

GENERAL TERMS AND CONDITIONS SUMMER SEASON 2022

1. These general terms and conditions of the 2022 summer season defined 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 provision of services – transport by cableways in individual resorts operated by the TMR company as well as related rights and duties. These general terms and conditions apply to the resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Štrbské Pleso and Jasná.
2. Any customer can buy a travel ticket (hereinafter referred to as “**Ticket**”) during the 2022 summer season – at a price specified in the price list of the TMR company valid in the 2022 summer season (hereinafter referred to as “**Ticket**”). The respective transport agreement is considered to be concluded from the moment the customer enters a lower cableway station or a cableway boarding zone which is accessible only for clients with valid Tickets. The Ticket price does not include Mountain Rescue Service costs in the case of an injury or sudden deterioration of health of the Ticket owner that might happen while using services provided by the TMR company. Every customer can take out mountain insurance under conditions specified by the operator.
3. Tickets are issued by TMR as contactless KEY CARDS and include or don't include identification details of their holders depending on the type of individual Tickets based on the price lists of the TMR company valid in the 2022 summer season. Every contactless KEY CARD entitles the respective Ticket holder to use services offered in individual resorts operated by the TMR company according to the type of the purchased Ticket based on the price lists of the TMR company valid in the 2022 summer season. Every Ticket purchased in any resort operated by the TMR company (*offline sale*) includes a EUR 2 deposit for a contactless key card. Every Ticket purchased at an automated ticket machine (*GOPASS Tickets*) in any resort operated by the TMR company (*offline sale*) includes a EUR 2 deposit for a contactless key card. Every Ticket purchased via the GOPASS internet shop (*online sale*) includes a EUR 2 deposit for a contactless key card. Every holder of a Ticket purchased in any resort operated by the TMR company (*offline sale*) can return their contactless key card after they use the respective services that their Ticket entitles them to based on the price list of the TMR company valid for the 2022 summer season. They can do so at any ticket office in any resort operated by the TMR company on any day of the 2022 summer season during the opening times of cableways or at any key card return machine located in any resort operated by the TMR company. The EUR 2 deposit for the contactless key card will be returned to the customer only if the card is not damaged. **Holders of Tickets purchased at automated ticket machines (GOPASS Tickets) or via the GOPASS internet shop (online sale) cannot return their contactless Gopass cards.**
4. Tickets are sold via the online shop of the GOPASS programme under conditions specified in the general terms and conditions of the online shop of the GOPASS programme (www.gopass.travel). Tickets can be purchased at ticket offices or in client centres in individual resorts operated by the TMR company (*offline sale*) or via automated ticket machines (*GOPASS Tickets*) in individual resorts operated by the TMR company from 1.5.2022 on days when individual resorts are opened and during the respective opening times which are specified by the operator based on weather and operational conditions. Tickets purchased *offline* can be paid for in cash or by card (EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC). Individual types of Tickets can be purchased at prices specified in the Price list of the TMR company valid in the 2022 summer season which is published on the websites of the TMR company (www.vt.sk, www.jasna.sk, www.gopass.travel) and in individual resorts operated by the TMR company. Contactless payment is preferred due to hygiene reasons. Tickets purchased *offline* in the resorts: Vysoké Tatry – Tatranská Lomnica or Vysoké Tatry – Starý Smokovec or Štrbské Pleso or Jasná are valid for 7 calendar days from the day of purchase and entitle their holders to use services based on the type of individual Tickets no later than 7 days from the day of the Ticket purchase unless another validity period is specified for specific types of Tickets in the price list of the

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031 01 Liptovský Mikuláš 1, Slovensko



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operator. Tickets purchased *online* (via the online shop of the GOPASS programme (www.gopass.travel) are valid on the day of purchase and entitle their holders to use services based on the type of individual Tickets on the day of purchase. Tickets purchased at automated ticket machines (*GOPASS Tickets*) in any resort of the operator are valid on the day of purchase and entitle their holders to use services based on the type of individual Tickets on the day of purchase. Due to hygiene reasons, buying Tickets via the online shop of the GOPASS programme www.gopass.travel (*online sale*) is recommended.

