

GENERAL BUSINESS TERMS AND CONDITIONS WINTER SEASON 2018/2019

1. These General Business Terms and Conditions for the winter season 2018/2019, issued 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 (the "**Operator**"), govern the provision of services – transport via cableways and ski lifts, and the use of trails at Štrbské Pleso ski resort.
2. Throughout the winter season 2018/2019, the customer has the choice to buy a ski ticket (the "**Ski pass**") at the prices specified in the Price List for the winter season 2018/2019. Throughout the winter season 2018/2019, the customer has the choice to buy a travel ticket (the "**Ticket**") at the prices specified in the Price List for the winter season 2018/2019. The contract on transportation shall be concluded at the moment when the customer boards on the cableway (mountain transport facility) or enters the boarding station or boarding area of the cableways (mountain transport facility), which is the area available to enter only with a valid Ticket. Throughout the winter season 2018/2019 and on the days and trails determined by Operator, the Customer can purchase a Ski pass to use it for the services of **FRESH TRACK** (the "**FRESH TRACK**") at Vysoké Tatry – Štrbské Pleso ski resort, under the terms and conditions and at the prices specified in the Price List for the winter season 2018/2019 and published on the Internet website www.vt.sk. Operator makes decision about what trails are to be used for FRESH TRACK services depending on specific weather and snow conditions on the day the FRESH TRACK service is being offered. FRESH TRACK service is for good to excellent skiers (skiing is at a fast pace) and requires a minimum number of skiers in order to arrange it. A minimum number determined by Operator is five (5) on a particular day. A maximum number of participants on a particular day for FRESH TRACK service at Vysoké Tatry – Štrbské Pleso resort is forty-five (45). Participants making use of FRESH TRACK service can purchase an All-day Ski pass for a discounted price on the day the FRESH TRACK service is used.
3. The Ski pass and/or Ticket issued by Operator is a contactless chip card - KEY CARD - listing the Ski pass and/or Ticket holder's identification data or without such data, depending on the type of Ski pass and/or Ticket according to Price List valid for the winter season 2018/2019. The contactless chip card - KEY CARD - entitles the holder to use the services at Štrbské Pleso ski resort, where the scope of services depends on the type of Ski pass and/or Ticket purchased according to Price Lists valid for the winter season 2018/2019. The price of Ski pass includes the Mountain rescue services in the case of injury or sudden worsening of Customer's health during the time he/she uses services provided by TMR Company provided that the injury or sudden worsening of health occurs on the ski trail or track during the operating times of a resort. The deposit of EUR 2.00 for a contactless chip card applies to Ski pass and/or Ticket purchased at Operator's cash desk or Information Centre (off-line sale). The deposit for a contactless chip card is not applicable if the Ski pass and/or Ticket is purchased through automated business points (GOPASS Tickets) at Štrbské Pleso resort. The deposit for a contactless chip card is not applicable if the Ski pass and/or Ticket is purchased through on-line shop of the GOPASS program (on-line sale), however, the holder of Ski pass and/or Ticket is obliged to pay the shipping costs of EUR 2.00/shipment for a contactless chip card. The holder of Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator at at Štrbské Pleso resort (off-line sale) may return the contactless chip card after using up the days or services that the customer is entitled to with such a Ticket, and he/she may do so on any day throughout winter season 2018/2019 and at any cash desk found at Štrbské Pleso ski resort or at one of resorts operated by Tatry mountain resorts, a.s. (the "**TMR Company**")

daily between 8:30 am and 15:30 pm or at Information Centre located at Štrbské Pleso ski resort or at one of resorts operated by TMR Company or with the automated machine for collecting contactless chip card found at Štrbské Pleso ski resort or one of resorts operated by TMR Company. The deposit of EUR 2.00 for a contactless chip card is refunded in full only if the card is not damaged. **The holder of Ski pass and/or Ticket purchased through automated business points (GOPASS Tickets) or through on-line shop of the GOPASS program (on-line sale) cannot return the contactless chip card.**

