



## GENERAL BUSINESS TERMS AND CONDITIONS

### SUMMER SEASON 2019

1. These General Business Terms and Conditions for the summer season 2018, issued by **Tatry mountain resorts, a.s.**, with its registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Identification Number: 31 560 636, registered in the Commercial Register of the District Court in Žilina, Section: Sa, File No.: 62/L (hereinafter referred to as the “**TMR Company**” or the “**Operator**”), govern the provision of services - transport by cableways at individual resorts operated by the TMR Company, and the rights and obligations related thereto. These General Business Terms and Conditions are valid for the resorts Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Jasná (Chopok North) a Nízke Tatry – Chopok South.
2. Throughout the summer season 2019, the customer has the opportunity to buy a travel ticket (the “**Ticket**”) at the prices specified in the Price list issued by TMR Company for the summer season 2019. The contract on transportation shall be concluded at the moment when the customer boards the cableway (mountain transport facility) or enters the boarding station or boarding area of cableways (mountain transport facility), which is the area available to enter only with a valid Ticket. The price for Ticket does not include services provided by Mountain Rescue Team in the event of injury or sudden worsening of customer’s health during the time he/she uses services provided by TMR Company. The customer can underwrite insurance to cover services provided by Mountain Rescue Team at Information Centres located at individual resorts operated by TMR Company.
3. The Ticket issued by TMR Company is a contactless chip card - KEY CARD - listing the Ticket holder's identification data or without such data, depending on the type of the Ticket according to the TMR Company's Price List valid for the summer season 2019. The contactless chip card - KEY CARD - entitles the holder to use services provided by TMR Company at individual resorts, depending on the type of purchased Ticket according to the TMR Company's Price List valid for the summer season 2019. The deposit of EUR 2.00 for a contactless chip card applies to Ticket purchased at Operator's cash desk or Information Centre at individual resorts operated by TMR Company (offline sale). The deposit for a contactless chip card is not applicable if the Ticket is purchased through automated business points (GOPASS Point) at individual resorts operated by TMR Company. The deposit for a contactless chip card is not applicable if the Ticket is purchased through online shop of the GOPASS program (online sale), however, the holder of Ticket is obliged to pay the shipping costs of EUR 2.00/shipment for a contactless chip card. The Ticket holder may return the contactless chip card after using up the services which he/she is entitled to, depending on the type of Ticket in accordance with the TMR Company's Price List valid for the summer season 2019, daily during the cableways (mountain transport facility) operating hours on any day and at any cash desk of any resort operated by TMR Company, or at Information Centre located at one of the resorts operated by TMR Company, or with the automatic machine for the return of contactless chip card located at one of the resorts operated by TMR Company. The deposit for a contactless chip card in the amount of EUR 2.00 shall only be fully reimbursed if the card is returned undamaged. **The holder of Ticket purchased through automated business points (GOPASS Point) or through online shop of the GOPASS program (online sale) cannot return the contactless chip card.**

