

## TERMS AND CONDITION

### Premium Smart Season Pass and Premium Smart Season Pass + Fast Pass

#### Wave 1

### WINTER SEASON 2022/2023

1. These terms and conditions of the 2022/2023 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 *Premium Smart Season Pass 1* and the *Premium Smart Season Pass 1 + Fast Pass*. These Terms and Conditions apply in connection with the *Premium Smart Season Pass 1* and the *Premium Smart Season Pass 1 + Fast Pass* in the following resorts: Vysoké Tatry – Tatranská Lomnica, Vysoké Tatry – Starý Smokovec, Štrbské Pleso, Jasná, in Špindlerův Mlýn, which is operated by the **MELIDA, a.s.** company with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company number: 241 66 511, registered in the Commercial Register of Regional Court Hradec Králové, Section: B, Insertion No.: 3175; in Ještěd, which is operated by **TMR Ještěd, a.s.**, with the registered office at Jablonecká 41/27, 460 05 Liberec, Company number: 06080413, registered in the Commercial Register of Regional Court Ústí nad Labem; in Szczyrkowski Ośrodek Narciarski, which is operated by **SZCZYRKOWSKI OŚRODEK NARCIARSKI SPÓŁKA AKCYJNA**, with the registered office at Narciarska 10, 43-370 SZCZYRK, Poland, REGON: 072818322, NIP: 9372375089, registered in Krajowy Rejester Sadowy, Sad Rejonowy v Bielsku-Bialej, KRS: 0000140818; in Centralny Ośrodek Sportu, which is operated by **Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku**, with the registered office at Plażowa 8, 43-370 Szczyrk – instytucja gospodarki budżetowej, registered in Krajowy Rejester Sadowy, Sad Rejonowy v m. St. Warszawy, XII Wydział Gospodarczy KRS, KRS: 0000374033, REGON 142733356-00050, NIP 701-027-39-50; in BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, which is operated by **PBC spółka z ograniczoną odpowiedzialnością**, with the registered office at ul. Rolna 12, 40-555 Katowice, Regon: 241645322, NIP: 6342753272, registered in Krajowy Rejester Sadowy, Sad Rejonowy Katowice\_wschód w Katowicach, VIII wydział gospodarczy krajowego Rejestru Sadowego with the number: 0000359808; in Mölltaler Gletscher and Ankogel, which are operated by Mölltaler **Gletscherbahnen Gesellschaft mbH & Co KG** with the registered office at Innerfragrant 46, A-9831 Flattach Österreich/Austria, Fn: 19797p, ATU33329902; and in Muttereralm, which is operated by **Muttereralm Bergbahnen Errichtungs GmbH** with the registered office at Nockhofweg 40, 6162 Mutters, Fn: 270746g, ATU62238929.

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2. Any client can buy a *Premium Smart Season Pass Wave 1* (hereinafter referred to as “**Premium Smart Season Pass 1**”) based on a special offer of the operator for the 2022/2023 winter season.

Every **Premium Smart Season Pass 1** is valid in the resorts operated by the TMR company, in Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, Mölltaler Gletscher and Ankogel and Muttereralm from the beginning of the 2022/2023 winter season depending on weather and snow conditions and the decision of the operator to 30.4.2023 or to the end of the 2022/2023 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2023 and from 7.4.2022 or from the day of the season pass purchase if this happens later to 30.4.2022 or to the end of the 2021/2022 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2022, during the opening times in individual resorts based on item 8.3 of these Terms and Conditions and **in Mölltaler Gletscher during the 2021/2022 winter ski season until 8.5.2022 and during the 2022/2023 winter season until 20.5.2023 or depending on weather and snow conditions and the decision of the operator of the Mölltaler Gletscher resort.**

**The validity period of Premium Smart Season Passes 1 in individual resorts where the Premium Smart Season Passes 1 can be used is different and depends on weather and snow conditions and the decision of the operator(s) of individual resorts.**

Premium Smart Season Passes 1 cannot be used at the cable car operating between Skalnaté pleso and Mt Lomnický štít and at the cable car of the Czech Railways operating on the route Liberec – Horní Hanychov – Mt Ještěd.

