

GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

In Demänovská Dolina on 25/5/2018

1. Preamble

1.1 The General Terms and Conditions of the GOPASS programme are issued 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") pursuant to laws of the Slovak Republic.

1.2 The General Terms and Conditions of the GOPASS programme (hereinafter referred to as "GTC") specify legal relations between the customer and TMR within the GOPASS programme, related mainly to issuing of GOPASS cards, their usage, purchase of products and services in the GOPASS internet shop, the system of acquiring loyalty points and their subsequent use 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 parties of a distance contract concluded via the www.gopass.sk e-shop - TMR, a.s. (supplier) and the programme member (buyer); and/or via the www.gopass.cz e-shop - TMR, a.s. (supplier) and the programme member (buyer); and/or via the www.gopass.pl e-shop - TMR, a.s. (supplier) and the programme member (buyer).

1.4 The GOPASS programme aims to provide above-standard benefits for loyal customers 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. The loyalty points can be used by the programme members at their sole discretion in accordance with GTC. The GOPASS card is a data medium and an authorisation element by means of which individual programme members collect their loyalty points and use discounts for redeemed points at 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 in the GOPASS programme and get loyalty points are marked with the GOPASS symbol or other related symbols. The latest list of the above mentioned facilities is published by TMR, a.s. on: www.gopass.sk/www.gopass.cz/www.gopass.pl.

1.7 The latest list of discounts, benefits and services including the terms and conditions related to them is available on www.gopass.sk/www.gopass.cz/www.gopass.pl. In case of any doubts, the latest list of discounts and benefits published on www.gopass.sk/www.gopass.cz/www.gopass.pl shall be considered the only valid one.

1.8 Products and services offered in the e-shop of the GOPASS programme as well as products and services purchased by using a Credit (Credit only on www.gopass.sk) are available only for regular programme members. Products and services offered in the e-shop of the GOPASS programme are available only for regular programme members. Discounts, benefits and services for loyalty points published on www.gopass.sk/www.gopass.cz/www.gopass.pl can be used and loyalty points ascribed only

by (regular/temporary) GOPASS programme members, i.e. GOPASS card holders at facilities of TMR, a.s. and/or business partners of TMR, a.s.

1.9 As far as these General Terms and Conditions are concerned, any legal entity or natural person that has entered a contractual relationship with TMR, a.s. and is able to provide products, services and discounts to programme members in accordance with applicable regulations is considered a business partner of TMR, a.s., which operates the GOPASS programme (hereinafter referred to as "Business partner of TMR, a.s.").

1.10 Business partner of TMR, a.s.: MELIDA, a.s. with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, the Czech Republic, Company number: 24166511, registered at the District court of Hradec Králové, file number B 3175; 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; Snowparadise a.s., with the registered office at Záhrady I 13A, 821 05 Bratislava, Slovak Republic, Company number: 36 760 048, registered in the Commercial Register of District Court Bratislava I, Section: Sa, Insertion no. 5676/B; and Hurricane Factory Tatralandia s.r.o., with the registered office at Záhrady I 13A, 821 05 Bratislava, Slovak Republic, Company number: 45 942 498, registered in the Commercial Register of District Court Bratislava I, Section: Sro Insertion no. 69599/B. SZCZYRKOWSKI ÓŚRODEK NARCIARSKI S.A, with the registered office at Narciarska 10, 43-370 SZCZYRK, Poland, Company number: 072818322, registered at the District court of Sad Rejonowy Bielsku-Białej, file number KRS: 0000140818 (hereinafter SON) and SLASKIE WESOŁE MIASTECZKO SPÓŁKA Z OGRANICZONA ODPOWIEDZIALNOSCIA, with the registered office at st. PLAC ATRAKCJI, nr 1, lok. ---, CHORZÓW, 41-501, Poland, Company number: 243516267, registered at the District court of SAD REJONOWY KATOWICE-WSCHÓD W KATOWICACH WYDZIAŁ VIII GOSPODARCZY KRAJOWEGO REJESTRU SADOWEGO, číslo KRS :0000499958 (hereinafter SWM).

1.11 The General Terms and Conditions of the GOPASS programme in their entirety apply to all Business partners of TMR, a.s.

2. GOPASS membership, GOPASS card and GOPASS internet shop

2.1 Only legally competent natural persons who meet terms and conditions of the GOPASS membership mentioned below may register as GOPASS members. Each individual may maintain only one GOPASS membership. GOPASS membership is not available for legal entities (e.g. a trading company) or business persons.

2.2 GOPASS membership is subject to legal competence of the respective customer.

2.3 The GOPASS programme membership can be regular or tempo.

2.4 To apply for a **temporary GOPASS membership**, the applicant must either:

2.4.1 Fill in and sign a GOPASS registration form:

a. in a TMR, a.s. accommodation facility;

b. at accommodation facilities that have entered a contractual relationship with TMR, a.s., REGION LIPTOV, the regional tourism organisation and Klaster Liptov;

c. at information centres of TMR, a.s. and/or business partners of TMR, a.s.;

- d. in Tatry Motion shops operated by TMR, a.s and in ŠPINDL MOTION shops operated by MELIDA, a.s.;
- e. at ticket offices operated by TMR, a.s. and ticket offices operated by business partners of TMR, a.s (MELIDA, a.s. EUROCOM Investment, s.r.o.);