4. Tickets can be purchased through online shop of the GOPASS program under the conditions regulated by the business conditions with respect to online shop of the GOPASS program ([www.gopass.sk](http://www.gopass.sk)). The sale of Tickets at cash desks or Information Centres at individual resorts operated by TMR Company or through automated business points (GOPASS Point) at individual resorts operated by TMR Company starts from 01/05/2019 during the operating times of individual resorts operated by Operator and during the operating times as determined by Operator, depending on weather and operating conditions. The sale of Tickets (*offline sale*) is made in cash payments into the cash register or in cashless payments by payment cards: EUROCARD-MASTER CARD, MAESTRO, VISA, VISA ELECTRON, MASTERCARD ELECTRONIC for individual types of Tickets for prices specified in the TMR Company's Price List valid for the summer season 2019 published on Internet websites of the TMR Company ([www.vt.sk](http://www.vt.sk) and [www.jasna.sk](http://www.jasna.sk) and [www.gopass.sk](http://www.gopass.sk)) and at resorts operated by TMR Company. The Tickets purchased offline (at cash desks or Information Centres) are valid 7 calendar days from the day of purchase and entitle the holder to the use of services according to the type of Ticket for the period of 7 calendar days from the day of purchase, unless the Operator's Price List shows different validity period for a specific type of the Ticket. The Tickets purchased online (through internet shop of the GOPASS program ([www.gopass.sk](http://www.gopass.sk))) are only valid on the day the Tickets are purchased for, unless the Operator's Price List shows different validity period for a specific type of the Ticket. The Tickets purchased through automated business point (GOPASS Point) at individual resorts operated by TMR Company are valid only on the day of purchase and such a Ticket entitles its holder to use services according to the type of Ticket only on the day of its purchase.
5. Discounted Tickets:
- 5.1 Children up to 5.99 years are entitled to free use of services only if during the time of using services they are accompanied by an adult over the age of 18 years (maximum 2 children accompanied by 1 adult over the age of 18 years). To claim this free use of services, it is necessary to submit a child's health insurance card or any other document proving the age of a child.
- 5.2 A person at the age of 60 and older is entitled to the "Senior" Ticket. To claim this Ticket, it is necessary to submit an ID card.
- 5.3 A holder of a severely disabled person card and a severely disabled person with a guide card is entitled to a discounted Ticket due to such disability. To claim a discounted Ticket due to disability, a customer must provide an ID card and a severely disabled person card, or a severely disabled person with a guide card. The purchase of a discounted Ticket due to disability through online shop of the GOPASS program ([www.gopass.sk](http://www.gopass.sk)) shall be assessed upon a request made by a customer and the Operator shall inform the customer about options and conditions for claiming a discount. The purchase of a discount ticket in a category Senior due to health disability by means of automated business places (GOPASS Tickets) **is not possible**.
- 5.4 Persons aged between 12 and 17.99 years and holders of ISIC, ITIC, EURO26, GO26 card are entitled to the "Junior" Ticket. To claim this Ticket, a customer must provide an ID card (children younger than 15 years provide their health insurance card or any other document proving the age of a customer) or the ISIC, ITIC, EURO26, GO26 card. The purchase of Junior Ticket for holders of ISIC, ITIC, , EURO26, GO26 by means of automated business places (GOPASS Tickets ) **is not possible**.

- 5.5** Children aged between 6 and 11.99 years are entitled to the “Children” Ticket. To claim this Ticket, by means of the internet program, GOPASS or by means of automated business places (GOPASS Tickets ) (online) the customer is obliged to provide the right date of birth at [www.gopass.sk](http://www.gopass.sk). When purchasing the Ticket at a cashier of Information centre (offline) the customer is obliged to provide with the child’s health insurance card or any other document proving the age of a child.
- 5.6** Discounts for organized groups: a 5 % discount of a total sum. The discount is possible to claim for Tickets purchased *offline* (at cash desks or Information Centres), when it comes to 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 be provided. When buying Tickets for organized group, it is necessary to submit a confirmation listing the number of group members and containing a stamp of an organization at a cash desk.
- 5.7 It is not possible to combine discounts. The best price applies to a customer.**
- 5.8** Discounted Tickets cannot be used for transportation by an elevated cableway at a resort Vysoké Tatry – Tatranská Lomnica, section Skalnaté pleso – Lomnický štít and back.
- 6.** The customer interested in paragliding at any resort operated by Operator must during the summer season 2019 purchase the Ticket which entitles him/her to the transportation by cableways (mountain transport facilities) with a parachute for the price as specified in the TMR Company's Price List at [www.vt.sk](http://www.vt.sk). The sale of Tickets to carry the parachute starts from 15/06/2019 at cash desks or Information Centres at individual resorts operated by TMR Company (offline only). To purchase the Ticket to carry the parachute, one must submit a valid LAA SR licence or corresponding licence from abroad. When paragliding, the customer undertakes to comply with any generally binding legal regulations concerning said activity, the customer does that activity at their own risk and the customer himself/herself shall be held liable for any breach of generally binding legal regulations, or damage caused due to that activity. The customer who does paragliding and uses transportation services according to the Ticket for transportation with a parachute undertakes to use for taking-off and landing only those places which are designated for that purpose by Operator. The purchase of a special Ticket with a parachute in the resort Jasna is not possible. The customer interested in paragliding in the resort Jasna can purchase the Ticket from the pricelist stated on the web site [www.jasna.sk](http://www.jasna.sk).
- 7.** Transportation of small dogs and other animals by the cableways:
- 7.1** at the resort Nízke Tatry – Jasná (Chopok North)  
Transportation of small dogs by cableways 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 or 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 type of small animal on one seat, the customer is obliged to inform a member of staff working on the cableways about such a fact, where more dogs or other small animals must belong to one client.
- 7.2** at the resort Nízke Tatry – Jasná (Chopok South)

Transportation of small dogs by cableways 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 or 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 or another type of small animal on one seat, the customer is obliged to inform a member of staff working on the cableways about such fact, where more dogs or other small animals must belong to one client.

