

**BUSINESS TERMS AND CONDITIONS****Šikovná sezónka Jasná and Vysoké Tatry (Smart Season Pass)****Šikovná sezónka Premium (Smart Season Pass Premium)****WINTER SEASON 2020/2021**

1. These Business Terms and Conditions for the winter season 2020/2021, issued by **Tatry mountain resorts, a.s.**, with its registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of the District Court Žilina, Section: Sa, File No.: 62/L (hereinafter referred to as „**TMR Company**“ or „**Operator**“), shall govern the provision of services - transport via cableways and ski lifts, and the use of trails - at individual ski resorts operated by TMR Company and by other operators of resorts in accordance with these Business Terms and Conditions; as well as the rights and duties related to the *Šikovná sezónka Jasná and Vysoké Tatry (Smart Season Pass)* and the *Šikovná sezónka Premium (Smart Season Pass Premium)*. These Business Terms and Conditions are valid in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Jasná, and at the Štrbské Pleso resort which is operated by **1. Tatranská, akciová spoločnosť**, with its registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Company number: 31 395 783, registered in the Commercial Register of the District Court Prešov, Section: Sa, File No.: 10427/P, and related to *Šikovná sezónka Premium Smart Season Pass Premium* in resorts Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Nízke Tatry – Jasná, and at the Štrbské Pleso resort which is operated by **1. Tatranská, akciová spoločnosť**, with its registered office at K vodopádom 4051, 059 85 Štrbské Pleso, Company number: 31 395 783, registered in the Commercial Register of the District Court Prešov, Section: Sa, File No.: 10427/P, at the resort Špindlerův Mlýn which is operated by **MELIDA, a.s.**, with its registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 241 66 511, registered in the Commercial Register of the Regional Court in Hradec Králové, Section: B, File no.: 3175, at the resort Szczyrkowski Ośrodek Narciarski which is operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA**, with its registered office at Narciarska 10, 43-370 SZCZYRK, Poland, REGON: 072818322, NIP: 9372375089, registered in the Krajowy Rejester Sadowy, Sad Rejonowy in Bielku-Bialej, KRS: 0000140818, and at the Centralny Ośrodek Sportu resort which is operated by **Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku** company, with its registered office at ul. Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej,

**Tatry mountain resorts, a.s.**

registered in the Krajowy Rejester Sądowy, Sąd Rejonowy v m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50 and at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort which is operated by **PBC spółka z ograniczoną odpowiedzialnością**, with its registered office at ul. Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in the Krajowy Rejester Sądowy, Sąd Rejonowy Katowice\_wschód w Katowicach, VIII wydział gospodarczy krajowego Rejestru Sądowego under Number krs: 0000359808 and at resort Mölltaler Gletscher and Ankogel, which is operated by **Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG**, Innerfragant 46, A – 9831 Flattach Austria/Österreich, Fn : 19797p, ATU33329902.

2. During the winter season 2020/2021, any customer is entitled to buy a season ski ticket the *Šikovná sezónka Jasná and Vysoké Tatry* (hereinafter referred to as the „**Šikovná sezónka Jasná and Vysoké Tatry** “[**Smart Season Pass**]) or *Šikovná sezónka Premium* (hereinafter referred to as “**Šikovná sezónka Premium (Smart Season Pass Premium)**”) subject to special offer of the Operator regarding the *Šikovná sezónka (Smart Season Pass)* for the winter season 2020/2021 (Smart Season Pass Jasná a Vysoké Tatry and Smart Season Pass Premium hereinafter referred to as “**Smart Season Pass**”).

The **Šikovná sezónka Jasná and vysoké Tatry (Smart Season Pass)** is valid at resorts operated by the TMR company and at Štrbské pleso resort, from the beginning of the winter season 2020/2021, depending on weather and snow conditions and the decision of the Operator until 30/04/2021 or until the end of the winter season 2020/2021, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2021. The *Šikovná sezónka (Smart Season Pass)* is valid during operating hours applicable to individual resorts in accordance with Section 8.3 hereof. The **Šikovná sezónka (Smart Season Pass) cannot be used** for transport via the elevated cableway Skalnaté pleso – Lomnický štít, and for evening skiing.

