GENERAL BUSINESS TERMS AND CONDITIONS

WINTER SEASON 2019/2020

1. These General Business Terms and Conditions for the winter season 2019/2020, issued by **Tatry mountain resorts, a.s.,** with its registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company Number: 31 560 636, registered in the Commercial Register of the District Court Žilina, Section: Sa, File No.: 62/L (the "**TMR Company**" or the "**Operator**"), govern the provision of services - transport via cableways and ski lifts, and the use of trails at individual resorts operated by TMR Company, and the rights and obligations related thereto. These General Business Terms and Conditions are valid for the resorts Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná.

2. Throughout the winter season 2019/2020, the customer has the choice to buy a ski ticket (the "**Ski pass**") at the prices specified in the Price List issued by TMR Company for the winter season 2019/2020 or a travel ticket (the "**Ticket**") at the prices specified in the Price List issued by TMR Company. The contract on transportation shall be concluded at the moment when the customer enters the boarding station or boarding area of the cableways (mountain transport facility), which is the area available to enter only with a valid Ski pass and/or Ticket. Throughout the winter season 2019/2020 and on the days and trails determined by Operator, the Customer can purchase a Ski pass to use it for the services of **FRESH TRACK** (the "**FRESH TRACK**") at Vysoké Tatry – Tatranská Lomnica and Jasná resorts, under the terms and conditions and at the prices specified in the Price List issued by TMR Company for the winter season 2019/2020 and published on the Internet website www.jasna.sk and www.vt.sk. Operator makes decision about what trails are to be used for FRESH TRACK services depending on specific weather and snow conditions on the day the FRESH TRACK service is being offered. FRESH TRACK service is for good to excellent skiers (skiing is at a fast pace) and requires a minimum number of skiers in order to arrange it. A minimum number determined by Operator is five (5) on a particular day. A maximum number of participants on a particular day determined for FRESH TRACK service at Vysoké Tatry – Tatranská Lomnica resort is forty-five (45) and eighty (80) at Jasná resort. Participants making use of FRESH TRACK service can purchase an All-day Ski pass for a discounted price on the day the FRESH TRACK service is used at Information Centres of Operator at individual resorts operated by TMR Company.

3. The Ski pass and/or Ticket issued by TMR Company is a contactless chip card - KEY CARD - listing the Ski pass and/or Ticket holder's identification data or without such data, depending on the type of Ski pass and/or Ticket according to TMR Company's Price List valid for the winter season 2019/2020. The contactless chip card - KEY CARD - entitles the Ski pass holder to use the services at individual resorts operated by TMR Company, where the scope of services depends on the type of Ski pass purchased according to TMR Company´s Price Lists valid for the winter season 2019/2020. The contactless chip card - KEY CARD - entitles the Ticket holder to use the services provided at individual resorts operated by TMR Company, where the scope of services depends on the type of Ticket purchased according to TMR Company´s Price List valid for the winter season 2019/2020. The price of Ski pass includes the Mountain rescue services in the case of injury or sudden worsening of Customer's health during the time he/she uses services provided by TMR Company provided that the injury or sudden worsening of health occurs on the ski trail or track during the operating times of a resort. The deposit of EUR 2.00 for a contactless chip card applies to Ski pass and/or Ticket purchased at Operator's cash desk or Information Centre at individual resorts operated by TMR

Company (off-line sale). The deposit for a contactless chip card is not applicable if the Ski pass and/or Ticket is purchased through automated business points (GOPASS Tickets) at individual resorts operated by TMR Company. The deposit for a contactless chip card is not applicable if the Ski pass and/or Ticket is purchased through on-line shop of the GOPASS program (on-line sale), however, the holder of Ski pass and/or Ticket is obliged to pay the shipping costs of EUR 2.00/shipment for a contactless chip card. The holder of Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator at individual resorts operated by TMR Company (off-line sale) may return the contactless chip card after using up the days or services that the customer is entitled to with such a Ski pass and/or Ticket, and he/she may do so on any day throughout winter season 2019/2020 and at any cash desk of one of resorts operated by TMR Company daily between 8:30 am and 15:30 pm or at Information Centre located at one of resorts operated by TMR Company or with the automated machine for collecting contactless chip card found at one of resorts operated by TMR Company. The deposit of EUR 2.00 for a contactless chip card is refunded in full only if the card is not damaged. **The holder of Ski pass and/or Ticket purchased through automated business points (GOPASS Tickets) or through on-line shop of the GOPASS program (on-line sale) cannot return the contactless chip card.**

4. Season Ski passes listed in the TMR Company's Price Lists that are valid for winter season 2019/2020 can be purchased from 01/11/2019 until the end of winter season 2019/2020 through on-line shop of GOPASS program (www.gopass.sk) from 01/12/2019 until the end of winter season 2019/2020 during operating times at Information Centres of ski resorts operated by TMR Company.

5. Ski passes and/or Tickets can be purchased from the beginning of winter season 2019/2020 at cash desks found at resorts operated by TMR. The sale of Ski passes and/or Tickets is made in cash payments into the cash register or in cashless payments by bank cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC. Ski passes and/or Tickets can also be purchased from the beginning of winter season 2019/2020 through on-line shop of the GOPASS program (www.gopass.sk). Individual types of Ski passes and/or Tickets can be purchased for prices listed in TMR Company's Price Lists valid for winter season 2019/2020, and under the terms and conditions set forth in the business terms and conditions governing the on-line shop of the GOPASS program (www.gopass.sk). Ski passes and/or Tickets can be purchased at individual resorts operated by TMR Company through automated business points (GOPASS Tickets) from the date determined by TMR Company, however, not earlier than the beginning of winter season 2019/2020, depending on what day occurs later. It applies to individual types of Ski passes and/or Tickets that are purchased at prices listed in Price List of TMR Company valid for winter season 2019/2020. The purchase of Ski passes and/or Tickets made through automated business points (GOPASS Tickets) depends on the offer displayed at the automated business point. Throughout the winter season 2019/2020, Operator reserves the right to decide about the extension of the types of Ski passes and/or Tickets sold through automated business points (GOPASS Tickets), as well as on the restriction or termination of sale of Ski passes and/or Tickets through automated business points (GOPASS Tickets). Ski passes for FRESH TRACK services can be purchased from the date determined by TMR Company, however, not earlier than the beginning of winter season 2019/2020, depending on what day occurs later, either at Information Centre at Vysoké Tatry – Tatranská Lomnica resort or at Information Centres at Jasná ski resort by means of cash payment into the cash register or in cashless payments by bank cards EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC until 15:00 pm at the latest on the day preceding the day the FRESH TRACK service is available, at prices listed in TMR Company's Price List valid for winter season 2019/2020. The Operator reserves the right to refuse the booking of FRESH TRACK service if the booking is made after 15:00 pm on the day preceding

the day of FRESH TRACK service. The purchase of FRESH TRACK service through online shop of the GOPASS (www.gopass.sk) or through automated business points (GOPASS Tickets) **is not possible.**

