

GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

In Demänovská Dolina on 15/10/2018

1 PREAMBLE

- 1.1 The General Terms and Conditions of the GOPASS programme are 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, a. s.**”) pursuant to laws of the Slovak Republic.
- 1.2 The General Terms and Conditions of the GOPASS programme (hereinafter referred to as “**GTC**”) specify rights and duties between individual clients and TMR, a.s. within the GOPASS programme related mainly to the issuing of GOPASS cards, their usage, purchase of products and services in the GOPASS internet shop, the system of receiving loyalty points and their subsequent usage in the form of various benefits that are available in the e-shop of the GOPASS programme as well as in facilities operated by TMR, a.s. and/or business partners of TMR, a.s.
- 1.3 The General Terms and Conditions of the GOPASS programme specify legal relations between the parties of a distance contract concluded via the www.gopass.sk e-shop – i.e. TMR, a.s. (supplier) and individual programme members (buyers); or via the www.gopass.cz e-shop – i.e. MELIDA, a.s. (supplier) and individual programme members (buyers); or via the www.gopass.pl e-shop – i.e. SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A (supplier) and individual programme members (buyers).
- 1.4 The GOPASS programme is meant to provide high standard benefits to regular clients of facilities operated by TMR, a.s. These benefits can be used by the clients at their sole discretion in the e-shop of the GOPASS programme, at facilities operated by TMR, a.s. and/or business partners of TMR, a.s.
- 1.5 The GOPASS programme is based on the principle of collecting loyalty points for purchasing products and/or services at facilities operated by TMR, a.s., facilities operated by business partners of TMR, a.s. and in the e-shop of the GOPASS programme. The loyalty points can be used by the programme members at their sole discretion in accordance with these GTC. The GOPASS card is the data medium and the authorisation element which serves for collecting loyalty points of the programme members, using discounts and benefits for redeemed loyalty points at selected and marked facilities operated by TMR, a.s. and/or partners of TMR, a.s.
- 1.6 Acceptance facilities where the programme members can use discounts, benefits and services based on their membership of the GOPASS programme and collect loyalty points are marked with the GOPASS symbol.
- 1.7 The latest list of discounts, benefits and services including the terms and conditions related to them is included in current price lists of products and services at marked facilities operated by TMR, a.s., at marked facilities operated by business partners of TMR, a.s., and available in the e-shop of the GOPASS programme.
- 1.8 As far as these GTC are concerned, any legal entity or natural person that has entered a specific contractual relationship with TMR, a.s., which operates the GOPASS programme, and is able to provide products, services and discounts to programme members in accordance with applicable legal regulations is considered to be a business partner of TMR, a.s. (hereinafter referred to as

“**Business partner of TMR, a.s.**”). The Business partners of TMR, a. s. include: MELIDA, a. s., with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 24166511, registered at the District court of Hradec Králové, file no.: B 3175; 1. Tatranská, akciová spoločnosť, with the registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Company number: 31 395 783, registered at the District court of Prešov, Section: Sa, Insertion no.: 10427/P; EUROCOM Investment, s.r.o., with the registered office at 034 83 Bešeňová 136, Slovak Republic, Company number: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion no. 14558/L; SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A., with the registered office at Narciarska 10, 43-370 Szczyrk, Poland, Company number /Regon: 072818322, registered in Krajowy rejester sadowy, Sad Rejonowy Bielsku-Białej, number KRS: 0000140818 (hereinafter referred to as “SON”) and ŚLASKIE WESOŁE MIASTECZKO SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOSCIA, with the registered office at PLAC ATRAKCJI, nr.1, 41 501 Chorzow, Poland, Company number/Regon:243516267, registered in Sad Rejonowy Katowice-Wschod w Katowicach, number KRS :0000499958 (hereinafter referred to as “SWM”). The contracts concluded between TMR, a. s. and its Business partners are not available to GOPASS programme members and/or the public. All contract details are confidential. There are no direct rights and duties of GOPASS programme members that would be based on the given contracts.

- 1.9** All details of the General Terms and Conditions of the GOPASS programme apply to all Business partners of TMR, a.s. .

2 GOPASS PROGRAMME MEMBERSHIP AND GOPASS PROGRAMME MEMBERS

- 2.1.** Only natural persons who meet the terms and conditions of the GOPASS membership specified below may register as GOPASS programme members. GOPASS membership is not available for legal entities (e.g. trading companies) or business persons who perform their business activities based on Act No. 455/1991 Coll. on Trade Licencing (Trade Licencing Act) as subsequently amended or another authorisation.

- 2.2** To apply for a **partial GOPASS membership** – registration in Slovakia, every applicant must either:

2.2.1 fill in and sign a GOPASS registration form:

2.2.1.1 at the respective accommodation facility operated by TMR, a.s.;

2.2.1.2 at the respective accommodation facility that has entered a contractual relationship with TMR, a.s., REGION LIPTOV – regional tourism organisation, Región Vysoké Tatry – regional tourism organisation, Klaster Liptov or selected contractual travel agencies;

2.2.2 register via automated sales points (GOPASS Point/ GOPASS Ticket) in individual resorts operated by TMR, a. s. and in the water park of Bešeňová;

2.2.3 send a registration text message (SMS) with the number of the respective non-registered GOPASS card;

2.2.4 register on www.gopass.sk.

- 2.3** To apply for a **partial GOPASS membership** – registration in the Czech Republic, every applicant must either:

2.3.1 fill in and sign a GOPASS registration form:

2.3.1.1 at the respective accommodation facility that has entered a contractual relationship with TMR, a.s., Business partners of TMR, a.s. or selected contractual travel agencies;

2.3.1.2 register/buy a “Spindl Card”;

2.3.2 send a registration text message (SMS) with the number of the respective non-registered GOPASS card;

2.3.3 register on www.gopass.cz.

- 2.4** To apply for a **partial GOPASS membership** – registration **in Poland**, every applicant must either:
- 2.4.1 fill in and sign a GOPASS registration form:
 - 2.4.1.1 at the respective accommodation facility that has entered a contractual relationship with TMR, a.s., Business partners of TMR, a.s. or selected contractual travel agencies;
 - 2.4.2 send a registration text message (SMS) with the number of the respective non-registered GOPASS card;
 - 2.4.3 register on www.gopass.pl.
- 2.5** To apply for a **regular GOPASS membership**, every applicant must register on: www.gopass.sk / www.gopass.cz / www.gopass.pl, agree to the General Terms and Conditions and to the processing of their personal data entered in the registration form for the purpose of GOPASS membership administration.
- 2.6** **GOPASS programme members** are specified as follows:
- 2.6.1 **Main users** – each natural person older than 15 years who is a regular/partial member of the GOPASS programme and has a “main account” in the GOPASS programme.
 - 2.6.2 **Subordinate users** – each natural person who is a regular/partial member of the GOPASS programme, has registered for the GOPASS programme personally or has been registered by the Primary user and has a “subordinate account” in the GOPASS programme. (Primary users and Subordinate users collectively hereinafter referred to as **“GOPASS programme members”**.)