**Šikovná sezónka Premium (Smart Season Pass Premium)** entitles its holder to use services at resorts operated by TMR Company, at Štrbské Pleso, at Skiareal Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort, at Centralny Ośrodek Sportu resort - Ośrodek Przygotowań Olimpijskich w Szczyrku, at BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku resort, at Mölltaler Gletscher and Ankogel resort from the beginning of the winter season 2020/2021, depending on weather and snow conditions and the decision of the Operator until 30/04/2021 or until the end of the winter season 2020/2021, depending on weather and snow conditions and the decision of the Operator if this date

**Tatry mountain resorts, a.s.**



occurs before 30/04/2021, during the operating hours applicable to individual resorts accordance with Section 8.3 hereof and at **Mölltaler Gletscher and Ankogel resort in the period from 06/06/2020 to 09/05/2021, or depending on weather and snow conditions and the decision of the Operator during operating hours stated by the Operator of the Mölltaler Gletscher and Ankogel resort in period from 19/12/2020 to 05/04/2021, or depending on weather and snow conditions and the decision of the Operator during operating hours stated by the Operator of the Mölltaler Gletscher and Ankogel resort.** The Šikovná sezónka Premium (Smart Season Pass Premium) cannot be used for transport via the elevated cableway Skalnaté pleso – Lomnický štít. The holder of Šikovná sezónka Premium (Smart Season Pass Premium) **is entitled** to use services of evening skiing at Jasna resort, at Skiareal Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort, if the Operator provides the evening skiing service, under conditions stated by the Operator of the resort.

3. The Šikovná sezónka (Smart Season Pass) issued by TMR Company is a contactless chip card – KEY CARD. The contactless chip card - KEY CARD - entitles its holder (a person in whose name the Šikovná sezónka [Smart Season Pass], is issued) to use services provided at individual resorts operated by TMR Company, and at Štrbské Pleso resort in case of **Smart Season Pass Jasná a Vysoké Tatry** and at individual resorts operated by TMR company, at Štrbské Pleso resort, at Skiareal Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort and at COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, and at BSA = Beskid Sporta Arena resort, at Mölltaler Gletscher and Ankogel resort in case of **Smart Season Pass Premium** within the scope of services as specified on Internet website [www.gopass.travel](http://www.gopass.travel).

4. A customer can purchase the **Šikovná sezónka Jasná and Vysoké Tatry (Smart Season Pass Jasná and Vysoké Tatry)** in the period between 30/03/2020 and 31/05/2020 or **Šikovná sezónka Premium (Smart Season Pass Premium)** in the period between 30/03/2020 and 30/06/2020 only online through Internet website [www.gopass.travel](http://www.gopass.travel). The price of **Smart Season Pass Jasná and Vysoké Tatry is 229,- EUR** and the price of **Smart Season Pass Premium is 329,- EUR**. The customer is obliged to pay the price by the purchase of Smart Season Pass. Prices of discounted Smart Season Passes are listed in the Price list of TMR company.

4.1 **Smart Season Pass Jasná and Vysoké Tatry** entitles its holder to use services at resorts operated by TMR Company in Slovakia and , at Štrbské Pleso, **during the daily operating hours** of transport

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facilities from the beginning of the winter season 2020/2021, depending on weather and snow conditions and the decision of the Operator until 30/04/2021 or until the end of the winter season 2020/2021, depending on weather and snow conditions and the decision of the Operator if this date occurs before 30/04/2021, **except for the period from 27/12/2020, inclusive till 30/12/2020 inclusive, when the holder of Smart Season Pass Jasná and Vysoké Tatry is not entitled to use services of resorts operated by TMR company in Slovakia and at Štrbské Pleso resort and while the World Cup Jasna 2021 event (from 06/03/2021 including till 07/03/2021 including, the date of the event World Cup Jasna 2021 can be changed). During these periods of time the holder of the Šikovná sezónka Jasná and Vysoké Tatry (Smart Season Pass) is not entitled to use services at resort Jasná.**

**4.2 Smart Season Pass Premium** entitles its holder to use services provided at resorts operated by TMR Company within the territory of the Slovak Republic and at Štrbské Pleso, at Skiareal Špindlerův Mlýn resort, at Szczyrkowski Ośrodek Narciarski resort and at COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, and at BSA = Beskid Sporta Arena resort and at Mölltaler Gletscher and Ankogel resort **during the daily operating hours** applicable to transport facilities in the period from the beginning of the winter season 2020/2021 in periods stated in section 2. Of these business terms and conditions, **excluding the event World Cup Jasna 2021 (from 06/03/2021 including till 07/03/2021 including, the date of the event World Cup Jasna 2021 can be changed). During these periods of time the holder of the Smart Season Pass Premium is not entitled to use services at resort Jasná.**

**4.3** If the Šikovná sezónka Premium (Smart Season Pass Premium) has been purchased through [www.gopass.travel/SK](http://www.gopass.travel/SK), a customer must first time pass through the turnstile at the resort operated by TMR Company within the territory of the Slovak Republic or at Štrbské Pleso or at Szczyrkowski Ośrodek Narciarski resort or at Mölltaler Gletscher and Ankogel resort.

