



GENERAL BUSINESS TERMS AND CONDITIONS

SUMMER SEASON 2019

1. These General Business Terms and Conditions for the summer season 2019, issued by **1. Tatranská, akciová spoločnosť**, with its registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Identification Number: 31 395 783, registered in the Commercial Register of the District Court in Prešov, Section: Sa, File No.: 10427/P (hereinafter referred to as the “**Operator**”), govern the provision of services - transport by cableways at Štrbské Pleso resort.
2. Throughout the summer season 2019, the customer has the choice to buy a travel ticket (the “**Ticket**”) at the prices specified in the Price list issued by Operator for the summer season 2019. The contract on transportation shall be concluded at the moment when the customer boards the cableway (mountain transport facility) or enters the boarding station or boarding area of cableway (mountain transport facility), which is the area available to enter only with a valid Ticket. The price for Ticket does not include services provided by Mountain Rescue Team in the event of injury or sudden worsening of customers health during the time of using services provided by Operator. The customer can take out insurance to cover services provided by Mountain Rescue Team at Information Centre operated by Operator.
3. The Ticket issued by Operator is a contactless chip card - KEY CARD - listing the Ticket holder's identification data or without such data, depending on the type of the Ticket according to the Operator's Price List valid for the summer season 2019. The contactless chip card - KEY CARD - entitles the holder to use services provided at a resort operated by Operator, depending on the type of Ticket purchased according to the Operator's Price List which is valid for the summer season 2019. The deposit of EUR 2.00 for a contactless chip card applies to Ticket purchased at Operator's cash desk or Information Centre (*offline sale*). The deposit for the first (1.) issuance of a contactless chip card is not applicable if the Ticket is purchased through automated business points (GOPASS Tickets) at an Operator's resort. The deposit for the first (1.) issuance of a contactless chip card is not applicable if the Ticket is purchased through online shop of the GOPASS program (*online sale*), however, the holder of Ticket is obliged to pay the shipping costs of EUR 2.00/shipment for a contactless chip card. The Ticket holder may return the contactless chip card after using up the services which he/she is entitled to, depending on the type of Ticket in accordance with the Operator's Price List valid for the summer season 2019, daily during the operating times applicable to cableways (mountain transport facility) on any day and at any cash desk located at a resort operated by Operator, or at any resort operated by Tatra mountain resorts, a.s. (the “**TMR Company**”), or at Information Centre located at a resort operated by Operator or at any resort operated by TMR Company or with the automatic machine for the return of contactless chip card located at a resort operated by Operator or at any resort operated by TMR Company. The deposit for a contactless chip card in the amount of EUR 2.00 shall only be fully reimbursed if the card is returned undamaged. **The holder of Ticket purchased through automated business points (GOPASS Tickets) or through online shop of the GOPASS program (online sale) cannot return the contactless chip card.**
4. Tickets can be purchased through online shop of the GOPASS program under the conditions regulated by the business conditions with respect to online shop of the GOPASS program (www.gopass.sk). The sale of Tickets at Operator's cash desks or Information Centre or through automated business points (GOPASS Tickets) at a resort operated by Operator starts from 01/05/2019 during the operating times applicable to a resort operated by Operator and during the operating times as determined by Operator, depending on weather and operating conditions. The

sale of Tickets (*offline sale*) is made in cash payments into the cash register or in cashless payments by payment cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC for individual types of Tickets for prices specified in the Operator's Price List valid for the summer season 2019 which is published on Internet website www.vt.sk and www.gopass.sk and at a resort operated by Operator. The Tickets purchased offline (at cash desks or Information Centre) are valid 7 calendar days from the day of purchase and entitle the holder to the use of services according to the type of Ticket for the period of 7 calendar days from the day of purchase, unless different validity period applies to the Ticket according to Operator's Price List. The Tickets purchased online (through online shop of the GOPASS program (www.gopass.sk)) are only valid the day the Tickets are purchased for. The Tickets purchased through automated business point (GOPASS Tickets) at a resort operated by Operator are only valid on the day of purchase and the holder is entitled to the use of services according to the type of Ticket on the day of its purchase only.

