



## GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTION TO EVENT NOTIFICATIONS FROM SŽ – POTNIŠKI PROMET, D. O. O.

Within the framework of its ticketing activities, SŽ – Potniški promet, d. o. o. (hereinafter referred to as SŽ-PP) offers an additional service to users in order to improve the user experience when using public rail transport services: the possibility to subscribe to receive information about events on the route and, with explicit consent, to receive the company's e-newsletter.

These General Terms and Conditions define the services offered by SŽ-PP on the SŽ-PP online portal at <https://potniski.sz.si/> and <https://potnik.sz.si>, as well as the conditions and rules for the use of the services offered by the SŽ-PP online portal. They also define the rights and obligations of the users of the services in accordance with these General Terms and Conditions, and define the relationship between them and SŽ-PP.

By subscribing to the service, the user will be able to receive information about announced and exceptional changes in rail services on the selected route, such as rail replacement services, delays, closures and timetable changes. In this case, the user will be informed of changes in rail services that impede regular passenger rail services via a predefined and selected contact channel. SŽ-PP will also continue to inform its users publicly of changes in rail services in terms of the organisation of alternative transport in the manner prescribed by law (ZZeIP<sup>1</sup>), and users may also take advantage of the possibility of free information by accepting these General Terms and Conditions.

By registering on the SŽ-PP portal at <https://potniski.sz.si/> and/or <https://potnik.sz.si> and by accepting these General Terms and Conditions, the user shall be deemed to have agreed to subscribe to notifications of changes in rail services from SŽ-PP in accordance with the further rules of these General Terms and Conditions published at <https://potniski.sz.si/en/useful-information/general-terms-conditions/splosni-pogoji/>.

On the SŽ-PP website, the user or subscriber can also read the [Privacy Policy](#) of SŽ-PP, which manages the online portal.

### 1. DEFINITIONS

The **online subscription portal** can be accessed via the web addresses <https://potnik.sz.si> and <https://potniski.sz.si/>. The former provides a direct link to the portal, while the latter provides access to the portal. The portal provides an internet platform on which SŽ-PP offers passenger transport users the possibility to subscribe to the notification of rail service changes, under the conditions set out below in these General Terms and Conditions.

**Rail service change notification service** is a service offered by SŽ-PP in cooperation with companies in the SŽ Group and includes notifications of announced and exceptional changes in rail services.

**E-newsletter or e-notification** is a service of receiving e-newsletters about SŽ-PP offers, news, events, prize draws and other interesting content, to which any visitor to the SŽ-PP website or the online subscription portal, or user of SŽ-PP passenger transport services, or any other individual may subscribe.

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<sup>1</sup> Railway Transport Act (ZZeIP), Official Gazette of the Republic of Slovenia, no. 99/15 – official consolidated text, 30/18, 82/21, 54/22 – ZUJPP and 18/23 – ZDU-10



The **service provider** is SŽ-PP<sup>2</sup>, which is also the controller of the personal data of the users of the service in question, in accordance with the rules on the protection of personal data.

A **user** of the rail service change notification service is an individual who accepts these General Terms and Conditions and who has registered on the SŽ-PP online subscription portal.

A **newsletter subscriber** is an individual who has signed up to receive e-newsletters or information about new SŽ-PP offer.

A **route** is a train journey between a boarding and disembarking station, made or followed by an individual passenger.

A **time window** is a part of the day or week, chosen by the passengers themselves, within which they wish to be informed about events along the route.

## 2. REGISTRATION AND LOGIN

The use of the SŽ-PP rail service change notification service requires registration and login to the online subscription portal and acceptance of these General Terms and Conditions.

An individual shall register and log in as a user by completing the registration form located in two digital locations:

1. The provider's website ([www.slo-zeleznice.si](http://www.slo-zeleznice.si)); and
2. <https://potnik.sz.si>.

Individuals can also access the registration form via links and QR codes for faster access to the online registration form, which the provider may publish in its publications, at sales outlets or when logging on to the Wi-Fi network available to users on some trains.

Registration via printed forms (paper) is not possible.

Registration and login is open to persons over 15 years of age.

By registering and accepting these General Terms and Conditions, the user subscribes to be notified of changes in SŽ-PP rail services.

When registering, the user must provide the following information to the controller as mandatory:

- E-mail address;
- Name and surname;
- Mobile phone number.