6. The prices of Tickets are understood as Fixed Prices.

7. Discounted Ski passes and/or Tickets:

7.1 Children are entitled to free use of services until the day preceding the day of reaching the age of 6 years only if they use service accompanied by an adult over the age of 18 years (a maximum of 2 children accompanied by one adult over the age of 18 years). The customer is obliged to submit the right birth date while registration at www.gopass.sk to claim the right to purchase Skipass and/or Ticket through the online GOPASS program or through automated business points (GOPASS Tickets) (online). To claim this free use of services, it is necessary to produce the child's health insurance card.

7.2 A person older than 60 years is entitled to the "*Senior*" Ski pass and/or Ticket. The customer is obliged to submit the right birth date while registration at www.gopass.sk to claim the right to purchase Skipass and/or Ticket through the online GOPASS program or through automated business points (GOPASS Tickets) (online).To claim it, it is necessary to submit an identity card when purchasing the Skipass and/or Ticket at Information centre and/or at cashier (offline).

7.3 A senior who is a holder of a severely disabled person card or a severely disabled person with a guide card is entitled to a discounted Ski pass and/or Ticket in category Senior due to disability. To claim a discounted Ski pass and/or Ticket in category Senior due to disability, a customer must submit an identity card and a severely disabled person card, or a severely disabled person with a guide card. A purchase of a discounted Ski pass and/or Ticket due to disability through on-line shop of the GOPASS program (www.gopass.sk) shall be evaluated upon a request made by a customer and the Operator shall inform of options and conditions applicable for such a discount. The purchase of discounted Skipass and /or Ticket in category Senior due to disability through automated business points (GOPASS Tickets) **is not possible.**

7.4 Persons older than 12 years until the day preceding the day of reaching the age of 18 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the "*Junior*" Ski pass and/or Ticket. To claim the right to purchase the Skopass and/or the Ticket through the online GOPASS program is customer obliged to submit the right ID number while purchasing at www.gopass.sk. To claim it, while purchasing Skipass and/ or Ticket at Information centre and / or cashier (offline) the customer must submit an identity card (children younger than 15 years, their health insurance card) or their ISIC, ITIC, EURO26, GO26 card. The purchase of the Ticket 'Junior' for the holders of ISIC, ITIC, EURO26, GO26 card through automated business points (GOPASS Tickets) **is not possible.**

7.5 Children older than 6 years until the day preceding the day of reaching the age of 12 years are entitled to the "*Children*" Ski pass and/or Ticket. To claim the right to purchase the Skopass and/or the Ticket through the online GOPASS program is customer obliged to submit the right birth date while purchasing at www.gopass.sk.To claim it, while purchasing Skipass and/ or Ticket at Information centre and / or cashier (offline)a customer must submit the child's health insurance card or any other type of document proving the age of a child.

7.6 Discounts for organized groups: a 5 % discount of the total sum. The discount is possible to claim when it comes to Ski passes and/or Tickets purchased off-line (at cash desks or Information Centres of the Operator at individual resorts operated by TMR Company) by organized groups with a minimum of 20 people in a single purchase of Tickets for the whole group. If a discount for organized groups has been provided, no additional discounts can

further apply. When buying Ski passes and/or Tickets for an organized group, it is necessary to produce a confirmation at a cash desk, listing the number of the group members, along with the stamp of the organization.

7.7 It is not possible to combine discounts. The best price applies to the customer.

7.8 Discounted Tickets cannot be used for transportation by an elevated cableway at a resort Vysoké Tatry – Tatranská Lomnica, section Skalnaté pleso – Lomnický štít and back.

7.9 Transportation of small dogs and other animals by cableways according to Ski pass and/or Tickets:

7.9.1 at Jasná resort:
Transportation of small dogs by cableways is possible provided that the dog is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transportation of small dogs or other small animals is also possible provided that the animal is placed in a transportation cage. Only one small dog or another small animal may sit on one seat. In the case of transportation of more than one small dog or another small animal on one seat, a client is obliged to inform a cableway staff member on such a circumstance, where more dogs or other small animals must belong to one client.

7.9.2 at Vysoké Tatry - Tatranská Lomnica and Vysoké Tatry – Starý Smokovec resort:
Transportation of small dogs or other small animals is available at any cableway (except for a seat cableway to Lomnické sedlo and except for an elevated cableway to Lomnický štít) is possible provided that the dog or other small animal is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transportation of small dogs or other small animals is also possible in transportation cages.

In each individual case, Operator reserves the right to evaluate transportation of animals by cableways, including the client's obligation to pay the price for transportation of an animal which equals to a price of "*Children*" Ticket or the right to refuse the transportation of an animal by cableways. The Operator reserves the right to withhold the possibility of animal transport at cable way. No legal entitlement applies to transportation of animals by cableways.

7.10 **For safety reasons the transport at cableways is possible for people until the age of 12 or up the height of 140 cm exclusively providing the accompanied adult older than 18, maximum 2 people younger than 12 or lower than 140 cm accompanied by 1 adult person older than 18.**

8. If transportation of a disabled person in a wheelchair is requested, this person or their adult guide is obliged to inform Operator's employee about the request to be transported by mountain transport facility at the time of purchasing the Ticket and to ask for assistance when such a person in a wheelchair is to be transported by mountain transport facility. Based on the request under the previous sentence, the Operator shall provide a disabled person with assistance to get on and off. A disabled person is responsible for getting to the boarding station, with the help of their guide. Operator's employees who operate the mountain transport facilities shall help the disabled person get on and off the mountain transport facility. In order to get on and off, the mountain transport facility must be put at a stop at a station.

