**Coral Croatia d.o.o.**

Pere Budmanija 5

10000 Zagreb

Personal Identification Number (OIB): 72594208197

**GENERAL TERMS AND CONDITIONS OF CORAL PASS BONUS CARDS SERVICES**

These General Terms and Conditions of Coral Pass Bonus card services (hereinafter: General Terms and Conditions) is used for the purpose of defining the purchase of goods and services using Coral Pass Bonus card (hereinafter: the Card) at petrol stations of Coral Croatia d.o.o., Pere Budmanija 5, 10000 Zagreb, Croatia, Personal identification Number (OIB): 72594208197 (hereinafter: Coral) in the territory of the Republic of Croatia. These General Terms and Conditions, with all amendments, form an integral part of the Coral Pass Bonus Card Business Agreement (hereinafter: the Agreement) and together with the Agreement regulate the mutual relations between the Card User and Coral. Coral is the issuer of the Card and has the right to change these General Terms and Conditions at any time. It is considered that the amendments to the General Terms and Conditions are known to the Card User from the day when their amendments and/or supplements are published on the website www.coralenergy.hr

These General Terms and Conditions regulate the issuance and use of Coral Pass Bonus cards.

1. **ISSUANCE AND USE OF CORAL PASS BONUS CARD**

1.1. The Coral Pass Bonus Card (hereinafter: the Card) is intended for legal entities, family farms (hereinafter: family farms), sole proprietorships and associations.

1.2. The Card is not a payment method.

1.3. The Card User (hereinafter: the User) realizes discounts defined by Coral at Coral points of sale in the Republic of Croatia when paying in cash and with bank cards. Discounts can be obtained for the following types of fuel: SHELL FUELSAVE EUROSUPER 95, SHELL V-POWER EUROSUPER 100, SHELL FUELSAVE EURODIESEL, SHELL V-POWER EURODIESEL, SHELL LPG, EURODIESEL BLUE, EURODIESEL BS, AD BLUE, HEATING OIL EL. The Card cannot be used to obtain a discount when purchasing any other products (goods) and/or services, except the listed types of fuel.

1.4. Coral is fully authorized to completely independently define the duration of the discount and the goods and services to which the discount applies, as well as the amount of the discount.

1.5. Coral is fully independently authorized to designate a Card User.

1.6. Coral is fully independently authorized, without explanation and/or liability, to notify the Card User of the termination of the said Card. Coral also has the right not to renew, limit or revoke the Card, and is not required to explain their decision.

1.7. In order to obtain the Card, the User must electronically submit a correctly completed Coral Pass Bonus Card Application Form (hereinafter: Application Form) by filling out an online form or submit a signed copy of a properly completed Application Form in physical form to Coral. By sending the completed Application Form, the User confirms that he/she is familiar with and agrees with the General Terms and Conditions of Card Services. The User guarantees the accuracy of the data provided to Coral.

1.8. After reviewing and approving the completed Application Form and concluding the Agreement, the Card is issued to the User, which he/she can collect in person at a Coral petrol station listed on the Application Form. Coral decides on the issuance of the Card on their own discretion and reserves the right to refuse the issuance of the Card without explanation.

1.9. The Card is the property of Coral, is issued to the buyer and cannot be transferred to third parties. If there is a change in the data on the basis of which the card was issued and which are listed in the Application Form, the User is obliged to inform Coral in writing within 3 (three) days from the date of the change by sending an e-mail to: card@coralenergy.hr or by filling out the Application Form at Coral service station.

1.10. Immediately upon receipt of the Card, the User is obliged to inform Coral in writing about a possible error or discrepancy between the data stated on the Card and the submitted Application Form. If the User fails to do so, it is considered that he/she agrees with the data stated on the Card, and after using the same, the User is not entitled to subsequent complaints.

1.11. The User and Coral may terminate the Agreement at any time, by written notice and without explanation. If the User cancels the use of the Card, he/she must inform Coral in writing via e-mail: card@coralenergy.hr and send the Card to the address of Coral.

1.12. The User cannot use more than one type of Coral Card when making a purchase.

1.13. Notwithstanding any other provision of these General Terms and Conditions, in all cases of force majeure that prevent or preclude Coral from fulfilling their contractual obligations or makes it significantly more difficult to do so, Coral shall not be liable for failure to fulfil their obligations due to the circumstances. In such cases, Coral is authorized not to provide the service or to provide it under modified conditions, according to their capabilities and at their own discretion. Force majeure, for the purposes of these General Terms and Conditions and the Agreement, is considered to include, but not be limited to, individually and/or in combination: natural disasters, fires, floods, storms, war and military operations, civil unrest, blockades, embargoes, strikes, boycotts or other industrial disturbances, malfunctions of the service or transport network, prohibitions and/or measures of state authority, epidemics and all other circumstances beyond the control of Coral (“Force Majeure”).