3 **GOPASS CARDS**

- 3.1** There are several types of GOPASS cards (hereinafter referred to as **“GOPASS cards”**) as specified below:
- 3.1.1** **GOPASS card 021** is a card given to clients who register for a partial membership in Slovakia (does not apply to registrations pursuant to item 2.2.2 of these GTC) or for a regular membership on www.gopass.sk. Every card is free of charge. Programme members pay only 2 EUR for postage costs if their card is sent via post.
 - 3.1.2** **GOPASS card 022** is a card given to clients who register for a partial membership in the Czech Republic or for a regular membership on www.gopass.cz. Every card costs 50 CZK and if sent via post, clients don't pay for postage costs.
 - 3.1.3** **GOPASS card 023** is a card given to clients who register for a partial membership in Poland or for a regular membership on www.gopass.pl. Every card costs 10 PLN and if sent via post, clients don't pay for postage costs.
 - 3.1.4** **GOPASS card 024** is a card given to clients who register for a partial membership in Slovakia – pursuant to item 2.2.2 of these GTC. Every card is free of charge.
 - 3.1.5** **Temporary GOPASS card** is a card given to clients who register for a regular membership on www.gopass.sk / www.gopass.cz / www.gopass.pl and buy products/services in the e-shop of the GOPASS programme at the same time. Temporary GOPASS programme cards are sent to the email addresses that the respective GOPASS programme members entered in their registration forms. Every temporary GOPASS card is issued in the form of a **boarding pass** that contains a unique bar code and can be used for collecting loyalty points and using them at facilities operated by TMR, a. s. and at facilities operated by Business partners of TMR, a. s. This does not apply to selected products.

(all cards hereinafter referred to as **“GOPASS card(s)”**)

- 3.2** Every GOPASS card (except Temporary cards) is issued as a contactless chip card. It contains a bar code and the identification number of the respective GOPASS programme member. The card serves for authorisation of GOPASS programme members.
- 3.3** GOPASS chip cards can be topped up with travel tickets / ski passes that are valid in all ski resorts operated by TMR, a. s. and its Business partners.
- 3.4** Every GOPASS programme member who paid a 2 EUR deposit for their GOPASS chip card before 30/11/2017 pursuant to item 3.1.1 of these GTC can ask TMR, a.s. to have it returned by filling an official request for deposit refund and returning their GOPASS chip card at information centres of ski resorts operated by TMR, a. s. or sending their GOPASS chip card to the official address of TMR, a. s.: Demänovská Dolina 72, 031 01 Liptovský Mikuláš. In such case, the 2 EUR deposit shall be paid back to the respective programme member. Once the deposit is paid back pursuant to this GTC item, all loyalty points collected on the Main account of the respective user as of the day of the GOPASS card return shall be cancelled.
- 3.5** If any GOPASS programme member returns their GOPASS card in the value of 50 CZK pursuant to item 3.1.2 of these GTC, they can ask TMR, a.s. to have the respective fee returned by filling an official request for fee refund and returning their GOPASS chip card at information centres of ski resorts operated by the Business partner – MELIDA, a.s. or sending their GOPASS chip card to the official address of TMR, a. s.: Demänovská Dolina 72, 031 01 Liptovský Mikuláš. In such case, the 50 CZK fee shall be paid back to the respective programme member. Once the fee is paid back pursuant to this GTC item, all loyalty points collected on the Main account of the respective user as of the day of the GOPASS card return shall be cancelled.
- 3.6** If any GOPASS programme member returns their GOPASS card in the value of 10 PLN pursuant to item 3.1.3 of these GTC, they can ask TMR, a.s. to have the respective fee returned by filling an official request for fee refund and returning their GOPASS chip card at information centres of ski resorts operated by the Business partner – SON or sending their GOPASS chip card to the official address of TMR, a. s.: Demänovská Dolina 72, 031 01 Liptovský Mikuláš. In such case, the 10 PLN fee shall be paid back to the respective programme member. Once the fee is paid back pursuant to this GTC item, all loyalty points collected on the Main account of the respective user as of the day of the GOPASS card return shall be cancelled.
- 3.7** Every GOPASS programme member is obliged to use their GOPASS card pursuant to these GTC.
- 3.8** The validity of every GOPASS card expires on the day the respective membership of the GOPASS programme expires. Once the membership of the GOPASS programme expires, the respective member who paid a 2 EUR deposit for their chip card before 30/11/2017 shall have the deposit paid back pursuant to item 3.1.1 of these GTC if they return their card at any information centre of ski resorts operated by TMR, a. s. Once the membership of the GOPASS programme expires, the respective member who paid a 50 CZK fee for their chip card pursuant to item 3.1.2 of these GTC or a 10 PLN fee pursuant to item 3.1.3 of these GTC shall have the fee paid back if they return their card at the information centre of the Špindlerův Mlýn ski resort, Czech Republic (applies to GOPASS cards purchased pursuant to item 3.1.2) or at the information centre of the SZCZYRKOWSKI OŚRODEK NARCIARSKI ski resort, Poland (applies to GOPASS cards purchased pursuant to item 3.1.3).
- 3.9** Once any membership of the GOPASS programme expires, the respective member of the GOPASS programme is responsible for any damage caused by unauthorised use of their GOPASS card and undertakes to pay for it to TMR, a. s.
- 3.10** Every GOPASS card is non-transferable and valid only if used along with a valid ID of the respective GOPASS programme member. The GOPASS card can be used only by the programme member

whose name is displayed on it. Each programme member undertakes to cooperate with TMR, a.s. and/or Business partners of TMR, a.s. in case of inspection and show an identification document (ID, passport) to a respective member of TMR, a.s. staff or an employee of the Business partner of TMR, a.s. to have their identity verified. Children under 15 years prove their identity with health insurance cards or other relevant documents.

- 3.11** Valid GOPASS cards are accepted at selected GOPASS acceptance facilities if shown to the staff.
- 3.12** GOPASS programme members who do not have their valid GOPASS cards at disposal cannot use discounts, benefits, services and/or collect loyalty points, not even after a certain period of time.
- 3.13** Authorised members of TMR, a.s. staff and/or authorised employees of Business partners of TMR, a.s. are entitled to revoke any GOPASS card that is not used by its authorised holder and member of the GOPASS programme. TMR, a.s. reserves the right to decide on further steps to be taken in such case.

4 GOPASS accounts

- 4.1.** Every individually registered member of the GOPASS programme – Main user pursuant to item 2.6.1 of these GTC has a personal GOPASS account created in the GOPASS programme (hereinafter referred to as “**Main GOPASS account**”).
- 4.2.** Every GOPASS programme member who has been registered by a Main user or has registered individually, i.e. every Subordinate user in accordance with item 2.6.2 of these GTC has a personal GOPASS account created in the GOPASS programme and subordinated to the Main account of the Main user (hereinafter referred to as “**Subordinate GOPASS account**”).
- 4.3.** Every Main user is entitled to add a maximum of 10 (ten) subordinate GOPASS accounts to their Main account.
- 4.4.** Every Main user is entitled to decide about removing any Subordinate user from their Main account at their own discretion, i.e. by separating the Subordinate account and specifying the email address of the Subordinate user. If the respective Subordinate user completes their registration for the GOPASS programme, their Subordinate account at the Main user ceases to exist. All products that such Subordinate user has purchased to their Subordinate account remain in the account but the collected loyalty points remain in the Main account of the Main user. If the respective Subordinate user does not complete their registration for the GOPASS programme based on the separation, the Subordinate account at the Main user remains active.
- 4.5.** Any Subordinate user can ask TMR, a. s. to have their Subordinate account be removed from the Main account by writing an official request and sending it via email to: info@gopass.sk ([registration on www.gopass.sk](http://www.gopass.sk)), info@gopass.cz ([registration on www.gopass.cz](http://www.gopass.cz)), info@gopass.pl ([registration on www.gopass.pl](http://www.gopass.pl)). All products purchased by such Subordinate user in their Subordinate account remain in the account but the loyalty points remain in the Main account of the Main user.
- 4.6.** Every GOPASS programme member – Main user has access to their Main account on the website www.gopass.sk / www.gopass.cz / www.gopass.pl once they enter their login email address and password.
- 4.7.** Every login email address and password is specified by the respective Main user and valid during their GOPASS membership period.
- 4.8.** Every Main user is entitled to change the password of their Main account, the phone number and address of the Main user, as well as the phone number and address of the Subordinate user which