Special transportation conditions:

8.1 at Jasná resort, simple transportation of a disabled person in a wheelchair is not possible due to technical conditions of the mountain transport facility;

8.2 at Vysoké Tatry – Tatranská Lomnica resort, the transportation of a disabled person in a wheelchair is possible only if accompanied by at least one adult guide. In the case of transportation by cabin cableway (KLD4) Tatranská Lomnica – Štart, the transportation of a disabled person in a wheelchair is possible only if the wheelchair is not wider than 58 cm. In

the case of transportation by elevated cableway Skalnaté pleso – Lomnický štít, the transportation of a disabled person in a wheelchair is possible only if the wheelchair can be folded and the person must understand that moving through the boarding and exit stations of elevated cableway and at Lomnický štít is not suitable for persons in wheelchairs (it is not a barrier free area). After leaving the elevated cableway, one must get over 4 floors (80 steps); there is neither lift nor escalator. If a disabled person in a wheelchair decides to use services by elevated cableway from Skalnaté pleso – Lomnický štít, the transportation is only possible if accompanied by at least two accompanied adults.

9. Ski passes:

9.1. Ski pass 1 ride:

9.1.1. at Jasná resort, it means 1 return ride by cableways from Biela Púť or Záhradky – Priehyba – Chopok – Kosodrevina – Srdiečko or Krupová and the same way back, and from Chopok South it can be used for the same way in the opposite direction;

9.1.2. at Vysoké Tatry – Tatranská Lomnica resort "1 ride 2 sections", it means a one-way ride by 2 cableways, either Tatranská Lomnica – Skalnaté pleso + Skalnaté pleso – Lomnické sedlo or Tatranská Lomnica – Štart + Štart – Čučoriedky.

9.2. Time Ski passes:

9.2.1. 1-day Ski pass is valid one day during the operating times in accordance with Section 10.2 of these General Business Terms and Conditions on the day of its purchase or on the day indicated on the contactless chip card. 1-day Ski pass purchased at one of ski resorts in Vysoké Tatry is valid at resort Tatranská Lomnica, Štrbské Pleso, whose Operator is 1. Tatranská, akciová spoločnosť, Starý Smokovec. 1-day Ski pass purchased at Jasná resort is valid for Jasná; 1-day Ski pass does not entitle its holder for evening skiing;

9.2.2. Afternoon Ski pass is valid from 13:00 pm on the day of its purchase until the end of operating times on the date of its purchase in accordance with Section 10.2 and 10.3 of these General Business Terms and Conditions and a customer can purchase it 5 minutes before the indicated validity, at the earliest, which is before 13:00 pm. The provisions of Section 9.2.1 apply to the Afternoon Ski pass accordingly;

9.2.3. Multi-day Ski passes Vysoké Tatry (2, 3, 4, 5 and 6-day) entitle the Ski pass holder to use cableways and ski lifts at resorts in Vysoké Tatry, namely at Tatranská Lomnica, Starý Smokovec operated by TMR Company and at Štrbské Pleso resort. Multi-day Ski passes Vysoké Tatry can be purchased through on-line shop of the GOPASS program (www.gopass.sk) or through automated business points (GOPASS Tickets) or during opening times at Information Centres and cash desks at resorts operated by TMR Company in Tatranská Lomnica, Starý Smokovec and at Štrbské Pleso resort. Multi-day Ski passes Vysoké Tatry are valid from the date of purchase of a particular Multi-day Ski pass, or from the date indicted on the Ski pass for a period of consecutive calendar days, subject to the type of Multi-day Ski pass that a customer has purchased. Multi-day Ski passes do not entitle its holder to evening skiing;

9.2.4. Multi-day Ski passes Jasná (2, 3, 4, 5 and 6-day) entitle the Ski pass holder to use cableway and ski lifts at resorts operated by TMR Company, namely at Jasná, as well as at resorts Vysoké Tatry operated by TMR Company (Tatranská Lomnica, Starý Smokovec) and at Štrbské Pleso. Multi-day Ski passes Jasná can be purchased through on-line shop of the GOPASS program (www.gopass.sk), through automated business points (GOPASS Tickets) or during opening times at

Information Centres and cash desks at resort Jasná. Multi-day Ski passes Jasná are valid from the date of purchase of a particular Multi-day Ski pass, or from the date indicted on the Ski pass for a period of consecutive calendar days, subject to the type of Multi-day Ski pass that a customer has purchased. Multi-day Ski passes do not entitle its holder to evening skiing;

9.2.5. Evening Ski pass is a separate ski ticket which is usually valid between 18:00 pm and 21:00 pm on cableways or ski lifts and ski trails intended for evening skiing in accordance with instructions and information provided by TMR Company, unless the TMR Company stipulates otherwise;

9.2.6. TMR+Špindl+Szczyrk+Molltaler Gletscher + Ankogel Season Ski pass entitles its holder to use services at resorts operated by TMR Company, at Štrbské Pleso, Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, Centralny Ośrodek Sportu resort, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, at Molltaler Gletscher resort and at Ankogel resort during the daily operation of transport facilities throughout the winter season 2019/2020, as well as to use services at Aquapark Tatralandia, in particular all-day "Aqua Ticket" (excluding Celt Sauna World) and at Water park Bešeňová, in particular all-day "Aqua Ticket" (excluding Harmónia - wellness & spa) to the extent and in the manner regulated by special business terms and conditions of TMR Company. TMR+Špindl+Szczyrk+ Molltaler Gletscger + Ankogel Season Ski pass **is not valid** for the use of transportation services by elevated cableways Skalnaté pleso – Lomnický štít and **it is not valid** for evening skiing.

9.2.7. Šikovná sezónka Ski pass (Smart Season Ski Pass) entitles the holder of the Ski pass to use services of resorts operated by TMR Company and its business partners to the extent and in the manner regulated by the special business terms and conditions of TMR Company.

9.2.8. 5-day Ski passes for skiing courses are valid for organized ski courses with a minimum of 20 pupils/students who are not older than 25.99 years of age. Ski passes for skiing courses are valid for the period of 5 consecutive calendar days. Ski passes for skiing courses are valid from **Monday to Friday**. Ski passes for skiing course cannot be purchased and services cannot be used at Jasna resort throughout the period between 25/12/2019 and 05/01/2020 and in Vysoke Tatry resort throughout the period between 21/12/2019 and 07/01/2020. At Jasna resort from 03/02/2020 to 21/02/2020 the capacity of skiing courses is limited. Ski passes for skiing courses cannot be used for slopes Lomnické sedlo at Vysoké Tatry – Tatranská Lomnica resort, nor it may be used at elevated cableway Skalnaté pleso – Lomnický štít. When purchasing Ski pass for a skiing course, it is necessary to present a list of names of pupils/students, containing the stamp of school facility, at the cash desk. In the case of Ski pass for a skiing course, **it is not** possible to provide any other discount. A pedagogic supervisor (school teacher, tutor) is entitled to purchase the Ski pass for the price equal to student's price provided that 1 pedagogic supervisor is in charge of a minimum of 10 pupils/students and is employed by school, or is in similar employment relationship with the school whose pupils/students attend the skiing course. The confirmation of compliance with conditions shall be submitted by school whose pupils/students take part in the skiing course. Conditions applicable to the purchase and use of services according

to Ski passes for skiing courses are available at Operator's internet website www.vt.sk and www.jasna.sk.

