

## **GENERAL TERMS AND CONDITIONS FOR ACCESS AND USE OF SPA AND FITNESS CENTRE V GYM**

These GENERAL TERMS AND CONDITIONS aim to regulate the relations arising from the rendering of services to the Clients of the SPA and Fitness Centre in Multifunctional Complex V GYM (the Complex).

### **I. GENERAL TERMS AND CONDITIONS FOR ALL AREAS**

#### **1. Clients**

- 1.1. The Fitness Centre and the SPA Centre within the Complex may be used only by individuals, registered as their Clients.
- 1.2. As Clients may register all persons who wish to use the services provided by the SPA and Fitness Centre and meet the age and other requirements (if any), specified in these GENERAL TERMS AND CONDITIONS.
- 1.3. Every Client shall be obliged to get acquainted with the contents of these GENERAL TERMS AND CONDITIONS, a signed copy of which he shall receive upon his registration as a Client, as well as shall complete and provide at the Reception Desk a *Consent Form* with their contents.
- 1.4. Clients are obliged to follow the instructions and directions of the employees of the Complex in all its areas.
- 1.5. Clients are obliged not to enter into arguments with and/or violate the personal space of other customers, speak in a loud tone and any other actions, out of good tone. In case of non-compliance with this rule, the subscription to visit the Complex of the guilty Client will be terminated.

#### **2. Access and services**

- 2.1. The SPA and Fitness Centre may be used based on single trainings/procedures/visits or via payment of a subscription for a certain number of trainings/procedures/visits.
- 2.2. Subscription plans are personal and are not allowed to be transferred to others.
- 2.3. Subscription plans cannot be "frozen", and plans for a certain number of visits cannot be extended in cases where the Client has not spent them within the validity period.
- 2.4. The prices for all basic and additional services/products, provided by the SPA and Fitness Centre, are determined in a Pricelist, which is located in a visible place at the Reception Desk. The SPA and Fitness Centre shall reserve the right to change the prices determined in the Pricelist from time to time. However, the changes shall not affect the prices of the prepaid services/products.
- 2.5. The Fitness Centre and SPA Centre shall be accessed via magnetic bracelets. Against payment of a fixed price, determined according to the Pricelist of the SPA and Fitness Centre, each Client shall receive at the Reception Desk a magnetic bracelet for access to the respective area, which he is obliged to return to the Reception Desk after completion of the visit.
- 2.6. The magnetic bracelet for access shall be held by the Client, who shall be obliged to keep it with due care and shall return the magnetic bracelet after each visit.
- 2.7. In case the Client desires to use additional products/ services when visiting the Fitness Centre and SPA Centre, which are not included in the Client's subscription (if any), these are recorded (marked) under the name of the Client upon their ordering at the Reception Desk and shall be paid by the Client after completion of the respective visit.
- 2.8. The Client may request services/products offered in the Fitness Centre and/or the SPA Centre during each visit.
- 2.9. A visit to the SPA Centre lasts up to 3 hours.
- 2.10. A visit to the Fitness Centre lasts up to 3 hours.
- 2.11. A visit to the Fitness Centre and the SPA zone lasts up to 4 hours and a half.

#### **3. Food and beverages. Smoking**

- 3.1. Bringing food, drinks and tobacco products (cigarettes, cigars, chewing tobacco) in the SPA and Fitness Centre is not allowed. Bringing of liquids in glass containers is not allowed.
- 3.2. Smoking on the territory of the SPA and Fitness Centre is prohibited. Allowed is only the use of electronic cigarettes in the lobby-bar of the SPA and Fitness Centre.
- 3.3. The use of alcohol and narcotics/ intoxicating substances, as well as the use of the services of the Fitness Centre and SPA Centre after the use of such substances is prohibited. The employees of the SPA and Fitness Centre shall have the right to refuse access to Clients who are under the influence of alcohol or narcotics/ intoxicating substances in view of concern for the security of the Clients themselves, as well as for the security of the other Clients.

#### **4. Radio, video and audio devices. Photographing**

- 4.1. Bringing of radios and DVD/ CD – players on the territory of the Fitness Centre and the SPA Centre is not allowed. Listening to music is allowed only with headphones on personal portable devices of Clients (MP3-players, GSM/ smart phones, watches, tablets, etc.).
- 4.2. Photographing and filming on the territory of the Fitness Centre and the SPA Centre is not allowed.

