

## GENERAL TERMS AND CONDITIONS

## TATRALANDIA and BEŠEŇOVÁ AQUA SEASON PASS

## WINTER 2021

These terms and conditions 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 in the year-round Tatralandia water park, Ráztocká 21, 031 01 Liptovský Mikuláš (hereinafter referred to as “**Tatralandia WP**“) operated by the TMR company and in the year-round BEŠEŇOVÁ water park, Bešeňová 136, 034 83 (hereinafter referred to as “**Bešeňová WP**“) operated by the **EUROCOM Investment, s.r.o.** company with the registered office at Bešeňová 136, 034 83 Bešeňová, IČO: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion No.: 14588/L (hereinafter referred to as “**EI company**“).

**1. TATRALANDIA WP and BEŠEŇOVÁ WP AQUA SEASON PASS – WINTER 2021**

- 1.1.** Any client can buy a Tatralandia WP and Bešeňová WP season pass for the 2021 winter season (hereinafter referred to as “**AQUA SEASON PASS**“) based on a special offer of the operator and the EI company.
- 1.2.** Every AQUA SEASON PASS entitles its holder to use services of the Tatralandia WP and the Bešeňová WP in the scope that the AQUA SEASON PASS covers.
- 1.3.** **AQUA SEASON PASSES** are issued as contactless **KEY CARDS** – with the identification details of their holders included (hereinafter referred to as “**key card(s)**“ or “**GOPASS card(s)**“).
- 1.4.** Every AQUA SEASON PASS is valid from 1.11.2021 or from the date of purchase depending on which happens later to 30.4.2022.
- 1.5.** Every AQUA SEASON PASS entitles its holder to use the following services:
  - 1.5.1 in the Tatralandia water park** – in the scope of the **AQUA TICKET**, i.e. 6 water slides, 10 pools (outdoor and indoor salt, thermal and fresh water), outdoor and indoor whirlpools, lockers for clothes in changing rooms, pool parasols and pool beds, attractions for kids, WiFi, parking,
  - 1.5.2 in the Bešeňová water park** – in the scope of the **AQUA TICKET**, i.e. 9 pools (outdoor and indoor thermal and fresh water), amusement-adrenalin zone with a wave pool, a kid’s pool and a water slide tower with 6 water slides, lockers for clothes in changing rooms, attractions for kids – climbing frames, parking, WiFi, outdoor fitness centre during the AQUA SEASON PASS validity period and during the opening times of the Tatralandia WP and the Bešeňová WP.

For the purpose of these general terms and conditions, 1 day is the day operation based on the conditions of the Tatralandia WP and the Bešeňová WP.

- 1.6.** Every client can buy an AQUA SEASON PASS in the time periods and in the way determined by the operator, i.e. **online** via the online shop of the GOPASS programme on [www.gopass.travel](http://www.gopass.travel) or in the Client centre of the Tatralandia WP or in the Client centre of the Bešeňová WP – at the prices specified in the price list which is published on the websites of the TMR company ([www.tatralandia.sk](http://www.tatralandia.sk) and [www.gopass.travel](http://www.gopass.travel)) and in the price list of the EI company which is published on [www.besenova.com](http://www.besenova.com). **To buy an AQUA SEASON PASS, every client must be actively registered in the GOPASS programme, which is operated by the TMR company, and they must have a GOPASS card.**
- 1.7.** **AQUA SEASON PASSES** are sold **online at reduced prices** via the online shop of the GOPASS programme **from 1.10.2021 to 15.11.2021 (advance sale)** – based on the general terms and conditions of the online shop of the GOPASS programme ([www.gopass.travel](http://www.gopass.travel)) and at prices specified in the price list of the TMR company and the price list of the EI company.