2.4.2 Send a registration text message (SMS) with the number of a non-registered GOPASS card

2.5 To apply for a **permanent GOPASS membership**, the applicant must either:

2.5.1 Fill in a registration form published on: www.gopass.sk/ www.gopass.cz/ www.gopass.pl and agreeing to the General Terms and Conditions, to the processing of personal data and receiving business offers of TMR, a.s. and business partners of TMR, a.s.; or

2.5.2 Complete the registration on www.gopass.sk/ www.gopass.cz/ www.gopass.pl once receiving the so called invitation email if the registration is made in accordance with items 2.4.1 and 2.4.2. GTC; and agree to the General Terms and Conditions, to the processing of personal data and receiving business offers of TMR, a.s. and business partners of TMR, a.s.; or

2.5.3 Complete the registration on www.gopass.sk/ www.gopass.cz/ www.gopass.pl when buying products and/or services in the GOPASS e-shop on www.gopass.sk/ www.gopass.cz/ www.gopass.pl for the first time without using the GOPASS card and agree to the General Terms and Conditions, to the processing of personal data and receiving business offers of TMR, a.s. and business partners of TMR, a.s.

2.6 Temporary programme members are entitled to use discounts, benefits, services and redeem loyalty points of the GOPASS programme, however, they are not entitled to use the GOPASS e-shop.

2.7 Regular members of the GOPASS programme are entitled to use discounts, benefits and services of the GOPASS programme; as well as the e-shop of the GOPASS programme only with a valid GOPASS card, which is issued for every member of the GOPASS programme, is non-transferrable and contains a unique number. GOPASS cards can be used only by programme members they are issued for.

2.8 Types of GOPASS cards – registration on www.gopass.sk and in the ski resorts operated by TMR:

2.8.1 GOPASS – SKIDATA cards without registration are cards acquired by purchasing ski tickets in ski resorts operated by TMR, a.s. and in the ski resort operated by TMR, a.s., in the form of contactless chip cards. Customers do not pay any deposits for this type of cards, however, they are obliged to pay 2,- EUR/packet for postage costs related to delivering their contactless chip cards. Based on this card, customers do not become members of the GOPASS programme and cannot collect loyalty points. In order to keep the loyalty points for the purchased tickets, the customers have to register in the GOPASS programme not later than until 04:00 am on the following day after purchasing the ski pass which the GOPASS chip card is topped up with. If the customers fail to register in the GOPASS programme in time, the acquired loyalty points get cancelled.

2.8.2 GOPASS - SKIDATA cards with customer's names are issued for regular members of the GOPASS programme who have registered on www.gopass.sk, and are used as identification cards of the GOPASS programme. They include contactless chips that can be topped up with ski passes which are valid in all ski

resorts operated by TMR, a.s. In the case of multiple-day ski passes / aqua passes, there is also a photography of the respective customer displayed in his/her account. The card is issued in the form of a contactless chip card. Every card contains a GOPASS identification number of the respective customer and a bar code. The card serves as an authorisation tool for programme members. GOPASS cards are available only in the e-shop of the GOPASS programme on www.gopass.sk. Customers do not pay any deposits for this type of cards, however, they are obliged to pay 2,- EUR/packet for postage costs related to delivering their contactless chip cards.

2.8.3 GOPASS - SKIDATA cards without customer's names serve as identification cards of the GOPASS programme and are given to the customers when they register as temporary members in accordance with item 2.4.1 of the GTC. Every card contains a unique GOPASS identification number of the respective customer and a bar code. The card is issued in the form of a contactless Key Card. If the customer registers on www.gopass.sk and becomes a regular member of the GOPASS programme, all points he/she has collected and not used yet will remain in his/her account automatically for further use.

2.8.4 SMS GOPASS cards are identification cards of the GOPASS programme given to customers who register as temporary members in accordance with item 2.4.2 of the GTC. Every temporary SMS GOPASS card contains a unique GOPASS identification number of the respective and a bar code. It is issued in the form of a paper card. The temporary SMS card serves as an authorisation tool designated for programme members. If the customer registers on www.gopass.sk and becomes a regular member of the GOPASS programme, all points on the SMS GOPASS card that he/she has collected and not used yet will remain automatically in his/her account for further use.

2.8.5 GOPASS cards without customer's names are identification cards of the GOPASS programme given to customers who register as temporary members in accordance with item 2.4.1 of the GTC. Every GOPASS card contains a unique GOPASS identification number of the respective customer and a bar code. The GOPASS card serves as an authorisation tool designated for programme members. The card is issued in the form of a contactless Key Card. If the customer registers on www.gopass.sk/ www.gopass.cz/ www.gopass.pl and becomes a regular member of the GOPASS programme, all points on the SMS GOPASS card that he/she has not used yet will remain in his/her account for further use.

2.9 To members of the GOPASS programme who have registered on www.gopass.sk/ www.gopass.cz/www.gopass.pl and have done their first shopping in accordance with item 2.5.3 will be sent the so called **boarding pass** with a unique bar code to the email address they entered in the registration form. The bar code can be used to collect loyalty points and redeem them for discounts and benefits at facilities operated by TMR, a.s. and business partners of TMR, a.s. This applies to selected products.