4. Season Ski passes listed in the Price Lists that are valid for winter season 2018/2019 can be purchased from 01/11/2018 until the end of winter season 2018/2019 through on-line shop of GOPASS program (www.gopass.sk) or during operating times at Information Centres of the Štrbské Pleso resort or at Information Centres of ski resorts operated by TMR Company.
5. Ski passes and/or Tickets can be purchased at cash desks from the beginning of winter season 2018/2019. The sale of Ski passes and/or Tickets is made in cash payments into the cash register or in cashless payments by bank cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC. Ski passes and/or Tickets can also be purchased from the beginning of winter season 2018/2019 through on-line shop of the GOPASS program (www.gopass.sk). Individual types of Ski passes and/or Tickets can be purchased for prices listed in Price Lists valid for winter season 2018/2019, and under the terms and conditions set forth in the business terms and conditions governing the on-line shop of the GOPASS program (www.gopass.sk). Ski passes and/or Tickets can be purchased at Štrbské Pleso resort through automated business points (GOPASS Tickets) from the date determined by Operator, however, not earlier than the beginning of winter season 2018/2019, depending on what day occurs later. It applies to individual types of Ski passes and/or Tickets that are purchased at prices listed in Operator's Price List valid for winter season 2018/2019. The purchase of Ski passes and/or Tickets made through automated business points (GOPASS Tickets) depends on the offer displayed at the automated business point. Throughout the winter season 2018/2019, Operator reserves the right to decide about the extension of the types of Tickets sold through automated business points (GOPASS Tickets), as well as on the restriction or termination of sale of Ski passes and/or Tickets through automated business points (GOPASS Tickets). Ski passes for FRESH TRACK services can be purchased from the beginning of winter season 2018/2019 either at Information Centre Vysoké Tatry – Štrbské Pleso by means of cash payment into the cash register or in cashless payments by bank cards EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC until 15:00 pm at the latest on the day preceding the day the FRESH TRACK service is available, at prices listed in Price List valid for winter season 2018/2019. The Operator reserves the right to refuse the booking of FRESH TRACK service if the booking is made after 15:00 pm on the day preceding the day of FRESH TRACK service. The purchase of the FRESH TRACK service through online shop of the GOPASS program (www.gopass.sk) or through automated business points (GOPASS Tickets) is not possible.
6. The prices of Ski passes sold through online shop of the GOPASS program (www.gopass.sk) are understood as Flexi Prices. The prices of Ski passes sold at cash desks at Štrbské Pleso resort or through automated business points (GOPASS Tickets) are Fixed Prices. The prices of Tickets are understood as Fixed Prices. Information about the Fixed Prices are available at Price List valid for the winter season 2018/2019.
7. Discounted Ski passes:
 - 7.1. Children are entitled to free use of services until the day preceding the day of reaching the age of 6 years only if they use service accompanied by an adult over the age of 18 years (a maximum of 2 children accompanied by one adult over the age of 18 years). To claim this free use of services, it is necessary to produce the child's health insurance card.

- 7.2. A person older than 60 years is entitled to the "Senior" Ski pass and/or Ticket. To claim it, it is necessary to produce an identity card.
- 7.3. A holder of a severely disabled person card or a severely disabled person with a guide card is entitled to a discounted Ski pass and/or Ticket due to such disability. To claim a discounted Ticket due to disability, a customer must produce an identity card and a severely disabled person card, or a severely disabled person with a guide card. A purchase of a discounted Ticket due to disability through on-line shop of the GOPASS program (www.gopass.sk) is not possible. A purchase of a discounted Ski pass and/or Ticket due to disability through on-line shop of the GOPASS program (www.gopass.sk) or through automated business points (GOPASS Tickets) **is not possible**.
- 7.4. Persons older than 12 years until the day preceding the day of reaching the age of 18 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the "Junior" Ticket. To claim it, the customer must produce an identity card (children younger than 15 years, their health insurance card) or their ISIC, ITIC, EURO26, GO26 card. A purchase of a discounted Ski pass and/or Ticket for holders of ISIC, ITIC, EURO26, GO26 card through on-line shop of the GOPASS program (www.gopass.sk) or through automated business points (GOPASS Tickets) **is not possible**.
- 7.5. Children older than 6 years until the day preceding the day of reaching the age of 12 years are entitled to the "Children" Ticket. To claim it, a customer must produce the child's health insurance card.
- 7.6. Discounts for organized groups: a 5 % discount of the total sum. The discount is possible to claim when it comes to Ski passes and/or Tickets purchased off-line (at cash desks or Information Centres of the Štrbské Pleso resort) by organized groups with a minimum of 20 people in a single purchase of Tickets for the whole group. If a discount for organized groups has been provided, no additional discounts can further apply. When buying Ski passes and/or Tickets for an organized group, it is necessary to produce a confirmation at a cash desk, listing the number of the group members, along with the stamp of the organization.
- 7.7. It is not possible to combine discounts. The best price applies to the customer.
- 7.8. Transportation of small dogs and other animals by cableways:
Transportation of small dogs at Štrbské Pleso resort by cableway Solisko Expres is possible provided that the dog is accompanied by its owner, it has a basket muzzle and it is attached to a lead. Transportation of small dogs and other small animals is also possible provided that the animal is placed in a transportation cage. Only one small dog or another small animal may sit on one seat. In the case of transportation of more than one small dog or another small animal on one seat, a client is obliged to inform a cableway staff member on such a circumstance, where more dogs or other small animals must belong to one client.
In each individual case, Operator reserves the right to evaluate transportation of animals by cableways, including the client's obligation to pay the price for transportation of an animal which equals to a price of "Children" Ticket or the right to refuse the transportation of an animal by cableways. No legal entitlement applies to transportation of animals by cableways.
8. Ski passes:
- 8.1. Ski pass 1 ride:
- 8.1.1. "1 ride 2 sections", it means a one-way ride by 2 cableways, in particular Štrbské Pleso – Solisko + Furkota - Solisko.
- 8.2. Time Ski passes:
- 8.2.1. 1-day Ski pass is valid one day during the operating times in accordance with Section 9.2. and 9.3. of these General Business Terms and Conditions on the day of its purchase