Every Premium Smart Season Pass 1 **entitles** its holder to use night skiing services in the following resorts: Jasná, Skiareal Špindlerův Mlýn, Ještěd and Szczyrkowski Ośrodek Narciarski based on conditions specified by the resort operator if night skiing is offered in the resort by the operator.

Any client can buy a *Premium Smart Season Pass Wave 1 + Fast Pass* for the 2022/2023 winter season (hereinafter referred to as “**Premium Smart Season Pass 1 Fast Pass**”) based on a special offer of the operator for the 2022/2023 winter season which is valid in the resorts operated by the TMR company, in Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, Centralny Ośrodek Sportu – Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA=Beskid Sport Arena ośrodek narciarski w Szczyrku, Mölltaler Gletscher and Ankogel and Muttereralm from the beginning of the 2022/2023 winter season depending on weather and snow conditions and the decision of the operator to 30.4.2023 or to the end of the 2022/2023 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2023 and from 7.4.2022 or from the day of the season pass purchase if this happens later to 30.4.2022 or to the end of the 2021/2022 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2022, during the opening times in individual resorts based on item 8.3 of these Terms and Conditions and **in Mölltaler Gletscher**

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**during the 2021/2022 winter ski season until 8.5.2022 and during the 2022/2023 winter season until 20.5.2023 or depending on weather and snow conditions and the decision of the operator of the Mölltaler Gletscher resort**, and which entitles its holder to use **priority (skip-the-line) access** at selected cableways determined by the operator in individual resorts where the Premium Smart Season Pass 1 Fast Passes are valid (i.e.: **in the Jasná resort** – at cableways “A1” Priebyba – Chopok (north), “A2” Kosodrevina – Chopok (south), “A3” Grand – Brhliská (north), “A5” Krupová – Kosodrevina (south), “B3” Biela púť – Jasná (north), “B8” Lúčky – Vyhládka (north); **in the Tatranská Lomnica resort** – at cableways “B” Štart – Skalnaté pleso, “F” Tatranská Lomnica – Štart, “I” Tatranská Lomnica – Buková Hora, “D” Štart – Čučoriedky, “C” Skalnaté pleso – Lomnické sedlo; **in the Štrbské Pleso resort** – at cableways “A” Solisko Expres, “C” Furkota, “D” Mostíky); **in Szczyrkowski Ośrodek Narciarski** – at cableways “A1” Gondola, “B1” Kanapa, “B2” Kanapa, “B5” Kanapa).

**The validity period of every Premium Smart Season Pass 1 + Fast Pass in individual resorts where the Premium Smart Season Passes 1 + Fast Passes can be used is different and depends on weather and snow conditions and the decision of the operator(s) of individual resorts.**

Premium Smart Season Passes 1 +Fast Passes **cannot be used** at the cable car operating between Skalnaté pleso and Mt Lomnický štít and at the cable car of the Czech Railways operating on the route Liberec – Horní Hanychov – Mt Ještěd.

Every Premium Smart Season Pass 1 + Fast Pass **entitles** its holder to use night skiing services in the following resorts: Jasná, Skiareal Špindlerův Mlýn, Ještěd and Szczyrkowski Ośrodek Narciarski based on conditions specified by the resort operator if night skiing is offered in the resort by the operator.

**As for the terms specified in these Terms and Conditions that apply to Premium Smart Season Passes 1 and Premium Smart Season Passes 1 + Fast Passes, the name “Smart Season Pass 1” shall be used.**

**3. Smart Season Passes 1** are issued by TMR as contactless KEY CARDS. Every contactless KEY CARD entitles its user (the person that the Smart Season Pass 1 is issued for based on their identification data) to use services offered in individual resorts operated by the TMR company, in Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sporta Arena, Mölltaler Gletscher and Ankogel and Muttereralp. The respective scope of services is published online on [www.gopass.travel](http://www.gopass.travel).

