

GENERAL TERMS AND CONDITIONS

WINTER SEASON 2020/2021

1. These general terms and conditions of the 2020/2021 winter season defined by the **Tatry mountain resorts, a.s.** company with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**“ or “**operator**”), specify the provision of services – transport by cable cars and ski lifts, and the use of ski pistes in individual resorts operated by the TMR company as well as related rights and duties. These general terms and conditions apply to the resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Štrbské Pleso and Jasná.
2. Any customer can buy a ski pass (hereinafter referred to as “**Ski pass**”) during the 2020/2021 winter season – at a price specified in the price list of the TMR company valid in the 2020/2021 winter season or a cable car ticket (hereinafter referred to as “**Ticket**”) at a price specified in the price list of the TMR company valid in the 2020/2021 winter season. The respective transport agreement is considered to be concluded from the moment the customer enters a lower cable car station or a cable car boarding zone which is accessible only for clients with valid Ski passes/Tickets. On selected days of the 2020/2021 winter season defined by the operator, any customer can buy a Ski pass including the **FRESH TRACK** service (hereinafter referred to as “**FRESH TRACK**”) in the resorts: Vysoké Tatry – Tatranská Lomnica, Štrbské Pleso and Jasná. The FRESH TRACK service can be purchased for ski pistes defined by the operator under conditions and at prices defined in price lists of the TMR company valid in the 2020/2021 winter season or on the websites: www.jasna.sk and www.vt.sk. The operator chooses the pistes where FRESH TRACK can be used depending on the weather and snow conditions every day when the FRESH TRACK service is offered. FRESH TRACK is meant for good to excellent skiers (the skiing tempo is high) and organised only if the required minimum number of clients determined by the operator is registered, i.e. five (5) on the respective day. The maximum number of FRESH TRACK participants per day is: Vysoké Tatry – Tatranská Lomnica resort – forty-five (45), Štrbské Pleso resort – forty-five (45) and Jasná resort – eighty (80). Clients who use the FRESH TRACK service can buy 1-day Ski passes for the same day at reduced prices in client centres of the operator in individual resorts of the TMR company.
3. Ski passes and/or Tickets are issued by TMR as contactless chip cards – KEY CARDS and include or don't include identification details of their holders depending on the type of individual Ski passes and/or Tickets based on the price lists of the TMR company valid in the 2020/2021 winter season. Every contactless KEY CARD entitles the respective Ski pass holder to use services offered in individual resorts operated by the TMR company according to the type of the purchased Ski pass based on the price lists of the TMR company valid in the 2020/2021 winter season. Every contactless KEY CARD entitles the respective Ticket holder user to use services offered in individual resorts operated by the TMR company according to the type of the purchased Ticket based on the price lists of the TMR company valid in the 2020/2021 winter season. Every Ski pass price includes Mountain Rescue Service insurance for the case of a potential injury or sudden health problems of the respective customer while they use services offered by the TMR company if the injury or health problem occurs on a ski piste during the opening times of the resort. Every Ski pass and/or Ticket purchased in a client centre and/or at a ticket office of the operator in any resort operated by the TMR company (*offline sale*) includes a EUR 2 deposit for a contactless chip card. Every Ski pass and/or Ticket purchased at an automated ticket machine (*GOPASS Tickets*) in any resort operated by the TMR company (*offline sale*) includes a EUR 2 deposit for a contactless chip card. Every Ski pass and/or Ticket purchased via the *GOPASS* internet shop (*online sale*) includes a EUR 2 deposit for a contactless chip card. Every holder of a Ski pass and/or Ticket purchased at a ticket office or in a

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client centre of the operator in any resort operated by the TMR company (*offline sale*) can return their contactless chip card after they use the respective number of days or services that the Ski pass and/or Ticket entitles them to. They can do so at any ticket office in any resort operated by the TMR company on any day of the 2020/2021 winter season between 8:30am and 3:30pm or in any client centre located in resorts operated by the TMR company or at any chip card return machine located in any resort operated by the TMR company. The EUR 2 deposit for the contactless chip card will be returned to the customer only if the card is not damaged. **Holders of Ski passes and/or Tickets purchased at automated ticket machines (*GOPASS Tickets*) or via the *GOPASS internet shop (online sale)* cannot return their contactless Gopass cards.**

4. Ski passes and/or Tickets are sold in client centres and/or at ticket offices in resorts operated by the TMR company from the beginning of the 2020/2021 winter season. Ski passes and/or Tickets can be paid for in cash or by card (EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC). Individual types of Ski passes and/or Tickets can be purchased at prices specified in the Price lists of the TMR company valid in the 2020/2021 winter season via the online shop of the *GOPASS* programme (www.gopass.travel) from the beginning of the 2020/2021 winter season and under conditions specified in the general terms and conditions of the online shop of the *GOPASS* programme (www.gopass.travel). From the moment specified by the TMR company, however, no later than from the beginning of the 2020/2021 winter season depending on which happens sooner, individual types of Ski passes and/or Tickets can be purchased at prices specified in the Price lists of the TMR company valid in the 2020/2021 winter season in individual resorts operated by the TMR company at automated ticket machines (*GOPASS Tickets*). Automated ticket machines (*GOPASS Tickets*) offer only Ski passes and/or Tickets based on the offer displayed in individual ticket machine facilities. The operator reserves the right to change the scope of sale of individual types of Ski passes and/or Tickets through automated ticket machines (*GOPASS Tickets*) as well as to limit or stop the sale of Ski passes and/or Tickets through automated ticket machines (*GOPASS Tickets*). FRESH TRACK Ski passes can be purchased at prices specified in the Price lists of the TMR company valid in the 2020/2021 winter season either in the client centre in the Vysoké Tatry – Tatranská Lomnica resort, in the client centre in the Štrbské Pleso resort or in client centres in the Jasná resort from the moment specified by the TMR company, however, no later than from the beginning of the 2020/2021 winter season depending on which happens sooner and can be paid for in cash or by card (EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC) until 11:59pm on the day preceding the day when the respective FRESH TRACK service shall be used. The operator reserves the right to reject any booking of the FRESH TRACK service if it is made after 3:00pm on the day preceding the day when the respective FRESH TRACK service shall be used (*offline sale*). The FRESH TRACK service can be purchased at prices specified in the Price lists of the TMR company valid in the 2020/2021 winter season through the online shop of the *GOPASS* programme (www.gopass.travel) or through automated ticket machines (*GOPASS Tickets*) only one day before the respective FRESH TRACK service shall be used.
5. Prices of Ski passes and/or Tickets are flexible.
6. Discounted Ski passes and/or Tickets:
 - 6.1 Children up to 5.99 years of age can use services for free but only if they do so in the company of an adult person over 18 years (max. 2 children with 1 adult person older than 18 years). To claim the free service use when buying a Ski pass and/or Ticket through the online shop of the *GOPASS* programme (*online*) or through 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 Ski pass and/or Ticket in a client centre and/or at a ticket office (*offline*), every customer must show the health insurance card of the respective child or another document that would prove its age.