The information that the user is required to provide during registration must be provided in full and correctly. In the event that the information provided at the time of registration subsequently changes, users are obliged to update this information in their user account immediately.

Registration is only possible if all the mandatory information (necessary for authentication and verification of the user) has been provided, if these General Terms and Conditions have been confirmed or accepted, and if the registration notification sent to the user's e-mail address has been confirmed. Only subscribers of national mobile operators may subscribe to mobile number notifications.

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<sup>2</sup> Information about the provider:  
SŽ – Potniški promet, d. o. o., Kolodvorska 11, 1000 Ljubljana  
Telephone number: 080 8111  
E-mail: [potnik.info@slo-zeleznice.si](mailto:potnik.info@slo-zeleznice.si)  
IBAN SI56 0292 3025 9545 659  
ID number: 6017274000  
VAT identification number: SI 89393686



If the user does not wish to provide any of the mandatory information or does not accept the General Terms and Conditions or does not confirm the registration notice, the user will not be able to successfully complete the registration.

The user account will be activated once the user has confirmed the activation received in his/her e-mail inbox. The username (the user's e-mail address) and the password unambiguously identify the user and link the user to the data entered. Once the registration has been completed, the user may use the portal by logging in with a username identical to the e-mail address and password chosen at the time of registration and directly manage his/her orders.

Receiving notifications is free of charge for users. Data transmission and the use of mobile networks shall be charged according to the price list of the providers of these services used and contracted by the user.

Users can send any questions about registration to [potnik.info@slo-zeleznice.si](mailto:potnik.info@slo-zeleznice.si) or call our toll-free number 080 81 11.

Registration is voluntary and, in accordance with these General Terms and Conditions, users may also express their will to cancel their registration, delete their account or profile and withdraw from these General Terms and Conditions, thereby cancelling their subscription to the notification of rail service changes.

### **3. LIMITATION OF THE SCOPE OF NOTIFICATIONS**

In order to receive only user-relevant notifications, users will be able to select at least one or up to a maximum of 6 offered routes for which they want to receive notifications of rail service changes after registration. Users will only receive notifications for the route they select.

Users will also have the option to select the time window during which they want to receive notifications:

- Day of the week (all days, weekdays or weekend only);
- Any choice of day(s) of the week;
- Notifications only on the selected date; and
- Period of the day.

The choice of the time window is mandatory and is linked to the boarding station of the selected route.

If users do not select any route, they will not receive notifications of rail service changes in accordance with these General Terms and Conditions.

### **4. POSSIBILITIES OF NOTIFICATION OF RAIL SERVICE CHANGES**

When subscribing to rail service change notifications, the user selects one (or more) of the following notification methods:

1. E-mail or
2. SMS messages.

The texts in the rail service change notification messages are the same (regardless of the chosen notification channel) and are short. In the case of longer notifications and more relevant information for passengers, they may contain links to the SŽ-PP website (e.g. rail replacement services and service disruptions, passenger information, etc.).



## 5. DATA ACCURACY

Users are obliged to provide SŽ-PP, as the sender of notifications, with their contact details and, in the event of any changes, to ensure that all the information provided is accurate and up-to-date, otherwise they will not receive the services and notifications.

The data controller accepts no responsibility for the authenticity, accuracy and up-to-dateness of the data provided by the user.

## 6. OPTING OUT OF NOTIFICATION OF CHANGES IN RAIL SERVICES AND CANCELLATION OF REGISTRATION

The user may unsubscribe from receiving notifications of changes in rail services at any time. This can be done as follows:

- By logging in to the SŽ-PP online user portal and modifying the subscribed content or by unsubscribing from receiving notifications of rail service changes on all or only a specific notification channel.

It is possible to cancel one, individual content or to unsubscribe from all notifications at the same time. Users may also choose to opt-out of receiving notifications on all the channels that they have primarily selected or only on a particular notification channel.

By unsubscribing from the service, the user will no longer receive notifications or be notified of rail service changes in accordance with these General Terms and Conditions from which he/she has unsubscribed.

Cancellation of a user's registration or deletion of a profile means that the user will no longer receive notifications of rail service changes intended for users. If a user wishes to cancel his/her registration, he/she can do so by logging into the SŽ-PP web portal and cancelling the registration by selecting the option »Delete profile (Cancel registration)«. The personal data of the user will be stored by the service provider for a maximum period of 30 days from the date of cancellation of registration or the request to delete the profile, after which it will be irretrievably deleted.