5. Prices of Tickets are flexible.

6. Discounted Tickets:

- 6.1 Children up to 5.99 years of age can use services for free, but only if they do so in the company of an adult person over 18 years (max. 2 children with 1 adult person older than 18 years). To claim the free service use when buying a Ticket through the online shop of the GOPASS programme (*online*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the free service use when buying a Ticket in any resort of the operator (*offline*), every customer must show the health insurance card of the respective child or another document that would prove its age.
- 6.2 Individuals aged 60 and more are entitled to buy discounted “*Senior*” category Tickets. To claim the discount when buying a Ticket through the online shop of the GOPASS programme (*online*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the discount when buying a Ticket through automated ticket machines (*GOPASS Tickets*), every customer is obliged to enter the correct date of birth when registering. To claim the discount when buying a Ticket in any resort of the operator (*offline*), every customer must show their ID.
- 6.3 Holders of disability cards with or without companions are entitled to buy discounted “*Senior*” category Tickets. To claim the discount when buying a Ticket through the online shop of the GOPASS programme (*online*) or through automated ticket machines (*GOPASS Tickets*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the discount when buying a Ticket in any resort of the operator (*offline*), every customer must show their ID and their disability card. When buying a discounted a Senior category Ticket for a disabled person through the online shop of the GOPASS programme (www.gopass.travel), every customer must send an official request to the email address info@gopass.sk (before buying their Ticket). The email address shall be used by the operator to inform the respective customer about the possibility and terms of using the discount. Discounted Senior category Tickets **cannot be purchased** for disabled persons at automated ticket machines (*GOPASS Tickets*).
- 6.4 Children aged 12 – 17.99 years or holders of ISIC, ITIC, EURO26, GO26 cards are entitled to buy discounted “*Junior*” category Tickets. To claim the discount when buying a Ticket through the online shop of the GOPASS programme (*online*), every customer is obliged to enter the correct card number when shopping on www.gopass.travel. To claim the discount when buying a Ticket in any resort of the operator (*offline*), every customer must show their ID (customers up to 15 years of age must show their health insurance cards or other documents proving the age) or their ISIC, ITIC, EURO26, GO26 card. “*Junior*” tickets **cannot be purchased** by ISIC, ITIC, EURO26, GO26 card holders at automated ticket machines (*GOPASS Tickets*).
- 6.5 Children aged 6 – 11.99 years are entitled to buy discounted “*Kids*” category Tickets. To claim the discount when buying a Ticket through the online shop of the GOPASS programme (*online*), every customer is obliged to enter the correct date of birth when registering on www.gopass.travel. To claim the discount when buying a Ticket in any resort of the operator (*offline*), every customer must show the health insurance card of the child or another document that would prove the age.
- 6.6 Discounts for organised groups: 5% off the total price, the discount applies to Tickets purchased *offline* (at ticket offices and in information centres of the operator in individual resorts operated by the TMR company) for organised groups of min. 20 members (the Tickets must be purchased collectively for the whole group). Group discounts cannot be combined with other discounts. When buying Tickets for organised groups, an application form including the number of the group members and the stamp of the respective organisation must be presented at the ticket office.
- 6.7 **Discounts cannot be combined. Every customer can choose the best price.**

