

Operating Regulations of Penati Golf Resort

General Conditions for the Operation of a Sports and Recreational Facility

Effective from: January 1, 2026

PENATI GOLF RESORT Šajdíkové Humence 453, 906 07 Šajdíkové Humence

OPERATOR PGR Senica a.s., Révová 7, 811 02 Bratislava

Company ID: 47233907 | Tax ID: 2023253540 | VAT ID: SK2023253540

(hereinafter referred to as the “Operator”)

1. Introductory Provisions

These Operating Regulations (hereinafter referred to as the “Operating Regulations”) govern the conditions of entry, reservation, movement, safety and use of sports and recreational facilities within the Penati Golf Resort premises located at Šajdíkové Humence 453, 906 07 Šajdíkové Humence (hereinafter referred to as the “Resort”). Before making a reservation for a time slot and sports facility or visiting Penati Golf Resort, each visitor is obliged to familiarize themselves thoroughly with these Operating Regulations. By entering the premises of Penati Golf Resort or making a reservation, the visitor confirms that they are acquainted with the full content of these Operating Regulations and accept them without reservation and with full awareness, and undertake to comply with them. The Operator shall not be liable for damage caused by the visitor’s failure to comply with the Operating Regulations or the instructions of the Resort staff, for the loss or theft of visitors’ personal belongings, or for injuries caused by the player’s own fault or by third parties. The visitor shall be liable for any damage caused to property or health as a result of negligence, intentional conduct, or breach of these Operating Regulations or the instructions of the Resort staff. The Operator is entitled to expel from the Resort any visitor who breaches the Operating Regulations, without entitlement to a refund. The Operator strives to ensure that all information available on its website at www.penatigolfresort.sk is accurate and up to date; however, the Operator reserves the right to change any published text, visual, audiovisual, or audio material without prior notice to the visitor; such changes take effect upon publication. The Operator shall not be responsible for the correctness or accuracy of information, texts, visual, audiovisual, or audio materials published on its website. The Operator’s website is publicly accessible and the services offered are provided subject to availability. Information provided through the online reservation application is used for the efficient and proper execution and management of reservations. Access to such information is granted to the Operator’s employees who supervise reservations. The Operator undertakes to process online reservations in accordance with all relevant laws of the Slovak Republic, in particular Act No. 18/2018 Coll. on Personal Data Protection, as amended. All electronic communication between the visitor and the Operator shall be deemed to be in writing.

2. Scope of the Facility

These Operating Regulations apply to all areas of the Resort, including:

- two 18-hole courses (Legend Course, Heritage Course)
- practice areas including a 270 m long driving range
- the padel court, beach volleyball court, cross-fit zone and sports zone
- the fire pit zone and all access and service roads
- the restaurant, accommodation facilities and other indoor and outdoor areas

3. Reservation Rules

3.1 Method of Reservation

Reservations for specific time slots, sports facilities and recreational zones may be made online via the designated software systems SGKA Caddie, skga.sk and/or Golferis.cz, by e-mail, by telephone, or in person at the Resort reception. A reservation becomes binding once the visitor has paid the price for the selected services or once the reservation has been confirmed by the Resort reception.

3.2 Payment Terms

All prices stated on the website are in EUR and include value added tax. Prices do not include the tourist tax. A valid credit card is required to make a reservation. The credit cards accepted for online reservations are Maestro, Visa, Eurocard/MasterCard and Diners. Visitors who are unable to make payment by valid credit card must choose payment by pro forma invoice. Advance payment is accepted only if the full amount for the selected services has been paid, and the payment must be credited to the Operator's account no later than 30 days before the selected arrival date specified in the reservation. If the Operator does not receive payment, it reserves the right to cancel the reservation without notice. For reservations with an arrival date within 14 days from the date the reservation is entered into the system, advance payment is required on the same day the reservation is entered into the system, together with sending proof of payment by e-mail to reception@penatigolfresort.sk. If payment is not received by the Operator, the Operator reserves the right to cancel the reservation without notice. Please note that the Resort is not a self-catering facility; therefore, visitors may not bring their own food or beverages for consumption anywhere within the Resort premises, including the accommodation.