9.2.9 Prioritz Class 1 Day Jasna is valid 1 day throughout operating hours according to point 10.2 of these terms and conditions on the day of its purchase or on the day stated at contactless chip card at Jasna resort. Priority Class 1 Day does not entitle the holder to use it for evening skiing . Priority Class 1 Day is possible to use at Priority Line at Jasna resort, priority entry to cableways at routes Lucky-Vyhliadka, Zahradky- Rovna Hola, Priehyba-Chopok, Biela Put- Jasna, Kosodrevina – Chopok and/or Krupova – Kosodrevina. Discount due to the age or due to disability of Priority Class 1 Day **is not possible.**

9.3. All 2-day and Multi-day Ski passes, as well as TMR+Špindl+Szczyrk +Molltaler Gletscher + Ankogel Season Ski pass can be used for "Aqua Ticket" admission in Aquapark Tatralandia (excluding Celt Sauna World) and Water park Bešeňová, in particular "Aqua Ticket" (excluding Harmónia - wellness & spa). The Aqua Ticket entry means an all-day entry (excluding sauna and wellness world) throughout the winter season 2019/2020 and it can be used throughout the validity of Ski pass. Within the same day, it is possible to use entry either to Aquaparku Tatralandia or to Water park Bešeňová, or to only use services of one of resorts operated by TMR Company or at Štrbské Pleso, when it comes to TMR+Špindl+Szczyrk+Molltaler Gletscher+Ankogel Season Ski pass at Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, Centralny Ośrodek Sportu resort, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, Molltaler Gletscher resort or Ankogel resort. **Within the same day, it is not possible to combine the entry to Aquapark Tatralandia or Water park Bešeňová, or the use of services at one of resorts operated by TMR Company or at Štrbské Pleso.**

9.4 2, 3, 4, 5 a 6-day Ski passes Vysoké Tatry purchased at Tatranská Lomnica resort, Štrbské Pleso or Starý Smokovec (except for Jakubková lúka resort) are possible to use also for Aqua Packet in Aquacity Poprad. The Aqua Packet means an all-day entry throughout the winter season 2019/2020 and it can be used throughout the validity of Ski pass. Within the same day, it is possible to use either the entry to Aquacity Poprad or the services of one of resorts Vysoké Tatry operated by TMR Company or at Štrbské Pleso. **Within the same day, it is not possible to combine the entry to Aquacity Poprad or the use of services of one of resorts Vysoké Tatry operated by TMR Company or at Štrbské Pleso. A customer must first use the Ski pass at one of resorts operated by TMR Company or at Štrbské Pleso. To use the Ski pass first in Aquacity Poprad is not possible.**

9.5 Customer, a holder of Smart Season Ticket, has opportunity to buy the service Priority Pass for the price of 159 EUR/ winter season 2019/2020 at the Information centre Biela Put or Krupova from the beginning of winter season or the day stated by Operator, depending on the fact which day happens later, at Jasna resort. It includes the ability to use Priority Line at Jasna resort, it means priority entry to cableways at routes Lucky-Vyhliadka, Zahradky-Rovna Hola, Priehyba-Chopok, Biela Put- Jasna, Kosodrevina – Chopok and/or Krupova – Kosodrevina and the use of services Jasna resort from 27-31/12/2019 and 04/01-05/01/2020. The price stated applies for the first 500 clients, who purchase the Prioritu Class service. For other clients the price is 249 EUR / winter season 2019/2020 for Priority Class service. Discount due to the age or due to disability of Priority Class **is not possible.**

9.6 Tickets:

Individual types and kinds of Tickets and scope of services that the customer is entitled to are listed in TMR Company's Price List valid for winter season 2019/2020 at individual resorts

operated by TMR Company and are published on the internet website www.vt.sk, www.jasna.sk and www.gopass.sk, at automated business points (GOPASS Tickets) and at cash desks and Information Centres at individual resort operated by TMR Company posted on internet web pages of TMR company www.vt.sk, www.jasna.sk, www.gopass.sk.

9.7 **All Ski passes and/or Tickets are non-transferable. The Ski passes and/or Tickets issued in the holder's name are non-transferable from the moment of their issuance. Any other Ski passes and/or Tickets become non-transferable from the moment they pass through the reading device (turnstile) the first time**. This provision does not apply to special types of Ski passes and/or Tickets determined to be transferable by TMR Company subject to terms and conditions specified by TMR Company, following an agreement with the customer.

10. Operation and Operating times:

10.1. Operation of individual transport facilities (cableways and ski lifts) at individual resorts depends on specific weather conditions at individual resort.

10.2. Operating time of cableways and ski lifts and ski trails at individual resorts operated by TMR Company is specified by TMR Company depending on the weather and operating conditions at individual resorts operated by TMR Company.

10.3. Unless otherwise specified by Operator, the operating time of cableways, ski lifts and ski trails at individual resorts operated by TMR Company is in winter season 2019/2020 in period from 31/01/2020 at times between 8:30 am and 15:30 pm and in period from 01/02/2020 until the end of winter season 2019/2020 between 8:30 am and 16:00.

10.4. Operating time means the **daily operating time** during the day in the morning and in the afternoon at the times specified in Section 10.3, unless otherwise stipulated by Operator, and **evening operating time** means the operation in the evening at the times specified in the last sentence of Section 10.5.

10.5. **SKI TRAILS ARE CLOSED between 16:00 pm and 8:30 am from the beginning of winter season 2019/2020 until 31/01/2020 and between 16:30 pm and 8:30 am from 01/02/2020 until the end of winter season 2019/2020**! There is a risk of injury caused by cables of snow cannons and by machines maintaining the ski trails, especially of winding machines with the uncoiled ropes! In the event of evening skiing, the slope is possible to enter between 18:00 pm and 21:30 pm, unless otherwise stipulated by TMR Company as the Operator.