#### **5. Personal belongings**

- 5.1. In the training hall, in the pool, as well as in the premises for SPA treatments wearing of outerwear (as coats, topcoats, jackets), purses, travel bags, backpacks, etc. is not allowed.
- 5.2. When marking the Client's magnetic access bracelet at the Reception Desk for the conduct of a training/ treatment, the information system automatically shall reserve a locker in the respective changing room (men/ women), for the number of which the Client shall be informed immediately.

- 5.3. Clients shall be obliged to use the lockers in the changing room to store their personal belongings during training/ treatment procedure (clothes, bags, etc.). It is recommendable all personal documents, keys, money and other valuables to be left for storage in the safes at the Reception Desk.
- 5.4. Regardless of the stated in it. 5.3 above, the management of the SPA and Fitness Centre cannot guarantee that the use of a locker/ safe will fully protect the personal belongings of the Client from theft and/ or loss. The Company, managing the SPA and Fitness Centre, is not responsible for theft and/ or loss of personal belongings, regardless of whether they have been locked in a locker/ safe or not.
- 5.5. All personal belongings shall be collected by the Clients from the used lockers/ safes after the end of the training/ treatment.
- 5.6. The Clients shall be obliged not to leave their personal belongings unattended while they are in the changing rooms or anywhere else in the Fitness Centre and SPA Centre.
- 5.7. The Clients shall immediately inform the Reception Desk for every loss of personal belongings.
- 5.8. The SPA and Fitness Centre shall not be liable for belongings, forgotten by Clients in the lockers used by them, after the automatic clearance of the locker upon the Client's leaving of the SPA and Fitness Centre. In case the SPA and Fitness Centre's personnel finds or is given personal belongings found by other Clients (regardless whether in a cleared locker or on the territory of the Centre), these shall be stored for a period of 1 (one) month. After expiry of the term specified, any money, bank cards, keys, identity documents and other valuables shall be submitted to the nearest Regional Police Department of the Ministry of Interior.

## 6. Leaving the SPA and Fitness Centre

- 6.1. Upon leaving the SPA and Fitness Centre after completion of a training/ treatment the Client shall obligatorily terminate the registration of his visit by presenting his magnetic bracelet for demarking at the Reception Desk. The Client shall:
  - Return at the Reception Desk the magnetic bracelet for a single access provided to him;
  - Pay for the products/services additionally used by him during the visit.
  - It is recommendable the Client to pay for the products/ services additionally used by him in the course of the particular visit. In case the additionally used products/ services are not paid by the Client upon finishing of the visit, in the course of which they are used, these shall be recorded in the information system of the SPA and Fitness Centre as unpaid products/ services and the Client shall be obliged to pay for them upon his first following visit of the SPA and Fitness Centre.
- 6.2. When marking the magnetic bracelet of the Client upon leaving the Centre, the locker for personal belongings used by the Client shall be automatically cleared.
- 6.3. The Client has to leave the SPA and Fitness Centre no later than 21:30 and head to the locker room.

## 7. Sanctions

- 7.1. In case the Client loses his magnetic access bracelet, the Client shall pay a penalty the amount of which is determined in the Pricelist of the SPA and Fitness Centre. The Client shall be issued a new bracelet for a single access.

## II. FITNESS CENTRE

### 1. Working time

Monday – Sunday  
07:30 - 21:30

### 2. Age restrictions

- 2.1. Children under the age of 14 (fourteen) are not allowed in the Fitness Centre, unless they train with a trainer of the Fitness Centre.
- 2.2. Children aged 14 (fourteen) to 18 (eighteen) are allowed in the Fitness Centre under the following conditions:
  - only accompanied by an adult – one of the parents, who is responsible for their behavior and safety, or
  - unaccompanied, provided that they train under the surveillance of a fitness trainer and their parent has given a prior consent for that by completing a *Parental Consent Form*, incl. for acceptance of the content and compliance with these GENERAL TERMS AND CONDITIONS.

