

# GENERAL TERMS AND CONDITIONS OF THE GOPASS PROGRAMME

## 1 PREAMBLE

- 1.1 The General Terms and Conditions of the Gopass programme are defined by the **Tatry mountain resorts, a. s.** company with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company reg. number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR, a. s.**”) in accordance with regulations and laws that are in force in the Slovak Republic.
- 1.2 The General Terms and Conditions of the Gopass programme (hereinafter referred to as “**GTC**”) specify mutual rights and obligations of clients and TMR, a. s. within the GOPASS programme related mainly to the terms of issuing Gopass cards, their usage, the terms of purchasing products and services in the Gopass internet shop, the system of receiving loyalty points and their subsequent usage in the form of various benefits that are available in the e-shop of the Gopass programme as well as in facilities and establishments operated by TMR, a. s. and/or business partners of TMR, a. s.
- 1.3 The General Terms and Conditions of the Gopass programme specify legal relations between the parties of distance contracts concluded via the [www.gopass.sk](http://www.gopass.sk) online shop – i.e. when purchasing products and services used in the Slovak Republic: between TMR, a. s. (seller) and programme members (buyers); via the [www.gopass.sk](http://www.gopass.sk) online shop – i.e. when purchasing products and services used in the Republic of Austria: between Mölltaler Gletscherbahnen Gesellschaft mbH (seller) and programme members (buyers); via the [www.gopass.cz](http://www.gopass.cz) online shop – i.e. when purchasing products and services used in the Czech Republic (except golf products and services and products and services of Hurricane Factory Praha) between MELIDA, a. s. with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company reg. number: 24166511, registered at the District court of Hradec Králové, file no.: B 3175 (seller) and programme members (buyers); via the [www.gopass.cz](http://www.gopass.cz) online shop – i.e. when purchasing golf products and services used in the Czech Republic and products and services of Hurricane Factory Praha used in the Czech Republic: between TMR CR, a. s. with the registered office at Pobřežní 18/16, Karlín, 186 00 Prague 8, Czech Republic, Company reg. number: 068 71 917, registered at the Town court of Prague, file no.: B 23258 (seller) and programme members (buyers); and via the [www.gopass.pl](http://www.gopass.pl) online shop – i.e. when purchasing products and services used in the Polish Republic: between SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A with the registered office at Narciarska 10, 43-370 Szczyrk, Poland, Company reg. number /Regon: 072818322, registered at Krajowy rejester sadowy, Sad Rejonowy Bielsku-Białej, KRS number: 0000140818 (seller) and programme members (buyers).
- 1.4 The main aim of the Gopass programme is to offer high standard benefits to loyal clients of facilities and establishments operated by TMR, a. s. These benefits can be used by the clients at their sole discretion in the e-shop of the Gopass programme, at facilities operated by TMR, a. s. and at facilities operated by business partners of TMR, a. s.
- 1.5 The Gopass programme is based on the principle of buying selected goods, products and services of TMR, a. s. and business partners of TMR, a. s. by Gopass programme members under favourable conditions, and collecting and using high-standard advantages.
- 1.6 Acceptance points where programme members can use discounts, benefits and services based on their Gopass programme membership, and collect loyalty points are marked with the Gopass symbol.

- 1.7** The updated list of discounts, benefits and services including the terms and conditions related to them is included in current price lists of products and services in marked facilities operated by TMR, a. s., in marked facilities operated by business partners of TMR, a. s., and published in the e-shop of the Gopass programme.
- 1.8** As far as these GTC are concerned, any legal entity or natural person that has entered a specific contractual relationship with TMR, a. s., which operates the Gopass programme, and is able to offer products, services and discounts to programme members in accordance with applicable legal regulations and laws is considered to be a business partner of TMR, a. s. (hereinafter referred to as “**Business partner of TMR, a. s.**”). The updated list of Business partners of TMR, a. s. is published on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl). Contracts concluded between TMR, a. s. and its Business partners are not available to other Gopass programme members and/or the public. All contract details are confidential.
- 1.9** All details of the General Terms and Conditions of the Gopass programme apply to all Business partners of TMR, a. s.

## **2 GOPASS PROGRAMME MEMBERSHIP AND GOPASS PROGRAMME MEMBERS**

- 2.1.** Only natural persons who meet the terms and conditions of the programme membership specified below may register as Gopass programme members. Gopass membership is not available to legal entities (e.g. trading companies) or entrepreneurs who perform their business activities based on Act No. 455/1991 Coll. on Trade Licencing (Trade Licencing Act) as subsequently amended, or based on another authorisation.
- 2.2** To apply for a **partial Gopass membership** and register in Slovakia, every applicant must:
- 2.2.1** fill in and sign a Gopass registration form:
- 2.2.1.1** in an accommodation establishment operated by TMR, a. s.;
- 2.2.1.2** in an accommodation establishment that has entered a contractual relationship with TMR, a. s. or at selected contractual partners that have entered a contractual relationship with TMR, a. s.;
- 2.2.2** register via automated sales points (Gopass Point/ Gopass Ticket) in individual resorts operated by TMR, a. s. and in the water park of Bešeňová;
- 2.2.3** send a registration text message (SMS) with the number of a non-registered Gopass card;
- 2.2.4** register on [www.gopass.sk](http://www.gopass.sk).
- 2.3** To apply for a **partial Gopass membership** and register in the Czech Republic, every applicant must:
- 2.3.1** fill in and sign a Gopass registration form:
- 2.3.1.1** in an accommodation establishment that has entered a contractual relationship with TMR, a. s., Business partners of TMR, a. s. or selected contractual travel agencies;
- 2.3.2** send a registration text message (SMS) with the number of a non-registered Gopass card;
- 2.3.3** register via automated sales points (Gopass Point/ Gopass Ticket) in individual resorts operated by MELIDA, a. s.;
- 2.3.4** register on [www.gopass.cz](http://www.gopass.cz).
- 2.4** To apply for a **partial Gopass membership** and register in Poland, every applicant must:
- 2.4.1** fill in and sign a Gopass registration form:
- 2.4.1.1** in an accommodation establishment that has entered a contractual relationship with TMR, a. s., Business partners of TMR, a. s. or selected contractual travel agencies;
- 2.4.2** send a registration text message (SMS) with the number of a non-registered Gopass card;

- 2.4.3** register via automated sales points (Gopass Point/ Gopass Ticket) in individual resorts operated by SON;
- 2.4.4** register on [www.gopass.pl](http://www.gopass.pl).
- 2.5** To apply for a **regular Gopass membership**, every applicant must register on: [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl), agree to the General Terms and Conditions and to the processing of their personal data entered in the registration form for the purpose of Gopass membership administration.
- 2.6** For the purpose of the Gopass programme, **Gopass programme members** are specified as follows:
- 2.6.1 Main user** – each natural person older than 15 years who is a regular/partial member of the Gopass programme and has a “main account” in the Gopass programme;
- 2.6.2 Subordinate user** – each natural person who is a regular/partial member of the Gopass programme, has registered for the Gopass programme personally or has been registered by a Main user and has a “subordinate account” in the Gopass programme.  
(The main user(s) and subordinate user(s) collectively hereinafter referred to as “**Gopass programme member(s)**”).

### **3 GOPASS CARD**

- 3.1** There are several types of Gopass cards as specified below:
- 3.1.1 Gopass card 021** is a card given to clients who register for a partial membership in Slovakia (does not apply to registrations pursuant to item 2.2.2 of these GTC) or for a regular membership on [www.gopass.sk](http://www.gopass.sk).
- 3.1.2 Gopass card 022** is a card given to clients who register for a partial membership in the Czech Republic or for a regular membership on [www.gopass.cz](http://www.gopass.cz).
- 3.1.3 Gopass card 023** is a card given to clients who register for a partial membership in Poland or for a regular membership on [www.gopass.pl](http://www.gopass.pl).
- 3.1.4 Gopass card 024** is a card given to clients who register for a partial membership in Slovakia – pursuant to item 2.2.2 of these GTC.
- 3.1.5 Gopass card 025** is a card given to clients who register for a partial membership in Slovakia and choose to pick it up in the Mölltaler Gletscher and Ankogel resort, and at a ticket office or a customer centre in the Mölltaler Gletscher and Ankogel resort if requested.
- 3.1.6 Temporary Gopass card** is a card given to clients who register for a regular membership on [www.gopass.sk/www.gopass.cz/](http://www.gopass.sk/www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl) and buy products/services in the e-shop of the Gopass programme for the first time. Every temporary Gopass card is sent to the email address that the respective Gopass programme member entered when registering in the form of a **receipt** with a unique bar code and can be used for collecting loyalty points and using them at facilities and establishments operated by TMR, a. s. and at facilities and establishments operated by Business partners of TMR, a. s. This does not apply to selected products.
- 3.1.7 Digital Gopass card** is a card given to clients who register for a partial membership in Slovakia, the Czech Republic and Poland and clients who register for a regular membership on [www.gopass.sk/www.gopass.cz/](http://www.gopass.sk/www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl). Every Gopass programme member can receive their Digital Gopass card in a way they select on [www.gopass.sk/www.gopass.cz/](http://www.gopass.sk/www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl) (e.g. by email, downloadable to appleWallet). Once a Gopass card is downloaded to a mobile phone, the Gopass programme member can start collecting loyalty points and using them at facilities and establishments operated by TMR, a. s. and at facilities and establishments operated by Business partners of TMR, a. s. This does not apply to selected products (travel tickets and ski passes).