**7.3** at the resort Vysoké Tatry - Tatranská Lomnica and Vysoké Tatry – Starý Smokovec Transportation of small dogs by cableway (except for a seat cableway to Lomnické sedlo and except for an elevated cableway to Lomnický štít) 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 or other small animals is also possible provided that the animal is placed in a transportation cage. In the case of transportation of more than one small dog or another type of small animal on one seat, the customer is obliged to inform a member of staff working on the cableways, where more dogs or other small animals must belong to one customer.

**8.** If transportation of a disabled person in a wheelchair is requested, this person or their adult guide is obliged to inform Operator's employee about the request to be transported by mountain transport facility at the time of purchasing the Ticket and to ask for assistance when such a person in a wheelchair is to be transported by mountain transport facility. Based on the request under the previous sentence, the Operator shall provide a disabled person with assistance to get on and off. A disabled person is responsible for getting to the boarding station, with the help of their guide. Operator's employees who operate the mountain transport facilities shall help the disabled person get on and off the mountain transport facility. In order to get on and off, the mountain transport facility must be put at a stop at a station.

Special transportation conditions:

**8.1.** at the resort Nízke Tatry – Jasná (Chopok North), a smooth transportation of a disabled person in a wheelchair is not possible due to technical conditions of the mountain transport facility.

**8.2.** at the resort Vysoké Tatry – Tatranská Lomnica, the transportation of a disabled person in a wheelchair is possible only if accompanied by at least one adult guide. In the case of transportation by cabin cableway (KLD4) Tatranská Lomnica – Štart, the transportation of a disabled person in a wheelchair is possible only if the wheelchair is not wider than 58 cm. In the case of transportation by elevated cableway Skalnaté pleso – Lomnický štít, the transportation of a disabled person in a wheelchair is possible only if the wheelchair can be folded and the person must understand that moving through the boarding and exit stations of elevated cableway and at Lomnický štít is not suitable for persons in wheelchairs (it is not a barrier free area). After leaving the elevated cableway, one must get over 4 floors (80 steps); there is neither lift nor escalator. If a disabled person in a wheelchair decides to use services by elevated cableway from Skalnaté pleso – Lomnický štít, the transportation is only possible if accompanied by at least two adult guides.