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- 6.8** Discounted tickets do not apply to the cable car operating in the Vysoké Tatry – Tatranská Lomnica resort between Skalnaté pleso and Mt Lomnický štít (and back).
7. Transport of small dog breeds and other animals by cableways:
- 7.1 In the Jasná resort:**
Small dog breeds can be transported by all cableways if they are accompanied by their owners, wear muzzles and are leashed. Small dog breeds and other animals can be transported also by using transport cages. Only one small dog breed or one other small animal can be transported on one lift chair. If any client wants to transport more than one small dog breed or one other small animal on one lift chair, they are obliged to inform the cableway staff. In such case, the small dog breeds or small animals must be owned by one and the same client. If a dog or another animal **cannot be put into a handbag or a pet carrier**, the respective animal owner **must buy a cableway ticket for their dog or other animal at the price of EUR 10/animal**. The operator reserves the right to refuse to transport any animal with cableways.
- 7.2 In the resorts: Vysoké Tatry – Tatranská Lomnica and Vysoké Tatry – Starý Smokovec:**
Small dog breeds can be transported by all cableways (except the chairlift in Lomnické sedlo and the cable car operating to Mt Lomnický štít) if they are accompanied by their owners, wear muzzles and are leashed. Small dog breeds and other animals can be transported also by using transport cages. If a dog or another animal **cannot be put into a handbag or a pet carrier**, the respective animal owner **must buy a cableway ticket for their dog or other animal at the price of EUR 10/animal in the resort of Vysoké Tatry – Tatranská Lomnica and at the price of EUR 6/animal at the funicular that operates between Starý Smokovec – Hrebienok**. The operator reserves the right to refuse to transport any animal with cableways.
- 7.3 In the Štrbské Pleso resort:**
Small dog breeds can be transported by all cableways if they are accompanied by their owners, wear muzzles and are leashed. Small dog breeds and other animals can be transported also by using transport cages. Only one small dog breed or one other small animal can be transported on one lift chair. If any client wants to transport more than one small dog breed or one other small animal on one lift chair, they are obliged to inform the cableway staff. In such case, the small dog breeds or small animals must be owned by one and the same client. If a dog or another animal **cannot be put into a handbag or a pet carrier**, the respective animal owner **must buy a cableway ticket for their dog or other animal at the price of EUR 9/animal**. The operator reserves the right to refuse to transport any animal with cableways.
- 7.4** The operator reserves the right to decide about every animal transport request individually.
- 7.5** Animal transport by cableways cannot be claimed legally.
8. Every physically handicapped customer on a wheelchair who wants to travel with a cableway or any adult who accompanies such handicapped customer is obliged to inform the operator about the handicap when buying their Ticket and ask for necessary help. Based on such request, the operator shall ensure assistance for the physically handicapped passenger so that they can embark and disembark the means of transport more comfortably. To arrive at the embarkation area, the handicapped passenger shall arrange everything by themselves in cooperation with their companion. Members of the operator's staff who are on duty at the respective cable car, funicular or chairlift shall help the handicapped passenger to embark and disembark the means of transport. To do so, the respective cable car, funicular or chairlift must be stopped at the station.
- Specific transportation terms:
- 8.1 In the Jasná Sever (North) resort**, transport of handicapped passengers on wheelchairs is very complicated due to the technology of the cableway facilities.
- 8.2 In the Jasná Juh (South) resort**, handicapped passengers on wheelchairs can travel with cableways only if each of them is accompanied at least by one adult companion.
- 8.3 In the Vysoké Tatry – Tatranská Lomnica resort**, handicapped passengers on wheelchairs can travel with cableways only if each of them is accompanied at least by one adult companion. The cable car (KLD4) on the route Tatranská Lomnica – Štart can be used by handicapped passengers on wheelchairs only if their wheelchairs are not wider than 58 cm. Cable car transport of handicapped

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passengers on the route Skalnaté pleso – Mt Lomnický štít is available only for passengers with folding wheelchairs. However, every passenger on a wheelchair must note that the areas of the lower and upper cable car stations as well as on top of Mt Lomnický štít are not wheelchair-friendly (not barrier-free) as 4 storeys (80 stairs) must be climbed in the upper station building and there is no lift or escalator. If any passenger on a wheelchair decides to use cable car transport on the route Skalnaté pleso – Mt Lomnický štít, they must be accompanied by at least two other adult passengers.