(all cards hereinafter referred to as “**Gopass card(s)**”)

- 3.2** Every Gopass card costs EUR 2 including VAT when shopping on [www.gopass.sk](http://www.gopass.sk), CZK 50 including VAT when shopping on [www.gopass.cz](http://www.gopass.cz), PLN 10 including VAT when shopping on [www.gopass.pl](http://www.gopass.pl).
- 3.3** Every Gopass card (except Temporary cards and Digital cards) is issued as a contactless chip card. It contains a bar code and the identification number of the respective Gopass programme member. The card serves for authorisation of Gopass programme members. Gopass cards can be purchased by Gopass programme members online on [www.gopass.sk/www.gopass.cz/](http://www.gopass.sk/www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl) or in customer centres of individual resorts. Gopass cards can be collected in customer centres of individual resorts only.
- 3.4** Gopass chip cards (except Temporary cards and Digital cards) can be topped up with travel tickets/ski passes that are valid in all ski resorts operated by TMR, a. s. and its Business partners.
- 3.5** Every Gopass programme member who paid a EUR 2 deposit for their Gopass chip card before 30/11/2017 pursuant to item 3.1.1 of these GTC can ask TMR, a. s. to have it returned by filling an official request for deposit refund and returning their Gopass chip card to information centres of ski resorts operated by TMR, a. s. or sending their Gopass chip card to the official address of TMR, a. s.: Demänovská Dolina 72, 031 01 Liptovský Mikuláš. In such case, the EUR 2 deposit shall be paid back to the respective programme member. Once the deposit is returned pursuant to this GTC item, all loyalty points collected in the Main account of the respective user before the Gopass card return shall be cancelled.
- 3.6** Every Gopass programme member who paid a CZK 50 deposit for their Gopass chip card before 18/11/2018 pursuant to item 3.1.2 of these GTC can ask the Business partner – MELIDA, a. s. to have it paid back by filling an official request for deposit refund and returning their Gopass chip card in information centres of ski resorts operated by the Business partner – MELIDA, a.s. or sending their Gopass chip card to the official address of the Business partner – MELIDA, a. s.: Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic. In such case, the CZK 50 deposit shall be paid back to the respective programme member. Once the deposit is returned pursuant to this GTC item, all loyalty points collected in the Main account of the respective user before the Gopass card return shall be cancelled.
- 3.7** Every Gopass programme member who paid a PLN 10 deposit for their Gopass chip card before 30/11/2019 pursuant to item 3.1.3 of these GTC can ask the Business partner – SON to have it paid back by filling an official request for deposit refund and returning their Gopass chip card in information centres of ski resorts operated by the Business partner – SON or sending their Gopass chip card to the official address of the Business partner – SON: Šp Narciarska 10, 43-370 Szczyrk, Poland. In such case, the PLN 10 shall be paid back to the respective programme member. Once the deposit is returned pursuant to this GTC item, all loyalty points collected in the Main account of the respective user before the Gopass card return shall be cancelled.
- 3.8** Every Gopass programme member is obliged to use their Gopass card pursuant to these GTC.
- 3.9** The validity of every Gopass card expires on the day the respective membership of the Gopass programme expires. Once the membership of a Gopass programme expires, the respective member who paid a EUR 2 deposit for their chip card pursuant to item 3.1.1 of these GTC before 30/11/2017 shall have the deposit paid back if they return their card in any information centre in ski resorts operated by TMR, a. s. Once the membership of a Gopass programme expires, the respective member

who paid a CZK 50 fee for their chip card pursuant to item 3.1.2 of these GTC before 18/11/2018 shall have the fee paid back if they return their card in any information centre in the Špindlerův Mlýn ski resort, in the Czech Republic. Once the membership of a Gopass programme expires, the respective member who paid a PLN 10 fee for their chip card pursuant to item 3.1.3 of these GTC before 30/11/2019 shall have the fee paid back if they return their card in any information centre in the SZCZYRKOWSKI OŚRODEK NARCIARSKI ski resort, in Poland.

- 3.10** Once any membership of the Gopass programme expires, the respective member of the Gopass programme is responsible for any damage caused by unauthorised use of their Gopass card and undertakes to pay for it to TMR, a. s. in its entirety.
- 3.11** Every Gopass card is non-transferable and valid only if used along with a valid ID of the respective holder. Every Gopass card can be used only by the programme member whose name is written on it. Each programme member undertakes to cooperate with TMR, a. s. and/or Business partners of TMR, a. s. in case of any control or inspection and to show their identification document (ID, passport) to the TMR, a. s. staff or an employee of the Business partner of TMR, a. s. to have their identity verified. Children up to 15 years can prove their identity with health insurance cards or other relevant documents.
- 3.12** Valid Gopass cards are accepted at selected Gopass cards acceptance points if shown to the facility staff.
- 3.13** Gopass programme members who do not have their valid Gopass cards with them cannot use discounts, benefits, services and/or collect loyalty points.
- 3.14** Authorised members of TMR, a. s. staff and/or authorised employees of Business partners of TMR, a. s. are entitled to revoke any Gopass card that is not used by its authorised holder, i.e. the member of the Gopass programme that the card has been issued for. TMR, a. s. reserves the right to decide on further steps to be taken in such case.

#### **4 GOPASS ACCOUNT**

- 4.1.** Every individually registered member of the Gopass programme – Main user pursuant to item 2.6.1 of these GTC has a personal Gopass account created in the Gopass programme (hereinafter referred to as **“Main Gopass account”**).
- 4.2.** Every Gopass programme member who has been registered by a Main user or has registered individually, i.e. every Subordinate user in accordance with item 2.6.2 of these GTC has a personal Gopass account created in the Gopass programme and subordinated to the Main account of the Main user (hereinafter referred to as **“Subordinate Gopass account”**).
- 4.3.** Every Main user is entitled to add a maximum of 10 (ten) subordinate Gopass accounts to their Main account.
- 4.4.** Every Main user is entitled to decide about removing any Subordinate user from their Main account at their own discretion, i.e. by separating the Subordinate account and entering the email address of the Subordinate user. If the respective Subordinate user completes their registration for the Gopass programme, their Subordinate account under the Main user is cancelled. All products that the

Subordinate user has purchased to their Subordinate account remain in the account but the collected loyalty points remain in the Main account of the Main user. If the respective Subordinate user does not complete their registration for the Gopass programme based on the account separation, the Subordinate account under the Main user remains active.

- 4.5. Any Subordinate user can ask TMR, a. s. to have their Subordinate account removed from the Main account by writing an official request and sending it via email to: [info@gopass.sk](mailto:info@gopass.sk)/[info@gopass.at](mailto:info@gopass.at) ([registration on www.gopass.sk](http://www.gopass.sk)), [info@gopass.cz](mailto:info@gopass.cz) ([registration on www.gopass.cz](http://www.gopass.cz)) , [info@gopass.pl](mailto:info@gopass.pl) ([registration on www.gopass.pl](http://www.gopass.pl)). All products purchased by such Subordinate user in their Subordinate account will remain in their account but collected loyalty points will remain in the Main account of the Main user.
- 4.6. Every Gopass programme member – Main user has access to their Main account through websites: [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl) once they enter their login email address and password.
- 4.7. Every login email address and password can be chosen by the respective Main user and is valid during their Gopass membership period.
- 4.8. Every Main user is entitled to change the password of their Main account by themselves. The login email address of their Main account, the phone number and the address of the Main user or any other piece of data, as well as the phone number and the address of any Subordinate user which have been entered when registering for the Gopass programme can be changed only if the respective Main user sends an official request via email to: [info@gopass.sk](mailto:info@gopass.sk)/[info@gopass.at](mailto:info@gopass.at) ([registration on www.gopass.sk](http://www.gopass.sk)), [info@gopass.cz](mailto:info@gopass.cz) ([registration on www.gopass.cz](http://www.gopass.cz)) , [info@gopass.pl](mailto:info@gopass.pl) ([registration on www.gopass.pl](http://www.gopass.pl)). The request must contain the original login email address and/or the Gopass card number.
- 4.9. Every Main user can manage their Gopass points, collected Gopass vouchers and cards purchased for their account in the Gopass programme in their Main Gopass account.
- 4.10. All point transactions for products/services purchased in facilities operated by TMR, a. s. and the Business partners of TMR, a. s. that have been made by the respective Gopass programme member (Main user, Subordinate user) based on their Gopass card are recorded and points can be collected/redeemed automatically only to/from the Main account of the Main user.
- 4.11. TMR, a. s. is not responsible and liable for any damage that might result from accessing any Main account via the website: [www.gopass.sk/www.gopass.cz/www.gopass.cz](http://www.gopass.sk/www.gopass.cz/www.gopass.cz). Every Main user is obliged to keep their Main account login data secret and to protect it from any misuse. TMR, a. s. is not responsible and liable for any damage that might result from falsifying login data or incorrectly entered data when creating, changing or cancelling a Gopass programme membership.

## 5 LOYALTY POINTS IN THE GOPASS PROGRAMME

- 5.1. Every Gopass programme member (Main user/Subordinate user) is entitled to collect Gopass loyalty points to their Main account for purchasing products and/or services at Gopass acceptance points and to redeem the points in the Main account for discounts and benefits when purchasing products/services.