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- 6.2 Individuals aged 60 and more are entitled to buy discounted “*Senior*” category Ski passes and/or Tickets. To claim the discount when buying a Ski pass and/or Ticket through the online shop of the GOPASS programme (*online*) or through 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 Ski pass and/or Ticket in a client centre and/or at a ticket office (*offline*), every customer must show their ID.
- 6.3 Holders of disability cards with or without companions are entitled to buy discounted “*Senior*” category Ski passes and/or Tickets. To claim the discount when buying a Ski pass and/or Ticket through the online shop of the GOPASS programme (*online*) or through 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 Ski pass and/or Ticket in a client centre and/or at a ticket office (*offline*), every customer must show their ID and their disability card. When buying a discounted a Senior category Ski pass and/or Ticket for a disabled person through the online shop of the GOPASS programme (www.gopass.travel), every customer must send an official request to the email address info@gopass.sk (before buying their Ski pass and/or 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 Ski passes and/or Tickets **cannot be purchased** for disabled persons at automated ticket machines (*GOPASS Tickets*).
- 6.4 Individuals aged 12-17.99 years or holders of ISIC, ITIC, EURO26, GO26 cards are entitled to buy discounted “*Junior*” category Ski passes and/or Tickets. To claim the discount when buying a Ski pass and/or Ticket through the online shop of the GOPASS programme (*online*) or through automated ticket machines (*GOPASS Tickets*), every customer is obliged to enter the correct card number when shopping on www.gopass.travel. To claim the discount when buying a Ski pass and/or Ticket in a client centre and/or at a ticket office (*offline*), every customer must show their ID (customers up to 15 years of age must show their health insurance cards or other documents proving the 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 Ski passes and/or Tickets. To claim the discount when buying a Ski pass and/or Ticket through the online shop of the GOPASS programme (*online*) or through 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 Ski pass and/or Ticket in a client centre and/or at a ticket office (*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 Ski passes and/or Tickets purchased offline (at ticket offices and in information centres of the operator in individual resorts operated by the TMR company) for organised groups of min. 20 members (the Ski passes and/or Tickets must be purchased collectively for the whole group). Group discounts cannot be combined with other discounts. When buying Ski passes and/or 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.
- 6.8 Discounted tickets do not apply to the cable car operating in the Vysoké Tatry – Tatranská Lomnica resort between Skalnaté pleso and Mt Lomnický štít (and back).
- 6.9 Transport of small dog breeds and other animals by cableways based on Ski passes and/or Tickets:
- 6.9.1 in the Jasná resort:

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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. A maximum of one small dog breed or another 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.

6.9.2 in the resorts: Vysoké Tatry – Tatranská Lomnica and Vysoké Tatry – Starý Smokovec: Small dog breeds can be transported by all cableways (except the chairlift in Lomnické sedlo and the cable car operating to Mt Lomnický štít) 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.

The operator reserves the right to decide about every animal transport request individually. If any dog or animal does not fit in a regular bag or carrier, the respective customer is obliged to buy a “Kids” category ticket for them. The operator reserves the right to refuse any animal transport request. Animal transport by cableways cannot be claimed legally.

6.10 **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).**

7. Every physically handicapped customer on a wheelchair who wants to travel with a cableway or any adult who accompanies such handicapped customer is obliged to inform the operator about the handicap when buying their Ticket and ask for necessary help. Based on such request, the operator shall ensure assistance for the physically handicapped passenger so that they can embark and disembark the means of transport more comfortably. To arrive at the embarkation area, the handicapped passenger shall arrange everything by themselves in cooperation with their companion. Members of the operator’s staff who are on duty at the respective cable car, funicular or chairlift shall help the handicapped passenger to embark and disembark the means of transport. To do so, the respective cable car, funicular or chairlift must be stopped at the station. Specific transportation terms:

7.1 In the Jasná (North) resort, transport of handicapped passengers on wheelchairs is very complicated due to the technology of the cableway facilities.

7.2 In the Jasná (South) resort, handicapped passengers on wheelchairs can travel with cableways only if each of them is accompanied at least by one adult companion.

7.3 In the Vysoké Tatry – Tatranská Lomnica resort, handicapped passengers on wheelchairs can travel with cableways only if each of them is accompanied at least by one adult companion. The cable car (KLD4) on the route Tatranská Lomnica – Štart can be used by handicapped passengers on wheelchairs only if their wheelchairs are not wider than 58 cm. Cable car transport of handicapped passengers on the route Skalnaté pleso – Mt Lomnický štít is available only for passengers with folding wheelchairs. However, every passenger on a wheelchair must note that the areas of the lower and upper cable car stations as well as on top of Mt Lomnický štít are not wheelchair-friendly (not barrier-free) as 4 storeys (80 stairs) must be climbed in the upper station building and there is no lift or escalator. If any passenger on a wheelchair decides to use cable car transport on the route Skalnaté pleso – Mt Lomnický štít, they must be accompanied by at least two other adult passengers.

