

**GENERAL TERMS AND CONDITIONS
SUMMER SEASON 2024**

1. These general terms and conditions of the 2024 summer season defined by the **Štrbské Pleso resort, s. r. o.** company with the registered office at K vodopádom 4028/26, 059 85 Štrba, Company number: 55 737 854, registered in the Commercial Register of District Court Prešov, Section: Sro, Insertion No.: 46597/P (hereinafter referred to as “**company**” or “**operator**”), specify the provision of services – transport by cableways in the Štrbské Pleso resort.
2. Any customer can buy a travel ticket (hereinafter referred to as “**Ticket**”) during the 2024 summer season – at a price specified in the price list defined by the operator for the 2024 summer season. The respective transport agreement is considered to be concluded from the moment the customer enters a lower cableway station or a cableway boarding zone which is accessible only to clients with valid Tickets. The Ticket price does not include Mountain Rescue Service costs in the case of an injury or sudden deterioration of the health of the Ticket owner that might happen while using services provided by the operator. Every customer can take out mountain insurance under conditions specified by the operator.
3. Tickets purchased at the ticket office or the information centre of the operator (*offline sale*) or via automated sales points (*Gopass Tickets*) or via the Gopass selling system (*online sale*) are issued as paper tickets.
4. Tickets are sold via the Gopass selling system under conditions specified in the general terms and conditions of the Gopass programme (www.gopass.travel) operated by **GOPASS SE**, with the registered office at Primátorská 296/38, 180 00 Libeň - Prague 8, Czech Republic, Company number: 171 07 148, registered in the commercial register of Municipal Court Prague, Section: H, Insertion No.: 2546 (hereinafter referred to as “**GOPASS**”). Tickets can be purchased at ticket office or in the client centre of the operator or via automated ticket machines (*Gopass Tickets*) in the resort from 1.5.2024 on days when the resort is opened and during the respective opening times which are specified by the operator based on weather and operational conditions. Tickets purchased *offline* can be paid for in cash or by card (EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC). Individual types of Tickets can be purchased at prices specified in the Price list of the operator valid in the 2024 summer season which is published on the websites: www.vt.sk and www.gopass.travel and in the resort operated by the operator. Tickets purchased *offline* (at ticket offices or the information centre) are valid for 7 calendar days from the day of purchase and entitle their holders to use services based on the type of individual Tickets no later than 7 days from the day of the Ticket purchase unless another validity period is specified for specific types of Tickets in the price list of the operator. Tickets purchased *online* (via the online shop of the Gopass selling system (www.gopass.travel)) are valid only on the day of purchase and entitle their holders to use services based on the type of individual Tickets on the day of purchase. Tickets purchased at automated ticket machines (*Gopass Tickets*) in the resort of the operator are valid only on the day of purchase and entitle their holders to use services based on the type of individual Tickets on the day of purchase.
5. The prices of Tickets are flexible.
6. Discounted Tickets:
 - 6.1 Children younger than 5.99 years of age can use services for free, but only if they do so in the company of an adult person older than 18 years (max. 2 children with 1 adult person older than 18 years). To claim the free service use when buying a Ticket via the Gopass selling system (*online*) or at automated ticket machines (*Gopass Tickets*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the free service use when buying a Ticket in the resort of the operator (*offline*), every



customer must show the health insurance card of the respective child or another document that would prove its age.