- 1.8. **AQUA SEASON PASSES** are sold in Client centres from 1.11.2021 to 15.11.2021 (advance sale), i.e. in the Client centre of the Tatralandia WP or the Client centre of the Bešeňová water park – at prices specified in the price list of the TMR company and the price list of the EI company if:
- 1.8.1 the future AQUA SEASON PASS holder is a registered GOPASS programme member, but a GOPASS card has not been issued for them – in such case, they can have a GOPASS card issued in the Client centre of the Tatralandia water park or the Bešeňová WP and added to their registered GOPASS programme account; or
- 1.8.2 the future AQUA SEASON PASS holder is not a registered GOPASS programme member – in such case, they can register for GOPASS and have a GOPASS card issued when buying their AQUA SEASON PASS. The GOPASS registration can be done on the website: [www.gopass.travel](http://www.gopass.travel).
- 1.9. **From 16.11.2021 to 31.3.2022, the main sale** of AQUA SEASON PASSES is carried out *online* via the online shop of the GOPASS programme on [www.gopass.travel](http://www.gopass.travel) – at prices specified in the price list published on the website of the TMR company [www.gopass.travel](http://www.gopass.travel), as well as *offline* in the Client centre of the Tatralandia WP and the Client centre of the Bešeňová water park – at prices specified in the price list of the TMR company and the price list of the EI company if:
- 1.9.1 the future AQUA SEASON PASS holder is a registered GOPASS programme member, but a GOPASS card has not been issued for them – in such case, they can have a GOPASS card issued in the Client centre of the Tatralandia water park or the Bešeňová WP and added to their registered GOPASS programme account; or
- 1.9.2 the future AQUA SEASON PASS holder is not a registered GOPASS programme member – in such case, they can register for GOPASS and have a GOPASS card issued when buying their AQUA SEASON PASS. The GOPASS registration can be done on the website: [www.gopass.travel](http://www.gopass.travel).
- 1.10. If any client is a holder of a SUMMER AQUA SEASON PASS 2021, they can pay a WINTER AQUA SEASON PASS 2021 **surcharge in the value of EUR 89 online in the advance sale period from 1.10.2021 to 15.11.2021** (via the online shop of the GOPASS programme on [www.gopass.travel](http://www.gopass.travel)) or **in the value of EUR 109 online in the main sale period from 16.11.2021 to 31.3.2022** (via the online shop of the GOPASS programme on [www.gopass.travel](http://www.gopass.travel)). **Once they do so, they will be considered an AQUA SEASON PASS holder in accordance with these general terms and conditions and entitled to use services based on these general terms and conditions.**
- 1.11. **AQUA SEASON PASS:**
- 1.11.1 Children up to 5.99 years of age can use the services of the Tatralandia WP and the Bešeňová WP *for free* (except the Celtic sauna world in the Tatralandia WP and the Harmónia Wellness & Spa centre in the Bešeňová WP), but only if they are accompanied by an adult person older than 18 years (max. 2 children with 1 adult person older than 18 years). Every extra child up to 5.99 years of age (3<sup>rd</sup>, 4<sup>th</sup> etc.) accompanied by the same adult person can use the services of the Tatralandia WP and the Bešeňová WP only if they buy a ticket of the 6 – 11.99 year-old child category based on the price list of the TMR company and the price list of the EI company or if they have an AQUA SEASON PASS as specified in these general terms and conditions. The companion (adult person) is responsible for the child(ren) all the time while staying in the Tatralandia WP or the Bešeňová WP and cannot leave the child(ren) unattended.
- 1.11.2 Children aged 6 – 11.99 years are entitled to buy 6 – 11.99 year-old child category AQUA SEASON PASSES. To claim the discount, the correct date of birth of the child must be entered when registering on [www.gopass.travel](http://www.gopass.travel). When buying an AQUA SEASON PASS *offline*, the health insurance card of the child or another document proving the age of the child must be presented to claim the discount.
- 1.11.3 Juniors aged 12 – 17.99 years or holders of ISIC, ITIC, EURO26, GO26 cards are entitled to buy *Junior* category AQUA SEASON PASSES. To claim the discount, the correct date of birth of the junior and the correct number of the ISIC, ITIC, EURO26, GO26 card must be entered when registering on [www.gopass.travel](http://www.gopass.travel). When buying an AQUA SEASON PASS *offline*, the ID of the junior (or the health insurance card of the junior younger than 15 years



or another document proving the age of the junior) and the respective ISIC, ITIC, EURO26, GO26 card must be presented to claim the discount.

**1.11.4** Seniors aged 60 and more or holders of disability cards with or without companions are entitled to buy *Senior* category AQUA SEASON PASSES. To claim the discount based on the age, every customer is obliged to enter the correct date of birth when registering on [www.gopass.travel](http://www.gopass.travel). To claim the discount based on a disability, every client must send an official request in advance, i.e. before buying their AQUA SEASON PASS. Every client shall be informed about the terms of the discount use by the operator.

When buying an AQUA SEASON PASS *offline*, the ID of the respective senior or the ID and the disability card of the disabled client must be presented.