7.4 In the Štrbské Pleso resort, transport of handicapped passengers on wheelchairs is not possible due to the technology of the cableway facilities.

8. Ski passes:

8.1 1-ride ski passes:

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- 8.1.1 In the Jasná resort, 1 ride means 1 way up and 1 day down by cableways on the section: Biela Púť or Záhradky – Priehyba – Chopok – Kosodrevina – Srdiečko or Krupová and the same route back or from the southern side of Mt Chopok on the same route in the opposite direction.
- 8.1.2 In the Vysoké Tatry – Tatranská Lomnica resort, 1 ride 2 sections means 1 way up with 1 cableways either on the route Tatranská Lomnica – Skalnaté pleso + Skalnaté pleso – Lomnické sedlo or on the route Tatranská Lomnica – Štart + Štart – Čučoriedky.
- 8.1.3 In the Štrbské Pleso resort, 1 ride 2 sections means 1 way up with cableways on the route Štrbské Pleso – Solisko + Furkota – Solisko.
- 8.2 Time-limited ski passes:
- 8.2.1 2-hour and 4-hour Jakubkova lúka ski passes are valid only in the Vysoké Tatry – Starý Smokovec (Jakubková lúka) for the given period from the moment when the skier passes the first turnstile on the day of the ski pass purchase or on the day written on the contactless chip card.
- 8.2.2 1-day ski passes are valid for 1 day during the opening times in accordance with items 9.2 and 9.3 of these general terms and conditions on the day of the ski pass purchase or on the day written on the contactless chip card. Every 1-day ski pass purchased in any of the resorts in the High Tatras is valid in the resorts: Tatranská Lomnica, Štrbské Pleso, Starý Smokovec. Every 1-day ski pass purchased in the Jasná resort is valid in the Jasná resort. Every 1-day ski pass purchased in the Jakubkova lúka resort is valid only in the Vysoké Tatry - Starý Smokovec (Jakubková lúka) resort. 1-day ski passes cannot be used for night skiing.
- 8.2.3 Every 1-day ski pass purchased in the Štrbské Pleso resort is valid for 1 day during the opening times in accordance with items 9.2 and 9.3 of these general terms and conditions on the day of the ski pass purchase or on the day written on the contactless chip card. 1-day Štrbské Pleso ski passes are valid in the Štrbské Pleso resort.
- 8.2.4 Afternoon ski passes are valid in accordance with items 9.2 and 9.3 of these general terms and conditions from 1:00pm on the day of purchase to the end of the opening times on the day of purchase and customers can buy them no sooner than 5 minutes before the marked validity period, i.e. before 1:00pm. Item 8.2.2 applies to the use of afternoon ski passes.
- 8.2.5 Multi-day Vysoké Tatry ski passes (2-, 3-, 4-, 5- and 6-day) entitle their holders to use cable cars and ski lifts in the resorts in the High Tatras, i.e. in Tatranská Lomnica, Starý Smokovec and Štrbské Pleso. Multi-day Vysoké Tatry ski passes can be purchased through the online shop of the GOPASS programme (www.gopass.travel), at automated ticket machines (*GOPASS Tickets*) or in client centres and/or at ticket offices in the Tatranská Lomnica and Štrbské Pleso resorts during their opening times. Multi-day Vysoké Tatry ski passes are valid from the date of purchase or from the day written on individual ski passes for the number of consecutive days based on the type of individual multi-day Ski passes. Multi-day Ski passes cannot be used for night skiing.
- 8.2.6 Multi-day Jasná ski passes (2-, 3-, 4-, 5- and 6-day) entitle their holders to use cable cars and ski lifts in the resorts operated by the TMR company, i.e. in Jasná and in the resorts in the High Tatras, i.e. in Tatranská Lomnica, Starý Smokovec and Štrbské Pleso. Multi-day Jasná ski passes can be purchased through the online shop of the GOPASS programme (www.gopass.travel), at automated ticket machines (*GOPASS Tickets*) or in client centres and/or at ticket offices in the Jasná resort. Multi-day Jasná ski passes are valid from the date of purchase or from the day written on individual ski passes for the number of consecutive days based on the type of individual multi-day Ski passes. Multi-day Ski passes cannot be used for night skiing.