10.6. TMR Company is entitled to unilaterally change the operating times of transportation facilities and ski trails at individual resorts. The information about snow conditions and operation of ski lifts, cableway and ski trails is available daily at the Ski pass and/or Tickets sale points, and on the internet websites www.jasna.sk, www.vt.sk.

10.7. If the service of FRESH TRACK is in operation, the operating times of transport facilities and ski trails which offer the FRESH TRACK services is between 07:15 am and 09:00 am at Vysoké Tatry – Tatranská Lomnica resort throughout the winter season 2019/2020 on Friday and Sunday, at Jasná throughout winter season 2019/2020 on Tuesday, Thursday, Saturday and Sunday, on the ski trails determined by Operator subject to weather and snow conditions; it is, however, only available to customers who purchase the FRESH TRACK services from Operator for a respective day. Operator reserves the right to change days and/or times for the use of FRESH TRACK services, as well as to cancel the provision of FRESH TRACK services on specific days, or to cancel it seasonally at any time throughout the winter season 2019/2020, including the day when the FRESH TRACK is supposed to take place, due to unfavourable weather and/or snow conditions or due to any operational reasons until 07:15 am on a

respective day. The FRESH TRACK service is not possible to use in the event of unfavourable weather and/or snow conditions.

11. Loss, theft and damage to Ski pass and/or Ticket:

11.1. Loss or theft of Ski pass and/or Ticket

11.1.1. In the case of loss or theft of the Ski pass and/or Ticket, a holder of such Ski pass and/or Ticket is obliged to immediately notify the Information Centre or cash desk of TMR Company about such circumstance. The holder of Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is in this case obliged to present a cash register receipt of purchase of Ski pass and/or Ticket. In the case of Ski pass and/or Ticket issued in a name, to produce an ID of the person in whose name the Ski pass and/or Ticket was issued (or of their legal representative). In the event of loss or theft of Ski pass and/or Ticket purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program, the Operator is entitled to ask the holder of Ski pass and/or Ticket for an email communication confirming the purchase. Only after reporting the loss or theft and after producing the required documents can the Ski pass and/or Ticket be blocked and the necessary information verified. The Ski pass and/or Ticket holder shall receive a replacement Ski pass and/or Ticket (when it comes to Multi-day Ski passes, with the number of unused days on the day of blocking the Ski pass). The fee for issuance of a replacement Ski pass and/or Ticket is EUR 2.00. If a replacement Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale), or through automated business points (GOPASS Tickets), or through internet online program GOPASS (www.gopass.sk) is issued, the holder of Ski pass and/or Ticket, in addition to a fee for issuance of a replacement Ski pass and/or Ticket, must also pay a deposit of EUR 2.00 for a contactless chip card. The Ski pass holder is not entitled to a reimbursement of the amount paid or of the partial amount or to any other form of compensation for the days used due to delay in the reporting of the loss or theft of the Ski pass and of its blocking. The Ski pass and/or Ticket holder who fails to produce the documents referred to in this Section shall not be entitled to a replacement Ski pass and/or Ticket or to any other form of compensation for the loss or theft of Ski pass and/or Ticket.

11.2. Damaged Ski pass and/or Ticket

11.2.1. In the case of damage to the Ski pass and/or Ticket, the Ski pass and/or Ticket holder shall immediately notify the Information Centre or cash desk of TMR Company about such circumstance. The holder of Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is in this case obliged to present a cash register receipt of purchase of Ski pass and/or Ticket along with the damaged Ski pass and/or Ticket. In the case of Ski pass and/or Ticket issued in a name, to produce an ID of the person in whose name the Ski pass and/or Ticket was issued (or of their legal representative). In the case of damage to the Ski pass and/or Ticket purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program (www.gopass.sk) is issued, the Operator is entitled to ask the holder of Ski pass and/or Ticket for an email communication confirming the purchase. In the event of mechanical damage to Ski pass and/or Ticket or if the damaged Ski pass and/or Ticket is not possible to re-code, the holder of Ski pass and/or Ticket shall receive a replacement Ski pass and/or Ticket (when it comes to Multi-day Ski passes, with the number of unused days on the date of presenting the damaged Ski pass), the holder of Ski pass and/or Ticket is in this case obliged to pay a fee of EUR 2.00 for issuance of

a replacement Ski pass and/or Ticket. If a replacement Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) or purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program (www.gopass.sk) , the holder of Ski pass and/or Ticket, in addition to a fee for issuance of a replacement Ski pass and/or Ticket, must also pay a deposit of EUR 2.00 for a contactless chip card. The Ski pass and/or Ticket holder who fails to produce the documents referred to in this Section shall not be entitled to a replacement Ski pass and/or Ticket or to any other form of compensation for the damage to the Ski pass and/or Ticket.

11.3. Omission of a card:

11.3.1. If customer omits his/her card (KEY CARD) upon arrival at the ski resort, the provision of Section 11.1. of these General Business Terms and Conditions shall apply accordingly, i.e. a fee of EUR 2.00 for issuance of a replacement Ski pass or Ticket. If a replacement Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale)) or purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program (www.gopass.sk) is issued, the holder of Ski pass and/or Ticket, in addition to a fee for issuance of a replacement Ski pass and/or Ticket, must also pay a deposit of EUR 2.00 for a contactless chip card. A customer is obliged to pay the fees to the Operator when a replacement Ski pass or Ticket is issued.

12. Ski pass - Complaints and Reimbursement of travel costs:

12.1. The provision of services by TMR company is governed by applicable provisions of Act No. 40/1964 Coll. Civil Code, as amended, in connection with applicable provisions of Act No. 250/2007 Coll. on Consumer Protection and on Amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.

12.2. The customer has the right to the provision of transport services by cableways or ski lifts to the agreed or normal extent, quality, quantity and time.

12.3. The customer may claim the defects of services (a complaint) at the Information Centres at individual resorts or electronically by e-mail at reklamacia@tmr.sk or reklamacia@gopass.sk, or at a registered office of TMR Company in writing within the period specified by these Business Terms and Conditions.

12.4. The customer is obliged to claim the defects of services (a complaint) without undue delay after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport), but not later than within the following calendar day after the day on which the transport was meant to be provided or failed to be provided to the agreed extent, otherwise the right to complaint shall cease. In the event of a written complaint, the time limit is deemed met if the written complaint is delivered to TMR Company on the first business day after the right to complaint actually arises.