- 6.2** Individuals aged 60 and more are entitled to buy discounted “*Senior*” category Tickets. To claim the discount when buying a Ticket via the Gopass selling system (*online*) at automated ticket machines (*Gopass Tickets*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the discount when buying a Ticket at a ticket office or the information centre of the operator (*offline*), every customer must show their ID.
- 6.3** Holders of disability cards with or without companions are entitled to buy discounted “*Senior*” category Tickets. To claim the discount when buying a Ticket in the resort of the operator (*offline*), every customer must show their ID and their disability card. When buying a discounted Senior category Ticket for a disabled person via the Gopass selling system (www.gopass.travel), every customer must send an official request to the email address info@gopass.sk (before buying their Ticket). The email address shall be used by the operator to inform the respective customer about the possibility and terms of using the discount. Discounted Senior category Tickets **cannot be purchased** for disabled persons at automated ticket machines (*Gopass Tickets*).
- 6.4** Children aged 12 – 17.99 years or holders of ISIC, ITIC, EURO26, GO26 cards are entitled to buy discounted “*Junior*” category Tickets. To claim the discount when buying a Ticket via the Gopass selling system (*online*), every customer is obliged to enter the correct card number when shopping on www.gopass.travel. To claim the discount when buying a Ticket at a ticket office or information centre of the operator (*offline*), every customer must show their ID (customers up to 15 years of age must show their health insurance cards or other documents proving their age) or their ISIC, ITIC, EURO26, GO26 card. “*Junior*” tickets **cannot be purchased** by ISIC, ITIC, EURO26, GO26 card holders at automated ticket machines (*Gopass Tickets*).
- 6.5** Children aged 6 – 11.99 years are entitled to buy discounted “*Kids*” category Tickets. To claim the discount when buying a Ticket via the Gopass selling system (*online*) or via automated ticket machines (*Gopass Tickets*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the discount when buying a Ticket at the ticket office or the information centre of the operator (*offline*), every customer must show the health insurance card of the child or another document that would prove the age.
- 6.6** Discounts for organised groups: 5% off the total price, the discount applies to Tickets purchased *offline* (at ticket offices and the information centre) for organised groups of min. 20 members (the Tickets must be purchased collectively for the whole group). Group discounts cannot be combined with other discounts. When buying Tickets for organised groups, an application form including the number of the group members and the stamp of the respective organisation must be presented at the ticket office.
- 6.7 Discounts cannot be combined. Every customer can choose the best price.**
- 7.** Small dog breeds can be transported by all cableways if they are accompanied by their owners, wear muzzles and are leashed. Small dog breeds and other animals can be transported also by using transport cages. Only one small dog breed or one other small animal can be transported on one lift chair. If any client wants to transport more than one small dog breed or another small animal on one lift chair, they are obliged to inform the cableway staff. In such case, the small dog breeds or small animals must be owned by one and the same client. If a dog or another animal **cannot be put into a handbag or a pet carrier**, the respective animal owner **must buy a cableway ticket for their dog or other animal at the price of EUR 9/animal**. The operator reserves the right to refuse to transport any animal with cableways. The operator reserves the



right to decide about every animal transport request individually. Animal transport by cableways **cannot** be claimed legally. Cableway tickets for small dog breeds or other small pets can be purchased only at the information centre (*offline sale*). Cableway tickets for small dog breeds or other small pets **cannot be purchased** via the Gopass selling system (*online sale*) or automated ticket machines (*Gopass Tickets*).

8. **Due to safety reasons, children younger than 12 years or smaller than 140 cm can travel with cableways only if they are accompanied by an adult person older than 18 years (max. 2 children younger than 12 years or smaller than 140 cm with 1 adult older than 18 years).**
9. **The technology of the cableways in the resort does not enable to transport handicapped passengers in wheelchairs.**
10. **Bicycles/scooters cannot be transported by cableways in the Štrbské Pleso resort.**
11. Individual types of Tickets and the scope of services that they entitle their holders to are specified in the price list of the operator valid in valid for the 2024 summer season, published on the websites: www.vt.sk, www.gopass.travel and available at ticket offices and the information centre of the operator and at client centres located in individual resorts operated by the TMR company.
12. **All Tickets are non-transferable. Nominal tickets are non-transferable from the moment they are issued. Other tickets become non-transferable from the moment their holders pass the first turnstile (reader) with them.**
13. Operation and opening times:
 - 13.1 The operation of the cableway in the resort (opening days) depends on weather in individual resorts, operating conditions and is determined by the operator. Details about the operation of the resort (opening days) are published on the website of the TMR company: www.vt.sk and in the resort operated by the operator.
 - 13.2 The opening times of the cableway in the resort are defined by the operator based on weather and other operation conditions in the resort.
 - 13.3 The operator is entitled to change the operation or opening times of the transport facility, decide not to open, or interrupt the operation of the transport facility (cableway) in the case of technical malfunctions, too strong wind, power failure or other circumstances that do not enable to transport customers (e.g. storm, gale, fog, hail etc.). Details of weather conditions and the operation of the cableway are available at Ticket points of sale and on the website: www.jasna.sk.
14. Lost, stolen or damaged Tickets:

If a Ticket gets lost or stolen, the information centre or the ticket office of the operator must be notified immediately. To do so, the respective holder of the Ticket purchased in the resort of the operator (*offline sale*) is obliged to show the purchase confirmation (receipt). In the case of non-transferable Tickets issued for specific customers (nominative), the ID of the person that the lost or stolen Ticket was issued for (or the ID of their legal representative) must be presented as well. In the case of a lost Ticket that was purchased via the Gopass system (*online sale*), the operator is entitled to ask the Ticket holder to show their purchase confirmation email. Any lost or stolen Ticket can be blocked and all necessary data can be checked only after the loss or the theft has been reported and the documents required have been presented. The holder of the lost or stolen Ticket shall get a substitute Ticket. The holder of the Ticket is not entitled to be paid the whole or an aliquot Ticket price back; or to receive any other form of compensation for the days they were late with the loss/theft report until the Ticket got blocked. Holders of Tickets who fail to present documents specified above in this point are not entitled to receive substitute Tickets or any other form of compensation for their lost or stolen Tickets.
15. Complaints and travel costs refunds:



- 15.1** Services are provided by the operator in accordance with the relevant provisions of Act No. 40/1964 Coll. of the Civil Code as amended, in conjunction with the relevant provisions of Act No. 108/2024 Coll. on Consumer Protection and on the Amendment and Supplementation of Certain Acts as currently in force, and other generally binding legal regulations. This applies in cases where the customer is a consumer, which is defined as a natural person who, in connection with their consumer contract, the obligations arising from it, or in a business practice, does not act within the scope of their business activities or profession.
- 15.2** For the purposes of these general terms and conditions, the operator is considered a trader in relation to consumers within the meaning of §52, Par. 3 of Act No. 40/1964 Coll. of the Civil Code as amended.
- 15.3** Any customer is entitled to be transported by the cableway in the resort in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.
- 15.4** In the case of any defects of services, every customer is entitled to make a complaint in the information centre operated by the operator or by e-mail sent to strbske@vt.sk or reklamacia@gopass.sk or in writing if they contact the registered office of the company within the period specified in these general terms and conditions.
- 15.5** Every customer is obliged to set up their complaint immediately after having discovered the defects they want to complain about (failure or failures of transport – not provided transport or transport not provided in the agreed extent) but no later than one calendar day after the transport services have failed or after the transport service have not been offered in the arranged scope and quality. Any later complaints shall not be accepted. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the operator's company on the first working day after the customer becomes entitled to set up a complaint.
- 15.6** To set up a complaint, every customer is obliged to present their cash register Ticket receipt or if they complain about a service purchased via automated ticket machines (*Gopass Tickets*) or the Gopass selling system (*online sale*), they are obliged to present their shopping confirmation (receipt). The trader shall investigate the complaint and decide on further steps that are to be taken immediately. If immediate resolution is not possible due to the nature of the complaint, the trader shall inform the customer of the time frame for handling the complaint. The time frame for handling the complaint shall not exceed 30 days from the date it is filed unless it is objectively impossible to meet this deadline. In such a case, the trader shall inform the customer of the time frame for handling the complaint. To make a complaint, every customer is obliged to provide their contact data which will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the trader in all respects required.
- 15.7** If the company accepts that the complaint of a customer is justified, the customer is offered a substitute service. Ticket holders who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes or if the cableway does not operate due to operational reasons or due to weather can be refunded for transport costs on the respective day as follows:
- 15.7.1** to be compensated with a substitute Ticket based on the type of their original Ticket that could not be used to reach the final destination of their one-way Ticket or the final destination of their return Ticket on the way up, or to be compensated financially based on the type of their Ticket that could not be used as mentioned above;
- 15.7.2** to be compensated in the amount of 50% of the return Ticket price if only transport up the hill from the lower station to the upper station was provided (i.e. no transport down the hill).



- 15.8** In the case of special offer Tickets (e.g. special offers for loyal clients etc.), compensation can be offered in the case of justified complaints only while the respective special offer is valid.
- 15.9** **Travel costs can be compensated only in the same form as the respective customer has used to pay for the respective booked services (transport) that could not be used.**
- 15.10** Customers who are entitled to use services in the resort of the operator based on the so-called resort packages (cableway tickets and aqua passes included in the price) cannot be compensated if they are not able to use the services due to bad weather or other operational reasons. Points 15.6 to 15.7 of these Terms and Conditions shall not apply in this case.
- 15.11** If the company does not acknowledge (rejects the grounds of) the customer's complaint, they shall inform the customer of the reasons for not acknowledging the complaint in writing.
- 16. Tickets** – Transport cancellation due to subjective reasons of customers before boarding cableways:
- 16.1** **If any customer cancels their cableway transport due to their subjective reasons (e.g. due to an illness, an injury or other personal reasons) before they board their cableway, but not later than 24 hours before the cableways in the resort start to operate on the day of their scheduled Ticket use, they are obliged to present their receipt. The operator reserves the right to investigate every transport cancellation due to subjective reasons of individual passengers before boarding cableways, customers' requests and potential transport costs refund (method and amount) individually.** As for Tickets purchased via the online shop of the Gopass selling system, the cancellation terms included in the General Terms and Conditions of the Gopass programme published on the website: www.gopass.travel apply.
- 17. The operator reserves the right to investigate and resolve every complaint individually, considering its legitimacy, the requirements of the respective client(s) and the potential refund.**
- 18.** If any client – i.e. user is not satisfied with the way how the operator, i.e. the trader has dealt with their complaint or they think that the trader has violated their rights, they are entitled to ask the trader to have the respective problem rectified. If the trader rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, when asked by the client as mentioned above, the client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the trader shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava, or electronically to ars@soi.sk or adr@soi.sk, or b) any other authorised legal entity registered in the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>). Every client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the client can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.