**4.** Customers can buy **Premium Smart Season Passes 1 or Premium Smart Season Passes 1 + Fast Passes** from 7.4.2022 to 30.4.2022 – only online via the GOPASS sales system, which is operated by the GOPASS, a.s. company, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 53 824 466, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 11039/L, [www.gopass.travel](http://www.gopass.travel). When concluding a purchase contract regarding the Smart Season Pass 1, every customer is obliged to pay the price of

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**EUR 489** (basic price). When concluding a purchase contract regarding the Premium Smart Season Pass 1, every customer is obliged to pay the price of **EUR 489** (basic price). When concluding a purchase contract regarding the Premium Smart Season Pass 1 + Fast Pass, every customer is obliged to pay the price of **EUR 789** (basic price).

**4.1** Every **Smart Season Pass 1** entitles its holder to use services in resorts operated by the TMR company in the Slovak Republic, in Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ośrodek Narciarski, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sporta Arena, Mölltaler Gletscher and Ankogel and Muttereralm during the **day opening times** of the respective transport facilities from the beginning of the 2022/2023 winter season as specified in item 2 of these Terms and Conditions and from 7.4.2022 or from the day of the Smart Season Pass 1 purchase if this happens later To 30.4.2022 or to the end of the 2021/2022 winter season depending on the weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2022.

**4.2** **Skiers who buy their Smart Season Passes 1 on [www.gopass.travel](http://www.gopass.travel) through the Jasná resort or the Vysoké Tatry resort must pass the first turnstile of the season in any resort operated by the TMR company in the Slovak Republic or in Szczyrkowski Ośrodek Narciarski or in Mölltaler Gletscher or in Ankogel. Skiers who buy their Smart Season Passes 1 on [www.gopass.travel](http://www.gopass.travel) through Špindleruv Mlýn resort or the Ještěd resort must pass the first turnstile of the season in the Špindleruv Mlýn resort or the Ještěd resort. Skiers who buy their Smart Season Passes 1 on [www.gopass.travel](http://www.gopass.travel) through the Mölltaler Gletscher resort must pass the first turnstile of the season in any resort operated by the TMR company in the Slovak Republic or in Szczyrkowski Ośrodek Narciarski or in Mölltaler Gletscher or in Ankogel.**

**5.** Discounted Smart Season Passes 1:

**5.1** “Senior” Smart Season Passes 1 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” Smart Season Passes 1 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” Smart Season Passes 1 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 Smart Season Passes 1 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 Smart Season Passes 1 in accordance with item 5 of these Terms and Conditions, the decisive day shall be the day the respective**

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**Smart Season Pass 1 is purchased (not the day when services are used based on the Smart Season Pass 1).**

**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 in such case.**

**5.8 If any customer fails to claim a discount when purchasing their Smart Season Pass 1, the discount CANNOT BE OFFERED later!!**