12.5. When making a complaint, the customer is obliged to present a cash register receipt and if the complaint relates to service purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program, the confirmation of purchase. Once the complaint is reviewed, the Operator shall immediately, or in complex cases within 3 business days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of its submission. For the purposes of the complaint, the customer shall provide their contact details by way of which the customer shall be informed of the method of handling the complaint, if it is not possible to settle the complaint

immediately after its submission. In the settlement of the complaint, the customer is obliged to provide assistance required by the Operator.

12.6. The Ski pass holder may be reimbursed by the Operator for the travel costs incurred on a day on which they passed through the turnstile and the transfer did not happen as a result of an operational failure of the transport facility lasting longer than 60 minutes, and, at the same time, there was a reduction in the transport capacity of the transport facilities in the resort where the Ski pass holder passed through the turnstile on that day, or if the transport was not commenced on any of the cableways at the ski resort, as follows:

12.6.1. at Jasná North resort provided that 3 or less than 3 mountain transport facilities (cableways, ski lifts) are in operation, the Ski pass holder is entitled to the following:

12.6.1.1. until 12:00 o'clock, to the reimbursement of travel costs in the form of a 1-day depot Ski pass valid at the resort Jasná;

12.6.1.2. from 12:00 o'clock, to the reimbursement of travel costs in the form of a 4-hour Ski pass valid at the resort Jasná;

12.6.2. at Jasná South ski resort provided that the transportation of visitors is not provided to the boarding station of the Kosodrevina - Chopok cableways by mountain transport facilities (cableways, ski lifts), the Ski pass holder is entitled to the following:

12.6.2.1. until 12:00 o'clock, to the reimbursement of travel costs in the form of a 1-day depot Ski pass valid at the resort Jasná;

12.6.2.2. from 12:00 o'clock, to the reimbursement of travel costs in the form of a 4-hour Ski pass valid at the resort Jasná;

12.6.3. at Tatranská Lomnica ski resort:

12.6.3.1. if the transportation of at least one transport facility failed to be commenced between Tatranská Lomnica – Štart, the Ski pass holder shall be entitled to reimbursement of travel costs in the form of a 1-day depot Ski pass valid at the resort Tatranská Lomnica, Starý Smokovec and Štrbské Pleso;

12.6.3.2. if less than 2 cableways are in operation, the Ski pass holder shall be entitled to:

12.6.3.2.1. until 12:00 o'clock, to the reimbursement of travel costs in the form of a 1-day depot Ski pass valid at the resort Tatranská Lomnica, Starý Smokovec, or Štrbské Pleso;

12.6.3.2.2. from 12:00 o'clock, to the reimbursement of travel costs in the form of a 4-hour Ski pass valid at the resort Tatranská Lomnica, Starý Smokovec, or Štrbské Pleso;

12.7. Establishments of point 12.6.1 do not apply for separate offer of using services in period from 01/12/2019 to 24/12/2019.

12.8 In the case of 1-day Ski pass, if the customer, no matter if partially, uses services he/she is entitled to with such a 1-day Ski pass, due to subjective reasons on the part of customer or due to injury incurred during the time of using services which he/she is entitled to, or due to illness, the compensation (either financial or non-financial) **shall not be provided**.

12.9 Regarding the special offer Ski passes (e.g. Special offer for loyal customers, etc.), the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer.

12.10. The Operator shall **not provide** any reimbursement of travel costs for the day on which the client passed through the reading device – turnstile and the transport failed to be commenced as a result of power failure lasting longer than 60 minutes and, at the same time, there was a reduction in the transport capacity of the transport facilities in the resort where the holder of the **Season Ski pass** passed through the turnstile on that day, or the transport failed to be commenced on any cableway at ski resort.

12.11. **The Operator reserves the right to individually assess each complaint over the services and to assess the legitimacy of the complaint and of the customer's requirements and to assess the provision of reimbursement of the travel costs and to choose the method of reimbursement and the reimbursed amount.**

13. Tickets - Complaints and Reimbursement of travel costs:

13.1. The provision of services by TMR company is governed by applicable provisions of Act No. 40/1964 Coll. Civil Code, as amended, in connection with applicable provisions of Act No. 250/2007 Coll. on Consumer Protection and on Amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and subject to other generally binding legal regulations.

13.2. The customer has the right to the provision of transport services by cableways to the agreed or normal extent, quality, quantity and time.

13.3. The customer may claim the defects of services (a complaint) at the Information Centres at individual resorts or electronically by e-mail at reklamacia@tmr.sk or reklamacia@gopass.sk or at a registered office of TMR Company in writing within the period specified by these Business Terms and Conditions.

13.4. The customer is obliged to claim the defects of the service (a complaint) without undue delay after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport or failure to provide transport to the agreed extent), but not later than within the following calendar day after the date of the agreed transport, or of the day on which the transport was not provided to the agreed extent, otherwise the right to complaint shall cease. In the case of a written complaint, the time limit shall be deemed met provided that the written complaint is served on the TMR Company on the first business day following the day on which the right to make arises.

13.5. When making a complaint, the customer is obliged to present a cash register receipt confirming the purchase of Ticket and if the complaint relates to service purchased through automated business point (GOPASS Tickets) or on-line shop of the GOPASS program, the confirmation of purchase. Once the complaint is reviewed, the Operator shall immediately, or in complex cases within 3 working days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of its submission. For the purposes of the complaint, the customer shall provide their contact details by a way of which the customer shall be informed of the method of handling the complaint, if it is not possible to settle the complaint immediately after its submission. In the settlement of the complaint, the customer is obliged to provide assistance required by the Operator.

13.6. The holder of a Ticket may be reimbursed by the Operator for the travel costs incurred on a day on which they passed through the turnstile and the transfer did not happen as a result of an operational failure of the transport facility lasting longer than 60 minutes, or if transport was not commenced on the cableways (mountain transport facility) due to operational or weather reasons. The reimbursement is as follows:

13.6.1. at Jasná North resort, the Ticket holder is entitled to:

13.6.1.1. a full reimbursement, such reimbursement shall apply also in the case the transport is taken only by Biela Púť cableway.