- 5.2. Every Subordinate member can collect/use only Gopass loyalty points from the Main account of the respective Main user and redeem them for discounts and benefits when purchasing products and/or services at Gopass acceptance points.
- 5.3. Every Main user is entitled to collect loyalty points for purchasing products and/or services in the e-shop of the Gopass programme and redeem them for discounts and benefits when purchasing products and/or services in the e-shop of the Gopass programme. Subordinate users are not entitled to buy products/services in the e-shop of the Gopass programme.
- 5.4. TMR, a. s. reserves the right **not to add** loyalty points to members of the Gopass programme (Main users/Subordinate users) for purchasing accommodation services at accommodation establishments operated by TMR, a. s. and/or the Business partners of TMR, a. s. arranged via third parties (e.g. Booking.com, Expedia.com, etc.). This means that Gopass programme members can earn loyalty points for purchasing accommodation services only if these are arranged via the reservation department of TMR Hotels (phone, email) and/or if booking online via TMR Hotels (<https://booking.tmrhotels.com>) and/or via the receptions of individual accommodation establishments operated by TMR, a. s. or the Business partners of TMR, a. s.
- 5.5. Every Gopass programme member collects loyalty points for buying products/services at Gopass acceptance points automatically if they show their Gopass card, except cases specified in item 5.4 of these GTC. If products/services are purchased in the e-shop of the Gopass programme, loyalty points are added to the Main account of the respective Main user within a maximum of 24 hours after the purchase is completed. If any Gopass programme member buys products/services at a Gopass acceptance point, they are entitled to ask the staff to have Gopass loyalty points collected for the purchased product/service. However, they must do so before paying for the product/service and they are obliged to show their valid Gopass card. Loyalty points are added to Main accounts of Gopass programme members – Main users automatically within a maximum of 24 hours.
- 5.6. Every Gopass programme member can collect one (1) loyalty point for each (1) EURO of the price paid for products/services at Gopass acceptance points in the Slovak Republic and in Austria if they show their valid Gopass card and for products/services purchased by the Main user in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk). Every Gopass programme member can collect one (1) loyalty point for each 25 CZK of the price paid for products/services at Gopass acceptance points in the Czech Republic if they show their valid Gopass card and for products/services purchased by the Main user in the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz). Every Gopass programme member can collect one (1) loyalty point for each 4 PLN of the price paid for products/services at Gopass acceptance points in the Polish Republic if they show their valid Gopass card and for products/services purchased by the Main user in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl).
- 5.7. TMR, a. s. reserves the right to change the value of Gopass loyalty points. In such case, TMR, a. s. is obliged to inform all programme members about the changed value via the respective websites: [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl). The new value becomes effective once published on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl).
- 5.8. Every **Main user** can check their latest loyalty point number in their Main account on the website where they have registered: [www.gopass.sk/www.gopass.cz/](http://www.gopass.sk/www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl). To do so, they must log in by using their email address and password.
- 5.9. When shopping at a Gopass acceptance point and showing a valid Gopass card, every Gopass programme member is entitled to get a receipt from the respective staff member to check the number

of their Gopass loyalty points collected. If the number of points collected does not correspond to the value of the purchased products/services or no points have been added to the Main account of the Main user, the Gopass programme member has the right to have the correct number of their Gopass loyalty points collected no later than within 10 days after the purchase has been completed. In such case, the Gopass programme member has to send a scanned copy of the respective receipt to: [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) (if shopping in Slovakia as far as products/services used in Slovakia are concerned) / [info@gopass.at](mailto:info@gopass.at) (if shopping in Slovakia as far as products/services used in Austria are concerned) / [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl) (if shopping in Poland) / [reklamace@gopass.cz](mailto:reklamace@gopass.cz) (if shopping in the Czech Republic).

**5.10.** When shopping in the Gopass internet shop on: [www.gopass.sk](http://www.gopass.sk), [www.gopass.cz](http://www.gopass.cz) and [www.gopass.pl](http://www.gopass.pl), each Main user receives a tax document sent to their email address, specifying the number of points that were collected. If the number of points collected does not correspond to the value of the purchased products/services or no points were collected in the Main account of the Main user, the respective Main user has the right to have the correct number of their Gopass loyalty points collected no later than within 10 days after the purchase has been completed. In such case, the Gopass programme member has to send the tax document to: [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) (if shopping in Slovakia as far as products/services used in Slovakia are concerned) / [info@gopass.at](mailto:info@gopass.at) (if shopping in Slovakia as far as products/services used in Austria are concerned) / [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl) (if shopping in Poland) / [reklamace@gopass.cz](mailto:reklamace@gopass.cz) (if shopping in the Czech Republic).

**5.11.** TMR, a. s. reserves the right to consider or refuse adding points to a Main user's account if these are not claimed in accordance with item 5 of these GTC. If TMR, a. s. discovers that any Gopass programme member had Gopass loyalty points collected contrary to these GTC, TMR, a. s. is entitled to cancel such loyalty points from the respective Main account of the Main user, which the user shall be informed about by TMR, a. s.

**5.12.** The validity of Gopass loyalty points is limited as follows:

**5.12.1** Gopass loyalty points expire on 30/04 (12:00 midnight) every calendar year if the respective Gopass programme member does not redeem their Gopass loyalty points for discounts or benefits when buying products and services, and/or does not earn any Gopass loyalty points for purchasing products or services at acceptance points or in the Gopass internet shop for the period of 2 (two) years as of the day of expiration, including the day of expiration, in the respective calendar year (hereinafter referred to as "**Period under review I**"). In such case, the Gopass loyalty points collected before the first day of the Period under review I become invalid without any compensation.

**5.12.2** Gopass loyalty points expire on 31/10 (12:00 midnight) every calendar year if the respective Gopass programme member does not redeem their Gopass loyalty points for discounts or benefits when buying products and services, and/or does not earn any Gopass loyalty points for purchasing products or services at acceptance facilities or in the Gopass internet shop for the period of 2 (two) years as of the day of expiration, including the day of expiration, in the respective calendar year (hereinafter referred to as "**Period under review II**"). In such case, the Gopass loyalty points collected before the first day of the Period under review II become invalid without any compensation.

*Example:*

*If any Gopass programme member who has not redeemed their loyalty points for discounts or benefits when buying products and services, and/or has not collected any Gopass loyalty points for purchasing products or services at acceptance points or in the Gopass internet shop between 31/10/2014 and 31/10/2016 (including),*

*the validity period of their Gopass loyalty points collected until 31/10/2014 (including) expires on 31/10/2016 (12:00 midnight) without any compensation.*

## **6 REDUCED RATES AND BENEFITS OFFERED TO GOPASS PROGRAMME MEMBERS**

- 6.1** Members of the Gopass programme (Main users/Subordinate users) can buy products/services at lower prices only if they show their valid Gopass cards at Gopass acceptance points, at automated ticket machines (Gopass Points) and/or when shopping in the e-shop of the Gopass programme on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl) (the latter applies to Main users only). The prices are determined by TMR, a. s. or the Business partners of TMR, a. s. and apply if they are valid at the time of the purchase – in EUR when shopping on [www.gopass.sk](http://www.gopass.sk), in CZK when shopping on [www.gopass.cz](http://www.gopass.cz) or in PLN when shopping on [www.gopass.pl](http://www.gopass.pl).
- 6.2** The latest list of discounts and benefits which are offered to Gopass programme members is always available in individual facilities and establishments, as well as published on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl).
- 6.3** When making any Gopass card transactions, ISIC, ITIC, EURO26, GO26 card holders must begin with entering their card number to their accounts on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl) (before entering the number of regional or other discount codes) because ISIC, ITIC, EURO26, GO26 cards do not provide one-off discounts. ISIC, ITIC, EURO26, GO26 cards change the status of their holders to students although they are already adult. The numbers of ISIC, ITIC, EURO26, GO26 cards cannot be entered in the system later (after paying) and their holders are then not entitled to use discounts/benefits related to the already purchased service(s). If any products/services are purchased on behalf of ISIC, ITIC, EURO26, GO26 card holders by accommodation provides in the e-shop on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl), benefits related to ISIC, ITIC, EURO26, GO26 cards cannot be used.
- 6.4** Disabled Gopass programme members with official disability cards (with or without companions) can ask for discounts on products/services based on the respective price list of the Gopass e-shop on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl) (as for shopping on [www.gopass.pl](http://www.gopass.pl), the offer applies only to selected services and products in the Legendia amusement park, Chorzow) only if they send a scanned copy of their disability cards to the email address: [info@gopass.sk](mailto:info@gopass.sk) /[info@gopass.cz](mailto:info@gopass.cz) /[info@gopass.pl](mailto:info@gopass.pl) before buying the respective product/service. The discount does not apply to companions of the disabled Gopass programme members. Once they send their cards, every Gopass programme member will receive a confirmation or denial email that confirms or denies their discount claim related to their disability. The email shall be sent to the email address that the scanned disability card copy has been sent from. Once the respective Gopass programme member receives a confirmation email, they can buy products/services in the Gopass e-shop that are offered with discounts meant for disabled programme members. If any products/services are purchased on behalf of disability card holders by accommodation provides in the e-shop on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl), benefits related to disability cards cannot be used.

