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

Pere Budmanija 5

10000 Zagreb, Croatia

Personal Identification Number (OIB):72594208197

**GENERAL TERMS AND CONDITIONS OF CORAL ALLSMART CARD SERVICES**

Coral Croatia d.o.o., Budmanijeva 5, 10000 Zagreb, Croatia, Personal Identification Number (OIB): 72594208197 (hereinafter: Coral) has launched a loyalty and customer reward program called llSmart – benefits card. The AllSmart card is a loyalty card used to obtain benefits and discounts when purchasing goods (fuel and other merchandise) and services at Coral petrol stations. The issuer of the AllSmart card is Coral and the card remains the company’s property for the entire period of use of the card by the Card User. Any adult resident in the Republic of Croatia can become an AllSmart Card user, after submitting and making available the personal data to Coral that have to be entered in the Application Form for Issuing Coral AllSmart Card (hereinafter: the Application Form). Coral reserves 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 Buyer and the Card User from the day when their amendments are published on the website www.coralenergy.hr.

1. **GENERAL TERMS AND CONDITIONS OF Coral allSmart CARD SERVICES**

1.1. These General Terms and Conditions of Coral Croatia d.o.o. allSmart card services (hereinafter: General Terms and Conditions) is used for the purpose of defining the purchase of goods and services using Coral allSmart card (hereinafter: the Card) at Coral petrol stations in the territory of the Republic of Croatia.

1.2. Coral reserves 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 (hereinafter: the Buyer) from the day when their amendments are published on the website <http://www.coralenergy.hr/>

2. Coral allSmart CARD – ISSUANCE AND USE

2.1. Coral allSmart CARD (hereinafter: the Card) is intended for all adult natural persons residing in the territory of the Republic of Croatia.

2.2. The User's data provided in the Application Form is used exclusively for the purpose of granting discounts and informing the User about various promotions and benefits offered by Coral, depending on the given consent of the User.

The Statement of Consent to Personal Data Processing (hereinafter: the Statement) is an integral part of the Application Form. Coral will not consider any Application Form (including the Statement) that is not completed in segments deemed necessary for providing the Service.

Pursuant to Regulation (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and the Law on Implementation of the General Regulation on Data Protection, the Coral allSmart Card User by signing and/or accepting (in electronic form) the Statement of Consent to Personal Data Processing, which is an integral part of the Application Form gives explicit consent to Coral to collect and process his/her personal data, in accordance with legal regulations, and all for the purposes related to the issuance and use of the allSmart Card and other purposes listed in the Application Form, as well as for the realization of general and personalized benefits.

By signing and/or accepting the Application Form, the User confirms that he/she is familiar with the principles of personal data processing of Coral Croatia d.o.o. expressed in the Privacy Policy and the existence of the right to access, correct and delete data relating to the User, as well as to request the issuance of a copy of the User’s personal data available to Coral. By signing and/or accepting the Application Form, the User also confirms and guarantees under full material and criminal liability that he/she is of legal age and that he/she resides in the territory of the Republic of Croatia.

The User has the right to withdraw the consent at any time by submitting a written notice or by sending an e-mail to dataprotect@coralenergy.hr, as well as the right to submit a complaint to Coral, and also the right to file a complaint to the Personal Data Protection Agency.

More about the rights of the User as a respondent, the method of collecting personal data, the purposes of personal data processing, security of personal data and other issues related to the General Data Protection Regulation can be found in our Privacy Policy on our website (link to privacy policy) or you can ask for our Privacy Policy at our headquarters every work day during business hours.

Data on data controller and the Personal Data Protection Officer:

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

Personal Data Protection Officer contact details:

E-mail: dataprotect@coralenergy.hr

2.3. AllSmart card is issued in the name (via the Application Form and based on the data listed in the same) and is not transferable. The Card may only be used by the person to whom the Card was issued. An employee of Coral petrol station has the right to request an identity document to verify the identity of a person using the card and refuse to use the Card and the benefits it provides if the same is not provided, and also revoke the card if it is given to another person for use. Any use of the Card by an unauthorized person shall be considered misuse of the Card, which bears the possibility of cancellation of the Card by Coral, on which Coral decides independently.

2.4. Users who have not used their card for 12 (twelve) months or longer may be excluded from the loyalty program (AllSmart program). Such users can re-join the AllSmart program without any restrictions by re-applying for the card, i.e. by filling out the Application Form.