### 3. Trainers

- 3.1. The Fitness Center can provide a fitness trainer within the working hours.
- 3.2. In case the Client is willing to undergo a training program with a trainer of the Fitness Centre, the Client has to sign an additional *Informed Consent and Liability Release Form*, a *Form for written information and consent to the processing of personal data*, as well as a *Survey for preparation of individual dietary plan, training program and supplement plan*.
- 3.3. Clients shall have no right to train with an external trainer (a trainer who is not secured by the Fitness Centre).

### 4. Attire and use of personal mobile phones

- 4.1. During their visits of the training hall Clients have to be dressed with appropriate sports outfit and wear clean sports shoes. In case this requirement is not fulfilled, the employees of the Fitness Centre have the right to refuse the Client an access to the hall.
- 4.2. In the training hall personal mobile phones shall be used only when necessary without disrupting the other Clients' activities. Clients shall refrain from conversations in a loud tone.

### 5. Use of the fitness equipment

- 5.1. Clients are recommended to warm up before the start of and to stretch after the end of every training. Otherwise overload of muscles and/ or muscle groups or cardiovascular overload may occur.
- 5.2. In case the Client experiences sharp pain, dizziness, sudden headache or pain in the chest he shall immediately cease the training and inform the trainer and/ or the employees of the Fitness Centre.
- 5.3. Interruption or disturbance of the training of another Client of the Fitness Centre is not allowed.
- 5.4. Clients are expected to show respect and comply with the good manner of communication during their visits in the Fitness Centre.
- 5.5. When using the equipment Clients shall be obliged to bring towels – own or provided by the Fitness Center for a fee.
- 5.6. Clients shall be obliged to allow the use of the relevant equipment by another Client between training sets performed by them (reservation of equipment is not allowed).

- 5.7. The used weights (dumbbells) shall be returned to their respective holder.
- 5.8. The weights shall not be leaned against walls, mirrors, benches or other equipment.
- 5.9. Throwing weights on the floor or over the benches is not allowed.
- 5.10. Upon need of help in relation to the right way of using of the fitness equipment Clients shall seek the trainer`s or employees`s assistance.
- 5.11. Clients shall be obliged to report every damage of fitness facilities/ equipment to the employees of the Fitness Centre. All damages, caused by a Client to the equipment of the Fitness Centre (facilities, devices, mirrors or any other inventory) in result of misuse, improper use, incautiousness or negligence, shall be paid by the respective Client.
- 5.12. Only the trainers of the Fitness Centre may give instructions on the use of the facilities. The wrong use of the fitness equipment may lead to injury of the Client and/ or damage of the relevant facility. Clients are obliged to comply with the instructions for use, located on the sports facilities, as well with the ones provided by the trainer in the hall.

## 6. Towels

The Client can be provided with a fitness towel for training, which is paid according to the current price list at the reception. After finishing the training, the towel should be left in the designated places.

## III. SPA CENTRE

### A. POOL & JACUZZI

#### 1. Working time

Monday – Sunday  
07:30 - 21:30

#### 2. Age restrictions

- 2.1. Children under the age of 14 (fourteen) are not allowed in the pool and the Jacuzzi, unless they train individually or as a part of a training group under the direct surveillance and control of a purposefully admitted swimming trainer, who is engaged only with surveillance of this child/ this group or if they are accompanied by a parent.
- 2.2. Children under the age of 18 (eighteen) (including the case under it. 2.1 above) are allowed in the pool and the jacuzzi provided that their parent has given prior consent for that by completing a *Parental Consent Form*, incl. for acceptance of the contents of and compliance with these GENERAL TERMS AND CONDITIONS.

#### 3. Access terms and conditions

- 3.1. Lifeguards are secured on the territory of the pool and the jacuzzi during their working time.
- 3.2. Clients shall be obliged to comply with the instructions and guidelines of the lifeguards.
- 3.3. Taking a shower before using the pool and the jacuzzi is obligatory.
- 3.4. Jumping and running in the pool and the jacuzzi is not allowed.
- 3.5. Use of swimming hats is obligatory in the pool.
- 3.6. Use of the pool and the jacuzzi after SPA-treatment is not allowed (the oils and extracts, used for the SPA-treatment, get into the water of the pool and the jacuzzi) in view of ensuring the safety of all Clients using the pool and the jacuzzi.
- 3.7. Clients shall be careful in the area of the pool and the jacuzzi as surfaces may be slippery.
- 3.8. The visit of the SPA lasts up to 3 hours.
- 3.9. When using the SPA procedure, the Clients are obliged to wear a towel - their own or provided by the SPA for a fee.