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- 8.2.7 Multi-day Štrbské Pleso ski passes (2-, 3-, 4-, 5- and 6-day) entitle their holders to use ski lifts in the Štrbské Pleso resort. Multi-day Štrbské Pleso ski passes can be purchased through the online shop of the GOPASS programme (www.gopass.travel), at automated ticket machines (*GOPASS Tickets*) or in client centres and/or at ticket offices in the Štrbské Pleso during their opening times. Multi-day Štrbské Pleso ski passes are valid from the date of purchase or from the day written on individual ski passes for the number of consecutive days based on the type of individual multi-day Ski passes. Multi-day Ski passes cannot be used for night skiing.
- 8.2.8 Night Ski passes are specific Ski passes that are valid at cable cars or ski lifts designated for night skiing based on instructions and information of the TMR company usually from 6:00pm to 9:00pm unless otherwise specified by the TMR company or the operator.
- 8.2.9 Smart Season Passes entitle their holders to use services offered by the TMR company and its business partners in the scope and way specified by specific terms and conditions of the TMR company.
- 8.2.10 1-day Jasná Fast Passes are valid in accordance with item 9.2 of these general terms and conditions in the Jasná resort for one day during the opening times on the day of purchase or on the day written on the contactless chip card. 1-day Fast Passes cannot be used for night skiing. 1-day Fast Passes ensure skip-the-line access to cable cars and ski lifts determined by the operator, i.e. to: “A1” Priehyba – Chopok (North), “A2” Kosodrevina – Chopok (South), “A3” Grand – Brhliská (North), “A5” Krupová – Kosodrevina (South), “B1” Záhradky - Rovná hoľa (North) “B3” Biela púť – Jasná (North), “B8” Lúčky – Vyhládka (North). There **are no** Fast Pass discounts offered for individual age groups or handicapped customers.
- 8.3 If in the view of valid restrictions and regulations of public authorities and regarding the relevant epidemic situation, outdoor swimming pools and water parks can be opened, all 2- and multi-day Ski passes can be used as Aqua Tickets (does not apply to the Celtic sauna world) in the Tatralandia water park and as Aqua Tickets (does not apply to the Harmónia - wellness & spa centre) in the Bešeňová water park, which is operated by the EUROCOM Investment, s.r.o. company. Every Aqua Ticket is a 1-day water park ticket (does not apply to sauna and wellness services) valid in the 2020/2021 winter season and can be used during the validity period of the respective Ski pass. On one and the same day, one Ski pass can be used either in the Tatralandia water park or in the Bešeňová water park or in one of the ski resorts operated by the TMR company. **Services of the Tatralandia water park or the Bešeňová water park cannot be combined with services of ski resorts operated by the TMR company on one and the same day.** In the view of the relevant epidemic situation and related restrictions, precautions and regulations of public authorities, services of the Tatralandia and Bešeňová water parks cannot be claimed legally.
- 8.4 If in the view of valid restrictions and regulations of public authorities and regarding the relevant epidemic situation, outdoor swimming pools and water parks can be opened, 2-, 3-, 4-, 5- and 6-day Vysoké Tatry Ski passes purchased in the Tatranská Lomnica or Štrbské Pleso resort (does not apply to the Starý Smokovec - Jakubkova lúka resort) can be used as Aqua Packet tickets in Aquacity Poprad. Every Aqua Packet is a 1-day water park ticket valid in the 2020/2021 winter season and can be used during the validity period of the respective Ski pass. On one and the same day, one Ski pass can be used either in the Aquacity Poprad water park or in one of the ski resorts in the High Tatras operated by the TMR company. **Services of the Aquacity Poprad water park cannot be combined with services of ski resorts in the High Tatras operated by the TMR company on one and the same day. Every Ski pass must be used in one of the resorts operated by the TMR company at first, not in Aquacity Poprad.** In the view of the relevant epidemic situation and related restrictions, precautions and

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regulations of public authorities, services of the Aquacity Poprad water park cannot be claimed legally.

8.5 Tickets:

Individual types of Tickets and the scope of services that they entitle their holders to are specified in the Price lists of the TMR company valid in individual resorts operated by the TMR company in the 2020/2021 season and are published on the websites of the TMR company: www.vt.sk, www.jasna.sk and www.gopass.travel, at automated ticket machines (*GOPASS Tickets*) and in client centres and/or at ticket offices in individual resorts operated by the TMR company.

8.6 **All Ski passes and/or Tickets are non-transferable. Ski passes and/or Tickets are issued namely for specific holders and are non-transferable for the moment they are issued. Other Ski passes and/or Tickets become non-transferable from the moment their holders pass the first turnstile (reader) with them.** This provision does not apply to specific Ski passes and/or Tickets that are issued as transferable Ski passes and/or Tickets based on terms and conditions specified by the TMR company and as arranged with individual customers.

9. Operation and opening times:

9.1 The operation of individual transport facilities (cableways and ski lifts) in individual resorts depends on weather in individual resorts.

9.2 The opening times of cableways and ski lifts in individual resorts operated by the TMR company are defined by the TMR company based on weather and other operation conditions in individual resorts.

9.3 Unless otherwise specified by the operator, the opening times of cableways, ski lifts and ski pistes in individual resorts operated by the TMR company are as follows: from the beginning of the 2020/2021 winter season to 31.1.2021 – between 8:30am and 3:30pm, from 1.2.2021 to the end of the 2020/2021 winter season between 8:30am and 4:00pm.

9.4 The opening times apply to **day operation**, i.e. morning and afternoon as specified in item 9.3 unless otherwise decided by the operator and to **evening operation**, i.e. in the evening as specified in item 9.5.

9.5 **All SKI PISTES ARE CLOSED from the beginning of the 2020/2021 winter season to 31.1.2021 between 4:00pm and 8:30am, and from 1.2.2021 to the end of the 2020/2021 winter season between 4:30pm and 8:30am!** There is a high risk of injury due to (winch) cables of snow makers and snow groomers on the slopes! If night skiing is offered on a ski piste, it is opened from 6:00pm to 8:30pm unless otherwise specified by the TMR company, i.e. the operator.

9.6 The TMR company is entitled to change the opening times of individual transport facilities and ski pistes in individual ski resorts. Details about snow conditions and opened ski lifts, cableways and ski pistes are available at individual Ski pass and/or Ticket sales points and published online every day: www.jasna.sk, www.vt.sk.

9.7 As far as the FRESH TRACK is concerned, cableways and ski pistes where the FRESH TRACK is offered are opened from 7:15am to 9:00pm. This applies to the Vysoké Tatry – Tatranská Lomnica resort during the 2020/2021 winter season on Friday and Sunday, to the Štrbské Pleso resort during the 2020/2021 winter season on Thursday and Saturday, to the Jasná resort during the 2020/2021 winter season on Tuesday, Thursday, Saturday and Sunday and pistes determined by the operator based on respective weather and snow conditions but only to customers who buy the FRESH TRACK service at the operator for the given day. The operator reserves the right to change the days and/or times when the FRESH TRACK service is used or to cancel the FRESH TRACK service on specific days or for the whole season and can decide so anytime during the 2020/2021 winter season, including the day when the FRESH TRACK service shall be offered until 7:15am on the given day if the weather and/or snow conditions are bad or due

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to any other operation reasons. The FRESH TRACK service cannot be used in bad weather and/or snow conditions.