**Discounts cannot be combined. Every client can choose the best price.**

- 1.12.** On one and the same day, every AQUA SEASON PASS can be used only as a one (1) single-use Tatralandia WP ticket or a one (1) single-use Bešeňová WP ticket, i.e. all day long during the water park opening times. **The Tatralandia WP and the Bešeňová WP cannot be combined on one and the same day.**
- 1.13.** Every AQUA SEASON PASS is **non-transferable** from the moment it is issued. Every AQUA SEASON PASS holder is obliged to present their ID if season pass holders are checked.
- 1.14.** Every AQUA SEASON PASS holder is entitled to use the Celtic sauna world in the Tatralandia water park and services offered in there **or** the Harmónia Wellness & Spa sauna world in the Bešeňová water park and services offered there based on the price list of the respective operator, i.e. at **EUR 10/person/use**. There are **NO DISCOUNTS** on the Celtic sauna world tickets or the Harmónia Wellness & Spa tickets for individual age groups or disabled clients. **Children aged 0 – 5.99 years CANNOT enter and use** the Celtic sauna world in the Tatralandia water park or the Harmónia Wellness & Spa sauna world in the Bešeňová water park. Children aged 6 – 11.99 years can use the services of the Celtic sauna world in the Tatralandia water park and the Harmónia Wellness & Spa sauna world in the Bešeňová water park if they buy tickets as mentioned above and if they enter the wellness centre during the first hour of the opening times of the Celtic sauna world in the Tatralandia water park or the Harmónia Wellness & Spa sauna world in the Bešeňová water park on the given day.
- 1.15.** Each time when leaving the Tatralandia WP or the Bešeňová WP, every AQUA SEASON PASS holder is obliged to pay all extra charges registered on their wristbands within the cashless payment financial limit for catering and other services used while using services that AQUA SEASON PASS holders are entitled to.
- 1.16.** Every AQUA SEASON PASS holder can use a **15% discount** on food and drinks in gastronomy facilities operated by the TMR company in the Tatralandia WP and the Bešeňová WP and a 15% discount on goods sold at Aqua Motion shops operated by the TMR company in the Tatralandia WP and the Bešeňová WP **during the whole validity period of their AQUA SEASON PASS**. Discounts based on item 1.16. **cannot be combined with each other or with other discounts or special offers**. The operator reserves the right to change the terms of the discount and benefit provision as well as to stop providing benefits or discounts anytime. In such case, clients are not entitled to be compensated financially or non-financially.
- 1.17.** Discounts based on item 1.16. can be used automatically no sooner than one day after the purchase of the respective AQUA SEASON PASS.
- 1.18.** Every AQUA SEASON PASS holder can buy a Surf Ticket XS – 20 min. at the price based on the price list, i.e. at **EUR 9/person/use**.
- 1.19.** Every holder of an AQUA SEASON PASS purchased between 1.10.2021 and 31.10.2021 can use their AQUA SEASON PASS based on the scope of services that their AQUA SEASON PASS entitles them to in the Tatralandia WP and the Bešeňová WP also from 1.10.2021 or from the date of the AQUA SEASON PASS purchase (depending on which happens first) to 31.10.2021.

## 2. LOST, STOLEN OR DAMAGED GOPASS cards (hereinafter referred to as “key card(s)”)

### 2.1 Lost or stolen key cards



- 2.1.1** If a key card gets lost or stolen, the key card holder is obliged to inform a ticket office in the Tatralandia WP or the Bešeňová WP, or the client centre in the Tatralandia WP or the Bešeňová WP, a client centre of the TMR company, i.e. the operator of the GOPASS programme or to call the GOPASS helpline: 0850 122 155 (international calls: +421 220 510 448) immediately or to log in to their GOPASS account on [www.gopass.travel](http://www.gopass.travel) and to block their key card. In such case, the holder is obliged to present the ID of the person that the key card was issued for (or their legal representative). The operator is entitled to ask for the confirmation email proving the purchase of the AQUA SEASON PASS as well. Only after the loss or theft is reported and all required documents are presented, the key card can be blocked and necessary data, including the number of unused days can be checked. After that, the key card holder will receive a substitute key card/Gopass card. The surcharge for issuing a new Gopass card is EUR 2.
- 2.1.2** The key card holder is not entitled to be paid the whole price or its aliquot part back; or to receive any other form of compensation for the days they could not use services because they were late with the loss/theft report and the key card got blocked later.
- 2.1.3** Key card holders who fail to present documents specified above are not entitled to receive substitute key cards or any other form of compensation for their lost or stolen key cards.
- 2.2** Damaged key cards
- 2.2.1** If a key card gets damaged, the key card holder is obliged to inform a ticket office in the Tatralandia WP or the Bešeňová WP, or the client centre in the Tatralandia WP or the Bešeňová WP immediately. The key card holder is obliged to present the damaged key card and the ID of the person that the key AQUA SEASON PASS was issued for (or their legal representative). The operator is entitled to ask for the confirmation email proving the purchase of the AQUA SEASON PASS as well. If the key card is damaged manually, the holder shall receive a substitute key card/Gopass card on the day when they present the damaged key card and they are obliged to pay a EUR 2 surcharge for issuing a new key card/Gopass card.
- 2.2.2** Key card holders who fail to present documents specified above are not entitled to receive substitute key cards or any other form of compensation for their lost or stolen key cards.
- 2.3** Forgotten key cards
- 2.3.1** If any client arrives in the Tatralandia WP or the Bešeňová WP and discovers that they have forgotten their key card, item 2.1 of these general terms and conditions applies. The surcharge for issuing a new key card/Gopass card is EUR 2.
- 2.4** All fees and surcharges must be paid by clients to the operator once their substitute key cards/Gopass cards are issued.