13.6.1.2. a reimbursement of 75% of a return Ticket if the transport is taken only to the Priehyba intermediate station, and the reimbursement of 50% of a single Ticket if the transport is taken only to the Priehyba intermediate station,

13.6.1.3. a reimbursement of 50% of a return Ticket if the transport downwards fails to be taken due to failure on all transport facilities,

13.6.1.4. a reimbursement of 25% of a return Ticket if the transport downwards fails to be taken due to failure of operation of Twinliner transport facility,

13.6.2. at Jasná South resort, the Ticket holder is entitled to the following:

13.6.2.1. a full reimbursement if the transport fails to be taken due to failure on all transport facilities,

13.6.2.2. a reimbursement of 75% of a return Ticket if the transport is taken only to the Kosodrevina intermediate station and the reimbursement of 50% of a single Ticket of the transport is taken only to the Kosodrevina intermediate station,

13.6.2.3. a reimbursement of 50% of a return Ticket if the transport downwards fails to be taken due to failure on all transport facilities.

13.6.2.4. a reimbursement of 25% of a return Ticket if the transport downwards from the Kosodrevina fails to be taken due to failure on transport facility;

13.6.3. at a resort Vysoké Tatry - Tatranská Lomnica and Vysoké Tatry – Starý Smokovec, a Ticket holder is entitled to the following:

13.6.3.1. if the customer fails to reach the target station listed on a single ticket, or he/she fails to reach the target station on the way upwards when having a return Ticket, the customer is entitled to reimbursement in the form of a replacement Ticket according to the type and kind of the Ticket the use of which was restricted for reason defined herein, or to reimbursement of the paid travel costs according to the type and kind of the Ticket the use of which was restricted for reason defined herein,

13.6.3.2. in the case if a return Ticket, the customer shall be entitled to reimbursement of the travel costs amounting to 50% of the return Ticket price provided that the customer is transported only upwards from the start station to the target station (that means that the transportation downwards failed to be taken) for reasons defined herein,

13.6.3.3. in the case of a "Lomnický štít" Ticket, the customer is entitled to a full reimbursement of the "Lomnický štít" Ticket provided that the customer cannot be transported from the start station due to the reasons defined herein,

13.6.3.4. in the case of a "Lomnický štít" Ticket, the customer is entitled to a reimbursement of travel costs for the "Lomnický štít" Ticket reduced by 50% of a return Ticket to Tatranská Lomnica – Skalnaté pleso provided that the customer cannot reach the target station Lomnický štít for the reasons defined herein, yet the customer is transported to Tatranská Lomnica – Skalnaté pleso – Tatranská Lomnica or to Tatranská Lomnica – Skalnaté pleso.

13.7. For special offer Tickets (e.g. Special offer for loyal customers, etc.), the provision of reimbursement in the case of legitimate complaint is only valid during the validity of the special offer.

13.8 The refund of travel costs is provided exclusively in the form, in which the payment of ordered and not used services (transport) was made .

14. **Ticket -** Transport cancellation on the part of a customer for subjective reasons prior to the transport commencement:

14.1. **If customer wishes to cancel the transport due to subjunctive reasons (e.g. illness, injury or personal reasons) prior to the transport commencement,** however, 24 hours at the latest before commencement of transport by transport facility at resort on the day for which the Ticket is purchased, the customer must present a cash register receipt and when it comes to Ticket that was purchased through automated business point (GOPASS Ticketportal) or through on-line shop of the GOPASS program, an e-mail communication confirming the purchase. **The Operator reserves the right to individually assess each case of such a cancellation of transport due to subjective reason on the part of customer before the transport commencement, as well as requirements of customer and provision of reimbursement of travel costs and to choose the method of reimbursement and the reimbursed amount.**

14.2. When it comes to "Lomnický štít" Ticket, if the customer cancels transportation due to subjective reasons on the part of a customer (e.g. illness, injury, etc.) or for no reason at all:

14.2.1. at a time from purchase of the "Lomnický štít" Ticket, however, within 24 hours prior to the time of departure of an elevated cableway from the Skalnaté pleso station which is indicated on a seat reservation ticket, the customer is entitled to a full reimbursement of a "Lomnický štít" Ticket,

14.2.2. at a time between 24 hours and 60 minutes prior to the time of departure of an elevated cableway from the Skalnaté pleso station which is indicated on a seat reservation ticket, the customer is entitled to a reimbursement of 50% of a "Skalnaté pleso – Lomnický štít" Ticket,

14.2.3. at a time shorter than 60 minutes prior to the time of departure of an elevated cableway from the Skalnaté Pleso station which is indicated on a seat reservation ticket, the customer is not entitled to any financial reimbursement or non-financial performance or compensation.

14.3. The customer is not entitled to any financial or non-financial performance or reimbursement in the event a customer is late for transportation by the elevated cableways to Skalnaté pleso – Lomnický štít at the time as stated on a seat reservation ticket.

15. **The Operator reserves the right to individually assess each complaint over the services and to assess the legitimacy of the complaint and of the customer's requirements and to assess the provision of reimbursement of the travel costs and to choose the method of reimbursement and the reimbursed amount.**

16. If a customer - a consumer as a natural person, upon the conclusion and fulfilment of Consumer agreement does not act within the scope of its business activities, employment or job, is not satisfied with the way Operator as a seller handled the complaint or believes that Operator violated his/her rights, the customer has the right to seek remedies from Operator as a seller. If Operator upon the customer's request under the previous sentence either rejects such request or fails to reply within 30 days from the date the request is delivered by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity which responsible for alternative dispute resolutions, pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative resolution of consumer disputes,

and on changes and amendment to certain acts. An entity which is competent to alternatively resolve consumer's disputes with Operator as a seller is a) the Slovak Trade Inspection that is possible to contact for the said purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, post box 29, 827 99 Bratislava or by e-mail at ars@soi.sk or adr@soi.sk or b) other legal person registered in the list of entities competent to resolve disputes alternatively, maintained by the Ministry of Economy of the Slovak Republic (a list of competent entities is available at http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s), where the customer can choose which entity to address for the purposes of alternative dispute resolution. A customer may file a proposal on alternative resolution of his/her dispute through on-line platform available at http://ec.europa.eu/consumers/odr/index_en.htm. For more information concerning the alternative resolution of consumer dispute, visit website of Slovak Trade Inspection: http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi.

17. Protection of Personal Data:

Information about personal data protestation in contained in the Principles of privacy protection and protection of personal data processing of the TMR Group and is available at Internet website www.tmr.sk/o-nas/gdpr/.

