

**GENERAL TERMS AND CONDITIONS**  
**Smart Season Pass Jasná and Vysoké Tatry**  
**Wave 5**  
**WINTER SEASON 2020/2021**

1. These terms and conditions of the 2020/2021 winter season 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**”), 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 *Smart Season Pass Jasná and Vysoké Tatry Wave 5*. These Terms and Conditions apply in connection with the *Smart Season Pass Jasná and Vysoké Tatry 5* in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Jasná and Štrbské Pleso.

2. Any customer can buy a *Smart Season Pass Jasná and Vysoké Tatry Wave 5* (hereinafter referred to as “**Jasná and Vysoké Tatry Smart Season Pass 5**“) based on a special offer of the operator for the 2020/2021 winter season (Jasná and Vysoké Tatry Smart Season Pass 5). Every **Jasná and Vysoké Tatry Smart Season Pass 5** is valid in the resorts operated by the TMR company from the beginning of the winter season 2020/2021 depending on weather and snow conditions and the decision of the operator to 30.4.2021 or to the end of the 2020/2021 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2021 during the opening times in individual resorts based on item 7.3 of these Terms and Conditions. **Jasná and Vysoké Tatry Smart Season Passes 5 cannot be used at the cable car operating between Skalnaté pleso and Mt Lomnický štít and for night skiing.**

3. **Jasná and Vysoké Tatry Smart Season Passes 5** are issued by TMR as contactless chip cards – KEY CARDS. Every contactless KEY CARD entitles its user (the person that the Jasná and Vysoké Tatry Smart Season Pass 5 is issued for based on their identification data) to use services offered in individual resorts operated by the TMR company.

4. Customers can buy **Jasná and Vysoké Tatry Smart Season Passes 5** only online via [www.gopass.travel](http://www.gopass.travel) from 17.12.2020 to 26.12.2020. When concluding a purchase contract regarding the Jasná and Vysoké Tatry Smart Season Pass 5, every customer is obliged to pay **EUR 329**.

4.1 Every **Jasná and Vysoké Tatry Smart Season Pass 5** entitles its holder to use services in resorts operated by the TMR company in the Slovak Republic during the **day opening times** of the respective transport facilities from the beginning of the 2020/2021 winter season depending on weather and snow conditions and the decision of the operator to 30.4.2021, or to the end of the 2020/2021 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on

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30.4.2021 **except the period from 27.12.2020 to 30.12.2020 (including), when no Jasná and Vysoké Tatry Smart Season Pass 5 holders are entitled to use services in resorts operated by the TMR company in the Slovak Republic, and except the World Cup Jasná 2021 weekend (from 6.3.2021 to 7.3.2021 including, or at another time if the World Cup Jasná 2021 date changes), when Jasná and Vysoké Tatry Smart Season Pass 5 holders cannot use services in the Jasná resort.**

**5. Discounted Jasná and Vysoké Tatry Smart Season Passes 5:**

**5.1** “Senior” Jasná and Vysoké Tatry Smart Season Passes 5 can be purchased by seniors at the age of 60 and more. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth when registering on [www.gopass.travel](http://www.gopass.travel).

**5.2** “Junior” Jasná and Vysoké Tatry Smart Season Passes 5 can be purchased by/for children and youth aged 12 to 17.99 years and by/for holders of ISIC, ITIC, EURO26, GO26 cards. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth and/or the correct number of the ISIC, ITIC, EURO26, GO26 card.

**5.3** “Kids” Jasná and Vysoké Tatry Smart Season Passes 5 can be purchased for children aged 6-11.99 years. To use the reduced rate offer in the Gopass programme, every customer must enter the correct date of birth of the child when registering on [www.gopass.travel](http://www.gopass.travel).

**5.4** Reduced rates of Jasná and Vysoké Tatry Smart Season Passes 5 are specified in the price list of the TMR company.