### 3 SPECIAL TATRALANDIA WP and BEŠEŇOVÁ WP ENTRANCE FOR AQUA SEASON PASS HOLDERS

- 3.1** Every authorised AQUA SEASON PASS holder is entitled to ask the staff of the client centre in the Tatralandia WP or the Bešeňová WP (hereinafter referred to as “**client centre**”) to have an exclusive product – a **reloadable chip** issued. Every authorised AQUA SEASON PASS holder can use a reloadable chip to enter the Tatralandia WP or the Bešeňová WP comfortably through a special entrance without having to pass public ticket offices. The special entrance is marked, located next to the client centre in each of the water parks and designated only for authorised AQUA SEASON PASS holders including those who don't have reloadable chips (hereinafter referred to as “**special entrance**”).
- 3.2** The reloadable chip is a wristband with a built-in chip that serves to enter either of the water parks and to buy products and services in either of the parks in the total amount of EUR 60 which have to be paid every time when leaving the park.
- 3.3** To have a reloadable chip issued, the respective AQUA SEASON PASS holder must pay a EUR 5 deposit in the client centre. The deposit will be paid back to the chip holder in the client centre of the Tatralandia WP or the Bešeňová WP (depending on where the chip was originally issued) if it is not damaged when returned. Otherwise the deposit shall be used by the operator to buy a new chip and a new wristband and will not be returned to the client. If any reloadable chip gets damaged during the



validity period of the respective AQUA SEASON PASS, the authorised AQUA SEASON PASS holder can ask to have a new reloadable chip issued if they pay a new EUR 5 deposit.

- 3.4 Reloadable chips issued in the client centre of the Tatralandia WP are valid only in the Tatralandia WP. Reloadable chips issued in the client centre of the Bešeňová WP are valid only in the Bešeňová WP.**
- 3.5** Every reloadable chip loss or damage must be reported by its authorised holder to the client centre where it was originally issued. Otherwise the authorised holder is responsible for any related damage, especially in the case of a loss (e.g. chip blocking due to unauthorised use). Once a reloadable chip loss is reported, the chip gets blocked immediately and the authorised holder can get a new reloadable chip based on item 3.3 of these general terms and conditions.
- 3.6** The operator uses an internal system to check the rights related to any authorised AQUA SEASON PASS possession. The system includes face recognition of AQUA SEASON PASS holders or reloadable chip holders based on photos provided by individual clients when buying their AQUA SEASON PASSES. The checking system as mentioned in this item works in accordance with all valid data protection regulation.
- 3.7** The TMR company is entitled to block any AQUA SEASON PASS and/or reloadable chip to prevent the respective holder from exercising their rights related to their authorised AQUA SEASON PASS possession if the AQUA SEASON PASS and/or reloadable chip is not used by the person that is entitled to do so, i.e. not by the person that the AQUA SEASON PASS and/or reloadable chip was issued for and whose name is written on the contactless key card (i.e. the name and the photo on the AQUA SEASON PASS and/or reloadable chip do not correspond with the identification details of the person that is being checked). Every AQUA SEASON PASS and/or reloadable chip is a non-transferable product and valid only if used along with an ID or another document proving the identity (health insurance card in the case of children younger than 15 years). The TMR company is entitled to block any AQUA SEASON PASS and/or reloadable chip if the respective authorised AQUA SEASON PASS and/or reloadable chip holder prevents the operator from checking the non-transferability of the AQUA SEASON PASS and/or reloadable chip intentionally or deliberately, especially by misleading the operator about the identity of the person that is using the AQUA SEASON PASS and/or reloadable chip, i.e. by covering the face (with a hand, a scarf etc.), or by rejecting to cooperate when the authorised use of AQUA SEASON PASSES and/or reloadable chips is checked.