2.10 Every member of the GOPASS programme who has paid a 2,- EUR deposit for their chip card before 30/11/2017 can ask to have it paid back by filling in an official request for deposit refund and returning their chip card at information centres in the ski resorts operated by TMR, a.s.

3. Internet shop of the GOPASS programme

3.1 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./ MELIDA, a.s./SON, in the form of a received order confirmation sent to the email address of the respective GOPASS member that he/she has entered when registering.

3.2 Regular programme members can pay for products/services using one of the following payment types:

3.2.1 on www.gopass.sk Via the TrustPay and Cardpay/ ComfortPay services, by clicking on "PAY VIA INTERNET BANKING", or "PAY BY CARD". The payment will be 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 in the case of buying "clothes and accessories", also paid cash on delivery;

3.2.2 on www.gopass.sk by using a Credit purchased in accordance with Article 6 of these GTC, by clicking on "PAY WITH A CREDIT". Any programme member can choose to pay the whole purchase price or only its part by using his/her Credit. The chosen amount will be subtracted from the Credit. Programme members can use this type of payment anytime, however, they are limited by the current balance of their Credit;

3.2.3 on www.gopass.cz via the "Pay U" services, by clicking on "ZAPLATIT PŘEZ INTERNET BANKING" (pay via internet banking), or "ZAPLATIT KARTOU" (pay by card). The payment will be deducted from the bank account of the respective payment card holder (in accordance with the terms and conditions of interbank or bank-to-bank transfer), and transferred to the bank account of the Business partner of TMR, a.s., i.e. the MELIDA, a.s. company, [Špindlerův Mlýn, 281, PSČ 543 51](#), Company number: 241 66 51;

3.2.4 on www.gopass.pl via the "Pay U" services, by clicking on "ZAPLATIT PŘEZ INTERNET BANKING" (pay via internet banking), or "ZAPLATIT KARTOU" (pay by card). The payment will be deducted from the bank account of the respective payment card holder (in accordance with the terms and conditions of interbank or bank-to-bank transfer), and transferred to the bank account of the Business partner of SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A, Company number: Narciarska 10, 43-370 SZCZYRK, Poland,

3.2.5 on www.gopass.sk/ www.gopass.cz by clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected products/services only). The points of the respective programme member will be deducted from his/her account once the payment is completed;

3.2.6 on www.gopass.sk/www.gopass.cz by combining regular payment with GOPASS points (applies to selected products/services only) and clicking on "PAY VIA INTERNET BANKING", or "PAY BY CARD". The payment will be 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 programme member will be deducted from his/her account once the payment is completed.

3.2.7 on www.gopass.sk/www.gopass.cz by loyalty points of programme MAGNUS, (applies to selected products/services only), by clicking on "PAY BY MAGNUS POINTS". The points of the respective programme member will be deducted from his/her account once the payment is completed.

3.3 Once using any type of payment mentioned above in item 3.1., the respective programme member will receive an email confirming the order has been accepted and paid for, with the following information: 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.

3.4 By payment in cash on delivery, the purchase price is paid by the respective GOPASS programme member upon taking the delivery.

3.5 Delivering of products/services:

3.5.1 Advance payment: Products are sent to GOPASS programme members as letters/parcels via the Slovak postal service (Slovenská pošta, a.s.) or via surcharged courier services. There is no personal pickup option. Postage services via Slovenská pošta, a.s. are paid for by GOPASS programme members, include postage and packing and cost 4,-EUR. When purchasing a GOPASS card, the postage and packing costs are paid by TMR, a.s. Ski passes and tickets to facilities of TMR, a.s. and business partners of TMR, a.s. are

stored in the GOPASS account of the respective regular GOPASS card member on the day of payment and can be used only with a personal GOPASS card in the form of a contactless chip card. TMR, a.s. is not responsible for any damage caused by the delivery service.

3.5.2 Cash payment on delivery: Products are sent to GOPASS programme members to the address entered in the order via the Slovak postal service (Slovenská pošta, a.s.) in the form of a cash on delivery letter/parcel. Postage services via Slovenská pošta, a.s. are paid by GOPASS programme members, include postage and packing and cost 4,-EUR. TMR, a.s. is not responsible for any damage caused by the delivery service.

3.6 Delivery times: The standard delivery time for products/services is 15 days after the order is confirmed. Ski passes and tickets to facilities of TMR, a.s. or business partners of TMR, a.s. are stored in the GOPASS account of the respective regular GOPASS card member on the day of payment and can be used only with a personal GOPASS card in the form of a contactless chip card. TMR, a.s. is not responsible for delayed delivery caused by the postal service or a delivery service; or as a result of an invalid delivery address entered by the GOPASS programme member himself/herself. Along with products/services, TMR, a.s. will deliver a receipt (invoice), which serves as a delivery note and order confirmation.

3.7 Prices of products/services: All products and services offered in the internet shop of the GOPASS programme have current prices displayed. The prices are valid at the moment the customer confirms his/her order. All prices include VAT. Prices of selected products or services are time-limited (limited offers). Discounts offered to GOPASS programme members cannot be combined with any other discounts or special offers. The purchase price does not include postage and packing costs in the value of 4,-EUR, which are added to the purchase price as a separate item.

3.8 Contract termination:

3.8.1 Water park tickets:

a) If clients purchase any of the offered tickets to the water park of Tatralandia, Liptovský Mikuláš and/or the water park of Bešeňová by using 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 the office hours of the seller, and changes to other acts related to contract termination as subsequently amended does not apply.

b) If any member of the GOPASS programme fails to use their purchased ticket(s) 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.