- or on the day indicated on the contactless chip card. 1-day Ski pass is valid at ski resort Štrbské Pleso and Tatranská Lomnica and Starý Smokovec;
- 8.2.2. Afternoon Ski pass is valid from 13:00 pm on the day of its purchase until the end of operating times on the date of its purchase in accordance with Section 9.2. and 9.3. of these General Business Terms and Conditions and a customer can purchase it 5 minutes before the indicated validity, at the earliest, which is before 13:00 pm. The provisions of Section 8.2.1 apply to the Afternoon Ski pass accordingly;
- 8.2.3. Multi-day Ski passes Vysoké Tatry (2, 3, 4, 5 and 6-day) entitle the Ski pass holder to use cableways and ski lifts at Štrbské Pleso resort and ski resorts in Tatranská Lomnica and Starý Smokovec which are operated by Tatra mountain resorts, a.s.. Multi-day Ski passes Vysoké Tatry can be purchased through on-line shop of the GOPASS program (www.gopass.sk) or during opening times at Information Centres and cash desks at ski resorts operated by TMR Company in Tatranská Lomnica, Starý Smokovec and at Štrbské Pleso ski resort. Multi-day Ski passes Vysoké Tatry are valid from the date of purchase of a particular Multi-day Ski pass, or from the date indicated on the Ski pass for a period of consecutive calendar days, subject to the type of Multi-day Ski pass that a customer has purchased. Multi-day Ski passes do not entitle its holder to evening skiing;
- 8.2.4. Evening Ski pass is a separate ski ticket which is usually valid between 17:30 pm and 21:00 pm on cableways or ski lifts and ski trails intended for evening skiing in accordance with instructions and information provided by Operator, unless the Operator stipulates otherwise;
- 8.2.5. TMR+Špindl+Szczyrk Season Ski pass entitles its holder to use services at resorts operated by TMR Company, at Štrbské Pleso, Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, Centralny Ośrodek Sportu resort, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, during the daily operation of transport facilities throughout the winter season 2018/2019, as well as to use services at Aquapark Tatralandia, in particular all-day "Aqua Ticket" (excluding Celt Sauna World) and at Water park Bešeňová, in particular all-day "Aqua Ticket" (excluding Harmónia - wellness & spa) to the extent and in the manner regulated by special business terms and conditions of TMR Company. TMR+Špindl+Szczyrk Season Ski pass **is not valid** for the use of transportation services by elevated cableways Skalnaté pleso – Lomnický štít and **it is not valid** for evening skiing.
- 8.2.6. Šikovná sezónka Ski pass (Smart Season Ski Pass) entitles the holder of the Ski pass to use services of resorts operated by TMR Company and its business partners to the extent and in the manner regulated by the special business terms and conditions of TMR Company.
- 8.2.7. 5-day Ski passes for skiing courses are valid for organized ski courses with a minimum of 20 pupils/students who are not older than 25.99 years of age. Ski passes for skiing courses are valid for the period of 5 consecutive calendar days. Ski passes for skiing courses are valid from **Monday to Friday**. Ski passes for skiing course cannot be purchased and services cannot be used throughout the period between 25/12/2018 and 06/01/2019. Ski passes for skiing course cannot be used for slopes Lomnické sedlo at Vysoké Tatry – Tatranská Lomnica resort, nor it may be used at elevated cableway Skalnaté pleso – Lomnický štít. When purchasing Ski pass for a skiing course, it is necessary to present a list of names of pupils/students, containing the stamp of school facility, at the cash desk. In the case of Ski pass for a skiing course, **it is not** possible