18. By purchasing Ski pass and/or Ticket and by using transport services at ski resorts operated by TMR Company and its contractual partners, the customer undertakes to observe instructions given by authorized employees of Operator, transport regulations, these General Business Terms and Conditions, special business terms and conditions, individual Operational rules, Rules for visitors and the White Code which is published on the Operator's website and is available at any cash desk and Information Centres at individual resorts. The customer undertakes to comply with the safety instruction and instructions given by employees of the Operators or persons designated by them.

19. Persons taking advantage of ski mountaineering at resorts operated by TMR Company (on ski trails and tracks) must, in addition to the above mentioned, comply with the **Rules of TMR Company intended for ski mountaineers who move on ski trails and tracks and they must only use the sections of ski trails and track**s that Operator determines for such purpose and which are published on Company website www.jasna.sk, www.vt.sk and are available at any resort operated by TMR Company.

20. TMR Company is entitled to discard (block) the Ski pass and/or Ticket and prevent the customer from using the services at resorts operated by TMR Company if it discovers that the Ski pass and/or Ticket for the services offered at ski resort is used by a person not authorized to such use, in particular, Ski pass and/or Ticket issued in the name is used by a person who is not listed as the holder of the Ski pass and/or Ticket and who is not displayed on the contactless chip card (i.e. the name and photograph on the Ski pass and/or Ticket differ from the identification data listed on the ID card of the person being checked), and when it comes to other non-transferable Ski passes and/or Tickets, they are used by a person who is not the person who used the Ski pass and/or Ticket when passing through the reading device (turnstile) the first time. Non-transferable Ski passes and/or Tickets are only valid with a proof of identity or any other type of identification, or with a health insurance card or any other type of identification when it comes to children under 15 years, and when it comes to discounted Ski passes and/or Tickets, with a document proving the right to the issuance of the discounted Ski pass and/or Ticket. TMR Company is entitled to discard (block) the Ski pass and/or Ticket and prevent the customer from using the services at resorts operated by TMR Company if it discovers that a client or person who uses Ski pass and/or Ticket deliberately or knowingly prevents the Operator from checking the non-transferability of the Ski passes and/or Tickets, mainly by misleading Operator about the identity of a person who uses the Ski pass and/or Ticket by changing

clothes frequently (for example within one day) or covering face (with a face mask, scarf, etc.), or covering physically the monitoring device when passing through the reading device (turnstile).

21. TMR Company is entitled to discard (block) the Ski pass and/or Ticket and prevent the customer from using the services at resorts operated by TMR Company if it discovers that a client or person using Ski pass and/or Ticket or person taking advantage of ski trails and/or tracks at resorts operated by TMR Company has violated the White Code, The rules of TMR Company intended for skiing mountaineers who move on ski trails and track, or has threatened or caused harm to life, health or property of persons present at resort, or to that of Operator, or has failed to observe instructions given by employees of Operator; if the person is not a holder of Ski pass and/or Ticket, Operator is entitled to apply any legal measures in accordance with respective legal regulations for the purposes of protection and prevention from damage. **If Ski pass and/or Ticket becomes discarded due to a breach of General Business Terms and Conditions** (due to a misuse of Ski pass and/or Ticket and resulting unauthorized use of services provided by Operator at individual ski resorts operated by TMR Company or if Section 22 or Section 23 of these General Business Terms and Conditions are breached), **the customer has no right to any financial or non-financial compensation for not being able to use the services provided by TMR Company at individual ski resorts, nor has the customer any right to reimbursement of the price paid or of its aliquot part.**

22. TMR Company reserves the right to refuse a client the provision of transport by cableways and ski lifts, or the use of ski trails and tracks at ski resort, or to proceed under Section 20 and Section 21 hereof (to block Ski pass and/or Ticket) if the client, with his/her behaviour, threatens or causes harm to property or to the legitimate interest of TMR Company, or life, health or property of other clients and visitors of ski resorts, or to environment, or he/she ignores recommendations, instructions and restrictions passed by Operator's staff members who are in charge or by other authorized persons despite having been expressly warned by such authorized persons.

23. Ski pass and/or Ticket does not entitle its holder to carry out business or gainful activities of whatever nature (including the activities of ski schools) on ski trails and stop way ski areas without the approval of the TMR Company as Operator, and without respective authorisations in accordance with the generally binding legal regulations. Without the consent of the Operator, there is a ban on the use of the ski trails and stop way ski areas for marketing purposes (for example to place the booths, marketing facilities, etc.).

24. A skier younger than 15 years must protect his/her head on ski trails by wearing a properly adjusted safety helmet.

25. A person who arranges activities on ski trails is obliged to ensure that a person younger than fifteen years wears reflective safety clothing or reflexive safety elements that are visibly placed.

If the customer incurs damage to property or health during the time of using services provided by Operator and the customer intends to claim damages from Operator if the Operator's liability is proved by the customer, the customer is in this case obliged to immediately (i.e. following the occurrence of a loss) notify the Operator about such damage and the course of events at Information Centre at a resort operated by Operator and to provide assistance to Operator in clarifying the course of events and inspecting the place. In the event of damage to property, the compensation for damage (if the Operator's liability is proved) shall be provided by means of restitution of a thing or things if it is possible and efficient subject to Operator's consideration.

26. These General Business Terms and Conditions shall come into force and effect from the beginning of the winter season 2019/2020 as determined by the Operator and shall be valid and effective throughout winter season 2019/2020. These General Business Terms and Conditions relate to the provision of services - the use of ski lifts and cableways and/or ski trails - at any ski resort operated by TMR Company. If provisions of the business terms and conditions related to individual services

provided by TMR Company at individual ski resorts subject to individual types of Ski passes and/or Tickets according to the Price list issued by TMR Company (hereinafter referred to as "**Special Business Terms and Conditions**") contain regulation that differs from these General Business Terms and Conditions, the provisions of the Special Business Terms and Conditions are decisive and take precedence over the provisions of these General Business Terms and Conditions. The provisions of the Special Business Terms and Conditions are decisive to the extent in which the provisions of the Special Business Terms and Conditions differ from the provisions of these General Business Terms and Conditions.

27. Any legal relations between the Operator and a client when purchasing and using the services with Ski passes and/or Tickets, as well as any legal relations arising thereof, shall be governed by law of the Slovak Republic.

Supervisory body

Central Inspectorate of the Slovak Trade Inspection Prievozská 32, Bratislava
Slovak Trade Inspection Inspectorate with its registered office in Žilina, Žilina region, Predmestská 71, 011 79 Žilina