## **6. Smart Season Pass 1:**

**6.1 Every holder of a Smart Season Pass 1 can use a 15% discount in the gastronomy facilities listed below, i.e. in gastronomy facilities operated by the TMR company in resorts operated by the TMR company in Slovakia (**Jasná:** Apresski Lúčky, Apresski Funi bar, Apresski Fis bar, Apresski Krupová, Crystal bar, Happy End, Rotunda, Von Roll Luková, Habarka, Bernardino Burger, Snack bar Rovná Hoľa, Kosodrevina restaurant, Jasná Mountain Food, Energy Bar Chopok, Bar Zadné Dereše; **Tatranská Lomnica:** Humno Restaurant, Apresski bar, Restaurant Pizza Pasta, Retrostation Restaurant, Panorama Restaurant Skalnaté pleso, Café Panorama, Dedo café; **Starý Smokovec:** Restaurant Hrebienok, in **Skiareal Špindlerův Mlýn** (Après Ski bar Hromovka, Quattro bar, Stadion restaurant, Na Pláni restaurant, Medvědin restaurant, Na Mísečkách restaurant), in **Ještěd** (Après-ski bar Nová Skalka, Můstek restaurant, Bistro Pod Lany, Bistro Pláně, in **Szczyrkowski Ośrodek Narciarski** (Apresski Gondola, Grill bar Gondola, Kuflonka restaurant, Kuflonka Alacarte restaurant), in **Mölltaler Gletscher** (Bergrestaurant Panorama Eisse, Sonnblick Bar, Mölli Bar, in Ankogel (Bistro Ankogel, ZuMutt Bar, K`nockout Bar , as well as a **15% discount on items sold in Tatry Motion shops** operated by the TMR company in Slovakia (**Jasná:** Intersport Lúčky (rental), Rent Biela Púť, Souvenir shop Centrum Jasná, Krupová (rental), Maxiland Krupová, Shop and Rent Grand, Rent Krupová, Maxiland Lúčky, Service Grand Jet, Maxiland Biela Púť; **Tatranská Lomnica:** Tatry Motion Shop & Rent Tatranská Lomnica, Tatry Motion Shop Skalnaté pleso, Intersport Rent Tatranská Lomnica; **Starý Smokovec:** Tatry Motion Shop & Rent Starý Smokovec, Tatry Motion Shop Hrebienok), in **Štrbské Pleso** (Vist Štrbské Pleso, Intersport Rent Štrbské Pleso), in **Skiareal Špindlerův Mlýn** (Spindl Motion Rental Hromovka, Spindl Motion Rental Svatý Petr, Spindl Motion Rental Medvědin, Spindl Motion RENTAL Mísečky, LS Skolmax, Svatý Petr, Medvědin, Mísečky, Harmony, in **Ještěd** (Ještěd Motion Shop & Rental, Ještěd Ski School, in **Szczyrkowski Ośrodek Narciarski** (Sklep SZCZYRK MOTION pod Gondola, Serwis narciarski pod Gondola. **The 15% discount does not apply to discounted items and sales.****

**6.2** Discounts based on item 6.1 can be used from the day of the Smart Season Pass 1 purchase to the end of the 2021/2022 winter season based on these Terms and Conditions and then from the beginning of the 2022/2023 winter season.

**6.3** Discounts based on item 6.1 cannot be **combined with each other or with other discounts.**

**6.4** Operators of individual resorts reserve the right to change the benefits as well as the period when benefits are offered.

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7. **Every Smart Season Pass 1 is non-transferable from the moment it is purchased.**
8. Operation and opening times:
- 8.1 The operation of individual transport facilities (cableways and ski lifts) in individual resorts depends on weather and the decision of the operator in individual resorts
- 8.2 The opening times of cableways and ski lifts in individual resorts where Smart Season Passes 1 are valid are defined by the operator of individual resorts based on weather and other operation conditions in individual resorts.
- 8.3 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 2022/2023 winter season to 31.1.2023 – between 8:30am and 3:30pm, from 1.2.2023 to the end of the 2022/2023 winter season between 8:30am and 4:00pm.
- 8.4 The opening times apply to morning and afternoon times as specified in item 8.3 unless otherwise decided by the operator of individual resorts.
- 8.5 **All SKI PISTES ARE CLOSED from the beginning of the 2022/2023 winter season to 31.1.2023 between 4:00pm and 8:30am, and from 1.2.2023 to the end of the 2022/2023 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 slope!**
- 8.6 The operators of individual resorts are 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 online every day: [www.jasna.sk](http://www.jasna.sk), [www.vt.sk](http://www.vt.sk), [www.skiareal.cz](http://www.skiareal.cz), [www.skijested.cz](http://www.skijested.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), [www.muttereralm.at](http://www.muttereralm.at).
9. Lost, stolen or damaged key cards:
- 9.1 Lost or stolen key cards:
- 9.1.1 If a Smart Season Pass 1 gets lost or stolen, the client centre or ticket office in the respective resort must be notified immediately. To do so, the holder of the Smart Season Pass 1 is obliged to show the ID (or any other identification document) of the person that the lost or stolen Smart Season Pass 1 was issued for (or of their legal representative). The operator is entitled to ask the holder of the Smart Season Pass 1 to present the respective email with the season pass purchase confirmation. Any lost or stolen Smart Season Pass 1 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 Smart Season Pass 1 will get a substitute key card with their Smart Season Pass 1 loaded. The surcharge for issuing a substitute Smart Season Pass 1 is EUR 3. If a substitute Smart Season Pass 1 is issued, a EUR 2 deposit for a new contactless key card is required in addition to the issue surcharge. The holder of the Smart Season Pass 1 is not entitled to be paid the whole or an aliquot Smart Season Pass 1 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 Smart Season Passes

