



BUSINESS TERMS AND CONDITIONS

Season Ski Pass TMR+ŠPINDL+SZCZYRK

WINTER SEASON 2018/2019

1. These Business Terms and Conditions for the winter season 2018/2019, 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 (hereinafter referred to as „**TMR Company**“ or „**Operator**“), shall govern the provision of services - transport via cableways and ski lifts, and the use of trails - at individual ski resorts operated by TMR Company and by regulating the rights and obligations arising thereof on the basis of the Season Ski Pass TMR+ŠPINDL+SZCZYRK. These Business Terms and Conditions are valid in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Jasná (Chopok North), Nízke Tatry – Chopok South; and at the Štrbské Pleso resort which is operated by **1. Tatranská, akciová spoločnosť**, with its registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Company number: 31 395 783, registered in the Commercial Register of the District Court Prešov, Section: Sa, File No.: 10427/P, at the resort Špindlerův Mlýn which is operated by **MELIDA, a.s.**, with its registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 241 66 511, registered in the Commercial Register of the Regional Court in Hradec Králové, Section: B, File no.: 3175, at the resort Szczyrkowski Ośrodek Narciarski which is operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA**, with its registered office at Narciarska 10, 43-370 SZCZYRK, Poland, REGON: 072818322, registered in the Krajowy Rejester Sądowy, under the number: 0000140818, at the Centralny Ośrodek Sportu resort which is operated by **Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyрку** company, with its registered office at ul. Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej, registered in the Krajowy Rejester Sądowy, Sąd Rejonowy in m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50 and at BSA=Beskid Sport Arena ośrodek narciarski w Szczyрку resort which is operated by **PBC spółka z ograniczoną odpowiedzialnością**, with its registered office at ul. Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in the Krajowy Rejester Sądowy, Sąd Rejonowy Katowice wschód w Katowicach, VIII Wydział Gospodarczy krajowego Rejestru Sądowego under Number krs: 0000359808, at Aquapark Tatralandia Liptovský Mikuláš and Water park Bešeňová which is operated by **EUROCOM Investment, s.r.o.**, with its registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of the District Court Žilina, Section: Sro, File No.: 14588/L.

2. During the winter season 2018/2019, any customer is entitled to buy a season ski ticket the TMR+ŠPINDL+SZCZYRK (the “**Season Ski Pass TMR+ŠPINDL+SZCZYRK**“) subject to special offer of the Operator regarding the Season Ski Pass TMR+ŠPINDL+SZCZYRK for the winter season 2018/2019. The Season Ski Pass TMR+ŠPINDL+SZCZYRK is valid from 01/12/2018 or from the beginning of the winter season 2018/2019, depending on weather and snow conditions and the decision of the Operator if this date occurs after 01/12/2018, until 30/04/2019 or until the end of the winter season 2018/2019, depending on the decision of the Operator if this day occurs before 30/04/2019, during operating hours applicable to individual resorts in accordance with Section 8.3 hereof, and also at Aquapark Tatralandia and Water park Bešeňová. The Season

Ski Pass TMR+ŠPINDL+SZCZYRK **cannot be used** for transport via the elevated cableway Skalnaté pleso – Lomnický štít, and for evening skiing.

3. The Season Ski Pass TMR+ŠPINDL+SZCZYRK issued by TMR Company is a contactless chip card – KEY CARD - with identification data of the Ski Pass holder. The contactless chip card - KEY CARD - entitles its holder (a person in whose name the Season Ski Pass TMR+ŠPINDL+SZCZYRK is issued) to use the services provided at individual resorts operated by TMR Company, at Štrbské Pleso resort, at Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort, at Centralny Ośrodek Sportu resort, at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, and at Aquapark Tatralandia and Water park Bešeňová.

4. The Season Ski Pass TMR+ŠPINDL+SZCZYRK which entitles the Ski pass holder to use services at resorts operated by TMR Company, at Štrbské Pleso, at Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort, at Centralny Ośrodek Sportu resort, at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, during the daily operating hours of transport facilities and to use services at Aquapark Tatralandia and Water park Bešeňová, specifically all-day admission corresponding to the „Aqua Ticket” (excluding the Celts Sauna World) and at Water park Bešeňová, specifically all-day admission corresponding to the „Aqua Ticket” (excluding the Harmónia Wellness & Spa), can be purchased online at www.gopass.sk or at Information Centres at individual resorts operated by TMR Company or at Štrbské Pleso, within the period between 01/11/2018 and 30/04/2019 at prices as listed in the Price List of the TMR Company.