**5.** Discounted Šikovná sezónka (Smart Season Pass):

**5.1** A person at the age of 60 and older is entitled to the Šikovná sezónka „Senior” (Senior Smart Season Pass). To claim the Šikovná sezónka „Senior” (Senior Smart Season Pass), a customer is required to provide his/her date of birth when making a registration through [www.gopass.travel](http://www.gopass.travel).

**Tatry mountain resorts, a.s.**



Demänovská Dolina 72  
031 01 Liptovský Mikuláš 1, Slovensko



IČO: 315 606 36, DIČ: 2020428036  
IČ-DPH: SK 2020428036

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Okresného súdu Žilina, Odd. Sa, vl. Č 62/L

**5.2** A person aged between 12 and 17.99 or holder of ISIC, ITIC, EURO26, GO26 cards is entitled to the Šikovná sezónka „Junior” (Junior Smart Season Pass). To claim this ticket, a customer is required to provide a number of their ISIC, ITIC, EURO26, GO26 card.

**5.3** A person aged between 6 and 11.99 is entitled to the Šikovná sezónka „Deti” (Children Smart Season Pass). To claim this ticket, a customer is required to provide his/her date of birth when making a registration through [www.gopass.travel](http://www.gopass.travel).

**5.4** Reduced rates for Šikovná sezónka (Smart Season Pass) are listed in the Price list of the TMR Company.

**5.5** Discounts cannot be combined. The best price applies to the customer.

**5.6** For purposes of assessing the entitlement to a discounted Šikovná sezónka (Smart Season Pass), a criterion for assessing such an entitlement under Section 5 of these Business Terms and Conditions shall be decisive as of the date of purchase of Šikovná sezónka (Smart Season Pass) (the decisive criterion shall not be the date of the use of services on the basis of the Šikovná sezónka [Smart Season Pass]).

**5.7** Claiming a discount due to disability (severely disabled person, severely disabled person with a guide) shall be considered on the basis of a request made by a customer who shall be informed of the terms and conditions for claiming such a discount by Operator.

**5.8** If a customer fails to claim a discount at the time of purchase of the Šikovná sezónka (Smart Season Pass) in case of payment in full or payment of Smart After Payment for the price of Šikovná sezónka (Smart Season Pass), **NO OTHER DISCOUNT can further be provided!**

## **6. Šikovná sezónka Premium (Smart Season Pass Premium):**

**6.1** Holder of the Šikovná sezónka Premium (Smart Season Pass Premium) may claim a **15% discount in gastro facilities** specified below which are operated by TMR Company at resorts operated by TMR Company within the territory of the Slovak Republic (**Jasná:** Apreski Lúčky, Apreski Funi Bar, Apreski Fis Bar, Apreski Krupová, Crystal Bar, Happy End, Rotunda, Von Roll Luková, Habarka, Bernardino Burger , Snack Bar Rovná Hoľa, Restaurant Kosodrevina, Jasná Mountain Food, Energy Bar Chopok, Bar Zadné Dereše; **Tatranská Lomnica:** Humno Restaurant, Apreski Bar, Pizza Pasta Restaurant, Retro Station Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Café Dedo; **Starý Smokovec:** Hrebienok Restaurant, at **Štrbské Pleso** (Bivac Pizza, Slalom Restaurant, at resort **Skiareal Špindleruv Mlyn** ( Apres Ski bar Hromovka,