to provide any other discount. A pedagogic supervisor (school teacher, tutor) is entitled to purchase the Ski pass for the price equal to student's price provided that 1 pedagogic supervisor is in charge of a minimum of 10 pupils/students and is employed by school, or is in similar employment relationship with the school whose pupils/students attend the skiing course. The confirmation of compliance with conditions shall be submitted by school whose pupils/students take part in the skiing course. Conditions applicable to the purchase and use of services according to Ski passes for skiing courses are available at internet website www.vt.sk and www.jasna.sk.

- 8.3. All 2-day and Multi-day Ski passes, as well as TMR+Špindl+Szczyrk Season Ski pass can be used for "Aqua Ticket" admission in Aquapark Tatralandia (excluding Celt Sauna World) and Water park Bešeňová, in particular "Aqua Ticket" (excluding Harmónia - wellness & spa). The Aqua Ticket entry means an all-day entry (excluding sauna and wellness world) throughout the winter season 2018/2019 and it can be used throughout the validity of Ski pass. Within the same day, it is possible to use entry either to Aquaparku Tatralandia or to Water park Bešeňová, or to only use services of one of resorts operated by TMR Company or at Štrbské Pleso, when it comes to TMR+Špindl+Szczyrk Season Ski pass at Špindlerův Mlýn resort, Szczyrkowski Ośrodek Narciarski resort, Centralny Ośrodek Sportu resort, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort. **Within the same day, it is not possible to combine the entry to Aquapark Tatralandia or Water park Bešeňová, or the use of services at one of resorts operated by TMR Company or at Štrbské Pleso.**
- 8.4. 2, 3, 4, 5 a 6-day Ski passes Vysoké Tatry purchased at Tatranská Lomnica resort, Štrbské Pleso or Starý Smokovec (except for Jakubková lúka resort) are possible to use also for Aqua Packet in Aquacity Poprad. The Aqua Packet means an all-day entry throughout the winter season 2018/2019 and it can be used throughout the validity of Ski pass. Within the same day, it is possible to use either the entry to Aquacity Poprad or the services of one of resorts Vysoké Tatry operated by TMR Company or at Štrbské Pleso. **Within the same day, it is not possible to combine the entry to Aquacity Poprad or the use of services of one of resorts Vysoké Tatry operated by TMR Company or at Štrbské Pleso. A customer must first use the Ski pass at one of resorts operated by TMR Company or at Štrbské Pleso. To use the Ski pass first in Aquacity Poprad is not possible.**
- 8.5. Tickets:
Individual types and kinds of Tickets and scope of services that the customer is entitled to are listed in Price List valid for winter season 2018/2019 which is published on the internet website www.vt.sk and www.gopass.sk, at automated business points (GOPASS Tickets) and at cash desks and Information Centres at resort operated by Operator or at cash desks and Information Centres at individual resort operated by TMR Company.
- 8.6. **All Ski passes and/or Tickets are non-transferable. The Ski passes and/or Tickets issued in the holder's name are non-transferable from the moment of their issuance. Any other Ski passes and/or Tickets become non-transferable from the moment they pass through the reading device (turnstile) the first time.** This provision does not apply to special types of Ski passes and/or Tickets determined to be transferable by Operator subject to terms and conditions specified by Operator, following an agreement with the customer.
9. Operation and Operating times:
- 9.1. Operation of individual transport facilities (cableways and ski lifts) at Štrbské Pleso resorts and individual resorts operated by TMR Company depends on specific weather conditions at individual resort.

