

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF A GIFT VOUCHER FOR ORIGIN RESTAURANT

(hereinafter referred to as the "Terms and Conditions")

1. PREAMBLE

1.1. Lukáš Heuser, a sole trader with registered office at Ulica partizánska 883/14, 984 01 Lučenec, Company ID No.: 55318401, registered in the Trade Register of the District Office Lučenec under No. OU-LC-OZP-2023/004122-2, Trade Register No. 640-22815 (hereinafter referred to as the "Operator"), operates Origin Restaurant (hereinafter referred to as the "Restaurant") at Martina Rázusa 13, 984 01 Lučenec (hereinafter referred to as the "Address").

Through its website, the Operator offers for sale multi-purpose gift vouchers (hereinafter referred to as a "Gift Voucher"), which may be used towards payment for consumption at the Restaurant up to the value stated on the Gift Voucher. The Gift Voucher is not tied to any specific menu or specific service of the Restaurant.

1.2. The Operator issues these Terms and Conditions in accordance with the applicable and effective laws and regulations of the Slovak Republic governing the relationship between the Operator and the purchaser of a Gift Voucher.

2. DEFINITIONS AND INTERPRETATION

For the purposes of these Terms and Conditions and/or their annexes, the following words and expressions shall have the meanings set out below:

2.1. "Price" means the price of the Gift Voucher in the nominal value selected by the Customer from the values currently offered by the Operator on the Restaurant Website, expressed in EUR.

2.2. "Gift Voucher" means an electronic document in PDF format issued by the Operator following successful payment of its Price. The Gift Voucher entitles its holder to use the value stated on the Gift Voucher towards payment for consumption at the Restaurant during the Validity Period.

The Gift Voucher contains, in particular, its nominal value, a unique identification code and a QR code.

The Operator reserves the right to determine the current nominal values of Gift Vouchers available for sale and, where applicable, the number of Gift Vouchers available for sale.

2.3. "Date of Purchase of the Gift Voucher" means the date on which the Price of the Gift Voucher was successfully paid using a payment method available on the Restaurant Website.

2.4. "Validity Period" means a period of 1 year from the Date of Purchase of the Gift Voucher.

Once the Validity Period has expired, the Gift Voucher may no longer be redeemed and its validity cannot be extended.

2.5. "Customer" means a natural person aged 18 or over who purchased a Gift Voucher through the Restaurant Website.

If the user of the Gift Voucher is a person other than the person who purchased the Gift Voucher, the purchaser is obliged to inform the user of these Terms and Conditions.

2.6. "User" or "Gift Voucher Holder" means the person who presents the Gift Voucher for redemption at the Restaurant.

2.7. "Restaurant Website" means the official website of Origin Restaurant:
www.origin-restaurant.sk

2.8. "Party" means either the Operator or the Customer individually; together they may also be referred to as the "Parties".

3. GENERAL PROVISIONS AND CONDITIONS

3.1. A Gift Voucher may only be purchased online through the Restaurant Website.

3.2. Gift Vouchers are not issued or sold in printed form directly at the Restaurant.

3.3. When purchasing a Gift Voucher, the Customer selects one of the nominal values currently offered and provides the required information.

3.4. When placing the order, the Customer may choose whether the Gift Voucher is to be sent to their own email address or directly to the email address of the recipient.

3.5. The Customer undertakes to duly and timely pay the Price of the Gift Voucher by online payment card using the method available on the Restaurant Website.

3.6. Once payment has been successfully received, the Gift Voucher will be issued automatically and sent to the selected email address. The Customer will also receive confirmation of payment and a tax document together with the Gift Voucher.

3.7. By paying the Price of the Gift Voucher, the Customer agrees to these Terms and Conditions.

3.8. Each Gift Voucher contains a unique identification code and a QR code, which are used to identify and verify the Gift Voucher upon redemption.

3.9. When redeeming the Gift Voucher, the holder is required to present it in electronic form and allow the Restaurant staff to verify its validity using the unique identification code or QR code stated on the Gift Voucher.

3.10. A Gift Voucher may only be redeemed once.

3.11. The Gift Voucher is intended exclusively for use at Origin Restaurant and cannot be exchanged for cash.

3.12. If the value of the services provided by the Restaurant is lower than the value of the Gift Voucher, the difference in the value of the Gift Voucher will not be paid out or refunded in cash or in any other form.

3.13. If the value of the services provided by the Restaurant exceeds the value of the Gift Voucher, the Gift Voucher Holder is required to pay the difference directly at the Restaurant, either in cash or by electronic payment.

