

**MT CHOPOK TASTES GOOD
TERMS AND CONDITIONS
WINTER SEASON 2025/2026**

1. These terms and conditions defined by **Tatry mountain resorts, a.s.**, 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**” or “**trader**”), specify the conditions of participation in the experiential evening in the Nízke Tatry – Jasná resort known as “**Mt Chopok tastes good**”, which includes cable car transport on the route Biela Púť – Mt Chopok and back plus dinner in the Rotunda restaurant (hereinafter referred to as “**service**”), its provision and the related rights and obligations.
2. The service includes:
 - 2.1 welcome drink in front of the Crystal Bar in Biela Púť;
 - 2.2 return cable car ticket on the route: Biela Púť – Mt Chopok/Rotunda restaurant and back;
 - 2.3 dinner consisting of a 6-course menu.
3. The service is offered during the 2025/2026 winter season on the following days:
 - 3.1 31.1.2026,
 - 3.2 14.2.2026,
 - 3.3 28.2.2026,
 - 3.4 4.4.2026.

The service lasts about four hours from approx. 6:00 pm to 10:00 pm.
4. The maximum number of people per dinner is limited to 75 (seventy-five), and the minimum number of people per dinner is 70 (seventy). If the minimum number of people per evening is not reached, TMR reserves the right to cancel the service on that particular day and offer an alternative date to customers at the next available opportunity. In such cases, every customer can either receive a refund of the price paid for the service or use the service on another day. Once a choice has been made by the customer, it cannot be changed later. The minimum number of people also applies to alternative dates. If the maximum number of people per evening for a certain date is exceeded when a customer is booking the service, TMR reserves the right not to sell the service to the customer anymore and not to provide the services included in the service on such a day.
5. Customers can buy the service from 1st September 2025. The service can be purchased at the Chopok North client centre or through the Gopass selling system operated by **GOPASS SE**, with the registered office at Primátorská 296/38, 180 00 Libeň – Prague 8, Czech Republic, Company number: 171 07 148, registered in the Commercial Register of Municipal Court Prague, Section H, Insert No. 2546 (hereinafter referred to as “**GOPASS SE**”), under the terms and conditions specified in the Gopass General Terms and Conditions (www.gopass.travel). If buying the service *offline* at the client centre, it can be paid in cash at the cash desk or by using cashless payment via the following payment cards: EUROCARD-MASTERCARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC. Guests staying at accommodation facilities operated by TMR or its contractual partners can also purchase the service through the reception at the respective accommodation facility.
6. The prices of the service are listed in the price list, which is available on the websites: www.gopass.travel and www.jasna.sk, as well as at the Chopok North client centre and upon request at the receptions of accommodation facilities operated by TMR or its contractual partners. TMR DOES NOT OFFER any discounts on the price of the service due to age or disability. For children up to the age of 5.99 years, there is a flat rate price for the service, as listed in the price list, which is available on the website www.gopass.travel and www.jasna.sk, at the Chopok North client centre and upon request at the receptions of accommodation facilities operated by TMR or its contractual partners.
7. **The service becomes non-transferable at the moment it is purchased.**
8. Any customer can buy the specific type of product, i.e. the experiential evening *offline* (at the client centre or reception) no later than on 10:00 am on the day when the service is offered, or *online* through the

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Gopass selling system (www.gopass.travel) no later than on 12:00 midnight on the day before the service takes place. The payment for each experiential evening product selected and purchased by customers is due in full (100% of the price) in advance.