9. Individual types and kinds of Tickets and scope of services that the customer is entitled for according to particular types and kinds of Tickets are listed in the TMR Company's Price List valid for the summer season 2019 at resorts operated by TMR Company and published on Internet websites of TMR Company [www.vt.sk](http://www.vt.sk) and [www.jasna.sk](http://www.jasna.sk) and [www.gopass.sk](http://www.gopass.sk) , and at cash desks and Information Centres located at resorts operated by the TMR Company.
10. **The Tickets are non-transferable.** The Tickets issued in the name are non-transferable from the moment of their issuance. Any other Tickets become non-transferable from the moment they pass through the reading device (turnstile) the first time.
11. Operation and Operating times:
- 11.1 Operation of individual resorts (days of operation) depends on specific weather and operation conditions at individual resorts as determined by Operator. Information about the operation of individual resorts (days of operation) is published on Internet websites of the TMR Company [www.vt.sk](http://www.vt.sk) and [www.jasna.sk](http://www.jasna.sk).
- 11.2 Operation of transport facilities (cableways) at resorts depends on specific weather and operation conditions at individual resorts and is published on Internet websites of TMR Company [www.vt.sk](http://www.vt.sk) and [www.jasna.sk](http://www.jasna.sk).
- 11.3 Operating times of cableways at resorts operated by TMR Company is specified by TMR Company and depends on weather conditions and operating conditions at resorts operated by TMR Company and is published on Internet websites of TMR Company [www.vt.sk](http://www.vt.sk) and [www.jasna.sk](http://www.jasna.sk).
- 11.4 The TMR Company is entitled to unilaterally change the operation or operating times of the transport facilities, not to start, discontinue or to stop the cableways (mountain transport facilities) at resorts in the event of technical failure, strong winds, electricity failure or other circumstances preventing safe transportation of customers (e.g. storm, gale, fog, hail, etc.). Information about weather conditions and operation of cableways (mountain transport facilities) are available daily at the Ticket sale points, as well as on the website [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk).
12. Loss, theft and damage of the Ticket:
- 12.1 Loss or theft of the Ticket
- 12.1.1 In the case of loss or theft of the Ticket, the Ticket holder is obliged to immediately notify the Information Centre or TMR Company's cash desk. The holder of a Ticket that was purchased at cash desk or Information Centre (offline sale) is in this case obliged to produce the receipt of purchase of the Ticket and when it comes to Ticket issued in a name, to produce an ID of the person in whose name the Ticket was issued (or of their legal representative). In the event of loss or theft of Ticket that was purchased through automated business point (GOPASS Point) or through online shop of the GOPASS program, the Operator is entitled to ask the holder of Ticket for an email communication confirming the purchase. Only after reporting the loss or theft and after producing the required documents can the Ticket be blocked and the necessary information verified. The Ticket holder shall receive a replacement Ticket. The fee for issuance of a replacement Ticket is EUR 2.00. If a replacement Ticket purchased at cash desk or Information Centre of

Operator (offline sale) is issued, the holder of Ticket must in addition to a fee for issuance of a replacement Ticket also pay a deposit of EUR 2.00 for a contactless chip card. The Ticket 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 the delay in the reporting of the loss or theft of the Ticket and of its blocking. The Ticket holder who fails to submit the documents referred to in this paragraph shall not be entitled to a replacement Ticket nor to any other form of compensation for the loss or the theft of the Ticket.

## **12.2 Damaged Ticket**

**12.2.1** In the case of damage to the Ticket, the Ticket holder shall immediately notify the Information Centre or TMR Company's cash desk of such damage. The holder of a Ticket that was purchased at cash desk or Information Centre of Operator (offline sale) shall present, along with the damaged Ticket, the receipt of the purchase of this Ticket and if the Ticket was issued in a name, the ID of the person in whose name the Ticket was issued (or of their legal representative). In the event of damage to the Ticket that was purchased through automated business point (GOPASS Point) or through online shop of the GOPASS program, the Operator is entitled to ask the holder of Ticket for an email communication confirming the purchase. In the event of mechanical damage to the Ticket or if the encoding of the damaged Ticket is impossible, the Ticket holder shall receive a replacement Ticket. The Ticket holder is in this case obliged to pay a fee for issuance of a replacement Ticket in the amount of EUR 2.00. If a replacement Ticket purchased at cash desk or Information Centre of Operator (offline sale) is issued, the holder of Ticket must in addition to a fee for issuance of a replacement Ticket also pay a deposit of EUR 2.00 for a contactless chip card. The Ticket holder who fails to submit the documents referred to in this paragraph shall not be entitled to a replacement Ticket nor to any other form of compensation for the damaged Ticket.

## **12.3 Omission of a card**

**12.3.1.** If the customer omits his/her card (KEY CARD) upon arrival at the resort, the provision of paragraph 12.1. of these General Business Terms and Conditions applies, i.e. a fee in the amount of EUR 2.00 for issuance of a replacement Ticket. In the event of issuance of a replacement Ticket purchased at cash desk or Information Centre of Operator (offline sale), a Ticket holder must in addition to a fee for issuance of a replacement Ticket also pay a deposit of EUR 2.00 for a contactless chip card.