3.3 Cancellation Policy

Group reservations for 13+ players.

Days before arrival	Cancellation fee
90 and more	No charge
60 – 89	10% of the price
30 – 59	30% of the price
15 – 29	50% of the price
≤ 14	100% of the price

Individual reservations for up to 12 players

Days before arrival	Cancellation fee
48h and more	No charge
< 48h	33% of the price
< 24h	66% of the price
NO SHOW	100% of the price

The reserved date may be changed no later than 48 hours before the original reserved time. If, despite a confirmed reservation, the visitor does not arrive at the specified time, the full price of the service shall be charged (the visitor shall not be entitled to a refund), and for any subsequent reservation the Operator shall have the right not to confirm or to refuse such visitor's reservation. The Operator reserves the right to cancel a reservation without the visitor being entitled to compensation for damage in the event that operation of the sports facility or premises is not possible due to force majeure (e.g. flood, strong wind, storm, technical failure, intervention by public authorities) - in such case the Operator shall refund the visitor the full price of the service.

3.4 Refunds and Vouchers

The right to a refund arises only in accordance with the cancellation conditions set out in Clause 3.3 of these Operating Regulations. The Resort shall process the refund to the visitor, reduced by the applicable cancellation fee, within 30 days.

Gift vouchers (the “Voucher”) are valid for 12 months from the date of issue unless stated otherwise on the voucher. They may not be used for services other than those specified on the voucher, may not be combined with special offers, and their value may not be paid out in cash. Personalized vouchers are non-transferable to third parties. Vouchers may be redeemed for their full value / a one-time service upon request and subject to service availability. Any difference up to the full value of the voucher may not be used later and may not be paid out in cash. To make a reservation using a voucher, or for further information, please contact the Operator by e-mail at reception@penatigolfresort.sk and specify the voucher number when booking. The gift voucher must be presented at check-in. No replacement shall be issued in the event of loss, expiry, or damage to the voucher.

For distance contracts concluded with a visitor acting as a consumer, the Operator’s General Terms and Conditions, available here, shall apply with priority: <https://eshop.penatigolfresort.sk/sk/vseobecne-obchodne-podmienky>.

4. Personal Data Protection and Information Security

The Operator protects the personal data of data subjects in accordance with the GDPR and Act No. 18/2018 Coll. on Personal Data Protection, as amended. For questions concerning personal data protection, please contact: info@penatigolfresort.sk.

Purpose, legal basis and scope of processing:

Purpose of processing	Legal basis	Scope of data	Retention period
Reservations, game registrations, membership, tournaments, rentals, accommodation	Performance of a contract (Art. 6(1)(b) GDPR)	first name, surname, contact details, date of birth (if relevant), billing details, reservation data	5 years from the last reservation / termination of membership
Invoicing and accounting	Compliance with a legal obligation (Art. 6(1)(c) GDPR)	data pursuant to accounting and VAT legislation	10 years pursuant to accounting regulations
Safety of persons and property - CCTV system	Legitimate interest (Art. 6(1)(f) GDPR)	image recordings of persons in monitored areas	30 days, unless an incident requires longer retention
Organization of sports and social events, Resort marketing and promotion	Legitimate interest; where applicable consent (Art. 6(1)(a))	photograph, video, player name, tournament results	for the duration of the marketing campaign, max. 3 years
Sending newsletters and commercial communications	Legitimate interest (existing customers) or consent (new prospects)	name, e-mail address	until unsubscription / withdrawal of consent
Administration of the website and reservation systems	Performance of a contract and legitimate interest	identification and contact details,	according to the contract with the

(TS SKGA, Golf Genius, Booksy, etc.)		reservation data, IP address	processor, max. 5 years
Recording and investigation of injuries, incidents and insurance events	Compliance with a legal obligation and legitimate interest	identification and contact details, description of the incident, health data to the necessary extent	10 years from the event

The Operator respects your privacy and the security of your personal data. All personal data that you provide to the Operator through the reservation system or contact forms are processed confidentially and shall in no case be disclosed to third parties, except for authorized processors with whom the Operator has concluded a personal data processing agreement pursuant to Article 28 of the GDPR. The Operator guarantees that all information you provide will be processed in accordance with the highest security standards and that all operations relating to online reservations will be carried out in compliance with applicable legal regulations. Visitors' personal data are also subsequently used by our supporting applications / software, such as TS SKGA and Golf Genius Software.