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1 who fail to present documents specified above in this item are not entitled to receive substitute Smart Season Passes 1 or any other form of compensation for their lost or stolen passes/key cards..

## 9.2 Damaged key cards

**9.2.1** If a Smart Season Pass 1 gets damaged, the client centre or ticket office in the respective resort must be notified immediately. To do so, the holder is obliged to present the damaged Smart Season Pass 1 and to show the ID (or any other identification document) of the person that the damaged Smart Season Pass 1 was issued for (or of their legal representative). The operator is entitled to ask the holder of the Smart Season Pass 1 to present the respective email with the season pass purchase confirmation. If the damaged Season Pass 1 cannot be re-encoded, the holder of the Smart Season Pass 1 will receive a substitute Smart Season Pass 1. In the case of manual damage, a EUR 3 surcharge is required for issuing a new Smart Season Pass 1. If a substitute Smart Season Pass 1 is issued, a EUR 2 deposit for a new contactless key card is required in addition to the issue surcharge.

## 9.3 Forgotten key cards

**9.3.1** If any client arrives in any ski resort and discovers that they have forgotten to take their season pass (KEY CARD), item 9.1 of these Terms and Conditions shall apply, i.e. a EUR 3 surcharge for a substitute Smart Season Pass 1 and a 2 EUR deposit for a new contactless key card are required (the latter applies if a new contactless key card is issued). Both fees are to be paid to the operator when the substitute key card is issued.

**9.4** If a Smart Season Pass 1 key card purchased on [www.gopass.travel](http://www.gopass.travel) through the Vysoké Tatry resort or the Jasná resort gets lost, damaged or stolen in Skiareal Špindlerův Mlýn, Ještěd, Centralny Ośrodek Sportu or BSA=Beskid Sport Arena, **neither a substitute Smart Season Pass 1 nor** any financial or non-financial compensation or a substitute key card **can be offered in these resorts. Damaged season passes cannot be re-encoded either.** This can be done only in the resorts operated by TMR in Slovakia.

**9.5** If a Smart Season Pass 1 purchased on [www.gopass.travel](http://www.gopass.travel) through the Špindlerův Mlýn resort or the Ještěd resort gets lost, damaged or stolen in resorts operated by TMR in Slovakia, or in Centralny Ośrodek Sportu, BSA=Beskid Sport Arena, Ośrodek narciarski w Szczyrku, Mölltaler Gletscher or Ankogel or Muttereralm, **neither a substitute Smart Season Pass 1 nor** any financial or non-financial compensation or a substitute key card **can be offered in these resorts. Damaged season passes cannot be re-encoded either.** This can be done only in Špindlerův Mlýn or in Ještěd.

## 10. Complaints and refunds:

**10.1** 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 generally binding regulations that are valid in the Slovak Republic. As far as services provided in Skiareal Špindlerův Mlýn and Ještěd are concerned, these are governed by generally binding regulations that are valid in the Czech Republic, as far as services provided in Szczyrkowski Ośrodek Narciarski, in COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku and in BSA= Beskid Sporta Arena are concerned,

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these are governed by generally binding regulations that are valid in the Polish Republic, as far as services provided in Mölltaler Gletscher and in Ankogel and in regulations are concerned, these are governed by generally binding regulations that are valid in the Republic of Austria.