9. Every customer's service order for a specific date is considered binding from the moment it is made, and it cannot be cancelled. If any customer cancels their order (withdraws from their contract), they are not entitled to a refund of the paid price for the service or its pro-rata part, nor to any other financial or non-financial compensation. From the moment a customer makes an order for a certain number of people/participants and a specific day, it is not possible to reduce the number of people/participants. If any customer increases the number of people/participants after their order has been made, TMR reserves the right to refuse the customer's request to increase the number of people/participants for a specific day if the maximum capacity for that date was reached between the original service booking and the number increase.
10. The participation conditions, including the schedule, are listed on TMR's websites: www.jasna.sk or www.gopass.travel or will be provided to the customer at the Chopok North client centre.
11. Every customer is required to arrive at Crystal Bar Biela Púť at least 15 minutes before the scheduled beginning of the service i.e. transport by cable cars (if the customer is not informed about any other time in advance, it is 5:45 pm.). If any customer fails to arrive at the departure point designated by TMR at the specified time according to the conditions published by TMR as per point 10 of these terms and conditions, and thus misses the departure and does not use the purchased service as a result, they are not entitled to any financial or non-financial compensation.
12. In exceptional cases, any customer may request TMR to cancel their booking of a specific date in the event of a sudden illness, injury, long-term illness diagnosed after booking or another serious circumstance. The customer is required to notify TMR of such a fact (and present a medical certificate or other documents proving the serious circumstance) without delay, at the latest by 10:00 am on the day when the service shall be provided. TMR reserves the right to individually assess each case and determine the legitimacy of the customer's request.
13. TMR reserves the right to change the times and scope of services provided within the service without any right of individual customers to any financial or non-financial compensation. In the event of changes, every customer will be contacted by TMR in advance.
14. If any customer has specific requirements concerning transport (e.g. a disabled customer using a wheelchair) or food (food allergies or intolerances), they are required to inform TMR of these facts and requirements in advance or without delay when booking the service. If it is not possible to meet any customer's request due to operational or technical reasons, TMR will inform the customer of this. If any customer does not inform TMR of these facts or requirements, they are not entitled to any financial or non-financial compensation, nor to a refund of the price of the service paid by them or its proportional part.
15. **Complaints and service compensation:**
 - 15.1 Services are provided by TMR in accordance with the relevant provisions of Act No. 40/1964 Coll. of the Civil Code as amended, in conjunction with the relevant provisions of Act No. 108/2024 Coll. on Consumer Protection and on the Amendment and Supplementation of Certain Acts as currently in force, and other generally binding legal regulations. This applies in cases where the customer is a consumer, which is defined as a natural person who, in connection with their consumer contract, the obligations arising from it, or in a business practice, does not act within the scope of their business activities or profession.
 - 15.2 For the purposes of these general terms and conditions, the operator is considered a trader in relation to consumers within the meaning of §52, Sec. 3 of Act No. 40/1964 Coll. of the Civil Code as amended.
 - 15.3 Every customer is entitled to be provided with services in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.
 - 15.4 Liability for defects in provided services results in the right to complain.
 - 15.5 The operator is liable for defects that the service has at the time when it is provided.

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- 15.6 Visible defects are defects that can be detected when receiving the provided service (e.g., quantity deviation, poorly provided service) and the customer must report them to the operator immediately.
- 15.7 The operator is not liable for defects caused by the customer, defects that the customer knew or should have known about before starting to use the service, or defects about which the customer was expressly and clearly warned by the operator, nor for defects resulting from force majeure.
- 15.8 If services provided are of a lower quality or lesser scope than what was agreed upon in advance or than what is standard, the respective customer has the right to file a complaint.
- 15.9 Every customer is obliged to file their complaint regarding service defects without undue delay after discovering the reasons for the complaint (defect or defects in the service), at the latest by the end of the Mt Chopok tastes good event, otherwise, the right to complain expires. The operator will not take complaints filed after the specified deadline into consideration.
- 15.10 Customers must personally file their service complaints to authorised employees. When filing a complaint, every customer must present their proof of purchase (order, invoice, receipt, contract, etc.) if such a document is available. If the nature of the claimed service requires it, the customer must also present the item with the defect as part of the complaint procedure.
- 15.11 The authorised employee will record the complaint in the complaint certificate, including the circumstances and the defects reported by the customer. The operator will issue a confirmation of the complaint to the customer. TMR will decide how the complaint shall be resolved immediately after examining it. If the nature of the complaint does not allow for immediate resolution, the operator will notify the customer of the complaint handling period. The complaint handling period shall not exceed 30 days from the date the complaint is filed unless objective reasons prevent this. In such a case, the operator will inform the customer about the complaint handling period. For the purpose of handling the complaint, the customer must provide contact details that will be used to inform them about the manner of handling the complaint if it cannot be resolved immediately.
- 15.12 If the defect in question can be rectified, the customer has the right to ask the operator to have this defect rectified free of charge, and the operator will do so within a reasonable time. A reasonable period is the shortest time the operator needs to assess the defect and rectify it, considering the nature and seriousness of the defect.
- 15.13 *In the field of catering services*, if the correct quality, weight, temperature or amount of food or beverages does not correspond to the required quality, weight, temperature or amount, the customer has the right to request free, proper and timely rectification of the defect. Deficiencies in the quality of food and beverages intended for immediate consumption must be complained about to the staff immediately once detected (i.e. no more than 1/4 of the portion of food or beverage should be consumed). If the detected deficiencies concern the quantity or weight of food and/or beverages intended for immediate consumption, the customer must file their complaint before they start to eat or drink.
- 15.14 If any defects *in the field of catering services* cannot be rectified, the respective customer is entitled to have their meal or beverage replaced or to be refunded the price they paid for their food and/or beverages.
- 15.15 Complaints in the area of transport services are governed by the relevant provisions of TMR's general terms and conditions for mountain resorts unless otherwise specified in these terms and conditions.
- 15.16 If TMR does not recognise the legitimacy of any customer's complaint (rejects the grounds for the complaint), the customer must be informed of the reasons for the rejection in writing.
- 15.17 Every customer is entitled to be reimbursed for necessary expenses incurred in connection with filing their complaint. This right must be exercised with the operator no later than 2 months after the resolution of a justified complaint; otherwise, this right expires.
- 15.18 **The operator reserves the right to individually assess each complaint case.**