## **7 GOPASS PROGRAMME INTERNET SHOP, CREDIT**

- 7.1** Ordering products/services: Services/products offered in the e-shop of the Gopass programme must be paid once they are ordered. Any order is considered final and binding once confirmed by TMR, a. s. (products and services used in Slovakia and by Mölltaler Gletscherbahnen Gesellschaft mbH – in the case of products and services used in Austria) (shopping on [www.gopass.sk](http://www.gopass.sk)) / by MELIDA, a. s. (products

and services used in the Czech Republic except golf products and services, shopping on [www.gopass.cz/](http://www.gopass.cz/) by TMR CR, a. s. (golf products and services used in the Czech Republic, shopping on [www.gopass.cz/](http://www.gopass.cz/)) and by SON (products and services used in Poland, shopping on [www.gopass.pl](http://www.gopass.pl)) in the form of an order confirmation sent to the Gopass member's email address that is entered in their registration form.

**7.2** Main users can pay for ordered services on [www.gopass.sk](http://www.gopass.sk):

- 7.2.1** via the Pay U services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited to the bank account of TMR, a. s. if purchased products/services are used in Slovakia; or to the bank account of Mölltaler Gletscherbahnen Gesellschaft mbH if purchased products/services are used in Austria;
- 7.2.2** by using purchased Credit and clicking on "PAY WITH CREDIT". Any Main user can choose to pay the whole purchase price or only its part by using their Credit. The chosen amount will be subtracted from the Credit. Main users can use this type of payment anytime, however, they are limited by the current balance of their Credit;
- 7.2.3** by using Gopass loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected products/services only). The loyalty points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.2.4** by combining regular payment with Gopass points (applies to selected products/services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.2.5** by using MAGNUS programme loyalty points (applies to selected services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed.

**7.3** Main users can pay for ordered services on [www.gopass.cz](http://www.gopass.cz) :

- 7.3.1** via the Pay U service, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited to the bank account of the Business partner of TMR, a. s., i.e. MELIDA, a. s., Špindlerův Mlýn, 281, postcode: 543 51, Company reg. number: 241 66 511 or Tatry mountain resorts CR, a. s., Pobřežní 18/16, Karlín, 186 00 Prague 8, Czech Republic, Company reg. number: 068 71 917 depending on the kind of the purchased product/service;
- 7.3.2** via the U-Twisto service, by clicking on "PAY THROUGH TWISTO". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited to the bank account of the Business partner of TMR, a. s., i.e. MELIDA, a. s., Špindlerův Mlýn, 281, postcode: 543 51, Company reg. number: 241 66 511 or Tatry mountain resorts CR, a. s., Pobřežní 18/16, Karlín, 186 00 Prague 8, Czech Republic, Company reg. number: 068 71 917 depending on the kind of the purchased product/service by the Twisto payments a. s. company, Company reg. number: 016 15 165, with the registered office at Újezd 450/40, Malá Strana, 118 00 Prague 1, registered in the Commercial Register of City Court Prague, file no.: B 19085;

- 7.3.3** by using Gopass loyalty points and clicking on "ACTIVATE PAYMENT WITH POINTS" (applies to selected products/services only). The loyalty points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.3.4** by combining regular payment with Gopass points (applies to selected products/services only) and clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid for), or "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and points of the respective Main user are deducted from their Main account once the payment is completed;
- 7.3.5** by using MAGNUS programme loyalty points (applies to selected services only) and clicking on "PAY WITH MAGNUS POINTS". MAGNUS programme points are deducted from the respective account once the payment is completed.
- 7.4** Main users can pay for ordered services on [www.gopass.pl](http://www.gopass.pl):
- 7.4.1** via the Pay U services, by clicking on "PAY VIA INTERNET BANKING" (applies only to services that are used later than 48 hours after the service is paid), or by clicking on "PAY BY CARD". The payment is deducted from the bank account of the respective bank card holder (in accordance with terms and conditions of individual banks related to inter-bank or intra-bank transfers) and credited to the bank account of the Business partner of TMR, a. s., i.e. SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A, with the registered office at: Narciarska 10, 43-370 SZCZYRK, Poland.
- 7.5** TMR, a. s. reserves the right to add new or limit the existing terms of individual payment methods in connection with services offered in the e-shop of the Gopass programme.
- 7.6** After having used any type of payment specified above in items 7.2 to 7.4 of these GTC, every Main user will receive an order and payment confirmation email with the following details included: the type of the product/service, the date of delivery/provision of the service, duration of the contract and a receipt/tax document. The email will be sent to the email address that the client has entered in the registration form.
- 7.7** Only Main users are entitled to buy services on [www.gopass.sk](http://www.gopass.sk)/ [www.gopass.cz](http://www.gopass.cz)/ [www.gopass.pl](http://www.gopass.pl) via their Main accounts. Main users can buy services for Subordinate users who use the service(s).
- 7.8 CREDIT**
- 7.8.1** Every Main user can buy "Credit" with a certain financial value (hereinafter referred to as "Credit") in EUR on [www.gopass.sk](http://www.gopass.sk), in PLN on [www.gopass.pl](http://www.gopass.pl) and in CZK on [www.gopass.cz](http://www.gopass.cz). The Credit can be used to pay for products and services in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk) (payment in EUR), on [www.gopass.pl](http://www.gopass.pl) (payment in PLN) and on [www.gopass.cz](http://www.gopass.cz) (payment in CZK).
- 7.8.2** The amount of the Credit is not limited, however, the value must be always in the form of a positive number. Every Main user is entitled to increase their Credit value anytime.
- 7.8.3** Every Main user can use their Credit to purchase products and services during the whole period of their Gopass programme membership. If their Gopass programme membership expires due to any reason, the Credit amount as of the day of the membership expiration shall be returned to the respective Main user within 30 days after the respective Credit refund request is delivered.
- 7.8.4** Credit can be purchased in accordance with item 7.2.1 of these GTC on [www.gopass.sk](http://www.gopass.sk), in accordance with item 7.3.1 of these GTC on [www.gopass.cz](http://www.gopass.cz) and in accordance with item 7.4.1 of these GTC on [www.gopass.pl](http://www.gopass.pl).

**7.8.5** Every programme member can buy Credit also in the form of a gift voucher for any Main user.

**7.9 DELIVERY OF SERVICES/PRODUCTS PURCHASED ON [WWW.GOPASS.SK](http://WWW.GOPASS.SK):**

**7.9.1** All services offered in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk) are displayed along with their current prices which are valid at the moment the respective order is sent by the Main user. All purchase prices include VAT. Selected services are offered at prices which are time-limited (for the duration of individual offers). Discounts offered to Gopass programme members cannot be combined. As for products/services used in Slovakia and purchased on [www.gopass.sk](http://www.gopass.sk), the Tatry mountain resorts, a. s. company, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion no. 62/L, VATIN SK2020428036 is the seller. As for products/services used in Austria and purchased on [www.gopass.sk](http://www.gopass.sk), Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, Innerfragrant 46, A-9831 Flattach Austria/Österreich, FN : 19797p is the seller.

**7.9.2** Agreement termination related to services purchased on [www.gopass.sk](http://www.gopass.sk):

**7.9.2.1 Water park tickets:**

**7.9.2.1.1** If any clients purchase any of the offered tickets to the water park of Tatralandia, Liptovský Mikuláš and/or the water park of Bešeňová via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk), § 7 of Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance contract or an agreement concluded outside of office hours of the seller, and on changes to other acts related to contract termination as subsequently amended does not apply.

**7.9.2.1.2** Every Main user who purchases tickets other than season passes is entitled to terminate their purchase contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a EUR one (1) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective water park ticket purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.9.2.1.3** Every Main user who purchases tickets other than season passes is entitled to terminate their purchase contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to the moment the purchased services are supposed to be used or to 12:00 noon on the day the purchased services are supposed to be used (depending on which happens first) only if their credit has at least a EUR five (5) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective water park ticket purchase price paid by the Main user, however, deducted by EUR 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.9.2.1.4** If any Gopass programme member fails to use their purchased ticket to the water park of Bešeňová and/or the water park of Tatralandia due to their own reasons, TMR, a. s. does not offer any financial or other compensation.

**7.9.2.1.5** The complaints policy related to water park tickets is included in the terms and conditions of individual tickets and defined by TMR, a. s. and the Business partners of TMR, a. s.

#### **7.9.2.2 Cableway tickets / ski passes:**

**7.9.2.2.1** If clients purchase any of the offered ski passes/cableway tickets to any of the offered resorts via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk), Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office hours of the seller, and on changes to other acts related to contract termination as subsequently amended **does not apply** and the agreement cannot be withdrawn from.

**7.9.2.2.2** Every Main user who purchases tickets other than season ski passes/cableway passes or the FRESH TRACK product is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a EUR one (1) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective ticket purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.9.2.2.3** Every Main user who purchases tickets other than season ski passes/cableway passes or the FRESH TRACK product or Mt Lomnický štít tickets is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to the moment the purchased services are supposed to be used or to 12:00 noon on the day the purchased services are supposed to be used (depending on which happens first) only if their credit has at least a EUR five (5) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective ski pass/cableway ticket purchase price paid by the Main user, however, deducted by EUR 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.9.2.2.4** If any Gopass programme member fails to use their purchased ski pass/cableway ticket due to their own reasons, TMR, a. s. does not offer any financial or other compensation.

**7.9.2.2.5** The complaints policy related to purchased ski passes/ cableway tickets is included in the terms and conditions of individual tickets/ski passes and is defined by TMR, a. s. and the Business partners of TMR, a. s.

