

**Statute of the Friends and Patrons Club of the Slovak National Theatre**  
(hereinafter referred to as "The Statute")

**I. Preliminary provisions**

1. The Slovak National Theatre located at 17 Pribinova Street, 819 01 Bratislava, ID No.: 00164763 (hereinafter referred to as "SND") is a state contributory organisation established by the Ministry of Culture of the Slovak Republic, whose activities are regulated by Act No. 385/1997 Coll. on the Slovak National Theatre, as amended by later legislation. The primary subject of the SND's operations under Section 2 of Act No.385/1997 Coll. on the Slovak National Theatre as amended by later legislation is, above all, the development of national theatre culture, which it also presents abroad, the artistic preparation and public performance of dramatic, musical and dramatic and dance works and in accordance with the Statute of the Slovak National Theatre of 23. MK-2245/2014-110/12966, issued by the Ministry of Culture of the Slovak Republic, the implementation of advertising and promotional activities and other activities supporting the development and improvement of the fulfilment of the mission and the object of the activity.
2. The intention of the SND Friends and Patrons Club (hereinafter referred to as "FPC" or "SND FPC") is to bring together theatre enthusiasts who have voluntarily decided to make a financial contribution (hereinafter referred to as "contribution") in order to present, support and develop the arts by preserving the cultural richness and supporting the traditions and activities of the leading theatre scene in Slovakia through the contributions received in this way.
3. Membership in the FPC and the benefits resulting from membership in the FPC are a form of gratitude to the member for contributing to the advancement of culture and cultural values in line with the objective of the SND FPC.

**II. Membership in the FPC, Terms and Conditions of Membership in the FPC**

1. A natural person over 18 years of age, regardless of nationality, or a legal person established in accordance with the laws of the Slovak Republic, or a legal person established in accordance with the laws of another state in which it has been registered, may become a member of the SND FPC (hereinafter referred to as a "Member"), subject to the conditions set out in this Statute. A natural person under the age of 18 may become a member by being represented by a legal representative through a person who is authorised by a court order or by law to act for that person. (hereinafter referred to as "Membership Applicant")
2. The membership in FPC is established when the following conditions are fulfilled simultaneously:
  - by filling in personal data in the shopping cart when purchasing a membership, or by submitting personal data to [mecenasskyklub@snd.sk](mailto:mecenasskyklub@snd.sk) when paying by bank transfer, by crediting the membership fee to the SND account, by signing the contract of donation and publishing it in the Central Register of Contracts.

The draft of the donation contract will be delivered (by mail or in person) to the person interested in membership in FPC after registering on the SND FPC website and paying the membership fee. In case of non-delivery of the signed donation contract by the Applicant for the membership in the FPC within 30 calendar days from the date of crediting the contribution by the Applicant for the membership to the account of the SND and even after the notification

by the SND for non-delivery of the donation contract, the membership in the FPC will not come into existence. In case the contract of donation is not signed and delivered by the Applicant for membership, and the Applicant for membership has made the payment of the membership fee, the SND shall return the amount transferred to the account of the Applicant for membership within 30 calendar days after the expiration of 30 calendar days from the date of crediting of the membership fee of the Applicant for membership in the FPC.

### **III. Duration of the Membership, Termination of Membership**

1. The membership in the FPC lasts for one year from the date of becoming a member according to Article II. of this Statute.
2. Membership in the FPC terminates on the expiry of the period referred to in paragraph 1 of this Article of the Statutes.
3. Except for the termination of the membership in the FPC according to paragraph 2 of this Article of the Statutes, the membership terminates:
  - a) suspension of a Member for the reasons set out in Article VII(4) of this Statute,
  - b) death of the Member, if the Member is a natural person,
  - c) dissolution of the Member, if the Member is a legal person,
  - d) by agreement on termination of the membership,
  - e) based on a Member's request for termination of the membership in FPC,
  - f) upon delivery of a final court decision on the invalidity of the contract signed between the SND and the Member.
4. In case of termination of membership under paragraphs 3(a) to 3(e) of this Article of the Statute, the contribution is non-refundable.
5. If the signed donation contract is not delivered to the SND seat within 30 calendar days from the date the Applicant credits the funds for membership according to Article 2, point 2 of this Statute, membership in the FPC will not be created.

### **IV. Rights and Obligations of Membership Applicants and Members**

1. The FPC Member is entitled to use benefits in the category according to the value of the contribution made by the FPC Member in compliance with this Statute as a form of appreciation offered by the SND. An overview of the contribution value structures is attached to this Statute as Appendix 1.
2. In order to meet the requirements for membership in the FPC, the membership applicant is obliged to sign a contract of donation with the date when he/she sent the contribution to the SND account and deliver the signed contract of donation to the SND seat.