**Tatry mountain resorts, a.s.**

Bistro Hromovka, Apres Ski Bar Svätý Petr, Quattro Bar, Restaurant Stadion, Restaurant Na Pláni, Bistro Medvedín, Restaurant Medvedín, Bistro Machytka, Restaurant Stopa, Restaurant na Misečkách), at **Szczyrkowski Ośrodek Narciarski resort** ( Apreski Gondola, Grill Gondola, Apreski Solisko, Restauracja Kuflonka Alacarte, Bar Orczyk w Hotelu Gronie Ski & Bike) , at **Mölltaler Gletscher** (Bergrestaurant Eisse, Sonnblick Bar), as well as a **15% discount on goods in Tatra Motion** operated by TMR Company within the territory of the Slovak republic (**Jasná** – Intersport Lúčky, Drive in Záhradky, Shop and Rent Biela Púť, Souvenir Shop Centrum Jasná, Vist shop, Shop and Rent Grand, Shop and Rent Krupová, Maxiland Lúčky, Servis Grand Jet; **Tatranská Lomnica** – Tatra Motion Shop & Rent Tatranská Lomnica, Intersport rent, Tatra Motion Shop Skalnaté pleso; **Starý Smokovec** – Tatra Motion Shop & Rent Starý Smokovec, Tatra Motion shop Hrebienok; **Štrbské Pleso** – Vist Štrbské Pleso shop, Intersport rent Štrbské Pleso, at **Skiareal Špindleruv Mlyn** (Spindl Motion Outlet & Shop Norma, Spindl Motion Shop Hromovka, Spindl Motion Shop Centrum, Spindl Motion Shop Svätý Petr, Spindl Motion Shop Medvedin, Spindl Motion Shop Misečky), at **Szczyrkowski Ośrodek Narciarski resort** (Wypożyczalnia I Centrum Skiturowe K2 pod Gondola, Wypożyczalnia w Czirnej, Szkoła Narciarska, Area Maxiland, Sklep SZCZYRK MOTION pod Gondola, Sklep SZCZYRK MOTION w Czirnej, Ski Baby Room Czirna). **The 15% discount does not refer to discounted goods and the goods in sale.** As well as **1x small ski servis free in the winter season 2020/2021**, which is possible to provide at following resorts: **Jasná** – Intersport Lúčky, Servis Grand Jet; **Tatranská Lomnica** - Intersport rent Tatranská Lomnica; **Štrbské Pleso** –TATRY MOTION Štrbské Pleso, at **Skiareal Špindleruv Mlyn** - Spindl Motion Shop Centrum, at **Szczyrkowski Ośrodek Narciarski resort** - Wypożyczalnia I Centrum Skiturowe K2 pod Gondola. The Operator reserves the right not to provide minor service free of charge in cases when it is not possible due to operational and capacity reasons. There is no legal entitlement to a provision of a minor service free of charge.

**6.2** Discounts under Section 6.1 are possible to apply from the beginning of the winter season 2020/2021.

**6.3** Discounts under Section 6.1 may be **neither cumulated nor combined with any other discounts.**

**6.4** The Operator reserve the right to change the benefits, as well as the right to stop providing such benefits.

#### **Tatra mountain resorts, a.s.**



7. The Šikovná sezónka (Smart Season Pass) becomes non-transferable from the moment of its purchase.

8. Operation and Operating time:

8.1 Operation of individual transport facilities (cableways and ski lifts) at individual resorts depends on specific weather conditions at individual resort.

8.2 The operating time of cableways and ski lifts and ski trails at individual resorts, where the Smart Season Pass Jasná and Vysoké Tatry and Smart Season Pass Premium is determined by operators of individual resorts, depending on weather conditions and operating conditions at individual resorts.

8.3 Unless otherwise stipulated by the Operator at individual resorts, the operating time of cableways and ski lifts and ski trails at individual resorts are between 08:30 am and 15:30 pm from the beginning of the winter season 2020/2021 until 31/01/2021 and between 08:30 am and 16:00 pm from 01/02/2021 until the end of the winter season 2020/2021.

8.4 The Operating time shall mean the daily operation during the day, in the morning and in the afternoon, at the times specified in Section 8.3, unless otherwise stipulated by operators of individual resorts.

**8.5 SKI TRAILS ARE CLOSED between 16:00 pm and 08:30 am from the beginning of the winter season 2020/2021 until 31/01/2021 and between 16:30 pm and 08:30 am from 01/02/2021 until the end of the winter season 2020/2021! There is a risk of injury caused by cables of snow cannons and by machines maintaining the ski trails, especially of winding machines with the uncoiled ropes!**

8.6 Operators are entitled to unilaterally change the operating time of the transport facilities and ski trails at individual resorts. Information about the snow conditions and the operation of ski lifts and cableways and ski trails is available daily at individual resorts, as well as on the Internet website [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk), [www.skiareal.cz](http://www.skiareal.cz), [www.szczyrkowski.pl](http://www.szczyrkowski.pl), [www.szczyrk.cos.pl](http://www.szczyrk.cos.pl), [www.beskidsportarena.pl](http://www.beskidsportarena.pl), [www.moelltaler-gletscher.at](http://www.moelltaler-gletscher.at).