**12.4** The client must pay any fees to the Operator at the time of issuance of a replacement Ticket.

## **13. Complaints and Reimbursement of Travel Costs:**

**13.1** The provision of services by TMR Company 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.

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

- 13.3** The customer can claim the defects of services (a complaint) at the Information Centres at individual resorts operated by TMR Company or electronically by e-mail at [reklamacia@tmr.sk](mailto:reklamacia@tmr.sk), or [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) or in a written form at a registered office of [TMR Company](#) within the period as specified by these General Business Terms and Conditions.
- 13.4** 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 or failure to provide transport to the agreed extent), 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 period is deemed met if the written complaint is delivered to TMR Company on the first working day after the right to complaint actually arise.
- 13.5** When filing a complaint, a customer is obliged to submit a cash register receipt proving the purchase of the Ticket and an ID card. Once a 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 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 provided that the complaint cannot be handled immediately after its submission. In the settlement of a complaint, a customer is obliged to provide assistance as required by Operator.
- 13.6** 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 reading device - 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:
- 13.6.1** at a resort Jasná – the North, the Ticket holder is entitled to the following:
- 13.6.1.1** a full reimbursement, this reimbursement applies also in cases if transport is taken only by the Biela Púť cableway;
  - 13.6.1.2** a reimbursement of 75% of a price of a return Ticket if transport is taken only up to the Priehyba interchange station and reimbursement of 50% of the price of a single Ticket if transport is taken only up to the Priehyba interchange station;
  - 13.6.1.3** a reimbursement of 50% of a return Ticket if the transport down cannot be taken as a result of a failure on all transport facilities;
  - 13.6.1.4** a reimbursement of 25% of a return Ticket if the transport down cannot be taken down as a result of a failure on the Twinliner transport facility;
- 13.6.2** at a resort Jasná – the South, a Ticket holder is entitled to the following:
- 13.6.2.1** a full reimbursement if the transport cannot be taken as a result of a failure on all transport facilities;
  - 13.6.2.2** a reimbursement of 75% of a return Ticket if the transport can be taken only up to the Kosodrevina interchange station and reimbursement of 50% of a single Ticket if the transport can be taken only up to the Kosodrevina interchange station;
  - 13.6.2.3** a reimbursement of 50% of a return Ticket if the transport down cannot be taken as a result of a failure on all transport facilities;



- 13.6.2.4** a reimbursement of 25% of a return Ticket if the transport down from Kosodrevina cannot be taken as a result of a failure on a transport facility;
- 13.6.3** at a resort Vysoké Tatry - Tatranská Lomnica holder is entitled to the following:
- 13.6.3.1.** 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 a reimbursement in the form of a replacement Ticket according to the type and kind of the Ticket the use of which was prevented for reasons defined herein, or to a reimbursement of the purchased Ticket according to the type and kind of the Ticket the use of which was prevented for reasons defined herein;
- 13.6.3.2.** a reimbursement of 50% of a return Ticket if the transport down cannot be taken as a result of a failure on all transport facilities;
- 13.6.3.3.** a reimbursement of 25% of a return Ticket if the transport down from Štart cannot be taken as a result of a failure on a transport facility;
- 13.6.3.4.** in the case of a “Lomnický štít” Ticket, the customer is entitled to a full reimbursement provided that the customer may not be transported from the start station due to reasons defined herein;
- 13.6.3.5.** in the case of a “Lomnický štít” Ticket, the customer is entitled to a reimbursement for the “Lomnický štít” Ticket reduced by 50% of a return Ticket to Tatranská Lomnica – Skalnaté pleso provided that the customer may not reach the target station Lomnický štít for the reasons defined herein, but the customer is transported to Tatranská Lomnica – Skalnaté pleso – Tatranská Lomnica or to Tatranská Lomnica – Skalnaté pleso instead.
- 13.6.4.** at a resort Vysoké Tatry – Starý Smokovec holder is entitled to the following:
- 13.6.4.1.** a full reimbursement if the transport cannot be taken as a result of a failure on all transport facilities;
- 13.6.4.2.** a reimbursement of 50% of a return Ticket if the transport down cannot be taken as a result of a failure on all transport facilities;
- 13.6.5.** at a resort Vysoké Tatry – Tatranská Lomnica and Vysoké Tatry - Starý Smokovec holder is entitled to the following:
- 13.6.5.1.** in the case of a “MAGISTRALA Ticket” or a return Ticket, the customer shall be entitled to a reimbursement of travel costs of 50% of a “MAGISTRALA Ticket” or of a return Ticket 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) due to reasons defined herein.
- 13.6.5.2.** in the case of a “2 in 1 Ticket”, the customer shall be entitled to a reimbursement of 75% of a “2 in 1 Ticket” provided that the customer is transported only to Tatranská Lomnica – Skalnaté pleso or only to Starý Smokovec – Hrebienok for the reasons defined herein; a reimbursement of 50% of a “2 in 1 Ticket” provided that the customer is transported only to Tatranská Lomnica – Skalnaté pleso and Skalnaté pleso – Lomnické sedlo or return transport to Starý Smokovec – Hrebienok – Starý Smokovec or Tatranská Lomnica – Skalnaté pleso – Tatranská Lomnica for reasons defined herein; a reimbursement of 25% of a “2 in 1 Ticket” provided that the customer is transported only to Tatranská Lomnica – Skalnaté pleso