#### 4 COMPLAINTS

- 4.1** Services are provided by the TMR company and the operator of the Bešeňová WP 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.
- 4.2** Every AQUA SEASON PASS holder is entitled to be provided services in the regular extent, quality, amount and time or otherwise agreed extent, quality, amount and time.
- 4.3** Every AQUA SEASON PASS holder is obliged to set up their complaint immediately after having discovered the defects they want to complain about, i.e. on the day when the respective service has not been provided in the regular or agreed extent, quality, amount and time, but no later than on the following calendar day. Otherwise the right to complain expires. AQUA SEASON PASS holders can file their complaints in the client centre of the Tatralandia water park or the Bešeňová water park, or electronically by sending an email to [info@tatralandia.sk](mailto:info@tatralandia.sk), [info@besenova.com](mailto:info@besenova.com) or [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) (depending on which company the respective services are offered by) or in writing if they contact the registered office of the TMR company or the EI company within the period specified in these general terms and conditions. In the case of written complaints, the period is considered to be met if the written complaint is delivered to the TMR company or the EI company (depending on which company the respective services are offered by) on the first working day after the client becomes entitled to set up their complaint.
- 4.4** To set up their complaint, every AQUA SEASON PASS holder is obliged to present their ID and receipt to prove that they purchased the service that they are complaining about. The TMR company or the EI company (depending on which company the respective services are offered by) 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 AQUA SEASON PASS holder 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 TMR company or the EI company (depending on which company the respective services are offered by) in all respects required.

- 4.5 No compensation is offered by the provider** for any day when clients cannot use services that their AQUA SEASON PASSES entitle them to or if they can use the services in a limited way only.
- 4.6** The TMR company and the EI company reserve the right to assess each complaint case individually, to decide if the respective complaint and the claim to compensation are justified and to determine the compensation form and amount.
- 4.7** In special cases, every AQUA SEASON PASS holder can ask the TMR company to change the holder of their already purchased AQUA SEASON PASS if they present a medical certificate proving a **long-term illness, an injury or any other serious circumstance** that might be the reason to change the holder of the already purchased AQUA SEASON PASS. When doing so, the AQUA SEASON PASS holder (or their legal representative) is obliged to present their medical certificate proving their injury or any other document proving a serious reason within 10 days after the injury or after they learn about the serious reason. They must also present their AQUA SEASON PASS receipt (tax document) and the ID of the holder (or their legal representative). The operator reserves the right to assess each case individually and to decide if the respective claim to the AQUA SEASON PASS holder change is justified. In the case of serious circumstances that prevent AQUA SEASON PASS holders from using the services that their purchased AQUA SEASON PASSES entitle them to (long-term illness, injury etc.), only this item of these general terms and conditions applies and the respective AQUA SEASON PASS holder is not entitled to receive any financial or non-financial compensation.
- 4.8** If any client – natural person, i.e. 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 client, when asked by the client as mentioned above, the client 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-spotrebiteckych-sporov/146987s>). Every client 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 client 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>.

## 5 PERSONAL DATA PROTECTION

- 5.1** 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/).