3.8.2 Cableways/ski passes/Mt. Lomnický štít:

a) If clients purchase any of the offered ski passes/cableway tickets to any of the offered resorts by using 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 the office hours of the seller, and changes to other acts related to contract termination as subsequently amended does not apply.

b) Members of the GOPASS programme who purchase tickets other than multiple-day and/or permanent ski/cableway passes and/or fresh track are entitled to terminate their contracts. Contracts can be terminated based on this item (does not apply to multiple-day and/or permanent ski/cableway passes and/or fresh track) from the moment they are concluded to 11:55pm before the day when services are

supposed to be provided to clients based on the purchased ski passes/tickets. The contracts are terminated by clicking on "CANCEL FOR A CREDIT". If any member of the GOPASS programme terminates their contract based on this item, the respective purchase price is returned to the CREDIT of the GOPASS programme member, however, decreased by an 1,- EUR administrative fee. The CREDIT can be used to pay for products and services in the e-shop of the GOPASS programme on www.gopass.sk and/or to pay for products and services in selected facilities operated by TMR, a.s.

c) If any GOPASS member fails to use the purchased ski passes/cableway tickets due to their own reasons, TMR, a.s. does not offer any financial or other compensation.

3.8.3 Events/adventures:

a) If clients purchase any of the offered event/adventure tickets by using 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 the office hours of the seller, and changes to other acts related to contract termination as subsequently amended does not apply

b) Members of the GOPASS programme are entitled to terminate their contracts. Contracts can be terminated from the moment they are concluded to 11:55pm before the day when the respective event/adventure is supposed to be held/provided to clients. The contracts are terminated by clicking on "CANCEL FOR A CREDIT". If any member of the GOPASS programme terminates their contract based on this item, the respective purchase price is returned to the CREDIT of the GOPASS programme member, however, decreased by an 1,-EUR administrative fee. The CREDIT can be used to pay for products and services in the e-shop of the GOPASS programme on www.gopass.sk and/or to pay for products and services in selected facilities operated by TMR, a.s

c) If any GOPASS member fails to use purchased event/adventure tickets due to his/her own reasons, TMR, a.s. does not offer any financial or other compensation. If an event gets cancelled, members of the GOPASS programme shall be notified via www.gopass.sk and informed how to get the ticket price reimbursed.

3.8.4 Hurricane Factory: members of the GOPASS programme who have purchased any of the offered tickets to the Hurricane Factory in the internet shop of the GOPASS programme on www.gopass.sk, **are entitled to terminate the contract on offering services** without specifying the reason within 14 days from the day the contract has been concluded unless the service has been provided based on the contract relation.

3.8.5 Accommodation: members of the GOPASS programme who have purchased accommodation at offered hotels in the internet shop of the GOPASS programme on www.gopass.sk, **are not entitled to terminate the contract on offering services** in accordance with § 7 Sec. 6 item k) Act No. 1028/2014 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 changes to other acts, as of the day the distance contract has been concluded. If any Gopass member fails to use the purchased accommodation services due to his/her own reasons, TMR, a.s. does not offer any financial or other compensation.

3.8.6 Clothes and accessories, GOPASS chip card: members of the GOPASS programme who have purchased any of the offered products from the internet shop of the GOPASS programme on www.gopass.sk **are entitled to terminate the contract on delivering products** in accordance with § 7 Sec. 1) Act No. 1028/2014 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 changes to other acts, without specifying the reason within 14 days from the day the product(s) has/have

been taken by the respective GOPASS programme member or any other third person authorised by him/her, except the delivery service staff member, or if the products ordered at once are delivered separately and those delivered as the last ones have been taken by the respective GOPASS programme member or any other third person authorised by him/her. GOPASS programme members can terminate the contract also before the commencement of the period of withdrawal.

3.8.7 When exercising the right of contract withdrawal in accordance with item 3.8.6 GTC, every member of the GOPASS programme/user shall inform TMR, a.s. about their decision to withdraw from the contract in the form of an unequivocal statement sent to the address: Tatry mountain resorts, a.s Ráztocká 21, 031 05 Liptovský Mikuláš. A [sample form](#) for contract withdrawal can be used for this purpose. A form of contract withdrawal or any other form of unequivocal statement about withdrawing from the contract can be sent also in electronic form to: reklamcia@gopass.sk. If any member of the GOPASS programme uses the latter, TMR, a.s. shall confirm electronically (by email) and immediately to have received the contract withdrawal. The period of contract withdrawal is considered to be met if the notification on the contract withdrawal is sent to TMR, a.s. on the last day of the period at the latest. The burden of proof of exercising the right of withdrawal rests on the respective member(s) of the GOPASS programme.

3.8.8 By withdrawing from the contract, the contract is considered cancelled. TMR, a.s. shall return all payments it has received from the member of the GOPASS programme based on and in connection with the contract (including transportation costs) without undue delay, however, within 14 days after receiving the notification about the contract withdrawal at the latest. The payments shall be returned to the programme member in the same way which was used to pay the purchase price. Every member of the GOPASS programme is obliged to return, i.e. send back the respective goods to TMR, a.s. within 14 days after withdrawing from the contract at the latest. The period is considered met if the goods have been sent to TMR, a.s. on the last day of the period at the latest. When withdrawing from the contract, the respective member of the GOPASS programme shall bear the costs for returning the goods. The GOPASS member is obliged to return the goods/products *unworn, undamaged* and in the original *packaging*.