### **V. The Utilisation of FPC Funds**

1. The funds provided by FPC Membership Applicants or FPC Members will be used exclusively for the purpose stated in Article 1(2) of this Statute in accordance with 523/2004 Coll. on the Financial Rules of the Public Administration and on Amendments and Additions to Certain Acts, as well as under other legal regulations in force in the Slovak Republic and internal regulations in effect at the Slovak National Theatre.
2. The SND will quantify the total amount of financial contributions received from the SND FPC Members for the respective calendar year in the annual report.

## **VI. Preliminary Provisions**

1. The SND reserves the right to change the terms and conditions of FPC membership, to cancel FPC, the benefits provided, as well as the terms and conditions of FPC membership. In such instances, members are entitled to a refund of the membership fee in an aliquot amount.
2. The SND will make the change in terms and conditions and membership publicly available in a suitable manner. The SND is not liable for any damages incurred with incorrect data provided by FPC Members concerning the unused or unclaimed benefits. The member has no legal right to the exchange of the benefit or the payment of its value by way of monetary or other compensation (the exchange of a benefit for money includes the exchange of the value for a security, real estate, a deposit in a savings account or insurance, etc.). The Member acknowledges that the benefits are not enforceable through legal action. In the event of any dispute regarding the FPC, the decision of the SND is final and binding.
3. By becoming a member of the FPC, the FPC Member agrees to abide by the terms and conditions set out in this Statute.
4. The SND reserves the right to expel from the FPC a Member who, in particular:
  - a) violates the conditions set out in this Statute;
  - b) violates generally applicable legislation;
  - c) disparages, ridicules or in any way damages the legitimate interests of the SND, the FPC, or the reputation of the SND;
  - d) has not complied with the conditions laid down in this Statute.

## **VII. Final Provisions**

1. The FPC undertakes to provide truthful information and to comply with the terms and conditions set out in this Statute.
2. The FPC acknowledges that when using the website and servers in connection with the FPC, it may not engage in any conduct contrary to generally binding laws of the Slovak Republic and/or contrary to good morals and may not take any action that would hinder or attempt to hinder the membership of other Members in the FPC or that would jeopardise or interfere with the activities and functioning of the FPC.
3. The provisions of this Statute are valid on the date of their signing and effective on the date of their publication on the website of the Slovak National Theatre. [www.snd.sk/dokumenty](http://www.snd.sk/dokumenty).
4. The Member acknowledges and agrees that the SND is entitled to amend the provisions of this Statute at any time or to revoke the FPC at any time. In case of a change to the Statutes, the Member acknowledges and agrees that the latest version of the Statute is always valid and effective. As the currently valid and effective version is always published on the SND website, the SND is not bound to inform the FPC Members separately about the change of the Statute.
5. The Member agrees to abide by this Statute, the instructions of the SND and other persons involved in the FPC; their decisions are final and binding in all respects relating to the FPC for all Members. No Member is entitled to FPC membership or benefits unless he or she agrees to and complies with this Statute and the obligations arising therefrom.
6. Legal relations not governed by this Statute shall be governed by the laws of the Slovak Republic and Members agree by becoming Members to the application of the laws of the Slovak Republic in the case of legal relations related to membership in the FPC.

7. The SND and the persons carrying out activities for FPC are not liable for any technical problems or technical malfunctions or any other damages or errors that arise in connection with the FPC, or for any hardware or software errors or defective Internet connections, or for any limitations of the Internet connection, server, or for the total or partial unavailability of the Internet for any reason whatsoever, or for Internet or website congestion, or for any unauthorised human or other interference with the FPC membership login procedure or process, including but not limited to tampering, hacking, theft, viruses, bugs, worms, or for the corruption or cancellation of any aspect of FPC, or for any performance not carried out or operated directly by FPC itself.
8. The SND reserves the right to assess the compliance of Members with all FPC conditions and also the right to (i) terminate a Member's membership in the FPC for failure to comply with any of them, (ii) not to grant the benefit; even if any failure to comply with any of the conditions is discovered retrospectively; however, no later than the time of the delivery of the benefit.
9. The FPC Members become FPC Members with the knowledge that the FPC and the FPC benefits and perquisites are a form of gratitude from the SND to the FPC Member for the contribution made and with the knowledge that there is no legal entitlement to the FPC benefits and perquisites and that Members may not claim benefits to any extent other than those specified by the SND in this Statute. The SND has the right to assess the fulfilment of the conditions set out in this Statute and to decide on their compliance or non-compliance. The Member has no legal right to the exchange of the benefit or the payment of its value in the form of monetary or any other compensation. The Member acknowledges that the benefits are not enforceable in a legal proceeding under applicable law. The SND reserves the right to change the rules and conditions set out in this Statute. The SND FPC will publish the change of the rules and conditions in a suitable manner.
10. The SND is bound to return the paid contribution if there are legal grounds for returning the donation arising under the laws in force in the Slovak Republic or if the Membership Applicant fails to fulfil his obligation according to Article II, point 2 of this Statute.
11. Any legal disputes arising out of the FPC membership and/or the terms and conditions set out in this Statute are governed by the law in force in the Slovak Republic. In case of litigation, the competent court is the general court in accordance with the legislation in force in the Slovak Republic.
12. The following Appendices form part of this Statute:  
Appendix No 1: The Preview of the Friends and Patrons Club of the Slovak National Theatre.  
Appendix No 2: The Declaration on the Processing of Personal Data of the Friends and Patrons Club Members