5. Discounted Season Ski Pass TMR+ŠPINDL+SZCZYRK

- 5.1 A person at the age of 60 and older is entitled to the Skipass „Senior” (Senior Ski Pass). To claim the „Senior” Ski Pass, a customer is required to present an ID Card.
- 5.2 A person aged between 12 and 17.99 or holder of ISIC, ITIC, EURO26, GO26 cards is entitled to the Skipass „Junior” (Junior Ski Pass). To claim this ticket, a customer is required to present an ID Card (children younger than 15 years their health insurance card or any other type of document proving the age of a child) or their ISIC, ITIC, EURO26, GO26 card.
- 5.3 A person aged between 6 and 11.99 is entitled to the Skipass „Deti” (Children Ski Pass). To claim this ticket, a customer is required to present child’s health insurance card or any other type of document proving the age of a child.
- 5.4 Reduced rates for Season Ski Pass TMR+ŠPINDL+SZCZYRK are listed in the Price list of the TMR Company.
- 5.5 **The purchase of discounted Season Ski Pass TMR+ŠPINDL+SZCZYRK due to disability (severely disabled person, severely disabled person with a guide) by means of online sale through the www.gopass.sk online shop shall be considered on the basis of a request made by a customer and the operator shall inform the customer of terms and conditions for claiming such a discount.**
- 5.6 Discounts cannot be combined. The best price applies to the customer.

6. On one and the same day, the Season Ski Pass TMR+ŠPINDL+SZCZYRK may only be used for visiting Aquapark Tatralandia or Water park Bešeňová, or only for using the services provided by any of resorts operated by TMR Company, at Štrbské Pleso, Špindlerův Mlýn,

Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu or at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku. **On one and the same day, it is not possible to combine the admission to Aquapark Tatralandia or Water Park Bešeňová, or the use of services of any resort operated by TMR Company, at Štrbské Pleso, Špindlerův Mlýn, Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu or at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku.**

7. Each Season Ski Pass TMR+ŠPINDL+SZCZYRK becomes non-transferable from the moment of its issuance. The customer must first time use the **Season Ski Pass TMR+ŠPINDL+SZCZYRK at one of resorts operated by TMR Company or at Štrbské Pleso. To use the Season Ski Pass TMR+ŠPINDL+SZCZYRK first time at Špindlerův Mlýn resort is only possible provided that the Ski pass has been activated at the Information Centre at Hromovka, otherwise the use of the Season Ski Pass TMR+ŠPINDL+SZCZYRK first time at Špindlerův Mlýn is impossible.**

8. Operation and Operating time:

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

8.2 The operating time of cableways and ski lifts and ski trails at individual resorts operated by TMR Company and by the operator of Štrbské Pleso resort, operator of Špindlerův Mlýn resort, operator of Szczyrkowski Ośrodek Narciarski resort, operator of Centralny Ośrodek Sportu resort and operator of BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort is determined by TMR Company, operator of Štrbské Pleso, operator of Špindlerův Mlýn resort, operator of Szczyrkowski Ośrodek Narciarski resort, operator of Centralny Ośrodek Sportu resort, operator of BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, depending on weather conditions and operating conditions at individual resorts.

8.3 Unless otherwise stipulated by the Operator, the operating time of cableways and ski lifts and ski trails at individual resorts operated by TMR Company are between 08:30 am and 15:30 pm from the beginning of the winter season 2018/2019 until 31/01/2019 and between 08:30 am and 16:00 pm from 01/02/2019 until the end of the winter season 2018/2019.

8.4. The Operating time shall mean the daily operation during the day, in the morning and in the afternoon, at the times specified in Section 8.3, unless otherwise stipulated by operators of individual resorts.

8.5. SKI TRAILS ARE CLOSED between 16:00 pm and 08:30 am from the beginning of the winter season 2018/2019 until 31/01/2019 and between 16:30 pm and 08:30 am from 01/02/2019 until the end of the winter season 2018/2019! 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!