#### **7.9.2.3 Events / adventures:**

**7.9.2.3.1** If clients purchase any of the offered event/adventure tickets via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk), § 7 of Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement

concluded outside the office hours of the seller, and on changes to other acts related to contract termination as subsequently amended does not apply.

**7.9.2.3.2** If any Gopass programme member fails to use their purchased event/adventure ticket due to their own reasons, TMR, a. s. does not offer any financial or other compensation. If any event gets cancelled, members of the Gopass programme shall be notified via [www.gopass.sk](http://www.gopass.sk) and informed how to get the ticket price paid back.

**7.9.2.3.3** The complaints policy related to purchased tickets is included in the terms and conditions of individual tickets and defined by TMR, a. s. and the Business partners of TMR, a. s.

#### **7.9.2.4 Golf – Green fees /Hurricane Factory Tatralandia:**

**7.9.2.4.1 Members of the Gopass programme** who purchase any of the offered Green fees for Royal Valley Golf Club, Malý Slavkov and/or Grafobal Group Golf Resort Skalica and/or any of the offered products of Hurricane Factory Tatralandia via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk) **are entitled to withdraw from their service contracts** in accordance with § 7 Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office hours of the seller, and on changes to other acts related to contract termination as subsequently amended **within fourteen (14) days** from the day they conclude the service contract. For the purpose of contract withdrawal based on this GTC item, the moment when the respective Gopass programme member pays the selected Green fee that entitles them to play at the given golf course and/or pays for the selected product of Hurricane Factory Tatralandia is considered to be the moment when the product is accepted.

**7.9.2.4.2** In order to execute the right to withdraw from the contract based on item 7.9.2.4.1 of the GTC, every Gopass programme member /user/ shall notify TMR, a. s. about their decision by sending a clear and unequivocal notice to the following address: TMR, a. s., Bernoláková 14, Liptovský Mikuláš 03105 or [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk). Clients can also use a contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, TMR a. s. shall accept it and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to TMR, a. s. no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

**7.9.2.4.3** Every contract withdrawn from based on item 7.9.2.4.1 of these GTC is considered cancelled in its entirety. TMR, a. s. shall return all payments that have been accepted from the respective Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Green fee(s) by the client.

**7.9.2.4.4** If any Gopass programme member withdraws from their service contract and TMR, a.s. has already begun to offer the services based on the request of the Gopass programme member before the contract withdrawal period expires, the Gopass programme member shall pay the agreed aliquot part of the service price to TMR, a.s. based on the amount of services that have already been offered.

#### **7.9.2.5 Ski schools / Ski rentals:**

**7.9.2.4.1** If any clients purchase any of the offered ski school / ski rental products via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk), § 7 of Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance contract or an

agreement concluded outside of office hours of the seller, and on changes to other acts related to contract termination as subsequently amended does not apply.

**7.9.2.4.2** Every Main user is entitled to terminate their purchase contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a EUR one (1) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT" If any Main user terminates their contract based on this GTC item, the respective product/service purchase price paid by the Main user, however, deducted by EUR 1 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.9.2.4.3** If any Gopass programme member fails to use their purchased ski school/ski rental product/service due to their own reasons, TMR, a. s. does not offer any financial or other compensation.

**7.9.2.4.4** The complaints policy related to ski school/ski rental products/services is included in the terms and conditions of individual products/services and defined by TMR, a. s. and the Business partners of TMR, a. s.

#### **7.9.2.6 Accommodation:**

**7.9.2.6.1** Main users who purchase accommodation services at offered hotels via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk) **are not entitled to terminate their service contracts** in accordance with § 7 Sec. 6 item k) Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance agreement or an agreement concluded outside the office hours of the seller, and on changes to other acts related to contract termination as subsequently amended.

**7.9.2.6.2** If any Gopass programme member fails to use purchased accommodation services due to their own reasons, TMR, a. s. does not offer any financial or other compensation.

**7.9.2.6.3** If any Gopass programme member terminates their contract or cancels their confirmed reservation of accommodation services, or partially terminates their contract or partially cancels their confirmed reservation of accommodation services, they are obliged to pay a cancellation fee based on the cancellation policy included in the general terms and conditions related to "Booking of accommodation and other related services" which are published on the websites of individual accommodation establishments, i.e.: [www.ghpraha.sk](http://www.ghpraha.sk), [www.grandhotel.sk](http://www.grandhotel.sk), [www.hotelfis.sk](http://www.hotelfis.sk), [www.tatralandiavillage.sk](http://www.tatralandiavillage.sk), [www.galeriathermal.sk](http://www.galeriathermal.sk), [www.hotelbesenova.sk](http://www.hotelbesenova.sk), [www.chaletsjasna.sk](http://www.chaletsjasna.sk), [www.grandjasna.sk](http://www.grandjasna.sk), [www.hotelsrdiecko.sk](http://www.hotelsrdiecko.sk), [www.tristudnický.sk](http://www.tristudnický.sk), [www.hotelrotunda.sk](http://www.hotelrotunda.sk), [www.hotelposta.sk](http://www.hotelposta.sk).

**7.9.2.6.4** The complaints policy related to purchased accommodation services is included in the terms and conditions of individual accommodation services and defined by TMR, a. s. and the Business partners of TMR, a. s.

#### **7.9.2.5 Gopass card:**

**7.9.2.7.1** **Members of the Gopass programme** who purchase Gopass cards (does not apply to the Gopass Card 025) via the e-shop of the Gopass programme on [www.gopass.sk](http://www.gopass.sk) **are entitled to withdraw from their service contracts** in accordance with § 7 Act No. 102/2014 Coll. on Protection of Consumers related to selling goods or providing services based on a distance

agreement or an agreement concluded outside the office hours of the seller, and on changes to other acts related to contract termination as subsequently amended **within fourteen (14) days** from the day they collect their Gopass cards. Every Gopass programme member can withdraw from their contract regarding a Gopass card delivery also before the withdrawal period begins.

- 7.9.2.7.2** When executing the right to withdraw from the contract based on item 7.9.2.7.1 GTC, every Gopass programme member /user/ shall notify TMR, a. s. about their decision by sending a clear and unequivocal notice to the following address: TMR, a. s., Bernoláková 14, Liptovský Mikuláš 03105 or [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk). Clients can also use a contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, TMR a. s. shall accept it and respond by using a permanent medium (email) without undue delay. The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to TMR, a. s. no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.
- 7.9.2.7.3** Every contract withdrawn from based on item 7.9.2.7.1 of these GTC is considered cancelled in its entirety. TMR, a. s. shall return all payments that have been accepted from the respective Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used by the client. The seller is not obliged to reimburse extra costs of the Gopass programme member if the Gopass programme member has chosen another form of delivery than the cheapest regular method offered by the seller. Extra costs are defined as the difference between the costs of the delivery chosen by the consumer and the costs of the cheapest delivery form offered by the seller.
- 7.9.2.7.4** Every Gopass programme member who withdraws from their contract is obliged to send their Gopass card(s) back or return them to TMR, a. s. or a person authorised by TMR, a. s. to accept products no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the Gopass card is handed over to a transport company no later than on the last day of the period.
- 7.9.2.7.5** When withdrawing from a contract, every Gopass programme member shall bear only costs related to returning their Gopass card to TMR, a. s. or a person authorised by TMR, a. s. to accept products.

## **7.10 DELIVERY OF SERVICES/PRODUCTS PURCHASED ON [WWW.GOPASS.CZ](http://WWW.GOPASS.CZ):**

- 7.10.1** All services offered in the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz) are displayed along with their current prices which are valid at the moment the respective order is sent by the Main user. All purchase prices include VAT. Selected services are offered at prices which are time-limited (for the duration of individual offers). Discounts offered to Gopass programme members cannot be combined. As for products/services used in the Czech Republic (except golf products and services on [www.gopass.cz](http://www.gopass.cz)), MELIDA, a. s., with the registered office at Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company reg. number: 24166511, registered at the District court of Hradec Králové, file no.: B 3175, VATIN: CZ 24166511 is the seller. As for golf products and services on [www.gopass.cz](http://www.gopass.cz) used in the Czech Republic, Tatry mountain resorts CR, a.s., with the registered office at Pobřežní 18/16, Karlín, 186 00 Prague 8, Czech Republic, Company reg. number: 068 71 917, registered at the Town Court of Prague, file no. : B 23258 is the seller.

- 7.10.2** Agreement termination related to services purchased on [www.gopass.cz](http://www.gopass.cz):

### **7.10.2.1 Cableway tickets / ski passes and Activities**

**7.10.2.1.1** If clients purchase any of the offered ski passes/cableway tickets including Activities to any of the offered resorts via the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz), § 1820 to § 1839 of Act No. 89/2012 Coll. Civil Code as subsequently amended **shall not apply** to any agreement concluded in accordance with § 1840 item h) of Act No. 89/2012 Coll. Civil Code as subsequently amended and such agreement cannot be withdrawn from.