The premises are monitored by a CCTV system with recording for the purpose of protecting the Operator's tangible property and the life, health, and property of persons present within the Resort premises. Access to CCTV recordings is granted only to employees authorized by the Operator, in accordance with the GDPR.

The rights of data subjects in connection with the processing of personal data include in particular the right to: access their personal data, rectify or supplement inaccurate data, erasure ("the right to be forgotten"), restriction of processing, data portability, object to processing carried out on the basis of legitimate interest, including marketing, withdraw consent to data processing where consent is the legal basis, and lodge a complaint with the Office for Personal Data Protection of the Slovak Republic, Budova Park one; Námestie 1. mája 18; 811 06 Bratislava, www.dataprotection.gov.sk. More information on personal data protection is available at the following link: <https://www.penatigolfresort.sk/uzitocne/ochrana-osobnych-udajov/>.

5. Local Rules

- Each player must register before play. Any unregistered person is not permitted to enter the course and will be removed from the course with immediate effect.
- Playing with multiple balls is prohibited. The only exception is an official practice round before a major tournament.
- Players must maintain pace of play and follow the instructions of marshals. See details below.
- Each player is required to repair divots and pitch marks and to rake the bunker after use.
- Inappropriate clothing: jeans, camouflage clothing, collarless shirts.
- Pace of Play - The standard pace of play is 4 h 40 min (18 holes).

Checkpoints: After hole 9 - 2 h 20 min.

After hole 14 - 3 h 35 min.

Total limit - 4 h 40 min.

Delayed group:

- more than 10 minutes behind will receive a warning,

- more than 15 minutes behind or with a gap of more than one full hole may be moved to the next hole without entitlement to compensation or removed from the course.

The Operator is entitled at any time to temporarily suspend or terminate play for safety reasons (in particular storm, strong wind, fog, frost, high temperatures) or for the protection of the playing surfaces. Upon the marshal's instruction (siren/horn), visitors shall immediately stop play and promptly leave the sports facility for the nearest safe shelter.

In the event of non-compliance with these Operating Regulations, the Operator is entitled to impose a temporary ban on the visitor's entry to the Resort.

6. Driving Rules (Golf Carts)

In the interest of maintaining safety in the operation of means of transport, including passenger cars, maintenance vehicles, golf carts, and other electric or motor vehicles, information and warning signs containing instructions for visitors are installed throughout the Resort premises. These include signs placed on the golf course, on access roads from the residential zone, and in areas with increased pedestrian traffic. Any driver entering the Resort premises is fully liable for any damage caused by them or by the vehicle under their control to third-party property, or to the health of another person or animal. The driver must at all times observe the applicable driving rules, which are published at reception, in the starter houses, on entrance information boards in the form of a QR code, or on the Resort's website.

- **The driver must be over 15 years of age and, in the case of a rented cart, registered at reception.**
- The number of persons carried, including the driver, must not exceed the maximum permitted limit of 2 persons.
- Driving is permitted exclusively on paved or otherwise hardened paths, roads and fairways; driving on or around tee boxes, penalty areas, greens, or practice areas is strictly prohibited.
- Driving under the influence of alcohol or intoxicating substances is prohibited.
- The maximum permitted speed is 15 km/h, unless stated otherwise.
- In wet conditions, driving is permitted only on hardened roads and semi-rough areas or other drier locations.
- After play, the driver is obliged to return the key of the rented vehicle to reception and to report any damage without delay.
- By paying the rental fee for a cart or entering the Resort with their own cart, the visitor agrees to assume responsibility for any damage caused.
- In the case of a private cart, movement on the courses is prohibited without an official valid sticker authorizing the use of a private cart on the Operator's courses.
- In the event of repeated violations of the above rules, the sticker for the relevant cart shall be revoked and further access to the playing areas shall be prohibited.