have been entered when registering for the GOPASS programme. The login email address of the any Main account can be changed only if the respective Main user sends an official request via email to: info@gopass.sk ([registration on www.gopass.sk](http://www.gopass.sk)), info@gopass.cz ([registration on www.gopass.cz](http://www.gopass.cz)), info@gopass.pl ([registration on www.gopass.pl](http://www.gopass.pl)). The request must contain the original login email address and/or GOPASS card number.

- 4.9. Every Main user manages their GOPASS points, collected GOPASS vouchers and cards issued for the given account in the GOPASS programme in their Main GOPASS account.
- 4.10. All point transactions for products/services purchased at facilities operated by TMR, a. s. and its Business partners of TMR, a. s. that have been completed by the respective GOPASS programme member (Main user, Subordinate user) based on a GOPASS card are recorded and points can be added/removed automatically only to/from the Main account of the Main user.
- 4.11. TMR, a. s. is not responsible and liable for any damage that might result from accessing any Main account via the website www.gopass.sk/www.gopass.cz/www.gopass.cz. Every Main user is obliged to keep their Main account login data secret and to protect it from any misuse. TMR, a. s. is not responsible and liable for any damage that might result from falsifying login data or incorrectly entered data when creating, changing or cancelling a membership of the GOPASS programme.

5 LOYALTY POINTS IN THE GOPASS PROGRAMME

- 5.1. Every GOPASS programme member (Main user/Subordinate user) is entitled to collect GOPASS loyalty points to their Main account for purchasing products and/or services at facilities that accept GOPASS and redeem the points from the Main account for discounts and benefits when purchasing products/services.
- 5.2. Every Subordinate member can collect/use only GOPASS loyalty points from the Main account of the respective Main user and redeem them for discounts and benefits when purchasing products and/or services at facilities that accept GOPASS.
- 5.3. Every Main programme user is entitled to collect loyalty points for purchasing products and/or services in the e-shop of the GOPASS programme and redeem them for discounts and benefits when purchasing products and/or services in the e-shop of the GOPASS programme. Subordinate users are not entitled to buy products/services in the e-shop of the GOPASS programme.
- 5.4. TMR, a.s. reserves the right not to **transfer** loyalty points to the members of the GOPASS programme (Main users/Subordinate users) for purchasing products at TATRY MOTION and ŠPINDL MOTION shops during the so called "AMERICAN SALE" and for purchasing accommodation services at accommodation facilities operated by TMR, a.s. and/or Business partners of TMR, a.s. arranged via third parties (e.g. Booking.com, Expedia.com, etc.). This means that GOPASS programme members can earn loyalty points for purchasing accommodation services only if these are arranged via the reservation department of TMR Hotels (phone, email) and/or if booking online via TMR Hotels (<https://booking.tmrhotels.com>) and/or via the receptions of individual accommodation facilities operated by TMR, a. s. or Business partners of TMR, a. s.
- 5.5. Every GOPASS programme member automatically collects loyalty points for buying products/services at GOPASS acceptance facilities if they show their GOPASS card. This does not apply to item 5.4 of these GTC. In the case of buying products/services in the e-shop of the GOPASS programme, loyalty points are added to the Main account of the respective Main user within a maximum of 24 hours after the purchase is completed. If any GOPASS programme member buys products/services at a GOPASS acceptance facility, they are entitled to ask the staff to have GOPASS loyalty points collected for the purchased product/service. However, they must do so before paying for the product/service and are obliged to show their valid GOPASS card. Loyalty

points are added to Main accounts of GOPASS programme members – Main users automatically within a maximum of 24 hours.

- 5.6. Every GOPASS programme member collects one (1) loyalty point for each EURO of the price paid for products/services at GOPASS acceptance facilities in the Slovak Republic if they show their valid GOPASS card and for products/services purchased by the Main user in the e-shop of the GOPASS programme on www.gopass.sk. Every GOPASS programme member collects one (1) loyalty point for each 25 CZK of the price paid for products/services at GOPASS acceptance facilities in the Czech Republic if they show their valid GOPASS card and for products/services purchased by the Main user in the e-shop of the GOPASS programme on www.gopass.cz. Every GOPASS programme member collects one (1) loyalty point for each 4 PLN of the price paid for products/services at GOPASS acceptance facilities in the Polish Republic if they show their valid GOPASS card and for products/services purchased by the Main user in the e-shop of the GOPASS programme on www.gopass.pl.
- 5.7. TMR, a.s. reserves the right to change the value of GOPASS loyalty points. In such case, TMR, a.s. is obliged to inform programme members about the changed value via the respective websites: www.gopass.sk/ www.gopass.cz/ www.gopass.pl. The new value becomes effective once published on www.gopass.sk/ www.gopass.cz/ www.gopass.pl.
- 5.8. **Main users** can view their latest loyalty point number in their Main accounts on the websites they have registered: www.gopass.sk / www.gopass.cz/ www.gopass.pl. To do so, they must log in by using their email address and password.
- 5.9. When shopping at a GOPASS acceptance facility and showing a valid GOPASS card, every GOPASS programme member is entitled to get a receipt from the respective staff member to check the number of GOPASS loyalty points collected. If the number of points collected does not correspond to the value of the purchased products/services or no points were collected in the Main account of the Main user, the GOPASS programme member has the right to have the correct number of their GOPASS loyalty points collected no later than within 10 days after the shopping has been completed. To do so, the GOPASS programme member must send a scanned copy of the respective receipt to: reklamacia@gopass.sk (shopping in Slovakia) / reklamacie@gopass.pl (shopping in Poland) / reklamace@gopass.cz (shopping in the Czech Republic).
- 5.10. When shopping in the GOPASS internet shop on: www.gopass.sk, each Main user has a tax receipt sent to their email address, specifying the number of points that were collected. If the number of points collected does not correspond to the value of the purchased products/services or no points were collected in the Main account of the Main user, the respective Main user has the right to have the correct number of their GOPASS loyalty points collected no later than within 10 days after the shopping has been completed. To do so, the GOPASS programme member must send a scanned copy of the respective tax receipt to the address of TMR, a.s.: reklamacia@gopass.sk (shopping in Slovakia) / reklamacie@gopass.pl (shopping in Poland) / reklamace@gopass.cz (shopping in the Czech Republic).
- 5.11. TMR, a.s. reserves the right to consider or refuse collecting points to Main users if not claimed in accordance with item 5 of these GTC. If TMR, a.s. discovers that any GOPASS programme member had GOPASS loyalty points collected contrary to these GTC, TMR, a.s. is entitled to cancel such loyalty points from the respective Main account of the Main user, which the user shall be informed about by TMR, a.s.
- 5.12. The validity of GOPASS loyalty points is limited as follows:
 - 5.12.1 The validity period of GOPASS loyalty points expires on 30/04 (12:00midnight) every calendar year if the respective GOPASS programme member has not redeemed their

GOPASS loyalty points for discounts or benefits when buying products and services, and/or has not earned any GOPASS loyalty points for purchasing products or services at acceptance facilities or in the GOPASS internet shop for the period of 2 (two) years as of the day of expiration, including the day of expiration, in the respective calendar year (hereinafter referred to as “**Period under review I**”). In such case, the GOPASS loyalty points collected as of the first day of the Period under review I become invalid without any compensation.