**5.5** Discounts cannot be combined. It is always the lowest price that the customer can choose.

**5.6** **In order to assess the right on reduced rates of Jasná and Vysoké Tatry Smart Season Passes 5 in accordance with item 5 of these Terms and Conditions, the decisive day shall be the day when the respective Jasná and Vysoké Tatry Smart Season Pass 5 is purchased (not the day when services are used based on the Jasná and Vysoké Tatry Smart Season Pass 5).**

**5.7** **The right on reduced rates for handicapped customers (with or without companions) is assessed based on customers’ requests. Every customer shall be informed about the terms of the discount by the operator in such case.**

**5.8** **If any customer fails to claim a discount when purchasing their Jasná and Vysoké Tatry Smart Season Pass 5, the discount CANNOT BE OFFERED later!**

**6. Every Jasná and Vysoké Tatry Smart Season Pass 5 is non-transferable from the moment it is purchased.**

**7. Operation and opening times:**

**7.1** The operation of individual transport facilities (cableways and ski lifts) in individual resorts depends on weather in individual resorts.

**7.2** The opening times of cableways and ski lifts in individual resorts where Jasná and Vysoké Tatry Smart Season Passes 5 are valid are defined by the operator of individual resorts based on weather and other operation conditions in individual resorts.

**7.3** Unless otherwise specified by the operator of individual resorts, the opening times of cableways, ski lifts and ski pistes in individual resorts are as follows: from the beginning of the 2020/2021 winter season to

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31.1.2021 – between 8:30am and 3:30pm, from 1.2.2021 to the end of the 2020/2021 winter season between 8:30am and 4:00pm.

**7.4** The opening times apply to morning and afternoon times as specified in item 7.3 unless otherwise decided by the operator of individual resorts.

**7.5 All SKI PISTES ARE CLOSED from the beginning of the 2020/2021 winter season to 31.1.2021 between 4:00pm and 8:30am, and from 1.2.2021 to the end of the 2020/2021 winter season between 4:30pm and 8:30am! There is a high risk of injury due to (winch) cables of snow makers and snow groomers on the slopes!**

**7.6** The operator of individual resorts is entitled to change the opening times of individual transport facilities and ski pistes in individual ski resorts. Details about snow conditions and opened ski lifts, cableways and ski pistes are available in individual resorts and published online every day: [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk).

**8.** Lost, stolen or damaged passes:

**8.1** Lost or stolen passes:

**8.1.1** If a Jasná and Vysoké Tatry Smart Season Pass 5 gets lost or stolen, any client centre or ticket office of the TMR company must be notified immediately. To do so, the respective holder of the Jasná and Vysoké Tatry Smart Season Pass 5 is obliged to show the ID of the person that the lost or stolen Jasná and Vysoké Tatry Smart Season Pass 5 was issued for (or the ID of their legal representative). The operator is entitled to ask the holder of the Jasná and Vysoké Tatry Smart Season Pass 5 to present the respective email with the season pass purchase confirmation. Any lost or stolen Jasná and Vysoké Tatry Smart Season Pass 5 can be blocked and all necessary data can be checked only after the loss or the theft has been reported and documents required have been presented. The holder of the lost or stolen Jasná and Vysoké Tatry Smart Season Pass 5 will get a substitute key card with their Jasná and Vysoké Tatry Smart Season Pass 5 loaded. A EUR 3 surcharge is required for a new Jasná and Vysoké Tatry Smart Season Pass 5. If a substitute Jasná and Vysoké Tatry Smart Season Pass 5 is issued, a EUR 2 deposit for a new contactless chip card is required as well. The holder of the Jasná and Vysoké Tatry Smart Season Pass 5 is not entitled to be paid the whole or an aliquot Jasná and Vysoké Tatry Smart Season Pass 5 price back; or to receive any other form of compensation for the days they were late with the loss/theft report until the pass got blocked. Holders of Jasná and Vysoké Tatry Smart Season Passes 5 who fail to present documents specified above in this item are not entitled to receive substitute Jasná and Vysoké Tatry Smart Season Passes 5 or any other form of compensation for their lost or stolen passes.