- 8.4 In the Vysoké Tatry – Starý Smokovec resort**, handicapped passengers on wheelchairs can travel with the funicular only if each of them is accompanied at least by one adult companion.
- 8.5 In the Štrbské Pleso resort**, transport of handicapped passengers on wheelchairs is very complicated due to the technology of the cableway facilities.
- 9. Due to safety reasons, children younger than 12 years or smaller than 140 cm can travel with cableways only if they are accompanied by an adult person older than 18 years (max. 2 children younger than 12 years or smaller than 140 cm with 1 adult older than 18 years).**
- 10. Bicycles/scooters cannot be transported by cableways in the resorts: Jasná, Štrbské Pleso and Tatranská Lomnica.**
- 11. Individual types of Tickets and the scope of services that they entitle their holders to are specified in the price list of the TMR company valid in individual resorts operated by the TMR company for the 2022 summer season, published on the websites of the TMR company: www.vt.sk, www.jasna.sk, www.gopass.travel and available in individual resorts operated by the TMR company.**
- 12. All Tickets are non-transferable. Tickets are issued for specific holders (and their names) and are non-transferable for the moment they are issued. Other Tickets become non-transferable from the moment their holders pass the first turnstile (reader) with them.**
- 13. Operation and opening times:**
- 13.1** The operation of individual resorts (opening days) depends on weather in individual resorts and operating conditions in individual resorts and is determined by the operator. Details about the operation of individual resorts (opening days) are published on the websites of the TMR company: www.vt.sk and www.jasna.sk.
- 13.2** The operation of individual transport facilities (cableways) in individual resorts depends on weather in individual resorts and operating conditions in individual resorts and details are published on the websites of the TMR company: www.vt.sk and www.jasna.sk.
- 13.3** The opening times of cableways in individual resorts operated by the TMR company are defined by the TMR company based on weather and other operation conditions in individual resorts operated by the TMR company and details are published on the websites of the TMR company: www.vt.sk and www.jasna.sk.
- 13.4** The TMR company is entitled to change the opening times of individual transport facilities and ski pistes in individual ski resorts. The TMR company is entitled to change the operation or opening times of transport facilities, decide not to open, interrupt the operation or individual transport facilities (cableways) in individual resorts in the case of technical malfunctions, too strong wind, power failure or other circumstances that do not enable to transport customers (e.g. storm, gale, fog, hail etc.). Details of weather conditions and the operation of cableways are available at Ticket points of sale or on the websites: www.jasna.sk and www.vt.sk every day.
- 14. Lost, stolen or damaged Tickets:**
- 14.1** Lost or stolen Tickets
- 14.1.1** If a Ticket gets lost or stolen, any resort of the TMR company must be notified immediately. To do so, the respective holder of the Ticket purchased in a resort of the operator (*offline sale*) is obliged to show the purchase confirmation (receipt). In the case of non-transferable Tickets issued for specific customers (and their names), the ID of the person that the lost or stolen Ticket was issued for (or the ID of their legal representative) must be presented as well. In the case of a lost Ticket that was purchased through the online shop of the GOPASS programme (*online sale*), the operator is entitled to ask the Ticket holder to show their purchase confirmation email. Any lost or stolen Ticket can be blocked and all necessary data can be checked only after the loss or the theft has been reported and documents required have been

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presented. The holder of the lost or stolen Ticket shall get a substitute Ticket. A EUR 3 surcharge is required for a substitute Ticket. If a substitute Ticket is issued for Ticket purchased in a resort of the operator (*offline sale*) or at an automated ticket machine (*GOPASS Tickets*) or in the online shop of the GOPASS programme (www.gopass.sk) (*online sale*), the Ticket holder is obliged to pay also a EUR 2 surcharge for a contactless key card. The holder of the Ticket is not entitled to be paid the whole or an aliquot Ticket price back; or to receive any other form of compensation for the days they were late with the loss/theft report until the Ticket got blocked. Holders of Tickets who fail to present documents specified above in this item are not entitled to receive substitute Tickets or any other form of compensation for their lost or stolen Tickets.

14.2 Damaged Tickets

14.2.1 If a Ticket gets damaged, any resort of the TMR company must be notified immediately. To do so, the respective holder of the Ticket purchased in a resort of the operator (*offline sale*) is obliged to show the purchase confirmation (receipt). In the case of non-transferable Tickets issued for specific customers (and their names), the ID of the person that the damaged Ticket was issued for (or the ID of their legal representative) must be presented as well. In the case of a damaged Ticket that was purchased through the online shop of the GOPASS programme (*online sale*), the operator is entitled to ask the Ticket holder to show their purchase confirmation email. If a Ticket is damaged manually or cannot be re-encoded, the holder of the Ticket shall receive a substitute Ticket. A EUR 3 surcharge is required for a substitute Ticket. If a substitute Ticket is issued for a Ticket purchased in a resort of the operator (*offline sale*) or at an automated ticket machine (*GOPASS Tickets*) or in the online shop of the GOPASS programme (www.gopass.sk) (*online sale*), the Ticket holder is obliged to pay also a EUR 2 surcharge for a contactless key card. Holders of Tickets who fail to present documents specified above in this item are not entitled to receive substitute Tickets or any other form of compensation for their lost or stolen Tickets.

14.3 Forgotten Tickets

14.3.1 If any customer arrives in any resort and discovers that they have forgotten to take their Ticket (KEY CARD), item 14.1 of these general terms and conditions shall apply, i.e. a EUR 3 surcharge for a substitute Ticket is required. If a substitute Ticket is issued for a Ticket purchased in a resort of the operator (*offline sale*) or at an automated ticket machine (*GOPASS Tickets*) or in the online shop of the GOPASS programme (www.gopass.sk) (*online sale*), the Ticketholder is obliged to pay also a EUR 2 surcharge for a contactless key card.