#### 4. Towels

The Client can be provided with one large bath towel (100/150 cm) for use, which is paid according to the current price list at the reception. After using the pool and jacuzzi, the towel should be left in the designated places.

### B. PROCEDURES

#### 1. Working time

Monday – Sunday  
07:30-21:30

#### 2. Age restrictions

- 2.1. The SPA Centre may be used for treatments only by Clients who are at least 18 (eighteen) years old except for the specified in the pt. 2.2 below.
- 2.2. Children aged between 14 (fourteen) and 18 (eighteen) may undergo muscular, relaxing and sport recovering massages, as well as therapies with equipment for muscular recovery, provided that their parent has given prior consent for that by completing a *Parental Consent Form*, incl. for acceptance of the contents and compliance with the present GENERAL TERMS AND CONDITIONS.

#### 3. Terms and conditions for use

- 3.1. Use of mobile phones in the zones for performance of treatment procedures for Clients is not allowed. It is recommended that Clients turn off their mobile phones and leave them in their personal lockers in the respective changing room.
- 3.2. Creating a peaceful, relaxing atmosphere, releasing the everyday stress, requires communication with a tone, consistent with the SPA environment.
- 3.3. In all zones, Clients should wear bathrobes or their own towels or those provided by the Spa for a fee, as well as slippers, and a bathing suit is mandatory in all thermal premises.
- 3.4. Taking a shower before and after use of the thermal premises or having a massage/ other body treatment in the SPA Centre is obligatory.

#### 4. Sauna, infrared sauna, steam bath and snow room

- 4.1. Clients are recommended to avoid warming/cooling procedures in case they take anticoagulants, antihistamines, beta blockers or tranquilizers.
- 4.2. The SPA Centre has the right to deny access to persons receiving any of the therapies referred to in it. 4.1. above or suffering from any other diseases which with their condition may be dangerous to the health of the other Clients or of the personnel.
- 4.3. When using the premises Clients shall comply with the reasonable timeframes for stay. After that the Client should take a shower, cool/warm up and if willing - repeat the stay in the respective premises for a new brief period.
- 4.4. The premises shall be entered into without jewellery regardless of the material the jewellery is made of.
- 4.5. Use of oils and aroma essences is forbidden.
- 4.6. When visiting the sauna, the infrared sauna and the steam bath a towel shall always be placed on the bench in the premise.
- 4.7. Pouring water on the walls, benches and floors in the infrared sauna and the Finnish sauna is prohibited. Pouring water on the sauna stones is allowed, provided that additional steam is needed, but only in compliance with the permissible quantity (one ladle of water).
- 4.8. When visiting the premises all doors should be closed tightly before and after use.
- 4.9. Clients are recommended to drink lots of fluids after using the sauna, the infrared sauna, steam bath and other thermal procedures and the consumption of alcohol and coffee is recommended to be minimized.

**5. Towels**

The Client can be provided with one large bath towel (100/150 cm) for use, which is paid according to the current price list at the reception. After finishing the spa visit, the towel should be left in the designated places.

**6. Treatment procedures (massages, therapies, etc.)**

- 6.1. Clients are recommended to make a prior reservation of the desired treatment to ensure the day and time, preferred by them, is available.
- 6.2. Reservation may be made at the Reception Desk, at phone number: (+359) 876 800 252 or through the reservations form on our web site: [www.vgym.bg](http://www.vgym.bg).
- 6.3. For cancellation the Client shall be obliged to inform Reception Desk at least 8 (eight) hours earlier or as early as possible at the contact details specified in the above item. If a reservation is made and you do not show up for the procedure without prior notification, the SPA and Fitness Centre reserves the right to refuse a subsequent reservation.
- 6.4. Clients shall come on time in the SPA Centre and ready for the treatment in order to be received by the relevant therapist at the time set.
- 6.5. Time lost due to delay of the Client for more than 15 minutes shall lead to shortening or change of the treatment, for which a pecuniary compensation shall not be due to the Client.
- 6.6. In the massage rooms and during the body treatments Clients shall wear underwear or a swimsuit.
- 6.7. During treatments the Client shall inform the therapist if he feels well. If the Client has an injury or is in a more specific condition, he shall inform the therapist. The therapist may suggest appropriate devices in the course of the treatment for the comfort of the Client and improvement of his condition.
- 6.8. Working time  
Monday – Sunday  
07:30-21:30

**7. Towels**

The Client can be provided with one large bath towel (100/150 cm) for use, which is paid according to the current price list at the reception. After completing the procedure, the towel should be left in the designated places.