In Bratislava on 28.2.2024

**Mgr. art. Matej Drlička, ArtD.**  
General Manager of the Slovak National Theatre

## Appendix No. 1 to the Statute

The Preview of the Friends and Patrons Club of the Slovak National Theatre.

	PRÍSPEVOK	ODZNAK A CERTIFIKÁT PRIATELSTVA	MOŽNOSŤ PREDNOSTNEJ REZERVÁCIE VSTUPENIEK	PREHLIADKA HB SND	ÚČASŤ NA KOSTÝMOVEJ SKÚŠKE	ÚČASŤ NA VEREJNEJ GENERÁLKE	PREHLIADKA ZÁKULISIA NB SND	VSTUPENKY **
BRONZOVÝ	100 €	X		X		X		
STRIEBORNÝ	300 €	X	X	X	X	X	X	2
ZLATÝ	500 €	X	X	X	X	X	X	2 x 2

\* zo série *Máme radi divadlo*

\*\* na vybranú premiéru Činohry, Opery alebo Baletu SND vrátane rautu a meet and greet s umelcami

	CONTRIBUTION	BADGE AND CERTIFICATE OF FRIENDSHIP	THE POSSIBILITY OF PRIORITY TICKET BOOKING	TOUR OF THE SND HISTORIC BUILDING	PARTICIPATION IN A COSTUME FITTING	PARTICIPATION IN A PUBLIC DRESS REHEARSAL	TOUR OF THE BACKSTAGE OF THE NEW BUILDING OF THE SND	TICKETS **
BRONZE	€ 100	X		X		X		
SILVER	€ 300	X	X	X	X	X	X	2
GOLDEN	€ 500	X	X	X	X	X	X	2x2

\* from the series *We Like Theatre*

\*\* to a selected premiere of the SND Drama Theatre, Opera and Ballet, including a reception and meet and greet with the artists

	PRÍSPEVOK	ODZNAK A CERTIFIKÁT PRIATELSTVA	MOŽNOSŤ PREDNOSTNEJ REZERVÁCIE VSTUPENIEK	VSTUPENKY NA REPERTOÁROVÉ PREDSTAVENIA	VSTUPENKY NA PREMIÉRY	KONCERT	GALAKONCERT	PREHLIADKA ZÁKULISIA HB/NB/UDD	ÚČASŤ NA KOSTÝMOVEJ SKÚŠKE	ÚČASŤ NA VEREJNEJ GENERÁLKE	STAGE DINNER **	VSTUPENKY NA SPRIEVODNÉ PODUJATIA	NÁVŠTEVA EURÓPSKEHO DIVADLA S GR SND
BRONZOVÝ	1 000 €	X	X		4 x 2*	X		X	X	X			
STRIEBORNÝ	3 000 €	X	X		2	X		X	X	X			
ZLATÝ	5 000 €	X	X		2	X	X	X	X	X	X		
PLATINOVÝ	7 000 € a viac	X	X	5 x 2	4	X	X	X	X	X	X		
DIAMANTOVÝ	10 000 € a viac	X	X	5 x 2	4	X	X	X	X	X	X	3 x 2	X