14.4 All fees and surcharges must be paid by clients to the operator once their substitute Tickets are issued.

15. Complaints and travel costs refunds:

15.1 Services are provided by the TMR company in accordance with Act No. 40/1964 Coll. Civil Code as subsequently amended, applicable regulations of Act No. 250/2007 Coll. on the Protection of Consumers and Changes to Act of the Slovak National Council No. 372/1990 on Violations of the Law as subsequently amended; and other general binding regulations.

15.2 Any customer is entitled to be transported by cableways in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.

15.3 In the case of any defects on services, every customer is entitled to make a complaint in any information centre located in any of the resorts or by e-mail sent to reklamacia@tmr.sk or reklamacia@gopass.sk or in writing if they contact the registered office of the TMR company within the period specified in these general terms and conditions.

15.4 Every customer is obliged to set up their complaint immediately after having discovered the defects they want to complain about (failure or failures of transport – not provided transport or transport not provided in the agreed extent) but no later than one calendar day after the transport services have failed or after the transport service have not been offered in the arranged scope and quality. Any later complaints shall not be accepted. In the case of written

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- complaints, the period is considered to be met if the written complaint is delivered to the TMR company on the first working day after the customer becomes entitled to set up a complaint.
- 15.5** To set up a complaint, every customer is obliged to present their receipt and ID. The operator shall investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 working days if the case is more complicated. The complaint shall be dealt with within 30 days after it has been reported. To make a complaint, every customer is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the operator in all respects required.
- 15.6** Ticket holders who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes or if cableways do not operate due to operational reasons or due to weather can be refunded for transport costs on the respective day as follows:
- 15.6.1 In the Jasná - Sever (North) resort**, every Ticket holder is entitled:
- 15.6.1.1** to be compensated in the full amount; also if transport is provided only by the Biela Púť chairlift;
 - 15.6.1.2** to be compensated in the amount of 75% of the return Ticket price if transport is provided only to the Priehyba interchange station; and in the amount of 50% of the one-way Ticket price if transport is provided only to the Priehyba interchange station;
 - 15.6.1.3** to be compensated in the amount of 50% of the return Ticket price if no transport down the hill is provided because all cableways are out of service;
 - 15.6.1.4** to be compensated in the amount of 25% of the return Ticket price if transport down the hill by the Twinliner funicular is not provided because the funicular does not operate.
- 15.6.2 In the Jasná - Juh (South) resort**, every Ticket holder is entitled:
- 15.6.2.1** to be compensated in the full amount if no transport is provided because all cableways are out of service;
 - 15.6.2.2** to be compensated in the amount of 75% of the return Ticket price if transport is provided only to the Kosodrevina interchange station; and in the amount of 50% of the one-way Ticket price if transport is provided only to the Kosodrevina interchange station;
 - 15.6.2.3** to be compensated in the amount of 50% of the return Ticket price if no transport down the hill is provided because all cableways are out of service;
 - 15.6.2.4** to be compensated in the amount of 25% of the return Ticket price if transport down the hill from the Kosodrevina station is not provided because the cable car does not operate.
- 15.6.3 In the Vysoké Tatry - Tatranská Lomnica resort**, every Ticket holder is entitled:
- 15.6.3.1** to be compensated with a substitute Ticket based on the type of their original Ticket that could not be used to reach the final destination of their one-way Ticket or the final destination of their return Ticket on the way down; or to be compensated financially based on the type of their Ticket that could not be used as mentioned above;
 - 15.6.3.2** to be compensated in the amount of 50% of the return Ticket price if no transport down the hill is provided because all cableways are out of service;
 - 15.6.3.3** to be compensated in the amount of 25% of the return Ticket price if transport down the hill from the Štart station is not provided because the cable car does not operate;
 - 15.6.3.4** to be compensated in the full amount for the Mt Lomnický štít ticket if transport from the lower station is not provided due to reasons specified above;
 - 15.6.3.5** to be compensated in the amount of 50% of the return Tatranská Lomnica – Skalnaté pleso ticket and 100% of the return Skalnaté pleso – Mt Lomnický štít ticket price if they don't reach the final destination on Mt Lomnický štít but travel

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from Tatranská Lomnica – Skalnaté pleso only. If any client doesn't reach the final destination on Mt Lomnický but travels on the route: Tatranská Lomnica – Skalnaté pleso – Tatranská Lomnica, they are entitled to be compensated only in the amount of 100% of the return Skalnaté pleso – Mt Lomnický štít ticket price.