**10.2** 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.

**10.3** In the case of any defects on services, every customer is entitled to make a complaint in any client 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) if complaining about services used in Slovakia or to, or to [info@gopass.at](mailto:info@gopass.at) if complaining about services used in Austria or to, or to [reklamace@gopass.cz](mailto:reklamace@gopass.cz) if complaining about services used in the Czech Republic, or to [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl) if complaining about services used in Poland, 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.

**10.4** 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.

**10.5** Customers who 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 Smart Season Pass 1 holder passed a turnstile was reduced due to the above mentioned malfunction or if transport in the resort was cancelled completely.

**10.6** Every Smart Season Pass 1 holder can ask the operator for the following if they show a medical certificate proving a **long-term illness, an injury, pregnancy or if they show any other credible document that proves any other serious circumstance (death, work or study abroad):**

**10.6.1 if the holder has not used their Smart Season Pass 1 at all (not even once, i.e. they have not passed a turnstile with their pass), they can ask for a 100% refund of the paid Smart Season Pass 1 price in the form of credit added to the account of the Smart Season Pass 1 holder in the GOPASS programme or to have the Smart Season Pass 1 holder changed, i.e. the season pass transferred to another person;**

**10.6.2 if they have used their Smart Season Pass 1 one or more times (i.e. they have passed at least 1 turnstile in any resort with it), they can ask to have the Smart Season Pass 1 holder changed, i.e. the season pass transferred to another person.**

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Every **holder of a Smart Season Pass 1 is obliged to send their medical certificate proving their 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 Smart Season Pass 1 to another person. They must also present their ID (or the ID of the legal representative). Both documents must be sent to the Gopass programme contact centre that serves for holders of Smart Season Passes 1 purchased via the Gopass programme and **the Jasná resort or the Vysoké Tatry resort** to the email address: [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk), to the Gopass programme contact centre that serves for holders of Smart Season Passes 1 purchased via the Gopass programme and **the Mölltaler Gletscher resort or the Ankogel resort** to the email address: [info@gopass.at](mailto:info@gopass.at), to the Gopass programme contact centre that serves for holders of Smart Season Passes 1 purchased via the Gopass programme and **the Špindlerův Mlýn resort or the Ještěd resort** to the email address [reklamace@gopass.cz](mailto:reklamace@gopass.cz).

The operators reserve the right to assess each case individually and decide if the respective request regarding the 100% refund or the Smart Season Pass 1 transfer is justified. In the case of serious circumstances (long-term illness, injury etc.) that prevent holders of Smart Season Pass 1 from using the services that Smart Season Passes 1 entitle them to, **only** items 10.6.1 and 10.6.2 of these Terms and Conditions apply and the respective holders of Smart Season Passes 1 are **not entitled** to receive any financial or non-financial compensation.

**A Smart Season Pass 1 can be transferred only to a person that would be entitled to buy a Smart Season Pass 1 at the same price as the original holder of the Smart Season Pass 1 or to a person of an age group that can buy a Smart Season Pass 1 at a lower price than the original holder of the Smart Season Pass 1. But in such case, the holder of the Smart Season Pass 1 is not entitled to be paid the price difference.**

**The holder of every Smart Season Pass 1 can be changed only once (1x) during the 2022/2023 winter season.**

**10.7** If ski resorts cannot open or the ski season is interrupted during the validity period of Smart Season Passes 1 and this happens due to force majeure (i.e. 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 2022/2023 winter season period) or permanent consequences, the right to be compensated or reimbursed and the form of compensation or reimbursement shall be assessed after the validity period of the Smart Season Pass 1 expires.

**10.8** By buying a Smart Season Pass 1 and using services that the Smart Season Pass 1 entitles them to, every client declares that they have been aware of the current epidemiological situation and all related epidemiological precautions which are determined by relevant public authorities and in force when they buy the Smart Season Pass 1 and while they use the services that the Smart Season Pass 1 entitles them to and that they undertake to respect them. By buying a Smart Season Pass 1 and using the related services, every client confirms that on the day of the service use, they will meet all conditions required to use the services in accordance with currently valid public health protection measures that are in force.