**8.2** Damaged passes

**8.2.1** If a Jasná and Vysoké Tatry Smart Season Pass 5 gets damaged, any client centre or ticket office of the TMR company must be notified immediately. To do so, the respective holder is obliged to present the damaged Jasná and Vysoké Tatry Smart Season Pass 5 and to show the ID of the person that the damaged Jasná and Vysoké Tatry Smart Season Pass 5 was issued for (or the ID of their legal representative). The operator is entitled to ask the holder of the Jasná and Vysoké Tatry Smart Season Pass 5 to present the respective email with the season pass purchase confirmation. If the damaged Jasná and Vysoké Tatry Smart Season Pass 5 cannot be re-encoded, the holder of the Jasná and Vysoké Tatry Smart Season Pass 5 will receive a substitute Jasná and Vysoké Tatry Smart Season Pass 5. In the case of manual damage, a EUR 3

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surcharge is required for the new Jasná and Vysoké Tatry Smart Season Pass 5. If a substitute Jasná and Vysoké Tatry Smart Season Pass 5 key card is issued, a EUR 2 deposit for the new contactless chip card is required as well.

### 8.3 Forgotten pass

**8.3.1** If any client arrives in any ski resort and discovers that they have forgotten to take their season pass (KEY CARD), item 8.1 of these Terms and Conditions shall apply, i.e. a EUR 3 surcharge for a substitute Jasná and Vysoké Tatry Smart Season Pass 5. If a substitute Jasná and Vysoké Tatry Smart Season Pass 5 contactless chip card is issued, a EUR 2 deposit is required as well. Both fees are to be paid to the operator when the substitute key card is issued.

## 9. Complaints and refunds:

**9.1** Services are provided by the TMR company in accordance with Act No. 40/1964 Coll. Civil Code as subsequently amended, respective regulations of Act No. 250/2007 Coll. on the Protection of Consumers and Changes to Act of the Slovak National Council No. 372/1990 on Violations of the Law as subsequently amended; and other general binding regulations that are effective in the Slovak Republic.

**9.2** Any customer is entitled to be transported by cableways and/or ski lifts in the regular extent, quality, amount and date or otherwise agreed extent, quality, amount and date.

**9.3** In the case of any defects on services, every customer is entitled to make a complaint in any information centre located in any of the resorts or by e-mail sent to [reklamacia@tmr.sk](mailto:reklamacia@tmr.sk) or [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) or in writing if they contact the registered office of the TMR company within the period specified in these Terms and Conditions. Every customer is obliged to set up their complaint immediately after having discovered the defects they want to complaint about (failure or failures of transport – not provided transport) but no later than one calendar day after the transport services have failed. Any later complaints shall not be accepted. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the TMR company on the first working day after the customer becomes entitled to set up a complaint.

**9.4** To set up a complaint, every customer is obliged to present their ID and receipt. The operator shall investigate the complaint and decide on further steps that are to be taken immediately or no later than within 3 working days if the case is more complicated. The complaint shall be dealt with within 30 days after it has been reported. To make a complaint, every customer is obliged to provide their contact data that will be used for further notification if the complaint cannot be resolved immediately. They are also obliged to cooperate with the operator in all respects required.

**9.5** Customers who have passed a turnstile but could not use transport due to a technical malfunction for a period longer than 60 minutes are **not entitled** to be refunded for transport costs on the respective day of skiing if the transport capacity in the resort where the respective Jasná and Vysoké Tatry Smart Season Pass 5 holder has passed a turnstile has been reduced due to the above mentioned malfunction or if transport in the resort has been cancelled completely.

**9.6** Every Jasná and Vysoké Tatry Smart Season Pass 5 holder can ask the operator for the following if they show a medical certificate proving **a long-term illness, an injury (pregnancy) or any other credible document that proves any other serious circumstance (death, work or study abroad):**

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- 9.6.1** If the holder has not used their Jasná and Vysoké Tatry Smart Season Pass 5 at all (not even 1x, i.e. they have not passed a turnstile with the pass), they can ask for a 100% refund of the paid Jasná and Vysoké Tatry Smart Season Pass 5 price in the form of credit added to the account of the Jasná and Vysoké Tatry Smart Season Pass 5 holder in the GOPASS programme or to have the Jasná and Vysoké Tatry Smart Season Pass 5 holder changed, i.e. the season pass transferred to another person.
- 9.6.2** If they have used their Jasná and Vysoké Tatry Smart Season Pass 5 one or more times (i.e. they have passed at least 1 turnstile in any resort with it), they can ask to have the Jasná and Vysoké Tatry Smart Season Pass 5 holder changed, i.e. the season pass transferred to another person.