1. **COMPLAINTS**

The User is obliged to, before leaving the point of sale, report all possible complaints related to the use of the Card.

1. **RESPONSIBILITY**

3.1. By signing the Agreement, the User confirms that he / she is familiar with the General Terms and Conditions of Coral Pass Bonus Card Services and that he /she has accepted them in full.

3.2. The User is obliged to immediately inform Coral on the loss or theft of the Card by calling 0800 5771, and subsequently as soon as possible via e-mail: card@coralenergy.hr, provide the card number and place and time of loss. In this case, the User's liability for lost or stolen card ends the moment the User blocks the card on the web application for the administration of Coral cards or when he /she notifies Coral by phone. The User will receive access to the Card application web application from Coral when issuing the Card. After the User notifies Coral of the loss or theft of the Card using the aforementioned methods, the Card will be placed on the “stop list”, which will prevent its further use.

3.3. For security reasons, the User is obliged not to leave the Card in visible, accessible places such as a car, hotel room, changing room etc. The User is obliged to keep the Card away from heat sources and magnetic fields and to check after each purchase whether the returned Card is really his/hers. The User is obliged to keep Coral contact information in order to report the loss of the Card in a timely manner. Any issuance of a new Card, which is a consequence of non-compliance with these Instructions by the User, is at the expense of the User.

3.4. In the event that the User uses the Card in a manner that is not in accordance with these General Terms and Conditions and the Agreement, all costs incurred by such use of the Card shall be borne by the User. In case of non-compliance with the provisions of the General Terms and Conditions and the Agreement by the User and the point of sale, the User and the point of sale shall be liable for the costs incurred by such use of the Card for all Coral claims arising from “joint” use of the Card, as well as for any damage caused by such use of the Card.

3.5. The card is valid until revoked by Coral. Coral may, for any reason and without any liability, terminate the Agreement at any time in writing, without the obligation to comply with the notice period, and block the Card(s) from that moment onwards.

3.6. The Card is the property of Coral for the entire duration of the business relationship and ceases to be valid upon termination of the contractual relationship and/or revocation or blocking of the Card. In these cases, the User is obliged to return the Card to Coral immediately. Coral has the right, in case the User does not fulfil his/her obligation to return the Card, to block the Card immediately.

1. **PERSONAL DATA EXCHANGE AND PROCESSING**

In the execution or on the occasion of the execution of the service related to the Card, there may be an exchange and processing of personal data in the sense of Regulation (EU) 2016/679 of 27 April 2016 (hereinafter: the General Regulation or the GDPR). In order to protect personal data in accordance with the General Regulation and applicable laws and regulations (hereinafter: the Other Regulations), Coral are obliged to apply appropriate technical and organizational measures to ensure that personal data are processed in accordance with the General Regulation and Other Regulations and that the method of processing ensures the protection of the rights of persons whose personal data are processed (hereinafter: the Respondents).

DATA CONTROLLER: Coral Croatia d.o.o., Pere Budmanija 5, 10000 Zagreb, Croatia, Personal Identification Number (OIB): 72594208197

Personal Data Protection Officer contact details:

E-mail: dataprotect@coralenergy.hr

With regard to the processing of personal data (if applicable) and all matters related to the GDPR (such as, but not limited to the collection and processing of personal data, purposes of processing, security of personal data, your rights, etc.), please read our Privacy Policy on our website www.coralenergy.hr/services/online-privacy-policy/, or you can ask for our Privacy Policy at our headquarters every work day during business hours.

1. **CONTACT INFORMATION**

All letters, documents and correspondence are delivered to the Card Issuer at the following address:

Coral Croatia d.o.o.

Pere Budmanija 5, 10000 Zagreb, Croatia

Phone: +385 1 3877 069, 0800 5771
Fax: +385 1 3877 070

E-mail: card@coralenergy.hr

**6. FINAL PROVISIONS**

6.1. The User is obliged to immediately inform Coral about all changes that are important for the proper provision of service and use of the Card (such as changes related to the change of seat/address of the User, etc.), i.e. any changes that affect the relationship in respect of which the Card was issued.

6.2. In the event that an individual provision in these General Terms and Conditions becomes invalid, all other provisions remain valid and unchanged. Coral undertakes to replace the invalid provisions with legally valid ones.

6.3. The place for purchasing all goods and services during which the User can obtain benefits provided by the Card are Coral petrol stations in the Republic of Croatia.

6.4. The contracting parties shall primarily strive to resolve all disputes and doubts that may arise regarding the interpretation of these General Terms and Conditions, the Card Use Agreement or their application, or for any issues that may arise from the use of the Card amicably and in an agreed manner. In the event that the contracting parties fail to resolve their disputes and doubts in the manner described in this Article above, they shall entrust the dispute resolution to the competent court in Zagreb.

6.5. These General Terms and Conditions enter into force on 20 September 2021 and are valid until the issuance of the new General Terms and Conditions of Coral Pass Bonus cards.