9. Loss, theft and damage of the card:

9.1 Loss or theft of the card:

9.1.1 In the case of loss or theft of the card, the holder is obliged to immediately notify the Information Centre or cash desk of the TMR Company. The holder is obliged to produce an ID card

**Tatry mountain resorts, a.s.**



of the person in whose name the card was issued (or of their legal representative). The Operator is entitled to ask the card holder to present an e-mail communication confirming the purchase. Only after reporting the loss or theft and after producing required documents can the card be blocked and the necessary information verified. The card holder shall receive a replacement card. The fee for issuance of a replacement card is EUR 2.00. The card holder is not entitled to a refund of the amount paid or of the proportional amount or to any other form of compensation for the days used due to the delay in the reporting of the loss or theft of the card and of its blocking. The card holder who fails to present the documents referred to in this Section shall not be entitled to a replacement card nor to any other form of compensation for the loss or theft of card.

## 9.2 Damaged card

**9.2.1** In the case of damage to the card, the card holder is obliged to immediately notify the Information Centre or cash desk of the TMR Company. The card holder shall produce an ID card of the person in whose name the card was issued (or of their legal representative). The Operator is entitled to ask the card holder to present an e-mail communication confirming the purchase. In the case of mechanical damage to the card or if the encoding of the damaged card is impossible, the card holder shall receive a replacement card and shall be obliged to pay a fee for the issuance of the replacement card in the amount of EUR 2.00. The card holder who fails to present the documents referred to in this Section shall not be entitled to a replacement card nor to any other form of compensation for the damage to the Card.

## 9.3 Omitted card

**9.3.1** In the case that the customer omits his/her card (KEY CARD) upon arrival at the ski resort, the provision of the paragraph 9.1. of these Business Terms and Conditions shall apply accordingly, i.e. the fee for issuance of a replacement card is EUR 2.00. A customer is obliged to pay a fee to the Operator when a replacement card is issued.

**9.4** In the event of loss, theft or damage to the card, which is intended to be used for services on the basis of the Šikovná sezónka (Smart Season Pass) at Skiareal Špindlerův Mlýn ski resort, or at resort Centralny Ošrodek Sportu or BSA= Beskid Sporta Arena resort, a replacement card or financial or non-financial reimbursement **is not provided** to the holder of the card, and **the issuance of a replacement card or encoding of the damaged card is not possible.**

**9.5** In the event of loss, theft or damage to the card, which is intended to be used for services on the basis of the Šikovná sezónka (Smart Season Pass) by means of [www.gopass.cz](http://www.gopass.cz) at any resort operated by TMR company or at Štrbské Pleso a replacement card or financial or non-financial

**Tatry mountain resorts, a.s.**





reimbursement **is not provided** to the holder of the card, and **the issuance of a replacement card or encoding of the damaged card is not possible.**

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

**10.1** The provision of services provided by TMR Company and by the Operator of Štrbské Pleso resort shall be governed by the respective provisions of Act No. 40/1964 Coll. Civil Code, as amended, in conjunction with the respective provisions of Act No. 250/2007 Coll. on Consumer Protection and amendment to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and by other generally binding legal regulations that are valid within the territory of the Slovak Republic, and by generally binding legal regulations applicable within the territory of the Czech Republic when it comes to services provided at Skiareal Špindlerův Mlýn resort and by generally binding legal regulations applicable within the territory of Poland when it comes to services provided at Szczyrkowski Ósrodek Narciarski resort and COS = Centralny Ósrodek Sportu - Ósrodek Przygotowań Olimpijskich w Szczyrku resort and BSA= Beskid Sporta Arena resort, by generally binding legal regulations applicable within the territory of Austria when it comes to services provided at Mölltaler Gletscher and Ankogel resort

**10.2** The customer shall have the right to the provision of services by cableways or ski lifts to the agreed or normal extent, quality, quantity and time.