**8. Solarium-collarium**

- 8.1. Solarium-collarium can be used for procedures only by Clients over 18 (eighteen) years of age.
- 8.2. Clients are advised to make a reservation in advance for the use of solarium-collarium to make sure that their preferred day and time are free.
- 8.3. Reservations can be made at the Reception Desk, by phone: (+359) 876 800 252 or through the reservation form on our website: [www.vgym.bg](http://www.vgym.bg).
- 8.4. For cancellation the Client shall be obliged to inform Reception Desk at least 8 (eight) hours earlier or as early as possible at the contact details specified in the above item. If a reservation is made and you do not show up for the procedure without prior notification, the SPA and Fitness Centre reserves the right to refuse a subsequent reservation.
- 8.5. When using the solarium-collarium, Customers are required to bring a towel - their own or provided by the spa center for a fee.

**9. Towels**

The Client can be provided with an additional towel of his choice, which is paid according to the current price list at the reception.

**IV. LIABILITY**

1. Clients suffering from the following diseases are recommended not to use the training hall, relax zone, sauna, infrared sauna, steam bath, snow room, pool, Jacuzzi and solarium-collarium: high or low blood pressure, heart disorders, asthma, skin diseases, gaping or closed flesh wounds.
2. The SPA and Fitness Centre, as well as the Company, managing the SPA and Fitness Centre, its directors, trainers and employees are not liable for accidents or injuries, which are result of the Client's noncompliance with the rules and restrictions, contained in the present GENERAL TERMS AND CONDITIONS.
3. Clients shall be obliged to undergo the relevant medical examinations and to consult the competent medical professional regarding the start of training activities or treatments and the appropriate for them training/dietary plan before starting of such training activities/treatments in the SPA and Fitness Centre. Clients shall adjust their training and/or the requested by them treatments to the professional medical consultation received by them, as well as to their own physical abilities and health condition.
4. Clients shall undertake their training and other activities in the SPA and Fitness Centre at their own risk. The SPA and Fitness Centre, as well as the Company, managing the SPA and Fitness Centre, its directors, trainers and employees are not liable for any injury and/ or

body damage and/ or discomfort of the Client, occurred in result of the use of the SPA and Fitness Centre and the located in it sports facilities, devices and equipment.