Every holder of a Jasná and Vysoké Tatry Smart Season Pass 5 is obliged to send their medical certificate proving an injury or any other document proving any other serious circumstance within 10 days after the injury or after they learn about their long-term incapacity for work or about any other serious circumstance that entitles them to transfer their Jasná and Vysoké Tatry Smart Season Pass 5 to another person. They must also send a copy of their ID (or the ID of their legal representative). Both documents must be sent to the Gopass programme contact centre that serves for holders of Jasná and Vysoké Tatry Smart Season Passes 5 purchased via [www.gopass.travel/SK](http://www.gopass.travel/SK), i.e. to the email address: [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk). The operators reserve the right to assess each case individually and decide if the respective request regarding the 100% refund or the Jasná and Vysoké Tatry Smart Season Pass 5 transfer is justified. In the case of serious circumstances (long-term illness, injury etc.) that prevent holders of Jasná and Vysoké Tatry Smart Season Passes 5 from using the services that the Jasná and Vysoké Tatry Smart Season Passes 5 entitle them to, **only** items 9.6.1 and 9.6.2 apply and the respective holders of Jasná and Vysoké Tatry Smart Season Passes 5 are **not entitled** to receive any financial or non-financial compensation.

A Jasná and Vysoké Tatry Smart Season Pass 5 can be transferred **only** to a person that would be entitled to buy a Jasná and Vysoké Tatry Smart Season Pass 5 at the same price as the original holder of the Jasná and Vysoké Tatry Smart Season Pass 5 or to a person of an age group that can buy a Jasná and Vysoké Tatry Smart Season Pass 5 at a lower price than the original holder of the Jasná and Vysoké Tatry Smart Season Pass 5. **But if the latter applies, the holder of the Jasná and Vysoké Tatry Smart Season Pass 5 is not entitled to be paid the price difference.**

**9.7** If any holder of a Jasná and Vysoké Tatry Smart Season Pass 5 does not use their Jasná and Vysoké Tatry Smart Season Pass 5 at all (not even 1x, i.e. does not pass any turnstile in any of the resorts where their Jasná and Vysoké Tatry Smart Season Pass 5 is valid) during the 2020/2021 winter season and this happens due to force majeure (i.e. ski resorts are not opened due to regulations of public authorities in order to prevent spreading of a contagious disease, or due to other restrictions ordered by public authorities, or due to a natural catastrophe such as earthquake, 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 Jasná and Vysoké Tatry Smart Season Pass 5 in the form of credit added to their account in the GOPASS programme.

**9.8** The operator **reserves the right to investigate** and resolve every complaint **individually**, considering its legitimacy, requirements of the respective customer(s) and the potential refund.

**9.9** If any customer – natural person, i.e. a user who does not perform the line of their business,

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occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the operator, i.e. the seller has dealt with their complaint or they think that the operator has violated their rights, they are entitled to ask the operator, i.e. the seller to have the respective problem rectified. If the operator rejects the request or does not respond to it within 30 days from the day it has been sent by the respective customer, when asked by the customer as mentioned above, the customer 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 the operator, 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 priechod 29, 827 99 Bratislava, or electronically to [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto: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-spotrebiteckych-sporov/146987s>). Every customer has the right to choose which of the above mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To do so, the customer can use an online platform for alternative dispute resolution which is available on: [http://ec.europa.eu/consumers/odr/index\\_en.htm](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-spotrebiteckych-sporov.soi>.