3.14. Upon expiry of the Validity Period, the holder's right to use the Gift Voucher towards payment for the Restaurant's services expires.

3.15. A Gift Voucher that was not used during the Validity Period cannot be redeemed or exchanged for cash after its expiry.

3.16. The validity of a Gift Voucher cannot be extended.

3.17. The Operator is not obliged to refund the Price of a Gift Voucher if the Customer does not use the Gift Voucher during the Validity Period, except in cases where such an obligation arises under applicable law.

3.18. The current prices of the Restaurant's services may change. The Gift Voucher entitles its holder to use services at the current prices applicable at the Restaurant on the date of redemption.

3.19. Gift Vouchers sold through the online sales system are issued to natural persons.

If a Gift Voucher is to be purchased for a business entity or a document is to be issued to a company, the Operator must be contacted in advance via the email address stated on the Restaurant Website.

3.20. The Operator reserves the right to change the current nominal values of Gift Vouchers offered and, where applicable, to limit their availability for sale.

4. LIABILITY FOR DEFECTS AND COMPLAINTS

4.1. The Operator is liable for defects in a Gift Voucher to the extent and under the conditions provided for by applicable law.

4.2. A defect in a Gift Voucher includes, in particular, its failure to function, an incorrectly stated value, an invalid or non-functional identification code or QR code, or any other defect preventing its proper use, provided that the Operator is responsible for such defect.

4.3. The Customer or Gift Voucher Holder is entitled to submit a complaint without undue delay after discovering a defect.

4.4. A complaint may be submitted electronically via the Operator's email address stated on the Restaurant Website or by any other method permitted under applicable law.

4.5. When submitting a complaint, the Customer should provide, in particular, the Gift Voucher identification code, a description of the defect and the Customer's contact details. For the purpose of assessing the complaint, the Operator may also request additional reasonable information or documents relating to the purchase of the Gift Voucher.

4.6. Upon receipt of a complaint, the Operator will assess its validity and handle the complaint in accordance with applicable law.

4.7. If it is established that the Gift Voucher has a defect for which the Operator is responsible, the Operator will provide an appropriate remedy corresponding to the nature of the defect and applicable law.

4.8. Submission of a complaint does not affect any rights available to the Customer under applicable law.

5. PERSONAL DATA PROTECTION

5.1. When a Gift Voucher is purchased, the Operator may process the personal data of the Customer and, where applicable, the recipient to the extent necessary to process the order, complete the payment, issue and deliver the Gift Voucher, and comply with the Operator's legal obligations.

5.2. The Operator processes personal data in accordance with applicable laws and regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as the "GDPR") and Act No. 18/2018 Coll. on Personal Data Protection, as amended.

5.3. Personal data is processed solely for the purposes for which it was provided and only to the extent necessary to fulfil the relevant purpose or the Operator's obligations under applicable law.

5.4. The Operator implements appropriate technical, organisational and personnel measures to protect processed personal data against damage, destruction, loss, alteration, unauthorised access, provision or disclosure.

5.5. Further information regarding the processing of personal data is provided in the Operator's privacy policy, which is available on the Restaurant Website.

6. DURATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

6.1. The contractual relationship between the Customer and the Operator is established upon successful payment of the Price of the Gift Voucher.

6.2. The contractual relationship remains in effect throughout the Validity Period of the Gift Voucher unless it terminates earlier for reasons specified in these Terms and Conditions or under applicable law.

6.3. The contractual relationship and the right to redeem the Gift Voucher expire upon expiry of the Validity Period of the Gift Voucher, without prejudice to any rights available to the Customer under applicable law.

7. FINAL PROVISIONS

7.1. These Terms and Conditions enter into force and effect on 17 August 2026 and replace the previous version of the General Terms and Conditions for the Purchase of a Gift Voucher for Origin Restaurant.

7.2. The Operator is entitled to amend or supplement these Terms and Conditions. The current version of the Terms and Conditions will always be published on the Restaurant Website.

7.3. Any legal relationships between the Operator and the Customer that are not expressly governed by these Terms and Conditions shall be governed by the applicable laws and regulations of the Slovak Republic.

7.4. If any provision of these Terms and Conditions becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions, unless otherwise required by applicable law.

7.5. By confirming the order and paying the Price of the Gift Voucher, the Customer confirms that they have read these Terms and Conditions, understood their contents and agree to them.

7.6. These Terms and Conditions are available on the Restaurant Website and are made available to the Customer before completion of the Gift Voucher order.