

## BUSINESS TERMS AND CONDITIONS

### Letná sezónka Jasná (Summer Season Pass Jasná)

#### SUMMER SEASON 2020

1. These Business Terms and Conditions for the summer season 2020, issued by **Tatry mountain resorts, a.s.**, with its registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of the District Court Žilina, Section: Sa, File No.: 62/L (hereinafter referred to as „**TMR Company**“ or „**Operator**“), adjust the provision of services - transport via cableways at the Jasná resort operated by TMR company in accordance with these Business Terms and Conditions; as well as the rights and duties related to *Letná sezónka Jasná (Summer Season Pass Jasná)* . These Business Terms and Conditions are valid in the resort Jasná.

2. During the summer season 2020, any customer is entitled to buy a season ticket the **Letná sezónka Jasná (Summer Season Pass Jasná)** in terms of individual offer of the Operator for the summer season 2020. Letná sezónka Jasná (Summer Season Pass Jasná) is valid at the resort Jasná from the beginning of the summer season 2020 depending on weather conditions and the decision of the Operator until 31/10/2020 or until the end of the summer season 2020, depending on weather conditions and the decision of the Operator if this date occurs before 31/10/2020 , during operating hours in accordance with Section 8.3 hereof.

3. Letná sezónka Jasná (Summer Season Pass Jasná) is issued by TMR Company is a contactless chip card – KEY CARD. The contactless chip card - KEY CARD - entitles its holder (a person in whose name Letná sezónka Jasná ( Summer Season Pass Jasná) is issued) to use services provided at the resort Jasná within the scope of services as specified on Internet website [www.gopass.travel](http://www.gopass.travel).

4. A customer can purchase Letná sezónka Jasná ( Summer Season Pass Jasná) in the period between 30/04/2020 and 31/10/2020 only online through the Internet website [www.gopass.travel](http://www.gopass.travel). The price of Letná sezónka Jasná (Summer Season Pass Jasná) **49,- EUR**. Prices of discounted Letná sezónka Jasná (Summer Season Pass Jasná) are listed in the Price list of TMR company and on the web site [www.jasna.sk](http://www.jasna.sk).

4.1 Letná sezónka Jasná (Summer Season Pass Jasná) entitles its holder to use services at the resort Jasná throughout **daily operation** of transport facilities from the beginning of the summer season 2020, depending on weather conditions and the decision of the Operator until 31/10/2020 or

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until the end of the summer season 2020, depending on weather conditions and the decision of the Operator if this date occurs before 31/10/2020

**5.** After purchasing Letná sezónka Jasná (Summer Season Pass Jasná) and making payment the Pass holder's account will be charged with twenty (20) coupons, which enable him to use transport via cableways of the Jasná resort specified by the Operator based on the activating of individual coupons directly in the GOPASS account. The holder of the Letná sezónka Jasná (Summer Season Pass Jasná) is obliged to activate individual coupons always on the specific day (date). Letná sezónka Jasná (Summer Season Pass Jasná) entitles its holder on specified day only on one ride upwards and downwards on each cableway, which is operating on the specified day. After using the coupons the holder's account will be recharged with another twenty (20) coupons, even repeatedly until the end the Letná sezónka Jasná (Summer Season Pass Jasná) validity.

**6.** Discounted Letná sezónka Jasná (Summer Season Pass Jasná) :

**6.1** A person at the age of 60 and older is entitled to Letná sezónka Jasná „Senior” ( Summer Season Pass Jasná „Senior”). To claim the Letná sezónka Jasná „Senior” (Summer Season Pass Jasná „Senior”) via the online GOPASS program a customer is required to provide his/her date of birth when making a registration through [www.gopass.travel](http://www.gopass.travel).

**6.2** A person aged between 12 and 17.99 or holder of ISIC, ITIC, EURO26, GO26 cards is entitled to the Letná sezónka Jasná „Junior” ( Summer Season Pass Jasná „Junior”). To claim this ticket via the online GOPASS program [www.gopass.travel](http://www.gopass.travel) a customer is required to provide his/her date of birth and a number of their ISIC, ITIC, EURO26, GO26 card.

