

**ADDENDUM TO THE GENERAL TERMS AND CONDITIONS****Smart Season Pass Jasná and Vysoké Tatry****Smart Season Pass Premium****and****Smart Season Pass Jasná and Vysoké Tatry****Smart Season Pass Premium****Advance Sale Wave 2 and Wave 2****and****Smart Season Pass Jasná and Vysoké Tatry****Smart Season Pass Premium****Wave 3****and****Smart Season Pass Jasná and Vysoké Tatry****Smart Season Pass Premium****Wave 4****WINTER SEASON 2020/2021**

This Addendum to the General Terms and Conditions of the Jasná and Vysoké Tatry Smart Season Pass and the Premium Smart Season Pass, Advance Sale Wave 2 and Wave 2, Wave 3 and Wave 4 (Jasná and Vysoké Tatry and Premium) supplements the Terms and Conditions applicable for the 2020/2021 winter season and defined by the **Tatry mountain resorts, a.s.** company with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**“ or “**operator**”) as subsequently amended that specify the provision of services – transport by cableways and ski lifts, and the use of ski pistes in individual resorts operated by the TMR company and other resort operators in accordance with these Terms and Conditions, as well as related rights and duties based on the *Jasná and Vysoké Tatry Smart Season Pass* and the *Premium Smart Season Pass* purchased in the advance sale, advance sale Wave 2, regular sale Wave 2, regular sale Wave 3 and regular sale Wave 4.

- A. If any holder of Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) who does not use their Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) during the 2020/2021 winter season not even once (i.e. does not use it to pass even one (1) turnstile in any of the resorts where the Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) is valid during its validity period) because the ski resorts do not operate due to regulations of public authorities in order to prevent spreading of a contagious disease or due to other restrictions ordered by public authorities, due to a natural catastrophe (earthquake,

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flood, fall of meteorites, hurricane), epidemic, or due to a war or terrorism, which will have long-term (longer than the 2020/2021 winter season period) or permanent consequences, the holder is entitled to be returned the paid price of their Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) in the form of Credit added to the account of the Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) holder in the Gopass programme.

- B. If ski resorts start to operate but get closed later due to regulations of public authorities in order to prevent spreading of a contagious disease or due to other restrictions ordered by public authorities, due to a natural catastrophe (earthquake, flood, fall of meteorites, hurricane), epidemic, or due to a war or terrorism during the validity period of Smart Season Passes 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium), every holder is entitled to be compensated for being limited while using the services of ski resorts to which their Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) entitles them to, i.e. to be compensated in the form of Credit added to the account of the Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) holder in the Gopass programme. The amount of the added Credit depends on the number of days when the ski resorts cannot be used due to reasons specified above and the number of days before the ski resort closure that the respective Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) holder used to use the services of the ski resorts which their Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) entitles them to. For the avoidance of doubt, the number of days before the ski resort closure that the respective Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) holder uses to use the services of the ski resorts which their Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) entitles them to is the sum of all days in all resorts where the Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) holder uses the services which their Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) entitles them to. As for Premium Smart Season Passes 1, 2, 3 or 4, the number of days when ski resorts cannot be used due to reasons specified above (number of closure days) applies to the ski resort(s) in the country where the respective Premium Smart Season Pass 1, 2, 3 or 4 has been purchased. The country where the Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) is purchased is the home country of the respective online shop of the Gopass programme (gopass.sk – except Premium Mölltaler Gletscher & Ankogel Smart Season Passes or gopass.pl or gopass.cz). The compensation in the form of added Credit shall be offered based on the following conditions and in the following amounts:

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SMART COVID-19 COMPENSATION				
	NUMBER OF DAYS LIMITED due to COVID-19 based on the official season beginning and ending dates in the resort	NUMBER OF SKIING DAYS		
		7 - 13	1 - 6	0
	10 - 50	0%	0%	20%
	51 - 99	0%	20%	50%
	100 and more	20%	50%	100%

- C. The right to be compensated based on item B of this Addendum and to be returned the paid Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) price as well as the right to be returned the paid price separately will be assessed after the 2020/2021 winter season ends, i.e. after 30.4.2021 or after the day that follows after the end of the 2020/2021 winter season depending on weather and snow conditions or the decision of the operator if this happens before 30.4.2021, or after the day that follows after the end of the Smart Season Pass 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) validity period in individual resorts.
- D. Other issues not specified in this Addendum are governed by the General Terms and Conditions of the Jasná and Vysoké Tatry Smart Season Pass and the Premium Smart Season Pass advance sale, advance sale Wave 2, regular sale Wave 2, regular sale Wave 3 and regular sale Wave 4 that are effective and in force. The provisions of this Addendum shall prevail over the provisions of individual terms and conditions of the Jasná and Vysoké Tatry Smart Season Pass and the Premium Smart Season Pass advance sale, advance sale Wave 2, regular sale Wave 2, regular sale Wave 3 and regular sale Wave 4 if they are different from the provisions of individual terms and conditions of the Jasná and Vysoké Tatry Smart Season Pass and the Premium Smart Season Pass advance sale, advance sale Wave 2, regular sale Wave 2, regular sale Wave 3 and regular sale Wave 4.
- E. This Addendum becomes effective and enters into force on 1.12.2020 and is effective until 30.4.2021 or until the end of the 2020/2021 winter season based on the weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2021, or during the validity period of Smart Season Passes 1, 2, 3 or 4 (Jasná and Vysoké Tatry or Premium) in individual resorts.

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