10. Lost, stolen or damaged Ski passes and/or Tickets:

10.1 Lost or stolen Ski passes and/or Tickets

10.1.1 If a Ski pass and/or a Ticket gets lost or stolen, any client centre or ticket office of the TMR company must be notified immediately. To do so, the respective holder of the Ski pass and/or Ticket purchased in a client centre or at a ticket office (*offline sale*) is obliged to show the purchase confirmation (receipt). In the case of non-transferable Ski passes and/or Tickets issued namely for specific clients, the ID of the person that the lost or stolen Ski pass and/or Ticket was issued for (or the ID of their legal representative) must be presented as well. In the case of a lost Ski pass and/or Ticket that was purchased at an automated ticket machine (*GOPASS Tickets*) or through the online shop of the GOPASS programme (*online sale*), the operator is entitled to ask the Ski pass and/or Ticket holder to show their purchase confirmation email. Any lost or stolen Ski pass and/or Ticket can be blocked and all necessary data can be checked only after the loss or the theft has been reported and documents required have been presented. The holder of the lost or stolen Ski pass and/or Ticket shall get a substitute key card with their Ski pass and/or Ticket loaded (in the case of a multi-day Ski pass, the substitute card shall be loaded with the number of skiing days that are remaining on the day of the Ski pass blocking). A EUR 3 surcharge is required for a substitute Ski pass and/or Ticket. If a substitute Ski pass and/or Ticket is issued for a Ski pass and/or a Ticket purchased at a ticket office or in a client centre of the operator (*offline sale*) or at an automated ticket machine (*GOPASS Tickets*) or in the online shop of the GOPASS programme (www.gopass.sk) (*online sale*), the Ski pass and/or Ticket holder is obliged to pay also a EUR 2 surcharge for a contactless chip card. The holder of the Ski pass and/or Ticket is not entitled to be paid the whole or an aliquot Ski pass and/or Ticket price back; or to receive any other form of compensation for the days they were late with the loss/theft report until the pass got blocked. Holders of Ski passes and/or Tickets who fail to present documents specified above in this item are not entitled to receive substitute Ski passes and/or Tickets or any other form of compensation for their lost or stolen passes.

10.2 Damaged Ski passes and/or Tickets

10.2.1 If a Ski pass and/or Ticket gets damaged, any client centre or ticket office of the TMR company must be notified immediately. To do so, the respective holder of the Ski pass and/or Ticket purchased in a client centre or at a ticket office (*offline sale*) is obliged to show the purchase confirmation (receipt). In the case of non-transferable Ski passes and/or Tickets issued namely for specific clients, the ID of the person that the damaged Ski pass and/or Ticket was issued for (or the ID of their legal representative) must be presented as well. In the case of a damaged Ski pass and/or Ticket that was purchased at an automated ticket machine (*GOPASS Tickets*) or through the online shop of the GOPASS programme (*online sale*), the operator is entitled to ask the Ski pass and/or Ticket holder to show their purchase confirmation email. If a Ski pass and/or Ticket is damaged manually or cannot be re-encoded, the holder of the Ski pass and/or Ticket shall receive a substitute Ski pass and/or Ticket (in the case of a multi-day Ski pass, the substitute card shall be loaded with the number of skiing days that are remaining on the day of the Ski pass blocking). A EUR 3 surcharge is required for a substitute Ski pass and/or Ticket. If a substitute Ski pass and/or Ticket is issued for a Ski pass and/or a Ticket purchased at a ticket office or in a client centre of the operator (*offline sale*) or at an automated ticket machine (*GOPASS Tickets*) or in the online shop of the GOPASS programme (www.gopass.sk) (*online sale*), the Ski pass and/or Ticket holder is obliged

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to pay also a EUR 2 surcharge for a contactless chip card. Holders of Ski passes and/or Tickets who fail to present documents specified above in this item are not entitled to receive substitute Ski passes and/or Tickets or any other form of compensation for their lost or stolen passes.

10.3 Forgotten Ski passes and/or Tickets

10.3.1 If any customer arrives in any ski resort and discovers that they have forgotten to take their Ski pass and/or Ticket (KEY CARD), item 10.1 of these general terms and conditions shall apply, i.e. a EUR 3 surcharge for a substitute Ski pass and/or Ticket is required. If a substitute Ski pass and/or Ticket is issued for a Ski pass and/or a Ticket purchased at a ticket office or in a client centre of the operator (*offline sale*) or at an automated ticket machine (*GOPASS Tickets*) or in the online shop of the GOPASS programme (www.gopass.sk) (*online sale*), the Ski pass and/or Ticket holder is obliged to pay also a EUR 2 surcharge for a contactless chip card. Both fees are to be paid to the operator when the substitute key card is issued.

11. Ski pass - Complaints and travel costs refunds:

11.1 Services are provided by the TMR company in accordance with Act No. 40/1964 Coll. Civil Code as subsequently amended, respective regulations of Act No. 250/2007 Coll. on the Protection of Consumers and Changes to Act of the Slovak National Council No. 372/1990 on Violations of the Law as subsequently amended; and other general binding regulations that are effective in the Slovak Republic.

11.2 Any customer is entitled to be transported by cableways and/or ski lifts in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.

11.3 In the case of any defects on services, every customer is entitled to make a complaint in any information centre located in any of the resorts or by e-mail sent to reklamacia@tmr.sk or reklamacia@gopass.sk or in writing if they contact the registered office of the TMR company within the period specified in these general terms and conditions.

11.4 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) 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 TMR company on the first working day after the customer becomes entitled to set up a complaint.