2.5 Membership in the loyalty program is free of charge. As part of the loyalty program, the AllSmart Card User is entitled to a discount in the amount of HRK 0.10 (which amount includes Value Added Tax) per litre of purchased fuel and LPG auto gas, as well as the right to a discount of 1% of the gross amount total when purchasing other products, which will be added to the allSmart Card upon completion of the purchase. The right to a discount cannot be exercised when purchasing tobacco products, adding funds to the e-account and tolls. By accepting membership in the Loyalty Program, members agree that the program may be changed and / or terminated by a unilateral decision of Coral, without prior notice.

2.6. The User has the right to use the collected discount on the Card when purchasing at Coral petrol stations, for all available goods and services, except tobacco products, adding funds to the e-account and tolls, by reducing his/her invoice in the realized discount expressed in Croatian kuna equivalent, and the rest of the invoice (if the amount of the invoice is higher than the amount of the reduction), the User can pay in cash, i.e. by credit or debit card. The balance of the collected discount on the Card is thus reduced by the amount used.

2.7. The collected discount on the Card can be used until the end of the current calendar year within which the discount was realized (until 31 December of the current year), after which it ceases to be valid. The new discount collection period starts again on 1 January of the following year and is valid again until the end of that calendar year (31 December).

2.8. The collected discount on the Card cannot be exchanged for a cash payment, i.e. the User cannot receive cash or receive funds on a credit/debit bank card.

2.9. The User cannot use more than one type of Coral Card when making a purchase. Realization of the benefits provided by the Card is possible only and exclusively with the physical presence of the card and without the physical presence of the card it is not possible.

2.10. The card is limited to 3 transactions per day.

2.11. The collected discount can be used by the User for the next purchase following the purchase in which the discount was realized, i.e. the collected discount cannot be used during the same purchase during which the right to the discount is exercised, i.e. to reduce the amount on the same account.

2.12. Coral is fully and independently authorized to designate the Card User.

2.13. Coral is fully and independently authorized without notice and/or responsibility to notify the Card User of the termination of the said Card.

2.14. In all cases of force majeure that prevent or impede Coral from fulfilling their obligations or makes it significantly more difficult for it, 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, depending on its capabilities and at its 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”).

2.15 For the purpose of issuing the card, the User must fill in the Application Form by filling in the online form and sending it electronically to Coral, i.e. the User may submit a signed copy of the Application Form in physical form to Coral. In addition to filling in the application form in the above manner, the User is obliged to provide a **Statement of Consent to Personal Data Processing (hereinafter: the Statement**), either in physical or electronic form. By sending the completed Application Form and the Statement of Consent to Personal Data Processing as its integral part, the User confirms that he/she is familiar with and agrees with the General Terms and Conditions of Service. By sending the completed Application Form and Stat Statement of Consent to Personal Data Processing, the User confirms that he/she agrees that Coral processes the User's personal data for the purpose of issuing allSmart Card and for the purpose of administration and management of the service. Coral will refuse to issue a card to a User who has not submitted complete documentation, i.e. to a User who, along with the Application Form, has not submitted the Statement of Consent to Personal Data Processing, or to a User who has not submitted appropriately completed documentation. The User guarantees the accuracy of the data provided to Coral. When completing the Application Form, the User may choose certain additional purposes for processing personal data, for which he /she gives Consent(s).

2.16. After reviewing and approving the completed Application Form, the Card is issued to the User, which the User collects in person at the petrol station specified in the Application Form. All conditions for issuing the Card are independently determined and assessed by Coral, and Coral are authorized, without any explanation and/or responsibility towards the persons requesting the issuance of the Card, to refuse the same request, in their sole discretion.

2.17. The card is the property of Coral. If there is a change in the personal data on the basis of which the card was issued and which is stated in the Application Form, the User is obliged to immediately inform Coral in writing, via e-mail: card@coralenergy.hr, or by filling out the Application Form at Coral petrol service.

2.18. The Buyer 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 Buyer blocks the card on the web application for the administration of Coral cards or when he/she notifies Coral by phone. The Buyer will receive access to the Card application web application from Coral when issuing the Card. After the Buyer 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. The User is fully responsible for the misuse of the Card. 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.

2.19. If the User cancels the use of the Card, the User must notify Coral in writing via e-mail: card@coralenergy.hr, or by sending a registered mail to Coral Croatia d.o.o., Budmanijeva 5, 10000 Zagreb, Croatia, and return the Card to Coral.

3. FINAL PROVISIONS

3.1. By taking the Card, the User confirms that he/she has understood the General Terms and Conditions of allSmart Card Service and that he/she fully accepts them.

3.2. 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.

 3.3. 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.

3.4 For possible disputes that could arise from the use of the Card, the competent court in Zagreb has exclusive jurisdiction.

3.5. These General Terms and Conditions enter into force on 1 January 2022 and are valid until the issuance of the new General Terms and Conditions of allSmart Card Service.