiser reserves the right to remove any Participant violating these rules from the event without refund, if their behavior poses a risk to safety or order.

6. Cancellation and Right of Withdrawal Important Notice on Withdrawal Rights: In accordance with **Section 19 (1) (k) of Act No. 108/2024 Coll.** on Consumer Protection, the Participant does not have the right to withdraw from the contract within 14 days without giving a reason, as this contract relates to the provision of services related to leisure activities to be provided at a specific date or period.

7. Alternative Dispute Resolution (ADR) If the Participant is not satisfied with the Organiser's handling of a complaint, they have the right to initiate an Alternative Dispute Resolution (ADR) procedure.

- The relevant ADR entity is the **Slovak Trade Inspection (SOI)** or other authorized legal entities listed by the Ministry of Economy.

- The Participant may also use the European Online Dispute Resolution platform available at: <https://ec.europa.eu/consumers/odr>.

8. Final Provisions By purchasing the ticket, the Participant confirms they have read these Terms and Conditions and agrees to be bound by them.