8.6 The TMR Company, the operator of Štrbské Pleso resort, operator of Špindlerův Mlýn resort, operator of Szczyrkowski Ośrodek Narciarski resort, operator of Centralny Ośrodek Sportu resort and operator of BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort are entitled to unilaterally change the operating time of

the transport facilities and ski trails at individual resorts. Information about the snow conditions and the operation of ski lifts and cableways and ski trails is available daily at the Season Ski Pass TMR+ŠPINDL+SZCZYRK ticket points, as well as on the Internet website www.jasna.sk, www.vt.sk, www.skiarela.cz, www.szczyrkowski.pl, www.szczyrk.cos.pl, www.beskidsportarena.pl

8.5 Operation of aquapark Tatralandia Liptovský Mikuláš and Water park Bešeňová, as well as operation of individual attractions and sections of aquaparks depends on the Operator's decision and the information about the operating time is available daily upon the entry into the water parks, as well as on the Internet website www.tatralandia.sk and www.besenova.com

9. Loss, theft and damage of the Season Ski Pass TMR+ŠPINDL+SZCZYRK:

9.1 Loss or theft

9.1.1 In the case of loss or theft of the Season Ski Pass TMR+ŠPINDL+SZCZYRK, the holder is obliged to immediately notify the Information Centre of the TMR Company or at Štrbské Pleso. The holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK is obliged to produce an ID card (or any other type of identification) of the person in whose name the Season Ski Pass TMR+ŠPINDL+SZCZYRK was issued (or of their legal representative). Only after reporting the loss or theft and after producing required documents can the Season Ski Pass TMR+ŠPINDL+SZCZYRK be blocked and the necessary information verified. The Season Ski Pass TMR+ŠPINDL+SZCZYRK holder shall receive a replacement Season Ski Pass TMR+ŠPINDL+SZCZYRK. The fee for issuance of a replacement Season Ski Pass TMR+ŠPINDL+SZCZYRK is EUR 2.00. If the lost/stolen Season Ski Pass TMR+ŠPINDL+SZCZYRK was not issued through the GOPASS program, with the so called GOPASS Card, the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK is obliged to pay a deposit of EUR 2.00 for a contactless chip card. The holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK is not entitled to a refund of the amount paid or of the proportional amount or to any other form of compensation for the days used due to the delay in the reporting of the loss or theft of the Season Ski Pass TMR+ŠPINDL+SZCZYRK and of its blocking.

9.2 Damage

9.2.1 In the case of damage to the Season Ski Pass TMR+ŠPINDL+SZCZYRK, the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK is obliged to immediately notify the Information Centre of the TMR Company or at Štrbské Pleso. The holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK shall be obliged, along with the damaged Season Ski Pass TMR+ŠPINDL+SZCZYRK, to produce an ID card (or any other type of identification) of the person in whose name the Season Ski Pass TMR+ŠPINDL+SZCZYRK was issued (or of their legal representative). In the case the Season Ski Pass TMR+ŠPINDL+SZCZYRK is impossible to re-encode, the Season Ski Pass TMR+ŠPINDL+SZCZYRK holder shall receive a replacement Season Ski Pass TMR+ŠPINDL+SZCZYRK. In the case of mechanical damage to the Season Ski Pass TMR+ŠPINDL+SZCZYRK, the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK shall be obliged to pay a fee for the issuance of a

replacement Season Ski Pass TMR+ŠPINDL+SZCZYRK in the amount of EUR 2.00. If the damaged Season Ski Pass TMR+ŠPINDL+SZCZYRK was not issued through the GOPASS program, with the so called GOPASS Card, the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK is obliged to pay a deposit of EUR 2.00 for a contactless chip card.

9.3 Omitted card

9.3.1 In the case that the client omits his/her card (KEY CARD) upon arrival at the resort, the provision of the paragraph 9.1. of these Business Terms and Conditions shall apply accordingly, i.e. the fee for issuance of a replacement card is EUR 2.00, and if the omitted Season Ski Pass TMR+ŠPINDL+SZCZYRK was not issued through the GOPASS program, with the so called GOPASS Card, the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK is obliged to pay a deposit of EUR 2.00 for a contactless chip card. A client is obliged to pay a fee to the Operator when a replacement card is issued.

9.4 In the event of loss, theft or damage to the card purchased from the TMR Company or at Štrbské Pleso, at Špindlerův Mlýn resort or Szczyrkowski Ośrodek Narciarski resort or at Centralny Ośrodek Sportu resort or at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, a replacement card or financial or non-financial reimbursement **is not provided** to the holder of the card, and **the issuance of a replacement card or encoding of the damaged card is not possible.**

10. Complaints and Reimbursement of Travel Costs:

10.1 The provision of services provided by TMR Company and by the Operator of Štrbské Pleso resort and Operator of Bešeňová water park shall be governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and by other generally binding legal regulations that are valid within the territory of the Slovak Republic, and by generally binding legal regulations applicable within the territory of the Czech Republic when it comes to services provided at Skiareal Špindlerův Mlýn resort and by generally binding legal regulations applicable within the territory of Poland when it comes to services provided at Szczyrkowski Ośrodek Narciarski resort and COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort and BSA= Beskid Sport Arena resort.