- 5.12.2 The validity period of GOPASS loyalty points expires on 31/10 (12:00midnight) every calendar year if the respective GOPASS programme member has not redeemed their GOPASS loyalty points for discounts or benefits when buying products and services, and/or has not earned any GOPASS loyalty points for purchasing products or services at acceptance facilities or in the GOPASS internet shop for the period of 2 (two) years as of the day of expiration, including the day of expiration, in the respective calendar year (hereinafter referred to as “**Period under review II**”). In such case, the GOPASS loyalty points collected as of the first day of the Period under review II become invalid without any compensation.

Example:

If any GOPASS programme member who has not redeemed their loyalty points for discounts or benefits when buying products and services, and/or has not got any GOPASS loyalty points for purchasing products or services at acceptance facilities or in the GOPASS internet shop from 31/10/2014 to 31/10/2016 (including), the validity period of their GOPASS loyalty points collected until 31/10/2014 (including) expires on 31/10/2016 (12:00midnight) without any compensation.

6 REDUCED RATES AND BENEFITS OFFERED TO GOPASS PROGRAMME MEMBERS

- 6.1** Members of the GOPASS programme (Main users/Subordinate users) can buy products/services at lower prices only if they show their valid GOPASS cards at GOPASS acceptance facilities, at automated ticket machines (GOPASS Points) and/or in the e-shop of the GOPASS programme on www.gopass.sk/ www.gopass.cz/ www.gopass.pl (the latter applies to Main users only). The prices are specified by TMR, a.s. or its Business partners and apply if they are valid at the time of the purchase – in EUR when shopping on www.gopass.sk, in CZK when shopping on www.gopass.cz or in PLN when shopping on www.gopass.pl.
- 6.2** The latest list of benefits which are offered to GOPASS programme members is always published on www.gopass.sk/ www.gopass.cz/ www.gopass.pl.
- 6.3** Every GOPASS programme member acknowledges to be aware that the list of benefits and the system of offering discounts and benefits to GOPASS programme members are subject to change. TMR, a.s. and Business partners of TMR, a.s. undertake to update the list of all benefits and discounts regularly on www.gopass.sk/ www.gopass.cz/ www.gopass.pl.
- 6.4** ISIC, ITIC, EURO26, GO26 card holders must begin with entering their card number in their accounts on www.gopass.sk/ www.gopass.cz/ www.gopass.pl (before entering the number of regional or other discount codes) as ISIC, ITIC, EURO26, GO26 cards do not provide one-off discounts. ISIC, ITIC, EURO26, GO26 cards change the status of their holders to students although they are already adult. The numbers of ISIC, ITIC, EURO26, GO26 cards cannot be entered in the system later and their holders are then not entitled to use discounts/benefits related to the already purchased service(s).
- 6.5** Disabled GOPASS programme members with official disability cards can ask for discounts on products/services based on the respective price list of the GOPASS e-shop on www.gopass.sk/ www.gopass.cz/ www.gopass.pl only if they send a scanned copy of their disability cards to the email address: info@gopass.sk/ info@gopass.cz/ info@gopass.pl before buying the respective

product/service. Once they send their cards, every GOPASS programme member receives a confirmation or denial email that confirms or denies their discount claim related to their disability. The email shall be sent to the email address that the scanned disability card copy has been sent from. Once the respective GOPASS programme member receives a confirmation email, they can buy products/services in the GOPASS e-shop that are offered with discounts meant for disabled programme members.

7 INTERNET SHOP OF THE GOPASS PROGRAMME, CREDIT

7.1 Ordering of products/services: All services/products offered in the e-shop of the GOPASS programme must be paid for once they are ordered. Any order is considered final and binding once confirmed by TMR, a.s. (shopping on www.gopass.sk) / MELIDA, a. s. (shopping on www.gopass.cz) / SON (shopping on www.gopass.pl) in the form of a received order confirmation sent to GOPASS member's email address that entered in the respective registration form.

7.2 Main users can use www.gopass.sk to pay for products/services they have ordered as follows:

7.2.1 via the TrustPay and Cardpay/ ComfortPay services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers);

7.2.2 by using a Credit purchased and clicking on "PAY WITH A CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit. The chosen amount will be subtracted from the Credit. Main users can use this type of payment anytime, however, they are limited by the current balance of their Credits;

7.2.3 by using GOPASS loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected products/services only). The points of the respective Main user are deducted from their Main account once the payment is completed;

7.2.4 by combining regular payment with GOPASS points (applies to selected products/services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed;

7.2.5 by using MAGNUS programme loyalty points (applies to selected services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed.

7.3 Main users can use www.gopass.cz to pay for products/services they have ordered as follows:

7.3.1 via the Pay U services, by clicking on "PAY VIA INTERNET BANKING" or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and transferred to the bank account of the Business partner of TMR, a.s., i.e. the MELIDA, a. s. company, Špindlerův Mlýn, 281, postcode 543 51, Company number: 241 66 511;

7.3.2 by using GOPASS loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected products/services only). The points of the respective Main user are deducted from their Main account once the payment is completed;