By closing or deleting the profile, the user consequently withdraws from these General Terms and Conditions. By withdrawing from these General Terms and Conditions, the user no longer has the rights granted by the web portal under these General Terms and Conditions.

## 7. SENDING AND UNSUBSCRIBING FROM NEWSLETTERS

Any visitor to the web portal or user of SŽ-PP passenger transport services or other individual may also sign up to receive e-newsletters about the offer, news, events, prize draws and other interesting content of SŽ-PP. This can be done via the online subscription portal (<https://potnik.sz.si>) and/or the contact form on the SŽ-PP website. Only subscribers of national mobile operators can sign up for mobile number notifications.

The sending of general e-newsletters (notifications of general news, offers and other interesting content) to an e-mail address or via SMS/MMS messages for direct marketing purposes is only permitted on the basis of the subscriber's or user's or individual's explicit prior consent.

The individual may unsubscribe from receiving the newsletter at any time, free of charge, by clicking on the highlighted link in the e-mail message sent to him/her.



## 8. PERSONAL DATA PROTECTION

SŽ-PP (the controller of personal data) processes the following personal data of the user of the rail service change notification service obtained via the online subscription portal:

- Registration data for the use of the SŽ-PP services: name and surname, e-mail address, telephone number, IP address, password in encrypted form, date of last login, date of account creation, confirmation of the General Terms and Conditions, confirmation of age over 15 years and subscription to the notification of changes in rail services, information on the routes, day of the week (all days, weekdays, weekends, any choice of day(s), notifications on the date selected) and period of the day, consent to receive marketing content;
- The user's data relating to the service received – any complaints and other claims: name and surname, email address, telephone number, information on the time and content and the manner in which these claims are dealt with, information on communication with the user, the resolution of the request and other data necessary to resolve the claim made by the user.

The processing of personal data of individuals by the controller is carried out solely on the basis of and within the framework of the legal grounds for the processing of personal data set out in Article 6 of the General Data Protection Regulation.

Personal data collected for the purpose of subscribing to the SŽ-PP services of notification of changes in rail services in accordance with these General Terms and Conditions are processed on the legal basis of a contract or agreement (Article 6/1(b) of the General Data Protection Regulation) and only for the purpose of implementing these General Terms and Conditions.

As access to the SŽ-PP websites is possible without registration and without a user account, the controller also processes the personal data of individuals – all those who visit or in any way browse the SŽ-PP websites – on the basis of legitimate interest (point f of Article 6/1 of the General Data Protection Regulation), due to the nature of the website access services, for the purposes of ensuring the secure operation of the websites, statistics and analytics of visits, reducing the risk of website intrusions, etc. In this case, the controller keeps track of the following data that could serve as identification: the IP address of the computer, the type of browser, the date and time of access and the websites visited.

In certain cases, the controller may ask visitors to the web portal or all users of the passenger transport services of SŽ-PP and other individuals to give their consent (point a of Article 6/1 of the General Data Protection Regulation), for example, for the purpose of sending newsletters about new developments in its services and those of its business partners. In this case, the processing of personal data is carried out within the scope of the personal data subject's declaration, the purpose and the agreed channels of communication, until revocation.

As a provider, SŽ-PP ensures the informational privacy of users and other individuals and therefore handles or processes their personal data responsibly, carefully and in accordance with the applicable regulations and the company's internal acts. Personal data are processed only for the purposes for which they were collected. Personal data collected on the basis of consent will be processed until the consent is withdrawn. Other personal data will be kept until the purpose for which they were collected has been fulfilled or, at the latest, until the expiry of the limitation periods within which either party may assert claims arising out of the concluded contract, except in cases where the retention period is prescribed by law. In the latter cases, personal data shall be retained in accordance with the statutory obligation.

SŽ-PP undertakes that the personal data obtained through the online subscription portal will remain stored, protected and processed by SŽ-PP and its personal data processors, who will process them exclusively in the name and on behalf of SŽ-PP. All personal data obtained will be treated in accordance with the General Data Protection Regulation and national legislation.

For more information on the processing of personal data, including information on how to exercise your data protection rights, please refer to the [Privacy Policy](#) of SŽ-PP.