11.5 To set up a complaint, every customer is obliged to present their receipt, plus a payment terminal receipt if they have paid by card or a purchase receipt if the respective service has been purchased at an automated ticket machine (*GOPASS Tickets*) or through the online shop of the GOPASS programme (*online sale*). The operator shall investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 working days if the case is more complicated. The complaint shall be dealt with within 30 days after it has been reported. To make a complaint, every customer is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the operator in all respects required.

11.6 Holders of Ski passes who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes can be refunded for transport costs on the respective day of skiing if the transport capacity in the resort where the respective Ski pass holder has passed a turnstile has been reduced due to the above mentioned malfunction or if transport in the resort has been cancelled completely as follows:

11.6.1 **In the Jasná - Sever (North) resort** – if 3 or less cable cars or ski lifts are opened, the Ski pass holder is entitled to be compensated for their transport costs:

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- 11.6.1.1 with a 1-day Jasná Ski pass until 12:00noon;
- 11.6.1.2 with a 4-hour Jasná Ski pass after 12:00noon.
- 11.6.2 **In the Jasná - Juh (South) resort** – if cable car/ski lift transport between the lower station of Kosodrevina and the upper station of Mt Chopok is not offered, the Ski pass holder is entitled to be compensated for their transport costs:
 - 11.6.2.1 with a 1-day Jasná Ski pass until 12:00noon;
 - 11.6.2.2 with a 4-hour Jasná Ski pass after 12:00noon;
- 11.6.3 **In the Tatranská Lomnica resort:**
 - 11.6.3.1 if not even one cable car or ski lift on the route Tatranská Lomnica – Štart is opened, the Ski pass holder is entitled to be compensated with a 1-day Tatranská Lomnica, Starý Smokovec and Štrbské Pleso ski pass;
 - 11.6.3.2 if less than 2 cable cars or ski lifts are opened, the Ski pass holder is entitled to be compensated for their transport costs:
 - 11.6.3.2.1 with a 1-day Tatranská Lomnica, Starý Smokovec and Štrbské Pleso ski pass until 12:00noon;
 - with a 4-hour Tatranská Lomnica, Starý Smokovec or Štrbské Pleso ski pass after 12:00noon.
- 11.6.4 **In the Štrbské Pleso resort** – if the 4-seater Štrbské Pleso - Solisko chairlift is not opened, the Ski pass holder is entitled to be compensated for their transport costs:
 - 11.6.4.1 with a 1-day Štrbské Pleso, Tatranská Lomnica, Starý Smokovec ski pass until 12:00noon if the customer has purchased a Vysoké Tatry Ski pass;
 - 11.6.4.2 with a 4-hour Štrbské Pleso, Tatranská Lomnica, Starý Smokovec ski pass after 12:00noon if the customer has purchased a Vysoké Tatry Ski pass;
 - 11.6.4.3 with a 1-day Štrbské Pleso ski pass until 12:00noon if the customer has purchased a Štrbské Pleso Ski pass;
 - 11.6.4.4 with a 4-hour Štrbské Pleso ski pass after 12:00noon if the customer has purchased a Štrbské Pleso Ski pass;
- 11.6.5 **In the Starý Smokovec – Jakubkova lúka resort** – the Ski pass holder is entitled to be compensated for their transport costs:
 - 11.6.5.1 with a 1-day Starý Smokovec – Jakubkova lúka ski pass until 12:00noon;
 - 11.6.5.2 with a 4-hour Starý Smokovec – Jakubkova lúka ski pass after 12:00noon;
 - 11.6.5.3 with a 2-hour Starý Smokovec – Jakubkova lúka ski pass if the customer has purchased a 2-hour Starý Smokovec – Jakubkova lúka ski pass;
 - 11.6.5.4 with a 4-hour Starý Smokovec – Jakubkova lúka ski pass if the customer has purchased a 4-hour Starý Smokovec – Jakubkova lúka ski pass;
- 11.7 The provisions of item 11.6 do not apply to special offers from 1.12.2020 to 24.12.2020.
- 11.8 If any 1-day Ski pass holder uses the services that their 1-day Ski pass entitles them to partially due to subjective reasons or an injury that is caused while using the services that the 1-day Ski pass entitles to or due to an illness, the Ski pass holder **cannot be compensated** (financially or non-financially).
- 11.9 As for special offer Ski passes (e.g. for loyal clients etc.), compensation is offered in the case of a legitimate claim only while the respective special offer is valid.
- 11.10 Holders of multi-day Ski passes (2-, 3-, 4-, 5- and 6-day) who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes and if the transport capacity in the resort where the respective Ski pass holder has passed a turnstile has been reduced are compensated for their transport costs on the day when the validity period of their multi-day Ski passes expires.
- 11.11 **Smart Season Pass holders** who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes are **not entitled** to be refunded

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for transport costs on the respective day of skiing if the transport capacity in the resort where the respective Smart Season Pass holder has passed a turnstile has been reduced.

- 11.12 **The operator reserves the right to investigate and resolve every complaint individually, considering its legitimacy, requirements of the respective client(s) and the potential refund.**

