

GENERAL TERMS AND CONDITIONS

FUNTOOLS

SUMMER SEASON 2017

1. These General Terms and Conditions that are effective in the summer season of 2017 and were issued 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 process of providing services – summer attractions (hereinafter referred to as “**FUNTOOLS**”) at resorts operated by the TMR company, i.e. the resorts of Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Chopok Sever and Nízke Tatry – Chopok Juh. **FUNTOOLS include mountain carts and scooters on selected marked trails** as specified below:
 - 1.1 the resort of Vysoké Tatry – Tatranská Lomnica – section Štart – Tatranská Lomnica;
 - 1.2 the resort of ku Vysoké Tatry – Starý Smokovec – section Hrebienok – Starý Smokovec;
 - 1.3 the resort of Nízke Tatry – Chopok Sever – section Chopok – Biela Púť;
 - 1.4 the resort of Nízke Tatry – Chopok Juh – section Kosodrevina – Krupová.
2. During the summer season specified by the operator, clients can buy tickets for FUNTOOLS (hereinafter referred to as “**Tickets**”) or combo tickets for cable cars in the respective resort and FUNTOOLS (hereinafter referred to as “**Combo tickets**”) at prices and under conditions specified in the Price list published by the TMR company for the summer season of 2017. The price list is available at ticket offices in individual resorts operated by the TMR company or on the websites: www.vt.sk and www.jasna.sk.
3. Combo tickets are issued by the TMR company in the form of contactless chip cards – KEY CARDS. FUNTOOL tickets are issued in the form of FUNTOOL service receipts. Tickets or Combo tickets entitle their holders to use FUNTOOL services in the scope based on the types of the Tickets or Combo tickets in accordance with the Price list of the TMR company which is effective in the summer season of 2017. There is a 2 EUR deposit for each contactless chip card. Ticket holders can return their contactless chip cards once they finish using the services that their Tickets entitle them to based on the types of their Tickets and the Price list of the TMR company which is effective in the summer season of 2017 on any day and at any ticket office in resorts operated by the TMR company every day during the opening times of cableways or at information centres located in the resorts operated by the TMR company or at return-chip card machines located in the resorts operated by the TMR company. The 2 EUR deposits are paid back to the clients only if they return undamaged chip cards.
4. **Tickets and Combo tickets entitle their holders to use FUNTOOLS services only in the resort where the respective Tickets or Combo tickets have been purchased.**
5. **Combo tickets** entitle their holders to use FUNTOOL services along with cableway transport in a specific resort operated by the TMR company based on the Price list of the TMR company which is effective in the summer season of 2017.
6. **Tickets** entitle their holders to use FUNTOOL services without cableway transport.
7. Combo tickets are available at ticket offices or information centres in resorts operated by the TMR company where the FUNTOOL services are offered during the summer season. Combo tickets are sold at ticket offices for cash or cashlessly by using the following payment cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC. Every Combo ticket is valid only on the day it has been purchased for.
8. Tickets are available at the beginning of individual FUNTOOL tracks during the summer season. Tickets are sold only for cash.
9. Groups of more than 15 people can contact the operator’s staff in order to use the FUNTOOL services and the way these services can be provided.
10. By purchasing a FUNTOOL ticket, every client accepts the fact that based on the transport capacity of cableways and the weather conditions, they might have to wait for their downhill up to 90 minutes from the moment they get their carts or scooters (the decisive pick-up time is specified on individual rental certificates). If any client has to wait for 90 minutes or less after they pick up their cart or scooter, they are entitled neither to require any compensation nor to withdraw from the FUNTOOL service contract. If any client has to wait for longer than 90 minutes (90 + 1 minute), they are entitled to make a complaint at the operator as specified by these general terms and conditions.