- 7.3.3 by combining regular payment with GOPASS points (applies to selected products/services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.3.4 by using MAGNUS programme loyalty points (applies to selected services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed.
- 7.4** Main users can use www.gopass.pl to pay for products/services they have ordered as follows:
- 7.4.1 via the Pay U services, by clicking on "PAY VIA INTERNET BANKING" or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and transferred to the bank account of the Business partner of TMR, a.s., i.e. the SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A. company, with the registered office at: Narciarska 10, 43-370 SZCZYRK, Poland.
- 7.5** TMR, a. s. reserves the right to add new or limit the existing terms of individual payment methods in connection with services offered in the e-shop of the GOPASS programme.
- 7.6** After having used any type of payment specified above in items 7.2 to 7.4 of these GTC, the respective Main user will receive an email with order and payment confirmation and the following details: type of product/service, date of delivery/provision of service, duration of the contract and a receipt. The email will be sent to the email address the client has entered in the registration form.
- 7.7** Only Main users are entitled to buy services on www.gopass.sk/ www.gopass.cz/ www.gopass.pl via their Main accounts. Main users can buy services for Subordinate users who use the respective service(s).
- 7.8 CREDIT**
- 7.8.1 Every Main user can buy a "Credit" with a certain financial value (hereinafter referred to as "Credit") in EURO on www.gopass.sk, in PLN on www.gopass.pl and in CZK on www.gopass.cz which they can use to pay for products and services in the e-shop of the GOPASS-programme on www.gopass.sk (payment in EURO), on www.gopass.pl (payment in PLN) and on www.gopass.cz (payment in CZK).
- 7.8.2 The amount of the Credit is not limited, however, the value must be always in the form of a positive number. Every Main user is entitled to increase their Credit value anytime.
- 7.8.3 Every Main user can use their Credit to purchase products and services during the whole period of their membership of the GOPASS programme. If their GOPASS programme membership expires due to any reason, the Credit in the amount which is valid on the day the membership expires will be returned to the respective Main user within 30 days after the respective Credit refund request is delivered.
- 7.8.4 The Credit can be purchased in accordance with item 7.2.1 of these GTC on www.gopass.sk, in accordance with item 7.3.1 of these GTC on www.gopass.cz and in accordance with item 7.4.1 of these GTC on www.gopass.pl.
- 7.8.5 Every programme member can by the Credit also in the form of a gift voucher for any Main user.
- 7.9 SERVICES purchased on www.gopass.sk:**

7.9.1 All services offered in the e-shop of the GOPASS programme on www.gopass.sk are presented along with their current prices which are valid at the moment the respective order is sent by the Main user. All purchase prices include VAT. Selected services are offered at prices which are time-limited (for the duration of individual offers). Discounts offered to GOPASS programme members cannot be combined. Shopping on www.gopass.sk is operated by the seller, i.e. the Tatry mountain resorts, a. s. company, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion no. 62/L, VATIN SK2020428036.

7.9.2 Contract termination related to services purchased on www.gopass.sk:

7.9.2.1 Water park tickets:

7.9.2.1.1 If clients purchase any of the offered tickets to the water park of Tatralandia, Liptovský Mikuláš and/or the water park of Bešeňová via the e-shop of the GOPASS programme on www.gopass.sk, § 7 Act no. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside of office hours of the seller, and on changes to other acts related to contract termination as subsequently amended **does not apply**.

7.9.2.1.2 Every Main user who purchases tickets other than season passes is entitled to terminate their contract for any reason or without specifying the reason. Contracts can be terminated from the moment they are concluded to 11:55pm one day before the purchased tickets are supposed to be used by the clients. The contracts can be terminated by clicking on "CANCEL FOR A CREDIT". If any Main user terminates their contract based on this GTC item, the respective ticket purchase price paid by the Main user, however, deducted by 1 EUR (handling fee) shall be returned to the CREDIT of the Main user and can be used to buy other services in the e-shop of the GOPASS programme on www.gopass.sk. If the respective service has been paid for also by using loyalty points, these shall be returned to the Main account of the Main user.

7.9.2.1.3 If any GOPASS programme member fails to use their purchased ticket to the water park of Bešeňová and/or the water park of Tatralandia due to their own reasons, TMR, a. s. does not offer any financial or other compensation.

7.9.2.1.4 Every Main user can change the date of service (ticket) use from the moment the respective contract is concluded to 11:59pm one day before the purchased service (ticket) is supposed to be used. The change of date is charged with 1 EUR.

7.9.2.1.5 The complaints policy related to water park tickets is specified by the terms and conditions of individual tickets defined by TMR, a. s. and the Business partners of TMR, a. s.

7.9.2.2 Cableway tickets / ski passes:

7.9.2.2.1 If clients purchase any of the offered ski passes/cableway tickets to any of the offered resorts via the e-shop of the GOPASS programme on www.gopass.sk, Act no. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office hours of the seller, and on changes to other acts related to contract termination as subsequently amended **does not apply**.

7.9.2.2.2 Every Main user who purchases tickets other than season ski passes/cableway passes or the FRESH TRACK product is entitled to terminate their contract for any reason or without specifying the reason. Contracts can be terminated from the moment they are concluded to 11:55pm one day before the purchased passes/tickets are supposed to be used by the clients. The contracts can be terminated by clicking on "CANCEL FOR A CREDIT". If any Main user terminates their contract based on this GTC item, the respective ticket purchase price paid by the Main user, however, deducted by 1 EUR (handling fee) shall be returned to the CREDIT of the Main user and can be used to buy

other services in the e-shop of the GOPASS programme on www.gopass.sk. If the respective service has been paid for also by using loyalty points, these shall be returned to the Main account of the Main user.

- 7.9.2.2.3 If any GOPASS programme member fails to use their purchased ski pass/cableway ticket due to their own reasons, TMR, a. s. does not offer any financial or other compensation.
- 7.9.2.2.4 Every Main user can change the date of ski pass/ticket use from the moment the respective contract is concluded to 11:59pm one day before the purchased ski pass/ticket is supposed to be used. The change of date is charged with 1 EUR.
- 7.9.2.2.5 The complaints policy related to purchased ski passes/travel tickets is specified by the terms and conditions of individual tickets/ski passes defined by TMR, a. s. and the Business partners of TMR, a. s.

7.9.2.3 **Events/activities:**

- 7.9.2.3.1 If clients purchase any of the offered event/activity tickets via the e-shop of the GOPASS programme on www.gopass.sk, Act no. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office hours of the seller, an on changes to other acts related to contract termination as subsequently amended **does not apply**.
- 7.9.2.3.2 Every Main user is entitled to terminate their contract for any reason or without specifying the reason. Contracts can be terminated from the moment they are concluded to 11:59pm one day before the purchased event/activity are supposed to be offered to the clients. The contracts can be terminated by clicking on "CANCEL FOR A CREDIT". If any Main user terminates their contract based on this GTC item, the respective ticket purchase price paid by the Main user, however, deducted by 1 EUR (handling fee) shall be returned to the CREDIT of the Main user and can be used to buy other services in the e-shop of the GOPASS programme on www.gopass.sk. If the respective service has been paid for also by using loyalty points, these shall be returned to the Main account of the Main user.
- 7.9.2.3.3 If any GOPASS programme member fails to use their purchased event/activity ticket due to their own reasons, TMR, a. s. does not offer any financial or other compensation. If any event gets cancelled, members of the GOPASS programme shall be notified via www.gopass.sk and informed how to get the ticket price paid back.
- 7.9.2.3.4 The complaints policy related to purchased tickets is specified by the terms and conditions of individual tickets defined by TMR, a. s. and the Business partners of TMR, a. s.

7.9.2.4 **Accommodation:**

- 7.9.2.4.1 Main users who purchase accommodation services at offered hotels via the e-shop of the GOPASS programme on www.gopass.sk **are not entitled to terminate their service contracts** in accordance with § 7 Sec. 6 item k) Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office hours of the seller, an on changes to other acts related to contract termination as subsequently amended.
- 7.9.2.4.2 If any GOPASS programme member fails to use purchased accommodation services due to their own reasons, TMR, a. s. does not offer any financial or other compensation.
- 7.9.2.4.3 If any GOPASS programme member terminates their contract or cancels their confirmed reservation of booked accommodation services, or partially terminates their contract or partially cancels their confirmed reservation of booked accommodation services, they are obliged to pay a cancellation fee based specified by the general terms and conditions – "Booking of accommodation and other related services" which are published on the websites of individual accommodation facilities, i.e.: www.ghpraha.sk, www.grandhotel.sk, www.hotelfis.sk, www.tatralandiavillage.sk, www.galeriathermal.sk,

www.hotelbesenova.sk, www.chaletsjasna.sk, www.grandjasna.sk,
www.hotelsrdiecko.sk, www.tristudnický.sk, www.hotelrotunda.sk, www.hotelposta.sk

- 7.9.2.4.4 The complaints policy related to purchased accommodation services is specified by the terms and conditions of individual accommodation services defined by TMR, a. s. and the Business partners of TMR, a. s .