7. Rules for Use of the Fire Pit Zone

These Operating Regulations also govern the conditions for the use of the public fire pit in the Resort's tourist facility. The fire pit may only be used in accordance with these rules and after prior reservation.

- The visitor is required to reserve the fire pit for a specific time at least 24 hours in advance via reception or the online SKGA Caddie system.
- When making the reservation, it is necessary to pay the fee for use of the fire pit and the charge for accessories (e.g. grill, fire pit, axe, hose with water supply, roasting accessories, garbage bags) and for wood delivery.
- The price for accessories and wood is set by the Operator's price list and must be paid before use of the fire pit zone begins.

Rules for Safe Operation

- Only a person over 18 years of age may reserve and rent the fire pit.
- **That person is fully responsible for the safe operation of the fire pit during the rental period until the following morning.**
- The client may use only fuel supplied by the Operator, in particular dry wood.
- A sufficient distance from flammable objects and materials must be maintained.
- Protective equipment must be used when handling fire.
- Fire may only be lit in the designated place, starting with a smaller amount of fuel and gradually increasing it.
- During use, the fire pit must be supervised so that the flame does not spread uncontrollably.

- **After use, the fire must be thoroughly extinguished, closed with the safety cover, and it must be ensured that no glowing remnants remain in the vicinity of the fire pit.**
- In the event of fire or any other emergency, the relevant persons or the fire brigade must be informed immediately on 112 or 150.

Obligations of Visitors

- Visitors are obliged to comply with these Operating Regulations.
- After use of the fire pit has ended, all accessories must be returned and all outstanding fees must be paid.
- In the event of a breach of the rules and resulting damage to property or to the health of any person or animal, the visitor acknowledges the resulting legal and financial consequences.

Liability

The Resort shall not be liable for damage caused by improper use of the fire pit or by non-compliance with these Operating Regulations.

8. Additional Operating Provisions

- Alcohol and intoxicating substances: entry to the Resort under the influence of alcohol or intoxicating substances is prohibited; consumption of alcohol is permitted only in the restaurant or in designated zones.
- Smoking: Smoking within the Resort premises is permitted only in designated zones. Smoking in sports facilities is expressly prohibited by Act No. 377/2004 Coll. on the Protection of Non-Smokers and on Amendments to Certain Acts, as amended.
- Operation of drones is prohibited without the consent of the Operator or, where required, the Operator and the local authorities.
- The Resort allows dogs and cats to stay and move within the premises (all other animals are prohibited from staying and moving within the Resort) exclusively on a leash. Animals must at all times remain under the supervision of the visitor and may not enter selected common areas (e.g. restaurant, spa, swimming pool), except for pre-designated excursion zones under supervision. The visitor is fully responsible for the animal's behavior, safety, and health condition, and for any damage caused to property or persons. In the event of disturbance of peace or safety, the animal may be excluded from the Resort without compensation. The visitor is obliged to keep the animal at all times on a leash with identification (collar, contact details, and, where applicable, a microchip), ensure its necessary veterinary/vaccination care, and have any relevant documents available upon request. Excrement must be cleaned up immediately in accordance with the Resort's instructions. The Resort reserves the right to exclude the animal or the responsible visitor from the Resort for hygiene or safety reasons. For further questions, please contact reception or the Resort management.
- Lost & Found: found items must be handed in at reception; storage period is 3 months.
- Visitors enter sports facilities at their own risk.
- Visitors to the Resort are obliged to behave within the Resort premises in accordance with golf etiquette and accepted standards of conduct, considerately and in such a way as not to endanger their own health or that of other players or persons on the course and in its vicinity. They are likewise obliged to act in such a way that their conduct does not cause damage to the property of the Operator or other persons.
- It is prohibited throughout the entire Resort premises to leave children under 10 years of age unattended.

9. Final Provisions

These Operating Regulations are binding on all visitors to the Resort. They are published at reception and on the Resort's website.

In Šajdíkové Humence, dated January 1, 2026

For the Operator: PGR Senica a.s., Révová 7, 811 02 Bratislava

**FDa. Radomír Holečka
on behalf of PGR Senica a.s.**