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16. The operator reserves the right to cancel, interrupt or end the service or any part thereof due to bad or unsuitable weather conditions (wind, storm, severe frost, icing, snowfall, reduced visibility, etc.), power supply interruptions cause by the supplier, force majeure, equipment failures that may threaten safety, health, property or life of persons, technical and/or construction failures or changes in the Rotunda restaurant or other operational or organisational changes cause by the operator or measures adopted by the relevant public authorities in connection with an epidemic, pandemic, emergency or extraordinary situation, or due to force majeure. If the service is cancelled for reasons mentioned in this point of these terms and conditions, every customer has to be notified of the service cancellation by the operator and can decide either to postpone the use of the paid service to another date if operational and capacity conditions of the operator allow it, or to request a refund of the total paid price for the service. In such a case, the customer will be refunded the amount paid in the same way as the payment was made by them.
17. If any damage occurs to the customer's property or health while using the service provided by the operator and the customer requires compensation from the operator and if the operator's liability for such damage is proven, the customer must inform the operator about the occurrence and course of the event immediately (i.e. immediately after damage event occurs) and cooperate with the operator to clarify the course of events and conduct an on-site inspection. In the case of damage to property, the compensation (if the operator's liability for the damage is proven) is provided by restoring the item or items to their original state if possible and appropriate based on the operator's assessment.
18. Details regarding personal data protection are included in the TMR Group Privacy and Personal Data Processing Policy and published on the website: www.tmr.sk/o-nas/gdpr/.
19. Any customer has the right to submit a request for redress to the trader in accordance with § 11 Sec. 1 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments and Supplements to Certain Acts, as amended, if a dispute arises between the customer as a consumer and the trader regarding the rights arising from liability for defects (if the customer is not satisfied with the way how the trader handled their complaint) or if the customer as a consumer believes that the trader has violated their other rights. The trader will assess the request and inform the customer how it shall be resolved within 30 days after it is submitted. If the trader 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 trader shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Bajkalská 21/A, P.O.BOX 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: <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternativne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>). Every client 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 client can use an online platform for alternative dispute resolution which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľských-sporov.soi>.
20. Governing law:
Legal relations between the operator and the customer related to the purchase and use of the service, as well as all legal relations arising therefrom, are governed by the laws of the Slovak Republic. Any dispute arising from these terms and conditions or the legal relations arising from them, including disputes regarding the interpretation of these terms and conditions, shall fall under the jurisdiction of Slovak courts if no amicable resolution is reached between the parties.
21. These terms and conditions become effective and enter into force on 1.9.2025 and are effective and in force during the whole 2025/2026 winter season. They apply to the provision of the "Mt Chopok tastes good" service. If these terms and conditions differ from the general terms and conditions of the

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Gopass programme and/or the general terms and conditions of the operator regarding mountain services, these terms and conditions shall be considered decisive and given priority to the general terms and conditions in every point they are different. As for matters not covered by these terms and conditions, the provisions of the general terms and conditions of the Gopass programme and/or the operator's general terms and conditions for mountain resorts apply, except for matters defined by these terms and conditions.

In Demänovská Dolina on 31.8.2025

Supervisory bodies

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 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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