**10.3** The customer is entitled to claim the defects of the services (a complaint) at Information Centres located at individual resorts or in an electronic form at [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) or [reklamacia@tmr.sk](mailto:reklamacia@tmr.sk) or in a written form at the registered office of the TMR Company within the period as stipulated by these Business Terms and Conditions. The customer is obliged to claim the defects of services (a complaint) immediately after finding grounds for such a complaint (defect or defects in transport services – failure to provide transport), but not later than within the calendar day following the day on which the transport failed to be initiated, otherwise the right to complaint shall cease. In the event of a written complaint, the time limit shall be deemed met provided that the written complaint is served on the TMR Company on the first business day following the day of the right to make a complaint.

**10.4** When making a complaint, a customer is obliged to present an ID card and confirmation of purchase of service. Once the complaint is reviewed, the Operator shall immediately, or in complex cases within 3 business days, decide how to settle the complaint. The time limit for the settlement of a complaint shall not exceed 30 days from the date of the submission thereof. For the purposes

**Tatry mountain resorts, a.s.**



of the complaint, the customer shall provide their contact details using which the customer shall be informed of the method of handling the complaint, in the event the complaint cannot be settled immediately after its submission. The customer is obliged to assist the Operator in the settling of the complaint.

**10.5 The Operator shall not provide** the compensation of travel costs for the day on which the customer passed the reading device - turnstile, and the transfer did not happen as a result of an operational failure of transport facility for the period lasting longer than 60 minutes, and, at the same time, there was a reduction in transport capacity of the transport facilities of the resort at which the Šikovná sezónka (Smart Season Pass) holder passed through the turnstile on that day, or if the transport was not commenced on any of the cableways at the ski resort.

**10.6** The Šikovná sezónka (Smart Season Pass) holder may in exceptional cases ask the Operator, in case of submission of a medical certificate **confirming long-term illness, injury (pregnancy)** or any other credible basis proving **other serious circumstance (death, work or study program abroad):**

**10.6.1** In case the holder did not use the Šikovná sezónka (Smart Season Pass) even once (it means he did pass through the turnstile not even once (1) 100% refund of the paid price of the Šikovná sezónka (Smart Season Pass) in the form of Credit added to his Šikovná sezónka (Smart Season Pass) holder's account in GOPASS program or change of the Šikovná sezónka (Smart Season Pass) holder, and

**10.6.2 in case the holder used the The Šikovná sezónka (Smart Season Pass) only once (i.e. he passed through the turnstile at any resort) change of the Šikovná sezónka (Smart Season Pass) holder.**

The Šikovná sezónka (Smart Season Pass) holder shall be obliged to submit a notification on injury within 10 days from the injury, or from the finding of a long-term incapacity to work or other serious circumstance providing grounds to change a holder of the purchased Šikovná sezónka (Smart Season Pass), along with an ID card (or of their legal representative), Contact centre of the GOPASS program for the Šikovná sezónka (Smart Season Pass) holders purchased via GOPASS program [www.gopass.travel/SK](http://www.gopass.travel/SK) or on an email address [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk). Operators reserve the right to individually assess each such a case and to assess legitimacy of the request to 100% refund or the change of the Šikovná sezónka (Smart Season Pass) holder. If a serious circumstance prevents the holder of a purchased Šikovná sezónka (Smart Season Pass) (long-term illness, injury, etc.) from

**Tatry mountain resorts, a.s.**



using services for the use of which he/she is entitled to with such a Šikovná sezónka (Smart Season Pass), the **only** applicable procedure is the procedure under Section 10.6.1 and 10.6.2 and the holder of Šikovná sezónka (Smart Season Pass) **shall not have the right** to any other financial or non-financial compensation.

**The change of the Šikovná sezónka (Smart Season Pass) is possible only for the person who was legitimate to purchase the Šikovná sezónka (Smart Season Pass) for the same price as the original Šikovná sezónka (Smart Season Pass) holder, or for the person who falls into category authorized purchasing the Šikovná sezónka (Smart Season Pass) for lower price than the price of Šikovná sezónka (Smart Season Pass) of the original holder. In such case the Šikovná sezónka (Smart Season Pass) holder does not have the right to apply for a price difference refund of the Šikovná sezónka (Smart Season Pass).**

**10.7** In case the Šikovná sezónka (Smart Season Pass) holder did use the Šikovná sezónka (Smart Season Pass) not even once during the winter season 2020/2021 (i.e. he did not pass the turnstile 1 time (1) at resorts, where the Šikovná sezónka (Smart Season Pass) is valid) for higher power reason (i.e. for from spreading of contagious disease or other restrictions regulated by public power, for the reason the reason of not starting the operation of ski resorts for higher power regulations as the prevention of natural catastrophe (earthquake, fall of meteorites, hurricane, epidemic), war or terrorism which will have long term (exceeding period of the winter season 2020/2021) or will have long term consequences), has right for the Šikovná sezónka (Smart Season Pass) price refund in the form of a Credit added to his Šikovná sezónka (Smart Season Pass) holder's account in GOPASS program.