5. By acquiring the capacity of Client of the SPA and Fitness Centre each person agrees, admits and declares that:
- a) the SPA and Fitness Centre, as well as the Company, managing the SPA and Fitness Centre, its directors, trainers and employees are not responsible for death, injury, wounds, loss or damage, suffered by the Client on the territory of the SPA and Fitness Centre.
  - b) All fitness devices, appliances, facilities and equipment in the SPA and Fitness Centre shall be used by the Client exclusively and only at their own responsibility.
  - c) The Client affirms that he desires to participate voluntarily in the activities, offered by the SPA and Fitness Centre, including but not limited to trainings in the weight-lifting room, cardio-training room, the pool, etc., whereby he aims to improve his health condition. The Client understands that the above activities are intended to gradually increase the work load of blood circulation in the organism and thereby improve its functioning as a whole. The reaction of the cardiovascular system to such activities cannot be predicted with complete accuracy. There is a risk of certain changes occurring in result of the physical activities/ exercises performed by the Client. These changes include abnormalities of blood pressure or the heart rate, ineffective heart function, and in some cases – heart attack or cardiac arrest. There is a possibility that strains and/ or overload of separate muscles and muscle groups, sprains, dislocations, twists and other type of injuries may occur. The Client understands that it is necessary to inform the trainer, who is present in the hall, for any symptoms, indicating his condition of distress or pain. By accepting the present GENERAL TERMS AND CONDITIONS, the Client gives his prior consent that, in such cases, the personnel of the SPA and Fitness Centre take the necessary urgent actions for an improvement of the Client's condition and lead him out of danger, as well as to turn to an emergency medical team. The Client understands that persons with back trouble, heart disease, high blood pressure and/ or other medical condition shall not perform physical loading without a prior medical consultation.
  - d) The Client confirms that he voluntarily wishes to participate in the treatment procedures offered by the SPA & Fitness Centre, including but not limited to massages, therapies, diagnostics and other such, for the purpose of analyzing and improving his health condition. The Client understands and agrees that the above activities are intended to appropriately localize and to gradually influence problematic body zones and thereby to improve the functioning thereof at large, including that direct physical and/or visual access to the Client's body and/or separate parts thereof subject to analysis and/or treatment needs to be ensured for this purpose. The Client understands that the analysis systems employed in the procedures generate visual imagery for the needs of diagnostics and identification of the parameters subject to the analysis and agrees to such imaging. The Client understands that it is necessary to inform the employee who carries out the procedure of any symptoms indicating his condition of distress or pain. By accepting the present GENERAL TERMS AND CONDITIONS, the Client gives his prior consent that, in such cases, the personnel of the SPA and Fitness Centre take the necessary urgent actions for an improvement of the Client's condition and lead him out of danger, as well as to turn to an emergency medical team.

## V. PERSONAL DATA PROCESSING AND PROTECTION

The personal data security of the Clients of the SPA and Fitness Centre is an important part of the internal policy of San Stefano Property Development EAD. As a Controller, San Stefano Property Development EAD shall handle with priority the issues relating to the protection of the Clients' personal data, which are being processed in connection with the use of services provided by the SPA and Fitness Centre and the processing and storage procedures in compliance with the legal requirements.

### 1. Identification of the Controller

San Stefano Property Development EAD (the Controller) is a data controller. The company is registered with the Bulgarian Commercial Register and Register of NPLE under UIC 130465134, having its seat and registered office at: Sofia 1504, Sredets region, San Stefano № 22;.

### 2. Contact the Controller

The Clients of the SPA and Fitness Centre can contact the Controller in one of the following ways:

- in writing to the address: Sofia 1504, Sredets region, San Stefano № 22;
- on the phone numbers: : (+359 2) 846 4070;
- at the e-mail address: [office@sanstefanoplaza.com](mailto:office@sanstefanoplaza.com);
- through the website: <https://sanstefanoplaza.com>;
- data protection employee: Petya Nikolova.

### 3. Processed personal data

The Clients' personal data, which are being collected and processed by the Controller, are:

- Three names, address, incl. e-mail address, phone number, user account password in Website: <https://vgym.bg>;
- child's name - only in case of consent for a child to use the services of the SPA and the Fitness Centre;
- interests, hobbies, physical data (parameters) and health data contained in a completed by the Client *Survey for preparation of individual dietary plan, training program and supplement plan*, profile, back and front photo – only for Client who have requested the preparation of an individual dietary plan, training program and supplement plan.

### 4. Legal basis for the processing of your personal data

The Controller shall process the Clients' personal data on the basis of:

- Article 6, paragraph 1, letter a) of the General Data Protection Regulation (GDPR), namely: the Client has given consent to the processing;
- Article 6, paragraph 1, letter b) of GDPR, namely: processing is necessary for the performance of a contract concluded between the Client and the Controller;
- Article 6, paragraph 1, letter c) of GDPR, namely: processing is necessary for Controller's compliance with the legal obligations under the Accountancy Act and applicable tax legislation;
- Article 6, paragraph 1, letter f) of GDPR, namely: processing is necessary for the purposes of the legitimate interests pursued by the Controller.

### 5. Purposes of the processing of personal data

The specified personal data shall be processed by the Controller for the following purposes:

- providing the services requested by the Client;
- in compliance with the legal obligations in the fields of accounting and tax legislation;
- promoting the business of the Controller - by sending newsletters, invitations for seminars and trainings;
- protecting the legitimate interests of the Controller against any claims within a 5-year limitation period.