**7.10.2.1.2** Every Main user who purchases tickets other than season ski passes/cableway passes or the FRESH TRACK, BIKE PASS 3 and 6 products, and Activities is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a CZK thirty (30) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective ski pass/cableway ticket purchase price paid by the Main user, however, deducted by CZK 30 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.10.2.1.3** Every Main user who purchases tickets other than season ski passes/cableway passes or the FRESH TRACK, BIKE PASS 3 and 6 products, and Activities is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to the moment the purchased services are supposed to be used or to 12:00 noon on the day the purchased services are supposed to be used (depending on which happens first) only if their credit has at least a CZK one hundred fifty (150) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective ski pass/cableway ticket purchase price paid by the Main user, however, deducted by CZK 150 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.10.2.1.4** If any Gopass programme member fails to use their purchased ski pass/cableway ticket/Activity, BIKE PASS 3 and 6 due to their own reasons, MELIDA, a. s. does not offer any financial or other compensation.

**7.10.2.1.5** The complaints policy related to purchased ski passes/travel tickets/Activities and BIKE PASS 3 and 6 is included in the terms and conditions of individual tickets/ski passes and is defined by TMR, a. s. and the Business partners of TMR, a. s.

### **7.10.2.2 Events / adventures:**

**7.10.2.2.1** If clients purchase any of the offered event/adventures tickets via the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz), **the contract cannot be withdrawn from** in accordance with § 1837 item j) of Act No. 89/2012 Coll. Civil Code related to contract termination as subsequently amended.

**7.10.2.2.2** If any Gopass programme member fails to use their purchased event/adventure ticket due to their own reasons, MELIDA, a. s. does not offer any financial or other compensation. If any

event gets cancelled, members of the Gopass programme shall be notified via [www.gopass.cz](http://www.gopass.cz) and informed how to get the ticket price paid back.

**7.10.2.2.3** The complaints policy related to purchased tickets is included in the terms and conditions of individual tickets and defined by TMR, a. s. and the Business partners of TMR, a. s.

**7.10.2.3 Golf – Green fees / Hurricane Factory Praha:**

**7.10.2.3.1** **Members of the Gopass programme** who purchase any of the offered Green fees for Kaskáda GOLF RESORT BRNO and/or Golf & Ski Resort Ostravice and/or Golf & Golf Resort Olomouc and/or any of the offered products of Hurricane Factory Praha via the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz) **are entitled to withdraw from their service contracts** in accordance with § 1820 – § 1839 Act No. 89/2012 Coll. Civil Code as subsequently amended **within fourteen (14) days** from the day they conclude the service contract. For the purpose of contract withdrawal based on this GTC item, the moment when the respective Gopass programme member pays the selected Green fee that entitles them to play at the given golf course and/or pays for the selected product of Hurricane Factory Praha is considered to be the moment when the product is accepted.

**7.10.2.3.2** In order to execute the right to withdraw from the contract based on item 7.10.2.3.1 of the GTC, every Gopass programme member /user/ shall notify TMR CR, a. s. about their decision by sending a clear and unequivocal notice to the following address: TMR CR, a. s., Pobřežní 18/16, Karlín, 186 00 Prague 8, Czech Republic or [reklamace@gopass.cz](mailto:reklamace@gopass.cz). Clients can also use a contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, TMR CR, a. s. shall accept it and respond by using a permanent medium (email). The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to TMR CR, a. s. no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

**7.10.2.3.3** Every contract withdrawn from based on item 7.10.2.3.1 of these GTC is considered cancelled in its entirety. TMR CR, a. s. shall return all payments that have been accepted from the respective Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used to pay for the Green fee(s) or products of Hurricane Factory Praha by the client. Every Gopass programme member is obliged to return or send the respective products back to TMR CR, a.s. no later than within 14 days from the day the contract has been withdrawn from. The deadline is considered to be met if the products are sent to TMR CR, a.s. on the last day of the respective period at the latest. Every Gopass programme member that withdraws from their contract based on item 7.10.2.3.1 of these GTC shall bear all related costs when returning the above mentioned products.

**7.10.2.3.4** If any Gopass programme member withdraws from their service contract and TMR CR, a.s. has already begun to offer the services based on the request of the Gopass programme member before the contract withdrawal period expires, the Gopass programme member shall pay the agreed aliquot part of the service price to TMR CR, a.s. based on the amount of services that have already been offered.

**7.10.2.4 Ski schools / Ski rentals:**

**7.10.2.4.1** If any clients purchase any of the offered ski school / ski rental products via the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz), **the contract cannot be withdrawn from in**

accordance with § 1837 item j) of Act No. 89/2012 Coll. Civil Code related to contract termination as subsequently amended.

**7.10.2.4.2** Every Main user is entitled to terminate their purchase contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a CZK thirty (30) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT" If any Main user terminates their contract based on this GTC item, the respective product/service purchase price paid by the Main user, however, deducted by CZK 30 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.10.2.4.3** If any Gopass programme member fails to use their purchased ski school/ski rental product/service due to their own reasons, MELIDA, a. s. does not offer any financial or other compensation.

**7.10.2.4.4** The complaints policy related to ski school/ski rental products/services is included in the terms and conditions of individual products/services and defined by TMR, a. s. and the Business partners of TMR, a. s.

**7.10.2.5 Gopass card:**

**7.10.2.5.1 Members of the Gopass programme** who purchase Gopass cards via the e-shop of the Gopass programme on [www.gopass.cz](http://www.gopass.cz) **are entitled to withdraw from their service contracts** in accordance with § 1820 – § 1839 Act No. 89/2012 Coll. Civil Code as subsequently amended **within fourteen (14) days** from the day they collect the product(s).

**7.10.2.5.2** When executing the right to withdraw from the contract based on item 7.10.2.5.1 GTC, every Gopass programme member /user/ shall notify MELIDA, a. s., Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, Company reg.no.: 24166511 about their decision by sending a clear and unequivocal notice to the following address: MELIDA, a. s., Špindlerův Mlýn 238, 543 51 Špindlerův Mlýn, Czech Republic, or [reklamace@gopass.cz](mailto:reklamace@gopass.cz). Clients can also use a contract withdrawal [form template](#) which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, MELIDA, a. s. shall accept it and respond by using a permanent medium (email) without undue delay. The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to MELIDA, a. s. no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

**7.10.2.5.3** Every contract withdrawn from based on item 7.10.2.5.1 of these GTC is considered cancelled in its entirety. MELIDA, a. s. shall return all payments that have been accepted from the respective Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used by the client. Every Gopass programme member is obliged to send their product(s) back or return them to MELIDA, a. s. no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the product is sent to MELIDA, a. s. no later than on the last day of the period. MELIDA, a. s. is not obliged to pay the purchase price back before the respective Gopass programme member returns their Gopass card or proves to

have sent it to MELIDA, a. s. When withdrawing from a contract based on item 7.10.2.5.1 GTC, every Gopass programme member shall bear all costs related to returning their product.

## **7.11 DELIVERY OF SERVICES/PRODUCTS PURCHASED ON [WWW.GOPASS.PL](http://WWW.GOPASS.PL):**

**7.11.1** All services offered in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl) are displayed along with their current prices which are valid at the moment the respective order is sent by the Main user. All purchase prices include VAT. Selected services are offered at prices which are time-limited (for the duration of individual offers). Discounts offered to Gopass programme members cannot be combined. As for golf products and services on [www.gopass.pl](http://www.gopass.pl), SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A., with the registered office at: Narciarska 10, 43-370 Szczyrk, Poland, Company reg. number/Regon: 072818322, registered at Krajowy rejester sadowy, Sad Rejonowy Bielsku-Białej, file no.: KRS: 0000140818 is the seller.

**7.11.2** Agreement termination related to services purchased on [www.gopass.pl](http://www.gopass.pl):

### **7.11.2.1 Amusement park tickets:**

**7.11.2.1.1** If clients purchase any of the offered tickets to the LEGENDIA amusement park in Chorzow via the e-shop of the Gopass programme on [www.Gopass.pl](http://www.Gopass.pl), § 27 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination does not apply.

**7.11.2.1.2** Every Main user who purchases tickets other than season tickets is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a PLN five (5) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective amusement park ticket purchase price paid by the Main user, however, deducted by PLN 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.11.2.1.3** Every Main user who purchases tickets other than season tickets is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to the moment the purchased services are supposed to be used or to 12:00 noon on the day the purchased services are supposed to be used (depending on which happens first) only if their credit has at least a PLN twenty-five (25) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective amusement park ticket purchase price paid by the Main user, however, deducted by PLN 25 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.11.2.1.4** If any Gopass programme member fails to use their purchased LEGENDIA amusement park ticket due to their own reasons, SON does not offer any financial or other compensation.

**7.11.2.1.5**The complaints policy related to purchased amusement park tickets is included in the terms and conditions of individual tickets and is defined by TMR, a. s. and the Business partners of TMR, a. s.

**7.11.2.2 Cableway tickets / ski passes:**

**7.11.2.2.1**If clients purchase any of the offered ski passes/cableway tickets to any of the offered resorts via the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl), Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination does not apply.

**7.11.2.2.2**Every Main user who purchases tickets other than season ski passes/cableway passes or FRESH TRACK products is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a PLN five (5) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective ski pass/cableway ticket purchase price paid by the Main user, however, deducted by PLN 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.11.2.2.3**Every Main user who purchases tickets other than season ski passes/cableway passes or FRESH TRACK products is entitled to terminate their contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to the moment the purchased services are supposed to be used or to 12:00 noon on the day the purchased services are supposed to be used (depending on which happens first) only if their credit has at least a PLN twenty-five (25) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT". If any Main user terminates their contract based on this GTC item, the respective ski pass/cableway ticket purchase price paid by the Main user, however, deducted by PLN 25 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.11.2.2.4**If any Gopass programme member fails to use their purchased ski pass/cableway ticket due to their own reasons, SON does not offer any financial or other compensation.