10.2 The customer shall have the right to the provision of services by cableways or ski lifts, or services provided by aquapark to the agreed or normal extent, quality, quantity and time.

10.3 The customer is entitled to claim the defects of the services (a complaint) at Information Centres located at individual resorts or in an electronic form at reklamacia@tmr.sk or reklamacia@gopass.sk or in a written form at the registered office of the TMR Company within the period as stipulated by these Business Terms and Conditions. The customer is obliged to claim the defects of services (a complaint) immediately after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport or failure to provide services at

aquapark), but not later than within the calendar day following the day on which the transport failed to be initiated or services at aquapark failed to be provided, otherwise the right to complaint shall cease. In the event 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 of the right to make a complaint.

- 10.4** When making a complaint, a customer is obliged to present an ID card and confirmation of purchase of service. 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 the submission thereof. For the purposes of the complaint, the customer shall provide their contact details using which the customer shall be informed of the method of handling the complaint, in the event the complaint cannot be settled immediately after its submission. The customer is obliged to assist the Operator in the settling of the complaint.
- 10.5** **The Operator shall not provide** the compensation of travel costs for the day on which the customer passed the reading device - turnstile, and the transfer did not happen as a result of an operational failure of transport facility for the period lasting longer than 60 minutes, and, at the same time, there was a reduction in transport capacity of the transport facilities of the resort at which the Season Ski Pass TMR+ŠPINDL+SZCZYRK holder passed through the turnstile on that day, or if the transport was not commenced on any of the cableways at the ski resort.
- 10.6** The Season Ski Pass TMR+ŠPINDL+SZCZYRK holder may in exceptional cases ask the Operator to make a change in the holder of the purchased Season Ski Pass TMR+ŠPINDL+SZCZYRK. This is possible only if a medical certificate confirming long-term illness, injury or other serious circumstance (e.g. death, pregnancy, etc.) **has been presented**. The Season Ski Pass TMR+ŠPINDL+SZCZYRK holder shall be obliged to submit a notification on injury within 10 days from the injury, or from the finding of a long-term incapacity to work or other serious circumstance providing grounds to change a holder of the purchased Season Ski Pass TMR+ŠPINDL+SZCZYRK, along with an ID card (or of their legal representative). Operators reserve the right to individually assess each such a case and to assess legitimacy of the request to change the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK. If a serious circumstance prevents the holder of a purchased Season Ski Pass TMR+ŠPINDL+SZCZYRK (long-term illness, injury, etc.) from using services for the use of which he/she is entitled to with such a Season Ski Pass TMR+ŠPINDL+SZCZYRK, the **only** applicable procedure is the procedure under this Section and the holder of Season Ski Pass TMR+ŠPINDL+SZCZYRK **shall not have the right** to any other financial or non-financial compensation.
- 10.7** The Operator **reserves the right to individually assess** each complaint over the provided services and to assess the legitimacy of the complaint and of the customer's requirements, and to assess the reimbursement of travel costs, the method of reimbursement and the reimbursed amount.

10.8 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 has handled his/her 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 a request or fails to reply within 30 days from the date the request has been sent by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity 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. A competent entity to alternatively resolve consumer 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 and 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-spotrebiteľských-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 consumer dispute through on-line platform for alternative dispute resolutions available at http://ec.europa.eu/consumers/odr/index_en.htm. For more information concerning the alternative resolution of consumer disputes, visit Internet website of Slovak Commercial Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.

11. Protection of personal data:

11.1 Information related to the personal data protection are contained in The TMR rules for protection of privacy and processing of personal data, available on internet website www.tmr.sk/o-nas/gdpr/.

12. By purchasing the Season Ski Pass TMR+ŠPINDL+SZCZYRK, and by taking advantage of services at individual resorts operated by TMR Company, at Štrbské Pleso resort, Skiareal Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sport Arena resort, as well as in other business premises operated by TMR Company, by 1. Tatranská, akciová spoločnosť, MELIDA, a.s. company, company SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, PBC spółka z ograniczoną odpowiedzialnością company and by company EUROCOM Investment, s.r.o., a customer undertakes to observe instructions given by authorized employee of the operators, transport conditions, these Business Terms and Conditions, general business terms and conditions, individual operating instructions, Rules for Visitors of water parks and the White Code which is published on the Internet websites of companies operating individual resorts and available

at each cash desk and Information Centre at individual resorts. A customer undertakes to observe safety instructions and instructions given by authorised members of staff of Operator or persons designated by them.