#### 10. Processing of personal data:

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

11. By purchasing a Jasná and Vysoké Tatry **Smart Season Pass 5** and using services in individual resorts operated by the TMR company, every customer undertakes to respect all instructions of authorised staff members of the operators, transportation rules, these Terms and Conditions, general terms and conditions that are effective in individual resorts, individual operating rules and rules on the pistes which are published on the websites of companies that operate individual resorts and available at all ticket offices and client centres in individual resorts. Every customer undertakes to follow all safety rules and instructions of authorised staff members of the operators or other individuals authorised by them.

12. The TMR company is entitled to block any Jasná and Vysoké Tatry **Smart Season Pass 5** and prevent the respective holder from using services in resorts operated by the TMR company **anytime during the validity period of the Jasná and Vysoké Tatry Smart Season Pass 5 if the season pass is not used by the person who is entitled to do so**, i.e. the holder of the Jasná and Vysoké Tatry **Smart Season Pass 5**. Jasná and Vysoké Tatry **Smart Season Passes 5** are valid only if used along with valid IDs (children under 15 years – with health insurance cards or other documents proving the age of the children), reduced-rate Jasná and Vysoké Tatry **Smart Season Passes 5** must be used along with respective cards or IDs enabling the discounts. The TMR company or the operators of individual resorts or facilities are entitled to block any Jasná and Vysoké Tatry **Smart Season Pass 5** anytime during the validity period of the Jasná and Vysoké

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Tatry **Smart Season Pass 5** and to prevent the respective holder from using services in individual resorts if the client or any other person who is using the Jasná and Vysoké Tatry **Smart Season Pass 5** prevents the operator from checking the non-transferability of the Jasná and Vysoké Tatry **Smart Season Pass 5** intentionally or deliberately, especially by misleading the operator about the identity of the person that is using the Jasná and Vysoké Tatry **Smart Season Pass 5**, i.e. by changing clothes within short intervals (e.g. during one day) or by covering the face (with a ski mask, a scarf etc.), or by covering the reading device when passing a turnstile. Shall a Jasná and Vysoké Tatry **Smart Season Pass 5** be revoked or blocked due to any above mentioned reasons, all services purchased by the customer in accordance with these Terms and Conditions shall be blocked. **Shall any season pass be blocked due to any breach of these Terms and Conditions or general terms and conditions** (unauthorised use of the Jasná and Vysoké Tatry **Smart Season Passes 5** and related unauthorised use of services offered by operators in individual ski resorts; or if items 11, 12 or 13 of these Terms and Conditions are violated), **the respective customer is not entitled to receive any form of financial or non-financial compensation for not being able to use services in individual resorts, and/or to be refunded for the whole or an aliquot ticket price.**

**13.** Jasná and Vysoké Tatry **Smart Season Passes 5** do not entitle their holders to carry out any business or other gainful activities (including ski school, ski and snowboard lessons) on ski pistes and in finish zones of ski pistes or in other facilities operated by the **TMR company** or in any other way (e.g. through Internet) without the permission of the operator and/or without relevant licences pursuant to the generally binding legal regulations. Unless otherwise allowed by the operator, the ski pistes and finish zones of ski pistes cannot be used for advertising purposes either (this includes various stalls, advertisements etc.).

**14.** These General Terms and Conditions become effective on 17.12.2020 and are in force from 17.12.2020 to 30.4.2021 or to the end of the 2020/2021 winter season depending on 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 Jasná and Vysoké Tatry **Smart Season Passes 5** in individual resorts.

These Terms and Conditions apply to the provision of services – use of ski pistes in individual resorts operated by the TMR company.

If these Terms and Conditions differ from general terms and conditions related to the provision of services – use of ski lifts, cableways and ski pistes in individual resorts operated by the TMR company (hereinafter referred to as “**general terms and conditions**”), these Terms and Conditions shall be considered decisive and given priority to the general terms and conditions in every point they are different. If the operators of individual resorts define the terms of service provision differently when compared to these Terms and Conditions, terms and conditions of individual operators are in force in individual resorts.

### **Supervisory bodies**

Central Inspectorate of the Slovak Trade Inspection, Prievozská 32, Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina

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