5. Discounted Tickets:

- 5.1 Children up to 5.99 years are entitled to free use of services only if they are accompanied by an adult over the age of 18 years (maximum 2 children accompanied by 1 adult over the age of 18 years) during the time of using services. When the Ticket is purchased through online GOPASS program or through automated business points (GOPASS Tickets) (*online*), a customer must provide the correct date of birth when making a registration at www.gopass.sk. When the Ticket is purchased at a cash desk or Information Centre (*offline*), it is necessary to provide a child's health insurance card or any other document proving the age of a child for claiming this Ticket.
- 5.2 A person at the age of 60 and older is entitled to the "Senior" Ticket. When the Ticket is purchased through online GOPASS program or through automated business points (GOPASS Tickets) (*online*), a customer must provide the correct date of birth when making a registration at www.gopass.sk. When the Ticket is purchased at a cash desk or Information Centre (*offline*), it is necessary to provide an ID card for claiming this Ticket.
- 5.3 A holder of a severely disabled person card and a severely disabled person with a guide card is entitled to a discounted Ticket which falls under the Senior category due to disability. To claim a discounted Ticket due to disability which falls under the Senior category when purchasing the Ticket at a cash desk or Information Centre (*offline*) due to disability, a customer must provide an ID card and a severely disabled person card, or a severely disabled person with a guide card. The purchase of a discounted Ticket which falls under the Senior category due to disability through online shop of the GOPASS program (www.gopass.sk) shall be assessed upon a request made by a customer and emailed at info@gopass.sk. The Operator shall inform the customer about options and conditions for claiming a discount. The purchase of a discounted Ticket falling under the Senior category due to disability **is not possible** through automated business points (GOPASS Tickets).
- 5.4 Persons aged between 12 and 17.99 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the "Junior" Ticket. When the purchase of a Ticket is made through online GOPASS program (*online*), a customer must provide the correct number of an ID card when making a purchase at www.gopass.sk. When the Ticket is purchased at cash desk or Information Centre (*offline*), a customer must provide an ID card (health insurance card or any other document proving the age of a customer when it comes to customers younger than 15 years of age) or the ISIC, ITIC, EURO26, GO26 card for claiming this Ticket. The purchase of a "Junior" Ticket through automated business points (GOPASS Tickets) **is not possible** for holders of ISIC, ITIC, EURO26, GO26 cards.
- 5.5 Children aged between 6 and 11.99 years are entitled to the "Children" Ticket. When the Ticket is purchased through online GOPASS program or through automated business points

(GOPASS Tickets) (*online*), a customer must provide the correct date of birth when making a registration at www.gopass.sk. When the Ticket is purchased at cash desk or Information Centre (*offline*), a customer must provide the child's health insurance card or any other document proving the age of a child.