3.9 Cancellation policy:

3.9.1 Accommodation:

In case of partial or complete cancellation of the reservation of accommodation, TMR, a.s. is entitled to receive and the GOPASS programme member is obliged to pay a respective cancellation fee in accordance with the Terms and Conditions valid for each hotel. These Terms and Conditions can be found on hotels websites: www.ghpraha.sk, www.grandhotel.sk, www.hotelkukucka.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

3.9.5 Hurricane Factory: members of the GOPASS programme are entitled to cancel a confirmed reservation of ordered services, however, they must pay a respective cancellation fee. The list of cancellation fees is published on www.hurricanefactory.com/data/files/Tatralandia/SF_VOP_2015.pdf.

3.10. Warranty policy: Products offered in the internet shop (GOPASS card, clothes and accessories) are warranted for 24 months from the date of delivery, i.e. taking of the delivery by the member of the GOPASS programme. Once the warranty period expires, GOPASS programme members lose their right to make a claim. In accordance with applicable laws, mainly § 622 and 623 Act No. 40/1964 Coll. Civil Code as subsequently amended, TMR, a.s. is not responsible for any defects on products/services. The warranty does not apply to defects and damages resulting from the products being used, getting worn out, from improper or careless handling, excessive load, mechanical damage or from the products being used

contrary to the manual or their purpose, and/or from neglecting the maintenance rules. In 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 claim shall expire. The complaint must be set up personally and depending on the type of service, in an information centre in a ski resort, in an information centre in Aquapark Tatralandia, in TATRY MOTION shops, at the reception of the respective hotel, or via email sent to reklamacia@gopass.sk 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 workdays 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 in the form of a statement sent by email or post within the given warranty period.

3.11 If any member of the GOPASS programme – natural person, i.e. a user who does not perform the line of his/her business, occupation or profession when concluding and/or performing his/her consumer contract is not satisfied with the way how TMR, a.s., i.e. the seller has dealt with his/her complaint or thinks that TMR, a.s. has violated his/her rights, he/she is 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-spotrebiteľských-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. 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-spotrebiteľských-sporov.soi>.

4. GOPASS account

4.1 Every registered member of the GOPASS programme older than 15 years will be assigned a personal GOPASS account (hereinafter referred to as “GOPASS account”).

4.2 Every programme member has access to their GOPASS account on the www.gopass.sk/www.gopass.cz website after entering their login email address and password.

4.3 Every GOPASS programme member chooses their own login email address and password, which are valid during the period of validity of the respective GOPASS card. Every GOPASS programme member is entitled to change their login email address or password anytime.

4.4 The GOPASS account enables every GOPASS programme member to manage their GOPASS points, GOPASS vouchers and cards assigned to the respective GOPASS account. Only TMR, a.s. is entitled to

change personal data of a selected member in the GOPASS programme based on a notification of the respective GOPASS programme member.

4.5 Age limits of the GOPASS programme:

4.5.1 0-14 years (the last day of the 14th year included) – the programme members can have their cards attached to the account of their legal representative.

4.5.2 15 years and more (the first day of the 15th year included) – the programme member can have a separate GOPASS account of his/her own or a subordinate card assigned to the main account.

4.6 Every registered member of the GOPASS programme can use the www.gopass.sk / www.gopass.cz / www.gopass.pl website to register and add max. 10 (ten) people to their GOPASS account. These people will be given so called subordinate GOPASS card.

4.7 Subordinate GOPASS cards don't have their own accounts in the GOPASS programme. Point transactions for products or services purchased at facilities operated by TMR, a.s. and business partners of TMR, a.s. via a subordinate card are recorded and assigned automatically to the account of the member who has registered the card. Subordinate cards can be used to redeem collected GOPASS points for discounts, however, not to purchase products or services on www.gopass.sk/www.gopass.cz/gopass.pl.

5. Using the GOPASS card

5.1 Every member of the GOPASS programme is entitled to use the GOPASS card in accordance with the GTC. The validity of the GOPASS card expires on the day the membership in the GOPASS programme expires. Once the membership in the GOPASS programme expires, the respective member who paid a deposit for their chip card before 30/11/2017 will have his/her card deposit paid back once his/her card is issued if the GOPASS card is returned to any information centre in any of the ski resorts operated by TMR, a.s.

5.2 Once the membership in the GOPASS programme expires, the respective member of the GOPASS programme is responsible for any damage caused by unauthorised use of the GOPASS card and undertakes to pay for it to TMR, a.s.

5.3 The GOPASS card is non-transferable and valid only with a valid ID of the respective 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 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 staff or an employee of the Business partner of TMR, a.s. Children under 15 years prove their identity with health insurance cards or passports.

5.4 Valid GOPASS cards are accepted at selected GOPASS facilities. The latest list of GOPASS facilities is available on the www.gopass.sk/www.gopass.cz/www.gopass.pl website.

5.5 The GOPASS card enables only regular programme members to use the e-shop of the GOPASS programme. All programme members (regular/temporary) are entitled to collect loyalty points of the GOPASS programme, redeem them for benefits and discounts and buy services/products from the latest offer published on www.gopass.sk/www.gopass.cz/www.gopass.pl.