12. Tickets – Complaints and travel costs refunds:

- 12.1 Services are provided by the TMR company in accordance with Act No. 40/1964 Coll. Civil Code as subsequently amended, respective regulations of Act No. 250/2007 Coll. on the Protection of Consumers and Changes to Act of the Slovak National Council No. 372/1990 on Violations of the Law as subsequently amended; and other general binding regulations that are effective in the Slovak Republic.
- 12.2 Any customer is entitled to be transported by cableways in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.
- 12.3 In the case of any defects on services, every customer is entitled to make a complaint in any information centre located in any of the resorts or by e-mail sent to reklamacia@tmr.sk or reklamacia@gopass.sk or in writing if they contact the registered office of the TMR company within the period specified in these general terms and conditions.
- 12.4 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) 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 TMR company on the first working day after the customer becomes entitled to set up a complaint.
- 12.5 To set up a complaint, every customer is obliged to present their receipt, plus a payment terminal receipt if they have paid by card or a purchase receipt if the respective service has been purchased at an automated ticket machine (*GOPASS Tickets*) or through the online shop of the GOPASS programme (*online sale*). The operator shall investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 working days if the case is more complicated. The complaint shall be dealt with within 30 days after it has been reported. To make a complaint, every customer is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the operator in all respects required.
- 12.6 Holders of Tickets who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes can be refunded for transport costs if the transport capacity in the resort where the respective Ticket holder has passed a turnstile has been reduced due to the above mentioned malfunction or if transport in the resort has been cancelled due to operational reasons of due to weather as follows:
- 12.6.1 **In the Jasná - Sever (North) resort** – the Ticket holder is entitled to be compensated:
- 12.6.1.1 in the full amount also if only the chairlift at Biela Púť is opened;
 - 12.6.1.2 in the amount of 75% of the return Ticket price if transport is offered only to the Priehyba interchange station and in the amount of 50% of the one-way Ticket price if transport is offered only to the Priehyba interchange station;
 - 12.6.1.3 in the amount of 50% of the return Ticket price if transport is not offered by any cableway down the hill due to a malfunction;
 - 12.6.1.4 in the amount of 25% of the return Ticket price if the Twinliner funicular does not operate down the hill due to a malfunction.
- 12.6.2 **In the Jasná - Juh (South) resort** – the Ticket holder is entitled to be compensated:
- 12.6.2.1 in the full amount if no transport is offered at all due to a malfunction;

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- 12.6.2.2 in the amount of 75% of the return Ticket price if transport is offered only to the Kosodrevina interchange station and in the amount of 50% of the one-way Ticket price if transport is offered only to the Kosodrevina interchange;
- 12.6.2.3 in the amount of 50% of the return Ticket price if transport is not offered by any cableway down the hill due to a malfunction;
- 12.6.2.4 in the amount of 25% of the return Ticket price if no transport is offered from Kosodrevina down the hill due to a malfunction;
- 12.6.3 **In the Štrbské Pleso resort** – the Ticket holder is entitled to be compensated:
 - 12.6.3.1 with a substitute Ticket of the same type that they could not use if they do not reach the final destination of their one-way Ticket or the final destination of their return Ticket on the way up, or they can be returned the price of their Ticket that they could not use as specified above;
 - 12.6.3.2 in the amount of 50% of the return Ticket price if the customer could travel only from the lower station to the upper station (i.e. transport down the hill has not been offered);
- 12.6.4 **In the Vysoké Tatry - Tatranská Lomnica resort** – the Ticket holder is entitled to be compensated:
 - 12.6.4.1 with a substitute Ticket of the same type that they could not use if they do not reach the final destination of their one-way Ticket or the final destination of their return Ticket on the way up, or they can be returned the price of their Ticket that they could not use as specified above;
 - 12.6.4.2 in the amount of 50% of the return Ticket price if the customer could travel only from the lower station to the upper station (i.e. transport down the hill has not been offered);
 - 12.6.4.3 in the amount of 25% of the return Ticket price if transport is not offered down the hill from the Štart interchange station due to a malfunction;
- 12.6.5 **In the Vysoké Tatry – Starý Smokovec resort** – the Ticket holder is entitled to be compensated:
 - 12.6.5.1 in the full amount if no transport is offered at all due to a malfunction;
 - 12.6.5.2 in the amount of 50% of the return Ticket price if transport is not offered down the hill due to a malfunction.
- 12.7 As for special offer Tickets (e.g. for loyal clients etc.), compensation is offered in the case of a legitimate claim only while the respective special offer is valid.
- 12.8 **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 have.**
- 13. **Tickets** - Transport cancellation due to subjective reasons of customers before boarding cableways:
 - 13.1 **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, i.e. at least 24 hours before they board their cableway in the respective resort on the day of their scheduled Ticket use, they are obliged to present their receipt or the purchase confirmation email (if they have bought their Ticket at an automated ticket machine (*GOPASS Ticket*) or through the *GOPASS* online shop). **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.****
- 14. **The operator reserves the right to investigate and resolve every complaint individually, considering its legitimacy, requirements of the respective client(s) and the potential refund.**
- 15. **If any customer – natural person, i.e. a user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied**

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with the way how the operator, i.e. the seller has dealt with their complaint or they think that the operator has violated their rights, they are entitled to ask the operator, i.e. the seller to have the respective problem rectified. If the operator rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, when asked by the customer as mentioned above, the customer 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 operator, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozska 32, poštový priečinok 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: <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s>). Every customer 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 customer can use an online platform for alternative dispute resolution which is available on: http://ec.europa.eu/consumers/odr/index_en.htm. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

16. Personal data protection:

16.1 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/.

17. By purchasing a Ski pass and/or Ticket and using services in individual resorts operated by the TMR company and its contracting business partners, every customer undertakes to respect all instructions of authorised staff members of the operators, transportation rules, these general terms and conditions, specific general terms and conditions that are effective in individual resorts, individual operating rules and rules on the pistes which are published on the websites of companies that operate individual resorts and available at all ticket offices and client centres in individual resorts. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operators or other individuals authorised by them.

18. If any customer violates any provision of these general terms and conditions or violates or fails to respect any instructions and orders of the operator or authorised staff members, the operator is entitled to block any Ski pass and/or Ticket and prevent the respective holder from using services in resorts on the day when terms or instructions have been violated as mentioned above. The respective customer is not entitled to receive any form of financial or non-financial compensation for not being able to use services in individual resorts operated by the TMR company, and/or to be refunded for the whole or an aliquot ticket price in such case.

19. Individuals who perform ski touring in the resort operated by the TMR company (on ski pistes and ski runs) are obliged to respect all above mentioned rules and terms and also respect the Ski touring rules of the TMR company that apply to ski pistes and perform ski touring only in sections of ski pistes designated for ski touring which are published on the websites of the company: www.jasna.sk, www.vt.sk and displayed in all resorts operated by the TMR company.