15.6.4 In the Vysoké Tatry – Starý Smokovec resort, every Ticket holder is entitled:

15.6.4.1 to be compensated in the full amount if no transport is provided because the funicular is out of service;

15.6.4.2 to be compensated in the amount of 50% of the return Ticket price if no transport down the hill is provided because the funicular is out of service.

15.6.5 In the Štrbské Pleso resort, every Ticket holder is entitled:

15.6.5.1 to be compensated with a substitute Ticket based on the type of their original Ticket that could not be used to reach the final destination of their one-way Ticket or the final destination of their return Ticket on the way down; or to be compensated financially based on the type of their Ticket that could not be used as mentioned above;

15.6.5.2 to be compensated in the amount of 50% of the return Ticket price if only transport from the lower station to the upper station is provided (i.e. transport down the hill is not provided).

15.6.6 In the Vysoké Tatry – Tatranská Lomnica resort and the Vysoké Tatry - Starý Smokovec resort, every Combo-Ticket holder is entitled:

15.6.6.1 to be compensated in the amount of 50% of the “MAGISTRALA Ticket” price or the return Ticket price (where applicable) if only transport from the lower station to the upper station was provided (i.e. transport down the hill was not provided).

15.7 In the case of special offer Tickets (e.g. special offers for loyal clients etc.), compensation can be offered for justified complaints only while the respective special offer is valid.

15.8 **Travel costs can be compensated only in the same form as the respective customer has used to pay for the respective booked services (transport) that could not be used have.**

15.9 **The operator reserves the right to investigate and resolve every complaint individually, considering its legitimacy, requirements of the respective customer(s) and the potential refund.**

15.10 If any customer – 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 they think 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 customer, when asked by the customer as mentioned above, the customer 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 priechod 29, 827 99 Bratislava, or electronically to 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-spotrebitelskych-sporov/146987s>). Every customer has the right to choose which of the above mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the customer 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-spotrebitelskych-sporov.soi>.

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16. Transport cancellation due to subjective reasons of customers before boarding cableways:
- 16.1 **If any customer cancels their cableway transport due to their subjective reasons (e.g. due to an illness, an injury or other personal reasons) before they board their cableway, i.e. at least 24 hours before they board their cableway in the respective resort on the day of their scheduled Ticket use, they are obliged to present their receipt or the purchase confirmation email (if they have bought their Ticket through the GOPASS online shop). The operator reserves the right to investigate every transport cancellation due to subjective reasons of individual passengers before boarding cableways, customers' requests and potential transport costs refund (method and amount) individually.**
- 16.2 If any customer buys a Mt Lomnický štít ticket at a ticket office or an information centre (*offline sale*) and they cancel the transport due to subjective reasons (e.g. illness, injury et.) or without specifying the reason:
- 16.2.1 no later than 24 hours prior to the departure time of the cable car from Skalnaté pleso written on the reservation ticket, the customer is entitled to be returned the full Mt Lomnický štít ticket price back;
- 16.2.2 120 minutes – 24 hours prior to the departure time of the cable car from Skalnaté pleso written on the reservation ticket, the customer is entitled to be returned 50% of their Mt Lomnický štít ticket price back;
- 16.2.3 less than 120 minutes prior to the departure time of the cable car from Skalnaté pleso written on the reservation ticket, the customer is not entitled to be compensated financially or non-financially.
- The operator reserves the right to investigate every cancellation of transport based on a Mt Lomnický štít ticket purchased at a ticket office or in a client centre (*offline sale*) due to subjective reasons of individual passengers before boarding cableways, customers' requests and potential transport costs refund (method and amount) individually.**
- The operator reserves the right to investigate every cancellation of transport based on a Mt Lomnický štít ticket purchased through the online shop of the GOPASS programme (*online sale*) due to subjective reasons of individual passengers before boarding cableways, customers' requests and potential transport costs refund (method and amount) individually.**
- 16.3 If any customer misses their cable way transport on the route Skalnaté pleso – Mt Lomnický štít, i.e. the departure time written on their reservation ticket, they are not entitled to be compensated financially or non-financially.
17. Personal data protection:
Details related to the protection of personal data are included in the Data Protection and Privacy Policy of the TMR Group and are published on the website: www.tmr.sk/o-nas/gdpr/.
18. **By purchasing a Ticket and using services in individual resorts operated by the TMR company, every customer undertakes to respect all instructions of authorised staff members of the operator, transportation rules, these general terms and conditions, specific general terms and conditions that are effective in individual resorts, individual operating rules and resort rules. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operator or other individuals authorised by the operator and generally binding legal regulations that specify how to move around mountain resorts, national parks and protected areas.** Every customer is obliged to have their Ticket with them all the time while travelling with cableways. If asked by the staff of the operator, every customer is obliged to show their valid Ticket in order to be checked.
19. The TMR company is entitled to block any Ticket and prevent the respective holder from using services in resorts operated by the TMR company if the Ticket is not used by the person who is entitled to do so, i.e. if the Ticket issued for a specific person (and their name) is used by a person that is not registered as the Ticket holder (the same applies to *offline* purchased Tickets). Non-transferable Tickets can be used only along with IDs or other documents proving the identity, health insurance cards or other identity-proving documents in the case of children younger than 15 years, cards proving the entitlement of a discount (in the case of discounted Tickets). To check the passengers, the operator is entitled to ask them