7.10 SERVICES purchased on www.gopass.cz:

- 7.10.1 All services offered in the e-shop of the GOPASS programme on www.gopass.cz are presented along with their current prices which are valid at the moment the respective order is sent by the Main user. All purchase prices include VAT. Selected services are offered at prices which are time-limited (for the duration of individual offers). Discounts offered to GOPASS programme members cannot be combined. Shopping on www.gopass.cz is operated by the seller, i.e. the MELIDA, a. s. company, with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 24166511, registered at District Court Hradec Králové, file number: B 31, VATIN: CZ 24166511.

- 7.10.2 Contract termination related to services purchased on www.gopass.cz:

7.10.2.1 **Cableway tickets / ski passes:**

- 7.10.2.1.1 If clients purchase any of the offered ski passes/cableway tickets to any of the offered resorts via the e-shop of the GOPASS programme on www.gopass.cz, § 1820 to § 1839 of Act No. 89/2012 Coll. Civic Code as subsequently amended **do not apply**.

- 7.10.2.1.2 Every Main user who purchases tickets other than season ski passes/cableway passes or the FRESH TRACK product is entitled to terminate their contract for any reason or without specifying the reason. Contracts can be terminated from the moment they are concluded to 11:55pm one day before the purchased passes/tickets are supposed to be used by the clients. The contracts can be terminated by clicking on "CANCEL FOR A CREDIT". If any Main user terminates their contract based on this GTC item, the respective ticket purchase price paid by the Main user, however, deducted by 30 CZK (handling fee) shall be returned to the CREDIT of the Main user and can be used to buy other services in the e-shop of the GOPASS programme on www.gopass.cz. If the respective service has been paid for also by using loyalty points, these shall be returned to the Main account of the Main user.

- 7.10.2.1.3 If any GOPASS programme member fails to use their purchased ski pass/cableway ticket due to their own reasons, MELIDA, a. s. does not offer the respective loyalty points back.

- 7.10.2.1.4 Every Main user can change the date of ski pass/ticket use from the moment the respective contract is concluded to 11:59pm one day before the purchased ski pass/ticket is supposed to be used. The change of date is charged with 30 CZK.

- 7.10.2.1.5 The complaints policy related to purchased ski passes/travel tickets is specified by the terms and conditions of individual tickets/ski passes defined by TMR, a. s. and the Business partners of TMR, a. s.

7.10.2.2 **Events/activities:**

- 7.10.2.2.1 If clients purchase any of the offered event/activity tickets via the e-shop of the GOPASS programme on www.gopass.cz, § 1829 to § 1836 of Act No. 89/2012 Coll. Civic Code related to contract termination as subsequently amended **do not apply**.

- 7.10.2.2.2 Every Main user is entitled to terminate their contract for any reason or without specifying the reason. Contracts can be terminated from the moment they are concluded

to 11:59pm one day before the purchased event/activity are supposed to be offered to the clients. The contracts can be terminated by clicking on "CANCEL FOR A CREDIT". If any Main user terminates their contract based on this GTC item, the respective ticket purchase price paid by the Main user, however, deducted by 30 CZK (handling fee) shall be returned to the CREDIT of the Main user and can be used to buy other services in the e-shop of the GOPASS programme on www.gopass.cz. If the respective service has been paid for also by using loyalty points, these shall be returned to the Main account of the Main user.

7.10.2.2.3 If any GOPASS programme member fails to use their purchased event/activity ticket due to their own reasons, MELIDA, a. s. does not offer any financial or other compensation. If any event gets cancelled, members of the GOPASS programme shall be notified via www.gopass.cz and informed how to get the ticket price paid back.

7.10.2.2.4 The complaints policy related to purchased tickets is specified by the terms and conditions of individual tickets defined by TMR, a. s. and the Business partners of TMR, a. s.

7.11 SERVICES purchased on www.gopass.pl:

7.11.1 All services offered in the e-shop of the GOPASS programme on www.gopass.pl are presented along with their current prices which are valid at the moment the respective order is sent by the Main user. All purchase prices include VAT. Selected services are offered at prices with are time-limited (for the duration of individual offers). Discounts offered to GOPASS programme members cannot be combined. Shopping on www.gopass.pl is operated by the seller, i.e. the SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A company, with the registered office at: Narciarska 10, 43-370 Szczyrk Poland, Company number/Regon: 072818322, registered in Krajowy rejester sadowy, Sad Rejonowy Bielsku-Białej, KRS number: 0000140818.

7.11.2 Contract termination related to services purchased on www.gopass.pl:

7.11.2.1 Amusement park tickets:

7.11.2.1.1 If clients purchase any of the offered tickets to the amusement park of LEGENDIA, Chorzow via the e-shop of the GOPASS programme on www.gopass.pl, § 27 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination **does not apply**.

7.11.2.1.2 If any GOPASS programme member fails to use their purchased ticket to the amusement park of LEGENDIA, Chorzow due to their own reasons, SON does not offer any financial or other compensation.

7.11.2.1.3 The complaints policy related to amusement park tickets is specified by the terms and conditions of individual tickets defined by TMR, a. s. and the Business partners of TMR, a. s.

7.11.2.2 Cableway tickets / ski passes:

7.11.2.2.1 If clients purchase any of the offered ski passes/travel tickets via the e-shop of the GOPASS programme on www.gopass.pl, Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination **does not apply**.

7.11.2.2.1 If any GOPASS programme member fails to use their purchased ski pass/cableway ticket due to their own reasons, SON does not offer any financial or other compensation.

7.11.2.2 The complaints policy related to purchased ski passes/travel tickets is specified by the terms and conditions of individual tickets/ski passes defined by TMR, a. s. and the Business partners of TMR, a. s.

7.11.2.3 Events/activities:

7.11.2.3.1 If clients purchase any of the offered event/activity tickets via the e-shop of the GOPASS programme on www.gopass.pl, § 27 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination **does not apply**.

7.11.2.3.2 If any GOPASS programme member fails to use their purchased event/activity ticket due to their own reasons, SON does not offer any financial or other compensation.

7.11.2.3.3 The complaints policy related to purchased tickets is specified by the terms and conditions of individual tickets defined by TMR, a. s. and the Business partners of TMR, a. s.