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

**10.10** If any customer – natural person, i.e. a user who does not perform the line of their business, 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 priečinok 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-spotrebiteľskych-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-spotrebiteľskych-sporov.soi>.

## **11. 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/).

**12.** By purchasing a Smart Season Pass 1 and using services in individual resorts operated by the TMR company, in Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ósrodek Narciarski, COS = Centralny Ósrodek Sportu - Ósrodek Przygotowań Olimpijskich w Szczyrku, BSA = Beskid Sport Arena, Mölltaler Gletscher and Ankogel, and Muttereralm, as well as in other facilities operated by TMR, MELIDA, a.s., TMR Ještěd, a.s., SZCZYRKOWSKI ÓSRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ósrodek Sportu - Ósrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG and Bergbahnen Errichtungs GmbH, 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

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follow all safety rules and instructions of authorised staff members of the operators or other individuals authorised by them.

**13.** The TMR company is entitled to block any key card and prevent the respective holder from using services in resorts operated by the TMR company, in Szczyrkowski Ósrodek Narciarski, Skiareal Špindlerův Mlýn, COS = Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, BSA= Beskid Sporta Arena, Mölltaler Gletscher and Ankogel, and Muttereralm as well as in other facilities operated by the TMR, **SZCZYRKOWSKI ÓŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, MELIDA, a.s., TMR Ještěd, a.s., Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG and Muttereralm Bergbahnen Errichtungs GmbH anytime during the validity period of the Smart Season Pass 1 if the season pass is not used by the person who is entitled to do so**, i.e. the holder of the Smart Season Pass 1. Smart Season Passes 1 are valid only if used along with valid IDs of their holders (children under 15 years – with health insurance cards or other documents proving the age of the children), reduced-rate Smart Season Passes 1 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 Smart Season Pass 1 anytime during the validity period of the Smart Season Pass 1 and to prevent the respective holder from using services in individual resorts if the client or any other person who is using the Smart Season Pass 1 prevents the operator from checking the non-transferability of the Smart Season Pass 1 intentionally or deliberately, especially by misleading the operator about the identity of the person that is using the Smart Season Pass 1, 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 Smart Season Pass 1 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 Smart Season Pass 1 and related unauthorised use of services offered by operators in individual ski resorts; or if items 12, 13 or 14 of these Terms and Conditions are violated), **the respective customer is not entitled either 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.**

**14.** Smart Season Passes 1 do not entitle their holders to carry out any business or other gainful activities (including ski schools, ski and snowboard lessons) on ski pistes and in finish areas of ski pistes or in other facilities operated by **TMR, MELIDA, a.s., TMR Ještěd, a.s., SZCZYRKOWSKI ÓŚRODEK NARCIARSKI SPÓŁKA AKCYJNA, Centralny Ośrodek Sportu - Ośrodek Przygotowań Olimpijskich w Szczyrku, PBC spółka z ograniczoną odpowiedzialnością, Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, Muttereralm Bergbahnen Errichtungs GmbH** 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

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regulations. Unless otherwise allowed by the operator, the ski pistes and finish areas of ski pistes cannot be used for advertising purposes either (this includes various stalls, advertisements etc.).

**15.** These Terms and Conditions become effective on 7.4.2022 and are in force from 7.4.2022 to 30.4.2023 or to the end of the 2022/2023 winter season depending on weather and snow conditions and the decision of the operator if this happens sooner than on 30.4.2023, or during the validity period of Smart Season Passes 1 in individual resorts.

**16.** These Terms and Conditions apply to the provision of services – use of ski pistes in individual resorts operated by the TMR company, in Skiareal Špindlerův Mlýn, Ještěd, Szczyrkowski Ósrodek Narciarski, COS = Centralny Ósrodek Sportu - Ósrodek Przygotowań Olimpijskich w Szczyrku, BSA= Beskid Sporta Arena, Mölltaler Gletscher and Ankogel and Muttereralp. 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 (hereinafter referred to as “**general terms and conditions**”), these Terms and Conditions shall be considered decisive and give priority to 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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