**6. The specified Clients' personal data may be transferred to the following recipients and categories of recipients:**

- competent state authorities, for example: the National Revenue Agency, the Commission for Personal Data Protection, a court, Prosecutor's Office, Investigation Office, Ministry of Interior and others – in compliance of Controller's obligations under the Bulgarian legislation;
- auditors;
- persons providing IT services and maintenance of the software products used;
- legal advisors;
- others, if provided by law.

**7. The personal data shall be stored by the Controller for the following periods:**

- During the term of the contract concluded with the Client (while he/she is using the services of the SPA and Fitness Centre) and within the 5-year limitation period thereafter;
- For a longer period, if provided by the law.

**8. Transfer of personal data outside the European Economic Area (EEA)**

The Controller shall not transfer Clients' personal data to recipients in countries outside EEA.

**9. Rights of the Client regarding the personal data processed by the Controller**

Every Client has the right to request from the Controller at any time:

**9.1. Rectification of the processed data**, in the event that the processed Client's data are inaccurate. The Client also has the right to have incomplete personal data completed, including by means of providing a supplementary statement.

**9.2. Erasure of the Client's personal data** in the event that:

- the personal data are no longer necessary in relation to the purposes for which they have been collected or otherwise processed;
- the Client withdraws his/her consent on which the processing of the personal data is based (for personal data processed on the basis of consent);
- the personal data have been unlawfully processed;
- the personal data have to be erased for Controller's compliance with a legal obligation under the Bulgarian or EU legislation.

**9.3. Restriction of the processing** in the event that:

- the Client disputes the accuracy of the personal data – for a period enabling the Controller to verify the accuracy of the personal data;
- the processing is unlawful and the Client opposes the erasure of the personal data and requests the restriction of their use instead;
- the Controller no longer needs the personal data for the purposes of the processing, but they are required by the Client for the establishment, exercise or defence of legal claims.

**9.4. To object to the processing of his/her personal data** in the event that:

- processing is necessary for the legitimate interests of the Controller or a third party;
- the personal data are processed for the purposes of direct marketing;
- the personal data are processed for scientific or historical research purposes or statistical purposes.

All rights under items 9.1, 9.2, 9.3 and 9.4 above may be exercised by submitting a written request to the Controller's address or by sending an electronic request at the Controller's e-mail, as specified above in item 2 of this Section V.

Within 1 (one) month of receipt of the Client's request/objection, the Controller shall inform him/her in writing of the action it has taken or of the fact that it will not take action and what are the reasons which prompted that. When considering the request/objection, in addition to the Client's rights, the Controller shall also take into account the legitimate interests it protects, the possible rights and interests of other natural persons, as well as the existence of legal obligations for the processing and/or provision of the personal data.

**9.5. Right to lodge a complaint with a supervisory authority**

Every Client has the right to lodge a complaint with the Bulgarian Commission for Personal Data Protection (CPDP) if he or she considers that his or her personal data are being processed unlawfully or his or her rights in connection with the personal data are violated.

**10. Using an automated decision-making system**

The Controller does not use an automated decision-making system, including profiling in the processing of the Clients' personal data.

## VI. V. MISCELLANEOUS

1. The Complex has the right to temporarily change the set working time of the SPA and Fitness Centre due to repairs, cleaning, decoration, personnel training or other reasons beyond the control of the Complex without extension of the subscription and without a compensation for the Client.

2. All Clients are required to end the use of the pool, SPA treatments and training hall no later than 21:30 and to plan time for bathing, dressing and leaving the SPA and Fitness Centre no later than 22:00.
3. The *Consent Form to the present GENERAL TERMS AND CONDITIONS*, the *Consent Form for use of the services of the SPA and Fitness Centre by persons under the age of 18*, the *Informed Consent Form for the training program*, as well as the *Form for written information and consent to the processing of personal data*, signed by the Clients are kept by the SPA and Fitness Centre.
4. The present GENERAL TERMS AND CONDITIONS were adopted and entered into force on **01.10.2024**. Every change in the General Terms and conditions shall be published on the Internet site of the SPA and Fitness Centre [www.vgym.bg](http://www.vgym.bg) and shall become obligatory for the Clients as of its publication. Clients are obliged to regularly check for changes in the GENERAL TERMS AND CONDITIONS for use of and access to the SPA and Fitness Centre.