**6.3** A person aged between 6 and 11.99 is entitled to the Letná sezónka Jasná „Deti” ( Summer Season Pass Jasná „Deti”). To claim this ticket via the online GOPASS program a customer is required to provide the child's birthdate when making a registration through the online GOPASS program [www.gopass.travel](http://www.gopass.travel).

**6.4** Reduced rates for Letná sezónka Jasná ( Summer Season Pass Jasná ) are listed in the Price list of the TMR Company and the web site [www.jasna.sk](http://www.jasna.sk).

**6.5** Discounts cannot be combined. The best price applies to the customer.

**6.6** For purposes of assessing the entitlement to a discounted Letná sezónka Jasná (Summer Season Pass Jasná), a criterion for assessing such an entitlement under Section 6 of these Business Terms and Conditions shall be decisive as of the date of purchase of Letná sezónka Jasná ( Summer Season Pass Jasná ) (not the date of the use of services on the basis of Letná sezónka Jasná ( Summer Season Pass Jasná )).

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**6.7** Claiming a discount due to disability (severely disabled person, severely disabled person with a guide) shall be considered on the basis of a request made by a customer who shall be informed of the terms and conditions for claiming such a discount by the Operator.

**6.8** If a customer fails to claim a discount at the time of purchase of the Letná sezónka Jasná ( Summer Season Pass Jasná ) NO OTHER DISCOUNT can further be provided!

**7.** **Letná sezónka Jasná ( Summer Season Pass Jasná) becomes non-transferable from the moment of its purchase.**

**8.** Operation and Operating time:

**8.1** Operation of the resort Jasná (during operation days) depends on specific weather and operation conditions and is determined by the Operator. Information about the resort Jasná (operation days) are published on the internet website of TMR Company [www.jasna.sk](http://www.jasna.sk).

**8.2** Operation of individual transport facilities (cableways and ski-lifts) at the resort Jasná depends on weather and operation conditions as well as the Operator's decision and is published on the internet website of TMR Company [www.jasna.sk](http://www.jasna.sk).

**8.3** Operating time of the cableways and ski-lifts at the resort Jasná is determined by the Operator depending on weather and operation conditions at the resort Jasná and is published on the internet website of TMR Company [www.jasna.sk](http://www.jasna.sk).

**8.4** Operating time of the cableways and ski-lifts is reported by the Operator at the resort by individual cableways and ski-lifts and the the internet websites of the Operator.

**8.5** Operating time is determined as daily operation time, which presents operation during the day in the morning and afternoon hours stated on the internet website [www.jasna.sk](http://www.jasna.sk).

**8.6** Operators are entitled to unilaterally change the operating time of the transport facilities and ski trails at individual resorts. Information about the operation of ski lifts and cableways is available daily at individual resorts, as well as on the Internet website [www.jasna.sk](http://www.jasna.sk).

**9.** Concerning loss, theft, damage, omitting of the card, as well as other questions referred to these unregular business terms and conditions , regulations of general business terms and conditions for the summer season 2020 are valid.

**10.** Complaints and Reimbursement of Travel Costs:

**10.1** The provision of services provided by TMR Company shall be governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak

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National Council No. 372/1990 Coll. on Offences, as amended, and by other generally binding legal regulations that are valid within the territory of the Slovak Republic.

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

**10.3** The customer is entitled to claim the defects of the services (a complaint) at the resort Jasná or online via email [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) or [reklamacia@tmr.sk](mailto:reklamacia@tmr.sk) or in a written form at the registered office of the TMR Company within the period as stipulated by these Business Terms and Conditions. The customer is obliged to claim the defects of services (a complaint) immediately after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport), but not later than within the calendar day following the day on which the transport failed to be initiated, otherwise the right to complaint shall cease. In the event of a written complaint, the time limit shall be deemed met provided that the written complaint is served on the TMR Company on the first business day following the day of the right to make a complaint.