5.6 Unless a GOPASS programme member has a valid GOPASS card, he/she cannot use discounts, benefits, services and/or have points assigned not even after a certain period of time.

5.7 Authorised members of TMR, a.s. staff and/or authorised employees of the Business partner of TMR, a.s. are entitled to revoke a GOPASS card to person that is not an authorised holder of the respective card and member of the GOPASS programme. TMR, a.s. reserves the right to decide on further steps to be taken.

6. Discounts, special offers and other benefits for members of the GOPASS programme

6.1 Members of the GOPASS programme practice shopping for lower prices only with valid GOPASS cards at facilities that accept the GOPASS card and/or in the e-shop of the GOPASS programme on www.gopass.sk/ www.gopass.cz/ www.gopass.pl/ (buy products/services at prices that are specified by TMR, a.s. or its Business partners, valid at the time of purchase in EUR when using the www.gopass.sk/ e-shop and in CZK when using the www.gopass.cz/ and in the currency of the PLN when purchased at www.gopass.pl/).

6.2 Regular members of the GOPASS programme can buy a "Credit" with a financial value (hereinafter referred to as "Credit"), which they can use to pay for products and services in the e-shop of the GOPASS programme on www.gopass.sk/ and/or to pay for products and services in selected facilities operated by TMR, a.s.

6.3 The Credit can be purchased in the e-shop of the GOPASS programme only on www.gopass.sk/ buy using the EURO currency. The amount of the Credit is not limited, however, the value must be always in the form of a positive number. Programme members are entitled to top up their Credits anytime.

6.4 Every programme member can use his/her Credit to purchase products and services during his/her whole membership period in the GOPASS programme. If the membership in the GOPASS programme 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 programme member within 30 days from the day the membership expires.

6.5 The Credit can be purchased on www.gopass.sk/ by using the services of TrustPay, CardPay/ComfortPay, by clicking on "PAY VIA INTERNET BANKING" or on "PAY BY CARD". The payment gets deducted from the bank account of the credit card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers).

6.6 Any programme member can buy a Credit for a selected subordinate person of his/her account who has the so called subordinate card as well as in the form of a gift voucher for any regular member of the GOPASS programme.

6.7 The Credit can be used for paying only in the e-shop of the GOPASS programme on www.gopass.sk/.

6.8 TMR, a.s. does not bear any responsibility if any Credit is used by an unauthorised person, i.e. a person who is not the holder of the respective GOPASS card which the Credit has been purchased to, e.g. if the GOPASS card gets lost or stolen.

6.9 A current list of all benefits for programme members is available on the www.gopass.sk/ www.gopass.cz/ www.gopass.pl/ website.

6.10 Each programme member acknowledges being aware that the list of benefits and procedure of using discounts and benefits for GOPASS members is subject to change. TMR undertakes to update the list of benefits and discounts regularly on: www.gopass.sk/ www.gopass.cz/ www.gopass.pl/.

6.11 ISIC, ITIC, EURO26, GO26 card holders must begin with entering their card number in their accounts on www.gopass.sk (before entering the number of a regional or another discount voucher) as ISIC, ITIC, EURO26, GO26 cards don't provide one-off discounts. ISIC, ITIC, EURO26, GO26 cards change the status of their holders to students although they are adults already. ISIC, ITIC, EURO26, GO26 card holders can use ISIC, ITIC, EURO26, GO26 card benefits only via www.gopass.sk.

7. Points in the GOPASS programme

7.1 The GOPASS programme members (regular/temporary) are entitled to collect loyalty points for purchasing products and/or services and redeem the points for discounts and benefits when purchasing products/services at facilities that accept GOPASS. Every regular programme member is entitled to collect loyalty points for purchasing products and/or services also in the e-shop of the GOPASS programme as well as use the loyalty points when purchasing products and services in the e-shop.

7.2 TMR, a.s. reserves the right not to assign loyalty points to the members of the GOPASS programme (regular/temporary) for purchasing products in TATRY MOTION and ŠPINDL MOTION shops during the so called „AMERICAN SALE“ and for the purchase of accommodation services in accommodation establishments operated by TMR, a.s. and / or Business Partners of TMR a.s. that a member of the program has purchased through a third party (e.g., Booking.com, Expedia.com, etc.), i.e., points for the purchase of accommodation services will only be credited to the program members if the services were purchased via the TMR Hotel Reservation (tel., email) and / or through the online booking process of the TMR Hotels (<https://booking.tmrhotels.com>) and / or through the reception of accommodation facilities operated by TMR, a.s. or Business Partners of TMR, a.s.

7.3 When purchasing products or services with a valid GOPASS card, every member of the GOPASS programme gets loyalty points ascribed automatically, except for cases in accordance with item 7.2 GTC. When shopping online in the GOPASS internet shop, the loyalty points are ascribed to the respective GOPASS account no later than within 24 hours after the purchase. When shopping at a facility that accepts GOPASS, members of the GOPASS programme are entitled to ask the cash desk staff to have loyalty points ascribed to their accounts before paying for a product/service. To do so, they must show a valid GOPASS card. Loyalty points are ascribed to the GOPASS member account no later than within 24 hours after the purchase.

