

## 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  
and  
Smart Season Pass Jasná and Vysoké Tatry  
Smart Season Pass Premium  
Wave 5**

### 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, Wave 4 and Wave 5 (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 General 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, regular sale Wave 4 and regular sale Wave 5.

Every customer can choose one (1) of the compensation forms below:

- A. If the operation of ski resorts is interrupted 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, pandemic, state of emergency, due to a war or terrorism during the validity period

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Demänovská Dolina 72  
031 01 Liptovský Mikuláš 1, Slovensko



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of Smart Season Passes 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium), every Smart Season Pass holder is entitled to be compensated for not being able to use the services of resorts based on their Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) to the full extent and they shall be compensated in the form of Credit added to the account of the respective Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) holder in the Gopass programme. The Credit amount depends on the number of days when the ski resorts could not be used due to the reasons specified above and the number of days when the Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) holder used the services of the resorts that their Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) entitles them to until the day of the resort operation interruption. For the avoidance of doubt, the number of days when the Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) holder used the services of the resorts that their Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) entitles them to until the day of the resort operation interruption is the sum of all resorts where the Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) holder used the services that their Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) entitles them to. As for Premium Smart Season Passes 1, 2, 3, 4 or 5, the number of days when the ski resorts could not be used due to the reasons specified above (number of days of operation interruption) depends on the resort(s) in the country where the respective Premium Smart Season Pass 1, 2, 3, 4 or 5 was purchased, i.e. the home country of the Gopass online shop (gopass.sk – except the Premium Mölltaler Gletscher & Ankogel Smart Season Passes, or gopass.pl or gopass.cz). The Credit compensation shall be offered under the following conditions and in the following amounts:

	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%

The right to the compensation based on item A of this Addendum as well as the right to the refund of the paid Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) price in the form of Credit and individual refund of the paid price in the form of Credit shall be assessed after 30.4.2021.

- B. If the operation of ski resorts is interrupted 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),

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epidemic, pandemic, state of emergency, due to a war or terrorism during the validity period of Smart Season Passes 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) and customers are entitled to be compensated for not being able to use the services of resorts based on their Smart Season Passes 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) to the full extent, they are entitled to choose a “*deferral (exchange)*” option (hereinafter referred to as “*deferral*”) instead of the compensation based on item A of this Addendum, i.e. to have the validity period of their Smart Season Passes 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) “deferred” to the 2021/2022 winter season. Every customer who chooses the Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) validity period “*deferral*” to the 2021/2022 winter season is obliged to pay a “*deferral*” charge to the operator, i.e. an amount specified by the operator based on the number of days when the Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) holder used the services of the resorts that their Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) entitles them to until the day of the resort operation interruption as follows:

**Customers who purchased Premium Smart Season Passes for the 2020/2021 winter season:**

Number of completed skiing days in the 2020/2021 winter season	Smart Season Pass validity period “ <i>deferral</i> ” charge (to the 2021/2022 winter season)
more than 14	€99
at least 7 and no more than 13	€75
at least 1 and no more than 6	€59
0	€29

**Customers who purchased Jasná and Vysoké Tatry Smart Season Passes for the 2020/2021 winter season:**

Number of completed skiing days in the 2020/2021 winter season	Smart Season Pass validity period “ <i>deferral</i> ” charge (to the 2021/2022 winter season)
more than 14	€129
at least 7 and no more than 13	€99
at least 1 and no more than 6	€79
0	€39

The “*deferral*” option can be chosen from 25.3.2021 to 30.4.2021 in the personal Gopass account of every customer (“Gopass vouchers - Discounts” section).

From 1.5.2021, only the option based on item A. of this Addendum is available.

After having chosen the validity period “*deferral*” option and having paid the respective charge based on this Addendum item, every customer will be entitled to use the services of

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ski resorts based on their Smart Season Pass 1, 2, 3, 4 or 5 according to the 2021/2022 winter season general terms and conditions during the 2021/2022 winter season. Once the respective validity period “*deferral*” charge based on this Addendum item is paid, the respective Smart Season Pass 1, 2, 3, 4 or 5 (Jasná and Vysoké Tatry or Premium) shall be considered a **Premium Smart Season Pass for the 2021/2022 winter season.**

**The Smart Season Pass validity period “*deferral*” charge is the same for everybody. There are no discounts on the Smart Season Pass validity period “*deferral*” charges offered due to the age or for any other reasons.**

- C. Every customer can choose between the options of item A or item B of this Addendum only once (1x). If chosen, the compensation cannot be changed afterwards.
  
- 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, regular sale Wave 4 and regular sale Wave 5 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, regular sale Wave 4 and regular sale Wave 5 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, regular sale Wave 4 and regular sale Wave 5.
  
- E. This Addendum becomes effective and enters into force on 22.3.2021.

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