Tatry mountain resorts, a.s.



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to show their IDs, health insurance cards of children and cards proving the entitlement of a discount (in the case of discounted Tickets).

- 20. If any Ticket is blocked or cancelled as a result of violating the general terms and conditions** (if a Ticket is misused and this results in misusing the services offered by the operator in individual resorts operated by the TMR company or if item 17 or 20 or 21 of these general terms and conditions is violated), **the respective customer is not entitled to receive any form of financial or non-financial compensation for not being able to use services in individual resorts operated by the TMR company, and/or to be refunded for the whole or an aliquot Ticket price.**
- 21.** Unless the operator allows so, cable cars, chairlifts and funiculars, their cars and chairs, embarkation and disembarkation zones cannot be used for advertising purposes (this includes various stalls, advertisements etc. Tickets do not entitle their holders to carry out any business or other gainful activities in any way (online or offline) including embarkation and disembarkation zones of cable cars, chairlifts, funiculars and other means of transport without the permission of the operator, i.e. the TMR company and without relevant licences pursuant to the generally binding legal regulations.
- 22.** The operator reserves the right to refuse to offer cableway transport in resorts to any customer or to act in accordance with item 18 and item 19 of these general terms and conditions (Ticket blocking) if the customer endangers or damages the property or legitimate interests of the operator, or lives, health and property of other clients and visitors of the resorts, or environment, or if any customer does not respect instructions and bans of authorised staff members of the operator or other authorised individuals in spite of being explicitly warned.
- 23.** If property or health of any customer is damaged while using a service offered by the operator and the respective customer claims compensation from the operator, and if the responsibility of the operator for such damage can be proved, the respective customer is obliged to inform the operator about the damage and detail of the related event in the information centre of any resort operated by the operator immediately (i.e. once the damage is caused) and to offer cooperation to the operator in order to clarify the event and to make inspection. If any property is damaged (and the related responsibility of the operator can be proved), the respective item(s) shall be reinstated if the operator considers it to be possible and effective.
- 24. Governing law:**
All legal relations between the operator and individual customers related to purchasing and using of services in resorts operated by the operator as well as all other related legal relations shall be governed by the laws of the Slovak Republic.
- 25.** These general terms and conditions become effective and enter into force on 1.5.2022 and are effective and in force during the whole 2022 summer season. They apply to the provision of services – using of cableways in all resorts operated by the TMR company. If any terms and conditions related to individual services provided in the resorts operated by the TMR company based on individual types of Tickets and Price lists of the TMR company (hereinafter referred to as “**specific terms and conditions**“) differ from these general terms and conditions, the specific terms and conditions shall be considered decisive and given priority to the general terms and conditions in every point they are different.

In Demänovská Dolina on 22.4.2022

Supervisory bodies

Central Inspectorate of the Slovak Trade Inspection, Prievozská 32, Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina

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