- 5.6** Discounts for organized groups: a 5 % discount of a total sum. The discount is possible to claim for Tickets purchased *offline* (at cash desks or Information Centre), when it comes to 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 be provided. When buying Tickets for organized group, it is necessary to submit a confirmation listing the number of group members and containing a stamp of an organization at a cash desk.
- 5.7** It is not possible to combine discounts. The best price applies to a customer.
- 6.** Transportation of small dogs and other animals by the cableways:
- 6.1** at the resort Vysoké Tatry – Štrbské Pleso
Transportation of small dogs or other small animals by cableways 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 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 type of small animal on one seat, the customer is obliged to inform a member of staff working on the cableways about such a fact, where more dogs or other small animals must belong to one client.
- 7.** The transportation of a disabled person in a wheelchair is due to operational reasons impossible.
- 8.** Individual types and kinds of Tickets and scope of services that the customer is entitled to with individual types and kinds of Tickets are listed in the Operator's Price List valid for the summer season 2019, published on Internet website www.vt.sk and www.gopass.sk, and at cash desks and Information Centre located at a resort operated by Operator or at cash desks and Information Centres located at individual resorts operated by TMR Company.
- 9. The Tickets are non-transferable. The Tickets issued in the name are non-transferable from the moment of their issuance. Any other Tickets become non-transferable from the moment they pass through the reading device (turnstile) the first time.**
- 10.** Operation and Operating times:
- 10.1** Operation of cableway at a resort depends on specific weather and operation conditions and is determined by Operator. Information about the operation of a resort (days of operation) is published on Internet website of the TMR Company www.vt.sk and at a resort operated by Operator.
- 10.2.** Operation of cableway is determined by Operator, depending on specific weather and operation conditions at a resort.
- 10.3.** The Operator is entitled to unilaterally change the operating times of the transport facility, not to start, discontinue or to stop the cableway operation in the event of technical failure, strong winds, electricity failure or other circumstances preventing safe transportation of customers (e.g. storm, gale, fog, hail, etc.). Information about weather conditions and operation are available daily at the Ticket sale points, as well as on Internet website www.vt.sk.
- 11.** Loss, theft and damage of the Ticket:
- 11.1.** Loss or theft of the Ticket
- 11.1.1** In the case of loss or theft of the Ticket, the Ticket holder is obliged to immediately notify the Information Centre or cash desk of Operator. The holder of a Ticket that was purchased at cash desk or Information Centre (offline sale) is in this case obliged

to produce the receipt of purchase of the Ticket and when it comes to Ticket issued in a name, to produce an ID of the person in whose name the Ticket was issued (or of their legal representative). In the event of loss or theft of Ticket that was purchased through automated business point (GOPASS Tickets) or through online shop of the GOPASS program (*online* sale), the Operator is entitled to ask the holder of Ticket for an email communication confirming the purchase. Only after reporting the loss or theft and after producing the required documents can the Ticket be blocked and the necessary information verified. The Ticket holder shall receive a replacement Ticket. The fee for issuance of a replacement Ticket is EUR 2.00. If a replacement Ticket purchased at cash desk or Information Centre of Operator (*offline* sale) is issued, the holder of Ticket must in addition to a fee for issuance of a replacement Ticket also pay a deposit of EUR 2.00 for a contactless chip card. The Ticket 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 the delay in the reporting of the loss or theft of the Ticket and of its blocking. The Ticket holder who fails to submit the documents referred to in this paragraph shall not be entitled to a replacement Ticket nor to any other form of compensation for the loss or the theft of the Ticket.

11.2 Damage to the Ticket

11.2.1 In the case of damage to the Ticket, the Ticket holder shall immediately notify the Information Centre or cash desk of Operator of such damage. The holder of a Ticket that was purchased at cash desk or Information Centre of Operator (*offline* sale) shall present, along with the damaged Ticket, the receipt of the purchase of this Ticket and if the Ticket was issued in a name, the ID of the person in whose name the Ticket was issued (or of their legal representative). In the event of damage to the Ticket that was purchased through automated business point (GOPASS Tickets) or through online shop of the GOPASS program (*online* sale), the Operator is entitled to ask the holder of Ticket for an email communication confirming the purchase. In the event of mechanical damage to the Ticket or if the encoding of the damaged Ticket is impossible, the Ticket holder shall receive a replacement Ticket. The Ticket holder is in this case obliged to pay a fee for issuance of a replacement Ticket in the amount of EUR 2.00. If a replacement Ticket purchased at cash desk or Information Centre of Operator (*offline* sale) is issued, the holder of Ticket must in addition to a fee for issuance of a replacement Ticket also pay a deposit of EUR 2.00 for a contactless chip card. The Ticket holder who fails to submit the documents referred to in this paragraph shall not be entitled to a replacement Ticket nor to any other form of compensation for the damaged Ticket.