20. The TMR company is entitled to block any Ski pass and/or Ticket and prevent the respective holder from using services in resorts operated by the TMR company if the Ski pass and/or Ticket is not used by the person who is entitled to do so, i.e. if the Ski pass and/or Ticket issued namely for a specific person is used by a person that is not registered as the Ski pass and/or Ticket holder and is not displayed on the contactless chip card (i.e. the name and the photograph on the Ski pass and/or Ticket does not correspond to the identification details on the ID of the person that is being checked) or if a non-transferable Ski pass and/or Ticket is used by another person than the one who passed the first

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turnstile with it before. Non-transferable Ski passes and/or Tickets can be used only together with valid IDs or other documents proving the identity (children up to 15 years – health insurance cards or other documents proving the identity). Discounted Ski passes and/or Tickets can be used only together with cards that entitle their holders to the respective discounts on Ski passes and/or Tickets. The TMR company is entitled to block any Ski pass and/or Ticket and prevent the respective holder from using services in resorts operated by the TMR company if the customer or any other person who is using the Ski pass and/or Ticket prevents the operator from checking the non-transferability of the Ski pass and/or Ticket intentionally or deliberately especially by misleading the operator about the identity of the person that is using the Ski pass and/or Ticket, i.e. by changing clothes within short intervals (e.g. during one day) or by covering the face (with a ski mask, a scarf etc.), or by covering the reading device when passing a turnstile.

21. The TMR company is entitled to block any Ski pass and/or Ticket and prevent the respective holder from using services in resorts operated by the TMR company if the customer or the person that is using the Ski pass and/or Ticket or the person that is using ski pistes and/or ski runs operated by the TMR company violates the Rules on the pistes, the Ski touring rules of the TMR company that apply to ski pistes or endangers or harms the lives, health or property of other individuals who are using the resort or the life, health or property of the operator, or violates the instructions of the staff authorised by the operator. If such person does not hold a Ski pass and/or Ticket, the operator is entitled to use all legal means in accordance with relevant legislation related to protection and prevention of damage. **If any Ski pass and/or Ticket is blocked or cancelled as a result of violating the general terms and conditions** (if a Ski pass and/or Ticket is misused and this results in misusing the services offered by the operator in individual ski resorts operated by the TMR company or if items 17, 19, 20, 21 or 22 of these general terms and conditions are violated), **the respective customer is not entitled to receive any form of financial or non-financial compensation for not being able to use services in individual resorts operated by the TMR company, and/or to be refunded for the whole or an aliquot ticket price.**
22. The TMR company reserves the right to refuse to offer cable car and ski lift transport or ski pistes in resorts to any customer or to act in accordance with item 19 and item 20 of these general terms and conditions (Ski pass and/or Ticket blocking), if the customer endangers or damages the property or legitimate interests of the TMR company, 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.
23. Ski passes and/or Tickets do not entitle their holders to carry out any business or other gainful activities (including activities of ski schools) on ski pistes and in finish zones (online or offline) without the permission of the operator, i.e. the TMR company and without relevant licences pursuant to the generally binding legal regulations. Unless the operator allows, the ski pistes and finish zones cannot be used for advertising purposes (this includes various stalls, advertisements etc.). Unless the operator allows so, cableways and ski lifts, their cars and chairs, embarkation and disembarkation zones cannot be used for advertising purposes (this includes various stalls, advertisements etc.). Ski passes and/or 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, ski lifts and other means of transport without the permission of the operator, i.e. the TMR company and without relevant licences pursuant to the generally binding legal regulations.
24. Skiers younger than 15 years must wear properly adjusted helmets on ski pistes. Any person who organises an activity on a ski piste is obliged to secure that skiers younger than 15 years wear reflective safety clothing or reflective safety elements that can be well seen.
25. If 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

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about the damage and detail of the related event in the information centre in the resort operated by the operator immediately (i.e. once the damage is caused) and to offer cooperation to the 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 item(s) shall be reinstated if the operator considers it to be possible and effective.

- 26.** These general terms and conditions become effective and enter into force at the beginning of the 2020/2021 winter season as determined by the operator and are effective and in force to the end of the 2020/2021 winter season. They apply to the provision of services – using of ski lifts, cable cars and ski pistes in all resorts operated by the TMR company. If any terms and conditions related to individual services provided in the resorts operated by the TMR company based on individual types of Ski passes and/or Tickets and Price lists of the TMR company (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.
- 27.** In accordance with § 2 Art. 9 item b) Decree of the Public Health Authority of the Slovak Republic No. 34/2020, every person who uses services of cable car and ski lift operators is obliged to present a negative result of an antigen COVID-19 test taken less than 72 hours before or a negative result of an RT-PCR COVID-19 test taken less than 72 hours before. This obligation does not apply to children younger than 10 years. The operator is entitled to check if the obligation specified in the previous sentence is respected and every customer is obliged to cooperate with the operator and authorised staff members as needed and to show their negative result of an RT-PCR COVID-19 test or an antigen test if asked to. If any customer is not able to show their negative result of an RT-PCR COVID-19 test or an antigen test to the operator or authorised staff members or if they refuse to do so, the operator is entitled to prevent the respective customer from using services in the resort on the day when this provision of the general terms and conditions is violated. The customer is not entitled to receive any form of financial or non-financial compensation for not being able to use services in individual resorts operated by the TMR company, and/or to be refunded for the whole or an aliquot ticket price.
- 28.** All legal relations between the operator and individual customers related to purchasing and using of services based on Ski passes and/or Tickets as well as all other related legal relations shall be governed by the laws of the Slovak Republic.

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Supervisory bodies

Central Inspectorate of the Slovak Trade Inspection, Prievozská 32, Bratislava

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

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