**10.4** When making a complaint, a customer is obliged to present an ID card and confirmation of purchase of service. Once the complaint is reviewed, the Operator shall immediately, or in complex cases within 3 business days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of the submission thereof. For the purposes of the complaint, the customer shall provide their contact details using which the customer shall be informed of the method of handling the complaint, in the event the complaint cannot be settled immediately after its submission. The customer is obliged to assist the Operator in the settling of the complaint.

**10.5** **The Operator shall not provide** the compensation of travel costs for the day on which the customer passed the reading device - turnstile, and the transfer did not happen as a result of an operational failure of transport facility for the period lasting longer than 60 minutes, and, at the same time, there was a reduction in transport capacity of the transport facilities of the resort at which the Letná sezónka Jasná (Summer Season Pass Jasná ) holder passed through the turnstile on that day, or if the transport was not commenced on any of the cableways at the ski resort.

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

**10.8** If a customer - a consumer as a natural person, upon the conclusion and fulfilment of consumer agreement does not act within the scope of its business activities, employment or job, is

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not satisfied with the way Operator as a seller has handled his/her complaint or believes that Operator violated his/her rights, the customer has the right to seek remedies from Operator as a seller. If Operator upon the customer's request under the previous sentence either rejects such a request or fails to reply within 30 days from the date the request has been sent by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity responsible for alternative dispute resolutions pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative resolution of consumer disputes, and on changes and amendment to certain acts. A competent entity to alternatively resolve consumer disputes with Operator as a seller is a) the Slovak Trade Inspection that is possible to contact for the said purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov and ARS, Prievozská 32, post box 29, 827 99 Bratislava or by e-mail at [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto: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-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 on alternative resolution of his/her consumer dispute through on-line platform for alternative dispute resolutions available at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm). For more information concerning the alternative resolution of consumer disputes, visit Internet website of Slovak Commercial Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

#### **11. Rules for processing personal data:**

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

**12.** By purchasing the Letná sezónka Jasná (Summer Season Pass Jasná ) and by using services a customer undertakes to observe instructions given by authorized employee of the Operator, transport conditions, these Business Terms and Conditions, general business terms and conditions, individual operating. A customer undertakes to observe safety instructions and instructions given by authorised members of staff of Operator or persons designated by them.

**13.** The TMR Company is entitled to discard (block) the card and prevent the customer from using the services **if they discover that the card for services provided at the resort is used by a person who is not authorised for such a use** and such a person is not listed as a holder of the Letná sezónka Jasná (Summer Season Pass Jasná ) is only valid with a proof of identity, or with a health

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insurance card when it comes to children under 15 years or with any other document confirming the age of a child. **If the card becomes discarded due to a breach of these Business Terms and Conditions or general business terms and conditions** (due to a misuse of the card and resulting unauthorized use of services provided by Operator at individual resorts or in the event of violation of Section 12, 13 or 14 of these Business Terms and Conditions), **a customer has no right to any financial or non-financial compensation for not being able to use services at individual resorts, nor to a refund of the price paid or of its proportionate part.**

**14.** Letná sezónka Jasná (Summer Season Pass Jasná ) shall not entitle their holder to carry out any business or other gainful activities by any other means (e.g. via internet) without consent granted by the Operator and without the relevant licences according to generally binding legal regulations. Without the consent of the Operator, there is a ban on the use of the ski trails and stop way ski areas for advertising purposes (for example to place the booths, advertising facilities, etc.).

**15.** These Business Terms and Conditions shall come into force and effect on 01/05/2020 and shall be valid and effective throughout the summer season 2020. These Business Terms and Conditions apply to the provision of services - the use of ski lifts and cableways at the resort Jasná. If the provisions of these Business Terms and Conditions contain different regulation than general business terms and conditions related to the provision of services - the use of ski lifts and cableways and ski trails at individual resorts operated by TMR Company (hereinafter referred to as the „**General Business Terms and Conditions**”) - the provisions of these Business Terms and Conditions shall prevail. To the extent in which these Business Terms and Conditions differ from the provisions of General Business Terms and Conditions, the provisions of these Business Terms and Conditions shall be decisive.

### **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

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