11.3 Omission of a card

11.3.1 If the customer omits his/her card (KEY CARD) upon arrival at the resort, the provision of paragraph 11.1. of these General Business Terms and Conditions applies, i.e. a fee in the amount of EUR 2.00 for issuance of a replacement Ticket. In the event of issuance of a replacement Ticket purchased at cash desk or Information Centre of Operator (*offline* sale) and in the event of issuance of a replacement Ticket which was purchased through automated business point (GOPASS Tickets) or through online shop of the GOPASS program (*online* sale), a Ticket holder must, in addition to a fee for issuance of a replacement Ticket, pay also a deposit of EUR 2.00 for a contactless chip card.

12. Complaints and Reimbursement of Travel Costs:

- 12.1** The provision of services by Operator 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 cableway to the agreed or normal extent, quality, quantity and time.
- 12.3** The customer can claim the defects and services (a complaint) at the Information Centre operated by Operator or electronically by e-mail at strbske@vt.sk or in a written form at a [registered office of 1. Tatranská, akciová spoločnosť](#) within the period as specified by these General 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 or failure to provide transport to the agreed extent), 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 period is deemed met if the written complaint is served on the [1. Tatranská, akciová spoločnosť](#) on the first working day after the right to complaint actually arise.
- 12.5** When filing a complaint, a customer is obliged to submit a cash register receipt proving the purchase of the Ticket and an ID card. Once a 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 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 provided that the complaint cannot be handled immediately after its submission. In the settlement of a complaint, a customer is obliged to provide assistance as required by Operator.
- 12.6** The holder of a Ticket may be reimbursed by the Operator for the travel costs incurred the day on which they passed through the reading device - turnstile and the transport did not happen as a result of an operational failure of the transport facility lasting longer than 30 minutes, or if transport was not commenced on the cableway (mountain transport facility) due to operational or weather reasons. The reimbursement is as follows:
- 12.6.1.** 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 a reimbursement in the form of a replacement Ticket according to the type and kind of the Ticket the use of which was prevented for reasons defined herein, or to a reimbursement of the purchased Ticket according to the type and kind of the Ticket the use of which was prevented for reasons defined herein;
- 12.6.2.** in the case of a return Ticket, the customer shall be entitled to a reimbursement of travel costs of 50% of a return Ticket provided that the customer is transported only upwards from the start station to the target station (which means that the transportation downwards failed to be taken) due to reasons defined herein.
- 12.7.** Regarding the special offer Tickets (e.g. Special offer for loyal customers, etc.), the provision of compensation in the case of legitimate complaints is only valid during the validity of the special offer.
- 12.8.** **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 provision of reimbursement of the travel costs and to choose the method of reimbursement and the reimbursed amount.

- 12.9.** 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 day of sending the request by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity that is 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 competent 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 a ARS, Prievozská 32, post box 29, 827 99 Bratislava or by e-mail at ars@soi.sk or adr@soi.sk or b) another 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-spotrebiteľskych-sporov/146987s>), where the customer can choose which entity to address for the purposes of alternative dispute resolution. A customer may file a proposal for alternative resolution of his/her dispute through online 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-spotrebiteľskych-sporov.soi>.
- 13.** Transport cancellation on the part of a customer for subjective reasons prior to transport commencement:
- 13.1. If customer wishes to cancel the transportation due to subjunctive reasons (e.g. illness, injury or personal reasons) prior to the transport commencement**, however, within 24 hours before commencement of transport by transport facility at a resort on the day for which the Ticket is purchased, the customer must present a cash register receipt and in the case of a Ticket that was purchased through automated business point (GOPASS Point) or through online shop of the GOPASS program an e-mail communication confirming the purchase, and **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.** Principles for personal data processing:
Information concerning the personal data protection are contained in the Principles for Protection of Privacy and Personal Data Processing of TMR Group and is available on Internet website www.tmr.sk/o-nas/gdpr/.
- 15.** **By purchasing the Ticket and by using transport services by cableway, the customer undertakes to observe instructions given by authorized employees of Operator, transport instructions, these General Business Terms and Conditions, special business terms and conditions applicable to individual types of services, individual operation regulations, individual transport regulations. The customer undertakes to observe safety instruction and instructions given by authorised employees of Operator or persons designated by such an Operator, and generally binding legal regulations which**