- 9.2. Operating time of cableways and ski lifts and ski trails is specified by Operator, depending on the weather and operating conditions.
- 9.3. Unless otherwise specified by Operator, the operating time of cableways, ski lifts and ski trails is between 8:30 am and 15:30 pm from the beginning of winter season 2018/2019 until 31/01/2019 and between 8:30 am and 16:00 pm from 01/02/2019 until the end of winter season 2018/2019.
- 9.4. Operating time means the **daily operating time** during the day in the morning and in the afternoon at the times specified in Section 9.3, unless otherwise stipulated by Operator, and **evening operating time** means the operation in the evening at the times specified in the last sentence of Section 9.5.
- 9.5. **SKI TRAILS ARE CLOSED between 16:00 pm and 8:30 am from the beginning of winter season 2018/2019 until 31/01/2019 and between 16:30 pm and 8:30 am from 01/02/2018 until the end of winter season!** There is a risk of injury caused by cables of snow cannons and by machines maintaining the ski trails, especially of winding machines with the uncoiled ropes! In the event of evening skiing, the slope is possible to enter between 17:30 pm and 21:15 pm, unless otherwise stipulated by Operator.
- 9.6. Operator is entitled to unilaterally change the operating times of transportation facilities and ski trails. The information about snow conditions and operation of ski lifts, cableway and ski trails is available daily at the Ski pass and/or Tickets sale points, and on the internet website www.vt.sk.
- 9.7. If the service of FRESH TRACK is in operation, the operating times of transport facilities and ski trails which offer the FRESH TRACK services is between 07:15 am and 09:00 am at Vysoké Tatry – Štrbské Pleso resort throughout the winter season 2018/2019 on Thursday and Saturday, on the ski trails determined by Operator subject to weather and snow conditions; it is, however, only available to customers who purchase the FRESH TRACK services from Operator for a respective day. Operator reserves the right to change days and/or times for the use of FRESH TRACK services, as well as to cancel the provision of FRESH TRACK services on specific days, or to cancel it seasonally at any time throughout the winter season 2018/2019, including the day when the FRESH TRACK is supposed to take place, due to unfavourable weather and/or snow conditions or due to any operational reasons until 07:15 am on a respective day. The FRESH TRACK service is not available in the event of unfavourable weather and/or snow conditions.
10. Loss, theft and damage to Ski pass and/or Ticket:
- 10.1. Loss or theft of Ski pass and/or Ticket
- 10.1.1. In the case of loss or theft of the Ski pass and/or Ticket, a holder of such Ski pass and/or Ticket is obliged to immediately notify the Information Centre or cash desk of Operator about such circumstance. The holder of Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is in this case obliged to present a cash register receipt of purchase of Ski pass and/or Ticket. In the case of Ski pass and/or Ticket issued in a name, to produce an ID of the person in whose name the Ski pass and/or Ticket was issued (or of their legal representative). In the event of loss or theft of Ski pass and/or Ticket purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program, the Operator is entitled to ask the holder of Ski pass and/or Ticket for an email communication confirming the purchase. Only after reporting the loss or theft and after producing the required documents can the Ski pass and/or Ticket be blocked and the necessary information verified. The Ski pass and/or Ticket holder shall receive a replacement Ski pass and/or Ticket (when it comes to Multi-day Ski passes, with the number of unused days on the day of blocking the Ski pass). The fee for issuance of a replacement Ski pass and/or Ticket is EUR 2.00. If a replacement Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is issued, the

holder of Ski pass and/or Ticket, in addition to a fee for issuance of a replacement Ski pass and/or Ticket, must also pay a deposit of EUR 2.00 for a contactless chip card. The Ski pass holder is not entitled to a reimbursement of the amount paid or of the partial amount or to any other form of compensation for the days used due to delay in the reporting of the loss or theft of the Ski pass and of its blocking. The Ski pass and/or Ticket holder who fails to produce the documents referred to in this Section shall not be entitled to a replacement Ski pass and/or Ticket or to any other form of compensation for the loss or theft of Ski pass and/or Ticket.

10.2. Damaged Ski pass and/or Ticket

10.2.1. In the case of damage to the Ski pass and/or Ticket, the Ski pass holder shall immediately notify the Information Centre or cash desk of Operator about such circumstance. The holder of Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is in this case obliged to present a cash register receipt of purchase of Ski pass and/or Ticket along with the damaged Ski pass and/or Ticket. In the case of Ski pass and/or Ticket issued in a name, to produce an ID of the person in whose name the Ski pass and/or Ticket was issued (or of their legal representative). In the case of damage to the Ski pass and/or Ticket purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program, the Operator is entitled to ask the holder of Ski pass and/or Ticket for an email communication confirming the purchase. If the damaged Ski pass and/or Ticket is not possible to re-code, the holder of Ski pass and/or Ticket shall receive a replacement Ski pass and/or Ticket (when it comes to Multi-day Ski passes, with the number of unused days on the date of presenting the damaged Ski pass). In the event of mechanical damage to the Ski pass and/or Ticket, the holder of Ski pass and/or Ticket is in this case obliged to pay a fee of EUR 2.00 for issuance of a replacement Ski pass and/or Ticket. If a replacement Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is issued, the holder of Ski pass and/or Ticket, in addition to a fee for issuance of a replacement Ski pass and/or Ticket, must also pay a deposit of EUR 2.00 for a contactless chip card. The Ski pass and/or Ticket holder who fails to produce the documents referred to in this Section shall not be entitled to a replacement Ticket or to any other form of compensation for the damage to the Ski pass and/or Ticket.