**7.11.2.2.5**The complaints policy related to purchased ski passes/cableway tickets is included in the terms and conditions of individual tickets/ski passes and is defined by TMR, a. s. and the Business partners of TMR, a. s.

**7.11.2.3 Events / adventures:**

**7.11.2.3.1**If clients purchase any of the offered event/adventures tickets via the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl), § 27 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination does not apply.

**7.11.2.3.2**If any Gopass programme member fails to use their purchased event/adventure ticket due to their own reasons, SON does not offer any financial or other compensation.

**7.11.2.3** The complaints policy related to purchased event/adventure tickets is included in the terms and conditions of individual tickets and is defined by TMR, a. s. and the Business partners of TMR, a. s.

**7.11.2.4 Ski schools / Ski rentals :**

**7.11.2.4.1** If any clients purchase any of the offered ski school / ski rental products via the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl), § 27 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) with reference to § 38 Art. 12 Act of 30/04/2014 on Consumer Rights (Dz.U.2017.683) related to contract termination does not apply.

**7.11.2.4.2** Every Main user is entitled to terminate their purchase contract for any reason or without specifying the reason and if they pay the purchase price only with loyalty points, they can terminate their purchase contract from the moment it is concluded to 11:59pm one day before the purchased services are supposed to be used by the clients only if their credit has at least a PLN five (5) value. Contracts can be terminated by clicking on "CANCEL FOR CREDIT" If any Main user terminates their contract based on this GTC item, the respective product/service purchase price paid by the Main user, however, deducted by PLN 5 (handling fee) shall be returned to the CREDIT of the Main user which can be used to buy other services in the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl). If the respective service has been paid for by using loyalty points or by combining loyalty points and money, the points shall be returned to the Main account of the Main user.

**7.11.2.4.3** If any Gopass programme member fails to use their purchased ski school/ski rental product/service due to their own reasons, SON does not offer any financial or other compensation.

**7.11.2.4.4** The complaints policy related to ski school/ski rental products/services is included in the terms and conditions of individual products/services and defined by TMR, a. s. and the Business partners of TMR, a. s.

**7.11.2.5 Gopass card:**

**7.11.2.5.1 Members of the Gopass programme** who purchase Gopass cards via the e-shop of the Gopass programme on [www.gopass.pl](http://www.gopass.pl) , **are entitled to withdraw from their service contracts** in accordance with Art. 27 and Act of 30<sup>th</sup> May 2014 on Consumer Rights (Statute Book from 2014, item 827, as subsequently amended) **within fourteen (14) days** from the day they collect their Gopass cards. Every Gopass programme member can withdraw from their contract regarding a Gopass card delivery also before the withdrawal period begins.

**7.11.2.5.2** When executing the right to withdraw from the contract based on item 7.11.2.5.1 GTC, every Gopass programme member /user/ shall notify **SZCZYRKOWSKI OŚRODEK NARCIARSKI S.A.**, Narciarska 10, 43-370 Szczyrk, Poland, Company reg. no./Regon: 072818322, registered at Krajowy rejester sadowy, Sad Rejonowy Bielsku-Białej, KRS number: 0000140818 about their decision by sending a clear and unequivocal notice to the following address: SON S.A., ul. Narciarska 10, 43-300 Bielsko-Biała or [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl). Clients can also use a contract withdrawal form template which is annexed to these GTC. If any member of the Gopass programme uses the option to withdraw from their contract, SON S.A. shall accept it and respond by using a permanent medium (email) without undue delay. The contract withdrawal period is considered to be respected if the respective contract withdrawal notice is sent to SON S.A. no later than on the last day of the period. The burden of proving the right of withdrawal always rests on the respective Gopass programme member.

**7.11.1.5.3** Every contract withdrawn from based on item 7.11.2.5.1 of these GTC is considered cancelled in its entirety. SON S.A. shall return all payments that have been accepted from the respective

Gopass programme member based on the contract (including transport costs) without undue delay but no later than within 14 days from the day the contract withdrawal notice is delivered. The payments shall be returned to the Gopass programme member by using the same payment method that was used by the client. Every Gopass programme member is obliged to send their product(s) back or return them to SON S.A. no later than within 14 days from the day the contract has been withdrawn from. The period as specified in the previous sentence is considered to be met if the product is sent to SON S.A. no later than on the last day of the period. SON S.A. is not obliged to pay the purchase price back before the respective Gopass programme member returns their Gopass card or proves to have sent it to SON S.A. When withdrawing from a contract based on item 7.11.2.5.1 GTC, every Gopass programme member shall bear all costs related to returning their product.

## **7.12 COMPLAINTS POLICY:**

**7.12.1** TMR, a. s. is liable for defects on services in accordance with applicable laws and regulations, mainly § 622 and 623 of Act No. 40/1964 Coll. Civil Code as subsequently amended and applicable regulations of Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended and on all other generally binding legal regulations. If any defects are discovered on purchased products/services, every Gopass programme member is obliged to set up a complaint immediately once having discovered the reason(s) for complaint, i.e. on the day the service/product was not provided in the agreed or usual scope, quality, quantity and/or date. Otherwise the right to complain shall expire. The complaint must be set up personally and depending on the type of service, at a client centre in a ski resort, at the client centre in the water park of Tatralandia, at the client centre in the water park of Bešeňová, in a TATRY MOTION facility, at the reception of the respective hotel, or via email sent to [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk) (products/services purchased in Slovakia and used in Slovakia) / [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl) (shopping in Poland) / [reklamace@gopass.cz](mailto:reklamace@gopass.cz) (shopping in the Czech Republic), or in writing in the form of a letter sent to the following address: TMR a.s. Ráztocká 21, Liptovský Mikuláš 03105; or by phone: 00421 850 122 155 on weekdays. Any later complaints shall not be accepted. Once having examined the respective claim, TMR, a. s. will notify the respective Gopass programme member of the subsequent procedure no later than within 30 days after it the complaint was made. When making a claim, Gopass programme members are obliged to cooperate with TMR, a. s. as the company requires. TMR, a. s. shall inform every customer how defect(s) on the purchased product/service will be dealt with via email or post within the given warranty period.

**7.12.2** If any Gopass programme member – 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 TMR, a. s., i.e. the seller has dealt with their complaint or thinks that TMR, a. s. has violated their rights, they are entitled to ask TMR, a. s., i.e. the seller to have the respective problem rectified. If TMR, a. s. rejects the request or does not respond to it within 30 days from the day it has been sent by the respective Gopass programme member, once asked by the Gopass programme member as mentioned above, the Gopass programme member is entitled to ask for 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 TMR, a.s., 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 via email: [ars@soi.sk](mailto:ars@soi.sk) / [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-spotrebitelskych-sporov/146987s>). Every Gopass programme member 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 Gopass programme member can use an online platform for alternative dispute resolution which is available on: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

- 7.12.3** If any Gopass programme member – 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 MELIDA, a. s., i.e. the seller has dealt with their complaint or thinks that MELIDA, a. s. has violated their rights, they are entitled to ask MELIDA, a.s., i.e. the seller to have the respective problem rectified. If MELIDA, a. s. rejects the request or does not respond to it within 30 days from the day it has been sent by the respective Gopass programme member, once asked by the Gopass programme member as mentioned above, the Gopass programme member is entitled to ask for alternative dispute resolution in accordance with Act No. 643/92 Coll. on Consumer Protection, i.e. to propose a motion at the Czech Trade Inspection, to ask it for out-of-court dispute resolution or to address the respective court. When dealing with out-of-court dispute resolutions, the Czech Trade Inspection follows the Consumer Protection Act, which was passed by the Czech Trade Inspection based on a legal mandate: <https://www.coi.cz/userdata/files/dokumenty-ke-stazeni/pravidla-postup-adr.pdf>.
- 7.12.4** If any Gopass programme member – natural person, i.e. a user as defined by the Act of 23rd April 1964 Civil Code (complete version: Dz. U. of 2016 r. poz. 380, 585, 1579 i 2255) is not satisfied with the way how SON, i.e. the seller has dealt with their complaint or thinks that SON has violated their rights, they are entitled to ask SON, i.e. the seller to have the respective problem rectified. If SON rejects the request or does not respond to it within 30 days from the day it has been sent by the respective Gopass programme member, once asked by the Gopass programme member as mentioned above, the Gopass programme member is entitled to ask for alternative dispute resolution in accordance with the Act of 30/05/2014 on Consumer Rights (complete version: Dz.U.2017.683), the Act of 23/09/2016 on Out-of-Court Dispute Resolution (complete version: Dz.U.2016.1823) and Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21/05/2013 on online dispute resolution for consumer disputes and amending Regulation (ES) No. 2006/2004 and Regulation No. 2009/22/ES (online dispute resolution for consumer disputes) by using the online dispute resolution platform which is available on : <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.
- 7.12.5** If any Gopass programme – 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 Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, i.e. the seller has dealt with their complaint or thinks that Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG has violated their rights, they are entitled to ask Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, i.e. the seller to have the respective problem rectified. If Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG, rejects the request or does not respond to it within 30 days from the day it has been sent by the respective Gopass programme member, once asked by the Gopass programme member as mentioned above, the Gopass programme member is entitled to ask for alternative dispute resolution in accordance with "Alternative-Streitbeilegung-Gesetz" - AStG, BGBl.I Nr. 105/2015,