7.12 WARRANTY POLICY: TMR, a. s. is liable for defects on services in accordance with applicable legal regulations, mainly § 622 and 623 of Act No. 40/1964 Coll. Civil Code as subsequently amended combined with applicable regulations of Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended and on all other generally binding legal regulations. In the case of any defects on purchased products/services, every GOPASS programme member is obliged to set up a complaint immediately once having discovered the reason(s) for complaint, i.e. on the day the service/product was not provided in the agreed or usual scope, quality, quantity and/or date. Otherwise the right to complain shall expire. The complaint must be set up personally and depending on the type of service, at an information centre in a ski resort, at an information centre in the water park of Tatralandia, at an information centre in the water park of Bešeňová, in a TATRY MOTION facility, at the reception of the respective hotel, or via email sent to reklamacia@gopass.sk ([shopping in Slovakia](#)) / reklamacje@gopass.pl ([shopping in Poland](#)) / reklamace@gopass.cz ([shopping in the Czech Republic](#)), or in writing in the form of a letter sent to the following address: TMR a.s. Ráztocká 21, Liptovský Mikuláš 03105; or by phone on the number: 00421 850 122 155 on weekdays. Any later complaints shall not be accepted. Once having examined the respective claim, TMR, a.s. will notify the respective GOPASS programme member of the subsequent procedure no later than within 30 days after it was made. When making a claim, members of the GOPASS programme are obliged to cooperate with TMR, a.s. as the company requires. TMR, a.s. will inform the customer how the defect(s) on the purchased product/service shall be dealt with via email or post within the given warranty period.

7.13 If any member of the GOPASS programme – 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 TMR, a.s., i.e. the seller has dealt with their complaint or thinks that TMR, a.s. has violated their rights, they are entitled to ask TMR, a.s., i.e. the seller to have the respective problem rectified. If TMR, a.s. rejects the request or does not respond to it within 30 days from the day it has been sent by the respective GOPASS programme member, once asked by the GOPASS programme member as mentioned above, the GOPASS programme member 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 TMR, a.s., 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 priečinok (PO Box) 29, 827 99 Bratislava; or electronically on 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 GOPASS programme member has the right to choose which of the above mentioned bodies for alternative dispute resolution he/she chooses to have his/her problem dealt with. Every GOPASS programme member has the right to choose which of the above mentioned bodies for alternative dispute resolution he/she chooses to have his/her problem dealt with. To do so, the GOPASS programme member 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>.

If any member of the GOPASS programme – 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 MELIDA, a.s., i.e. the seller has dealt with their complaint or thinks that MELIDA, a.s. has violated their rights, they are entitled to ask MELIDA, a.s., i.e. the seller to have the respective problem rectified. If MELIDA, a.s. rejects the request or does not respond to it within 30 days from the day it has been sent by the respective GOPASS programme member, once asked by the GOPASS programme member as mentioned above, the GOPASS programme member is entitled to ask for an alternative dispute resolution in accordance with Act No. 643/92 Coll. on Consumer Protection, i.e. to propose a motion at the Czech Trade Inspection, to ask it for an out-of-court dispute resolution or to address the respective court. When dealing with out-of-court dispute resolutions, the Czech Trade Inspection follows the Consumer Protection Act, which was passed by the Czech Trade Inspection based on a legal mandate: <https://www.coi.cz/userdata/files/dokumenty-ke-stazeni/pravidla-pro-postup-adr.pdf>.

- 7.14 If any GOPASS programme member – natural person, i.e. a user as defined by the Act of 23rd April 1964 Civil Code (complete version Dz. U. of 2016 r. poz. 380, 585, 1579 i 2255) is not satisfied with the way how SON, i.e. the seller has dealt with their complaint or thinks that SON has violated their rights, they are entitled to ask SON, i.e. the seller to have the respective problem rectified. If SON rejects the request or does not respond to it within 30 days from the day it has been sent by the respective GOPASS programme member, once asked by the GOPASS programme member as mentioned above, the GOPASS programme member is entitled to ask for an alternative dispute resolution in accordance with the Act of 30/05/2014 on Consumer Rights (complete version Dz.U.2017.683), the Act of 23/09/2016 on Out-of-court Dispute Resolution (complete version Dz.U.2016.1823) and Regulation (EU) No. 524/2013 of the *European* Parliament and of the Council of 21/05/2013 on online dispute resolution for consumer disputes and amending Regulation (ES) No. 2006/2004 and Regulation No. 2009/22/ES (online dispute resolution for consumer disputes) by using the online dispute resolution platform which is available on <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

8 GOPASS APP

- 8.1** The GOPASS programme can be used also via an app designated for mobile phones with Apple iOS and Google Android operation systems.
- 8.2** The app enables the users to buy selected products/services of selected mountain resorts and water parks via the www.gopass.sk/ www.gopass.cz/ www.gopass.pl e-shop, to join the Ski Challenge competition online and to collect information related to selected mountain resorts and water parks.
- 8.3** Ordering products/services: Products/services offered in the GOPASS App can be purchased only by Main users. If ordered, all products/services must be paid for immediately. Every order is considered binding from the moment it is confirmed by TMR, a.s. in the form of an email sent to the respective Main user to their email address that they entered when registering.

- 8.4** All products/services ordered on www.gopass.sk must be paid for in accordance with item 7.2.1 of these GTC (only Comfortpay), items 7.2.2, 7.2.3 and 7.2.4. Products/services ordered on www.gopass.cz must be paid for in accordance with item 7.3.1 of these GTC (PayU) and products/services ordered on www.gopass.pl must be paid for in accordance with item 7.4.1 of these GTC (PayU).
- 8.5** After having used any type of payment mentioned above in item 8.4 of these GTC, the respective Main user will receive an email confirming that the order has been accepted and paid for, with the following details: type of product/service, date of delivery/provision of service, duration of the contract and a receipt.
- 8.6** All delivery terms related to services offered in the GOPASS app are defined by applicable regulations of Article 7 of these GTC – GOPASS e-shop.

9 LOST, STOLEN AND DAMAGED GOPASS CARDS

- 9.1** Every GOPASS card is issued based on a request of the respective GOPASS member (Main user/Subordinate user) for an indefinite period of time.
- 9.2** Every GOPASS programme member is obliged to protect their GOPASS card and prevent it from being lost, damaged or destroyed. They are also obliged to prevent that their GOPASS card is used by an unauthorised person.
- 9.3** Every GOPASS programme member (or their legal representative) is obliged to report the damage, loss or theft of their GOPASS card immediately – personally at TMR, a.s. information centres, or by phone on the GOPASS helpline: 0850 122 155 (international calls: +421 220 510 448); or have it blocked by logging to their GOPASS account on [www.gopass.sk/](http://www.gopass.sk) [www.gopass.cz/](http://www.gopass.cz) www.gopass.pl (i.e. on the website they have registered – this option is available only to Main users who can block GOPASS cards of Subordinate users). Once being informed about the loss, theft or damage, TMR, a.s. shall block the respective GOPASS card immediately.
- 9.4** Any Main user who loses, causes damage or has their GOPASS card stolen (the same applies to GOPASS cards of their Subordinate users) can ask TMR, a. s. to have a new GOPASS card issued. To do so, the respective Main user must log in to their Main account on the website they have registered: [www.gopass.sk/](http://www.gopass.sk) [www.gopass.cz/](http://www.gopass.cz) www.gopass.pl. Once TMR, a.s. checks the identity of the respective member in the GOPASS system, the old card is blocked and a new, replacement one is issued. Main users can order new GOPASS cards in the e-shop of the GOPASS programme on [www.gopass.sk/](http://www.gopass.sk) [www.gopass.cz/](http://www.gopass.cz) www.gopass.pl. Main users/Subordinate users can ask to have new GOPASS cards issued at information centres of individual resorts. Every Main user who orders a new GOPASS card via the e-shop is obliged to pay a 2 EUR fee/delivery for postage costs. Every GOPASS programme member who has a new GOPASS card issued at information centres is obliged to pay a 2 EUR handling fee.
- 9.5** Once a new GOPASS card is issued, all previous records and settings in the account of the respective Main user remain unchanged and the new card assigned to the GOPASS account is considered the only valid one of the Main user/Subordinate user.
- 9.6** If the lost, stolen or damaged GOPASS card was topped up with a ski pass, the respective GOPASS programme member will be given a new card with a ski pass for the remaining number of skiing days.