10.3. Omission of a card:

10.3.1. If customer omits his/her card (KEY CARD) upon arrival at the ski resort, the provision of Section 10.1. of these General Business Terms and Conditions shall apply accordingly, i.e. a fee of EUR 2.00 for issuance of a replacement Ski pass and/or Ticket. If a replacement Ski pass and/or Ticket purchased at cash desk or Information Centre of Operator (off-line sale) is issued, the holder of Ski pass and/or Ticket, in addition to a fee for issuance of a replacement Ski pass and/or Ticket, must also pay a deposit of EUR 2.00 for a contactless chip card. A customer is obliged to pay the fees to the Operator when a replacement Ski pass or Ticket is issued.

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

11.1. 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.

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

- 11.3. The customer may claim the defects of services (a complaint) at the Information Centre of Štrbské Pleso resort or electronically by e-mail at reklamacia@tmr.sk or reklamacia@gopass.sk, or at a registered office of Operator of the Štrbské Pleso resort in writing within the period specified by these General Business Terms and Conditions.
- 11.4. The customer is obliged to claim the defects of services (a complaint) without undue delay after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport), but not later than within the following calendar day after the day on which the transport was meant to be provided or failed to be provided to the agreed extent, otherwise the right to complaint shall cease. In the event of a written complaint, the time limit is deemed met if the written complaint is delivered to Operator on the first business day after the right to complaint actually arises.
- 11.5. When making a complaint, the customer is obliged to present a cash register receipt and if the complaint relates to service purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program, the confirmation of purchase. Once the complaint is reviewed, the Operator shall immediately, or in complex cases within 3 business days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of its submission. For the purposes of the complaint, the customer shall provide their contact details by way of which the customer shall be informed of the method of handling the complaint, if it is not possible to settle the complaint immediately after its submission. In the settlement of the complaint, the customer is obliged to provide assistance required by the Operator.
- 11.6. The Ski pass holder may be reimbursed by the Operator for the travel costs incurred on a day on which they passed through the turnstile and the transfer did not happen as a result of an operational failure of the transport facility lasting longer than 60 minutes, and, at the same time, there was a reduction in the transport capacity of the transport facilities in the resort where the Ski pass holder passed through the turnstile on that day, provided that the Ski pass has not been used on that day used at other transport facilities found at Štrbské Pleso resort or if the transport was not commenced on any of the cableways at the ski resort, as follows:
 - 11.6.1. if the 4-seat cableway Štrbské Pleso – Solicko is out of operation:
 - 11.6.1.1. until 12:00 o'clock, to the reimbursement of travel costs in the form of a 1-day depot Ski pass valid at the resort Štrbské Pleso, Tatranská Lomnica, Starý Smokovec;
 - 11.6.1.2. from 12:00 o'clock, to the reimbursement of travel costs in the form of a 4-hour depot Ski pass valid at the resort Štrbské Pleso, Tatranská Lomnica, Starý Smokovec;
- 11.7. In the case of 1-day Ski pass, if the customer, no matter if partially, uses services he/she is entitled to with such a 1-day Ski pass, due to subjective reasons on the part of customer or due to injury incurred during the time of using services which he/she is entitled to, or due to illness, the compensation (either financial or non-financial) **shall not be provided**.
- 11.8. Regarding the special offer Ski passes (e.g. Special offer for loyal customers, etc.), the provision of compensation in the case of legitimate complaint is only valid during the validity of the special offer.
- 11.9. The Operator shall **not provide** any reimbursement of travel costs for the day on which the client passed through the reading device – turnstile and the transport failed to be commenced as a result of power failure lasting longer than 60 minutes and, at the same time, there was a reduction in the transport capacity of the transport facilities in the resort where the holder of the **Season Ski**

pass passed through the turnstile on that day, or the transport failed to be commenced on any cableway at ski resort.

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

12. **Tickets** - 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 may claim the defects of services (a complaint) at the Information Centre of Štrbské Pleso resort or electronically by e-mail at reklamacia@tmr.sk or reklamacia@gopass.sk or at a registered office of Operator of the Štrbské Pleso resort in writing within the period specified by these General Business Terms and Conditions.