## **8 LOST, STOLEN AND DAMAGED GOPASS CARDS**

- 8.1** Every Gopass card is issued based on the request of a Gopass member (Main user/Subordinate user) for an indefinite period of time.
- 8.2** Every Gopass programme member is obliged to protect their Gopass card and prevent it from being lost, damaged or destroyed. They are also obliged to prevent that their Gopass card is used by an unauthorised person.
- 8.3** Every Gopass programme member (or their legal representative) is obliged to report the damage, loss or theft of their Gopass card immediately – personally at TMR, a. s. client centres, or by calling the Gopass helpline: 0850 122 155 (international calls: +421 220 510 448); or to block it by logging to their Gopass account on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl) (i.e. on the website they have registered – this option is available only to Main users who can block Gopass cards of Subordinate users). Once being informed about the loss, theft or damage, TMR, a. s. shall block the respective Gopass card immediately.
- 8.4** Any Main user can ask TMR, a. s. to have a new Gopass card issued and buy it if they lose, cause damage, have their Gopass card stolen (the same applies to Gopass cards of their Subordinate users) or due to another reason. To do so, the respective Main user must log in to their Main account on the website where they have registered [www.gopass.sk/](http://www.gopass.sk/) [www.gopass.cz/](http://www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl). Once TMR, a.s. checks the identity of the respective member in the Gopass system, the old card is blocked. Every Main user / Subordinate user can buy a new Gopass card in the online shop of the Gopass programme on [www.gopass.sk/www.gopass.cz/www.gopass.pl](http://www.gopass.sk/www.gopass.cz/www.gopass.pl) or in client centres of individual resorts. Gopass cards can be collected only in client centres of individual resorts. Every new Gopass card costs EUR 2 including VAT/ CZK 50 including VAT / PLN 10 including VAT/Gopass card plus a handling fee of EUR 5 including VAT/ CZK 150 including VAT / PLN 10 including VAT/Gopass cards.
- 8.5** Once a Gopass card is purchased, all previous records and settings in the account of the respective Main user remain unchanged and the new card added to the Gopass account is considered the only valid card of the respective Main user/Subordinate user.
- 8.6** If any lost, stolen or damaged Gopass card was topped up with a ski pass, the respective Gopass programme member will be given a new card with a ski pass for the remaining number of skiing days.
- 8.7** No programme member is entitled to be paid the whole or aliquot ski pass price back; or to receive any other form of compensation for the days they were late with their card loss/theft report. The programme member is not entitled to receive any financial or non-financial compensation for the loyalty points that might be potentially used by an unauthorised person on the day the respective Gopass card was blocked.

## **9 GOPASS PROGRAMME MEMBERSHIP EXPIRATION**

- 9.1** The Gopass programme membership can expire:
- 9.1.1** in accordance with item 9.2 of these GTC on Gopass programme membership expiration;
  - 9.1.2** by terminating the programme membership in accordance with item 9.4 of these GTC;
  - 9.1.3** when the GOPASS programme is cancelled by TMR a. s.

- 9.2** The Gopass programme membership is terminated immediately:
- 9.2.1** if any Gopass programme member abuses the benefits offered by the Gopass programme;
  - 9.2.2** if any Gopass programme member violates these GTC or the terms and conditions of any service/product offered by TMR, a. s. and/or the Business partners of TMR, a. s. that has been purchased or used via the Gopass programme;
  - 9.2.3** if any Gopass member provides false data when registering;
  - 9.2.4** if any Gopass member uses their Gopass card contrary to these GTC or enables any other unauthorised person to use their Gopass card;
  - 9.2.5** if any Gopass member informs TMR, a. s. that they do not agree to the changes of the GTC in accordance with Article 11, item 11.4 of these GTC.
- 9.3** If TMR, a. s. discovers a reason for immediate membership termination of any Gopass member in accordance with items 9.2.1 to 9.2.4 of these GTC, the company is entitled to block the respective Main/Subordinate account of the Gopass programme member without prior notification and the membership expires on the day the reasons for immediate membership termination are discovered. Any membership terminated in accordance with item 9.2.5 of these GTC expires on the day the respective written notice of the Gopass member about disagreeing to GTC changes is delivered to TMR, a. s.
- 9.4** Every Gopass programme member is entitled to cancel their programme membership without specifying the reason. This must be done in writing, in the form of an official request sent to: TMR, a. s. Demänovská Dolina 72, 031 01 Liptovský Mikuláš. In such case, the membership expires on the last day of the month when the cancellation notice is delivered to TMR a. s. If any Gopass programme member has purchased a service that is supposed to be used after the notice period expires, the respective programme membership expires one day after the service is used, or after the period that is offered for using the purchased service.
- 9.5** If any Gopass programme member cancels or terminates their programme membership, whatever the reason and the form of membership cancellation or expiration, they lose any rights related to the Gopass programme membership, including all loyalty points in their Gopass account, discounts and benefits. If any membership is terminated based on items 9.2.1 to 9.2.4 of these GTC, the respective Gopass programme member is not entitled to receive financial or any other compensation for services that have been purchased in the Gopass e-shop and could not be used. They are also not entitled to be the respective paid price or its aliquot part returned back. If any membership is terminated based on item 9.2.5 of these GTC, the respective Gopass programme member is entitled to have an aliquot part of the service price paid back as of the day of the membership termination.
- 9.6** Returning a Gopass card is not considered termination of the membership of the respective Gopass member, i.e. the card holder.
- 9.7** If any membership in the Gopass programme is cancelled due to any reason and in any form, the respective Gopass programme member shall get their Credit returned in the value that corresponds to the day when the membership is cancelled. This must be done within 30 days from the day the membership is cancelled.

## **10 PRIVACY POLICY**

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

## **11 FINAL PROVISIONS**

- 11.1** The General Terms and Conditions of the Gopass programme were published on 15/10/2020 and become effective and enter into force on 01/11/2020. Once in force, these GTC replace the General Terms and Conditions of the Gopass programme, which were effective until 31/10/2020.
- 11.2** Reduced prices, discounts, loyalty points and other benefits meant for Gopass programme members are not legally recoverable.
- 11.3** TMR, a. s. is entitled to change the General Terms and Conditions if (i) their policy in the field of providing benefits to TMR, a. s. customers within the Gopass programme changes; (ii) if the financial, economic and social situation in the Slovak Republic changes; (iii) if applicable laws and regulations change; and/or (iv) for other non-specified, compelling reasons.
- 11.4** TMR, a. s. is obliged to publish the current effective version of the GTC on [www.gopass.sk/](http://www.gopass.sk/) [www.gopass.cz/](http://www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl/). If TMR, a. s. unilaterally changes any GTC regulations, it undertakes to publish the updated version on [www.gopass.sk/](http://www.gopass.sk/) [www.gopass.cz/](http://www.gopass.cz/) [www.gopass.pl](http://www.gopass.pl/) no later than within 5 days after the respective changes have been approved and at least 15 days before the updated GTC come into force. By joining the Gopass programme, every member agrees that TMR, a. s. is entitled to change and amend the GTC. If any Gopass programme member does not agree with any GTC change, they are entitled to terminate their programme membership as of the day the changed GTC are published with immediate effect. To do so, they must send a written membership termination notice via email to: [info@gopass.sk](mailto:info@gopass.sk)/[info@gopass.at](mailto:info@gopass.at) (registration on [www.gopass.sk](http://www.gopass.sk/)), [info@gopass.cz](mailto:info@gopass.cz) (registration on [www.gopass.cz](http://www.gopass.cz/)), [info@gopass.pl](mailto:info@gopass.pl) (registration on [www.gopass.pl](http://www.gopass.pl/)). Immediate membership termination does not affect the way how the respective programme member uses services that have already been purchased before. This shall be discussed individually by each programme member. By not terminating their programme memberships, every Gopass programme member automatically agrees to GTC changes. Implied manifestations of will of individual Gopass programme members related to performing factual or legal acts, i.e. continuing to buy products, services in the Gopass programme and using loyalty points at facilities of TMR, a. s. and/or the Business partners of TMR, a. s. are regarded a clearly expressed consent to GTC.
- 11.5** All relationships not specified by these GTC are governed by the laws and regulations of the Slovak Republic and specific general terms and conditions related to individual products and services.

## **12 GOPASS PROGRAMME CONTACT ADDRESS**

Tatry mountain resorts, a. s., Gopass

Demänovská Dolina 72

031 01 Liptovský Mikuláš 1, SLOVAKIA

**Gopass helpline:** 0850 122 155

**International helpline:** +421 220 510 448

**Gopass helpline for Špindlerův Mlýn:** +420 499 467 101

**Gopass helpline for Poland:** +48 801 765 700

**Gopass helpline for Austria:** +43 720 778 807

**Email:** [info@gopass.sk](mailto:info@gopass.sk), [reklamacia@gopass.sk](mailto:reklamacia@gopass.sk), [info@gopass.cz](mailto:info@gopass.cz), [info@gopass.at](mailto:info@gopass.at),  
[reklamace@gopass.cz](mailto:reklamace@gopass.cz), [info@gopass.pl](mailto:info@gopass.pl), [reklamacje@gopass.pl](mailto:reklamacje@gopass.pl), [reklamation@gopass.at](mailto:reklamation@gopass.at)

#### **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**