- 9.7** Such member is not entitled to be paid the whole or aliquot ski pass price back; or to receive any other form of compensation for the days they were late with the loss/theft report. The programme member is not entitled to receive any financial or non-financial compensation for the loyalty points that might be potentially used by an unauthorised person on the day the respective GOPASS card was blocked.

10 GOPASS MEMBERSHIP EXPIRATION

10.1 Membership of the GOPASS programme can expire:

- 10.1.1 in accordance with item 10.2 of these GTC on GOPASS programme membership expiration;
- 10.1.2 by terminating the programme membership in accordance with item 10.4 of these GTC;
- 10.1.3 when the GOPASS programme is cancelled by TMR a.s.

10.2 Membership of the GOPASS programme is terminated immediately:

- 10.2.1 if any GOPASS member abuses the benefits offered by the GOPASS programme;
- 10.2.2 if any GOPASS programme member violates these GTC or the terms and conditions of any service/product of TMR, a.s. and/or the Business partners of TMR, a.s. that has been purchased or used via the GOPASS programme;
- 10.2.3 if any GOPASS member provides false data when registering;
- 10.2.4 if any GOPASS member uses their GOPASS card contrary to these GTC or enables any other unauthorised person to use their GOPASS card;
- 10.2.5 if any GOPASS member informs TMR, a. s. that they do not agree to the changes of the GTC in accordance with Article 12, item 12.4 of these GTC.

- 10.3** If TMR, a. s. discovers a reason for immediate membership termination of any GOPASS member in accordance with items 10.2.1 to 10.2.4 of these GTC, the company is entitled to block the respective Main/Subordinate account of the GOPASS programme member without prior notification and the membership expires on the day the reasons for immediate membership termination are discovered. Any membership terminated in accordance with item 10.2.5 of these GTC expires on the day the respective written notice of the GOPASS member about disagreeing to GTC changes is delivered to TMR, a. s.

- 10.4** Every GOPASS is entitled to cancel their membership of the GOPASS member without specifying the reason. This must be done in writing, in the form of an official request sent to: TMR, a. s. Demänovská Dolina 72, 031 01 Liptovský Mikuláš. In such case, the membership expires on the last day of the month when the cancellation notice is delivered to TMR a.s. If any GOPASS programme member has purchased a service that is supposed to be used after the notice period expires, the respective programme membership expires one day after the service is used, or after the period that is offered for using the purchased service.

- 10.5** Whatever the reason for and the form of membership cancellation or expiration, the respective GOPASS programme member loses any rights related to the membership of the GOPASS programme, including all loyalty points in their GOPASS account, discounts and benefits. In the case of membership termination specified in items 10.2.1 to 10.2.4 of these GTC, the respective GOPASS programme member is not entitled to receive financial or any other compensation for services that have been purchased in the GOPASS e-shop and could not be used. They are also not entitled to be the respective paid price or its aliquot part returned back. In the case of membership termination specified in item 10.2.5 of these GTC, the respective GOPASS programme member is entitled to have an aliquot part of the service price paid back as of the day of the membership termination.

10.6 Returning a GOPASS card is not considered termination of the membership of the respective GOPASS member, i.e. card holder.

10.7 If any membership in the GOPASS programme is cancelled due to any reason and in any form, the respective GOPASS programme member gets their Credit returned in the value which applies on the day the membership is cancelled. This must be done within 30 days from the day the membership is cancelled.

11 PRIVACY POLICY

11.1 Details related to the protection of personal data are included in the Data Protection and Privacy Policy of TMR Group and published on the website www.tmr.sk/o-nas/gdpr/.

12 FINAL PROVISIONS

12.1 The General Terms and Conditions of the GOPASS programme were published on 15/10/2018 and become effective and enter into force on 1/11/2018. Once in force, these GTC replace the General Terms and Conditions of the GOPASS programme, which were effective until 31/10/2018.

12.2 Special prices, discounts, loyalty points and other benefits meant for the members of the GOPASS programme are not legally recoverable.

12.3 TMR, a. s. is entitled to change the General Terms and Conditions due to (i) changed policy in the field of providing benefits to TMR, a.s. customers within the GOPASS programme; (ii) changed financial, economic and social situation in the Slovak Republic; (iii) changed applicable legal regulations; and/or (iv) other non-specified, compelling reasons.

12.4 TMR, a. s. is obliged to publish the currently effective version of the GTC on www.gopass.sk/ www.gopass.cz/ www.gopass.pl. If TMR, a. s. changes any GTC regulations, it undertakes to publish the updated version on www.gopass.sk/ www.gopass.cz/ www.gopass.pl no later than within 5 days the respective changes have been approved and at least 15 days before the updated GTC come into force. By joining the GOPASS programme, every member agrees that TMR, a. s. is entitled to change and amend the GTC. If any GOPASS programme member does not agree with any GTC change, they are entitled terminate their programme membership as of the day the changed GTC are published with immediate effect. To do so, they must send a written notice about the termination of their membership via email to: info@gopass.sk ([registration via www.gopass.sk](http://www.gopass.sk/)), info@gopass.cz ([registration via www.gopass.cz](http://www.gopass.cz/)), info@gopass.pl ([registration via www.gopass.pl](http://www.gopass.pl/)). Membership termination does not affect the way how the respective programme member uses services that have already been purchased before. This shall be discussed individually by each programme member. By not terminating their programme memberships, every GOPASS programme member agrees to GTC changes.

12.5 Implied manifestations of will of individual GOPASS programme members related to performing factual or legal acts, i.e. continuing shopping of products, services in the GOPASS programme and using loyalty points at facilities of TMR, a.s. and/or the Business partners of TMR, a.s. are regarded a clearly expressed consent to GTC changes.

12.6 All relationships not specified by these GTC are governed by the laws of the Slovak Republic and specific general terms and conditions related to individual products and services.

13 CONTACT ADDRESS OF THE GOPASS PROGRAMME

Tatry mountain resorts, a.s., GOPASS

Demänovská Dolina 72

031 01 Liptovský Mikuláš 1, SLOVAKIA

GOPASS helpline: 0850 122 155

International helpline: +421 220 510 448

GOPASS helpline Špindlerův Mlýn: +420 499 467 101

GOPASS helpline Poland +48 602 53 43 63

Email: info@gopass.sk, reklamacia@gopass.sk, info@gopass.cz,
reklamace@gopass.cz, info@gopass.pl, reklamacje@gopass.pl

SUPERVISORY BODY

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**