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

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

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

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 reimbursement in the form of a replacement Ticket according to the type and kind of the Ticket the use of which was restricted for reason defined herein, or to reimbursement of the paid travel costs according to the type and kind of the Ticket the use of which was restricted for reason defined herein,

- 12.6.2. in the case if a return Ticket, the customer shall be entitled to reimbursement of the travel costs amounting to 50% of the return Ticket price provided that the customer is transported only upwards from the start station to the target station (that means that the transportation downwards failed to be taken) for reasons defined herein,
- 12.7. For special offer Tickets (e.g. Special offer for loyal customers, Plus7Dní, etc.), the provision of reimbursement in the case of legitimate complaint is only valid during the validity of the special offer.
13. **Ticket** - Transport cancellation on the part of a customer for subjective reasons prior to the transport commencement:
- 13.1. **If customer wishes to cancel the transport due to subjunctive reasons (e.g. illness, injury or personal reasons) prior to the transport commencement**, however, 24 hours at the latest before commencement of transport by transport facility at resort on the day for which the Ticket is purchased, the customer must present a cash register receipt and when it comes to Ticket that was purchased through automated business point (GOPASS Tickets) or through on-line shop of the GOPASS program, an e-mail communication confirming the purchase. **The Operator reserves the right to individually assess each case of such a cancellation of transport due to subjective reason on the part of customer before the transport commencement, as well as requirements of customer and provision of reimbursement of travel costs and to choose the method of reimbursement and the reimbursed amount.**
14. **The Operator reserves the right to individually assess each complaint over the services and to assess the legitimacy of the complaint and of the customer's requirements and to assess the provision of reimbursement of the travel costs and to choose the method of reimbursement and the reimbursed amount.**
15. If a customer - a consumer as a natural person, upon the conclusion and fulfilment of Consumer agreement does not act within the scope of its business activities, employment or job, is not satisfied with the way Operator as a seller handled the complaint or believes that Operator violated his/her rights, the customer has the right to seek remedies from Operator as a seller. If Operator upon the customer's request under the previous sentence either rejects such request or fails to reply within 30 days from the date the request is delivered by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity which responsible for alternative dispute resolutions, pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative resolution of consumer disputes, and on changes and amendment to certain acts. An entity which is competent to alternatively resolve consumer's disputes with Operator as a seller is a) the Slovak Trade Inspection that is possible to contact for the said purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozska 32, post box 29, 827 99 Bratislava or by e-mail at ars@soi.sk or adr@soi.sk or b) other legal person registered in the list of entities competent to resolve disputes alternatively, maintained by the Ministry of Economy of the Slovak Republic (a list of competent entities is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), where the customer can choose which entity to address for the purposes of alternative dispute resolution. A customer may file a proposal on alternative resolution of his/her dispute through on-line platform available at http://ec.europa.eu/consumers/odr/index_en.htm. For more information concerning the alternative resolution of consumer dispute, visit website of Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.
16. Protection of Personal Data:

- 16.1. Information about personal data protection is contained in the Principles of privacy protection and protection of personal data processing of the TMR Group and is available at Internet website www.tmr.sk/o-nas/gdpr/.
17. **By purchasing Ski pass and/or Ticket and by using services at ski resort operated by Operator, the customer undertakes to observe instructions given by authorized employees of Operator, transport regulations, these General Business Terms and Conditions, special business terms and conditions valid for individual types of services and the White Code which is published on company's website www.vt.sk and is available at cash desks and Information Centre.**
 18. Persons taking advantage of ski mountaineering at Štrbské Pleso resort (on ski trails and tracks) must, in addition to the above mentioned, comply with the **Rules of intended for ski mountaineers who move on ski trails and tracks and they must only use the sections of ski trails and tracks** that Operator determines for such purpose and which are published on Company website www.vt.sk and are available at Štrbské Pleso resort.
 19. Operator is entitled to discard (block) the Ski pass and/or Ticket and prevent the customer from using the services at ski resort if it discovers that the Ski pass and/or Ticket for the services offered at ski resort is used by a person not authorized to such use, in particular, Ski pass and/or Ticket issued in the name is used by a person who is not listed as the holder of the Ski pass and/or Ticket and who is not displayed on the contactless chip card (i.e. the name and photograph on the Ski pass and/or Ticket differ from the identification data listed on the ID card of the person being checked), and when it comes to other non-transferable Ski passes and/or Tickets, they are used by a person who is not the person who used the Ski pass and/or Ticket when passing through the reading device (turnstile) the first time. Non-transferable Ski passes and/or Tickets are only valid with a proof of identity, or with a health insurance card when it comes to children under 15 years, and when it comes to discounted Ski passes and/or Tickets, with a document proving the right to the issuance of the discounted Ski pass. Operator is entitled to discard (block) the Ski pass and/or Ticket and prevent the customer from using the services at ski resort operated by Operator and at ski resorts operated by TMR Company if it discovers that a client or person who uses Ski pass and/or Ticket deliberately or knowingly prevents the Operator from checking the non-transferability of the Ski passes and/or Tickets, mainly by misleading Operator about the identity of a person who uses the Ski pass and/or Ticket by changing clothes frequently (for example within one day) or covering face (with a face mask, scarf, etc.), or covering physically the monitoring device when passing through the reading device (turnstile).
 20. Operator is entitled to discard (block) the Ski pass and/or Ticket and prevent the customer from using the services at resort operated by Operator and at resorts operated by TMR Company if it discovers that a client or person using Ski pass and/or Ticket or person taking advantage of ski trails and/or tracks at Štrbské Pleso resort and at resorts operated by TMR Company has violated the White Code, The rules intended for skiing mountaineers who move on ski trails and track, or has threatened or caused harm to life, health or property of persons present at resort, or to that of Operator, or has failed to observe instructions given by employees of Operator; if the person is not a holder of Ski pass and/or Ticket, Operator is entitled to apply any legal measures in accordance with respective legal regulations for the purposes of protection and prevention from damage. **If Ski pass and/or Ticket becomes discarded due to a breach of General Business Terms and Conditions** (due to a misuse of Ski pass and/or Ticket and resulting unauthorized use of services provided by Operator or if Section 21 or Section 22 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.**
 21. Operator reserves the right to refuse a client the provision of transport by cableways and ski lifts, or the use of ski trails and tracks at ski resort, or to proceed under Section 19 and Section 20 hereof (to block

- Ski pass and/or Ticket) if the client, with his/her behaviour, threatens or causes harm to property or to the legitimate interest of Operator, or life, health or property of other clients and visitors of ski resorts, or to environment, or he/she ignores recommendations, instructions and restrictions passed by Operator's staff members who are in charge or by other authorized persons despite having been expressly warned by such authorized persons.
22. Ski pass and/or Ticket does not entitle its holder to carry out business or gainful activities of whatever nature (including the activities of ski schools) on ski trails and stop way ski areas without the approval of Operator, and without respective authorisations in accordance with the generally binding legal regulations. Without the consent of the Operator, there is a ban on the use of the ski trails and stop way ski areas for marketing purposes (for example to place the booths, marketing facilities, etc.).
 23. A skier younger than 15 (fifteen) years must protect his/her head on ski trails by wearing a properly adjusted safety helmet. A person who arranges activities on ski trails is obliged to ensure that a person younger than 15 (fifteen) years wears reflective safety clothing or reflexive safety elements that are visibly placed.
 24. If the customer incurs damage to property or health during the time of using services provided by Operator and the customer intends to claim damages from Operator if the Operator's liability is proved by the customer, the customer is in this case obliged to immediately (i.e. following the occurrence of a loss) notify the Operator about such damage and the course of events at Information Centre at a resort operated by Operator and to provide assistance to Operator in clarifying the course of events and inspecting the place. In the event of damage to property, the compensation for damage (if the Operator's liability is proved) shall be provided by means of restitution of a thing or things if it is possible and efficient subject to Operator's consideration.
 25. These General Business Terms and Conditions shall come into force and effect from the beginning of the winter season 2018/2019 as determined by the Operator and shall be valid and effective throughout winter season 2018/2019. These General Business Terms and Conditions relate to the provision of services - the use of ski lifts and cableways and ski trails - at ski resort operated by Operator. If provisions of the business terms and conditions related to individual services provided by Operator subject to individual types of Ski passes and/or Tickets according to the Price list (hereinafter referred to as "**Special Business Terms and Conditions**") contain regulation that differs from these General Business Terms and Conditions, the provisions of the Special Business Terms and Conditions are decisive and take precedence over the provisions of these General Business Terms and Conditions. The provisions of the Special Business Terms and Conditions are decisive to the extent in which the provisions of the Special Business Terms and Conditions differ from the provisions of these General Business Terms and Conditions.
 26. Any legal relations between the Operator and a client when purchasing and using the services with Ski passes and/or Tickets, as well as any legal relations arising thereof, shall be governed by law of the Slovak Republic.

Supervisory body

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