- and Skalnaté pleso – Lomnické sedlo – Skalnaté pleso or a return transport to Starý Smokovec – Hrebienok – Starý Smokovec and Tatranská Lomnica – Skalnaté pleso or Tatranská Lomnica – Skalnaté pleso – Tatranská Lomnica and Starý Smokovec – Hrebienok for the reasons defined herein;
- 13.7.** Regarding the special offer Tickets (e.g. Special offer for loyal customers, etc.), the provision of compensation in the case of legitimate complaints is only valid during the validity of the special offer.
- 13.8. 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 provision of reimbursement of the travel costs and to choose the method of reimbursement and the reimbursed amount.**
- 13.9.** 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 day of sending the request by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity that is 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 competent 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 a 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) another 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 for alternative resolution of his/her dispute through online platform 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 dispute, visit website of Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.
- 14.** Transport cancellation on the part of a customer for subjective reasons prior to transport commencement:
- 14.1. If customer wishes to cancel the transportation due to subjunctive reasons (e.g. illness, injury or personal reasons) prior to the transport commencement, however, no more than 24 hours 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 in the case of a Ticket that was purchased through automated business point (GOPASS Point) or through online 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.**

**14.2.** When it comes to “Lomnický štít” Ticket, if the customer cancels transportation due to subjective reasons on the part of a customer (e.g. illness, injury, etc.) or for no reason at all:

**14.2.1.** the customer is entitled to a full reimbursement of a “Lomnický štít” Ticket from the time of purchase of the “Lomnický štít” Ticket, however, not later than within 24 hours prior to the time of departure of an elevated cableway from the Skalnaté pleso station which is indicated on a seat reservation ticket.

**14.2.2.** the customer is entitled to a reimbursement of 50% of a “Skalnaté pleso – Lomnický štít” Ticket at the time within 24 hours and 60 minutes prior to the time of departure of an elevated cableway from the Skalnaté pleso station which is indicated on a seat reservation ticket.

**14.2.3.** the customer is not entitled to any financial reimbursement or non-financial performance or compensation within the time shorter than 60 minutes prior to the time of departure of an elevated cableway from the Skalnaté Pleso station which is indicated on a seat reservation ticket.

**The Operator reserves the right to individually assess each case of such a cancellation of transport on the basis of “Lomnický štít” Ticket purchased at a cashier or the information centre (offline) 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.**

**The Operator reserves the right to individually assess each case of such a cancellation of transport on the basis of “Lomnický štít” Ticket purchased by means of automated business place (GOPASS Tickets) or by the internet program GOPASS (online) 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.**

**14.3** The customer is not entitled to any financial or non-financial performance or compensation provided the customer misses the transportation by elevated cableways to Skalnaté pleso – Lomnický štít at the time as stated on a seat reservation ticket.

**15. Principles for personal data processing:**

Information concerning the personal data protection are contained in the Principles for Protection of Privacy and Personal Data Processing of TMR Group and is available on Internet website [www.tmr.sk/about-us/gdpr/](http://www.tmr.sk/about-us/gdpr/).