11. **Clients with Combo tickets in the resort of Vysoké Tatry - Tatranská Lomnica** are obliged to pick up their carts or scooters at the interchange station of Štart no later than 45 minutes after they buy their Combo tickets. This does not apply if they are late due to operating reasons caused by the operator or due to bad weather and the respective limited or cancelled cableway operation. The decisive time for specifying the time of Combo ticket purchase is the time printed on the respective Combo ticket receipt.
12. **FUNTOOL services are not available for children under 12 years. FUNTOOLS can be used by children under 15 years only if they are accompanied by an adult over 18 years.**
13. **No discounts are offered to handicapped clients and based on the age.**
14. **Complaints policy:**
 - 14.1 Services are provided by the TMR company in accordance with Act No. 40/1964 Coll. Civil Code as subsequently amended and Act No. 250/2007 Coll. on Consumer Protection and changes and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended as well as other generally binding legal regulations.
 - 14.2 Every client is entitled to be provided with services in the regular extent, quality and amount or otherwise agreed extent, quality and amount.
 - 14.3 Every client can file a complaint regarding the provided services at information centres or ticket offices or cart and scooter pick-up facilities that are located in individual resorts operated by the TMR company or electronically via email on info@vt.sk , info@jasna.sk or in the form of a written complaint sent to the registered office of the TMR company within the time period specified in these general terms and conditions.
 - 14.4 In the case of any defects related to services, every client is obliged to set up a complaint immediately after having discovered the defects, however, no later than on the day the respective client becomes entitled to set up their complaint. Any later complaints shall not be accepted. In the case of a written complaint, the respective period is considered to be respected if the written complaint is delivered to the TMR company on the first working day after the respective client becomes entitled to set up their complaint.
 - 14.5 To set up a complaint, every client is obliged to present a Ticket or Combo ticket receipt and their ID. The provider will investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 workdays if the case is more complicated. The complaint will be dealt with within 30 days after it has been reported. To make a complaint, every client is obliged to provide their contact data that will be used for further notification in case the complaint cannot be resolved immediately. They are also obliged to cooperate with the operator in all respects required.
 - 14.6 If any client has to wait for their downhill for more than 90 minutes after they pick up their cart or scooter at the pick-up facility specified on the rental certificate, they are entitled to be paid the whole price back based on the respective Ticket receipt and the original rental certificate.
 - 14.7 If any client has to wait for their downhill for more than 90 minutes after they pick up their cart or scooter at the pick-up facility specified on the rental certificate, they – Combo ticket holders are entitled to be paid the whole price back and to be transported back to Tatranská Lomnica. Every client is obliged to set up their complaint at the scooter pick-up facility - Štart without undue delay once they find out about the reasons for their complaint. In such case, the client receives their financial compensation at the ticket office in Tatranská Lomnica once they present their receipts – vouchers issued by the staff at the pick-up facility and a copy of the complaint report. Clients are not entitled to set up a complaint if they do not pick up their cart or scooter at the pick-up facility of Štart within 45 minutes after they have purchased their Combo ticket. This does not apply if they are late due to operating reasons caused by the operator or due to bad weather and the respective limited or cancelled cableway operation. The decisive time for specifying the time of Combo ticket purchase is the time printed on the respective Combo ticket receipt.
 - 14.8 Clients with Combo tickets for Tatranská Lomnica – Skalnaté Pleso – Štart + cart/scooter are entitled to be transported to Tatranská Lomnica and paid the difference between the Combo ticket for Tatranská Lomnica – Skalnaté Pleso – Štart + cart/scooter price and the price of a return cableway ticket for Tatranská Lomnica – Skalnaté Pleso – Tatranská Lomnica back. Every client is obliged to file their complaint at the pick-up facility of Štart without undue delay once they find out about the reasons for their complaint. In such case, the client receives their financial compensation at the ticket office in Tatranská Lomnica once they present their receipts – vouchers issued by the staff at the pick-up facility and a copy of the complaint report.
 - 14.9 If any client has to wait for their downhill for more than 90 minutes after they pick up their cart or scooter at the pick-up facility specified on the rental certificate, they – Combo ticket holders are entitled to be paid the whole price back and transported back to Starý Smokovec. Every client is obliged to set up their complaint at the scooter/cart pick-up facility - Hrebienok without undue delay once they find out about

the reasons for their complaint. In such case, the client receives their financial compensation at the ticket office in Starý Smokovec once they present their receipts – vouchers issued by the staff at the pick-up facility and a copy of the complaint report. Clients are not entitled to set up a complaint if they do not pick up their cart or scooter at the pick-up facility of Hrebienok within 45 minutes after they have purchased their Combo ticket. This does not apply if they are late due to operating reasons caused by the operator or due to bad weather and the respective limited or cancelled cableway operation. The decisive time for specifying the time of Combo ticket purchase is the time printed on the respective Combo ticket receipt.