## 9. LIMITATION OF LIABILITY

SŽ-PP, as the sender of the notifications, will make every effort to provide accurate and up-to-date information on the website, however, the user is reminded that the notifications are of an informative nature, often depending on several factors, and therefore no guarantee is given as to their accuracy or timeliness.

Users use the notices they receive at their own risk. SŽ-PP shall not be liable for any damage of any kind that may be caused to users as a result of information which may be inaccurate, incomplete or not up-to-date.

SŽ-PP, as the operator of the online subscription portal, naturally also endeavours to ensure the smooth operation of the portal, but assumes no liability for its uninterrupted use. SŽ-PP is not liable for any damage to computer equipment or other applications caused by the portal, including those caused by viruses. Nor shall SŽ-PP be liable for any damages of any kind that may result from the use or temporary inability to use the portal or the applications, from the occasional inoperability of the notification service, or from any event arising from problems with the internet connection or technical problems on the part of the user.

As the sender, SŽ-PP reserves the right to change, add or remove the content of the notification service at any time, for any reason and without prior notice.

## 10. COPYRIGHT

All notices, information, texts, images, etc., which are sent for the purpose of informing users and which are located on the web portal are copyright works and as such are subject to copyright protection or other forms of intellectual property protection, and the copyright holder is the operator, i.e. SŽ-PP. The content protected by copyright and other intellectual property rights includes, in addition to the text and data, the entire graphic design of the website, including all graphic elements. This content is subject to the provisions of the Copyright and Related Rights Act and the Intellectual Property Act.

Users are permitted to use the notifications received and their content for personal and non-commercial purposes only. Any other disposal of the content, including modification, copying, public publication, public display and making available to the public of any content in whole or in part in other places, is prohibited, unless expressly authorised in writing by SŽ-PP as the sender.

The user undertakes to respect the copyright and intellectual property rights protecting any item published on the portal.

## 11. COMMUNICATION WITH USERS

For all general information on the services of the SŽ-PP, users can:

**Call our toll-free number:** **080 19 10** (weekdays from 8 a.m. to 3 p.m.)  
**Send an e-mail to:** [pritozbe.pohvale@slo-zeleznice.si](mailto:pritozbe.pohvale@slo-zeleznice.si)

Up-to-date information on passenger train timetables, domestic and international transport options, prices, special offers and other services is available free of charge to all users at any time at:

**The company's website:** [www.slo-zeleznice.si](http://www.slo-zeleznice.si)

Staff at SŽ ticket offices are also available to help passengers plan their journeys. The list and opening times are published on the website.



## 12. USER COMPLAINTS AND COMMENTS

Users can submit compliments, complaints and suggestions regarding the operation of the notification service by:

**Calling our toll-free number:** 080 19 10 (weekdays from 8 a.m. to 3 p.m.)  
**Sending an e-mail to:** [pritozbe.pohvale@slo-zeleznice.si](mailto:pritozbe.pohvale@slo-zeleznice.si)

## 13. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

SŽ-PP may amend or supplement these General Terms and Conditions. Amendments will be made available in writing and will be sent to the user's e-mail address no later than 30 days before the date on which they are due to come into force. The user shall be deemed to have accepted the amendments if he/she does not notify SŽ-PP in writing that he/she rejects the amendments before the amendments come into force or if the user does not cancel his/her profile in the meantime. The user may reject the amendments to the General Terms and Conditions or withdraw from this contractual relationship by sending an e-mail to the e-mail address from which the user received the proposed amendments, or by deleting the user's profile on the web portal. In the communication proposing the changes, the operator will once again specifically warn users of the possibility of refusal, the time limit for this possibility and the possibility of withdrawing from the General Terms and Conditions.

The amended General Terms and Conditions will also be published on the web portal and on the SŽ-PP website.

## 14. FINAL PROVISIONS

These General Terms and Conditions are published on <https://potniski.sz.si/>.

Any disputes shall be settled primarily out of court and by mutual agreement between the parties. In the event of failure to reach an agreement, the relevant court in Ljubljana shall have jurisdiction over any disputes arising out of this contractual relationship.

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions, which shall remain valid and binding. Invalid provisions shall be replaced by valid provisions. The same shall apply to any waiver of the provisions of these General Terms and Conditions.

These General Terms and Conditions shall enter into force on 31 January 2025 and shall remain in force until revoked or amended.

Last update of these General Terms and Conditions: 15 January 2025.

Ljubljana, 31 January 2025