**10.8** If the Šikovná sezónka Premium (Smart Season Pass Premium) holder will not be able to use it in any of the countries with its validity for the reason of closing the state borders regarding events defined in section 10.7, the Šikovná sezónka Premium (Smart Season Pass Premium) holder has the right to provide refund in the form of one (1) to three (3) one-day (1) ski pass valid at resorts of the Šikovná sezónka Premium (Smart Season Pass Premium) validity, depending on the number of countries, where there will not be possible to use the Šikovná sezónka Premium (Smart Season Pass Premium) for the reason of closing the state borders regarding the events defined in section 10.7. The Šikovná sezónka Premium (Smart Season Pass Premium) holder will be provided with conditions of validity and using substitute one-day ski passes when provided from the Operator's side.

**Tatry mountain resorts, a.s.**



Demänovská Dolina 72  
031 01 Liptovský Mikuláš 1, Slovensko



IČO: 315 606 36, DIČ: 2020428036  
IČ-DPH: SK 2020428036

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Okresného súdu Žilina, Odd. Sa, vl. Č 62/L

The Operator reserves the right to individually assess each complaint over the provided services and to assess the legitimacy of the complaint and of the customer's requirements, and to assess the reimbursement of travel costs, the method of reimbursement and the reimbursed amount.

**10.8** If a customer - a consumer as a natural person, upon the conclusion and fulfilment of consumer agreement does not act within the scope of its business activities, employment or job, is not satisfied with the way Operator as a seller has handled his/her complaint or believes that Operator violated his/her rights, the customer has the right to seek remedies from Operator as a seller. If Operator upon the customer's request under the previous sentence either rejects such a request or fails to reply within 30 days from the date the request has been sent by customer, the customer has the right to file a proposal on alternative dispute resolution with the entity responsible for alternative dispute resolutions pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative resolution of consumer disputes, and on changes and amendment to certain acts. A competent entity to alternatively resolve consumer disputes with Operator as a seller is a) the Slovak Trade Inspection that is possible to contact for the said purpose at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov and ARS, Prievozská 32, post box 29, 827 99 Bratislava or by e-mail at [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk) or b) other legal person registered in the list of entities competent to resolve disputes alternatively, maintained by the Ministry of Economy of the Slovak Republic (a list of competent entities is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s> ), where the customer can choose which entity to address for the purposes of alternative dispute resolution. A customer may file a proposal on alternative resolution of his/her consumer dispute through on-line platform for alternative dispute resolutions available at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm). For more information concerning the alternative resolution of consumer disputes, visit Internet website of Slovak Commercial Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

## **11. Rules for processing personal data:**

Information related to the personal data protection are contained in The TMR rules for protection of privacy and processing of personal data, available on internet website [www.tmr.sk/o-nas/gdpr/](http://www.tmr.sk/o-nas/gdpr/).

**12.** By purchasing the Šikovná sezónka (Smart Season Pass) and by taking advantage of services at individual resorts operated by TMR Company, at Štrbské Pleso resort, Skiareal Špindlerův Mlýn resort, resort Szczyrkowski Ósrodek Narciarski resort, COS = Centralny

**Tatry mountain resorts, a.s.**



Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sporta Arena resort, at resort Mölltaler Gletscher and Ankogel, as well as at other business premises operated by TMR Company, by 1. Tatranská, akciová spoločnosť, MELIDA, a.s. company, company SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company and by PBC spółka z ograniczoną odpowiedzialnością company and company Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, a customer undertakes to observe instructions given by authorized employee of the Operator, transport conditions, these Business Terms and Conditions, general business terms and conditions, individual operating instructions and the White Code which is published on the Internet websites of companies operating individual resorts and available at each cash desk and Information Centres at individual resorts. A customer undertakes to observe safety instructions and instructions given by authorised members of staff of Operator or persons designated by them.