## 6 SPECIAL PROVISIONS



- 6.1 The Tatralandia WP and the Bešeňová WP are managed by the operator or the EI company and details about the opening times are displayed at the entrances of the Tatralandia WP and the Bešeňová WP every day and published on the website of the operator: [www.tatralandia.sk](http://www.tatralandia.sk) and the website of the Bešeňová WP: [www.besenova.com](http://www.besenova.com).
- 6.2 **By buying an AQUA SEASON PASS and using services in the Tatralandia WP operated by the TMR company and in the Bešeňová WP operated by the EI company, every client undertakes to respect all instructions of authorised staff members of the TMR company and/or the EI company, the water park rules of Tatralandia and Bešeňová, these general terms and conditions, special terms and conditions related to the online shop of the GOPASS programme.**
- 6.3 The TMR company or the EI company are entitled to block any AQUA SEASON PASS and prevent the respective holder from using services in the Tatralandia WP operated by the TMR company and in the Bešeňová water park operated by the EI company if the AQUA SEASON PASS is not used by the person that is entitled to do so, i.e. not the authorised AQUA SEASON PASS holder. Every AQUA SEASON PASS is valid only along with the ID of the holder (or a health insurance card or any other identification document in the case of children younger than 15 years) and in the case of reduced-rate AQUA SEASON PASSES – also along with the card that entitles the respective pass holder to get the discount. To check individual season pass holders, the operator and the EI company are entitled to ask individual AQUA SEASON PASS holders to present their IDs (or a health insurance cards or any other identification documents in the case of children younger than 15 years) and in the case of reduced-rate AQUA SEASON PASSES – also the cards that entitle the respective pass holders to get the discount.
- 6.4 **Shall any AQUA SEASON PASS be blocked due to any breach of these general terms and conditions (unauthorised use of the AQUA SEASON PASS and related unauthorised use of services offered by the TMR company in the Tatralandia WP and by the EI company in the Bešeňová WP or if item 6.2 of these general terms and conditions is violated), the respective client is not entitled either to receive any form of financial or non-financial compensation for not being able to use services offered by the TMR company in the Tatralandia WP or by the EI company in the Bešeňová WP, and/or to be refunded the whole or an aliquot ticket price.**
- 6.5 If the operation of the Tatralandia WP or the Bešeňová WP is interrupted or the water parks are closed due to regulations of public authorities in order to prevent spreading of a contagious disease (mainly but not necessarily only COVID-19) or due to other related restrictions ordered by public authorities, due to an epidemic, a pandemic, a state of emergency, a war or terrorism during the validity period of AQUA SEASON PASSES, every client is entitled to be compensated for not being able to use the services that their AQUA SEASON PASS entitles them to, i.e. to have their AQUA SEASON PASS validity period extended as specified in item 1.4 of these general terms and conditions depending on the number of days when AQUA SEASON PASSES cannot be used due to above mentioned reasons and the number of days when individual AQUA SEASON PASS holders used services that their AQUA SEASON PASSES entitle them to before the water park operation interruption or water park closure. The right to compensation for a limited use of services based on AQUA SEASON PASSES does not apply to the period specified in item 1.19 of these general terms and conditions, i.e. from 1.10.2021 to 31.10.2021.
- 6.6 If the operation of the Tatralandia WP or the Bešeňová WP is limited as for the capacity due to regulations of public authorities in order to prevent spreading of a contagious disease (mainly but not necessarily only COVID-19) or due to other related restrictions ordered by public authorities, due to an epidemic, a pandemic, a state of emergency, a war or terrorism during the validity period of AQUA SEASON PASSES, the operator shall inform clients about the limitations as for the use of the services that their AQUA SEASON PASSES entitle them to as well as about other related facts without undue delay once the measures and/or restrictions are published and enter into force.
- 6.7 By buying an AQUA SEASON PASS and using services that the AQUA SEASON PASS 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 their AQUA SEASON PASS and while they use the services that their AQUA SEASON PASS entitles them to and that they undertake to respect them. By buying an AQUA SEASON PASS 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.

## **7 FINAL PROVISIONS**

- 7.1** These general terms and conditions become effective and enter into force on 1.10.2021.
- 7.2** All legal relations between the operator and individual clients related to purchasing and using of services based on AQUA SEASON PASSES as well as all other related legal relations shall be governed by the laws of the Slovak Republic. All legal relations that are not specified by these general terms and conditions including disputes regarding the interpretation of these general terms and conditions if the dispute between the parties of the respective legal relationship is not solved successfully shall be referred to Slovak courts.
- 7.3** Shall any provision of these general terms and conditions be or become invalid, ineffective or unenforceable, the validity of other provisions of these general terms and conditions shall not be affected thereby.
- 7.4** As for sections which are not explicitly specified by these general terms and conditions, terms and conditions of the Tatralandia WP rules and the Bešeňová WP rules and the general terms and conditions of the online shop of the GOPASS programme are applicable. If the provisions of these general terms and conditions differ from the Tatralandia WP rules and the Bešeňová WP rules or the general terms and conditions of the online shop of the GOPASS programme, the provisions of these general terms and conditions shall be decisive and given priority to the Tatralandia WP rules and the Bešeňová WP rules and the general terms and conditions of the online shop of the GOPASS programme in every item or term they are different.

### **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