7.4 Every programme member gets one (1) loyalty point assigned for every EURO spent when using a valid GOPASS card at a GOPASS facility in the Slovak Republic and/or in the GOPASS e-shop on www.gopass.sk. Every programme member gets one (1) loyalty point assigned for 25 CZK spent when using a valid GOPASS card at a GOPASS facility in the Czech Republic and/or in the GOPASS e-shop on www.gopass.cz. Every programme member gets one (1) loyalty point assigned for 4 PLN spent when using a valid GOPASS card at a GOPASS facility in the Poland Republic and/or in the GOPASS e-shop on www.gopass.pl.

7.5 TMR reserves the right to change the value of the loyalty point. In such case, TMR is obliged to inform programme members about the changed value on the www.gopass.sk / www.gopass.cz / www.gopass.pl website. The new value becomes effective once being published on the www.gopass.sk / www.gopass.cz / www.gopass.pl.

7.6 Every programme member can view his/her current number of points on: www.gopass.sk, in his/her account after entering the login email and password.

7.7 When shopping at a GOPASS facility (payment by credit card or cash) and showing a valid GOPASS card, every programme member is entitled to get a receipt to check the number of GOPASS loyalty points

ascribed. If the points ascribed do not correspond to the value of the purchased products/services or no points were ascribed at all, the programme member has the right to have the correct number of his/her GOPASS points assigned no later than within 10 days after the shopping has been completed. To do so, the programme member must send a scan of the respective receipt to: reklamacia@gopass.sk/
reklamace@gopass.cz.

7.8 When shopping in the GOPASS internet shop on: www.gopass.sk/ www.gopass.cz/
www.gopass.pl, each regular programme member will have a tax receipt sent to his/her email address specifying the number of points that were ascribed. If the points ascribed do not correspond to the value of the purchased products/services or no points were ascribed at all, the regular programme member has the right to have the correct number of his/her GOPASS points assigned no later than within 10 days after the shopping has been completed. To do so, the programme member must send a scan of the respective tax receipt to: reklamacia@gopass.sk / reklamace@gopass.cz/ reklamacie@gopass.pl.

7.9 TMR, a.s. reserves the right to refuse points being assigned to a programme member unless claimed in accordance with item 7 of the General Terms and Conditions. If TMR, a.s. discovers that a programme member had GOPASS loyalty points assigned violating the GTC, TMR, a.s. is entitled to cancel such unauthorised points from the respective GOPASS account.

7.10 The validity of GOPASS loyalty points is limited as follows:

7.10.1 The validity period of GOPASS loyalty points expires on 30/04 (12:00midnight) every calendar year if the respective GOPASS programme member has not used his/her GOPASS 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 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, GOPASS loyalty points collected as of the first day of the Period under review I become invalid without any compensation.

7.10.2 The validity period of GOPASS loyalty points expires on 31/10 (12:00midnight) every calendar year if the respective GOPASS programme member has not used his/her GOPASS 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 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, GOPASS loyalty points collected as of the first day of the Period under review II become invalid without any compensation.

Example:

If a GOPASS programme member, who has not used his/her 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 his/her GOPASS loyalty points collected until 31/10/2014 (including) expires as of 31/10/2016 (12:00midnight) without any compensation.

8. GOPASS benefits

8.1 Each member of the GOPASS programme is entitled to earn his/her loyalty points towards benefits. A current list of benefits is available on the www.gopass.sk/ www.gopass.cz/ www.gopass.pl website or at GOPASS facilities. To earn the points towards benefits, each programme member has to follow terms and conditions of the respective benefit and be a permanent member of the GOPASS programme.

Only members of the GOPASS programme can use and redeem loyalty points by showing a valid GOPASS card.

9. Loss, theft and damage of the GOPASS card; replacement card

9.1 The GOPASS card is issued pursuant to a request of a GOPASS member for an indefinite period of time.

9.2 Each programme member is obliged to protect the GOPASS card and prevent it from being lost, damaged or destroyed. He/she is obliged to prevent the GOPASS card from being used by an unauthorised person.

9.3 If any programme member has purchased a Credit to his/her GOPASS card, TMR, a.s. does not bear any responsibility if the Credit is used by an unauthorised person, i.e. a person who is not the holder of the GOPASS card the respective Credit has been purchased to, e.g. if the GOPASS card gets lost or stolen.

9.4 Each programme member (or his/her legal representative) is obliged to report damage, loss or theft of the GOPASS card immediately – personally at TMR information centres, by phone on the GOPASS helpline: 0850 122 155 (international calls: +421 220 510 448); or have it blocked on the www.gopass.sk/ www.gopass.cz/ www.gopass.pl website after logging into his/her GOPASS account. Once being informed about the loss, theft or damage, TMR will block the GOPASS card immediately.

9.5 Each programme member can use his/her GOPASS account on the www.gopass.sk/ www.gopass.cz/ www.gopass.pl website to ask for a new GOPASS card in case of loss, theft or damage. TMR will check the identity of the respective member in the GOPASS system, block the old card and issue a new, replacement one. Replacement GOPASS cards can be ordered in the GOPASS internet shop on: www.gopass.sk/ www.gopass.cz/ www.gopass.pl only. The handling charge for a replacement GOPASS cards is 2,- EUR and the postage costs related to delivering of the replacement GOPASS card are 2,- EUR/packet.