- 14.10 _____
- 14.11 _____
- 14.12 The operator reserves the right to investigate and resolve every complaint individually, considering its legitimacy, requirements of the respective client(s) and potential refund.
- 14.13 When setting up a complaint, every client is obliged to present their Ticket or Combo ticket receipt and rental certificate.
- 14.14 If any client – 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 with the way how the operator, i.e. the seller has dealt with their complaint or thinks 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 client, once asked by the client as mentioned above, the client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the 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, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or electronically on 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 client has the right to choose which of the above mentioned bodies for alternative dispute resolution he/she chooses to have his/her problem dealt with. To do so, the client 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>.
- 15.** Cases when FUNTOOL services are not used due to clients' subjective reasons:
- 15.1 If any client does not use the FUNTOOL services after they have purchased a Ticket or a Combo ticket but before they begin to use the FUNTOOL service based on their Ticket or Combo ticket at least partially, they are entitled to be paid the whole Ticket or Combo ticket price back.
- 15.2 If any client does not use the FUNTOOL services based on their Ticket or Combo ticket after they have begun to do so, they are not entitled to receive any financial or other compensation.
- 15.3 Item 15.2 of these General Terms and Conditions applies also in cases specified in item 11 of these General Terms and Conditions.
- 16.** The operation and opening times of FUNTOOLS are specified by the TMR company. TMR is entitled to change the opening times, decide not to open, interrupt the operation or close the FUNTOOLS facilities due to any reasons. The operator reserves the right to limit, interrupt or cancel the selling process of Tickets or Combo tickets.
- 17.** In bad weather conditions, when the surface is wet or in the case of technical maintenance of the track(s), FUNTOOLS are not available on the given day or for a part of the day based on the respective decision of the operator.
- 18.** By buying a Ticket or a Combo ticket and using FUNTOOL services, every client undertakes to respect the instructions of the operator's staff, the cableway transportation terms and conditions, the FUNTOOLS rules and as well as generally binding regulations related to the use of mountain resorts. Every client is obliged to have their valid Ticket or Combo ticket all the time while using the FUNTOOL services and show it to any member of the operator's staff if asked.
- 19.** The operator reserves the right to refuse to provide FUNTOOL services to clients or not to enable clients to use the services or to prevent clients from using the services temporarily or in future if the clients endanger or damage the property and/or interests of the operator or third parties, or the life or property of themselves, the operator and/or other resort clients by behaving inappropriately, or if they violate recommendations, instructions and restrictions of

the operator's staff or other authorised individuals. The same applies also if any client is under the influence of alcohol or narcotic drugs and psychotropic substances.

- 20.** If any client claims a compensation from the operator for any damage to their property or health that has been caused while using the FUNTOOL services and if the liability of the operator in such case is justified, the respective client is obliged to report such damage at the information centre of the respective resort operated by the operator without undue delay (i.e. immediately once they discover the damage) and to cooperate with the operator when clarifying the course of the event and inspecting the given location. If the responsibility of the operator is proved, the damage to the property is compensated (if possible and reasonable based on the decision of the operator) by returning the given piece(s) of property to the original condition.
- 21.** These General Terms and Conditions come into force and become effective on 01/05/2017 and are in force and effective during the summer season of 2017. These General Terms and Conditions apply to the provision of FUNTOOL services. If the provisions of these Terms and Conditions are different from the General Terms and Conditions of the operator, these Terms and Conditions shall be decisive and given priority to the General Terms and Conditions of the operator in every item or term they are different.