16. **By purchasing the Ticket and by using transport services by cableways (mountain transport facilities) at resorts operated by TMR Company, the customer undertakes to observe instructions given by an authorized employee of Operator or persons appointed by Operator, these General Business Terms and Conditions, special business terms and conditions applicable for individual types of services and generally binding legal regulations related to the movement and behaviour of persons present in mountains resorts (e.g. TANAP, NAPANT). The customer is obliged to carry the valid Ticket with them all the time. The customer must present a valid Ticket any time he/she is asked by Operator's member of staff or person appointed by Operator for purposes of inspection.**
17. TMR Company is entitled to block (discard) the Ticket and prevent a customer from using services at resorts operated by TMR Company if it discovers that the Ticket is being used by a person who is not entitled to use it, and when it comes to Tickets issued in the name by a person who is not listed as the holder of the Ticket or if the Operator through inspection discovers that this Ticket is used by a person who is not the person who used the Ticket for passing through the reading device (turnstile) the first time, and when it comes to other Tickets (offline sale), if the Operator through inspection discovers that the Ticket is used also by a person who did not use that Ticket for passing through the reading device (turnstile) the first time. Non-transferable Tickets are only valid with an ID card, or with a health insurance card when it comes to children under 15 years, and when it comes to discounted Tickets, with a document proving the right to the issuance of a discounted Ticket. For purposes of inspection, Operator is entitled to request an ID card, a health insurance card when it comes to children under 15 years, and when it comes to discounted Tickets, a document proving the right to the issuance of a discounted Ticket.
18. **If the Ticket becomes discarded as a result of breach of General Business Terms and Conditions (if the Ticket is misused, resulting in unauthorised use of transport services provided by Operator at resorts which are operated by TMR Company or if Section 16 or Section 19 of these General Terms and Conditions or of Section 20 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 TMR Company at resorts, nor has the customer any right to reimbursement of the price paid or of its aliquot part.**
19. Without the consent of the Operator, there is a ban on the use of the cableways (mountain transport facilities), its cabins and seats, boarding and exit stations of the cableways (mountain transport facilities) for advertising purposes (e.g. to placing booths, advertising equipment, etc.). The Ticket does not entitle its holder to carry out any business or other gainful activities by whatsoever manner, including the boarding and exit station of transport facilities or on cableways or transport facilities, without the consent granted by TMR Company as the Operator and without relevant licences according to generally binding legal regulations.
20. The Operator reserves the right to refuse the client the provision of transport by cableways at a resort, or to proceed under Section 17 of these General Business Terms and Conditions

(to block and discard the Ticket) if the client with his/her behaviour threatens or causes harm to property or to the legitimate interest of Operator, or to life, health or property of other clients and visitors of a resort or to environment, or he/she ignores recommendations, instructions and restriction given by Operator's employees in charge or other authorized persons despite having been expressly warned.

21. In the event of damage to property or health of a customer during the time of using the services provided by Operator the compensation of which the customer claims from the Operator, provided that the Operator's liability for such damage to the customer is proved by the customer, the customer is obliged to inform the Operator about such damage and about the course of an event without undue delay (immediately after the damage has occurred) after the occurrence of such damage, and the customer shall do so at an Information Centre at a resort operated by the Operator, and he/she shall cooperate with the Operator in order to clarify the course of an event and to inspect the place. In the event of damage to property, the compensation for damage shall be provided by means of restitution of a thing or things (provided that liability of the Operator for damage is established) if it is possible and efficient subject to Operator's consideration.
22. Governing law:  
Any legal relations between Operator and customer in the purchase and use of services at individual resorts operated by Operator, as well as any legal relations arising thereof, shall be governed by law of the Slovak Republic.
23. These General Business Terms and Conditions shall become valid by the day of its publishing and come into effect on 01/05/2019 and shall be valid and effective throughout the summer season 2019. These General Business Terms and Conditions relate to the provision of services - the use of cableways at a resort operated by Operator. If provisions of business terms and conditions related to individual services provided by TMR Company at individual resorts, on the basis of individual kinds of Tickets according to the Price List issued by TMR Company (hereinafter referred to as „**Special Business Terms and Conditions**“) contain regulations that differ 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 Business General Terms and Conditions.

**At Demänovská Dolina on 24<sup>th</sup> April 2019**

#### **Supervisory body**

Central Inspectorate of the Slovak Trade Inspection Prievozská 32, Bratislava



**TATRY**  
MOUNTAIN RESORTS

Slovak Trade Inspection Inspectorate with its registered office in Žilina, Žilina region, Predmestská  
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