9.6 If a GOPASS card with a purchased Credit gets lost or stolen, the respective programme member gets a new card with the value of the Credit that is valid on the day the card has been blocked in accordance with item 9.4. of this GTC article.

9.7 Once a replacement GOPASS card is issued, all previous records and settings in the account of the respective member remain unchanged and the new card assigned to the GOPASS account is considered the only valid one.

9.8 If the lost, stolen or damaged GOPASS card was topped up with a ski pass, the respective programme member will be given a new card with a ski pass for the remaining number of skiing days.

9.9 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 he/she was late with the loss/theft report. The programme member is not entitled to receive any financial or non-financial compensation for a Credit that has been used by an unauthorised person on the day the respective GOPASS card has been blocked.

10. Blocking of the GOPASS account, GOPASS membership expiration

10.1 If a programme member (regular/temporary) violates the GTC, TMR is entitled to block his/her account without prior notice and cancel his/her membership in the programme forthwith. The same applies to unauthorised use of the GOPASS card by a person that is not registered as the card user.

10.2 Membership in the GOPASS programme expires:

10.2.1 Pursuant to item 11.3 GTC on programme membership expiration;

10.2.2 When cancelling the programme membership pursuant to item 11.4 GTC;

10.2.3 When the GOPASS programme is cancelled by TMR.

10.3 Any misuse of benefits provided by the GOPASS programme, violation of these GTC, violation of general terms and conditions of any product/service provided by TMR and purchased or used via the GOPASS programme; or provision of false data in the registration form will result in the GOPASS programme membership being cancelled forthwith.

10.4 Each member of the programme is entitled to cancel his/her membership in the GOPASS programme, which must be done in writing. In such case, the membership expires on the last day of the month when the cancellation notice is delivered to TMR.

10.5 Whatever the reason for and form of membership cancellation or expiration, the respective programme member loses any rights related to the membership in the GOPASS programme, including all loyalty points ascribed to the GOPASS account, discounts and benefits.

10.6 Once the GOPASS card is returned, the membership of the respective GOPASS member is not considered expired. Once the GOPASS card is returned and the paid deposit of 2,- EUR is returned, all loyalty points which have been collected by the respective member of the GOPASS programme get cancelled.

10.7 If any membership in the GOPASS programme is cancelled due to any reason and by any means, the respective programme member gets his/her Credit returned in the value which is valid on the day the membership is cancelled within 30 days from the day the membership is cancelled.

11. GOPASS app

11.1 The GOPASS programme can be used also via an app designed for mobile phones with Apple iOS and Google Android operation systems.

11.2 The app enables selling of selected products/services of the resorts Jasná Nízke Tatry, Vysoké Tatry, water park Tatralandia and water park BEŠEŇOVÁ via the www.gopass.sk internet shop, join the SkiChallenge competition online and get information from the resorts Jasná Nízke Tatry, Vysoké Tatry, aquapark Tatralandia and aquapark BEŠEŇOVÁ.

11.3 Ordering products/services: All products/services offered in the GOPASS App are purchased via an order followed by a payment. The orders are considered binding from the moment they are confirmed by TMR, a.s. in the form of an email sent to the respective programme member to his/her email address he/she entered when registering. The products/services are paid for:

11.3.1 with money via the Cardpay/Comfortpay services, by clicking on the “PAY” button. The payment gets deducted from the bank account of the credit card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers);

11.3.2 with loyalty points of the GOPASS programme (applies to selected products/services). By clicking on “PAY WITH POINTS”, the loyalty points of the respective programme member get deducted from his/her account;

11.3.3 by combining money and loyalty points of the GOPASS programme (applies to selected products/services). By clicking on the “PAY” button, the payment gets deducted from the bank account of the credit card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and the loyalty points of the respective programme member get deducted from his/her account.

11.4 Once using any type of payment mentioned above in item 12.3., the respective GOPASS programme member will receive an email confirming the order has been accepted and paid for, with the following information: 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.

11.5 Cancellation policy: The cancellation policy of products/services offered via the GOPASS App is governed by respective provisions of Art. 3 GTC – GOPASS Internet shop.

12. Privacy Policy

Privacy information is provided in the TMR Group Privacy Policy and Privacy Policy and is available at www.tmr.sk/o-nas/gdpr/.

13. Final provisions

13.1 The General Terms and Conditions of GOPASS programme will enter into force on the day of its publication at www.gopass.sk and effective on May 25, 2018. These GTC shall, from the date of their entry into force, replace the GOPASS General Business Terms and Conditions valid until May 24, 2018.

13.2 Discounted prices, discounts, points, rewards, and all other benefits for GOPASS members are not legally enforceable.

13.3 TMR, a.s. is entitled to change the General Terms and Conditions due to

- (i) the change of the policy of TMR, a.s. in the field of providing benefits to TMR, a.s. customers,
- (ii) the change in the financial, economic or social situation on the territory of the Slovak Republic;
- (iii) the change to the relevant legislation; or
- (iv) for any other, not specified, serious cause.

13.4 All relationships not governed by these GTC are governed by generally binding legal regulations in force in the territory of the Slovak Republic and by specific business terms relating to the provision of individual services or products.

14. 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 Infoline Špindleruv Mlýn: +420 499 467 101

GOPASS Infoline 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, registered office in Žilina, Predmestská 71, 011 79 Žilina