**13.** The TMR Company is entitled to discard (block) the card and prevent the customer from using the services at resorts operated by TMR Company, Štrbské Pleso resort, Szczyrkowski Ośrodek Narciarski resort and at Skiareal Špindlerův Mlýn resort, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sporta Arena resort, at resorts Mölltaler Gletscher and Ankogel as well as at other business premises operated by **TMR Company, by 1. Tatranská, akciová spoločnosť company, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company, by MELIDA, a.s. company, by Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company, by PBC spółka z ograniczoną odpowiedzialnością company and company Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG** if they discover that the card for services provided at the resort is used by a person who is not authorised for such a use and such a person is not listed as a holder of the Šikovná sezónka (Smart Season Pass). The Šikovná sezónka (Smart Season Pass) is only valid with a proof of identity, or with a health insurance card when it comes to children under 15 years or with any other document confirming the age of a child, when it comes to a discounted Šikovná sezónka (Smart Season Pass) with a document confirming the entitlement to the issuance of a discounted Šikovná sezónka (Smart Season Pass). The TMR Company or operators of individual resorts or business premises are entitled to discard (block) the card and prevent the customer from using the services at individual resorts if they discover that the client or person who uses the Šikovná sezónka (Smart Season Pass) deliberately or knowingly makes the check of the card non-transferability impossible, mainly by misleading Operator about the identity of a person

**Tatry mountain resorts, a.s.**



who uses the services, by a way of changing clothes frequently (for example within one day) or covering face (with a face mask, scarf, etc.), or covering the monitoring device when passing through the reader (turnstile). If the card becomes discarded on the grounds defined herein, all services that the customer purchased under these Business terms and Conditions become blocked (their use is prevented). **If the card becomes discarded due to a breach of these Business Terms and Conditions or general business terms and conditions** (due to a misuse of the card and resulting unauthorized use of services provided by Operator at individual resorts or in the event of violation of Section 12, 13 or 14 of these Business Terms and Conditions), **a customer has no right to any financial or non-financial compensation for not being able to use services at individual resorts, nor to a refund of the price paid or of its proportionate part.**

**14.** The Šikovná sezónka (Smart Season Pass) shall not entitle their holder to carry out any business or other gainful activities (including the activities of ski schools and ski and snowboard training) on the ski trails and stop way ski areas or in any other business premises operated by **TMR Company, 1. Tatranská, akciová spoločnosť, MELIDA, a.s. company, SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA company, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku company and PBC spółka z ograniczoną odpowiedzialnością company, company Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG** or by any other means (e.g. via internet) without consent granted by the Operator and without the relevant licences according to generally binding legal regulations. Without the consent of the Operator, there is a ban on the use of the ski trails and stop way ski areas for advertising purposes (for example to place the booths, advertising facilities, etc.).

**14.** These Business Terms and Conditions shall come into force and effect on 01/06/2020 and shall be valid and effective throughout the period between 01/06/2020 and 30/04/2021, or until the end of the winter season 2020/2021, depending on weather and snow conditions and decision of Operator in the event such a day occurs before 30/04/2021. These Business Terms and Conditions from the date of entering into force replace the Business Terms and Conditions valid until 31/05/2020.

These Business Terms and Conditions apply to the provision of services - the use of ski lifts and cableways and ski trails - at resorts operated by TMR Company, at Štrbské Pleso resort, Skiareal Špindlerův Mlýn resort, Szczyrkowski Ósrodek Narciarski resort, COS = Centralny Ośrodek Sportu

**Tatry mountain resorts, a.s.**





- Ośrodek Przygotowań Olimpijskich w Szczyrku resort, BSA= Beskid Sporta Arena resort and Mölltaler Gletscher and Ankogel resort. If the provisions of these Business Terms and Conditions contain different regulation than general business terms and conditions related to the provision of services - the use of ski lifts and cableways and ski trails at individual resorts operated by TMR Company or at Štrbské Pleso resort (hereinafter referred to as the „**General Business Terms and Conditions**”) - the provisions of these Business Terms and Conditions shall prevail. To the extent in which these Business Terms and Conditions differ from the provisions of General Business Terms and Conditions, the provisions of these Business Terms and Conditions shall be decisive. If conditions regulating the provision of services by operators at individual resorts differ from these Business Terms and Conditions, the business terms and conditions of individual operators shall be applicable to individual resorts.

### **Supervisory body**

Central Inspectorate of the Slovak Trade Inspection Prievozská 32, Bratislava

Slovak Trade Inspection Inspectorate with its registered office in Žilina, Žilina region, Predmestská 71, 011 79 Žilina

### **Tatry mountain resorts, a.s.**



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