\* na vybranú premiéru Činohry, Opery alebo Baletu SND

\*\* 1x do roka 2 vstupenky

	CONTRIBUTION	BADGE AND CERTIFICATE OF FRIENDSHIP	THE POSSIBILITY OF PRIORITY TICKET BOOKING	TICKETS FOR THE REPERTOIRE PERFORMANCES	TICKETS FOR PREMIERES	CONCERT	GALACONCERT	TOUR OF THE BACKSTAGE OF THE SND HISTORIC BUILDING/NEW BUILDING/ART AND DECORATION WORKSHOPS	PARTICIPATION IN A COSTUME FITTING	PARTICIPATION IN A PUBLIC DRESS REHEARSAL	STAGE DINNER **	TICKETS FOR OTHER EVENTS	ATTENDING A PERFORMANCE AT A EUROPEAN THEATRE WITH THE SND GENERAL MANAGER
BRONZE	€ 1,000	X	X		4x2*	X		X	X	X			
SILVER	€ 3,000	X	X		2	X		X	X	X			
GOLDEN	€ 5,000	X	X		2	X	X	X	X	X	X		
PLATINUM	€ 7 000 and more	X	X	5x2	2	X	X	X	X	X	X		
DIAMOND	€ 10 000 and more	X	X	5x2	2	X	X	X	X	X	X	3x2	X

\* To a selected premiere of the SND Drama Theatre, Opera and Ballet

\*\* Once a year, two tickets

## Appendix No. 2 to the Statute

### The Declaration on the processing of personal data of the Friends and Patrons Club members

#### A. PREAMBLE

The Slovak National Theatre, located at Pribinova 17, 819 01 Bratislava, ID 00 164 763 (hereinafter referred to as "SND"), is the Data Controller for the processing of personal data in the Friends and Patrons Club of the Slovak National Theatre (hereinafter referred to as "FPC").

In this Declaration, the terms set out in the Statute are used accordingly.

The declaration is based on (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR") and (ii) Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Alterations to Certain Acts ("Act").

#### B. THE PURPOSE OF THE PROCESSING AND THE LEGAL GROUNDS

1. FPC Membership. The legal basis for the processing of personal data for the creation and administration of membership in the FPC is, based on the contract of donation, the contractual relationship as defined in Article 6(1)(a)(1)(b) of the FPC.  
b) GDPR.
2. Promotion of FPC Member, the SND and theatre culture. The legal grounds for the processing of personal data are based on the consent of the data subject under Article 6(1)(a) of the GDPR.
3. Marketing communication. The legal grounds for the processing of personal data are based on the consent of the data subject under Article 6(1)(a) of the GDPR.

#### C. THE SCOPE AND DURATION OF THE PROCESSING OF PERSONAL DATA

##### 1. For the purpose of FPC membership

In order to be a member of the FPC, the following personal data must be processed:

- Name and Surname,
- date of birth:
- place of residency,
- e-mail address,
- or the legal person it represents,
- or those who may receive benefits,
- the amount of the donation

In case of transfer of the benefit after being contacted by the SND, for the purpose of identification of the Member, it will be necessary for the Member to provide the SND and for the SND to process the following personal data in addition to the preceding data:

- postal address (street, house number, postcode, city),

- phone number,
- the benefit and the data associated with that benefit.

The personal data of the Member necessary for the administration of the membership will be processed for the duration of the FPC membership and 36 months after its termination.

Personal data regarding benefits and the Donation Contract concluded between the Member and the SND will be kept for a period within the meaning of the relevant provisions of the Accounting Act and published in the Central Register of Contracts in compliance with the Act on Free Access to Information.

## **2. For the purpose of promotion of the FPC Member, SND and theatre culture**

The Member grants/does not grant consent\* for the purpose of publishing the Member's data on the website, at [www.snd.sk](http://www.snd.sk), as well as the profile on facebook.com under <https://www.facebook.com/mojesnd/>, or in the media (including the Internet), promotional and advertising materials of the SND (print and press materials) in connection with the presentation of the FPC and the data controller, with the stipulation that they may be created and published, in addition to likenesses, images, audiovisual recordings relating to the natural person or his/her expressions of a personal nature in connection with membership under Article VI of this Statute, as well as visual, audio and audiovisual recordings of FPC Members without territorial limitation for a period of five years from the termination of FPC membership or until the consent is withdrawn. The following data will be processed:

- Name and Surname,
- the category of patron,
- the benefit and the data associated with it,
- the likeness,
- visual, audio and audiovisual (videos).

## **3. For the purpose of marketing communication**

The member grants/does not grant consent\* to the use of data for marketing activities (sending direct mail, newsletters), i.e. information on FPC, premières, performances, and events organised by the SND and SND promotional offers, in which case the SND processes for this purpose exclusively: e-mail address, first and last name.

Personal data processed for marketing communication purposes will be processed for the duration of the FPC membership and for 5 years thereafter or until the consent is withdrawn.

The Member will not be subject to profiling or automated decision-making in the processing of personal data in connection with marketing in order to tailor a commercial offer to individual needs.