**FOR San Stefano Property Development EAD:**

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**Manager, Sport Activities**

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**CONSENT FORM**

I, the undersigned, \_\_\_\_\_ (full name), address \_\_\_\_\_, telephone \_\_\_\_\_, hereby declare and acknowledge that today \_\_\_\_\_, I received GENERAL TERMS AND CONDITIONS FOR ACCESS AND USE OF SPA AND FITNESS CENTRE V GYM signed by San Stefano Property Development EAD.

I hereby acknowledge that:

- 1) I am familiar with and agree with the received by me signed GENERAL TERMS AND CONDITIONS and that when visiting the SPA and Fitness Centre V GYM I will comply with and follow the latter;
- 2) I am familiar with the written information under Section V of the GENERAL TERMS AND CONDITIONS regarding the processing of personal data in connection with the provision of services on the part of the SPA and Fitness Centre and I have been informed that any consent given by me below may be withdrawn at any time by submitting a request to the Controller, and this will not affect the processing based on consent. Following the withdrawal of my consent, my personal data shall no longer be collected and processed in any way, unless there is a legal basis for that.
- 3) I consent for my willingly provided personal data (please tick where applicable):
  - hobbies, interests;
  - physical data (parameters) contained in the *Survey for preparation of individual dietary plan, training program and supplement plan* that I completed;
  - health data contained in the *Survey for preparation of individual dietary plan, training program and supplement plan* that I completed;
  - profile, back and front photo;

to be processed by the Controller in connection with the provision of the services requested by me on the part of the SPA and the Fitness Centre, and the Controller's obligations under the applicable law.

**Signature of the Client:** \_\_\_\_\_

(Full name in handwriting)

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**PARENTAL CONSENT FORM**

I, the undersigned, \_\_\_\_\_ (full name), address \_\_\_\_\_, telephone \_\_\_\_\_, in my capacity as parent of \_\_\_\_\_ (full name), PIN \_\_\_\_\_, hereby declare and acknowledge that today \_\_\_\_\_, I received GENERAL TERMS AND CONDITIONS FOR ACCESS AND USE OF SPA AND FITNESS CENTRE V GYM signed by San Stefano Property Development EAD.

I hereby acknowledge that:

- 1) I am familiar with and agree with the received by me signed GENERAL TERMS AND CONDITIONS, as well as with my child using the following services of the Spa and Fitness Centre (please tick the where applicable):
  - My adolescent child can train in the gym unaccompanied, provided that he/she is training under the supervision of fitness trainer;
  - My underage child can attend swimming classes and use the jacuzzi, provided that he/she is training individually or as a part of a training group under the direct surveillance and control of a purposefully admitted swimming trainer, who is engaged only with surveillance of my child/ this group of children.
  - My adolescent child can attend swimming classes/ or use the jacuzzi;
  - My adolescent child, above the age of 16, may undergo muscular, relaxing and sport recovering massages, as well as therapies with equipment for muscular recovery;and that when my child visits SPA and Fitness Centre V GYM he/she will comply with and follow the same;
- 2) I am familiar with the written information under Section V of the GENERAL TERMS AND CONDITIONS regarding the processing of personal data in connection with the provision of services on the part of the SPA and Fitness Centre and I have been informed that any consent given by me below may be withdrawn at any time by submitting a request to the Controller, and this will not affect the processing based on consent. Following the withdrawal of my consent, my personal data shall no longer be collected and processed in any way, unless there is a legal basis for that.
- 3) I consent for the willingly provided personal data of my child (please tick where applicable):
  - Full name;

to be processed by the Controller in connection with the provision of the services requested by me on the part of the SPA and the Fitness Centre, and the Controller's obligations under the applicable law.

**Signature and consent of Client's Parent:** \_\_\_\_\_

(Full name in handwriting)

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*Every consent to the processing of my/my child's personal data for the purposes specifically described above is freely given, specific, informed and unambiguous indication of the my wishes with regard to the processed personal data.*

*Every consent is freely given and completely voluntary, and I have not been threatened or forced in any way to sign it; I have not been subjected to physical violence or psychological pressure.*

*I fully understand the meaning of the consent given by me and I seek its consequences, namely, the processing of my/my child's personal data for the specific purposes.*

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