13. The TMR Company is entitled to discard (block) the Season Ski Pass TMR+ŠPINDL+SZCZYRK and prevent the customer from using the services at individual resorts if it discovers that the Season Ski Pass TMR+ŠPINDL+SZCZYRK intended for using services of a resort is used by a person who is not authorised for such a use. The Season Ski Pass TMR+ŠPINDL+SZCZYRK is only valid with an Identity card, or with a health insurance card when it comes to children under 15 years or with any other type of identification proving the age of a child, and when it comes to a discounted Season Ski Pass TMR+ŠPINDL+SZCZYRK, with a document confirming the entitlement to issue the discounted Season Ski Pass TMR+ŠPINDL+SZCZYRK. The TMR Company is entitled to discard (block) the Season Ski Pass TMR+ŠPINDL+SZCZYRK and prevent the customer from using the services at individual resorts if they discover that the client or person who uses the Season Ski Pass TMR+ŠPINDL+SZCZYRK deliberately or knowingly makes the check of the Season Ski Pass TMR+ŠPINDL+SZCZYRK non-transferability impossible, mainly by misleading Operator about the identity of a person who uses the services, by a way of changing clothes frequently (for example within one day) or covering face (with a face mask, scarf, etc.), or covering the monitoring device when passing through the reader (turnstile). The TMR Company shall be entitled to discard (block) the Season Ski Pass TMR+ŠPINDL+SZCZYRK and prevent the customer from using the services at individual resorts if it discovers that the client or person using the Season Ski Pass TMR+ŠPINDL+SZCZYRK or person taking advantage of ski trails and/or tracks at individual resorts has violated the White Code, The rules for ski mountaineers who are present on ski trails and tracks or has threatened or caused harm to life, health or property of persons present at the resort or of that of Operator, or has failed to observe instructions given by authorised employees of Operator. If the person is not the holder of the Season Ski Pass TMR+ŠPINDL+SZCZYRK, the Operator shall be entitled to apply any measures in accordance with applicable legal regulations intended for protection and prevention of damage. **If the Season Ski Pass TMR+ŠPINDL+SZCZYRK becomes discarded due to a breach of these Business Terms and Conditions or general business terms, or on other grounds defined herein, a customer has no right to any financial or non-financial compensation for not being able to use services provided by operators at individual resorts, nor to a refund of the price paid or of its proportionate part.**

14. The Operator reserves the right to refuse the 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 13 hereof (to block the Season Ski Pass TMR+ŠPINDL+SZCZYRK) if the client threatens or causes harm to property with his/her behaviour or to the legitimate interests of TMR Company, or life, health or property of other clients and visitors of ski resort, or to environment, or he/she ignores recommendations, instructions and restrictions given by Operator's employees or by other authorised persons, despite having been expressly warned by such authorised persons.

15. The Season Ski Pass TMR+ŠPINDL+SZCZYRK shall not entitle their holder to carry out any business or other gainful activities (including the activities of ski schools) on the ski trails and stop way ski areas without consent granted by the Operator and without the relevant licences

according to 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 advertising purposes (for example to place the booths, advertising facilities, etc.).

16. 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 established) shall be provided by means of restitution of a thing or things provided that the operator considers it possible and efficient.

17. These Business Terms and Conditions shall come into force and effect on 01/11/2018 and shall be valid and effective throughout the winter season 2018/2019. These Business Terms and Conditions apply to the provision of services - the use of ski lifts and cableways and ski trails - at resorts operated by TMR Company, at Štrbské Pleso resort, at Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort, at Centralny Ośrodek Sportu resort, at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, at Aquapark Tatralandia and Water park Bešeňová. If the provisions of these Business Terms and Conditions contain different regulation than general business terms and conditions related to the provision of services - the use of ski lifts and cableways and ski trails at individual resorts operated by TMR Company or at Štrbské Pleso resort or at Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort, at Centralny Ośrodek Sportu resort, at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, or at Aquapark Tatralandia or Water park Bešeňová (hereinafter referred to as the „**General Business Terms and Conditions**”) - the provisions of these Business Terms and Conditions shall prevail. To the extent in which these Business Terms and Conditions differ from the provisions of General Business Terms and Conditions, the provisions of these Business Terms and Conditions shall be decisive.

18. When purchasing and using services with the Season Ski Pass TMR+ŠPINDL+SZCZYRK, the legal relations between operator and client, as well as any legal relations arising thereof, shall be governed by legal regulations 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