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**\* Strike out those that are not applicable**

The data provided can be changed in the SND by notification via e-mail to [mecenasskyklub@snd.sk](mailto:mecenasskyklub@snd.sk).

## D. OTHER PROCESSING CONDITIONS

The data controller may also disclose your personal data to recipients or third parties such as, for example, notaries, control and state authorities, and processors if they have been entrusted with the processing of personal data on behalf of the data controller and other authorised entities in accordance with the relevant legislation. The data controller declares that they have properly concluded contracts with their agents who ensure an adequate level of protection of personal data in accordance with the applicable legislation on data protection.

Your personal data will be kept securely, in accordance with the data of the data controller and the data processor security policy and only for as long as necessary to fulfil the purpose of the processing. Access to your personal data will only be granted to persons authorised by the data controller to process your personal data, who process it on the basis of the Data Controller's instructions in accordance with the data controller's security policy.

## E. THE RIGHTS OF THE MEMBER - DATA SUBJECT

The Regulation or the Personal Data Protection Act contains detailed information on your rights as a data subject to the protection of personal data, the available means of application and the limitations thereof (in particular Articles 13-22, 77, 79, 82 of the GDPR, Sections 21-28, 38 of the Personal Data Protection Act). At any time, you can request information about the processing of personal data concerning you, and you can request the correction or deletion of your personal data or the restriction of its processing. You can object to the processing of personal data on the basis of legitimate interest and to the sending of direct marketing messages; you have the right to data portability. The most important provisions are summarised below.

### **The right of access**

You have the right to obtain a copy of the personal data we hold about you and information about how we use your personal data. In most cases, we will provide you with your personal data in written form unless you request otherwise. If you have requested this information by electronic means, it will be provided to you electronically if technically possible.

### **The Right to Correction**

We take reasonable steps to ensure that the information we hold about you is accurate, complete, and up to date. If you believe that the information we hold about you is inaccurate, incomplete, or out of date, please do not hesitate to contact us to amend, update, or supplement it.

### **The right of erasure**

You have the right to request the erasure of your personal data, for example, if the personal data we have collected about you is no longer necessary to fulfil the original purpose of the processing. However, your right shall be assessed in the light of all the relevant circumstances. For instance, we may have certain legal and regulatory obligations that prevent us from complying with your request.

### **The Right to Restriction of Processing**

Under certain conditions, you are entitled to request that we stop using your personal data. This may concern cases in which you think that the personal data we hold about you may be inaccurate or that we no longer need to use your personal data.

### **The Right to Data Portability**

Under certain conditions, you have the right to request a transfer of the personal data you have provided to us to a third party of your choice. However, the right of portability only applies to personal data that we have obtained from you on the basis of your consent or on the basis of a contract to which you are a party.



### **The Right to Object**

You have the right to object to data processing that is based on our legitimate interests. If we do not have a compelling, legitimate ground for processing and you object, we will no longer process your personal data.

### **The Right to Withdraw Consent at any Time**

If you have given us consent to process your personal data for a specific purpose, we are bound by that purpose and cannot change it during processing. You can withdraw your consent at any time. Withdrawal of consent shall not affect the lawfulness of processing based on consent prior to its withdrawal.

### **The right to complain**

If you wish to complain about the way your data is processed, including exercising the above-mentioned rights, you may contact our Data Protection Officer. We shall investigate all your motions and complaints to the best of our ability.

If you are not satisfied with our response, or if you presume that we are processing your personal data unfairly or unlawfully, you may file a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, <https://dataprotection.gov.sk>, Hraničná 12, 820 07 Bratislava 27; telephone number: +421 /2/ 3231 3214; E-mail: [statny.dozor@pdp.gov.sk](mailto:statny.dozor@pdp.gov.sk).

## **F. RESPONSIBLE PERSON, CONTACT DETAILS AND APPLICATION OF THE MEMBER'S**

Secure processing of personal data and compliance with the Regulation and the Personal Data Protection Act is supervised by the Data Protection Officer, to whom you can turn to exercise your rights.

Contact details of the responsible person

E- mail: [zodpovednaosobagdpr@snd.sk](mailto:zodpovednaosobagdpr@snd.sk)

Mailing address:                      GDPR Responsible Person  
The Slovak National Theatre,  
Pribinova 17, 819 01 Bratislava

If you have any questions regarding the processing of your personal data you can contact us via our Data Protection Officer.

The data subject declares that he or she voluntarily provides his or her personal data, that he or she has been adequately informed in advance of the grounds and purpose of their use and disclosure, and confirms that he or she has provided the personal data voluntarily, without coercion, and consents to their use for the specified purpose.

In ..... on .....

Name and surname of FPC  
Member+signature