19. Personal data protection:

Details related to the protection of personal data are included in the Data Protection and Privacy Policy of the TMR Group and are published on the website: www.tmr.sk/o-nas/gdpr/.

20. **By purchasing a Ticket and using services in the resort of the operator, every customer undertakes to respect all instructions of authorised staff members of the operator, transportation rules, these general terms and conditions, specific general terms and conditions, individual operating rules and resort rules. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operator or other individuals authorised by the operator and generally binding legal regulations that specify how to move around mountain resorts, national parks and protected areas.** Every customer is obliged to have their Ticket with them all the time while travelling with cableways. If asked by the staff of the operator, every customer is obliged to show their valid Ticket in order to be checked.
21. The operator is entitled to block any Ticket and prevent the respective holder from using cableway transport services if the Ticket is not used by the person who is entitled to do so, i.e. if the Ticket issued for a specific person (and their name) is used by a person that is not registered as the Ticket holder, i.e. if any nominative Ticket is not used by respective Ticket holder or if any authorised staff member discovers that a Ticket is not used by the same person that used it when passing the first turnstile with it. As for other *offline* purchased Tickets, or if any authorised staff member discovers that a Ticket is not used by the same person that used it when passing the first turnstile with it. Non-transferable Tickets can be used only along with IDs or other documents proving the identity, health insurance cards or other identity-proving documents in the case of children younger than 15 years, cards proving the entitlement of a discount (in the case of discounted Tickets). To check the passengers, the operator is entitled to ask them to show their IDs, health insurance cards of children and cards proving their entitlement to a discount (in the case of discounted Tickets).
22. **If any Ticket is blocked or cancelled as a result of violating the general terms and conditions** (if a Ticket is misused and this results in misusing the transport services offered by the operator or if point 20 or 21 or 23 or 24 of these general terms and conditions is violated), **the respective customer is not entitled to receive any form of financial or non-financial compensation for not being able to use transport services offered by the operator, and/or to be refunded for the whole or an aliquot Ticket price.**
23. Unless the operator allows so, cableways, their chairs, embarkation and disembarkation zones cannot be used for advertising purposes (this includes various stalls, advertisements etc. Tickets do not entitle their holders to carry out any business or other gainful activities in any way (online or offline) including embarkation and disembarkation zones of cableways and other means of transport without the permission of the operator and without relevant licences pursuant to the generally binding legal regulations.
24. The operator reserves the right to refuse to offer cableway transport in the resort to any customer or to act in accordance with point 15 of these general terms and conditions (Ticket blocking) if the customer endangers or damages the property or legitimate interests of the operator, or lives, health and property of other clients and visitors of the resorts, or environment, or if any customer does not respect instructions and bans of authorised staff members of the operator or other authorised individuals in spite of being explicitly warned.
25. If the property or health of any customer is damaged while using a service offered by the operator and the respective customer claims compensation from the operator, and if the responsibility of the operator for such damage can be proved, the respective customer is obliged to inform the operator about the damage and detail of the related event in the information centre of the operator immediately (i.e. once the damage is caused) and to offer cooperation to the



Štrbské Pleso resort, s.r.o.

operator in order to clarify the event and to make inspection. If any property is damaged (and the related responsibility of the operator can be proved), the respective point(s) shall be reinstated if the operator considers it to be possible and effective.

26. Governing law:

All legal relations between the operator and individual customers related to purchasing and using of services in resorts operated by the operator as well as all other related legal relations shall be governed by the laws of the Slovak Republic.

27. These general terms and conditions become effective and enter into force on 1.7.2024 and are effective and in force during the whole 2024 summer season. They apply to the provision of services – using cableways in the resort operated by the operator. If any terms and conditions related to individual services provided by the operator based on individual types of Tickets and Price lists of the operator (hereinafter referred to as “**specific terms and conditions**“) differ from these general terms and conditions, the specific terms and conditions shall be considered decisive and given priority to the general terms and conditions in every point they are different.

In Štrbské Pleso on 1.7.2024

Supervisory bodies

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina

Štrbské Pleso resort, s.r.o.



K vodopádom 4028/26
059 85 Štrbské Pleso, Štrba, Slovensko



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Spoločnosť je zapísaná v Obchodnom registri Okresného súdu Prešov, Odd. Sro, vl. Č 46597/P