- govern the movement of persons within the mountain area, in national parks and protected areas.** The customer is obliged to carry the valid Ticket with them all the time. The customer must present a valid Ticket any time he/she is asked by Operator's member of staff or person appointed by Operator for purposes of inspection.
16. The Operator is entitled to block (discard) the Ticket and prevent a customer from using transportation services by cableways if it discovers that the Ticket is being used by a person who is not entitled to use it, and when it comes to Tickets issued in the name by a person who is not listed as the holder of the Ticket or if the Operator through inspection discovers that the Ticket is used by a person who is not the person who used the Ticket for passing through the reading device (turnstile) the first time, and when it comes to other Tickets (*offline* sale), if the Operator through inspection discovers that the Ticket is used also by a person who did not use that Ticket for passing through the reading device (turnstile) the first time. Non-transferable Tickets are only valid with an ID card, or with a health insurance card or any other document proving the age of a child when it comes to children under 15 years, and when it comes to discounted Tickets, with a document proving the right to the issuance of a discounted Ticket. For purposes of inspection, Operator is entitled to request an ID card, a health insurance card or any other document proving the age of a child when it comes to children under 15 years, and when it comes to discounted Tickets, a document proving the right to the issuance of a discounted Ticket.
 17. **If the Ticket becomes discarded as a result of breach of General Business Terms and Conditions** (if the Ticket is misused, resulting in unauthorised use of transport services provided by Operator or if Section 15 or Section 18 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 Operator, nor has the customer any right to reimbursement of the price paid or of its aliquot part.**
 18. Without the consent of the Operator, there is a ban on the use of the cableways (mountain transport facilities), its seats, boarding and exit stations of the cableways (mountain transport facilities) for advertising purposes (e.g. to placing booths, advertising equipment, etc.). The Ticket does not entitle its holder to carry out any business or other gainful activities by whatsoever manner, including the boarding and exit station of transport facilities or on cableways or transport facilities, without the consent granted by Operator and without relevant licences according to generally binding legal regulations.
 19. The Operator reserves the right to refuse the client the provision of transport by cableway at a resort, or to proceed under Section 15 of these General Business Terms and Conditions (to block and discard the Ticket) if the client with his/her behaviour threatens or causes harm to property or to the legitimate interest of Operator, or to life, health or property of other clients and visitors of a resort or to environment, or he/she ignores recommendations, instructions and restriction given by Operator's member of staff or other authorized persons despite having been expressly warned.
 20. In the event of damage to property or health of a customer during the time of using the services provided by Operator the compensation of which the customer claims from the Operator, provided that the Operator's liability for such damage to the customer is proved by the customer, the customer is obliged to immediately inform the Operator about such damage and about the course of an event (immediately after the damage has occurred) once such damage occurs, and the customer shall do so at an Information Centre at a resort operated by Operator, and he/she shall cooperate with the Operator in order to clarify the course of an event and to inspect the place. In the event of damage to property, the compensation for damage shall be provided by means of restitution of a thing or things (provided that liability of the Operator for damage is established) if it is possible and efficient subject to Operator's consideration.

21. Governing law:
Any legal relations between Operator and customer in the purchase and use of services at individual resorts operated by Operator, as well as any legal relations arising thereof, shall be governed by law of the Slovak Republic.
22. These General Business Terms and Conditions shall become valid by the day of its publishing and come into effect on 01/05/2019 and shall be valid and effective throughout the summer season 2019. These General Business Terms and Conditions relate to the provision of services - the use of cableways at a resort operated by Operator. If provisions of business terms and conditions related to individual services provided by Operator on the basis of individual kinds of Tickets, according to the Price List issued by Operator, (hereinafter referred to as „**Special Business Terms and Conditions**“) contain regulations that differ 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 Business General Terms and Conditions.

At Štrbské Pleso on 30th April 2019

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